

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Upstate Suite 15, Level 1, 888 Pittwater Road, Dee Why NSW 2099 Email: Phil.f@upstate.com.au	Phone: 02 9971 9000 Ref: Phil Feseha Mobile: 0423 502 407
co-agent		
vendor	Sara Elaine Siano and Matthew David Neece 29/100 Queenscliff Road, Queenscliff NSW 2096	
vendor's solicitor	The Conveyancing Group Shop, 1/42 Old Barrenjoey Road, Avalon Beach NSW 2107 Email: lauren@tcgnsw.com.au	Phone: 0401 008 396 Ref: LH:1205
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	29/100 Queenscliff Road, Queenscliff NSW 2096 Lot 29 in Strata Plan 10970 Folio Identifier 29/SP10970	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: Whole house water filter system, Water Heater, Suns Shade.			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

☐ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 4):
Manual transaction (clause 30)

PEXA
☒ NO ☐ yes

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

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment*
(GST residential withholding payment)

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *GSTRW* rate (residential withholding rate): \$

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

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

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

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

List of Documents

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

HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone numberStrata Life- [02 9456 9965](tel:0294569965)

contact@thestratalife.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3** There is **NO COOLING OFF PERIOD**—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

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

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

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

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation within work order</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> , in relation to a period, at any time before or during the period; and a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
 - bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and populate an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 served at the earliest time it is served, if it is served more than once; and
 - 20.6.8 served if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within* that time and in that manner –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* serving notice of the event happening;
 • every *party* who has the benefit of the provision serving notice waiving the provision; or
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
 - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

CERTIFICATE

Pursuant to Section 66W of the Conveyancing Act 1919

VENDOR:

PROPERTY:

PURCHASER:

I,

.....

of

.....

certify as follows:

1. I am a Conveyancer/Solicitor currently admitted to practice 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 the property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that contract.
3. I do not act for the Vendor and I am not employed in the practice of a Conveyancer/Solicitor acting for the Vendor, nor am I a member or an employee of a firm of which a Conveyancer/Solicitor acting for the Vendor is a member or employee.
4. I have explained to the Purchaser, or, if the Purchaser is a corporation, to an officer of the Purchaser or to a person involved in the management of the Purchaser's affairs: -
 - (a) the effect of the contract for the purchase of the property;
 - (b) the nature of this Certificate; and
 - (c) the effect of giving this Certificate to the Vendor in that there is no cooling off period.

Dated:

.....

Purchaser's Conveyancer/Solicitor

SPECIAL CONDITIONS

1. Real Estate Agent

The Purchaser warrants that the Purchaser was not introduced to the property by any agent other than the agent disclosed in the front page of this contract (if any) and that the Purchaser indemnifies the Vendor against any loss the Vendor may suffer due to any breach of this warranty.

2. Costs for delayed Settlement

In the event that the completion of this contract does not take place on or before the Completion Date and the delay is not the fault of Vendor then the Purchaser shall, on completion, pay to the Vendor:

- (a) liquidated damages in an amount equal to eight (8%) percent per annum of the balance of the purchase money computed from the day following the completion date up to and including the actual date of completion, and
- (b) if the Vendor has issued to the Purchaser a notice to complete, the sum of \$300.00 (plus GST) as compensation to the Vendor for the additional legal costs incurred by the Vendor in issuing such Notice

The parties agree that this provision shall be an essential term of the Contract. The Vendor and the Purchaser agree that this is a realistic estimation of the costs to the Vendor for loss of interest on purchase money and other outgoings payable by the Vendor and cost and inconvenience caused to the Vendor if completion is delayed.

3. Cost for Change of Date for completion

In the event there is a request for an amendment or an amendment by the purchaser to change the Date for Completion, the purchaser shall on completion pay an amount of \$280.00 (plus GST) as compensation to the vendor for additional legal costs incurred for arranging such change of Date for completion.

4. Extension to the cooling off period.

In the event there is a request for an extension to the cooling off period by the purchaser, the purchaser shall on completion pay an amount of \$280.00 (plus GST) as compensation to the vendor for additional legal costs incurred.

5. Notice to complete

The parties agree that a period of 14 days shall be reasonable time for the purposes of any notice served by either party, including a notice to complete making time of the essence.

6. Latent or patent defects

The Purchaser accepts the property in its present condition and state of repair with all defects whether latent and patent. The Purchaser shall not be entitled to make any requisition, objection or claim for compensation in respect of the condition of the property or any improvement thereon. The Purchaser shall not require the Vendor to carry out any work on the property after exchange of contract.

The Purchaser accepts the inclusions in their present condition and state of repair. The Vendor is not responsible for loss of or damage to (other than loss or damage due to the act or default of the Vendor), mechanical breakdown in, or fair wear and tear to, the inclusions which occurs after the contract date.

7. Amendments to this Contract

- (a) Clause 2.9: delete the words 'If each party tells the deposit holder that the deposit is to be invested
- (b) Clause 7.1.1 is amended by replacing '5' with '1'

- (c) Clause 14.4.2 is deleted
- (d) Clause 23.6.1: is deleted and replaced with 'the Vendor is liable for all payments due prior to the contract date'
- (e) Clause 23.6.2 is deleted and replaced with 'the Purchaser is liable for all payments due on or after the contract date'
- (f) Clause 23.13 to 23.15 are deleted and the following paragraph inserted in lieu thereof:
"The vendor need not supply to the purchaser a certificate under Section 184 of the Strata Schemes Management Act 2015. The purchaser shall be responsible for obtaining the certificate at his or her own expense and provide the certificate to the Vendor's conveyancer office not later than 5 business days prior to completion. The vendor hereby provides authority for the purchaser to obtain such certificate."
- (g) Clause 25.2 is deleted
- (h) Clause 31.2 is amended by deleting "5" and replacing it with "2"

8. No Warranty

The purchaser acknowledges that this contract is not made relying on any warranty or representation by the vendor or any person on behalf of the vendor whether oral or in writing, except those that are expressly provided in this contract which sets out the whole agreement between the parties.

9. Error in adjustment of outgoings

Should any apportionment of outgoings be overlooked or incorrectly calculated on completion the parties agree that, upon being so requested, the correct calculation will be made and paid to the party to whom it is payable.

10. Purchase by a Company

If a Company is a Purchaser, in consideration of the Vendor entering the agreement at the request of the persons signing and/or affixing the company seal to this contract on behalf of the company each Guarantor jointly and severally irrevocably guarantees the Vendor the punctual payment of all moneys payable to the Purchaser under this agreement and the due and punctual performance of all of the Purchaser's obligations under this agreement.

11. Requisitions on Title

The Purchaser agrees that the only form of general requisitions on title the Purchaser may make pursuant to clause 5 shall be in the form of the Requisitions on Title, a copy of which is annexed to this Contract.

The Requisitions on Title are deemed to be served by the purchaser at the date of this Contract.

12. Inconsistency

If there is any inconsistency between these special conditions and the printed conditions, these special conditions apply.

13. Electronic Settlement (PEXA)

Clause 30.1.2 is deleted. Notwithstanding clause 30, if the purchaser is unable or unwilling to conduct this conveyancing transaction as an electronic PEXA transaction, the purchaser will pay to the vendor an amount of \$180.00 plus GST at completion as re-imbursement of the vendor's additional conveyancing expenses.

14. Deposit

If, with the written consent of the Vendor, the Purchaser is permitted to pay the deposit by instalments and not in accordance with the provisions of clause 2.2 then the Purchaser must pay the deposit as follows: -

- (a) one half of the deposit, equal to 5% of the price on the making of this contract; and
- (b) the other half of the deposit, equal to a further 5% of the price, ("**Deposit Balance**") on the earlier of the Completion date and the date on which this contract is actually completed.

The times for making the payments of deposit set out to in this special condition are essential.

The Vendor may recover the Deposit Balance as a liquidated debt in any court of competent jurisdiction together with the Vendor's legal costs and expenses on a full indemnity basis and interest on the Deposit Balance at the rate set out in clause 2.

All interest earned on the investment of any deposit that is less than 10%, is to be paid to the Vendor.

15. Order on the Deposit Holder

When completion of this contract is effected as an electronic transaction, it is an essential term of this contract that the purchaser must provide to the vendor prior to completion, an authority in writing to the deposit holder for the release of the deposit. This authority will be held in escrow by the Vendor's conveyancer until settlement is effected.

16. Deposit available at Completion

The Purchaser agrees to instruct their solicitor or conveyancer to make the deposit available at settlement, by releasing it to a Pexa source account or conveyancer/solicitor trust account, should the vendor require it at settlement for a simultaneous settlement, discharge of mortgage, or to pay land tax or stamp duty.

17. Building Certificate

Notwithstanding clause 11 herein if, as a consequence of any application by the purchaser for a Building Certificate from the Local Council:

- (a) a work order under any legislation is made after the date of this Contract; or
- (b) the Local Council informs the Purchaser of works to be done before it will issue a Building Certificate; then the Purchaser is not entitled to make a requisition or claim in respect to such work order or the works required by the Local Council and if this Contract is completed the purchaser must comply with such work order and pay the expense of compliance or do the works required at their own expense.

18. Vendors Name

The vendor Sara Elaine Siano discloses that her name has changed and she is identical with the person described as Sara Elaine Neece on the certificate of title 29/SP1097.

A statutory Declaration will be provided to the purchaser prior to completion.

The Purchaser will make no objection, requisition, or claim for compensation or claim any right to terminate, rescind or delay settlement in respect of any matter disclosed in this special condition.

19. Guarantee (Purchaser a Proprietary Company)

In consideration of the Vendor entering into this Contract with the Purchaser at the request of the undersigned Directors of the Purchaser Company ("Guarantor") and in consideration of the premises the Guarantor hereby jointly and severally and also irrevocably and unconditionally guarantee to the Vendor the due and punctual observance and performance of all the obligations of the Purchaser and the due and punctual payment of all moneys which the Purchaser is or becomes obliged to pay to the Vendor under this Contract and hereby indemnifies the Vendor in respect of all liabilities (including legal costs on an indemnity basis) incurred in enforcing this guarantee which may arise as a consequence of the act omission or default of the Purchaser or otherwise under this Contract. The guarantee contained in this clause shall continue after completion.

Signature of Guarantor

Signature of Witness

Full name of Guarantor

Full name of Witness

Address of Guarantor

Address of Witness

Conditions of Sale by Auction

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

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

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a.) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b.) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely 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 interests of the seller.
 - (f.) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g.) A bid cannot be made or accepted after the fall of the hammer.
 - (h.) As soon as practicable after the fall of the hammer, the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a.) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b.) One bid only may be made 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.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **S SIANO & M NEECE**
Purchaser:
Property: 29/100 Queenscliff Road, Queenscliff NSW 2096
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (NSW) (Act).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as

- referred to in Section 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposal to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?

- (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
25. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?

40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the Act relating to:
 - (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

46. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
49. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
50. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

54. If the Contract is an off the plan contract:
 - (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.

Replies to Requisitions

1. Noted, subject to contract.
2. No.
3. (a)-(f) The vendor relies on the contract.
4. No.
5. (a)-(b) The vendor relies on the contract.
6. Noted, subject to the contract
7. Noted, subject to the contract
8. Not so far as the vendor is aware, purchaser should rely on their own enquiries
9. Due to security reasons with CAC Title, documents can no longer be inspected
10. Not so far as the vendor is aware
11. Noted, subject to contract
12. (a – b) The vendor relies on contract
13. Noted
14. Vendor relies on contract; however, the purchaser must rely on their own enquiries
15. The vendor relies on the contract
16. a) As far as the vendor is aware, the purchaser must rely on their own enquiries
- b) Not as far as the vendor is aware, the purchaser must rely on their own enquiries
- c) The vendor relies on the contract
- d) The vendor relies on the contract
- e) (i-iv) The vendor relies on the contract
- f) Not as far as the vendor is aware, the purchaser must rely on their own enquiries
- g) (i-ii) The vendor relies on the contract
17. (a-g) The vendor does not know, purchaser should rely on their own enquiries
18. (a-b) Not so far as the vendor is aware, purchaser should rely on their own enquiries
19. (a-f) The vendor does not know, purchaser should rely on their own enquiries
20. (a-b) No
21. (a-d) The vendor is not aware, the purchaser should make their own enquiries
22. (a-b) Not applicable
23. Not so far as the vendor is aware, purchaser should rely on their own enquiries
24. Not so far as the vendor is aware, purchaser should rely on their own enquiries
25. (a-d) Not so far as the vendor is aware, purchaser should rely on their own enquiries
26. Not so far as the vendor is aware, purchaser should rely on their own enquiries
27. No
28. (a-b) Not so far as the vendor is aware, purchaser should rely on their own enquiries
29. Yes
30. Not so far as the vendor is aware, purchaser should rely on their own enquiries
31. This is a matter for search
32. Not so far as the vendor is aware, purchaser should rely on their own enquiries
33. (a-c) The vendor relies on the contract, purchaser should rely on their own enquiries
34. Not so far as the vendor is aware, purchaser should rely on their own enquiries
35. Not so far as the vendor is aware, purchaser should rely on their own enquiries
36. Not so far as the vendor is aware, purchaser should rely on their own enquiries
37. Not so far as the vendor is aware, purchaser should rely on their own enquiries
38. Not so far as the vendor is aware, purchaser should rely on their own enquiries
39. Not so far as the vendor is aware, purchaser should rely on their own enquiries
40. Not so far as the vendor is aware, purchaser should rely on their own enquiries
41. See Special Conditions regarding section 184
42. (a-f) As far as the vendor is aware, purchaser should rely on their own enquiries
43. The vendor does not know, purchaser should rely on their own enquiries
44. The vendor does not know, purchaser should rely on their own enquiries
45. As far as the vendor is aware, purchaser should rely on their own enquiries
46. Noted
47. Noted
48. Noted
49. Noted
50. If applicable this will be provided in the Pexa platform workspace
51. Noted subject to contract
52. Noted
53. Noted
54. (a-c) Not applicable



FOLIO: 29/SP10970

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/5/2024	4:32 PM	7	17/10/2019

LAND

LOT 29 IN STRATA PLAN 10970
AT QUEENSLIFF
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

SARA ELAINE NEECE
MATTHEW DAVID NEECE
AS JOINT TENANTS (T AP612063)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP10970
2 AP612064 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending

PRINTED ON 8/5/2024



FOLIO: CP/SP10970

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/5/2024	4:32 PM	14	16/8/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 10970
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT QUEENSCLIFF
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP10970

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 10970
ADDRESS FOR SERVICE OF DOCUMENTS:
CHANGE STRATA MANAGEMENT PTY LIMITED
GPO BOX 3822
SYDNEY NSW 2001

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 L380082 COVENANT AFFECTING THE SITE DESIGNATED (X) IN THE
TITLE DIAGRAM
- 3 AM435124 INITIAL PERIOD EXPIRED
- 4 AS392862 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 10970

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

END OF PAGE 1 - CONTINUED OVER

Pending

PRINTED ON 8/5/2024

FOLIO: CP/SP10970

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

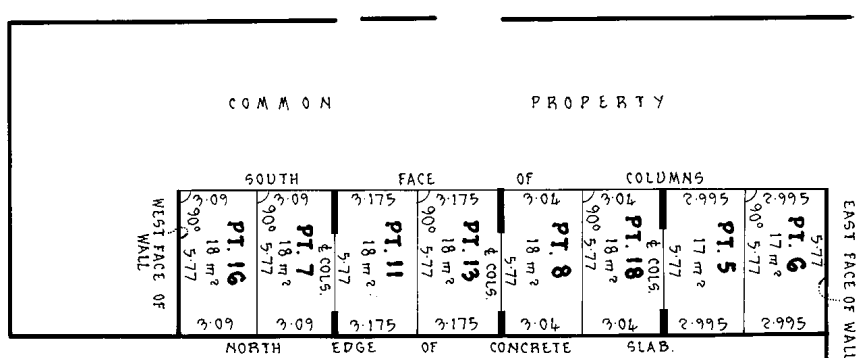
Pending

PRINTED ON 8/5/2024

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

STRATA PLAN 10970

SCHEDULE OF UNIT ENTITLEMENT	
LOT NO	UNIT ENTITLEMENT
1	28
2	28
3	28
4	28
5	28
6	28
7	28
8	29
9	23
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11	35
12	23
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38	26
AGGREGATE	1000



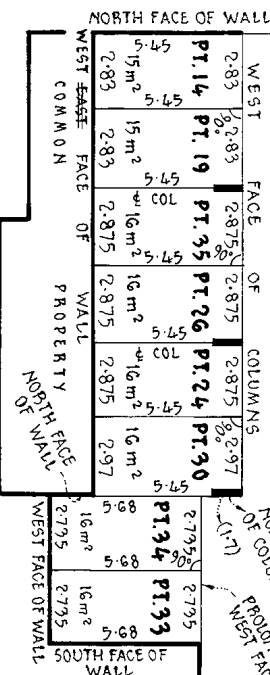
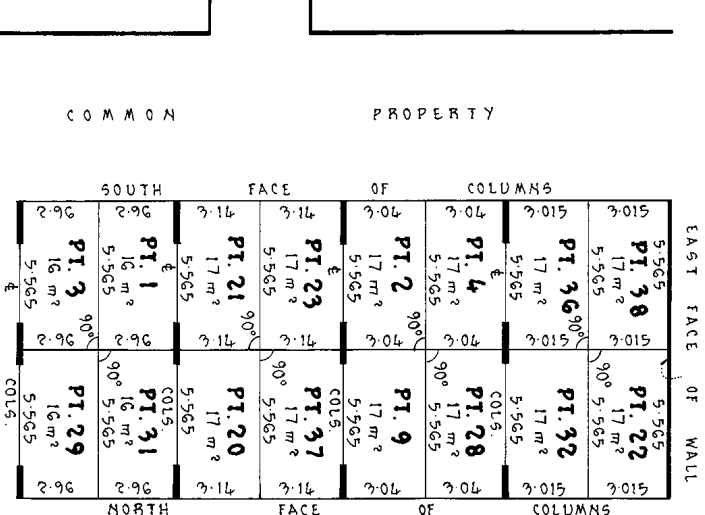
LEVEL 1 - CARSPACES

BLOCK 'A'

NOTE:-

ALL CARSPACES ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE SLAB ON WHICH THEY STAND & IN HEIGHT TO THE UNDER SURFACE OF THE SLAB OVER.

⊥ COLS. DENOTES CENTRE LINE OF COLUMN.



LEVEL 2 - CARSPACES

BLOCK 'A'

Reduction Ratio 1:200

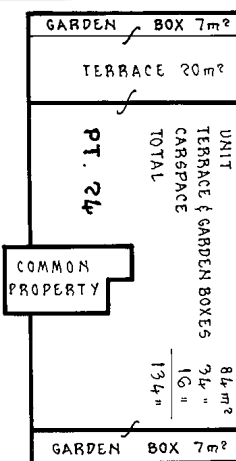
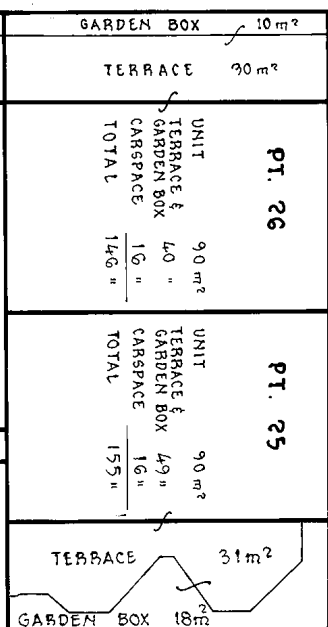
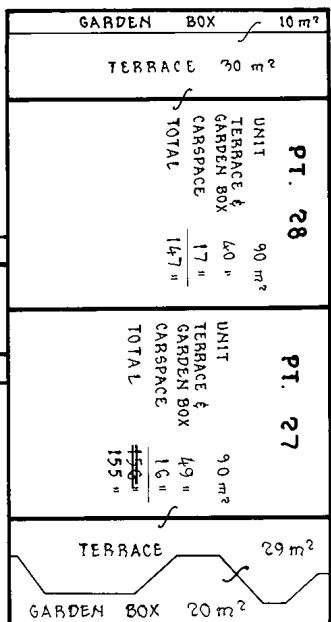
Lengths are in metres

Registered Surveyor

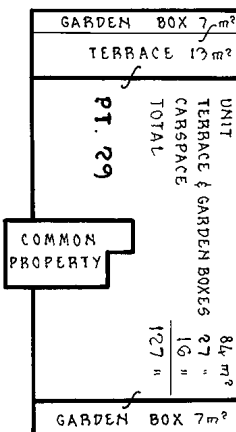
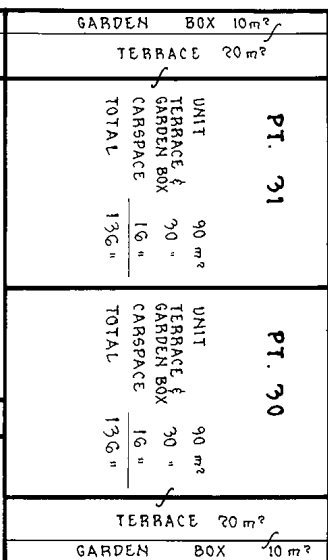
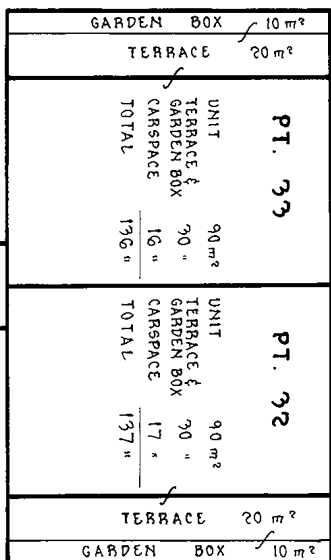
Council Clerk



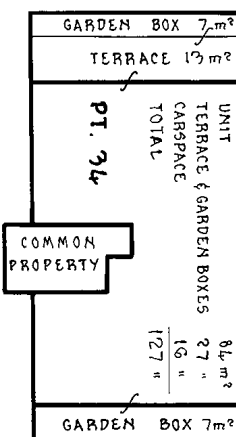
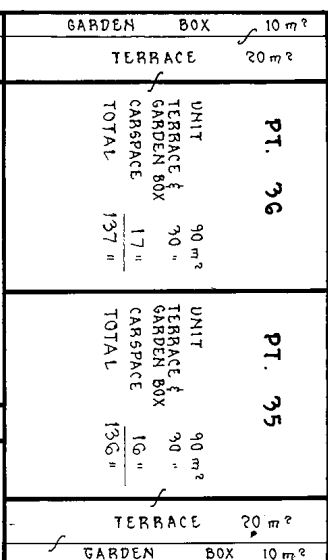
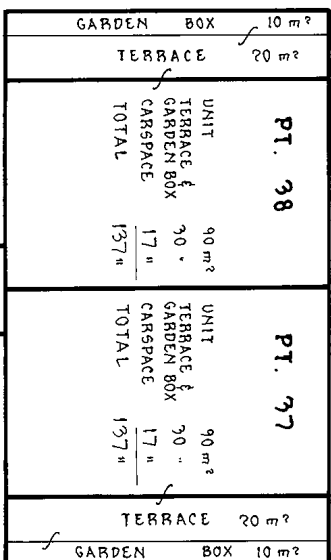
STRATA PLAN 10970



BLOCK A, LEVEL 3



BLOCK A, LEVEL 4



BLOCK A, LEVEL 5

TERRACES & GARDEN BOXES ARE LIMITED IN HEIGHT TO THE UNDER SURFACE OF THE CEILING OF THE LOTS TO WHICH THEY ARE ATTACHED AND IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE SLAB ON WHICH THEY STAND. AREAS ARE APPROXIMATE ONLY.

Reduction Ratio 1:200

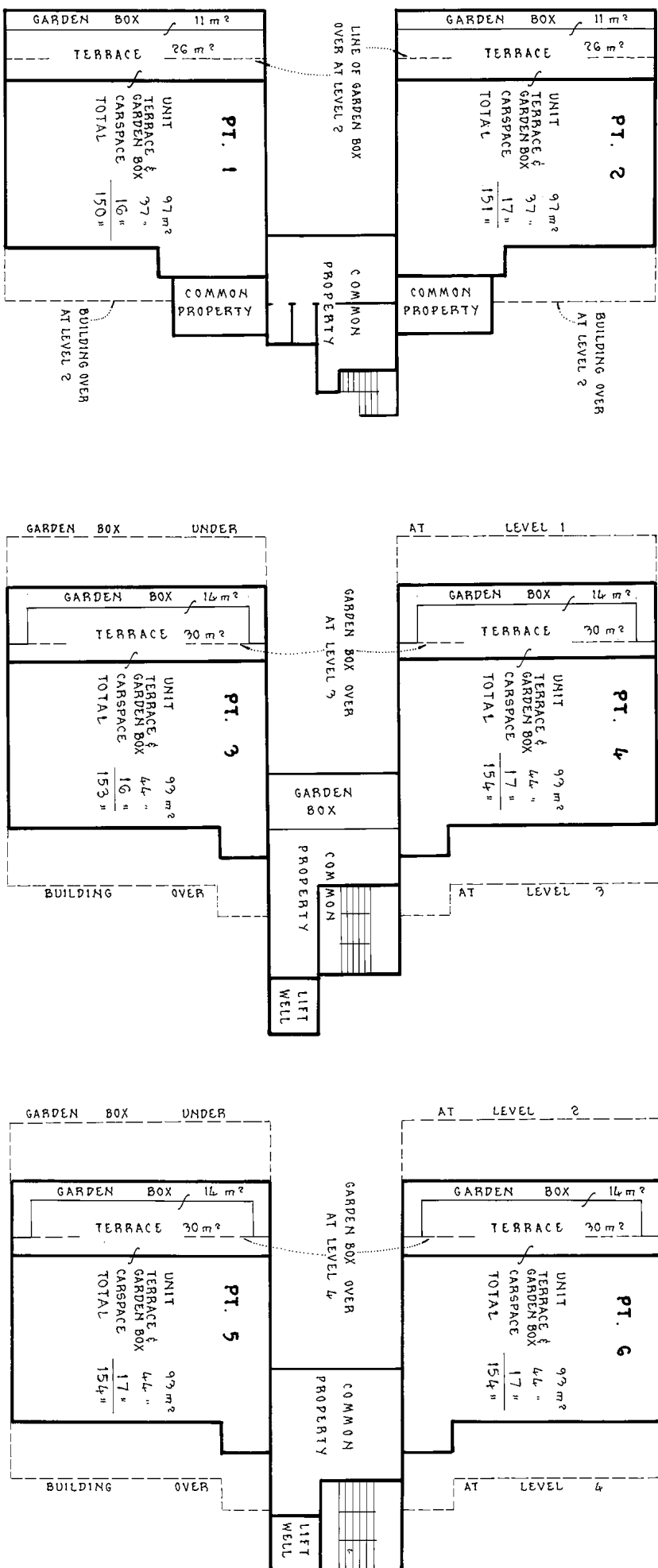
Lengths are in metres

41.16.15
Registered Surveyor

Surinder Singh
Council Clerk



STRATA PLAN 10970



TERRACES & GARDEN BOXES ARE LIMITED IN HEIGHT TO THE UNDER SURFACE OF THE CEILING OF THE LOTS TO WHICH THEY ARE ATTACHED AND IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE SLAB ON WHICH THEY STAND. AREAS ARE APPROXIMATE ONLY.

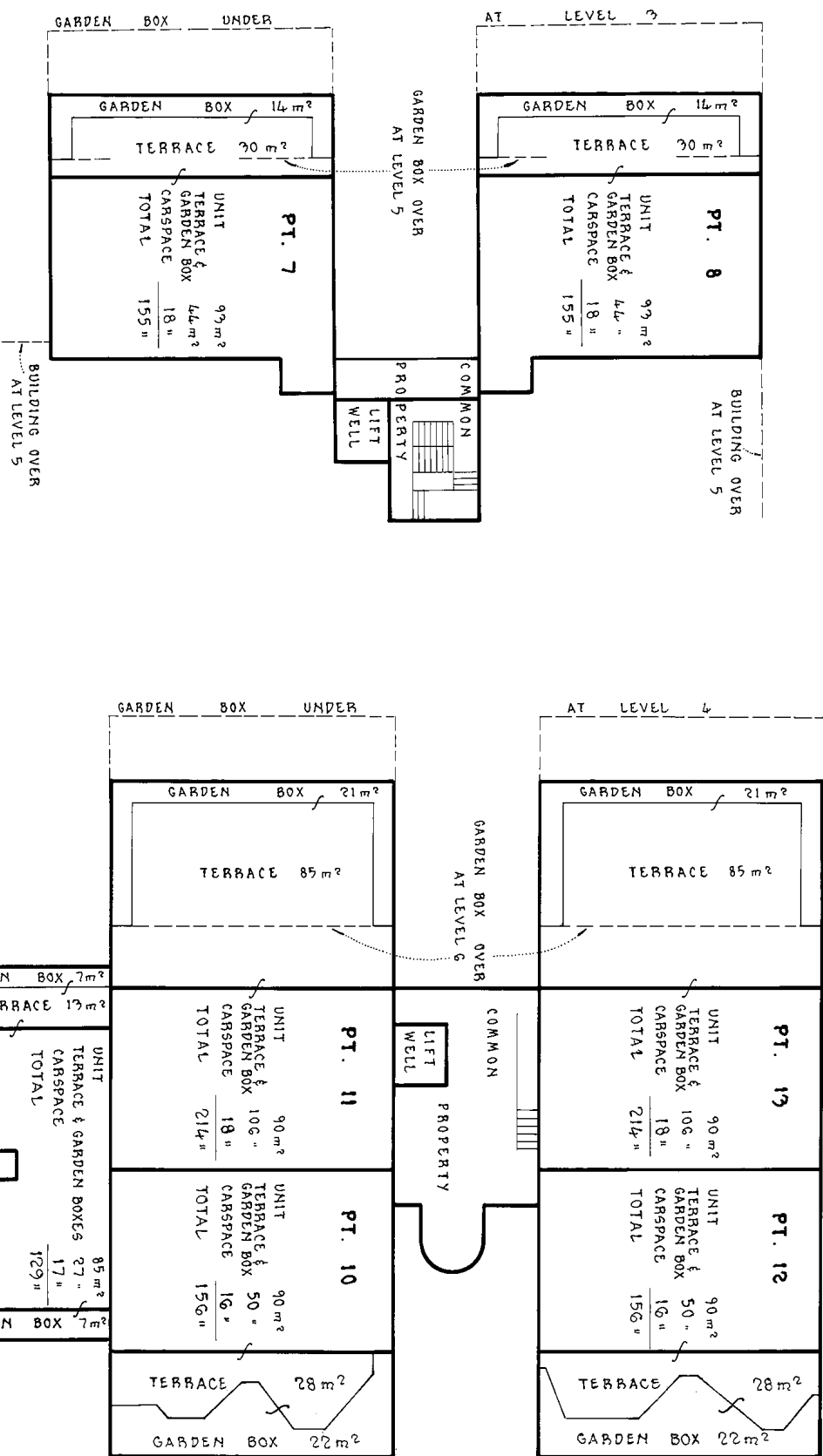
Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

Council Clerk

STRATA PLAN 10970



TERRACES & GARDEN BOXES ARE LIMITED IN HEIGHT TO THE UNDER SURFACE OF THE CEILING OF THE LOTS TO WHICH THEY ARE ATTACHED AND IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE SLAB ON WHICH THEY STAND.

AREAS ARE APPROXIMATE ONLY.

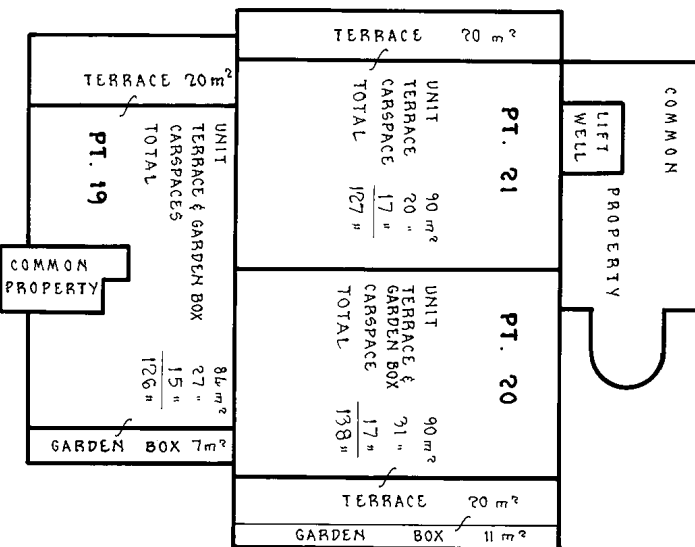
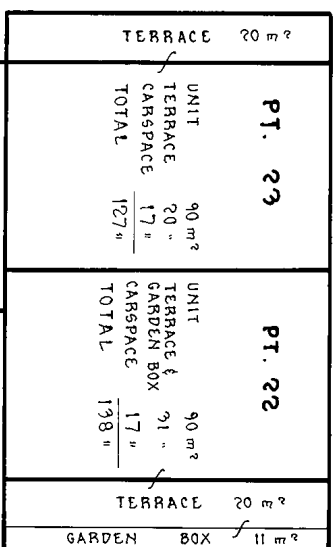
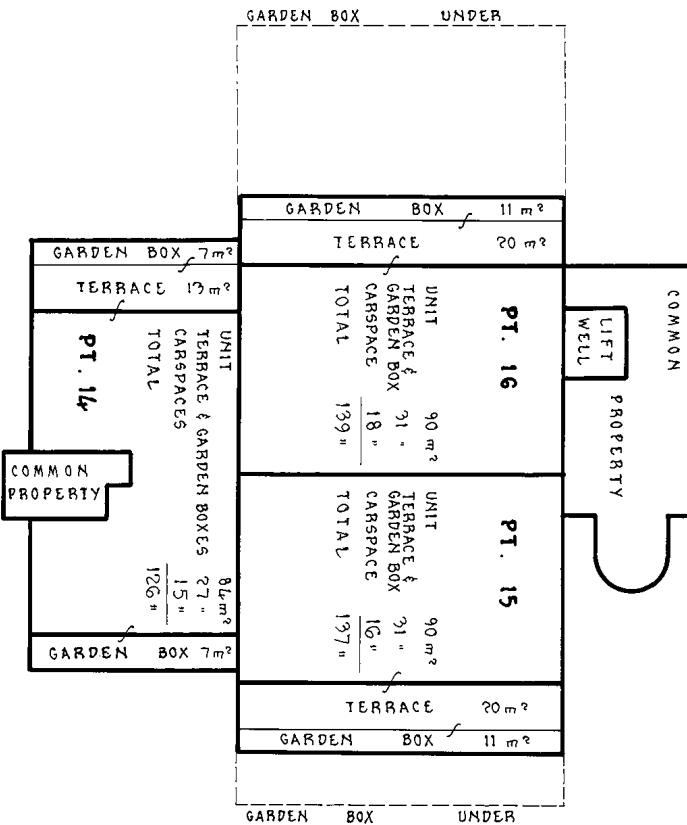
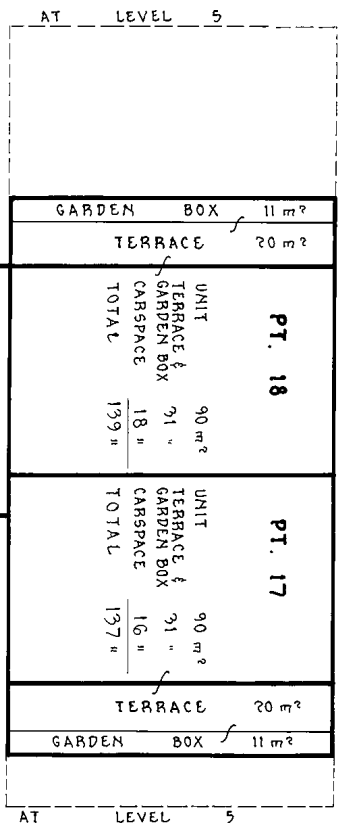
Reduction Ratio 1: 200

Lengths are in metres

Paul M. H. J.
Registered Surveyor

Barbara Kay
Council Clerk

STRATA PLAN 10970



BLOCK 'B', LEVEL 6

TERRACES & GARDEN BOXES ARE LIMITED IN HEIGHT TO THE UNDER SURFACE OF THE CEILING OF THE LOTS TO WHICH THEY ARE ATTACHED AND IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE SLAB ON WHICH THEY STAND. AREAS ARE APPROXIMATE ONLY.

BLOCK 'B', LEVEL 7

Reduction Ratio 1:200

Lengths are in metres



P. J. M. H. J.
Registered Surveyor

R. M. H. J.
Council Clerk



No. L380082

'69 MAR 31 AM 11 28



R.P. 13A

Lodgment
Endorsement

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

WE, FRANCIS TREWAVAS HARRIS and WILLIAM JOSEPH REEVE-PARKER both of Kirribilli, Investors

\$11.00

31.3.68

This form may be used where
no restrictive covenants are
posed or enforcements created
where the simple transfer
is unsuitable.

must not be disclosed in
after.)

handwriting in this
should not extend
margin. Handwriting
clear and legible and
black non-copying

could be ruled up

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

(herein called transferor)

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

TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)

(the receipt whereof is hereby acknowledged) paid to

by

JOHN DAVID STEVENS and JOYCE STEVENS

do hereby transfer to

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

JOHN DAVID STEVENS of 64 Greycliffe Street, Queenscliff,
Professional Engineer and JOYCE STEVENS of the same address
his wife, as joint tenants

(herein called transferee)

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

County	Parish	Reference to Title			Description of Land* (if part only)
		Whole or Part	Vol.	Fol.	
<u>CUMBERLAND</u>	<u>MANLY COVE</u>	<u>PART</u>	<u>10882</u>	<u>146</u>	being Lot B in plan lodged with Order D62550 (now filed as F.P.346435)

The description may refer to
the defined residue of the land
in a certificate or grant (e.g.
"And being residue after
transfer number ") or may
refer to parcels shown in
Town or Parish Maps issued
by the Department of Lands
or shown in plans filed in the
Office of the Registrar General
(e.g. "and being Lot
section D.P. ").

Unless authorised by Reg. 53,
Conveyancing Act Regula-
tions, 1961, a plan may not
be annexed to or endorsed on
this transfer form.

Flow being land comprised
in Cert. of Title, Vol. 110524 of 99

And the transferee covenant(s) with the transferor^e that no fence shall be erected on the land hereby transferred to divide it from Lot B in Transfer No. D712309 (now filed as F.P.357813) unless it be of brick construction and of height no greater than three feet.

The benefit of the foregoing covenant shall be appurtenant to Lot B in F.P.357813.

The burden of the foregoing covenant is upon the land hereby transferred.

The aforesaid covenant may be released, varied or modified by or with the consent of the registered proprietor for the time being of Lot B in F.P.357813.

And the transferors covenant with the transferees that no fence shall be erected on Lot B in F.P.357813 to divide it from the land comprised in this Transfer unless it be of brick construction and of height no greater than three feet.

The benefit of the foregoing covenant by the transferors shall be appurtenant to the land hereby transferred.

The burden of the foregoing covenant by the transferors is upon Lot B in F.P. 357813.

The aforesaid covenant by the transferors may be released varied or modified by or with the consent of the registered proprietor for the time being of the land hereby transferred.

^d Strike out if unnecessary, & suitably adjust.

(i) if any easements are to be created or any exceptions to be made: or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

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

ENCUMBRANCES, &c., REFERRED TO:

Nil.

^e A very short note will suffice.

M 1145-2 Sc 537-2

K 1165-2 S: 437-1

No. **L380082**

Lodged by

Address

CROWN SOLICITOR'S SUB-OFFICE
(VAR SERVICE HOMES)

Phone No.

PARTIAL DISCHARGE OF MORTGAGE.

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

I,

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

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

Dated at

this

day of

19

Signed in my presence by

who is personally known to me

Mortgagee.

DOCUMENTS LODGED HERewith
To be filled in by person lodging dealing

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

Indexed	MEMORANDUM OF TRANSFER <i>Subject to Consent</i> <i>(Consent by Registrar)</i>
Checked by <i>JC</i>	Particulars entered in Register Book <i>29-5-1969</i>
Passed (in S.D.B.) by <i>J</i>	at <i>11 A.M.</i>
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar General

PROGRESS RECORD

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

EXTRA FEES
[Signature]
11/3/69

Lodger Details

Lodger Code 506562H
Name STRATA SPECIALIST LAWYERS
Address PO BOX 515
ROSE BAY 2029
Lodger Box 1W
Email COLINCUNIO@STRATASPECIALISTLAWYERS.COM.AU
Reference 3570

Land Registry Document Identification

AS392862

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP10970	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP10970
Other legal entity

Meeting Date

24/03/2022

Amended by-law No.

Details N/A

Added by-law No.

Details Special By-Laws 14-17

Repealed by-law No.

Details N/A

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP10970
Signer Name RONEN HOWARD
Signer Organisation COLIN CUNIO SOLICITORS PTY. LTD.
Signer Role PRACTITIONER CERTIFIER
Execution Date 16/08/2022



STRATA | SPECIALIST | LAWYERS

THE OWNERS – STRATA PLAN NO 10970

CONSOLIDATED BY-LAWS

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This is page 1 of a total of 100 pages of the Consolidation of By-Laws. The seal of THE OWNERS – STRATA PLAN NO 10970 was affixed on the 12th day of AUGUST, 2022 in the presence of:

Authority: STRATA MANAGING AGENT

Signature: [Signature]

Name: PETER DOMAZETSKIY

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



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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.
- (5) A structure that encloses all or part of a carspace constituted by a part-lot throughout the garage area is a safety device for the purposes of Clause 4(a) of this by-law. Notwithstanding anything to the contrary in this by-law, the owner of a part-lot throughout the garage area, or any person authorised by such owner, may not install any such safety device without the approval in writing of the Owners Corporation, unless it complies with the following specifications:-

Perforated zinc-coated Tilt-a-Door powder coated both sides, 150 jamb type galvanised hardware and centre locking draw bar locksets fitted to 100 x 50 Dar Oregon jambs on columns and 124 x 76 mm Galvanised centre posts; mesh divisions using galvanised chain wire and frames of 50 mm tubular galvanised steel; each division to consist of three horizontal rans and three vertical posts dynabolted top and bottom.

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

- (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.

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

- (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.

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.

24 Unit 37 Works

That the owner of Unit 37 be given approval by Special Resolution to carry out the subject work inside his unit:

- (1) That he install a Floating Timber Floor that has the correct insulation that restricts the flow of noise and is within the acceptable decibel level.
- (2) Upgrade the bathroom, ensuite and laundry.
- (3) Removal of portions of a non structural internal walls:
 - (a) Arches in area of internal doorways.
 - (b) Removal of part of the kitchen wall.

Conditions:

- (1) The Builder will certify that the internal walls are not structural.
- (2) The Builder will produce licences and insurances indemnifying the Owners Corporation against any claims or damages.
- (3) The owner of Unit 37 may use his car space to place a dumper in his car space to get rid of rubbish.
- (4) The working hours will be from 7.30 am to 4.30 pm on weekdays and between 8.00 am and noon on Saturdays.

25 Installation of Timber Decking on Balcony

- 1. For the purposes of this by-law:
 - 1.1 "**Executive Committee**" means the Executive Committee of Strata Plan 10970;

- 1.2 **"Installation"** means the installation of timber decking on balcony;
- 1.3 **"Lot"** means lot 27 in Strata Plan 10970;
- 1.4 **"Owner"** means the owner of the Lot;
- 1.5 **"Owners Corporation"** means the Owners Corporation of Strata Plan 10970.

- 2. Subject to the provisions of this by-law, the Owner may carry out the installation.

Prior to carrying out the installation, the Owner must apply in writing to the Executive Committee for approval to carry out the installation. The Owner's application must include:-

- a) Full details of the Installation including the items to be installed as part of the installation;
- b) Details of the type, brand and quality of the items to be installed as part of the installation, including a description of the materials to be used;
- c) Confirmation that the contractors have effected all necessary policies of insurance, including any policy of insurance specifically requested by the Executive Committee i.e. to indemnify the Owners Corporation against any claims or damages;
- d) Any other document/information reasonably requested by the Executive Committee;
- e) That the colouring of the timber flooring should match as close as possible to the surroundings (By-Law 17);
- f) Should the Owners Corporation need access below the deck to Common Property, this must be provided; and
- g) All future maintenance is the responsibility of the Owner in perpetuity .

30 Installation of Security and Intercom System

The Proprietors - Strata Plan No. 10970 are empowered to alter and add to the common property by the installation of a security and intercom system incorporating a security and on:

- (a) a security and intercom system on all building entrances;
- (b) electronically controlled garage door operated by key switch remote control;
- (c) intercom on garage entry to allow visitors access to car spaces;
- (d) infills in all open spaces to prevent access to garage area; and
- (e) all garage doors to be kept operated.

SPECIAL BY-LAW 1

By-law 2 is amended by addition of Clause (5) in the following terms:-

- (5) A structure that encloses all or part of a carspace constituted by a part-lot throughout the garage area is a safety device for the purposes of Clause 4(a) of this by-law. Notwithstanding anything to the contrary in this by-law, the owner of a part-lot throughout the garage area, or any person authorised by such owner, may not install any such safety device without the approval in writing of the Owners Corporation, unless it complies with the following specifications:-

Perforated zinc-coated Tilt-a-Door powder coated both sides, 150 jamb type galvanised hardware and centre locking draw bar locksets fitted to 100 x 50 Dar Oregon jambs on columns and 124 x 76 mm Galvanised centre posts; mesh divisions using galvanised chain wire and frames of 50 mm tubular galvanised steel; each division to consist of three horizontal rans and three vertical posts dynabolted top and bottom.

SPECIAL BY-LAW 2 – Lot 38 Exclusive Use of Visitor Parking Space

On 5 August 2010, the Owners Corporation, by the Owners in Extraordinary General Meeting, moved and passed a motion and it was specially resolved that the Owners Corporation create a by-law, the provisions of which by-law are set out below:

1. For the purposes of this by-law:
 - 1.1 "**Act**" means the *Strata Schemes Management Act 1996 (NSW)*;
 - 1.2 "**Common Property**" means the common property of Strata Plan No. 10970;
 - 1.3 "**Executive Committee**" means the Executive Committee of Strata Plan No. 10970;
 - 1.4 "**Lot 38**" means lot 38 in Strata Plan No. 10970;
 - 1.5 "**Lot 38 Parking Space**" means that part of Lot 38 shown hatched and marked "Pt 38" on the plan annexed to this by-law;
 - 1.6 "**Owner**" means the owner or occupier of Lot 38 from time to time;
 - 1.7 "**Owners Corporation**" means the Owners Corporation of Strata Plan No. 10970;
 - 1.8 "**Strata Manager**" means the strata managing agent engaged by the Owners Corporation from time to time; and
 - 1.9 "**Visitor Parking Space**" means that part of the Common Property shown hatched and marked with the letters "VPS" on the plan annexed to this by-law.
2. Where any terms used in this by-law are defined in the Act, they have the same meaning those words are attributed under the Act.
3. The Owners Corporation grants the Owner a right of exclusive use and enjoyment of the whole of the Visitor Parking Space, in accordance with the terms of this by-law.
4. The Owner is granted the right referred to in clause 3 in consideration for the Owner relinquishing their use of the Lot 38 Parking Space to the Owners Corporation.
5. The Owner consents to the Owners Corporation using the Lot 38 Parking Space for the purpose of visitor parking.
6. In the event the Owner no longer requires the use of the Visitor Parking Space, this by-law will cease to have force and effect and will be repealed.
7. The Owner will do all things and sign all documents necessary to effect the repeal of this by-law.
8. The Owners Corporation is responsible for the repair and maintenance of the Lot 38 Parking Space. The cost of that repair and maintenance will be borne and paid for by the Owners Corporation.
9. The Owner will not obstruct the Owners Corporation's or a visitor's access to the Lot 38 Parking Space. In the event the Owners Corporation's or a visitor's access to the Lot 38

Parking Space is obstructed at anytime, the Owner will do all things necessary to remove that obstruction. In the event the obstruction is due to the Owner's action or inaction, the Owner will bear any cost associated with removal of the obstruction.

10. The Owner is responsible for the repair and maintenance of the Visitor Parking Space, as well as the repair and maintenance of any item stored within the Visitor Parking Space by the Owner. The cost of such repair and maintenance will be borne and paid for by the Owner.
11. If the Owner fails to meet their obligation under clause 10, the Owners Corporation may, in its reasonable discretion and via the Executive Committee or Strata Manager, direct the Owner to carry out any necessary repair and/or maintenance of the Visitor Parking Space or items stored within the Visitor Parking Space.
12. If the Owner fails to respond in any way to the Owners Corporation's direction in clause 11 within three (3) months of a written request by the Executive Committee or Strata Manager to the Owner, then the Owners Corporation may, through the Executive Committee or Strata Manager.
 - a. carry out all work reasonably necessary to perform that obligation;
 - b. enter upon any part of the Visitor Parking Space to carry out that work; and
 - c. recover from the Owner any costs relating to carrying out that work.
13. The Owner and the Owners Corporation will cooperate with each other and sign all documents and do all things necessary to facilitate the carrying out of their respective obligations under this by-law.
14. The Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or injury to any person arising out of the Owner's lawful use of the Visitor Parking Space.
15. The Owners Corporation indemnifies the Owner against claims, demands and liability of any kind that may arise in respect of damage to any property or injury to any person arising out of the Owners Corporation's lawful use of the Lot 38 Parking Space.
16. Nothing in this by-law varies the Owner's obligation to meet their statutory obligation to pay the contributions levied by the Owners Corporation from time to time.

SPECIAL BY-LAW 3 – Exclusive Use by-law for lot 13

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Lot** means lot 13 in strata scheme 10970.
- (b) **Owner** means the owner of the Lot from time to time.
- (c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 10970.
- (d) **Works** means the already installed works relating to:
 - i. Removal of the vermiculite and painting the underside of the ceiling on the covered area of the balcony;
 - ii. Rendering and painting of the external wall facing onto the balcony;
 - iii. Painting the external sliding doors and window frames;
 - iv. Installation of bi-fold doors across the width of the balcony; and
 - v. Installation of two sash windows within the side openings of the balcony walls.
- (e) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

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

PART 2 GRANT OF RIGHT

- 2.1** The Owner is authorised to keep the Works and is granted the exclusive use of the Exclusive Use Area.

PART 3
CONDITIONS

PART 3.1
Enduring rights and obligations

3.2 The Owner:

- (a) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (b) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (c) remains liable for any damage to lot or common property arising out of the Works;
- (d) must make good any damage to lot or common property arising out of the Works; and
- (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

SPECIAL BY-LAW 4 – Cosmetic Renovations

- (1) In this by-law “**Cosmetic Work**” means an owner’s work which affects the common property in connection with their lot for the following purposes:
- (a) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls;
 - (b) installing or replacing handrails;
 - (c) painting;
 - (d) filling minor holes and cracks in internal walls (**please advise Strata Manager of structural cracking*);
 - (e) laying carpet (**cannot be done without inspection of concrete slab in advance*);
 - (f) installing or replacing built-in wardrobes;
 - (g) installing or replacing internal blinds and curtains (**must be white on outside*);
 - (h) installing any locking or other safety device for protection of a lot against intruders;
 - (i) installing any screen or other device to prevent entry of animals or insects on the lot;
 - (j) installing any locking or other safety device to improve safety within a lot;
 - (k) installing any device used to affix decorative items (e.g. framed paintings) to the internal surfaces of walls in a lot;
 - (l) any other work described in Section 109(2) of the Act;
- but does not include:
- (i) Minor Renovations as defined in Special By-law 5;
 - (ii) work involving structural changes;
 - (iii) work that changes the external appearance of a lot, including the installation of an external access ramp;
 - (iv) work that detrimentally affects the safety of a lot or common property, including fire safety systems;
 - (v) work involving waterproofing or the plumbing or exhaust system of the property;
 - (vi) work involving reconfiguring walls;
 - (vii) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
 - (viii) any other work described in Section 109(5) of the Act.

Cosmetic Work

- (2) An owner may carry out Cosmetic Work without the approval of the owners corporation, and if so, must comply with the conditions contained in clauses 4 to 8. (**As with carpet instalment or replacement, this is preceded by concrete slab inspection. Should the Owner replace or install carpet without concrete slab inspection, the Owner may be liable for covering the cost of future repairs to the concrete slab in their individual unit and neighbouring units or common areas*)
- (3) The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Cosmetic Work and its decision will not affect the safety of any property, structure or common property or detract from the appearance of any property in the strata scheme.

Carrying out Cosmetic Work

- (4) When carrying out Cosmetic Work an owner must:
- (a) do the work in a proper, timely, skillful, and workmanlike manner using materials that are suitable for the purpose for which they are used;
 - (b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;
 - (c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
 - (d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the property and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
 - (e) in the absence of any limitation imposed by any Authority, only perform the works at the following times:
 - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 8am and 5pm Monday to Friday only and 9am to 1pm on Saturday and not on a Sunday or public holiday.
 - A note should be displayed on the noticeboard to advise Residents if work is considered particularly noisy and exceeds one hour in duration.
 - (ii) Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) limited to a single four-hour period between 9am and 3pm per day (that is from Monday to Friday, excluding public holidays);
 - (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
 - (g) protect the property both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation

including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;

- (h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (i) remove rubbish from the property arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the property;
- (j) subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (k) ensure that the security of the property is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) not use common property power or water;
- (m) pay all costs associated with the work, including any costs, fees, expenses or fines incurred by the owners corporation in relation to the work.

Use of Cosmetic Works

- (5) An owner (or other user of the work) must ensure that the use of the work following completion:
 - (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - (b) complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

- (6) An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

- (7) An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clause 4 apply to any work the owner carries out to comply with this clause.

Indemnity

- (8) An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:

- (a) performance of the work;
- (b) use of the work;
- (c) failure to comply the duty to maintain, repair, renew or replace;
- (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;
- (e) owner's breach of any part of this by-law.

SPECIAL BY-LAW 5 – Minor Renovations

- (1) In this by-law “**Minor Work**” means an owner’s work which affects the common property in connection with their lot for the following purposes:
- (a) changing recessed light fittings;
 - (b) installing or replacing wood or other hard floors;
 - (c) installing or replacing wiring, cabling, pipes, or ducts
 - (d) installing or replacing power or access points;
 - (e) work involving reconfiguring walls;
 - (f) installing a rainwater tank;
 - (g) installing a clothesline (**Refer to By-law 10 “Drying of laundry items” and Community Guidelines Item 5 on page 6. Portable clothesline preferred. No approval will be given for extractable tall clotheslines (or any lines of this type). Small wall mounted clothesline subject to approval if hidden from visibility.*)
 - (h) installing a reverse cycle split system air conditioner or ducted air conditioning system;
 - (i) installing double or triple glazed windows;
 - (j) installing and replacing heat pump or other hot water service;
 - (k) installing ceiling insulation;
 - (l) installing an aerial, antenna, or satellite dish;
 - (m) installing a skylight, ventilation or exhaust fan or a whirlybird directly above a lot;
 - (n) any other work described in Section 110(3) of the Act;
 - (o) any other work that is not:
 - (i) Cosmetic Work as defined in Special by-law 4;
 - (ii) work involving structural changes;
 - (iii) work that changes the external appearance of a lot, including the installation of an external access ramp;
 - (iv) work involving waterproofing;
 - (v) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
 - (vi) work that is authorised by a by-law made under Section 108 of the Act or a common property rights by-law;

(vii) any other work described in Section 110(7) of the Act;

but does include the work described in sub clauses (i) to (vii) above.

Minor Renovations

- (2) An owner may only carry out Minor Renovations with the approval of the owners corporation.
- (3) The owners corporation delegates its functions under Section 110 of the Act to the strata committee. In the event the owners corporation and the strata committee exercise the same function under Section 110 of the Act, the exercise of the function by the owners corporation prevails.
- (4) The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Minor Renovations and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

Application to owners corporation for approval for Minor Renovation

- (4) Before the owners corporation considers approving Minor Renovations, an owner must make an application to the owners corporation for approval, such an application to be in writing and sent to the Strata Managing Agent and must contain:
 - (a) the owner's name, address and telephone number;
 - (b) the lot number connected with the works;
 - (c) details of the work including plans, specifications, drawings, conditions, and notes;
 - (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
 - (e) an estimate of the duration and times of the work;
 - (f) details of the persons carrying out the work including their name, licence number, qualification, and telephone number;
 - (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
 - (h) a statement that the work does not involve:
 - (i) the removal or alteration of a structural element of the building;
 - (ii) the installation, replacement or exposure of a waterproofing membrane or flashings;
 - (iii) changing the external appearance of any lot;
 - (iv) detrimentally affecting the safety of a lot, including fire systems;

- (i) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

Determination of application for approval of Minor Renovations

- (6) When determining an application made in accordance with clause 5, the owners corporation may:
 - (a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
 - (b) engage a consultant to assist it to review the application;
 - (c) approve the application with some or all the conditions contained in clauses 7 to 17, or impose additional conditions;
 - (d) refuse the application, but must not act unreasonably when doing so.

Before Minor Renovations are carried out

- (7) Before carrying out Minor Renovations an owner must:
 - (a) give to the owners corporation evidence at those persons carrying out the work has:
 - (i) any requisite current licence to conduct the work;
 - (ii) contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
 - (iii) insurance if required under Section 92 of the *Home Building Act 1989*;
 - (iv) workers compensation insurance if required by law;
 - (b) give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
 - (c) If requested by the owners corporation:
 - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not involve structural changes, such certification to be in favour of the owners corporation;
 - (ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work does not involve waterproofing, such certification to be in favour of the owners corporation;
 - (iii) give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved

application, such a report be in writing and to include photographs of any area of the building that may be affected by the work;

- (iv) pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably.

When Minor Renovations are being carried out

- (8) When carrying out Minor Renovations an owner must:
 - (a) do the work in a proper, timely, skillful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
 - (b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;
 - (c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
 - (d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
 - (e) in the absence of any limitation imposed by any Authority, only perform the works at the following times:
 - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 8am and 5pm Monday to Friday only and 9am to 1pm on Saturday and not on a Sunday or public holiday.
 - (ii) Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) limited to a single four-hour period between 9am and 3pm per day (that is from Monday to Friday, excluding public holidays);
 - (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
 - (g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
 - (h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

- (i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (j) subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot closed at all times while the works are being conducted;
- (k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) not use common property power or water;
- (m) give access to the owners corporation's nominee access to the lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After Minor Renovations are carried out

- (9) After carrying out Minor Renovations an owner must:
 - (a) notify the owners corporation that the work has been completed within 7 days after its completion;
 - (b) give the access to the owners corporation's nominee access to the lot to inspect the work;
 - (c) notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
 - (d) if required by the owners corporation:
 - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work has not affected any existing waterproofing membrane or has involved waterproofing, such certification to be in favour of the owners corporation;
 - (iii) give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iv) give a post works dilapidation report prepared by the same person who prepared the report in clause 7(c)(iii).

Use of Minor Renovations

- (10) An owner (or other user of the work) must ensure that the use of the work following completion:
- (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - (b) complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

- (11) An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

- (12) An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. An owner must also renew or replace the work where necessary. The provisions of clauses 7 to 9 apply to any work the owner carries out to comply with this clause.

Indemnity

- (13) An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) performance of the work;
 - (b) use of the work;
 - (c) failure to comply the duty to maintain, repair, renew or replace;
 - (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;
 - (e) owner's breach of any part of this by-law insofar as it related to Minor Renovations.

Insurance

- (14) An owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

- (15) The owners corporation may apply any part of a bond paid by an owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.

- (16) The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by an owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

Costs

- (17) An owner is responsible for all costs, fees, and expenses incurred by the owners corporation in considering or granting approval, enforcing any breach of a condition of approval, and undertaking any action, matter or thing required of it in relation to a Minor Renovation.

Breach of this by-law

- (18) If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
 - (b) if the owner fails to comply with the request in sub clause (a):
 - (i) without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
 - (ii) recover the costs of carrying out work referred to in this clause hereto from the owner;
 - (iii) recover as a debt any amounts payable by an owner pursuant to this by-law.

Schedule of approved Minor Renovations and Major Renovations

- (19) The owners corporation must, from the date of registration of this by-law, maintain a schedule of approved Minor Renovations and Major Renovations in the form of Schedule 3 to Special By-law 6.

SPECIAL BY-LAW 6 – Major Renovations

- (1) In this by-law “**Major Renovations**” means an owner’s work which affects the common property for the following purposes:
- (a) structural changes;
 - (b) changes to the external appearance of a lot, including the installation of an external access ramp or a pergola;
 - (c) waterproofing;
 - (d) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
 - (e) work that is not Cosmetic Work as defined in Special By-Law 4, or Minor Renovations as defined in Special By-Law 5.

Major Renovations

- (2) An owner may only conduct Major Renovations in accordance with the following conditions:
- (a) the owners corporation must authorise the work by passing a special resolution in accordance with s.108(2) of the Act on terms which may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 1, except to the extent of any contrary provision in the authorisation;
 - (b) a by-law is made by the owners corporation under or for the purposes of s.108(5) of the Act on terms which impose upon the owner the duty to maintain the Major Renovation and may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 2;
 - (c) the by-law is registered and a recording made in the certificate of title comprising the common property.
- (3) An owner should undertake the process in clause 4 before presenting any motion referred to in clause 2 for the consideration of the owners corporation.

Application to owners corporation for approval for Major Renovations

- (4) An owner should make an application to the owners corporation for approval, such an application to be in writing and sent to the Strata Managing Agent and must contain:
- (a) the owner’s name, address and telephone number;
 - (b) the lot number connected with the works;
 - (c) details of the work including plans, specifications, drawings, conditions, and notes;
 - (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
 - (e) an estimate of the duration and times of the work;

- (f) details of the persons carrying out the work including their name, licence number, qualification, certificates of currency of insurance, and telephone number;
- (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
- (h) motions generally in the form of Schedule 1 and 2 (with the blank parts appropriately filled in and any changes marked up);
- (i) the owner's consent to the making of the by-law;
- (j) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

Determination of application for approval of Major Renovations

- (5) When determining an application made in accordance with clause 4, an owners corporation may:
 - (a) request further information from the owner in considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
 - (b) engage a consultant to assist it to review the application;
 - (c) approve the application in its original form, or with amendments to the motions required in clause 2;
 - (d) refuse the application, but must not act unreasonably when doing so.

Breach of this by-law

- (6) If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
 - (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
 - (b) if the owner fails to comply with the request in sub clause (a):
 - (i) without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
 - (ii) recover the costs of carrying out work referred to in this clause hereto from the owner;
 - (iii) recover as a debt any amounts payable by an owner pursuant to this by-law.

Schedule of approved Minor Renovations and Major Renovations

- (7) The owners corporation must, from the date of registration of this by- law, maintain a schedule of approved Minor Renovations and Major Renovations in the form of Schedule 3 to this by-law.

SCHEDULE 1

THAT the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(2) of the *Strata Schemes Management Act 2015*:

1. That the owner of lot{INSERT LOT NUMBER} (“the owner”), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
 - (a){INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
 - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. That the authority referred to in paragraph 1 is given by the owners corporation:
 - (a) on the basis that the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works is the responsibility of the owner; and
 - (b) subject to a by-law being made with the consent in writing of the owner, which gives effect to the responsibility for maintenance referred to in 2(a).

SCHEDULE 2

THAT the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(5) of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms and have it registered:

SPECIAL BY-LAW {INSERT NEXT SPECIAL BY-LAW NUMBER}

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot{INSERT LOT NUMBER} (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
 - (a){INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
 - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

SCHEDULE OF CONDITIONS

4. In this schedule:
 - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
 - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
 - (c) “**Lot**” means lot{INSERT LOT NUMBER};
 - (d) “**work**” means the work referred to in clause 1 of this by-law;
 - (e) Unless the context or subject matter otherwise indicates or requires:
 - (i) Reference to the singular includes the plural and vice versa;
 - (ii) A thing includes the whole or part of it;
 - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
 - (iv) A document includes any amendment or replacement of it;

- (v) “Including” and similar expressions are not words of limitation;
- (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

5. Before carrying out work, the owner must:

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence that those persons carrying out the work have:
 - (i) Any requisite current licence to conduct the work;
 - (ii) Contractors’ all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
 - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
 - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If requested by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely alter the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
 - (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:
- (a) Comply with any condition or requirement of any Authority;
 - (b) Do the work in a proper, timely, skillful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
 - (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
 - (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
 - (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
 - (f) in the absence of any limitation imposed by any Authority, only perform the works at the following times:
 - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 7am and 6pm Monday to Friday only and 8am to 1pm on Saturday and not on a Sunday or public holiday.
 - (ii) Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) limited to a single four-hour period between 9am and 3pm per day (that is from Monday to Friday, excluding public holidays);
 - (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
 - (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
 - (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
 - (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;

- (k) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If required by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(d)(ii).

Use of Work

8. The owner (or other user of the work) must ensure that the use of the work following completion:
- (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any Damage

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and Maintenance

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) Performance of the work;
 - (b) Use of the work;
 - (c) Failure to comply the duty to maintain, repair, renew or replace;
 - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
 - (e) Owner's breach of any part of this by-law.

Insurance

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.

14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

Breach of this By-Law

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
 - (b) If the owner fails to comply with the request in sub clause (a):
 - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
 - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
 - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

SCHEDULE 3

Schedule of approved Minor Renovations and Major Renovations

Date of approval	Lot No.	Name of owner given approval	Approval given by owners corporation or strata committee	Minor or Major Renovation	Brief description of the Minor or Major Renovation

SPECIAL BY-LAW 7 – Parking

DEFINITIONS

- 1.1 In this By-law, the following terms are defined to mean:
- (a) **“Act”** means the *Strata Schemes Management Act, 2015*.
 - (b) **“Administration Fee”** means the sum of \$200.00 per day or part thereof or of such other amount as determined or incurred pursuant to this By-law by the Strata Committee of the Owners Corporation from time to time.
 - (c) **“Common Property”** means the common property in the Strata Scheme.
 - (d) **“Lot”** means each and every lot in the Strata Scheme.
 - (e) **“Occupier”** includes any lessee, licensee or tenant of a Lot.
 - (f) **“Owner”** means the respective owner of a Lot.
 - (g) **“Owners Corporation”** means The Owners – Strata Plan No. 10970.
 - (h) **“Strata Scheme”** means the strata schemes relating to Strata Plan No. 10970 located at 100 Queenscliff Road, Queenscliff.
 - (i) **“Vehicle”** means any description of a vehicle on wheels.
 - (j) **“Visitor”** includes an invitee, contractor or serviceman.
- 1.2 Words importing:
- (a) The singular include the plural and vice versa; and
 - (b) A gender includes any gender.
- 1.3 Words defined in the Act have the meaning given to them in the Act.

PROHIBITIONS

- 1.4 No Vehicles in the charge of a trespasser may be upon or remain stationary on Common Property or on a Lot.
- 1.5 No Vehicle may remain stationary on Common Property (excluding a visitors vehicle parking space, a vehicle washing space, a service vehicle space or an emergency vehicle space) except with the written approval of the Owners Corporation.
- 1.6 No Vehicle may remain stationary on a Lot except with the approval of the Owner or Occupier of the Lot.
- 1.7 No Vehicle may remain stationary on a visitor vehicle space for a period in excess of 24 hours.
- 1.8 No Vehicle in the charge of an Owner or Occupier may remain stationary on:
- (a) A visitors vehicle space, a service vehicle space or an emergency vehicle space; or

- (b) A vehicle wash space for the purpose of washing the vehicle or for a period in excess of one hour.
- 1.9 No Vehicle may remain on a service vehicle space except a Vehicle in the charge of a person who, at that time, is providing a service to the Owners Corporation or to a Lot owner or Occupier.
- 1.10 No Vehicle may remain stationary on an emergency vehicle space except an emergency vehicle in the charge of a provider of emergency services.

CONTRAVENTION

- 1.11 In the event that a Vehicle is stationary:

- (a) On Common Property; or
 - (b) On a Lot,

In contravention of this By-law, then the Owners Corporation (in the respect of Common Property) or the Owner or Occupier of the Lot or the Owners Corporation at the request of the Owner or Occupier (in respect of a lot) may:

- (c) Immobilise the Vehicle by means of wheel clamps or by means of any other device (including installation of a bollard/barrier);
 - (d) Detain the Vehicle:
 - (i) By means of wheel clamps or any other device (including installation of a bollard/barrier);
 - (ii) By towing the vehicle to an available and unrestricted vehicle space whether internally or externally to the Strata Scheme;
 - (e) impose on the person in charge of the Vehicle an Administration Fee for the release of the Vehicle;
 - (f) place on any Vehicle parked in contravention with this By-law, a sticker which indicates to the person in charge of the Vehicle that the Administration Fee has been imposed; and
 - (g) Recover the Administration Fee as a debt from the person in charge of the Vehicle, if such fee is not paid prior to the expiration of one month after the date upon which the contravention commenced, and the expenses of the Owners Corporation incurred in recovering the Administration Fee.

LIABILITY

- 1.12 Any person who brings a motor vehicle onto a Lot or Common Property acknowledges that he does so at his own risk.
- 1.13 The Owners Corporation shall not be liable for any damage which may occur to any vehicle which is stationary in contravention of this By-law or any fine which may be imposed in relation to any Vehicle which is removed from the Strata Scheme pursuant to this By-law.

OBLIGATION

- 1.14 Each Owner and Occupier must give to the Owners Corporation details of the registration number and person in charge of any Vehicle that is driven from time to time on the Common Property by such Owner or Occupier or with his permission.
- 1.15 The Owners Corporation may maintain a register of the information provided to it pursuant to Clause 1.14 for the purpose of administrating this By-law and may supply that information to any person who, to it, appears to have a proper interest in obtaining that information.
- 1.16 An Owner has a duty to inform any Occupier of or Visitor to the Owner's Lot that the terms of this By-law are in force.
- 1.17 An Occupier has a duty to inform any invitee to the Occupier's Lot that the terms of this By-law are in force.

AGREEMENT & CONSENT

- 1.18 Each person in charge of any Vehicle entering onto Common Property or a Lot agrees with the Owners Corporation and each Owner and Occupier of the relevant Lot that each such person:
- (a) Consents to the Owners Corporation or the relevant Lot Owner immobilising the Vehicle in the event that it is stationary in contravention of this By-law;
 - (b) Consents to the Owners Corporation and the relevant Lot Owner detaining that Vehicle by means of wheel clamps or by means of any other device in the event that it is stationary in contravention of this By-law;
 - (c) Agrees that he will pay, on demand, the Administration Fee for the release of the Vehicle; and
 - (d) Warrants that he is entitled to give the consents and to enter into the agreements contained herein.
- 1.19 Each person who drives a Vehicle onto the Common Property or a Lot, or is in charge of a Vehicle which is stationary on the Common Property or a Lot, acknowledges that there is an agreement or arrangement in force pursuant to this By-law between such person and the Owners Corporation and all Lot Owners and Occupiers that the Owners Corporation and each relevant Lot Owner and Occupier is entitled to immobilise any Vehicle which is stationary in contravention of this By-law and to detain each such Vehicle until such time as the Administration Fee provided by this Bylaw is paid to the Owners Corporation.
- 1.20 The consents and agreements contained in this By-law are intended to have operation under sections 651B and 651C of the *Local Government Act 1993*.

RIGHTS

- 1.21 The Owners Corporation shall have the right to erect signs and bollards/barriers on the common property for the purpose of regulating parking within the Strata Scheme and of informing Owners, Occupiers, Visitors and trespassers that this By-law or consent under section 651B and an agreement pursuant to section 651C of the *Local Government Act 1993* are in force.

PROOF

- 1.22 It shall be the obligation of a person asserting that he has an approval referred to in this By-law to prove that such approval exists and, in the absence of such proof, such approval is deemed not to exist.
- 1.23 It shall be the obligation of a person asserting that he is not a trespasser to prove the authority by which he or any Vehicle in his charge is on the Common Property or a Lot and in the absence of such proof, the person and the Vehicle concerned is deemed to be a trespasser on the Common Property or the Lot as the case may be.
- 1.24 An Owner or Occupier does not have the power to grant permission to bring a Vehicle onto any Lot (other than a Lot of which he is Owner or Occupier) or onto Common Property (except a bona fide Visitor in respect of a visitors vehicle space, a bona fide serviceman in respect of a service vehicle space, or a bona emergency vehicle operator in respect of an emergency vehicle space).

AUTHORITY TO DELEGATE & TO ENTER INTO AGREEMENTS

- 1.25 The Owners Corporation shall have the power or function to delegate its authority to administer this By-law and to enter into agreements for the administration of this By-law.

SPECIAL BY-LAW 8 – Floor Coverings

- 1.1 Prior to any change in flooring, the concrete slab must be inspected prior to new flooring being installed, for all floor replacements and subsequent installation (including but not limited to carpet, floorboards, tiles etc).
- 1.2 An Owner must ensure that all floor space within an Owner's Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier. (** Please note that even after approval, flooring remains the responsibility of the Owner to ensure By-law 6 "Noise" is not breached by choice of flooring.*)
- 1.3 Without limiting the requirements of this by-law, if an owner is utilising a floor finish within an Owner's Lot other than carpet the minimum standard to be achieved for any such floor finish must be the minimum standard prescribed by the Building Code of Australia from time to time.

*An acoustic certificate for flooring system Owner intends to lay. Needs to be 4 stars or above.

This should accompany application for approval.

See below table for star ratings.

4 star + rating requires an LnT,w between 40 to 49 dB. (lower the dB higher the Star)

Impact Isolation of Floors	2 Star	BCA	3 Star	4 Star	5 Star	6 Star
Between Tenancies LnT,w(dB)	65	62	55	50	45	40

This is sensible as the BCA minimum requirement of 62 dB is totally unacceptable for most reasonable people and would not meet the subjective requirement (14) of the *Strata Schemes Management Regulation 2016*:

"14 Floor coverings (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot."

- 1.4 An Owner must provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person who must be approved by the Owners Corporation acting reasonably, following installation of a floor finish other than carpet to demonstrate compliance with this By-law, no later than 1 month following installation.

(**If a Noise complaint is received, the Owner must try and rectify the situation and if need be organise and pay for an acoustic engineer report.*)

- 1.5 This By-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom which is located above a kitchen, laundry, lavatory or bathroom.

SPECIAL BY-LAW 9 – Prohibiting Short-Term Letting

Prohibition of Short-Term Rental Arrangement where the lot is not the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.

- 1.1 In accordance with Section 137A (1) of the *Strata Scheme Management Act 2015* this By-Law prohibits a lot being used for the purposes of a short term rental accommodation arrangement if the lot is not the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.
- 1.2 Short term rental accommodation arrangement is defined in section 54A of the *Fair Trading Act 1987*.

Notes:

This By-Law has no effect where the lot is the principal place of residence of the person who is giving another person the right to occupy the lot providing that:

- A. a tenant who is the resident of the lot has the lot owner's permission in writing, prior to engaging in any short term rental arrangement related to that lot;
- B. a copy of the written permission is forwarded to the strata manager by the lot owner within 5 business days of granting such permission; and
- C. the tenant and the owner may be held liable for any damage to common property or other legal action (initiated by Fair Trading NSW, the owners corporation, other owners or other residents) as a result of any short term rental agreement.

SPECIAL BY-LAW 10 – A By-Law with Respect to Communication with Suppliers & Residents, including Strata Committee Members

1. Communication with suppliers

- 1.1 An owner or occupier of a lot must not communicate with a Supplier without the prior written authorisation of the owners corporation.
- 1.2 An owner or occupier of a lot must not communicate with a Supplier in a manner that purports to instruct or direct that Supplier, unless that owner or occupier has been duly appointed by the owners corporation to exercise a role of that nature under a contract with that Supplier.
- 1.3 Despite the preceding two clauses, an owner or occupier of a lot may communicate with a Supplier in an emergency.
- 1.4 An owner or occupier of a lot must, when communicating with a Supplier in accordance with this by-law, be courteous and respectful, and must not (without limitation) swear at, threaten, harass, intimidate, shout at, yell at or otherwise speak or act in a derogatory manner to the Supplier.
- 1.5 An owner or occupier of a lot must ensure that their invitees comply with this by-law as if they were that owner or occupier. An owner or occupier of a lot is liable for the conduct of their invitees under this by-law as if that invitee was that owner or occupier.
- 1.6 In this by-law, **Supplier** means an employee, agent or contractor who provides services to the owners corporation, or any employee, agent or sub-contractor of such a person.

2. Communication with Residents, including Strata Committee members

- 2.1 An owner or occupier of a lot must, when communicating with another owner or occupier of a lot (without limitation including members of the executive committee), be courteous and respectful, and must not (without limitation) swear at, threaten, harass, intimidate, shout at, yell at or otherwise speak or act in a derogatory manner to that other person.
- 2.2 An owner or occupier of a lot must, when writing (including by email and other electronic means) to the strata committee or its members, be courteous and respectful, and must not (without limitation) use language that threatens, harasses, intimidates or is derogatory to that person, to another member of the strata committee, or to the strata committee.
- 2.3 An owner or occupier of a lot must ensure that their invitees comply with this by-law as if they were that owner or occupier. An owner or occupier of a lot is liable for the conduct of their invitees under this by-law as if they were that owner or occupier.

3. Definitions and Interpretation

3.1 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 (Freehold Development) Act 1973* will have the same meaning.

3.2 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.

SPECIAL BY-LAW 11 – Adoption of Common Property Memorandum

This by-law adopts the common property memorandum prescribed by the Strata Schemes Management Regulation 2016 for the purposes of section 107 of the *Strata Schemes Management Act 2015* as at the date of the meeting at which it was resolved to make this by-law (“**Memorandum**”).

Common property memorandum

Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	<ul style="list-style-type: none"> (a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
2. Ceiling/Roof	<ul style="list-style-type: none"> (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner’s responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner’s responsibility) (c) guttering (d) membranes
3. Electrical	<ul style="list-style-type: none"> (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot

	<ul style="list-style-type: none"> (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
4. Entrance door	<ul style="list-style-type: none"> (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer (c) security doors, other than those installed by an owner after registration of the strata plan
5. Floor	<ul style="list-style-type: none"> (a) original floorboards or parquetry flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
6. General	<ul style="list-style-type: none"> (a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property

	(g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
7. Parking/Garage	(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	(a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground
9. Windows	(a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot

	<ul style="list-style-type: none"> (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	<ul style="list-style-type: none"> (a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
5. Floor	<ul style="list-style-type: none"> (a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquet flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	<ul style="list-style-type: none"> (a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot

7. Parking/Garage	<ul style="list-style-type: none"> (a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
8. Plumbing	<ul style="list-style-type: none"> (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	<ul style="list-style-type: none"> (a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

SPECIAL BY-LAW 12 – Apartment 29 Renovations

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 29 (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
 - (a) Renovations of the main and ensuite bathrooms as described in renovation summary document outlining the nature of the works to be undertaken, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
 - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

SCHEDULE OF CONDITIONS

4. In this schedule:
 - a. “**Act**” means the *Strata Schemes Management Act 2015*;
 - b. “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
 - c. “**Lot**” means lot 29;
 - d. “**work**” means the work referred to in clause 1 of this by-law;
 - e. Unless the context or subject matter otherwise indicates or requires:
 - i. Reference to the singular includes the plural and vice versa;
 - ii. A thing includes the whole or part of it;
 - iii. A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
 - iv. A document includes any amendment or replacement of it;
 - v. “Including” and similar expressions are not words of limitation;
 - vi. Headings are for convenience only and do not affect the interpretation of this by-law;

- vii. Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

- 5. Before carrying out work, the owner must:
 - a. Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
 - b. Give to the owners corporation evidence that those persons carrying out the work has:
 - i. Any requisite current licence to conduct the work;
 - ii. Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
 - iii. Insurance if required under Section 92 of the *Home Building Act 1989*;
 - iv. Workers compensation insurance if required by law;
 - c. Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
 - d. If requested by the owners corporation:
 - i. Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely alter the structural integrity of the building, such certification to be in favour of the owners corporation;
 - ii. Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
 - iii. Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably.

When work is being carried out

6. When carrying out work, the owner must:
- (a) Comply with any condition or requirement of any Authority;
 - (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
 - (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
 - (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
 - (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
 - (f) in the absence of any limitation imposed by any Authority, only perform the works at the following times:
 - (ii) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 7am and 6pm Monday to Friday only and 8am to 1pm on Saturday and not on a Sunday or public holiday.
 - (iii) Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) limited to a single four-hour period between 9am and 3pm per day (that is from Monday to Friday, excluding public holidays);
 - (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
 - (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
 - (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
 - (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;

- (k) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If required by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(d)(ii).

Use of work

8. The owner (or other user of the work) must ensure that the use of the work following completion:
- a. Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - b. Complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- a. Performance of the work;
 - b. Use of the work;
 - c. Failure to comply the duty to maintain, repair, renew or replace;
 - d. Performance of any work required to comply with the duty to maintain, repair, renew or replace;
 - e. Owner's breach of any part of this by-law.

Insurance

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.

14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

Breach of this by-law

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
 - (b) If the owner fails to comply with the request in sub clause (a):
 - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
 - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
 - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

SPECIAL BY-LAW 13 – Issuing of Notices to Comply

The Strata Committee is authorised to issue a Notice to Comply with a by-law referred to in Division 4 of Part 7 of the *Strata Schemes Management Act 2015* ("the Act"), in relation to a contravention of any currently applicable by-law.

SPECIAL BY-LAW 14 – Planter Box Removal & Responsibility (added 24 March 2022)

1. That the owner of lots 1, 4, 5, 6, 7, 8, 14, 20, 28, 29, 31, 32, 36, 37, and 38 (each an “owner”), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
 - (a) The removal of the planter box from the balcony of the owner’s lot and make good of the area; and
 - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. That the authority referred to in paragraph 1 is given by the owners corporation:
 - (a) prior to the commencement of planter box removal, and engineer &/or other suitable consultant be engaged to prepare a suitable scope of works. An engineer &/or suitable consultant provide certification following removal of the planter box confirming compliance with the scope of works and all relevant Australian and Building Standards;
 - (b) on the basis that the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works is the responsibility of the owner; and
 - (c) subject to a by-law being made with the consent in writing of the owner, which gives effect to the engagement of an engineer &/or other suitable consultant referred to in 2(a), and the responsibility for maintenance referred to in 2(b).

SPECIAL BY-LAW 15 – Apartment 2 Renovations (added 24 March 2022)

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 2 (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
 - (a)
 - Removal of exiting tiles and retiling the balcony floor surface. Applying a cement render to the inside wall of the balcony as done on different balconies in the complex to make it easier to clean behind the glass safety panels once these are installed as part of the fire audit. Removal of existing tiles of balcony floor,
 - Removal of tiles and up to 20 mm of concrete of the sliding door hobs across the unit (to create a steeper run of for the new tiles)
 - Waterproofing of the surface only if required by the Committee since Unit 2 has no downstairs neighbours.
 - Tiling of the main balcony area
 - Skirting tiles installed on all 4 walls.
 - Tiling in front of the 3 sliding door sections across the length of the unit (lounge area, master bedroom spare bedroom), to create run of.
 - Move of drainage holes to the far right and left corner.
 - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

SCHEDULE OF CONDITIONS

4. In this schedule:
 - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
 - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
 - (c) “**Lot**” means lot 2;
 - (d) “**work**” means the work referred to in clause 1 of this by-law;
 - (e) Unless the context or subject matter otherwise indicates or requires:

- (i) Reference to the singular includes the plural and vice versa;
- (ii) A thing includes the whole or part of it;
- (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
- (iv) A document includes any amendment or replacement of it;
- (v) "Including" and similar expressions are not words of limitation;
- (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

5. Before carrying out work, the owner must:

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence that those persons carrying out the work have:
 - (i) Any requisite current licence to conduct the work;
 - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
 - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
 - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If requested by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely alter the structural integrity of the building, such certification to be in favour of the owners corporation;

- (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:

- (a) Comply with any condition or requirement of any Authority;
- (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) in the absence of any limitation imposed by any Authority, only perform the works at the following times:
 - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 7am and 6pm Monday to Friday only and 8am to 1pm on Saturday and not on a Sunday or public holiday.
 - (ii) Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) limited to a single four-hour period between 9am and 3pm per day (that is from Monday to Friday, excluding public holidays);
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If required by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and

any applicable Australian Standards, such certification to be in favour of the owners corporation;

- (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(d)(ii).

Use of Work

- 8. The owner (or other user of the work) must ensure that the use of the work following completion:
 - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any Damage

- 9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and Maintenance

- 10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

- 11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
 - (a) Performance of the work;
 - (b) Use of the work;
 - (c) Failure to comply the duty to maintain, repair, renew or replace;
 - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
 - (e) Owner's breach of any part of this by-law.

Insurance

- 12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

Breach of this By-Law

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
 - (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
 - (b) If the owner fails to comply with the request in sub clause (a):
 - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
 - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
 - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

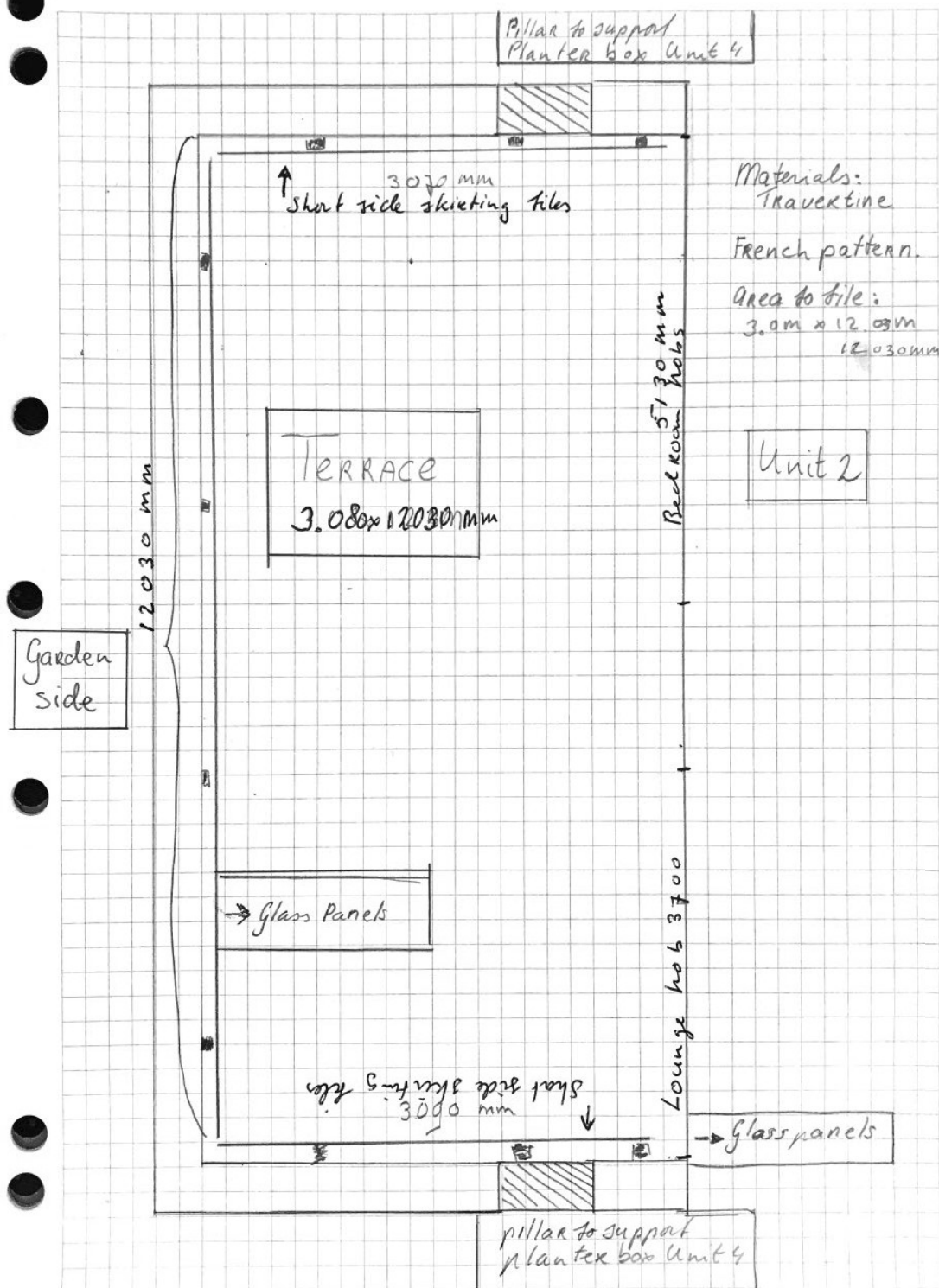
Costs

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

APPENDIX "D"



5mm Squares



SPECIAL BY-LAW 16 – Apartment 31 Renovations (added 24 March 2022)

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 31 (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
 - (a) Dropped/false ceiling installation in the terrace described in the details provided by “Gyprock”, the material supplier (Popcorn ceiling removal around the anchor points to the ceiling. Around 60x 30mm drills into the ceiling to install anchors, channels and plasterboard panels hanging from the mentioned anchors), copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
 - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

SCHEDULE OF CONDITIONS

4. In this schedule:
 - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
 - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
 - (c) “**Lot**” means lot 31;
 - (d) “**work**” means the work referred to in clause 1 of this by-law;
 - (e) Unless the context or subject matter otherwise indicates or requires:
 - (i) Reference to the singular includes the plural and vice versa;
 - (ii) A thing includes the whole or part of it;
 - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
 - (iv) A document includes any amendment or replacement of it;
 - (v) “Including” and similar expressions are not words of limitation;
 - (vi) Headings are for convenience only and do not affect the interpretation of this by-law;

- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

5. Before carrying out work, the owner must:

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence that those persons carrying out the work have:
 - (i) Any requisite current licence to conduct the work;
 - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
 - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
 - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If requested by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely alter the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
 - (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:

- (a) Comply with any condition or requirement of any Authority;

- (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) in the absence of any limitation imposed by any Authority, only perform the works at the following times:
 - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 7am and 6pm Monday to Friday only and 8am to 1pm on Saturday and not on a Sunday or public holiday.
 - (ii) Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) limited to a single four-hour period between 9am and 3pm per day (that is from Monday to Friday, excluding public holidays);
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;

- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

7. After carrying out work, the owner must:
- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
 - (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
 - (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
 - (d) If required by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(d)(ii).

Use of Work

8. The owner (or other user of the work) must ensure that the use of the work following completion:
- (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any Damage

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and Maintenance

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) Performance of the work;
 - (b) Use of the work;
 - (c) Failure to comply the duty to maintain, repair, renew or replace;
 - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
 - (e) Owner's breach of any part of this by-law.

Insurance

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

Breach of this By-Law

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:

- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
- (b) If the owner fails to comply with the request in sub clause (a):
 - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
 - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
 - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

APPENDIX "E"



13 OXFORD FALLS ROAD BEACON HILL NSW 2100
EMAIL: JACKSON@MANLYCONSTRUCTIONSERVICES.COM.AU
MOB: 0450 484494
LICENCE NO: 150530C
INSURANCE NO: BP5235542

27 JULY 2021

QUOTE TO
Alberto Martinez
100 Queenscliff Road
Via Email:
albertomtnezlesta@gmail.com

JOB NO: 2716

DESCRIPTION

Further to our inspection at 100 Queenscliff Road, Queenscliff on 27 July 2021 we provide our quote as follows:

Removal of 10 x 10 magnasite minimum 50mm thick

- \$1,700 plus GST for the removal of magnesite;
- If any issues are discovered such as concrete cancer etc under the magnesite. Fixing these will be charged at \$70 each per hour x 2 men plus GST.
- This quote includes all rubble to the tip.

All materials and labour supplied by Manly Construction Services.

If quote is approved, a 10% deposit is payable to Manly Construction Services bank account with remainder paid on completion of works.



SPECIAL BY-LAW 17 – Apartment 1 Renovations (added 24 March 2022)

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot unit 1 (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
 - (a) Renovation of main bathroom described in below project breakdown which shows the preparation, plumbing and drainage, electrical, building, waterproofing and tiling information, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
 - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

SCHEDULE OF CONDITIONS

4. In this schedule:
 - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
 - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
 - (c) “**Lot**” means lot – Unit 1;
 - (d) “**work**” means the work referred to in clause 1 of this by-law;
 - (e) Unless the context or subject matter otherwise indicates or requires:
 - (i) Reference to the singular includes the plural and vice versa;
 - (ii) A thing includes the whole or part of it;
 - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
 - (iv) A document includes any amendment or replacement of it;
 - (v) “Including” and similar expressions are not words of limitation;
 - (vi) Headings are for convenience only and do not affect the interpretation of this by-law;

- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

5. Before carrying out work, the owner must:

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence that those persons carrying out the work have:
 - (i) Any requisite current licence to conduct the work;
 - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
 - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
 - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If requested by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely alter the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
 - (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:

- (a) Comply with any condition or requirement of any Authority;

- (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) in the absence of any limitation imposed by any Authority, only perform the works at the following times:
 - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 7am and 6pm Monday to Friday only and 8am to 1pm on Saturday and not on a Sunday or public holiday.
 - (ii) Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) limited to a single four-hour period between 9am and 3pm per day (that is from Monday to Friday, excluding public holidays);
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;

- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

7. After carrying out work, the owner must:
- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
 - (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
 - (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
 - (d) If required by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(d)(ii).

Use of Work

8. The owner (or other user of the work) must ensure that the use of the work following completion:
- (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any Damage

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and Maintenance

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) Performance of the work;
 - (b) Use of the work;
 - (c) Failure to comply the duty to maintain, repair, renew or replace;
 - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
 - (e) Owner's breach of any part of this by-law.

Insurance

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

Breach of this By-Law

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:

- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
- (b) If the owner fails to comply with the request in sub clause (a):
 - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
 - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
 - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

APPENDIX "F"

SCHEDULE 1 ENSUITE BATHROOM

PROJECT BREAKDOWN PREPARATION • Remove all fixtures & fittings in the bathroom • Demolish area leaving ceiling • Remove all rubbish from site, tip fee is included • If asbestos is found during demolition an extra removal charge will be incurred

PLUMBING AND DRAINAGE • Relocate and install plumbing vanity drainage (using existing shower waste) • Prepare and connect plumbing for a back to wall toilet suite • Prepare and connect plumbing for a single 600mm vanity • Prepare and connect plumbing for a basin mixer • Prepare and connect plumbing for shower head and mixer

ELECTRICAL • Supply and install 1 exhaust fan • Supply and install 2 LED downlights • Supply and install 1 Double Power Point • Supply and install 1 light and fan switch • Supply and install under floor heating

BUILDING • Square set ceiling • Provide inset wall niche for shower. Install a flat bar to support bricks • Supply and install new architraves where required • Render walls ready for tiling • Repair and patch any holes in ceiling ready for painting • Cut down and reinstall existing door if needed • Carpenter fit off (robe hooks, towel rails etc...) proposal

WATERPROOFING • Apply waterproofing membrane as per Australian standards to floor and wet areas • Waterproofing certificate supplied to client upon final payment TILING • Screed level floors with sand and cement • Install 3.5m² of new floor tiles • Install 19.5m² of new wall tiles to ceiling height • Mitred tiles around window frames • Supply and install 1 Lineal shower heel guard strip drain. To run under shower screen WHEN ORDERING TILES, PLEASE ALLOW 15% FOR WASTE ALLOWANCE. Allowance for tiling is based on 300x300, 300,600 or 600x600 ceramic/porcelain tiles. If Subway, Herringbone patterns, mosaics or Stone tiles are supplied without prior specification before quotation is provided then an extra tiling charge will be incurred. JG Bathrooms will not be responsible for Tile colour or size variations, grout discolouring or efflorescence.

SHOWER SCREEN • Supply and install 10mm frame-less shower screen. Single blade

PAINTING • Ceiling to be painted • New architraves to be painted • Door to be painted

SCHEDULE 2 MAIN BATHROOM

PREPARATION • Remove all fixtures & fittings in the bathroom • Demolish area leaving ceiling • Remove all rubbish from site, tip fee is included • If asbestos is found during demolition an extra removal charge will be incurred

PLUMBING AND DRAINAGE • Prepare and connect plumbing for a freestanding bath or built-in bath • Prepare and connect plumbing for a bath mixer and spout • Prepare and connect plumbing for a back to wall toilet suite • Prepare and connect plumbing for a single 900mm vanity • Prepare and connect plumbing for a basin mixer • Prepare and connect plumbing for shower head and mixer

ELECTRICAL • Reconnect existing downlights • Supply and install 1 Double Power Point • Supply and install 1 light and fan switch • Supply and install underfloor heating
BUILDING • Square set ceiling • Provide inset wall niche for shower. Install a flat bar to support bricks • Supply and install new architraves where required • Render walls ready for tiling • Repair and patch any holes in ceiling ready for painting • Cut down and reinstall existing door if needed • Carpenter fit off (robe hooks, towel rails etc...)

WATERPROOFING • Apply waterproofing membrane as per Australian standards to floor and wet areas • Waterproofing certificate supplied to client upon final payment
TILING • Screed level floors with sand and cement • Install 5.5m² of new floor tiles • Install 23.5m² of new wall tiles to ceiling height • Supply and install 2 square tile insert floor waste
WHEN ORDERING TILES, PLEASE ALLOW 15% FOR WASTE ALLOWANCE. Allowance for tiling is based on 300x300, 300,600 or 600x600 ceramic/porcelain tiles. If Subway, Herringbone patterns, mosaics or Stone tiles are supplied without prior specification before quotation is provided then an extra tiling charge will be incurred. JG Bathrooms will not be responsible for Tile colour or size variations, grout discolouring or efflorescence.

SHOWER SCREEN • Supply and install 10mm frame-less shower screen. Approx 950mm x 950mm x 2000mm. Two fixed panels and a door

PAINTING • Ceiling to be painted • New architraves to be painted • Door to be painted



PROPOSAL



Helena & Djordje Gvozdenovic
1/100 Queenscliff Road
Queenscliff NSW 2096

Date: 15/02/2022
Expiry: 15/03/2022

Dear Helena & Djordje,

Thank you for the opportunity to quote on your Bathroom renovation. We promise our clients a seamless start to finish renovation process.

This quotation includes:

- Your Scope of Works quotation
- Information about our company and insurance policies
- Our payment terms and conditions

What happens next?

If you wish to go ahead please contact our office or the sales consultant that is sending you this quotation.

We are available to answer any questions you may have about this quotation or the renovation process.

We look forward to hearing from you.

Kind regards,
Michelle Velarde
Sales Consultant

Office
7/14 Polo Avenue
Mona Vale NSW 2103

Telephone 02 8411 1896
Email sales@jgbathrooms.com.au
Website www.jgbathrooms.com.au



proposal

SCOPE OF WORKS

Project Ensuite renovation

Customer Djordje & Helena

Address 1/100 Queenscliff Rd Queenscliff

PROJECT BREAKDOWN

PREPARATION

- Remove all fixtures & fittings in the bathroom
- Demolish area leaving ceiling
- Remove all rubbish from site, tip fee is included
- **If asbestos is found during demolition an extra removal charge will be incurred**

PLUMBING AND DRAINAGE

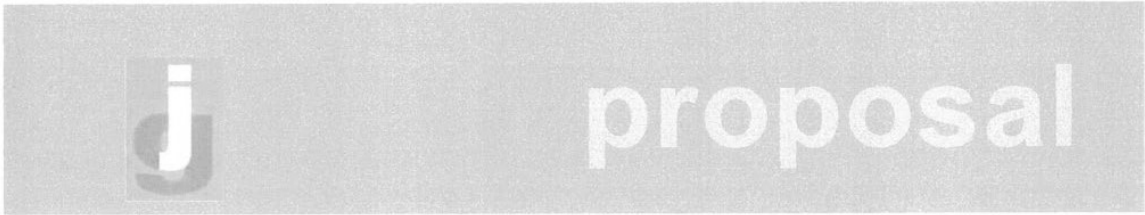
- Relocate and install plumbing vanity drainage (using existing shower waste)
- Prepare and connect plumbing for a back to wall toilet suite
- Prepare and connect plumbing for a single 600mm vanity
- Prepare and connect plumbing for a basin mixer
- Prepare and connect plumbing for shower head and mixer

ELECTRICAL

- Supply and install 1 exhaust fan
- Supply and install 2 LED downlights
- Supply and install 1 Double Power Point
- Supply and install 1 light and fan switch
- Supply and install under floor heating

BUILDING

- Square set ceiling
- Provide inset wall niche for shower. Install a flat bar to support bricks
- Supply and install new architraves where required
- Render walls ready for tiling
- Repair and patch any holes in ceiling ready for painting
- Cut down and reinstall existing door if needed
- Carpenter fit off (robe hooks, towel rails etc...)



WATERPROOFING

- Apply waterproofing membrane as per Australian standards to floor and wet areas
- Waterproofing certificate supplied to client upon final payment

TILING

- Screed level floors with sand and cement
- Install 3.5m2 of new floor tiles
- Install 19.5m2 of new wall tiles to ceiling height
- Mitred tiles around window frames
- Supply and install 1 Lineal shower heel guard strip drain. To run under shower screen

WHEN ORDERING TILES, PLEASE ALLOW 15% FOR WASTE ALLOWANCE.

Allowance for tiling is based on 300x300, 300,600 or 600x600 ceramic/porcelain tiles.

If Subway, Herringbone patterns, mosaics or Stone tiles are supplied without prior specification before quotation is provided then an extra tiling charge will be incurred.

JG Bathrooms will not be responsible for Tile colour or size variations, grout discolouring or efflorescence.

SHOWER SCREEN

- Supply and install 10mm frame-less shower screen. Single blade

PAINTING

- Ceiling to be painted
- New architraves to be painted
- Door to be painted

Any additional painting requested by client when painter is onsite will be an extra charge

QUOTATION

TOTAL COST (EXCLUDING GST)

GST

TOTAL COST



proposal

SCOPE OF WORKS

Project Main bathroom renovation

PROJECT BREAKDOWN

PREPARATION

- Remove all fixtures & fittings in the bathroom
- Demolish area leaving ceiling
- Remove all rubbish from site, tip fee is included
- **If asbestos is found during demolition an extra removal charge will be incurred**

PLUMBING AND DRAINAGE

- Prepare and connect plumbing for a freestanding bath or built-in bath
- Prepare and connect plumbing for a bath mixer and spout
- Prepare and connect plumbing for a back to wall toilet suite
- Prepare and connect plumbing for a single 900mm vanity
- Prepare and connect plumbing for a basin mixer
- Prepare and connect plumbing for shower head and mixer

ELECTRICAL

- Reconnect existing downlights
- Supply and install 1 Double Power Point
- Supply and install 1 light and fan switch
- Supply and install underfloor heating

BUILDING

- Square set ceiling
- Provide inset wall niche for shower. Install a flat bar to support bricks
- Supply and install new architraves where required
- Render walls ready for tiling
- Repair and patch any holes in ceiling ready for painting
- Cut down and reinstall existing door if needed
- Carpenter fit off (robe hooks, towel rails etc...)

WATERPROOFING

- Apply waterproofing membrane as per Australian standards to floor and wet areas
- Waterproofing certificate supplied to client upon final payment



proposal

TILING

- Screed level floors with sand and cement
- Install 5.5m² of new floor tiles
- Install 23.5m² of new wall tiles to ceiling height
- Supply and install 2 square tile insert floor waste

WHEN ORDERING TILES, PLEASE ALLOW 15% FOR WASTE ALLOWANCE.

Allowance for tiling is based on 300x300, 300,600 or 600x600 ceramic/porcelain tiles.

If Subway, Herringbone patterns, mosaics or Stone tiles are supplied without prior specification before quotation is provided then an extra tiling charge will be incurred.

JG Bathrooms will not be responsible for Tile colour or size variations, grout discolouring or efflorescence.

SHOWER SCREEN

- Supply and install 10mm frame-less shower screen. Approx 950mm x 950mm x 2000mm. Two fixed panels and a door

PAINTING

- Ceiling to be painted
- New architraves to be painted
- Door to be painted

Any additional painting requested by client when painter is onsite will be an extra charge

QUOTATION

TOTAL COST (EXCLUDING GST)

GST

TOTAL COST



proposal

QUOTATION INCLUSIONS

JG Bathrooms to supply the glue, grout, sand and cement, alloy angles, Villaboard, Sycon floor sheets, gyprock and waterproofing materials.

Plumbing, electrical and carpenters labour all included in the price for the agreed-on works in the quote. Any additional work will be an extra charge.

JG Bathrooms to clean up the area and remove all work-related rubbish from site. Tip fee included

In addition, if your renovation is over \$20,000 you are required to have Home Owner's Warranty Insurance which we will arrange for you.

QUOTATION EXCLUSIONS AND NOTES

Customer to supply tiles and PC items. PC items are Vanity, toilet, inset bath or freestanding bath, tap ware, shower head, heated towel rail, bathroom accessories.

Any extra work charges not allowed for in this quote will be charged at \$110 per hour and can be discussed as a variation with the site foreman to provide a fixed quote.

Any deliveries of Tiles and PC items by JG Bathrooms will incur a fee of \$180+gst per pallet.

All tiles and PC items to be onsite prior to commencement of work or discussed with the site foreman for scheduling deliveries.



proposal

ABOUT US

JG Bathroom Renovations have 25+ years bathroom renovation and tiling experience in both the residential and commercial sector. Our reputation has been built on the foundations of delivering quality work on time and on budget.

We work closely with clients to help them select tiles and PC items to suit their bathrooms and interior design style. Our innovative design software helps clients envisage exactly how their bathroom will look in realistic 3D rendered images.

We provide all services to ensure a seamless start to finish bathroom renovation including plumbing, electrical, rendering, waterproofing, tiling and painting work. This saves our clients the added expense and stress of managing multiple trades. Additionally, we happily work with architects, builders, interior designers, project managers and local authority personnel.



TESTIMONIALS

Outstanding team. As an interior designer for 20 years I have worked with many builders and have found Jan and his team to be the most professional to date. They have always delivered on time, on budget with excellent communication. I cannot recommend them highly enough. – Christine.



proposal

Fantastic bathroom! Reliable team. We have just completed our bathroom renovation with JG Bathrooms & Tiling. We are very happy with it. It is absolutely perfect. The tradesmen and office staff were very courteous, professional and polite at all times. All work was done in the time frame stated and to an excellent standard. We would definitely recommend JG Bathrooms and Tiling! – Michael.

We couldn't be happier with Jan, Matt and the team! They were very informative & helpful with the design & completed the bathroom on time. The boys were professional & tidy on site. – Chris.

Many more testimonials can be viewed on our website jgbathrooms.com.au.

QUALIFIED TEAM

Leading our team is our director is Jan Gade who has over 25+ years of experience in the building and renovation industry. We employ a team of qualified tradespeople that work with us specialising in all areas of home renovations including tilers, electricians, plumbers and waterproofers. All of our clients are allocated a professional and knowledgeable project manager who will communicate closely with clients throughout the job.

We also have an experienced design consultant and our office manager and staff can assist you with any questions regarding our renovation process.

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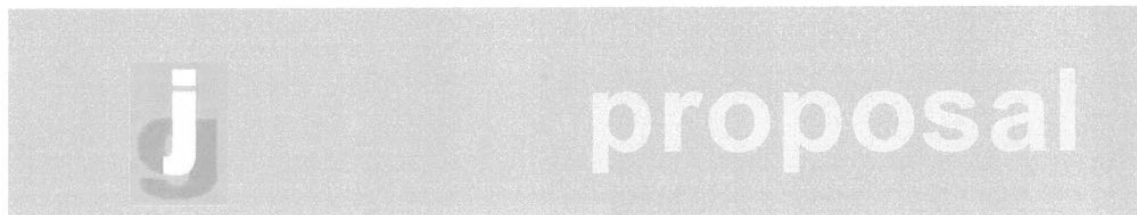
PAYMENT TERMS

Before commencing your renovation, we require a 10% deposit, we can then allocate a start date.

EFT:

Bank: Commonwealth Bank of Australia
Name: JG Tiling & Building Services Pty Ltd
BSB: 062 205
ACC: 28012442
Ref: Quote Number

Alternatively, you can contact our office and pay via Visa/ Mastercard or Amex, this will incur a 2% surcharge.



A progress payment schedule for your renovation will be included in your contract.

INSURANCE

On acceptance of this quote we will send you a copy of all our insurances including certificates of currency for workers insurance, public liability and contract works along with a copy of our licence.

In addition, if your renovation is over \$20,000 you are required to have Home Owner's Warranty Insurance which we arrange for you.





Thank you for the Opportunity to provide you a quotation for the installation of your Air Conditioning System.

Ensuring a comfortable living environment often requires having the right heating and cooling solutions put in place.

Platinum AC is a fast growing specialist team offering various solutions. We are ready to assist you with all of your air conditioning requirements and pride ourselves on our competitive pricing.

Your project is conducted by experts who offer prompt and reliable service that easily fits within your budget, without compromising the high quality in materials and final finishes.

Our air conditioning installers are all fully qualified, friendly, and efficient. The team has years of experience and can advise the best air conditioners to suit your environment. We understand that there are many factors involved in determining the right unit and can save you money in the long run by helping you select the most efficient air conditioner.

Please find your quotation below as discussed.
Please read our Quote carefully as we may have Quoted for different options for different areas.

If you would like a quote on another brand or change of scope please gives us the opportunity to review.



Platinum AC Pty LTD
Phone: 0423 065 131
Email: Accounts@platinumAC.com.au
ABN: 66 168 653 861 ARC: AU35247



Tuesday 15th February 2022

Helena Gvozdenovic
 1/100 Queenscliff Road
 Queenscliff NSW 2096

Ph: 0434 027 772
 Email: helenaabel@hotmail.co.uk

Quote 3833

Further to our site inspection, we are pleased to submit the following quotation to install air conditioning system and all works are carried out by licensed Air Conditioning Technicians.

Scope of Works

Option 1.

<i>Supply and Install a Multi Reverse Cycle Inverter Split System</i>
Indoor units to be installed 1 x 2.0KW CTXM20RVMA to be installed in the Main Bedroom 1 x 2.0KW CTXM20RVMA to be installed in the Spare Bedroom 1 x 5.0KW CTXM50RVMA to be installed in the Living Area
Outdoor unit 1 x 3MXM52RVMA to be installed on PVC feet on the Balcony
Drainage Indoor unit drain to run to local drainage point. Outdoor condenser drain to free flow unless discussed otherwise. (Additional cost if Drip tray is needed)
Controllers 1 x Wireless controller to be provided per unit
Electrics Power to be connected to local circuit <i>(You may require a new power circuit, Not included in price. To be provided by owner at owners cost)</i>
All pipe work to be covered in trunking
Exclusions if applicable Access panels, Drainage points, Core hole penetrations, Wall Chasings, Fireproofing & Water proofing, framing out for Grilles e.g.- penetration roof slabs for pipework All patching & painting and making good.

<u>Brand and Model</u>	<u>Amount in GST</u>
Daikin Multi	



Platinum AC Pty LTD
 Phone: 0423 065 131
 Email: Accounts@platinumAC.com.au
 ABN: 66 168 653 861 ARC: AU35247



Scope of Works

Option 2.

<i>Supply and Install a White Zena Multi Reverse Cycle Inverter Split System</i>
Indoor units to be installed 1 x 2.0KW CTXJ25TVMAW to be installed in the Main Bedroom 1 x 2.0KW CTXJ25TVMAW to be installed in the Spare Bedroom 1 x 5.0KW CTXJ50TVMAW to be installed in the Living Area
Outdoor unit 1 x 4MXM68RVMA to be installed on PVC feet on the Balcony
Drainage Indoor unit drain to run to local drainage point. Outdoor condenser drain to free flow unless discussed otherwise. (Additional cost if Drip tray is needed)
Controllers 1 x Wireless controller to be provided per unit
Electrics Power to be connected to a New 20AMP power circuit <i>(Not included in price. To be provided by owner at owners cost)</i>
All pipe work to be covered in trunking
Exclusions if applicable Access panels, Drainage points, Core hole penetrations, Wall Chasings, Fireproofing & Water proofing, framing out for Grilles e.g.- penetration roof slabs for pipework All patching & painting and making good.

Brand and Model	Amount in GST
Daikin White Zena Multi	

Showroom – Cromer Office

Address: 45/ 4-7 Villiers Place, Cromer NSW 2099
 Hours: Monday – Friday, 8.30 am - 4.30 pm

If you wish to proceed with the quote, a **50% deposit is required.** The Remainder COD.

Bank Details:

Commonwealth Bank Australia
 Platinum AC Pty Ltd

BSB 062-302

Account 1012 2579

* Please Use Quote number in Bank transfer description.

* Email accounts@platinumac.com.au

If you would like to pay by credit card please note there is a fee of 2.4%

Please do not hesitate to contact me if you require further information.

We look forward to your response.

Yours faithfully,

Benjamin Summargreene

Platinum AC Pty Ltd

Happy with our Service? Please rate us on Google or Facebook



Platinum AC Pty LTD

Phone: 0423 065 131

Email: Accounts@platinumAC.com.au

ABN: 66 168 653 861 ARC: AU35247



Terms & Conditions

Upon acceptance, this quote then becomes a contract – meaning you the client accepts the terms and conditions listed below

ALL PAYMENTS ARE C.O.D (GST INCLUSIVE)

50% deposit for works to commence
Cash-Cheque-Direct Transfer-Credit Card
Please note all Credit Card transactions occur a 2.4% fee.

The client shall pay the price for work carried out and materials provided as stated on the quote when installation is completed. Unless discussed. If works are ongoing, a progress claim may be submitted for the work that has been completed. Please note this payment must be received for works to continue to completion.

Jobs that are not completed in one day, Progress Invoices must be paid within 14 days. No further works will be completed until payment is received.

In this instance, we take no responsibility for the progress of other building works at the site. E.g. Other trades are held up because they are waiting on us.

All equipment installed shall remain the property of Platinum AC until payment has been received in full. Platinum AC has the right to enter the premises where work has been performed and recover the equipment if default is made on payment.

Platinum AC is not responsible for any electrical installation or upgrades in the electrical switchboard. Any unforeseen conditions to aerial or underground mains water pipes/cabling/gas pipe work /painting or patching /cracked paint or tiles and gyprock works will be at the client's expense unless quoted for.

Platinum AC is not responsible for natural or LPG connections, installations or upgrades (including gas meters).

Platinum AC is not responsible for fire rating in any way. If fire rating is required please advise before works commence with all specifications.

Platinum AC is not responsible for boxing in, positioning and the space required for droppers. In some circumstances due to the structure of the building some quoted outlets may not be accessible.

Platinum AC is not responsible for any air conditioning equipment or materials that are damage or stolen after installation or in storage on site. Cost will apply!!!

Additional cost may incur from our hired electrician or plumber, in the case extra works are required.

Platinum AC is not responsible for structural changes and making good.

Wi-fi Installation

Platinum AC will install the Wi-fi module. Connecting to the home Wi-fi is not the responsibility of Platinum AC. This can be a timely & difficult procedure if the customer has multiple networks

Delivery

Platinum AC may have the air conditioning componentry delivered to site prior to the installation. The customer will be responsible for this componentry thereafter.

Delays

Platinum AC is not liable for any loss caused to the customer or anyone else from any delays to the air conditioning installation caused by weather, labour disputes, unavailability of materials or any other cause beyond our control.

Warranty

All work is under warranty for 12 months if serviced in the first year. Excluding water pumps.



Platinum AC Pty LTD
Phone: 0423 065 131
Email: Accounts@platinumAC.com.au
ABN: 66 168 653 861 ARC: AU35247



It is acknowledged by the client that all work under warranty does not include the following which shall be the sole responsibility of the client: cleaning of filters, blown fuses, cleaning of drains, blockage of condense/evaporator coils, failure of any equipment to function properly through the incorrect setting of any controls.

Warranty service will be performed during normal business hours Mon-Fri. Any work requested outside these hours will be charged at "out of hours" rates.

If in the event a service call is placed and it is found that the equipment is operating normally or malfunctioning due to misuse or negligence by the client or the equipment has not been properly maintained by a licensed air conditioning company in accordance with manufacturer's recommendations the client will pay the cost of the service call and labour and materials costs.

Warranty will not be covered if it is found that the equipment is damaged by outside influences beyond the control of Platinum AC. Some examples are: incorrect voltage, vandalism to equipment, flood, fire, lighting strike, modification to equipment carried out by unauthorized personal.

Warranty does not include the cost of restoration or the removal of any structure in order to obtain adequate access to perform warranty work.

Roof access & Ladder heights- if a lifter device such as a scissor lift or cherry picker is needed for installation, any issues under warranty the customer will have to organise the roof access.

Please note our insurance only allows us to work at a safe working height of 5 metres. Anything higher will need scaffolding, scissor lift or a cherry picker to be able to work safely. This will be at the owners or client's cost. Any servicing or issues that require to work at heights over 5 meters fall under these requirements.

Your air conditioning equipment is covered by the manufacturer's Five Year Parts and Labour Warranty, which is supported by their own Service Division and Spare Parts Centre. Commercial installations have a Two Year Parts and Labour Warranty.

Proof of purchase will be requested by the air conditioning manufacturer. To ensure that your system is operating at its most optimum and efficient levels throughout the year it is recommended that a Maintenance Service be undertaken on your system annually

Licence

Platinum AC is fully licenced by the Department of Fair Trading for Electrical, Air Conditioning and Refrigeration. Licence number 220827C

Insurance

Platinum AC is covered by a \$20,000,000 Public and Product Liability Insurance policy.

Validity

This quotation will remain valid for 30 days. After this time we reserve the right to requote to satisfy any price increases in materials.

GST

This quotation is inclusive of GST.

Late Payment Fee

If your invoice is **15-29 days** past due date there will be a **fee charged of 2% of your total invoice**.

If your invoice is **30-59 days** past due date there will be a **5% fee charged of your total invoice**.

Any invoices **past 60 days** will be charged a **10% fee charged of your total invoice**.

Cancellation Fee

There will be a cancellation fee for any jobs cancelled 48 hours prior to installation date.

A 25% restocking fee will be taken from the deposit.



Platinum AC Pty LTD

Phone: 0423 065 131

Email: Accounts@platinumAC.com.au

ABN: 66 168 653 861 ARC: AU35247



Happy with our Service? Please rate us on [TrueLocal.com.au](https://www.TrueLocal.com.au)



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Email: Accounts@platinumAC.com.au
ABN: 66 168 653 861 ARC: AU35247

This is page 100 of a total of 100 pages of the Consolidation of By-Laws. The seal of THE OWNERS – STRATA PLAN NO 10970 was affixed on the 12th day of August, 2022 in the presence of:

Authority: STRATA MANAGING AGENT

Signature: [Signature]

Name: PETER DOMAZETSKIY



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

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No SP10970 was affixed on ^{12th} AUGUST, 2022 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: Peter Domaradzky Authority: Strata Managing Agent

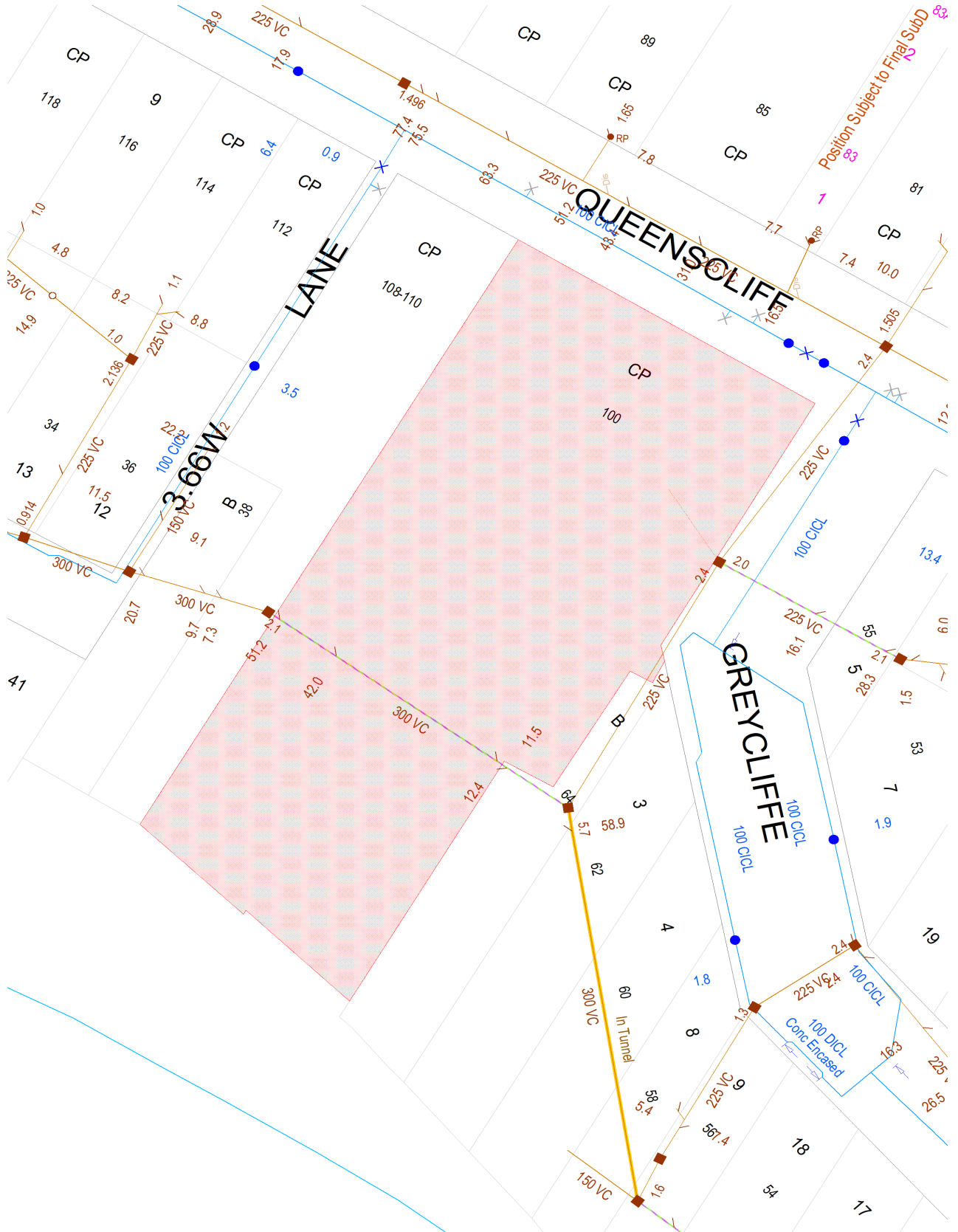
Signature: Name: Authority:

^ Insert appropriate date



Service Location Print

Application Number: 8003373937



Document generated at 08-05-2024 04:51:35 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	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Vale with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

Northern Beaches Council Planning Certificate – Part 2

Applicant: The Conveyancing Group
Level 1 2 Bungan Street
MONA VALE NSW 2103

Reference: Neece
Date: 08/05/2024
Certificate No. ePLC2024/03451

Address of Property: 29/100 Queenscliff Road QUEENSCLIFF NSW 2096
Description of Property: Lot 29 SP 10970

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

(a) Local Environmental Plan

Warringah Local Environmental Plan 2011

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

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

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

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

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

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

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

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

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

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

Wholly Affected - State Environmental Planning Policy (Resilience and Hazards) 2021
Chapter 2

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

(c) Development Control Plans

Warringah Development Control Plan 2011

(2) Draft Environmental Planning Instruments

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

(a) Draft Local Environmental Plans

Planning Proposal - PEX2023/0002 for land at Warringah Recreation Centre

Applies to land: Lot 2742/9999 Condamine Street, MANLY VALE 2093, Lot 2742 DP 752038

Outline: Proposed amendment to WLEP 2011 to:

- Include 'registered club' as an additional permitted use on part of the land (known as Warringah Recreation Centre)

Council resolution: 24 October 2023

Gateway Determination: 21 February 2024

Alteration of Gateway Determination: 21 March 2024

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

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

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

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

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

(a), (b)

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that low density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Health consulting rooms; Home businesses; Hospitals; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Tank-based aquaculture; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3

(c) Additional permitted uses

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

Nil

(d) Minimum land dimensions

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

(e) Outstanding biodiversity value

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

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

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

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

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

3. Contribution plans

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

Northern Beaches Section 7.12 Contributions Plan 2022 - in force 1 June 2022.

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

Housing and Productivity Contribution

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

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

Nil

4. Complying Development

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

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Part 3C Greenfield Housing Code

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

Part 3D Inland Code

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

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

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

Part 9 Agritourism and Farm Stay Accommodation Code

Complying Development under the Agritourism and Farm Stay Accommodation Code may be carried out on all of the land.

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

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

5. Exempt Development

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

Part 2 Exempt Development Codes

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

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

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

6. Affected building notices and building product rectification orders

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

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

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

In this section—

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

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

7. Land reserved for acquisition

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

8. Road widening and road realignment

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

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

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

9. Flood related development controls

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

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

In this section—

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

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

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

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

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

Acid Sulfate Soils-Class 5

This land is identified as Acid Sulfate Soils Class 5 on the Acid Sulfate Soils Map of the *Warringah Local Environmental Plan 2011* (WLEP 2011). Restrictions apply to the carrying out of works on this land under Clause 6.1 of the WLEP 2011.

Land Slip Risk Map - Area C

The land is identified as being on the *Warringah Local Environmental Plan 2011* - Landslip Risk Map as Area C. Restrictions apply to the carrying out of works on this land under Clause 6.4 (Development on Sloping Land) of the *Warringah Local Environmental Plan 2011* and section E10 (Landslip Risk) of the Warringah Development Control Plan 2011.

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

Nil

11. Bush fire prone land

The land is not bush fire prone land.

12. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

13. Mine Subsidence

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

14. Paper subdivision information

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

15. Property vegetation plans

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

16. Biodiversity Stewardship Sites

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

17. Biodiversity certified land

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

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

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

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

The owner of the land (or any previous owner) has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note—

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

20. Western Sydney Aerotropolis

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

- (a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) not shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) not shown on the [Obstacle Limitation Surface Map](#), or
- (d) not in the “public safety area” on the [Public Safety Area Map](#), or
- (e) not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

21. Development consent conditions for seniors housing

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

22. Site compatibility certificate and conditions for affordable rental housing

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

Additional matters under the Contaminated Land Management Act 1997

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

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

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

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

Scott Phillips
Chief Executive Officer

<Date>