

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Pulse Property Agents Lvl 3, 12 Central Road, Miranda NSW 2228	
co-agent		
vendor	Cameron Whittier Brown 22/149-151 Gannons Road, Caringbah South	
vendor's solicitor	BK's Conveyancing PO Box 1100, Caringbah NSW 1495 Office 302, 16 Wurrook Circuit, Caringbah NSW 2229 Ben@bkconveyancing.com.au	Ph: 0403 702 317 Fax: 02 8080 8346
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	22 / 149-151 Gannons Road CARINGBAH SOUTH NSW 2229 Lot 22 in Strata Plan 70223 FI: 22/SP70223	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Townhouse	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

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

vendor

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

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☐ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30): _____ PEXA _____

Electronic transaction (clause 30) ☐ no ☒ YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

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

Land tax is adjustable ☒ NO ☐ yes
GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent
 Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

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

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

Purchaser must make a **GSTRW payment** (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
 - 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
 - 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
 - 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
 - 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
 - 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
 - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.

16.4 The legal title to the *property* does not pass before completion.

16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –

16.7.1 the price less any:

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

• Place for completion

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property*; or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
 - 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* serves notice of the refusal; and
 - 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 - either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
 - 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
 - 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
 - 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
 - bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
 - 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
 - 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

22 / 149-151 Gannons Road CARINGBAH SOUTH NSW 2229

Special Condition forming part of this contract

Dated:.....

between: (‘vendor’)

and: (‘purchaser’)

Inconsistency and Severability

- 1.1 If there is any inconsistency in this contract between the printed clauses and these Special Conditions, these Special Conditions shall prevail to the extent of that inconsistency.
- 1.2 The unenforceability of any provision of this Contract does not affect the enforceability of any other provision.

Purchaser’s Acceptance of Discharges and Withdrawals

2. Upon completion the Vendor will hand to the Purchaser a proper form of Discharge of Mortgage or Withdrawal of Caveat as the case may be in registrable form in respect of any Mortgage or Caveat registered on the title to the property and will allow the Purchaser the registration fee payable thereon and the Purchaser shall make no requisition or objection requiring the registration of such discharge or withdrawal prior to completion.

Whole of Agreement

3. The parties shall not be bound by any representation, warranty, condition, promise or other statement not set out in writing in full in this Contract whether made by a party or any other person acting or purporting to act on behalf of a party.

Incapacity of Parties

4. Without in any way negotiating, limiting or restricting any rights or remedies which would have been available at law or in equity if this clause had not been included, it is agreed that:-
 - (a) if prior to completion either party (or if more than one person comprises such party, either or any of them) dies or becomes bankrupt or becomes mentally ill, then either party may rescind this Contract by notice in writing and the Contract shall be at an end and the provisions of Clause 19 of this Contract shall apply; and
 - (b) if any corporation being a party to this Contract prior to completion enters into any scheme with its creditors or makes any arrangement for the benefit of creditors or application is made to wind up that party or a liquidator or provisional liquidator, receiver or administrator is appointed in respect of that party, then the other party may rescind this Contract by notice in writing and the Contract shall be at an end and the provisions of Clause 19 of this Contract shall apply.

Interest payable on Delayed Settlement

- 5.1 If the purchase price is not paid by the Purchaser to the Vendor upon the date of completion specified on page 1 hereto and provided such delay is not due to the default of the Vendor (then in addition to all other remedies available to the Vendor):
- (a) the balance of purchase moneys payable hereunder shall carry interest calculated at the rate of eight percent (8%) per annum computed from the said specified completion date until the date of payment to the Vendor, both dates inclusive; and
 - (b) notwithstanding the provisions of any special condition herein all interest on the deposit earned after the date specified for completion shall be paid to the Vendor alone.
- 5.2 The Purchaser shall not be entitled to require the Vendor to complete this Contract unless such interest is paid to the Vendor on completion and it is an essential term of this Contract that such interest be so paid. The parties hereto expressly agree that this figure represents a genuine pre-estimate of the Vendor's damages and is not a penalty clause.

Length of Notice to Complete

6. In addition to the rights set out in this Contract for Sale of Land the parties agrees that in the event that this Contract is not completed within the time prescribed in Clause 15 then at any time thereafter the party not in default shall be entitled to serve on the defaulting party a notice to complete requiring completion of this Contract within a period of not less than fourteen (14) days after the service of such notice (being fourteen (14) days exclusive of the day of service but inclusive of the last day prescribed by the notice for completion) and making time of the essence of this Contract in such regard and such period of fourteen (14) days for all purposes shall be deemed a reasonable time and provided that the party serving the notice to complete shall be entitled to withdraw any notice to complete issued pursuant to this clause and subsequently issue a further notice in lieu thereof.
- 6.1 In addition the Purchaser shall pay the sum of \$150.00 plus GST to cover legal costs and expenses incurred by the Vendor as a consequence of the delay, as a genuine pre-estimate of these additional expenses, to be allowed by the Purchaser as an additional adjustment on completion.

Condition of Property / Improvements

7. The Purchaser warrants to the Vendor that:-
- (a) the Purchaser enters into this Contract solely in reliance upon his own inspections of the property and improvements or inspections made on the Purchaser's behalf and not in reliance on any statement of the Vendor or anyone on the Vendor's behalf;

- (b) no-one on the Vendor's behalf has made any representation with respect to the condition of the property; and
- (c) the Purchaser is purchasing the property and improvements in its present condition (fair wear and tear accepted) and state of repair subject to any infestation and dilapidation and shall make no objection or requisition or claim for compensation in respect of the same.

Purchaser's Representations, Warranties and Acknowledgements

8.1 The Purchaser represents and warrants that:

- (a) The Purchaser was not induced to enter into this Contract by, and did not rely on, any representations or warranties made by any person including the vendor or the vendor's agent about the subject matter of this Contract (including, without limitation, representations or warranties about the nature or the fitness or suitability for any purpose of the Land or about any financial return or income to be derived from the Land) except those representations and warranties that are set out in this Contract.
- (b) The Purchaser acknowledges that any representations or warranties made by the Vendor are only as set out in this Contract and the Purchaser is to be bound only by the provisions of the Contract.
- (c) The Purchaser shall not be entitled to make any claim for compensation, objection or requisition in relation to any matter disclosed in this Special Condition.
- (d) Before entering into this Contract the Purchaser has relied entirely on its own inquiries relating to the Land made by or on the Purchaser's behalf.
- (e) The Purchaser warrants it has obtained appropriate independent advice on and is satisfied about:
 - (i) the Purchaser's obligations and rights under this Contract; and
 - (ii) the nature of the Land and the purposes for which the Land may be lawfully used; and
 - (iii) the Purchaser's entitlement (if any) to claim income tax deductions under the Income Tax Assessment Act 1997 for depreciation of any plant or equipment in the building or in connection with the cost of construction of the building.
- (f) The Purchaser acknowledges that any promotional material, advertising material, and the like which the Purchaser may receive from any person in respect of the property will not form part of this Contract and the Purchaser can not rely on such material and will not be entitled to make any claim, objection or requisition or rescind or terminate or delay completion in respect to any matter arising from such material.

- 8.2 The Purchaser acknowledges that this Contract and its Annexure(s) is the entire agreement between the parties.

Warranty Regarding Agency

- 9.1 The Purchaser represents and warrants that it was not introduced to the property or to the Vendor either directly or indirectly by any real estate agent or other person entitled to claim commission or fee from the Vendor other than the Vendor's agent named in this Contract. If any real estate agent other than the Vendor's Agent makes a claim and successfully recovers any commission or fee from the Vendor by establishing that he introduced the Purchaser to the subject Property or to the Vendor the Purchaser will reimburse to the Vendor the amount of any such commission or fee and all legal costs and disbursements incurred by the Vendor as a result of the breach of the warranty herein contained and the provisions of this Special Condition shall not merge upon completion hereof.
- 9.2 The Purchaser acknowledges that any entity referred to as Vendor's Agent was employed only to find a Purchaser and was given no authority (and no employee of that entity was given authority) to make statements as agent of or in any other way binding on the Vendor, whether orally in writing, by advertisement or otherwise. Furthermore, communications to that entity do no amount to communications to the Vendor.
- 9.3 The Purchaser represents and warrants that it did not rely upon any representations or warranties made by any real estate agent in entering into this Contract and this Contract is the sole agreement reached between the Vendor and Purchaser.
- 9.4 The Purchaser represents and warrants that any representations or warranties made by any real estate agent is solely for the purpose of introducing the Purchaser to a property only and the Contract contains all representations or warranties made by any real estate agent.

Amendment to Standard Contract for Sale of Land

10. The Contract shall be amended by:-
- ~~(a) the definition of "settlement cheque" in Clause 1 is amended by deleting the existing definition of "settlement cheque" and replace it with the following definition of "settlement cheque":~~
- ~~— "an unendorsed bank cheque made payable to the person to be paid or, if authorised in writing by the vendor or the vendor's solicitor, some other cheque"~~
- (b) The deletion of the word "Normally" from Clause 4.1.
- (c) Clause 7.1.3: Replace the words "14 days" with the words "7 days".
- (d) Clause 7.2.1: Replace the amount "10%" with the amount "1%"
- (e) Clause 8.1: Delete the words "on reasonable grounds".

- (f) Clause 10.1: Replace the first line with "The Purchaser cannot make a claim, objection or requisition, delay completion or rescind or terminate in respect of"
- (g) Clause 10.1.9: Replace the word "substance" with the word "existence".
- (h) Deletion of clause 14.4.2
- (i) Deletion of the words "plus another 20% of that fee" at the end of Clause 16.5.
- ~~(j) the deletion of Clause 16.8.~~
- (k) deletion of clause 23.17 "
- (l) Deletion of Clause 24.1.

Goods and Services Tax (GST)

- 11 Without in any way negating, limiting or restricting Clauses 13.7 and 13.8:
- 11.1 The Purchaser warrants that the subject property will be used by the Purchaser predominantly for residential accommodation.
- 11.2 This warranty shall not merge on completion.
- 11.3 If the Purchaser breaches this warranty the Purchaser will indemnify the Vendor in relation to any liability for goods and services tax, interest and penalties thereon which the Vendor may have by reason of the supply of the property being a taxable supply within the meaning of Section 9-5 of A New Tax System (Goods and Services Tax) Act 1999.

Release of the Deposit

- 12. The purchaser gives the vendor permission to use the deposit or any part thereof as a deposit upon the purchase of the vendor of a property and/or to pay stamp duty on the contract for the purchase thereof.

If the vendor requires the deposit or any part of it for the purposes aforesaid the deposit-holder is hereby authorised by the parties to this contract to release the deposit or any part of it to the vendor and upon receipt of a direction by the vendor or his conveyancer/solicitor requiring the release of the deposit, the deposit holder shall account for it to the vendor or as the case may direct and thereupon cease to be the deposit holder.

Guarantors (Only applicable if Purchaser is a Company or Trust of a Company, then the Guarantor to sign)

- 13.

The Vendor has entered into this Contract with the Purchaser at the request of (the "*Guarantor*") and in consideration therefore and by signing this Contract the Guarantor hereby guarantees the performance of each and every condition herein contained to be performed by the Purchaser including but without limiting foregoing the payment of the Purchase Price and any other money payable pursuant to this Contract and Guarantor hereby agrees that in the event that the Purchaser fails to honour any of the Purchaser's obligations herein contained, the Guarantor will in place of the Purchaser be personally liable, both jointly and/or separately with the Purchaser for the performance of the Purchaser's obligations under this Contract any failure on the part of the Guarantor to do so shall render the Guarantor liable to the Vendor as if the Guarantor was the Purchaser named in this Contract.

Signature of Director

Signature of Director

Name of Guarantor

Name of Guarantee

Address of Guarantor

Address of Guarantor

NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH
-----FOLIO: 22/SP70223

SEARCH DATE -----	TIME ----	EDITION NO -----	DATE ----
19/2/2020	4:07 PM	6	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 22 IN STRATA PLAN 70223
AT CARINGBAH
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

CAMERON WHITTIER BROWN (T AM601901)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP70223
- 2 SP70223 RESTRICTION(S) ON THE USE OF LAND
- 3 AM601902 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 19/2/2020

© Office of the Registrar-General 2020

SAI Global Property Division 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.

NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP70223

SEARCH DATE	TIME	EDITION NO	DATE
19/2/2020	4:07 PM	16	16/10/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 70223
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CARINGBAH
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SP70223

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 70223
ADDRESS FOR SERVICE OF DOCUMENTS:
149-151 GANNONS ROAD
CARINGBAH
NSW 2229

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 F212541 COVENANT AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1028497
- 3 DP1028497 RIGHT OF FOOTWAY 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 SP70223 POSITIVE COVENANT
- 5 AK969249 INITIAL PERIOD EXPIRED
- 6 AN277381 CONSOLIDATION OF REGISTERED BY-LAWS
- 7 AP399129 RIGHT OF CARRIAGEWAY , EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER 4 AND 5.5 WIDE AFFECTING THE PART DESIGNATED (A) IN DP1257172

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1525)

STRATA PLAN 70223

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 60	2	- 60	3	- 60	4	- 60
5	- 65	6	- 65	7	- 65	8	- 65
9	- 65	10	- 65	11	- 65	12	- 70
13	- 70	14	- 70	15	- 75	16	- 75
17	- 75	18	- 75	19	- 80	20	- 80
21	- 80	22	- 80				

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 19/2/2020

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP70223

PAGE 2

NOTATIONS

DP1257172 PLAN OF PROPOSED EASEMENT

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 19/2/2020

* 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.

© Office of the Registrar-General 2020

SAI Global Property Division 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.

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 19/02/2020 16:09
Order No. 61062158
Certificate No: 94111742
Your Reference: BK-20/1670
Certificate Ordered: NSW LRS - Copy of Plan - Strata Plan 70223
Available: Y
Size (KB): 299
Number of Pages: 5
Scan Date and Time: 17/04/2003 14:54

© Office of the Registrar-General 2020

SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

Strata Certificate

Name of owner: MAX BAKER
being satisfied that the requirements of the Strata Schemes
(Freehold Development) Act 1973 or Strata Schemes
(Freehold Development) Act 1986 have been complied with,
approves the proposed:
* strata plan / * strata plan of subdivision

Illustrated in the annexure to this certificate.

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

The strata plan of subdivision is part of a development scheme. The accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the development contract to which it relates.

The council does not object to the encroachment of the building beyond the alignment of

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

This approval is given on the condition that the use of lot(s) (being utility lot(s) designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) be restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in section 3 of the Strata Schemes (Freehold Development) Act 1986, section 68 of the Strata Schemes (Freehold Development) Act 1986.

Date: 7 APRIL 2003
Subdivision No. 926/5617/23
Accreditation No. P30A006
Relevant Development Consent No. 006/100/903
Issued by: MAX BAKER
Max Baker
Authorised Development Manager / Accredited Certifier
* Complete or delete if inapplicable

Surveyors Certificate

1. GIUSEPPE JOHN BOTTARO
of BEUTHIEN DE NETT PTY LTD
PO BOX 440 SUTHERLAND 1499
a surveyor registered under the Surveyors Act 1928, hereby certify that:

- (1) each applicable requirement of Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 or Schedule 1A to the Strata Schemes (Freehold Development) Act 1986 has been met;
- (2) (a) the building encroaches on a public place;
(b) the building encroaches on a public place (other than a public place) in respect of which encroachment on appropriate easement:
* has been created by registered +
* is to be created under section 88B of the Conveyancing Act 1919;
(3) * the survey information recorded in the accompanying location plan is accurate.

Signature: *Giuseppe Bottaro*
Date: 28 FEBRUARY 2003
* Date if inapplicable
* State whether sketch or plan & quote registered No.
THIS IS SHEET 1 OF MY PLAN IN 5 SHEETS

RESIDENTIAL

adopted for this scheme
Model By-laws
Keeping of Animals: Option Y/B/E
* Schedule of By-laws in sheets filed with plan.
* No By-laws apply
* Strike out whichever is inapplicable

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	60	12	70
2	60	13	70
3	60	14	70
4	60	15	75
5	60	16	75
6	65	17	75
7	65	18	75
8	65	19	80
9	65	20	80
10	65	21	80
11	65	22	80
		TOTAL	1525

PLAN OF SUBDIVISION OF LOT 103 IN DP 1028497

L.G.A.: SUTHERLAND
Suburb/ Locality: CARINGBAH

Parish: SUTHERLAND
County: CUMBERLAND

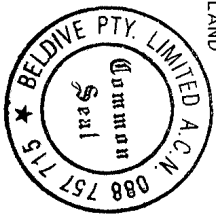
Name of, and address for service of notices on, the owners corporation.
(Address required on original strata plan only)
THE OWNERS
STRATA PLAN No. 70223
149-151 GANNONS ROAD
CARINGBAH NSW 2229

FOR LOCATION PLAN SEE SHEET 2

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

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

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



ARCA ALBERT BELDIVE P/L DIRECTOR
Arca Albert Beldive
BRADLEY MULCARY BELDIVE P/L DIRECTOR
Bradley Mulcary

MICHAEL SOMU SINEEN
Michael Somu Sineen

KD
KEARY LYNAN SINEEN

SUNCORP-METWAY LTD A.C.N. 010 831 722 BY ITS ATTORNEY
GLENN ANTHONY CHENEY
WHO CERTIFIES THAT I AM A
LEVEL 1 ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3659 NO. 372 OF WHICH I HAVE
REVOCAED NO NOTICE OF
REVOCAED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME

WITNESS
Glenn Anthony Cheney
Cameron Murphy
56 Pitt St Sydney

SP70223

Registered: 16.4.2003

Purpose: STRATA PLAN

Ref. Map: U0930-74 #

Last Plan: DP1028497

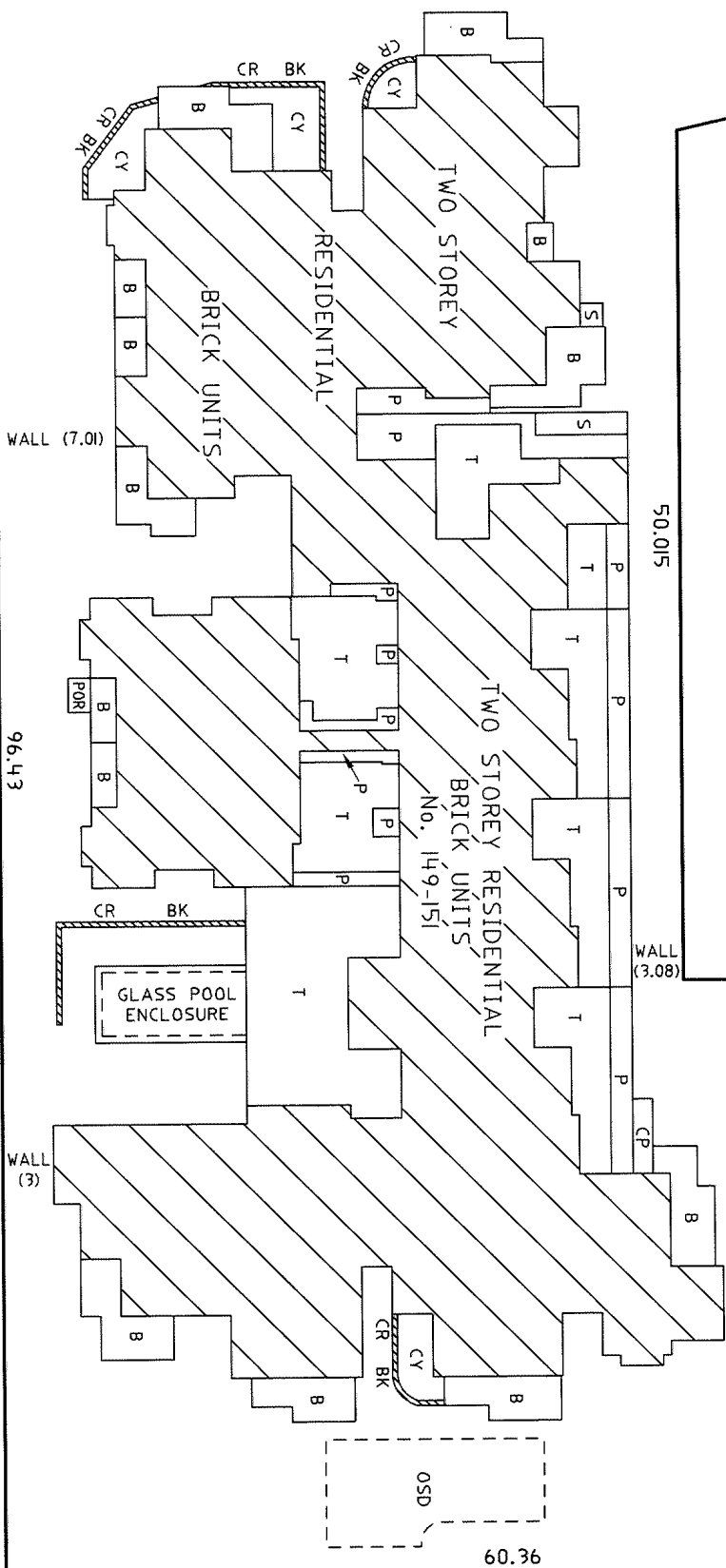
SP70223

40.235
TO
RAWSON
PARADE

1	DP	2	3	4	21958	5	6
---	----	---	---	---	-------	---	---

- Ⓒ RIGHT OF CARRIAGEWAY (3.66 WIDE) VIDE DP 1028497
Ⓔ EASEMENT FOR SERVICES (3.66 WIDE) VIDE DP 1028497
Ⓕ EASEMENT TO DRAIN WATER (3.66 WIDE) VIDE DP 1028497
Ⓖ RIGHT OF FOOTWAY (1.5 WIDE) VIDE DP 1028497

- Ⓒ DENOTES COMMON PROPERTY
Ⓔ DENOTES TERRACE
Ⓕ DENOTES ONSITE DETENTION TANK
Ⓖ CR BK DENOTES CEMENT RENDERED BRICK
POR DENOTES PORCH
CY DENOTES COURTYARD
S DENOTES STAIRS
P DENOTES PLANTER BOX
B DENOTES BALCONY



GANNONS

ROAD

SOUTH

LOCATION PLAN

Reduction Ratio 1:300

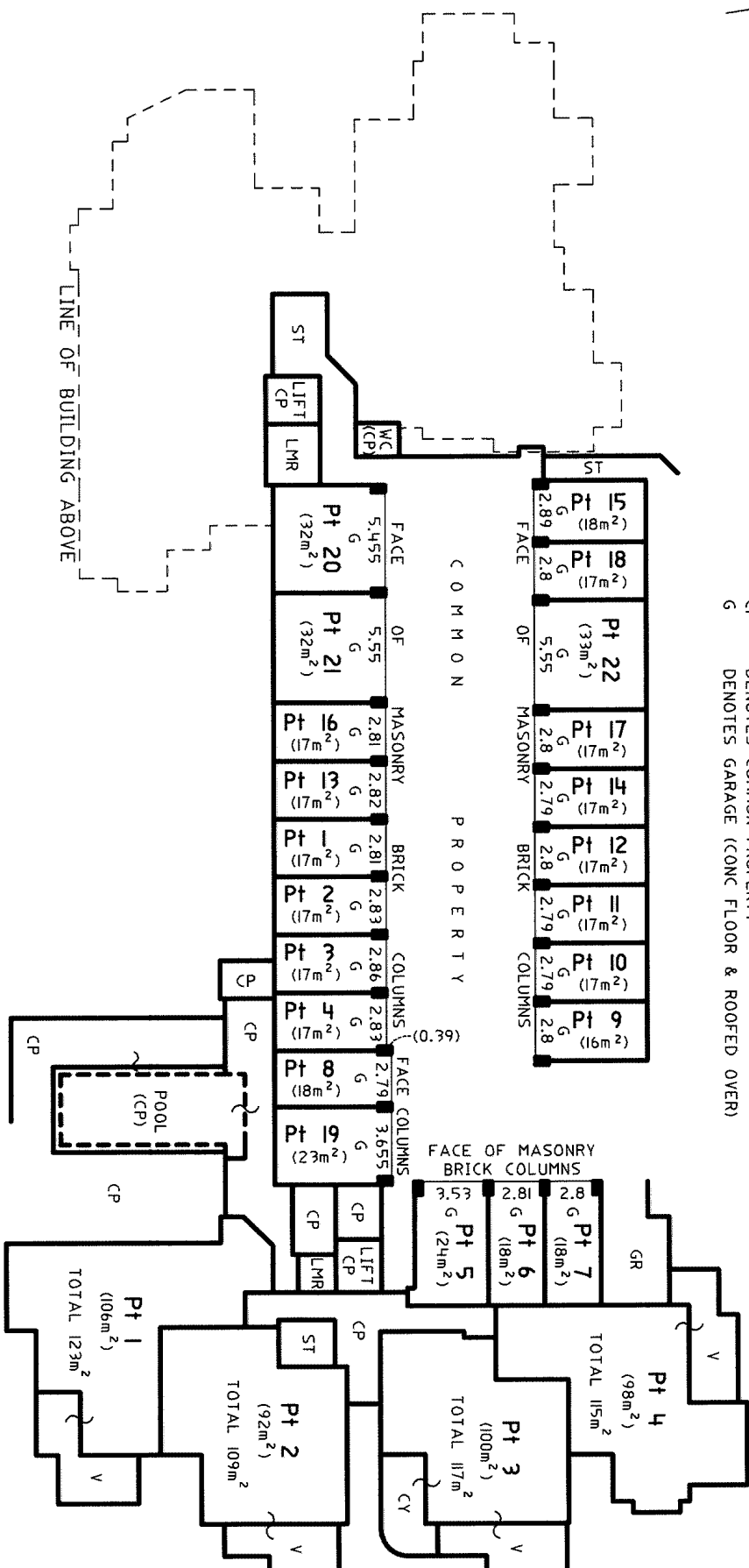
Lengths are in metres

Registered Surveyor 28/2/2003
SURVEYOR'S REFERENCE: 4990R

Authorised Person/General Manager/Accredited Certifier

SP70223

V	DENOTES VERANDAH
WC	DENOTES TOILET (CP)
ST	DENOTES STAIRS (CP)
GR	DENOTES GARBAGE ROOM (CP)
LMR	DENOTES LIFT MOTOR ROOM (CP)
CY	DENOTES COURTYARD
CP	DENOTES COMMON PROPERTY
G	DENOTES GARAGE (CONC FLOOR & ROOFED OVER)



GARAGE DOORS AND ALL WORKING PARTS ARE COMMON PROPERTY. COURTYARDS ARE LIMITED TO 3 ABOVE AND 2 BELOW THE UPPER SURFACE OF THE CONCRETE GROUND FLOOR OF THE RESPECTIVE UNIT EXCEPT WHERE COVERED.

VERANDAHs ARE LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FRETHOLD DEVELOPMENT) ACT, 1973, ONLY AND ARE APPROXIMATE

Reduction Ratio 1:250

Lengths are in metres

Registered Surveyor 28/2/2003

SURVEYOR'S REFERENCE: 4990R

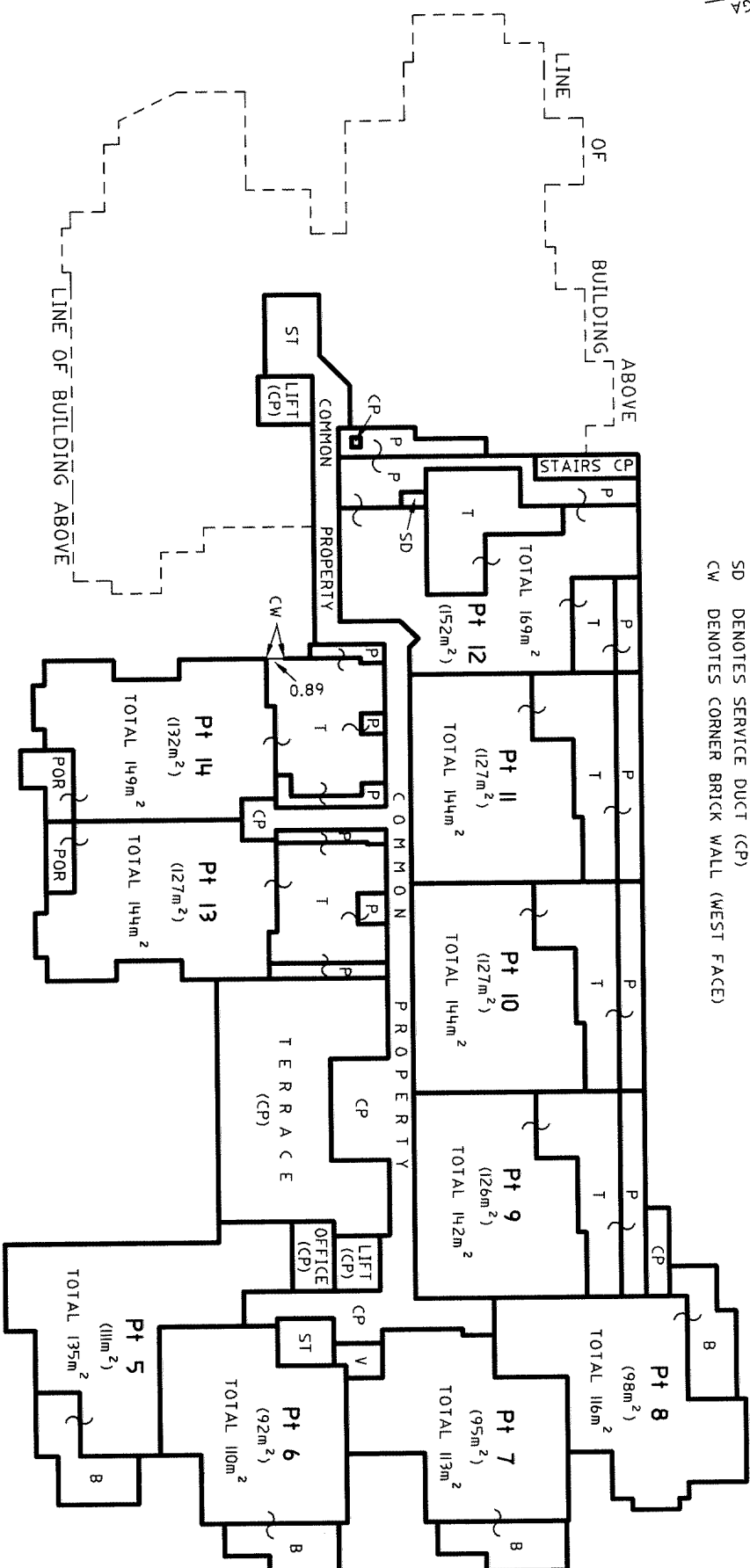
Authorized Person/General Manager/Accredited Certifier

NOTES:

- POR DENOTES PORCH
 V DENOTES VOID
 P DENOTES PLANTER
 T DENOTES TERRACE
 CP DENOTES COMMON PROPERTY
 ST DENOTES STAIR (CP)
 B DENOTES BALCONY
 SD DENOTES SERVICE DUCT (CP)
 CW DENOTES CORNER BRICK WALL (WEST FACE)

FLOOR PLAN

SP70223



LEVEL 2 (1ST FLOOR)

PERGOLAS WHICH COVER TERRACES OR BALCONIES ARE COMMON PROPERTY.

TERRACES AND PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

BALCONIES AND PORCHES ARE LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREHELD DEVELOPMENT) ACT, 1973, ONLY AND ARE APPROXIMATE.

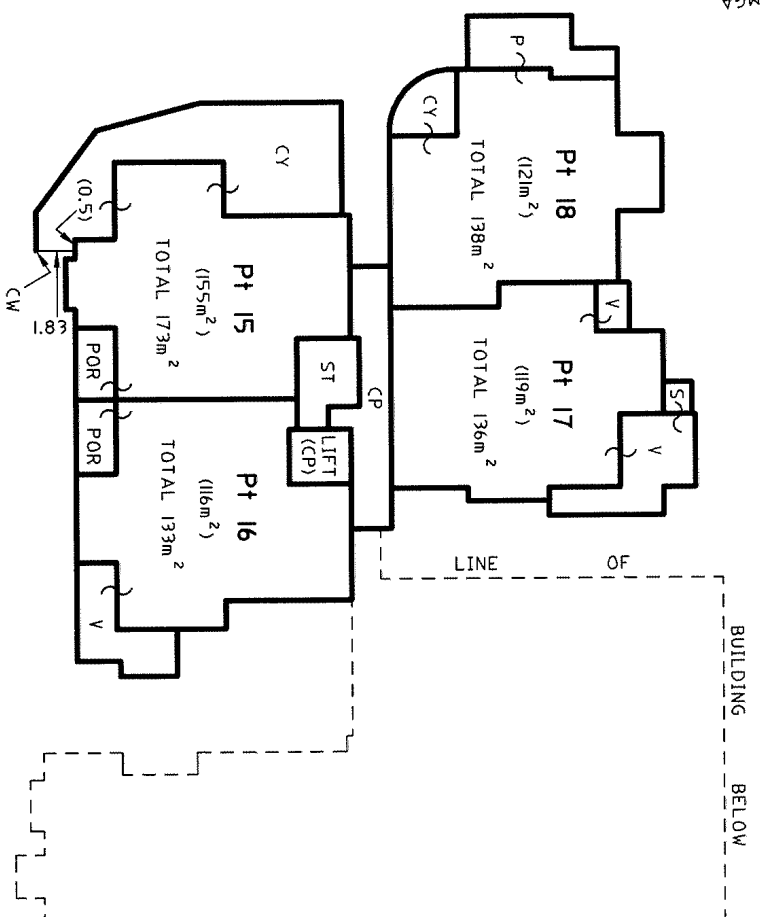
Reduction Ratio 1:250

Lengths are in metres

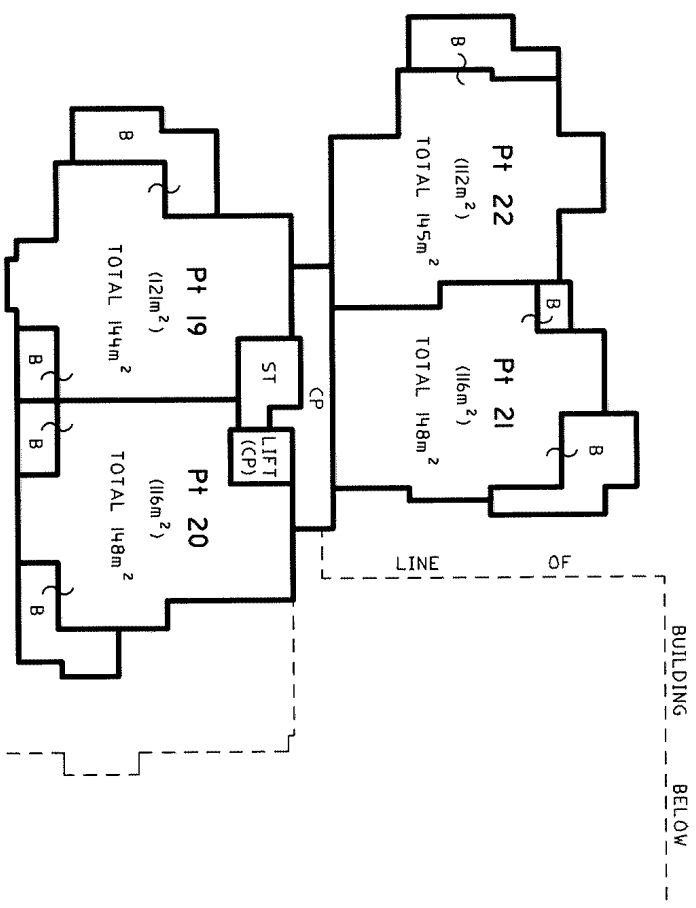
Registered Surveyor 28/2/2003

SURVEYOR'S REFERENCE: 4990R

I. P. M. L. Accredited Surveyor/Engineer/Manager/Accredited Certifier

LEVEL 3UPPER GROUND FLOORFLOOR PLAN

SP70223

NOTES:

- B DENOTES BALCONY
 ST DENOTES STAIRS (CP)
 CP DENOTES COMMON PROPERTY
 CY DENOTES COURTYARD
 V DENOTES VERANDAH
 POR DENOTES PORCH
 P DENOTES PATIO
 S DENOTES STAIRS
 CW DENOTES CORNER OF WALL (NORTH FACE)

LEVEL 4FIRST FLOOR

PERGOLAS WHICH COVER BALCONIES ARE COMMON PROPERTY.

STAIRS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THE TREAD OF EACH STEP

PORCHES, PATIOS, BALCONIES AND VERANDAHS ARE LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

COURTYARDS ARE LIMITED TO 3 ABOVE AND 2 BELOW THE UPPER SURFACE OF THE CONCRETE GROUND FLOOR OF THE RESPECTIVE UNIT EXCEPT WHERE COVERED.

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

Reduction Ratio 1:250

Lengths are in metres

G. J. O'Connell
 Registered Surveyor 28/2/2003

J. J. O'Connell
 Authorised Person/General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 4990R

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 19/02/2020 16:08

Order No. 61062158

Certificate No: 94111743

Your Reference: BK-20/1670

Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Strata Plan - 88B 70223

Available: Y

Size (KB): 145

Number of Pages: 4

Scan Date and Time: 17/04/2003 14:54

© Office of the Registrar-General 2020

SAI Global Property Division 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.

**INSTRUMENT SETTING OUT THE TERMS OF THE COVENANT & RESTRICTION ON
THE USE OF LAND TO BE CREATED PURSUANT TO SECTION 7(3) OF THE STRATA
SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, AND SECTION 88B OF THE
CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 4 Sheets)

SP70223

Strata Subdivision of
Lot 103 in DP 1028497
covered by Council's Certificate
No. **STRATA
006/SC17/03**

Full name and address of
the proprietors of the land:

Beldive Pty Ltd
151 Gannons Road South
CARINGBAH NSW 2229

Michael John and
Kerry Lynn Dineen
151 Gannons Road South,
CARINGBAH NSW 2229

PART 1

1. Identity of covenant firstly
referred to in the plan:

Positive Covenant

Schedule of lots etc. affected

Lots burdened
Common Property

Authority benefited
Council of Sutherland Shire

2. Identity of restriction secondly
referred to in the plan:

Restriction On the Use of Land

Schedule of lots etc. affected

Lots burdened
Lots 1 to 22

Authority benefited
Council of Sutherland Shire

PART 2

1. Terms of the Positive Covenant referred to in the plan

1. The proprietors of Lots 1 & 2 hereby burdened with respect to the detention facility described in Plan No. **000021** dated **12-03-01** (Council's File Ref: **PR/0686**) held in the offices of the Council of Sutherland Shire, Eton Street, Sutherland shall:

Approved by the Council of Sutherland Shire **IAN BAKER (ACCREDITED CERTIFIER-STRATA)**.....
PSOA 006

**INSTRUMENT SETTING OUT THE TERMS OF THE COVENANT & RESTRICTION ON
THE USE OF LAND TO BE CREATED PURSUANT TO SECTION 7(3) OF THE STRATA
SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, AND SECTION 88B OF THE
CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of 4 Sheets)

SP70223

Strata Subdivision of
Lot 103 in DP 1028497
covered by Council's Certificate
No. **006/SC17/03**

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

Name of authority empowered to release, vary or modify the covenant:

The Council of Sutherland Shire

2. Terms of the Restriction On the Use of Land secondly referred to in the plan

The occupation of each and every unit is restricted to :

- (a) People aged 55 years or over ("older people")
- (b) People of any age who, as a result of having an intellectual, physical, psychiatric or sensory impairment either permanently or for an extended period, having substantially limited opportunities to enjoy a full and active life ("people with a disability")
- (c) People who live older people or people with a disability

Approved by the Council of Sutherland Shire **IAN BAKER (ACCREDITED CERTIFIER - STRATA)**
PSOA 006

**INSTRUMENT SETTING OUT THE TERMS OF THE COVENANT & RESTRICTION ON
THE USE OF LAND TO BE CREATED PURSUANT TO SECTION 7(3) OF THE STRATA
SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, AND SECTION 88B OF THE
CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of 4 Sheets)

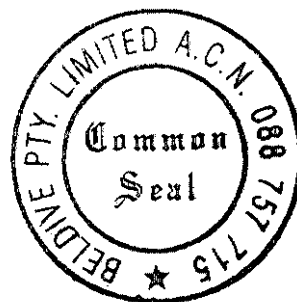
SP70223

Strata Subdivision of
Lot 103 in DP 1028497
covered by Council's Certificate
No. **STRATA**
006/SC17/03

Name of authority empowered to release, vary or modify the restriction:

The Council of Sutherland Shire

The Common Seal of Beldive Pty Ltd
was hereunto affixed by Authority of the
Board of Directors in the presence of:



.....
Director (Signature)

.....
G A SILBERT

.....
Director (Block Letters)

.....
Secretary (Signature)

.....
BRADLEY MULCAHY

.....
Secretary (Block Letters)

.....
Stephen Byrne
Name of Witness (BLOCK LETTERS)

.....
[Signature]

Signed in my presence by Michael John Dincen
who is personally known to me.

.....
[Signature]
Signature of Witness

.....
[Signature]
Michael John Dincen

.....
Rachael Mitrevski
Name of Witness (BLOCK LETTERS)

Approved by the Council of Sutherland Shire **IAN BAKER (ACCREDITED CERTIFIER - STRATA)**
PSOA 006

**INSTRUMENT SETTING OUT THE TERMS OF THE COVENANT & RESTRICTION ON
THE USE OF LAND TO BE CREATED PURSUANT TO SECTION 7(3) OF THE STRATA
SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, AND SECTION 88B OF THE
CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 4 of 4 Sheets)

SP70223

Strata Subdivision of
Lot 103 in DP 1028497
covered by Council's Certificate
No. **006/SC17/03**

4 Welford Place Figtree. OFFICE MANAGER
Address and Occupation of Witness

Signed in my presence by Kerry Lynn Dineen
who is personally known to me.

Mitreviski

Signature of Witness

KL

Kerry Lynn Dineen

Rachael Mitrevski

Name of Witness (BLOCK LETTERS)

4 Welford Place Figtree. OFFICE MANAGER
Address and Occupation of Witness

SUNCORP-METWAY LIMITED
MORTGAGEE

BY ITS EXECUTION, CONSENTS TO THE REGISTRATION OF THIS DOCUMENT

SUNCORP-METWAY Ltd. A.C.N.)
010 831 722 BY ITS ATTORNEY)
GLENN ANTHONY CHENEY)
WHO CERTIFIES THAT I AM A)
LEVEL 1 ATTORNEY PURSUANT)
TO POWER OF ATTORNEY BOOK)
3859 NO. 372 OF WHICH I HAVE)
RECEIVED NO NOTICE OF)
REVOCATION)
SIGNED IN MY PRESENCE BY)
THE SAID ATTORNEY WHO IS)
PERSONALLY KNOWN TO ME)

WITNESS

Approved by the Council of Sutherland Shire

IAN BAKER (ACCREDITED CERTIFIER-STRATA)

Cameron Murphy
56 Pitt St, Sydney

I. Baker

PSOA 006

REGISTERED



16.4.2003

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 19/02/2020 16:09
Order No. 61062158
Certificate No: 94111751
Your Reference: BK-20/1670
Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AP399129
Available: Y
Size (KB): 103
Number of Pages: 3
Scan Date and Time: 22/10/2019 14:34

© Office of the Registrar-General 2020

SAI Global Property Division 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.

Form: 01TG
Release: 3.1
Licence: 01-05-042
Licensee: LEAP Legal Software Pty Limited
Firm name: Gibson Howlin Lawyers

TRANSFER
GRANTING EASEMEN



AP399129N

New South Wales
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

Servient Tenement CP/SP70223	Dominant Tenement 102/1028497
---------------------------------	----------------------------------

(B) LODGED BY

Document Collection Box <i>lw</i>	Name, Address or DX, Telephone, and Customer Account Number if any Gibson Howlin Lawyers, DX 21106 CRONULLA Tel: 9523 6111	CODE TG
Reference: RG:NH:45168		

(C) TRANSFEROR

The Owners - Strata Plan No. 70223

(D) The transferor acknowledges receipt of the consideration of \$49,999.00 and transfers and grants—

(E) DESCRIPTION OF EASEMENT

Right of Carriageway, Easement for Services and Easement to Drain Water 4 and 5.5 wide and variable as shown on plan noted as Annexure B annexed hereto. *deposited plan no. 1257172*

I, Reginald Edward Gibson, Solicitor am authorised to make the above lodgement - 23-9-19

RELODGED
TRANSFER 2019
TIME: 9
DATE: 10 July 2019

(H) Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Company: The Owners - Strata Plan No. 70223
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]*
Name of authorised person: *Rene Howard*
Office held: *Strata Manager*

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

Signature of witness: *[Signature]*
Name of witness: **Nadia Kathryn Hollow**
Address of witness: **51 Croydon Street
Cronulla 2230**

Signature of authorised person: *[Signature]*
Name of authorised person: *JOHN HARRON*
Office held: *CHAIRMAN STRATA COMMITTEE SP70223*

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

Signature of transferee: *[Signature]*
J. Bailey Stockmann





Approved Form 23

Attestation

The seal of The Owners - Strata Plan No. 70223 was affixed on [^] 12/07/2019 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: [Signature] Name: LYNNE KOPELLAS Authority: STATA MANAGING AGENT

Signature: [Signature] Name: JOHN HARRON Authority: CHAIRMAN S.C. 5170223

[^] Insert appropriate date

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. This attestation is required when the seal of the owners corporation is affixed in accordance with section 273 *Strata Schemes Management Act 2015* which provides as follows:
 - where the owners corporation is comprised of only one owner, the seal must be affixed in the presence of that owner or the strata managing agent of the owners corporation;
 - where the owners corporation is comprised of only two owners, the seal must be affixed in the presence of those owners or the strata managing agent of the owners corporation;
 - where the owners corporation is comprised of more than two owners, the seal must be affixed in the presence of either:
 - two persons, being owners of lots or members of the strata committee, that the owners corporation determines for the purpose or, in the absence of a determination, the secretary of the owners corporation and any other member of the strata committee, or
 - the strata managing agent of the owners corporation.
3. A strata managing agent must also comply with the requirements of section 273(3) *Strata Schemes Management Act 2015*.

Updated April 2009

Approved Form 13

Certificate of Owners Corporation

Special Resolution

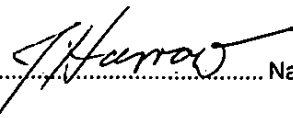
The owners corporation certifies that on [^]12/12/2018, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 70223 was affixed on [^]12/07/2019 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

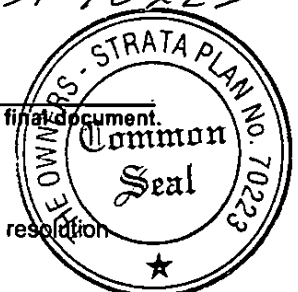
Signature:  Name: LYNNE KOPELOS Authority: STRATA MANAGING AGENT

Signature:  Name: JOHN HARROW Authority: CHAIRMAN SC
SP 70223

[^] Insert appropriate date

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. This certificate is required to accompany a dealing or plan which requires a special resolution including, but not limited to:
 - Adding land to the common property by lease, sub-lease or transfer see section 25 *Strata Schemes Development Act 2015*
 - Surrendering a lease or sub-lease of common property see section 27 *Strata Schemes Development Act 2015*
 - Transferring or leasing part of the common property see section 33 *Strata Schemes Development Act 2015*
 - Creating or varying an affecting interest which burdens common property see section 34(1)(a) *Strata Schemes Development Act 2015*
 - Releasing or varying an affecting interest which benefits common property see section 34(1)(b) *Strata Schemes Development Act 2015*
 - Dedicating part of the common property as public road, public reserve or drainage reserve see section 35 *Strata Schemes Development Act 2015*



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 19/02/2020 16:09

Order No. 61062158

Certificate No: 94111750

Your Reference: BK-20/1670

Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AN277381

Available: Y

Size (KB): 1404

Number of Pages: 34

Scan Date and Time: 23/04/2018 22:08

© Office of the Registrar-General 2020

SAI Global Property Division 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.



AN277381J

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

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/SP70223

(B) **LODGED BY**

Document
Collection
Box
1W

Name, Address or DX, Telephone, and Customer Account Number if any
Bylaws Assist
PO Box: 8274, Baulkham Hills, NSW, 2153
+61 413 659 677 (LPI Customer Account Number: 135632E)

Reference: BLA/1400

CODE

CH

- (C) The Owners-Strata Plan No. 70223 certify that a special resolution was passed on 21/2/2018
- (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. _____
Added by-law No. Special By-law No.39 - 46
Amended by-law No. 1 - 19
as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 70223 which includes new Amended By-law No.1 to 19 & Added Special By-law No.39 to 46 starting from Page 3 of 34 respectively.

- (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 1.
- (G) The seal of The Owners-Strata Plan No. 70223 was affixed on 17th April 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: [Signature]

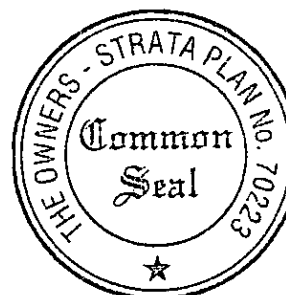
Name: DANIEL GOODWIN

Authority: STRATA MANAGING AGENT

Signature: _____

Name: _____

Authority: _____



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 70223

Table of Contents

1. Noise.....	3
2. Vehicles.....	3
3. Obstruction of common property.....	3
4. Damage to lawns and plants on common property.....	3
5. Damage to common property.....	3
6. Behaviour of owners and occupiers.....	4
7. Children playing on common property in building.....	4
8. Behaviour of invitees.....	4
9. Depositing rubbish etc. on common property.....	4
10. Drying of laundry items.....	4
11. Cleaning windows and door.....	4
12. Storage of inflammable liquids and other substances and materials.....	4
13. Moving furniture etc. on or through common property.....	5
14. Floor coverings.....	5
15. Garbage disposal.....	5
16. Keeping of Animals.....	5
17. Appearance of lot.....	6
18. Change in use of lot to be notified.....	6
19. Provision of amenities or services.....	6
Special By-Law 20, Rectification of Settlement Cracks.....	6
Special By-Law 21. Alterations & Additions to Fire Doors.....	6
By-Law 22. (Modifications and Additions).....	7
Special By-Law 23. Exhaust Fan By-Law.....	7
Special By-Law 24 Installation of Air-Conditioners.....	7
Special By-Law 25. Absolution of Lock Maintenance.....	8
Special By-Law 26. Individual Garage Doors and Motors.....	8
Special By-Law 27. (Access for Inspection of Fire Service).....	8
Special By-Law No 28. Compensation to Owners Corporation.....	9
Special By-Law 29. Smoking on the Premises.....	9
Special By-Law 30. Hard Surface Flooring and Wall Tiling.....	10
Special Exclusive Use By-Law 31. Hard Surface Flooring and Wall Tiling – Lot 1.....	13
Special Exclusive Use By-Law 32. Hard Surface Flooring and Wall Tiling – Lot 15.....	13
Special Exclusive Use By-Law 33. Hard Surface Flooring and Wall Tiling – Lot 4.....	13
Special Exclusive Use By-Law 34. Hard Surface Flooring and Wall Tiling – Lot 19.....	13
Special Exclusive Use By-Law 35. Hard Surface Flooring and Wall Tiling – Lot 13.....	13
Special By-Law No.36 – Balcony Doors (Lot 12).....	13
Special By-Law 37 - The connection of Fridges &/or Freezers in garages to the common property electricity meter.....	17
Special By-Law 38 - The use of Clothes Dryers in Garages.....	17
Special By-Law 39 – Cosmetic Work.....	17
Special By-Law 40 – Minor Renovations.....	20
Special By-Law 41 – Major Renovations.....	25
Special By-Law 42 – Proxies.....	31
Special By-Law 43 – Compliance with Planning and Other Requirements.....	33
Special By-Law 44 – Preservation of Fire Safety.....	33
Special By-Law 45 – Notice-board.....	33
Special By-Law 46 – Service of Documents.....	33

The seal of The Owners-Strata Plan No 70223 was affixed on 17th April 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): [Signature]

Name(s) [use block letters]: DANIEL GOODWIN

Authority: STRATA MANAGING AGENT



DL

1. Noise

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

2. Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the Owners Corporation.
- (2) Notwithstanding the above, the occupier of a unit may park a motor vehicle on common property in one of the four designated resident vehicle only designated parking spaces, but only under the following circumstances:-
 - (a) The occupier shall not be allowed to park any motor vehicle in the resident vehicle only parking spaces if their garage is used exclusively for purposes other than parking of their motor vehicle;
 - (b) The resident only vehicle parking spaces shall not be occupied for more than 48 hours continuous parking.
- (3) Visitors may park a motor vehicle on common property in one of the four designated visitor vehicle only parking spaces on the basis that the car space shall not be occupied for more than 48 hours continuous parking.
- (4) In this By-Law:
"motor vehicle" means registered motor vehicle;
"garage used exclusively for purposes" means a garage is used so as to exclude the capacity to garage a motor vehicle.

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 subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or 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 used to affix decorative items to the internal surfaces of walls in the owner's lot.
 - (e) any devices referred to in special by-law (Modifications & Additions) and special by-law (Air-Conditioners) on the terms and conditions therein.
- (4) Any such hereof must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the rest of the building.
- (5) Despite Section 106 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 subclause (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 subclause (3) that forms part of the common property and that services the lot.

Window Safety Devices

- (6) Notwithstanding clause (3) (c) of this by-law, the owners corporation shall install, at its cost, Window Safety Devices to prescribed windows within the strata scheme.
- (7) Subject to reasonable notice, the owner of a lot, must provide access to the owners corporation's servants, agents and contractors allow for the installation of the Window Safety Devices within a lot.
- (8) Where the occupier of the lot is not the owner, the owner who does not occupy the lot, must arrange access to the lot to be provided to the owners corporation's servants, agents and contractors.
- (9) An owner or occupier must not obstruct or hinder the owners corporation in the exercise of its functions under this by-law.

- (10) An owner or occupier must not remove, interfere with or damage a Window Safety Device.
- (11) An owner or occupier of a lot must ensure that any Window Safety Device installed by the owners corporation in their lot is engaged in the lock position prior to any child under the age of sixteen entering the lot and must ensure the Window Safety Device remains in the lock position while any child is within the lot.
- (12) An owner (or if the property is let to tenants the owner's real estate or letting agent) or occupier must notify the owners corporation in writing immediately if a Window Safety Device has been removed, damaged, tampered with or is inoperable.
- (13) If a Window Safety Device is damaged or removed by an owner or occupier or their visitors or invitees then the owner and occupier of the lot will be jointly and severally liable for the costs of repairing or replacing the Window Safety Device and shall indemnify the owners corporation from any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to any person or property arising from the owner or occupier or their visitors or invitees' damage or removal of the Window Safety Device.
- (14) The Owners Corporation reserves the right to repair or replace the Window Safety Device damaged or removed by an owner or occupier or their visitors or invitees, or recover any costs, charges, penalties or fees (including, but not limited to, administration fees) incurred by the owners corporation for the owners or occupier's failure to discharge their obligations under this by-law, and may recover any costs, charges, penalties or fees from the owner as a debt due to the owners corporation on demand with interest at the rate of 10% per annum until the debt is paid.

(15) In this by-law:

"Window Safety Device(s)" means a screen, lock or any other complying window safety device installed by the owners corporation as required by the Act and the Regulation.

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

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a 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 etc. 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. Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other articles on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

11. Cleaning windows and door

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specific part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

12. 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.

DL

- (2) This by-law does not apply to chemicals, liquids, gasses 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.

13. Moving furniture etc. on or through common property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Strata Committee so as to enable the Strata Committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specific manner.
- (3) If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

14. Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15. 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 refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, 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);
- (e) must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove anything 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 refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, 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.

16. Keeping of Animals

- (1) Subject to *section 139 (5) and 157* 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 a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or on the common property.
- (2) 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;
- (b) keep the animal within the lot;
- (c) carry the animal when it is on the common property except when in transit to or from the lot;
- (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;
- (e) take all reasonable steps to ensure that the animal does not interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.
- (3) If the Owners Corporation consents to the keeping of an animal on the lot or the common property, the Owners Corporation may grant its consent on such conditions that it may think reasonable in its absolute discretion and in all events the provisions of By-Law 16(2) and 16(4) hereunder shall apply.
- (4) In the event that an owner or occupier of a lot upon which an animal is kept, after notice, consistently fails to comply with any matters set out in By-Law 16 (2) (a) to (e) hereof or any conditions imposed by the Owners Corporation pursuant to By-Law 16(3) then the Owners Corporation may terminate the right of the owner or occupier to keep an animal.

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

17. 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 washing, towel, bedding, clothing or other articles as referred to in By-Law 10.

18. 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).

19. 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 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) telecommunication services (for example, cable television)
- (2) If the Owners Corporation makes a resolution referred to in subclause (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.

Special By-Law 20, Rectification of Settlement Cracks

- (1) Pursuant to Section 106(3), the Owners Corporation will not be responsible to repair any damage or defect to the common property walls or ceilings within any lot space provided that;
- (a) Any damage or defect is limited to settlement or shrinkage cracks that do not affect the structural integrity of the building/s;
- (b) the damage has not been caused by impact or other insurable events;
- (c) the damage has no material effect upon the utility of a lot.
- (2) If a dispute arises with the owner of a lot in the strata scheme in respect of subclause 1(a), a structural engineer must make the decision as to whether the subject damage or defect is the result of settlement or shrinkage or is a structural or other defect.
- (3) If a structural engineer is appointed pursuant to clause 2, the professional costs shall be borne by the Owners Corporation if the damage or defect is determined to be a structural defect, or by the owner of the subject lot if the damage or defect is determined to be caused by settlement or shrinkage.

Special By-Law 21. Alterations & Additions to Fire Doors

A) Definitions

- (a) The following terms are defined to mean:
- ‘Fire Door’ means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures. ‘Original Condition’ means the condition at the date of registration of the strata scheme.
- (b) Where any terms used in this By-Law are defined in the Strata Scheme Management Act 2015, they will have the same as those words are attributed under that Act,

B) Duties of Owners

- (a) Notwithstanding By-Law 5, an owner or occupier of a lot must not
- (b) replace or make any alterations or additions to the Fire Door that gives access to the owner’s or occupier’s lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the Owners Corporation; and
- (c) make any alterations or additions to a Fire Door that gives access to the owner’s or occupier’s lot that is in breach of the fire regulations under the Building Code of Australia.

C) Liability

1. An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the Owners Corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.
2. An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner’s lot without the written approval of the Owners Corporation, and will reinstate the Fire Door to its Original Condition immediately after it has occurred.

D) Indemnity

- i) An owner of a lot must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 108(6) in respect of any property of the owner.

E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this By-Law, then the Owners Corporation may;

- i) carry out all work necessary to perform the obligation;
- ii) enter upon any part of the parcel to carry out that work, and
- iii) recover the costs of carrying out that work as a debt from the owner of the lot.

By-Law 22. (Modifications and Additions)

1. Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the "devices") to service the owners lot within the strata scheme subject to the following terms and conditions:
- (a) The owners of any lot proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;
 - (b) the devices shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;
 - (c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;
 - (d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
 - (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - (h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - (i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before *any* devices are to be replaced or renewed;
 - (j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.
- (2) In the event that an owner or occupier of a lot to which any devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the, strata scheme buildings. The proposal must be decided by vote at a general meeting.

Special By-Law 23. Exhaust Fan By-Law

Pursuant to section 62(3) of the Act, the Owners Corporation has deemed that it is inappropriate to maintain, renew, repair or replace any exhaust extraction fan located within the ceiling space of each lot provided that the damage to the fan has not been caused by an insurable event.

Special By-Law 24 Installation of Air-Conditioners

- (1.) Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:
- (a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;
 - (b) The air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;

- (c) The air-conditioner must be installed in a location and in such a way that it is not readily visible from the common property or the street front or any other public areas bounding the strata scheme;
 - (d) The owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (e) The installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (f) The air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
 - (g) The air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
 - (h) Any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - (i) The air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - (j) The air-conditioner and all filters must be regularly cleaned by the owner;
 - (k) the owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the air conditioner is to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the air-conditioner.

Special By-Law 25. Absolution of Lock Maintenance

Pursuant to Section 106 (3), the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any locking mechanism fitted to any door, window or other opening (including the mailbox lock) on the boundary of any part of an owners lot within the strata scheme.

Special By-Law 26. Individual Garage Doors and Motors

Pursuant to Section 106 (3), the Owners Corporation has deemed that it is inappropriate to repair, maintain or replace any individual garage door and its garage door motor and all associated components.

Special By-Law 27. (Access for Inspection of Fire Service)

A) Definitions

The following terms are defined to mean:

'Agents' means the Strata Managing Agent, Strata Committee or any Fire Safety Contractor or personnel engaged by the Owners Corporation.

'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.

'Fines' or 'Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by a local council or other statutory or lawful authority or penalty charges imposed by a contractor or agent engaged by the Owners Corporation.

'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.

Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as those terms are attributed under that Act

B) Duties of Owners

In relation to the Owners Corporations responsibility to obtain Annual Fire Safety Statements pursuant to the Environmental, Planning and Assessment Act 1979 and section 108(1) of the Strata Schemes Management Act 2015 the owner of a lot is responsible for ensuring;

- (a) that where necessary the Owners Corporation or its Agents have reasonable access to
- (b) the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
- (c) the occupants of the lot do not deny, obstruct or unreasonably delay access by the Owners Corporation or their Agents for the purposes of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.

C) Duties of the Owners Corporation

The Owners Corporation or their Agents must provide the occupants of the lot with a minimum of seven (7) days notice that access to the lot is required for the purposes of carrying out any works described in sub-clause B).

D) Indemnity

- i) The owner of a lot indemnifies the Owners Corporation against any loss or damage that the Owners Corporation may suffer from Fines, Re-inspection Fees or any other costs that may be incurred by the Owners Corporation if access to the lot to conduct the necessary Fire Safety Inspections cannot be obtained by the cause or neglect of the occupant or the failure of the owner to fulfil their obligations as

DL

- provided in clause B) of this By-Law;
- ii) the owner of a lot indemnifies the Owners Corporation for any costs that may be incurred by the replacement of faulty fire safety equipment within the lot that is essential for the Annual Fire Safety Statement to be issued.

E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;

- i) Carry out all work necessary to perform the obligation;
- ii) enter upon any part of the parcel to carry out that work; and
- iii) recover the costs of carrying out that work as a debt from the owner of the lot by way of a levy charged to the lot.

Special By-Law No 28. Compensation to Owners Corporation

A) Definitions

The following terms are defined to mean:

'Costs' including any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot.

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan.

'Owners Corporation Agents' means the Strata Managing Agent, Strata Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'The Act' means the Strata Schemes Management Act 2015.

'Works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

B) Rights and Obligation of Owners

A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporation agents or the lot owners agents.

A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.

A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporation agents.

Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

In the event that a lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(v) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

The Owners Corporation must serve upon the owner a written notice of the contribution payable;

The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

Special By-Law 29. Smoking on the Premises

1. For the purposes of this By-law by definition:-

- a) "Smoke" means smoke, hold or otherwise have control over ignited tobacco or any other product that is intended to be smoked and is ignited;
- b) "The property" means all lots and the common property of the strata scheme;
- c) An owner of a lot and a director or shareholder of a corporate owner shall be an occupier of that lot if he or she resides in that lot.

2. This By-law does not prohibit smoking within a lot provided that:-
 - a) The person resides in, or is a visitor in a lot within which the smoking occurs.
 - b) The person does not smoke within any other part of the building or on any area regarded as common property of the Owners Corporation.
 - c) The smoke generated by the person is not discernable in any other lot inclusive of balcony or terrace or by any person being on common property of the Owners Corporation.
 - d) The smoke does not enter or pass through any air conditioning serving the building including gaps, vents, wall or roof voids;
3. If a person, not being an owner or occupier of a lot, smokes in the lot the occupier of the lot breaches this By-law unless:-
 - a) The person not being an owner or occupier complies with conditions 2 c, & d.
 - b) The occupier did not know, or could not reasonably be expected to have known, that the person was smoking in the lot; OR
 - c) Upon becoming aware that the person was smoking in the lot, the owner or occupier requests that the person smoking to immediately cease smoking, pursuant the person complies, or to immediately leave the property, pursuant the person complies.
4. If a person, not being the owner or occupier of a lot, smokes on the common property, the person, being an owner or occupier of a lot or strata committee member who invited that person onto the common property, or with whose permission the person remains on the common property, breaches the By-law unless:
 - a) He or she did not know, or could not reasonably be expected to have known, that the person was smoking on the common property; or
 - b) Upon becoming aware that the person is smoking on the common property the owner or occupier requests the person smoking to immediately cease smoking, pursuant that the person complies or leaves the property pursuant that the person complies

Special By-Law 30. Hard Surface Flooring and Wall Tiling

PART 1 GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the scheme, the Owner has the special privilege (at the Owner's cost and to remain the Owner's fixture) to carry out the Works and exclusive use of the area in which the Works are carried out subject to the terms and conditions contained in Part 3 of this by-law.

THIS BY-LAW TO PREVAIL

1.2 If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2 DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the Strata Schemes Management Act, 2015 (NSW).
- (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 149-151 Gannons Road, Caringbah.
- (d) **Council** means Sutherland Shire Council.
- (e) **Essential Works** means any essential maintenance, repair, replacement, upgrading, or emergency works that the Owners Corporation is required to do under section 108(1) of the Act or any other law to any part of common property structure or services.
- (f) **Hard Surface Flooring** means any hard surface flooring including floating floors, timber floor boards, parquetry, natural or reconstituted stone or tiles.
- (g) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) for at least the minimum sum of \$10,000,000;
 - (ii) insurance required under the Home Building Act, 1989 (NSW) (if any); and
 - (iii) workers' compensation insurance.
- (h) **Lot** means any lot in strata plan 70223.
- (i) **Owner** means the owner(s) of the Lot.
- (j) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 70223.
- (k) **Wall Tiling** means any tiles installed to the walls of the Lot, with waterproofing of membrane if required.
- (l) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owners' installation, repair, maintenance and replacement (if necessary), of Hard Surface Flooring and/or Wall Tiling together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the provisions of this by-law.

06

2.2 Interpretation

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

PART 3 CONDITIONS

3.1 Prior to commencement of the Works

3.1.1 Prior to the commencement of the Works, the Owner shall:

- (a) request in writing that the Owners Corporation approve the laying of Hard surface Flooring and/or Wall Tiling in accordance with Special By-Law 30 and provide the following information to the Owners Corporation in respect of the proposed installation:
 - (i) a diagram depicting the location of all parts of the Works; and
 - (ii) the manufacturer or supplier's brochure setting out the specifications of the Works;
- (b) obtain written approval (based on the information provided in paragraph (a) above) for the location, type, size, sound and energy rating of the Works from the Owners Corporation.
- (c) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (d) provide to the Owners Corporation if requested, a report from a qualified acoustic engineer certifying that the Works when completed will not be in breach of this by-law;
- (e) provide a report if requested by the Owners Corporation from an engineer nominated by the Owners Corporation concerning the impact of the Works on the structural integrity of the Building and common property;
- (f) prepare and provide to the Owners Corporation:
 - (i) a new by-law under section 141 of the Act and a special resolution pursuant to section 108 of the Act; and
 - (ii) the Owner's written consent to the passing of the by-law and consent to be responsible for maintenance, repair and replacement of the Works,

such by-law, special resolution and consent to be prepared substantially in terms of the forms attached at **Annexure A** and to be considered at a general meeting of the Owners Corporation; and

- (g) effect and maintain Insurance and if requested, provide a copy to the Owners Corporation.

3.2 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any Authority including any fire safety regulations;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption to other Lot Owners, occupiers or adjoining property owners;
- (d) carry out the installation between the hours of 8:30am and 5:30pm Mondays – Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- (e) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (h) ensure that the installation 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 in this event the Owner must rectify that interference or damage within a reasonable period of time;
- (i) 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
- (j) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.

3.3 After installation of the Works

3.3.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the installation of the Works has been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;

DK

- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation;
- (d) if requested by the Owners Corporation, provide an acoustic engineer's report which certifies that the Works have been installed in compliance with this by-law together with certification that the installation meets the sound-rating criteria specified in clause 3.2 (b) (or such other sound-rating criteria as may be adopted by the Owners Corporation relying on qualified acoustic engineer's advice from time to time);
- (e) if requested by the Owners Corporation, provide a 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 the terms of 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.

3.3.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs 3.3.1 (a) to (e) immediately above have been complied with.

3.4 Enduring rights and obligations

The Owner must:

- (a) must maintain, repair, renew and replace, if necessary, the Hard Surface Flooring and/or Wall Tiling;
- (b) must maintain, repair, renew and replace, if necessary, those parts of the common property in contact with the Hard Surface Flooring and/or Wall Tiling;
- (c) remains liable for any damage to any lot or common property arising for or in connection with the Hard Surface Flooring and/or Wall Tiling and its use, maintenance, renewal, repair or replacement (including to the Lot);
- (d) must ensure that all Hard Surface Flooring (or any replacement Hard Surface Flooring) 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 irrespective of and in addition to its other obligations under this or any other by-law.

In determining whether there is a breach of this clause, the Hard Surface Flooring must at the least comply with a L_{nw} and C_i rating of 62 pursuant to the Australian soundproofing standards for Hard Surface Hard Surface Flooring in residential apartments based on the following standards/tests:

- (i) ISO 140-7: 1998 "Acoustics – measurement of sound insulation in building and of building elements – Part 7: Field measurement of impact sound insulation of floors"; and
- (ii) ISO 717-2: 1996 "Acoustics – rating of sound insulation in buildings and of building elements – Part 2 Impact sound insulation".

- (e) must take all reasonable daily measures to inhibit the transmission of noise to another Lot such as:
 - (i) the removal of shoes likely to transmit noise;
 - (ii) preventing or minimising vibrations emitted from the use of stereos, televisions, furniture or machinery; and
 - (iii) preventing or minimising any other noise likely to cause a nuisance to another Lot Owner or occupier as a result of use of the Lot;
- (f) subject to paragraphs (g) and (h) below, indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Hard Surface Flooring and/or Wall Tiling or any replacement Hard Surface Flooring and/or Wall Tiling including its renewal or replacement under this by-law;
- (g)
 - (i) accepts full responsibility for any loss, damage to or destruction of the Hard Surface Flooring (or any replacement Hard Surface Flooring) or any part of it caused by the Owners Corporation (or its officers, employees, contractors or agents) carrying out Essential Works; and
 - (ii) acknowledges that the Owners Corporation shall have no obligation whatsoever to repair or reinstate any Hard Surface Flooring or any replacement Hard Surface Flooring damaged or destroyed by Essential Works,

where the Owner or occupier is in breach of clause 3.5; and

- (h) indemnifies and shall keep indemnified the Owners Corporation, its officers, employees, contractors and agents for and against any costs or losses arising out of or for or in connection with Hard Surface Flooring including its use and any loss, damage to or destruction of the Hard Surface Flooring or replacement Hard Surface Flooring caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where the Owner or occupier is in breach of clause 3.5.

3.5 Essential works

No Owner or occupier shall impede, inhibit, refuse, interfere with, restrict, hinder or obstruct the Owners Corporation's (or its officers, employees, contractors or agents) lawful entry, access, penetration to or removal of all or any part of the Hard Surface Flooring and/or Wall Tiling or any replacement Hard Surface Flooring to carry out Essential Works to the common property which may be attached to, in, under or about the Hard Surface Flooring (or any replacement Hard Surface Flooring) including the common property structures or services including the concrete slab, electrical, plumbing or other services provided that the Owners Corporation shall give prior notice to the Owner or occupier (emergencies excepted).

3.6 Failure to comply with this by-law

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

DL

- (a) carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

3.7 Ownership of Works

The Works will always remain the property of the Owner.

3.8 Applicability

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

3.8.2 This by-law applies to all Hard Surface Flooring and/or Wall Tiling installed prior to and after this by-law being made.

Special Exclusive Use By-Law 31. Hard Surface Flooring and Wall Tiling – Lot 1

The provisions of Parts 1, 2, and 3 of Special By-law No. 30 are adopted for the purposes of this by-law with the exception of the amendment of the definition of “Lot” as follows:

- h.) “Lot” means Lot 1 in strata plan registration no 70223.

Special Exclusive Use By-Law 32. Hard Surface Flooring and Wall Tiling – Lot 15

The provisions of Parts 1, 2, and 3 of Special By-law No. 30 are adopted for the purposes of this by-law with the exception of the amendment of the definition of “Lot” as follows:

- h.) “Lot” means Lot 15 in strata plan registration no 70223.

Special Exclusive Use By-Law 33. Hard Surface Flooring and Wall Tiling – Lot 4

The provisions of Parts 1, 2, and 3 of Special By-law No. 30 are adopted for the purposes of this by-law with the exception of the amendment of the definition of “Lot” as follows:

- h.) “Lot” means Lot 4 in strata plan registration no 70223.

Special Exclusive Use By-Law 34. Hard Surface Flooring and Wall Tiling – Lot 19

The provisions of Parts 1, 2, and 3 of Special By-law No. 30 are adopted for the purposes of this by-law with the exception of the amendment of the definition of “Lot” as follows:

- h.) “Lot” means Lot 19 in strata plan registration no 70223.

Special Exclusive Use By-Law 35. Hard Surface Flooring and Wall Tiling – Lot 13

The provisions of Parts 1, 2, and 3 of Special By-law No. 30 are adopted for the purposes of this by-law with the exception of the amendment of the definition of “Lot” as follows:

- h.) “Lot” means Lot 13 in strata plan registration no 70223.

Special By-Law No.36 – Balcony Doors (Lot 12)

1. Introduction

- 1.1 This by-law authorises Works to be conducted on Common Property by the Owner.
- 1.2 This by-law further grants to the Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

2. Definitions & Interpretation

2.1 In this by-law:

“Building” means the building to which the Works are attached.

“Common Property” means the common property for the Strata Scheme.

“Development Act” means the *Strata Schemes (Freehold Development) Act 1973*.

“Executive Committee” means the executive committee of the Owners Corporation.

“Lot” means lot 12 within the Strata Scheme.

“Management Act” means the *Strata Schemes Management Act 1996*.

"Owner" means the owner of the Lot for the time being.

"Owners Corporation" means the owners corporation for the Strata Scheme.

"Strata Managing Agent" means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

"Strata Plan" means the strata plan for the Strata Scheme.

"Strata Scheme" means the Strata Scheme in respect of which this by-law applies.

"Strata Legislation" means the Development Act and the Management Act.

"Works" means enclosing or boarding up one balcony door separating the inside of the Lot from the balcony as shown in the attached photograph, provided that:

- (a) the internal panel is secured to the common property wall with self tapping screws;
- (b) the external panel is affixed with wedges within the door jamb of the sliding door;
- (c) the internal & external panelling (identified as temporary) will look like the existing common wall, painted in similar colours; and
- (d) A raised black mural infill from Bunnings of a forest design, will be screwed to the external panel.

2.2 In this by-law:

- 2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- 2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- 2.2.3 words importing the singular number include the plural and vice versa,
- 2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,
- 2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- 2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Strata Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- 2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and
- 2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

- 3.1.1 Subject to the terms of this by-law, the Owner may and is given a special privilege to conduct the Works on the Common Property and has a special privilege to keep and maintain such of the Works as were done before this by-law was passed.

3.2 The Grant of Exclusive Use

- 3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common

Property on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

- 3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

- 3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

4. Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:

- 4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works;
- 4.1.1.2 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy,
- 4.1.1.3 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law, and the Owners Corporation is under no obligation to seal this by-law until those costs have been paid.

- 4.1.2 If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

- 4.1.3 The Works must not be conducted until this by-law is registered.

4.2 During the Conduct of the Works

4.2.1 During the Works the Owner must:

4.2.1.1 Standard of Workmanship

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

4.2.1.2 Appearance of the Works

ensure the Works are carried out and completed in a manner which is in keeping with the rest of the Strata Scheme,

4.2.1.3 Debris

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

4.2.1.4 Storage of Building Materials on Common Property

make sure that no building materials are stored on Common Property,

4.2.1.5 Times for Renovations

ensure that the Works are only carried out between the hours of 7.00am – 4.30pm on Monday – Friday and 8am – 1pm Saturday are not performed on Sundays or public holidays,

4.2.1.6 Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 7.30am – 3.00pm Monday – Friday.

4.2.1.7 Interruption to Services

give the occupiers of other lots at least 48 hours' prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television and cable television,

4.2.1.8 Costs of Works

pay all costs associated with the Works,

4.2.1.9 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.2.1.10 Right of Access

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, the Owner must:

4.3.1.1 promptly notify the Owners Corporation that the Works are complete,

4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works,

4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

4.4 Enduring Obligations

The Owner must:

4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,

4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and

4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works.

4.5 Indemnity

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

4.6 Access

The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

5. Breach of this By-Law

- 5.1** If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:
- 5.1.1 rectify any such breach,
 - 5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
 - 5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 5.2** Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

Special By-Law 37 - The connection of Fridges &/or Freezers in garages to the common property electricity meter

The Owners Corporation of Strata Plan 70223 specially resolves:

THAT an owner or occupier of any lot must not connect any fridge, freezer or other refrigeration device in the garage of their respective lot to any electrical supply point connected to the electricity meter for which the usage of such electricity is payable by the owners corporation, unless the relevant owner or occupier of such lot has first executed an agreement, in the form approved by the owners corporation from time to time, permitting the relevant owner or occupier to connect such fridge, freezer or other refrigeration device to such electricity supply point.

Special By-Law 38 - The use of Clothes Dryers in Garages

The Owners Corporation of Strata Plan 70223 specially resolves:

THAT an owner or occupier of any lot must not, except with the consent in writing of the owners corporation, use in any garage of that lot an electrically powered clothes dryer.

Special By-Law 39 – Cosmetic Work

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out cosmetic work to a common area in the building in connection with your apartment.

2. Definitions & Interpretation

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

- (a) “Act” means the Strata Schemes Management Act 2015,
- (b) “apartment” means a lot in the strata scheme,
- (c) “building” means the building in the strata scheme in which your apartment is located,
- (d) “common area” means the common property in the strata scheme,
- (e) “cosmetic work” means any work to a common area in the building in connection with your apartment for the following purposes:
 - (i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls,
 - (ii) installing any device used to affix decorative items to the internal surfaces of walls in your apartment,
 - (iii) installing or replacing handrails,
 - (iv) painting,

OK

- (v) filling minor holes and cracks in internal walls,
- (vi) laying carpet,
- (vii) installing or replacing built-in wardrobes,
- (viii) installing or replacing internal blinds and curtains,
- (ix) installing any locking or other safety device to improve safety within your apartment,
- (x) installing any locking or other safety device for protection of your apartment against intruders,
- (xi) installing any screen or other device to prevent entry of animals or insects on your apartment,
- (xii) installing any structure or device to prevent harm to children,

but cannot include non-cosmetic work,

(f) “non-cosmetic work” means:

- (i) work that consists of minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
- (ii) work involving structural changes,
- (iii) work that changes the external appearance of an apartment, including the installation of an external access ramp,
- (iv) work that detrimentally affects the safety of an apartment or common area, including fire safety systems,
- (v) work involving waterproofing or the plumbing or exhaust system of a building,
- (vi) work involving reconfiguring walls,
- (vii) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979,

(g) “strata scheme” means the strata scheme to which this by-law applies, and

(h) “you” means an owner of an apartment and includes your successors in title.

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

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- (f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Cosmetic Work

3.1 You may carry out cosmetic work without the approval of the owners corporation.

DL

3.2 If you carry out cosmetic work, you must comply with the rules for cosmetic work specified in this by-law.

4. Rules for Cosmetic Work

4.1 During Cosmetic Work

During any cosmetic work you carry out, or which a person carries out on your behalf, you must:

(a) Standard of Workmanship

ensure the cosmetic work is carried out in a competent and proper manner utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Cosmetic Work

make certain the cosmetic work is completed in accordance with any specifications for it and complies with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Cosmetic Work

make sure the cosmetic work is carried out with due diligence and is completed as soon as practicable from the date of commencement,

(d) Times for Cosmetic Work

ensure that the cosmetic work is only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and is not carried out during any other times,

(e) Appearance of Cosmetic Work

ensure the cosmetic work is carried out and completed in a manner which is in keeping with the rest of the building,

(f) Noise During Cosmetic Work

ensure the cosmetic work does not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(g) Transportation of Construction Equipment

ensure that all construction materials and equipment in connection with the cosmetic work are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(h) Debris

ensure that any debris and rubbish associated with or generated by the cosmetic work is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(i) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(j) Protection of Building

protect all areas of the building outside your apartment which are affected by the cosmetic work from damage, the entry of water or rain and from dirt, dust and debris relating to the cosmetic work and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(k) Daily Cleaning

clean any part of the common areas affected by the cosmetic work on a daily basis and keep all of those common areas clean, neat and tidy during the cosmetic work,

(l) Security

ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the cosmetic work,

(m) Costs of Cosmetic work

pay all costs associated with the cosmetic work.

4.3 After Cosmetic Work

You must:

(a) Maintenance of Cosmetic Work

properly maintain the cosmetic work and keep it in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of the cosmetic work,

(b) Repair Damage

repair any damage caused to another apartment or any common area by the carrying out of the cosmetic work in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the cosmetic work does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the cosmetic work or the altered state or use of any of the common areas arising from the cosmetic work or your breach of this by-law,

(e) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the cosmetic work and the requirements of the local council concerning the cosmetic work.

5. Breach of this By-Law

5.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

6. Specification of Additional Cosmetic Work

To avoid doubt, this by-law specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act.

7. Decision of Owners Corporation not to Maintain Cosmetic Work

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any item of cosmetic work done by you; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any item of cosmetic work done by you, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

Special By-Law 40 – Minor Renovations

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out minor renovations to a common area in the building in connection with your apartment.

2. Definitions & Interpretation

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

- (a) “Act” means the Strata Schemes Management Act 2015,
- (b) “apartment” means a lot in the strata scheme,
- (c) “building” means the building in the strata scheme in which your apartment is located,
- (d) “common area” means the common property in the strata scheme,
- (e) “minor renovations” means any work to a common area in the building in connection with your apartment for the following purposes:
 - (i) renovating a kitchen,
 - (ii) renovating a bathroom in a manner that does not involve waterproofing,
 - (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
 - (iv) changing recessed light fittings,
 - (v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors (also refer to Special By-law 30),
 - (vi) installing or replacing wood or other hard floors (also refer to Special By-law 30),
 - (vii) installing or replacing wiring or cabling or power or access points,

- (viii) installing or replacing pipes and ducts,
- (ix) work involving reconfiguring walls in a manner that does not involve structural changes,
- (x) installing a rainwater tank,
- (xi) installing a clothesline,
- (xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system (also refer to Special By-law 24),
- (xiii) installing double or triple glazed windows,
- (xiv) installing a heat pump or hot water service,
- (xv) installing ceiling insulation,
- (xvi) Installing false ceilings
- (xvii) Installing security systems / alarms
- (xviii) Installing fixtures to internal surfaces of common property walls

but cannot include non-minor renovations,

(f) "non-minor renovations" means:

- (i) work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (ii) work involving structural changes,
- (iii) work that changes the external appearance of a lot, including the installation of an external access ramp,
- (iv) work involving waterproofing,
- (v) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979,
- (vi) work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

(g) "strata scheme" means the strata scheme to which this by-law applies, and

(h) "you" means an owner of an apartment and includes your successors in title.

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

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and

(f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Minor Renovations Approval Process

3.1 Minor Renovations Require Approval

3.1.1 You may carry out, or permit another person to carry out on your behalf, minor renovations with the approval of the owners corporation or strata committee.

3.1.2 The owners corporation under this by-law delegates its function to approve minor renovations to the strata committee pursuant to section 110 (6) (b) of the *Strata Schemes Management Act 2015*.

3.2 The Approval Process

3.2.1 If you wish to carry out minor renovations you must make an application to the owners corporation in order to seek its approval of the minor renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

- (a) your name, address and telephone number,
- (b) your apartment and lot number,
- (c) details of the minor renovations,
- (d) drawings, plans and specifications for the minor renovations,
- (e) an estimate of the duration and times of the minor renovations,
- (f) details of the persons carrying out the minor renovations including the name, licence number, qualifications and telephone number of those persons,
- (g) details of arrangements to manage any resulting rubbish or debris arising from the minor renovations.

3.2.4 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.5 The owners corporation may engage a consultant to assist it review your application.

3.2.6 The owners corporation may:

- (a) approve your application either with or without conditions, or
- (b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.7 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Minor Renovations

4.1 Before the Minor Renovations

4.1.1 Before commencing the minor renovations, you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the minor renovations and the estimated end date of the minor renovations,

(b) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the minor renovations holds a current:



- (i) licence,
- (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- (iii) workers compensation insurance policy (if required by law), and
- (iv) home building compensation fund insurance policy under the Home Building Act 1989 for the minor renovations (if required by law),

(c) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the minor renovations do not involve structural changes,

(d) Acoustic Consultant's Report

if the minor renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from floor coverings in a laundry, lavatory or bathroom), if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(e) Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(f) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000 or such other amount determined from time to time by the owners corporation,

(g) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for minor renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the minor renovations and if you have already begun the minor renovations you must immediately stop them.

4.2 During the Minor Renovations

During the minor renovations, you must:

(a) Standard of Workmanship

ensure the minor renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Minor Renovations

make certain the minor renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Minor Renovations

make sure the minor renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Minor Renovations

ensure that the minor renovations are only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm 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) Appearance of Minor Renovations

ensure the minor renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Noise During Minor Renovations

ensure the minor renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(h) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

DL

(i) Debris

ensure that any debris and rubbish associated with or generated by the minor renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(j) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(k) Protection of Building

protect all areas of the building outside your apartment which are affected by the minor renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the minor renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(l) Daily Cleaning

clean any part of the common areas affected by the minor renovations on a daily basis and keep all of those common areas clean, neat and tidy during the minor renovations,

(m) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(n) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the minor renovations on reasonable notice,

(o) Vehicles

ensure that no contractor's vehicles obstruct the common areas including the driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(p) Security

ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the minor renovations,

(q) Variation to Minor Renovations

not vary the minor renovations without obtaining the written approval of the owners corporation or strata committee,

(r) Costs of Minor renovations

pay all costs associated with the minor renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the minor renovations.

4.3 After the Minor Renovations

After the minor renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the minor renovations have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the minor renovations on reasonable notice,

(c) Restore the Common Areas

restore all common areas damaged by the minor renovations as nearly as possible to the state which they were in immediately prior to commencement of the minor renovations,

(d) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the minor renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(e) Acoustic Consultant's Report

if the minor renovations involved removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings.

4.4 Enduring Obligations

You must:

(a) Maintenance of Minor Renovations

properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,

(b) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the minor renovations in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the minor renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

06

(d) Flooring

ensure that any floor coverings installed or exposed in an apartment during the minor renovations are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(e) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the minor renovations or the altered state or use of any of the common areas arising from the minor renovations or your breach of this by-law,

(f) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the minor renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the minor renovations or repair any damage to the building caused by the minor renovations,

(g) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the minor renovations and the requirements of the local council concerning the minor renovations.

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other apartment during or as a result of the minor renovations, or
- (b) cleaning any part of the common area as a result of the minor renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the minor renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Approvals

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

8. Specification of Additional Minor Renovations

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

9. Decision of Owners Corporation not to Maintain Minor Renovations

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

Special By-Law 41 – Major Renovations

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out major renovations to a common area in the building in connection with your apartment or to your apartment.

2. Definitions & Interpretation

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

- (a) "Act" means the Strata Schemes Management Act 2015,
- (b) "apartment" means a lot in the strata scheme,
- (c) "annexure" means the annexure to this by-law,
- (d) "building" means the building in the strata scheme in which your apartment is located,
- (e) "common area" means the common property in the strata scheme,
- (f) "cosmetic work" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (g) "major renovations" means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
 - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,
 - (ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,
 - (iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
 - (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979,

but cannot include cosmetic work or minor renovations,

- (h) "minor renovations" means minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
- (i) "strata scheme" means the strata scheme to which this by-law applies, and
- (j) "you" means an owner of an apartment and includes your successors in title.

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

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- (f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Major Renovations Approval Process

3.1 Major Renovations Require Approval

You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.

3.2 The Approval Process

3.2.1 If you wish to carry out major renovations you must make an application to the owners corporation in order to seek its approval of the major renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

- (a) your name, address and telephone number,
- (b) your apartment and lot number,
- (c) details of the major renovations,
- (d) drawings, plans and specifications for the major renovations,
- (e) an estimate of the duration and times of the major renovations,
- (f) details of the persons carrying out the major renovations including the name, licence number, qualifications and telephone number of those persons,
- (g) details of arrangements to manage any resulting rubbish or debris arising from the major renovations.

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the major renovations will involve alterations or additions to a common area.

3.2.5 The owners corporation may request that a special by-law be drafted by a solicitor for certain major renovations where the form annexed to this by-law is not appropriate and may require further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.6 The owners corporation may engage a consultant to assist it review your application.

3.2.7 The owners corporation may:

- (a) approve your application either with or without conditions, or
- (b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Major Renovations

4.1 Before the Major Renovations

4.1.1 Before commencing the major renovations, you must:

(a) **Prior Notice**

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations,

(b) Local Council Approval

if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

(c) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the major renovations holds a current:

- (i) licence,
- (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- (v) workers compensation insurance policy, and
- (vi) home building compensation fund insurance policy under the Home Building Act 1989 for the major renovations (if required by law),

(d) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the major renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

(e) Acoustic Consultant's Report

if the major renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(f) Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(g) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

(h) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for major renovations including any consultant's costs.

4.1.3 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the major renovations and if you have already begun the major renovations you must immediately stop them.

4.2 During the Major Renovations

During the major renovations you must:

(a) Standard of Workmanship

ensure the major renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Major Renovations

make certain the major renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Major Renovations

make sure the major renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Major Renovations

ensure that the major renovations are only carried out between the hours permitted by the Local Council or if the Local Council does not prescribe any such hours then between of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm on Monday – Friday 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) Appearance of Major Renovations

ensure the major renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Supervision of Major Renovations

ensure that the major renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

(h) Noise During Major Renovations

ensure the major renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

DL

(i) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(j) Debris

ensure that any debris and rubbish associated with or generated by the major renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(k) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(l) Protection of Building

protect all areas of the building outside your apartment which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(m) Building Integrity

keep all areas of the building affected by the major renovations structurally sound during the major renovations and make sure that any holes or penetrations made during the major renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

(n) Daily Cleaning

clean any part of the common areas affected by the major renovations on a daily basis and keep all of those common areas clean, neat and tidy during the major renovations,

(o) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(p) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the major renovations on reasonable notice,

(q) Vehicles

ensure that no contractor's vehicles obstruct the common areas including the driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(r) Security

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the major renovations,

(s) Variation to Major renovations

not vary the major renovations without obtaining the prior written approval of the owners corporation,

(t) Costs of Major renovations

pay all costs associated with the major renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the major renovations.

4.3 After the Major Renovations

After the major renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the major renovations have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the major renovations on reasonable notice,

(c) Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the major renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

(d) Restore the Common Areas

restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the major renovations,

(e) Engineer's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the major renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

(f) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the major renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(g) Acoustic Consultant's Report

if the major renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

4.4 Enduring Obligations

You must:

(a) Maintenance of Major Renovations

properly maintain the major renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those major renovations,

(b) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the major renovations in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the major renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Flooring

if the major renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(e) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the major renovations or the altered state or use of any of the common areas arising from the major renovations or your breach of this by-law,

(f) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the major renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the major renovations or repair any damage to the building caused by the major renovations,

(g) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the major renovations and the requirements of the local council concerning the major renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other apartment during or as a result of the major renovations, or

(b) cleaning any part of the common area as a result of the major renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the major renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

(a) rectify the breach,

(b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

(c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Common Property Rights By-Law

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

DG

ANNEXURE TO MAJOR RENOVATION BY-LAW

Motion and By-Law for Major Renovations

That the owners corporation specially resolves pursuant to sections 108 and 141 of the Strata Schemes Management Act 2015 to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

Special By-Law No. ... – Major Renovations and Building Works (Lot)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

“Lot” means Lot in the Strata Scheme;

“Owner” means the owner for the time being of the Lot (being the current owner and all successors);

“Plans” means the plans/drawings prepared by and dated attached to this by-law;

“Major Renovations” means the alterations and additions to the Lot and common property described and shown in the Plans being

“Major Renovations By-Law” means Special By-Law No. 3 – Major Renovations as amended from time to time;

“Strata Scheme” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
 - (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;
on the conditions of this by-law.

4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

Special By-Law 42 – Proxies

1. Introduction

This by-law sets out rules that must be followed if a person has been given a surplus of proxies.

2. Definitions & Interpretation

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

- (a) "Act" means the Strata Schemes Management Act 2015,
 - (b) "earliest proxy appointment forms" means the proxy appointment forms that were received by the person prior to the proxy threshold being exceeded by that person,
 - (c) "meeting" means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
 - (d) "Regulations" means the Strata Schemes Management Regulation 2016,
 - (e) "person" means the person referred to in clause 3.1 of this by-law,
 - (f) "proxy" means a duly appointed proxy for the purposes of the Act,
 - (g) "proxy appointment form" means an instrument appointing a proxy in the form prescribed by the Regulations,
 - (h) "proxy election" means a decision identifying the proxy appointment forms the person will and will not use or be able to use at any meeting in relation to which the proxy appointment forms are to operate,
 - (i) "proxy giver" means an owner who appoints or purports to appoint a proxy by way of a proxy appointment form,
 - (j) "proxy threshold" means the total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution at a meeting, namely:
 - (A) if the strata scheme has 20 lots or less, one,
 - (B) if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
 - (k) "strata scheme" means the strata scheme to which this by-law applies, and
 - (l) "surplus of proxies" means more than one proxy appointment form appointing the person as proxy for a meeting and the total number of proxy appointment forms the person has been given for that meeting:
 - (A) exceeds the proxy threshold for that person, or
 - (B) results in the proxy threshold being exceeded by that person,
 - (m) "you" means the owner of a lot in the strata scheme.
- 2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
 - (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
 - (c) words importing the singular number include the plural and vice versa,
 - (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
 - (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
 - (f) the provisions of this by-law operate to the extent permitted by law, and
 - (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Rules Where Proxy Threshold Exceeded

- 3.1 If a person has been given a surplus of proxies the person must make a proxy election.

3.2 A proxy election must be communicated by that person to the secretary of the owners corporation:

(a) (in the case of a large strata scheme) at least 24 hours before the meeting in relation to which any of the proxy appointment forms that are the subject of the proxy election are to operate, or

(b) (in any other case) before the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.

3.3 A proxy election does not have to be communicated by that person to any proxy giver unless it is a condition of the appointment of that person as proxy of the proxy giver that the person must communicate any proxy election that relates to the proxy giver to the proxy giver.

3.4 If that person does not make a proxy election within the time stipulated by clause 3.2 of this by-law, the chairperson must make the proxy election at the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.

3.5 A proxy election by that person or the chairperson must:

(a) give priority to the earliest proxy appointment forms; and

(b) result in those earliest proxy appointment forms being able to be used by the person at the meeting in relation to which those proxy appointment forms are to operate.

3.6 Despite clause 3.5 of this by-law, if that person or the chairperson who makes the proxy election cannot determine the earliest proxy appointment forms, a proxy election may be made in any manner determined by the person or chairperson who makes the proxy election.

3.7 You must take all reasonable steps to ensure that a person you appoint as proxy complies with this by-law.

Special By-Law 43 – Compliance with Planning and Other Requirements

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

Special By-Law 44 – 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.

Special By-Law 45 – Notice-board

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

Special By-Law 46 – Service of Documents

- (1) Each owner or occupier of a lot not in occupation of his lot shall notify in writing to the secretary of the owners corporation an address for service, failing which the posting of all notices to his lot or the leaving of the same in the letter box for his lot shall, for all purposes, constitute effective service on him.
- (2) A document or notice may be served by the owners corporation, its secretary or any member of the strata committee on the owner or occupier of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address.

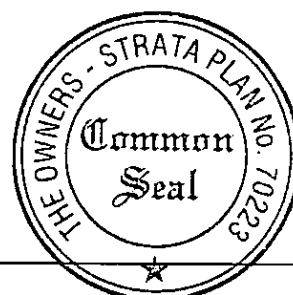
- (3) A notice or document served on an owner or occupier by email in accordance with this by-law is deemed to have been served when transmitted by the sender, provided that the sender does not receive an electronic notification of unsuccessful transmission (i.e. bounce back or undelivered message) within 24 hours.
- (4) An owner or occupier is responsible for keeping the strata managing agent informed of their current email address.
- (5) An owner or occupier who provides an email address will no longer receive mailed copies of a document or notice, unless required pursuant to the Strata Schemes Management Act 2015.
- (6) The owners corporation is empowered to send notices and correspondence in accordance with the voting procedure adopted by the owners corporation at general meeting pursuant to the Strata Schemes Management Act 2015.

The seal of The Owners-Strata Plan No 70223 was affixed on 17th April 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): 

Name(s) [use block letters]: DANIEL GOODWIN

Authority: STRATA MANAGING AGENT



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 19/02/2020 16:09
Order No. 61062158
Certificate No: 94111749
Your Reference: BK-20/1670
Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AK969249
Available: Y
Size (KB): 795
Number of Pages: 20
Scan Date and Time: 21/02/2017 10:00

© Office of the Registrar-General 2020

SAI Global Property Division 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.



AK969249B

Form: 15CB
Release: 4.0**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

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 CB/SP70223	
(B) LODGED BY	Document Collection Box Name, Address or DX, Telephone, and Customer Account Number if any John Harrow Lot 20, 149-151 Gannons Rd. Caringbah, NSW, 2229 (02) 9523 5276 mob. 0408 964 632 Reference:	CODE CH. CB

- (C) The Owners-Strata Plan No. 70223 certify that pursuant to a resolution passed on **2 NOV. 2016** and
- (D) in accordance with the provisions of ~~section 52 Strata Schemes Management Act 1996~~ **136 OF STRATA SCHEMES MANAGEMENT ACT 2015** the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. 37 & 38 *JA*
 Amended by-law No. NOT APPLICABLE
 as fully set out below:

Special By Law 37 - The connection of Fridges &/or Freezers in garages to the common property electricity meter.

The Owners Corporation of Strata Plan 70223 specially resolves:

THAT an owner or occupier of any lot must not connect any fridge, freezer or other refrigeration device in the garage of their respective lot to any electrical supply point connected to the electricity meter for which the usage of such electricity is payable by the owners corporation, unless the relevant owner or occupier of such lot has first executed an agreement, in the form approved by the owners corporation from time to time, permitting the relevant owner or occupier to connect such fridge, freezer or other refrigeration device to such electricity supply point.

SPECIAL BY LAW 38- THE USE OF CLOTHES DRYERS IN GARAGES.

THAT THE OWNERS CORPORATION OF STRATA PLAN 70223 SPECIALLY RESOLVES THAT AN OWNER OR OCCUPIER OF ANY LOT MUST NOT, EXCEPT WITH THE CONSENT IN WRITING OF THE OWNERS CORPORATION, USE IN ANY GARAGE OF THAT LOT AN ELECTRICALLY POWERED CLOTHES DRYER.

- (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. 70223 was affixed on **2 NOV DEC. 2016** in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

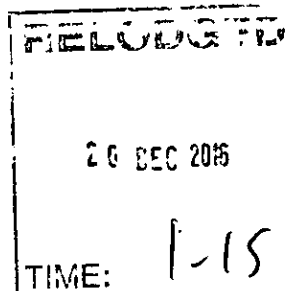
Name: John Harrow

Authority: Secretary SP70223 E C.

Signature:

Name:

Authority:



I JOHN HARROW AM AUTHORIZED TO MAKE THIS AMENDMENT

JOHN HARROW Affirmed 16-2-2017

REGISTERED BY-LAWS OF STRATA PLAN 70223 "BAYSIDE" 149-151 GANNONS RD, CARINGBAH

1. Noise

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

2. Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the Owners Corporation.
- (2) Notwithstanding the above, the occupier of a unit may park a motor vehicle on common property in one of the four designated resident vehicle only designated parking spaces, but only under the following circumstances:-
 - (a) The occupier shall not be allowed to park any motor vehicle in the resident vehicle only parking spaces if their garage is used exclusively for purposes other than parking of their motor vehicle;
 - (b) The resident only vehicle parking spaces shall not be occupied for more than 48 hours continuous parking.
- (3) Visitors may park a motor vehicle on common property in one of the four designated visitor vehicle only parking spaces on the basis that the car space shall not be occupied for more than 48 hours continuous parking.
- (4) In this By-Law:
"motor vehicle" means registered motor vehicle;
"garage used exclusively for purposes" means a garage is used so as to exclude the capacity to garage a motor vehicle.

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 subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or 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 used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (e) any devices referred to in special by-law (Modifications & Additions) and special by-law (Air-Conditioners) on the terms and conditions therein.
- (4) Any such hereof must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the rest of the building.
- (5) Despite Section 62, 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 subclause (2) 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 subclause (2) that forms part of the common property and that services the lot.

6. Behaviour of owners and occupiers



REGISTERED BY-LAWS OF STRATA PLAN 70223 "BAYSIDE" 149-151 GANNONS RD, CARINGBAH

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 etc. 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. Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other articles on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

11. Cleaning windows and door

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specific part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

12. 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, gasses 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.

13. Moving furniture etc. on or through common property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specific manner.
- (3) If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

14. Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

REGISTERED BY-LAWS OF STRATA PLAN 70223 "BAYSIDE" 149-151 GANNONS RD, CARINGBAH

15. 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 refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, 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);
 - (e) must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove anything 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 refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, 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.

Special By-Law 16. Keeping of Animals

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or on the common property.
- (2) 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;
 - (b) keep the animal within the lot;
 - (c) carry the animal when it is on the common property except when in transit to or from the lot;
 - (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;
 - (e) take all reasonable steps to ensure that the animal does not interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.
- (3) If the Owners Corporation consents to the keeping of an animal on the lot or the common property, the Owners Corporation may grant its consent on such conditions that it may think reasonable in its absolute discretion and in all events the provisions of By-Law 16(2) and 16(4) hereunder shall apply.
- (4) In the event that an owner or occupier of a lot upon which an animal is kept, after notice, consistently fails to comply with any matters set out in By-Law 16 (2) (a) to (e) hereof or any conditions imposed by the Owners Corporation pursuant to By-Law 16(3) then the Owners Corporation may terminate the right of the owner or occupier to keep an animal.

17. 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 washing, towel, bedding, clothing or other articles as referred to in By-Law 10.

18. Change in use of lot to be notified

REGISTERED BY-LAWS OF STRATA PLAN 70223 "BAYSIDE" 149-151 GANNONS RD, CARINGBAH

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).

19. 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 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) telecommunication services (for example, cable television)
- (2) If the Owners Corporation makes a resolution referred to in subclause (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.

Special By-Law 20, Rectification of Settlement Cracks

- (1) Pursuant to Section 62(3), the Owners Corporation will not be responsible to repair any damage or defect to the common property walls or ceilings within any lot space provided that:
 - (a) Any damage or defect is limited to settlement or shrinkage cracks that do not affect the structural integrity of the building/s;
 - (b) the damage has not been caused by impact or other insurable events;
 - (c) the damage has no material effect upon the utility of a lot.
- (2) If a dispute arises with the owner of a lot in the strata scheme in respect of subclause 1(a), a structural engineer must make the decision as to whether the subject damage or defect is the result of settlement or shrinkage or is a structural or other defect.
- (3) If a structural engineer is appointed pursuant to clause 2, the professional costs shall be borne by the Owners Corporation if the damage or defect is determined to be a structural defect, or by the owner of the subject lot if the damage or defect is determined to be caused by settlement or shrinkage.

Special By-Law 21. Alterations & Additions to Fire Doors

A) Definitions

- (a) The following terms are defined to mean:

'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures. 'Original Condition' means the condition at the date of registration of the strata scheme.
- (b) Where any terms used in this By-Law are defined in the Strata Scheme Management Act 1996, they will have the same as those words are attributed under that Act,

B) Duties of Owners

- (a) Notwithstanding By-Law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not
- (b) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the Owners Corporation; and
- (c) make any alterations or additions to a Fire Door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

C) Liability

1. An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the Owners Corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.

REGISTERED BY-LAWS OF STRATA PLAN 70223 "BAYSIDE" 149-151 GANNONS RD, CARINGBAH

2. An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the Owners Corporation, and will reinstate the Fire Door to its Original Condition immediately after it has occurred.

D) Indemnity

- i) An owner of a lot must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.

E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this By-Law, then the Owners Corporation may:

- i) carry out all work necessary to perform the obligation;
- ii) enter upon any part of the parcel to carry out that work, and
- iii) recover the costs of carrying out that work as a debt from the owner of the lot.

By-Law 22. (Modifications and Additions)

1. Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the "devices") to service the owners lot within the strata scheme subject to the following terms and conditions:
- (a) The owners of any lot proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;
 - (b) the devices shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;
 - (c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;
 - (d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
 - (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - (h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - (i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;
 - (j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.
- (2) In the event that an owner or occupier of a lot to which any devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the, strata scheme buildings. The proposal must be decided by vote at a general meeting.

REGISTERED BY-LAWS OF STRATA PLAN 70223 "BAYSIDE" 149-151 GANNONS RD, CARINGBAH

Special By-Law 23. Exhaust Fan By-Law

Pursuant to section 62(3) of the Act, the Owners Corporation has deemed that it is inappropriate to maintain, renew, repair or replace any exhaust extraction fan located within the ceiling space of each lot provided that the damage to the fan has not been caused by an insurable event.

Special By-Law 24 Installation of Air-Conditioners

- (1.) Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:
- (a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;
 - (b) The air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
 - (c) The air-conditioner must be installed in a location and in such a way that it is not readily visible from the common property or the street front or any other public areas bounding the strata scheme;
 - (d) The owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (e) The installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (f) The air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
 - (g) The air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
 - (h) Any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - (i) The air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - (j) The air-conditioner and all filters must be regularly cleaned by the owner;
 - (k) the owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the air conditioner is to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the air-conditioner.

Special By-Law 25. Absolution of Lock Maintenance

Pursuant to Section 62 (3), the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any locking mechanism fitted to any door, window or other opening (including the mailbox lock) on the boundary of any part of an owners lot within the strata scheme.

Special By-Law 26. Individual Garage Doors and Motors

Pursuant to Section 62 (3), the Owners Corporation has deemed that it is inappropriate to repair, maintain or replace any individual garage door and its garage door motor and all associated components.

Special By-Law 27. (Access for Inspection of Fire Service)

A) Definitions

The following terms are defined to mean:

REGISTERED BY-LAWS OF STRATA PLAN 70223 "BAYSIDE" 149-151 GANNONS RD, CARINGBAH

'Agents' means the Strata Managing Agent, Executive Committee or any Fire Safety Contractor or personnel engaged by the Owners Corporation.

'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.

'Fines' or 'Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by a local council or other statutory or lawful authority or penalty charges imposed by a contractor or agent engaged by the Owners Corporation.

'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.

Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those terms are attributed under that Act

B) Duties of Owners

In relation to the Owners Corporations responsibility to obtain Annual Fire Safety Statements pursuant to the Environmental, Planning and Assessment Act 1979 and section 65(1) of the Strata Schemes Management Act 1996 the owner of a lot is responsible for ensuring;

- (a) that where necessary the Owners Corporation or its Agents have reasonable access to
- (b) the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
- (c) the occupants of the lot do not deny, obstruct or unreasonably delay access by the Owners Corporation or their Agents for the purposes of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.

C) Duties of the Owners Corporation

The Owners Corporation or their Agents must provide the occupants of the lot with a minimum of seven (7) days notice that access to the lot is required for the purposes of carrying out any works described in sub-clause B).

D) Indemnity

- i) The owner of a lot indemnifies the Owners Corporation against any loss or damage that the Owners Corporation may suffer from Fines, Re-inspection Fees or any other costs that may be incurred by the Owners Corporation if access to the lot to conduct the necessary Fire Safety Inspections cannot be obtained by the cause or neglect of the occupant or the failure of the owner to fulfil their obligations as provided in clause B) of this By-Law;
- ii) the owner of a lot indemnifies the Owners Corporation for any costs that may be incurred by the replacement of faulty fire safety equipment within the lot that is essential for the Annual Fire Safety Statement to be issued.

E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;

- i) Carry out all work necessary to perform the obligation;
- ii) enter upon any part of the parcel to carry out that work; and
- iii) recover the costs of carrying out that work as a debt from the owner of the lot by way of a levy charged to the lot.

Special By Law No 28. Compensation to Owners Corporation

A) Definitions

The following terms are defined to mean:

'Costs' including any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot.

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan.

'Owners Corporation Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'The Act' means the Strata Schemes Management Act 1996.

REGISTERED BY-LAWS OF STRATA PLAN 70223 "BAYSIDE" 149-151 GANNONS RD, CARINGBAH

'Works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

B) Rights and Obligation of Owners

A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporation agents or the lot owners agents.

A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.

A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporation agents.

Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

In the event that a lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(v) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

The Owners Corporation must serve upon the owner a written notice of the contribution payable;

The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

Special By-Law 29. Smoking on the Premises

For the purposes of this By-law by definition:-

- a) "Smoke" means smoke, hold or otherwise have control over ignited tobacco or any other product that is intended to be smoked and is ignited;
- b) "The property" means all lots and the common property of the strata scheme;
- c) An owner of a lot and a director or shareholder of a corporate owner shall be an occupier of that lot if he or she resides in that lot.

This By-law does not prohibit smoking within a lot provided that:-

- a) The person resides in, or is a visitor in a lot within which the smoking occurs.
- b) The person does not smoke within any other part of the building or on any area regarded as common property of the Owners Corporation.
- c) The smoke generated by the person is not discernable in any other lot inclusive of balcony or terrace or by any person being on common property of the Owners Corporation.
- d) The smoke does not enter or pass through any air conditioning serving the building including gaps, vents, wall or roof voids;

If a person, not being an owner or occupier of a lot, smokes in the lot the occupier of the lot breaches this By-law unless:-

- a) The person not being an owner or occupier complies with conditions 2 c, & d.
- b) The occupier did not know, or could not reasonably be expected to have known, that the person was smoking in the lot; OR
- c) Upon becoming aware that the person was smoking in the lot, the owner or occupier requests that the person smoking to immediately cease smoking, pursuant the person complies, or to immediately leave the property, pursuant the person complies.

REGISTERED BY-LAWS OF STRATA PLAN 70223 "BAYSIDE" 149-151 GANNONS RD, CARINGBAH

If a person, not being the owner or occupier of a lot, smokes on the common property, the person, being an owner or occupier of a lot or executive committee member who invited that person onto the common property, or with whose permission the person remains on the common property, breaches the By-law unless:

- a) He or she did not know, or could not reasonably be expected to have known, that the person was smoking on the common property; or
- b) Upon becoming aware that the person is smoking on the common property the owner or occupier requests the person smoking to immediately cease smoking, pursuant that the person complies or leaves the property pursuant that the person complies

Special By-Law 30. Hard Surface Flooring and Wall Tiling

PART 1

GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the scheme, the Owner has the special privilege (at the Owner's cost and to remain the Owner's fixture) to carry out the Works and exclusive use of the area in which the Works are carried out subject to the terms and conditions contained in Part 3 of this by-law.

THIS BY-LAW TO PREVAIL

1.2 If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the Strata Schemes Management Act, 1996 (NSW).
- (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 149-151 Gannons Road, Caringbah.
- (d) **Council** means Sutherland Shire Council.
- (e) **Essential Works** means any essential maintenance, repair, replacement, upgrading, or emergency works that the Owners Corporation is required to do under section 65(1) of the Act or any other law to any part of common property structure or services.
- (f) **Hard Surface Flooring** means any hard surface flooring including floating floors, timber floor boards, parquetry, natural or reconstituted stone or tiles.
- (g) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) for at least the minimum sum of \$10,000,000;
 - (ii) insurance required under the Home Building Act, 1989 (NSW) (if any); and
 - (iii) workers' compensation insurance.
- (h) **Lot** means any lot in strata plan 70223.
- (i) **Owner** means the owner(s) of the Lot.
- (j) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 70223.
- (k) **Wall Tiling** means any tiles installed to the walls of the Lot, with waterproofing of membrane if required.
- (l) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owners' installation, repair, maintenance and replacement (if necessary), of Hard Surface Flooring and/or Wall Tiling together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the provisions of this by-law.

2.2 Interpretation

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;

REGISTERED BY-LAWS OF STRATA PLAN 70223 "BAYSIDE" 149-151 GANNONS RD, CARINGBAH

- (c) any terms in the by-law will have the same meaning as those defined in Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

3.1.1 Prior to the commencement of the Works, the Owner shall:

- (a) request in writing that the Owners Corporation approve the laying of Hard surface Flooring and/or Wall Tiling in accordance with Special By-Law 30 and provide the following information to the Owners Corporation in respect of the proposed installation:
 - (i) a diagram depicting the location of all parts of the Works; and
 - (ii) the manufacturer or supplier's brochure setting out the specifications of the Works;
- (b) obtain written approval (based on the information provided in paragraph (a) above) for the location, type, size, sound and energy rating of the Works from the Owners Corporation.
- (c) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (d) provide to the Owners Corporation if requested, a report from a qualified acoustic engineer certifying that the Works when completed will not be in breach of this by-law;
- (e) provide a report if requested by the Owners Corporation from an engineer nominated by the Owners Corporation concerning the impact of the Works on the structural integrity of the Building and common property;
- (f) prepare and provide to the Owners Corporation:
 - (i) a new by-law under section 52 of the Act and a special resolution pursuant to section 65A of the Act; and
 - (ii) the Owner's written consent to the passing of the by-law and consent to be responsible for maintenance, repair and replacement of the Works,

such by-law, special resolution and consent to be prepared substantially in terms of the forms attached at **Annexure A** and to be considered at a general meeting of the Owners Corporation; and

- (g) effect and maintain Insurance and if requested, provide a copy to the Owners Corporation.

3.2 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any Authority including any fire safety regulations;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption to other Lot Owners, occupiers or adjoining property owners;
- (d) carry out the installation between the hours of 8:30am and 5:30pm Mondays – Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- (e) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;

REGISTERED BY-LAWS OF STRATA PLAN 70223 "BAYSIDE" 149-151 GANNONS RD, CARINGBAH

- (h) ensure that the installation 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 in this event the Owner must rectify that interference or damage within a reasonable period of time;
- (i) 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
- (j) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.

3.3 After installation of the Works

3.3.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the installation of the Works has been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation;
- (d) if requested by the Owners Corporation, provide an acoustic engineer's report which certifies that the Works have been installed in compliance with this by-law together with certification that the installation meets the sound-rating criteria specified in clause 3.2 (b) (or such other sound-rating criteria as may be adopted by the Owners Corporation relying on qualified acoustic engineer's advice from time to time);
- (e) if requested by the Owners Corporation, provide a 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 the terms of 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.

3.3.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs 3.3.1 (a) to (e) immediately above have been complied with.

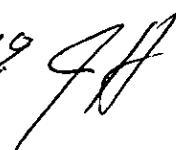
3.4 Enduring rights and obligations

The Owner must:

- (a) must maintain, repair, renew and replace, if necessary, the Hard Surface Flooring and/or Wall Tiling;
- (b) must maintain, repair, renew and replace, if necessary, those parts of the common property in contact with the Hard Surface Flooring and/or Wall Tiling;
- (c) remains liable for any damage to any lot or common property arising for or in connection with the Hard Surface Flooring and/or Wall Tiling and its use, maintenance, renewal, repair or replacement (including to the Lot);
- (d) must ensure that all Hard Surface Flooring (or any replacement Hard Surface Flooring) 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 irrespective of and in addition to its other obligations under this or any other by-law.

In determining whether there is a breach of this clause, the Hard Surface Flooring must at the least comply with a L_{nw} and C_1 rating of 62 pursuant to the Australian soundproofing standards for Hard Surface Hard Surface Flooring in residential apartments based on the following standards/tests:

- (i) ISO 140-7: 1998 "Acoustics – measurement of sound insulation in building and of building elements – Part 7: Field measurement of impact sound insulation of floors"; and
 - (ii) ISO 717-2: 1996 "Acoustics – rating of sound insulation in buildings and of building elements – Part 2 Impact sound insulation".
- (e) must take all reasonable daily measures to inhibit the transmission of noise to another Lot such as:
- (i) the removal of shoes likely to transmit noise;
 - (ii) preventing or minimising vibrations emitted from the use of stereos, televisions, furniture or machinery; and
 - (iii) preventing or minimising any other noise likely to cause a nuisance to another Lot Owner or occupier as a result of use of the Lot;



REGISTERED BY-LAWS OF STRATA PLAN 70223 "BAYSIDE" 149-151 GANNONS RD, CARINGBAH

- (f) subject to paragraphs (g) and (h) below, indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Hard Surface Flooring and/or Wall Tiling or any replacement Hard Surface Flooring and/or Wall Tiling including its renewal or replacement under this by-law;
- (g) (i) accepts full responsibility for any loss, damage to or destruction of the Hard Surface Flooring (or any replacement Hard Surface Flooring) or any part of it caused by the Owners Corporation (or its officers, employees, contractors or agents) carrying out Essential Works; and
- (ii) acknowledges that the Owners Corporation shall have no obligation whatsoever to repair or reinstate any Hard Surface Flooring or any replacement Hard Surface Flooring damaged or destroyed by Essential Works,

where the Owner or occupier is in breach of clause 3.5; and

- (h) indemnifies and shall keep indemnified the Owners Corporation, its officers, employees, contractors and agents for and against any costs or losses arising out of or for or in connection with Hard Surface Flooring including its use and any loss, damage to or destruction of the Hard Surface Flooring or replacement Hard Surface Flooring caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where the Owner or occupier is in breach of clause 3.5.

3.5 Essential works

No Owner or occupier shall impede, inhibit, refuse, interfere with, restrict, hinder or obstruct the Owners Corporation's (or its officers, employees, contractors or agents) lawful entry, access, penetration to or removal of all or any part of the Hard Surface Flooring and/or Wall Tiling or any replacement Hard Surface Flooring to carry out Essential Works to the common property which may be attached to, in, under or about the Hard Surface Flooring (or any replacement Hard Surface Flooring) including the common property structures or services including the concrete slab, electrical, plumbing or other services provided that the Owners Corporation shall give prior notice to the Owner or occupier (emergencies excepted).

3.6 Failure to comply with this by-law

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

- (a) carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

3.7 Ownership of Works

The Works will always remain the property of the Owner.

3.8 Applicability

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

3.8.2 This by-law applies to all Hard Surface Flooring and/or Wall Tiling installed prior to and after this by-law being made.

Special Exclusive Use By-Law 31. Hard Surface Flooring and Wall Tiling – Lot 1

The provisions of Parts 1, 2, and 3 of Special By-law No. 30 are adopted for the purposes of this by-law with the exception of the amendment of the definition of "Lot" as follows:

- h.) "Lot" means Lot 1 in strata plan registration no 70223.

Special Exclusive Use By-Law 32. Hard Surface Flooring and Wall Tiling – Lot 15

The provisions of Parts 1, 2, and 3 of Special By-law No. 30 are adopted for the purposes of this by-law with the exception of the amendment of the definition of "Lot" as follows:

- h.) "Lot" means Lot 15 in strata plan registration no 70223.

Special Exclusive Use By-Law 33. Hard Surface Flooring and Wall Tiling – Lot 4

The provisions of Parts 1, 2, and 3 of Special By-law No. 30 are adopted for the purposes of this by-law with the exception of the amendment of the definition of "Lot" as follows:

REGISTERED BY-LAWS OF STRATA PLAN 70223 "BAYSIDE" 149-151 GANNONS RD, CARINGBAH

h.) "Lot" means Lot 4 in strata plan registration no 70223.

Special Exclusive Use By-Law 34. Hard Surface Flooring and Wall Tiling – Lot 19

The provisions of Parts 1, 2, and 3 of Special By-law No. 30 are adopted for the purposes of this by-law with the exception of the amendment of the definition of "Lot" as follows:

h.) "Lot" means Lot 19 in strata plan registration no 70223.

Special Exclusive Use By-Law 35. Hard Surface Flooring and Wall Tiling – Lot 13

The provisions of Parts 1, 2, and 3 of Special By-law No. 30 are adopted for the purposes of this by-law with the exception of the amendment of the definition of "Lot" as follows:

h.) "Lot" means Lot 13 in strata plan registration no 70223.

Special By-Law No.36 – Balcony Doors (Lot 12)

1. Introduction

- 1.1 This by-law authorises Works to be conducted on Common Property by the Owner.
- 1.2 This by-law further grants to the Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

2. Definitions & Interpretation

2.1 In this by-law:

"Building" means the building to which the Works are attached.

"Common Property" means the common property for the Strata Scheme.

"Development Act" means the *Strata Schemes (Freehold Development) Act 1973*.

"Executive Committee" means the executive committee of the Owners Corporation.

"Lot" means lot 12 within the Strata Scheme.

"Management Act" means the *Strata Schemes Management Act 1996*.

"Owner" means the owner of the Lot for the time being.

"Owners Corporation" means the owners corporation for the Strata Scheme.

"Strata Managing Agent" means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

"Strata Plan" means the strata plan for the Strata Scheme.

"Strata Scheme" means the Strata Scheme in respect of which this by-law applies.

"Strata Legislation" means the Development Act and the Management Act.

"Works" means enclosing or boarding up one balcony door separating the inside of the Lot from the balcony as shown in the attached photograph, provided that:

- (a) the internal panel is secured to the common property wall with self tapping screws;

REGISTERED BY-LAWS OF STRATA PLAN 70223 "BAYSIDE" 149-151 GANNONS RD, CARINGBAH

- (b) the external panel is affixed with wedges within the door jamb of the sliding door;
- (c) the internal & external panelling (identified as temporary) will look like the existing common wall, painted in similar colours; and
- (d) A raised black mural infill from Bunnings of a forest design, will be screwed to the external panel.

2.2 In this by-law:

- 2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- 2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- 2.2.3 words importing the singular number include the plural and vice versa,
- 2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,
- 2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- 2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- 2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and
- 2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

REGISTERED BY-LAWS OF STRATA PLAN 70223 "BAYSIDE" 149-151 GANNONS RD, CARINGBAH

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

- 3.1.1 Subject to the terms of this by-law, the Owner may and is given a special privilege to conduct the Works on the Common Property and has a special privilege to keep and maintain such of the Works as were done before this by-law was passed.

3.2 The Grant of Exclusive Use

- 3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common Property on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

- 3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

- 3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

4. Terms & Conditions

4.1 Before Commencement of the Works

- 4.1.1 Before commencing the Works the Owner must:

- 4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works;
- 4.1.1.2 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy,
- 4.1.1.3 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law, and the Owners Corporation is under no obligation to seal this by-law until those costs have been paid.

- 4.1.2 If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

- 4.1.3 The Works must not be conducted until this by-law is registered.

4.2 During the Conduct of the Works

- 4.2.1 During the Works the Owner must:

4.2.1.1 Standard of Workmanship

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

4.2.1.2 Appearance of the Works

REGISTERED BY-LAWS OF STRATA PLAN 70223 "BAYSIDE" 149-151 GANNONS RD, CARINGBAH

ensure the Works are carried out and completed in a manner which is in keeping with the rest of the Strata Scheme,

4.2.1.3 Debris

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

4.2.1.4 Storage of Building Materials on Common Property

make sure that no building materials are stored on Common Property,

4.2.1.5 Times for Renovations

ensure that the Works are only carried out between the hours of 7.00am – 4.30pm on Monday – Friday and 8am – 1pm Saturday are not performed on Sundays or public holidays,

4.2.1.6 Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 7.30am – 3.00pm Monday – Friday.

4.2.1.7 Interruption to Services

give the occupiers of other lots at least 48 hours' prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television and cable television,

4.2.1.8 Costs of Works

pay all costs associated with the Works,

4.2.1.9 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.2.1.10 Right of Access

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, the Owner must:

4.3.1.1 promptly notify the Owners Corporation that the Works are complete,

4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works,

4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).



REGISTERED BY-LAWS OF STRATA PLAN 70223 "BAYSIDE" 149-151 GANNONS RD, CARINGBAH

4.4 Enduring Obligations

The Owner must:

- 4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,
- 4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and
- 4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works.

4.5 Indemnity

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

4.6 Access

The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

5. Breach of this By-Law

- 5.1** If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:
 - 5.1.1 rectify any such breach,
 - 5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
 - 5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 5.2** Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

Special By Law 37. The connection of Fridges &/or Freezers in garages to the common property electricity Meter.

The Owners Corporation of Strata Plan 70223 specially resolves:

THAT an owner or occupier of any lot must not connect any fridge, freezer or other refrigeration device in the garage of their respective lot to any electrical supply point connected to the electricity meter for which the usage of such electricity is payable by the owners corporation, unless the relevant owner or occupier of such lot has first executed an agreement, in the form approved by the owners corporation from time to time, permitting the relevant owner or occupier to connect such fridge, freezer or other refrigeration device to such electricity supply point.

Strata Schemes Management Act 1996

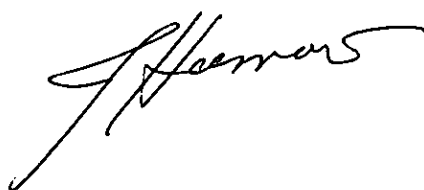
Division 1, Sec.41 & 42

REGISTERED BY-LAWS OF STRATA PLAN 70223 "BAYSIDE" 149-151 GANNONS RD, CARINGBAH

Special By Law 38. The use of Clothes Dryers in Garages.

The Owners Corporation of Strata Plan 70223 specially resolves:

THAT an owner or occupier of any lot must not, except with the consent in writing of the owners corporation, use in any garage of that lot an electrically powered clothes dryer.



AK 969 249

fil m

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 70223 was affixed on [^] 24-1-2017 in the
presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to
attest the affixing of the seal.

Signature: [Signature] Name: JOHN HARROW Authority: EXECUTIVE COMMITTEE SECRETARY

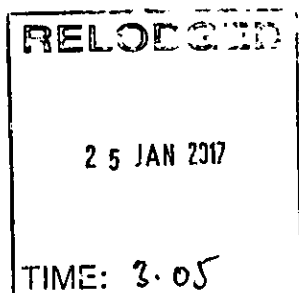
Signature: [Signature] Name: PETER WHITE Authority: EXECUTIVE COMMITTEE CHAIRMAN

[^] 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.



Created 2016

121

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 19/02/2020 16:09
Order No. 61062158
Certificate No: 94111748
Your Reference: BK-20/1670
Certificate Ordered: NSW LRS - Copy of Dealing - Dealing F212541
Available: Y
Size (KB): 423
Number of Pages: 3
Scan Date and Time: 03/04/1997 17:34

© Office of the Registrar-General 2020

SAI Global Property Division 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.

"A"

F212541

And the said transferees doth hereby for themselves their heirs
executors administrators and assigns or other the registered proprietors
for the time being of the land hereinbefore described covenant with
the said transferor her executors administrators and assigns:

- (i) That no fence shall be erected on the said land to divide
it from the transferor's adjoining land without the
consent of the said transferor but such consent shall not
be withheld if the fence shall be erected without expense
to the transferor and in favour of any person dealing
with the transferees such consent as aforesaid shall be
deemed to have been given in respect of any fences for the
time being erected.
- (ii) The benefit of the foregoing covenant shall be appurtenant
to the adjoining land of the transferor (being lot 105 in
Deposited Plan number 5179) but upon transfer of such
adjoining land or any part thereof the fencing covenant
shall become absolutely void unless a contrary intention
is expressed in the transfer.
- (iii) The burden of the foregoing covenant is upon the land
transferred by this instrument.
- (iv) The aforesaid covenant may be released varied or modified
by the registered proprietor for the time being of the land
to which the said covenant is appurtenant.

Signed at *Sydney* the *third* day of *April* 1950.

Signed in my presence by the transferor
who is personally known to me

J. J. Saunders
Suburban Sydney

L. M. Muir
Transferor.

Signed in my presence by the transferees
who are personally known to me

Therese
Sydney

Jeffrey Hunt
Korina J. Hunt
Transferees.

B



F212541

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

H 12 4 50 1

FEES 43 1950

Stamp duty

Endorsement...

Certificate

Co.

2:10

4.5.50

(Trusts must not be disclosed in the transfer.)

Any stamp or handwriting in this instrument should not extend beyond any margin. Handwriting should be clear and legible. This instrument must be on permanent black or blue paper. Copying in ink is prohibited.

If a less estate is transferred, the words "in fee simple" must be included in the required attestation.

If to two or more, state whether as joint tenants or tenants in common.

All the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot ... of the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or ... registered Vol. ... Fol. ...). Where the consent of a local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with Section 83 of the Conveyancing Acts, 1900-1943. Here also should be set forth any right-of-way or easement or exception.

Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

A very short note will suffice.

I, LILIAN MARGARET MUIR of Cronulla Spinster (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 TWO HUNDRED AND FIFTY POUNDS (£ 250.0.0) (the receipt whereof is hereby acknowledged) paid to me by GEORFREY HUNT of Concord Salesman and NORMA INES HUNT his wife

do hereby transfer to the said transferees as Joint Tenants ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part	Vol.	Fol.	
Cumberland	Sutherland Part		2053	101	Such part being lot 106 on Deposited Plan 5179.

And the transferee covenants with the transferor as per annexure hereto marked

ENCUMBRANCES, &c. REFERRED TO

NIL

Signed at Sydney the Third day of April 1950.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Signed Solicitor Sydney

L M Muir Transferor

Signed in my presence by the transferees

WHO ARE PERSONALLY KNOWN TO ME

Geoffrey Hunt
Norma I Hunt
Transferee(s)

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

Repeat attestation if necessary.

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."

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

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

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

Dated at _____ this _____ day of _____ 19 ____
Signed in my presence by _____

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY

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

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

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

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

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 be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH.
<i>N</i>	<i>Subject to Covenant</i>	To be filled in by person lodging dealing.
Checked by <i>[Signature]</i>	Particulars entered in Register Book, Volume <i>2053</i> Folio <i>61</i>	Received Docs. Nos.
Passed (in S.D.B.) by _____	the <i>15th</i> day of <i>June</i> 19 <i>50</i>	Receiving Clerk.
Signed by <i>[Signature]</i>	minutes past <i>12</i> o'clock in the _____ noon.	
	<i>[Signature]</i> Registrar-General	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch...		
Received from Records...	<i>DBA</i>	<i>25/5/50</i>
Draft written...	<i>[Signature]</i>	<i>26</i>
Draft examined...	<i>[Signature]</i>	<i>29.5</i>
Diagram prepared...		
Diagram examined...		
Draft forwarded...		
Supt. of Engrossers...		
Cancellation Clerk...	<i>[Signature]</i>	<i>2.5.50</i>
VOL. 6151 FOL 223		

K 1105 54 497-W

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of 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 the 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.

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

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

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

Tenants in common must receive separate Certificates.

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

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 19/02/2020 16:09

Order No. 61062158

Certificate No: 94111747

Your Reference: BK-20/1670

Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 1257172

Available: Y

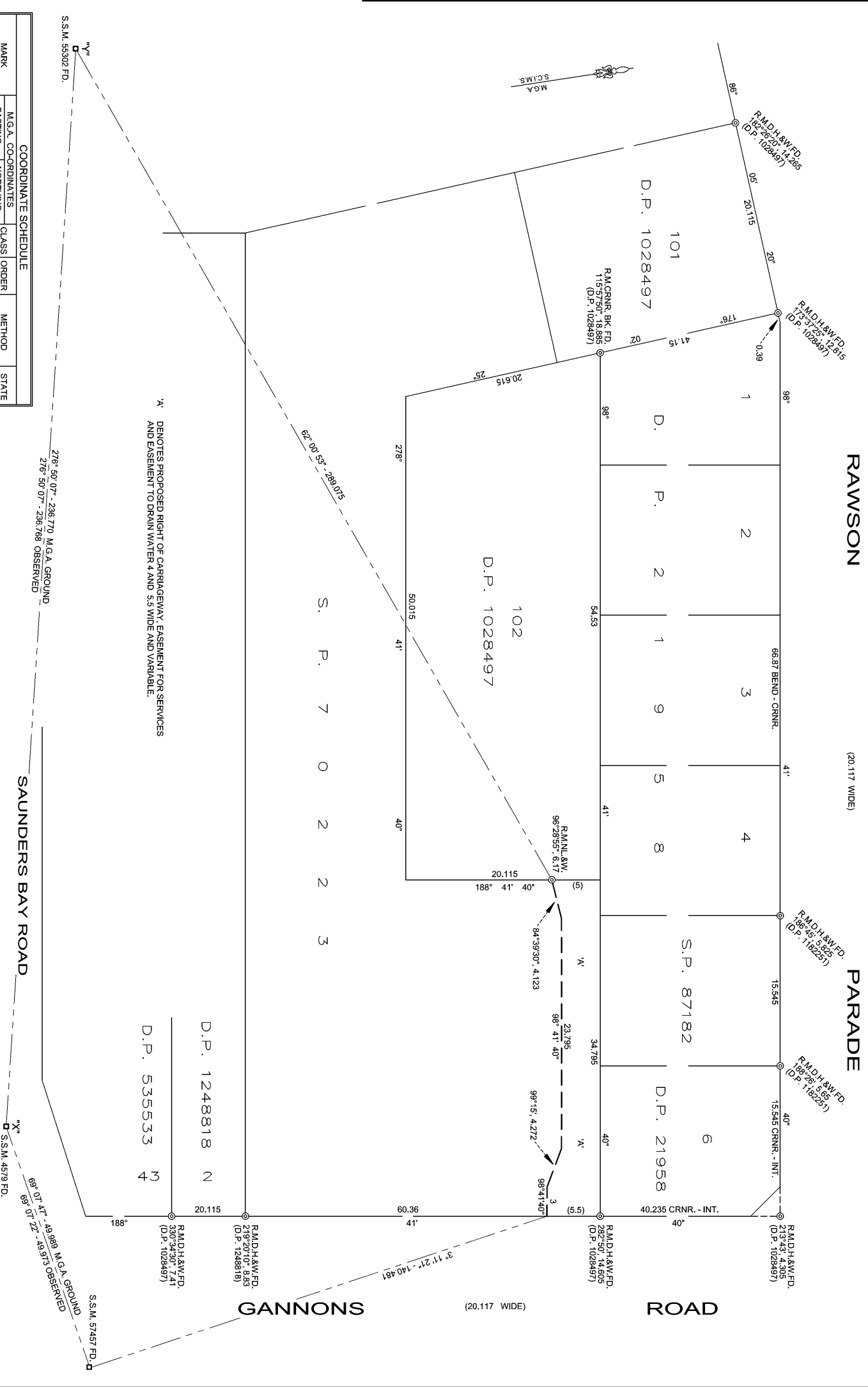
Size (KB): 121



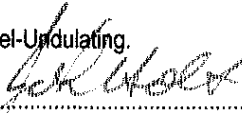
Number of Pages: 3

Scan Date and Time: 15/10/2019 18:01


© Office of the Registrar-General 2020

SAI Global Property Division 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.



PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)
Registered:  15.10.2019 Title System: TORRENS	Office Use Only Public Use Only  DP1257172 S	
PROPOSED PLAN OF RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER 4 AND 5.5 WIDE AND VARIABLE OVER S.P. 70223.	LGA: SUTHERLAND SHIRE Locality: CARINGBAH SOUTH Parish: SUTHERLAND County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> <p>I, JOHN ROBERT HOLT OAM OF JOHN R. HOLT SURVEYORS P/L of P.O. BOX 67 CRONULLA N.S.W. 2230 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 9 SEPTEMBER 2019, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding ** ) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: "X" - "Y"</p> <p>Type: Urban</p> <p>The terrain is Level-Undulating.</p> <p>Signature:  Dated: 10/9/2019</p> <p>Surveyor Identification No: 1312 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number:</p> <p>*Strike through if inapplicable.</p>	
Plans used in the preparation of survey. S.P.70223, D.P. 1028497, D.P. 1182251	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: 24,231 - GOLIK	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 2 sheet(s)

Registered:  15.10.2019 Office Use Only

e Use Only

DP1257172

PROPOSED
**PLAN OF RIGHT OF CARRIAGEWAY,
EASEMENT FOR SERVICES AND EASEMENT
TO DRAIN WATER 4 AND 5.5 WIDE AND
VARIABLE OVER S.P. 70223.**

Subdivision Certificate number:

Date of Endorsement:

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
CP/SP70223	149-151	GANNONS	ROAD	CARINGBAH SOUTH

If space is insufficient use additional annexure sheet

Surveyor's Reference: 24,231 - GOLIK

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 19/02/2020 16:08
Order No. 61062158
Certificate No: 94111746
Your Reference: BK-20/1670
Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Deposited Plan - 88B 1028497
Available: Y
Size (KB): 87
Number of Pages: 4
Scan Date and Time: 02/10/2001 16:47

© Office of the Registrar-General 2020

SAI Global Property Division 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.

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

Lengths are in metres

(Sheet 1 of 4 Sheet)

DP1028497

Plan of Subdivision of Lots
102,105,106,107 in
Deposited Plan 5179
Council Clerk's Certificate
No. 85/2001

Full name and address of
the proprietors of the land:

Alexander Rose and
Edith Katherine Kletzmayer
14 Rawson Parade, Caringbah 2229

Madelaine Therese Boerma
147 Gannons Road South,
Caringbah 2229

Michael John and
Kerry Lynn Dineen
151 Gannons Road South,
Caringbah 2229

Beldive Pty Ltd
151 Gannons Road South,
Caringbah 2229

PART 1

1. Identity of easement firstly
referred to in the plan:

Right Of Carriageway (3.66 wide)

Schedule of lots etc. affected

Lots burdened
103

Lots benefited
102

2. Identity of easement secondly
referred to in the plan:

Easement for Services (3.66 wide)

Schedule of lots etc. affected

Lots burdened
103

Lots benefited
102

Approved by Sutherland Shire Council


.....
Authorised Person

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

Lengths are in metres

(Sheet 2 of 4 Sheet)

DP1028497

Plan of Subdivision of Lots
102,105,106,107 in
Deposited Plan 5179
Council Clerk's Certificate
No. 85/2001

3. Identity of easement thirdly
referred to in the plan:

Easement to Drain Water (3.66 wide)

Schedule of lots etc. affected

Lots burdened
103

Lots benefited
102

4. Identity of easement fourthly
referred to in the plan:

Right of Footway (1.5 wide)

Schedule of lots etc. affected

Lots burdened
103

Lots benefited
101

PART 2

TERMS OF EASEMENTS REFERRED TO IN THE ABOVEMENTIONED PLAN

There is no necessity to set out the terms of the easements referred to because the expressions used import the intended meaning given by the Conveyancing Act.

Signed in my presence by Alexander Rose
who is personally known to me.

C. Collinge
Signature of Witness

Alexander Rose
Alexander Rose

CAROLYN COLLINGE 2/9 WALLUMATTA RD CARINGBAI
Name and Address of Witness (Block Letters)

Approved by Sutherland Shire Council

[Signature]
Authorised Person

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

Lengths are in metres

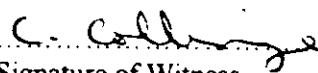
(Sheet 3 of 4 Sheet)

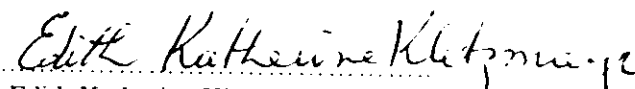
DP1028497

Plan of Subdivision of Lots
102,105,106,107 in
Deposited Plan 5179

Council Clerk's Certificate
No. 85/2001


Signed in my presence by Edith Katherine Kletzmayer
who is personally known to me.


Signature of Witness


Edith Katherine Kletzmayer

CAROLYN COLLINGE 2/9 WALLUMATTA RD CARINGBATH
Name and Address of Witness (Block Letters)

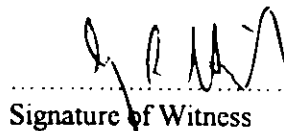
Signed in my presence by Madelaine Therese Boerma
who is personally known to me.

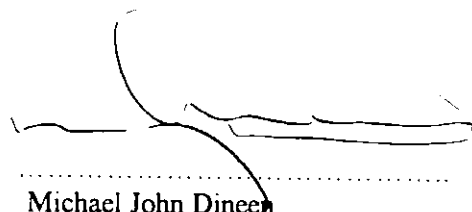

Signature of Witness


Madelaine Therese Boerma

R Swanton 75 Kyle Park Rd
Name and Address of Witness (Block Letters)


Signed in my presence by Michael John Dineen
who is personally known to me.


Signature of Witness


Michael John Dineen

C. P. HULL 19 JARALEA AVE, CARINGBATH
Name and Address of Witness (Block Letters)

Approved by Sutherland Shire Council


Authorised Person

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

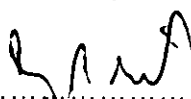
Lengths are in metres


(Sheet 4 of 4 Sheet)

DP1028497

Plan of Subdivision of Lots
102,105,106,107 in
Deposited Plan 5179
Council Clerk's Certificate
No. 85/2001


Signed in my presence by Kerry Lynn Dineen
who is personally known to me.


.....
Signature of Witness


.....
Kerry Lynn Dineen

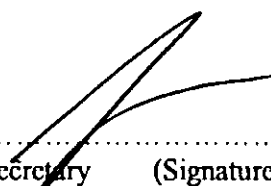
G. R. HUISS 19 VICALIST AVE, CARWLGAM
.....
Name and Address of Witness (Block Letters)

The Common Seal of Beldive Pty Ltd
(ABN :)
was hereunto affixed by Authority of the
Board of Directors in the presence of:


.....
Director (Signature)




.....
Director (Block Letters)


.....
Secretary (Signature)

.....
Secretary (Block Letters)

Approved by Sutherland Shire Council


.....
Authorised Person

REGISTERED  2-10-2001

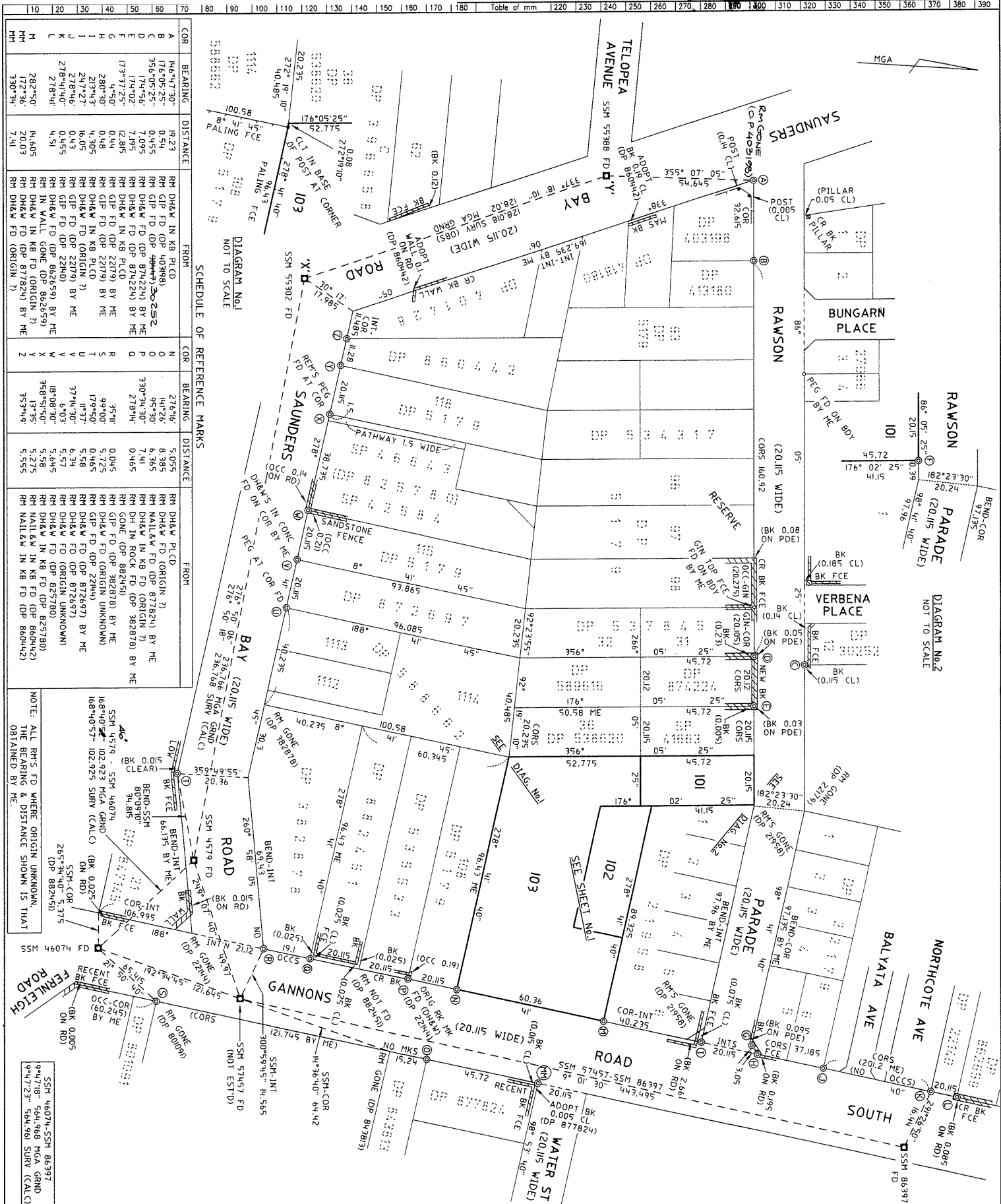
CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 19/02/2020 16:09
Order No. 61062158
Certificate No: 94111745
Your Reference: BK-20/1670
Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 1028497
Available: Y
Size (KB): 306
Number of Pages: 2
Scan Date and Time: 03/10/2001 00:33

© Office of the Registrar-General 2020

SAI Global Property Division 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.



Plan Drawing only to appear in this space

Registered: 2-10-2001	DP1028497
This is sheet 2 of my plan in 2 sheets dated 2ND FEBRUARY 2001	
GUSEPPE JOHN BOTTARO Surveyor registered under Surveyors Act 1929 This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 851,001 of	
General Surveyor/Authorised Person	
For use where space is insufficient in any panel on Plan Form 2.	
Production Ratio 1:1000	
SURVEYOR'S REFERENCE: 4990C CHECKLIST	



Applicant:

Bk'S Conveyancing
Po Box 1100
CARINGBAH NSW 1495

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

Certificate no:	ePC:20/0866	Delivery option:	
Certificate date:	19/02/2020	Your reference:	Brown

Property:

Lot 22 S/P 70223
22/149-151 Gannons Road CARINGBAH SOUTH NSW 2229

Zone:

* Sutherland Shire Local Environmental Plan 2015

Zone R2 Low Density Residential

Notes:

- (a) 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.
- (b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

- (a) 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 that applies to the carrying out of development on the land:

- * Sutherland Shire Local Environmental Plan 2015
- * Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
- * SEPP (Building Sustainability Index: BASIX) 2004
- * SEPP (Exempt and Complying Development Codes) 2008
- * SEPP (Affordable Rental Housing) 2009
- * SEPP (Educational Establishments & Child Care Facilities) 2017
- * SEPP (Infrastructure) 2007
- * SEPP (Mining, Petroleum & Extractive Industries) 2007
- * SEPP (Housing for Seniors or People with a Disability) 2004
- * SEPP No.19 - Bushland in Urban Areas
- * SEPP No.21 - Caravan Parks
- * SEPP No.33 - Hazardous and Offensive Development
- * SEPP No.50 - Canal Estate Development
- * SEPP No.55 - Remediation of Land
- * SEPP No.64 - Advertising and Signage
- * SEPP No.65 - Design Quality of Residential Apartment Development

- * SEPP No.70 - Affordable Housing (Revised Schemes)
- * SEPP (State and Regional Development) 2011
- * SEPP (State Significant Precincts) 2005
- * SEPP (Vegetation in Non-Rural Areas) 2017
- * SEPP (Concurrences and Consents) 2018
- * SEPP (Primary Production and Rural Development) 2019

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

The following Draft State Environmental Planning Policies apply: Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, and new draft policies - SEPP Environment, SEPP Short-term Rental Accommodation and SEPP Remediation of Land.

Draft SSLEP2015 Landscaped Area - Existing Non-Compliances applies to the land. The amendment proposes to introduce flexibility into the landscaped area provisions of the Plan to allow consent to be granted despite an existing non-compliant landscaped area for specific types of development.

Draft SSLEP2015 Minor Amendment - Clauses Zoning and Development Standards 2018 applies to the land. The amendment proposes to make minor changes to the R2 Low Density Residential Zone and the R3 Medium Density Residential Zone to make Exhibition Homes and Exhibition Villages permissible with consent.

Draft SSLEP2015 Minor Amendment - Clauses Zoning and Development Standards 2018 applies to the land. The amendment proposes to make minor changes to the drafting of Clauses 4.1A and 4.1B which will affect certain types of subdivision in zones E3

Environmental Management, E4 Environmental Living, R2 Low Density Residential, R3 Medium Density Residential and R4 High Density Residential.

3. The name of each development control plan that applies to the carrying out of development on the land:

Sutherland Shire Development Control Plan 2015

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015
Zone R2 Low Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works, Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Tank-based aquaculture

- (d) Prohibited:

Any development not specified in item (b) or (c)

**Sutherland Shire Local Environmental Plan 2015 - Draft Amendment
Clauses, Zoning and Development Standards 2018
Zone R2 Low Density Residential**

- (b) Permitted without consent:

Home occupations

(c) Permitted with consent:

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Tank-based aquaculture

(d) Prohibited:

Any development not specified in item 2 or 3

(e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

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

(f) Does the land include or comprise critical habitat?

No

(g) Is the land in a conservation area?

No

(h) Is an item of environmental heritage situated on the land?

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

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

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

Housing Code

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

(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 Internal Alterations Code.

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out on the land under the Commercial and Industrial (New Buildings and Additions) Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. 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.

Subdivisions Code

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

Rural Housing Code

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

(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 Medium Density Housing Code

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

(Note: All land in the Sutherland Shire is deferred from this code until the 1st of July 2020.)

Green Field Housing Code

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

(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.

Demolition Code

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

Fire Safety Code

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

Inland Code

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

(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 the Sutherland Shire.)

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note. “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

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

No

6. 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

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

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

The land has been classified as Class 5 on the Acid Sulfate Soils Maps in the Sutherland Shire Local Environmental Plan 2015. Accordingly the land is subject to the provisions of clause 6.1 which detail the restrictions to works within this Class.

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act?

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

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

9A. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

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

No

10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

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

No

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

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

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order).

No.

14. Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act that does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

Note: Council has approved Aged Persons Development on this land. Pursuant to State Environment Planning Policy No. 5 and State Environmental Planning Policy (Housing for Seniors or People with a disability) 2004. This development must be occupied by person defined only by these State planning provisions. It would be a breach of Development Consent to not comply with the above provisions.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) or cl38(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

Is there a current site verification certificate, of which the council is aware, in respect of the land?

If so, this statement includes:

- (a) the matter certified by the certificate, and
- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

No

20. Loose-fill asbestos insulation

Is the land to which the certificate relates identified on the Loose-Fill Asbestos Insulation Register maintained by the Secretary of NSW Fair Trading?

No

21. Affected building notices and building product rectification orders

Are there any affected building notices of which the council is aware that is in force in respect of the land.

No

If so, this statement includes:

- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

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

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

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

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.

No

Additional Information

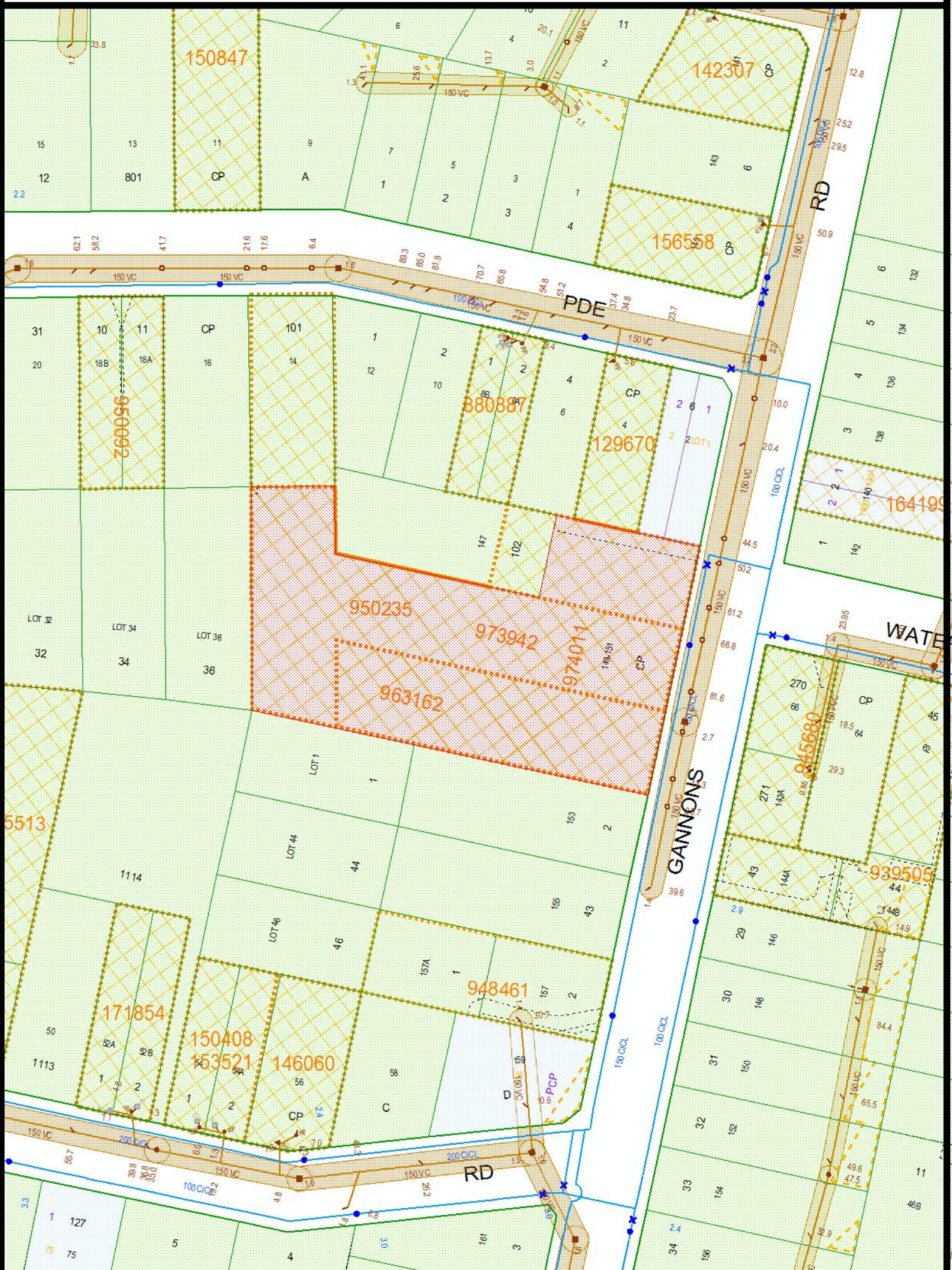
Council's records indicate that there is no other relevant information in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Division 6.7 Building information certificates.

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 line extending to the right.

Mark Carlon
Manager Strategic Planning



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

