

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 128216946	NSW DAN:
vendor's agent	singer residential joshua@singerresidential.com.au		Phone: 0457056811 Fax:
co-agent			Ref: Joshua Singer
vendor	MATTHEW RESEIGH RICHARDS, ADRIANNE LISA RICHARDS		
vendor's solicitor	All Saints Conveyancing 15 Hinkler Street Brighton Le Sands NSW 2216		Phone: 0424005205 Fax:
date for completion	80 days after the contract date	(clause 15)	Email: info@allsaintsconveyancing.net
land	56/5-29 WANDELLA RD MIRANDA NSW 2228 (Address, plan details and title reference) LOT 56 IN STRATA PLAN 11480 56/SP11480		
	<input checked="" type="checkbox"/> VACANT POSSESSION	<input type="checkbox"/> Subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE	<input type="checkbox"/> garage	<input type="checkbox"/> carport
	<input type="checkbox"/> none	<input type="checkbox"/> other:	<input checked="" type="checkbox"/> home unit
			<input checked="" type="checkbox"/> carspace
			<input type="checkbox"/> storage space
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 type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
Price	\$		Ref:	
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

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

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

buyer's agent

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

SIGNING PAGE

<p>VENDOR</p> <hr/> <p>Signed By _____</p> <p>Vendor _____</p> <p>Vendor _____</p>	<p>PURCHASER</p> <hr/> <p>Signed By _____</p> <p>Purchaser _____</p> <p>Purchaser _____</p>												
<p>VENDOR (COMPANY)</p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> </tr> </table>	Signature of authorised person	Signature of authorised person	Name of authorised person	Name of authorised person	Office held	Office held	<p>PURCHASER (COMPANY)</p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> </tr> </table>	Signature of authorised person	Signature of authorised person	Name of authorised person	Name of authorised person	Office held	Office held
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vendor agrees to accept a **deposit-bond**

NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

pexa

Manual transaction (clause 30)

NO yes

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

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

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input 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 type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input 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 1989 <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	Other <input type="checkbox"/> 60
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	

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

Strata Title Management

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <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</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <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</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 *servicing* 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 *servicing* 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 *servicing* 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 *servicing* 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 *servicing* 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.

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ADDITIONAL SPECIAL CONDITIONS TO CONTRACT FOR SALE OF LAND

33. Capacity

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this Special Condition not been included herein, it is hereby agreed and declared that should either party or there being more than one of either party, any one or more of them, prior to completion:

- 33.1 die or become mentally ill;
- 33.2 be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a Petition for winding up presented or enter into any scheme or arrangement with its creditors or should any liquidator receiver or manager or administrator be appointed,

then either party may rescind this Contract by notice in writing forwarded to the solicitor named herein as that party's solicitor and thereupon this Contract shall be at an end and the provisions of Condition 19 hereof shall apply.

34. Warranties

- 34.1 The Purchaser acknowledges that he is purchasing the property in its present condition and state of repair and with any defects as regards its construction and subject to any infestation contamination and dilapidation as at the date of this Contract and as a result of his own inspection, knowledge and enquiries and that the Vendor has not nor has any one on his behalf made any representation or warranty in respect of the property whether as to its fitness for any particular purpose or otherwise and the Purchaser acknowledges that he shall not be entitled to call upon the Vendor to effect any repairs or remediation whatsoever, whether of a structural nature or otherwise, to the property or the improvements erected upon the property nor make any objection, requisition or claim for compensation in respect of any such matter as is referred to herein.
- 34.2. The Purchaser acknowledges that it has inspected the Property and the improvements (if any) erected thereon and accepts it and them (if any) in their state of repair as at the date of this Contract and shall not be entitled to make any objection, requisition or claim for compensation arising out of the state of repair or condition of the buildings erected on the Property (including, without limitation, by infestation of the buildings by white ants, borers or termites, or make any objection, requisition or claim for compensation concerning the state of construction or repair (or otherwise) of the Property or any part thereof.

35. Notice to Complete

- 35.1 Where for any reason other than default or delay by the party proposing to give a notice to complete this contract is not completed by the completion date, then at any time after the completion date the party not in default may serve on the party in default a notice to complete which makes time of the essence of this contract. Any notice to complete shall nominate a date by which this contract must be completed, which date must be at least 14 days after the date of service of the notice to complete (calculated exclusive of the date of service but inclusive of the nominated date). The parties acknowledge that this period of 14 days is reasonable for all purposes. The party serving a notice to complete may at any time withdraw the notice to complete by further notice to the party in default and/or, at its option, extend or issue a further Notice to Complete.
- 35.2 Should the vendor serve a Notice to Complete hereunder the purchaser will pay to the vendor on settlement the sum of \$330.00 by way of liquidated damages which the parties acknowledge is a reasonable figure to cover the expenses of drafting, preparing and serving the Notice.

36. Interest

If Completion does not take place on or before the date for completion due to the purchaser, then without prejudice to all other remedies of the vendor, the purchaser must pay on Completion to the vendor by way of liquidated damages, interest on the price less the deposit at the rate of 8% per annum calculated daily from the date for completion until the date of Completion. For the avoidance of doubt the parties acknowledge and agree that the purchaser is not liable to pay interest to the vendor under this clause during any period that the vendor is not otherwise ready willing and able to settle.”

37. Objections, Requisitions or Claims

Subject always to any specific right of rescission that may be available under this Contract or under the *Conveyancing (Sale of Land) Regulation 2010*, no objection, requisition or claim shall be made by the Purchaser in respect of any of the following matters:

- (a) the identification of the property;
- (b) the position of any improvements thereon;
- (c) the non-compliance of the property with the provisions of the Local Government Act, 1993 and the Ordinances and Regulations thereunder;
- (d) any irregularities in respect of the provisions of the *Local Government Act 1993* or the *Environmental Planning & Assessment Act 1979* or any Ordinance or Regulation made thereunder.

38. State of Property

The Vendor shall be under no obligation to make good any hole, cavity, mark or scratch made as a result of the Vendor’s removal of an Exclusion or fixture from the property provided that the Vendor acknowledges and agrees that it shall take all proper reasonable care and responsibility in the removal of such exclusion or fixture from the property. The Purchaser agrees that they cannot make any objection, requisition, delay completion or make any claim for compensation in this regard. The Purchaser also acknowledges the Vendor will be handing over all the keys for the property in their possession and the Purchaser agrees they will not make any claims for compensation or delay completion due to any missing keys on settlement.

38.1 Real Estate

The Purchaser warrants that he has not been introduced to the Vendor or to the property directly or indirectly by any Real Estate Agent or other persons who might be entitled to claim commission from the Vendor in respect of this sale other than as named in this Contract and the Purchaser shall indemnify and keep indemnified the Vendor from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty and any costs including legal costs on an indemnity basis incurred by the Vendor as a consequence thereof and the Vendor’s rights under this clause continue after completion, whether or not other rights continue.

39. Deposit

39.1. In the event that the property is sold subject to a cooling off period pursuant to section 66S of the *Conveyancing Act 1919* then notwithstanding the provisions of clause 2 the deposit shall be paid in the following manner:

- a) As to the sum of 0.25% of the purchase price on the date hereof;
- b) As to the sum of 9.75% of the purchase price on or before expiry of the cooling off period.

39.2 If the deposit agreed to be paid by the Purchaser is less than 10% of the purchase price and the Vendor becomes entitled to forfeit the deposit actually paid, the Purchaser shall immediately on demand pay to the Vendor the difference between the 10% of the purchase price and the amount actually paid (to the intent that a full 10% of the purchase price is forfeitable upon default).

40. Release of Deposit

The deposit referred to herein shall be released if required for payment of the Vendor's mortgage at settlement, for the vendor's use as deposit on a purchase of real estate or on account of stamp duty payable in relation thereto (including any mortgage) providing such deposit shall only be paid into the Trust Account of a licensed agent, solicitor, Revenue NSW or the PEXA workspace in which this matter relates, and providing that such deposit shall not be further released to third parties without the purchaser's express consent.

41. Use of Deposit for Settlement

Should the vendor require the use of the deposit on settlement in order to settle this matter or any simultaneous purchase or sale, the purchaser grants permission for the deposit to be released and transferred into the PEXA source account within the workspace of the subject matter. The PEXA source account must be created by the purchaser's solicitor/conveyancer and account details provided to us no later than the latter of 3 days prior to settlement or 24 hours from the notice from the vendor that the deposit is required. The vendor shall not be liable for any costs for the purchaser to comply with this condition.

42. Representations

It is hereby agreed that the Purchaser has not entered into this agreement as a result of any representation, oral or written by the Vendor or any one on the Vendor's behalf other than as set forth in this agreement and the Purchaser acknowledges having made all such investigations and inquiries as the Purchaser deems appropriate. This agreement comprises all of the terms in the agreement between the Vendor and the Purchaser.

43. F.I.R.B Approval

The Purchaser warrants to the Vendor that it is not a "foreign corporation" or "foreign person" as defined in the Foreign Acquisitions and Takeovers Act, 1975, as amended (the "Act") or has obtained approval from the Foreign Investment Review Board to purchase the Property. The Purchaser irrevocably indemnifies and will keep indemnified the Vendor against all liability, loss, damage and expense the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

44. Swimming Pool

The Vendor discloses, and the Purchaser acknowledges that if a Certificate of Non-Compliance in respect of the swimming Pool is annexed to this Contract, the Purchaser cannot require the Vendor to do any of the following:

- (a) carry out any works to the Swimming Pool or its surrounds;
- (b) make any financial adjustment in favour of the Purchaser in respect of the noncompliance; or
- (c) provide to the Purchaser a Certificate of Compliance.

45. Requisitions

The Purchaser agrees that the Requisitions on Title annexed to this contract are the only form of general requisitions that they are entitled to make under clause 5 (although this does not limit the right to make further specific requisition resulting from the replies to requisitions).

46. Sewer Diagram

- a. If a letter from the relevant authority confirming that the sewerage diagram is not available is attached to the Contract then, then the purchaser will not make any objection, requisition, or claim, or rescind or terminate or delay completion of this contract as a result of the inability of the vendor or purchaser to obtain a sewer diagram in relation to the property.
- b. If Sewer diagram is attached to this Contract, the Vendor discloses that the Sewer Diagram attached to the Contract for Sale is the only diagram available for the subject property. The purchaser will not be entitled to make any requisition,

objection, claim for compensation nor attempt to delay completion or rescind this Contract in this regard.

47. Completion

If the completion of the Contract for Sale falls between 19 December 2023 and 16 January 2024, both parties hereby agree the date for completion will be 23 January 2024.

Notwithstanding any other term or condition of this contract if either party serves the other party with a Notice to Complete between 19 December 2023 and 16 January 2024 then both parties agree that the notice is deemed to require completion by 30 January 2024.

48. Amendments to Printed Form of the contract

In the event of any discrepancy between these special conditions and printed form of contract these special conditions shall prevail. The standard printed clauses of this contract are herein deemed to be amended as follows:

- a. Clause 7.1.1 – delete “5% of the price” and substitute “\$1.00”
- b. Clause 7.2 - deleted in its entirety
- c. Clause 8.1 – delete “on reasonable grounds,”
- d. Clause 23.6.1 – deleted in its entirety and insert the following in its place:
 - i. “The parties agree that if a contribution which is not a regular periodic
 - ii. contribution (special levy) and is levied before the Contract date, then the
 - iii. Purchaser is responsible to pay all instalments of the special levy that fall due
 - iv. after the completion date, and the Vendor is liable to pay for all special levy
 - v. instalments that fall due before the completion date.”
- e. Clause 23.9 – deleted in its entirety.
- f. Clause 23.13 – to be amended by deleting the “vendor” and inserting “purchaser”.
- g. Clause 23.14 – deleted in its entirety
- h. Clause 23.17 – deleted in its entirety
- i. Clause 24.4.1 – deleted in its entirety
- j. Clause 25.2 – deleted in its entirety
- k. Clause 31.4 – deleted in its entirety

49. Company Guarantee & Indemnity

If the Purchaser (and, if comprising more than one person, any one or more of them) is a company, then in consideration of the Vendor entering into this contract with the Purchaser, the directors of the Purchaser and

("the Guarantors") hereby jointly and severally agree to guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and indemnify and keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor, resulting or arising from any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by reason of any deemed waiver by the Vendor or by any means other than express waiver by the Vendor. Any rescission or termination of this contract will not waive any of the obligations arising pursuant to this clause. This guarantee and indemnity is an essential condition of this contract and is deemed to constitute a principal obligation between the Guarantors and the Vendor.

SIGNED, SEALED AND DELIVERED
by the Guarantors in the presence of:

.....
Witness

.....
Guarantor

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
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? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
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 Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy 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 and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the 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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or 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?

Survey and building

- 13. Subject to the Contract, 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 and that all improvements comply with local government/planning legislation.
- 14. 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.
- 15. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* 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 Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* 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 under the *Home Building Act 1989*.
- 16. 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?
- 17. If a swimming pool is on the common property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
 - (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

- 19. 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 resumption or acquisition or proposed resumption or acquisition?
 - (ii) 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.
 - (iii) 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?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?

Owners corporation management

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

- 24. 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

- 25. 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.
- 26. 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.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. 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 completion date.



FOLIO: 56/SP11480

SEARCH DATE	TIME	EDITION NO	DATE
12/12/2023	5:48 PM	6	24/9/2018

LAND

LOT 56 IN STRATA PLAN 11480
AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

MATTHEW RESEIGH RICHARDS
ADRIANNE LISA RICHARDS
AS JOINT TENANTS (T AA208075)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP11480
- 2 AA208076 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP11480

SEARCH DATE	TIME	EDITION NO	DATE
12/12/2023	5:48 PM	12	22/11/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 11480
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP11480

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 11480
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- STRATA TITLE MANAGEMENT
THE LOFT, 680 OLD PRINCES HIGHWAY
SUTHERLAND NSW 2223

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A331767 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 K515309 COVENANT AFFECTING THE SITE DESIGNATED (C) IN THE TITLE DIAGRAM
- 4 K644877 COVENANT AFFECTING THE SITE DESIGNATED (D) IN THE TITLE DIAGRAM
- 5 K736168 COVENANT AFFECTING THE SITE DESIGNATED (B) IN THE TITLE DIAGRAM
- 6 L42964 COVENANT AFFECTING THE SITE DESIGNATED (A) IN THE TITLE DIAGRAM
- 7 P868252 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 AN759829 INITIAL PERIOD EXPIRED
- 9 AT622656 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9000)

STRATA PLAN 11480

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 44	2	- 51	3	- 50	4	- 43
5	- 45	6	- 45	7	- 35	8	- 45

END OF PAGE 1 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9000) (CONTINUED)

STRATA PLAN 11480

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
9	- 44	10	- 34	11	- 47	12	- 47
13	- 36	14	- 46	15	- 46	16	- 35
17	- 48	18	- 48	19	- 37	20	- 48
21	- 47	22	- SP40924	23	- 50	24	- 50
25	- 39	26	- 49	27	- 49	28	- 38
29	- 52	30	- 52	31	- 41	32	- 52
33	- 52	34	- 40	35	- 55	36	- 55
37	- 43	38	- 55	39	- 53	40	- 42
41	- 57	42	- 57	43	- 44	44	- 57
45	- 56	46	- 43	47	- 59	48	- 59
49	- 45	50	- 59	51	- 58	52	- 44
53	- 60	54	- SP40924	55	- 46	56	- 59
57	- 58	58	- 45	59	- 60	60	- 60
61	- 47	62	- 60	63	- 59	64	- 46
65	- 73	66	- 74	67	- 73	68	- 72
69	- 75	70	- 77	71	- 75	72	- 74
73	- 87	74	- 87	75	- 85	76	- 84
77	- 51	78	- 52	79	- 45	80	- 45
81	- 45	82	- 45	83	- 45	84	- 53
85	- 45	86	- 54	87	- 45	88	- 44
89	- 48	90	- 50	91	- 45	92	- 45
93	- 33	94	- 44	95	- 44	96	- 33
97	- 47	98	- 47	99	- 35	100	- 46
101	- 46	102	- 35	103	- 50	104	- 50
105	- 37	106	- 48	107	- 47	108	- 36
109	- 54	110	- 54	111	- 39	112	- 50
113	- 49	114	- 37	115	- 56	116	- 56
117	- 41	118	- 53	119	- 51	120	- 39
121	- 58	122	- 58	123	- 43	124	- 57
125	- 56	126	- 41	127	- 71	128	- 71
129	- 69	130	- 69	131	- 80	132	- 80
133	- 78	134	- 78	135	- 51	136	- 44
137	- 52	138	- 44	139	- 45	140	- 53
141	- 45	142	- 54	143	- 45	144	- 54
145	- 47	146	- 54	147	- 50	148	- 55
149	- 47	150	- 47	151	- 47	152	- 47
153	- 50	154	- 50	155	- 56	156	- 47
157	- 56	158	- 47	159	- 58	160	- 50
161	- 53	162	- 55	163	- 49	164	- 42
165	- 50	166	- 42	167	- 52	168	- 45
169	- 44	170	- 55	171	- 44	172	- 56
173	- 47	174	- 56	175	- 1	176	- 1
177	- 1	178	- 1	179	- 1	180	- 1
181	- 1	182	- 1	183	- 1	184	- 1

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP11480

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9000) (CONTINUED)

STRATA PLAN 11480

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
185	- 1	186	- 1	187	- 1	188	- 1
189	- 1	190	- 1	191	- 1	192	- 1
193	- 1	194	- 1	195	- 1	196	- 1
197	- 1	198	- 1	199	- 1	200	- 1
201	- 1	202	- 1	203	- 1	204	- 1
205	- 1	206	- 1	207	- 1	208	- 1

STRATA PLAN 40924

LOT	ENT	LOT	ENT
209	- 36	210	- 60

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

232115

PRINTED ON 12/12/2023

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



Crown Instruments not liable to Stamp Duty
 THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED ON EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS USED

Fee -
 Stamp 8-00
 Endorsement 3-00
 Certificate 6-00

Crown Solicitor
 R.P. 134 No. *[Signature]*
 New South Wales

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900)

L 12964 A

17-00

14/5/68

(Transfers must not be done and in the transfer)
 Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and to government block handwriting.

I, ARTHUR FREDERICK SERISIER of Cronulla, Regular Soldier

If a fee estate, or fee out "in fee simple" and include the required details.

(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 One hundred dollars

(£100.00) (the receipt whereof is hereby acknowledged) paid to me by

THE COMMISSIONER FOR MAIN ROADS

do hereby transfer to

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

THE COMMISSIONER FOR MAIN ROADS
 (herein called transferee)

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land described in a Certificate or Certificate of Title is to be transferred, it shall be so described as to Part, or "being the land shown in the plan attached hereto" or "being the residue of the land in certificate for grant registered Vol. [] Fol. []".

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

County	Parish	Reference to Title			Description of Land (if part only)
		Part	Vol.	Fol.	
CUMBERLAND	SUTHERLAND	PART	6532	212	Being Lot 56 in Deposited Plan No. 229532

Where the content of the Block Certificate to a subdivision is provided by certificate and plan submitted to the Local Government Act, 1919, should accompany the transfer.

667834
RGF
SL 411.1703

2

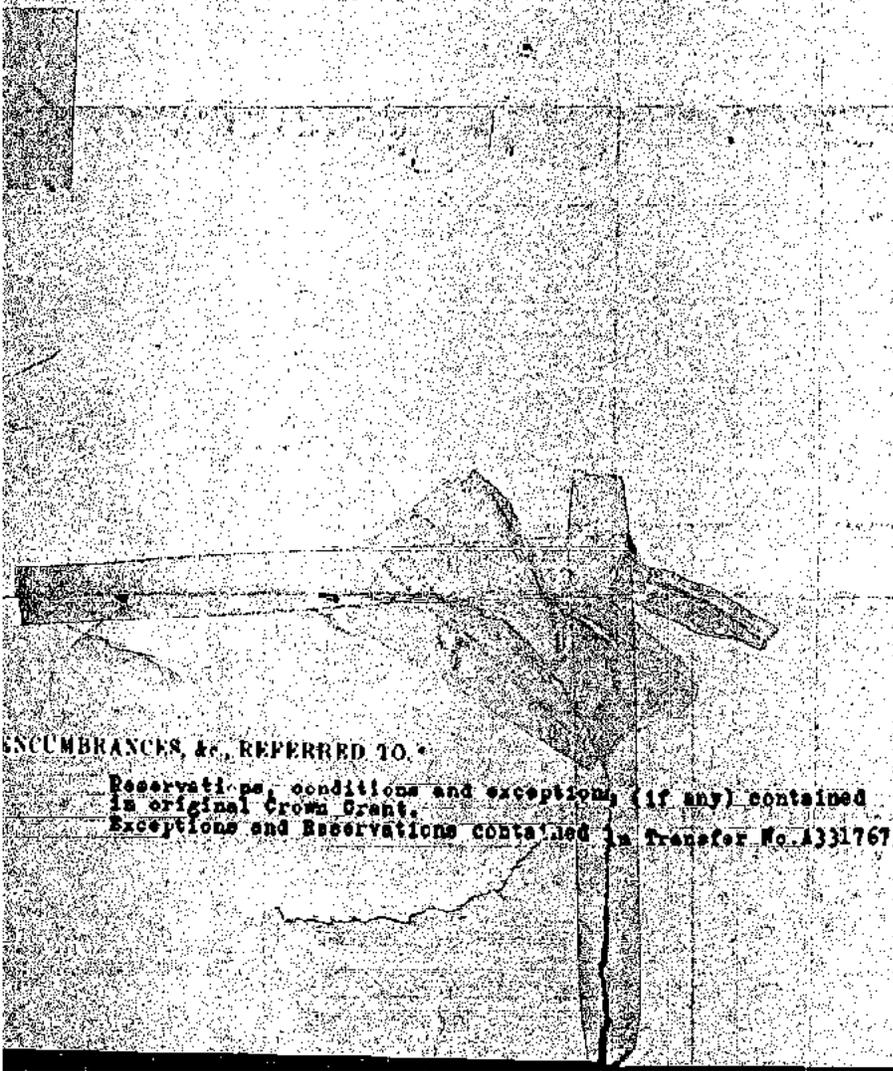
242964

2

And the transferor covenant(s) with the transferee
AND the Transferor doth for the benefit of the land hereby transferred (hereinafter called "the dominant tenement") covenant with the Transferee (in this covenant called "the Commissioner") and with the Council of the Shire of Sutherland and so as to bind and burden the residue of the land in the abovementioned Certificate of Title (hereinafter called "the servient tenement") that the Transferor will not without the written consent of the Commissioner (which consent may be revoked at any time by the Commissioner at his discretion and without compensation) construct, or allow to be constructed, on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement
AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement, after having been proclaimed a Motorway under Part VA of the Main Roads Act, 1924, as amended, thereafter ceases to be such a Motorway.

And if any...
 (i) if any...
 (ii) if the statutory...
 are intended to be...

Consent shall comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.



ENCUMBRANCES, &c. REFERRED TO:

Reservations, conditions and exceptions, (if any) contained in original Crown Grant.
 Exceptions and Reservations contained in Transfer No. A331767.

* A copy of...
 E 1145-2

No. **L42964**

LODGED BY State Crown Solicitor
237 Macquarie Street
Sydney
201 204

Fees.
 The fees, which are payable on lodgment, are as follows:—
 (a) \$5 where the mortgage or transfer is accompanied by the relevant Certificate of Title or Crown Grant, or Form 10 or 11. Where such certificate or form is not enclosed on the form of the register, an additional charge of 5c is made for every Certificate of Title or Crown Grant after the first.
 (b) A charge for every charge of 10c is made in each of the following cases:
 (i) where a restrictive covenant is made, made or
 (ii) a new restrictive covenant is made,
 (iii) a partial discharge of a mortgage is enclosed on the transfer.
 (c) Where a new Certificate of Title is at issue the usual charge is—
 (i) \$2 for every Certificate of Title not exceeding 10 acres and official diagrams,
 (ii) \$2 10c for every Certificate of Title not exceeding 10 acres with one or more diagrams,
 (iii) an approved estimate more than one acre, diagram, or an estimated diagram will appear.
 Where the mortgage is or is to be for an amount of 5c per annum, extra fee is payable.

DOCUMENTS LODGED HEREWITH.
 To be filled in by person lodging draft.

1. _____ Docs.
 2. _____
 3. _____
 4. _____
 5. _____
 6. _____
 7. _____
 8. _____

Handwritten signatures and initials are present in this section.

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

I, **Director of War Service Homes**,
 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 mortgage is a former discharge when the land is shown in the whole of or the part of the land in the Certificate of Title or Crown Grant or in the whole of the land in the mortgage.

Dated at Sydney this 13th day of December 1957

Signed in my presence by Director of War Service Homes by his Attorney **Arthur Francis Gallory** (under Delegation Number 83727 Miscellaneous Registrar) who is personally known to me.

Arthur Francis Gallory
 Conveyancing Officer
 Department of Housing
 New South Wales
 Attorney of the Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>Subject to contract</i> M.P.D.
Checked by	Particulars entered in Register Book Volume <u>496537</u> folio <u>812</u>
Record (in S.D.H.) by	<u>18/6</u> the <u>25th</u> day of <u>June</u> 19 <u>58</u>
Approved by	<u>minutes past 12 o'clock in the afternoon</u> <u>J. J. J. J.</u> Registrar-General

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Receiver		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Suppl. of diagrams		
Conveyancing Clerk		

✓ K 644877-

~~And the transferee covenant(s) with the transferor~~ AND the Transferor doth for the benefit of the land hereby transferred (hereinafter called "the dominant tenement") covenant with the transferees (in this covenant called "the Commission^s") and with the Council of the Shire of Sutherland and so as to bind and burden the residue of the land in the abovementioned Certificate of Title (hereinafter called "the servient tenement") that the Transferor will not without the written consent of the Commissioner (which consent may be revoked at any time by the Commissioner at his discretion and without compensation) construct, or allow to be constructed, on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement, after having been proclaimed a Motorway under Part VA of the Main Roads Act, 1924, as amended thereafter ceases to be such a Motorway.

d Strike out if unnecessary, or suitably adjust.

(i) If any easements are to be created or any exceptions to be made; or

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

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

ENCUMBRANCES, &c., REFERRED TO.

Reservations and conditions contained in the original Crown Grant

Exception and reservation contained in Transfer No. A331767

* A very short note will suffice.

K 118-2

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

Execution in New South Wales may be proved if the instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are residents:-

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking Affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part, or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before

(i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consul Agent and Acting Consul Agent); (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counselor or Secretary of an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

Signed at Jannali the 28th day of February, 1967.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Denis Solari

DENIS SOLARI
SOLICITOR, JANNALI.

H. Sharp
Transferor.*

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

J. J. McKay

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

State of New South Wales
State Solicitor

J. J. McKay
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at _____ the _____ day of _____ 19 _____
Signed in the presence of- _____

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

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

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

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

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

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

K 644877

LODGED BY State Crown Solicitor
 237 Macquarie Street
 Sydney
 201864

FEES.
 The Fees, which are payable on lodgment, are as follows:—
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 6s. 6d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 4s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of 10s. is made in each of the following—
 (i) where a restrictive covenant is imposed; or
 (ii) a new easement is created; or
 (iii) a partial discharge of mortgage is endorsed on the transfer.
 (c) Where a new Certificate of Title must issue the scale charges are—
 (i) £2 for every Certificate of Title not exceeding 16 folios and without diagram;
 (ii) £2 10s. 6d. for every Certificate of Title not exceeding 16 folios with one simple diagram;
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the engrossing exceeds 16 folios, an amount of 4s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.
 To be filled in by person lodging dealing.
 1 CT produced
 2 2 M.P.D. produced } Received Docs
 3 } Nos.
 4 }
 5 } Receiving Clerk.
 6 }
 7 }
 8 }

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

I, **THE AUSTRALASIAN TEMPERANCE AND GENERAL MUTUAL LIFE ASSURANCE SOCIETY LIMITED** mortgagee under Mortgage No. D884512 & G651668 *generally*
 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, and the undersigned state that they have no notice of the Power of Attorney Registered No. 87359 Miscellaneous Register (Land Titles Office No. 19930) under the authority of which they have executed this Instrument.

This discharge is applicable to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge when the land transferred 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 Sydney this 6th day of April 1967.
 Signed in my presence by Charles William Watt and Frank Edwin French Pidcock, its Attorneys of The Australasian Temperance and General Mutual Life Assurance Society Limited, who are personally known to me.
 The Australasian Temperance and General Mutual Life Assurance Society Limited
 its Attorneys
Charles W. Watt Frank E. French Pidcock
 Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>loaned by transferor</i> M.P.D.
Checked by <i>18/4/67</i>	Particulars entered in Register Book, Volume <u>3209</u> Folio <u>182</u>
Passed (in S.D.B.) by <i>6/4/67</i>	the <u>9th</u> day of <u>June</u> 19 <u>67</u> at <u>—</u> minutes past <u>2</u> o'clock in the <u>after</u> noon.
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 Engravers		
Cancellation Clerk		
Vol.		Fok.

Lodger Details

Lodger Code 502740G
Name GRACE LAWYERS PTY LIMITED
Address L 12, 160 SUSSEX ST
SYDNEY 2000
Lodger Box 1W
Email GUY.BARKER@GRACELAWYERS.COM.AU
Reference 231647 SP11480

Land Registry Document Identification

AT622656

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/SP11480	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP11480
Other legal entity

Meeting Date

17/06/2023

Repealed by-law No.

Details NOT APPLICABLE

Amended by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY-LAWS 33 TO 36

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. SP11480

Signer Name ANN ZHENG

Signer Organisation GRACE LAWYERS PTY LIMITED

Signer Role PRACTITIONER CERTIFIER

Execution Date 22/11/2023

Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

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

**Strata Schemes Management Act 2015
Real Property Act 1900**

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

(A) TORRENS TITLE	For the common property CP/SP11480						
	(B) LODGED BY	<table border="1"> <tr> <td>Document Collection Box</td> <td>Name, Address or DX, Telephone, and Customer Account Number if any GRACE LAWYERS PTY LTD PO Box Q112, QVB NSW 1230 TEL NO: 02 9284 2700 (paul.ng@gracelawyers.com.au)</td> <td>CODE CH</td> </tr> <tr> <td></td> <td>Reference: GL 211647 (STM - SP11480)</td> <td></td> </tr> </table>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any GRACE LAWYERS PTY LTD PO Box Q112, QVB NSW 1230 TEL NO: 02 9284 2700 (paul.ng@gracelawyers.com.au)	CODE CH		Reference: GL 211647 (STM - SP11480)
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	Reference: GL 211647 (STM - SP11480)						

(C) The Owners-Strata Plan No. 11480 certify that a special resolution was passed on 17/6/2023 pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAWS 33 TO 36
Amended by-law No. NOT APPLICABLE

as fully set out below:

REFER TO SPECIAL BY-LAW 33 (DELEGATION OF MINOR REPAIRS) ON PAGE 25 TO 25 OF ATTACHED ANNEXURE 'A'.

REFER TO SPECIAL BY-LAW 34 (BATHROOM, LAUNDRY AND BALCONY WORKS) ON PAGE 25 TO 29 OF ATTACHED ANNEXURE 'A'.

REFER TO SPECIAL BY-LAW 35 (MAJOR RENOVATIONS ALL LOTS) ON PAGE 29 TO 32 OF ATTACHED ANNEXURE 'A'.

REFER TO SPECIAL BY-LAW 36 (MAJOR RENOVATIONS LOT 1) ON PAGE 32 TO 33 OF ATTACHED ANNEXURE 'A'.

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to as Note (E) is annexed hereto and marked as Annexure A.

(G) The seal of The Owners-Strata Plan No. 11480 was affixed on 9/8/2023 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: 
Name: JOEL HOLGERSSON
Authority: STRATA MANAGING AGENT

Electronic signature of me,
Joel Holgersson affixed at my
direction on 09/08/2023



Signature: _____
Name: _____
Authority: _____

Electronic signature of me,
Joel Holgersson affixed at my
direction on 09/08/2023

Strata Plan 11480

Annexure "A"



MODEL BY-LAWS FOR RESIDENTIAL STRATA SCHEMES 2010

1. Noise

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 the common property.

2. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with prior written approval of the owners corporation.

3. 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.

4. 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.

5. Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under the clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - b) any screen or other device to prevent entry of animals or insects on the lot, or
 - c) any structure or device to prevent harm to children, or

- d) any device use to affix decorative items to the internal surfaces of walls within the owner's lot,

unless the device 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) 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.
- (5) Despite section 62 of the Act, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) 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 (3) that forms part of the common property and that services the lot.

6. Behaviour of owners and occupiers

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

7. Children playing on common property in building

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

8. Behaviour of invitees

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

9. Depositing rubbish and other material on common property

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

10. Hanging out of washing

- (1) An owner or occupier of a lot may hang washing out on any lines provided by the owners corporation for that purpose. Such 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 provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only *if* the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause:

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

11. 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.

12. Cleaning windows and doors

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

13. Storage of inflammable liquids and other substances and materials

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

14. Changes to floor coverings and surfaces

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

15. 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.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

16. Garbage Disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of the garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

- (3) An owner or occupier of a lot must:
 - (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

17. Keeping of animals

Option B

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of keeping an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
 - (a) notify the owners corporation that the animal is being kept on the lot, and
 - (b) keep the animal within the lot, and
 - (c) carry the animal when it is on common property, and
 - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

18. 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 any other article of similar type in accordance with by-law 10.

19. Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, 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 than residential purposes).

20. Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunications services (for example, cable television)
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

21. 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) An 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.

22. Service of documents on owner of lot by Owners Corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

Special By-Law 1 Indoor Pool & Gym

Without limiting the generality of By-Law 18, a proprietor or occupier of a lot shall not allow any person under the age of fifteen (15) years to use the indoor pool or gymnasium during the following hours:

- (a) Whilst daylight saving regulations are in force in the State of New South Wales, between the hours of 8 pm and 7 am of the following day; or
- (b) Whilst no such regulations are in force between the hours of 7 pm and 7 am of the following day,
- (c) AND at all other times they shall not allow any such person to use such areas unless accompanied by an adult exercising effective control.

Special By-Law 2 Notice Board

A council shall cause a notice-board to be affixed to some part of the building occupied by the secretary and there to be available for inspection by authorised persons between the hours of nine in the forenoon and five in the afternoon.

Special By-Law 3 Fees

The Council of the Body Corporate shall by resolution from time to time set a scale of fees representing the refundable deposit chargeable to proprietors and occupiers for the supply of common property keys.

Special By-Law 4

That the Owners Corporation approve the installation of cabling and antennae for Pay TV for any owner that may require the facility subject to no cost being payable by the applicant for any interference to the existing reception and cabling, to the satisfaction of the Executive Committee.

Special By-Law 5 Common Property Locks

That the owners corporation pursuant to Section 62(3)(a) determined that repair of locks to unit mailboxes and unit external doors be the responsibility of the individual owner.

Special By-Law 6 Name of Occupier

Pursuant to Sec 119, Owners be required to advise that Owners Corporation of the full name of occupiers of a lot immediately that they take possession of the lot.

Special By-Law 7 Access to lot

Pursuant to Sec 65, an owner or occupier must allow access to a unit to investigate and/or repair common property (a) in an emergency, without notice, (b) on reasonable notice at other times.

Special By-Law 8 Alterations to lot

(1) An owner, mortgagee or covenant chargee in possession (whether in person or not), lessee or occupier of a lot must not do anything or permit anything or permit anything to be done on or in relation to that lot so that

(a) any support or shelter provided by that lot for another lot or common property is interfered with, or

(b) the passage or provision of water, sewage, drainage, gas, electricity, garbage, artificially heated or cooled air, heating oil and other services (including telephone, radio and television services) through or by means of any pipes, wires, cables or ducts for the time being in the lot is interfered with

(2) The owner of a lot must not alter the structure of the lot without giving to the owner's

corporation, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

Special By-Law 9 Nuisance

Pursuant to Sec 117(1), an owner or occupier must not use that lot or permit it to be used in such a manner or for such a purpose as to cause nuisance to the occupier of any other lot.

Special By-Law 10 Compensation to Owners Corporation

- a) Without in any way limiting the generality of his or her liability otherwise howsoever occurring, each owner of a lot in the strata scheme shall:
- I. be responsible for,
 - II. bear the cost of; and
 - III. pay upon demand to the body corporate, the reasonable and proper cost of the body corporate repairing, replacing or renewing all disrepair of, or damage to the common property caused by
 - A) His or her willful act or carelessness; or
 - B) The willful act or carelessness of any of his or her lessees, licensees, invitees or contractors, (in the event of such last mentioned person or persons not paying such cost within 14 days of written demand; or
 - C) the willful act or carelessness of any guest or invitee whether the details of whom are known or unknown) of his or her lessees or licensees (in the event of such guest or invitee [whether known or unknown] not paying such cost within 14 days of written demand);
- b) For the purpose of paragraph (a) above, the body corporate may recover the cost of such disrepair or damage from the owner as liquidated damages in a court of competent jurisdiction without first being required to take any court proceedings or steps (other than referred to in paragraph (a)(III) above) to receive such moneys from the said lessee, licensee, guest invitee or contractor.

Special By-Law 11 Real Estate Signs

That "Auction", "For Sale" (but not "For Lease") signs and the like, be permitted on the Common Property, subject to:-

- a) Approval must be obtained in advance and in writing to the Managing Agent.
- b) One sign only will be permitted, and this to be erected in the garden only (not in the grass) and not obscuring the view from any unit.
- e) The maximum size of a sign to be 1.3 x 1 metres
- d) Approval to be only for a maximum of six weeks (regardless if the property remains unsold.
- e) Signs are to be removed the same day that contracts are exchanged and is not to remain with a "Sold" sticker thereon.
- f) Signs are not to be affixed to Common Property.
- g) Owners are fully responsible for the actions of their estate agents and contractors, including the cost to the Owners Corporation in removing any sign in breach of these conditions.

Special By-Law 12 Duties & Obligations of Owners

- (a) An Owner or Occupier of a lot must comply with all by-laws relating to the lot, the use of the lot, and the use of any area of common property to which a licence or exclusive use has been given, including but not limited to any planning laws, development, building and other approvals, consents, requirements notices and orders of any governmental agency
- (b) An Owner or Occupier, must not use or permit any person to use the lot for a purpose which may bring the building and/or owner into disrepute.
- (c) An Owner or Occupier must obtain the consent of the Owners Corporation for any commercial use of their lot or alteration to the approved use.

Special By-Law 13 Insurance

- (a) If an Owner or Occupier of a lot carries on an activity that causes the Owners Corporation to be liable for a higher rate of insurance, the owner of that lot shall be required to reimburse the Owners Corporation for the additional premium and such additional premium will be recoverable at law from the respective lot owner.

Special By-Law 14 Upgrade of public utilities

An Owner or Occupier of a lot that requires an upgrade of public utilities due to their use of the lot, shall solely bear the cost of upgrading that public utility.

Special By-Law 15 Power to carry out pest control

In addition to its other functions, and notwithstanding the provisions of section 65 of the Strata Schemes Management Act 1996, the owners corporation will have the power (but not the obligation) to enter lots and all parts of the common property for the purpose of carrying out pest control works, subject to the following conditions:

- I. the pest control works are undertaken at the cost of the owners corporation;
- II. the owners corporation will have the power to enter into arrangements-with third parties from time to time for the performance of the pest control *works*; and
- III. reasonable notice is given to the occupiers of lots before the pest control works are carried out;

Special By-Law 16 Preservation of fire safety

The owner nor occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

Special By-Law 17 Prevention of hazards

Neither the owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

Special By-Law 18 Construction hours

The owner or occupier of a lot must not permit construction work to be carried out in their lot other than between the hours of 7.30 am and 5.30 pm Monday to Sundays unless authorised in writing by the Owners Corporation.

Special By-Law 19

Skateboards, rollerblades/skates "That riding of skateboards and roller blades/skates be prohibited on the common property".

Special By-Law 20 Smoking

"Smoking is not permitted in the common areas within the buildings".

Special By-Law 21 Parking

2.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

2.2 The Owners Corporation shall have the following powers and authorities, in addition to those conferred upon it by the Strata Schemes Management Act 1996 and the by-laws:-

- a. The power to do one or more of the following in respect of a vehicle, the property of an owner or occupier of a lot, parked upon common property contrary to the by-laws;
 - I. the power to remove the vehicle from the parcel;
 - II. the power to move the vehicle within the parcel;
 - III. the power to distrain the vehicle by such reasonable means as the Owners Corporation determines; and
 - IV. the power to affix a sign to the vehicle.
- b. the power to recover the costs of exercising any power pursuant to this by-law from that owner or occupier as debt in any court of competent jurisdiction

Special By-Law 22 Real Estate Signs

"That NO Real Estate signs be permitted on common property"

Special By-Law 23 Air Conditioning

That the proprietors of Strata Scheme 11480 are granted permission for exclusive rights of usage of that part of the common property wall cavity space as may be necessary to enable the installation of electrical wiring, screws, nails, bolts and drainage pipes to enable the installation of a functional air conditioning system or split ducted system upon the following conditions:

- (a) prior to the commencement of any work the owner must obtain all necessary approvals from any relevant Authority and provide a certified copy of the relevant approvals to the Owners Corporation
- (b) effect and maintain public liability insurance of not less than \$10 million and effect workers compensation and home owners building warranty under the 1989 Home Building Act prior to commencement of any works
the installation of the air conditioning unit and peripheral equipment shall only be undertaken by an appropriately licensed and insured tradesman and a copy of the tradesman's license and insurances shall be provided to the owners corporation and written consent obtained for the installation prior to the commencement of any work
- (d) all costs whatsoever incurred for the purchase, installation and ongoing repairs, maintenance and replacement of the installation or any peripheral equipment and any common property affected by the installation shall be repaired, maintained or renewed as an at the exclusive obligation and cost of the proprietor of the lot.
- (e) the installed equipment shall at all times be kept in good order and condition by the lot owner
- (f) any common property affected by the installation or subsequent repair, maintenance or replacement lack thereof shall be repaired or maintained as necessary at the exclusive expense of the proprietor of the lot
- (g) all machinery and equipment located in common property air space shall be located in such a position and at such height so as not to hinder or endanger any pedestrian traffic lawfully accessing common property and shall be properly maintained in good order, condition and appearance at all times
- (h) should local council approval be required for the installation the lot owner shall obtain such written approval prior to undertaking the installation
- (i) should any part of the installation be able to be viewed from outside the lot the installation shall be of a colour approved in writing by the owners corporation and shall be in keeping with the rest of the development and compliant with the appearance of a lot By-Law.
- (j) any additional insurance costs (if any) that may be incurred by the strata scheme arising from the installation shall be reimbursed upon demand to the owners corporation
- (k) in the event any repair, maintenance or replacement of the installation or the common property is required at any time and the proprietor of the lot fail's to undertake such repair or maintenance within fourteen days of being notified in writing by the owners corporation of the requisite repair, maintenance or replacement the Owners Corporation may, at its absolute discretion, undertake such repairs, maintenance or replacement as may

be considered appropriate and may recover all costs whatsoever incurred, including but not limited to administrative, legal costs and interest upon demand being served by prepaid post on the proprietor of the lot by the

- (l) in the *event* the installation or any part thereof is removed at any time by the proprietor of the lot, the proprietor must, at the proprietors exclusive cost, have a licensed tradesman reinstate the common property affected by the removal of the installation or part thereof in a tradesman like manner. In the *event* of any failure on the part of the proprietors, for whatever reason, to do so after being served with a fourteen day notice to effect the designated repair, maintenance or replacement the owners corporation may, at its absolute discretion, arrange to effect such repairs and *recover* all cost whatsoever incurred in effecting such works
- (m) in the *event* the owners corporation exercises its rights under paragraph (l) the proprietor of the lot shall provided unhindered access to the lot where necessary to enable the requisite works to be completed
- (n) the decibel emission of any air conditioning machinery servicing a lot shall at all times be maintained within the maximum decibel rating permitted under the provisions of the Environmental Planning and Assessment Act maximum noise emission provisions and/or that of the local Council requirements.
- (o) The proprietor shall indemnify the Owners Corporation at all times against any costs or losses or litigation arising from or in connection with he subject installation, works and usage.

Special By-Law 24 Garage Door Opener & Garage Door Motor

The proprietor of Strata Scheme 11480 are granted exclusive rights of usage and obligations of maintenance of that part of the common property wall, ceiling and garage door as may be necessary to utilise for the purpose of installing any screws, nails, bolts or electrical wiring to enable the installation of an automatic garage opening device on the following conditions:

- (a) all costs whatsoever incurred for the installation, ongoing maintenance, replacement, insurance and removal of garage door opener installation shall be paid exclusively by the proprietor of the lot
- (b) all work shall be undertaken by a suitably licensed and insured tradesman
- (c) any damage sustained to the common property including but not limited to the garage door arising from the installation either inside the subject lot or in the common areas incurred as a result of the installation shall be reinstated to its original condition at the exclusive expense of the proprietor of the subject lot
- (d) in the event of any work is deemed by the owners corporation to be required to maintain the common property in respect of the installation is not undertaken by the proprietor of the lot within five days of written notification by the Owners Corporation to the lot owner, the Owners Corporation may, at its absolute discretion, arrange to effect such requisite works and recover all costs whatsoever incurred in arranging and effecting the repair or maintenance from the proprietor of the subject lot.
- (e) To the extent that the installation interferes with the owners corporations obligation to maintain common property the proprietor of the lot shall bear the all expenses whatsoever incurred for the removal, replacement and/or modification of the installation to the extent that the installation requires removal, replacement or modification to enable proper maintenance of the common property to be undertaken

Special By-Law 25 Awning

The proprietors of Strata Scheme 11480 are granted exclusive rights of usage and obligations of maintenance of that part of the common property and the common property air space as is necessary to facilitate undertake the installation of an awning in accordance with the plans submitted to the owners corporation and approved on the following conditions:

- (a) the installation shall be undertaken by a licensed and insured trades person details of the trades person, a copy of the statement of safe work practice and confirmation of the proposed contractors current public liability insurance be provided to the owners corporation prior to permitting any works to commence on the installation of the awning undertaken
- (b) the materials and appearance of the awning shall be in keeping with the design of the development
- (c) all costs associated with the initial installation, ongoing repairs, maintenance or removal of the installation shall be born exclusively by the lot owner
- (d) the installation shall obtain all relevant approvals necessary to enable compliance with all council requirements, including but not limited to the Building Code of Australia specifications and Fire Compliance requirements if any
- (e) the installation shall be kept in a good and serviceable repair at all times
- (f) in the event of removal of the installation or any part thereof the proprietor of the lot shall be responsible for all costs whatsoever incurred to reinstate the common property to its original condition
- (g) in the event the proprietor of the lot fails to properly repair and maintain the installation the strata scheme may serve a notice upon the proprietors registered address to effect repair within fourteen days
- (h) in the event the proprietor fails to properly repair, maintain or replace the installation as necessary the strata scheme may, at its absolute discretion, engage a suitably qualified tradesman to effect the necessary repair, maintenance or replacement and the proprietor shall provide unhindered access to the lot as may be necessary for the tradesman effect the necessary repair, maintenance or replacement
- (i) In the event the owner's corporation exercises its rights under condition this By-Law all costs, whatsoever incurred (including but mot limited to administration, legal and interest costs) by the Owners Corporation shall be born exclusively by the proprietor of the subject lot.

Special By-Law 26 Bollard Installation

The proprietors of Strata Scheme 11480 are granted exclusive rights of usage of that part of the common property as may be necessary to install a bollard servicing the security of the parking lot as detailed in the attached plan on the following conditions:

- a) The bollards shall be of a uniform colour and construction which shall be approved by the executive committee prior to any installation commencing.
- b) All costs whatsoever incurred by the owners corporation in registering this By-Law shall be shared equally between the benefitting lot owners and reimbursed to the owners corporation upon demand.
- c) All costs associated with the installation and ongoing repair or maintenance of the respective bollards and any area of the common property affected directly or indirectly by the installation or removal of a bollard shall be exclusively borne by the respective lot owners.
- d) The bollards once installed shall be maintained in good order and condition at all times at the exclusive cost of the respective lot owners.
- e) If the lot owner fails to properly maintain the bollard or any common property affected by the installation pursuant to the terms of this By-Law the owners corporation may, at its absolute discretion, serve a notice upon the lot owner to undertake any prescribed works considered appropriate to the bollard or the common property so as to ensure compliance with the terms of this by-law within 21 days.
- f) In the event that a proprietor fails to undertake the requisite works the owners corporation may at its absolute discretion, engage a contractor to enter upon the lot and undertake the requisite works and the proprietor of the lot shall not hinder in any way access to the lot to enable the works to be undertaken.
- g) Any costs whatsoever incurred by the owners corporation which shall include but not be limited to material costs, administrative costs and legal costs to ensure compliance with the terms of this by-law shall be recoverable upon demand by the owners corporation from the lot owner.

Special By-Law 27 Garage Door Installation

The proprietor of lots is granted exclusive rights of usage and obligations of maintenance of that part of the common property wall, ceiling concrete floor delineating the perimeter of the garage lot as may be necessary to utilise for the purpose of installing any screws, nails or bolts as fixings to facilitate the installation of a garage door on the following conditions:

- (a) the style, material profile and colour of the garage door shall be approved in writing by the executive committee prior to the commencement of any work.
- (b) The installed garage door and fittings shall at all times be properly maintained in a workable and aesthetically acceptable condition as may be determined by the owners corporation from time to time.
- (c) all costs whatsoever incurred for the administrative approval, installation, ongoing maintenance, replacement, insurance and removal of garage door and fixings shall be paid exclusively by the proprietor of the subject lot.
in the event of removal the proprietor of the lot shall at the proprietors exclusive expense reinstate any damage occasioned to the common property as a result of the installation or removal of the garage door, fittings and fixtures.
- (a) all work shall be undertaken by a suitably licensed and insured tradesman the insurance policy and statement of work practice for which are to be supplied to the owners corporation for approval prior to any work commencing.
- (b) any damage sustained to the common property arising from the installation which shall include but not limited to any fixture or fitting shall be repaired at the exclusive cost of the proprietor of the subject lot.
- (c) in the event of any work is deemed by the owners corporation to be required to maintain the common property or the garage door installation, fittings and fixtures and such deemed work is not undertaken by the proprietor of the lot within fourteen (14) days of written notification being served upon the proprietor of the lot by the Owners Corporation, the Owners Corporation may, at its absolute discretion, arrange to effect such requisite works and recover all costs whatsoever incurred in arranging and effecting the repair or maintenance from the proprietor of the subject lot.
- (ct) In the event the owners corporation exercises its rights pursuant to the terms of this by-law the proprietor or occupier of the lot shall not hinder or refuse access to the lot to enable the work approved by the owners corporation to be completed
- (e) To the extent that the installation interferes with the owners corporations obligation to maintain common property or effect any necessary repairs the proprietor of the lot shall bear all expenses whatsoever incurred for the removal, replacement and/or modification of the garage door installation to the extent that the installation requires removal, replacement or modification to enable proper maintenance of the common property to be undertaken

Special By Law 28 Special By-Law - Fire Dampers Service Penetrations

When the proprietor of a lot undertakes approved renovations affecting a common property service shaft the proprietor shall, immediately upon commencing work:

- (a) install fire dampers compliant with current Building Code of Australia and the relevant Standard between the shaft and duct servicing the subject lot or any other lot to which access is available from the service shaft.
- (b) Fire seal all service penetrations accessing the subject lot.
- (c) Arrange for the issue of a certificate of compliance to the Council by a qualified certifier with an additional certified copy to be provided to the owners corporation.
- (d) Prepare a log book and copy for presentation to the Council and the owners corporation listing details of the location each fire damper and the type of damper installed,
- (e) List and provide a copy of each service penetration and plan of its location within the lot to the local Council and the owners corporation.
- (f) Provide any other information or certification as may be requested or considered necessary by the owners corporation or any relevant authority

Special By Law 29 - Reimbursement of costs for instigating a False Fire Alarm

The proprietor or occupier of a lot must not do or permit any invitee of the proprietor or occupier of the lot to do anything that affects or is likely to affect or trigger the operations of any fire safety device in the lot or to reduce the level of fire safety of the lot or the common property.

To the extent that the proprietor, occupier or invitee of the owner or occupiers negligent actions, for whatever reason, causes the false triggering of the operation of any fire safety device and as a result of this action the owners corporation incurs a service attendance fee from the New South Wales Fire Brigade or any other fire service provider authorised to provide such a service to the owners corporation then the proprietor or, if leased, the occupier of the lot shall, upon demand of the owners corporation, reimburse the owners corporation for all costs whatsoever incurred in attending and servicing the alarm, including but not limited to the service providers service charge, any administration fees, legal fees or otherwise.

Special By Law 30-Roof Top Structures

BUILDING WORKS FOR LOT 73, 74, 75, 76,131.132, 133 & 134

PART I GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Proprietor of the subject lot is hereby granted special privilege and exclusive use to:

- 1 (a) carry out the approved Works as detailed in the attached plan and is hereby granted the exclusive right of use and enjoyment of that parts of the common property attached to or occupied by the Works; and

- (b) the right of exclusive use and enjoyment of those parts of the common property comprising the Exclusive Use Area above the subject Lot, and shall have a special privilege to use the Exclusive Use Area subject to the terms and conditions contained in Part 3 of this by-law

PART2 DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) Act means the Strata Schemes Management Act 1996 or any subsequent replacement.
- (b) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the council.
- (c) Building means the Building situated at 5 Wandella Road Miranda 2228.
- (d) Exclusive Use Area means the air space directly above the lot created by the Works affecting the Lot and:
 - (i) Bound by the upper surface of the newly roof concrete slab and that area of the concrete slab necessary to affix by way of bolting, screwing or nailing the approved works to the common property.

For clarity, the Exclusive Use Area is shown on the plans attached at

- (e) Insurance means:
 - (i) Contractors all risk insurance (including public liability insurance) for a minimum sum of \$10,000,000.00;
 - (ii) Insurance required under the *Home Building Act 1989* (if any); and
 - (iii) Worker's compensation insurance.
- (f) lot means lots number 73, 74, 75, 76, 131, 132, 133 & 134 in strata plan 11480.
- (g) Proprietor mean(s) the owner of the subject Lot,
- (h) Works means the works to the Lot and common property involving the building of an enclosure on the lot owners existing roof deck area and any repair, maintenance and replacement (where necessary), of;
 - (i) The penetration of the concrete roof floor slab to the respective Lot;
 - (ii) The installation of water proofing membranes to all the roof slab penetrations;
 - (iii) Relocation of common property installations where necessary;
 - (iv) Installation of services to the Works including electricity, water, and plumbing;
 - (v) Installation of raised waterproofing areas (hob construction) in works area;
 - (vi) Installation of galvanised steel frames and secured by chemical set bolts as per structural engineering drawings to create additional room areas within rooftop lot space;
 - (vii) Installation of a roof deck above the new room areas with glass balustrading (with suitable waterproofing integrity and appropriate load rated use);
 - (viii) Installation of wind rated aluminum framed external doors and windows;

- (ix) Installation of timber and stainless steel stairs to access the new exclusive area and roof deck;
- (x) Painting all external waterproof blue-board construction walls in matching colour scheme to building;
- (xi) Approved works shall also be subject to the proprietor meeting all costs whatsoever incurred for the restoration of lot and common property (including the Lot) damaged directly to indirectly by the undertaking of the approved works
- (xii) The approved works shall be undertaken strictly in accordance with the specifications attached to this by-law and marked "B".

2.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the identical meaning as those defined in the Act;
- (d) references to legislation include references to any amending and replacement legislation;
- (e) references to the Proprietor in this by-law include any of the Proprietors executors, administrators, successors, permitted assigns or transferees; and
- (f) where a term of the by-law is inconsistent with any by-law or part thereof applicable to the strata scheme, then the provisions of the by-law shall prevail.

PART3 CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Proprietor shall:

- (a) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- (b) provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight {48} hours of any request from the owners corporation;
- (c) effect and maintain Insurance and provide a copy of the insurance policy to the owners corporation;
- (d) provide a report to the owners corporation from an engineer approved by the owners corporation detailing the impact of the Works on the structural integrity of the Building, the Lot and the common property; and
- (e) pay upon demand in advance of registration of this by-law the owners corporation's costs in preparing, making and registering the by-law, including but not limited to any legal and strata managers costs.

3.2 Notice

(a). At least fourteen (14) days prior to the commencement of the Works the Proprietor shall notify the owners corporation and each owner in the affected building (by way of letterbox drop) of the proposed day of commencement of the approved Works or any aspect of the Works which may potentially cause any inconvenience to other residents; and

(b) At least seventy two (72) hours prior to the commencement of Works or an aspect of the Works the Proprietor shall make mutually agreed arrangements with the strata manager regarding the following:

(i) the suitable times and method for the Proprietor's contractors to access the Building to undertake the approved Works; and

(ii) the suitable times and method for contractors to park their vehicles on common property, whilst the approved Works are being undertaken.

3.3 During installation of the Works

During the installation of the Works, the Owner must:

(a) use adult licensed employees, contractors or agents to undertake the installation;

(b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards including that all building works to be engineered to suit the seaside environment with regards to strength and choice of materials to ensure long service and minimal upkeep;

(c) delivery of all works major material and the removal of construction debris to be via a high- crane located at a street level or the use of a service elevator to ensure a passenger lift is available at all times for resident's use;

(d) ensure the installation is carried out expeditiously and with minimum of disruption

(e) ensure that any electricity or other services required to operate the approved Works are installed so they are connected to the lot's electricity or appropriate supply;

(f) carry out the installation between the hours of 7:30 am and 5:00 pm Monday - Friday and

between 8:30 am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;

(g) transport all construction materials, equipment and debris as reasonably directed by the

owners corporation;

(h) protect all affected areas of the Building outside the Lot from damaged arising to the installation or the transportation of construction materials, equipment and debris;

(i) ensure that the installed works do not interfere with or damage the common property or the

property of any other lot owner other than as approved in this by-law and if this occurs the proprietor must rectify that interference or damage within a reasonable time period;

(j) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and

(k) not vary the Works without first obtaining the consent in writing of the owners

corporation,

- (l) ensure the works are carried out and completed in a manner which is in keeping with the rest of the strata scheme;
- (m) not vary the approved Works without obtaining the prior written approval of the owners corporation;
- (n) Ensure that all construction materials and equipment are transported in accordance with any matter reasonably directed by the owners corporation

3.4 After installation of the Works

3.4.1 after the installation of the approved Works is completed the Owner must, without unreasonable delay

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

3.5 Statutory and other requirements

- (a) The proprietor shall comply with all requirements of the owners corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
- (b) The proprietor shall ensure that the provisions of the Building Code of Australia and the Australian Standards are, so far as relevant, complied with;
- (c) The proprietor shall comply with the provisions of the *Home Building Act 1989*, including, but not limited to, section 188
- (d) The approved Works must be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and
- (e) The approved Works must comprise materials that are good and suitable for the purpose for which they are used and must be new.

Special By-Law 31 - Renovations

Definitions and Interpretation

1. This By-Law establishes the rights and obligations of the proprietor of lot to be granted exclusive rights of usage and obligations of maintenance of that area of the common property as is necessary for the purpose of renovating the kitchen, relocation of the laundry facilities into the garage area and the installation of two new bathrooms as detailed in the attached plan.

This work shall include the removal and replacement of wall and floor tiles, installation of walls, the removal and installation of new kitchen cupboards and the installation of any necessary water drainage pipes, water service pipes and any necessary electrical cabling as may be necessary for the installation of power points and lighting facilities passing through and/or attached to the common property floor and ceiling common and the erection of necessary partition wall studs and fixings and any necessary exhaust fans to service the kitchen and bathroom areas in consideration of being exclusively responsible for the maintenance, renewal, replacement or repair of subject works on the detailed in this by-law.

In this by-law headings have been inserted as a guidance only and have no effect on the interpretation of this by-law unless otherwise designated and the following definitions shall prevail:

- (a) "the Act" means the Strata Schemes Management Act, 2015, the Strata Schemes Development Act 2015, the Strata Schemes Management Act, 2016 Regulations and the Strata Schemes Development Act Regulations 2016
- (b) Building shall mean insert address of property)
- (c) Council shall mean (insert local Council name)
- (d) Lot shall means lot (*insert lot number*)
- (e) Owner means the registered proprietor of lot (*insert lot number*)
- (f) Authority means any Government or semi Government instrumentality which has any jurisdiction over the lot or the development
- (g) Insurance shall mean any insurance required under the Act, the NSW Workers Compensation Act 1987 or and amendment or replacement Legislation
- (h) Owners Corporation shall refer to "the proprietors of Strata Plan *{insert strata plan number}*"
- (i) Any gender shall include the other gender
- (j) The singular shall include the plural and visa versa
- (k) Any term referred to in the by-law shall be deemed to have the same meaning as "the Act".
- (l) Works means the work undertaken or proposed to be undertaken by the proprietor of lot *{insert lot number}* in strata plan *{insert strata plan number}*
- (m) Window Safety Device means any window device installed for the purpose of complying with Section 118 of the Act.
- (n) Windows means the windows located in common property or within the air space of the lot
- (o) Strata Committee is the strata committee of the Owners Corporation.

3. Prior to Commencement

Prior to the commencement of any of the approved works the proprietor must:

- (a) pay all of the owners corporations costs whatsoever incurred in preparing, making and registering this by-law, including but not limited to legal and strata managers costs;
- (b) effect and maintain insurance and provide an annual certified copy to the Owners Corporation each year; and
- (c) Provide the Owners Corporations nominated representative with access to inspect the lot and works within 72 hours of any written request from the Owners Corporation to the proprietor of Lot.

4. Approved Working Hours

Approved Working Hours:

7.00am to 5.00pm Monday to Friday 8.00am to 3.00pm Saturday
Sunday and Public Holidays No work is permitted to be undertaken

5. During the Course of Undertaking the Approved Works

Whilst the approved works is being undertaken the proprietor of lot at all relevant times must:

- (a) not alter the scope of works approved pursuant to the terms of this by-law without first obtaining written approval from the owners corporation;
- (b) take all necessary actions and precautions to protect any affected or potentially affected area of common property or the property of another proprietor from any damage whatsoever arising;
- (c) ensure all works complies with the current Australian Building Code and applicable Council requirements;
- (d) only engage licensed trades people or agents to undertake the approved works;
- (e) ensure the works are undertaken in a tradesman like manner
- (f) complete all approved works within twelve weeks of the date of commencement of works;
- (g) transport all demolition and construction materials, equipment and debris in respect of the approved works in the manner prescribed in this by-law and;
- (h) Immediately rectify any damage caused to the common property or the property of another proprietor.
- (i) Install engage a suitably licensed waterproofing contractor to install waterproof membranes in accordance with the Australian Building Code in any wet area.
- U) Any applicable warranties for wet areas and for the approved works shall be obtained in the name of the proprietor of lot and that of the owners corporation.

6. Subsequent to Completion of the Approved Works

Upon completion of the approved works the proprietor must:

- (a) Notify the owners corporation in writing that the works have been completed within 72 hours of completion;
- (b) Provide the owners corporation with a certified copy by a suitably qualified trades person/engineer that the works have been completed in accordance with the approved specifications;
- (c) Provide access within 72 hours for the owners corporations issuing a written request for an authorized representative to inspect the completed works;
- (d) Rectify and/or clean any debris marks or damage to the common property arising directly or indirectly from the undertaking of the approved works;
- (e) Rectify any subsequent damage arising directly or indirectly from undertaking the approved works within 7 days of the owners corporation providing written notice to repair any damage.

Perpetual Rights and Obligations

The proprietor of lot shall:

- (a) The Owners Corporation is reimbursed on an annual basis for any additional insurance premium incurred by the Owners Corporation arising from the Completion of approved works;
- (b) ensure that the approved works at all times comply with any statutory obligations;
- (c) the approved works and any part of the common property affected directly or indirectly by the undertaking of the approved works shall, at all times, be properly maintained at the exclusive cost of the proprietor of lot
- (d) comply with any order issued by any statutory authority, court or tribunal or any reasonable demand of the Owners Corporation to properly repair and maintain the works and/or any part of the common property affected directly or indirectly by the undertaking of the approved works; and
- (e) indemnify and keep indemnified the owners corporation against any and all claims whatsoever arising as a result of any injury, damage or loss by any lot owner or other person arising from the installation or any area of common property affected directly or indirectly by the installation.

Failure of the Proprietor of Lot to Comply With The Terms of This By-Law

In the event the proprietor of lot fails to comply with any term or condition of this bylaw then the Owners Corporation may, at its absolute discretion, after providing seven 7 days written notice to the proprietor of lot:

- (a) authorize its representatives and/or trades person to enter upon the lot to effect the requisite repairs or maintenance where the proprietor has failed to carry out the stipulated works;
- (b) entry of the Owners Corporations representatives and/or authorized trades persons to the lot to repair and maintain the approved works or affected common property may be authorized immediately in the absence of the proprietor to undertake necessary emergency works;
- (c) the Owners Corporation may authorize its nominated representative and/or approved trades people to enter upon the lot at any time where the requested work has not been undertaken and is not confirmed in writing to the Owners

- Corporation by the proprietor of lot that the notified repairs or maintenance have been undertaken;
- (d) the proprietor of lot shall not hinder access by the Owners Corporations representatives and/or authorized trades persons to the lot where the proprietor of lot has failed to comply with the notice to repair within the specified time;
 - (e) the Owners Corporation may, upon demand, recover all costs whatsoever incurred whether it be administrative, legal or otherwise incurred directly or indirectly in effecting any required repair.

Special By-Law 32 - Cabana functions

"Annexure A"

A proprietor or occupier of a lot shall not conduct any party or similar function in the cabana without first obtaining prior written permission of the Owners Corporation or its Strata Managing Agent and any such permission shall only be given on the following conditions:

- a) Approval must be obtained at least two (2) weeks prior to the function
- b) A deposit of \$500.00 per night function and \$200.00 per day function must be paid prior to the cabana key being provided
- c) Only one (1) night function will be allowed per weekend
- d) All functions are to be held wholly within the cabana
- e) A function can have no more than 40 people
- f) There is to be no glass or alcohol taken into the pool area
- g) The pool area is still a shared space
- h) 18th Birthday parties with alcohol are not to be encouraged
- i) The music needs to be kept to a minimum and not have a dominant bass
- j) Night functions must finish by 11:30 pm, and the cabana must be cleaned that night
- k) The cabana will be inspected by 9:00 am the next day and the deposit will be returned only if the cabana and the toilets are clean. Any damages are to be paid for by the person hiring the cabana.
- l) If the police are called to a function, future requested from the person responsible for that function may be refused.
- m) The strata committee has the right to refuse a function if committee members feel its not suitable.

SPECIAL BY-LAW NO 33 – DELEGATION OF MINOR RENOVATIONS

1 Delegation

- 1.1 *The owners corporation delegates its functions under Section 110 of the Strata Scheme Management Act 2015 (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*

SPECIAL BY-LAW NO 34 – BATHROOM, LAUNDRY AND BALCONY WORKS

1 Introduction

- 1.1 The purpose of this by-law is to permit the owner of each lot a right to perform the

Building Works, subject to the terms of the by-law.

2 Building Works

2.1 Grant of Right

The Owners Corporation grants to the owner, subject to the terms of the by-law:

- (a) special privilege to carry out the Building Works; and
- (b) exclusive use of the parts of the common property which are occupied by the Building Works.

3 Conditions of Building Works

3.1 Before the Building Works

Prior to commencing the Building Works, the owner must:

- (a) give the Owners Corporation 14 days' written notice, including the start date and estimated completion date;
- (b) if required by Law, obtain the relevant approvals from the Authority, and give copies of them to the Owners Corporation;
- (c) provide to the Owners Corporation copies of the following:
 - (i) plans, diagrams and scope of works describing the Building Works;
 - (ii) a certificate or other document that proves that the contractors who will carry out the Building Works holds a current licence and all relevant insurances (including public liability not less than \$20,000,000); and
 - (iii) any other document reasonably requested;
- (d) and if requested by the Owners Corporation, pay a bond to the Owners Corporation.

3.2 Performance of the Building Works

During the Building Works, the owner must:

- (a) ensure the Building Works are carried out in a competent and proper manner by appropriately qualified licensed contractors;
- (b) ensure the Building Works are completed in accordance with any applicable approval and the Law, including the National Construction Code and the Building Code of Australia;
- (c) cause minimal noise or disruption to other owners and occupiers;
- (d) except as otherwise approved by the Owners Corporation, only carry out the Building Works between the hours of 7:00am and 5:00pm on Monday – Friday and 8:00am and 5:00pm on Saturday (excluding Sunday's and public holidays);
- (e) make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 8.00am – 5.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment;
- (f) ensure that the contractors do not make any nuisance or hazard that is likely to interfere with the peaceful enjoyment and use of another owner or occupier's lot or the common property;
- (g) make sure that no items or materials are stored on the common property, unless written consent is obtained from the Owners Corporation;
- (h) comply with any reasonable directions of the Owners Corporation including in relation to:
 - (i) transportation of construction equipment and materials;
 - (ii) removal of debris or rubbish;
 - (iii) protection of the building; and
 - (iv) access to and from the strata scheme,
- (i) not vary the Building Works without obtaining the prior written approval of the Owners Corporation;
- (j) not compromise the proper function of any existing element or system of the strata scheme, including waterproofing or fire protection; and
- (k) ensure any holes or penetrations made during the Building Works are adequately

sealed and waterproofed.

3.3 Completion of the Building Works

After the Building Works have been completed, the owner must:

- (a) promptly notify the Owners Corporation, in writing, that the Buildings Works have been completed;
- (b) if requested by the Owners Corporation, provide a report from a duly qualified and practising building consultant or expert certifying that the Building Works (or a part of it) have been completed in accordance with the Law; and
- (c) within 28 days provide to the Owners Corporation written certification from an appropriately qualified person that the Building Works were waterproofed to the relevant Law.

3.4 Fire Safety Measure

- (a) From time to time, the Owners Corporation, including its contractors and experts, will be permitted, upon reasonable written notice, to access any part of the Lot and adjacent common property for the purpose of installing or implementing a Fire Safety Measure.

4 Ongoing Obligations and Responsibilities

4.1 Maintain and repair

The owner must properly maintain and keep in a state of good and serviceable repair the Building Works, including any associated common property forming part of or altered by the Building Works and any fixtures and fittings comprised in the common property.

4.2 Damage

The owner must immediately make good any damage to the common property or any other lot in the strata scheme caused by or arising out of the Building Works.

4.3 External appearance

The owner must ensure the Building Works, including any component or equipment, are in keeping with the external appearance, colour, style and amenity of the building, in the reasonable opinion of the Owners Corporation.

4.4 Cleanliness

The owner must ensure any part of the strata scheme affected by the Building Works is kept clean and tidy and is left clean and tidy on completion of the Building Works.

4.5 Noise

The owner must ensure that any equipment forming part of the Building Works does not create or emit any heat, noise, or vibrations that are likely to interfere with the peaceful enjoyment of another owner or occupier.

4.6 Access

At all stages of the Building Works, the owner must provide the Owners Corporation with access to the Lot to inspect the Building Works on reasonable notice.

4.7 Indemnity

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 arising out of or in connection with the:

- (a) Building Works, including its destruction, removal and alteration;
- (b) failure to comply with the duty to maintain, repair, renew or replace;
- (c) performance of any work required to comply with the duty to maintain, repair, renew or replace; and
- (d) owner's or occupier's breach of any part of this by-law insofar as it relates to the Building Works.

5 Bond

5.1 The Owners Corporation shall be entitled to apply the bond, paid under the

- conditions of this
by-law, or any part of it, towards the costs of the Owners Corporation incurred as a result of a contravention of this by-law.
- 5.2 Upon notifying the Owners Corporation that the Building Works have been completed and the Owners Corporation is reasonably satisfied that you have complied with the terms of this bylaw, the Owners Corporation must refund the bond, or the remaining balance of it, within a reasonable period of time.

6 Breach

- 6.1 If the owner or occupier breaches this by-law and fails to rectify that breach within 14 days of service of a written notice from the Owners Corporation requiring the rectification of that breach, the Owners Corporation may:
- (a) rectify the breach;
 - (b) enter the Lot, by its agents, employees or contractors, pursuant to the Act, in order to rectify the breach; and
 - (c) recover from the owner as a Debt, the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs on an indemnity basis.

7 Explanatory Provisions

7.1 Definitions

In this by-law, unless the context or subject matter otherwise requires or permits:

- (a) Authority means any government, judicial, statutory or public authority having any jurisdiction over the Lot or common property;
- (b) Building Works means the renovation works to be carried out to the Lot and common property contiguous to the Lot as detailed in Annexure A;
- (c) Debt means any amount payable to the Owners Corporation under this by-law;
- (d) Development Act means the Strata Schemes Development Act 2015;
- (e) Fire Safety Measure means any action, procedure or measure designed to improve the fire safety of the Lot and common property, including to ensure compliance with the Law;
- (f) Law means all laws, statutes, acts, orders, building codes, regulations, and Australian Standards;
- (g) Lot means each and every lot in the strata scheme respectively;
- (h) Management Act means the Strata Schemes Management Act 2015; and
- (i) Owners Corporation means the owners corporation established on registration of the strata plan.

7.2 Interpretation

In this by-law, unless the context or subject matter otherwise requires or permits:

- (a) headings have been inserted for guidance only and do not affect the operation of the by-law;
- (b) any terms in the by-law will have the same meaning as those defined in the Management Act or Development Act;
- (c) any singular means the plural and vice versa;
- (d) any reference to an owner includes its successor on title;
- (e) references to legislation include references to amending and replacing legislation;
- (f) if there is any inconsistency between this by-law and the applicable management statement, then the provisions of the management statement will prevail;
- (g) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee, as authorised by the Owners Corporation from time to time;
- (h) to the extent of any inconsistency between the by-laws applicable to the strata scheme and this by-law, the provisions of this by-law shall prevail; and
- (i) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and

effect.

Annexure A – Building Works

1.1 New Works

(a) Bathroom

Renovation of the bathroom(s) of the Lot, comprising of:

- (i) removal of all fixtures, fittings, tapware, cabinetry, joinery, bathtub, shower, shower screen, mirror(s), toilet suite and vanity;
- (ii) installation of new fixtures, fittings, tapware, cabinetry, joinery, bathtub, shower, shower screen, mirror(s), toilet suite and vanity;
- (iii) removal of floor and wall tiling including the waterproofing membrane;
- (iv) installation of new floor and wall tiling including the waterproofing membrane; and
- (v) plumbing and electrical works as required.

(b) Laundry

Renovation of the laundry of the Lot, comprising of:

- (i) removal of all fixtures, fittings, tapware, cabinetry, joinery and mirror(s);
- (ii) installation of new fixtures, fittings, tapware, cabinetry, joinery and mirror(s);
- (iii) removal of floor and wall tiling including the waterproofing membrane;
- (iv) installation of new floor and wall tiling including the waterproofing membrane; and
- (v) plumbing and electrical works as required.

(c) Balcony Works

Renovation of the balcony flooring of the Lot, including:

- (i) removal of the existing balcony tiles, including waterproofing membrane; and
- (ii) installation of new balcony tiles, including waterproofing membrane.

1.2 Existing Works

- (a) Any works of the same kind or type as described in clause 1.1 of Annexure A that were undertaken between the period from the date of the making of this by-law and two (2) years thereafter, in circumstances where the owner of the Lot failed to provide prior

written consent to the making of this by-law

SPECIAL BY-LAW NO 35 – MAJOR RENOVATIONS (ALL LOTS)

1 Introduction

- 1.1 The purpose of this by-law is to establish a programme for owners to carry out Major Renovations, subject to the terms of the by-law.

2 Approval Process

- 2.1 Prior to the commencement of Major Renovations, an owner must submit a written application to the strata committee or strata managing agent, containing:

- (a) name, address and contact number;
- (b) unit and lot number;
- (c) description of the Major Renovations;
- (d) drawings, plans, scope of works and specifications for the Major Renovations;
- (e) estimated start and completion dates of the Major Renovations;
- (f) home building compensation fund insurance policy under the Home Building Act 1989 for the major renovations (if required by law); and
- (g) copies of a certificate or other document that proves that the contractors who will carry out the Major Renovations hold a current licence and all relevant insurances (including public liability not less than \$20,000,000).

- 2.2 The owner must, in addition to the application under clause 2.1(a):

- (a) submit a motion and new pro-forma by-law (outlined in Annexure B); and
- (b) provide written consent (outlined in Annexure C).

- 2.3 Upon receipt of the documents under clause 2.2(a), the Owners Corporation must

- convene a meeting within 28 days.
- 2.4 Prior to commencing the Major Renovations, the owner must:
- (a) if required by Law, obtain the relevant approvals and permits from any Authority, and give copies of them to the Owners Corporation;
 - (b) if requested by the Owners Corporation, pay a bond to the Owners Corporation; and
 - (c) pay for all costs of the Owners Corporation, including:
 - (i) reviewing, considering and registering the by-law;
 - (ii) legal fees for reviewing the application; and
 - (iii) any other reasonable professional fees, including strata management fees or expert fees.

3 Conditions of Major Renovations

3.1 Performance of the Major Renovations

During the Major Renovations, the owner must:

- (a) ensure the Major Renovations are carried out in a competent and proper manner by appropriately qualified licensed contractors;
- (b) ensure the Major Renovations are completed in accordance with any applicable approval and the Law, including the National Construction Code and the Building Code of Australia;
- (c) cause minimal noise or disruption to other owners and occupiers;
- (d) except as otherwise approved by the Owners Corporation, only carry out the Major Renovations between the hours of 7:00am and 5:00pm on Monday – Friday and 8:00am and 5:00pm on Saturday (excluding Sunday's and public holidays);
- (e) make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 8.00am – 5.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment;
- (f) ensure that the contractors do not make any nuisance or hazard that is likely to interfere with the peaceful enjoyment and use of another owner or occupier's lot or the common property;
- (g) make sure that no items or materials are stored on the common property, unless written

consent is obtained from the Owners Corporation;

- (h) comply with any reasonable directions of the Owners Corporation including in relation to:
 - (i) transportation of construction equipment and materials;
 - (ii) removal of debris or rubbish;
 - (iii) protection of the building; and
 - (iv) access to and from the strata scheme,
- (i) not vary the Major Renovations without obtaining the prior written approval of the Owners Corporation;
- (j) not compromise the proper function of any existing element or system of the strata scheme, including waterproofing or fire protection; and
- (k) ensure any holes or penetrations made during the Major Renovations are adequately sealed and waterproofed.

3.2 Completion of the Major Renovations

After the Major Renovations have been completed, the owner must:

- (a) promptly notify the Owners Corporation, in writing, that the Major Renovations have been completed;
- (b) if requested by the Owners Corporation, provide a report from:
 - (i) a duly qualified and practising building consultant or expert certifying that the Major Renovations have been completed in accordance with the Law; and/or
 - (ii) a qualified and practising structural engineer certifying that the Major Renovations have been completed in a manner that will not adversely affect the

structural integrity of the building.

4 Ongoing Obligations and Responsibilities

4.1 Maintain and repair

The owner must properly maintain and keep in a state of good and serviceable repair the Major Renovations, including any associated common property forming part of or altered by the Major Renovations and any fixtures and fittings comprised in the common property.

4.2 Damage

The owner must immediately make good any damage to the common property or any other lot in the strata scheme caused by or arising out of the Major Renovations.

4.3 External appearance

The owner must ensure the Major Renovations, including any component or equipment, are in keeping with the external appearance, colour, style and amenity of the building, in the reasonable opinion of the Owners Corporation.

4.4 Cleanliness

The owner must ensure any part of the strata scheme affected by the Major Renovations.

4.5 Noise

The owner must ensure that any equipment forming part of the Major Renovations does not create or emit any heat, noise, or vibrations that are likely to interfere with the peaceful enjoyment of another owner or occupier.

4.6 Access

At all stages of the Major Renovations, the owner must provide the Owners Corporation with access to the Lot to inspect the Major Renovations on reasonable notice.

4.7 Alterations affecting lot boundary

The owner must comply with any obligation that arises under section 19 of the Development Act from time to time.

4.8 Indemnity

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 arising out of or in connection with the:

- (a) Major Renovations, including its destruction, removal and alteration;
- (b) failure to comply with the duty to maintain, repair, renew or replace;
- (c) performance of any work required to comply with the duty to maintain, repair, renew or replace; and
- (d) owner's or occupier's breach of any part of this by-law insofar as it relates to the Major Renovations.

5 Bond

5.1 The Owners Corporation shall be entitled to apply the bond, paid under the conditions of this

by-law, or any part of it, towards the costs of the Owners Corporation incurred as a result of a contravention of this by-law.

5.2 Upon notifying the Owners Corporation that the Major Renovations have been completed and the Owners Corporation is reasonably satisfied that you have complied with the terms of this by-law, the Owners Corporation must refund the bond, or the remaining balance of it, within a reasonable period of time.

6 Breach

6.1 If the owner or occupier breaches this by-law and fails to rectify that breach within 14 days of service of a written notice from the Owners Corporation requiring the

- rectification of that breach, the Owners Corporation may:
- (a) rectify the breach;
 - (b) enter the Lot, by its agents, employees or contractors, pursuant to the Act, in order to rectify the breach; and
 - (c) recover from the owner as a Debt, the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs on an indemnity basis.

7 Explanatory Provisions

7.1 Definitions

In this by-law, unless the context or subject matter otherwise requires or permits:

- (a) Authority means any government, judicial, statutory or public authority having any jurisdiction over the Lot or common property;
- (b) Cosmetic Work means cosmetic work for the purposes of section 109 of the Management Act;
- (c) Debt means any amount payable to the Owners Corporation under this by-law;
- (d) Development Act means the Strata Schemes Development Act 2015;
- (e) Law means all laws, statutes, acts, orders, building codes, regulations, and Australian Standards;
- (f) Lot means each and every lot in the strata scheme respectively;
- (g) Major Renovations means any work to the common property in connection with the Lot, limited to the work in Annexure A;
- (h) Management Act means the Strata Schemes Management Act 2015;
- (i) Minor Renovations means minor renovations for the purposes of section 110 of the Management Act and those prescribed in the Regulations;
- (j) Owners Corporation means the owners corporation established on registration of the strata plan; and
- (k) Regulations mean the Strata Scheme Management Regulations 2016.

7.2 Interpretation

In this by-law, unless the context or subject matter otherwise requires or permits:

- (a) headings have been inserted for guidance only and do not affect the operation of the by-law;
- (b) any terms in the by-law will have the same meaning as those defined in the Management Act or Development Act;
- (c) any singular means the plural and vice versa;
- (d) any reference to an owner includes its successor on title;
- (e) references to legislation include references to amending and replacing legislation;
- (f) if there is any inconsistency between this by-law and the applicable management statement, then the provisions of the management statement will prevail;
- (g) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee, as authorised by the Owners Corporation from time to time;
- (h) to the extent of any inconsistency between the by-laws applicable to the strata scheme and this by-law, the provisions of this by-law shall prevail; and
- (i) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

SPECIAL BY-LAW NO 36 – MAJOR RENOVATIONS (LOT 1)

1 Introduction

The purpose of this by-law is to permit the owner a right to carry out the Major

Renovations, subject to
the terms of this by-law and the Cosmetic, Minor and Major Renovations By-Law.

2 Major Renovations

2.1 Grant of Right

The Owners Corporation grants to the owner, subject to the terms of the by-law:

- (a) special privilege to carry out the Major Renovations; and
- (b) exclusive use of the parts of the common property which are occupied by the Major Renovations.

3 Application of By-Law

- 3.1 The provisions of Clauses 3 – 7 of the Major Renovations By-Law are adopted for the purposes of this by-law with the exception of the insertion of the definitions of "Plans", "Major Renovations By-Law" and the amendment of the definition of "Lot" and "Major Renovations".

4 Explanatory Provisions

4.1 Definitions

In this by-law, unless the context or subject matter otherwise requires or permits:

- (a) Major Renovations By-Law means Special By-Law No. [x] - Major Renovations (All Lots) as amended from time to time;
- (b) Lot means lot 1 in the strata scheme;
- (c) Major Renovations means the alterations, additions and upgrades to the Lot and adjoining common property, strictly in accordance with the Plans comprising of:
 - (i) Installation of balustrade including replacement gate to match existing balustrades at the scheme; and
 - (ii) the restoration of lot and common property (including the Lot),
- (d) Plans means plans/drawings prepared by Watson Home Improvements and dated 12th Dec 2022 which may be annexed to this by-law and a copy of which was tabled at the meeting approving this by-law

Electronic signature of me,
Joel Holgersson affixed at my
direction on 09/08/2023



REC'D 25 AUG 1971 10.45 AM

transfer 30
transfer of lease 10
218-0
25-8-79

Act South Wales.

A331767



MEMORANDUM OF TRANSFER.

A331767

(REAL PROPERTY ACT, 1900).

THE HOLT SUTHERLAND COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1906 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in consideration of the sum of *One hundred and twenty five pounds* paid by *Edward Walter Lyndman* of *Meranda Farmer* to the Perpetual Trustee Company Limited the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said *Edward Walter Lyndman* All the estate and interest of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the *14th November 1912* Registered Vol. 2314 Fol. 22 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number *689642* from the Holt Sutherland Estate Company Limited to *the said Edward Walter Lyndman* And doth also transfer to the said *Edward Walter Lyndman* all the estate and interest of which it the said Holt Sutherland Company Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. *689642* except and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby

appointed together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said *Edward Walter Lyndman* may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. 697642 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50992 subject to all the provisos conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company Limited was hereunto affixed at Sydney this *12th* day of *August* 1917.

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this *12th* day of *August* 1917 and such Directors thereupon signed this Transfer in the presence of—

Ed. J. Ineson
Ed. Ineson

Ed. Ineson
Secretary

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

SIGNED in my presence by the said *Edward*
Walter Lyndman
who is
personally known to me—

E. J. Ineson

Walter Lyndman
Ed. Ineson
Lyndman

PERPETUAL TRUSTEE COMPANY LTD.,

2, 4 and 6 SPRING STREET, SYDNEY.
33, 35 HUNTER STREET, SYDNEY.

No. 98

1st September 1917

Received from Edward Walter Hodgman Esq.
the sum of £100 being the purchase money for the fee simple
of all that piece of land situate in the Parish of Sutherland
and County of Cumberland, being the whole of the land com-
prised in Sub-lease No. 687642, dated 13th December
1912
from the HOLT SUTHERLAND ESTATE CO. LTD. to the said
Edward Walter Hodgman
and part of the land comprised in Memorandum of Lease
registered No. 50990.

Turner & Healdman Ltd., Sydney—1916

£100

[Signature] Accountant.
[Signature] Cashier.

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



K 515309

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

NO 1 F233 AM 11:05
 Lodgment : :
 Endorsement : :
 Certificate : :
 : :
 : :
 : :

Handwritten: 11-00
 24/11/66

I, EDWARD SEYMOUR SHAW of Miranda Company Director

(Trans must not be disclosed in the transfer.)

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

If a fee estate, strike out "in fee 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 Eight hundred dollars

(£ \$800.00) (the receipt whereof is hereby acknowledged) paid to me by THE COMMISSIONER FOR MAIN ROADS

do hereby transfer to

THE COMMISSIONER FOR MAIN ROADS a body corporate constituted under the Transport (Division of Functions) Act, 1932, as amended

(herein called transferee)

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	SUTHERLAND	PART	6103	42	Lot 58 in Deposited Plan No. 229532

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

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed to the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot ... of D.P. ..." or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. ... Fol. ..."

When the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

Handwritten: JWB
 SL 411 1196
 C. J. ...

K515309

~~And the transferee covenant(s) with the transferor~~

X AND the Transferor for the benefit of the land hereby transferred (hereinafter called "the dominant tenement") covenants with the transferee (in this covenant called "the Commissioner") and with the Council of the Shire of Sutherland and so as to bind the residue of the land comprised in the said Certificate of Title (hereinafter called "the servient tenement") that the Transferor will not, without the written consent of the Commissioner (which consent may be revoked at any time by the Commissioner at his discretion and without compensation) construct, or allow to be constructed on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement after having been proclaimed a Motorway under Part VA of the Main Roads Act, 1924, as amended thereafter ceases to be such a Motorway.

Strike out if unnecessary, or suitably adjust.
(i) If any easements are to be created or any exceptions to be made; or
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.
Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

ENCUMBRANCES, &c., REFERRED TO.

Reservations and conditions contained in the original Crown Grant. Exception and reservation contained in Transfer No. A331767.

A very short note will suffice.

K 1145-2

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

Execution in New South Wales may be proved if the instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 103 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:-
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking Affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul General, Acting Consul General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent); (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal or office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

Signed at Miranda the 31st day of October 1966
Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME
P. J. Murray
Robert White

R. J. McKay
Transferor.*

Signed in my presence by the transferee
WHO IS PERSONALLY KNOWN TO ME
P. J. Murray

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

R. J. McKay
State Crown Solicitor
per J. Murray
Transferor(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.
(To be signed at the time of executing the within instrument.)

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

Signed at _____ the _____ day of _____ 19 _____
Signed in the presence of- _____

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

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

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

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

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

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

No. **K 515309**

LODGED BY State Crown Solicitor
257 Macquarie Street
Sydney
201564

FEEs.
 The Fees, which are payable on lodgment, are as follows:—
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of 10s. is made in each of the following—
 (i) where a restrictive covenant is imposed; or
 (ii) a new easement is created; or
 (iii) a partial discharge of mortgage is endorsed on the transfer.
 (c) Where a new Certificate of Title must issue the scale charges are—
 (i) £2 for every Certificate of Title not exceeding 16 folios and without diagram;
 (ii) £2 10s. 0d. for every Certificate of Title not exceeding 16 folios with one simple diagram;
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the engrossing exceeds 16 folios, an amount of 6s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.
 To be filled in by person lodging dealing.

1	} Received Docs. Nos.
2	
3	
4	
5	
6	

Receiving Clerk.

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

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

This discharge is appropriate to a transfer 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.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>Conveyance by Transfer</i>
Checked by	Particulars entered in Register Book, Volume <u>6103</u> Folio <u>42</u>
Passed (in S.D.B.) by	<u>2017</u> the <u>5th</u> day of <u>January</u> 19 <u>68</u> at
Signed by	<u>minutes past 11 o'clock in the forenoon.</u> <i>J. J. J.</i> Registrar-General.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<i>H</i>	<i>2017</i>
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
Vol.		Fol.

And the transferee covenant(s) with the transferor*

AND the transferor doth for the benefit of the land hereby transferred (hereinafter called "the dominant tenement") covenant with the transferee (in this covenant called "the Commissioner") and with the Council of the Shire of Sutherland and so as to bind and burden the residue of the land in Lot 9 Deposited Plan 9513 (hereinafter called "the servient tenement") that the transferor will not, without the written consent of the Commissioner (which consent may be revoked at any time; by the Commissioner at his discretion and without compensation) construct, or allow to be constructed, on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement, after having been proclaimed a Motorway under Part VA of the Main Roads Act, 1924, as amended thereafter ceases to be such a Motorway.

*Delete out if unnecessary, or suitably adjust.
(i) if any easements are to be created or any exceptions to be made; or
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.
Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1924.

ENCUMBRANCES, &c., REFERRED TO.
Reservations and Conditions contained in the original Crown Grant.
Exception and reservations contained in Transfer No. A331767.

* A very short date will suffice.
K 1145-2

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

Execution in New South Wales may be proved if the instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witnesses should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Dominion, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part, or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counselor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

Signed at Sydney the 22nd day of May 1967.
Signed in my presence by the transferor }
WHO IS PERSONALLY KNOWN TO ME }
P. J. Manning
Robert White

D. J. Smith
Transferor.*

Signed in my presence ^{for} by the transferee }
WHO IS PERSONALLY KNOWN TO ME }
D. J. Smith

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.
[Signature]
Registrar-General
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.
† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and unless any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.
No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.
M 1966-2

No. **K 736168**

LODGED BY _____
 State Crown Solicitor
 237 Macquarie Street
 Sydney
 2012

FEES.
 The Fees, which are payable on lodgment, are as follows—
 (a) 25 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise 25 5s. 0d. Where such instrument is to be entered on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of 10s. is made in each of the following—
 (i) where a restrictive covenant is imposed; or
 (ii) a new easement is created; or
 (iii) a partial discharge of mortgage is entered on the transfer.
 (c) Where a new Certificate of Title must issue the scale charges are—
 (i) 25 for every Certificate of Title not exceeding 15 folios and without diagram;
 (ii) 25 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 (iii) as approved or more than one simple diagram, or an extensive diagram will appear.
 Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.
 To be filled in by person lodging draft.

1. ct
 2. ct
 3. ct
 4. _____
 5. _____
 6. _____

Received Docs. Nos. _____
 Receiving Clerk.

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

I, **DIRECTOR OF WAR SERVICE HOMES**

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.

mortgages under Mortgage Nos. G769640 and H44228

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge when 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 **SYDNEY** this **TENTH** day of **APRIL** 19**67**.

Signed in my presence by the **DIRECTOR OF WAR SERVICE HOMES** by his Attorney

ARTHUR FRANCIS GALLERY
 under Delegation No. 83127
 (Miscellaneous Registrar) who

Arthur Francis Gallery

Conveyancing Officer
 Department of Housing
 New South Wales

who is personally known to me, *Kearney* as Attorney of the **Mortgagee.**

INDEXED	MEMORANDUM OF TRANSFER <i>Consent by the transferor.</i>
Checked by	Particulars entered in Register Book. Volume <u>6572</u> Folio <u>213</u>
Passed (in S.D.B.) by	the <u>10th</u> day of <u>January</u> 19 <u>67</u>
Signed by	<u>1</u> minutes past <u>1</u> o'clock in the <u>after</u> noon. <i>J. J. J.</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.	For.	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

RP 13



76

AUG 23 1976

W SOUTH WALES

MEMORANDUM OF TRANSFER

STAMP DUTY REAL PROPERTY ACT, 1900



P 868252 B

OFFICE USE ONLY

A	EX
	30

THE SYDNEY COUNTY COUNCIL of 570 George Street, Sydney

hereinafter referred to as the TRANSFEROR

being registered proprietor of an estate in fee simple⁽¹⁾

in the land hereinafter described, subject to the following encumbrances and interests

(c)

in consideration of

(the receipt whereof is hereby acknowledged), paid to the transferor by (d)

hereby transfers and grants to

hereby transfers to

G.R. PROJECTS (NO. 5) PTY. LIMITED, a company duly incorporated and having its registered office at 407-409 King Georges Road, Beverly Hills being the registered proprietor of the dominant tenement being Certificate of Title Volume 13066 Folio 103.

hereinafter referred to as the TRANSFEREE

an easement to drain water

out of the land described in the following schedule

Reference to title		Whole or part	Description of land if part only ⁽¹⁾	County	Parish
Volume	Folio				
13066	104	PART	Easement to drain water 0.6 wide as shown on plan annexed hereto marked "A" as Site of proposed Easement to drain water 0.6 wide	CUMBERLAND	SUTHERLAND

Dated at Sydney this 20th day of August 1976.

THE COMMON SEAL OF THE SYDNEY COUNTY

COUNCIL was hereto affixed pursuant to a Resolution of Council passed the sixteenth day of August 1976 and in the presence of the Chairman and General Manager whose signatures appear opposite hereto :

Chairman

General Manager

Qualification of witness

(b)

⁽¹⁾Accepted and certified correct for the purposes of the Real Property Act, 1900.

⁽²⁾Signed in my presence by the transferee who is personally known to me

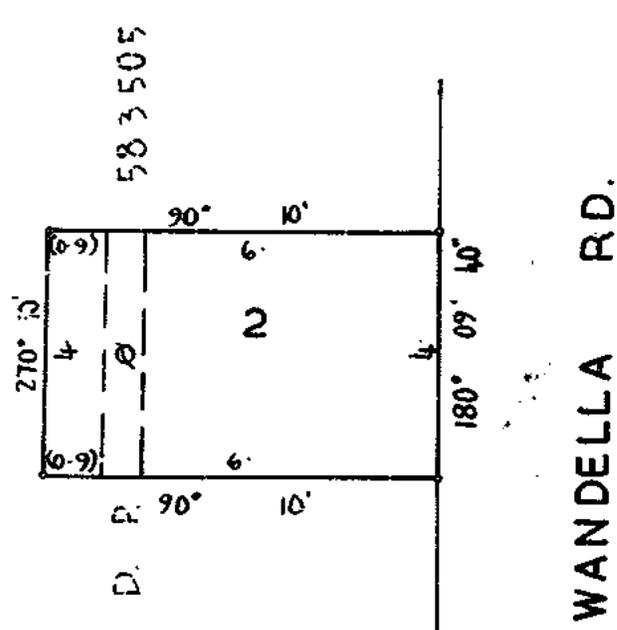
Signature of witness _____
Name of witness (BLOCK LETTERS) _____
Address of witness _____

SOLICITOR for Transferor

USING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

PLAN OF PROPOSED EASEMENT TO DRAIN WATER	P 868252		
	Registered:..... CA:..... Title System:..... Purpose:..... Ref. Map:..... Last Plan:.....		
Men./Shire City: SUTHERLAND Locality: MIRANDA			
Parish: SUTHERLAND County: CUMBERLAND			
Reduction Ratio 1: 10 Lengths are in metres.			




 SITE OF PROPOSED
 EASEMENT TO DRAIN
 WATER 0.6 WIDE.

Plan Drawing only to appear in this space.

Plan Drawing only to appear in this space.

Plan Form 1

WARNING: SEE

Council Clerk's Certificate.

I hereby certify that—

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

(b) the requirements of section 34B of the Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, Hunter District Water, Sewerage, and Drainage Act, 1938, as amended,

have been complied with by the applicant in relation to the proposed

(insert "new road", "subdivision" or "consolidated lot" set out herein.

Subdivision No. _____

Date _____

(Signature) _____
Council Clerk.

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.
†Delete if inapplicable.

Surveyor's Certificate

KEVIN SULLIVAN OF
John Boulton WHITE

of **8 CROSS ST, HURSTVILLE**

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan _____
is accurate and has been made *(1) by-me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on †_____

23-7-76

Signature *K. Sullivan*

Surveyor registered under Surveyors Act, 1929, as amended.
~~Column Line of Assinity~~
*Strike out either (1) or (2). †Insert date of survey.

Signatures, seals and statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

IT IS INTENDED TO CREATE AN EASEMENT TO DRAIN WATER 0.6 WIDE OVER THAT PART OF LOT 2 SHOWN AS " SITE OF PROPOSED EASEMENT TO DRAIN WATER 0.6 WIDE "

M.F. O'HARA
M.F. O'HARA
SOLICITOR FOR
TRANSFER

THE COMMON SEAL OF THE SYDNEY COUNTY COUNCIL was hereto affixed pursuant to a Resolution of Council passed the sixteenth day of August 1976 and in the presence of the Chairman and General Manager whose signatures appear opposite hereto:

[Signature]
Chairman

[Signature]
General Manager

THIS IS THE ANNEXURE MARKED "A" IN TRANSFER NO. P868252

0	10	20	30	40	50	60	70	Table of mm	100	110	120	130	140	150	160
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SURVEYOR'S REFERENCE: 53049

868252

S \$36

DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY			
<p>TRANSFER and Grant of a Easement to Drain Water</p>		<p>Lodged by <u>Mikohara, G.</u> Address: <u>100 KESKEL RD. STANFORD.</u> Phone No.: <u>76-0291.</u> Documents lodged herewith</p> <p>1. <u>CT plan</u> 2. <u>Plan of Jerry O'Rourke</u> 3. <u>1/2</u> 4. <u>1-17</u></p>			
<p>Checked <u>DS</u></p> <p>Passed <u>B</u></p> <p>Signed <u>[Signature]</u></p>	<p style="text-align: center;">REGISTERED</p> <p style="text-align: center;"><u>30-11-1976</u></p> <p style="text-align: center;"><u>[Signature]</u> Registrar General</p> 	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Received Documents _____</td> <td style="width: 40%;">Receiving Clerk _____</td> </tr> </table> <p style="text-align: center;">AUTHORITY FOR USE OF INSTRUMENT OF TITLE(A)</p> <p>Authority is hereby given for the use of _____ _____ lodged (insert reference to certificates, grants or dealings) in connection with _____ for the (insert number of plan or dealing) registration of this dealing and for delivery to _____</p> <p style="text-align: center;">(BLOCK LETTERS)</p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: center;">_____ Name (BLOCK LETTERS)</p>		Received Documents _____	Receiving Clerk _____
Received Documents _____	Receiving Clerk _____				
<p style="text-align: center;">MEMORANDUM AS TO NON-REVOCAION OF POWER OF ATTORNEY (To be signed at the time of executing the within dealing)</p> <p>The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within dealing.</p> <p>Signed at _____ day of _____ 19 _____</p> <p style="text-align: center;">_____ Signature of attorney</p> <p style="text-align: center;">_____ Signature of witness</p>		<p style="text-align: center;">CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS(B)</p> <p>I certify that _____ the attesting witness to this dealing, appeared before me at _____ the _____ day of _____ 19 _____ and declared that he personally knew _____ _____ the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____ _____ is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.</p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: center;">_____ Name (BLOCK LETTERS)</p> <p style="text-align: center;">_____ Qualification</p>			

(A) Where the instrument of title has been lodged by the person lodging the dealing, or its use has been authorized previously, the authority need be furnished by the person otherwise entitled to delivery of the certificate of title, grant, etc.

(B) Not required where dealing attested in accordance with note (g); in other cases to be signed by one of the persons related in note (g).

EXTRA FEES
[Signature]

REC'D



Form: 15CH
Release: 201

**CONSOLIDATION/
CHANGE OF BY-LAWS**



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

AN759829D

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

(A) TORRENS TITLE	For the common property CP/SP 11480	
(B) LODGED BY	Document Collection Box 377X	Name, Address or DX, Telephone, and Customer Account Number if any Strata Management Centre Pty Ltd ABN 28 002 824 339 P.O. Box 166 Caringbah NSW 2229 <i>ML 132508</i> Reference: Gary Adamson (02) 9523-0466
		CODE CH

- (C) The Owners-Strata Plan No. 11480 certify that a special resolution was passed on 4/9/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Add Special Bylaw 31
Amended by-law No. NOT APPLICABLE
as fully set out below:
See Annexure "A" attached hereto:



- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 11480 was affixed on 4/9/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Gary Adamson

Authority: Strata Manager

Signature:

Name:

Authority:

Strata Plan 11480

Annexure "A"

MODEL BY-LAWS FOR RESIDENTIAL STRATA SCHEMES 2010

1. Noise

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 the common property.

2. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with prior written approval of the owners corporation.

3. 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.

4. 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.

5. Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under the clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - b) any screen or other device to prevent entry of animals or insects on the lot, or
 - c) any structure or device to prevent harm to children, or



- d) any device use to affix decorative items to the internal surfaces of walls within the owner's lot,

unless the device 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) 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.
- (5) Despite section 62 of the Act, the owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) 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 (3) that forms part of the common property and that services the lot.

6. Behaviour of owners and occupiers

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

7. Children playing on common property in building

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

8. Behaviour of invitees

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

9. Depositing rubbish and other material on common property

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

10. Hanging out of washing

- (1) An owner or occupier of a lot may hang washing out on any lines provided by the owners corporation for that purpose. Such 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 provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause:

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

A handwritten signature in black ink, consisting of several overlapping strokes, located in the middle-right portion of the page.

11. 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.

12. Cleaning windows and doors

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

13. Storage of inflammable liquids and other substances and materials

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

14. Changes to floor coverings and surfaces

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

15. 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.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

16. Garbage Disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:



- (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of the garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

17. Keeping of animals



Option B

(1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of keeping an animal on a lot or the common property.

(3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:

(a) notify the owners corporation that the animal is being kept on the lot, and

(b) keep the animal within the lot, and

(c) carry the animal when it is on common property, and

(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.



18. 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 any other article of similar type in accordance with by-law 10.

19. Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

20. Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunications services (for example, cable television)
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

21. 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) An 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.

22. Service of documents on owner of lot by Owners Corporation

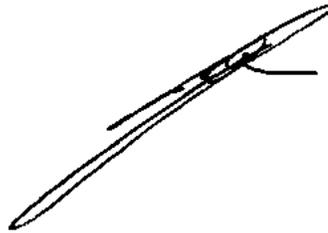
A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.



Special By-Law 1 Indoor Pool & Gym

Without limiting the generality of By-Law 18, a proprietor or occupier of a lot shall not allow any person under the age of fifteen (15) years to use the indoor pool or gymnasium during the following hours:

- (a) Whilst daylight saving regulations are in force in the State of New South Wales, between the hours of 8 pm and 7 am of the following day; or
- (b) Whilst no such regulations are in force between the hours of 7 pm and 7 am of the following day,
- (c) AND at all other times they shall not allow any such person to use such areas unless accompanied by an adult exercising effective control.



Special By-Law 2 Notice Board

A council shall cause a notice-board to be affixed to some part of the building occupied by the secretary and there to be available for inspection by authorised persons between the hours of nine in the forenoon and five in the afternoon.



Special By-Law 3 Fees

The Council of the Body Corporate shall by resolution from time to time set a scale of fees representing the refundable deposit chargeable to proprietors and occupiers for the supply of common property keys.



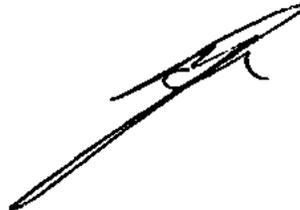
Special By-Law 4

That the Owners Corporation approve the installation of cabling and antennae for Pay TV for any owner that may require the facility subject to no cost being payable by the applicant for any interference to the existing reception and cabling, to the satisfaction of the Executive Committee.



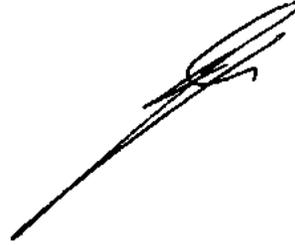
Special By-Law 5 Common Property Locks

That the owners corporation pursuant to Section 62(3)(a) determined that repair of locks to unit mailboxes and unit external doors be the responsibility of the individual owner.

A handwritten signature in black ink, appearing to be a stylized name, located in the upper right quadrant of the page.

Special By-Law 6 Name of Occupier

Pursuant to Sec 119, Owners be required to advise that Owners Corporation of the full name of occupiers of a lot immediately that they take possession of the lot.

A handwritten signature in black ink, consisting of several overlapping loops and a long, sweeping tail that extends downwards and to the left.

Special By-Law 7 Access to lot

Pursuant to Sec 65, an owner or occupier must allow access to a unit to investigate and/or repair common property (a) in an emergency, without notice, (b) on reasonable notice at other times.



Special By-Law 8 Alterations to lot

(1) An owner, mortgagee or covenant chargee in possession (whether in person or not), lessee or occupier of a lot must not do anything or permit anything or permit anything to be done on or in relation to that lot so that

(a) any support or shelter provided by that lot for another lot or common property is interfered with, or

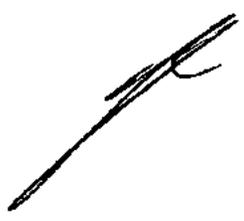
(b) the passage or provision of water, sewage, drainage, gas, electricity, garbage, artificially heated or cooled air, heating oil and other services (including telephone, radio and television services) through or by means of any pipes, wires, cables or ducts for the time being in the lot is interfered with

(2) The owner of a lot must not alter the structure of the lot without giving to the owners corporation, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.



Special By-Law 9 Nuisance

Pursuant to Sec 117(1), an owner or occupier must not use that lot or permit it to be used in such a manner or for such a purpose as to cause nuisance to the occupier of any other lot.



Special By-Law 10 Compensation to Owners Corporation

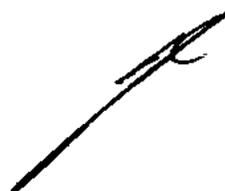
- a) Without in any way limiting the generality of his or her liability otherwise howsoever occurring, each owner of a lot in the strata scheme shall:
- I. be responsible for,
 - II. bear the cost of; and
 - III. pay upon demand to the body corporate, the reasonable and proper cost of the body corporate repairing, replacing or renewing all disrepair of, or damage to the common property caused by
 - A) His or her willful act or carelessness; or
 - B) The willful act or carelessness of any of his or her lessees, licensees, invitees or contractors, (in the event of such last mentioned person or persons not paying such cost within 14 days of written demand; or
 - C) the willful act or carelessness of any guest or invitee whether the details of whom are known or unknown) of his or her lessees or licensees (in the event of such guest or invitee [whether known or unknown] not paying such cost within 14 days of written demand);
- b) For the purpose of paragraph (a) above, the body corporate may recover the cost of such disrepair or damage from the owner as liquidated damages in a court of competent jurisdiction without first being required to take any court proceedings or steps (other than referred to in paragraph (a)(III) above) to receive such moneys from the said lessee, licensee, guest invitee or contractor.



Special By-Law 11 Real Estate Signs

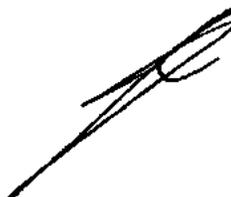
That "Auction", "For Sale" (but not "For Lease") signs and the like, be permitted on the Common Property, subject to:-

- a) Approval must be obtained in advance and in writing to the Managing Agent.
- b) One sign only will be permitted, and this to be erected in the garden only (not in the grass) and not obscuring the view from any unit.
- e) The maximum size of a sign to be 1.3 x 1 metres
- d) Approval to be only for a maximum of six weeks (regardless if the property remains unsold.
- e) Signs are to be removed the same day that contracts are exchanged and is not to remain with a "Sold" sticker thereon.
- f) Signs are not to be affixed to Common Property.
- g) Owners are fully responsible for the actions of their estate agents and contractors, including the cost to the Owners Corporation in removing any sign in breach of these conditions.



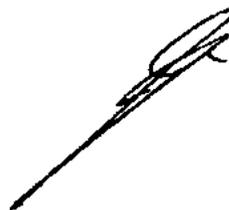
Special By-Law 12 Duties & Obligations of Owners

- (a) An Owner or Occupier of a lot must comply with all by-laws relating to the lot, the use of the lot, and the use of any area of common property to which a licence or exclusive use has been given, including but not limited to any planning laws, development, building and other approvals, consents, requirements notices and orders of any governmental agency
- (b) An Owner or Occupier, must not use or permit any person to use the lot for a purpose which may bring the building and/or owner into disrepute.
- (c) An Owner or Occupier must obtain the consent of the Owners Corporation for any commercial use of their lot or alteration to the approved use.



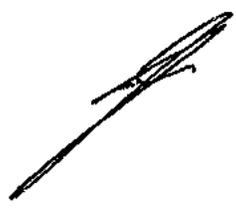
Special By-Law 13 Insurance

- (a) If an Owner or Occupier of a lot carries on an activity that causes the Owners Corporation to be liable for a higher rate of insurance, the owner of that lot shall be required to reimburse the Owners Corporation for the additional premium and such additional premium will be recoverable at law from the respective lot owner.



Special By-Law 14 Upgrade of public utilities

An Owner or Occupier of a lot that requires an upgrade of public utilities due to their use of the lot, shall solely bear the cost of upgrading that public utility.



Special By-Law 15 Power to carry out pest control

In addition to its other functions, and notwithstanding the provisions of section 65 of the Strata Schemes Management Act 1996, the owners corporation will have the power (but not the obligation) to enter lots and all parts of the common property for the purpose of carrying out pest control works, subject to the following conditions:

- I. the pest control works are undertaken at the cost of the owners corporation;
- II. the owners corporation will have the power to enter into arrangements-with third parties from time to time for the performance of the pest control *works*; and
- III. reasonable notice is given to the occupiers of lots before the pest control works are carried out;



Special By-Law 16 Preservation of fire safety

The owner nor occupier of a lot must not do anything 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.



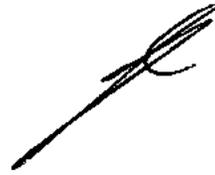
Special By-Law 17 Prevention of hazards

Neither the owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.



Special By-Law 18 Construction hours

The owner or occupier of a lot must not permit construction work to be carried out in their lot other than between the hours of 7.30 am and 5.30 pm Monday to Sundays unless authorised in writing by the Owners Corporation.



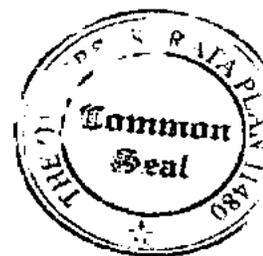
Special By-Law 19

Skateboards, rollerblades/skates "That riding of skateboards and roller blades/ skates be prohibited on the common property".

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Special By-Law 20 Smoking

"Smoking is not permitted in the common areas within the buildings".

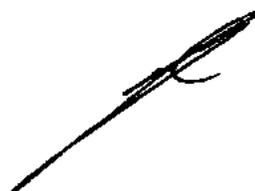


Special By-Law 21 Parking

2.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

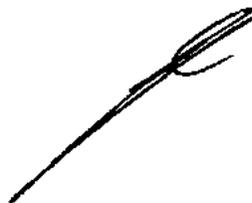
2.2 The Owners Corporation shall have the following powers and authorities, in addition to those conferred upon it by the Strata Schemes Management Act 1996 and the by-laws:-

- a. The power to do one or more of the following in respect of a vehicle, the property of an owner or occupier of a lot, parked upon common property contrary to the by-laws;
 - I. the power to remove the vehicle from the parcel;
 - II. the power to move the vehicle within the parcel;
 - III. the power to distrain the vehicle by such reasonable means as the Owners Corporation determines; and
 - IV. the power to affix a sign to the vehicle.
- b. the power to recover the costs of exercising any power pursuant to this by-law from that owner or occupier as debt in any court of competent jurisdiction



Special By-Law 22 Real Estate Signs

"That NO Real Estate signs be permitted on common property"

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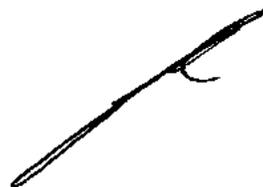
Special By-Law 23 Air Conditioning

That the proprietors of Strata Scheme 11480 are granted permission for exclusive rights of usage of that part of the common property wall cavity space as may be necessary to enable the installation of electrical wiring, screws, nails, bolts and drainage pipes to enable the installation of a functional air conditioning system or split ducted system upon the following conditions:

- (a) prior to the commencement of any work the owner must obtain all necessary approvals from any relevant Authority and provide a certified copy of the relevant approvals to the Owners Corporation
- (b) effect and maintain public liability insurance of not less than \$10 million and effect workers compensation and home owners building warranty under the 1989 Home Building Act prior to commencement of any works
the installation of the air conditioning unit and peripheral equipment shall only be undertaken by an appropriately licensed and insured tradesman and a copy of the tradesman's license and insurances shall be provided to the owners corporation and written consent obtained for the installation prior to the commencement of any work
- (d) all costs whatsoever incurred for the purchase, installation and ongoing repairs, maintenance and replacement of the installation or any peripheral equipment and any common property affected by the installation shall be repaired, maintained or renewed as an at the exclusive obligation and cost of the proprietor of the lot.
- (e) the installed equipment shall at all times be kept in good order and condition by the lot owner
- (f) any common property affected by the installation or subsequent repair, maintenance or replacement lack thereof shall be repaired or maintained as necessary at the exclusive expense of the proprietor of the lot
- (g) all machinery and equipment located in common property air space shall be located in such a position and at such height so as not to hinder or endanger any pedestrian traffic lawfully accessing common property and shall be properly maintained in good order, condition and appearance at all times
- (h) should local council approval be required for the installation the lot owner shall obtain such written approval prior to undertaking the installation
- (i) should any part of the installation be able to be viewed from outside the lot the installation shall be of a colour approved in writing by the owners corporation and shall be in keeping with the rest of the development and compliant with the appearance of a lot By-Law.
- (j) any additional insurance costs (if any) that may be incurred by the strata scheme arising from the installation shall be reimbursed upon demand to the owners corporation
- (k) in the event any repair, maintenance or replacement of the installation or the common property is required at any time and the proprietor of the lot fail's to undertake such repair or maintenance within fourteen days of being notified in writing by the owners corporation of the requisite repair, maintenance or replacement the Owners Corporation may, at its absolute discretion, undertake such repairs, maintenance or replacement as may be considered appropriate and may recover all costs whatsoever incurred, including but not limited to administrative, legal costs and interest upon demand being served by prepaid post on the proprietor of the lot by the



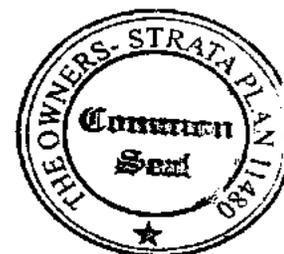
- (l) in the event the installation or any part thereof is removed at any time by the proprietor of the lot, the proprietor must, at the proprietors exclusive cost, have a licensed tradesman reinstate the common property affected by the removal of the installation or part thereof in a tradesman like manner. In the event of any failure on the part of the proprietors, for whatever reason, to do so after being served with a fourteen day notice to effect the designated repair, maintenance or replacement the owners corporation may, at its absolute discretion, arrange to effect such repairs and recover all cost whatsoever incurred in effecting such works
- (m) in the event the owners corporation exercises its rights under paragraph (l) the proprietor of the lot shall provided unhindered access to the lot where necessary to enable the requisite works to be completed
- (n) the decibel emission of any air conditioning machinery servicing a lot shall at all times be maintained within the maximum decibel rating permitted under the provisions of the Environmental Planning and Assessment Act maximum noise emission provisions and/or that of the local Council requirements.
- (o) The proprietor shall indemnify the Owners Corporation at all times against any costs or losses or litigation arising from or in connection with he subject installation, works and usage.



Special By-Law 24 Garage Door Opener & Garage Door Motor

The proprietor of Strata Scheme 11480 are granted exclusive rights of usage and obligations of maintenance of that part of the common property wall, ceiling and garage door as may be necessary to utilise for the purpose of installing any screws, nails, bolts or electrical wiring to enable the installation of an automatic garage opening device on the following conditions:

- (a) all costs whatsoever incurred for the installation, ongoing maintenance, replacement, insurance and removal of garage door opener installation shall be paid exclusively by the proprietor of the lot
- (b) all work shall be undertaken by a suitably licensed and insured tradesman
- (c) any damage sustained to the common property including but not limited to the garage door arising from the installation either inside the subject lot or in the common areas incurred as a result of the installation shall be reinstated to its original condition at the exclusive expense of the proprietor of the subject lot
- (d) in the event of any work is deemed by the owners corporation to be required to maintain the common property in respect of the installation is not undertaken by the proprietor of the lot within five days of written notification by the Owners Corporation to the lot owner, the Owners Corporation may, at its absolute discretion, arrange to effect such requisite works and recover all costs whatsoever incurred in arranging and effecting the repair or maintenance from the proprietor of the subject lot.
- (e) To the extent that the installation interferes with the owners corporations obligation to maintain common property the proprietor of the lot shall bear the all expenses whatsoever incurred for the removal, replacement and/or modification of the installation to the extent that the installation requires removal, replacement or modification to enable proper maintenance of the common property to be undertaken



Special By-Law 25 Awning

The proprietors of Strata Scheme 11480 are granted exclusive rights of usage and obligations of maintenance of that part of the common property and the common property air space as is necessary to facilitate undertake the installation of an awning in accordance with the plans submitted to the owners corporation and approved on the following conditions:

- (a) the installation shall be undertaken by a licensed and insured trades person details of the trades person, a copy of the statement of safe work practice and confirmation of the proposed contractors current public liability insurance be provided to the owners corporation prior to permitting any works to commence on the installation of the awning undertaken
- (b) the materials and appearance of the awning shall be in keeping with the design of the development
- (c) all costs associated with the initial installation, ongoing repairs, maintenance or removal of the installation shall be born exclusively by the lot owner
- (d) the installation shall obtain all relevant approvals necessary to enable compliance with all council requirements, including but not limited to the Building Code of Australia specifications and Fire Compliance requirements if any
- (e) the installation shall be kept in a good and serviceable repair at all times
- (f) in the event of removal of the installation or any part thereof the proprietor of the lot shall be responsible for all costs whatsoever incurred to reinstate the common property to its original condition
- (g) in the event the proprietor of the lot fails to properly repair and maintain the installation the strata scheme may serve a notice upon the proprietors registered address to effect repair within fourteen days
- (h) in the event the proprietor fails to properly repair, maintain or replace the installation as necessary the strata scheme may, at its absolute discretion, engage a suitably qualified tradesman to effect the necessary repair, maintenance or replacement and the proprietor shall provide unhindered access to the lot as may be necessary for the tradesman effect the necessary repair, maintenance or replacement
- (i) In the event the owner's corporation exercises its rights under condition this By-Law all costs, whatsoever incurred (including but not limited to administration, legal and interest costs) by the Owners Corporation shall be born exclusively by the proprietor of the subject lot.



Special By-Law 26 Bollard Installation

The proprietors of Strata Scheme 11480 are granted exclusive rights of usage of that part of the common property as may be necessary to install a bollard servicing the security of the parking lot as detailed in the attached plan on the following conditions:

- a) The bollards shall be of a uniform colour and construction which shall be approved by the executive committee prior to any installation commencing.
- b) All costs whatsoever incurred by the owners corporation in registering this By-Law shall be shared equally between the benefitting lot owners and reimbursed to the owners corporation upon demand.
- c) All costs associated with the installation and ongoing repair or maintenance of the respective bollards and any area of the common property affected directly or indirectly by the installation or removal of a bollard shall be exclusively borne by the respective lot owners.
- d) The bollards once installed shall be maintained in good order and condition at all times at the exclusive cost of the respective lot owners.
- e) If the lot owner fails to properly maintain the bollard or any common property affected by the installation pursuant to the terms of this By-Law the owners corporation may, at its absolute discretion, serve a notice upon the lot owner to undertake any prescribed works considered appropriate to the bollard or the common property so as to ensure compliance with the terms of this by-law within 21 days.
- f) In the event that a proprietor fails to undertake the requisite works the owners corporation may at its absolute discretion, engage a contractor to enter upon the lot and undertake the requisite works and the proprietor of the lot shall not hinder in any way access to the lot to enable the works to be undertaken.
- g) Any costs whatsoever incurred by the owners corporation which shall include but not be limited to material costs, administrative costs and legal costs to ensure compliance with the terms of this by-law shall be recoverable upon demand by the owners corporation from the lot owner.



Special By-Law 27 Garage Door Installation

The proprietor of lots is granted exclusive rights of usage and obligations of maintenance of that part of the common property wall, ceiling concrete floor delineating the perimeter of the garage lot as may be necessary to utilise for the purpose of installing any screws, nails or bolts as fixings to facilitate the installation of a garage door on the following conditions:

- (a) the style, material profile and colour of the garage door shall be approved in writing by the executive committee prior to the commencement of any work.
- (b) The installed garage door and fittings shall at all times be properly maintained in a workable and aesthetically acceptable condition as may be determined by the owners corporation from time to time.
- (c) all costs whatsoever incurred for the administrative approval, installation, ongoing maintenance, replacement, insurance and removal of garage door and fixings shall be paid exclusively by the proprietor of the subject lot.

in the event of removal the proprietor of the lot shall at the proprietors exclusive expense reinstate any damage occasioned to the common property as a result of the installation or removal of the garage door, fittings and fixtures.

- (a) all work shall be undertaken by a suitably licensed and insured tradesman the insurance policy and statement of work practice for which are to be supplied to the owners corporation for approval prior to any work commencing.
- (b) any damage sustained to the common property arising from the installation which shall include but not limited to any fixture or fitting shall be repaired at the exclusive cost of the proprietor of the subject lot.
- (c) in the event of any work is deemed by the owners corporation to be required to maintain the common property or the garage door installation, fittings and fixtures and such deemed work is not undertaken by the proprietor of the lot within fourteen (14) days of written notification being served upon the proprietor of the lot by the Owners Corporation, the Owners Corporation may, at its absolute discretion, arrange to effect such requisite works and recover all costs whatsoever incurred in arranging and effecting the repair or maintenance from the proprietor of the subject lot.
- (d) In the event the owners corporation exercises it rights pursuant to the terms of this by-law the proprietor or occupier of the lot shall not hinder or refuse access to the lot to enable the work approved by the owners corporation to be completed
- (e) To the extent that the installation interferes with the owners corporations obligation to maintain common property or effect any necessary repairs the proprietor of the lot shall bear all expenses whatsoever incurred for the removal, replacement and/or modification of the garage door installation to the extent that the installation requires removal, replacement or modification to enable proper maintenance of the common property to be undertaken



Special By Law 28 Special By-Law - Fire Dampers Service Penetrations

When the proprietor of a lot undertakes approved renovations affecting a common property service shaft the proprietor shall, immediately upon commencing work:

- (a) install fire dampers compliant with current Building Code of Australia and the relevant Standard between the shaft and duct servicing the subject lot or any other lot to which access is available from the service shaft.
- (b) Fire seal all service penetrations accessing the subject lot.
- (c) Arrange for the issue of a certificate of compliance to the Council by a qualified certifier with an additional certified copy to be provided to the owners corporation.
- (d) Prepare a log book and copy for presentation to the Council and the owners corporation listing details of the location each fire damper and the type of damper installed.
- (e) List and provide a copy of each service penetration and plan of its location within the lot to the local Council and the owners corporation.
- (f) Provide any other information or certification as may be requested or considered necessary by the owners corporation or any relevant authority



Special By Law 29 - Reimbursement of costs for instigating a False Fire Alarm

The proprietor or occupier of a lot must not do or permit any invitee of the proprietor or occupier of the lot to do anything that affects or is likely to affect or trigger the operations of any fire safety device in the lot or to reduce the level of fire safety of the lot or the common property.

To the extent that the proprietor, occupier or invitee of the owner or occupiers negligent actions, for whatever reason, causes the false triggering of the operation of any fire safety device and as a result of this action the owners corporation incurs a service attendance fee from the New South Wales Fire Brigade or any other fire service provider authorised to provide such a service to the owners corporation then the proprietor or, if leased, the occupier of the lot shall, upon demand of the owners corporation, reimburse the owners corporation for all costs whatsoever incurred in attending and servicing the alarm, including but not limited to the service providers service charge, any administration fees, legal fees or otherwise.



Special By Law 30-Roof Top Structures

BUILDING WORKS FOR LOT 73, 74, 75, 76,131.132, 133 & 134

PART I GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Proprietor of the subject lot is hereby granted special privilege and exclusive use to:

- 1 (a) carry out the approved Works as detailed in the attached plan and is hereby granted the exclusive right of use and enjoyment of that parts of the common property attached to or occupied by the Works; and
- (b) the right of exclusive use and enjoyment of those parts of the common property comprising the Exclusive Use Area above the subject Lot, and shall have a special privilege to use the Exclusive Use Area subject to the terms and conditions contained in Part 3 of this by-law

PART 2 DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) Act means the Strata Schemes Management Act 1996 or any subsequent replacement.
- (b) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the council.
- (c) Building means the Building situated at 5 Wandella Road Miranda 2228.
- (d) Exclusive Use Area means the air space directly above the lot created by the Works affecting the Lot and:
 - (i) Bound by the upper surface of the newly roof concrete slab and that area of the concrete slab necessary to affix by way of bolting, screwing or nailing the approved works to the common property.

For clarity, the Exclusive Use Area is shown on the plans attached at

- (e) Insurance means:
 - (i) Contractors all risk insurance (including public liability insurance) for a minimum sum of \$10,000,000.00;
 - (ii) Insurance required under the *Home Building Act 1989* (if any); and
 - (iii) Worker's compensation insurance.
- (f) lot means lots number 73, 74, 75, 76,131,132, 133 & 134 in strata plan 11480.
- (g) Proprietor mean(s) the owner of the subject Lot,
- (h) Works means the works to the Lot and common property involving the building of an enclosure on the lot owners existing roof deck area and any repair, maintenance



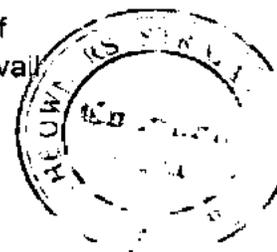
replacement (where necessary), of;

- (i) The penetration of the concrete roof floor slab to the respective Lot;
- (ii) The installation of water proofing membranes to all the roof slab penetrations;
- (iii) Relocation of common property installations where necessary;
- (iv) Installation of services to the Works including electricity, water, and plumbing;
- (v) Installation of raised waterproofing areas (hob construction) in works area;
- (vi) Installation of galvanised steel frames and secured by chemical set bolts as per structural engineering drawings to create additional room areas within rooftop lot space;
- (vii) Installation of a roof deck above the new room areas with glass balustrading (with suitable waterproofing integrity and appropriate load rated use);
- (viii) Installation of wind rated aluminium framed external doors and windows;
- (ix) Installation of timber and stainless steel stairs to access the new exclusive area and roof deck;
- (x) Painting all external waterproof blue-board construction walls in matching colour scheme to building;
- (xi) Approved works shall also be subject to the proprietor meeting all costs whatsoever incurred for the restoration of lot and common property (including the Lot) damaged directly to indirectly by the undertaking of the approved works
- (xii) The approved works shall be undertaken strictly in accordance with the specifications attached to this by-law and marked "B".

2.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the identical meaning as those defined in the Act;
- (d) references to legislation include references to any amending and replacement legislation;
- (e) references to the Proprietor in this by-law include any of the Proprietors executors, administrators, successors, permitted assigns or transferees; and
- (f) where a term of the by-law is inconsistent with any by-law or part thereof applicable to the strata scheme, then the provisions of the by-law shall prevail.



PART 3 CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Proprietor shall:

- (a) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- (b) provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation;
- (c) effect and maintain Insurance and provide a copy of the insurance policy to the owners corporation;
- (d) provide a report to the owners corporation from an engineer approved by the owners corporation detailing the impact of the Works on the structural integrity of the Building, the Lot and the common property; and
- (e) pay upon demand in advance of registration of this by-law the owners corporation's costs in preparing, making and registering the by-law, including but not limited to any legal and strata managers costs.

3.2 Notice

- (a). At least fourteen (14) days prior to the commencement of the Works the Proprietor shall notify the owners corporation and each owner in the affected building (by way of letterbox drop) of the proposed day of commencement of the approved Works or any aspect of the Works which may potentially cause any inconvenience to other residents; and
- (b) At least seventy two (72) hours prior to the commencement of Works or an aspect of the Works the Proprietor shall make mutually agreed arrangements with the strata manager regarding the following:
 - (i) the suitable times and method for the Proprietor's contractors to access the Building to undertake the approved Works; and
 - (ii) the suitable times and method for contractors to park their vehicles on common property , whilst the approved Works are being undertaken.

3.3 During installation of the Works

During the installation of the Works, the Owner must:

- (a) use adult licensed employees, contractors or agents to undertake the installation;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards including that all building works to be engineered to suit the seaside environment with regards to strength and choice of materials to ensure long service and minimal upkeep;
- (c) delivery of all works major material and the removal of construction debris to be via a high- crane located at a street level or the use of a service elevator to ensure a passenger lift is available at all times for resident's use;
- (d) ensure the installation is carried out expeditiously and with a minimum of disruption



- (e) ensure that any electricity or other services required to operate the approved Works are installed so they are connected to the lot's electricity or appropriate supply;
- (f) carry out the installation between the hours of 7:30 am and 5:00 pm Monday - Friday and between 8:30 am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- (g) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- (h) protect all affected areas of the Building outside the Lot from damaged arising to the installation or the transportation of construction materials, equipment and debris;
- (i) ensure that the installed works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the proprietor must rectify that interference or damage within a reasonable time period; (j) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- (k) not vary the Works without first obtaining the consent in writing of the owners corporation, (i) ensure the works are carried out and completed in a manner which is in keeping with the rest of the strata scheme;
- (m) not vary the approved Works without obtaining the prior written approval of the owners corporation;
- (n) Ensure that all construction materials and equipment are transported in accordance with any matter reasonably directed by the owners corporation

3.4 After installation of the Works

3.4.1 after the installation of the approved Works is completed the Owner must, without unreasonable delay

- (a) notify the owners corporation that the installation of the approved Works has been completed;
- (b) notify the owners corporation that all damage, if any, to lot and common property whether directly or indirectly caused by the installation and not permitted by this by-law has been rectified to the satisfaction of the owners corporation;
- (c) provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- (d) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with terms of this by-law;
- (e) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the approved Works have been

Completed satisfactorily and in accordance with this by-law; and



- (f) provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law



3.5 Statutory and other requirements

- (a) The proprietor shall comply with all requirements of the owners corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
- (b) The proprietor shall ensure that the provisions of the Building Code of Australia and the Australian Standards are, so far as relevant, complied with;
- (c) The proprietor shall comply with the provisions of the *Home Building Act 1989*, including, but not limited to, section 18B
- (d) The approved Works must be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and
- (e) The approved Works must comprise materials that are good and suitable for the purpose for which they are used and must be new.



Special By-Law 31 – Renovations

Definitions and Interpretation

1. This By-Law establishes the rights and obligations of the proprietor of lot to be granted exclusive rights of usage and obligations of maintenance of that area of the common property as is necessary for the purpose of renovating the kitchen, relocation of the laundry facilities into the garage area and the installation of two new bathrooms as detailed in the attached plan.

This work shall include the removal and replacement of wall and floor tiles, installation of walls, the removal and installation of new kitchen cupboards and the installation of any necessary water drainage pipes, water service pipes and any necessary electrical cabling as may be necessary for the installation of power points and lighting facilities passing through and/or attached to the common property floor and ceiling common and the erection of necessary partition wall studs and fixings and any necessary exhaust fans to service the kitchen and bathroom areas in consideration of being exclusively responsible for the maintenance, renewal, replacement or repair of subject works on the detailed in this by-law.

In this by-law headings have been inserted as a guidance only and have no effect on the interpretation of this by-law unless otherwise designated and the following definitions shall prevail:

- (a) "the Act" means the Strata Schemes Management Act, 2015, the Strata Schemes Development Act 2015, the Strata Schemes Management Act, 2016 Regulations and the Strata Schemes Development Act Regulations 2016
- (b) Building shall mean (insert address of property)
- (c) Council shall mean (insert local Council name)
- (d) Lot shall means lot (insert lot number)
- (e) Owner means the registered proprietor of lot (insert lot number)
- (f) Authority means any Government or semi Government instrumentality which has any jurisdiction over the lot or the development
- (g) Insurance shall mean any insurance required under the Act, the NSW Workers Compensation Act 1987 or and amendment or replacement Legislation
- (h) Owners Corporation shall refer to "the proprietors of Strata Plan (insert strata plan number)
- (i) Any gender shall include the other gender
- (j) The singular shall include the plural and visa versa
- (k) Any term referred to in the by-law shall be deemed to have the same meaning as "the Act".
- (l) Works means the work undertaken or proposed to be undertaken by the proprietor of lot (insert lot number) in strata plan (insert strata plan number)
- (m) Window Safety Device means any window device installed for the purpose of complying with Section 118 of the Act.
- (n) Windows means the windows located in common property or within the air space of the lot
- (o) Strata Committee is the strata committee of the Owners Corporation.



3. Prior to Commencement

Prior to the commencement of any of the approved works the proprietor must:

- (a) pay all of the owners corporations costs whatsoever incurred in preparing, making and registering this by-law, including but not limited to legal and strata managers costs;
- (b) effect and maintain insurance and provide an annual certified copy to the Owners Corporation each year; and
- (c) Provide the Owners Corporations nominated representative with access to inspect the lot and works within 72 hours of any written request from the Owners Corporation to the proprietor of Lot.

4. Approved Working Hours

Approved Working Hours:

7.00am to 5.00pm Monday to Friday 8.00am to 3.00pm Saturday
Sunday and Public Holidays No work is permitted to be undertaken

5. During the Course of Undertaking the Approved Works

Whilst the approved works is being undertaken the proprietor of lot at all relevant times must:

- (a) not alter the scope of works approved pursuant to the terms of this by-law without first obtaining written approval from the owners corporation;
- (b) take all necessary actions and precautions to protect any affected or potentially affected area of common property or the property of another proprietor from any damage whatsoever arising;
- (c) ensure all works complies with the current Australian Building Code and applicable Council requirements;
- (d) only engage licensed trades people or agents to undertake the approved works;
- (e) ensure the works are undertaken in a tradesman like manner
- (f) complete all approved works within twelve weeks of the date of commencement of works;
- (g) transport all demolition and construction materials, equipment and debris in respect of the approved works in the manner prescribed in this by-law and;
- (h) Immediately rectify any damage caused to the common property or the property of another proprietor.
- (i) Install engage a suitably licensed waterproofing contractor to install waterproof membranes in accordance with the Australian Building Code in any wet area.
- (j) Any applicable warranties for wet areas and for the approved works shall be obtained in the name of the proprietor of lot and that of the owners corporation.

6. Subsequent to Completion of the Approved Works

Upon completion of the approved works the proprietor must:



- (a) Notify the owners corporation in writing that the works have been completed within 72 hours of completion;
- (b) Provide the owners corporation with a certified copy by a suitably qualified trades person/engineer that the works have been completed in accordance with the approved specifications;
- (c) Provide access within 72 hours for the owners corporations issuing a written request for an authorized representative to inspect the completed works;
- (d) Rectify and/or clean any debris marks or damage to the common property arising directly or indirectly from the undertaking of the approved works;
- (e) Rectify any subsequent damage arising directly or indirectly from undertaking the approved works within 7 days of the owners corporation providing written notice to repair any damage.

Perpetual Rights and Obligations

The proprietor of lot shall:

- (a) The Owners Corporation is reimbursed on an annual basis for any additional insurance premium incurred by the Owners Corporation arising from the Completion of approved works;
- (b) ensure that the approved works at all times comply with any statutory obligations;
- (c) the approved works and any part of the common property affected directly or indirectly by the undertaking of the approved works shall, at all times, be properly maintained at the exclusive cost of the proprietor of lot
- (d) comply with any order issued by any statutory authority, court or tribunal or any reasonable demand of the Owners Corporation to properly repair and maintain the works and/or any part of the common property affected directly or indirectly by the undertaking of the approved works; and
- (e) indemnify and keep indemnified the owners corporation against any and all claims whatsoever arising as a result of any injury, damage or loss by any lot owner or other person arising from the installation or any area of common property affected directly or indirectly by the installation.

Failure of the Proprietor of Lot to Comply With The Terms of This By-Law

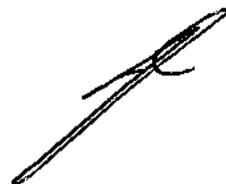
In the event the proprietor of lot fails to comply with any term or condition of this bylaw then the Owners Corporation may, at its absolute discretion, after providing seven 7 days written notice to the proprietor of lot:

- (a) authorize its representatives and/or trades person to enter upon the lot to effect the requisite repairs or maintenance where the proprietor has failed to carry out the stipulated works;
- (b) entry of the Owners Corporations representatives and/or authorized trades persons to the lot to repair and maintain the approved works or affected common property may be authorized immediately in the absence of the proprietor to undertake necessary emergency works;
- (c) the Owners Corporation may authorize its nominated representative and/or approved trades people to enter upon the lot at any time where the requested work has not been undertaken and is not confirmed in writing to the Owners



Corporation by the proprietor of lot that the notified repairs or maintenance have been undertaken;

- (d) the proprietor of lot shall not hinder access by the Owners Corporations representatives and/or authorized trades persons to the lot where the proprietor of lot has failed to comply with the notice to repair within the specified time;
- (e) the Owners Corporation may, upon demand, recover all costs whatsoever incurred whether it be administrative, legal or otherwise incurred directly or indirectly in effecting any required repair.



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Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 11480 was affixed on ⁴..... September 2019 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: GARY ADAMSON Authority: STRATA MANAGER

Signature: Name: Authority:

- ^ Insert appropriate date
- * Strike through if Inapplicable.

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

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



V /

STRATA PLAN 11480

Schedule Of Unit Entitlement	
Lot No.	Unit Entitlement
1	44
2	51
3	50
4	43
5	45
6	45
7	35
8	45
9	44
10	34
11	47
12	47
13	36
14	46
15	46
16	35
17	48
18	48
19	37
20	48
21	47
22	36
23	50
24	50

Schedule Of Unit Entitlement	
Lot No.	Unit Entitlement
25	39
26	49
27	49
28	38
29	52
30	52
31	41
32	52
33	52
34	40
35	55
36	55
37	43
38	55
39	53
40	42
41	57
42	57
43	44
44	57
45	56
46	43
47	59
48	59

Schedule Of Unit Entitlement	
Lot No.	Unit Entitlement
49	45
50	59
51	58
52	44
53	60
54	60
55	46
56	59
57	58
58	45
59	60
60	60
61	47
62	60
63	59
64	46
65	73
66	74
67	73
68	72
69	75
70	77
71	75
72	74

Schedule Of Unit Entitlement	
Lot No.	Unit Entitlement
73	87
74	87
75	85
76	84
77	51
78	52
79	45
80	45
81	45
82	45
83	45
84	53
85	45
86	54
87	45
88	44
89	48
90	50
91	45
92	45
93	33
94	44
95	44
96	33

Reduction Ratio 1:

Lengths are in metres

[Signature]
 Registered Surveyor

[Signature]
 Deputy Council Clerk 57A 24176



Surveyor's Reference: 53049

25 of 11480 5/5/20

STRATA PLAN 11480

Lot No.	Unit Entitlement
97	47
98	47
99	35
100	46
101	46
102	35
103	50
104	50
105	37
106	48
107	47
108	36
109	54
110	54
111	39
112	50
113	49
114	37
115	56
116	56
117	41
118	53
119	51
120	39
121	58
122	58
123	43
124	57
125	56

Lot No.	Unit Entitlement
126	41
127	71
128	71
129	69
130	69
131	80
132	80
133	78
134	78
135	51
136	44
137	52
138	44
139	45
140	53
141	45
142	54
143	45
144	54
145	47
146	54
147	50
148	55
149	47
150	47
151	47
152	47
153	50

Lot No.	Unit Entitlement
154	50
155	56
156	47
157	56
158	47
159	58
160	50
161	53
162	55
163	49
164	42
165	50
166	42
167	52
168	45
169	44
170	55
171	44
172	56
173	47
174	56
175	1
176	1
177	1
178	1
179	1
180	1
181	1

Lot No.	Unit Entitlement
182	1
183	1
184	1
185	1
186	1
187	1
188	1
189	1
190	1
191	1
192	1
193	1
194	1
195	1
196	1
197	1
198	1
199	1
200	1
201	1
202	1
203	1
204	1
205	1
206	1
207	1
208	1
AGG.	9000

Reduction Ratio 1:

Lengths are in metres

[Signature]
 Registered Surveyor

[Signature]
 Deputy Council Clerk STA 26176

Surveyor's Reference: 53049



BASEMENT CAR SPACES

STRATA PLAN 11480

SHEET 5 ADJOINS

5.48 PT.129 (15m ²)	2.79	5.48 PT.115 (15m ²)	2.73	5.48 PT.108 (15m ²)	2.74	5.48 PT.33 (15m ²)	2.7
2.79	2.79	2.75 PT.132 (17m ²)	2.75	2.74 PT.109 (15m ²)	2.74	2.75 PT.32 (15m ²)	2.73
2.79	2.79	2.75 PT.127 (17m ²)	2.75	2.74 PT.1 (15m ²)	2.74	GARDEN	2.73
2.79	2.79	2.75 PT.118 (15m ²)	2.75	2.74 PT.2 (15m ²)	2.74	ENTRY	2.73
5.48 PT.130 (15m ²)	2.79	5.48 PT.118 (15m ²)	2.75	2.74 PT.3 (15m ²)	2.74	5.48 PT.31 (15m ²)	2.69
5.48	2.79	5.48	2.75	2.74 PT.4 (15m ²)	2.74	2.74 PT.30 (15m ²)	2.74
		5.48 PT.119 (20m ²)	2.75	2.74 PT.5 (15m ²)	2.74	2.74 PT.29 (15m ²)	2.73
		3 PT.120 (16m ²)	2.75	2.74 PT.6 (15m ²)	2.74	2.74 PT.28 (15m ²)	2.72
		2 PT.121 (14m ²)	2.75	2.74 PT.7 (15m ²)	2.74	2.74 PT.27 (15m ²)	2.72
		2 PT.122 (14m ²)	2.75	2.74 PT.8 (15m ²)	2.74	2.74 PT.26 (15m ²)	2.72
		3 PT.123 (18m ²)	2.75	2.74 PT.9 (15m ²)	2.74	2.74 PT.25 (15m ²)	2.72
		3 PT.124 (19m ²)	2.75	2.74 PT.10 (15m ²)	2.74	2.74 PT.24 (15m ²)	2.72
		5 PT.125 (22m ²)	2.75	2.74 PT.11 (15m ²)	2.74	2.74 PT.23 (15m ²)	2.72
		5.48	2.75	2.74 PT.12 (15m ²)	2.74	2.74 PT.22 (15m ²)	2.72
		5.48	2.75	2.74 PT.13 (15m ²)	2.74	2.74 PT.21 (15m ²)	2.72
		5.48	2.75	2.74 PT.14 (15m ²)	2.74	2.74 PT.20 (15m ²)	2.72
		5.48	2.75	2.74 PT.15 (15m ²)	2.74	2.74 PT.19 (15m ²)	2.72
		5.48	2.75	2.74 PT.16 (15m ²)	2.74	2.74 PT.18 (15m ²)	2.72
		5.48	2.75	2.74 PT.17 (15m ²)	2.74	2.74 PT.17 (15m ²)	2.72
		5.48	2.75	2.74 PT.18 (15m ²)	2.74	2.74 PT.16 (15m ²)	2.72
		5.48	2.75	2.74 PT.19 (15m ²)	2.74	2.74 PT.15 (15m ²)	2.72
		5.48	2.75	2.74 PT.20 (15m ²)	2.74	2.74 PT.14 (15m ²)	2.72
		5.48	2.75	2.74 PT.21 (15m ²)	2.74	2.74 PT.13 (15m ²)	2.72
		5.48	2.75	2.74 PT.22 (15m ²)	2.74	2.74 PT.12 (15m ²)	2.72
		5.48	2.75	2.74 PT.23 (15m ²)	2.74	2.74 PT.11 (15m ²)	2.72
		5.48	2.75	2.74 PT.24 (15m ²)	2.74	2.74 PT.10 (15m ²)	2.72
		5.48	2.75	2.74 PT.25 (15m ²)	2.74	2.74 PT.9 (15m ²)	2.72
		5.48	2.75	2.74 PT.26 (15m ²)	2.74	2.74 PT.8 (15m ²)	2.72
		5.48	2.75	2.74 PT.27 (15m ²)	2.74	2.74 PT.7 (15m ²)	2.72
		5.48	2.75	2.74 PT.28 (15m ²)	2.74	2.74 PT.6 (15m ²)	2.72
		5.48	2.75	2.74 PT.29 (15m ²)	2.74	2.74 PT.5 (15m ²)	2.72
		5.48	2.75	2.74 PT.30 (15m ²)	2.74	2.74 PT.4 (15m ²)	2.72
		5.48	2.75	2.74 PT.31 (15m ²)	2.74	2.74 PT.3 (15m ²)	2.72
		5.48	2.75	2.74 PT.32 (15m ²)	2.74	2.74 PT.2 (15m ²)	2.72
		5.48	2.75	2.74 PT.33 (15m ²)	2.74	2.74 PT.1 (15m ²)	2.72

LINE OF STRUT
FACE OF COLUMN

LINE OF STRUT
FACE OF COLUMN

COMMON

PROPERTY

COMMON

PROPERTY

VIDE SHEET 13
(Block 4)

5.48 PT.62 (15m ²)	2.76	2.5 PT.19 (15m ²)	2.5
2.76	2.76	2.5 PT.19 (15m ²)	2.5
5.48 PT.63 (15m ²)	2.76	2.5 PT.19 (15m ²)	2.5
2.76	2.76	2.5 PT.19 (15m ²)	2.5

PROLONGATION OF
STR. FACE OF WALL

SHEET 7 ADJOINS

Reduction Ratio 1: 200

Lengths are in metres

EXCEPT WHERE OTHERWISE
SHOWN ALL DIMENSIONS
ARE REFERRED TO FACES
OF THE COMMON PROPERTY
WALLS.

COMMON PROPERTY
ALL AREAS ARE APPROXIMATE.

Registered Surveyor

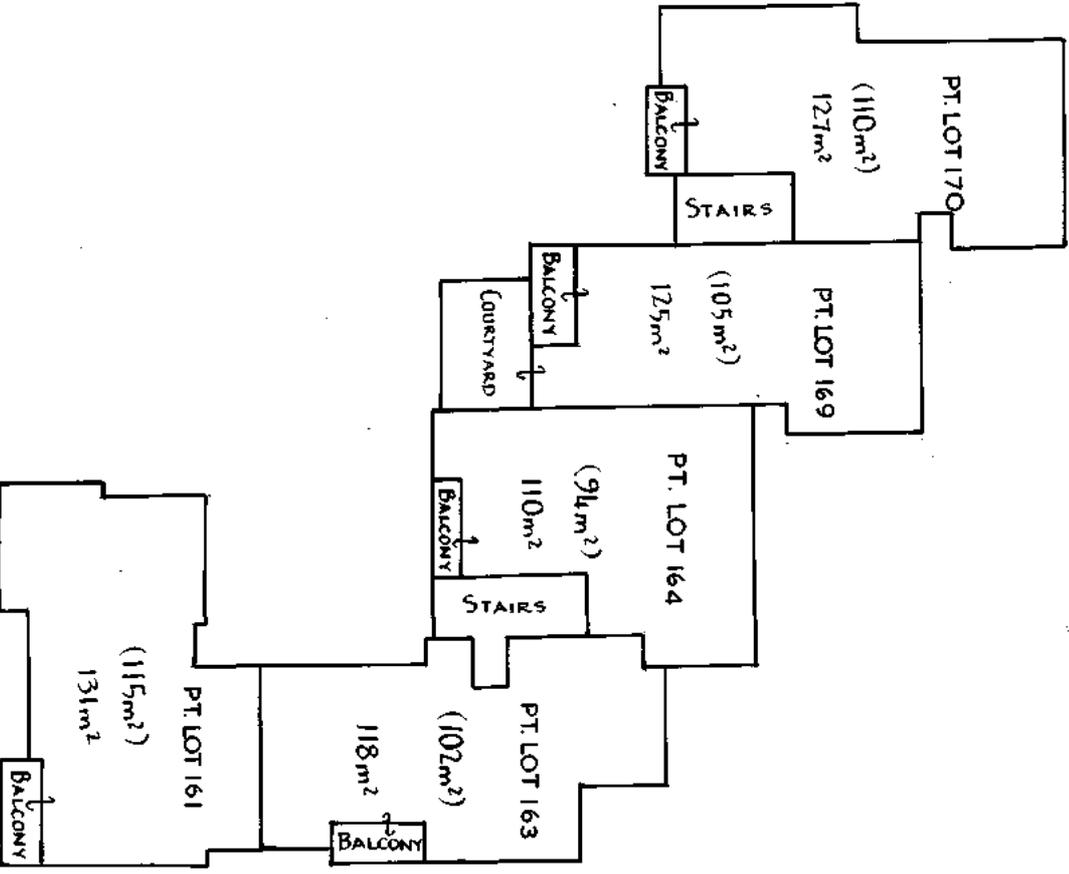
Deputy Council Clerk STA 26176



STRATA PLAN 11480

BLOCK 1

GROUND FLOOR



THE HEIGHT OF THE UNCOVERED COURTYARDS IS LIMITED TO 3 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR EXCEPT WHERE COVERED.

THE HEIGHT OF THE BALCONIES IS LIMITED TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.

ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

[Signature]
Registered Surveyor

[Signature]
Deputy Council Clerk STA 26176

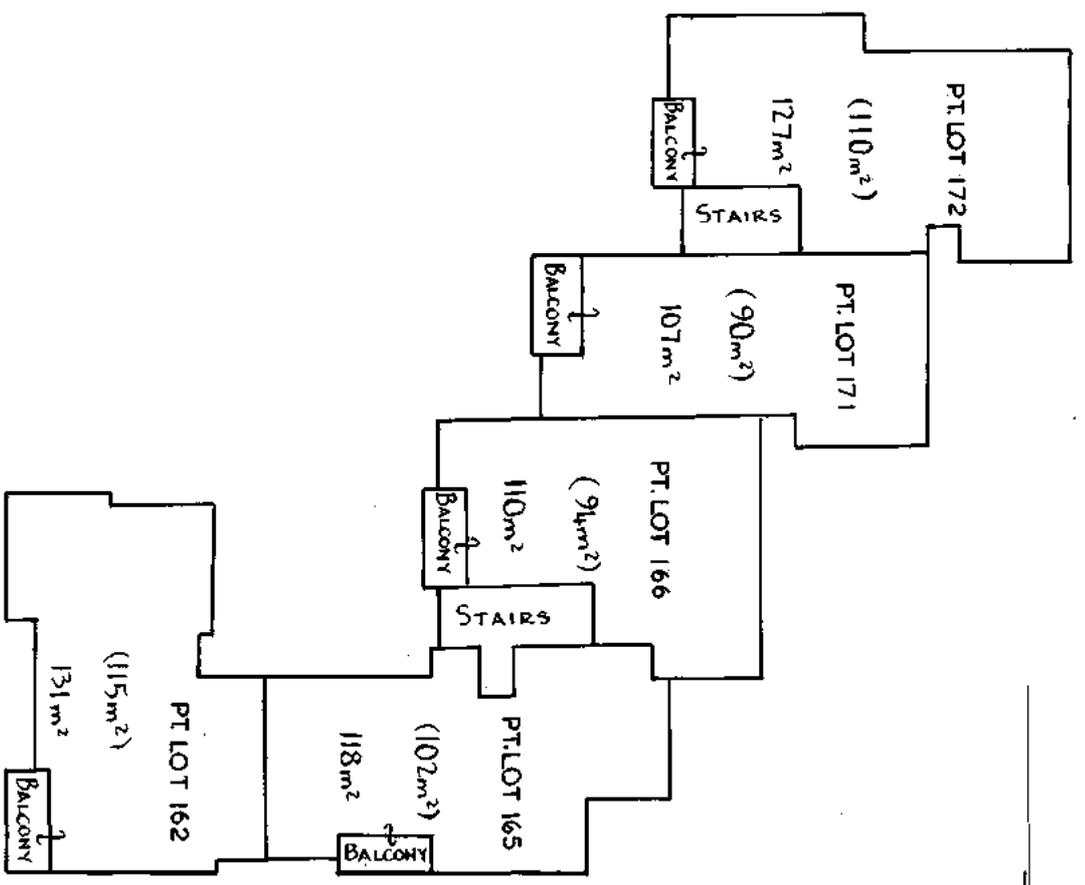


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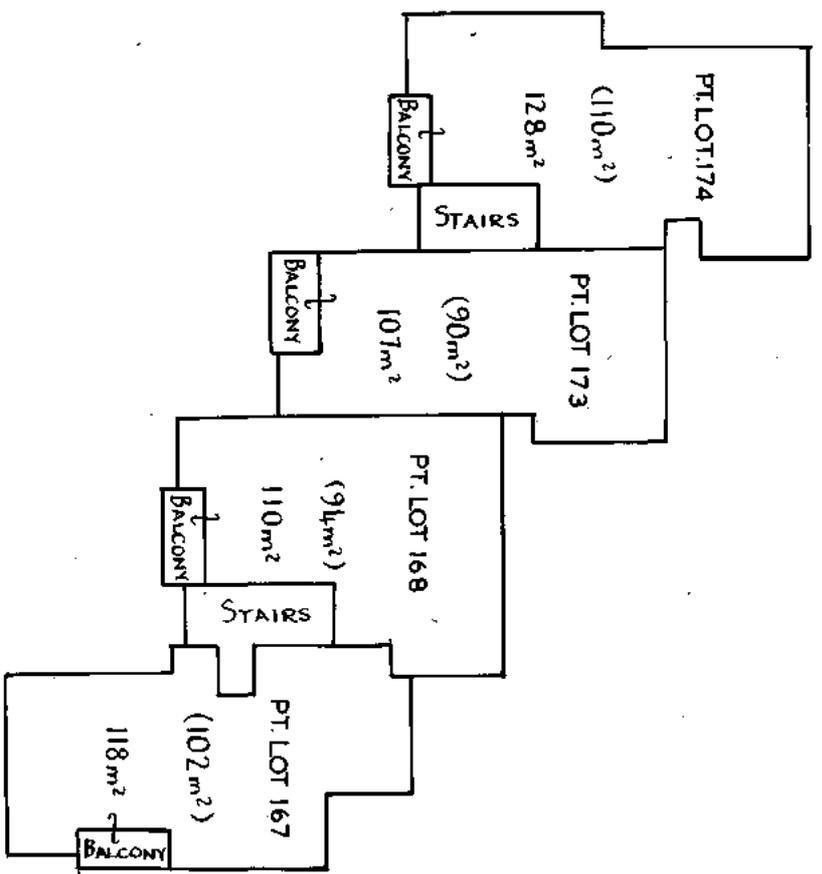
STRATA PLAN 11480

BLOCK 1

FIRST FLOOR



SECOND FLOOR



ALL AREAS ARE APPROXIMATE.
THE HEIGHT OF THE UNCOVERED BALCONIES IS LIMITED TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

[Signature]
Registered Surveyor

[Signature]
Deputy Council Clerk 57A 26/16

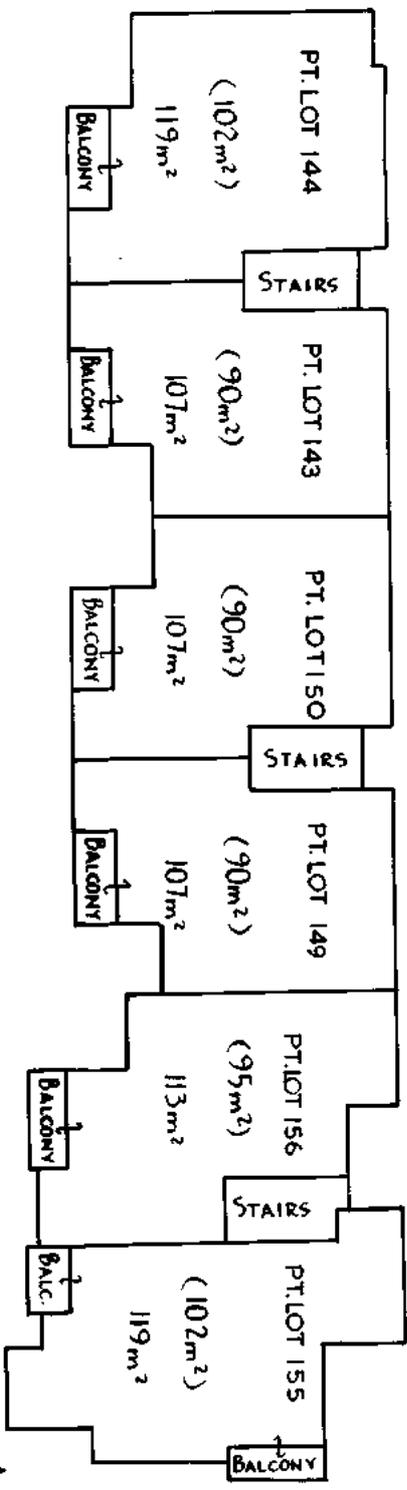


50 11480 95 41

STRATA PLAN 11480

BLOCK 2

GROUND FLOOR



ALL AREAS ARE APPROXIMATE
THE HEIGHT OF THE RECOVERED
BALCONIES IS LIMITED TO 2.5
ABOVE THE UPPER SURFACE
OF THEIR CONCRETE FLOOR,
EXCEPT WHERE COVERED.

Reduction Ratio 1:200

Lengths are in metres

[Signature]
Registered Surveyor

[Signature]
Deputy Council Clerk 374 26/76



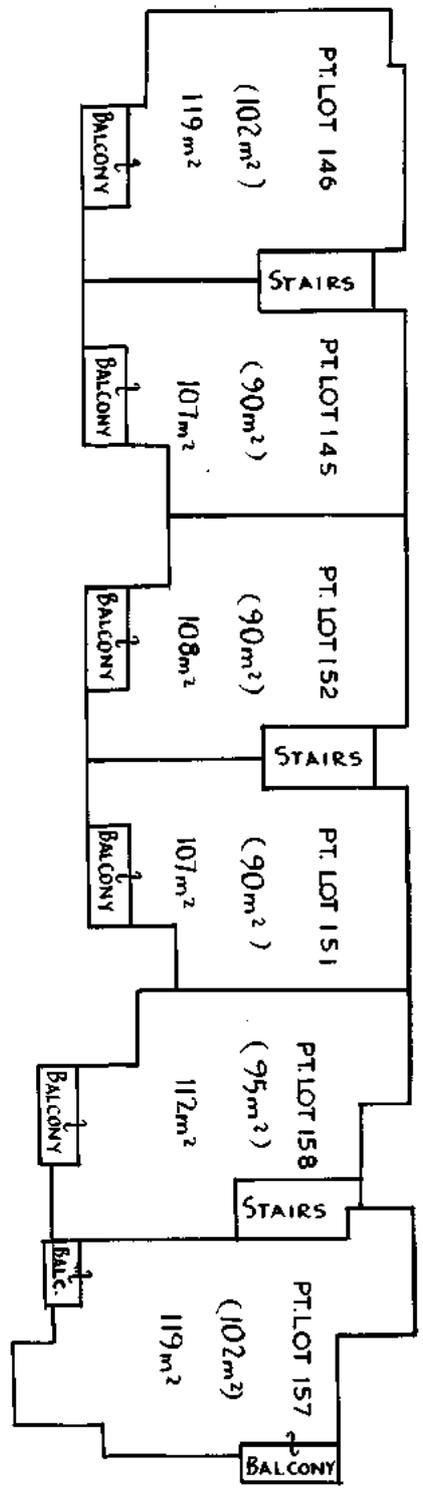
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SURVEYOR'S REFERENCE: 53049

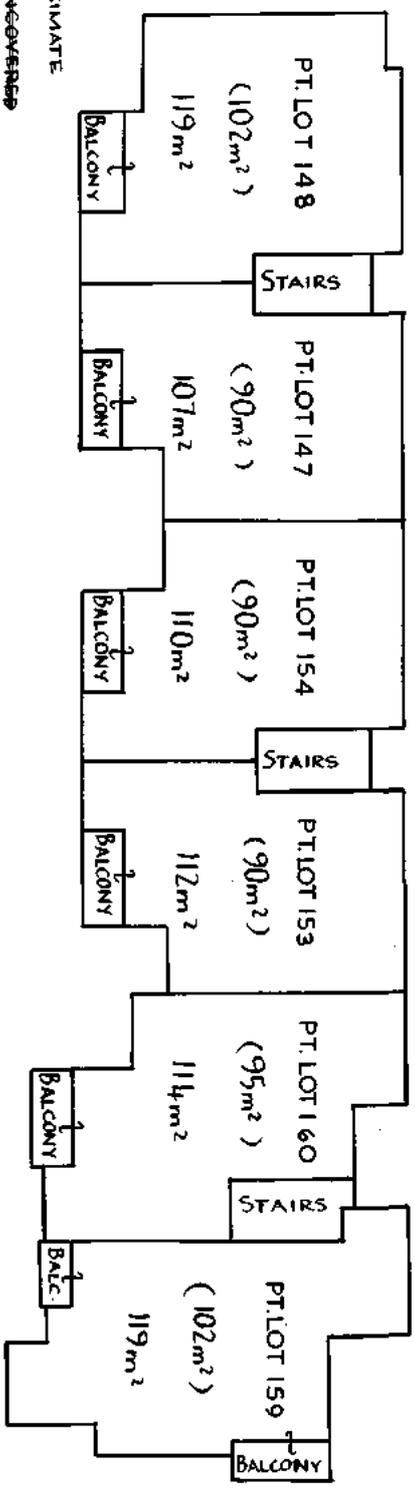
2.F.11480 10/52

BLOCK 2

FIRST FLOOR



SECOND FLOOR



ALL AREAS ARE APPROXIMATE

THE HEIGHT OF THE **UNCOVERED** BALCONIES IS LIMITED TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

[Signature]
Registered Surveyor

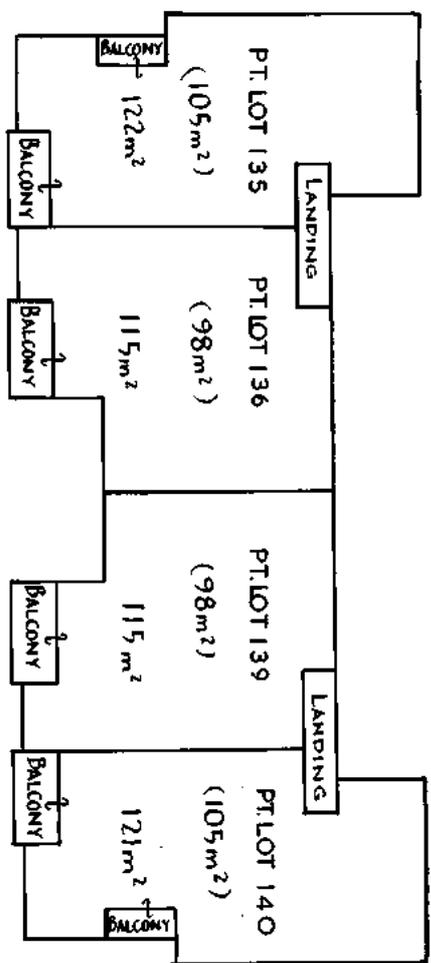
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Deputy Council Clerk STA 26/16

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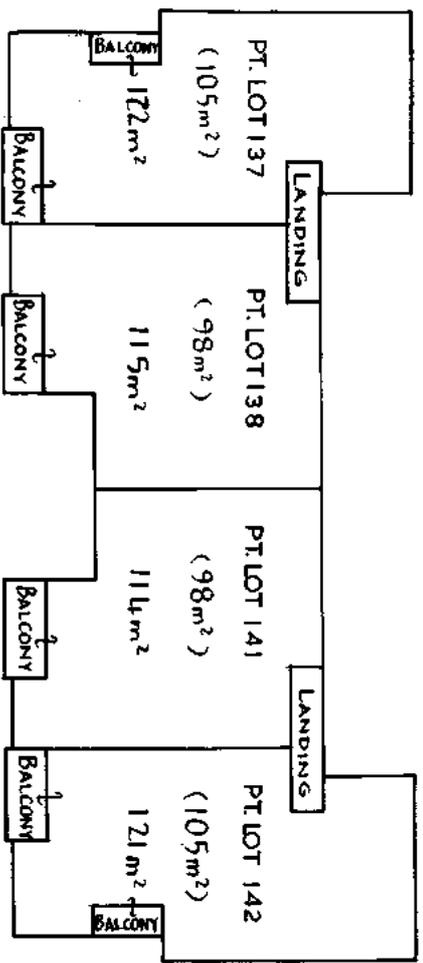
BLOCK 3

STRATA PLAN 11480

GROUND FLOOR



FIRST FLOOR



THE HEIGHT OF THE UNCOVERED BALCONIES IS LIMITED TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR, EXCEPT WHERE COVERED.

ALL AREAS ARE APPROXIMATE

Reduction Ratio 1:200

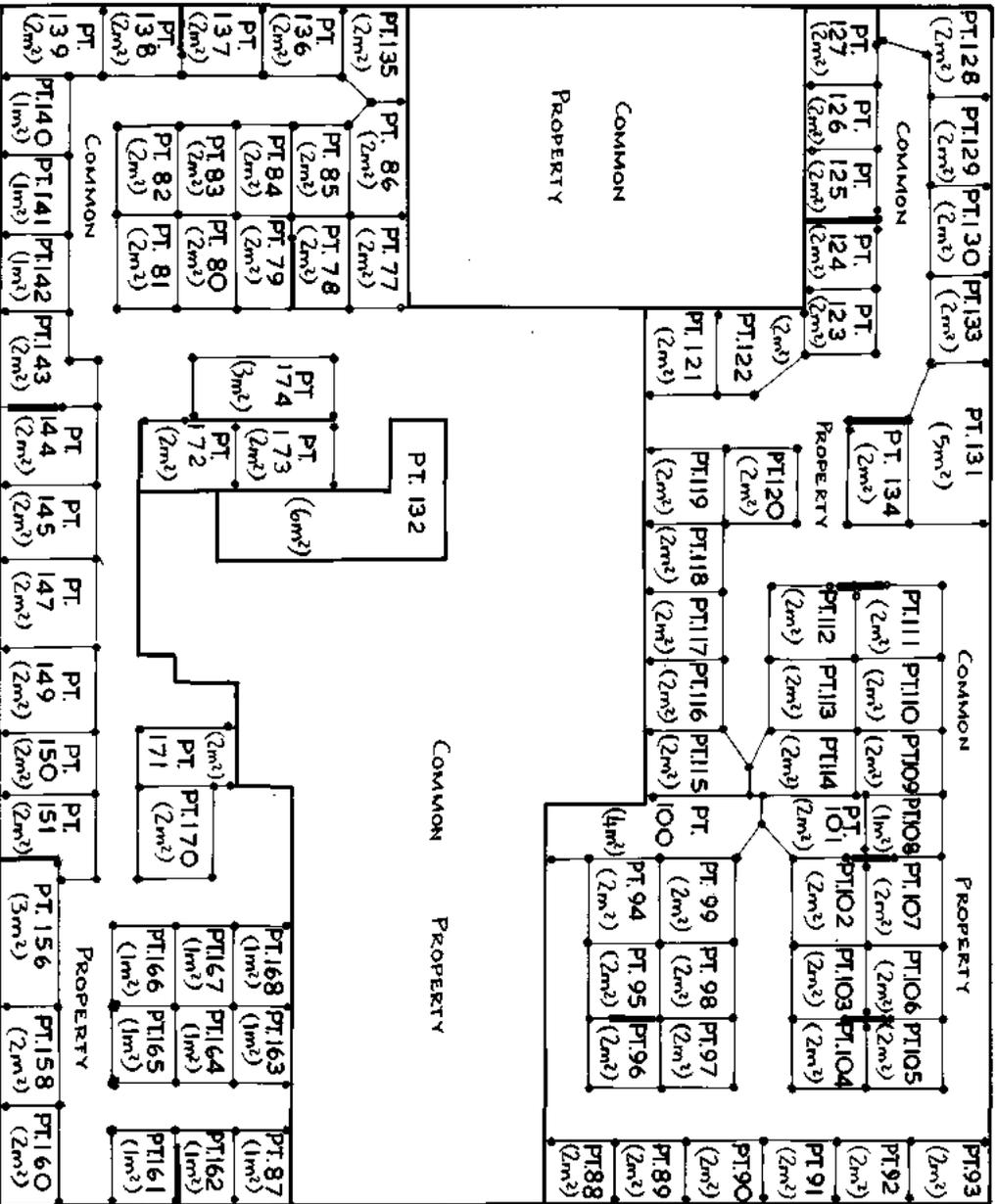
Lengths are in metres

[Signature]
Registered Surveyor

[Signature]
Deputy Council Clerk STA 26/76



BLOCK 4
LOWER GROUND FLOOR
STOREROOMS



Reduction Ratio 1:100

Lengths are in metres

ALL BOUNDARIES SHOWN ARE DEFINED BY LINESPASSING THROUGH THE CENTRE OF STEEL POSTS. ALL AREAS ARE APPROXIMATE.

[Signature]
Registered Surveyor

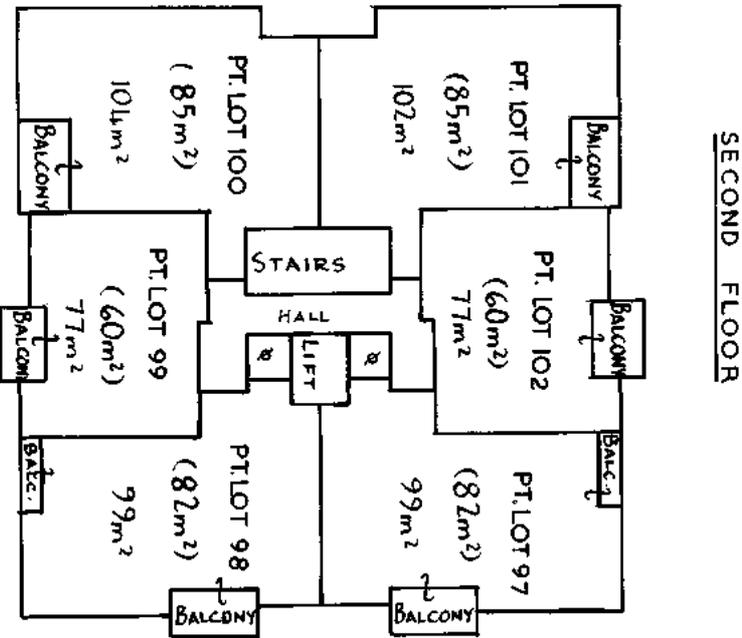
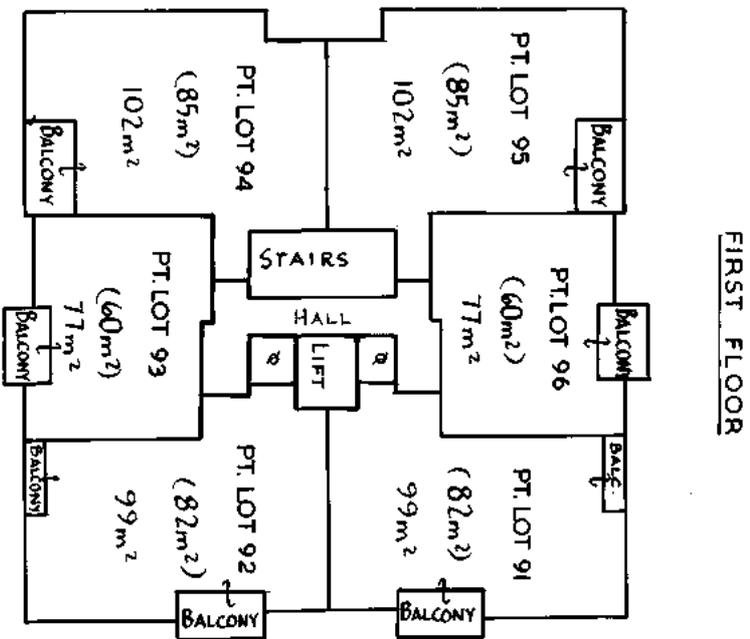
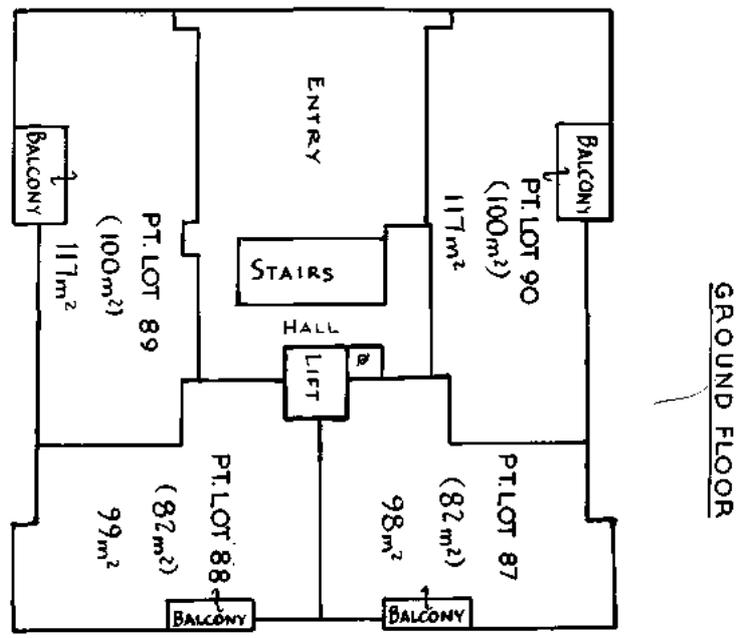
[Signature]
Deputy Council Clerk STA 26/76



2.5 11480 13/152

STRATA PLAN 11+80

BLOCK 4



COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE.
 THE HEIGHT OF THE UNCOVERED
 BALCONIES IS LIMITED TO 2.5
 ABOVE THE UPPER SURFACE OF
 THEIR CONCRETE FLOOREXCEPT
 WHERE COVERED.

Reduction Ratio 1:200

Lengths are in metres

[Signature]
 Registered Surveyor

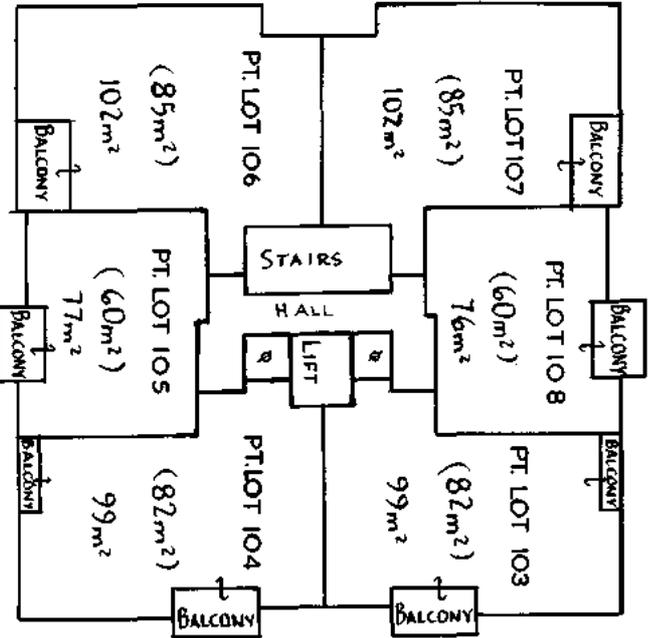
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 Deputy Council Clerk STA 26/76

SURVEYOR'S REFERENCE: 53049

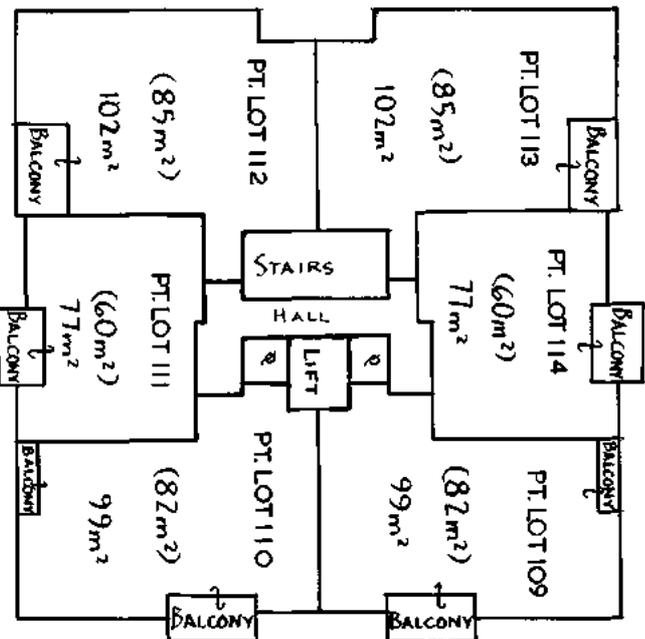
STRATA PLAN 11480

BLOCK 4

THIRD FLOOR



FOURTH FLOOR



& COMMON PROPERTY.

ALL AREAS ARE APPROXIMATE.

THE HEIGHT OF THE UNCOVERED BALCONIES IS LIMITED TO 2/5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR. EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Deputy Council Clerk STA 26/16



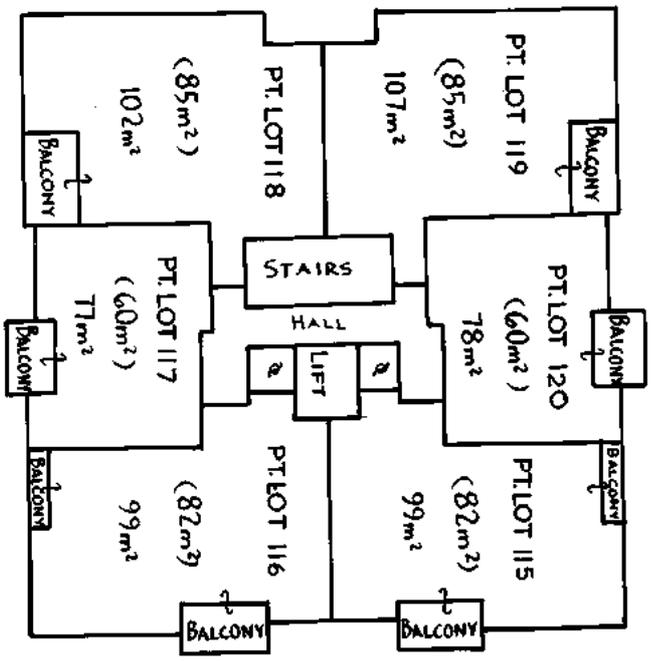
5/1/20 11/80 12/52

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

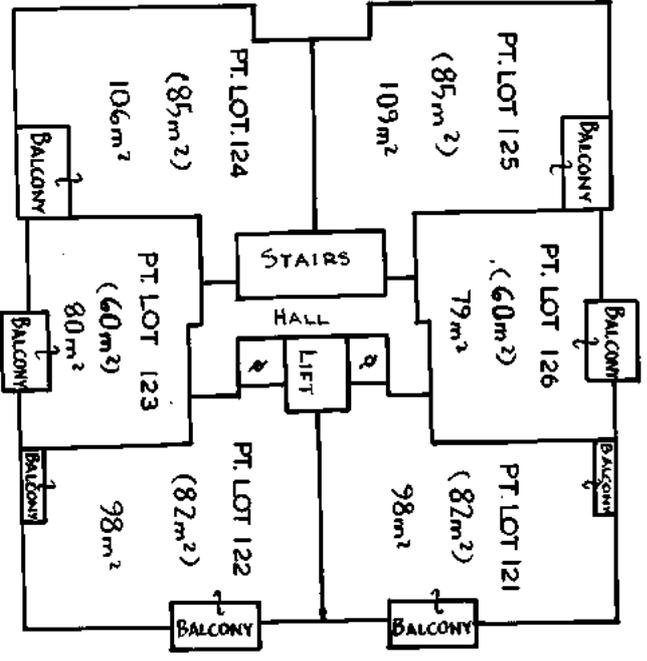
STRATA PLAN 11480

BLOCK 4

FIFTH FLOOR



SIXTH FLOOR



COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE.
 THE HEIGHT OF THE BALCONIES IS LIMITED TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR. EXCEPT WHERE COVERED.

Reduction Ratio 1:200

Lengths are in metres

[Signature]
 Registered Surveyor

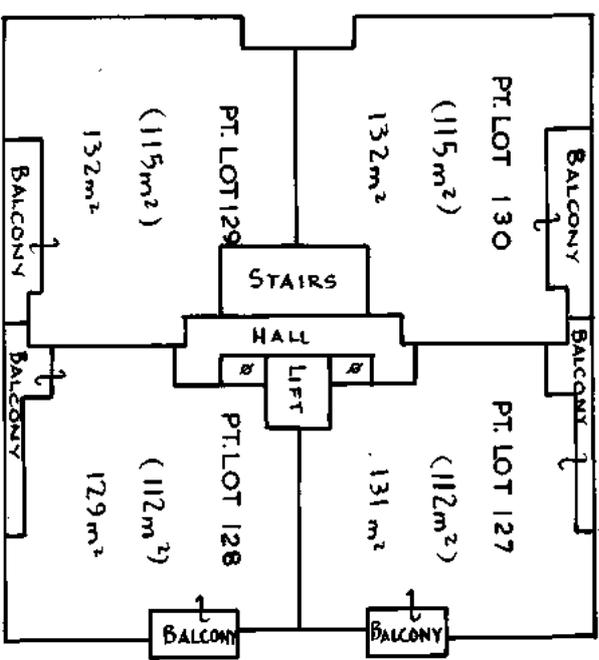
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 Deputy Council Clerk S74 24/76



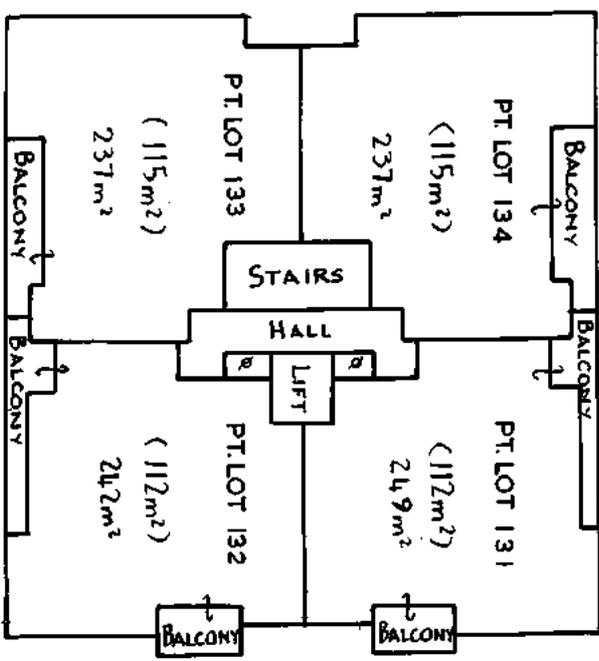
STRATA PLAN 11480

BLOCK 4

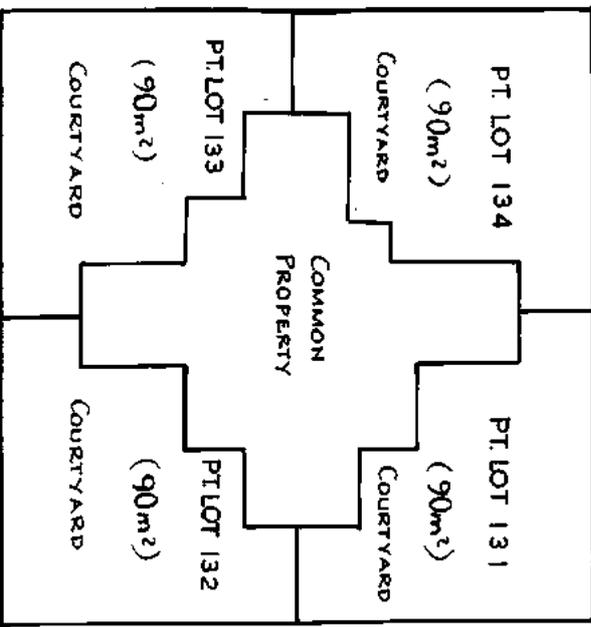
SEVENTH FLOOR



EIGHTH FLOOR



ROOF



Common Property
 All areas are approximate.
 The height of the courtyards is limited to 6 above the upper surface of their concrete floor.
 The height of the ~~unenclosed~~ balconies is limited to 2.5 above the upper surface of their concrete floor, except where covered.

Reduction Ratio 1: 200

Lengths are in metres

[Signature]
 Registered Surveyor

[Signature]
 Deputy Council Clerk 574 28776

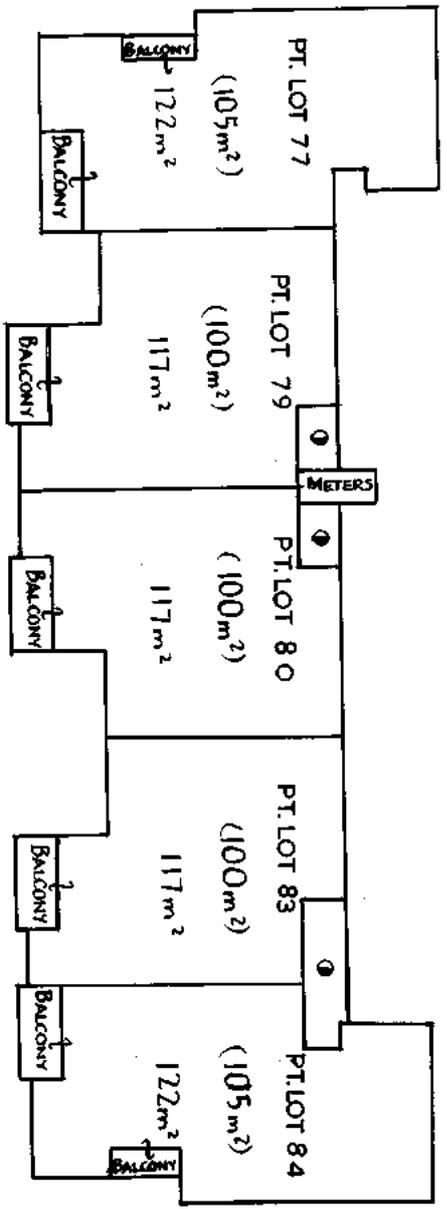


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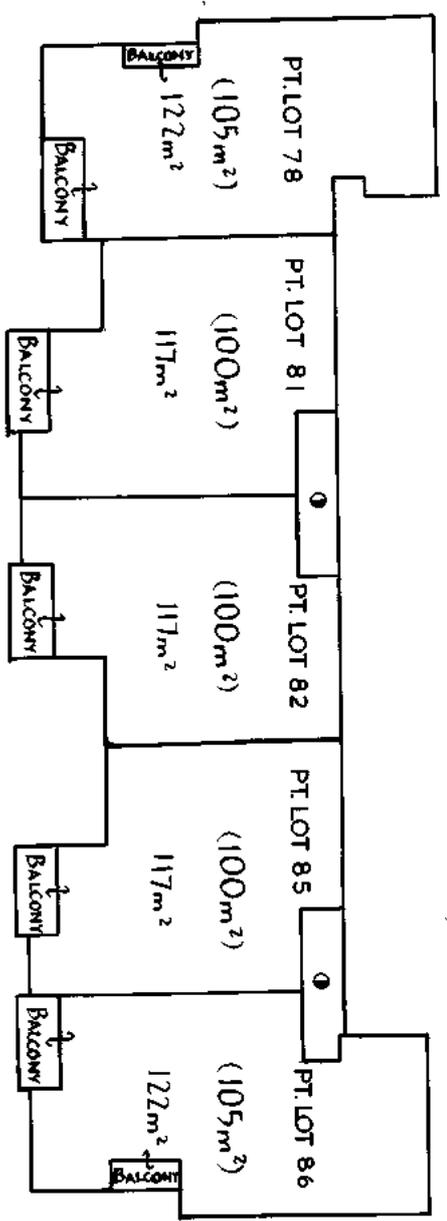
BLOCK 5

STRATA PLAN 11480

GROUND FLOOR



FIRST FLOOR



Reduction Ratio 1: 200

Lengths are in metres

ALL AREAS ARE APPROXIMATE
 THE HEIGHT OF THE OVERHANGING
 BALCONIES IS LIMITED TO 2.5
 ABOVE THE UPPER SURFACE
 OF THEIR CONCRETE FLOOR.
 EXCEPT WHERE COVERED.

● COMMON PROPERTY

[Signature]
 Registrar, Surveyor

[Signature]
 Deputy Council Clerk STA 26/16

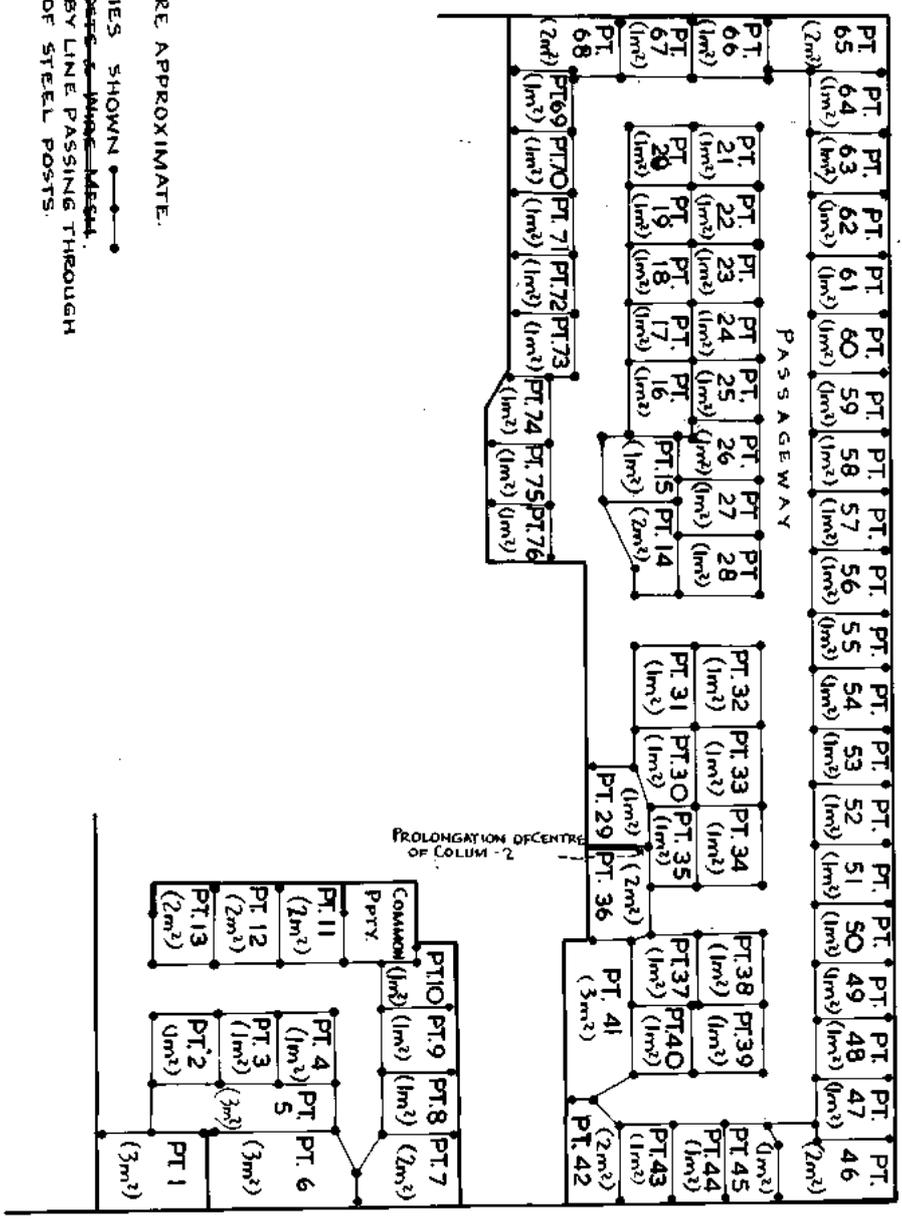
11480 18/52

11480 18/52

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN 11480

BLOCK 6
 LOWER GROUND FLOOR STOREROOMS



ALL AREAS ARE APPROXIMATE.
 ALL BOUNDARIES SHOWN
~~ARE~~ ~~STEEL~~ ~~POSTS~~ ~~ARE~~ ~~DEFINED~~ ~~BY~~ ~~LINE~~ ~~PASSING~~ ~~THROUGH~~ ~~THE~~ ~~CENTRE~~ ~~OF~~ ~~STEEL~~ ~~POSTS~~.

Reduction Ratio 1: 100

Lengths are in metres

Registered Surveyor

Deputy Council Clerk STA 26176

SURVEYOR'S REFERENCE: 53049



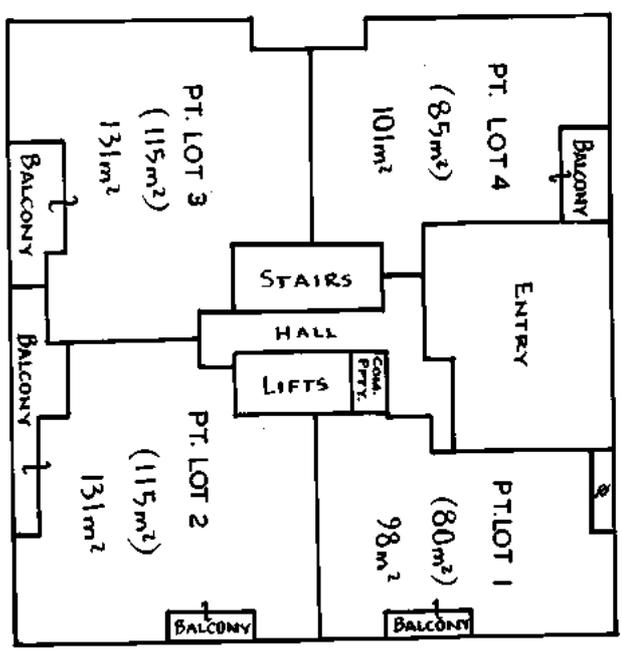
26 11480 1d/5r

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

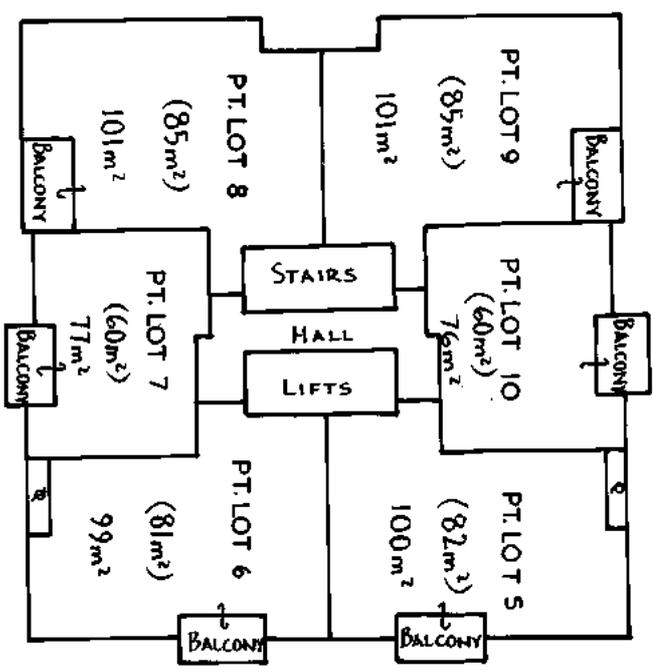
BLOCK 6

STRATA PLAN 11480

GROUND FLOOR



FIRST FLOOR



Window Box
 ALL AREAS ARE APPROXIMATE.
 THE HEIGHT OF THE ~~MAINTAINED~~ BALCONIES IS LIMITED TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR, EXCEPT WHERE COVERED.

Reduction Ratio 1:200

Lengths are in metres

[Signature]
 Registered Surveyor

[Signature]
 Deputy Council Clerk STA 26/76



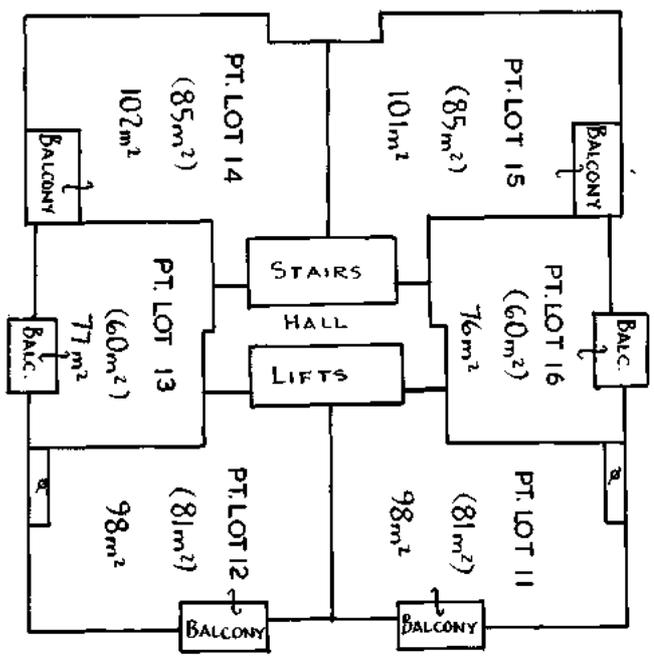
2611780 50/52

*OFFICE USE ONLY

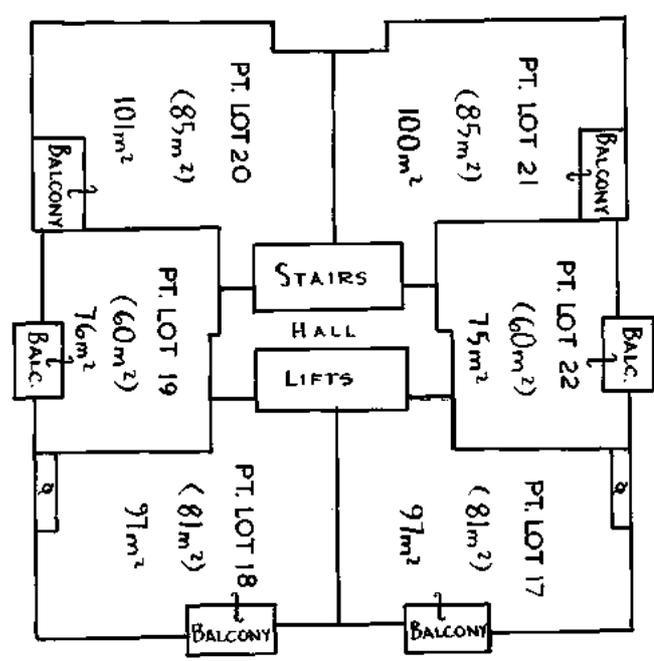
STRATA PLAN 11480

BLOCK 6

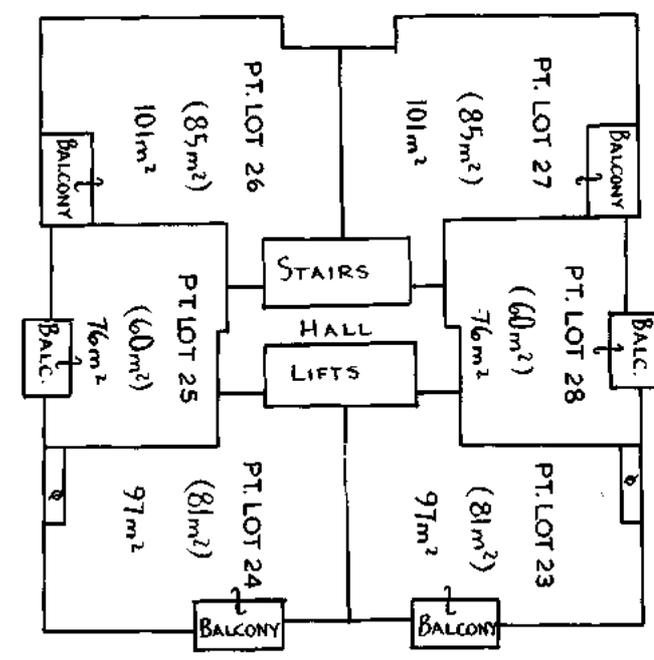
SECOND FLOOR



THIRD FLOOR



FOURTH FLOOR



ALL AREAS ARE APPROXIMATE
 THE HEIGHT OF THE ~~UNCOVERED~~ BALCONIES
 IS LIMITED TO 2.5 ABOVE THE UPPER SURFACE
 OF THEIR CONCRETE FLOOR EXCEPT WHERE
 COVERED.

Window Box

Reduction Ratio 1: 200

Lengths are in metres

[Signature]
 Registered Surveyor

[Signature]
 Deputy Council Clerk STA 26/76

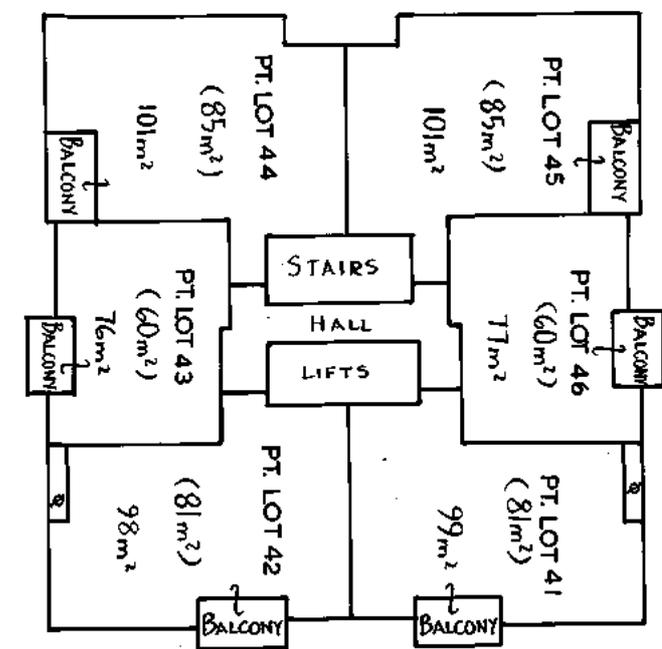
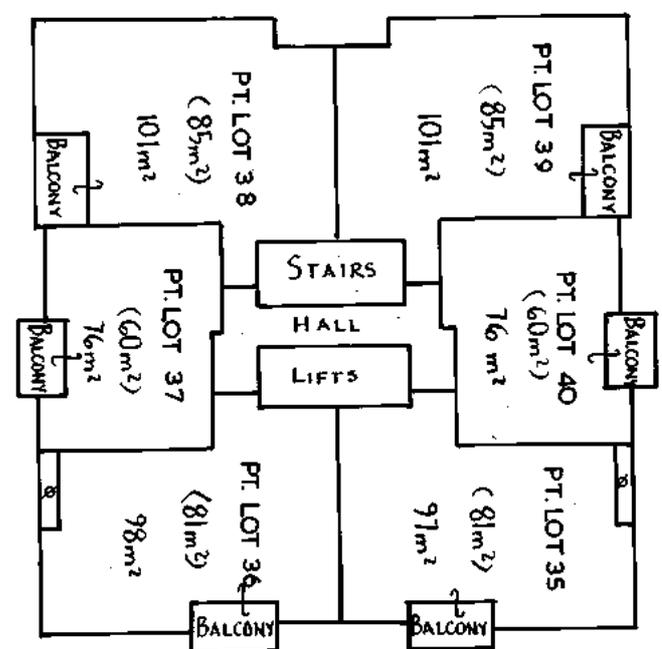
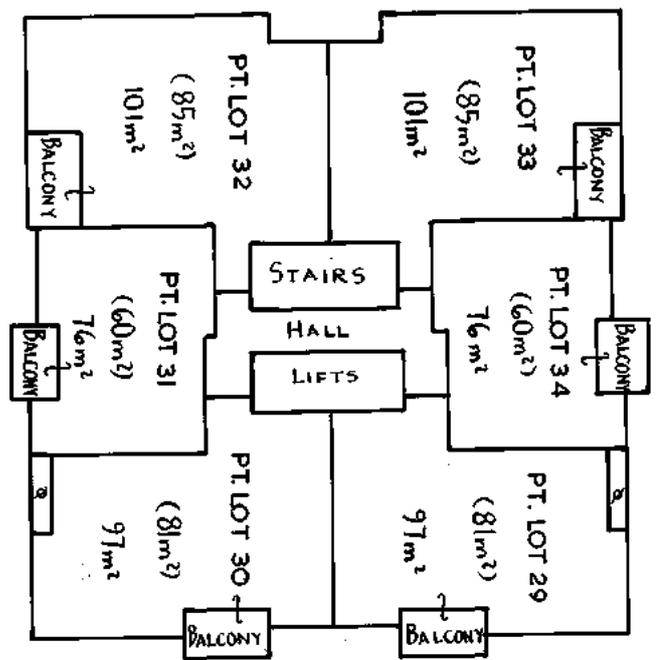
5/11/80

11480 5/1/82

11480 5/1/82

BLOCK 6

STRATA PLAN 11480



ALL AREAS ARE APPROXIMATE.
 THE HEIGHT OF THE UNWEATHERED BALCONIES IS LIMITED TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR, EXCEPT WHERE COVERED.

Window Box

Reduction Ratio 1:200

Lengths are in metres

[Signature]
 Registered Surveyor

[Signature]
 Council Clerk STA 26176



26/11/80 55/52

OFFICE USE ONLY

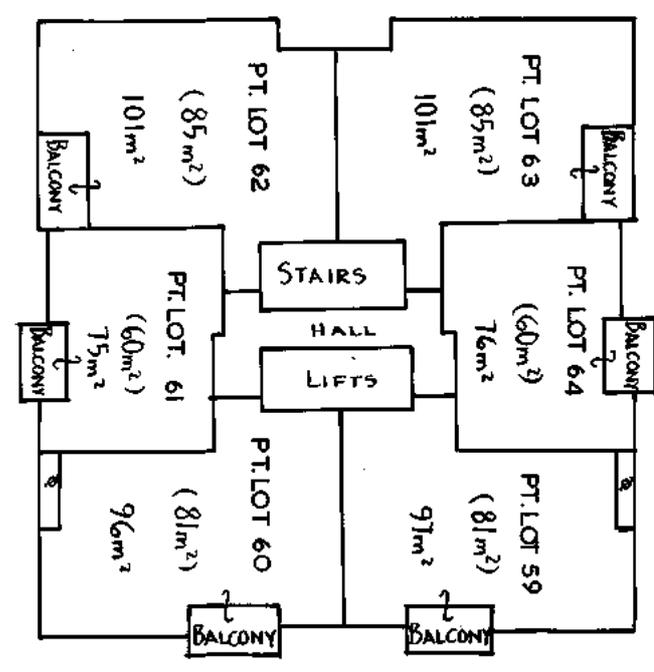
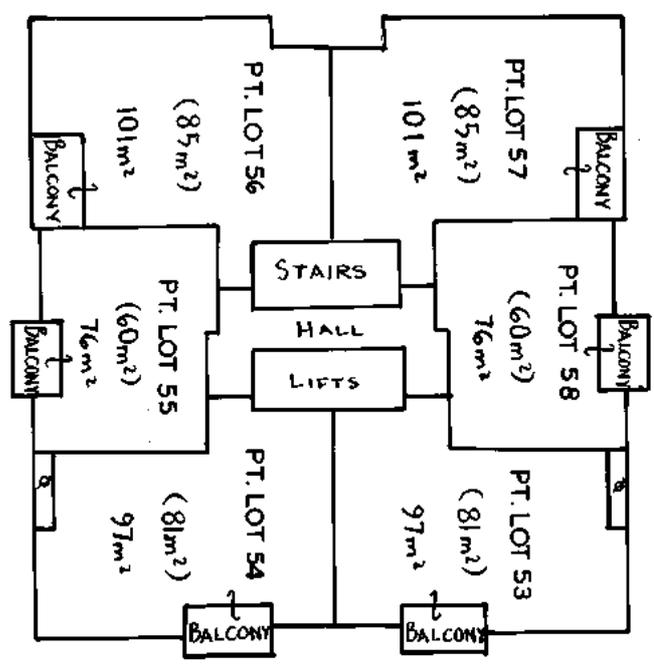
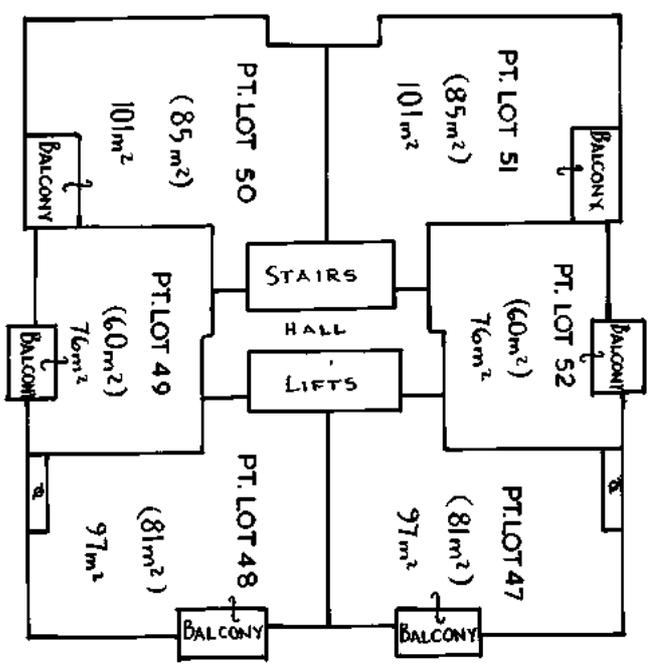
BLOCK 6

STRATA PLAN 11480

EIGHTH FLOOR

NINTH FLOOR

TENTH FLOOR



Window Box

ALL AREAS ARE APPROXIMATE.
THE HEIGHT OF THE ~~UNCOVERED~~ BALCONIES IS LIMITED TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR, EXCEPT WHERE COVERED.

Reduction Ratio 1:200

Lengths are in metres

[Signature]
Registered Surveyor

[Signature]
Deputy Council Clerk 574 26176



29 11480 53/52

OFFICE USE ONLY

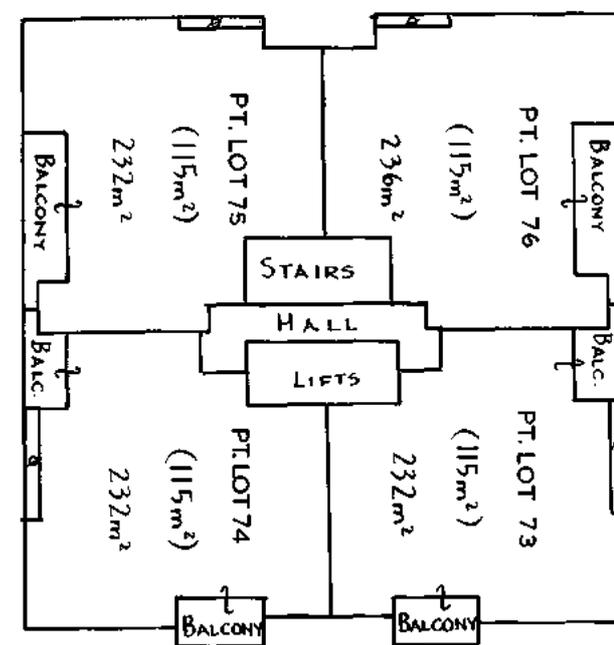
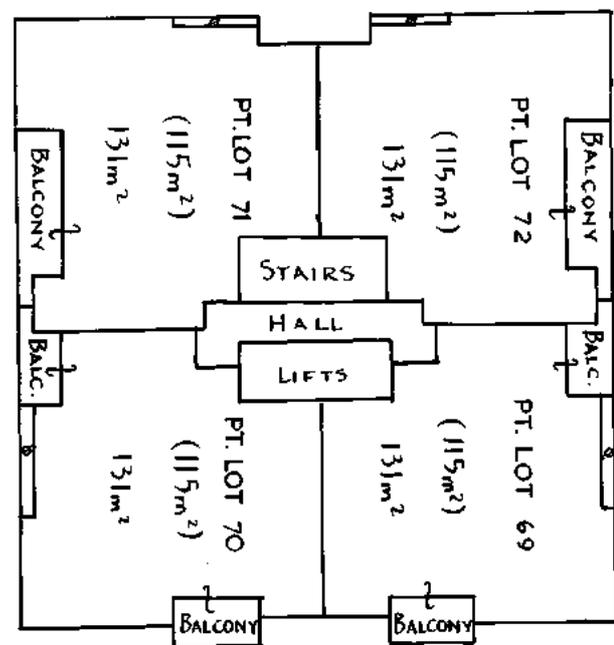
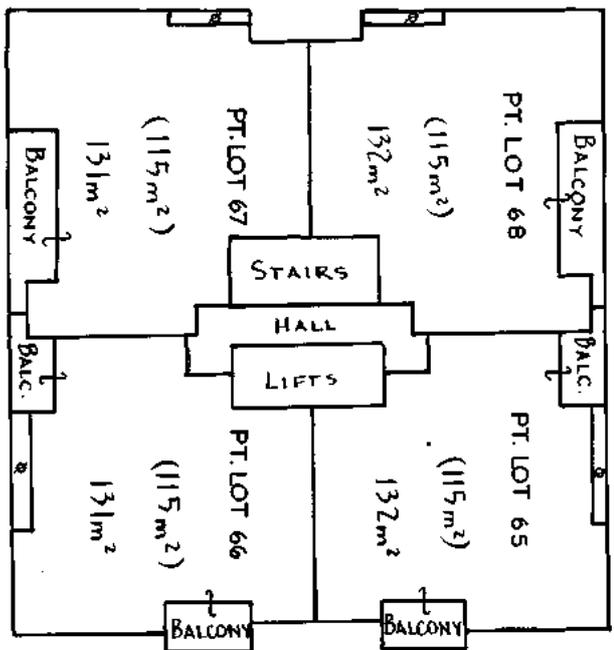
STRATA PLAN 11480

BLOCK 6

ELEVENTH FLOOR

TWELFTH FLOOR

THIRTEENTH FLOOR



q Window Box

ALL AREAS ARE APPROXIMATE

THE HEIGHT OF THE ~~UNCOVERED~~ BALCONIES IS LIMITED TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

[Signature]
 Registered Strata Surveyor

[Signature]
 Deputy Council Clerk STR 26/176



5 P 10480 25/115

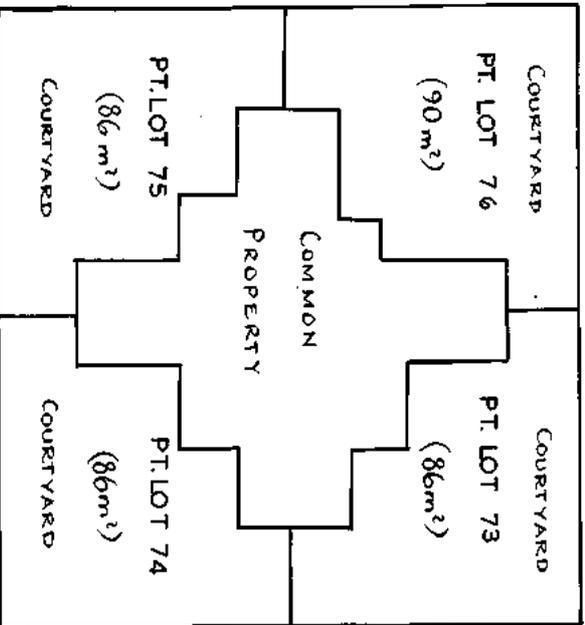
25/11480 STRATA

25/11480 STRATA

STRATA PLAN 11480

BLOCK 6

ROOF



ALL AREAS ARE APPROXIMATE.
 THE HEIGHT OF THE UNCOVERED COURTYARDS
 IS LIMITED TO 6 ABOVE THE UPPER SURFACE
 OF THEIR CONCRETE FLOOR.

Reduction Ratio 1: 200

Lengths are in metres

[Signature]
 Registered Surveyor

[Signature]
 Deputy Council Clerk 57A 26/76



SURVEYOR'S REFERENCE: 53049



Applicant:

Infotrack
Gpo Box 4029
SYDNEY NSW 2000

Planning Certificate – Section 10.7 (2) Certificate Environmental Planning and Assessment Act, 1979

Certificate no:	ePC:23/8585	Delivery option:	
Certificate date:	12/12/2023	Your reference:	232115

Property:

Lot 56 S/P 11480
56F/5-29 Wandella Road MIRANDA NSW 2228

Zone:

- * Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential

Notes:

- The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.*
- The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.*

Disclaimer:

- This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.*

**INFORMATION PURSUANT TO SECTION 10.7(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

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

Environmental Planning Instruments

- * Sutherland Shire Local Environmental Plan 2015
- * SEPP (Exempt and Complying Development Codes) 2008
- * SEPP (Housing) 2021
- * SEPP No.65 - Design Quality of Residential Apartment Development
- * SEPP (Biodiversity and Conservation) 2021
- * SEPP (Industry and Employment) 2021
- * SEPP (Planning Systems) 2021
- * SEPP (Primary Production) 2021
- * SEPP (Resources and Energy) 2021
- * SEPP (Resilience and Hazards) 2021
- * SEPP (Transport and Infrastructure) 2021
- * SEPP (Sustainable Buildings) 2022

Development Control Plans

Sutherland Shire Development Control Plan 2015

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

Draft Environmental Planning Instruments

The following Draft State Environmental Planning Policies (SEPP) apply: Amendments to SEPP (Transport and Infrastructure) 2021 (formerly SEPP (Infrastructure) 2007), SEPP (Housing) 2021, SEPP (Exempt and Complying Development Codes) 2008, and SEPP (Planning Systems) 2021.

Draft Development Control Plans

No draft Development Control Plans apply.

3. Subsection (2.) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—
 - a. it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - b. for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

4. In this section—

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2. Zoning and land use under relevant LEPs

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

- (a) The identity of the zone, whether by reference to—
 - (i) a name, such as “Residential Zone” or “Heritage Area” or

(ii) a number, such as “Zone No 2 (a)”,

- (b) the purposes for which development in the zone—
- (i) may be carried out without development consent, and
 - (ii) may not be carried out except with development consent, and
 - (iii) is prohibited,

Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential

- (i) Permitted without consent:

Home occupations

- (ii) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works, Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing;

- (iii) Prohibited:

Pond-based aquaculture; Tank-based aquaculture; Any development not specified in item (i) or (ii)

- (c) whether additional permitted uses apply to the land,

No Additional Permitted Uses apply to this land.

- (d) Do development standards apply to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions?

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (e) Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

No

- (f) Is the land in a conservation area, however described?

No

- (g) Is an item of environmental heritage situated on the land, however described?

There is no item of environmental heritage situated on the property.

3. Contribution Plans

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

- * The 2016 Section 7.12 Development Contributions Plan applies to this property (Effective 01/01/17).
- * The 2016 Section 7.11 Development Contributions Plan applies to this property (Effective 01/01/17).

State Housing and Productivity Contribution applies to this property (Effective 01/10/23).

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

No areas within Sutherland Shire are currently part of a special contributions area.

4. Complying Development

- (1) The extent to which the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
 - a. a restriction applies to the land, but it may not apply to all of the land, and
 - b. the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Housing Code

Complying development may be carried out on the land under the Housing Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

Housing Alterations Code

Complying development may be carried out on the land under the Housing Alterations Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Industrial and Business Alterations Code

Complying development may be carried out on the land under the Industrial and Business Alterations Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying*

Development Codes) 2008.

Industrial and Business Buildings Code

Complying development may be carried out on the land under the Industrial and Business Buildings Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

(Note: this code applies only to land within, or proposed to be within, the following zones E1, E2, E3, MU1, E4, E5, W4, SP1, SP2, SP3 or SP5. Check the zoning on the front of this certificate.)

Container Recycling Facilities Code

Complying development may be carried out on the land under the Container Recycling Facilities Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

Subdivisions Code

Complying development may be carried out on the land under the Subdivisions Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

Rural Housing Code

Complying development may be carried out on the land under the Rural Housing Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

Low Rise Housing Diversity Code

Complying development may be carried out on the land under the Low Rise Housing Diversity Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones RU5, R1, R2 or R3. Check the zoning on the front of this certificate.)

Green Field Housing Code

Complying development under the Greenfield Housing Code may be carried out on the land.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

General Development Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

The code is not varied under Clause 1.12 of *State*

Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Fire Safety Code

Complying development may be carried out on the land under the Fire Safety Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

Inland Code

Complying development may be carried out on the land under the Inland Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to Sutherland Shire.)

Agritourism and Farm Stay Accommodation Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

(Note: this code applies only to land within the following zones RU1, RU2, or RU4. Check the zoning on the front of this certificate.)

5. Exempt Development

- (1) The extent to which the land is land on which exempt development may 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.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
 - a. a restriction applies to the land, but it may not apply to all of the land, and
 - b. the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

General Exempt Development Code

Exempt development may be carried out on the land under the General Exempt Development Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Advertising and Signage Exempt Development Code

Exempt development may be carried out on the land under the Advertising and Signage Exempt Development Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Temporary Uses and Structures Exempt Development Code

Exempt development may be carried out on the land under the Temporary Uses and Structures Exempt Development Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

6. Affected building notices and building product rectification orders

(1) Is council is aware that—

(a) an affected building notice is in force in relation to the land, or
No

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
No

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
No

(2) In this section—

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

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

7. Land Reserved for Acquisition

Does any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 of this certificate make provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

No

8. Road Widening and Road Realignment

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

9. Flood related development controls information

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

Yes.

The land has been identified as flood prone based on a Council-adopted flood study. Council has adopted a policy to restrict the development of flood prone land in accordance with the NSW Government's Flood Prone Land Policy. The Sutherland Shire Development Control Plan 2015 contains flood risk management controls. For further information on this flood study, and applications to Council for detailed flood information, please consult Council's website www.sutherlandshire.nsw.gov.au.

- (2) Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

Yes.

The land has been identified as flood prone based on a Council-adopted flood study. Council has adopted a policy to restrict the development of flood prone land in accordance with the NSW Government's Flood Prone Land Policy. The Sutherland Shire Development Control Plan 2015 contains flood risk management controls. For further information on this flood study, and applications to Council for detailed flood information, please consult Council's website www.sutherlandshire.nsw.gov.au.

- (3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

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

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

(1) Is any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

No

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

Is the land bush fire prone?

None of the land is bush fire prone land as defined under the Environmental Planning and Assessment Act 1979.

12. Loose-fill asbestos insulation

Does the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division?

No

13. Mine Subsidence

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

No

14. Paper subdivision information

(1) Is the land subject to any development plan adopted by a relevant authority that—

- (a) applies to the land?, or
- (b) is proposed to be subject to a ballot?

No

(2) Is the land subject to a subdivision order that applies to the land, and if so what is the date of the order?

No

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15. Property Vegetation Plans

Has Council been notified that the land is subject to a property vegetation plan which is approved and in force under the *Native Vegetation Act 2003*, Part 4?

No

16. Biodiversity stewardship sites

Has Council 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*?

No

Note. Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

17. Biodiversity Certified Land

Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

No

Note. Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

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

Has Council been notified of an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land?

No.

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

(1) If the *Coastal Management Act 2016* applies to the council, has the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works?

The Coastal Management Act 2016 does apply to Sutherland Shire. However, in the LGA there are no properties subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services.

(2) In this section—

existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

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

20. Western Sydney Aerotropolis

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

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17?, or

No

(b) shown on the Lighting Intensity and Wind Shear Map?, or

No

(c) shown on the Obstacle Limitation Surface Map?, or

No

(d) in the “public safety area” on the Public Safety Area Map?, or

No

(e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map?

No

Note: *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to any land in Sutherland Shire.

21. Development Consent Conditions for Seniors Housing

If *State Environmental Planning Policy (Housing) 2021*, chapter 3, part 5 applies to the land, are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of a kind set out in clause 88 (2) of that Policy?

No

22. Site Compatibility Certificates and Development Consent Conditions for Affordable Rental Housing

- (1) Is there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—
- (a) the period for which the certificate is current, and
 - (b) that a copy may be obtained from the Department.

None found.

- (2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

None found.

- (3) Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

None found.

- (4) In this section—
former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

Any Other Prescribed Matter

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) Is the land significantly contaminated land within the meaning of that Act?
No
- (b) Is the land subject to a management order within the meaning of that Act?
No
- (c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No
- (d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No
- (e) Is the land subject of a site audit statement within the meaning of that Act?
No

Additional Information

Council holds additional information relating to this property for provision in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979.

For further information please telephone [02] 9710 0333.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Mark Carlon', with a long horizontal stroke extending to the right.

Mark Carlon
Manager Strategic Planning

Sewer Service Diagram

Application Number: 8003022928

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

No. 103720

Municipality of Sutherland

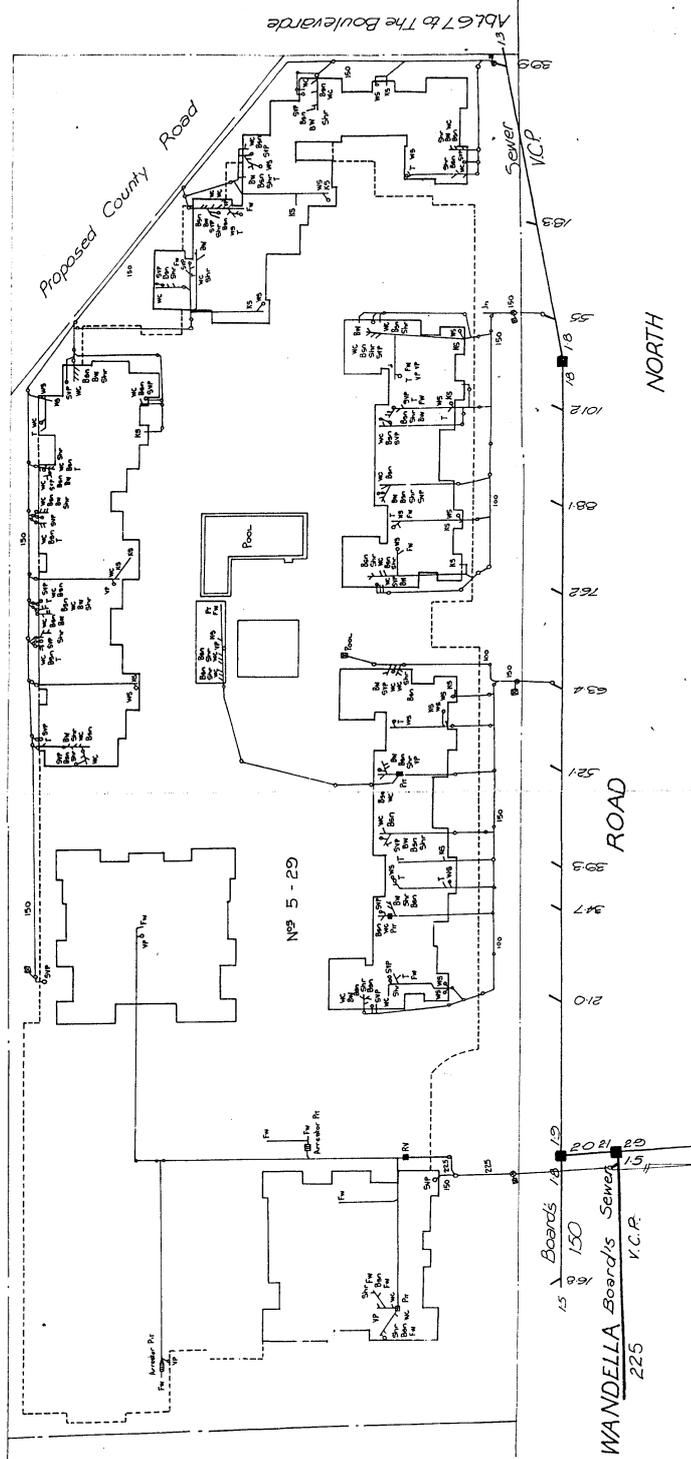
SYMBOLS AND ABBREVIATIONS

□	Boundary Trap	■	Relief Valve	IP	Induct Pipe	BS	Basin
○	Inspection Shaft	WF	Cleaning Eye	MF	Witch Flap	SH	Shower
○	Pressure Interceptor	WV	Waste Vent Pipe	KS	Kitchen Sink	UP	Urn Pipe
○	PT P Trap	OSVP	Soil Vent Pipe	WC	Water Closet	CP	Cast Pipe
		DCC	Down Cast Cowl	EW	Bath Waste	FW	Floor Waste
				WM	Washing Machine		

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

RATE No. 7992
SHEET No. 114
Scale 1:500
Boundary Trap is not required.
Drains to.... CR

Copy Not To Scale



103720

Disclaimer

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

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

Disclaimer

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

Pipe Types

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

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