

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Raine & Horne Dee Why 685 Pittwater Road, Dee Why, NSW 2099	Phone: 02 9971 9000 Fax: 02 9982 6446 Ref: David Bain
co-agent		
vendor	Daniel James Towner and Skye Jasmine Millar 3 Burrawong Road, Avalon Beach, NSW 2107	
vendor's solicitor	Shipton & Associates Suite 1, 1 Raglan Street, Manly NSW 2095	Phone: 02 9976 5222 Email: michael@manlylaw.com.au Fax: 02 9976 5333 Ref: MS:SA:7116
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 32/52-56 The Crescent, Dee Why, New South Wales 2099 Registered Plan: Lot 32 Plan SP 8090 Folio Identifier 32/SP8090	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Laundry No. 1	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
 GST of: \$

witness

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

witness

ChoicesVendor agrees to accept a **deposit-bond** (clause 3)☒ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30)

PEXA

Electronic transaction (clause 30)☐ no ☒ YES

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

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

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input 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 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input checked="" type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input checked="" type="checkbox"/> 32 property certificate for strata common property <input checked="" type="checkbox"/> 33 plan creating strata common property <input checked="" type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off the plan contract <input type="checkbox"/> 58 other document relevant to the off the plan contract
Home Building Act 1989 <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance	Other <input type="checkbox"/> 59

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

Gilbey Burgess Strata Management Pty Ltd
 PO Box 147, MANLY NSW 1655 Phone: 9907 0006 (Janette)
 admin@gbsm.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

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

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

CERTIFICATE

I,
of, Solicitor

certify as follows:-

- (a). I am a Solicitor currently admitted to practice in New South Wales.
- (b). 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 **Unit 32/52-56 The Crescent, Dee Why** from **Daniel James Towner and Skye Jasmine Towner** ("the Vendor/s") to ("the Purchaser/s") in order that there is no cooling off period in relation to the contract.
- (c). I do not act for the Vendor and am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.
- (d). I have explained to the Purchaser
 - (i) the effect of the contract for the purchase of that property;
 - (ii) the nature of this certificate;
 - (iii) the effect of giving this certificate to the vendor, i.e. there is no cooling off period under Section 66W of the Conveyancing Act in relation to the contract.

Dated:

Solicitor/Licensed Conveyancer:

SPECIAL CONDITIONS
AMENDMENTS TO PRINTED FORM OF CONTRACT
FOR THE SALE AND PURCHASE OF LAND 2019 EDITION

OWNER-BUILDER

33) The vendor discloses:

- a) ~~That an owner-builder permit was issued under Division 3, Part 3 of the Home Building Act 1989 to _____ (not more than seven (7) years and six (6) months before the date of this Contract for Sale) in relation to works valued at over \$10,000 carried out on the property ("the works"); and~~
- b) ~~That no statutory insurance is available and this warning should also be given in relation to the works upon future sales by any successors in title in relation to the works;~~
- c) ~~Annexed to this contract are Certificates of Insurance in relation to work carried out by contractors to the owner-builder as follows:~~
 - i) _____ insurance under the Home Building Compensation Fund.
 - ii) _____ Attached hereto is a copy of a brochure entitled "**Insert name**" issued by the Department of Fair Trading.

HOUSE OR UNIT EXCLUDED UNDER THE HOME BUILDING ACT

34) ~~The property comprises a house or home unit excluded from the definition of dwelling under the HBA 1989 because it was designed for commercial use or tourist, holiday or overnight accommodation or because it is contained in a home unit building of greater than three (3) storeys where it would otherwise have been residential property under that Act.~~

HOME WARRANTY INSURANCE

35) ~~Attached hereto is a copy of the Home Warranty Insurance Certificate in relation to the works carried out on the property.~~

36) The following clauses in the printed form of contract shall be amended as follows:

- a) Clause 3.2 add the words “such deposit bond to be issued by a licensed Australian trading bank and have an expiry date not earlier than twenty-eight (28) days after the date for completion under this contract”.
- b) Clause 3.3: Substitute “28” for “14” in the first line and “21” for “7” in the second line.
- c) Clause 5.2: insert the words “objection or claim” after the word “requisition” in line 1.
- d) Clause 7: by substituting “only within twenty-one (21) days after the date of this contract and” for the words “before completion” in line 1
- e) Clause 7.1: delete “that are not” and substitute “including”
- f) Clause 7.1.1: delete
- g) Clause 8.1.1: by the deletion of the words “on reasonable grounds” and the addition of the words “objection or claim for compensation” at the end
- h) Clause 8.1.2: by addition of the words “objection or claim for compensation” after “requisition” and deletion of “and those grounds”
- i) Clause 9.3.1: In the second bullet point replace the word “reasonable” with “actual”.
- j) Clauses 10.1.8 and 10.1.9: by the deletion of the word “substance” and the insertion of the word “existence” instead
- k) Clause 16: insert the following additional clause:

“16.3.1 Where the *property* includes personal property subject to a security interest:

- i) in this clause *personal property*, *secured party* and *security interest* have the same meanings as in the *Personal Property Securities Act 2009 (Cth)* (*PPS Act*);
- ii) to pass legal title free of that interest, it is sufficient for the Vendor to provide on completion a release in the standard form of the secured party or in the form published by the Australian Bankers Association; and
- iii) no release is required where the personal property has a market value of not more than \$5,000 (or such greater amount prescribed under regulations to the *PPS Act*) and it is to be used for personal, domestic or household purposes (except if it is described by a serial number in the Personal Property Security Register).

The purchaser warrants that all inclusions are to be used for domestic purposes”:

- l) Clause 16.7: delete “cash (up to \$2,000.00) or”
- m) Clause 16.8: delete “settlement” and substitute “bank”.
- n) Clause 16.11.3: amend by adding “or any other place reasonably nominated by the vendor’s solicitors”
- o) Clause 18.3: Add the following clause “Clause 18.3.3: If the property is other than a unit in a strata scheme, effect and maintain building insurance for the full value of improvements on the land and public liability insurance for no less than \$20 million and provide a Certificate of Currency to the Vendor therefor.
- p) Clauses 24.1.1 and 24.1.2: delete and replace with the following:

24.1.1 No adjustment of the unpaid amount will be made under clause 14.2

- 24.1.2 if the vendor furnishes the purchaser with a statement of the amount unpaid as at the adjustment date, the purchaser (as the vendor's agent) must immediately demand that the tenant pay that amount;
- 24.1.3 the purchaser must immediately account to the vendor for any amount received from the tenant under that demand; but
- 24.1.4 if the amount is not then paid by the tenant, the purchaser authorises the vendor (in the name of the purchaser but at the expense of the vendor) to take all steps and institute all proceedings necessary for recovery of the amount and the purchaser must do everything reasonably required by the vendor for the prosecution of any such proceedings against the tenant."

CONDITION AND SUITABILITY OF PROPERTY

- 37) The purchaser hereby acknowledges that on the signing hereof they are not relying upon any warranty, undertaking or stipulation of any description whether given by the vendor or their agents or otherwise in respect of the property or any improvements erected or to be erected thereon, their suitability for any purpose or financial return other than such warranties, undertakings and stipulations as are expressly set out in this contract.
- 38) The vendor does not warrant that the subject property is suitable for any particular purpose and the purchaser acknowledges that prior to the execution hereof they have carried out such inspection of the relevant property as they may require and that the said property is being purchased by them subject to any faults, defects or lack of repair (whether latent or patent) that may be found to exist after the date hereof. No objection, requisition or claim for compensation shall be made by the purchaser, in respect of any such faults, defects or lack of repair.
- 39) The Purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and subject to any existing water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations ("Service") and cannot make a claim, objection or requisition or rescind or terminate or seek to delay completion in respect of:
 - a) The condition, state of repair, dilapidation or infestation (if any) of the property
 - b) Any latent or patent defect in the property;
 - c) Any environmental hazard or contamination;
 - d) The nature, location, availability or non-availability of the Services or defects in the services;
 - e) Whether or not the property is subject to or has the benefit of any rights or easements in respect of the services;
 - f) Any underground or surface stormwater drain passing through or over the property or any manhole vent on the Property;
 - g) Any rainwater downpipe being connected to the sewer;
 - h) Any failure to comply with the Swimming Pool Act 1992.

- 40) Notwithstanding any other provision contained herein, the Purchaser acknowledges that in the event that any of the equipment or fittings in the property are not in working order as at the date of completion they will not require the Vendor to repair or replace these and will accept these items in their condition as at the date of completion and will make no objection, requisition or claim for compensation in relation to the non-operation of those items.

STRATA LEVIES

- 41) Notwithstanding the provisions of Clause 23 of this Contract, the Purchaser will be deemed to have satisfied himself prior to the signing hereof as to all matters regarding the management of the strata plan and owners corporation including details of all leases and whether or not there are any expenses of the Owners Corporation in relation to the common property which are not due to fair wear and tear and will not be entitled to make any objection or requisition or claim for compensation in connection therewith or to rescind pursuant to clause 23.9.1 of this contract on account of any such expenses.

DEATH, LIQUIDATION ETC

- 42) Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this Special Condition not been included herein, should either party:-
- a) Die or become mentally ill; or
 - b) Being a company resolve to go into liquidation or have a petition for the winding up of the purchaser presented or enter into any scheme of arrangement with its creditors under the Corporations Law or should any liquidator, receiver or official manager be appointed in respect of the purchaser.

Then either party may rescind the within contract by notice in writing forwarded to the solicitors named as the other party's solicitor in this contract and thereupon the within contract shall be at an end and the provisions of Clause 19 hereof shall apply.

REAL ESTATE AGENT

- 43) The Purchaser warrants to the Vendor that he was not introduced to the property by any agent other than the agent referred to herein, nor was any other agent the effective cause of the sale herein provided for. In the event that the Purchaser is in breach of such warranty the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent (other than the agent referred to herein) arising out of this sale other than a claim for commission payable pursuant to a signed agreement between the Vendor and the said Agent. This condition shall not merge on completion hereof.

PARTICULARS OF TITLE

- 44) The Purchaser acknowledges that the particulars of title set out in this Contract are a sufficient statement of the Vendor's title for the purposes of Clause 4 of this Contract and the Purchaser shall not be entitled to require the Vendor to serve any further statement of the Vendor's title upon the Purchaser.

COMPLETION

- 45) The Purchaser shall not be entitled to require the Vendor to register a discharge of any mortgage or withdrawal of any caveat affecting the property prior to completion but will accept on settlement a properly executed discharge of any mortgage or a withdrawal of any caveat in registrable form as regards the subject property together with the appropriate registration fees.
- 46) It is expressly agreed between the parties hereto that in any circumstances justifying the issue of a Notice to Complete fourteen (14) days will be deemed to be a reasonable and sufficient notice for the purpose.
- 47) Should completion not take place by 5:00pm on the last day of the period stated in this Contract then either party may immediately serve on the other a Notice to Complete making time of the essence of this Contract and it is mutually agreed between the parties that fourteen (14) days shall be sufficient and reasonable notice for the purpose of the Notice to Complete and for the purpose of making time of the essence. Should, however, the day specified for completion in such Notice to Complete fall between 23 December 2021 to 13 January 2022 then such date shall be deemed to be the 14th of January 2022.

LIQUIDATED DAMAGES – LATE COMPLETION

- 48) If completion does not occur because of default of the Purchaser not caused by the Vendor by the date specified in this Agreement for completion then without affecting the Vendor's other remedies under this Contract consequent upon the Purchaser's default, the Purchaser agrees to pay on completion an amount equal to eight per cent (8%) per annum on the balance of purchase moneys outstanding during the period from the date for completion nominated in this Contract to the actual date of completion together with an amount of two-hundred and seventy-five dollars (\$275.00) (GST inclusive) to cover legal costs for the expenses incurred as a consequence of the delay by the Purchaser. These amounts are deemed to represent liquidated damages in that they are a genuine pre-estimate of the loss that will be caused to the Vendor for the delay in settlement from the date for completion as set out in the Contract to the actual date of completion. Such payment is an essential term of this contract and the Vendor shall be at liberty to not complete this contract unless such payment is made.

EXTENSION OF COOL-OFF

- 49) (a) The purchaser agrees and acknowledges that in the event that an extension of the cooling-off period beyond that agreed as at the date of this contract is required by the purchaser, then they shall pay the sum of one-hundred and ten dollars (\$110.00) (GST inclusive) directly to the vendor's Conveyancer as recognition of fees that the vendor shall incur on account of arranging the extension. This sum shall fall due and payable at settlement, or in the event the contract does not proceed, upon rescission whereby the purchaser authorizes the agent to release that sum to the vendor's Conveyancer in that event.

(b) This sum shall fall due and payable regardless of:

- i. Whether or not the extension of the cooling-off period is granted; and
- ii. Whether or not the purchaser elects or does not elect to exercise their rights to cool-off from the contract in due course.

BUILDING CERTIFICATE

50) Notwithstanding the provisions of Clause 12 hereof, this Contract is not conditional upon the issue of a Building Certificate under Section 149A of the Environmental Planning and Assessment Act 1979 in respect of the whole or any part of the property. The Purchaser will not require the Vendor to make application for or do anything towards obtaining such a Certificate, or otherwise to comply with the requirements of the local Council relating to the issue of such a Certificate.

INVESTMENT OF DEPOSIT

51) The parties hereto hereby authorise the person investing the deposit to provide the relevant Investment Body with details of the Tax File Number of either or both of such parties. The said parties acknowledge that they are aware that in the event of no such Tax File Numbers being provided then tax will be deducted by the Investment Body at the statutory rate then applicable.

PAYMENT OF THE DEPOSIT BY INSTALMENTS WHERE A COOLING OFF PERIOD APPLIES

52) If a cooling off period applies, the vendor agrees to accept payment of the deposit by the following instalments:

- a) 0.25% of the price at the time of exchange of contracts; and
- b) the balance prior to the expiry of the cooling-off period.

PAYMENT OF DEPOSIT BY INSTALMENTS

53) In the event the vendors agree to accept a deposit of less than 10%, the parties agree:

- a) The vendors accept payment of the deposit as follows
 - i) Upon exchange of contracts **(or expiry of the cooling off period if subject to a cooling off period)** \$ _____ or _____ (%) of the purchase price;
 - ii) Upon completion of this contract a further \$ _____ or _____ (%) of the purchase price.
- b) That in any event entitling the vendors to terminate the contract and/or keep or recover the deposit the purchasers shall immediately upon demand by the vendors pay a further amount to the deposit holder to increase the deposit to ten percent (10%) of the purchase price;
 - c) That pursuant to Clause 9.1 the word "deposit" shall mean the initial deposit paid and the further deposit payable under sub-clause (a) above;
 - d) That Clause 2.9 is amended by deleting the words "the parties equally" and inserting in lieu the words "the vendors";

- e) That this clause shall not merge on completion and the vendors shall be entitled to sue for recovery for so much of the ten per cent (10%) deposit that remains outstanding as a debt due by the purchasers to the vendors.

FOREIGN CORPORATION OR PERSON

- 54) The purchaser warrants to the vendor that it is not a “foreign corporation” or a “foreign person” as defined in the Foreign Acquisition and Takeover Act 1975 (“the Act”). Upon demand the purchaser will produce to the vendor such evidence as is required by the vendor in satisfaction of this authority. The purchaser hereby indemnifies the vendor against all liability, loss, damage and expenses. This provision will not merge in the transfer on completion.

REQUISITIONS ON TITLE

- 55) The Purchaser acknowledges that the only form of general requisitions on title that the Purchaser shall be entitled to raise pursuant to Clause 5 shall be in the form of Requisitions on Title annexed.

ERROR IN ADJUSTMENTS OF OUTGOINGS

- 56) Should any apportionment of outgoings required to be made under this contract be overlooked or incorrectly calculated on completion the vendor and the purchaser agree that, upon being so requested by the other party, the correct calculation will be made and paid to the party to whom it is payable. This clause shall not merge on completion.

SERVICE OF DOCUMENTS

- 57) Notwithstanding the provisions contained in Clause 20.6.4 hereof a document under or relating to this contract shall be sufficiently served for the purposes of this contract if the document is sent by email transmission and in any such case shall be deemed to be duly given or made when the transmission has been completed; except where:
 - a) The time of dispatch is not before five o'clock pm (5:00pm) (Sydney time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next day in that place; or
 - b) The sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission in which case the email transmission shall be deemed not to have been given or made.

COVID-19

- 58) In the event that either the Vendor or Purchaser is required to undertake self-isolation, be quarantined or is hospitalised in relation to the Coronavirus ('Covid-19') and written evidence confirming same is provided by a registered medical practitioner, the following shall apply:

- a) The party that is affected by self-isolation, quarantine or is hospitalised in relation to Covid-19 is to notify the other party in writing immediately; and
- b) The party that is affected by self-isolation, quarantine or is hospitalised in relation to Covid-19 can extend the completion date without penalty by up to and including 21 days.

INTERPRETATION

59) Headings are for ease of reference only and do not affect the interpretation of this contract.

If there is any inconsistency between these special conditions and the printed conditions or any annexure hereto, these conditions shall apply.

Each clause and subclause of the conditions of this contract shall be severable from each other clause and sub-clause, and the unenforceability or invalidity of any clause or subclause shall not affect the enforceability or validity of the remaining clauses and subclauses.

SALE BY AUCTION

60) The following subclauses apply in respect of sale by auction:-

- i) The Vendor's reserve price must be given in writing to the auctioneer before the auction commences.
- ii) A bid for the Vendor 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 Vendor.
- iii) The highest bidder is the purchaser, subject to any reserve price.
- iv) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- v) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion is not in the best interests of the Vendor.
- vi) 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.
- vii) A bid cannot be made or accepted after the fall of the hammer.
- viii) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- ix) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- x) One bid only may be made by or on behalf of the Vendor. This includes a bid made by the auctioneer on behalf of the Vendor.
- xi) When making a bid on behalf of the Vendor or accepting a bid made by or on behalf of the Vendor, the auctioneer must clearly state that the bid was made by or on behalf of the Vendor or auctioneer.

GUARANTEE IF CORPORATE PURCHASER OR TRUSTEE PURCHASER

61)

a) "Guarantor" means:

.....of

.....of

- b) "Guaranteed Money" means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the Purchaser to the Vendor in connection with this Contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise.
- c) The Guarantor acknowledges that the Vendor has entered into this contract with the Purchaser at the request of the Guarantor and that the Guarantor has incurred obligations and given rights under this guarantee and indemnity for valuable consideration received from the Vendor.
- d) The Guarantor unconditionally and irrevocably guarantees payment to the Vendor of the Guaranteed Money.
- e) If the Purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this Contract then the Guarantor agrees to pay the Guaranteed Money to the Vendor on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.
- f) As a separate undertaking, the Guarantor indemnifies the Vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with the Guaranteed Money not being recoverable under the preceding Clauses because of any circumstances whatsoever.
- g) This guarantee and indemnity is a continuing security and extends to all of the Guarantee Money and other money payable under this guarantee and indemnity. The Guarantor waives any rights it has of first requiring the Vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the Purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.
- h) The liabilities under this guarantee and indemnity of the Guarantor as a Guarantor, Principal Debtor or indemnifier and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including without limitation, one or more of the following:-
- i) The Vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser; or
 - ii) Acquiescence, delay acts, omissions or mistakes on the part of the Vendor; or
 - iii) Any variation or novation of a right of the Vendor, or alteration of this Contract or a document, in respect of the Purchaser.
- i) As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid, the Guarantor may not, without the consent of the Vendor:-

19/1/2022

- i) In reduction of its liability under this guarantee and indemnity raise a defence, set-off or counterclaim available to itself or the Purchaser against the Vendor or claim a set off or make a counter claim against the Vendor; or
 - ii) Make a claim or enforce a right (including, without limitation, a mortgage, charge or other encumbrance) against the Purchaser or its property; or
 - iii) Prove in competition with the Vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due; or
 - iv) Claim to be entitled by law of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of a mortgage, charge, other encumbrance or guarantee held for the Guarantee Money or other money payable under this guarantee and indemnity.
- j) The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

SIGNED by the Guarantors

.....

in the presence of

Guarantor

.....

Witness

.....

Guarantor



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 32/SP8090

SEARCH DATE	TIME	EDITION NO	DATE
18/1/2022	2:54 PM	5	9/9/2018

LAND

LOT 32 IN STRATA PLAN 8090
AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

SKYE JASMINE MILLER
DANIEL JAMES TOWNER
AS JOINT TENANTS (T AG730396)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP8090
2 AG730397 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* 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.

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Received: 18/01/2022 14:53:19



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP8090

SEARCH DATE	TIME	EDITION NO	DATE
18/1/2022	2:54 PM	12	21/10/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 8090
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 SHEET 1 SP8090

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 8090
ADDRESS FOR SERVICE OF DOCUMENTS:
PO BOX 147
MANLY
NSW 1655

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A490941 EASEMENT FOR DRAINAGE AFFECTING THE PART SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 3 L866641 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE
DESCRIBED DESIGNATED (A) IN SP4684
- 4 DP548500 RIGHT OF FOOTWAY AFFECTING THE PART SHOWN SO
BURDENED IN THE TITLE DIAGRAM (SEE M293770)
- 5 DP548500 RIGHT OF FOOTWAY APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE LAND 1.525 WIDE AND VARIABLE
WIDTH IN DP548500 (SEE M293770)
- 6 DP548500 RIGHT TO USE SWIMMING POOL AFFECTING THE PART SHOWN
SO BURDENED IN THE TITLE DIAGRAM
- 7 DP548500 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE LAND 3.66 WIDE IN DP548500
(SEE M293770)
- 8 DP548500 EASEMENT TO DRAIN WATER AFFECTING THE LAND 3.66 WIDE
IN DP548500 (SEE M293770)
- 9 DP548500 EASEMENT TO DRAIN SEWAGE AFFECTING THE LAND 3.66
WIDE IN DP548500 (SEE M293770)
- 10 DP548500 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE LAND 3.66 WIDE IN DP548500
(SEE M293770)
- 11 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES

(FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN

1-7-1974

LOT ENT

LOT ENT

LOT ENT

LOT ENT

1 - 14

2 - 14

3 - 8

4 - 9

5 - 9

6 - 9

7 - 8

8 - 9

9 - 9

10 - 9

11 - 8

12 - 9

13 - 9

14 - 10

15 - 9

16 - 9

17 - 9

18 - 9

19 - 9

20 - 9

21 - 9

22 - 9

23 - 9

24 - 9

25 - 9

26 - 9

27 - 9

28 - 9

29 - 9

30 - 9

31 - 9

32 - 9

37 - 9

38 - 9

39 - 9

40 - 9

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* 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.

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Received: 18/01/2022 14:53:20

6

- STRATA PLAN 8090

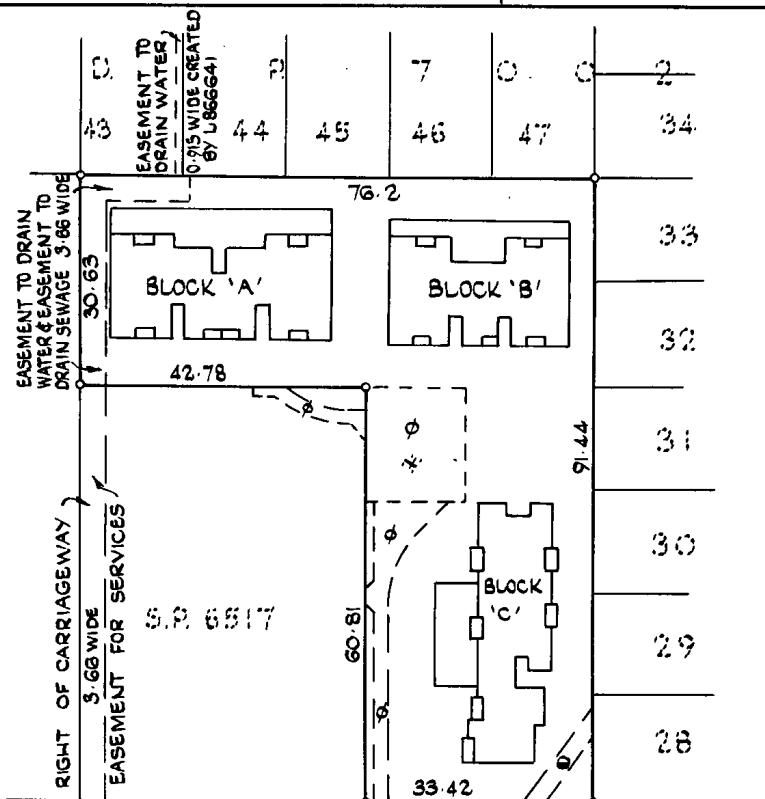
Registered: *SH* 11-3-1974

C.A.: N° 806/74 OF 22-2-1974

Ref. Map: WARRINGAH SH 55

Last Plan: DP 548500 DP 7579

Lengths are in metres



THE CRESCENT

- Ø RIGHT OF FOOTWAY BY M.293770
 * RIGHTS TO SWIMMING POOL USE BY M 293770
 ● EASEMENT FOR DRAINAGE CREATED BY A490941

- (d) Delete if inappropriate.

Schedule of Unit Entitlement(s)		OFFICE USE ONLY
Lot No.	Unit Entitlement	Resubdivision
<div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%) rotate(-45deg); font-weight: bold; font-size: 1.2em;"> VIDE SHEETS 2 & 3 </div>		
AGGREGATE		

I, **ROBERT DOUGLAS DUNLOP**
of **13 HOLT AVENUE, MOSMAN**
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that:

(1) the building erected on the parcel described above is within the external boundaries of the parcel(s) subject to clause (2) of this certificate;

(4)(2) ~~coves or guttering of the building project beyond such external boundaries and an appropriate easement has been granted as an appurtenance of the parcel by registered Transfer No.~~

Dated **DECEMBER 12, 1973**
Signature Robert D. Dunlop

Approved by the Council for the purposes of the Conveyancing (Strata Titles) Act, 1961.
Date 22nd January 1974
Subdivision No. 806/74
R. W. Crook
Council Clerk

The address for service of notices on the body corporate is:

THE PROPRIETORS STRATA PLAN 8090
CL LEVEL 15, 37 YORK STREET, SYDNEY. 2000

STRATA PLAN No.8090

Schedule of Unit Entitlements.		OFFICE USE ONLY
Lot No.	Unit Entitlement	Resubdivision
1	14	
2	14	
3	8	
4	9	
5	9	
6	9	
7	8	
8	9	
9	9	
10	9	
11	8	
12	9	
13	9	
14	10	
15	9	
16	9	
17	9	
18	9	
19	9	
20	9	
21	9	
22	9	
23	9	
24	9	
25	9	
26	9	
27	9	

CONTINUED SHEET 3...

Robert D. Dunlop
 Surveyor.

Barry D. Dwyer
 Council Clerk.

STRATA PLAN No.8090

...CONTINUED

Schedule of Unit Entitlements		OFFICE USE ONLY
Lot No.	Unit Entitlement	Resubdivision
28	9	
29	9	
30	9	
31	9	
32	9	
33	9	
34	9	
35	9	
36	9	
37	9	
38	9	
39	9	
40	9	
41	9	
42	9	
43	9	
44	9	
45	9	
46	9	
47	10	
AGGREGATE	432	

Robert D. Dwyer
 Surveyor.

Ann Quaker
 Council Clerk.

STRATA PLAN No.8090

BLOCK 'A' GROUND FLOOR PLAN GARAGES AND STOREROOMS

∅	∅	PT.30 (16.9m ²)	PT.31 (16.9m ²)	PT.32 (16.9m ²)	PT.39 (16.9m ²)	PT.40 (16.9m ²)	PT.41 (16.9m ²)	PT.42 (16.9m ²)	PT.43 (16.9m ²)	PT.44 (17.5m ²)
LINE OF FACES OF WALLS										

LINE OF FACES OF WALLS											
2.5	PT.33 (13.7m ²)	PT.34 (17.9m ²)	PT.35 (21.5m ²)	∅ STAIRS	PT.36 (21.5m ²)	PT.37 (21.6m ²)	PT.38 (21.5m ²)	∅ STAIRS	PT.45 (20.5m ²)	PT.46 (20.7m ²)	PT.47 (26.4m ²)
ELECTRICAL ROOM		∅	PT.34 (4.3m ²)					PT.44 (4.3m ²)			

BLOCK 'B' GROUND FLOOR PLAN GARAGES AND STOREROOMS

PT.15 (16.3m ²)	PT.16 (16m ²)	PT.18 (16m ²)	PT.21 (16m ²)	PT.22 (16m ²)	PT.23 (16m ²)	PT.24 (16m ²)	PT.25 (16m ²)	PT.26 (16.9m ²)
LINE OF FACES OF WALLS								
LINE OF FACES OF WALLS								
PT.27 (22.2m ²)	PT.28 (19.8m ²)	PT.29 (20m ²)	1.89 ∅ STAIRS LINE OF WALLS 1.4 PT.15 (2.6m ²) PT.16 (2.5m ²) PT.18 (2.6m ²)	1.89 ∅ STAIRS LINE OF WALLS 1.4 PT.22 (2.6m ²) PT.24 (2.5m ²) PT.25 (2.6m ²)	PT.17 (20m ²)	PT.19 (19.8m ²)	PT.20 (22.2m ²)	
			PT.26 (2.6m ²)	ELECTRICAL ROOM				

ALL AREAS ARE APPROXIMATE ONLY.
 ∅ DENOTES COMMON PROPERTY.

ALL BOUNDARIES ARE CENTRES OF WALLS OR
 LINE OF FACES OF WALLS WITH THE EXCEPTION
 OF STOREROOMS PTS.15 & 22 WHICH ARE
 DEFINED BY DIMENSIONS.

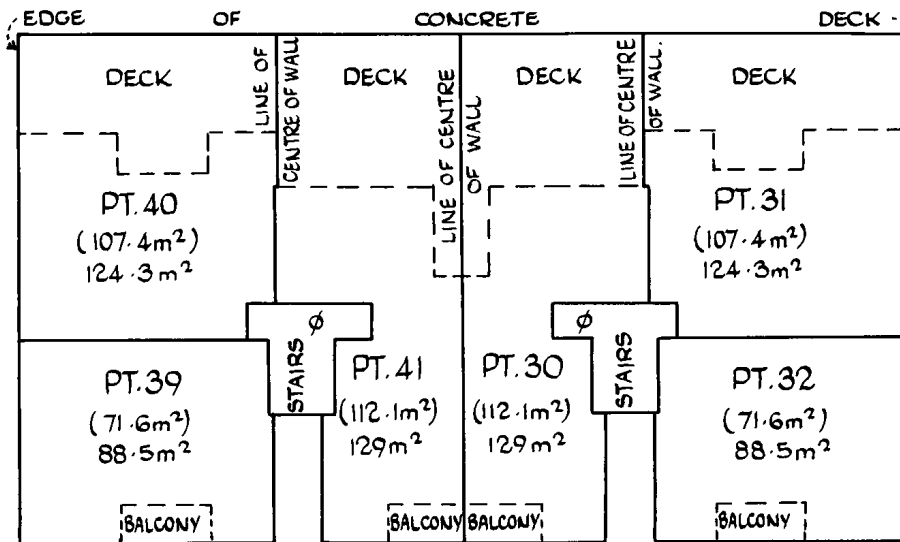
Robert D. Dwyer
 Surveyor.

Robert D. Dwyer
 Council Clerk.

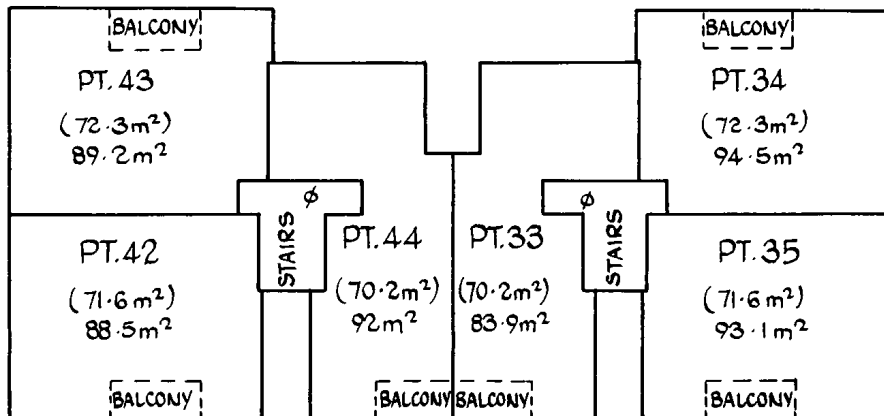
STRATA PLAN No. 8090

BLOCK 'A'

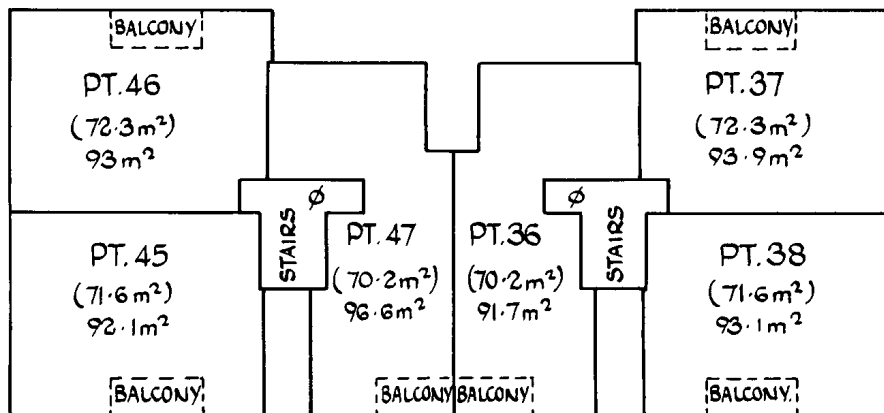
FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN



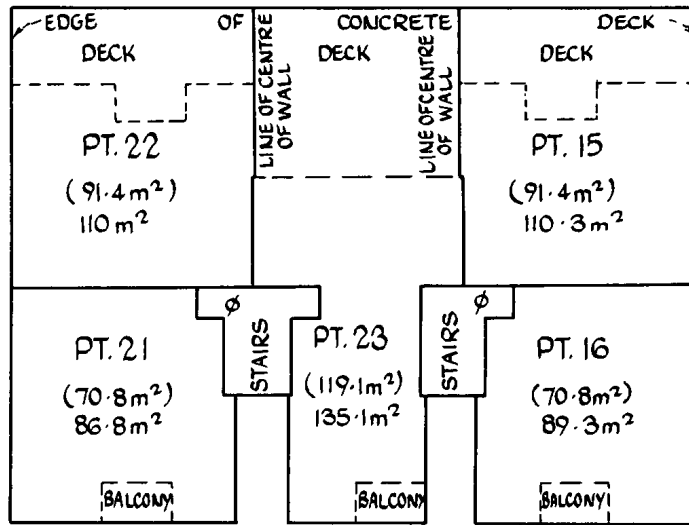
FLOOR AREAS ARE APPROXIMATE ONLY & INCLUDE BALCONIES AND DECKS WHICH ARE RESTRICTED IN HEIGHT TO 2.44 ABOVE THE FLOOR LEVEL.

Ø DENOTES COMMON PROPERTY.

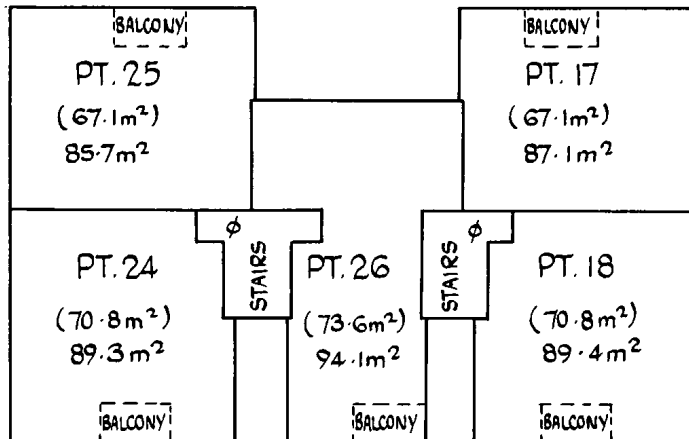
Robert D. Penley
 Surveyor.

R. M. Baker
 Council Clerk.

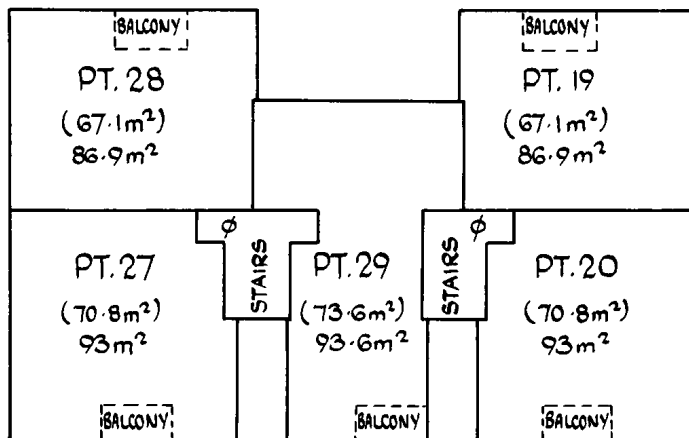
STRATA PLAN No. 8090
BLOCK 'B'
FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN



FLOOR AREAS ARE APPROXIMATE ONLY & INCLUDE BALCONIES AND DECKS WHICH ARE RESTRICTED IN HEIGHT TO 2.44 ABOVE THE FLOOR LEVEL.

Ø DENOTES COMMON PROPERTY.

Robert P. Dunlop
 Surveyor.

Robert P. Dunlop
 Council Clerk.

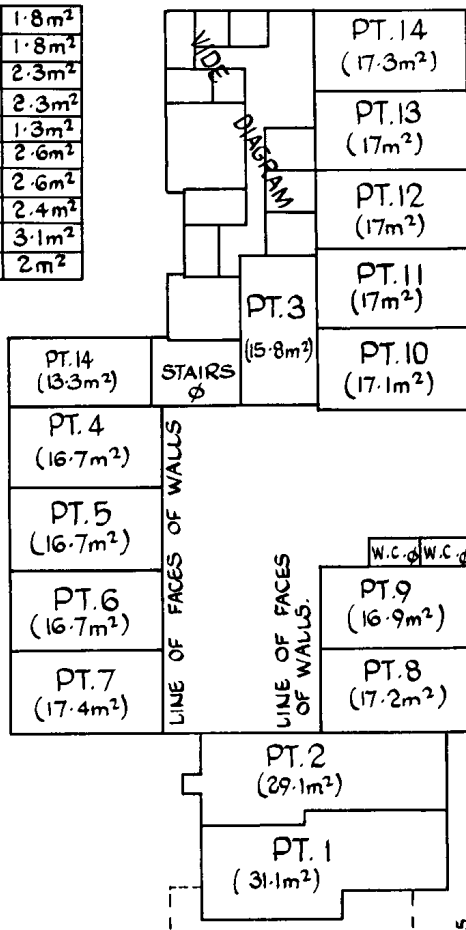
STRATA PLAN No.8090

BLOCK 'C'

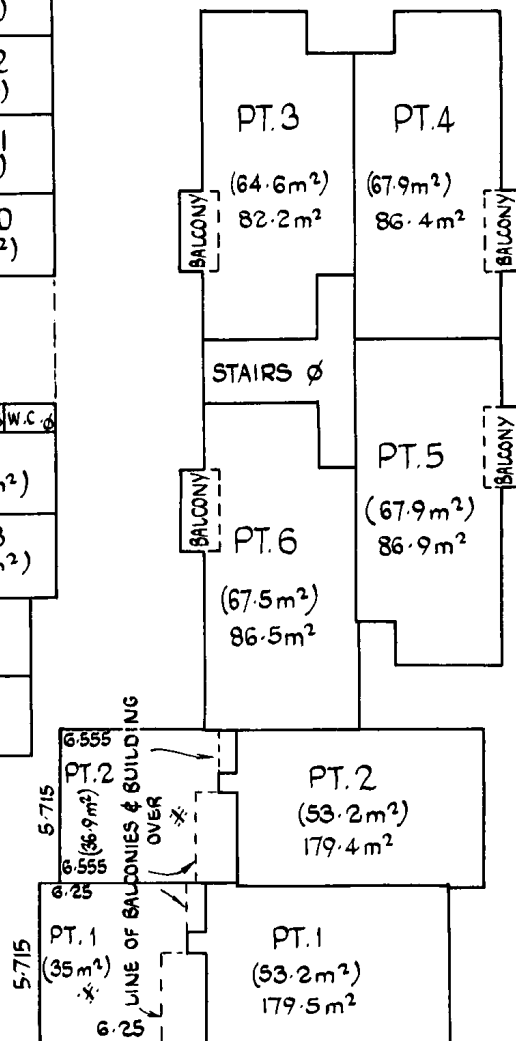
GROUND FLOOR PLAN - GARAGES AND STORE ROOMS

AREA OF STORE ROOMS

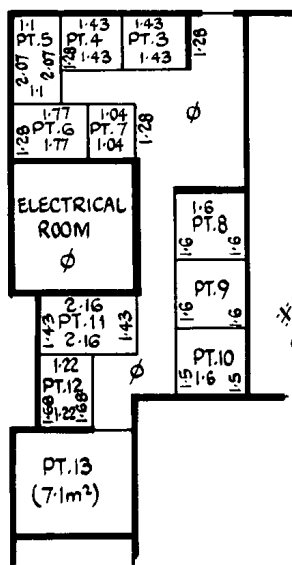
PT.3	1.8m ²
PT.4	1.8m ²
PT.5	2.3m ²
PT.6	2.3m ²
PT.7	1.3m ²
PT.8	2.6m ²
PT.9	2.6m ²
PT.10	2.4m ²
PT.11	3.1m ²
PT.12	2m ²



FIRST FLOOR PLAN



~ DIAGRAM ~



* DENOTES GARDEN AREA
 Ø DENOTES COMMON PROPERTY.

FLOOR AREAS ARE APPROXIMATE ONLY
 & INCLUDE BALCONIES WHICH ARE
 RESTRICTED IN HEIGHT TO 2.59
 ABOVE THE FLOOR LEVEL.

GARDEN AREAS ARE RESTRICTED IN
 HEIGHT FROM 2.59 ABOVE AND IN DEPTH
 TO 1.525 BELOW THE FLOOR LEVEL OF
 THE ADJACENT DWELLING.

Robert D. Dunlop
 Surveyor.

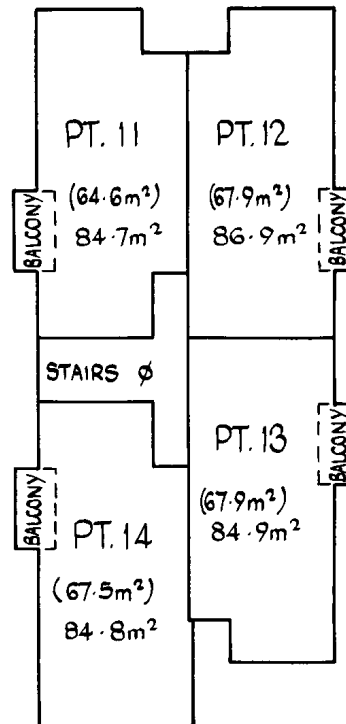
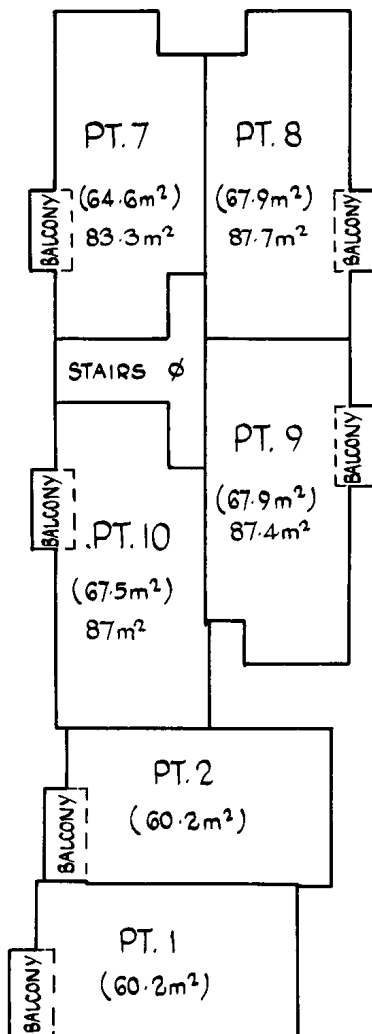
Ken Brooker
 Council Clerk.

STRATA PLAN No.8090

BLOCK 'C'

SECOND FLOOR PLAN

THIRD FLOOR PLAN



FLOOR AREAS ARE APPROXIMATE ONLY & INCLUDE BALCONIES WHICH ARE RESTRICTED IN HEIGHT TO 2.59 ABOVE THE FLOOR LEVEL.
 ø DENOTES COMMON PROPERTY.

Robert D. Dwyer
 Surveyor.

David A. O'Keefe
 Council Clerk.

Form I

(b) Refer to number of Lot, Allotment, or Portion and to the Deposited Plan, Town, or as the case may be.

Reference to Title Vol. 3037 Fol. 79

Locality Dee Why

Parish Manly Cove

County Cumberland

Scale 50 feet to 1 inch

E

Registered:



26.5.70

C.A.; N°440/70 of 8.5.1970

Ref Map: Warringah Sh55

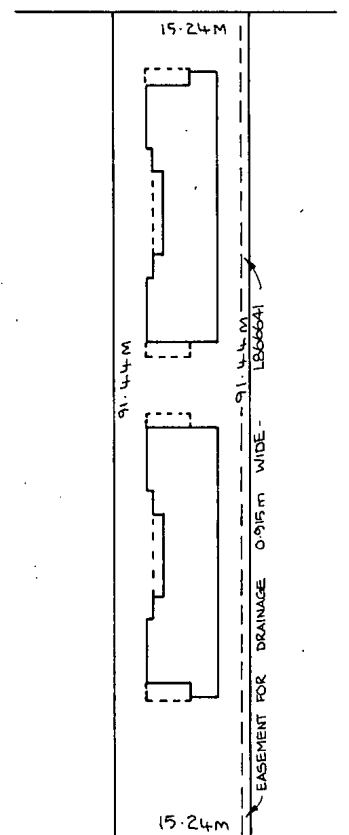
Last Plan: D.P. 7002

External surface boundaries of the parcel and location of the building in relation thereto to be delineated in space opposite.

(c) Additional lots should be shown in an annexure.

(d) Delete if inappropriate.

PACIFIC PARADE

[illegible]

STRATA PLAN No. 4684

SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY	
		Current C's of T	
Lot No.	Unit Entitlement	Vol.	Fol.
1	5	11359-155	
2	5	11359-156	
3	5	11359-157	
4	5	11359-158	
5	5	11359-159	
6	5	11359-160	
7	5	11359-161	
8	5	11359-162	
9	5	11359-163	
10	5	11359-164	
11	5	11359-165	
12	5	11359-166	
13	5	11359-167	
14	5	11359-168	
15	5	11359-169	
16	5	11359-170	
Aggregate	80		

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

STRATA PLAN 4684

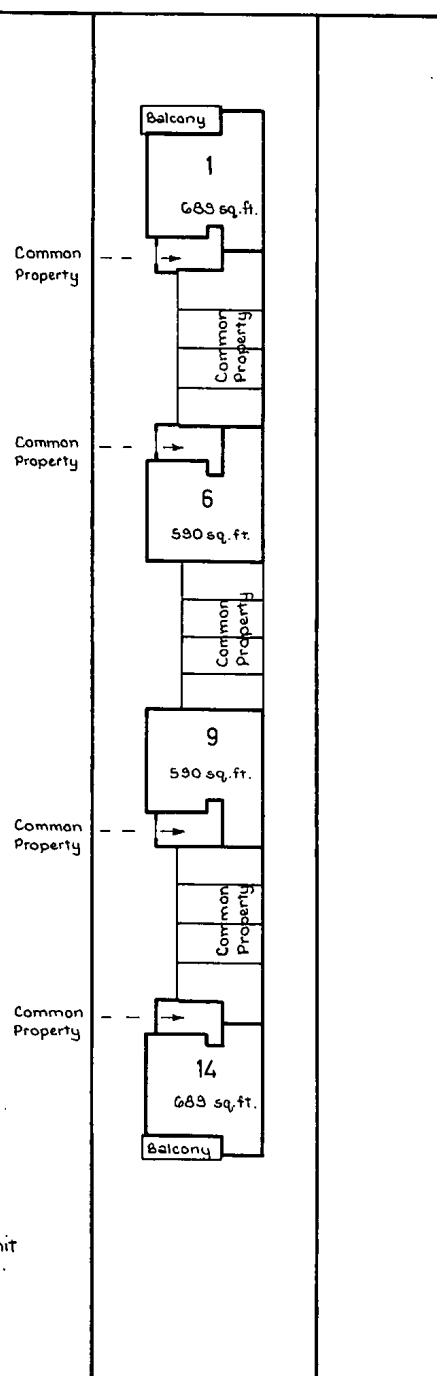
FEET INCHES	METRES
8 6	2.59
SQ FT	SQ M
590	54.8
689	64
783	72.7


 Council Clerk.

STRATA PLAN No. 4684

PACIFIC

PARADE



Balcony heights restricted to
8'6" above floor level of the unit
to which balcony is attached.

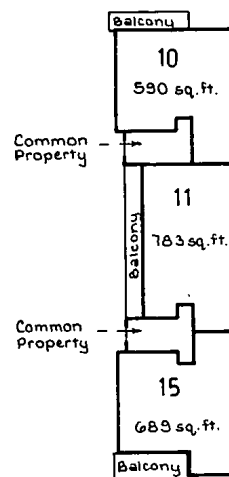
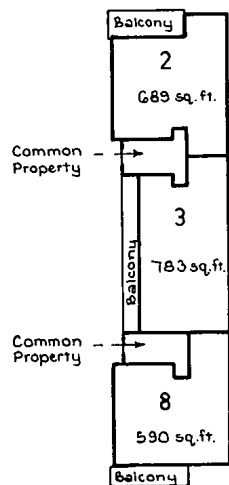
Areas approximate only.

Areas include balconies.

GROUND FLOOR


Council Clerk.

STRATA PLAN No. 4684



FIRST FLOOR

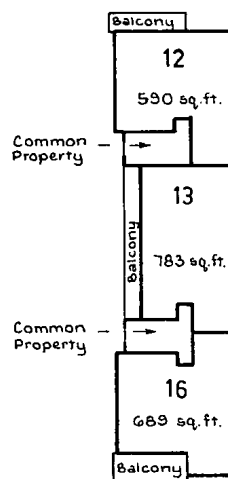
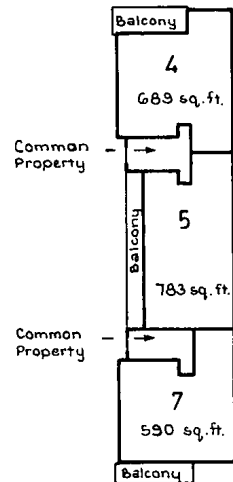
Balcony heights restricted to 8'6"
above floor level of the unit to
which balcony is attached.

Areas approximate only.

Areas include balconies.


Council Clerk.

STRATA PLAN No. 4684



SECOND FLOOR

Balcony heights restricted to 8'6" above floor level of the unit to which balcony is attached.

Areas approximate only.

Areas include balconies.


Council Clerk.

5

Sheet 3 of 3 Sheets

PART 11.

Raparak Building (No. 7) Pty. Limited,
37 York Street, Sydney.

SWIMMING POOL USE FIFTY (50) FEET WIDE SECONDLY REFERRED
TU IN ABOVEMENTIONED PLAN.

jump or swim within the swimming pool and in release of the same. herein as the relevant condition.

TERMS OF EASEMENT FOR SERVICES TWELVE (12) FEET WIDE FOURTHY ACQUIRED
IN ADDITION UNDO PLAN.

[illegible]

authority of the Board of Directors and in the presence of:

K. McLeod
Knappton

BO PARK BUILDING INC. T. PTY. LTD.
Director

Warrington Shire Co. v.
Rennell Kemp
Allied Shire Co. v.
D. J.

[illegible][illegible]

AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TITLES OFFICE.

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 20th May, 1986.



M 293770

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1966.

Sheet 1 of 3 Sheets

M135

PART 1

Plan: DP548500

Full name and address of proprietor of the land:
Bongok Building (No. 7) Pty. Limited,
37 York Street, Sydney.

1. Identity of easement or restriction fairly referred to in above-mentioned plan:
a) Sixty (6) feet wide, fifty (50) feet wide and variable width.
b) Five (5) feet wide and variable width.

SCHEDULE OF LOTS ETC. AFFECTED.

a) Lots burdened
1

b) Lots benefited
2

2. Identity of easement or restriction secondarily referred to in above-mentioned plan:
Rights to Sinking Pool Use Fifty (50) feet wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened
1

2

3. Identity of easement or restriction secondarily referred to in above-mentioned plan:
Right of Lappingway Twelve (12) feet wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots benefited
1

2

4. Identity of easement or restriction fourthly referred to in above-mentioned plan:
Easement for Servitude Twelve (12) feet wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened
1

2

[Signature]

M135

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1966.

Sheet 2 of 3 Sheets

PART 2

Plan: DP548500

Full name and address of proprietor of the land:
Bongok Building (No. 7) Pty. Limited,
37 York Street, Sydney.

5. Identity of easement or restriction fairly referred to in above-mentioned plan:
Easement to Drain Water Twelve (12) feet wide.

SCHEDULE OF LOTS ETC. AFFECTED.

Lots burdened
1

2

6. Identity of easement or restriction sixthly referred to in above-mentioned plan:
Easement to Drain Sewage Twelve (12) feet wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots benefited
1

2

[Signature]

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE.

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 20th May, 1986



FRAME 1

Ref:7116 /Src:M

Transfer

Enrolment

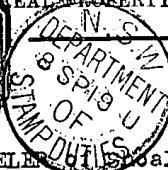
Certificate

& SIMPLE.

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

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900.)



GEORGE WHEELER of Seahaven Farmer



A490941F



A 490941

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

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

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

being registered as the proprietor of an Estate in *fee simple*^b in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,^c in consideration of ^d the sum of FOUR HUNDRED

POUNDS

(£ 400 —)

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^e JAMES ARCHBOLD of Roseville Retired Orchardist

the receipt whereof I hereby acknowledge,

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

do hereby transfer to the said^f James Archbold

Area in acres, roods, or perches.

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

Parish or town and county.

situate in^h Parish of Manly County of Cumberland

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

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

Strike out if not appropriate.

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 or 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.

beingⁱ part of the land comprised in^j Certificate of Title

dated 25th March 1911 registered volume No. 2134 folio 116 and being Lots Twenty, Twenty one, Twenty six, Twenty seven, Thirty one and thirty two as shown on Deposited Plan 7579. Reserving to me the Transferee out of said lots twenty seven and thirty one the drainage easement ten feet wide shown on the said deposited plan

[Rule up all blanks before signing.]

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.]

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

Subject to reservations noted on Certificate of Title
~~and to the Drainage Easement noted on the Certificate~~
~~of Title.~~

[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 Transferor is
known, no further
authentication is
required. Otherwise
the ATTESTING WITNESSES
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 Transferor or
Transferee signs by a
mark, the attestation
must state "that the
instrument was read
over and explained
to him, and that he
appeared fully to un-
derstand the same."

n Repeat attestation for
additional parties if
required.

SL3171

In witness whereof, I have hereunto subscribed my name at
the *twenty ninth* day of *August* in the y
of our Lord one thousand nine hundred and nineteen

Signed in my presence by the said

GEORGE WHEELER

WHO IS PERSONALLY KNOWN TO ME

Signed^a

George Wheeler
Transferrer.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited,
accompanied by the usual declaration that no notice of revocation has been received.

For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, 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

JAMES ARCHBOLD.

WHO IS PERSONALLY KNOWN TO ME

F. A. Dyer

Articled Clerk
94 Moore Street, Sydney.

James Archbold
Transferree.

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

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

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at

, the

day of

, one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew

the person signing the same, and whose signature thereto he has attested; and that the

name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

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.

Name of witness and residence.

Name of Transferrer.

Name of Transferrer.

Registrar-General, Deputy, Notary Public, J.P., or Commissioner

Lodged by

(Name)

:(Address)



A

490941

Transferror.

Transferree.

Folio 116

17th day of September, 1919,

minutes 10 o'clock

in the ~~late~~ ^{late} afternoon.

Registrar General

~~17 SEP 1949~~

INDEXED	DATE	INITIALS
SENT TO SURVEY BRANCH	11.9.19	AK
RECEIVED FROM RECORDS	DO	BM
DRAFT WRITTEN	16	12.9.19
DRAFT EXAMINED	12.9.19	DO
DIAGRAM COMPLETE	15.10	AK
DIAGRAM EXAMINED	15.10	AK
DRAFT FORWARDED	DO	AK
REQD. TO RECORDS (REQUISITION)		
REGISTR.		
RETURNED FROM RECORDS		
CERTIFICATE ENDORSED		
SUPT. OF ENDORSERS	19.9.19	AK
DEP. REGISTRAR GENERAL		

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 is transferred, and is to be held by 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 save this expense, it is intended to make separate transfers of portions, the Certificate may remain in the Land Titles Office, until the whole be sold, or formal application be made for a Certificate of the Substantive sale.

Transferees of the same land must receive separate Certificates. 20s. will be required for each additional Certificate.

The fees of Registrar, 10s. and 20s. for each Certificate, whether for the whole or a part of a Transferee, are required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title 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 18s. only.

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.



No. **4966641**

70 MAY 27 1975 11 12



R.P. 13a

FEES:-

Lodgment
Endorsement

NEW SOUTH WALES

New South Wales

\$-0675

MEMORANDUM OF TRANSFER

(STAMPED BY REGISTRAR GENERAL PROPERTY ACT, 1900.)

\$10.00

RELODGED
34 20 AUG 1970

CEYLON SALES (INTERSTATE) PTY. LIMITED

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

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

All blanks should be ruled up before signing.

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

(herein called transferor)

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

~~FIVE HUNDRED DOLLARS~~

(~~FIVE~~ \$500) (the receipt whereof is hereby acknowledged) paid to it by

Glen Investments Pty. Limited

a Grant
do hereby transfer to

GLEN INVESTMENTS PTY. LIMITED of 6 Paul Street, Milson's

Point

(herein called transferee)

The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. 1).

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

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	MANLY COVE	PART	3037	79	An easement over the comprising a piece of land 3' wide running along the entire length of the eastern boundary of Lot 43 in D.P. 7002, the eastern side of the easement being the same as and identical with the boundary to the land. 11354 - 155 to 170 3037-79 9/6

28320B

(2)

~~And the Transferor covenants with the transferee~~

And the Transferor for itself grants to the transferee an easement over that part of the land herein described for the full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already lain within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with the right for the grantee and every person authorised by him, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

d Strike out if unnecessary, or suitably adjust.

- (i) if any easements are to be created or any exceptions to be made: or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

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

AND it is hereby declared that :-

- (a) The land to which the benefit of this easement is intended to be appurtenant is the land contained in Lots 23, 24, 25, 26 and 27 in Deposited Plan 7579.
- (b) The land which is to be subject to the burden of these covenants is the land hereinbefore described.
- (c) The foregoing easement may be released varied or modified by the transferee or by the registered proprietor or proprietors for the time being of Lots 23, 24, 25, 26 and 27 in Deposited Plan 7579.

ENCUMBRANCES, &c., REFERRED TO.

e A very short note will suffice

K 1165-2 S: 437-

L866641

No. _____

Lodged by

Address *William Hendry Hendry & Co.*

Phone No. *49 Park St Sydney*

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

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at _____ this _____ day of _____ 19 _____
Signed in my presence by _____

who is personally known to me _____

Mortgagee.

DOCUMENTS LODGED HERewith
To be filled in by person lodging dealing

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

Indexed <i>[Signature]</i>	MEMORANDUM OF TRANSFER & G.T. <i>Easement for Drainage</i>
Checked by <i>B.S.P.</i>	Particulars entered in Register Book <i>10-11-1970</i>
Passed (in S.D.B.) by <i>[Signature]</i>	
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar General

M.P.D. 1974

PROGRESS RECORD

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.



Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

AP113873E

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

(A) TORRENS TITLE	For the common property CP/SP 8090		
(B) LODGED BY	Document Collection Box 330B	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 135476R PRUDENTIAL INVESTMENT COMPANY OF AUSTRALIA PTY LTD DX 11609 SYDNEY DOWNTOWN Reference: F1112 203 764 - M&B	CODE CH

- (C) The Owners-Strata Plan No. 8090 certify that a special resolution was passed on 03/10/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 9
Amended by-law No. NOT APPLICABLE

as fully set out below:

See annexure

- (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. 8090 was affixed on 28 FEBRUARY 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name: CHRIS MILLER

Authority: Licensee-in-charge - Mason & Brophy Strata Management P/L
the Strata Managing Agent

Signature:

Name:

Authority:



ANNEXURE A

STRATA PLAN 8090

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By-law 1 - Noise

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

By-law 2 - Vehicles

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

By-law 3 - Obstruction of common property

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

By-law 4 - Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

By-law 5 - Damage to common property

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note: This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

2. An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

3. This by-law does not prevent an owner or person authorised by an owner from installing:

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

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

5. Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

By-law 6 - Behaviour of owners and occupiers

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

By-law 7 - Children playing on common property in building

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

By-law 8 - Behaviour of invitees

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

By-law 9 - Depositing rubbish and other material on common property

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

By-law 10 - Drying of laundry items

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

By-law 11 - Cleaning windows and doors

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

By-law 12 - Storage of inflammable liquids and other substances and materials

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

By-law 13 - Moving furniture and other objects on or through common property

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

By-law 14 - Floor coverings

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

By-law 15 - Garbage disposal

An owner or occupier of a lot:

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

By-law 16 - Keeping of animals

1. Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
2. The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

By-law 17 - Appearance of lot

1. The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

By-law 18 - Notice board

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

By-law 19 - Change in use of lot to be notified

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

By-laws 20-27 - Not utilised

By-law 28 – Riding of skateboards, bicycles and roller skates

The riding of skateboards, bicycles and roller skates or similar items is prohibited on all common property (the common property areas include the driveways and footpaths, parking areas, hallways, lawns, and all parts of the pool and its surround within all boundaries of the Strata Plan).

By-law 29 – Playing of games

The playing of cricket, football baseball and any other ball game is prohibited on the grass areas, (grass areas include all lawns, pool side, clothes line area, and grass surrounds at the rear of the building).

By-law 30 – Use of pool

Children under the age of 14 years must at all times be accompanied by an adult, when using the pool and its surround.

By-law 31 – Use of pool

No food or drink of any kind is to be taken in container or on plates or by hand into the surround by the pool, as perimetered by the pool-side fence.

By-law 32 – Use of pool

Running is not permitted within the pool area.

By-law 33 – Use of pool

All visitors using the pool must be accompanied by a resident from "Eldorado" or Delmar".

By-law 34 – Use of pool

The use of balls or throwing of anything within the pool area is strictly prohibited.

By-laws 35-36 – Not utilised

By-law 37 – Exclusive use – lot 33

On the following conditions, the proprietor for the time being of lot 33 ("the proprietor") shall have:

(a) A right of exclusive use and enjoyment of that area of common property within the Ground Floor of Block "A" and bounded by the following:

1. The western boundary of lot 33;
2. The prolongation of the northern and southern boundaries of lot 33; and
3. The internal surface of the external wall of Block "A";

(b) A special privilege in respect of the common property within the Ground Floor of Block "A" to construct a garage door across the entry to lot 33 and the common property of which he has a right of exclusive use and enjoyment under this by-law.

- (i) Subject to any amendment of the by-laws from time to time the Body Corporate shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property the subject of this by-law, apart from the common property of which the proprietor has a right of exclusive use and enjoyment, for the proper maintenance and keeping in a state of good and serviceable repair of which he shall be responsible.

(ii) The proprietor shall not install or maintain upon the garage door any locking device that cannot be operated by the key which operates the lock to the electricity room within the Ground Floor of Block "A".

(iii) The proprietor shall not store or leave within lot 33 or the common property of which he has a right of exclusive use and enjoyment anything which may prevent or restrict the opening of the door to the electricity room.

(iv) The proprietor shall maintain the garage door and all fittings and fixtures thereon in a state of good and serviceable repair, and shall renew or replace them whenever necessary.

(v) The Body Corporate may have access to the electricity room through the common property of which the proprietor has a right of exclusive use and enjoyment, at any reasonable time.

(vi) If the proprietor should default in the performance of any condition of this by-law and such default continues for a period of seven days after notice of it is given to the proprietor by the Body Corporate, then the rights and privileges conferred by this by-law may be terminated by resolution of the Council of the Body Corporate.

Special by-law no. 1 – Skylights lot 27

1. Notwithstanding anything to the contrary in By-Law 5, tile owner(s) for the time being of Lot 27 may install skylights in the roof of his/her lot, subject to the following conditions and stipulations:

(a) before approval is given for installation of the skylights, the proprietor must provide the Owners Corporation with all drawings and specifications in relation to that installation. If necessary, all statutory approvals must be obtained by the proprietor prior to installation;

(b) the proprietor for the time being shall be entitled to the exclusive use and enjoyment of that part of the common property fitted with a skylight from the roof to Unit 27 on the basis that such proprietor shall be wholly responsible for properly maintaining it and keeping it in a state of good and serviceable repair. The proprietor must make good any damage caused to common property due to the installation.

Special by-law no. 2 – Satellite dish

In addition to the powers, authorities, duties and functions conferred or imposed upon Owners Corporation by the Strata Schemes Management Act 1996, and the By-laws, the Owners Corporation shall have the power to allow the Owner of units on the top floor of block A, B and C in the Strata Scheme to enter into a contract with a company or companies for the supply and distribution of television, radio and associated services.

It shall further have the power to approve the installation of associated equipment such as a receiver dish, cabling, etc. on the common property within the Strata Scheme on receipt of an application in writing from those owners. No such equipment may be installed without prior approval of the Owners Corporation.

All associated costs of installation and maintenance of the equipment shall be the sole responsibility of the Owners of those Lots wishing to connect. The installation of the equipment shall be carried out in a manner such that no adverse visual impact would occur on the front/street elevation of the block. The lot owners must make good any damage caused to common property due to their installation. The equipment will be for the sole use of the top floor occupants of block A, B & C only.

Special by-law no. 3 – Awning lot 15

That the Owner of Lot 15 shall from the 21 October 2008 be entitled to install an awning over the rear balcony of Lot 15 strictly provided that the awning is brand new, white and beige in colour, and made out of Canvas. The awning shall also be 4 metres long and 2.5 metres wide when fully extended and when retracted back in it will roll into a cylinder against the wall neatly, which cylinder is to be cream in colour. The installation of the awning is subject to the following conditions:

- That the work will be carried out by a licensed tradesperson.
- That all work will be carried out at the expense of the Owner of Lot 15.
- That any damage caused to common property during the installation of the awning, will be rectified at the expense of the Owner of Lot 15.
- That the responsibility for the ongoing repairs and maintenance of awning remains that of the current and subsequent Owners of Lot 15.
- That the awning will always be kept in good and respectable order and repair.

Special by-law no. 4 – Fire safety

That the Owners Corporation shall have the following functions in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996 or other Act:

(a) The power and the authority to require an owner or occupier of a lot to reimburse the Owners Corporation for any fee charged to the Owners Corporation by a fire safety service provider or NSW Fire Brigades as a result of the activation of a fire alarm on the common property or in a lot where:

- (i) the fire safety service provider or NSW Fire Brigades attends the property; and
- (ii) the activation of the fire alarm arose as a result of lack of care on the part of the owner or occupier

hereinafter called "a false activation of a fire alarm".

(b) For the purpose of this by-law, lack of care includes, without limitation, the failure of an owner or occupier to notify the fire safety service provider prior to the activation of the fire alarm that the owner or occupier is carrying out works to the property, or the failure to cover sensors when renovations are being carried out to prevent heat and dust from affecting the sensors, or the failure to prevent the alarm being activated by an event other than a fire, including steam or smoke caused by cooking or showering.

(c) The Owners Corporation may require the lot owner or occupier to pay the fire safety service provider or the NSW Fire Brigades all fees and charges claimed by the fire safety service provider and NSW Fire Brigades arising from a false activation of a fire alarm on the common property or in a lot.

(d) The power and the authority to require an owner or occupier of a lot to reimburse the Owners Corporation any late fee or subsequent attendance fee charged to the Owners Corporation by a fire safety service provider to attend the lot to carry out any service or inspection if the lot owner or occupier did not provide access to the fire safety service provider on an earlier date of which at least 14 days prior written notice was sent to the lot owner.

Special by-law no. 5 – Essential services equipment

1. The Owners Corporation shall have the following functions, in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996 or other Act:

(a) The duty to inspect, test, maintain and, where necessary, repair or replace, the essential services equipment on common property so as to ensure that such equipment complies with any applicable regulation, code or standard relating to the equipment. The equipment, for the purposes of this by-law, includes all emergency lighting, exit lights, hydrant landing valves, fire extinguishers, fire hose reels and fire doors.

(b) The right to inspect, test, and where necessary, repair or replace smoke detectors within a lot.

(c) The power and the authority to engage contractors and consultants for these purposes.

(d) The power and the authority to apply the funds of the Owners Corporation to these purposes.

2. The owner of a lot must reimburse the Owners Corporation all expenses incurred by the Owners Corporation in repairing or replacing the equipment within that owner's lot including expenses incurred to replace obsolete equipment or to repair, alter or replace the equipment in order to comply with any change in applicable regulations, codes and standards (hereinafter called "fire services expenses").

3. The owner of a lot must reimburse the Owners Corporation all expenses incurred by the Owners Corporation in removing, repairing, altering or replacing the equipment on common property which is installed, damaged, altered or otherwise tampered with by a lot owner or occupier without approval by the Owners Corporation (hereinafter called "fire services expenses arising from unauthorised work on common property") including but not limited to tampering with locks on doors to Lots and installing security screens on Lots.

4. The owner must reimburse the Owners Corporation fire services expenses and fire services expenses arising from unauthorised work on common property within one month of service upon him of a copy of the account for those expenses. If the owner has not reimbursed the Owners Corporation the amount due within one month, the amount due shall bear interest from the date of service of the copy of the account as though it were a contribution referred to in section 78 of the Strata Schemes Management Act 1996 ("a contribution").

5. An owner shall be liable for the amount of fire services expenses and fire services expenses arising from unauthorised work on common property unpaid by his predecessor in title (and unpaid interest) as though the amount unpaid were a contribution.

6. The Owners Corporation by its agents, servants and contractors may enter a lot for the purpose of carrying out the work required of it by this by-law with the consent of an occupier of the lot, or after having given not less than 72 hours notice in writing to an owner or occupier of a lot of its need to enter a lot for the purpose of carrying out the work required by this by-law.

Special by-law no. 6 – Works lot 23

On the following terms and conditions, the owner of Lot 23 in the Strata Plan (Owner) shall be entitled to exclusive use and enjoyment of the common property so as to erect a shade sail on the balcony and attached timber cladding to the balcony wall of lot 23 (works).

CONDITIONS

1. In exercising the special privilege conferred by this by-law, the Owner must:

(i) Undertake the Works according to the guidelines of Warringah Council if required and any further specifications of a structural engineer, subject to any variation of the works according to the conditions of this By-Law;

(ii) Ensure the Works shall be done by qualified and insured tradesmen in a proper and workmanlike manner in accordance with the Home Building Act 1989 and using proper and best quality materials.

2. The owner may not vary the Works except:

(i) In a manner approved in writing by the Owners Corporation;

(ii) With the consent of Warringah Council, a copy of whose consent must be furnished to the Owners Corporation before undertaking the Works the subject of the variation; and

(iii) After having furnished the Owners Corporation with the endorsement of the structural engineer as to the structural adequacy of the proposed variation.

3. The Owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair and Works and any common property adjacent to the Works and repair and/or replace the Works if reasonable required by the Owners Corporation and will pay all associated costs and expenses.

4. The owner must indemnify the Owners Corporation and each other owner of the lot in the Strata Plan against the following:-

(i) Any liability or expense which would not have been incurred if the Works had not been undertaken:

(ii) Any damage to the Works caused by the Owners Corporation in undertaking any work referred to in Section 62, 63 and 64 of the Strata Schemes Management Act 1996 or in exercising the power of entry conferred in Section 65 of that Act.

5. The Owner must pay all costs, including reasonable legal costs incurred by the Owners Corporation in the preparation, making and registration of this Change of By-Law.

Special by-law no. 7 – Works lot 33

That the Owners of Lot 33 shall from the 4 January 2012 be entitled to renovate the interior of the Lot by altering the room configuration as it applies to the internal kitchen, laundry and dining room walls. Demolition/renovation works are to be conducted in accordance with a report provided by H & H consulting engineers Pty Ltd, which together with the sketches provided therewith is attached and marked the letter "A".

In addition the Owners be permitted to install a Rondo Key Lock suspended ceiling system in the Lot by attaching the system to the concrete slab. This work is to be completed in accordance with the certificate signed by Keith Lawson attached hereto and marked with the letter "B".

All the works above will be carried out by a licenced tradesperson.

All the work referred to above will be carried out at the expense of the Owners of Lot 33.

Any damage caused to Common Property during the installation and/or renovation as described above will be rectified at the expense of the Owner of Lot 33.

The responsibility for the ongoing repairs and maintenance of the installation and renovations remains that of the current and subsequent owners of Lot 33.

The renovations and installations will be kept in good and respectable order and repair by the Owners of Lot 33 at all times.

H&H Consulting Engineers Pty Ltd trading as Henry & Hymas
ABN 77 001 243 333 ACD 001 243 333

Address
Level 5, 72 Victoria Avenue Chelwood New South Wales 2067

Telephone +61 2 9417 8400
Facsimile +61 2 9417 8537

Email enquiries@hcn.com.au
Web www.henryhymas.com.au



henry&hymas

04th January 2012
Our Ref: 11832-S01(D)/cp

Att: Jade Garner



RE: Proposed alterations to existing kitchen and dining walls at
Unit 33 / 52 The Crescent - DEE WHY

Further to your request, Sam Hawdon of our office inspected the premises above on 30th September 2011. The purpose of the inspection was to review the existing internal kitchen, laundry and dining walls to ascertain if they can be removed without compromising the structural integrity of the building.

From our inspection we found that the unit complex circa 1980's at the above address was constructed using load bearing brick walls with flat concrete slabs. From our site investigation it appeared as though the first floor slab was 150mm thick, while the second floor was 130mm thick. This Unit 33 is located on the second floor of this three level unit complex.

We can certify that the proposed walls as indicated on the attached sketch SK1 may be removed without affecting the structural integrity of this unit or of the overall buildings framing. The proposed internal walls to be removed between the kitchen, laundry and dining area are 110mm thick.

This sketch indicates removing a portion of the wall located between the kitchen, laundry and dining room. This allows for the brick wall to be removed up to the underside of the slab. This will require installing two new steel beams to support the concrete slab above. Temporary propping of the slab above will be required for this option (refer to SK2).

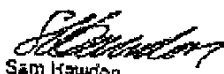
The 900mm section of wall located adjacent the shower between the bathroom and the dining room may be removed, and a new 110mm thick wall may be installed in the location shown on the attached sketches.

The walls to be removed and the beams to be installed are to follow the procedure attached in this report.

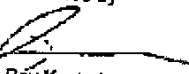
We recommend that during demolition works that if any concrete framing elements are unveiled that is built (hidden) into this wall or if any cracking or movement is evident during demolition, H & H Engineers are to be called out to site to re-assess the structural integrity of the walls and the buildings framing. In saying this there was no clear evidence of any concrete vertical elements.

We hope this satisfies your requirements, please do not hesitate to contact myself on 9417 8400 to discuss this matter or any future concerns.

Yours faithfully


Sam Hawdon
B. Eng

Reviewed by


Ray Kusturin
BE (Hons), MIE Aust

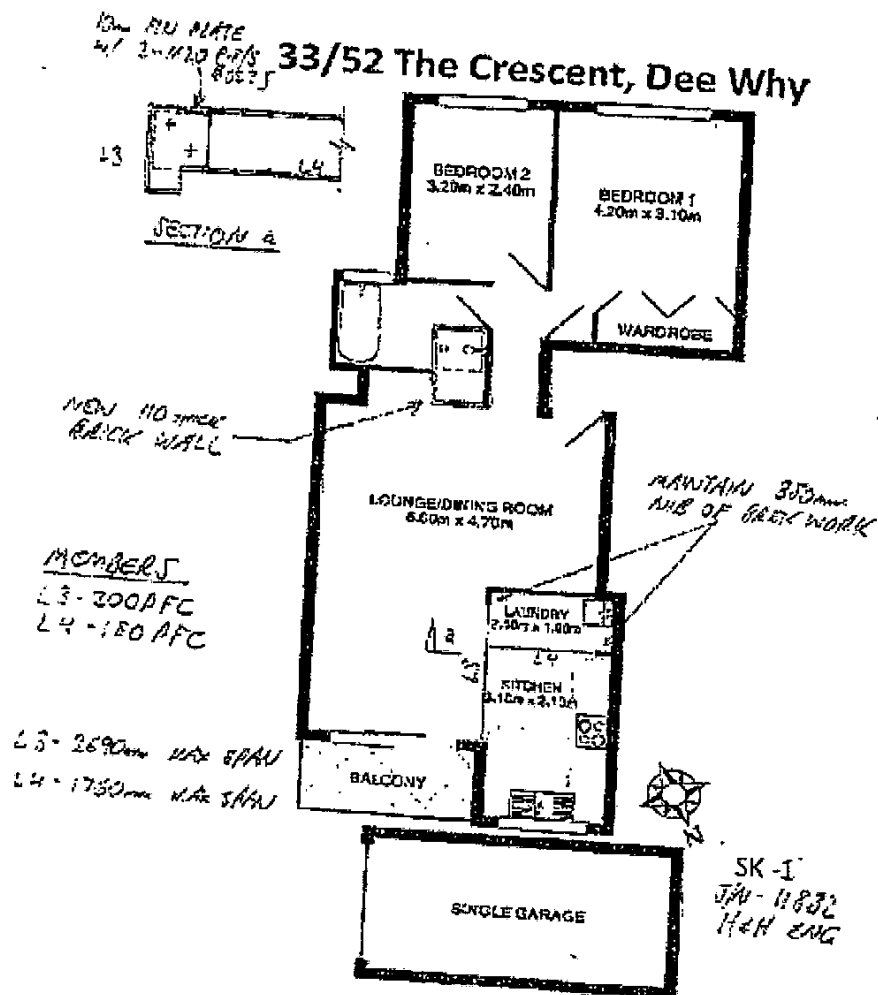
For, and on behalf of H & H Consulting Engineers Pty Ltd


sydney - brisbane

2



henry&hymas

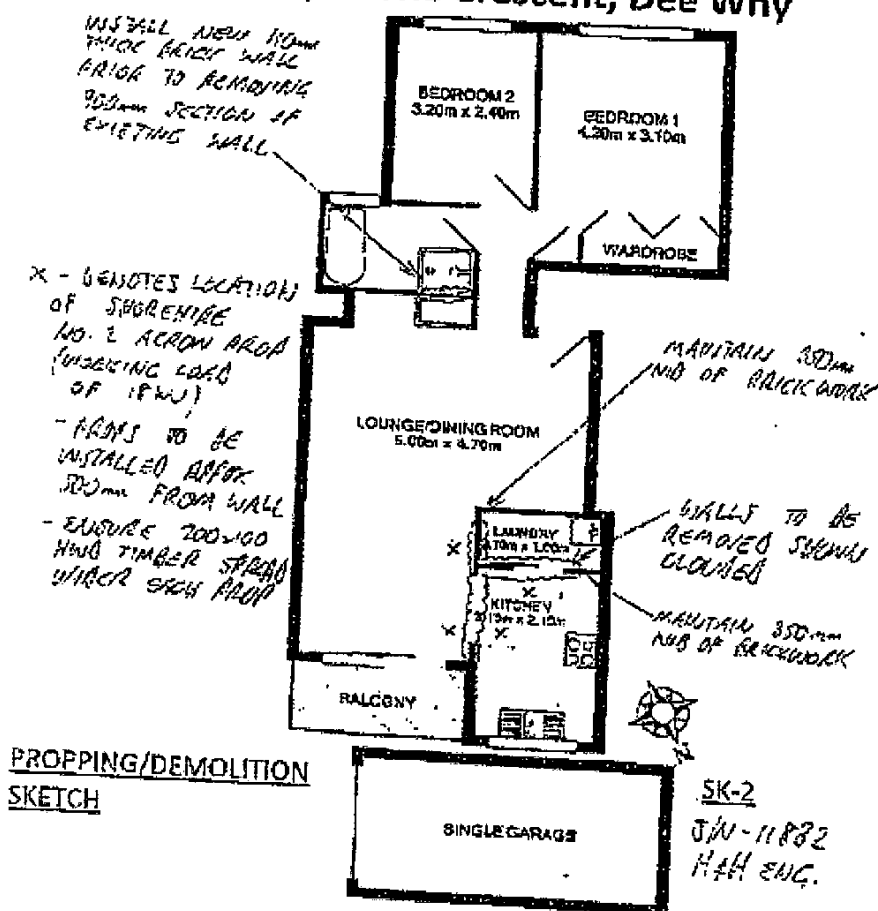


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henry&hymas

33/52 The Crescent, Dee Why

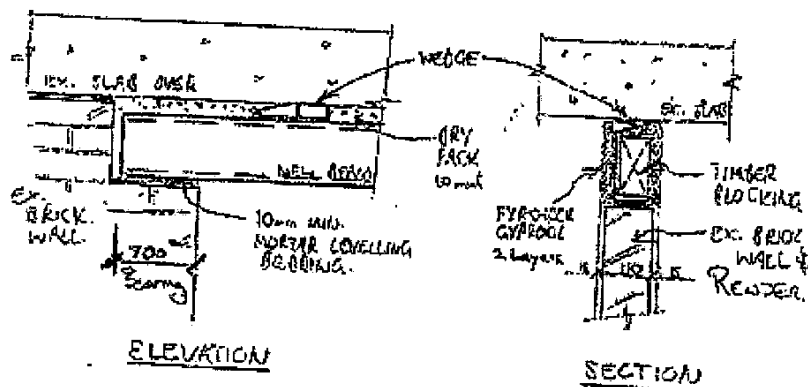




henry&hymas

Temporary Propping Procedure

- Install the props specified as shown and wind up the props, ensuring they are mechanically tightened to take the load off the brickwork
- Carefully remove the brickwork as shown on plan. Ensure when brickwork is removed it is distributed to external bins and is not piled onto the adjacent slab
- Install the new beams / lintels required onto grout beds at the existing walls with minimum bearing as noted. Allow grout to cure to attain specified strength
- Pre-load the beam or lintel with steel wedges at 600mm centers on both sides of the beam / lintel, until the load is transferred out of the temporary propping and into the beam / lintel
- Grout between the wedges. Once grout has cured and reached the specified strength, remove the wedges
- Make good as required. Box cut and provide two layers of fibrecheck plasterboard to the beam / lintel all round.



'B'

The ceiling to 32/52-56 The Crescent Dee Why 2088 was attached in the following manner:

A Rondo Key-Lock Suspended Ceiling System was fixed to the concrete slab.

10mm Gyprock was installed to the frame.

10mm Fire Proof Gyprock was installed around the beams in the kitchen as directed by the Engineer report.

The Rondo Key-Lock suspended ceiling system complies with the Australian Standards.

The method of attaching the Rondo Key-Lock system and Gyprock does not affect the structure or integrity of the building.

Signed: *Keith Lawson*

Name: Keith Lawson

Trade and Licence Number: 141202C

Wall and Ceiling Lining

11-2012 01-10 2102-21-10

11-2012 01-10 2102-21-10

11-2012 01-10 2102-21-10

Special by-law no. 8 – Works lot 2

On the conditions set out in this By-Law the Owner of Lot 2 shall have the special privilege to renovate the interior of the Lot by:

1. Removing the wall between the kitchen and dining area in accordance with the recommendations contained in the report prepared by Henry & Hymas dated 13 August 2015 attached hereto, and
2. Installing a suspended ceiling in accordance with the recommendations contained in the report prepared by Mole Plastering dated 27 August 2015 attached hereto.

hereafter referred to as the "Works".

Conditions:-

1. Before commencing the Works, the Owner must provide the Owners Corporation with:

- a. A copy, where applicable, of all requisite approvals of the local Council to the Works, including all conditions of approval, plans, drawings, specifications and notes;
- b. A copy, where applicable, of insurance relating to the Works under Section 92 of the Home Building Act 1989;
- c. Details of each contractors' All Risk Insurance Policy which includes public risk insurance of not less than \$10,000,000.

2. In exercising the special privilege conferred by this By-Law. The Owner must:

- a. Undertake the Works in a proper and skilful manner, using proper and best quality materials;
- b. Comply with all conditions of consent of the local Council; and
- c. Undertake the Works in accordance with the Building Code of Australia and all applicable Australian Standards.

3. The Owner must maintain the Works in a state of good and serviceable repair, and must renew or replace them when necessary or when reasonably required by the Owners Corporation

4. The Owner must give to the residents of other Lots in the strata scheme not less than 72 hours' notice of the commencement of the Works.

5. The Owner must ensure that the Works are undertaken in a way which minimises the disturbance of the other residents in the building by vibration, noise, dust or dirt.

6. The Owner must repair promptly any damaged caused or contributed by the Works, including damage to property of the Owners Corporation and the property of another owner or occupier of another Lot in the strata scheme.

7. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the Works, including liability under Section 65(6) of the Strata Schemes Management Act 1996 for damage to the building as a consequence of the Works.

The Owner must meet all reasonable expenses (including legal) of the Owners Corporation incurred in the perusing, making and registration of this By-Law

Special by-law no. 9 – Unit 42 renovations

PART 1

GRANT OF RIGHT

The Owner has the special privilege to carry out the Works and the right of exclusive use and enjoyment of those parts of the common property attached or occupied by the Works, subject to the terms and conditions contained in Part 3 of this By-law.

PART 2

DEFINITIONS AND INTERPRETATION

Definitions

1. In this By-law, the following terms are defined to mean:

a. "**Act**" means the Strata Schemes Management Act 2015 (NSW);

b. "**Authority**" means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.

c. "**Building**" means the building located at 52 The Crescent, Dee Why.

d. "**Insurance**" means:

i. contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;

ii. insurance required under the Home Building Act 1989 (if any);

iii. worker's compensation insurance.

e. "**Lot**" means Lot 42 in Strata Plan 8090

f. "**Owner**" means the owner(s) of the Lot.

g. "**Owners Corporation**" means the Owners – Strata Plan 8090, or its delegated representative including the Strata Manager or Executive Committee.

h. "**Works**" means the works to the Lot and common property to be carried out for an in connection with the Owner's installation, repair, maintenance and replacement (if necessary); of:

i. renovating a kitchen

ii. removal of the wall between the kitchen and the laundry and the removal of a brick arch;

iii. installing suspended ceiling and insulation;

iv. changing recessed light fittings;

v. removing existing flooring coverings and replace with floor boards rated to a maximum of 43 decibels; and

vi. installing a reverse cycle split system air conditioner;

together with the restoration of lot and common property (including the Lot) damaged by the Works and all of which are to be conducted strictly in accordance with the specifications attached to this By-law and marked "A" and the provisions of this By-law.

Interpretation

2. Where any terms used in this By-law are defined in the Act, they will have the same meaning as those words are attributed under the Act.

3. Words importing:

- a. the singular include the plural and vice versa; and
- b. a gender includes any gender.

4. A reference to a statute, regulation, proclamation, ordinance or By-law includes all statutes, regulations, proclamations, ordinances or By-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and By-laws issued under that statute.

PART 3 CONDITIONS

Prior to Conducting the Works

5. An Owner must:

- a. obtain all necessary approvals/consents/permits from the Authority and provide a copy to the Owners Corporation;
- b. provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- d. effect and maintain Insurance and provide a copy to the Owners Corporation; and
- e. pay the Owners Corporation's reasonable costs in registering the By-law.

Notice

- a. At least two (2) weeks prior to the commencement of the Works the Owner shall notify the Owners Corporation and each owner (by way of a letterbox drop) of the proposed commencement of the Works;
- b. At least two (2) weeks prior to the commencement of the Works the Owner shall make arrangements with the Owners Corporation regarding:
 - i. the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and
 - ii. the suitable times and method for the contractors to park their vehicles on the common property whilst the Works are being conducted.

Performance of the Works

6. In carrying out or maintaining the Works the Owner must:

- a. ensure that the works are completed in a competent and proper manner and in accordance with the Building Code of Australia and relevant Australian Standards;
- b. transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- c. protect all areas of the Building both internal and external to the lot in a manner reasonably acceptable to the Owners Corporation;

- d. keep all areas of the common property outside the lot clean and tidy;
- e. only perform the Works at times approved by the Owners Corporation;
- f. not create noise which causes discomfort, disturbance, obstruction or interference with the activities of any other occupier of the Building;
- g. immediately remove all debris or waste resulting from the Works from the Building and the common property;
- h. not vary or replace the Works, as agreed to by the Owners Corporation, without its prior written approval; and
- i. ensure that the Works do not interfere with or damage the common property, or any lot or property of any other lot owner or occupier (other than as approved in by the Owners Corporation) and if this happens the Owner must rectify that interference or damage within a reasonable period of time.

Maintenance of the Works

7. The Owner must properly maintain the keep the Works and the common property to which they are attached in a state of good and serviceable repair.

Liability and Indemnity

8. The Owner is liable for any damage caused to any part of the common property, and any lot (including their lot), or other property arising from the Works and will make good that damage immediately after it has occurred.

9. The Owner indemnifies the Owners Corporation against any legal liability, loss, damage, claim or proceedings that relates to the installation, performance, maintenance, replacement or removal of the The Works on or from the common property including but not limited to any liability under section 122(6) of the Act in respect of any property of the Owner.

Owner's Fixtures

10. The Works shall remain the Owner's fixture.

Cost and Risk of the Works

11. The Works (including their replacement or removal) are undertaken at the cost and risk of the Owner.

Right to Remedy Upon Default

12. If an Owner fails to comply with any obligation under this By-law, then the Owners Corporation may:

- a. carry out all work necessary to perform that obligation;
- b. in accordance with the provisions of the Act enter upon any part of the parcel to carry out that work;
- c. recover the costs of carrying out that work from the Owner.

13. The costs referred to in paragraph 12(c) of this By-law may include any costs incurred by the Owners Corporation in carrying out any building repair work, security call-out charges, after hours building management or agency fees, administrative and legal costs to issue correspondence or any notices pursuant to this By-law and any other reasonable cost expended by the Owners Corporation in rectifying any damage occasioned to the common property by the respective Owner or in enforcing the terms of this By-law against the Owner of the lot.

14. If the costs referred to in paragraph 12(c) of this By-law are not paid at the end of one month after becoming due and payable they shall bear, until paid simple interest at an annual rate of 10% and the Owners Corporation may recover as a debt any costs payable by the Owner pursuant to this By-law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

The seal of The Owners – Strata Plan No. 8090

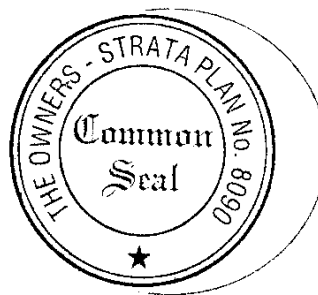
was affixed on 28 FEBRUARY 2019

in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal.

Signature: 

Name: Chris Miller

Authority: Licensee-in-charge
Mason & Brophy Strata Management P/L
the Strata Managing Agent



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. 8090

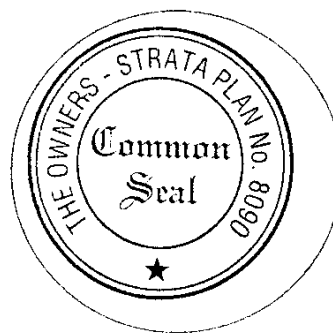
was affixed on 28 FEBRUARY 2019.

in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal.

Signature: 

Name: Chris Miller

Authority: Licensee-in-charge
Mason & Brophy Strata Management P/L
the Strata Managing Agent



Lodger Details

Lodger Code 502740G
Name GRACE LAWYERS PTY LIMITED
Address L5, 287 ELIZABETH ST
SYDNEY 2000
Lodger Box 1W
Email GUY.BARKER@GRACELAWYERS.COM.AU
Reference 212063 (SP 8090)

Land Registry Document Identification

AR532167

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/SP8090	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP8090
Other legal entity

Meeting Date

01/07/2021

Repealed by-law No.

Details NOT APPLICABLE

Amended by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY-LAWS 10 & 11

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. SP8090

Signer Name COLIN REGINALD GRACE

Signer Organisation GRACE LAWYERS PTY LIMITED

Signer Role PRACTITIONER CERTIFIER

Execution Date 19/10/2021

Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

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/SP 8090		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any C/- Gilbey Burgess Strata Management PO BOX 147 MANLY NSW 1655 Ph: 9907 0006 Reference: SP 8090	CODE CH

- (C) The Owners-Strata Plan No. 8090 certify that a special resolution was passed on 1/7/2021
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAWS 10 & 11
Amended by-law No. NOT APPLICABLE
as fully set out below:
Please see attached Annexure "A" hereto.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 8090 was affixed on 26/9/2021 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: Carolynne Pitt

Authority: Strata Managing Agent

Signature: _____

Name: _____

Authority: _____



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

BY-LAWS
STRATA PLAN 8090
52-56 THE CRESCENT, DEE WHY

ANNEXURE "A"

BY-LAW 1

NOISE

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

BY-LAW 2

VEHICLES

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

BY-LAW 3

OBSTRUCTION OF COMMON PROPERTY

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

BY-LAW 4

DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An owner or occupier of a lot must not:

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

BY-LAW 5

DAMAGE TO COMMON PROPERTY

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

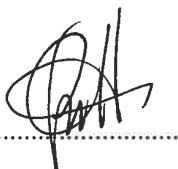
Note: This by-law is subject to sections 109 and 110 of the Strata Schemes Management Act 2015.

2. An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

3. This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (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.

The Common Seal of **The Owners - Strata Plan No. 8090** was hereunto affixed on 26th September, 2021 in the presence of GILBEY BURGESS STRATA MANAGEMENT PTY LIMITED being the person(s) authorised by section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.

.....




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

5. Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

BY-LAW 6

BEHAVIOUR OF OWNERS AND OCCUPIERS

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

BY-LAW 7

CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

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

BY-LAW 8

BEHAVIOUR OF INVITEES

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

BY-LAW 9

DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

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

BY-LAW 10

DRYING OF LAUNDRY ITEMS

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

BY-LAW 11

CLEANING WINDOWS AND DOORS

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

BY-LAW 12

STORAGE OF INFLAMMIBLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

1. An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

BY-LAW 13

MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

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

BY-LAW 14

FLOOR COVERINGS

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

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

BY-LAW 15

GARBAGE DISPOSAL

An owner or occupier of a lot:

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

BY-LAW 16

KEEPING OF ANIMALS

1. Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

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

BY-LAW 17

APPEARANCE OF LOT

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

2. This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

BY-LAW 18

NOTICE BOARD

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

BY-LAW 19

CHANGE IN USE OF LOT TO BE NOTIFIED

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

BY-LAW 20 – 27

NOT UTILISED

BY-LAW 28

RIDING OF SKATEBOARDS, BICYCLES AND ROLLER SKATES

The riding of skateboards, bicycles and roller skates or similar items is prohibited on all common property (the common property areas include the driveways and footpaths, parking areas, hallways, lawns, and all parts of the pool and its surround within all boundaries of the Strata Plan).

BY-LAW 29

PLAYING OF GAMES

The playing of cricket, football baseball and any other ball game is prohibited on the grass areas, (grass areas include all lawns, pool side, clothes line area, and grass surrounds at the rear of the building).

BY-LAW 30

USE OF POOL

Children under the age of 14 years must at all times be accompanied by an adult, when using the pool and its surround.

BY-LAW 31

USE OF POOL

No food or drink of any kind is to be taken in container or on plates or by hand into the surround by the pool, as perimetered by the pool-side fence.

BY-LAW 32

USE OF POOL

Running is not permitted within the pool area.

BY-LAW 33

USE OF POOL

All visitors using the pool must be accompanied by a resident from "Eldorado" or Delmar".

BY-LAW 34

USE OF POOL

The use of balls or throwing of anything within the pool area is strictly prohibited.

BY-LAWS 35-36
NOT UTILISED

BY-LAW 37

EXCLUSIVE USE – LOT 33

On the following conditions, the proprietor for the time being of lot 33 ("the proprietor") shall have:

(a) A right of exclusive use and enjoyment of that area of common property within the Ground Floor of Block "A" and bounded by the following:

1. The western boundary of lot 33;
2. The prolongation of the northern and southern boundaries of lot 33; and
3. The internal surface of the external wall of Block "A";

(b) A special privilege in respect of the common property within the Ground Floor of Block "A" to construct a garage door across the entry to lot 33 and the common property of which he has a right of exclusive use and enjoyment under this by-law.

(i) Subject to any amendment of the by-laws from time to time the Body Corporate shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property the subject of this by-law, apart from the common property of which the proprietor has a right of exclusive use and enjoyment, for the proper maintenance and keeping in a state of good and serviceable repair of which he shall be responsible.

(ii) The proprietor shall not install or maintain upon the garage door any locking device that cannot be operated by the key which operates the lock to the electricity room within the Ground Floor of Block "A".

(iii) The proprietor shall not store or leave within lot 33 or the common property of which he has a right of exclusive use and enjoyment anything which may prevent or restrict the opening of the door to the electricity room.

(iv) The proprietor shall maintain the garage door and all fittings and fixtures thereon in a state of good and serviceable repair, and shall renew or replace them whenever necessary.

(v) The Body Corporate may have access to the electricity room through the common property of which the proprietor has a right of exclusive use and enjoyment, at any reasonable time.

(vi) If the proprietor should default in the performance of any condition of this by-law and such default continues for a period of seven days after notice of it is given to the proprietor by the Body Corporate, then the rights and privileges conferred by this bylaw may be terminated by resolution of the Council of the Body Corporate.

SPECIAL BY-LAW NO. 1

SKYLIGHTS LOT 27

1. Notwithstanding anything to the contrary in By-Law 5, tile owner(s) for the time being of Lot 27 may install skylights in the roof of his/her lot, subject to the following conditions and stipulations:

- (a) before approval is given for installation of the skylights, the proprietor must provide the Owners Corporation with all drawings and specifications in relation to that installation. If necessary, all statutory approvals must be obtained by the proprietor prior to installation;
- (b) the proprietor for the time being shall be entitled to the exclusive use and enjoyment of that part of the common property fitted with a skylight from the roof to Unit 27 on the basis that such proprietor shall be wholly responsible for properly maintaining it and keeping it in a state of good and serviceable repair. The proprietor must make good any damage caused to common property due to the installation.

SPECIAL BY-LAW NO. 2

SATELLITE DISH

In addition to the powers, authorities, duties and functions conferred or imposed upon Owners Corporation by the Strata Schemes Management Act 1996, and the By-laws, the Owners Corporation shall have the power to allow the Owner of units on the top floor of block A, B and C in the Strata Scheme to enter into a contract with a company or companies for the supply and distribution of television, radio and associated services.

It shall further have the power to approve the installation of associated equipment such as a receiver dish, cabling, etc. on the common property within the Strata Scheme on receipt of an application in writing from those owners. No such equipment may be installed without prior approval of the Owners Corporation.

All associated costs of installation and maintenance of the equipment shall be the sole responsibility of the Owners of those Lots wishing to connect. The installation of the equipment shall be carried out in a manner such that no adverse visual impact would occur on the front/street elevation of the block. The lot owners must make good any damage caused to common property due to their installation. The equipment will be for the sole use of the top floor occupants of block A, B & C only.

SPECIAL BY-LAW NO. 3

AWNING LOT 15

That the Owner of Lot 15 shall from the 21 October 2008 be entitled to install an awning over the rear balcony of Lot 15 strictly provided that the awning is brand new, white and beige in colour, and made out of Canvas. The awning shall also be 4 metres long and 2.5 metres wide when fully extended and when retracted back in it will roll into a cylinder against the wall neatly, which cylinder is to be cream in colour. The installation of the awning is subject to the following conditions:

- That the work will be carried out by a licensed tradesperson.
- That all work will be carried out at the expense of the Owner of Lot 15.
- That any damage caused to common property during the installation of the awning, will be rectified at the expense of the Owner of Lot 15.
- That the responsibility for the ongoing repairs and maintenance of awning remains that of the current and subsequent Owners of Lot 15.
- That the awning will always be kept in good and respectable order and repair.

SPECIAL BY-LAW NO. 4

FIRE SAFETY

That the Owners Corporation shall have the following functions in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996 or other Act:

(a) The power and the authority to require an owner or occupier of a lot to reimburse the Owners Corporation for any fee charged to the Owners Corporation by a fire safety service provider or NSW Fire Brigades as a result of the activation of a fire alarm on the common property or in a lot where:

(i) the fire safety service provider or NSW Fire Brigades attends the property; and

(ii) the activation of the fire alarm arose as a result of lack of care on the part of the owner or occupier hereinafter called "a false activation of a fire alarm".

(b) For the purpose of this by-law, lack of care includes, without limitation, the failure of an owner or occupier to notify the fire safety service provider prior to the activation of the fire alarm that the owner or occupier is carrying out works to the property, or the failure to cover sensors when renovations are being carried out to prevent heat and dust from affecting the sensors, or the failure to prevent the alarm being activated by an event other than a fire, including steam or smoke caused by cooking or showering.

(c) The Owners Corporation may require the lot owner or occupier to pay the fire safety service provider or the NSW Fire Brigades all fees and charges claimed by the fire safety service provider and NSW Fire Brigades arising from a false activation of a fire alarm on the common property or in a lot.

(d) The power and the authority to require an owner or occupier of a lot to reimburse the Owners Corporation any late fee or subsequent attendance fee charged to the Owners Corporation by a fire safety service provider to attend the lot to carry out any service or inspection if the lot owner or occupier did not provide access to the fire safety service provider on an earlier date of which at least 14 days prior written notice was sent to the lot owner.

SPECIAL BY-LAW NO.5

ESSENTIAL SERVICES EQUIPMENT

1. The Owners Corporation shall have the following functions, in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996 or other Act:

(a) The duty to inspect, test, maintain and, where necessary, repair or replace, the essential services equipment on common property so as to ensure that such equipment complies with any applicable regulation, code or standard relating to the equipment.

The equipment, for the purposes of this by-law, includes all emergency lighting, exit lights, hydrant landing valves, fire extinguishers, fire hose reels and fire doors.

(b) The right to inspect, test, and where necessary, repair or replace smoke detectors within a lot.

(c) The power and the authority to engage contractors and consultants for these purposes.

(d) The power and the authority to apply the funds of the Owners Corporation to these purposes.

2. The owner of a lot must reimburse the Owners Corporation all expenses incurred by the Owners Corporation in repairing or replacing the equipment within that owner's lot including expenses incurred to replace obsolete equipment or to repair, alter or replace the equipment in order to comply with any change in applicable regulations, codes and standards (hereinafter called "fire services expenses").

3. The owner of a lot must reimburse the Owners Corporation all expenses incurred by the Owners Corporation in removing, repairing, altering or replacing the equipment on common property which is installed, damaged, altered or otherwise tampered with by a lot owner or occupier without approval by the Owners Corporation (hereinafter called "fire services expenses arising from unauthorised work on common property") including but not limited to tampering with locks on doors to Lots and installing security screens on Lots.

4. The owner must reimburse the Owners Corporation fire services expenses and fire services expenses arising from unauthorised work on common property within one month of service upon him of a copy of the account for those expenses. If the owner has not reimbursed the Owners Corporation the amount due within one month, the amount due shall bear interest from the date of service of the copy of the account as though it were a contribution referred to in section 78 of the Strata Schemes Management Act 1996 ("a contribution").

5. An owner shall be liable for the amount of fire services expenses and fire services expenses arising from unauthorised work on common property unpaid by his predecessor in title (and unpaid interest) as though the amount unpaid were a contribution.

6. The Owners Corporation by its agents, servants and contractors may enter a lot for the purpose of carrying out the work required of it by this by-law with the consent of an occupier of the lot, or after having given not less than 72 hours notice in writing to an owner or occupier of a lot of its need to enter a lot for the purpose of carrying out the work required by this by-law.

SPECIAL BY-LAW NO. 6

WORKS LOT 23

On the following terms and conditions, the owner of Lot 23 in the Strata Plan (Owner) shall be entitled to exclusive use and enjoyment of the common property so as to erect a shade sail on the balcony and attached timber cladding to the balcony wall of lot 23 (works).

CONDITIONS

1. In exercising the special privilege conferred by this by-law, the Owner must:

- (i) Undertake the Works according to the guidelines of Warringah Council if required and any further specifications of a structural engineer, subject to any variation of the works according to the conditions of this By-Law;
- (ii) Ensure the Works shall be done by qualified and insured tradesmen in a proper and workmanlike manner in accordance with the Home Building Act 1989 and using proper and best quality materials.

2. The owner may not vary the Works except:

- (i) In a manner approved in writing by the Owners Corporation;
- (ii) With the consent of Warringah Council, a copy of whose consent must be furnished to the Owners Corporation before undertaking the Works the subject of the variation;
and
- (iii) After having furnished the Owners Corporation with the endorsement of the structural engineer as to the structural adequacy of the proposed variation.

3. The Owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair and Works and any common property adjacent to the Works and repair and/or replace the Works if reasonable required by the Owners Corporation and will pay all associated costs and expenses.

4. The owner must indemnify the Owners Corporation and each other owner of the lot in the Strata Plan against the following:-

- (i) Any liability or expense which would not have been incurred if the Works had not been undertaken:
- (ii) Any damage to the Works caused by the Owners Corporation in undertaking any work referred to in Section 62, 63 and 64 of the Strata Schemes Management Act 1996 or in exercising the power of entry conferred in Section 65 of that Act.

5. The Owner must pay all costs, including reasonable legal costs incurred by the Owners Corporation in the preparation, making and registration of this Change of By-Law.

SPECIAL BY-LAW NO. 7

WORKS LOT 33

That the Owners of Lot 33 shall from the 4 January 2012 be entitled to renovate the interior of the Lot by altering the room configuration as it applies to the internal kitchen, laundry and dining room walls. Demolition/renovation works are to be conducted in accordance with a report provided by H & H consulting engineers Pty Ltd, which together with the sketches provided therewith is attached and marked the letter "A".

In addition the Owners be permitted to install a Rondo Key Lock suspended ceiling system in the Lot by attaching the system to the concrete slab. This work is to be completed in accordance with the certificate signed by Keith Lawson attached hereto and marked with the letter "B".

All the works above will be carried out by a licenced tradesperson.

All the work referred to above will be carried out at the expense of the Owners of Lot 33.

Any damage caused to Common Property during the installation and/or renovation as described above will be rectified at the expense of the Owner of Lot 33.

The responsibility for the ongoing repairs and maintenance of the installation end renovations remains that of the current and subsequent owners of Lot 33.

The renovations and installations will be kept in good and respectable order end repair by the Owners of Lot 33 at all times.

H & H Consulting Engineers Pty Ltd trading as Henry & Hymas
ABN 77 001 213 313 ACN 061 243 356

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Facsimile +61 2 8417 5337

Email info@hennyhymas.com.au
Web www.hennyhymas.com.au



henry&hymas

04th January 2012
Our Ref: 11832-SG1(U)/cp

Att: Jade Garner



RE: Proposed alterations to existing kitchen and dining walls at
Unit 33 / 52 The Crescent - DEE WHY

Further to your request, Sam Hawdon of our office inspected the premises above on 30th September 2011. The purpose of the inspection was to review the existing internal kitchen, laundry and dining walls to ascertain if they can be removed without compromising the structural integrity of the building.

From our inspection we found that the unit complex circa 1980's at the above address was constructed using load bearing brick walls with flat concrete slabs. From our site investigation it appeared as though the first floor slab was 150mm thick, while the second floor was 190mm thick. This Unit 33 is located on the second floor of this three level unit complex.

We can certify that the proposed walls as indicated on the attached sketch SK1 may be removed without affecting the structural integrity of this unit or of the overall buildings framing. The proposed internal walls to be removed between the kitchen, laundry and dining area are 110mm thick.

This sketch indicates removing a portion of the wall located between the kitchen, laundry and dining room. This allows for the brick wall to be removed up to the underside of the slab. This will require installing two new steel beams to support the concrete slab above. Temporary propping of the slab above will be required for this option (refer to SK2).

The 900mm section of wall located adjacent the shower between the bathroom and the dining room may be removed, and a new 110mm thick wall may be installed in the location shown on the attached sketches.

The walls to be removed and the beams to be installed are to follow the procedure attached in this report.

We recommend that during demolition works that if any concrete framing elements are unveiled that is built (hidden) into this wall or if any cracking or movement is evident during demolition, H & H Engineers are to be called out to site to re-assess the structural integrity of the walls and the buildings framing. In saying this there was no clear evidence of any concrete vertical elements.

We hope this satisfies your requirements, please do not hesitate to contact myself on 8417 5400 to discuss this matter or any future concerns.

Yours faithfully

Sam Hawdon
B. Eng

Reviewed by

Ray Kusturin
BE (Hons), MIE Aust

For, and on behalf of H & H Consulting Engineers Pty Ltd

sydney • brisbane

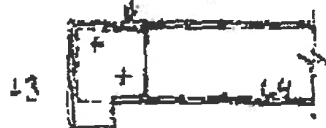
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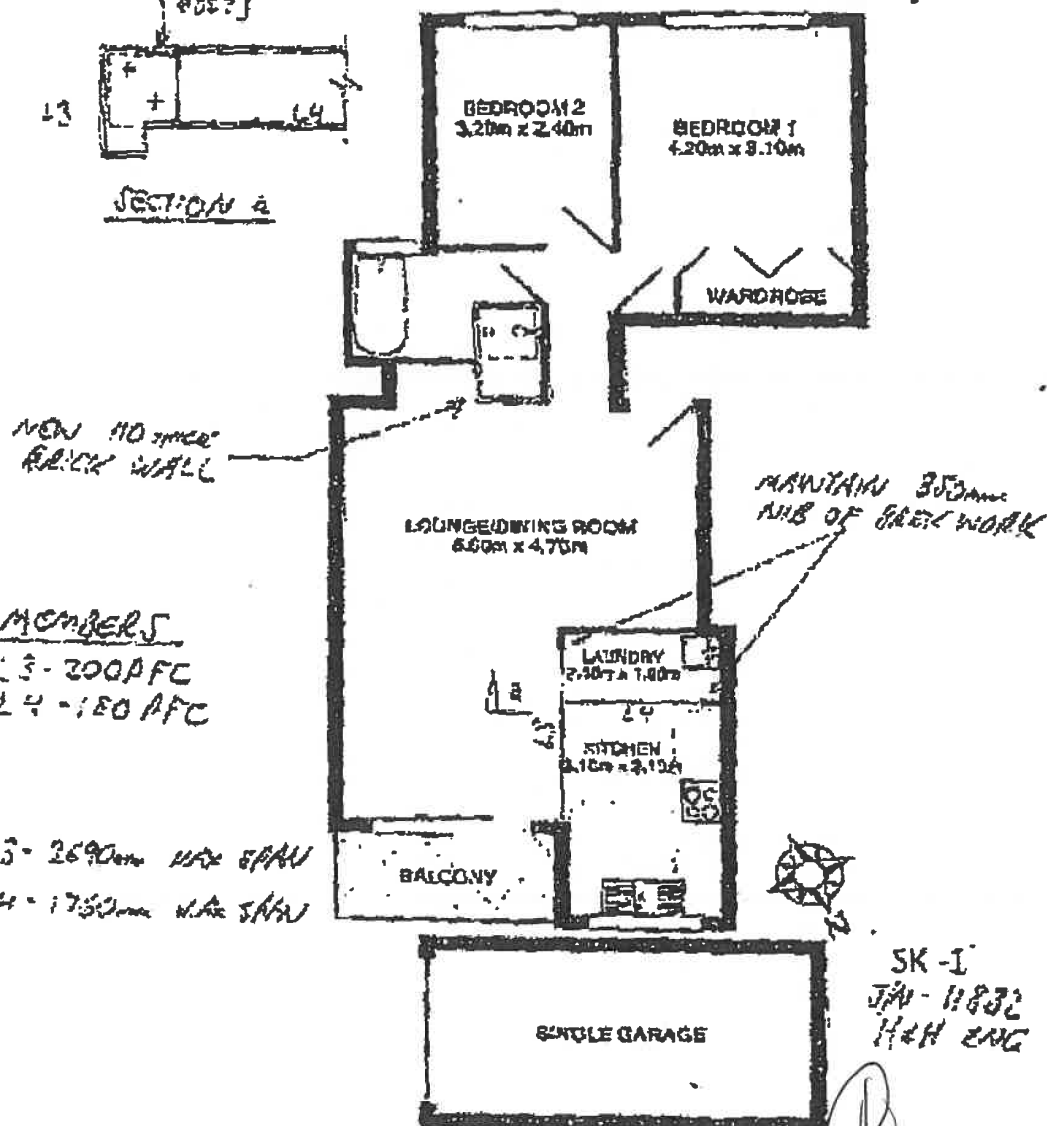
henry&hymas

10m RU PLATE
4/ 2-1110 6-7/5
80575

33/52 The Crescent, Dee Why



SECTION A



L3 - 2690mm MAX SPAN
L4 - 1750mm MAX SPAN

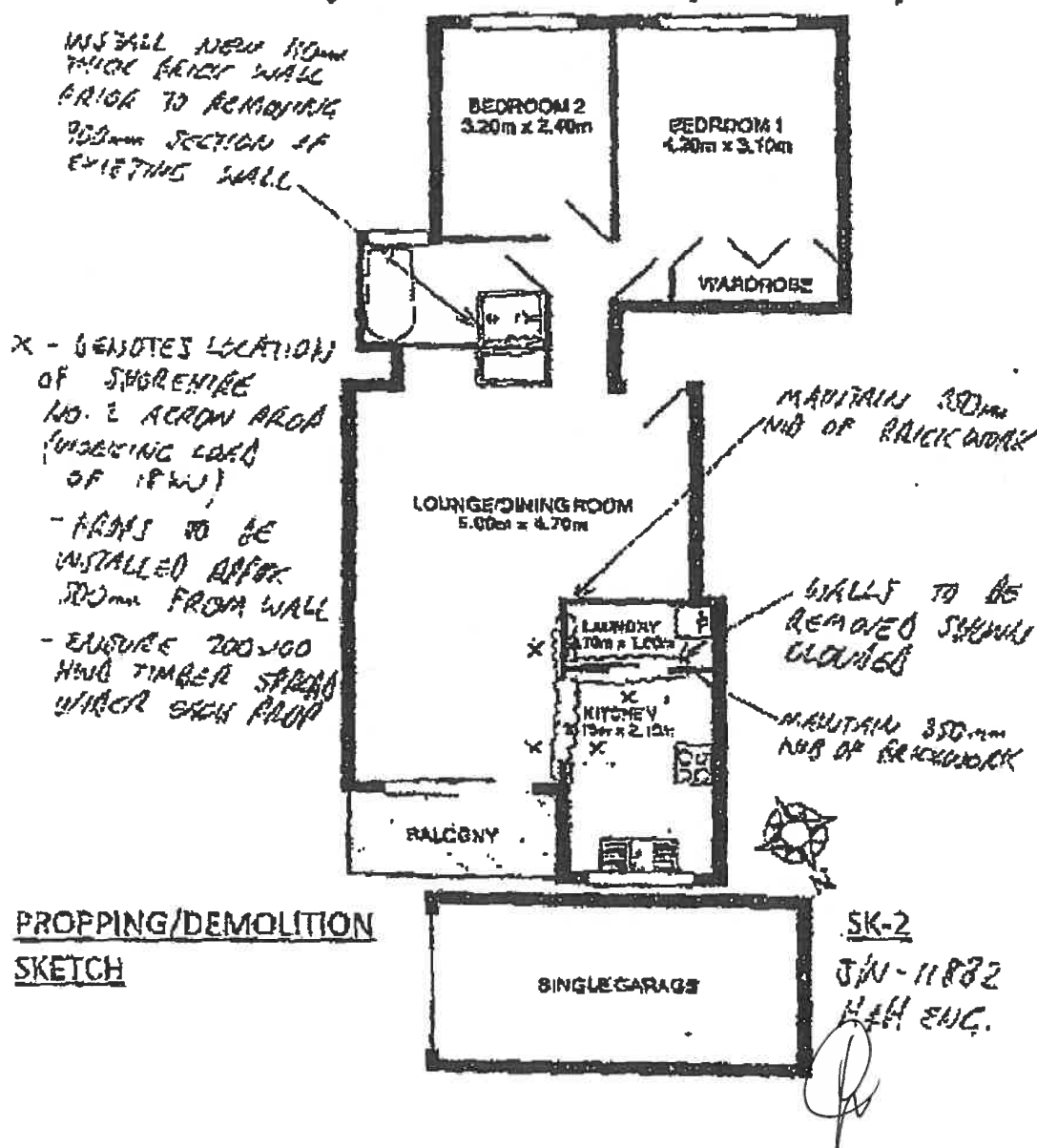
SK-I
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H&H ENG

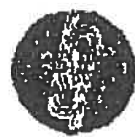
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henry&hymas

33/52 The Crescent, Dee Why

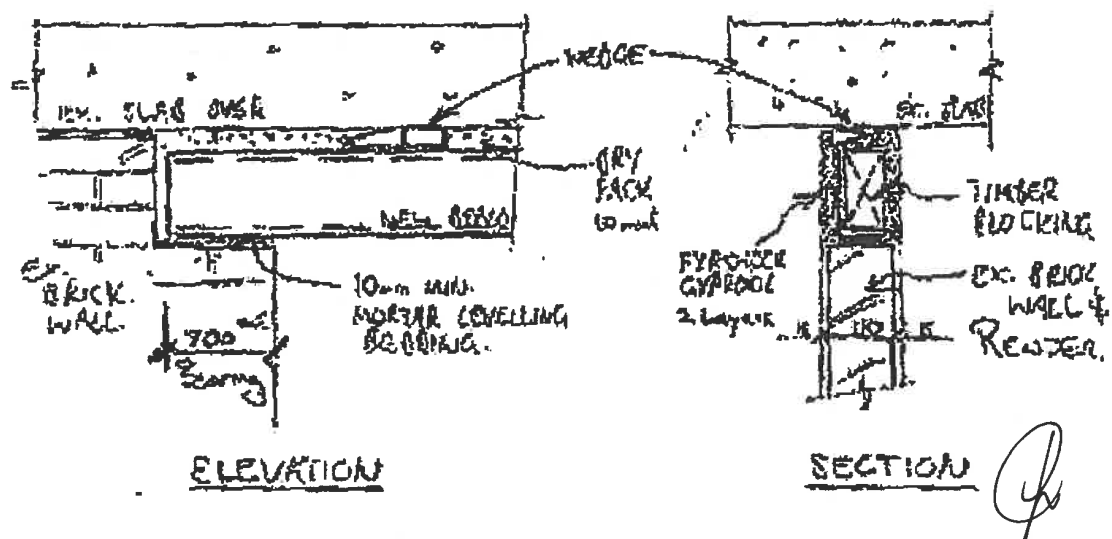




henry&hymas

Temporary Propping Procedure

- Install the props specified as shown and wind up the props, ensuring they are mechanically tightened to take the load off the brickwork
- Carefully remove the brickwork as shown on plan. Ensure when brickwork is removed it is distributed to external bins and is not piled onto the adjacent slab
- Install the new beams / lintels required onto grout beds at the existing walls with minimum bearing as noted. Allow grout to cure to attain specified strength
- Pre-load the beam or lintel with steel wedges at 500mm centers on both sides of the beam / lintel, with the load is transferred out of the temporary propping and into the beam / lintel
- Grout between the wedges. Once grout has cured and reached the specified strength, remove the wedges
- Make good as required, Box cut and provide two layers of flychuck plasterboard to the beam / lintel all round.



'B'

The ceiling to 93/52-56 The Crescent Dee Why 2038 was attached in the following manner:

A Rondo Key-Lock Suspended Ceiling System was fixed to the concrete slab.

10mm Gyprock was installed to the frame.

10mm Fire Proof Gyprock was installed around the beams in the Kitchen as directed by the Engineer report.

The Rondo Key-Lock suspended ceiling system complies with the Australian Standards.

The method of attaching the Rondo Key-Lock system and Gyprock does not affect the structure or integrity of the building.

Signed: *Keith Lawson*

Name: Keith Lawson

Trade and Licence Number: ~~XXXXXXXX~~

Wall and Ceiling lining



SPECIAL BY-LAW NO. 8

WORKS LOT 2

On the conditions set out in this By-Law the Owner of Lot 2 shall have the special privilege to renovate the interior of the Lot by:

1. Removing the wall between the kitchen and dining area in accordance with the recommendations contained in the report prepared by Henry & Hymas dated 13 August 2015 attached hereto, and
2. Installing a suspended ceiling in accordance with the recommendations contained in the report prepared by Mole Plastering dated 27 August 2015 attached hereto. hereafter referred to as the "Works".

Conditions:-

1. Before commencing the Works, the Owner must provide the Owners Corporation with:
 - a. A copy, where applicable, of all requisite approvals of the local Council to the Works, including all conditions of approval, plans, drawings, specifications and notes;
 - b. A copy, where applicable, of insurance relating to the Works under Section 92 of the Home Building Act 1989;
 - c. Details of each contractors' All Risk Insurance Policy which includes public risk insurance of not less than \$10,000,000.
2. In exercising the special privilege conferred by this By-Law. The Owner must:
 - a. Undertake the Works in a proper and skilful manner, using proper and best quality materials;
 - b. Comply with all conditions of consent of the local Council; and
 - c. Undertake the Works in accordance with the Building Code of Australia and all applicable Australian Standards.
3. The Owner must maintain the Works in a state of good and serviceable repair, and must renew or replace them when necessary or when reasonably required by the Owners Corporation
4. The Owner must give to the residents of other Lots in the strata scheme not less than 72 hours' notice of the commencement of the Works.
5. The Owner must ensure that the Works are undertaken in a way which minimises the disturbance of the other residents in the building by vibration, noise, dust or dirt.
6. The Owner must repair promptly any damaged caused or contributed by the Works, including damage to property of the Owners Corporation and the property of another owner or occupier of another Lot in the strata scheme.
7. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the Works, including liability under Section 65(6) of the Strata Schemes Management Act 1996 for damage to the building as a consequence of the Works.

The Owner must meet all reasonable expenses (including legal) of the Owners Corporation incurred in the perusing, making and registration of this By-Law

SPECIAL BY-LAW NO. 9 UNIT 42 RENOVATIONS

PART 1

GRANT OF RIGHT

The Owner has the special privilege to carry out the Works and the right of exclusive use and enjoyment of those parts of the common property attached or occupied by the Works, subject to the terms and conditions contained in Part 3 of this By-law.

PART 2

DEFINITIONS AND INTERPRETATION

Definitions

1. In this By-law, the following terms are defined to mean:

- a. **"Act"** means the Strata Schemes Management Act 2015 (NSW);
- b. **"Authority"** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- c. **"Building"** means the building located at 52 The Crescent, Dee Why.
- d. **"Insurance"** means:
 - i. contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - ii. insurance required under the Home Building Act 1989 (if any);
 - iii. worker's compensation insurance.
- e. **"Lot"** means Lot 42 in Strata Plan 8090
- f. **"Owner"** means the owner(s) of the Lot.
- g. **"Owners Corporation"** means the Owners - Strata Plan 8090, or its delegated representative including the Strata Manager or Executive Committee.
- h. **"Works"** means the works to the Lot and common property to be carried out for an in connection with the Owner's installation, repair, maintenance and replacement (if necessary); of:
 - i. renovating a kitchen
 - ii. removal of the wall between the kitchen and the laundry and the removal of a brick arch;
 - iii. installing suspended ceiling and insulation;
 - iv. changing recessed light fittings;
 - v. removing existing flooring coverings and replace with floor boards rated to a maximum of 43 decibels; and
 - vi. installing a reverse cycle split system air conditioner;

together with the restoration of lot and common property (including the Lot) damaged by the Works and all of which are to be conducted strictly in accordance with the specifications attached to this By-law and marked "A" and the provisions of this By- law.

Interpretation

2. Where any terms used in this By-law are defined in the Act, they will have the same meaning as those words are attributed under the Act.

3. Words importing:

- a. the singular include the plural and vice versa; and
- b. a gender includes any gender.

4. A reference to a statute, regulation, proclamation, ordinance or By-law includes all statutes, regulations, proclamations, ordinances or By-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and By-laws issued under that statute.

PART3

CONDITIONS

Prior to Conducting the Works

5. An Owner must:

- a. obtain all necessary approvals/consents/permits from the Authority and provide a copy to the Owners Corporation;
- b. provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- d. effect and maintain Insurance and provide a copy to the Owners Corporation; and
- e. pay the Owners Corporation's reasonable costs in registering the By-law.

Notice

- a. At least two (2) weeks prior to the commencement of the Works the Owner shall notify the Owners Corporation and each owner (by way of a letterbox drop) of the proposed commencement of the Works;
- b. At least two (2) weeks prior to the commencement of the Works the Owner shall make arrangements with the Owners Corporation regarding:
 - i. the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and
 - ii. the suitable times and method for the contractors to park their vehicles on the common property whilst the Works are being conducted.

Performance of the Works

6. In carrying out or maintaining the Works the Owner must:

- a. ensure that the works are completed in a competent and proper manner and in accordance with the Building Code of Australia and relevant Australian Standards;
- b. transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- c. protect all areas of the Building both internal and external to the lot in a manner reasonably acceptable to the Owners Corporation;

- d. keep all areas of the common property outside the lot clean and tidy;
- e. only perform the Works at times approved by the Owners Corporation;
- f. not create noise which causes discomfort, disturbance, obstruction or interference with the activities of any other occupier of the Building;
- g. immediately remove all debris or waste resulting from the Works from the Building and the common property;
- h. not vary or replace the Works, as agreed to by the Owners Corporation, without its prior written approval; and
- i. ensure that the Works do not interfere with or damage the common property, or any lot or property of any other lot owner or occupier (other than as approved in by the Owners Corporation) and if this happens the Owner must rectify that interference or damage within a reasonable period of time.

Maintenance of the Works

- 7. The Owner must properly maintain the keep the Works and the common property to which they are attached in a state of good and serviceable repair. Liability and Indemnity
- 8. The Owner is liable for any damage caused to any part of the common property, and any lot (including their lot), or other property arising from the Works and will make good that damage immediately after it has occurred.
- 9. The Owner indemnifies the Owners Corporation against any legal liability, loss, damage, claim or proceedings that relates to the installation, performance, maintenance, replacement or removal of the The Works on or from the common property including but not limited to any liability under section 122(6) of the Act in respect of any property of the Owner.

Owner's Fixtures

- 10. The Works shall remain the Owner's fixture.

Cost and Risk of the Works

- 11. The Works (including their replacement or removal) are undertaken at the cost and risk of the Owner.

Right to Remedy Upon Default

- 12. If an Owner fails to comply with any obligation under this By-law, then the Owners Corporation may:
 - a. carry out all work necessary to perform that obligation;
 - b. in accordance with the provisions of the Act enter upon any part of the parcel to carry out that work;
 - c. recover the costs of carrying out that work from the Owner.
- 13. The costs referred to in paragraph 12(c) of this By-law may include any costs incurred by the Owners Corporation in carrying out any building repair work, security call-out charges, after hours building management or agency fees, administrative and legal costs to issue correspondence or any notices pursuant to this By-law and any other reasonable cost expended by the Owners Corporation in rectifying any damage occasioned to the common property by the respective Owner or in enforcing the terms of this By-law against the Owner of the lot.

14. If the costs referred to in paragraph 12(c) of this By-law are not paid at the end of one month after becoming due and payable they shall bear, until paid simple interest at an annual rate of 10% and the Owners Corporation may recover as a debt any costs payable by the Owner pursuant to this By-law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

SPECIAL BY-LAW NO. 10

NO SMOKING

- (1) The owner or occupier of the lot must not smoke nor allow smoking within a lot or within the common property.
- (2) Without limiting paragraph (1), the owner or occupier of a lot must not allow any invitee to his lot to smoke within the lot or upon the common property.

SPECIAL BY-LAW NO. 11

UNIT 46 RENOVATIONS

The Owners Corporation specially resolves pursuant to Strata Schemes Management Act 2015 (NSW) s 141, this Special By-Law be made and lodged for registration with the Registrar-General under common seal of the Owners Corporation.

1. Owner: Lot 46
2. Works:
 - (a) The removal of existing tiles and waterproofing membrane from floor and walls;
 - (b) Application of new waterproofing membrane with a certificate supplied in the name of the Strata Plan;
 - (c) Installation of new tiles on the floor and on full height of walls;
 - (d) Replacement of bathtub, shower, vanity and toilet without any change to existing plumbing configuration;
 - (e) Installation of new suspended gyprock ceiling
 - (f) Installation of new lights with all electrical cabling to be connected to existing wiring;
 - (g) Lowering smoke alarm to align with new suspended ceiling.
 - (h) Installation of an air-conditioning unit on the internal wall of the living room, with the air-conditioning outlet located externally on the west side of the balcony.
3. Special Privilege: The Owner will have a special privilege to attach and affix the Works to and on the Common Property and keep them so attached and affixed.
4. Exclusive Use: The Owner will have the exclusive use of those parts of the Common Property to which the Works are directly attached or affixed, or occupied by the Works.
5. Costs: The Works shall be undertaken at the cost of the Owner and the Owner shall pay costs, including legal costs (if any), incurred by the Owners Corporation in processing and registering this Special By-Law on the title to the Common Property.
6. Performance Standards of Works: In performing the Works, the Owner (including any Contractors engaged by the Owner) must:
 - (a) Ensure that the Works are carried out in a proper and workmanlike manner by appropriately insured and licensed contractors and tradespersons and in accordance with the relevant Australian Standards and the Building Code of Australia;
 - (b) Undertake the Works in a way which minimises disturbance as far as is reasonably practicable;

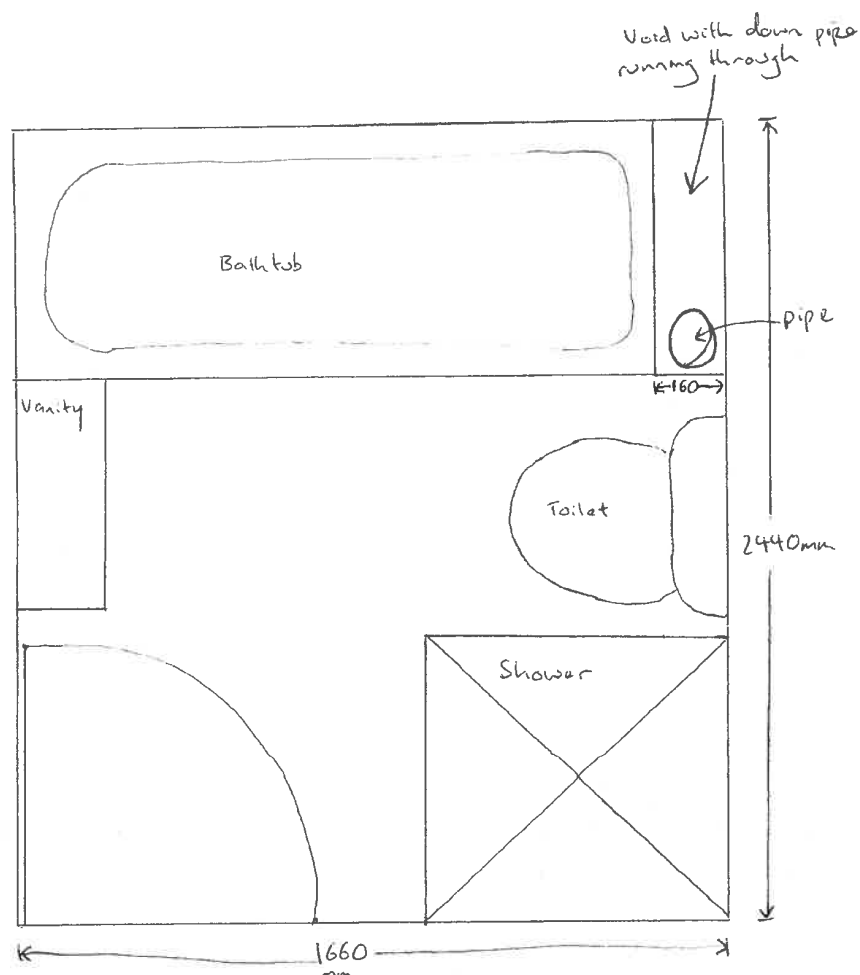
- (c) Transport all construction materials, equipment, debris and other material associated with the Works over Common Property in a manner that is reasonably acceptable by the Owners Corporation;
 - (d) Keep all areas of the Common Property clean and tidy during the performance of the Works and ensure that the Works are performed wholly within the Lot; and
 - (e) Remove and remediate any debris and spoil from the Common Property as soon as practicable.
7. Repair and Maintenance: The Owner must maintain the alterations and additions carried out in the course of the Works and the Common Property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary without cost to the Owners Corporation.
8. Indemnity: The Owner of the Lot will indemnify the Owners Corporation against any legal liability, loss, claim or proceeding with respect to any injury, loss or damage whatsoever to the Common Property or other property or person in connection with the Works.

Bathroom works:

- Removal of existing tiles from floor and walls
- Bathtub, shower, vanity and toilet will be replaced with no change to plumbing in the floor
- New tiles will be installed on the floor and on the wall up to the ceiling
- Once the bathroom has been gutted, new waterproofing will be applied and a certificate will be supplied in the name of the strata plan
- A new suspended gyprock ceiling will be installed with new lights whilst the smoke alarm will be brought down to sit on the new suspended ceiling
- All electrical cables will be connected to existing wiring

Living Area

- A new aircon unit will be installed in the living area with the outside unit to sit on the west side of the balcony



* Not to scale
All measurements are in millimetres (mm)

The Common Seal of **The Owners - Strata Plan No. 8090** was hereunto affixed on 26th September, 2021 in the presence of GILBEY BURGESS STRATA MANAGEMENT PTY LIMITED being the person(s) authorised by section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.

A handwritten signature in black ink, consisting of a stylized 'G' and 'B' followed by a flourish.



Form: 15CH
Release: 2-0

**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/SP 8090				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box</td><td>Name, Address or DX, Telephone, and Customer Account Number if any C/- Gilbey Burgess Strata Management PO BOX 147 MANLY NSW 1655 Ph: 9907 0006 Reference: SP 8090</td></tr></table>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any C/- Gilbey Burgess Strata Management PO BOX 147 MANLY NSW 1655 Ph: 9907 0006 Reference: SP 8090	<table border="1"><tr><td>CODE CH</td></tr></table>	CODE CH
Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any C/- Gilbey Burgess Strata Management PO BOX 147 MANLY NSW 1655 Ph: 9907 0006 Reference: SP 8090				
CODE CH					

- (C) The Owners-Strata Plan No. 8090 certify that a special resolution was passed on 1/7/2021
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAWS 10 & 11
Amended by-law No. NOT APPLICABLE
as fully set out below:
Please see attached Annexure "A" hereto.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 8090 was affixed on 26/9/2021 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: Carolynne Pitt

Authority: Strata Managing Agent

Signature: _____

Name: _____

Authority: _____





New South Wales

Strata Schemes Management Regulation 2016

under the

Strata Schemes Management Act 2015

His Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Strata Schemes Management Act 2015*.

VICTOR DOMINELLO, MP
Minister for Innovation and Better Regulation

Explanatory note

The object of this Regulation is to provide for the following matters relating to strata schemes:

- (a) the functions of owners corporations which may be delegated only to a member of the strata committee or strata managing agent,
- (b) additional matters required to be included in the agenda for the first annual general meeting of an owners corporation as well as additional documents required to be provided before that meeting by the original owner or lessor of land included in the strata scheme,
- (c) procedures for the election of tenant representatives for strata committees, including tenant meeting procedures,
- (d) procedures for elections for strata committees,
- (e) voting procedures for owners corporations and strata committees, including secret ballots, electronic and remote voting and pre-meeting voting,
- (f) matters to be included in payment plans for overdue contributions, statements of key financial information for owners corporation funds and receipts issued by treasurers of owners corporations,
- (g) other financial matters, including requirements for accounting records,
- (h) the common property memorandum that may be adopted for a strata scheme relating to maintenance responsibilities of the owners corporation and lot owners,
- (i) prescribing certain work as minor renovations that may be approved by a general resolution of an owners corporation,
- (j) matters to be included in the initial maintenance schedule for the common property of a strata scheme,
- (k) requirements for window safety devices,
- (l) procedures for the disposal by an owners corporation of goods abandoned on common property and for the removal of motor vehicles from common property,
- (m) by-laws for strata schemes in existence before 1996 and model by-laws for use for other residential strata schemes,

- (n) the operation of and limitations on by-laws that impose occupancy limits,
- (o) insurance requirements for an owners corporation, including approved insurers, determination of the minimum amount for which a building is to be insured (through a valuation of the building) and the limits on an insurer's liability under a damage policy,
- (p) requiring records of electronic voting for owners corporation resolutions to be retained and requiring voting records generally to be retained for only 13 months (unless they relate to strata renewal questions),
- (q) the form of the strata information certificate,
- (r) persons who may be appointed as building inspectors for the purposes of reporting on building defects in new strata schemes,
- (s) the content of, and notices relating to, interim and final reports by building inspectors,
- (t) building bonds for building work in new strata schemes, including the basis for determining the amount of a bond (that is, the calculation of the relevant contract price for building work), enabling insurance bonds to be used as building bonds, documents to be lodged with a building bond and procedures for payment of a building bond,
- (u) the decisions relating to building bonds and reports on defective building work that may be reviewed by the Secretary of the Department of Finance, Services and Innovation (the *Secretary*) and the procedures for making an application for a review,
- (v) additional persons who are prohibited connected persons for the purposes of restrictions on the appointment of strata managing agents and other purposes,
- (w) procedures relating to mediations arranged by the Secretary to resolve disputes and complaints before a matter is heard by the Civil and Administrative Tribunal,
- (x) offences for which penalty notices may be issued,
- (y) fees,
- (z) other miscellaneous matters, including transitional provisions consequent on the enactment of the *Strata Schemes Management Act 2015*.

This Regulation is made under the *Strata Schemes Management Act 2015*, including sections 4 (1), 7 (1) (f), 13 (1) (h), 15 (p), 16 (1) (f), 33, 57 (3) (d), 85 (6), 86 (5) (c), 94, 95 (4), 96 (4), 97 (2), 102 (1), 103, 107 (1), 110, 115, 118, 125, 134 (3), 137, 138, 161, 164 (2), 180, 182 (3) (k), 184 (6), 189, 193 (2), 195 (2), 199 (2), 201 (2), 202 (3), 208, 209 (2), 210, 213, 214, 218 (2), 250 and 271 (the general regulation-making power), clauses 24 (2) (b), 26, 28 (2) and 29 (2) of Schedule 1, clause 10 (2) of Schedule 2 and clause 1 of Schedule 3.

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Strata Schemes Management Regulation 2016

under the

Strata Schemes Management Act 2015

Part 1 Preliminary

1 Name of Regulation

This Regulation is the *Strata Schemes Management Regulation 2016*.

2 Commencement

- (1) Except as provided by subclause (2), this Regulation commences on 30 November 2016 and is required to be published on the NSW legislation website.
- (2) Part 8 commences on 1 July 2017.

3 Definitions

- (1) In this Regulation:

close of the ballot—see clause 15 (8).

pre-meeting electronic voting—see clause 14 (1).

the Act means the *Strata Schemes Management Act 2015*.

Note. The *Interpretation Act 1987* contains definitions and other provisions that affect the interpretation and application of this Act.

- (2) Notes included in this Regulation (other than in a form set out in Schedule 1) do not form part of this Regulation.

Part 2 Owners corporations and strata committees

4 Functions that may only be delegated to strata committee member or strata managing agent

For the purposes of section 13 (1) (h) of the Act, the following functions of an owners corporation are prescribed as functions that may be delegated to or conferred only on a member of the strata committee or a strata managing agent:

- (a) arranging for inspections for the purposes of fire safety in accordance with section 123 of the Act,
- (b) ensuring that the owners corporation complies with any relevant requirements under the *Work Health and Safety Act 2011*,
- (c) entering into contracts relating to the maintenance of common property or the provision of services to the common property (other than contracts relating to a parcel),
- (d) arranging for inspections of records and other documents under section 183 of the Act,
- (e) giving certificates under section 184 of the Act.

5 Agenda for first AGM

- (1) For the purposes of section 15 (p) of the Act, the agenda for the first annual general meeting of an owners corporation is to include the following item, if a tenant representative has been nominated for the strata committee in accordance with section 33 of the Act:

to receive the nomination of a tenant representative for the strata committee

- (2) The agenda for the first annual general meeting of an owners corporation is also to include the following item, if the initial period of the strata scheme ends not later than 12 months after completion of building work for which a building inspector is required to be appointed under Part 11 of the Act:

to appoint a building inspector for the purposes of Part 11 of the Act

6 Documents and records to be provided to owners corporation before first AGM

For the purposes of section 16 (1) (f) of the Act, the following documents obtained or received by the original owner or lessor and relating to the parcel concerned, or any building, plant or equipment on the parcel, are prescribed:

- (a) if a building is required to be insured under Division 1 of Part 9 of the Act, any valuation of the building,
- (b) maintenance and service manuals,
- (c) all service agreements relating to the supply of gas, electricity or other utilities to the parcel,
- (d) copies of building contracts for the parcel, including any variations to those contracts,
- (e) the most recent BASIX certificate (issued under the *Environmental Planning and Assessment Act 1979*) for each building on the parcel.

7 Tenant representatives: section 33 of Act

- (1) A person who is entitled to convene an annual general meeting of an owners corporation that has tenants for at least half of the number of lots in the scheme must convene a meeting of eligible tenants for the purpose of the nomination of a person for the position of tenant representative on the strata committee.

- (2) The person must give notice of the meeting to each eligible tenant at least 14 days before the annual general meeting and the tenants meeting may be held at any time before the annual general meeting, but not earlier than 7 days after notice of the meeting is given.
- (3) Notice may be given in one of the following ways:
 - (a) by causing a copy of the notice to be prominently displayed on any notice board required to be maintained by or under the by-laws on some part of the common property,
 - (b) by written notice given to each eligible tenant.
- (4) The convenor of the meeting, or a tenant nominated by the eligible tenants present at the meeting, is to chair the tenants meeting.
- (5) An eligible tenant may nominate for, or nominate another eligible tenant for, nomination as the tenant representative at the meeting.
- (6) The tenant representative to be nominated by the eligible tenants for a strata scheme is to be determined by majority vote of tenants present at the meeting.
- (7) The quorum for the meeting is one person.
- (8) The term of a tenant representative commences at the end of the annual general meeting at which the nomination is received.
- (9) A person is an *eligible tenant* for the purposes of this Part if the tenant is a tenant notified in a tenancy notice given in accordance with the Act.

8 Vacation of office by tenant representative

- (1) A tenant representative ceases to be a tenant representative:
 - (a) if the person ceases to be an eligible tenant, or
 - (b) on receipt by the secretary of the owners corporation from the person of written notice of the person's resignation as the tenant representative, or
 - (c) at the end of the next meeting at which a new strata committee is elected by the owners corporation, or
 - (d) if the person dies.
- (2) If a tenant representative ceases to be a tenant representative before the next meeting at which a new strata committee is elected, the secretary of the owners corporation is to convene a meeting of eligible tenants for the purpose of the nomination of a person for the position of tenant representative on the strata committee.
- (3) The secretary must give at least 7 days notice of the meeting to each eligible tenant.
- (4) The secretary, a member of the strata committee or a tenant nominated by the eligible tenants at the meeting is to chair the tenants meeting.
- (5) Clause 7 (3), (5) and (6) apply to the nomination of a replacement tenant representative.
- (6) The term of a replacement tenant representative is for the remainder of the term of the representative that the person replaces.

9 Election of strata committee

- (1) At a meeting of an owners corporation at which the strata committee is to be elected, the chairperson must:
 - (a) announce the names of the candidates already nominated in writing for election to the strata committee, and

- (b) call for any oral nominations of candidates eligible for election to the strata committee.
- (2) A written or oral nomination made for the purposes of the election is ineffective if it is made by a person other than the nominee unless it is supported by the consent of the nominee given:
 - (a) in writing, if the nominee is not present at the meeting, or
 - (b) orally, if the nominee is present at the meeting.
- (3) After the chairperson declares that nominations have closed, the owners corporation is to decide, in accordance with the Act, the number of members of the strata committee.
- (4) If the number of candidates:
 - (a) is the same as, or fewer than, the number of members of the strata committee decided on—those candidates are to be declared by the chairperson to be, and are taken to have been, elected as the strata committee, or
 - (b) is greater than the number so decided on—a ballot is to be held.

10 Ballot for strata committee

- (1) This clause applies to the election of a strata committee for a strata scheme comprising more than 2 lots.
- (2) If a ballot for membership of the strata committee of an owners corporation is required, the person presiding at the meeting of the owners corporation must:
 - (a) announce to the meeting the name of each candidate, and
 - (b) provide each person present and entitled to vote at the meeting with a blank ballot paper for each vote the person is entitled to cast.
- (3) For a vote to be valid, a ballot paper must be signed by the voter and completed by the voter's writing on it:
 - (a) the names of the candidates (without repeating a name) for whom the voter desires to vote, the number of names written being no more than the number determined by the owners corporation as the number of members of the strata committee, and
 - (b) the capacity in which the voter is exercising a right to vote, whether:
 - (i) as owner, first mortgagee or covenant chargee of a lot (identifying the lot), or
 - (ii) as a company nominee, or
 - (iii) by proxy, and
 - (c) if the vote is being cast by proxy—the name and capacity of the person who gave the proxy.
- (4) The completed ballot paper must be returned to the chairperson.
- (5) Until all places for membership of the strata committee have been filled, the chairperson is to declare elected successively each candidate who has a greater number of votes than all other candidates who have not been elected.
- (6) If only one place remains to be filled but there are 2 or more eligible candidates with an equal number of votes, the candidate to fill the place is to be decided by a show of hands of those present and entitled to vote.
- (7) Subclause (6) is subject to a resolution referred to in clause 14 (1) (a).

11 Nominations for officers of strata committee

- (1) The written notice of the first meeting of a strata committee after the appointment of the committee is to include a call for nominations for chairperson, secretary and treasurer of the committee.
- (2) Any person who is a member of the strata committee may nominate another member for election as any or all of chairperson, secretary or treasurer of the committee.
- (3) The nomination is to be made by written notice given to the person convening the meeting that states the name of:
 - (a) the person nominated, and
 - (b) the person making the nomination and that the person nominated consents to the nomination.
- (4) The person convening the meeting must include any prior nominations in the notice of the meeting at which the election is to take place. Notice of any subsequent nomination is to be given by the convenor at the meeting.
- (5) A nomination may be made at any time before the election is held and may be made at the meeting.
- (6) If a ballot for the election of a person as chairperson, secretary or treasurer of the committee is required, the election is to be conducted by a show of hands of persons at the meeting.
- (7) Subclause (6) is subject to a resolution referred to in clause 14 (1) (a).

12 Priority votes—owners corporation

For the purposes of clause 24 (2) (b) of Schedule 1 to the Act, a priority vote may be cast on a motion if the motion would require expenditure that exceeds an amount calculated by multiplying \$1,000 by the number of lots in the strata scheme.

13 Proxy votes—owners corporation

For the purposes of clause 26 (1) of Schedule 1 to the Act, an instrument appointing a proxy is to be in or to the effect of Form 1 in Schedule 1.

14 Other means of voting—owners corporation and strata committee

- (1) An owners corporation or strata committee may, by resolution, adopt any of the following means of voting on a matter to be determined by the corporation or committee:
 - (a) voting by means of teleconference, video-conferencing, email or other electronic means while participating in a meeting from a remote location,
 - (b) voting by means of email or other electronic means before the meeting at which the matter (not being an election) is to be determined by the corporation or committee (*pre-meeting electronic voting*).
- (2) Without limiting subclause (1) (b), the other electronic means of voting may include requiring voters to access a voting website and to vote in accordance with directions contained on that website.
- (3) If a matter may be determined partly by pre-meeting electronic voting, the notice of the meeting must include a statement that the relevant motion may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place and that consequently the pre-meeting vote may have no effect.
- (4) A motion that is to be determined wholly by pre-meeting electronic voting may not be amended at the meeting for which the pre-meeting electronic voting is conducted.

- (5) A motion that is to be determined partly by pre-meeting electronic voting must not be amended at the meeting for which the pre-meeting electronic voting is conducted if the effect of the amendment is to change the subject matter of the original motion.
- (6) If a motion that is to be determined wholly or partly by pre-meeting electronic voting is amended at the meeting for which the pre-meeting electronic voting is conducted, the minutes of the meeting distributed to owners must be accompanied by notice of the change and a statement setting out the power to make a qualified request for a further meeting under section 19 of the Act.

15 Pre-meeting electronic voting

- (1) This clause applies to a ballot for determination of a matter by an owners corporation or strata committee that is to be conducted by pre-meeting electronic voting.
- (2) The secretary of the owners corporation must ensure that the form for the electronic ballot paper contains:
 - (a) instructions for completing the ballot paper, and
 - (b) the question to be determined, and
 - (c) the means of indicating the voter's choice on the question to be determined.
- (3) The secretary of the owners corporation must, at least 7 days before the meeting at which the matter is to be determined, give each person entitled to vote:
 - (a) access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this clause, and
 - (b) access to information about:
 - (i) how the ballot paper must be completed, and
 - (ii) the closing date of the ballot, and
 - (iii) if voting is by email, the address where the ballot paper is to be returned, and
 - (iv) if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary, and
 - (c) access to an electronic form of declaration requiring the voter to state:
 - (i) his or her name, and
 - (ii) the capacity in which the person is entitled to vote, and
 - (iii) in the case of a matter that requires a special resolution, the voter's unit entitlement, and
 - (iv) if the vote is a proxy vote, the name and capacity of the person who gave the proxy.
- (4) Each person entitled to vote must vote in accordance with the instructions contained in the information.
- (5) If the ballot is a secret ballot, the secretary must ensure that:
 - (a) the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and
 - (b) the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.
- (6) An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the close of the ballot.

- (7) The secretary of the owners corporation must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.
- (8) In this clause, the *close of the ballot* means:
 - (a) for a matter to be determined by the owners corporation, the time that is 24 hours before the commencement of the meeting at which the matter is to be determined, or
 - (b) for a matter to be determined by a strata committee, immediately before the commencement of the meeting at which the matter is to be determined.

16 Informal votes

- (1) A ballot paper of a voter who votes by means of pre-meeting electronic voting is informal if the voter has failed to record a vote in accordance with the information provided by the secretary.
- (2) If voting is carried out by pre-meeting electronic voting using a voting website or other electronic application, the website or application is to provide a warning message to a person casting an informal vote that the proposed vote is informal.

17 Ascertaining result of pre-meeting electronic voting

- (1) As soon as practicable after the close of a ballot conducted by pre-meeting electronic voting, the secretary of the owners corporation must:
 - (a) review all information and reports about the electronic ballot, and
 - (b) reject as informal any votes that do not comply with the requirements of this Regulation, and
 - (c) ascertain the result of the electronic ballot.
- (2) The secretary must, at the meeting to consider the matter for which the pre-meeting electronic voting was held, inform the persons present of the result of the ballot.

Part 3 Financial management

18 Payment plans for unpaid contributions: section 85 (6) of Act

- (1) A payment plan for the payment of overdue contributions is to be in writing and is to contain the following:
 - (a) the name of the lot owner and the title details of the lot,
 - (b) the address for service of the lot owner,
 - (c) the amount of the overdue contributions,
 - (d) the amount of any interest payable for the overdue contributions and the way in which it is calculated,
 - (e) the schedule of payments for the amounts owing and the period for which the plan applies,
 - (f) the manner in which the payments are to be made,
 - (g) contact details for a member of the strata committee or a strata managing agent who is to be responsible for any matters arising in relation to the payment plan,
 - (h) a statement that a further plan may be agreed to by the owners corporation by resolution,
 - (i) a statement that the existence of the payment plan does not limit any right of the owners corporation to take action to recover the amount of the unpaid contributions.
- (2) The strata committee must, at the request of a lot owner who has entered into a payment plan, give the lot owner a written statement for each calendar month (or any longer interval specified by the lot owner) of the plan that sets out the payments made during that month and the amount of unpaid contributions and interest owing.

19 Notice of recovery action for unpaid contributions, interest or expenses

For the purposes of section 86 (5) (c) of the Act, a notice of proposed action to recover an amount of contributions, interest or expenses must include the following:

- (a) the date the amount was due to be paid,
- (b) the manner in which the amount may be paid,
- (c) whether a payment plan may be entered into,
- (d) any other action that may be taken to arrange for payment of the amount.

20 Statement of key financial information

- (1) For the purposes of section 94 (1) of the Act, the statement of key financial information for an administrative fund or capital works fund must be in or to the effect of Form 2 in Schedule 1.
- (2) For the purposes of section 94 (2) of the Act, the statement of key financial information for any other fund must be in or to the effect of Form 3 in Schedule 1.

21 Calculation of annual budget

For the purposes of section 95 (4) of the Act, the amount of the annual budget is to be the sum of the following:

- (a) the amount of contributions levied for the year concerned (whether or not they have been paid),
- (b) any income of the owners corporation from any other source,
- (c) any other amounts held by the owners corporation for the purposes of the owners corporation.

22 Accounting records

The accounting records required to be kept for the purposes of section 96 (4) of the Act are as follows:

- (a) receipts consecutively numbered,
- (b) a statement of deposits and withdrawals for the account of the owners corporation,
- (c) a cash record,
- (d) a levy register.

23 Levy register

- (1) The levy register must include a separate section for each lot in the strata scheme that is not a utility lot.
- (2) Each of those sections must specify, by appropriate entries, the following matters in relation to each contribution levied by the owners corporation and must indicate whether those entries are debits or credits and the balances for those entries:
 - (a) the date on which the contribution is due and payable,
 - (b) the type of contribution and the period in respect of which it is to be made,
 - (c) the amount of the contribution levied shown as a debit,
 - (d) the amount of each payment shown as a credit,
 - (e) the date on which each payment relating to the contribution was made,
 - (f) whether a payment made was made in cash or by cheque or in some other specified manner,
 - (g) whether an amount paid comprised full payment or part payment,
 - (h) details of any discount given for early payment,
 - (i) the balance of the account.

24 Receipts

For the purposes of section 97 (2) of the Act, each receipt issued by the treasurer of the owners corporation must include the following:

- (a) the date of issue of the receipt,
- (b) the amount of money received,
- (c) the form (cash, cheque, postal order or other) in which the money was received,
- (d) the name of the person on whose behalf the payment was made,
- (e) if the payment is for a contribution to the administrative or capital works fund:
 - (i) a statement that the payment was made in respect of that contribution, and
 - (ii) the lot number in respect of which the contribution was made, and
 - (iii) the period in respect of which the payment is made (if relevant), and
 - (iv) details of any discount given for early payment,
- (f) if the payment is not a payment referred to in paragraph (e)—particulars of the transaction in respect of which the payment is received,
- (g) if the payment is received in respect of more than one transaction—the manner in which the payment is apportioned between transactions.

25 Limits on spending by large strata schemes

For the purposes of section 102 (1) of the Act, the prescribed amount for a proposed expenditure is \$30,000.

26 Approval for legal services costs

- (1) The amount of \$15,000 is prescribed for the purposes of section 103 (2) (b) of the Act.
- (2) For the purposes of section 103 of the Act, approval is not required under that section to the obtaining of legal services in relation to a matter that is not urgent if the cost of the legal services does not exceed \$3,000.

Part 4 Property management

27 Common property memorandum

The Common Property Memorandum, published in the Gazette and on the website of the Department of Finance, Services and Innovation on 30 November 2016 is prescribed for the purposes of section 107 (1) of the Act as the common property memorandum that may be adopted by the by-laws for a strata scheme.

Note. The Common Property Memorandum cannot be modified by the adopting by-laws, except to exclude specified items that are not common property for the purposes of the particular strata scheme. Any common property by-law or a by-law made under section 108 of the Act prevails over the by-law adopting the Memorandum if it is inconsistent with the Memorandum (see section 107 (3) and (4) of the Act).

28 Minor renovations by owners

Work for the following purposes is prescribed as minor renovations for the purposes of section 110 (3) of the Act:

- (a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- (b) installing a rainwater tank,
- (c) installing a clothesline,
- (d) installing a reverse cycle split system air conditioner,
- (e) installing double or triple glazed windows,
- (f) installing a heat pump,
- (g) installing ceiling insulation.

Note. The work prescribed by this clause is subject to the requirements set out in section 110 (7) of the Act, including requirements that it does not involve structural changes, changes to the external appearance of a lot or waterproofing.

29 Initial maintenance schedule: section 115 of Act

- (1) The initial maintenance schedule for the maintenance of the common property of a strata scheme must contain maintenance and inspection schedules for a thing that is on common property if the maintenance and inspection is reasonably required to avoid damage to the thing or a failure to function properly for its intended purpose.
- (2) Without limiting the matters to be included in the initial maintenance schedule, maintenance and inspection schedules must be included for the following:
 - (a) exterior walls, guttering, downpipes and roof,
 - (b) pools and surrounds, including fencing and gates,
 - (c) air conditioning, heating and ventilation systems,
 - (d) fire protection equipment, including sprinkler systems, alarms and smoke detectors,
 - (e) security access systems,
 - (f) embedded networks and micro-grids.
- (3) The following are to be included with or attached to the initial maintenance schedule:
 - (a) all warranties for systems, equipment or any other things referred to in the schedule,
 - (b) any manuals or maintenance requirements provided by manufacturers for any of those things,
 - (c) the name and contact details of the manufacturer and installer of any of those things.

- (4) The schedule may be in hard copy or in an electronic form that is accessible by the owners corporation.

30 Window safety devices

- (1) A building in a strata scheme is a building to which section 118 of the Act applies if the building contains lots used for residential purposes.
- (2) A window within any such building is a window to which section 118 of the Act applies if:
 - (a) it is a window within the meaning of the *Building Code of Australia*, and
 - (b) it can be opened, and
 - (c) the lowest level of the window opening is less than 1.7 metres above the surface of any internal floor that abuts the wall of which it forms part, and
 - (d) that internal floor is 2 metres or more above the ground surface, or any external surface, below the window that abuts the wall, and
 - (e) it is a window on common property to which access can be gained from a residence in a strata scheme or a window on any part of the building that is part of a residence.
- (3) A screen, lock or any other device is a complying window safety device for the purposes of section 118 of the Act if it:
 - (a) is capable of restricting the opening of a window so that a sphere having a diameter of 125 millimetres or more cannot pass through the window opening, and
 - (b) is capable of resisting an outward horizontal action of 250 newtons, and
 - (c) has a child resistant release mechanism, in the case of a device that can be removed, overridden or unlocked.
- (4) In this clause:
Building Code of Australia has the same meaning as it has in the *Environmental Planning and Assessment Act 1979*.

31 Notification by owners of window safety devices

An owner of a lot in a strata scheme who installs a window safety device under section 118 of the Act must give written notice of the installation to the owners corporation within 7 days after completion of the installation.

Note. Section 262 of the Act sets out the manner in which a document is to be served on an owners corporation.

32 Disposal of abandoned goods: section 125 of Act

- (1) This clause applies to goods left on common property (other than motor vehicles and things permitted by the owners corporation to remain on common property).
- (2) The owners corporation may dispose of goods left on common property if:
 - (a) a disposal notice has been placed on or near the goods and the goods have not been removed from the common property within the period specified in the disposal notice, or
 - (b) they are perishable goods, or
 - (c) they consist only of rubbish.
- (3) A disposal notice must:
 - (a) not be less than the size of an A4 piece of paper, and

- (b) be placed in a position or be in a material so that the contents of the notice are not likely to be detrimentally affected by weather, and
 - (c) describe the goods and state the date and time the notice was issued, and
 - (d) state that the goods will be disposed of if they are not removed from the common property before the date and time specified in the notice (being not earlier than 5 days after the notice was placed on or near the goods), and
 - (e) specify contact details for a member of the strata committee, the strata managing agent or a delegate of the owners corporation in relation to the notice.
- (4) If the goods are so placed that they block an entrance or exit, the owners corporation may move the goods to another place on the common property before placing a disposal notice on or near the goods, and for that purpose the owners corporation is taken to be the owner of the goods.
- (5) The owners corporation may dispose of the goods by selling them or in any other lawful manner and for that purpose is taken to be the owner of the goods.
- (6) A purchaser of goods sold by an owners corporation in accordance with this clause acquires a good title to the goods freed and discharged of any interest of any person who would otherwise have an interest in the goods.
- (7) The proceeds of a sale of goods under this clause are to be paid to the administrative fund of the owners corporation.
- (8) The owners corporation must make a record of goods sold under this clause and keep the record for a period of not less than 12 months after the disposal.
- (9) The record must contain the following particulars:
 - (a) a description of the goods,
 - (b) the date of the sale,
 - (c) the name and address of the purchaser,
 - (d) if sold by auction, the address of the principal place of business of the auctioneer.
- (10) In this clause:
motor vehicle has the same meaning as in the *Impounding Act 1993*.

33 Tribunal may order payment of proceeds of disposal to owner

The Tribunal may, on application by the owner of goods sold by an owners corporation to another person under clause 32, order that the owners corporation pay to the owner of the goods the proceeds of the sale, less the reasonable costs incurred by the owners corporation in selling the goods.

34 Removal of motor vehicles: section 125 of Act

- (1) This clause applies to a motor vehicle left on common property that is placed so that it blocks an exit or entrance or otherwise obstructs the use of common property.
- (2) The owners corporation may take action under this clause if the owners corporation has placed a removal notice on or near the motor vehicle and the requirements of the notice are not complied with within the period specified in the removal notice.
- (3) A removal notice must:
 - (a) not be less than the size of an A4 piece of paper, and
 - (b) be placed in a position or be in a material so that the contents of the notice are not likely to be detrimentally affected by weather, and

- (c) describe the motor vehicle and state the date and time the notice was issued, and
 - (d) state that the motor vehicle will be removed if it is not moved from the common property or so that it no longer obstructs common property before the date and time specified in the notice (being not earlier than 5 days after the notice was placed on or near the motor vehicle), and
 - (e) specify contact details for a member of the strata committee, the strata managing agent or a delegate of the owners corporation in relation to the notice.
- (4) The owners corporation may cause a motor vehicle to be moved to another place on common property or to the nearest place to which it may be lawfully moved, or moved so that it no longer blocks an exit or entrance or otherwise obstructs the use of common property, and for that purpose the owners corporation is taken to be the owner of the motor vehicle.
- (5) The Tribunal may, on application by the owners corporation, order that the owner of a motor vehicle moved to another place under this clause, pay to the owners corporation the reasonable costs incurred by the owners corporation in moving the motor vehicle.
- (6) In this clause:
motor vehicle has the same meaning as in the *Impounding Act 1993*.

Part 5 By-laws

35 By-laws for schemes before Strata Schemes Management Act 1996

For the purposes of section 134 (3) of the Act, the by-laws for a strata scheme that was in existence before the commencement of the *Strata Schemes Management Act 1996* are the by-laws set out in Schedule 2.

Note. By virtue of section 134 (3) of the Act, the by-laws also include any amendments to the by-laws set out in Schedule 2, and any additional by-laws made for the scheme, as in force before the commencement of section 134 of the Act. The by-laws may also be amended in accordance with the Act.

36 Occupancy limits—exception

- (1) For the purposes of section 137 (3) (b) of the Act, a by-law that limits the number of adults who may reside in a lot has no effect if all of the adults who reside in the lot are related to each other.
- (2) For the purposes of this clause, a person is related to another person who resides in a lot if:
 - (a) the person is the parent, guardian, grandparent, son, daughter, grandchild, brother, sister, uncle, aunt, niece, nephew or cousin of the other person, or
 - (b) the person is such a relative of the other person's spouse or de facto partner or former spouse or de facto partner, or
 - (c) the person is the spouse or de facto partner of the other person, or
 - (d) the person is the carer of, or is cared for by, the other person.
- (3) For the purposes of this clause, a person who is an Aboriginal person or a Torres Strait Islander is also related to another person if the person is, or has been, part of the extended family or kin of the person according to the indigenous kinship system of the person's culture.

37 Model by-laws

For the purposes of section 138 of the Act, the by-laws set out in Schedule 3 are model by-laws that may be adopted, either in whole or in part, as the by-laws for a strata scheme.

Part 6 Insurance

38 Approved insurers

- (1) A Lloyd's underwriter authorised to carry on insurance business, or exempted from authorisation, under the *Insurance Act 1973* of the Commonwealth is an approved insurer for the purposes of paragraph (b) of the definition of **approved insurer** in section 4 (1) of the Act.
- (2) In this clause:
Lloyd's underwriter has the same meaning as in the *Insurance Act 1973* of the Commonwealth.

39 Manner of calculation of insurance limit under damage policy

- (1) For the purposes of section 161 (1) (a) of the Act, the minimum amount for which a building is to be insured is to be not less than the amount calculated in accordance with subclause (2).
- (2) For the purposes of section 161 (2) of the Act, the amount to which the liability of an insurer may be limited under a damage policy is to be calculated by adding together the following amounts:
 - (a) the estimated cost, as at the date of commencement of the damage policy, of:
 - (i) carrying out the work that a damage policy is required to provide for under section 161 of the Act, and
 - (ii) making the payments that a damage policy is required to provide for under section 161 of the Act,
 - (b) the estimated amount by which expenditure referred to in the preceding paragraphs may increase during the period of 24 months following the date of commencement of the damage policy.
- (3) The amounts referred to in subclause (2) (a) and (b) are to be calculated so as to include any applicable taxes, fees and charges (including taxes, fees and charges of the Commonwealth).

40 Insurance amount

For the purposes of section 164 (2) of the Act, the minimum insurance cover for the purposes of damage to property, death or bodily injury for which the owners corporation could become liable in damages is \$20,000,000.

Part 7 Records and information about strata schemes

41 Electronic voting records

- (1) For the purposes of section 180 (1) (j) of the Act, records relating to electronic voting for motions for resolutions by an owners corporation must be retained by an owners corporation.
- (2) For the purposes of section 180 (2) of the Act, the period for which an owners corporation is required to retain voting papers under section 180 (1) (g) of the Act or records referred to in subclause (1) is 13 months, if the voting papers or records relate to secret ballots, unless the papers relate to the appointment of a strata renewal committee or other decisions in connection with Part 10 of the *Strata Schemes Development Act 2015*.

42 Inspection of records

For the purposes of section 182 (3) (k) of the Act, the owners corporation must make available for inspection the accounting records and other records relating to the strata scheme that are kept by the strata managing agent.

43 Strata information certificate

For the purposes of section 184 (6) of the Act, the strata information certificate must be in or to the effect of Form 4 in Schedule 1.

Part 8 Building defects

44 Interpretation

Words and expressions used in this Part have the same meaning as they have in Part 11 of the Act.

45 Building inspectors

For the purposes of section 193 (2) of the Act, a person who is a member of a strata inspector panel established by any of the following bodies is qualified to be appointed as a building inspector:

- (a) the Housing Industry Association,
- (b) the Master Builders Association of New South Wales,
- (c) the Australian Institute of Building,
- (d) the Australian Institute of Building Surveyors,
- (e) the Australian Institute of Building Consultants,
- (f) the Institute of Building Consultants Inc,
- (g) Engineers Australia,
- (h) the Australian Institute of Architects,
- (i) the Association of Accredited Certifiers.

46 Disclosure of previous employment by developer

For the purposes of section 195 (2) of the Act, a building inspector must disclose previous employment by the developer or a contractor of the developer that occurred at any time within the period of 2 years before appointment as a building inspector.

47 Interim reports: section 199 (2) of Act

An interim report by a building inspector must be in the form approved by the Secretary and contain the matters specified in the form.

48 Final report: section 201 (2) of Act

A final report by a building inspector must be in the form approved by the Secretary and contain the matters specified in the form.

49 Notice to owners of reports: section 202 (3) of Act

A notice to owners of the receipt of an interim or final report by a building inspector must contain the following particulars:

- (a) whether the report is an interim or final report,
- (b) how to obtain an electronic copy of the report.

50 Contract price for determining building bond

- (1) For the purposes of the definition of **contract price** in section 189 of the Act, the contract price for building work is the total price paid under all the applicable contracts for the building work as at the date of issue of the occupation certificate.
Note. Under section 211 (3) of the Act, the Tribunal may make an order determining the contract price of building work for the purposes of determining the amount of a building bond.
- (2) However, the contract price for building work is to be the price set out in a cost report prepared by a quantity surveyor who is a member of the Australian Institute of Quantity Surveyors or the Royal Institute of Chartered Surveyors, and is not connected to the developer or the builder, if:

- (a) there is no written contract for the building work, or
 - (b) the parties to the building contract are connected persons.
- (3) A cost report prepared by a quantity surveyor for the purposes of this clause must include the costs of the following and be accompanied by a certificate by the quantity surveyor that he or she has inspected the as-built drawings and specifications for the strata plan to which the report relates:
 - (a) construction and fit out costs, not including appliance and PC items,
 - (b) demolition and site preparation,
 - (c) excavation,
 - (d) car parking,
 - (e) costs for the common property that is included in the property plan, including landscaping, pools, fencing and gates,
 - (f) professional fees,
 - (g) taxes applied in the calculation of the as-built construction.

51 Maturity dates for building bonds

A building bond must be able to be claimed or realised for a period of not less than 2 years and not more than 3 years after the date of the occupation certificate for the building work to which it applies.

52 Additional documents to be lodged with building bond

A developer must, when giving a building bond to the Secretary, also give the Secretary the following documents and information, in the manner approved by the Secretary:

- (a) a lodgment form in the form approved by the Secretary,
- (b) the strata plan number of the strata scheme concerned,
- (c) the street address of any building to which the bond relates,
- (d) the name and address of the principal certifying authority for any building work to which the bond relates,
- (e) an address for service for the developer,
- (f) an address for service for the owners corporation for the strata scheme,
- (g) a copy of any documents relevant to the determination of the contract price used to calculate the amount of the building bond,
- (h) a copy of the contract or contracts for the building work between the developer and the builder,
- (i) a copy of specifications for the building work, and any variations,
- (j) a copy of any written warranties relating to the building work,
- (k) a copy of any schedule of non-conforming works relating to the building work,
- (l) a copy of all “issued for construction” and “as-built” drawings and specifications relating to the building work,
- (m) a copy of any schedule of approved samples relating to the building work,
- (n) a copy of any development consent or other consents, approvals or certificates issued under the *Environmental Planning and Assessment Act 1979* and relating to the building work,
- (o) a copy of any alternative solutions and fire engineering reports, and the applicable assessment and approval by the principal certifying authority, relating to the building work,

- (p) a copy of any design certificates relating to the building work,
- (q) a copy of Building Code of Australia compliance certificates by each subcontractor for any part of the building work carried out by the subcontractor,
- (r) a copy of any inspection report obtained by the developer or builder relating to the building work.

53 Application to pay building bond to owners corporation

For the purposes of section 209 (2) of the Act, an application to pay a building bond to the owners corporation must be made not later than 14 days before the last day on which the building bond must be claimed or realised under that section.

54 Use of building bond to meet costs of inspections or report

For the purposes of section 210 of the Act, an amount secured by a building bond may be used to meet the costs of an inspection or a report under Division 2 of Part 11 of the Act, including any fee for the appointment of a building inspector by the Secretary, if:

- (a) the developer of the strata scheme is bankrupt or insolvent and the costs or any fee have not been paid, or
- (b) the developer of the strata scheme is dead or cannot be found or failed to comply with any requirement to appoint a building inspector.

55 Payment of building bond

- (1) The Secretary must not pay the whole or part of an amount secured by a building bond unless the Secretary has given at least 14 days written notice to the owners corporation, the developer of the strata scheme and the builder of the proposed payment.
- (2) If an application to review a decision to pay the whole or part of an amount secured by a building bond is made in accordance with clause 56, the amount is not to be paid until the application for the review is determined or withdrawn.

56 Review of decisions

- (1) For the purposes of section 213 of the Act, the following decisions of the Secretary are reviewable decisions:
 - (a) a decision to appoint a building inspector to carry out a final report under section 200 of the Act,
 - (b) a determination under section 200 of the Act that a developer is not required to arrange for a final report,
 - (c) a decision under section 212 of the Act to vary the period within which an interim report or final report is to be provided, or other action is to be done, under Part 11 of the Act,
 - (d) a decision that the whole or part of a building bond may be claimed or realised for payment to an owners corporation, developer or other person.
- (2) Despite subclause (1), a decision by the Secretary to claim or realise a building bond for payment is not reviewable if the amount has been paid in accordance with the decision.
- (3) An application for a review of a reviewable decision must be made not later than 14 days after notice of the decision is given by the Secretary to the interested person or, if the interested person is the owner of a lot, to the owners corporation and must:
 - (a) be in writing and signed by the applicant, and

- (b) specify the decision for which a review is sought and the grounds on which the review is sought, and
 - (c) specify any additional information that is provided by the applicant for the purposes of the review and indicate why the information was not previously provided, and
 - (d) provide an address for giving notice to the applicant of the decision by the Secretary on the review.
- (4) For the purposes of section 213 (2) (d) of the Act, a builder who carried out building work to which a reviewable decision relates, or a builder who is responsible for defective building work to which a reviewable decision relates, is an interested person in relation to the reviewable decision.

Part 9 Alternative dispute resolution

57 Application of Part

This Part applies to a mediation conducted under section 218 of the Act.

58 Directions of Secretary

Subject to the Act and this Regulation, the Secretary may give written directions for regulating and prescribing the practice and procedure to be followed in connection with a mediation session, including the preparation and service of documents.

59 Attendance and representation

- (1) A mediation session must be attended by each party or a representative of the party if all other parties consent to the representation.
- (2) Other persons may attend a mediation session with the leave of the mediator.

60 Costs

The parties to a mediation are to pay their own costs associated with the mediation.

61 Termination

- (1) A mediator may terminate a mediation at any time.
- (2) A party may terminate a mediation at any time by giving notice of the termination to the mediator and each other party.

Part 10 Miscellaneous

62 Connected persons

- (1) For the purposes of section 7 (1) (f) of the Act, a person that is a corporation (the **principal person**) is connected with another person if the other person:
 - (a) is a related body corporate or an associated entity (within the meaning of the *Corporations Act 2001* of the Commonwealth) of the principal person, or
 - (b) holds an executive position (within the meaning of section 7 of the Act) in a related body corporate or an associated entity of the principal person, or
 - (c) holds or will hold any relevant financial interest in the principal person, or is or will be entitled to exercise any relevant power (whether in the person's own right or on behalf of any other person) in the business of the principal person, and by virtue of that interest or power is or will be able to exercise a significant influence over or with respect to the management or operation of the principal person.
- (2) In this clause:

relevant financial interest, in relation to a principal person, means:

 - (a) any shares in the capital of the principal person, or
 - (b) any entitlement to receive any income derived from a business carried on by the principal person, or to receive any other financial benefit or financial advantage from the carrying on of the business, whether the entitlement arises at law or in equity or otherwise.

relevant power means any power, whether exercisable by voting or otherwise and whether exercisable alone or in association with others:

 - (a) to participate in any directorial, managerial or executive position in the principal person, or
 - (b) to elect or appoint any person to any such position.

63 Limit for gifts to strata managing agents

For the purposes of section 57 (3) (d) of the Act, the amount prescribed is \$60.

64 Fees

The fees payable under the Act are set out in Schedule 4.

65 Penalty notice offences and penalties

- (1) For the purposes of section 250 of the Act:
 - (a) each offence created by a provision specified in Column 1 of Schedule 5 is an offence for which a penalty notice may be served, and
 - (b) the penalty prescribed for each such offence is the amount specified opposite the provision in Column 2 of the Schedule.
- (2) If the reference to a provision in Column 1 of Schedule 5 is qualified by words that restrict its operation to specified kinds of offences, an offence created by the provision is a prescribed offence only if it is an offence of a kind so specified or committed in the circumstances so specified.

66 Seals of owners corporations—savings provision

The seal of an owners corporation in existence before the commencement of this clause may continue to be used as its seal for the purposes of the Act or for any other purpose, unless replaced by the owners corporation.

67 Amendment of Act: clause 1 (5) of Schedule 3 to Act

Schedule 3 Savings, transitional and other provisions

Omit clause 8 (1) and (2). Insert instead:

- (1) A person who held office as an Adjudicator under the former Act immediately before the commencement of this clause ceases to hold the office on a day appointed by the Secretary, being a day not earlier than the determination or finalisation of all proceedings referred to in clause 7.

68 Amendment of Act: clause 1 (5) of Schedule 3 to Act

Schedule 3 Savings, transitional and other provisions

Omit clause 14 (1). Insert instead:

- (1) The term of appointment of a strata managing agent appointed or reappointed before the commencement of section 50 (1) of this Act, that is in force on that commencement, ends on the following day:
 - (a) if the agent was appointed or reappointed for a term (including any roll over or extension period) of 3 years or more, on the day that is 3 years after the term commenced or that is 6 months after the commencement of section 50 (1) of this Act, whichever is the later,
 - (b) if the agent was appointed or reappointed for a term (including any roll over or extension period) of less than 3 years, on the day that the term ends or that is 6 months after the commencement of section 50 (1) of this Act, whichever is the later.

Schedule 1 Forms

(Clauses 13, 20 and 43)

Form 1 Proxy appointment Strata Schemes Management Act 2015

Date

I/We

the owners of lot

in Strata Plan No

appoint

of

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings).

I/ We appoint

of

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings) if already holds the maximum number of proxies that may be accepted.

Period or number of meetings for which appointment of proxy has effect for *1 meeting/* meetings/*1 month/* months/*12 months or 2 consecutive annual general meetings.

**Tick or tick and complete whichever applies*

(Note. The appointment cannot have effect for more than 12 months or 2 consecutive annual general meetings, whichever is the greater.)

***1** This form authorises the proxy to vote on my/our behalf on all matters.

OR

***2** This form authorises the proxy to vote on my/our behalf on the following matters only:

[Specify the matters and any limitations on the manner in which you want the proxy to vote.]

**Delete paragraph 1 or 2, whichever does not apply.*

***3** If a vote is taken on whether (the strata managing agent) should be appointed or remain in office or whether another managing agent is to be appointed, I/we want the proxy to vote as follows:

**Delete paragraph 3 if proxy is not authorised to vote on this matter. For examples, read note 1 below.*

***4** I understand that, if the proxy already holds more than the permitted number of proxies, the proxy will not be permitted to vote on my/our behalf on any matters.

Signature of owner/s

Notes on appointment of proxies

- 1 This form is ineffective unless it contains the date on which it was made and it is given to the secretary of the owners corporation at least 24 hours before the first meeting in relation to which it is to operate (in the case of a large strata scheme) or at or before the first meeting in relation to which it is to operate (in any other case).
- 2 This form will be revoked by a later proxy appointment form delivered to the secretary of the owners corporation in the manner described in the preceding paragraph.
- 3 This form is current from the day on which it is signed until the end of the period (if any) specified on the form or the first anniversary of that day or at the end of the second annual general meeting held after that day (whichever occurs first).
- 4 If a person holds more than the total number of proxies permissible, the person cannot vote using any additional proxies. The total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution are as follows:
 - (a) if the strata scheme has 20 lots or less, one,
 - (b) if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
- 5 A provision of a contract for the sale of a lot in a strata scheme, or of any ancillary or related contract or arrangement, is void and unenforceable to the extent that it:
 - (a) requires the purchaser of a lot, or any other person, to cast a vote at a meeting of the owners corporation at the direction of another person, or
 - (b) requires the purchaser to give a proxy at the direction of another person for the purpose of voting at a meeting of the owners corporation (that is a person cannot rely on any such proxy to cast a vote as a proxy).

Notes on rights of proxies to vote

- 1 A duly appointed proxy:
 - (a) may vote on a show of hands (or by any other means approved by a general resolution at a meeting of the owners corporation), subject to any limitation in this form, or may demand a poll, and
 - (b) may vote in the person's own right if entitled to vote otherwise than as a proxy, and
 - (c) if appointed as a proxy for more than one person, may vote separately as a proxy in each case.
- 2 A proxy is not authorised to vote on a matter:
 - (a) if the person who appointed the proxy is present at the relevant meeting and personally votes on the matter, or
 - (b) so as to confer a pecuniary or other material benefit on the proxy, if the proxy is a strata managing agent, building manager or on-site residential property manager, or
 - (c) if the right to vote on any such matter is limited by this form.

Form 2 Statement of key financial information—capital works fund and administrative fund

Strata Schemes Management Act 2015

Name of fund:

Reporting period:

Balance carried forward from previous reporting period:

Total income received during reporting period:

Total interest earned by fund during reporting period:

Total contributions paid during reporting period:

Total unpaid contributions payable for reporting period:

Total expenditure for maintenance during reporting period:

Total expenditure for administration costs during reporting period:

Balance of fund at end of reporting period:

List of principal items of expenditure proposed for next reporting period:

Form 3 Statement of key financial information—other funds

Strata Schemes Management Act 2015

Name of fund:

Reporting period:

Balance carried forward from previous reporting period:

Total income received during reporting period:

Total interest earned by fund during reporting period:

Balance of fund at end of reporting period:

Form 4 Certificate under section 184 of the Strata Schemes Management Act 2015

Date of certificate		.....
Strata scheme in respect of which certificate issued	Strata Plan No	.....
Lot in respect of which certificate issued	Lot No	.....
	Strata Plan No	.....

Person requesting certificate

Name:

[owner/mortgagee/covenant chargee/authorised person]

Address:

If authorised person, authorised by:

Name:

[owner/mortgagee/covenant chargee]

Address:

The owners corporation certifies the following with respect to the lot the subject of this certificate:

1 Has a strata renewal committee been established? Yes/No

Brief statement if one has been established:

2 Administrative fund—contributions payable by regular periodic instalments or lump sum (section 73 (1) of the Act)

Total amount last determined	Amount	Period	
	.....	..... to	
Number of instalments payable (if contribution payable by instalments)		.....
Amount of each instalment, period to which instalment relates and date due	Amount	Period	Date due
	.....	..... to .....	.....
	.....	..... to .....	.....
	.....	..... to .....	.....
	.....	..... to .....	.....
Amount (if any) outstanding		.....
Amount (if any) in credit		.....
Discount (if any) applicable for early payment		.....
Brief statement as to the reason for any amount outstanding or in credit:			

3 Capital works fund—contributions payable by periodic instalments or lump sum (section 74 (1) of the Act)

Total amount last determined	Amount	Period	
	.....	..... to	
Number of instalments payable (if contribution payable by instalments)		.....

Amount of each instalment, period to which each instalment relates and date due

Amount	Period	Date due
.....	..... to .....	.....
.....	..... to .....	.....
.....	..... to .....	.....
.....	..... to .....	.....

Amount (if any) outstanding

Amount (if any) in credit

Discount (if any) applicable for early payment

Brief statement as to the reason for any amount outstanding or in credit:

4 Amounts payable for additional amenities or services (section 117 of the Act)

Section 117 of the Act provides that an owners corporation may enter into an agreement to provide amenities or services to particular lots. These lots are responsible for payment for amenities and services so provided.

Total amount last determined owed by these lots

Amount	Period
.....	..... to

If this certificate is requested by the owner of any of those lots, the following applies to the lot/s owned:

Number of instalments payable (if payable by instalments)

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
.....	..... to .....	.....
.....
.....
.....

Amount (if any) outstanding

Amount (if any) in credit

Discount (if any) for early payment

Brief statement as to the reason for any amount outstanding or in credit:

5 Special contributions to the administrative or capital works or other fund (section 81 (4) of the Act)

Amount of any levy payable under section 81 (4) of the Act

Date on which determination made under section 81 (4) of the Act

Number of instalments payable (if contribution payable by instalments)

Amount of each instalment and date due

Amount	Date due
.....
.....
.....
.....

Amount (if any) outstanding

Amount (if any) in credit

Brief statement as to the reason for any amount outstanding or in credit:

Brief statement as to the purpose for which the contribution was required:

6 Money unpaid under by-law conferring a right or a privilege (Division 3 of Part 7 of the Act)

Amount payable under a common property rights by-law

Date when amount due

Period to which amount relates to

7 Proposals for funding matters set out in the 10 year capital works plan

.....

.....

.....

8 Contributions towards costs of legal proceedings

Amount of any levy payable under section 90 of the Act

Date on which order made under section 90 of the Act

Number of instalments payable (if contribution payable by instalments)

Amount of each instalment and date due

Amount	Date due
.....

.....
.....
.....
Amount (if any) outstanding
Amount (if any) in credit
Brief statement as to the reason for any amount outstanding or in credit:
Brief statement as to the purpose for which the contribution was required:

9 Amount recoverable in relation to work carried out by owners corporation

Amount (if any) recoverable under section 120 of the Act

10 Rate of interest payable on contributions

Rate of interest payable under section 85 of the Act on contributions %
Amount of interest payable in relation to outstanding contributions \$

11 Amount of unpaid contributions and pecuniary penalties

Amount of any unpaid monetary penalty that is payable under section 147 of the Act or any other monetary penalty
Amount of any contribution recoverable as a debt under section 86 of the Act

12 Particulars on strata roll for lot to which certificate relates

Name of owner	Name	.....
Address for service of notices on owner	Address	.....
Name and address for service of notices on each mortgagee, covenant chargee or other person who has given notice to the owners corporation under section 22 of the Act	Name	.....
	Address	.....
	Capacity	.....

13 Strata managing agent and building manager

Name of strata managing agent (if any) appointed under section 49 of the Act	Name	.....
	Address	.....
Name of building manager (if any) appointed under section 67 of the Act	Name	.....
	Address	.....

14 Members of strata committee

Name and address of each member of the strata committee:

	Name	Address
Member 1
Member 2
Member 3
Member 4
Member 5
Member 6
Member 7
Member 8
Member 9

Office bearers:

Chairperson	.....
Secretary	.....
Treasurer	.....

15 By-laws

Particulars of any by-laws made by the owners corporation within the 6-month period before the date of this certificate that have not been lodged at the office of the Registrar-General as at that date:

16 Insurance policies

Particulars of all insurance policies that have the owners corporation as the insured or as a beneficiary:

Type of policy	Name of insurer	Policy number	Sum insured	Date due	Date when last premium paid	Amount of last premium

Name of each insurance broker for each policy (if relevant):	Name	.....
	Address	.....

Items 17 and 18 must be completed if the strata scheme is also part of a community scheme

Name of community association (if any):

Community lot number(s) for precinct or strata scheme

Address for service of notices:

Name of precinct association (if any):

Precinct lot number(s) for strata scheme

Address for service of notices:

17 Contributions payable to administrative fund of community association or precinct association

Total amount last determined with respect to the lots comprising the strata scheme	Amount	Period
	.....	..... to

Number of instalments payable (if contribution payable by instalments)
--	-------

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
.....	..... to .....	.....
.....	..... to .....	.....
.....	..... to .....	.....
.....	..... to .....	.....

Amount (if any) outstanding

Amount (if any) in credit

Discount (if any) applicable for early payment

Brief statement as to the reason for any amount outstanding or in credit:

18 Contributions payable to sinking fund of community association or precinct association

Total amount last determined with respect to the lots comprising the strata scheme	Amount	Period
	.....	..... to

Number of instalments payable (if contribution payable by instalments)
--	-------

Amount of each instalment, period to which
instalment relates and date due

Amount	Period	Date due
.....	..... to .....	.....
.....	..... to .....	.....
.....	..... to .....	.....
.....	..... to .....	.....

Amount (if any) outstanding

.....

Amount (if any) in credit

.....

Discount (if any) applicable for early payment

.....

Brief statement as to the reason for any amount outstanding or in credit:

Item 19 must be completed if the strata scheme is a member of a building management committee

Name of building management committee:

Address for service of notices:

.....

19 Contributions payable to the building management committee

Total amount last determined with respect to the
lots comprising the strata scheme

Amount	Period
.....	..... to

Number of instalments payable (if contribution
payable by instalments)

.....

Amount of each instalment, period to which
instalment relates and date due

Amount	Period	Date due
.....	..... to .....	.....
.....	..... to .....	.....
.....	..... to .....	.....
.....	..... to .....	.....

Amount (if any) outstanding

.....

Amount (if any) in credit

.....

Discount (if any) applicable for early payment

.....

Brief statement as to the reason for any amount outstanding or in credit:

Item 20 must be completed if the strata scheme is required to pay to any other person or body any amount not connected to the maintenance or insurance of the common property

20 Amount payable to any other person or body

Name of person or body

Brief statement as to the purpose of the payment:

If next payment known:	Amount	Date Due

Amount (if any) outstanding	
Amount (if any) in credit	

The common seal of the Owners Corporation—Strata Plan No

Was hereunto affixed on the day of 20

in the presence of

and

being the person(s) authorised by section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Note. Section 185 of the Act provides:

185 Strata information certificate is evidence of matters stated in it

A strata information certificate is conclusive evidence, as at the date of the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate or a person referred to in the certificate) taking for valuable consideration:

- (a) an estate or interest in a lot in a freehold strata scheme to which the certificate relates, or
- (b) an estate or interest in a lease of a lot in a leasehold strata scheme to which the certificate relates.

Schedule 2 By-laws for pre-1996 strata schemes

(Clause 35)

1 Noise

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

Note. This by-law was previously by-law 12 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 13 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

2 Vehicles

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

Note. This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

3 Obstruction of common property

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

Note. This by-law was previously by-law 14 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

Note. This by-law was previously by-law 15 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note. This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.

- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

Note. This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

6 Behaviour of owners and occupiers

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

Note. This by-law was previously by-law 17 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

7 Children playing on common property in building

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

Note. This by-law was previously by-law 18 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

8 Behaviour of invitees

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

Note. This by-law was previously by-law 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

9 Depositing rubbish and other material on common property

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

Note. This by-law was previously by-law 20 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

10 Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other

than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

Note. This by-law was previously by-law 21 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

11 Cleaning windows and doors

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

Note. This by-law was previously by-law 22 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 23 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

12 Storage of inflammable liquids and other substances and materials

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

Note. This by-law was previously by-law 23 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 24 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

13 Moving furniture and other objects on or through common property

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

Note. This by-law was previously by-law 24 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 25 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

14 Floor coverings

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

Note. This by-law was previously by-law 25 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 26 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

15 Garbage disposal

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

Note. This by-law was previously by-law 26 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

16 Keeping of animals

- (1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Note. This by-law was previously by-law 27 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 28 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

Note. This by-law was previously by-law 29 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

18 Notice board

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

Note. This by-law was previously by-law 3 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 3 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

19 Change in use of lot to be notified

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

Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

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

1 Vehicles

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

2 Changes to common property

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

3 Damage to lawns and plants on common property

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

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

4 Obstruction of common property

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

5 Keeping of animals

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

Option A

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

Option B

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

6 Noise

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

7 Behaviour of owners, occupiers and invitees

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

8 Children playing on common property

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

9 Smoke penetration

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

Option A

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

Option B

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

10 Preservation of fire safety

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

11 Storage of inflammable liquids and other substances and materials

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

12 Appearance of lot

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

13 Cleaning windows and doors

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

14 Hanging out of washing

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

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

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

waste includes garbage and recyclable material.

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

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

17 Change in use or occupation of lot to be notified

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

18 Compliance with planning and other requirements

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

Schedule 4 Fees

(Clause 64)

Item	Type of fee	Fee
Fee payable to Secretary		
1	Lodgment of building bond	\$1,500
Fees payable to owners corporation		
2	For making records available for inspection under section 182 of the Act	\$31 and an additional \$16 for each half-hour or part of half-hour after the first hour of inspection
3	For giving a certificate under section 184 of the Act:	
(a)	if the request is an initial request or request made more than 3 months after a previous request by the same person in respect of the same lot	\$109 and an additional \$54 for a further certificate for a lot comprising a garage, parking space or storeroom that services the lot the subject of the first certificate
(b)	if the request is made not more than 3 months after a previous request by the same person in respect of the same lot	\$94 and an additional \$47 for a further certificate for a lot comprising a garage, parking space or storeroom that services the lot the subject of the first certificate

Schedule 5 Penalty notice offences

(Clause 65)

Column 1	Column 2
Provision	Penalty
Offences under the Act	
Section 57 (2)	\$550 (in the case of an individual) or \$1,100 (in the case of a corporation)
Section 60 (1)	\$550 (in the case of an individual) or \$1,100 (in the case of a corporation)
Section 60 (2)	\$550 (in the case of an individual) or \$1,100 (in the case of a corporation)
Section 62 (1)	\$550 (in the case of an individual) or \$1,100 (in the case of a corporation)
Section 123 (2)	\$1,100
Section 160 (1)	\$220
Section 160 (2)	\$220
Section 249 (4)	\$220
Section 258	\$110 (in the case of an individual) or \$220 (in the case of a corporation)

Northern Beaches Council Planning Certificate – Part 2&5

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Reference: 7116
Date: 18/01/2022
Certificate No. ePLC2022/00211

Address of Property: 32/52 The Crescent DEE WHY NSW 2099
Description of Property: Lot 32 SP 8090

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

1.1 The name of each environmental planning instrument that applies to the carrying out of development on the land:

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy 19 – Bushland in Urban Areas
State Environmental Planning Policy 33 – Hazardous and Offensive Development
State Environmental Planning Policy 50 – Canal Estate Development
State Environmental Planning Policy 55 – Remediation of Land
State Environmental Planning Policy 64 – Advertising and Signage
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
 State Environmental Planning Policy (Primary Production and Rural Development) 2019
 State Environmental Planning Policy (Koala Habitat Protection) 2019
 State Environmental Planning Policy (Housing) 2021
 Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)
 Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
 Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

1.2 Draft Environmental Planning Instruments

The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

1.2 a) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)
 Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019
 Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
 Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)
 Draft Design and Place State Environmental Planning Policy (DP SEPP) 2021

1.2 b) Draft Local Environmental Plans

Planning Proposal - Manly Warringah War Memorial State Park (Wakehurst Parkway, Allambie Heights)

Applies to: Crown Land: Lots 76 and 77 DP 504237; Lot 2 DP 710023.

Outline: Proposed amendment to WLEP 2011 to:

- Amend Land Zoning Map to change the zoning from R2 (Low Density Residential) to RE1 (Public Recreation) for Lots 76 and 77 DP 504237, Lot 2 DP 710023.
- Amend Height of Building Map and Minimum Lot Size Map to remove the residential development standards for height and minimum lot size from all of the subject lots.

Council resolution: 28 May 2019, 29 September 2020

Gateway Determination: 21 February 2021

Planning Proposal - Pittwater Road and Albert Street, Narrabeen

Applies to: 1294 - 1300 Pittwater Road and 2 - 4 Albert Street, Narrabeen

Outline: Amends WLEP 2011 to:

- Amend Warringah LEP 2011 Height of Buildings Map from 8.5m to 12m at 1298 and 1300 Pittwater Rd and from 8.5 to 11m at 1294, 1296 Pittwater Road and 4 Albert St Narrabeen.
- Amend Schedule 1 to allow 'medical centre', 'commercial premises' and 'shop top housing' as additional permitted uses at 1298 and 1300 Pittwater Rd Narrabeen.
- To implement Council's adopted Affordable Housing Contributions Scheme and to amend Warringah DCP 2011 for the subject site. at 2 Albert Street and 1294 Pittwater Road Narrabeen

1.3 Development Control Plans

The name of each development control plan that applies to the carrying out of development on the land:

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

For each environmental planning instrument or proposed instrument referred to in Clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2.1 Zoning and land use under relevant Local Environmental Plans

2.1 (a), (b), (c) & (d)

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 R3 Medium Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that medium density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.
- To ensure that medium density residential environments are of a high visual quality in their presentation to public streets and spaces.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Home businesses; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Veterinary hospitals

4 Prohibited

Pond-based aquaculture; Any other development not specified in item 2 or 3

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

(e) 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.

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

For any proposed changes to zoning and land use, see Part 1.2 b)
Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* does not apply to the land.

3. Complying Development

The extent to which the land is land on which complying development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

a) Housing Code

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

b) Rural Housing Code

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

c) Low Rise Housing Diversity Code

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

d) Greenfield Housing Code

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

e) Housing Alterations Code

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

f) General Development Code

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

g) Commercial and Industrial Alterations Code

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

h) Commercial and Industrial (New Buildings and Additions) Code

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on all of the land.

i) Container Recycling Facilities Code

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

j) Subdivisions Code

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

k) Demolition Code

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

l) Fire Safety Code

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

m) 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*.

4, 4A (Repealed)

4B. 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).

5. Mine Subsidence

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

6. 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.

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

- (a) Council has adopted a number of policies with regard to various hazards or risks which may restrict development on this land. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below (other than flooding – see 7A):

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

7A. Flood related development control Information

- (1) The land is not 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.
- (3) In this clause—

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

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

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

8. Land reserved for acquisition

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.

9. Contribution plans

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2019

9A. 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*).

10. Biodiversity Stewardship Sites

The Council has not been notified by the Chief Executive of the Office of Environment and Heritage 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).

10A. Native vegetation clearing set asides

Council has not been notified by Local Land Services of the existence of a set aside area under section 60ZC of the *Local Land Services Act 2013*.

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

12. 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.

13. 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.

14. Directions under Part 3A

There is not a direction by the Minister in force under section 75P(2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

15. Site compatibility certificates and conditions for seniors housing

- (a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.
- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with

conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

There is not a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

17. Site compatibility certificate and conditions for affordable rental housing

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.
- (b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificates

There is no current site verification certificate, of which council is aware, in respect of the land according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

20. 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.

21 Affected building notices and building product rectification orders

- 1) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- 2) 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

- 3) 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 clause:

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

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

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.

Planning Certificate – Part 5

ePLC2022/00211

The following is information provided in good faith under the provisions of Section 10.7(5) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149) and lists relevant matters affecting the land of which Council is aware. The Council shall not incur any liability in respect of any such advice.

Persons relying on this certificate should read the environmental planning instruments referred to in this certificate.

Company Title Subdivision

Clause 4.1 of the *Pittwater Local Environmental Plan 2014*, *Warringah Local Environmental Plan 2011* or *Manly Local Environmental Plan 2013* provides that land may not be subdivided except with the consent of the Council. This includes subdivision by way of company title schemes. Persons considering purchasing property in the Northern Beaches local government area the

subject of a company title scheme are advised to check that the land has been subdivided with the consent of the Council.

District Planning

Under the Greater Sydney Regional Plan – A Metropolis of Three Cities 2018, the Greater Sydney Commission sets a planning framework for a metropolis of three cities across Greater Sydney which reach across five Districts. Northern Beaches is located within the 'Eastern Harbour City' area and is in the North District which forms a large part of the Eastern Harbour City. The North District Plan sets out planning priorities and actions for the growth of the North District, including Northern Beaches. Northern Beaches Council's Local Strategic Planning Statement gives effect to the District Plan based on local characteristics and opportunities and Council's own priorities in the community. The Local Strategic Planning Statement came into effect on 26 March 2020.

Council Resolution To Amend Environmental Planning Instrument

The following instrument or resolution of Council proposes to vary the provisions of an environmental planning instrument, other than as referred to in the Planning Certificate – Part 2:

Planning Proposal - rezone deferred land within the Oxford Falls Valley & Belrose North area

Applies to land: Land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 and land zoned E4 Environmental Living under WLEP 2011 at Cottage Point (Boundaries identified within the Planning Proposal)

Outline: Amends WLEP 2000 and WLEP 2011 to:

- Transfer the planning controls for land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 into the best fit zones and land use controls under WLEP 2011
- Rezone the majority of the subject land to E3 Environmental Management under WLEP 2011
- Rezone smaller parcels of land to E4 Environmental Living, RU4 Primary Production Small Lots, SP2 Infrastructure, SP1 Special Activities, R5 Large Lot Residential and R2 Low Density Residential under WLEP 2011
- Include various parcels of land as having additional permitted uses under Schedule 1 of WLEP 2011

Council resolution: 24 February 2015

Additional Information Applying To The Land

Additional information, if any, relating to the land the subject of this certificate:

Nil

General Information

Threatened Species

Many threatened species identified under the *Biodiversity Conservation Act 2016* (NSW) and Environment Protection and Biodiversity Conservation Act 1999 (Commonwealth) are found within the former Local Government Area of Warringah (now part of Northern Beaches). Council's Natural Environment unit can be contacted to determine whether any site specific information is available for this property. Records of threatened flora and fauna are also available from the NSW Office of

Environment and Heritage's Atlas of NSW Wildlife database: <http://www.bionet.nsw.gov.au>

Potential threatened species could include:

(a) threatened species as described in the final determination of the scientific committee to list endangered and vulnerable species under Schedule 1 of the *Biodiversity Conservation Act 2016*, and/or

(b) one or more of the following threatened ecological communities as described in the final determination of the scientific committee to list the ecological communities under Schedule 2 of the *Biodiversity Conservation Act 2016*:

- Duffys Forest Ecological Community in the Sydney Basin Bioregion
- Swamp Sclerophyll Forest on Coastal Floodplain
- Coastal Saltmarsh of the Sydney Basin Bioregion
- Swamp Oak Floodplain Forest
- Bangalay Sand Forest of the Sydney Basin Bioregion
- Themeda grasslands on Seacliffs and Coastal Headlands
- Sydney Freshwater Wetlands in the Sydney Basin Bioregion
- Coastal Upland Swamp in the Sydney Basin Bioregion
- River-Flat Eucalypt Forest on Coastal Floodplains of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions

Bush fire

Certain development may require further consideration under section 79BA or section 91 of the Environmental Planning and Assessment Act 1979, and section 100B of the Rural Fires Act, 1997 with respect to bush fire matters. Contact NSW Rural Fire Service.

Aboriginal Heritage

Many Aboriginal objects are found within the Local Government Area. It is prudent for the purchaser of land to make an enquiry with the Office of Environment and Heritage as to whether any known Aboriginal objects are located on the subject land or whether the land has been declared as an Aboriginal place under the *National Parks and Wildlife Act 1974* (NSW). The carrying out of works may be prevented on land which is likely to significantly affect an Aboriginal object or Aboriginal place. For information relating to Aboriginal sites and objects across NSW, contact: Aboriginal Heritage Information Management System (AHIMS) on (02) 9585 6345 or email AHIMS@environment.nsw.gov.au. Alternatively visit

<http://www.environment.nsw.gov.au/licences/AboriginalHeritageInformationManagementSystem.htm>.

Coastal Erosion

Information available to Council indicates coastal erosion may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps of the Warringah coastline. Council's Natural Environment Unit can be contacted for further information.



Ray Brownlee PSM
Chief Executive Officer

18/01/2022



Revenue

Enquiry ID	3646773
Agent ID	81429403
Issue Date	19 Jan 2022
Correspondence ID	1738950417
Your reference	7116

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S8090/32	Unit 32, 52 THE CRESCENT DEE WHY 2099	\$229 097

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2022 tax year.

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

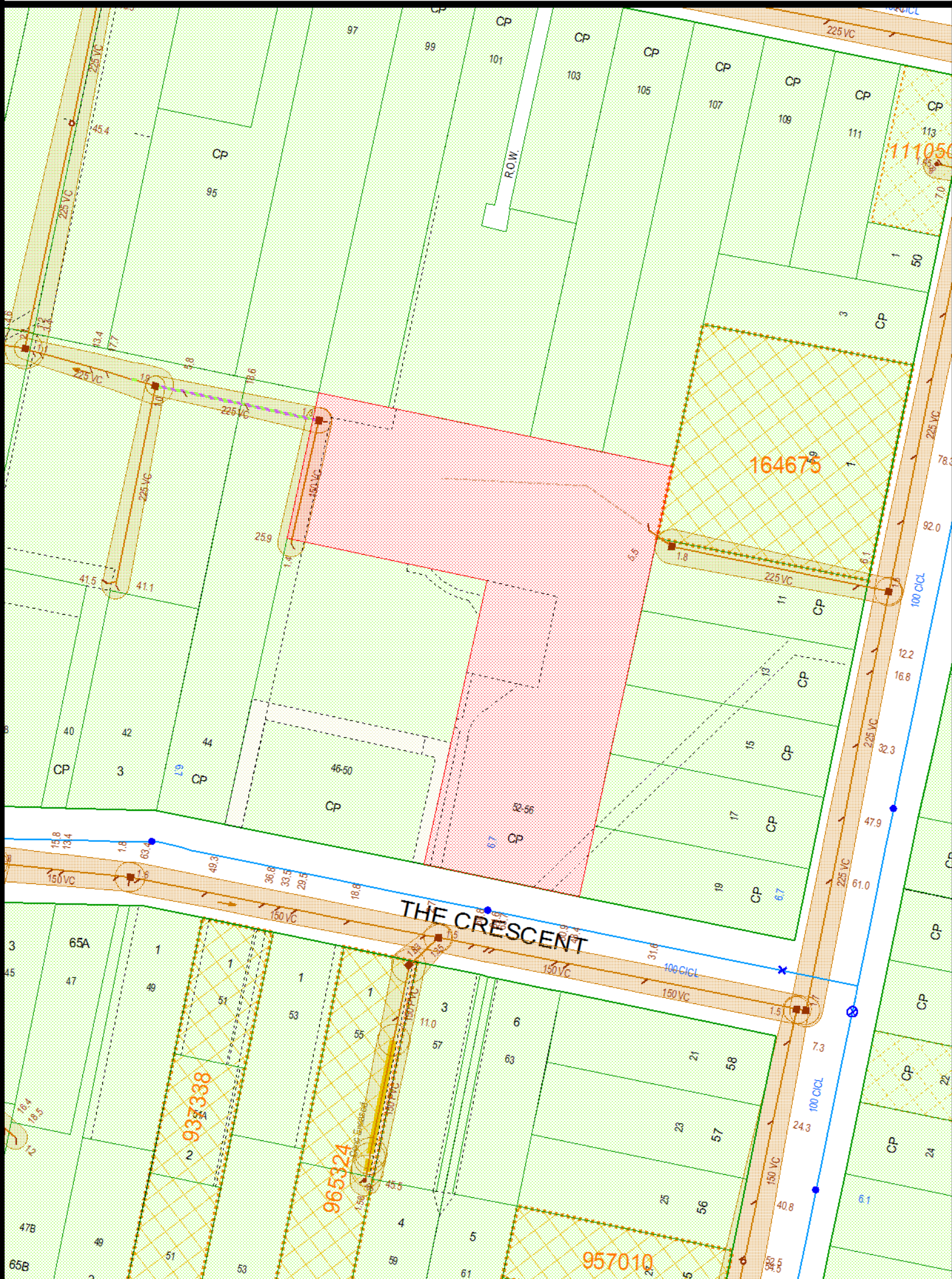


1300 139 816*



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

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



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAMMunicipality of *Warringah*

No. 581871

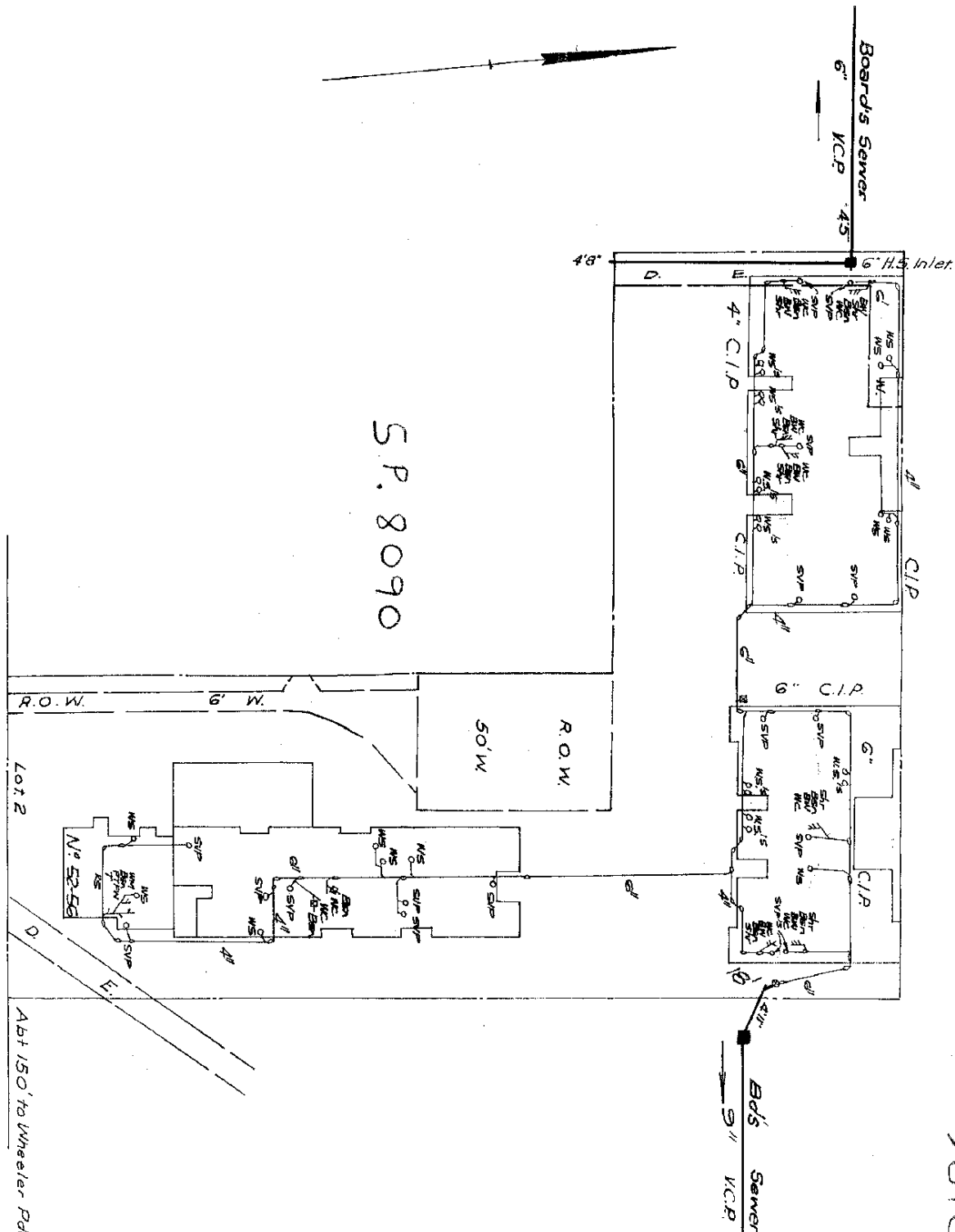
SYMBOLS AND ABBREVIATIONS

□ Boundary Trap	■ R.V. Reflux Valve	I.P. Induct Pipe	Bsn. Basin
□ Pit	○ Cleaning Eye	M.F. Mica Flap	Shr. Shower
▨ G.I. Grease Interceptor	○ Vert. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
▨ Gully	○ V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
▨ P.T. P. Trap	○ S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
▨ R.S. Reflux Sink	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



5818

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

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28-12-73

THE
CRESCENT.

Sheet No 7166
B.T.N.R.