

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

PEXA

Manual transaction (clause 30)☐ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" type="checkbox"/> 24 land tax certificate 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract
<p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60

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

Bright & Duggan
 PO Box 281, CROWS NEST NSW 1585 Phone: 02 9089 1801
 customercare@bright-duggan.com.au

Section 66W Certificate

I, _____ of _____, certify as follows:

1. I am a _____.
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 28/11-13 Oaks Avenue, Dee Why, from Jingjiang Zhang to _____ in order that there is no cooling off period in relation to that contract.
3. I do not act for Jingjiang Zhang and am not employed in the legal practice of a solicitor acting for Jingjiang Zhang nor am I a member or employee of a firm of which a solicitor acting for Jingjiang Zhang is a member or employee.
4. I have explained to _____ :
 - (a) the effect of the contract for the purchase of that property;
 - (b) the nature of this certificate; and
 - (c) the effect of giving this certificate to the vendor, that is there is no cooling off period in relation to the contract.

Dated: _____

CONDITIONS OF SALE BY AUCTION

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

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land and Housing Corporation	Transport for NSW
Local Land Services	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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

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Additional clauses forming part of this Contract

33 Alterations to printed form

The following printed clauses are amended as follows:

- 33.1 ~~Standard Condition 4.1~~ is amended by deleting the word 'Normally' and adding the words "In the event that the purchaser breaches clause 4.1 herein, the purchase will pay to the vendor on settlement the sum of \$165.00 being a fair and reasonable estimate of the additional costs incurred by the vendor" to the end of the sentence.
- 33.2 ~~Standard Condition 5.1~~ is amended by inserting the words "and they are the only form of *requisitions* the purchase may make and clause 5.2.1 is taken to be deleted" at the end of the clause;
- 33.3 ~~Standard Condition 7.1.1~~ is amended by replacing "5%" with "1%";
- 33.4 ~~Standard Condition 9.1~~ is amended by replacing the clause with "keep or recover an amount equivalent to 10% of the purchase price";
- 33.5 ~~Standard Condition 14.4.2~~ is deleted;
- 33.6 ~~Standard Condition 16.5~~ is amended by deleting "plus another 20% of that fee";
- 33.7 ~~Standard Condition 16.4~~ is amended by inserting the words "at least fourteen (14) days prior to the completion date" after the words "the land" on the first line;
- 33.8 ~~Standard Condition 16.8~~ is deleted;
- 33.9 ~~Standard Condition 18.6~~, add at the end of clause "and make good any damage caused to the property by the Purchaser";
- 33.10 ~~Standard Condition 23.5.2~~ is amended by deleting the words "but is disclosed in this contract";
- 33.11 ~~Standard Conditions 23.6 and 23.7~~ are deleted;
- 33.12 ~~Standard Condition 23.9~~ is deleted;
- 33.13 ~~Standard Condition 30.1.1~~ is amended by deleting the word "and" at the end of the clause;
- 33.14 ~~Standard Condition 30.1.2~~ is deleted;
- 33.15 ~~Standard Condition 30.2~~ is amended by replacing the words "at any time after it has been agreed that it will be conducted as an *electronic transaction*" with the words "at least fourteen (14) days before the date for completion" and insert the words "on the other party" after "notice";
- 33.16 ~~Standard Condition 30.4.5~~ is amended by deleting the first bullet point;
- 33.17 ~~Standard Condition 30.5~~ is amended by replacing the words "7 days" with the words "14 days";
- 33.18 ~~Standard Condition 4~~: insert the following additional clause
"4.5 The Purchaser cannot nominate an alternative transferee, assign or otherwise

~~transfer the benefit of this Contract without the prior written consent of the Vendor."~~

33.19 Standard Condition 31.2 is deleted.

33.20 Standard Condition 13.13 is deleted.

34 Conflicting Provisions

The terms of the printed Agreement to which these special conditions are annexed shall be read subject to the following special conditions. If there is a conflict these special conditions shall prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable then such provision shall be severed from this Agreement and such remaining provisions shall remain in full force and effect.

35 Entire Agreement

- 35.1** The purchaser acknowledges that he does not rely on any warranty or representation made by the vendor or the vendor's agent except as are expressly provided for in this contract (including the annexures hereto);
- 35.2** The purchaser further acknowledges that he has relied entirely upon his own enquiries and inspections made before entering into this contract;
- 35.3** The purchaser acknowledges the terms and conditions stipulated in this contract form the whole of the agreement between the vendor and the purchaser and that no reliance is to be placed on any letter, document or correspondence whether oral or in writing as amending or adding to the terms and conditions stipulated in this contract.

36 Real Estate Agents

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

37 No warranty

- 37.1** No warranty or representation is made by the vendor as to the accuracy or completeness of the disclosure materials.
- 37.2** Subject to Section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017 (NSW), the Vendor does not warrant the accuracy or completeness of any documents annexed to this Contract.
- 37.3** The Purchaser acknowledges that if documents or copies of documents were attached

to this Contract other than by the Vendor, the person attaching them did so as agent for the Vendor.

38 Condition and State of Repair of Property

38.1 The purchaser warrants to the vendor that it has inspected:

38.1.1 The property;

38.1.2 The Annexures;

38.1.3 The Section 10.7 Planning Certificate;

38.1.4 The Drainage Diagram; and

38.1.5 Any other documents relevant to the property attached to this contract.

38.2 Based on those inspections the purchaser is satisfied as to the nature, quality, condition and state of repair of the property and accepts the property as it is and subject to all defects (latent or patent) and all dilapidation and infestation.

38.3 The purchaser may not make any objection, requisition or claim or delay completion or rescind or terminate this contract because of anything in connection with:

38.3.1 The neighbourhood in which the property is located;

38.3.2 The state of repair of the property and improvements;

38.3.3 The suitability of the property or improvements for any use including the conduct of a business or any development or redevelopment;

38.3.4 The financial return or income to be derived from the property;

38.3.5 Loss, damage, dilapidation infestation, mechanical breakdown or reasonable wear and tear which may affect the property between the date of this contract and completion;

38.3.6 There being or not being an easement or other right in respect of a service or the lack of services;

38.3.7 Any encroachments by or on the property;

38.3.8 The roof or surface water drainage being connected to the sewers;

38.3.9 The existence or non-existence of any environmental hazard or contamination;

38.3.10 Any boundary of the property not being fenced or any fence not being on the correct boundary;

38.3.11 Any matter disclosed in this Contract; or

38.3.12 The condition or existence or non-existence of services.

38.4 The purchaser represents and warrants to the vendor that, because of the purchaser's own inspection and enquiries, the purchaser is satisfied about the purpose for which the property may be used and about all restrictions and prohibitions on its development.

38.5 The purchaser acknowledges that they are purchasing the property:

38.5.1 In its present condition and state of repair;

38.5.2 Subject to all defects latent and patent;

38.5.3 Subject to any infestations and dilapidation;

- 38.5.4** Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- 38.5.5** Subject to any non-compliance, with the local Government Act or any Ordinance under that Act in respect of any building on the land;
- 38.5.6** Subject to the present condition of any chattels or things or improvements included in this contract subject to fair wear and tear.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

39 Notice to Complete

- 39.1** If completion does not occur on or before 4 pm on the date for completion, at any time either party (not them being in default under this contract) may serve on the other a notice to complete requiring completion of this contract before the expiry of a period not being less than 14 days from the date of issue of the notice to complete;
- 39.2** Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion;
- 39.3** If the vendor is entitled to issue, and does issue, a notice to complete, the purchaser will on completion of this contract pay to the vendor the amount of \$330.00 representing the vendor solicitors' additional legal costs of issuing such notice to complete;
- 39.4** If the purchaser disputes the validity of the notice to complete, the purchaser must send it in writing to the vendor or the vendor's representative within 2 business days of the date of the notice to complete. Otherwise, the purchaser must not dispute the validity of the notice to complete.

~~40 Completion at venue other than completion address~~

- ~~40.1~~** ~~Completion shall take place at the office of the vendor solicitors or at the place at which the discharging mortgagee usually discharges mortgages or at a place reasonably nominated by the vendors, at the vendor's discretion.~~
- ~~40.2~~** ~~The purchaser may request completion to take place at an alternative venue. If the vendor, at its sole and absolute discretion agrees to the purchaser's request, the purchaser must adjust in favour of the vendor on completion the sum of \$110.00 in addition to any additional costs of the vendor, its agents and the discharging mortgagee in relation to completion at this alternative venue.~~

41 Late Completion

In the event that completion is not effected on the nominated day for settlement (or if the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is able to settle) then, in addition to any other sums payable hereunder and without prejudice to the vendor's rights under the contract, the purchaser shall pay to the vendor:

- 41.1** interest on the balance of the purchase price at the rate of 10% per annum calculated on daily rests from the date nominated for completion until and including the actual day of completion (both inclusive) such amount to be paid as an adjustment in favour of the vendor on completion; and
- 41.2** the sum of \$330.00 to take into account legal costs and other expenses as consequence of the delay.

The interests and costs payable pursuant to this clause are a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete in accordance with this contract. It is an essential term and the purchaser is not entitled to require the vendor to complete unless such interest and costs are paid.

42 Deposit Payment

If the vendor, at his sole and absolute discretion, agrees that an amount less than the full 10% deposit is payable by the purchaser on exchange of contracts, the vendor and purchaser agree that full 10% full deposit is to be paid as follows:

- 42.1** The amount as agreed between the vendor and purchaser to be paid on exchange; and
- 42.2** The balance of the 10% deposit to be paid on or before the Completion date, and in this time is of the essence;

and provided notwithstanding this clause that the full 10% deposit or balance outstanding thereof shall be immediately due and payable by the purchaser to the vendor upon any default by the purchaser under the terms of this contract and in any such case may be covered by the vendor from the purchaser as a liquidated debt.

43 Finance

The purchaser confirms and warrants to the vendor that the purchaser has at the date hereof obtained approval for credit to finance the purchase of the property the subject of this contract on terms which are reasonable to the purchaser.

44 Foreign Investments Review Board (FIRB)

44.1 The purchaser represents and warrants to the vendor that:

44.1.1 The Treasurer cannot prohibit and has not prohibited the transfer the *property* to the purchaser under the *Foreign Acquisitions and Takeovers Act 1975* (Cth); and

44.1.2 The purchaser is not domiciled in a jurisdiction that does not recognise common law.

44.2 If the Treasurer cannot prohibit the transfer of the *property* to the purchaser under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) because the purchaser has obtained approval of the Treasurer to the transfer, then:

44.2.1 The purchaser shall provide a copy of the approval to the vendor on exchange of contracts;

44.2.2 The purchaser warrants that the copy of the approval provided is a true copy of the approval; and

44.2.3 The purchaser warrants the approval is lawful, valid and current.

44.3 The purchaser agrees that its warranties under this clause 43 are essential terms of this contract, a breach of which will entitle the vendor to terminate this contract pursuant to clause 9.

44.4 The vendor discloses to the purchaser that at the date of this contract it does not have the approval of the Treasurer to sell to foreign interests.

45 Loss of Capacity

If the purchaser:

a) being an individual (and, if comprising more than one person, anyone or more of them),

i. dies, or

ii. become incapable because of unsoundness of mind to manage the purchaser's own affairs or commits an act of bankruptcy or is declared bankruptcy, enters into any scheme with makes an assignment for the benefit of creditors; or

b) being a company, resolves to go into liquidation or has a summons or application presented or an order made for its winding up or has a liquidator, provisional liquidator, administrator, officer manager, receiver or receiver and manager or trustee appointed over the whole or part of its assets or undertaking, or enters into a deed of arrangement, assignment or composition for the benefit of creditors;

then the Vendor may rescind the contract and clause 19 will apply.

46 Release of Deposit for Payment of a Deposit and Stamp Duty

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.

47 Adjustments

In the event that the outgoings and/or other payable amounts are not adjusted correctly on settlement, the purchaser undertakes to reimburse the vendor the appropriate amount upon request. This clause shall not merge on completion.

48 Swimming Pool

If the property contains a swimming pool, then:

- 48.1** The purchaser accepts the swimming pool, its surrounds and any fencing in their present condition and state of repair and will not be entitled to make any objection, requisition or claim for compensation in relation hereto.
- 48.2** the vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the *Swimming Pool Act 1992* and the regulations prescribed under the Act. In particular, notwithstanding any notices that may be issued from any competent authority, the purchaser shall not be entitled to require any ratification work to be carried out to any existing fence or the construction of any pool fence if no pool fence is in existence.
- 48.3** The purchaser agrees that after the completion the purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool, fencing and the erection of a warning notice and this special condition shall not merge upon the completion of this contract.
- 48.4** The purchaser cannot make any claim or raise any requisition whatsoever in relation to the swimming pool or any non-compliance with the *Swimming Pool Act 1992* or other relevant legislation.

49 Guarantee

- 49.1** This clause applies if the purchaser is a proprietary company.
- 49.2** For the purposes of this agreement "covenanter" means the directors and those holding shares in the capital of the purchaser. The obligations of those who comprise the covenanter will be joint and several.
- 49.3** In consideration of the vendor at the request of the covenanter entering into this agreement, the covenanter:
 - 49.3.1** Covenants with the vendor that the covenanter will be with the purchaser jointly

and severally liable to the vendor for the due performance of all the terms and conditions on the part of the purchaser contained in this agreement; and

49.3.2 Guarantees to the vendor the punctual payment of all money payable by the purchaser under this agreement and the performance of the terms and conditions of this agreement.

49.4 If, for any reason this agreement is not enforceable by the vendor against the purchaser, in whole or part, the covenanter will indemnify the vendor against all loss, including all money which would have been payable by or recoverable from the purchaser and this agreement been enforceable against the purchaser.

49.5 This is an essential term of this Contract.

SIGNED by

the covenanters in the presence of:

Signature

Signature of Witness

Names of covenanter

Print Name of Witness

Address of Witness

50 Holiday Period

Where the completion date under this Contract falls due on or after 24th December and on or before 8th January in any given year, the completion date shall be deemed to be the first business day after 9th January in the relevant year ("Holiday Period").

50.1 A Notice to Complete issued less than 14 days before the commencement of the Holiday Period cannot stipulate a date for completion earlier than the end of the Holiday Period.

50.2 Neither party may issue a Notice to Complete during the Holiday Period.

50.3 If completion does not take place prior to the commencement of the Holiday Period, and the Vendor is otherwise ready, able and willing to complete, interest payable by the Purchaser will be calculated from the completion date to the actual date of completion after the Holiday Period and shall exclude the Holiday Period.

The Purchaser cannot make any requisition, delay completion, rescind or terminate this

Contract because of any matter referred to in this clause.

51 Deleted

52. GST

52.1 In the event that there is any GST payable by the Vendor under this contract the amount of the GST payable by the Vendor shall immediately be deemed to form part of the purchase price under the contract and must be paid by the Purchaser to the Vendor in the same manner and at the same time and in addition to the balance of the purchase price (as stated on page 1 of the contract); notwithstanding standard clause 13.10.

52.2 It is an essential term of this contract that any GST payable by the Vendor is so paid by the Purchaser on completion.

52.3 If the Vendor serves a letter from the Australian Taxation Office stating the Vendor has to pay GST on the price, the purchaser must pay to the Vendor on demand the sum of 10% of the price; notwithstanding standard clauses 13.10.

52.4 This clause 52 shall not be merged after the completion of this Contract.

53. Breach of Statutory Warranty by Vendor

If the Purchaser discovers that the Vendor has breached any warranty implied by way of *Conveyancing (Sale of Land) Regulation 2010*, the Purchaser must, within 7 days of discovering that breach, notify the Vendor in writing of that breach.

53.1 If the Vendor breaches any warranty implied by the *Conveyancing (Sale of Land) Regulation 2010*, the Vendor may, before completion, serve a notice:

- (i) Specifying the breach;
- (ii) Requesting the Purchaser to serve a notice irrevocably waiving the breach (Waiver);
and
- (iii) Indicating that the Vendor intends to rescind this contract if the Waiver is not served within 14 Days of service of the notice.

53.2 The Vendor may rescind if:

- (i) The Vendor serves a notice under clause 53.1; and
- (ii) The Purchaser does not serve the Waiver within the time required under the notice.

53.3 If the Purchaser serves a Waiver before the Vendor rescinds under clause 53.2, the Vendor is no longer entitled to rescind under clause 53.2.

53.4 Unless such removal of claim is statutory excluded, the Purchaser has no claim against the Vendor for breach of any warranty implied by the *Conveyancing (Sale of Land) Regulation 2010* other than the right to rescission conferred by that Regulations.

54 Order on agent

The Parties agree that the Order on the Agent is to be uploaded in PEXA workspace by no later than the morning of settlement. The Order on Agent will be held in escrow pending completion.

55 Exclusion of representations and warranties

The purchaser acknowledges and warrants that:

- a) this contract constitutes the entire and complete agreement and understanding between the parties, and the purchaser obtains independent legal advices, completely understands and accepts all terms and conditions contained in this contract when entering into the contract;
- b) it's the purchaser's due diligence to ascertain all pages of all prescribed documents required to be contained in this contract by the Conveyancing (Sale of Land) Regulation 2017 (the "Regulation") have been included, and the purchaser is not entitled to make a claim or rescind or termination the contract or delay completion because of any prescribed documents or pages pursuant to any provisions under the Regulation after the contract date; and
- c) subject to law which cannot be excluded or limited by this contract, there is no other understanding, agreement, arrangement, correspondence, warranty, term, promise or representation (whether express or implied or whether in writing, verbal or by conduct) in any way extending, defining or otherwise relating to the provisions of this contract or binding on the parties with respect to any of the matters to which this contract relates.

56 Tenancy

56.1 Notwithstanding that the Contract specified that it is subject to a tenancy, the Purchaser shall not raise any objections or requisitions, claims for compensation, or terminate the Contract if the tenancy is not available on settlement.

56.2 Notwithstanding anything elsewhere herein contained, the parties specifically acknowledge and agree that SHOULD this Contract be subject to VACANT POSSESSION, and, at the date of this Contract being entered into, there is a tenant occupying the property, Completion shall be the later of the due date on the Contract front page or three (3) business days after the tenant vacates the property. This is an essential term of the Contract.

57 Provisions apply after completion

The provisions of this Contract intended to have application after completion will continue to apply despite completion.

58 Land Tax and Surcharge Land Tax

Notwithstanding anything elsewhere herein contained, if the Vendor becomes liable for land tax and/or surcharge land tax by reason of a delay in settlement by the Purchaser beyond the Date of Completion on the Contract first page, then the Purchaser shall indemnify the Vendor for any such additional land tax and surcharge land tax liability. This clause is an essential clause of this

Contract.

59 Deleted

60 Requisitions on title

If the Purchaser makes a requisition, the Purchaser shall be deemed to have made the standard requisitions as follows:

If Strata title, Strata Title (Residential) Property Requisitions On Title, 2023 copyright of HWL Ebsworth Lawyers; or

If Deposited plan, Residential Property Requisitions On Title, 2023 copyright of HWL Ebsworth Lawyers.

61 Alterations to Contract

Notwithstanding any rule of law or equity to the contrary each party hereto hereby authorises his, her or their solicitor named herein or any employee of such solicitor to make any alterations to this Contract, including adding annexures thereto after it has been signed or executed by such party (but only up to and including the date hereof) and any such alteration shall be binding upon the party deemed hereby to have authorised the same, as if such alteration had been made before this Contract was so signed or executed by him, her or them, and any annexure so added shall form part of this Contract as if the same was annexed prior to the Contract being so signed or executed as aforesaid.

62 Cooling Off Period Extension

If, after the contracts have been exchanged, the purchaser requests an extension of the cooling off period, or a change to the completion date, then the purchaser agrees to pay to the vendor on completion the sum of \$165.00 in respect of each request, to compensate the vendor for additional conveyancing costs and such compensation is payable to the vendor whether the vendor does, or does not agree or consent to any such request.

63 Execution of Contract

- a) This contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument;
- b) For the purpose of the Electronic Transactions Act 2000, each of the parties consents to send and receive the executed counterparts by email.
- c) Submission of the executed counterpart for exchange by email will be accepted as a valid and binding execution of this contract;
- d) The vendor and purchaser acknowledge that the electronic version of this contract sent by email and signed by the respective party will be a true and original version of the contract and no other version will be provided unless agreed otherwise in writing by the parties to the contract.

64 Electronic and Digital Signing

The parties acknowledge and agree that:

- a) The contract may be electronically or digitally signed;
- b) The delivery of a counterpart of the contract bearing an electronic signature rather than a “wet” signature shall be deemed to bind the party whose signature is so represented;
- c) They will be bound by the contract which has been electronically or digitally signed; and
- d) The original contract is the contract which has been electronically or digitally signed.

65 Removal of Charges

The vendor:

- a) is not obliged to remove any charge on the property or the land of which the property forms part for any rate, tax or outgoings until completion of this contract is effected;
- b) is not to be taken to be unable, unready or unwilling to complete this contract because of the existence of any charge on the property or the land of which the property forms part from any rate, tax or outgoing; and
- c) may serve a notice to complete on the purchaser notwithstanding that at any time the notice is served or at any time after that time there is a charge on the property for a rate, tax or outgoing.



FOLIO: 28/SP76171

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
30/8/2024	3:08 PM	6	8/9/2018

LAND

LOT 28 IN STRATA PLAN 76171
AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

JINGJIANG ZHANG (T AK938753)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP76171
- 2 AK938754 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP76171

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
30/8/2024	3:08 PM	6	13/5/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 76171
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP76171

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 76171

ADDRESS FOR SERVICE OF DOCUMENTS:

C/- BRIGHT & DUGGAN

PO BOX 281

CROWS NEST 1585

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A453577 COVENANT
- 3 DP1091089 EASEMENT TO DRAIN WATER 6.095 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1091089 RESTRICTION(S) ON THE USE OF LAND
- 5 DP1091089 POSITIVE COVENANT
- 6 AM960342 INITIAL PERIOD EXPIRED
- 7 AU60351 CONSOLIDATION OF REGISTERED BY-LAWS
- 8 AU60352 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 76171

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 80		2 - 400		3 - 530		4 - 165	
5 - 165		6 - 165		7 - 165		8 - 235	
9 - 235		10 - 270		11 - 275		12 - 290	
13 - 290		14 - 290		15 - 290		16 - 235	
17 - 235		18 - 275		19 - 285		20 - 290	
21 - 330		22 - 330		23 - 300		24 - 195	
25 - 195		26 - 260		27 - 265		28 - 280	
29 - 290		30 - 280		31 - 200		32 - 345	
33 - 305		34 - 195		35 - 205		36 - 325	

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP76171

PAGE 2

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

STRATA PLAN 76171

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
37	- 325	38	- 210				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

181808:KL

PRINTED ON 30/8/2024

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

STRATA PLAN FORM 1

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

[illegible]

OAKS

(32.31 AS WIDENED)

AVENUE

SP76171

W-BDY
0.09

W-BDY
0.085

W-BDY
0.12

30.48

W-BDY
0.12

W-BDY
0.12

51
D.P. 627890

SP 59014

MGA

LOCALITY PLAN

FIVE STOREY
BRICK RESIDENTIAL
& COMMERCIAL
FLAT BUILDING
(METAL ROOF)
N°S 11-13

44.54

44.515

W-BDY
0.115

W-BDY
0.1

(6.095)

(A)

30.48

(6.095)

TERRACE

(A) EASEMENT TO DRAIN WATER 6.095 WIDE
(DP 1091089)

Reduction Ratio 1:250

Lengths are in metres

Alan Blayney
Registered Surveyor

E. P. Ruck
Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 49006-SP2

SP76171

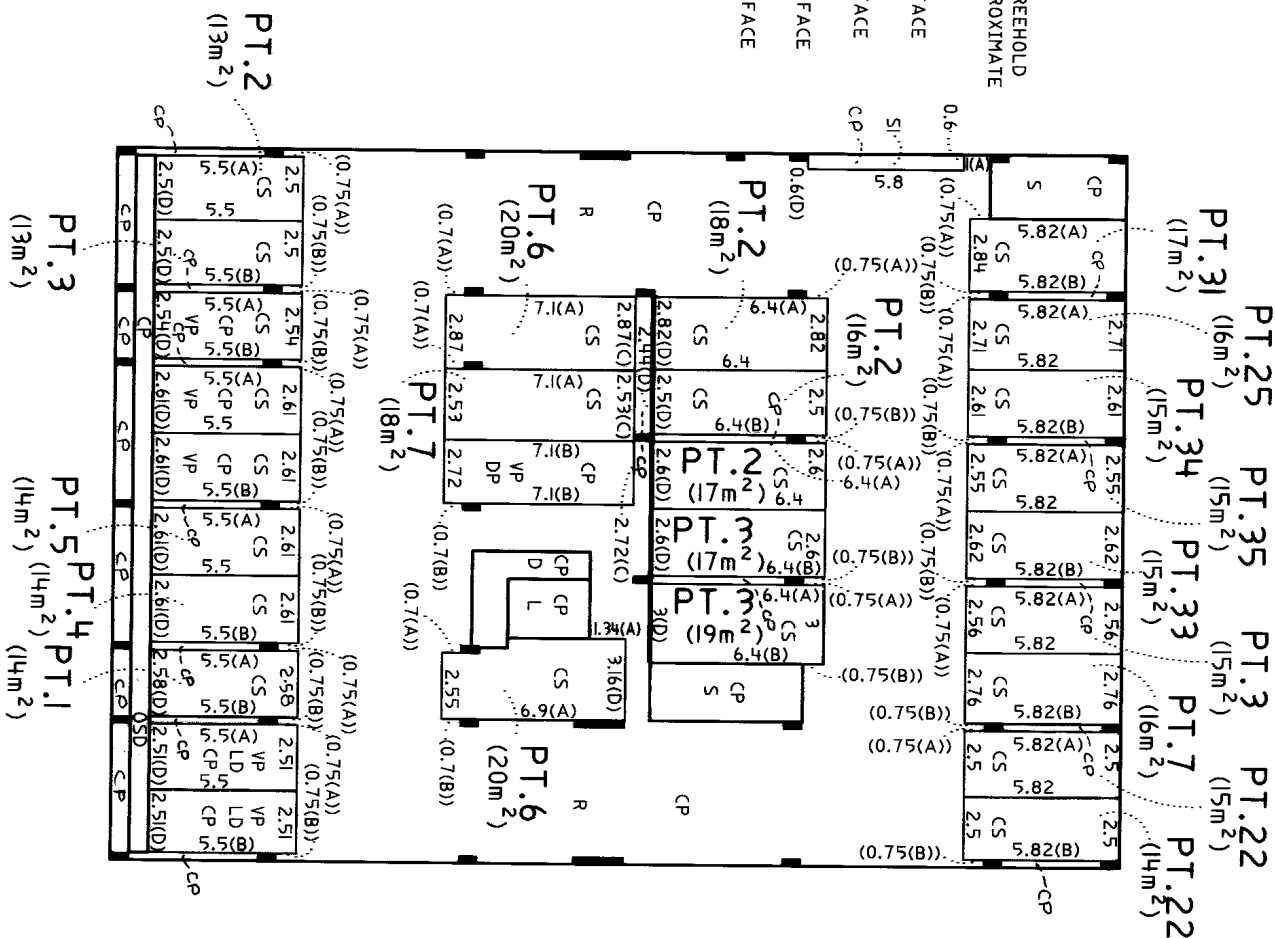
- Lengths are in metres**

Authorised Person / General Manager / Accredited Certifier

- SI DENOTES STORE ROOM SUBJECT TO SPECIAL BY-LAW
LD DENOTES LOADING DOCK
CP DENOTES COMMON PROPERTY
CS DENOTES CAR SPACE
D DENOTES DUCT
L DENOTES LIFT
R DENOTES RAMP
S DENOTES STAIRS
~~VP DENOTES VISITOR PARKING~~
VP DENOTES VISITOR PARKING
OSD DENOTES ON SITE DETENTION TANK
DP DENOTES DISABLED PARKING
1. ALL AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 AND ARE APPROXIMATE ONLY.

- (A) DENOTES PROLONGATION OF EASTERN FACE OF COLUMNS / WALL.
(B) DENOTES PROLONGATION OF WESTERN FACE OF COLUMNS / WALL.
(C) DENOTES PROLONGATION OF SOUTHERN FACE OF COLUMNS / WALL.
(D) DENOTES PROLONGATION OF NORTHERN FACE OF COLUMNS / WALL.

BASEMENT LEVEL I



Reduction Ratio 1:200

Lengths are in metres

MGA

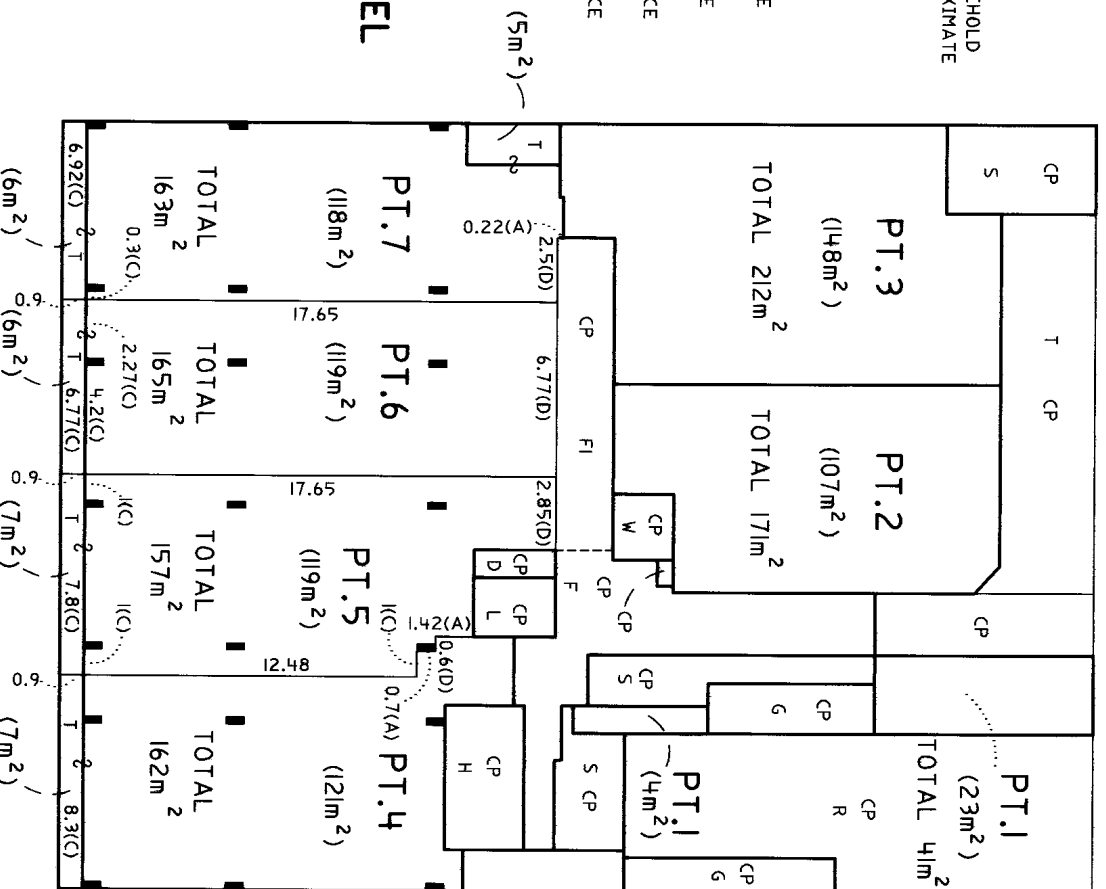
John Murray
Registered Surveyor

E. P. P. P.
Authorised Person / General Manager / Accredited Certifier

SP76171

- H DENOTES TOILETS
S DENOTES STAIRS
CP DENOTES COMMON PROPERTY
D DENOTES DUCT
F DENOTES FOYER
FI DENOTES FOYER SUBJECT TO SPECIAL BY-LAW
L DENOTES LIFT
~~Y DENOTES VOTE~~
W DENOTES DISABLED TOILET
T DENOTES TERRACE
G DENOTES GARAGE ROOM
R DENOTES RAMP
1. ALL AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 AND ARE APPROXIMATE ONLY.
2. TERRACES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE SURFACE OF THEIR RESPECTIVE ~~UNIT'S~~ FLOOR EXCEPT WHERE COVERED.
- (A) DENOTES PROLONGATION OF EASTERN FACE OF COLUMNS) / WALL.
(B) DENOTES PROLONGATION OF WESTERN FACE OF COLUMNS) / WALL.
(C) DENOTES PROLONGATION OF SOUTHERN FACE OF COLUMNS) / WALL.
(D) DENOTES PROLONGATION OF NORTHERN FACE OF COLUMNS) / WALL.

GROUND LEVEL



Reduction Ratio 1:200

Lengths are in metres

MGA

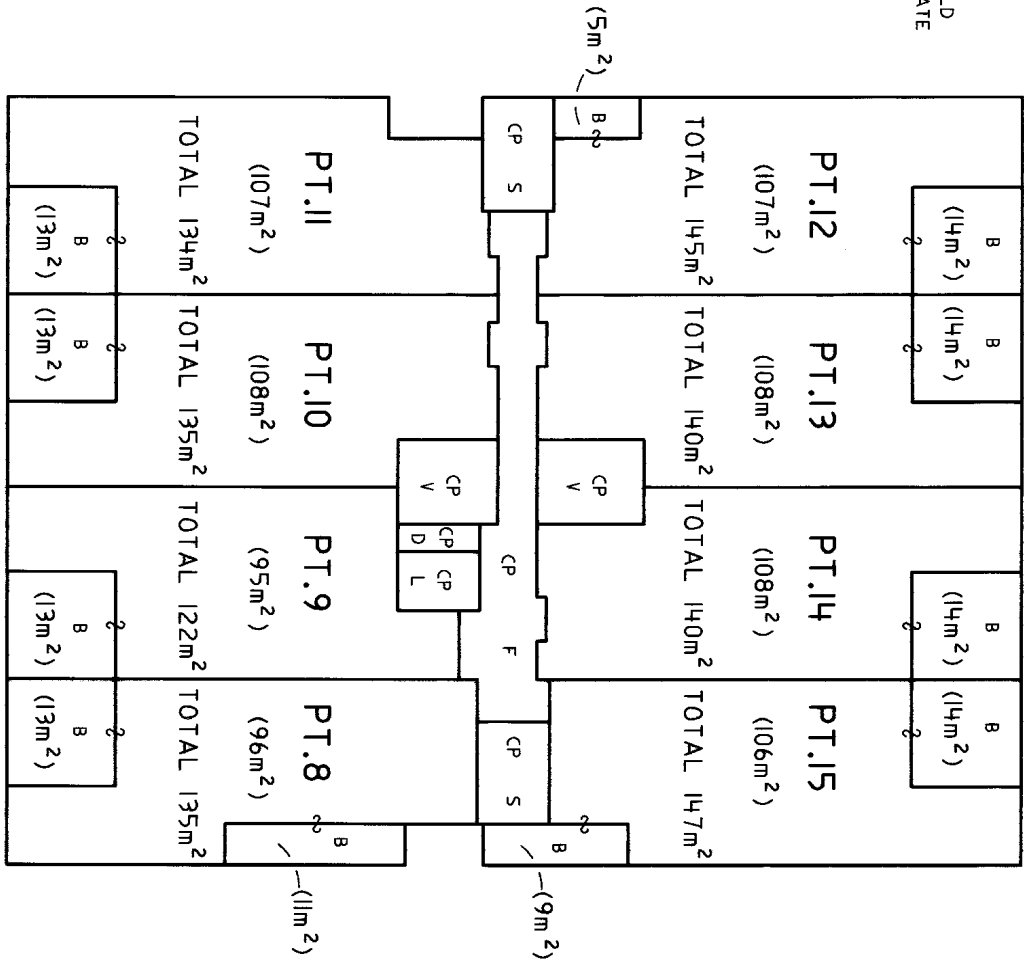
Man Krishna
Registered Surveyor

Authorized Person / General Manager / Accredited Certifier

- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT
- F DENOTES FOYER
- L DENOTES LIFT
- S DENOTES STAIRS
- V DENOTES VOID

- ALL AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 AND ARE APPROXIMATE ONLY.
- BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE SURFACE OF THEIR RESPECTIVE ~~UNIT'S~~ FLOOR EXCEPT WHERE COVERED.

LEVEL 1



MGA

SP76171

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor *[Signature]*

Authorised Person / General Manager / Accredited Certifier *[Signature]*

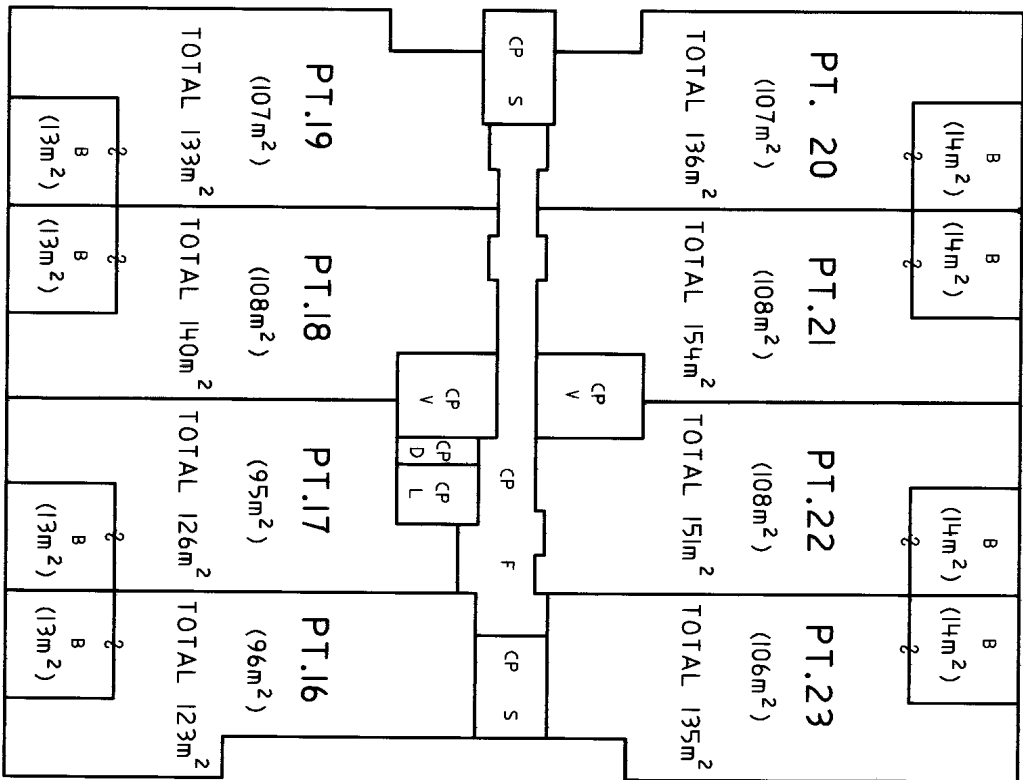
SURVEYOR'S REFERENCE: 49006_SP2

- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT
- F DENOTES FOYER
- L DENOTES LIFT
- S DENOTES STAIRS
- V DENOTES VOID

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

2. BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE SURFACE OF THEIR RESPECTIVE ~~UNIT'S~~ FLOOR EXCEPT WHERE COVERED.

LEVEL 2



SP76171

MGA

Reduction Ratio 1:200

Lengths are in metres

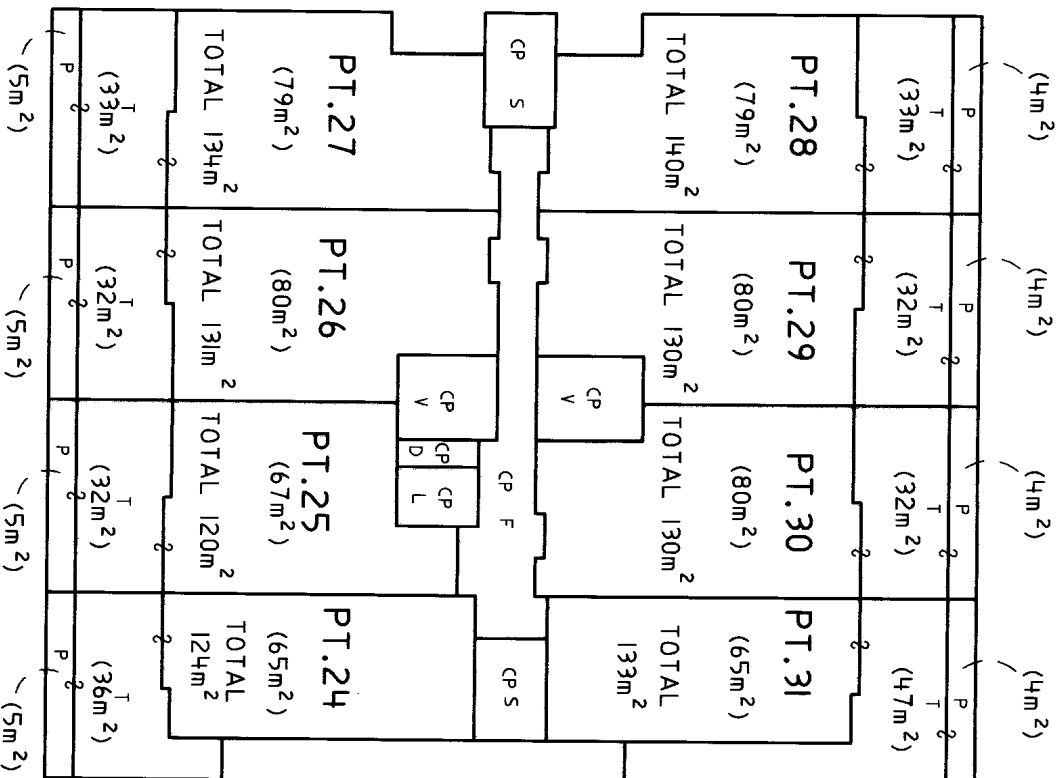
Shan Heung
Registered Surveyor

Authorized Person / General Manager / Accredited Certifier

SP76171

- CP DENOTES COMMON PROPERTY
 D DENOTES DUCT
 F DENOTES FOYER
 L DENOTES LIFT
 S DENOTES STAIRS
 V DENOTES VOID
 T DENOTES TERRACE
 P DENOTES PLANTER
1. ALL AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 AND ARE APPROXIMATE ONLY.
2. TERRACES AND PLANTERS EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE SURFACE OF THEIR RESPECTIVE ~~THAT~~ FLOOR EXCEPT WHERE COVERED.

LEVEL 3



MGA

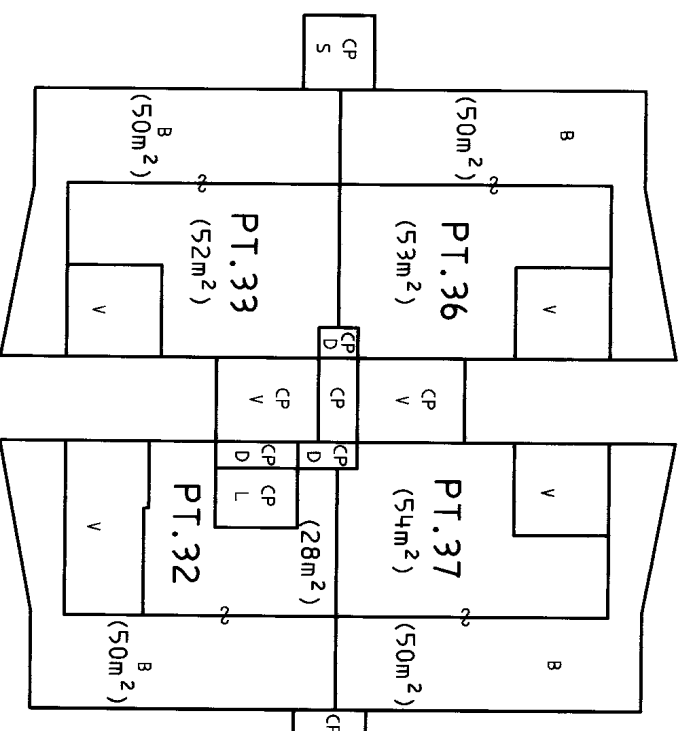
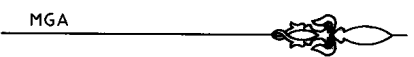
Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

Authorized Person / General Manager / Accredited Certifier

SP76171



Lengths are in metres

~~Authorized Person / General Manager~~ / Accredited Certifier

Lodger Details

Lodger Code 503902B
Name BUILDING BYLAWS
Address PO BOX 8274
BAULKHAM HILLS 2153
Lodger Box 1W
Email SERVICES@BYLAWSASSIST.COM.AU
Reference BLA/5963

Land Registry Document Identification

AU60352

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP76171	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP76171
Other legal entity

Meeting Date

18/04/2024

Repealed by-law No.

Details N/A

Added by-law No.

Details Special By-Law No.12 & 13

Amended by-law No.

Details N/A

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP76171

Signer Name SIMONE KASAD

Signer Organisation SIMONE KASAD

Signer Role PRACTITIONER CERTIFIER

Execution Date 11/05/2024

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

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/SP76171

(B) LODGED BY

Document Collection Box 1W	Name		CODE CH		
	Company	Bylaws Assist			
	Address	PO Box: 8274, Baulkham Hills, NSW, 2153			
	E-mail	services@bylawsassist.com.au		Contact Number	+61 411 777 557
	Customer Account Number	135632E	Reference	BLA/5963	

- (C) The Owner-Strata Plan No. 76171 certify that a special resolution was passed on 18/4/2024
- (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.12 & 13
- Amended by-law No. _____
- as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 76171 which includes new Added Special By-Law No.12 & 13 starting from Page 25 of 30 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. 76171 was affixed on _____ 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 : Phillip Court

Name : Phillip Court


Authority : Strata Managing Agent

Signature : _____

Name : _____

Authority : _____

Electronic signature of me, Phillip Court, affixed by me on



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 76171

SP 76171 – 11-13 OAKS AVENUE, DEE WHY NSW 2099

1. Vehicles

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

2. Changes to Common Property

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

3. Damage to Lawns and Plants on Common Property

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

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

4. Obstruction of Common Property

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

5. Keeping of Animals

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

6. Noise

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

7. Behaviour of Owners, Occupiers and Invitees

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

8. Children Playing on Common Property in Building

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

9. Smoke Penetration

Option A

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

10. Preservation of Fire Safety

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

11. Storage of Inflammable Liquids and Other Substances and Materials

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

12. Appearance of Lot

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

13. Cleaning Windows and Doors

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

14. Hanging out of Washing

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

- (3) In this by-law:
washing includes any clothing, towel, bedding or other article of a similar type.

15. Disposal of Waste – Bins for Individual Lots (applicable for Commercial Lots – Lots 1-7)

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

bin includes any receptacle for waste.

Waste includes garbage and recyclable material.

16. Disposal of Waste – Shared Bins (applicable for Residential Lots – Lots 8-38)

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

bin includes any receptacle for waste.

Waste includes garbage and recyclable material.

17. Change in Use of Lot to be Notified

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

18. Compliance with Planning and Other Requirements

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

19 Changes to Floor Coverings

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned and it must be submitted to the Owners Corporation to receive agreement from the Strata Committee.
An owner must also comply with By-Law 20.

20 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, which means at least the acoustic requirements of Building Code of Australia (BCA) and the standard prescribed by the Association of Australia Acoustical Consultants (AAAC).
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

21 Prevention of Hazards

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 create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

22 Provision of Amenities or Services

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

Note. Section 117 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

23 Controls on Hours of Operation and Use of Facilities

- (1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
 - a) that commercial or business activities may be conducted on a lot or common property only during the recommended standard trading hours as per current DA's for current opening and closing.
 - b) that facilities situated on the common property may be used only during certain times or on certain conditions.
- (2) An owner or occupier of a lot must comply with a determination referred to in clause (1).

24 Repealed

By-Law 24 is repealed and not replaced.

25 Lot 2 Exclusive Use

The registered proprietors of Lot 2 shall have the exclusive use of the common property area located between Lot 2 and Oaks Avenue shown in the Strata Plan and described as Common Property Terrace (T CP) aligning with the north-south boundaries of Lot 2 provided however that the registered proprietors of Lot 2 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

26 Lot 3 Exclusive Use

The registered proprietors of Lot 3 shall have the exclusive use of the common property area located between Lot 3 and Oaks Avenue shown in the Strata Plan and described as Common Property Terrace (T CP) aligning with the wall running along the north-south boundary on the western side of the said lot and to the east thereof ending at the common property area shown on the strata plan as Common Property Stairs (CP S) which area is excluded from the provisions of this by-law provided however that the registered proprietors of Lot 3 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

27 Lot 4 Exclusive Use

The registered proprietors of Lot 4 shall have the exclusive use of the common property area located behind Lot 4 aligning with the outside walls running along the north-south boundaries of the said lot and ending at the southern boundary of the common property provided however that the registered proprietors of Lot 4 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

28 Lot 5 Exclusive Use

The registered proprietors of Lot 5 shall have the exclusive use of the common property area located behind Lot 5 aligning with the outside walls running along the north-south boundaries of the said lot and ending at the southern boundary of the common property provided however that the registered proprietors of Lot 5 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

29 Lot 6 Exclusive Use

The registered proprietors of Lot 6 shall have the exclusive use of the common property area located behind Lot 6 aligning with the outside walls running along the north-south boundaries of the said lot and ending at the southern boundary of the common property provided however that the registered proprietors of Lot 6 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

30 Lot 7 Exclusive Use

The registered proprietors of Lot 7 shall have the exclusive use of the common property area located behind Lot 7 aligning with the outside walls running along the north-south boundaries of the said lot and ending at the southern boundary of the common property provided however that the registered proprietors of Lot 7 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

31 Lot 1 Exclusive Use

The registered proprietors of Lot 1 shall have the exclusive use of the area located adjacent to the western boundary of Basement Level 1 and referred to on Page 4 of the Strata Plan hereto as "SI" – Storage Room Subject to Special By-Law provided however that the registered proprietors of Lot 1 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

32 Lots 5, 6 and 7 Exclusive Use

The registered proprietors of Lots 5, 6 and 7 shall jointly have the exclusive use of the common property area located in front of the said lots located on the Ground Floor and referred to on Page 5 of the Strata Plan hereto as "CP FI" – Foyer Subject to Special By-Law provided however that the registered proprietors of Lots 5, 6 and 7 shall not restrict access to any other registered proprietor(s) of the said Lots and access shall at all times be permitted to the said registered proprietors as required under the Building Code of Australia. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

33 Lots 1, 4, 5, 6 and 7 Exclusive Use

The registered proprietors of Lots 1, 4, 5, 6 and 7 shall jointly have the exclusive use of the common areas being roof voids located on Levels 1, 2, 3, 4 and 5 and referred to on Pages 6, 7, 8 and 9 of the Strata Plan hereto as "CP V" – Void. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

34 Maintenance and Repair

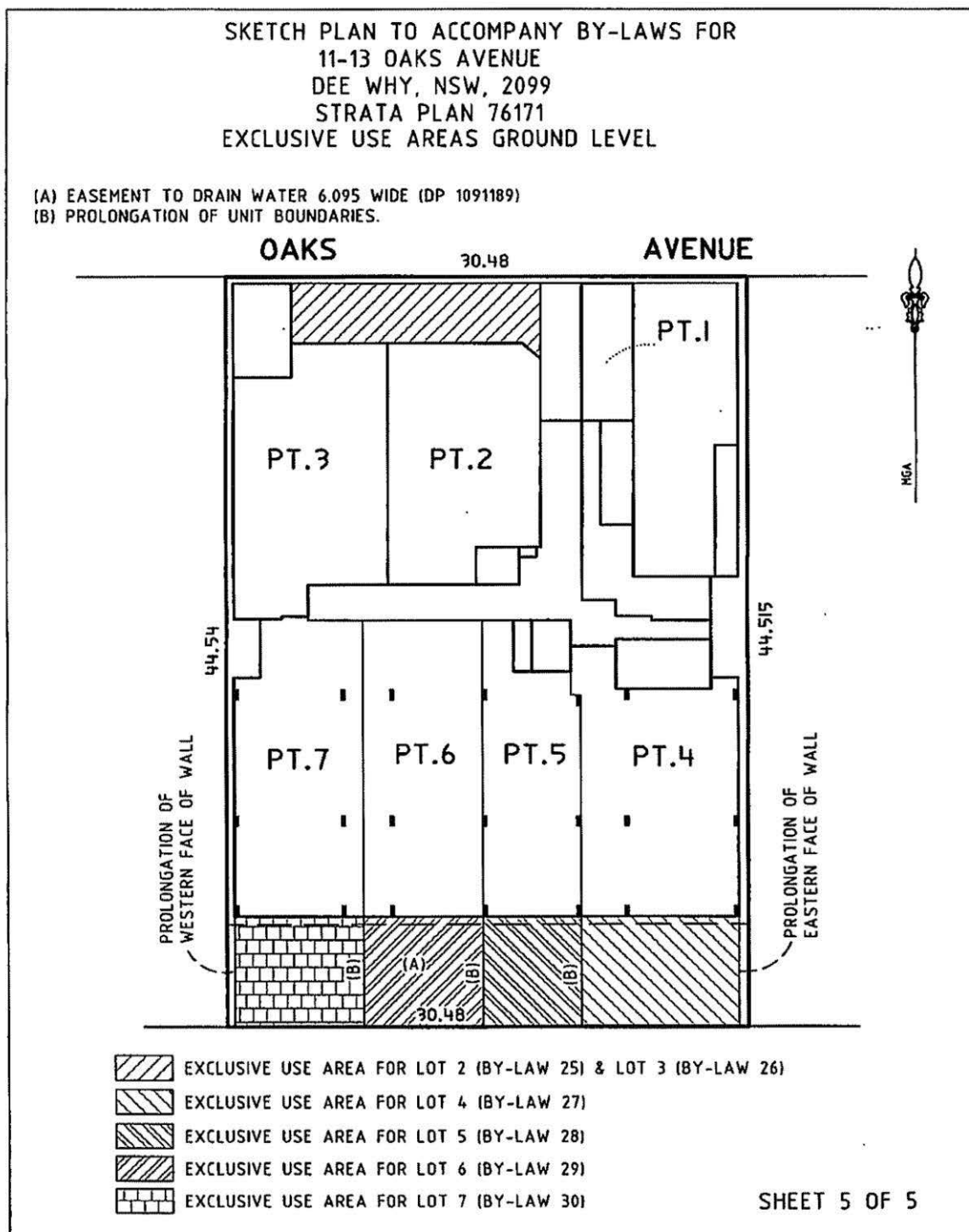
By-Law 34 is repealed and not replaced.

35 Security Swipe Cards

Each registered proprietor of each lot shall be entitled to two (2) swipe cards only for the security system and shall provide the owners corporation or strata manager details of the names, telephone numbers and registered number plate of motor vehicles accessing the building via the swipe cards. Any lost, stolen or misplaced swipe cards are required to be notified to the owners corporation or strata manager within 48 hours of such event and any replacement card shall be subject to a fee (being a minimum of \$100.00) to be paid by the relevant registered proprietor.

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SP76171



REGISTERED 20.12.2005

Special By-Law 1 – Lot 36 Works (AI664435E)

PART 1 GRANT OF RIGHT

Subject to the conditions in Part 3 of this by-law, the owner will have:

- (a) A special privilege in respect of the common property to perform the works and to erect and keep the works to and on the common property.

PART 2 DEFINITIONS & INTERPRETATION

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

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Building** means the building located at 11-13 Oaks Avenue, Dee Why NSW 2099.
- (c) **Insurance** means:
 - (i) Contractors all risk insurance in the sum of %5,000,000 in joint names of the Owner and the Owner's Corporation;
 - (ii) Insurance required under the Home Building Act 1989 in the joint names of the Owner and the Owner's Corporation (if applicable); and
 - (iii) Workers compensation insurance.
- (d) **Lot** means Lot 36 in strata plan 76171.
- (e) **Owner** means the owner of the Lot.
- (f) **Owners Corporation** means the owners corporation created by the registration of the strata plan registration number 76171.
- (g) **Works** means the alterations and additions to Lot 36, and so much of the common property as is necessary and approved and undertaken by the owner in accordance with the plans that are annexed hereto and marked "B" in relation to the proposed partial enclosure of the balcony and construction of floor to cover the void area within the apartment and otherwise as required to complete the works.

In this by-law, unless the context otherwise requires, a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996.

PART 3 CONDITIONS Before Commencement

- 3.1 The owner of a Lot is not required to undertake the Works contemplated in this by-law.
- 3.2 The provisions, conditions and obligations under this by-law only apply if and when the Owner of the Lot advises the Owners Corporation that they intend to carry out the Works under this by-law.
- 3.3 Before commencement of the Works the Owner must:
 - (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - (b) provide the Owners Corporation nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation;
 - (c) effect and maintain Insurance and provide a copy to the Owners Corporation; and
 - (d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law.

During Construction

- 3.4 Whilst the works are in progress the Owner of the Lot at the relevant time must:
 - (a) use duly licensed employees, contractors or agents to conduct the Works;
 - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
 - (c) ensure the Works are in keeping with the appearance of the rest of the Building;
 - (d) use reasonable endeavours to cause as little disruption as possible;

- (e) perform the Works during times reasonably approved by the Owners Corporation;
- (f) perform the Works within a period of 6 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- (g) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (h) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
- (j) provide the Owners Corporation nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (k) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

After Construction

- 3.5 After the Works have been completed the Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;
 - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works 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 any Authority to confirm that the works have been completed in accordance with the conditions of the development consent;
 - (d) provide the Owners Corporation's nominated representative(s) access to inspect the work within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law (the Owners Corporation's right to access the Lot immediately arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (c) immediately above have been complied with); and
 - (e) pay the Owners Corporation's reasonable costs of implementing this by-law.

Ongoing Obligations

- 3.6 An Owner must:
- (a) not carry out any alterations or additions or do any works other than those approved under this by-law;
 - (b) keep the Area clean and tidy at all times;
 - (c) properly maintain and upkeep the Works in a state of good and serviceable repair;
 - (d) use reasonable endeavours to cause as little disruption as possible when using the area to which exclusive use is granted pursuant to this by-law;
 - (e) allow the Owners Corporation (its servants or agents) and any Authority access to the balcony for the purposes of carrying out repair or maintenance of the common property or certification works that adjoin the balcony;
 - (f) remain liable for any damage to the lot or common property arising out of the use of the balcony directly attributable to the Owner's use of the balcony and will make good that damage immediately after it has occurred; and
 - (g) comply with all directions, orders and requirements of any Authority relating to the use of the balcony.

Enduring Rights and Obligations

- 3.7. The Owner:
- (a) must maintain and upkeep the Works;
 - (b) must maintain and upkeep those parts of common property in contact with the Works;
 - (c) remains liable for any damage to lot or common property arising out of the Works that they have undertaken; and
 - (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works that they have undertaken.
- 3.8 If the owner does not comply with any obligation under this by-law, then the Owner's Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon the balcony to carry out the work; and
- (c) recover the costs incurred by the Owners Corporation in carrying out that obligation from the defaulting Owner or Owners.

Special By-Law 2 – Partial Enclosure of Balcony – Lot 37 (A1276496V)

PART 1 GRANT OF RIGHT

Subject to the conditions in Part 3 of this by-law, the owner will have:

- (a) A special privilege in respect of the common property to perform the works and to erect and keep the works to and on the common property.

PART 2 DEFINITIONS & INTERPRETATION

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

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Building** means the building located at 11-13 Oaks Avenue, Dee Why NSW 2099.
- (c) **Lot** means Lot 37 in Strata Plan 76171.
- (d) **Owner** means the owner of Lot 37.
- (e) **Owners' Corporation** means the owners' corporation created by the registration of the strata plan registration number 76171.
- (f) **Works** means the alterations and additions to Lot 37, and so much of the common property as is necessary and approved and undertaken by the owner in relation to the partial enclosure of the balcony in the area identified on the following illustration and otherwise as required to complete and/or maintain the works.

In this by-law, unless the context otherwise requires, a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996.

PART 3 CONDITIONS ONGOING OBLIGATIONS

3.1 An Owner must:

- (a) not carry out any alterations or additions or do any works other than those approved under this by-law;
- (b) keep the Area clean and tidy at all times;
- (c) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (d) use reasonable endeavours to cause as little disruption as possible when using the area to which exclusive use is granted pursuant to this by-law;
- (e) allow the Owners Corporation (its servants or agents) and any Authority access to the balcony for the purposes of carrying out repair or maintenance of the common property or certification works that adjoin the balcony;
- (f) remain liable for any damage to the lot or common property arising out of the use of the balcony directly attributable to the Owner's use of the balcony and will make good that damage immediately after it has occurred; and
- (g) comply with all directions, orders and requirements of any Authority relating to the use of the balcony.
- (h) pay the Owners' Corporation's reasonable costs of implementing this by-law.

ENDURING RIGHTS AND OBLIGATIONS

3.2 The Owner:

- (a) must maintain and upkeep the Works;
- (b) must maintain and upkeep those parts of common property in contact with the Works;

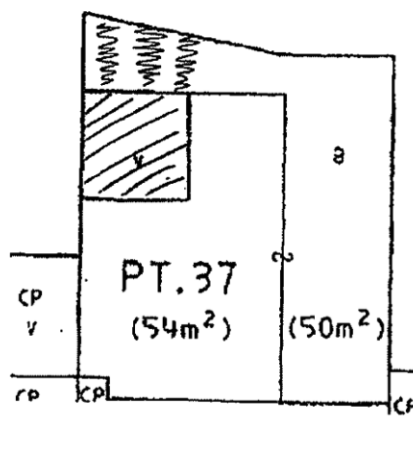
- (c) remains liable for any damage to lot or common property arising out of the Works that they have undertaken; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works that they have undertaken.

3.3 If the owner does not comply with any obligation under this by-law, then the Owner's Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon the balcony to carry out the work; and
- (c) recover the costs incurred by the Owners Corporation in carrying out that obligation from the defaulting Owner or Owners.

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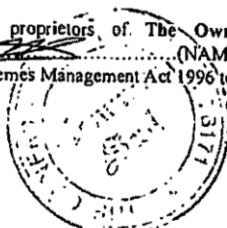
SP76171



LEVEL 5

THIS is page 4 of the notification of change of by-laws by The Owners of Strata Plan 76171 dated 31/01/2015

The Common Seal of the proprietors of The Owners Strata Plan 76171 was affixed on in the presence of (NAME BLOCK LETTERS) being the person authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



Special By-Law 3 – By-law to delegate minor renovations (AM960342L)

Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015* (NSW) the owners corporation is permitted to delegate its functions under Section 110 of that ACT to the strata committee and does so.

Special By-Law 4 - By-law to adopt the common property memorandum (AM960342L)

This by-law adopts the common property memorandum prescribed by the *Strata Schemes Management Regulation 2016* (NSW) for the purposes of Section 107 of the *Strata Schemes Management Act 2015* (NSW) as at 23 October 2017.

Special By-Law 5 - By-law to restrict occupancy (AM960342L)

An owner or occupier of a lot must not cause or permit more than two (2) adults per bedroom to reside in their lot, being a lot that is a residence. In this by-law a term defined in the *Strata Schemes Management Act 2015* (NSW) (whether generally or for the purposes of Section 137 of that Act) has the same meaning.

Special By-Law 6 - Air conditioners (AP118814U)

With written consent of the Owners Corporation, owners can install parts of air- conditioners on common property provided they supply full details (necessary as for a minor renovation) about its positioning and specification and that meets the requirements of Section 142-145 of the *Strata Scheme Act 2015* for a common property rights by-law and the owner signs a consent form to agree to maintain it. Note: to continue to use an air-conditioner that already has part installed on common property the owner will need to sign a consent form.

Special By-Law 7 - Storage car spots (AP118814U)

- a) An owner or occupier of a lot shall not store or place on the common property, or in the confines of the garage space allocated to his unit, any items other than a motor vehicle, cycle or craft designed for use on water, except for personal or household items stored in a metal storage cabinet of a type approved by the owners corporation.
- b) Previously installed storage sheds will be exempt from this By-Law however upon any change of tenancy or ownership of the Lot, the non-compliant sheds are to be removed.

Special By-law 8 - Visitor parking

- i) Visitor vehicles cannot be parked in the visitor car spots overnight without first obtaining permission from the Strata Committee and supplying the registration number, contact details and expected dates that it will be parked, and
- ii) These visitor parking spots cannot be used by any residents living in the building at any time.

Special By-law 9 - CCTV footage and cameras

- i) The Owners Corporation may install CCTV cameras in locations determined by the OC on the Common Property. The OC must maintain recording equipment and cameras.
- ii) The OC will record and store footage from the CCTV cameras as it sees fit.
- iii) The OC may engage a CCTV consultant or CCTV contractor for the purposes of recording and storing footage.
- iv) All CCTV footage recorded by the Strata Schemes CCTV cameras is confidential.
- v) All CCTV footage recorded by the Strata Schemes CCTV cameras is and will be kept as determined by the OC including by any CCTV contractor.
- vi) No Building Manager, Owner, Occupier, the SC or SC member will be entitled to access any of the CCTV footage except in accordance with this By-Law.
- vii) If the Building Manager, Owner Occupier, the SC or SC member wishes to access any CCTV footage they must follow this process:
- viii) A request is made to the SC, an SC member or another SC member with relevant details including the reason why access is required.
- ix) Unless otherwise determined by the OC, the only acceptable reasons for requesting access to CCTV footage shall be when a Building Manager, Owner, Occupier, the SC, or SC member suspects a By-Law has been breached, the peaceful amenity of the building or its residents has been affected or a serious act or crime has been committed.
- x) The Building Manager, Owner, Occupier, SC or SC member requires written authority of at least one SC member other than themselves to access CCTV footage.
- xi) In an emergency, CCTV footage may be accessed by the Building Manager or by a SC member.

- xii) Whenever CCTV footage is accessed, all SC members must be immediately notified with a full explanation.
- xiii) In each instance a written request or authority includes Email.

Special By-law 10 - Building security (AP118814U)

An Owner or Occupier of a lot and their guest must ensure that security of the common areas is maintained at all times. Owners or occupiers and their guest must ensure that all entry doors, exit doors, fire doors and garage doors are kept closed at all times when not in use.

Special By-law 11 - Lot 33 Works

Purpose of By-law

- (1) This common property rights by-law confers on the Owner Rights of Exclusive Use to part of the common property and Special Privileges to perform Works on the common property for the benefit of that Owner and assigns responsibility for the repair and maintenance of the part of the common property for which the Rights of Exclusive Use are conferred and Works undertaken, in accordance with the conditions in this common property rights by-law.

Defined Terms and Interpretation

- (2) "**Act**" means the *Strata Schemes Management Act 2015*.
- (3) "**Lot**" means Lot 33 in Strata Plan No.76171.
- (4) "**Major Renovations**" means works that involve structural changes, work that changes the external appearance of a lot, work involving waterproofing, or work for which consent, or another approval is required under any other Act or the law.
- (5) "**Minor Renovations**" means work items as defined in section 110 of the Act, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and pursuant to any Minor Renovations By-law applicable to the scheme.
- (6) "**Owner**" means the owner or owners from time to time (present and future) of the Lot.
- (7) "**Rights of Exclusive Use**" means the rights to exclusively use part of the common property affected by and attached to the Works undertaken by the Owner.
- (8) "**Special Privileges**" means the privilege to alter and add to the common property by performing Works that affect the common property.
- (9) "**Works**" means the alterations and additions, in or to the Owner's Lot and the common property, including Major Renovations and Minor Renovations, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) as detailed below and as marked in **Floor Plan**, annexed to this by-law, and marked "**Annexure A**":

(I) Mezzanine style structural timber infill floor above the living/dining room in the roof void area within the Lot

- (a) Demolition of existing dwarf stud wall
- (b) Installation of timber joists
- (c) Installation of 1800x900x19mm particleboard yellow tongue
- (d) Installation of plasterboard ceiling
- (e) Installation of gas pipe for personal heater
- (f) Installation of 4 downlights
- (g) Installation of 2 power points (electrical cables to run from the kitchen)

(II) Replacement Sliding Door to Balcony on First Floor

- (a) Removal of existing 3 fixed panels to balcony from the first floor.
 - (b) Installation of new Sliding 2 Panel, 400 Centre Glaze Light Framing Door, 2800mm x 3100mm, in AWS Zeus White Satin Finish, including black "D" pull handle and fibre mesh flyscreens.
- (10) In this common property rights by-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this common property rights by-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (11) This common property rights by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws applicable to Strata Plan No.76171 and this by-law, the provisions of this by-law shall prevail.

Grant of Rights of Exclusive Use and Special Privileges

- (12) On the conditions set out in this common property rights by-law, the Owner shall have Rights of Exclusive Use and Special Privileges to carry out and keep Works on their Lot and so much of the common property that is necessary for the benefit of that Owner.
- (13) This common property rights by-law shall not be amended, added to, or repealed except with the consent in writing of the Owner.

CONDITIONS

Before undertaking Works

Planning, Approvals and Certificates

- (14) The Owner must, if required by law, obtain, and provide to the Owners Corporation, written approval for the Works from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* and any other relevant statutory authority whose requirements apply to performance of the Works.
- (15) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.
- (16) The Owner must ensure that the design for any structural works forming part of the Works is certified in accordance with the *Design and Building Practitioners Act 2020* (where applicable).

Development Application

- (17) If required, the Owners Corporation authorises the Strata Managing Agent to affix the common seal of the Owners Corporation on the Development Application to the local authority in respect of the Works to be undertaken on the Lot in accordance with this by-law.
- (18) The Owner must provide the Owners Corporation with documentation of any alteration and / or addition to the Works as required by the local authority or any other statutory authority.

Specification of Works

- (19) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works, including but not limited to:
- (a) further specifications of the Works and all completed plans for the Works;
 - (b) if required, a structural engineering certificate to confirm the Works will not affect the structural integrity of the Lot;
 - (c) the signed Owner's consent form for this By-law in respect of the Works;
 - (d) licence details of the contractor performing the Works; and
 - (e) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

Carrying out the Works

Hours of Works

- (20) The Owner must perform the Works as prescribed by the local authority or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

- (21) The Owner performing the Works must comply with all directions, orders, and requirements of any statutory or other authority, and of the Owners Corporation and must ensure, and be responsible for, compliance with such directions, orders and requirements by the Owner's servants, agents, and contractors.
- (22) The Owner performing the Works must ensure that the Works are carried out in compliance with all applicable building codes and standards (including but without limitation the National Construction Code (NCC) and the Australian Standards and in compliance with the *Home Building Act 1989* and all other relevant laws (including but without limitation in relation to fire safety) and in compliance with the by-laws applicable to the strata scheme.

General Conditions

- (23) When performing the Works, the Owner must:
- (a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
 - (b) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
 - (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
 - (d) ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
 - (e) keep all areas of the building outside their Lot clean and tidy throughout the performance of the Works.
 - (f) repair promptly any damage caused or contributed to by the Works, including damage to the common property, or another lot in the strata scheme, or damage to the property of the Owners Corporation, or the property of an owner or occupier of another lot in the strata scheme.

- (g) ensure the Works are carried out:
 - (i) in compliance with the manufacturer's specifications and instructions for installation, where applicable;
 - (ii) using materials that are new and fit for the purposes to which those materials are put; and
 - (iii) in a manner so as to result in the Works being reasonably fit for occupation.

After Completion of the Works

- (24) Immediately upon completion of the Works, the Owner must notify the Owners Corporation in writing that the Works have been completed and must restore any lot property or common property affected by the Works (but not forming part of the Works) as nearly as possible to the state they were in immediately before the Works.
- (25) The Owner must deliver to the Owners Corporation any documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot (for example, any necessary compliance certificate or occupation certificate).

Owner's Enduring Rights and Obligations

Maintenance and Repair

- (26) The Owner must, at the Owner's expense properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works.
- (27) If the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.
- (28) The Owner must:
 - (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works.
 - (b) ensure that the Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another lot, or the common property.

Liability and Indemnity

- (29) The Owner indemnifies the Owners Corporation against –
 - (a) any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the building, whether such part being common property or any lot, caused by, arising out of or related to the Works including their installation, repair, maintenance, replacement, removal and/or use;
 - (b) any excess payable by way of claim made under the Owners Corporation's insurance and / or increased insurance premiums by the Owners Corporation as a direct result of the Works, including their installation, repair, maintenance, replacement, removal and/or use;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works, including their installation, repair, maintenance, replacement, removal and/or use; and
 - (d) liability under **section 122 (6)** of the **Strata Schemes Management Act 2015** in respect of repair of the common property attached to the Works.

- (30) The Owners Corporation has specially resolved that it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works, and that this decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

Repair of Damage

- (31) The Owner is liable for and must, at the Owner's expense, make good any damage to the Lot, another lot or the common property arising out of or in connection with the Works (no matter when such damage may become evident) and will make good that damage immediately after it has occurred.
- (32) Any loss and damage suffered by the Owners Corporation as a result of the Owner using the common property altered by the Works, or which the Works shall be added, and / or performing and using the Works, including failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered 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.

Breach of By-law

- (33) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Costs of this By-Law

- (34) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the drafting, passing and registration of this by-law. The Owners Corporation may refuse to execute any document relating to the registration of this by law until such time as the Owner pays those costs.

Annexure A



DIRECTORS

Stewart McGeady Rick Wray Brad Seghers



Date: 21/11/2023
Client: Neil Jeffreys

Job No. 2311017
Engineer: NC

Site: 33/11-13 Oaks Avenue, Dee Why

At the request of Neil Jeffreys, Nick Crowle of Northern Beaches Consulting Engineers P/L carried out a site inspection at the above property in November 2023. The purpose of the visit was to inspect and comment on the capacity of the existing structure to support the proposed alterations.

The assessment was limited to the proposed wall alterations and consisted of a walk over style inspection of the building. The multi storey structure is generally constructed with brick walls, concrete floors, and a sheet metal roof.

PROPOSED WORKS

The proposed works are detailed on S01-S02 attached to this certificate.

ASSESSMENT

The walls are considered sound and provide an adequate structure for the proposed works, provided that engineering plans are complied with. The works are not expected to adversely affect the buildings overall structural integrity.

STRUCTURAL REQUIREMENTS

1. Install 2/200x45 LVL13 Wall Plates (WP).
2. Install 200x45 LVL13 at 450 centres (IJ1), with a maximum span of 3400 mm, to support the new floor structure proposed. The floor structure has been designed for 1.5 kPa. IJ1 and WP are to be installed in accordance with the attached detail on S02.

Note: Certificate and plans provided are for submission to the owner's corporation for internal approval only. If structural documentation is required to comply with DBP Act building requirements, additional costs apply.

Note: This certification does not cover any defects to the structure that were not included for assessment at the time of inspection. In the event that defects are uncovered during construction or become apparent after construction is complete, then the engineer should inspect the areas of concern and prepare a specification for remedial works. (These works will be carried out at hourly rates.) The procedure above in no way relieves the builder of their usual construction obligations.

If the proposed works are to be certified in accordance with this report, they must be inspected by Northern Beaches Consulting Engineers while exposed. An additional fee applies.

Yours sincerely,

NORTHERN BEACHES CONSULTING ENGINEERS P/L


Stewart McGeady
BE (Civil), MIEAust., PDP, PRE, DEP.
(Director NB Consulting Engineers)

P:\2311017 UNIT 33, 11-13 OAK AVENUE, DEE WHY\ENG Design\2311017 SC001 2023-11-21.doc

Northern Beaches Consulting Engineers Pty Ltd Structural, Civil & Stormwater Engineers ACN: 076 121 616 ABN: 24 076 121 616

Sydney: Suite 207, 30 Fisher Rd Dee Why NSW 2099 Ph: (02) 9984 7000 Email: nb@nbconsulting.com.au

Gold Coast: Unit 8, 1726 Gold Coast Highway, Burleigh Heads QLD 4220 Ph: (07) 5631 4744

ALTERATIONS AND ADDITIONS

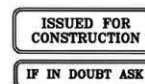
at: 33/11-13 OAKS AVENUE, DEE WHY

for: NEIL JEFFREYS

Prepared By:

NB Consulting Engineers
STRUCTURAL • CIVIL • STORMWATER • REMEDIAL
A.C.N. 076 121 616 A.B.N. 24 076 121 616
Sydney: Ph: (02) 9984 7000
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E : nb@nbconsulting.com.au W : www.nbconsulting.com.au
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DRAWING SCHEDULE:
S01 - GENERAL NOTES
S02 -LEVEL 2 FRAMING PLAN

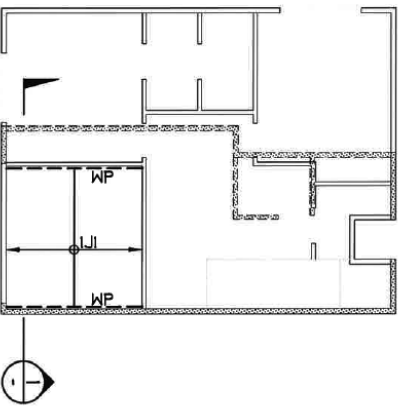
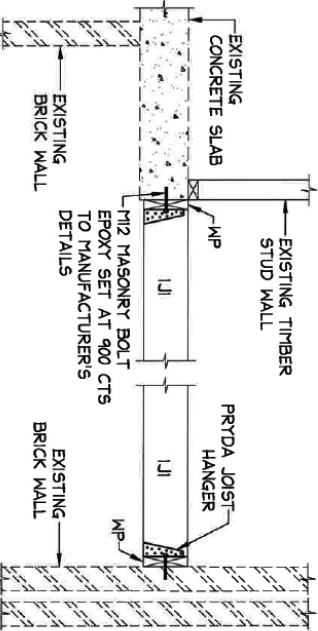


2311017

REV. A - 21.11.2023

NB Consulting Engineers

[illegible]

												
<p>Scale check - 100mm when printed to scale</p>												
<p>LEVEL 2 FRAMING PLAN</p> <p>SCALE = 1 : 100</p>												
<p>MEMBER SCHEDULE</p> <p>(REFER TO NOTES FOR STEELWORK CORROSION PROTECTION)</p> <table><thead><tr><th>MARK</th><th>MEMBER</th><th>REMARKS</th></tr></thead><tbody><tr><td>LI</td><td>200x45 LVL 13</td><td>FLOOR JOISTS AT 450 CTS</td></tr><tr><td>WP</td><td>200x45 LVL 13</td><td>WALL PLATE + M12 MASONRY BOLTS AT 900 CTS</td></tr></tbody></table> <p>NOTE:</p> <p>1. ALL TIMBER SHALL BE KILN DRIED, DO NOT USE GREEN TIMBER.</p> <p>2. ALL SOFTWOOD TIMBER FRAMING TO HAVE A MINIMUM TREATMENT PROTECTION OF 12 or 12 TREATED FOR TERPITE PROTECTION U.N.O.</p>				MARK	MEMBER	REMARKS	LI	200x45 LVL 13	FLOOR JOISTS AT 450 CTS	WP	200x45 LVL 13	WALL PLATE + M12 MASONRY BOLTS AT 900 CTS
MARK	MEMBER	REMARKS										
LI	200x45 LVL 13	FLOOR JOISTS AT 450 CTS										
WP	200x45 LVL 13	WALL PLATE + M12 MASONRY BOLTS AT 900 CTS										
<p>SECTION 1</p> <p>SCALE = 1:20</p>												
<p>NOTES:</p> <p>1. THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION IF THE ISSUE DATE PRECEDES THE ISSUE DATE ON THE ARCHITECTURAL DRAWINGS.</p> <p>2. DO NOT SCALE FROM THIS DRAWING.</p> <p>3. ALL DIMENSIONS ARE TO BE VERIFIED ON SITE BY THE BUILDER BEFORE COMMENCING WITH ASSOCIATED WORK.</p> <p>4. FOR GENERAL NOTES REFER TO DRAWING NUMBER: 501.</p>												
<p>MEMBER CERTIFICATION</p> <p>Date: 21/11/2023</p> <p>Signature: [Signature]</p> <p>Per: [Signature]</p> <p>By: [Signature]</p> <p>The copy of this drawing, when used, shall be accompanied by the original of this document.</p>												
<p>NB Consulting Engineers</p> <p>STRUCTURAL - CIVIL - STORMWATER - MECHANICAL</p> <p>ACN: 078 121 618 A.B.N. 24 078 121 618</p> <p>State: NSW, City: Sydney, NSW, 2000</p> <p>Office: 1/100 Pitt Street, Sydney, NSW, 2000</p> <p>Phone: (02) 955 5555</p> <p>Mobile: 0411 123 456</p> <p>Email: info@nbconsulting.com.au</p> <p>Website: www.nbconsulting.com.au</p>												
<p>PROJECT INFORMATION</p> <p>Project: ALTERATIONS & ADDITIONS AT 33/11-13 OAKS AVE, DEE WHY</p> <p>Client: NEIL JEFFREYS</p> <p>Design Title: LEVEL 2 FRAMING PLAN</p> <p>Issue No: 2311017</p> <p>Issue Date: NOV 23</p> <p>Issue By: CS</p> <p>Issue For: NB</p> <p>Issue By: A</p>												
<p>ISSUED FOR CONSTRUCTION</p> <p>IF IN DOUBT ASK</p>												

Special By-law 12 - Use of Planter Boxes on the Lot

- (1) An owner or occupier shall be responsible for the maintenance of any plants or pot plants, placed or installed by the owner or occupier in the common property planter boxes on their lot, and must ensure that plants or pot plants, placed or installed in the common property planter boxes on their lot, are in keeping the appearance of the strata scheme.
- (2) An owner or occupier must ensure that any plants or pot plants, placed or installed by the owner or occupier in the common property planter boxes on their lot, are maintained to not be taller than one (1) metre.
- (3) An owner or occupier must ensure that any plants or pot plants, placed or installed by the owner or occupier in the common property planter boxes on their lot, are kept neat and tidy and no plants or pot plants grows into or over the common property planter boxes.
- (4) Where any waterproofing is failed, or any other damage is caused (such as drainage pipes in the planter boxes being blocked by soil or roots), by the tree roots of any plants or pot plants placed or installed by the owner or occupier in the common property planter boxes on their lot, the owner or occupier that installed that plant or pot plant must be responsible for the repair of the waterproofing to that common property planter box affected and all other water damage caused to the common property or another lot.
- (5) An owner or occupier must when watering plants and pot plants, placed or installed by the owner or occupier in the common property planter boxes on their lot, ensure that water does not leave the planter box, and affect any other lot or the common property.
- (6) An owner or occupier will be responsible for, and indemnifies the owners corporation for, any damage or loss suffered, caused or contributed to by plants and pot plants, placed or installed by the owner or occupier in the common property planter boxes on their lot, from being overwatered, or being thrown from, or blowing off an owner or occupier's lot.
- (7) An owner or occupier must, at their own expense, make good any damage to the common property or another lot on the scheme caused as a result of plants and pot plants, placed or installed by the owner or occupier in the common property planter boxes on their lot, from, being overwatered, or being thrown from, or blowing off an owner or occupier's lot, no matter when such damage may become evident.

Special By-law 13 - Lot 8 Works

Purpose of By-law

- (1) This common property rights by-law confers on the Owner Rights of Exclusive Use to part of the common property and Special Privileges to perform Works on the common property for the benefit of that Owner and assigns responsibility for the repair and maintenance of the part of the common property for which the Rights of Exclusive Use are conferred and Works undertaken, in accordance with the conditions in this common property rights by-law.

Defined Terms and Interpretation

- (2) "**Act**" means the *Strata Schemes Management Act 2015*.
- (3) "**Lot**" means Lot 8 in Strata Plan No.76171.
- (4) "**Major Renovations**" means works that involve structural changes, work that changes the external appearance of a lot, work involving waterproofing, or work for which consent, or another approval is required under any other Act or the law.

- (5) **"Minor Renovations"** means work items as defined in section 110 of the Act, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and pursuant to any Minor Renovations By-law applicable to the scheme.
- (6) **"Owner"** means the owner or owners from time to time (present and future) of the Lot.
- (7) **"Rights of Exclusive Use"** means the rights to exclusively use part of the common property affected by and attached to the Works undertaken by the Owner.
- (8) **"Special Privileges"** means the privilege to alter and add to the common property by performing Works that affect the common property.
- (9) **"Works"** means the alterations and additions, in or to the Owner's Lot and the common property, including Major Renovations and Minor Renovations, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) to renovate the bathroom, ensuite and laundry on the Lot as detailed below:
 - (a) Remove existing floor tiles, wall tiles, fixtures, fittings, and accessories.
 - (b) Re-render walls as required.
 - (c) Grind down the floor and prepare for waterproofing.
 - (d) Re-waterproof bathroom, ensuite and laundry to Australian Standards
 - (e) Apply screed bed and lay tiles on the floor and wall to the ceiling in bathroom and ensuite.
 - (f) Lay tiles on the floor in laundry and lay skirting tiles.
 - (g) Install two new shower screens in bathroom and ensuite, with full frameless glass 10mm thick.
 - (h) Install new fixtures, fittings and accessories in bathroom, ensuite and laundry, including toilet, vanity, bath, towel rail and paper roll holders. No structural works proposed. To use existing drainage.
- (10) In this common property rights by-law, unless the context otherwise requires:
 - (a) headings do not affect the interpretation of this common property rights by-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (11) This common property rights by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws applicable to Strata Plan No.76171 and this by-law, the provisions of this by-law shall prevail.

Grant of Rights of Exclusive Use and Special Privileges

- (12) On the conditions set out in this common property rights by-law, the Owner shall have Rights of Exclusive Use and Special Privileges to carry out and keep Works on their Lot and so much of the common property that is necessary for the benefit of that Owner.

- (13) This common property rights by-law shall not be amended, added to, or repealed except with the consent in writing of the Owner.

CONDITIONS

Before undertaking Works

Planning, Approvals and Certificates

- (14) The Owner must, if required by law, obtain, and provide to the Owners Corporation, written approval for the Works from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* and any other relevant statutory authority whose requirements apply to performance of the Works.
- (15) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.
- (16) The Owner must ensure that the design for any structural works forming part of the Works is certified in accordance with the *Design and Building Practitioners Act 2020* (where applicable).

Specification of Works

- (17) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works, including but not limited to:
- (a) further specifications of the Works and all completed plans for the Works;
 - (b) the signed Owner's consent form for this By-law in respect of the Works;
 - (c) licence details of the contractor performing the Works; and
 - (d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

Carrying out the Works

Hours of Works

- (18) The Owner must perform the Works as prescribed by the local authority or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

- (19) The Owner performing the Works must comply with all directions, orders, and requirements of any statutory or other authority, and of the Owners Corporation and must ensure, and be responsible for, compliance with such directions, orders and requirements by the Owner's servants, agents, and contractors.
- (20) The Owner performing the Works must ensure that the Works are carried out in compliance with all applicable building codes and standards (including but without limitation the National Construction Code (NCC) and the Australian Standards and in compliance with the *Home Building Act 1989* and all other relevant laws (including but without limitation in relation to fire safety) and in compliance with the by-laws applicable to the strata scheme.

General Conditions

(21) When performing the Works, the Owner must:

- (a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
- (b) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
- (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- (d) ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
- (e) keep all areas of the building outside their Lot clean and tidy throughout the performance of the Works.
- (f) repair promptly any damage caused or contributed to by the Works, including damage to the common property, or another lot in the strata scheme, or damage to the property of the Owners Corporation, or the property of an owner or occupier of another lot in the strata scheme.
- (g) ensure the Works are carried out:
 - (i) in compliance with the manufacturer's specifications and instructions for installation, where applicable;
 - (ii) using materials that are new and fit for the purposes to which those materials are put; and
 - (iii) in a manner so as to result in the Works being reasonably fit for occupation.
- (h) ensure that any services required to operate the Works are connected to the Lot's electricity or appropriate supply.

After Completion of the Works

- (22) Immediately upon completion of the Works, the Owner must notify the Owners Corporation in writing that the Works have been completed and must restore any lot property or common property affected by the Works (but not forming part of the Works) as nearly as possible to the state they were in immediately before the Works.
- (23) Upon completion of the Works, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents relating to the Works:
 - (a) a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications, and including a certificate from the licensed and insured contractor who installed the waterproofing membranes as part of the Works certifying the waterproofing membranes have been installed in accordance with all relevant NCC requirements, Australian Standards and laws; and
 - (b) any other documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot.

Owner's Enduring Rights and Obligations

Maintenance and Repair

- (24) The Owner must, at the Owner's expense properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works.

- (25) If the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.
- (26) The Owner must:
- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works.
 - (b) ensure that the Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another lot, or the common property.

Liability and Indemnity

- (27) The Owner indemnifies the Owners Corporation against –
- (a) any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the building, whether such part being common property or any lot, caused by, arising out of or related to the Works including their installation, repair, maintenance, replacement, removal and/or use;
 - (b) any excess payable by way of claim made under the Owners Corporation's insurance and / or increased insurance premiums by the Owners Corporation as a direct result of the Works, including their installation, repair, maintenance, replacement, removal and/or use;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works, including their installation, repair, maintenance, replacement, removal and/or use; and
 - (d) liability under **section 122 (6)** of the **Strata Schemes Management Act 2015** in respect of repair of the common property attached to the Works.
- (28) The Owners Corporation has specially resolved that it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works, and that this decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

Repair of Damage

- (29) The Owner is liable for and must, at the Owner's expense, make good any damage to the Lot, another lot or the common property arising out of or in connection with the Works (no matter when such damage may become evident) and will make good that damage immediately after it has occurred.
- (30) Any loss and damage suffered by the Owners Corporation as a result of the Owner using the common property altered by the Works, or which the Works shall be added, and / or performing and using the Works, including failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered 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.

Breach of By-law

- (31) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this common property rights by-law, and recover the costs for replacement or rectification from the Lot Owner, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Costs of this By-Law

(32) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the drafting, passing and registration of this by-law. The Owners Corporation may refuse to execute any document relating to the registration of this by law until such time as the Owner pays those costs.



The seal of The Owners-Strata Plan No 76171 was affixed on 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): Phillip Court

Name(s) [use block letters]: Phillip Court Electronic signature of me, Phillip Court, affixed by me on

Authority:..... Strata Managing Agent

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88E, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 4 sheets)

DP1091089

Plan of Lots 6 & 7 of Section 15 in Deposited
Plan 8172 covered by Council Development
Application No. 2001/0243.

Full name and address of
the proprietor of the land:

Merrag Pty Ltd
7 Oaks Avenue
Dee Why, NSW, 22099

PART 1

Number of Items	Identity of Easement or Restriction to be created and referred to in the plan	Burdened Lot	Benefited Lot / Authority
1.	Easement to Drain Water 6.095 wide	56	Warringah Council
2.	Restriction on the Use of Land	56	Warringah Council
3.	Positive Covenant	56	Warringah Council

PART 2

2. Terms of Restriction on Use of Land Secondly referred to in the abovementioned plan.

The registered proprietor covenants with the Warringah Council (Council) in respect to the structure erected on the land described as "on site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) shown on plans approved by the Council No 2001/0243DA (hereinafter called "the system").

1. The registered proprietors covenant with the Warringah Council (Council) that they will not:
 - i. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.
 - ii. Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of the authority.
 - iii. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E (5) of the Act.

For the purposes of this covenant:



Approved by Warringah Council

WARRINGAH COUNCIL



Authorised Person

Authorised person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88E, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of 4 sheets)

DP1091089

Plan of Lots 6 & 7 of Section 15 in Deposited
Plan 8172 covered by Council Development
Application No. 2001/0243.

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council No ~~2002/47375A~~ ^{2001/0243} including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

Name of Authority empowered to Release, Vary or Modify the Restrictions Secondly referred to in abovementioned Plan is Warringah Council provided that all such releases, variations and modifications are carried out at the expense of the persons seeking same.

2. Terms of Positive Covenant Thirdly referred to in the abovementioned plan.

The registered proprietor covenants with the Warringah Council (Council) that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:.

1. The registered proprietor will -
 - i keep the system clean and free from silt, rubbish and debris
 - ii maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
2. For the purposes of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
3. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to the extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.
4. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
 - i. In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers to be reasonable to comply with the said notice referred to in 1 hereof.


Approved by Warringah Council

WARRINGAH COUNCIL


Authorised Person

Authorised person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88E, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of 4 sheets)

DP1091089

Plan of Lots 6 & 7 of Section 15 in Deposited
Plan 8172 covered by Council Development
Application No. 2001/0243.

- ii. The Council may recover from the registered proprietor in a Court of competent jurisdiction:
- (a) Any expense reasonably incurred by it in exercising its powers under sub-paragraph I hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
 - (b) Legal costs on an indemnity basis for the issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of the registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
5. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act

For the purposes of the covenant:

Structure and Works shall mean the on-site stormwater detention/system constructed on the land as detailed on the plans approved by Council No ~~2002/1737DA~~ ^{2001/0243} including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

In this covenant "Council" means Warringah Council

Name of Authority empowered to Release, Vary or Modify the Positive Covenant Thirdly referred to in abovementioned Plan is Warringah Council provided that all such releases, variations and modifications are carried out at the expense of the persons seeking same.



Approved by Warringah Council

WARRINGAH COUNCIL


.....
Authorised Person

Authorised person

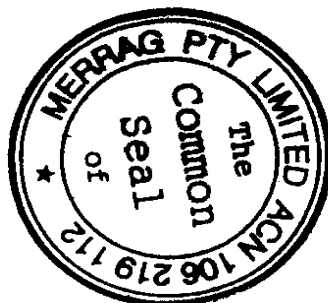
INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88E, CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 4 of 4 sheets)

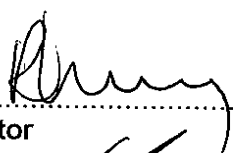

PLAN

Plan of Lots 6 & 7 of Section 15 in Deposited
Plan 8172 covered by Council Development
Application No. 2001/0243.



DP1091089

THE COMMON SEAL of Merrag Pty Limited
was hereunto affixed by authority of the
Directors previously given and in
the presence of:


.....
Director Date

.....
Secretary Date

EXECUTED by BANK OF WESTERN
AUSTRALIA LTD ABN 22 050 494 454
by its duly constituted attorneys under
power of attorney Book 4305 No.959
dated 10th April 2001
who has no notice of revocation of such
power of attorney in the presence of:



An officer of the Bank

WARWICK JAMES TINGLE
Witness name (please print).....

BANK OF WESTERN AUSTRALIA LTD
by its attorneys


.....
Signature

NAME MICHAEL DAVIDSON
.....
Name

TITLE DIRECTOR
.....
Title

.....
Signature

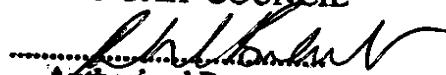
.....
Name

.....
Title



Approved by Warringah Council

WARRINGAH COUNCIL


.....
Authorised Person

Authorised person



AM960342L

Form: 15CH
Release: 1-0

CONSOLIDATION/
CHANGE OF BY-LAWS
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

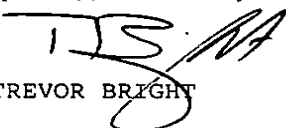
PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for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

(A) TORRENS TITLE	For the common property CP/SP76171	
(B) LODGED BY	Document Collection Box 312D	Name, Address or DX, Telephone, and Customer Account Number if any LAWAGENTS 123202Y Reference: My Bylaw SP 76171
	CODE CH	

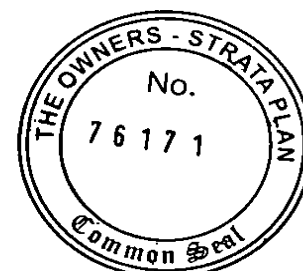
- (C) The Owners-Strata Plan No. 76171 certify that pursuant to a resolution passed on 23/10/2017 and
- (D) in accordance with the provisions of SECTION 141 OF THE STRATA SCHEMES MANAGEMENT ACT 2015 the by-laws are changed as follows—
- (E) Repealed by-law No. By-laws 1-23, 34
Added by-law No. Bylaws 1-18, Special Bylaws 3,4&5
Amended by-law No.
as fully set out below:
Consolidated set of by-laws attached as Annexure A

OFF SQ
CB A1664435
CB AJ276496
ON CDBL
CI

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. **76171** was affixed on 30 November 2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: 
Name: TREVOR BRIGHT
Authority: STRATA MANAGING AGENT

Signature:
Name:
Authority:



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. 76171 was affixed on ^ 30/11/2017 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: TREVOR WRIGHT Authority: STRATA MANAGING AGENT

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.



ANNEXURE A

Registered By-Laws (after AGM, 23 October 2017)

SP 76171 - 11-13 OAKS AVENUE, DEE WHY NSW 2099

1. Vehicles

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

2. Changes to Common Property

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation:

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

(2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in Clause (1) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in Clause (1) that forms part of the common property and that services the lot.

3. Damage to Lawns and Plants on Common Property

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

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

4. Obstruction of Common Property

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

5. Keeping of Animals

Option B

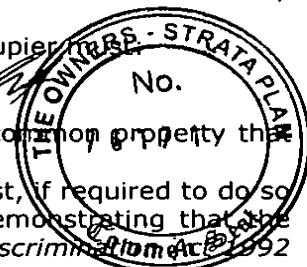
(1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:

- (a) keep the animal within the lot, and
- (b) supervise the animal when it is on the common property, and
- (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

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



6. Noise

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

7. Behaviour of Owners, Occupiers and Invitees

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

8. Children Playing on Common Property in Building

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

9. Smoke Penetration Option A

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

10. Preservation of Fire Safety

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

11. Storage of Inflammable Liquids and Other Substances and Materials

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

12. Appearance of Lot

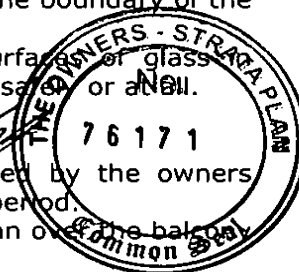
- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging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

13. Cleaning Windows and Doors

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

14. Hanging out of Washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:
washing includes any clothing, towel, bedding or other article of a similar type.



30/11/17

15. Disposal of Waste – Bins for Individual Lots (applicable for Commercial Lots – Lots 1-7)

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

bin includes any receptacle for waste.

Waste includes garbage and recyclable material.

16. Disposal of Waste – Shared Bins (applicable for Residential Lots – Lots 8-38)

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

bin includes any receptacle for waste.

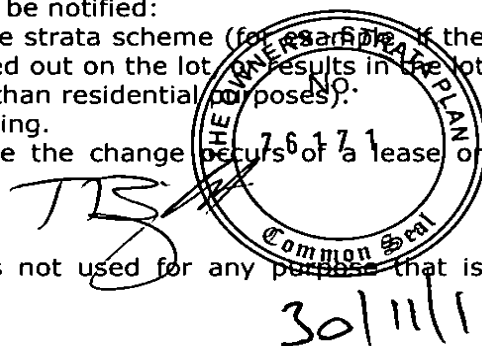
Waste includes garbage and recyclable material.

17. Change in Use of Lot to be Notified

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

18. Compliance with Planning and Other Requirements

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



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

19 Changes to Floor Coverings

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned and it must be submitted to the Owners Corporation to receive agreement from the Strata Committee.
An owner must also comply with By-Law 20.

20 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, which means at least the acoustic requirements of Building Code of Australia (BCA) and the standard prescribed by the Association of Australia Acoustical Consultants (AAAC).
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

21 Prevention of Hazards

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 create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

22 Provision of Amenities or Services

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

Note. Section 117 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

23 Controls on Hours of Operation and Use of Facilities

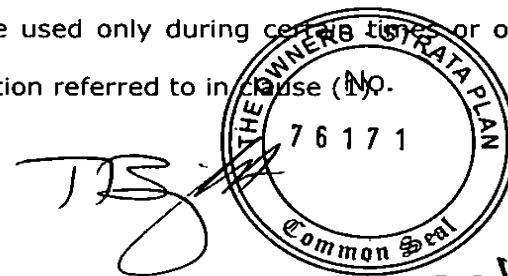
- (1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
 - a) that commercial or business activities may be conducted on a lot or common property only during the recommended standard trading hours as per current DA's for current opening and closing.
 - b) that facilities situated on the common property may be used only during certain times or on certain conditions.
- (2) An owner or occupier of a lot must comply with a determination referred to in clause (1).

24 Repealed

By-Law 24 is repealed and not replaced.

25 Lot 2 Exclusive Use

The registered proprietors of Lot 2 shall have the exclusive use of the common property area located between Lot 2 and Oaks Avenue shown in the Strata Plan and described as Common



Property Terrace (T CP) aligning with the north-south boundaries of Lot 2 provided however that the registered proprietors of Lot 2 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

26 Lot 3 Exclusive Use

The registered proprietors of Lot 3 shall have the exclusive use of the common property area located between Lot 3 and Oaks Avenue shown in the Strata Plan and described as Common Property Terrace (T CP) aligning with the wall running along the north-south boundary on the western side of the said lot and to the east thereof ending at the common property area shown on the strata plan as Common Property Stairs (CP S) which area is excluded from the provisions of this by-law provided however that the registered proprietors of Lot 3 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

27 Lot 4 Exclusive Use

The registered proprietors of Lot 4 shall have the exclusive use of the common property area located behind Lot 4 aligning with the outside walls running along the north-south boundaries of the said lot and ending at the southern boundary of the common property provided however that the registered proprietors of Lot 4 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

28 Lot 5 Exclusive Use

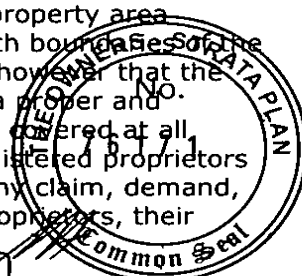
The registered proprietors of Lot 5 shall have the exclusive use of the common property area located behind Lot 5 aligning with the outside walls running along the north-south boundaries of the said lot and ending at the southern boundary of the common property provided however that the registered proprietors of Lot 5 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

29 Lot 6 Exclusive Use

The registered proprietors of Lot 6 shall have the exclusive use of the common property area located behind Lot 6 aligning with the outside walls running along the north-south boundaries of the said lot and ending at the southern boundary of the common property provided however that the registered proprietors of Lot 6 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

30 Lot 7 Exclusive Use

The registered proprietors of Lot 7 shall have the exclusive use of the common property area located behind Lot 7 aligning with the outside walls running along the north-south boundaries of the said lot and ending at the southern boundary of the common property provided however that the registered proprietors of Lot 7 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.



31 Lot 1 Exclusive Use

The registered proprietors of Lot 1 shall have the exclusive use of the area located adjacent to the western boundary of Basement Level 1 and referred to on Page 4 of the Strata Plan hereto as "SI" – Storage Room Subject to Special By-Law provided however that the registered proprietors of Lot 1 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

32 Lots 5, 6 and 7 Exclusive Use

The registered proprietors of Lots 5, 6 and 7 shall jointly have the exclusive use of the common property area located in front of the said lots located on the Ground Floor and referred to on Page 5 of the Strata Plan hereto as "CP FI" – Foyer Subject to Special By-Law provided however that the registered proprietors of Lots 5, 6 and 7 shall not restrict access to any other registered proprietor(s) of the said Lots and access shall at all times be permitted to the said registered proprietors as required under the Building Code of Australia. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

33 Lots 1, 4, 5, 6 and 7 Exclusive Use

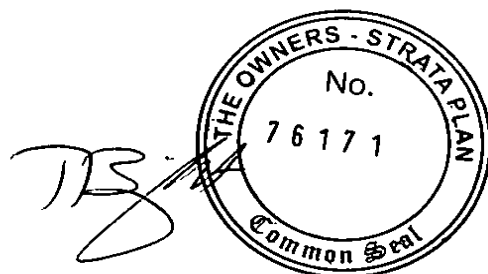
The registered proprietors of Lots 1, 4, 5, 6 and 7 shall jointly have the exclusive use of the common areas being roof voids located on Levels 1, 2, 3, 4 and 5 and referred to on Pages 6, 7, 8 and 9 of the Strata Plan hereto as "CP V" – Void. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

34 Maintenance and Repair

By-Law 34 is repealed and not replaced.

35 Security Swipe Cards

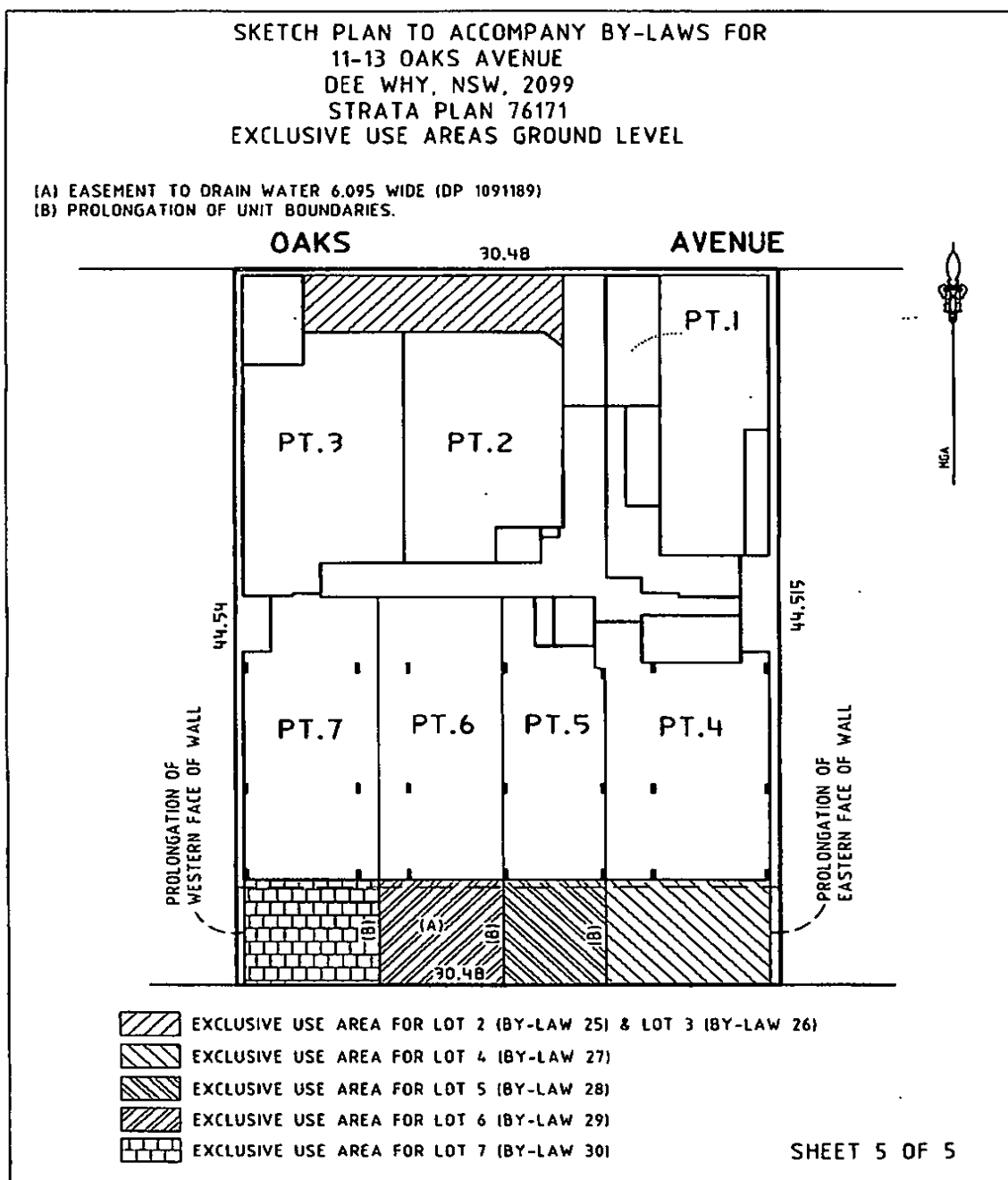
Each registered proprietor of each lot shall be entitled to two (2) swipe cards only for the security system and shall provide the owners corporation or strata manager details of the names, telephone numbers and registered number plate of motor vehicles accessing the building via the swipe cards. Any lost, stolen or misplaced swipe cards are required to be notified to the owners corporation or strata manager within 48 hours of such event and any replacement card shall be subject to a fee (being a minimum of \$100.00) to be paid by the relevant registered proprietor.



30/11/17

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SP76171



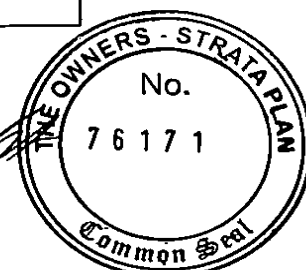
REGISTERED

20.12.2005

Special By-Law 1 – Lot 36 Works (AI664435E)

PART 1

Page 9 of 14



30 11 17

GRANT OF RIGHT

Subject to the conditions in Part 3 of this by-law, the owner will have:

- (a) A special privilege in respect of the common property to perform the works and to erect and keep the works to and on the common property.

PART 2 DEFINITIONS & INTERPRETATION

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

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Building** means the building located at 11-13 Oaks Avenue, Dee Why NSW 2099.
- (c) **Insurance** means:
 - (i) Contractors all risk insurance in the sum of %5,000,000 in joint names of the Owner and the Owner's Corporation;
 - (ii) Insurance required under the Home Building Act 1989 in the joint names of the Owner and the Owner's Corporation (if applicable); and
 - (iii) Workers compensation insurance.
- (d) **Lot** means Lot 36 in strata plan 76171.
- (e) **Owner** means the owner of the Lot.
- (f) **Owners Corporation** means the owners corporation created by the registration of the strata plan registration number 76171.
- (g) **Works** means the alterations and additions to Lot 36, and so much of the common property as is necessary and approved and undertaken by the owner in accordance with the plans that are annexed hereto and marked "B" in relation to the proposed partial enclosure of the balcony and construction of floor to cover the void area within the apartment and otherwise as required to complete the works.

In this by-law, unless the context otherwise requires, a word which denotes:

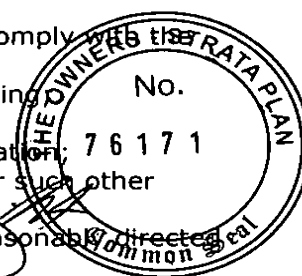
- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996.

PART 3 CONDITIONS Before Commencement

- 3.1 The owner of a Lot is not required to undertake the Works contemplated in this by-law.
- 3.2 The provisions, conditions and obligations under this by-law only apply if and when the Owner of the Lot advises the Owners Corporation that they intend to carry out the Works under this by-law.
- 3.3 Before commencement of the Works the Owner must:
 - (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - (b) provide the Owners Corporation nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation;
 - (c) effect and maintain Insurance and provide a copy to the Owners Corporation; and
 - (d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law.

During Construction

- 3.4 Whilst the works are in progress the Owner of the Lot at the relevant time must:
 - (a) use duly licensed employees, contractors or agents to conduct the Works;
 - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
 - (c) ensure the Works are in keeping with the appearance of the rest of the Building;
 - (d) use reasonable endeavours to cause as little disruption as possible;
 - (e) perform the Works during times reasonably approved by the Owners Corporation;
 - (f) perform the Works within a period of 6 months from their commencement or such other period as reasonably approved by the Owners Corporation;
 - (g) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;



- (h) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
- (j) provide the Owners Corporation nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (k) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

After Construction

- 3.5 After the Works have been completed the Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;
 - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works 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 any Authority to confirm that the works have been completed in accordance with the conditions of the development consent;
 - (d) provide the Owners Corporation's nominated representative(s) access to inspect the work within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law (the Owners Corporation's right to access the Lot immediately arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (c) immediately above have been complied with); and
 - (e) pay the Owners Corporation's reasonable costs of implementing this by-law.

Ongoing Obligations

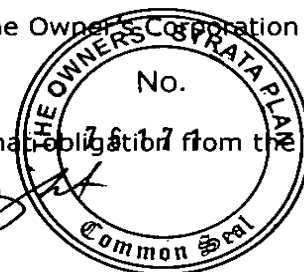
- 3.6 An Owner must:
- (a) not carry out any alterations or additions or do any works other than those approved under this by-law;
 - (b) keep the Area clean and tidy at all times;
 - (c) properly maintain and upkeep the Works in a state of good and serviceable repair;
 - (d) use reasonable endeavours to cause as little disruption as possible when using the area to which exclusive use is granted pursuant to this by-law;
 - (e) allow the Owners Corporation (its servants or agents) and any Authority access to the balcony for the purposes of carrying out repair or maintenance of the common property or certification works that adjoin the balcony;
 - (f) remain liable for any damage to the lot or common property arising out of the use of the balcony directly attributable to the Owner's use of the balcony and will make good that damage immediately after it has occurred; and
 - (g) comply with all directions, orders and requirements of any Authority relating to the use of the balcony.

Enduring Rights and Obligations

- 3.7. The Owner:
- (a) must maintain and upkeep the Works;
 - (b) must maintain and upkeep those parts of common property in contact with the Works;
 - (c) remains liable for any damage to lot or common property arising out of the Works that they have undertaken; and
 - (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works that they have undertaken.
- 3.8 If the owner does not comply with any obligation under this by-law, then the Owners Corporation may:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon the balcony to carry out the work; and
 - (c) recover the costs incurred by the Owners Corporation in carrying out that obligation from the defaulting Owner or Owners.

Special By-Law 2 – Partial Enclosure of Balcony – Lot 37 (A1276496V)

PART 1 GRANT OF RIGHT



Subject to the conditions in Part 3 of this by-law, the owner will have:

- (a) A special privilege in respect of the common property to perform the works and to erect and keep the works to and on the common property.

PART 2 DEFINITIONS & INTERPRETATION

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

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Building** means the building located at 11-13 Oaks Avenue, Dee Why NSW 2099.
- (c) **Lot** means Lot 37 in Strata Plan 76171.
- (d) **Owner** means the owner of Lot 37.
- (e) **Owners' Corporation** means the owners' corporation created by the registration of the strata plan registration number 76171.
- (f) **Works** means the alterations and additions to Lot 37, and so much of the common property as is necessary and approved and undertaken by the owner in relation to the partial enclosure of the balcony in the area identified on the following illustration and otherwise as required to complete and/or maintain the works.

In this by-law, unless the context otherwise requires, a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996.

PART 3 CONDITIONS ONGOING OBLIGATIONS

3.1 An Owner must:

- (a) not carry out any alterations or additions or do any works other than those approved under this by-law;
- (b) keep the Area clean and tidy at all times;
- (c) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (d) use reasonable endeavours to cause as little disruption as possible when using the area to which exclusive use is granted pursuant to this by-law;
- (e) allow the Owners Corporation (its servants or agents) and any Authority access to the balcony for the purposes of carrying out repair or maintenance of the common property or certification works that adjoin the balcony;
- (f) remain liable for any damage to the lot or common property arising out of the use of the balcony directly attributable to the Owner's use of the balcony and will make good that damage immediately after it has occurred; and
- (g) comply with all directions, orders and requirements of any Authority relating to the use of the balcony.
- (h) pay the Owners' Corporation's reasonable costs of implementing this by-law.

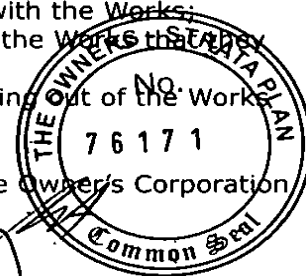
ENDURING RIGHTS AND OBLIGATIONS

3.2 The Owner:

- (a) must maintain and upkeep the Works;
- (b) must maintain and upkeep those parts of common property in contact with the Works;
- (c) remains liable for any damage to lot or common property arising out of the Works that they have undertaken; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works that they have undertaken.

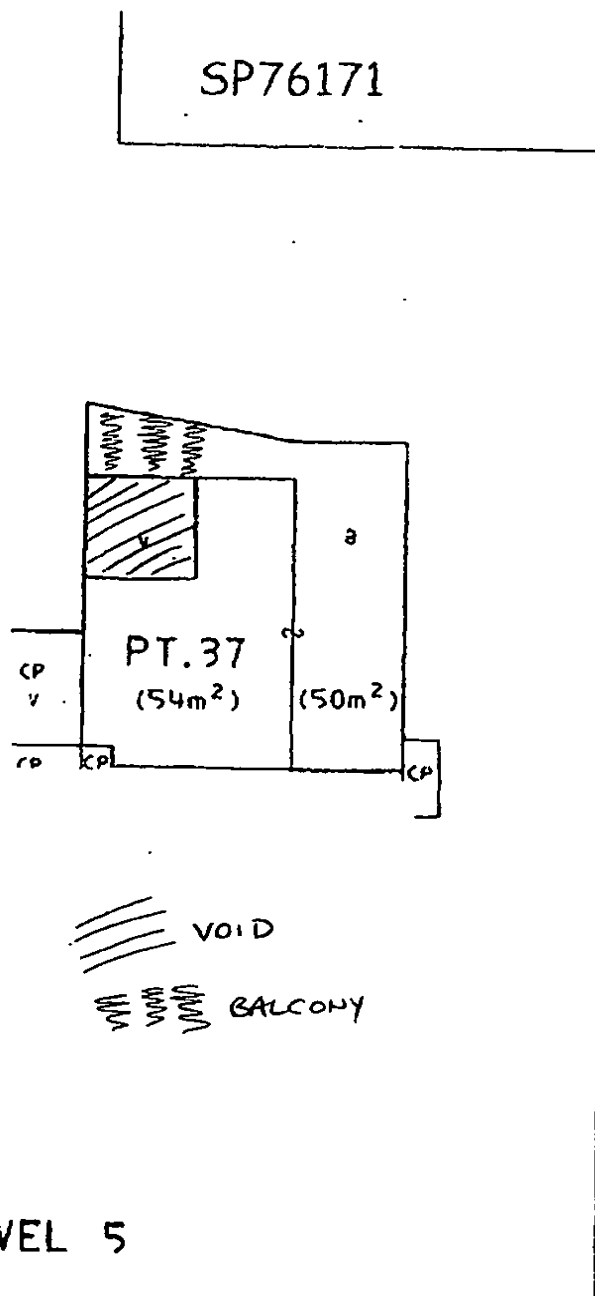
3.3 If the owner does not comply with any obligation under this by-law, then the Owner's Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon the balcony to carry out the work; and
- (c) recover the costs incurred by the Owners Corporation in carrying out that obligation from the defaulting Owner or Owners.



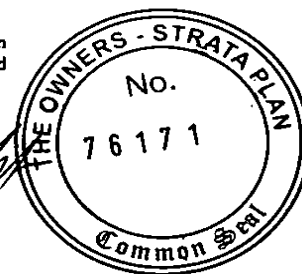
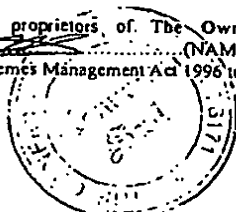
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Ref: /Src:U



THIS is page 4 of the notification of change of by-laws by The Owners of Strata Plan 76171 dated 31/01/2015

The Common Seal of the proprietors of The Owners Strata Plan 76171 was affixed on in the presence of (NAME BLOCK LETTERS) being the person authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



30/11/17

Special By-Law 3 – By-law to delegate minor renovations

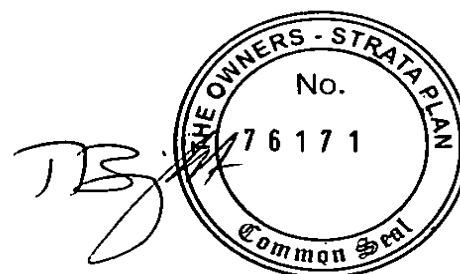
Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015* (NSW) the owners corporation is permitted to delegate its functions under Section 110 of that ACT to the strata committee and does so.

Special By-Law 4 - By-law to adopt the common property memorandum

This by-law adopts the common property memorandum prescribed by the *Strata Schemes Management Regulation 2016* (NSW) for the purposes of Section 107 of the *Strata Schemes Management Act 2015* (NSW) as at 23 October 2017.

Special By-Law 5 - By-law to restrict occupancy

An owner or occupier of a lot must not cause or permit more than two (2) adults per bedroom to reside in their lot, being a lot that is a residence. In this by-law a term defined in the *Strata Schemes Management Act 2015* (NSW) (whether generally or for the purposes of Section 137 of that Act) has the same meaning.



30/11/12

Transfer

Endorsement

Certificate

FREE SIMPLE.

a Name, residence, occupation, or other designation, in full, of transferor.

I, WILLIAM BRAMWELL BOOTH of London England
General of the Salvation Army

A 453577

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

c All subsisting encumbrances must be noted hereon. (See page 2.)

d If the consideration be not pecuniary, state its nature concisely.

e Name, residence, occupation, or other designation, in full, of transferee.

If a minor, state of what age, and forward certificate or declaration as to date of birth.
If a married woman, state name, residence and occupation of husband.

paid to me by ALBERT LESLIE BIBB of Brookvale near Sydney in the State of New South Wales Grocer and of the sum of Four hundred pounds (£400) to the said Albert Leslie Bibb paid by JANE WILGAR KELSEY wife of George Herbert Kelsey of Vacluse near Sydney aforesaid Insurance Inspector respectively are the receipts whereof I hereby acknowledge,

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

at the request and by the direction of the said Albert Leslie Bibb do hereby transfer to the said Jane Wilgar Kelsey

g Area in acres, roods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land ~~containing~~

h Parish or town and county.

situate in the Shire of Warringah Parish of Manly Cove County of Cumberland

i "The whole" or "part," as the case may be.

being part of the land comprised in Certificate of Title

j "Crown grant," or "Certificate of Title."

k Strike out if not appropriate.

dated 17th August 1914 registered volume No. 2503 folio 238/ and being Lots 4,5,6 and 7 Section 15 as shown on Deposited Plan 8172 And also in the pieces of land as follows: 8172 And the said Jane Wilgar Kelsey for herself her heirs executors administrators Transferees and Assigns and so as to bind not only herself but the registered proprietors for the time being of the land hereby transferred doth hereby COVENANT with the said William Bramwell Booth his heirs executors and administrators that she will not sell or permit to be sold or connive at or be a party to the sale of any wines beers ales spirits or any other intoxicating liquor of any kind whatsoever on the land sold or any part of the land comprised in the said Deposited Plan No. 8172 And further that she will not carry on or permit to be carried on upon the land hereby transferred or any part of the land comprised in the said deposited Plan any noxious noisome or offensive trade occupation or business.

These references will suffice, if the whole land in the grant or certificate be transferred.

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description of plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:— "as delineated in the plan hereon" or "annexed hereto" or "described as follows," viz:—

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

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

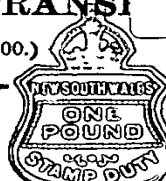
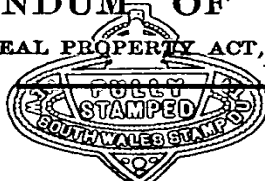
The form when filed in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

(Price, 6d.)

[Rule up all blanks before signing.]

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



A453577K

- p See note "c," page 1.
A very short note of the particulars will suffice.

Subject nevertheless to the drainage easement of Twenty feet wide through the said Lot as shown on Deposited Plan No. 1

[Rule up all blanks before signing.]

- m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferrer 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."

- n Repeat attestation for additional parties if required.

St 3121

W. Bramwell Booth
In witness whereof, I have hereunto subscribed my name, at ~~Sydney~~ *Melbourne*
the *thirty first* day of *March* in the year
of our Lord one thousand nine hundred and *nineteen*

W. Bramwell Booth
Signed in my presence by the said
~~W. Bramwell Booth~~ *W. Bramwell Booth* by his
~~Attorney JAMES HAY~~ *Attorney JAMES HAY*
WHO IS PERSONALLY KNOWN TO ME

A. L. Bibb
Signed in my presence by the said
~~ALBERT LESLIE BIBB~~ *ALBERT LESLIE BIBB* who is per-
sonally known to me:-

J. Campbell G.P.

o For the signature of the Transferree hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

JANE WILGAR KRILEY

WHO IS PERSONALLY KNOWN TO ME

[Signature]

Sol.
Sydney

[Signature]
Transferree.

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

12 JAMES HAY of 69, Bourke Street, Melbourne in the State of Victoria Commissioner of the Salvation Army do hereby solemnly and sincerely declare that:—

1. I am the Attorney of William Bramwell Booth of London in England acting under Power of Attorney bearing date the Fourth day of September One thousand nine hundred and twelve for use in the State of New South Wales a copy whereof has been filed in the Land Titles Office at Sydney and Numbered 8540.

2. At the time of executing a certain Memorandum of Transfer bearing even date herewith of a piece of land being Lots 4, 5, 6 and 7 Deposited Plan Number 8172 I had not received any notice of the revocation of the said Power of Attorney and the same is now in full force and virtue.

3. The said William Bramwell Booth is now to the best of my knowledge information and belief the occupant under the Constitution and the amended Constitution of the Salvation Army of the position of General of the Salvation Army and I have not at the time of making this my Declaration received any notification that the said William Bramwell Booth has vacated or been deposed from the said office.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900.

SUBSCRIBED AND DECLARED at *Melbourne*

this *thirty-first* day of *March* One

thousand nine hundred and nineteen

Before me

A. J. J. O'Brien
Notary Public
Melbourne

~~A Justice of the Peace.~~

James Hay

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at

day of *31st March*, 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 his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

q May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

r Name of witness and residence.

s Name of Transferor.

t Name of Transferor.

u Registrar-General, Deputy, Notary Public,

Lodged by

(Name) **WOOD, HILL & SULLIVAN**
SOLICITORS
(Address) **114a PITT STREET,
SYDNEY.**

*(Subject to Covenant)
& Subject to drainage easement)*

W.B. Booth

Transferor.

Jane Wilgar Kelsey

Transferree.

A

453577

Particulars entered in the Register Book, Vol. 2503

Folio 238

the *9th* day of *April*, 19*19*,
at *45* minutes *past 2* o'clock
in the *after* noon.

Registrar General

22 APR 1919

INC

SENT TO SURVEY BRANCH
RECEIVED FROM RECORDS
DRAFT WRITTEN
DRAFT EXAMINED
DIAGRAM COMPLETE
DIAGRAM EXAMINED
DRAFT FORWARDED
RETD. TO RECORDS
RETURNED FROM RECORDS
CERTIFICATE ENDORSED
DUPT. OF ENDORSEMENT
BY REGISTRAR GENERAL

INITIALS.
<i>17/4/19</i> <i>[Signature]</i>
<i>14.4.19</i> <i>[Signature]</i>
<i>14.4.19</i> <i>[Signature]</i>
<i>14.4.19</i> <i>[Signature]</i>
<i>16 APR 1919</i> <i>[Signature]</i>

2929

229

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to have this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or until application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.
The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferree or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

Lodger Details

Lodger Code 503902B
Name BUILDING BYLAWS
Address PO BOX 8274
BAULKHAM HILLS 2153
Lodger Box 1W
Email SERVICES@BYLAWSASSIST.COM.AU
Reference BLA/5962

Land Registry Document Identification

AU60351

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP76171	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP76171
Other legal entity

Meeting Date

15/11/2023

Added by-law No.

Details Special By-Law No.11

Repealed by-law No.

Details N/A

Amended by-law No.

Details N/A

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP76171

Signer Name SIMONE KASAD

Signer Organisation SIMONE KASAD

Signer Role PRACTITIONER CERTIFIER

Execution Date 11/05/2024

Form: 15CH
Release: 2.3

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

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

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

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

(A) TORRENS TITLE	For the common property CP/SP76171		
(B) LODGED BY	Document Collection Box 1W	Name Company Bylaws Assist Address PO Box: 8274, Baulkham Hills, NSW, 2153 E-mail services@bylawsassist.com.au Contact Number +61 411 777 557 Customer Account Number 135632E Reference BLA/5962	CODE CH

- (C) The Owner-Strata Plan No. 76171 certify that a special resolution was passed on 15/11/2023
(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.11
Amended by-law No. _____
as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 76171 which includes new Added Special By-Law No.11 starting from Page 15 of 24 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. 76171 was affixed on _____ 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 : Phillip Court Electronic signature of me, Phillip Court, affixed by me on _____

Name : Phillip Court

Authority : Strata Managing Agent

Signature : _____

Name : _____

Authority : _____



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 76171

SP 76171 – 11-13 OAKS AVENUE, DEE WHY NSW 2099

1. Vehicles

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

2. Changes to Common Property

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

3. Damage to Lawns and Plants on Common Property

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

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

4. Obstruction of Common Property

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

5. Keeping of Animals

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

6. Noise

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

7. Behaviour of Owners, Occupiers and Invitees

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

8. Children Playing on Common Property in Building

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

9. Smoke Penetration

Option A

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

10. Preservation of Fire Safety

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

11. Storage of Inflammable Liquids and Other Substances and Materials

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

12. Appearance of Lot

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

13. Cleaning Windows and Doors

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

14. Hanging out of Washing

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

- (3) In this by-law:
washing includes any clothing, towel, bedding or other article of a similar type.

15. Disposal of Waste – Bins for Individual Lots (applicable for Commercial Lots – Lots 1-7)

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

16. Disposal of Waste – Shared Bins (applicable for Residential Lots – Lots 8-38)

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
bin includes any receptacle for waste.
Waste includes garbage and recyclable material.

17. Change in Use of Lot to be Notified

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

18. Compliance with Planning and Other Requirements

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

19 Changes to Floor Coverings

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned and it must be submitted to the Owners Corporation to receive agreement from the Strata Committee.
An owner must also comply with By-Law 20.

20 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, which means at least the acoustic requirements of Building Code of Australia (BCA) and the standard prescribed by the Association of Australia Acoustical Consultants (AAAC).
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

21 Prevention of Hazards

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 create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

22 Provision of Amenities or Services

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

Note. Section 117 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

23 Controls on Hours of Operation and Use of Facilities

- (1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
 - a) that commercial or business activities may be conducted on a lot or common property only during the recommended standard trading hours as per current DA's for current opening and closing.
 - b) that facilities situated on the common property may be used only during certain times or on certain conditions.
- (2) An owner or occupier of a lot must comply with a determination referred to in clause (1).

24 Repealed

By-Law 24 is repealed and not replaced.

25 Lot 2 Exclusive Use

The registered proprietors of Lot 2 shall have the exclusive use of the common property area located between Lot 2 and Oaks Avenue shown in the Strata Plan and described as Common Property Terrace (T CP) aligning with the north-south boundaries of Lot 2 provided however that the registered proprietors of Lot 2 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

26 Lot 3 Exclusive Use

The registered proprietors of Lot 3 shall have the exclusive use of the common property area located between Lot 3 and Oaks Avenue shown in the Strata Plan and described as Common Property Terrace (T CP) aligning with the wall running along the north-south boundary on the western side of the said lot and to the east thereof ending at the common property area shown on the strata plan as Common Property Stairs (CP S) which area is excluded from the provisions of this by-law provided however that the registered proprietors of Lot 3 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

27 Lot 4 Exclusive Use

The registered proprietors of Lot 4 shall have the exclusive use of the common property area located behind Lot 4 aligning with the outside walls running along the north-south boundaries of the said lot and ending at the southern boundary of the common property provided however that the registered proprietors of Lot 4 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

28 Lot 5 Exclusive Use

The registered proprietors of Lot 5 shall have the exclusive use of the common property area located behind Lot 5 aligning with the outside walls running along the north-south boundaries of the said lot and ending at the southern boundary of the common property provided however that the registered proprietors of Lot 5 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

29 Lot 6 Exclusive Use

The registered proprietors of Lot 6 shall have the exclusive use of the common property area located behind Lot 6 aligning with the outside walls running along the north-south boundaries of the said lot and ending at the southern boundary of the common property provided however that the registered proprietors of Lot 6 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

30 Lot 7 Exclusive Use

The registered proprietors of Lot 7 shall have the exclusive use of the common property area located behind Lot 7 aligning with the outside walls running along the north-south boundaries of the said lot and ending at the southern boundary of the common property provided however that the registered proprietors of Lot 7 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

31 Lot 1 Exclusive Use

The registered proprietors of Lot 1 shall have the exclusive use of the area located adjacent to the western boundary of Basement Level 1 and referred to on Page 4 of the Strata Plan hereto as "SI" – Storage Room Subject to Special By-Law provided however that the registered proprietors of Lot 1 shall keep the said area clean and maintained in a proper and workmanlike manner at their own expense and shall ensure that the said area is covered at all times by a public liability insurance policy issued by a reputable insurer. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

32 Lots 5, 6 and 7 Exclusive Use

The registered proprietors of Lots 5, 6 and 7 shall jointly have the exclusive use of the common property area located in front of the said lots located on the Ground Floor and referred to on Page 5 of the Strata Plan hereto as "CP FI" – Foyer Subject to Special By-Law provided however that the registered proprietors of Lots 5, 6 and 7 shall not restrict access to any other registered proprietor(s) of the said Lots and access shall at all times be permitted to the said registered proprietors as required under the Building Code of Australia. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

33 Lots 1, 4, 5, 6 and 7 Exclusive Use

The registered proprietors of Lots 1, 4, 5, 6 and 7 shall jointly have the exclusive use of the common areas being roof voids located on Levels 1, 2, 3, 4 and 5 and referred to on Pages 6, 7, 8 and 9 of the Strata Plan hereto as "CP V" – Void. The registered proprietors shall at all times indemnify and keep indemnified the owners corporation from any claim, demand, proceedings or liability arising from the use of the said area by the registered proprietors, their servants, invitees, customers or any other person on their behalf.

34 Maintenance and Repair

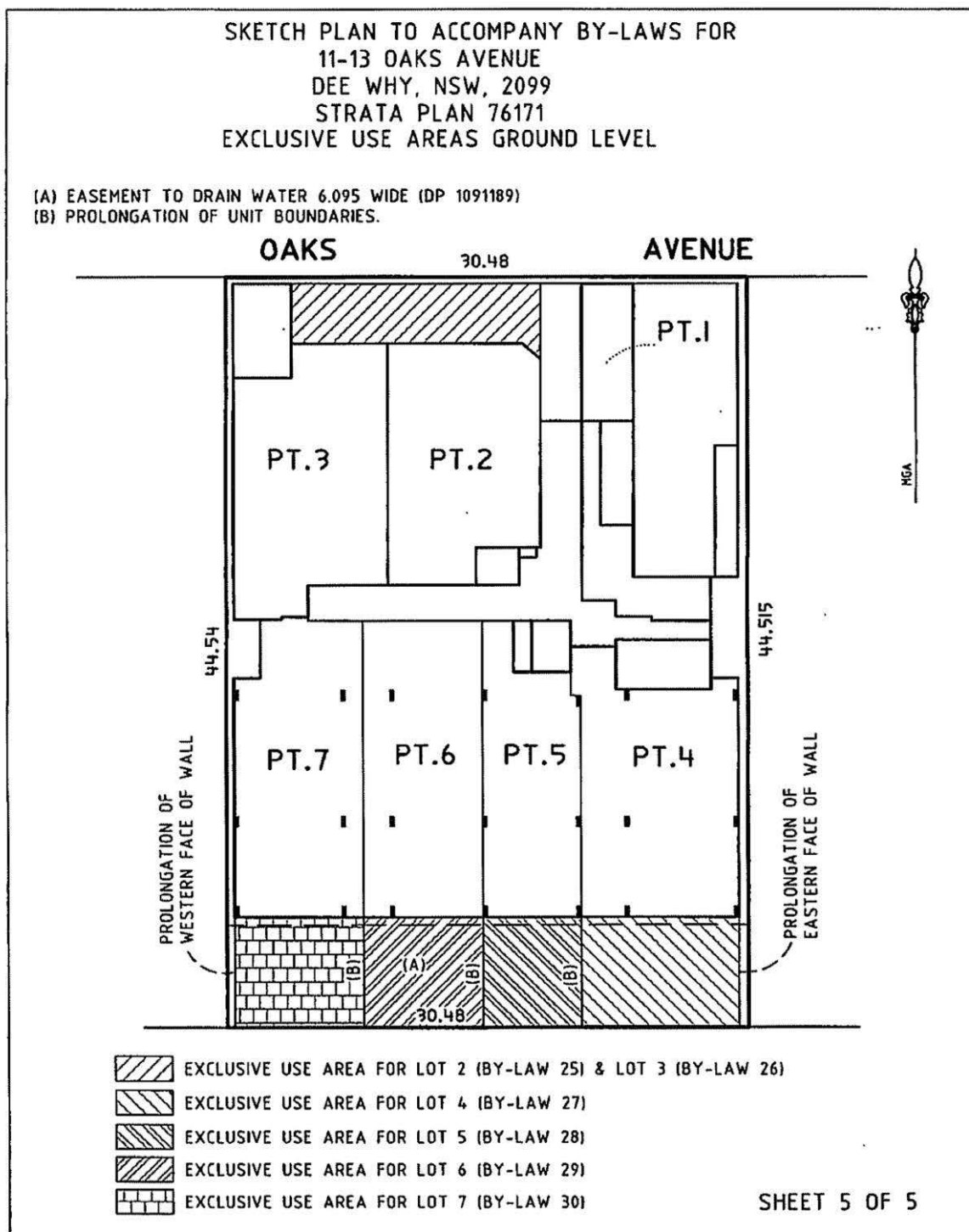
By-Law 34 is repealed and not replaced.

35 Security Swipe Cards

Each registered proprietor of each lot shall be entitled to two (2) swipe cards only for the security system and shall provide the owners corporation or strata manager details of the names, telephone numbers and registered number plate of motor vehicles accessing the building via the swipe cards. Any lost, stolen or misplaced swipe cards are required to be notified to the owners corporation or strata manager within 48 hours of such event and any replacement card shall be subject to a fee (being a minimum of \$100.00) to be paid by the relevant registered proprietor.

Req:R979936 /Doc:SP 0076171 D /Rev:22-Dec-2005 /Sts:SC.OK /Pgs:ALL /Prt:06-Jul-2017 14:07 /Seq:5 of 5
Ref: /Src:U

SP76171



REGISTERED 20.12.2005

Special By-Law 1 – Lot 36 Works (AI664435E)

PART 1 GRANT OF RIGHT

Subject to the conditions in Part 3 of this by-law, the owner will have:

- (a) A special privilege in respect of the common property to perform the works and to erect and keep the works to and on the common property.

PART 2 DEFINITIONS & INTERPRETATION

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

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Building** means the building located at 11-13 Oaks Avenue, Dee Why NSW 2099.
- (c) **Insurance** means:
 - (i) Contractors all risk insurance in the sum of %5,000,000 in joint names of the Owner and the Owner's Corporation;
 - (ii) Insurance required under the Home Building Act 1989 in the joint names of the Owner and the Owner's Corporation (if applicable); and
 - (iii) Workers compensation insurance.
- (d) **Lot** means Lot 36 in strata plan 76171.
- (e) **Owner** means the owner of the Lot.
- (f) **Owners Corporation** means the owners corporation created by the registration of the strata plan registration number 76171.
- (g) **Works** means the alterations and additions to Lot 36, and so much of the common property as is necessary and approved and undertaken by the owner in accordance with the plans that are annexed hereto and marked "B" in relation to the proposed partial enclosure of the balcony and construction of floor to cover the void area within the apartment and otherwise as required to complete the works.

In this by-law, unless the context otherwise requires, a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996.

PART 3 CONDITIONS Before Commencement

- 3.1 The owner of a Lot is not required to undertake the Works contemplated in this by-law.
- 3.2 The provisions, conditions and obligations under this by-law only apply if and when the Owner of the Lot advises the Owners Corporation that they intend to carry out the Works under this by-law.
- 3.3 Before commencement of the Works the Owner must:
 - (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - (b) provide the Owners Corporation nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation;
 - (c) effect and maintain Insurance and provide a copy to the Owners Corporation; and
 - (d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law.

During Construction

- 3.4 Whilst the works are in progress the Owner of the Lot at the relevant time must:
 - (a) use duly licensed employees, contractors or agents to conduct the Works;
 - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
 - (c) ensure the Works are in keeping with the appearance of the rest of the Building;
 - (d) use reasonable endeavours to cause as little disruption as possible;

- (e) perform the Works during times reasonably approved by the Owners Corporation;
- (f) perform the Works within a period of 6 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- (g) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (h) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
- (j) provide the Owners Corporation nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (k) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

After Construction

- 3.5 After the Works have been completed the Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;
 - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works 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 any Authority to confirm that the works have been completed in accordance with the conditions of the development consent;
 - (d) provide the Owners Corporation's nominated representative(s) access to inspect the work within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law (the Owners Corporation's right to access the Lot immediately arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (c) immediately above have been complied with); and
 - (e) pay the Owners Corporation's reasonable costs of implementing this by-law.

Ongoing Obligations

- 3.6 An Owner must:
- (a) not carry out any alterations or additions or do any works other than those approved under this by-law;
 - (b) keep the Area clean and tidy at all times;
 - (c) properly maintain and upkeep the Works in a state of good and serviceable repair;
 - (d) use reasonable endeavours to cause as little disruption as possible when using the area to which exclusive use is granted pursuant to this by-law;
 - (e) allow the Owners Corporation (its servants or agents) and any Authority access to the balcony for the purposes of carrying out repair or maintenance of the common property or certification works that adjoin the balcony;
 - (f) remain liable for any damage to the lot or common property arising out of the use of the balcony directly attributable to the Owner's use of the balcony and will make good that damage immediately after it has occurred; and
 - (g) comply with all directions, orders and requirements of any Authority relating to the use of the balcony.

Enduring Rights and Obligations

- 3.7. The Owner:
- (a) must maintain and upkeep the Works;
 - (b) must maintain and upkeep those parts of common property in contact with the Works;
 - (c) remains liable for any damage to lot or common property arising out of the Works that they have undertaken; and
 - (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works that they have undertaken.
- 3.8 If the owner does not comply with any obligation under this by-law, then the Owner's Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon the balcony to carry out the work; and
- (c) recover the costs incurred by the Owners Corporation in carrying out that obligation from the defaulting Owner or Owners.

Special By-Law 2 – Partial Enclosure of Balcony – Lot 37 (A1276496V)

PART 1 GRANT OF RIGHT

Subject to the conditions in Part 3 of this by-law, the owner will have:

- (a) A special privilege in respect of the common property to perform the works and to erect and keep the works to and on the common property.

PART 2 DEFINITIONS & INTERPRETATION

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

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Building** means the building located at 11-13 Oaks Avenue, Dee Why NSW 2099.
- (c) **Lot** means Lot 37 in Strata Plan 76171.
- (d) **Owner** means the owner of Lot 37.
- (e) **Owners' Corporation** means the owners' corporation created by the registration of the strata plan registration number 76171.
- (f) **Works** means the alterations and additions to Lot 37, and so much of the common property as is necessary and approved and undertaken by the owner in relation to the partial enclosure of the balcony in the area identified on the following illustration and otherwise as required to complete and/or maintain the works.

In this by-law, unless the context otherwise requires, a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996.

PART 3 CONDITIONS ONGOING OBLIGATIONS

3.1 An Owner must:

- (a) not carry out any alterations or additions or do any works other than those approved under this by-law;
- (b) keep the Area clean and tidy at all times;
- (c) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (d) use reasonable endeavours to cause as little disruption as possible when using the area to which exclusive use is granted pursuant to this by-law;
- (e) allow the Owners Corporation (its servants or agents) and any Authority access to the balcony for the purposes of carrying out repair or maintenance of the common property or certification works that adjoin the balcony;
- (f) remain liable for any damage to the lot or common property arising out of the use of the balcony directly attributable to the Owner's use of the balcony and will make good that damage immediately after it has occurred; and
- (g) comply with all directions, orders and requirements of any Authority relating to the use of the balcony.
- (h) pay the Owners' Corporation's reasonable costs of implementing this by-law.

ENDURING RIGHTS AND OBLIGATIONS

3.2 The Owner:

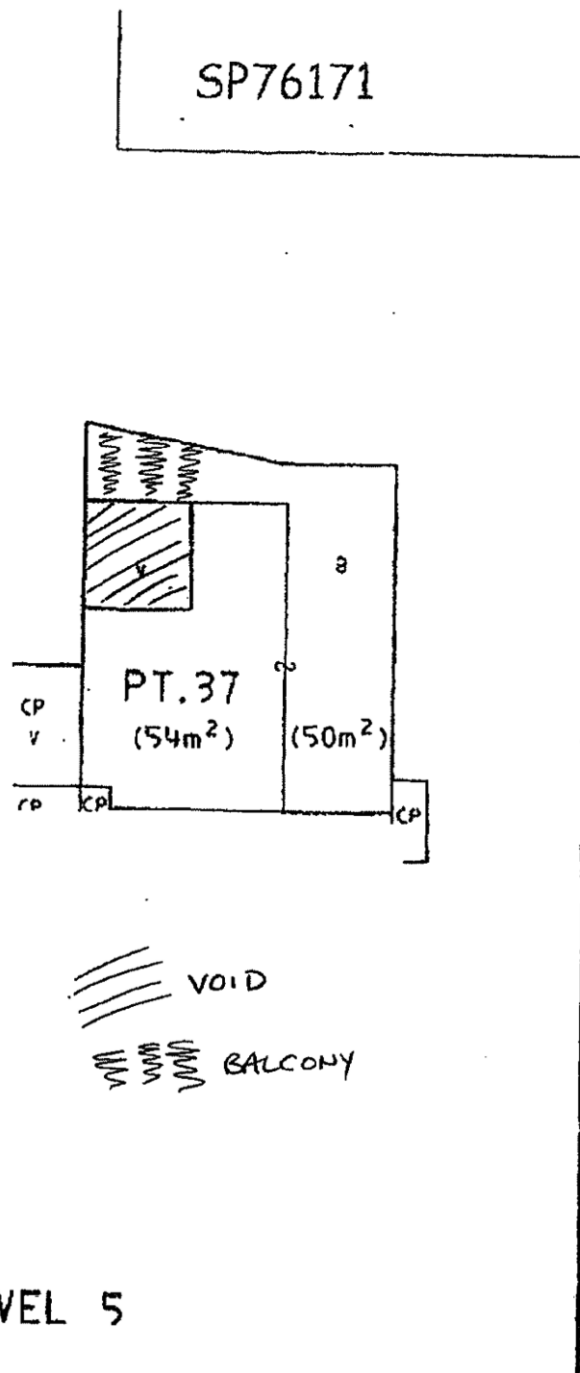
- (a) must maintain and upkeep the Works;
- (b) must maintain and upkeep those parts of common property in contact with the Works;

- (c) remains liable for any damage to lot or common property arising out of the Works that they have undertaken; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works that they have undertaken.

3.3 If the owner does not comply with any obligation under this by-law, then the Owner's Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon the balcony to carry out the work; and
- (c) recover the costs incurred by the Owners Corporation in carrying out that obligation from the defaulting Owner or Owners.

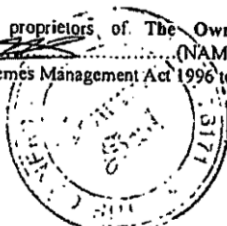
Req:R979933 /Doc:DL AJ276496 /Rev:25-Feb-2015 /Sts:NO.OK /Pgs:ALL /Prt:06-Jul-2017 14:04 /Seq:4 of 4
Ref: /Src:U



LEVEL 5

THIS is page 4 of the notification of change of by-laws by The Owners of Strata Plan 76171 dated 31/01/2014

The Common Seal of the proprietors of The Owners Strata Plan 76171 was affixed on in the presence of (NAME BLOCK LETTERS) being the person authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



Special By-Law 3 – By-law to delegate minor renovations (AM960342L)

Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015* (NSW) the owners corporation is permitted to delegate its functions under Section 110 of that ACT to the strata committee and does so.

Special By-Law 4 - By-law to adopt the common property memorandum (AM960342L)

This by-law adopts the common property memorandum prescribed by the *Strata Schemes Management Regulation 2016* (NSW) for the purposes of Section 107 of the *Strata Schemes Management Act 2015* (NSW) as at 23 October 2017.

Special By-Law 5 - By-law to restrict occupancy (AM960342L)

An owner or occupier of a lot must not cause or permit more than two (2) adults per bedroom to reside in their lot, being a lot that is a residence. In this by-law a term defined in the *Strata Schemes Management Act 2015* (NSW) (whether generally or for the purposes of Section 137 of that Act) has the same meaning.

Special By-Law 6 - Air conditioners (AP118814U)

With written consent of the Owners Corporation, owners can install parts of air- conditioners on common property provided they supply full details (necessary as for a minor renovation) about its positioning and specification and that meets the requirements of Section 142-145 of the *Strata Scheme Act 2015* for a common property rights by-law and the owner signs a consent form to agree to maintain it. Note: to continue to use an air-conditioner that already has part installed on common property the owner will need to sign a consent form.

Special By-Law 7 - Storage car spots (AP118814U)

- a) An owner or occupier of a lot shall not store or place on the common property, or in the confines of the garage space allocated to his unit, any items other than a motor vehicle, cycle or craft designed for use on water, except for personal or household items stored in a metal storage cabinet of a type approved by the owners corporation.
- b) Previously installed storage sheds will be exempt from this By-Law however upon any change of tenancy or ownership of the Lot, the non-compliant sheds are to be removed.

Special By-law 8 - Visitor parking

- i) Visitor vehicles cannot be parked in the visitor car spots overnight without first obtaining permission from the Strata Committee and supplying the registration number, contact details and expected dates that it will be parked, and
- ii) These visitor parking spots cannot be used by any residents living in the building at any time.

Special By-law 9 - CCTV footage and cameras

- i) The Owners Corporation may install CCTV cameras in locations determined by the OC on the Common Property. The OC must maintain recording equipment and cameras.
- ii) The OC will record and store footage from the CCTV cameras as it sees fit.
- iii) The OC may engage a CCTV consultant or CCTV contractor for the purposes of recording and storing footage.
- iv) All CCTV footage recorded by the Strata Schemes CCTV cameras is confidential.
- v) All CCTV footage recorded by the Strata Schemes CCTV cameras is and will be kept as determined by the OC including by any CCTV contractor.
- vi) No Building Manager, Owner, Occupier, the SC or SC member will be entitled to access any of the CCTV footage except in accordance with this By-Law.
- vii) If the Building Manager, Owner Occupier, the SC or SC member wishes to access any CCTV footage they must follow this process:
- viii) A request is made to the SC, an SC member or another SC member with relevant details including the reason why access is required.
- ix) Unless otherwise determined by the OC, the only acceptable reasons for requesting access to CCTV footage shall be when a Building Manager, Owner, Occupier, the SC, or SC member suspects a By-Law has been breached, the peaceful amenity of the building or its residents has been affected or a serious act or crime has been committed.
- x) The Building Manager, Owner, Occupier, SC or SC member requires written authority of at least one SC member other than themselves to access CCTV footage.
- xi) In an emergency, CCTV footage may be accessed by the Building Manager or by a SC member.

- xii) Whenever CCTV footage is accessed, all SC members must be immediately notified with a full explanation.
- xiii) In each instance a written request or authority includes Email.

Special By-law 10 - Building security (AP118814U)

An Owner or Occupier of a lot and their guest must ensure that security of the common areas is maintained at all times. Owners or occupiers and their guest must ensure that all entry doors, exit doors, fire doors and garage doors are kept closed at all times when not in use.

Special By-law 11 - Lot 33 Works

Purpose of By-law

- (1) This common property rights by-law confers on the Owner Rights of Exclusive Use to part of the common property and Special Privileges to perform Works on the common property for the benefit of that Owner and assigns responsibility for the repair and maintenance of the part of the common property for which the Rights of Exclusive Use are conferred and Works undertaken, in accordance with the conditions in this common property rights by-law.

Defined Terms and Interpretation

- (2) "**Act**" means the *Strata Schemes Management Act 2015*.
- (3) "**Lot**" means Lot 33 in Strata Plan No.76171.
- (4) "**Major Renovations**" means works that involve structural changes, work that changes the external appearance of a lot, work involving waterproofing, or work for which consent, or another approval is required under any other Act or the law.
- (5) "**Minor Renovations**" means work items as defined in section 110 of the Act, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and pursuant to any Minor Renovations By-law applicable to the scheme.
- (6) "**Owner**" means the owner or owners from time to time (present and future) of the Lot.
- (7) "**Rights of Exclusive Use**" means the rights to exclusively use part of the common property affected by and attached to the Works undertaken by the Owner.
- (8) "**Special Privileges**" means the privilege to alter and add to the common property by performing Works that affect the common property.
- (9) "**Works**" means the alterations and additions, in or to the Owner's Lot and the common property, including Major Renovations and Minor Renovations, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) as detailed below and as marked in **Floor Plan**, annexed to this by-law, and marked "**Annexure A**":

(I) Mezzanine style structural timber infill floor above the living/dining room in the roof void area within the Lot

- (a) Demolition of existing dwarf stud wall
- (b) Installation of timber joists
- (c) Installation of 1800x900x19mm particleboard yellow tongue
- (d) Installation of plasterboard ceiling
- (e) Installation of gas pipe for personal heater
- (f) Installation of 4 downlights
- (g) Installation of 2 power points (electrical cables to run from the kitchen)

(II) Replacement Sliding Door to Balcony on First Floor

- (a) Removal of existing 3 fixed panels to balcony from the first floor.
 - (b) Installation of new Sliding 2 Panel, 400 Centre Glaze Light Framing Door, 2800mm x 3100mm, in AWS Zeus White Satin Finish, including black "D" pull handle and fibre mesh flyscreens.
- (10) In this common property rights by-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this common property rights by-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (11) This common property rights by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws applicable to Strata Plan No.76171 and this by-law, the provisions of this by-law shall prevail.

Grant of Rights of Exclusive Use and Special Privileges

- (12) On the conditions set out in this common property rights by-law, the Owner shall have Rights of Exclusive Use and Special Privileges to carry out and keep Works on their Lot and so much of the common property that is necessary for the benefit of that Owner.
- (13) This common property rights by-law shall not be amended, added to, or repealed except with the consent in writing of the Owner.

CONDITIONS

Before undertaking Works

Planning, Approvals and Certificates

- (14) The Owner must, if required by law, obtain, and provide to the Owners Corporation, written approval for the Works from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* and any other relevant statutory authority whose requirements apply to performance of the Works.
- (15) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.
- (16) The Owner must ensure that the design for any structural works forming part of the Works is certified in accordance with the *Design and Building Practitioners Act 2020* (where applicable).

Development Application

- (17) If required, the Owners Corporation authorises the Strata Managing Agent to affix the common seal of the Owners Corporation on the Development Application to the local authority in respect of the Works to be undertaken on the Lot in accordance with this by-law.
- (18) The Owner must provide the Owners Corporation with documentation of any alteration and / or addition to the Works as required by the local authority or any other statutory authority.

Specification of Works

- (19) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works, including but not limited to:
- (a) further specifications of the Works and all completed plans for the Works;
 - (b) if required, a structural engineering certificate to confirm the Works will not affect the structural integrity of the Lot;
 - (c) the signed Owner's consent form for this By-law in respect of the Works;
 - (d) licence details of the contractor performing the Works; and
 - (e) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

Carrying out the Works

Hours of Works

- (20) The Owner must perform the Works as prescribed by the local authority or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

- (21) The Owner performing the Works must comply with all directions, orders, and requirements of any statutory or other authority, and of the Owners Corporation and must ensure, and be responsible for, compliance with such directions, orders and requirements by the Owner's servants, agents, and contractors.
- (22) The Owner performing the Works must ensure that the Works are carried out in compliance with all applicable building codes and standards (including but without limitation the National Construction Code (NCC) and the Australian Standards and in compliance with the *Home Building Act 1989* and all other relevant laws (including but without limitation in relation to fire safety) and in compliance with the by-laws applicable to the strata scheme.

General Conditions

- (23) When performing the Works, the Owner must:
- (a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
 - (b) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
 - (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
 - (d) ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
 - (e) keep all areas of the building outside their Lot clean and tidy throughout the performance of the Works.
 - (f) repair promptly any damage caused or contributed to by the Works, including damage to the common property, or another lot in the strata scheme, or damage to the property of the Owners Corporation, or the property of an owner or occupier of another lot in the strata scheme.

- (g) ensure the Works are carried out:
 - (i) in compliance with the manufacturer's specifications and instructions for installation, where applicable;
 - (ii) using materials that are new and fit for the purposes to which those materials are put; and
 - (iii) in a manner so as to result in the Works being reasonably fit for occupation.

After Completion of the Works

- (24) Immediately upon completion of the Works, the Owner must notify the Owners Corporation in writing that the Works have been completed and must restore any lot property or common property affected by the Works (but not forming part of the Works) as nearly as possible to the state they were in immediately before the Works.
- (25) The Owner must deliver to the Owners Corporation any documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot (for example, any necessary compliance certificate or occupation certificate).

Owner's Enduring Rights and Obligations

Maintenance and Repair

- (26) The Owner must, at the Owner's expense properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works.
- (27) If the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.
- (28) The Owner must:
 - (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works.
 - (b) ensure that the Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another lot, or the common property.

Liability and Indemnity

- (29) The Owner indemnifies the Owners Corporation against –
 - (a) any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the building, whether such part being common property or any lot, caused by, arising out of or related to the Works including their installation, repair, maintenance, replacement, removal and/or use;
 - (b) any excess payable by way of claim made under the Owners Corporation's insurance and / or increased insurance premiums by the Owners Corporation as a direct result of the Works, including their installation, repair, maintenance, replacement, removal and/or use;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works, including their installation, repair, maintenance, replacement, removal and/or use; and
 - (d) liability under **section 122 (6)** of the **Strata Schemes Management Act 2015** in respect of repair of the common property attached to the Works.

- (30) The Owners Corporation has specially resolved that it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works, and that this decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

Repair of Damage

- (31) The Owner is liable for and must, at the Owner's expense, make good any damage to the Lot, another lot or the common property arising out of or in connection with the Works (no matter when such damage may become evident) and will make good that damage immediately after it has occurred.
- (32) Any loss and damage suffered by the Owners Corporation as a result of the Owner using the common property altered by the Works, or which the Works shall be added, and / or performing and using the Works, including failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered 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.

Breach of By-law

- (33) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Costs of this By-Law

- (34) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the drafting, passing and registration of this by-law. The Owners Corporation may refuse to execute any document relating to the registration of this by law until such time as the Owner pays those costs.

Annexure A



DIRECTORS

Stewart McGeady Rick Wray Brad Seghers



Date: 21/11/2023
Client: Neil Jeffreys

Job No. 2311017
Engineer: NC

Site: 33/11-13 Oaks Avenue, Dee Why

At the request of Neil Jeffreys, Nick Crowle of Northern Beaches Consulting Engineers P/L carried out a site inspection at the above property in November 2023. The purpose of the visit was to inspect and comment on the capacity of the existing structure to support the proposed alterations.

The assessment was limited to the proposed wall alterations and consisted of a walk over style inspection of the building. The multi storey structure is generally constructed with brick walls, concrete floors, and a sheet metal roof.

PROPOSED WORKS

The proposed works are detailed on S01-S02 attached to this certificate.

ASSESSMENT

The walls are considered sound and provide an adequate structure for the proposed works, provided that engineering plans are complied with. The works are not expected to adversely affect the buildings overall structural integrity.

STRUCTURAL REQUIREMENTS

1. Install 2/200x45 LVL13 Wall Plates (WP).
2. Install 200x45 LVL13 at 450 centres (IJ1), with a maximum span of 3400 mm, to support the new floor structure proposed. The floor structure has been designed for 1.5 kPa. IJ1 and WP are to be installed in accordance with the attached detail on S02.

Note: Certificate and plans provided are for submission to the owner's corporation for internal approval only. If structural documentation is required to comply with DBP Act building requirements, additional costs apply.

Note: This certification does not cover any defects to the structure that were not included for assessment at the time of inspection. In the event that defects are uncovered during construction or become apparent after construction is complete, then the engineer should inspect the areas of concern and prepare a specification for remedial works. (These works will be carried out at hourly rates.) The procedure above in no way relieves the builder of their usual construction obligations.

If the proposed works are to be certified in accordance with this report, they must be inspected by Northern Beaches Consulting Engineers while exposed. An additional fee applies.

Yours sincerely,

NORTHERN BEACHES CONSULTING ENGINEERS P/L


Stewart McGeady
BE (Civil), MIEAust., PDP, PRE, DEP.
(Director NB Consulting Engineers)

P:\2311017 UNIT 33, 11-13 OAK AVENUE, DEE WHY\ENG Design\2311017 SC001 2023-11-21.doc

Northern Beaches Consulting Engineers Pty Ltd Structural, Civil & Stormwater Engineers ACN: 076 121 616 ABN: 24 076 121 616

Sydney: Suite 207, 30 Fisher Rd Dee Why NSW 2099 Ph: (02) 9984 7000 Email: nb@nbconsulting.com.au

Gold Coast: Unit 8, 1726 Gold Coast Highway, Burleigh Heads QLD 4220 Ph: (07) 5631 4744

ALTERATIONS AND ADDITIONS

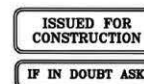
at: 33/11-13 OAKS AVENUE, DEE WHY

for: NEIL JEFFREYS

Prepared By:

NB Consulting Engineers
STRUCTURAL • CIVIL • STORMWATER • REMEDIAL
A.C.N. 076 121 616 A.B.N. 24 076 121 616
Sydney: Ph: (02) 9984 7000
Suite 207, 30 Fisher Road Dee Why N.S.W. 2099
Gold Coast: Ph: (07) 5631 4744
Suite 1, 30B Griffith Street, Coolangatta QLD 4225
E : nb@nbconsulting.com.au W : www.nbconsulting.com.au
The copyright of these drawings remains with Northern Beaches Consulting Engineers Pty Ltd. Trading as NB Consulting Engineers

DRAWING SCHEDULE:
S01 - GENERAL NOTES
S02 -LEVEL 2 FRAMING PLAN



2311017

REV. A - 21.11.2023

NB Consulting Engineers

SIGNATURE AND SEALS ONLY.



Signature: *[Signature]*
Name: *[Name]*
Title: *[Title]*

EXECUTED by BANK OF WESTERN AUSTRALIA LTD
AUSTRALIA LTD ABN 22 050 494 454
by its duly constituted attorneys under
power of attorney Book 4305 No.959
dated 10th April 2001
who has no notice of revocation of such
power of attorney in the presence of:

BANK OF WESTERN AUSTRALIA LTD
by its attorneys:
Signature: *[Signature]*
Name: *[Name]*
Title: *[Title]*

An office of the Bank of Western Australia Ltd
Signature: *[Signature]*
Name: *[Name]*
Title: *[Title]*

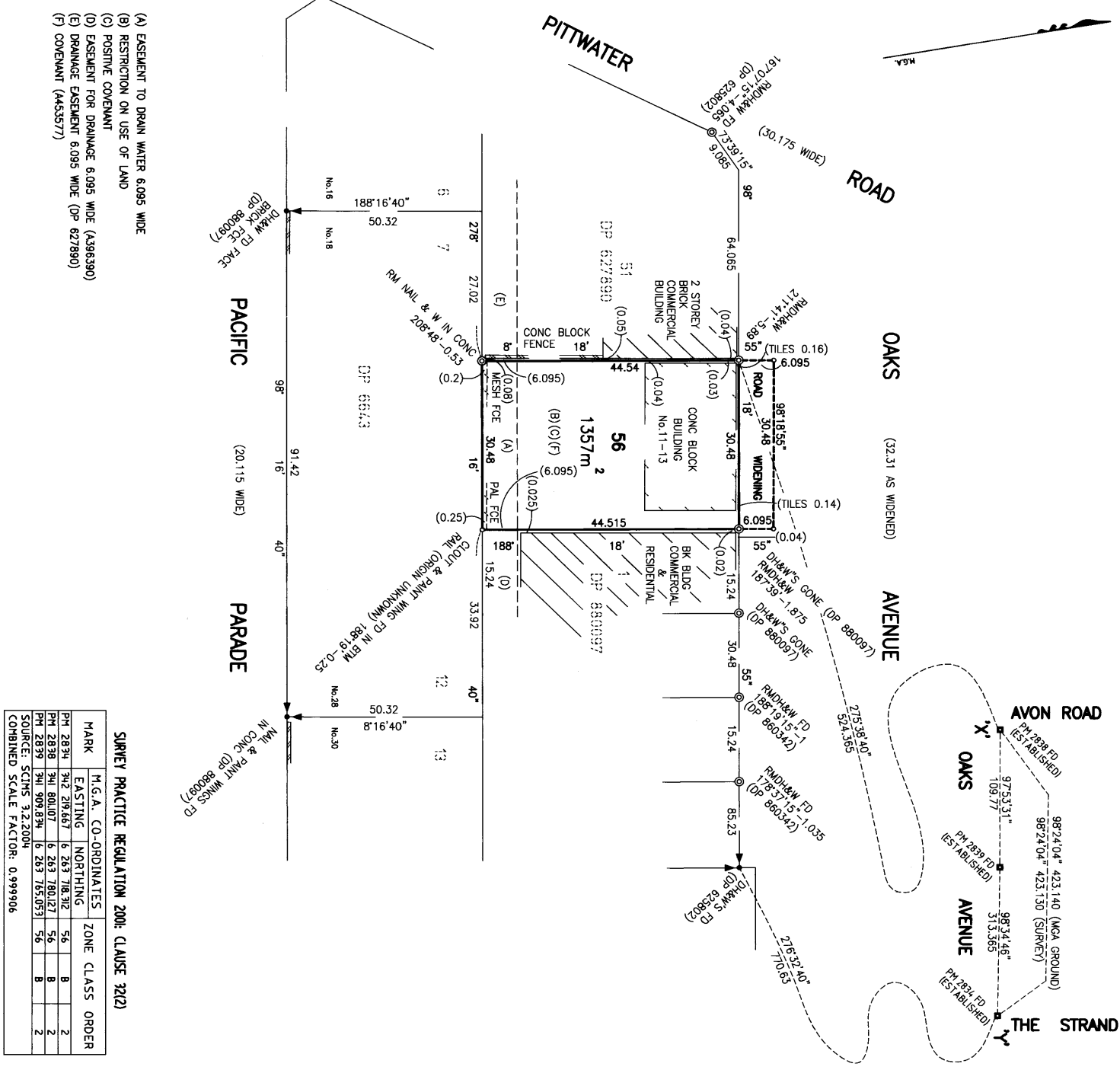
Department of Lands Approval
Signature: *[Signature]*
Name: *[Name]*
Title: *[Title]*

Subdivision Certificate

1. I, the undersigned, being a duly qualified Surveyor, do hereby certify that the above is a true and correct copy of the plan as shown to me by the applicant, and that the same is in accordance with the provisions of the Land Management Act 1958 and the Land Management Regulations 1960.

2. I, the undersigned, being a duly qualified Surveyor, do hereby certify that the above is a true and correct copy of the plan as shown to me by the applicant, and that the same is in accordance with the provisions of the Land Management Act 1958 and the Land Management Regulations 1960.

3. I, the undersigned, being a duly qualified Surveyor, do hereby certify that the above is a true and correct copy of the plan as shown to me by the applicant, and that the same is in accordance with the provisions of the Land Management Act 1958 and the Land Management Regulations 1960.



SURVEY PRACTICE REGULATION 2001: CLAUSE 32(2)				
MARK	M.G.A. CO-ORDINATES	ZONE	CLASS	ORDER
PM 2834	342 219.567	6 263 718.312	56	2
PM 2838	341 801.017	6 263 760.127	56	2
PM 2839	341 909.834	6 263 765.053	56	2
SOURCE: SCINS 3.2.2004				
COMBINED SCALE FACTOR: 0.999906				

DP1091089

Registered: 20.12.2005

The System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U 1860-64

Lot Plan: DP 8172

PLAN OF REDEMPTION OF

LOT 6 & LOT 7

SEC 15 DP 8172

L & A: WARRINGAH

Survey/Location: DEE WHY

Parish: MANLY COVE

County: CUMBERLAND

This is sheet 1 of my plan in
(insert if applicable).

L. BROWN DENNIS
Surveying Regulation 2001

of BARTON & FIELD PTY. LTD. OF 4413 EPPING

to survey registered under the Surveying Act 2002, hereby

certify that the survey represented in this plan is accurate

and was made in accordance with the Surveying Regulation

2001 and was completed on 20-02-04

The survey relates to: LOT 56

(There is a right of way over the land shown in the plan and is the subject of the survey)

(Signature) *[Signature]* Surveyor registered under the Surveying Act 2002

Plots used in preparation of survey

DP 810097

DP 810097

DP 810097

DP 810097

DP 810097

DP 810097

DP 810097

DP 810097

DP 810097

DP 810097

DP 810097

DP 810097

DP 810097

DP 810097

DP 810097

DP 810097

Northern Beaches Council Planning Certificate – Part 2

Applicant: Elite Lawyers & Associates
Suite 106 781 Pacific Highway
CHATSWOOD NSW 2067

Reference: 181808
Date: 02/09/2024
Certificate No. ePLC2024/06501

Address of Property: 28/11-13 Oaks Avenue DEE WHY NSW 2099
Description of Property: Lot 28 SP 76171

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

(a) Local Environmental Plan

Warringah Local Environmental Plan 2011

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

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

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

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

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

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

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

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

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

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

(c) Development Control Plans

Warringah Development Control Plan 2011

(2) Draft Environmental Planning Instruments

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

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

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

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

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

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

(a), (b)

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone MU1 Mixed Use

1 Objectives of zone

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.

- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To provide an active day and evening economy encouraging, where appropriate, weekend and night-time economy functions.

2 Permitted without consent

Home-based child care; Home businesses; Home occupations

3 Permitted with consent

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Waste or resource transfer stations; Water reticulation systems; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Service stations; Sewerage systems; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

(c) Additional permitted uses

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

Nil

(d) Minimum land dimensions

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

(e) Outstanding biodiversity value

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

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

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

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

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

3. Contribution plans

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

Dee Why Town Centre Contributions Plan - in force 13 July 2019

This Plan was approved to fund the delivery of local infrastructure to support growth in the Dee Why Town Centre.

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

Housing and Productivity Contribution

The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024 applies.

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

Nil

4. Complying Development

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

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Note: *Dual occupancies cannot be carried out as complying development in the R2 - Low Density Residential Zone in certain circumstances. See Clause 1.19 (3B) in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

Part 3C Greenfield Housing Code

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

Part 3D Inland Code

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

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

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

Part 9 Agritourism and Farm Stay Accommodation Code

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

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

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

5. Exempt Development

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

Part 2 Exempt Development Codes

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

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

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

6. Affected building notices and building product rectification orders

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

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

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

In this section—

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

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

7. Land reserved for acquisition

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

8. Road widening and road realignment

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

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

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

9. Flood related development controls

- (1) The land is within the flood planning area and subject to flood related development controls.
- (2) The land or part of the land is not between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

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

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

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

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

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

Nil

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

Nil

11. Bush fire prone land

The land is not bush fire prone land.

12. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

13. Mine Subsidence

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

14. Paper subdivision information

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

15. Property vegetation plans

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

16. Biodiversity Stewardship Sites

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

17. Biodiversity certified land

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

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

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

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

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

Note—

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

20. Western Sydney Aerotropolis

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

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

21. Development consent conditions for seniors housing

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

22. Site compatibility certificate and conditions for affordable rental housing

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

23. Water or sewerage services

No water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

Additional matters under the Contaminated Land Management Act 1997

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

- (a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act
- (b) the land to which the certificate relates is not subject to a management order within the meaning of that Act

(c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act

(d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act

(e) the land to which the certificate relates is not the subject of a site audit statement

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

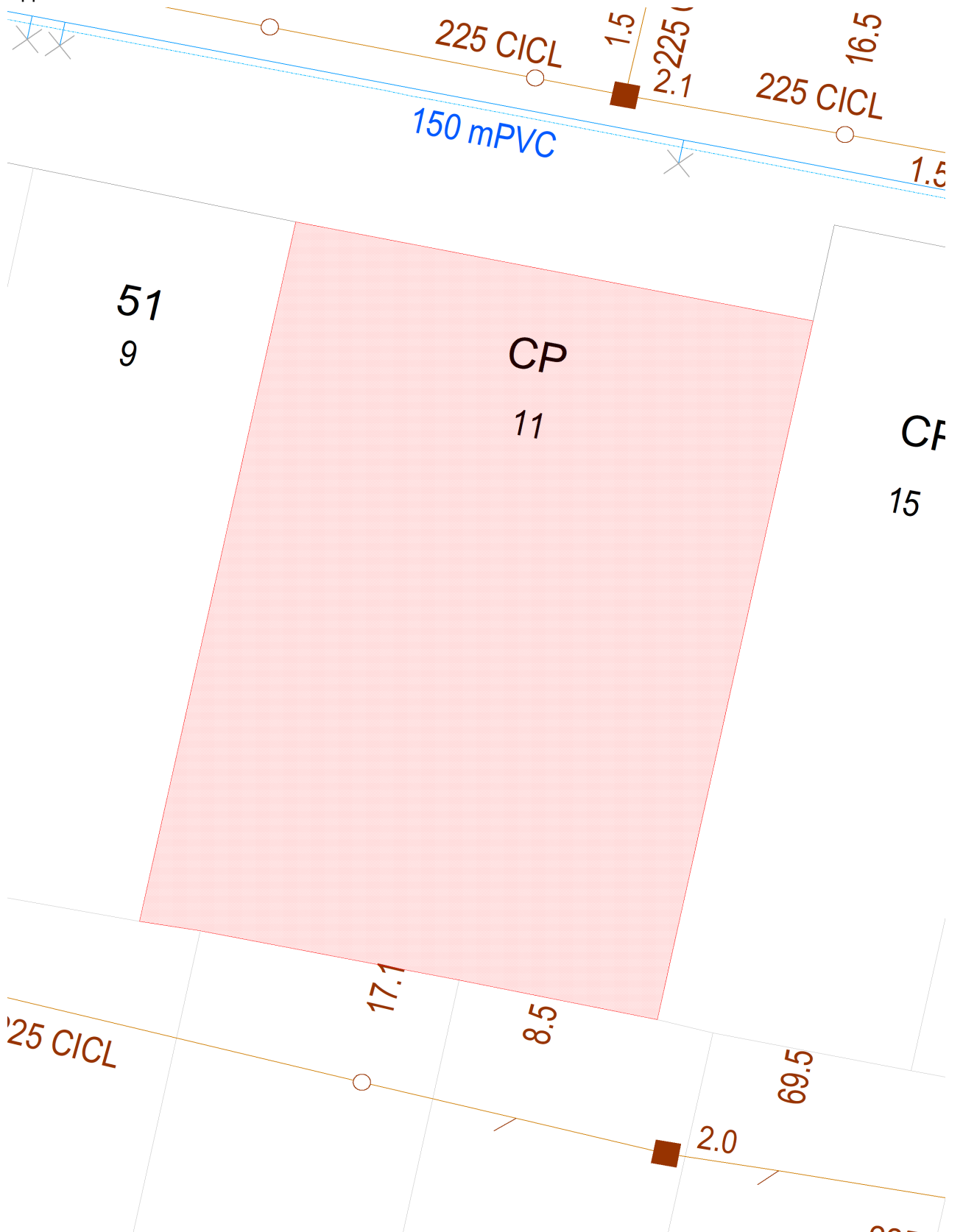
A handwritten signature in black ink, appearing to be 'SP' with a flourish.

Scott Phillips
Chief Executive Officer

02/09/2024

Service Location Print

Application Number: 8003691360



Document generated at 02-09-2024 03:41:56 PM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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Pipe Types

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

Further Information

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

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

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

Disclaimer

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

Sewer Service Diagram

Application Number: 8003691352

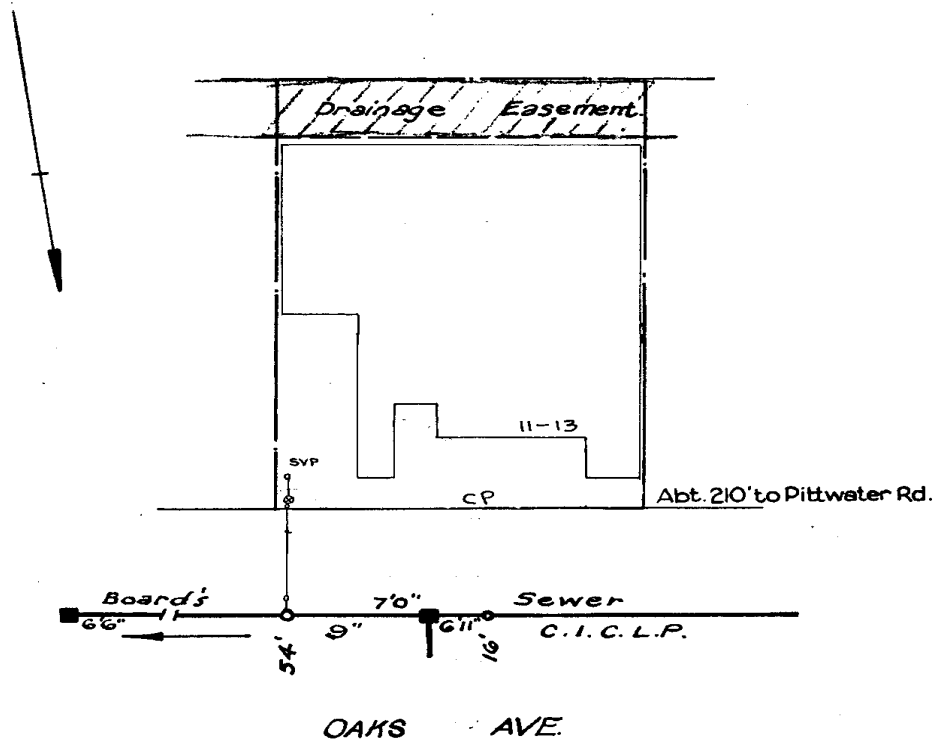
METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM
Municipality of *Warringah* No. **589338**

SYMBOLS AND ABBREVIATIONS			
<input type="checkbox"/> Boundary Trap	<input checked="" type="checkbox"/> R.V. Reflux Valve	I.P. Induct Pipe	Ben. Basin
<input checked="" type="checkbox"/> Pit	<input checked="" type="checkbox"/> C.E. Cleaning Eye	M.F. Mica Flap	Shr. Shower
<input checked="" type="checkbox"/> G.I. Grease Interceptor	<input checked="" type="checkbox"/> VERT. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
<input checked="" type="checkbox"/> Gully	<input checked="" type="checkbox"/> V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
<input checked="" type="checkbox"/> P.T. P. Trap	<input checked="" type="checkbox"/> S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
<input checked="" type="checkbox"/> R.S. Reflux Sink	<input checked="" type="checkbox"/> D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

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



RATE No. _____ W.C.s _____ U.C.s _____ 19_____
SHEET No. **7163** OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth	Inspector	/ /	Date	Inspector	/ /
Shr		Outfall	HL		LL
Ben		Drainer			
K.S.		Plumber			
T.	Chief Inspector	/ /	Boundary Trap	757 090	
Pig	Tracing Checked	/ /	is not required		
Dge. Int.					
Dge. Ext.					

Document generated at 02-09-2024 03:41:49 PM

Disclaimer

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



Revenue

Enquiry ID	4183722
Agent ID	81429403
Issue Date	02 Sep 2024
Correspondence ID	1792451229
Your reference	181808:KL

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
S76171/28	Unit 28, 11-13 OAKS AVE DEE WHY 2099	NOT AVAILABLE	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2024 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.