

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 74349101	NSW DAN:
vendor's agent	Morton Wentworth Point 2/21 Hill Road, Wentworth Point 2127		Phone: 0416 932 977 Fax: Ref: Dylan Choe
co-agent			
vendor	ALOK KUMAR RAJVANSI, REKHA RAJVANSI 1 Leigh Place WEST PENNANT HILLS NSW 2125		
vendor's solicitor	Fern Lawyers LEVEL 3 61 MARKET ST SYDNEY NSW 2000		Phone: 02 9098 4778 Fax: Ref: 2020/000651
date for completion	42 days after the contract date (clause 15)		Email: abhinand@fernlawyers.com.au
land	CATANIA 310/18 CORNICHE DR WENTWORTH POINT NSW 2127		
(Address, plan details and title reference)	LOT 174 IN STRATA PLAN 86978 174/SP86978		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
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 type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input 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 type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
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

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

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2020/000651

74349101

vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

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*
(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 *RW rate* (residential withholding rate): \$

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

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

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

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

List of Documents

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

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

Bright & Duggan

Email: customercare@bright-duggan.com.au

Address: 37-43 Alexander Street, Crows Nest NSW 2065

Ph: (02) 9902 7100

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.

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- 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*.

CONDITIONS OF SALE BY AUCTION

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

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

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
 - (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
 - (2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
-

- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

- (a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

SPECIAL CONDITIONS

1. Without in any matter negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity if this special condition had not been included, it is agreed that:-
 - (a) if either party (or any of them, if more than one) shall die or become mentally ill or insane or protected or incapable person within the meaning of the New South Wales Mental Health Act, 1958, as amended, then either party may, by notice in writing to the other party or his solicitor named herein, rescind this Contract, whereupon the provisions of Clause 19 hereof shall apply; or
 - (b) if either party (or any of them, if more than one) shall be declared bankrupt or commit an act of bankruptcy or enter into any scheme or arrangement or make any assignment for the benefit of creditors or being a Company shall resolve to go into liquidation or have an application for its winding up filed in any Court of competent jurisdiction or enter into any scheme for arrangement or assignment or composition for the benefit of creditors or have an official manager or receiver appointed over the whole or part of its assets or undertaking;
then the party shall be deemed to be in default hereunder and the other party, by notice in writing to the party's Solicitor named herein, terminate this Contract. If the contract is terminated by the Vendor as a consequence of the Purchaser's default herein, the Vendor is entitled to the deposit paid hereunder.
2. For the purposes of Clause 4.2 hereof, the Purchaser acknowledges that the information required for the form of transfer is disclosed in this Contract and the Purchaser must not request the Vendor to provide any information pertaining thereto.
3. The Purchaser warrants that he was not introduced to the Vendor or to the Property by any agent or employee of an agent (other than the Agent named herein, if any) and the Purchaser agrees to and shall indemnify and keep indemnified the Vendor in respect of the payment of any commission or costs or expenses incurred by the Vendor as a consequence of any such breach of warranty. This special condition shall not merge on completion but shall ensue thereafter for the benefit of the Vendor.
4. The purchaser acknowledges to the Vendor:-
 - (a) That he does not rely upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as are expressly provided herein but has relied entirely upon his own enquiries and inspection of the property;
 - (b) That this Contract comprises all of the terms and conditions of the contract between the Vendor and the Purchaser for the sale of the property;
 - (c) That the Purchaser has satisfied himself as to the approved and capable use and condition of the property; and
 - (d) That the Property and the Inclusions are sold with all faults and defects, if any, whether latent or patent and subject to all infestation and dilapidation and that he has acquainted himself with the state and condition of the property (including any buildings and improvements thereon and the furnishings and chattels, if any) and has satisfied himself on all matters pertaining thereto.

The Purchaser shall not be entitled to make any requisition or claim for compensation in relation to or arising out of the state of repair or condition of the property and its Inclusions or its suitability for any purpose or require the Vendor to carry out any work or repairs in respect of the property or the Inclusions.

5. For the purposes of this Contract, Clauses 1 to 29 of the Printed Form of Contract are amended as follows:-
 - (a) Clause 1 Amend definition of "Depositholder" to read "vendor's agent (or if no vendor's agent is named in this contract, the deposit is to be held in the purchaser's solicitors trust account".
 - (b) Clause 2.9 Add the words "The Purchaser shall within 5 days from the date hereof provide the deposit holder with his tax file number. In this regard, time shall be of the essence. If the Purchaser fails to provide his tax file number as aforesaid, then all the interest earned on such investment of the deposit shall be paid solely to the Vendor. If any dispute arises in respect of the deposit and/ or the interest earned thereon, the deposit holder may pay the same into the Supreme Court of New South Wales thereafter the deposit holder shall be released from all liability in respect thereof".
 - (c) Clause 5.1 Delete the words "if is a general question about the property or title" and substitute the words, "it relates to the titles of the property" in lieu thereof.
 - (d) Clause 7.1.1 Delete the whole of this subclause.
 - (e) Clause 8.1 Delete the words "on reasonable grounds".
 - (f) Clause 10.1 Delete the word "substance" wherever appearing and insert in lieu thereof the word, "existence".
 - (g) Clause 10.2 Add the words "make a claim, requisition" after the word "rescind".
 - (h) Clause 11.1 Add the words "from any statutory authority or adjoining owner at the end of the Clause.
 - (i) Clause 14.4.2 Delete.
 - (j) Clause 16.5 Delete the words, "plus another 20% of that fee".
 - (k) Clause 16.8 Amend to read "bank" in lieu of "settlement" and "\$5" in lieu of "\$10".
 - (l) Clause 23.13 Delete the word "vendor" and replace with the word "purchaser".
 - (m) Clause 23.14 Delete.
 - ~~(n) Clause 23.15 Delete.~~
 - (o) Clause 24.1 Delete.
 - (p) Clause 25.1.1 Delete the words, "qualified, limited, or".
 - (q) Clause 25.1.2 Delete.
 - (r) Clause 25.7 Delete.

- (s) Clause 24.3.2 Delete the whole of this subclause.
- (t) Clause 20.6.5 Delete the whole of this subclause and insert in lieu thereof the following subclause:-
A document under or relating to this contract is served on a party if it is addressed to and sent by facsimile transmission to that party's solicitor and such document shall be deemed to have been received by such party and such party's solicitor on the date when such transmission has been completed except where the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission shall be deemed not to have been sent or received by such party or such party's solicitor or the time of despatch is not before 5.00pm. on a day in which business is generally carried on in the place to which such document is sent, in which case, the document shall be deemed to have been received by such party and such party's solicitor on the next business day following the date when such transmission has been completed.
- (u) Clause 30.1.2 Delete.

6. The parties acknowledge that for the purposes of Clause 15 hereof, fourteen (14) days from the date of service of such Notice to Complete shall be a reasonable time in all the circumstances in which to require completion of this contract and such time shall be of the essence of this Contract. If the Vendor served such a Notice to Complete upon the Purchaser, he shall be entitled to withdraw such a Notice at any time prior to the expiry of the said fourteen days and thereafter to further serve a Notice to Complete upon the Purchaser.
7. The Vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is effected. The Vendor shall not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any rate, tax or outgoing and shall be entitled to serve a Notice to Complete on the Purchaser notwithstanding that, at the time such notice is served or at any time thereafter, there is a charge on the property for any rate, tax or outgoing.
8. If completion of this Contract does not occur on or before the completion date as a result of the breach or default of the Purchaser, the Vendor, being ready, willing and able to complete on the completion date, shall be entitled to recover from the Purchaser the following liquidated damages which are payable on completion:-
 - (a) Interest on the balance of the purchase price at the rate of 12% per annum, calculated at a daily rate from the completion date to the actual date of completion, to compensate the Vendor for the delay; and
 - (b) The sum of \$330.00 to cover legal costs and other expenses incurred as a consequence of the delay (which is a genuine pre-estimate of those additional expenses) to be allowed by the Purchaser to the Vendor.

The Purchaser shall not be entitled to require the Vendor to complete this Contract unless such liquidated damages are paid to the Vendor on completion and it is an essential term of this Contract that such liquidated damages be so paid. The Purchaser need not pay any such interests for the period where the delay is caused solely by the Vendor.

9. Notwithstanding any provisions to the contrary, in the event that the Vendor is purchasing another real property, it is agreed between the parties that the deposit shall be released to the Vendor forthwith for use by him as a deposit on his proposed purchase and/or for the payment of stamp duty and/or land tax. The Purchaser hereby irrevocably authorises the deposit holder to release the deposit to the Vendor forthwith upon the receipt by the deposit holder of a written request for such release from the Vendor or his solicitor, stating particulars of the proposed purchase.
10. Notwithstanding any provisions to the contrary, the parties expressly agree that any claim by the Purchaser, whether under Clause 7 herein or otherwise, shall be deemed to be a requisition for the purposes of Clause 8 herein.
11.
 - (a) The parties acknowledge that the Vendor requires payment of a deposit of 10% of the purchase price to be paid as an earnest in performance of the Purchaser's obligation to comply with all the terms and conditions of the contract and to pay the balance of the purchase price on completion.
 - (b) In the event that the Purchaser has requested the Vendor to accept payment of the 10% deposit by instalments as set out below and in the event that the Vendor has agreed to the Purchaser's request to pay the deposit by instalments, then the Purchaser must pay the 10% deposit as follows:
 - (1) As to 5% of the Sale Price on the Contract date; and
 - (2) As to the balance of the 10% deposit on the earlier of:
 - (i) The Completion Date; or
 - (ii) The day upon which the Vendor serves a written demand for payment, provided that the Vendor will not make such demand unless, in the opinion of the Vendor, the Purchaser is in default of the performance of any of its obligations under this Contract.

Time is of the essence in respect of the Purchaser's payment obligations in connection with his condition.

12. If a Survey Report and/or Building Certificate are attached hereto, the Purchaser acknowledges that he has perused such documents prior to entering into this Contract. The Vendor does not warrant the accuracy or completeness of such documents and the Purchaser shall not be entitled to make any requisition or claim for compensation in respect to anything disclosed in the said documents omitted therefrom.
13. In the event that the improvements on the Property include a swimming pool and/or a spa, the Vendor does not warrant that the swimming pool and/or spa complies with the requirements imposed by the Swimming Pools Act, 1992 and the regulations prescribed

under the Act. The Purchaser agrees that after completion, he will comply with the requirements of the Act and the regulations prescribed thereunder relating to access of the swimming pool and the erection of any requisite child-proof safety fencing and the erection of the prescribed warning notices. The Vendor will not be obliged to comply with any notices whether they are issued before or after the date of this contract. The Purchaser shall not be entitled to make any objection, requisition or claim for compensation in this regard with respect to the swimming pool and/or spa. This special condition shall not merge on completion but shall ensure for the benefit of the Vendor.

14. Requisitions on Title pursuant to Clause 5 herein must be in the form of the Requisitions on Title 2011 of the Law Society of New South Wales attached herein PROVIDED HOWEVER that nothing in this special condition shall prohibit the Purchaser from making additional and appropriate requisitions on title within the time limits stipulated in Clause 5 herein.
15.
 - a. In the event that the Purchaser does not serve the form of Transfer on the Vendor's solicitors within the time stipulated in Clause 4.1 herein, the Purchaser shall pay the Vendor the sum of \$165.00 for the costs incurred by the Vendor in attending to the urgent execution of the Transfer.
 - b. In the event that the Purchaser cancels or postpones settlement of the sale within 2 hours of the prearranged / appointed time or at any time thereafter, the Purchaser shall pay the Vendor a cancellation fee of \$200.00.

The Purchaser shall not be entitled to require the Vendor to complete this Contract unless such cancellation fee and / or costs are paid to the Vendor on completion and it is an essential term of this Contract that such cancellation fee and /or costs be so paid.
16. Unenforceability of a provision of this Contract does not affect the enforceability of any other provisions in this Contract. In the event of any conflict between the provisions of these special conditions and the printed Clauses of this Contract, these special conditions shall apply.
17.
 - a. In this contract, the word "Bond" means the 10% Deposit Power Bond issued to the Vendor at the request of the Purchaser by the guarantor named in the Bond.
 - b. The delivery of the Bond no later than the time the deposit is required to be paid under this contract to the Depositholder shall, to the extent of the amount guaranteed under the Bond, be deemed to be payment of the Deposit in accordance with this contract.
 - c. On completion of this contract, the Purchaser shall pay to the Vendor, in addition to all other moneys payable under this contract, the amount stipulated in the Bond by way of an unendorsed bank cheque.
 - d. If the Vendor serves on the Purchaser, a notice of termination under Clause 9 of the contract, then to the extent that the amount had not already been paid by the Guarantor under the Bond, the Purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the Depositholder.
 - e. The Vendor acknowledges that payment by the Guarantor under the Bond shall, to the extent of the amount paid, satisfy the Purchaser's obligation to pay the deposit under the previous paragraph.
18.
 - a. The provisions of this clause apply if the purchaser is a corporation other than a public company listed on an Australian stock exchange.
 - b. For the purposes of this contract, Guarantor means any person who has signed this contract either as a director of the corporate purchaser or as guarantor.
 - c. In consideration of the vendor entering this contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the vendor the payment of all money payable by the purchaser under this contract and the performance of all the purchaser's other obligations under this contract.
 - d. The Guarantor indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default or attempted breach or default by the purchaser of its obligations under this contract and must pay on demand any money due to the vendor under this indemnity.
 - e. The Guarantor is jointly and severally liable with the Purchaser to the Vendor for the Purchaser's performance of its obligations under this contract and any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this contract, or the termination of this contract by the Vendor.
 - f. Until the Vendor has received all their obligations under this contract, and the Purchaser and the Guarantor have performed all their obligations under this contract, neither the Purchaser nor the Guarantor may:

- i. claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up or bankruptcy of a person liable jointly with the Purchaser or Guarantor; or
- ii. prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the vendor unless the amount the vendor is entitled to will not be reduced as a result.

g. The Guarantor must pay the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this clause.

h. The Guarantor's obligations are not affected if:

- i. the Vendor releases or enters into a composition with the Purchaser;
- ii. a payment made to the Vendor is later avoided; or
- iii. the Vendor assigns or transfers the benefit of this contract.

i. If the Vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the Guarantor's obligations under this clause.

j. The Guarantor's obligations under this contract are not released, discharged or otherwise affected by:

- i. the grant of any time, waiver, covenant not to sue or other indulgence;
- ii. the release (including a release as part of a novation) or discharge of any person;
- iii. an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;
- iv. An extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
- v. any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
- vi. payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
- vii. the winding-up of the Purchaser; or
- viii. the death of the Guarantor.

k. The Guarantor guarantees to the Vendor the payment of all money by the Purchaser on the dates specified in the contract and the Guarantor must pay that money to the Vendor on the due dates if required by the Vendor irrespective of whether the contract has been completed or title has been transferred to the purchaser provided that upon payment the Vendor will transfer the property to the Purchaser in accordance with this contract.

l. If there is more than one Guarantor, the obligations and indemnities provided by the Guarantor under this clause, apply jointly and severally to each and every Guarantor.

19. Each of the persons who execute this Contract on behalf of a company defines by the Corporations Act 2001 warrants that:-

- a. The company has been duly incorporated and if the company is not so incorporated, warrants and covenants that he / she / they will be personally liable under this contract, both jointly and severally, as if each of them have been named in the Contract;
- b. He / she / they have the authority to bind the company and in the absence of such authority warrants and covenants that he / she / they will be personally liable under this contract, both jointly and severally, as if they had been named in this Contract as Purchasers;
- c. the Contract has been duly executed pursuant to section 127 of Corporations Act 2001 and if the Contract is not so executed warrants and covenants that he / she / they will be personally liable under this contract, both jointly and severally, as if each of them have been named in this Contract.

20. Notwithstanding Clause 30, if the Purchaser is unable or unwilling to conduct this conveyance as an electronic transaction via the PEXA platform, the Purchaser will pay to the Vendor the sum of \$350 plus GST as reimbursement of the Vendor's additional conveyancing expenses.

21. The purchaser and their solicitors acknowledge that the dealings located on title 1/270113 are annexed to this contract electronically only. These documents may be accessed by clicking the following [link](#) or visiting:

<https://www.dropbox.com/s/p2mhixpmj8jbwac/Community%20Association%20Dealings.pdf?dl=0>

22. The purchaser and their solicitors undertake not to make any requisitions, claims or objections in relation to these dealings after exchange. On exchange the purchaser acknowledges that the vendor has made full disclosure in relation to the dealings and cannot hold up settlement or make a claim in future in relation to those dealings.

23. The purchaser and vendor agree that contracts may also be exchanged electronically by emailing a signed copy of page 1 of this contract to the other party. The original copy is to be posted to the respective parties within 3 business days of the date of exchange.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

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

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?
 - (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.

Survey and building

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

- (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
- 16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
- 17. In relation to any swimming pool on the property or the parcel:
 - (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* and *Local Government Act 1993*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
 - (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

- 19. In respect of the property and the common property:
 - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass of them?

Owners corporation management

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

- 25. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.

26. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
27. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979 as amended

**Leap Searching
DX 578
SYDNEY**

Certificate No: 2020/5971
Fee: \$53.00
Issue Date: 5 November 2020
Receipt No: 6160281
Applicant Ref: 2020/000651:136938

DESCRIPTION OF LAND

Address: 310/18 Corniche Drive
WENTWORTH POINT NSW 2127

Lot Details: Lot 174 SP 86978

SECTION A

The following Environmental Planning Instrument to which this certificate relates applies to the land:

Sydney Regional Environmental Plan No. 24 - Homebush Bay Area.

For the purpose of **Section 10.7(2)** it is advised that as the date of this certificate the abovementioned land is affected by the matters referred to as follows:

Contact us:

council@cityofparramatta.nsw.gov.au | 02 9806 5050
@cityofparramatta | PO Box 32, Parramatta, NSW 2124
ABN 49 907 174 773 | cityofparramatta.nsw.gov.au

The land is zoned: DM Deferred Matters -SREP No 24-Homebush Bay Area

Deferred Matter – Refer to Sydney Regional Environmental Plan No.24 – Homebush Bay Area

The land is a deferred matter under Auburn Local Environmental Plan 2010. The zoning and land use provisions of Sydney Regional Environmental Plan No.24 – Homebush Bay Area apply to this land.

Sydney Regional Environmental Plan No.24 – Homebush Bay Area may be obtained via the internet from www.legislation.nsw.gov.au.

SECTION B

State Policies and Regional Environmental Plans

The land is also affected by the following State Environmental Planning Policies (SEPP) and Regional Environmental Plans (SREP):

State Environmental Planning Policy (SEPP) No.19 - Bushland in Urban Areas
State Environmental Planning Policy (SEPP) No.21 - Caravan Parks
State Environmental Planning Policy (SEPP) No.33 -Hazardous and Offensive Development
State Environmental Planning Policy (SEPP) No.55 - Remediation of Land
State Environmental Planning Policy (SEPP) No.64 - Advertising and Signage
State Environmental Planning Policy (SEPP) No.65 – Design Quality of Residential Flat Development.
State Environmental Planning Policy (SEPP) No.70 -Affordable Housing (Revised Schemes)
State Environmental Planning Policy (SEPP) (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (SEPP) (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (SEPP) (State Significant Precincts) 2005
State Environmental Planning Policy (SEPP) (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (SEPP) (Infrastructure) 2007
State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (SEPP) (Affordable Rental Housing) 2009
State Environmental Planning Policy (SEPP) (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy (SEPP) (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (SEPP) (Concurrences) 2018
State Environmental Planning Policy (SEPP) (Primary Production and Rural Development) 2019

Sydney Regional Environmental Plan (SREP) – (Sydney Harbour Catchment) 2005

DRAFT State Environmental Planning Policy to amend State Environmental Planning Policy (SEPP) (Sydney Region Growth Centres) 2006 – Amendment to include the Greater Parramatta Priority Growth Area as a Growth Centre

DRAFT State Environmental Planning Policy (Draft SEPP) – Environment

N.B. All enquiries as to the application of Draft State Environmental Planning Policies should be directed to The NSW Department of Planning, Industry and Environment.

Draft Local Environmental Plan

The land is not affected by a Draft Local Environmental Plan which has been placed on Public Exhibition and has not yet been published.

Development Control Plan

The land is affected by the Homebush Bay West DCP 2004 and associated amendments.

The land is affected by the Homebush Bay West Development Control Plan: Volume 2 (Public Domain Strategy) - effective from 26 October 2006.

The Minister for Planning has issued directions that provisions of an EPI do not apply to certain Part 4 development where a concept plan has been approved under Part 3A.

Development Contribution Plan

The Auburn Development Contributions Plan 2007.

Heritage Item/Heritage Conservation Area

The land has not been identified as containing an item of environmental heritage significance under the provisions of Sydney Regional Environmental Plan No. 24 – Homebush Bay Area.

The land is not located within a Heritage Conservation Area under the provisions of Sydney Regional Environmental Plan No. 24 – Homebush Bay Area.

Road Widening

The land is not affected by road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993.
- (b) Any Environmental Planning Instrument.
- (c) Any Resolution of Council.

Land Reservation Acquisition

The land is not affected by Land Reservation Acquisition in the Sydney Regional Environmental Plan No. 24 – Homebush Bay Area.

Site Compatibility Certificate (Seniors Housing, Infrastructure and Affordable Rental Housing)

At the date of issue of this certificate Council is not aware of any

- a. Site compatibility certificate (affordable rental housing),
- b. Site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments),
- c. Site compatibility certificate (seniors housing)

in respect to the land issued pursuant to the Environmental Planning & Assessment Amendment (Site Compatibility Certificates) Regulation 2009 (NSW).

Contamination

Matters contained in Clause 59(2) as amended in the Contaminated Land Management Act 1997 – as listed:

Clause 59(2)(a) - is the land to which the certificate relates is significantly contaminated land?

NO

Clause 59(2)(b) - is the land to which the certificate relates is subject to a management order?

NO

Clause 59(2)(c) - is the land to which the certificate relates is the subject of an approved voluntary management proposal?

NO

Clause 59(2)(d) - is the land to which the certificate relates is subject to an ongoing maintenance order?

NO

Clause 59(2)(e) - is the land to which the certificate relates is the subject of a site audit statement?

NO

Tree Preservation

The land is a deferred matter under Auburn Local Environmental Plan 2010 and the applicant should refer to Sydney Regional Environmental Plan No. 24 - Homebush Bay Area on www.legislation.nsw.gov.au.

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

Coastal Protection

Has the owner (or any previous owner) of the land been 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)?

NO

Council Policy

The land is a deferred matter under Auburn Local Environmental Plan 2010 and the applicant should refer to Sydney Regional Environmental Plan No. 24 - Homebush Bay Area on www.legislation.nsw.gov.au.

The land is not affected by a policy that has been adopted by Council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk.

Council has adopted a policy covering the entire City of Parramatta to restrict development of any land by reason of the likelihood of flooding.

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Parramatta. The Policy will restrict the development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Councils website at www.cityofparramatta.nsw.gov.au or from the Customer Service Centre

Council has not been notified of any policies adopted by other public authorities that restrict development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence or other risk.

Council has been notified that the Department of Planning has adopted the New South Wales Coastal Planning Guideline: Adapting to Sea Level Rise (August 2010). The guideline can be viewed at www.planning.nsw.gov.au.

The applicant should also refer to projected sea level rise low, medium and high scenario maps on http://www.ozcoasts.org.au/climate/Map_images/Sydney/mapLevel2.jsp for further information.

Mine Subsidence

The land is not affected by the Coal Mine Subsidence Compensation Act 2017 proclaiming land to be a Mine Subsidence District.

Bushfire Land

The land is not bushfire prone land.

Threatened Species

The Environment Agency Head with responsibility for the Biodiversity Conservation Act 2016 has not advised Council that the land includes or comprises an area of outstanding biodiversity value.

Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

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

Biodiversity stewardship sites

The Chief Executive of the Office of Environment and Heritage has not notified the Council if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

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

Native vegetation clearing set asides

Council has not been notified of the land containing a set aside area under section 60ZC of the Local Land Services Act 2013.

Property vegetation plans

Council has not been notified of the existence of the property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 on the land.

Paper Subdivision information

The land is not subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot. A subdivision order does not apply to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning and Assessment Regulation 2000.

Loose-Fill Asbestos Register

Council has not been notified by NSW Fair Trading of the property being listed on the loose-fill asbestos insulation register maintained by the Secretary of NSW Fair Trading.

Site verification certificates

Council is not aware of whether there is a current site verification certificate in respect of the land.

Affected Building Notices and Building Product Rectification Orders

Council is not aware of whether there is any affected building notice, building product rectification order or notice of intention to make a building product rectification order that is in force in respect of the land.

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

**State Environmental Planning Policy
(Exempt and Complying Development Codes) 2008**

**This does not constitute a Complying Development Certificate under section 4.27 of
the EP&A Act**

This information only addresses matters raised in **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.

It is your responsibility to ensure that you comply with the general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

3. Complying Development

- (1) *The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*
- (2) *The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.*

Housing Code

- (1) or (2) Refer to Sydney Regional Environmental Plan No. 24 – Homebush Bay Area.

Low Rise Housing Diversity Code

- (1) or (2) Refer to Sydney Regional Environmental Plan No. 24 – Homebush Bay Area.

Rural Housing Code

- (1) or (2) Refer to Sydney Regional Environmental Plan No. 24 – Homebush Bay Area.

Housing Alterations Code and Industrial Alterations Code

- (1) or (2) Refer to Sydney Regional Environmental Plan No. 24 – Homebush Bay Area.

General Development Code

- (1) or (2) Refer to Sydney Regional Environmental Plan No. 24 – Homebush Bay Area.

Commercial and Industrial (New Buildings and Additions) Code

- (1) or (2) Refer to Sydney Regional Environmental Plan No. 24 – Homebush Bay Area.

Subdivisions Code

- (1) or (2) Refer to Sydney Regional Environmental Plan No. 24 – Homebush Bay Area.

Demolition Code

- (1) or (2) Refer to Sydney Regional Environmental Plan No. 24 – Homebush Bay Area.

Fire Services Code

- (1) or (2) Refer to Sydney Regional Environmental Plan No. 24 – Homebush Bay Area.

Container Recycling Facilities Code

- (1) or (2) Refer to Sydney Regional Environmental Plan No. 24 – Homebush Bay Area.

- (3) *If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.*

- (3) Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land when a land based restriction applies to the land, but it may not apply to all of the land.

SPECIAL NOTES

The land is a deferred matter under Auburn Local Environmental Plan 2010 and the applicant should refer to Sydney Regional Environmental Plan No. 24 - Homebush Bay Area on www.legislation.nsw.gov.au.

Applicants for Sections 10.7 Certificates are advised that Council does not hold sufficient information to fully detail the effect of any encumbrances on the title of the subject land. The information available to Council is provided on the basis that neither Council nor its servants hold out advice or warrant to you in any way its accuracy, nor shall Council or its servants, be liable for any negligence in the preparation of that information. Further information should be sought from relevant Statutory Departments.

Brett Newman
Chief Executive Officer

per



dated 5 November 2020



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 174/SP86978

SEARCH DATE	TIME	EDITION NO	DATE
5/11/2020	8:42 AM	4	10/12/2018

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

LAND

LOT 174 IN STRATA PLAN 86978
AT WENTWORTH POINT
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

ALOK KUMAR RAJVANSHI
REKHA RAJVANSHI
AS JOINT TENANTS (T AH210639)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP86978
- 2 AN921820 MORTGAGE TO AMP BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP86978

SEARCH DATE	TIME	EDITION NO	DATE
5/11/2020	8:42 AM	6	2/1/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 86978
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WENTWORTH POINT
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF ST JOHN COUNTY OF CUMBERLAND
TITLE DIAGRAM SP86978

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 86978
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- BRIGHT & DUGGAN
PO BOX 281
CROWS NEST
NSW 1585

SECOND SCHEDULE (29 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THIS STRATA PLAN FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS
RECORDED ON REGISTER FOLIO 1/270113
- 3 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912) WITHIN THE
PART(S) SHOWN SO DESIGNATED IN DP270113 - SEE PA40660
- 4 K868355 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED AFFECTING THE PART(S) SHOWN SO
BURDENED IN DP234663
- 5 DP1103120 EASEMENT FOR WATER SUPPLY AND SEWERAGE PURPOSES,
ACCESS AND DRAINAGE VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP266617 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES
APPURTENANT TO THE PART SHOWN SO BENEFITED IN DP270113
- 7 DP268683 EASEMENT FOR SEWERAGE PURPOSES, WATER SUPPLY WORKS,
ACCESS AND DRAINAGE VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP268683 POSITIVE COVENANT AFFECTING THE PART SHOWN SO
BURDENED IN DP270113
- 9 AA377775 EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF
COMMUNICATIONS CABLE APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE LAND IN 1/270320, 14/270113,
CP/SP68885, CP/SP70486 AND CP/SP70487

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP86978

PAGE 2

SECOND SCHEDULE (29 NOTIFICATIONS) (CONTINUED)

- 10 AA801664 EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 SP75645 RIGHT TO PERMIT ROCK ANCHORS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 SP75645 EASEMENT FOR SUPPORT 0.25 METRE(S) WIDE OF RETAINING WALL AND UNDERPINNING APPURTENANT TO THE PART SHOWN SO BENEFITED IN DP270113
- 13 SP75645 EASEMENT: OVER AIRSPACE TO PERMIT CRANES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 SP75866 RIGHT TO PERMIT ROCK ANCHORS APPURTENANT TO THE PART SHOWN SO BENEFITED IN DP270113
- 15 SP75866 EASEMENT: OVER AIRSPACE TO PERMIT CRANES APPURTENANT TO THE PART SHOWN SO BENEFITED IN DP270113
- 16 SP77193 RIGHT TO PERMIT ROCK ANCHORS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17 SP77193 EASEMENT FOR SUPPORT AND UNDERPINNING 1.0 METRE(S) WIDE APPURTENANT TO THE PART SHOWN SO BENEFITED IN DP270113
- 18 SP77193 EASEMENT: OVER AIRSPACE TO PERMIT CRANES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 19 DP270113 EASEMENT FOR SERVICES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 20 DP270113 RIGHT OF FOOTWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 21 DP270113 EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE APPURTENANT TO THE PART SHOWN SO BENEFITED IN DP270113 (DOC.4)
- 22 DP270113 EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2, 3.3 & 5 METRE(S) WIDE (QQ) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.6)
- 23 DP270113 EASEMENT FOR ELECTRICITY PURPOSES 0.93 & 1.5 METRE(S) WIDE (SS) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.6)
- 24 DP270113 EASEMENT FOR SERVICES 14.5 & 15.5 METRE(S) WIDE (VV) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.6)
- 25 DP270113 EASEMENT TO DRAIN WATER 14.5 & 15.5 METRE(S) WIDE (WW) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.6)
- 26 DP270113 RESTRICTION(S) ON THE USE OF LAND (DOC.6)
- 27 DP270113 EASEMENT FOR SERVICES 0.5 METRE(S) WIDE (A2) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.6)
- 28 AM955957 INITIAL PERIOD EXPIRED
- 29 AN970598 CONSOLIDATION OF REGISTERED BY-LAWS

END OF PAGE 2 - CONTINUED OVER

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FOLIO: CP/SP86978

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 86978

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 37	2	- 37	3	- 34	4	- 24
5	- 36	6	- 34	7	- 36	8	- 36
9	- 34	10	- 26	11	- 36	12	- 35
13	- 37	14	- 36	15	- 35	16	- 26
17	- 35	18	- 35	19	- 37	20	- 36
21	- 35	22	- 27	23	- 36	24	- 35
25	- 37	26	- 37	27	- 35	28	- 27
29	- 36	30	- 35	31	- 37	32	- 37
33	- 35	34	- 27	35	- 36	36	- 35
37	- 38	38	- 38	39	- 35	40	- 27
41	- 37	42	- 35	43	- 38	44	- 38
45	- 35	46	- 27	47	- 38	48	- 35
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53	- 22	54	- 34	55	- 36	56	- 26
57	- 26	58	- 34	59	- 35	60	- 32
61	- 26	62	- 34	63	- 36	64	- 26
65	- 26	66	- 35	67	- 35	68	- 32
69	- 26	70	- 35	71	- 36	72	- 26
73	- 27	74	- 35	75	- 36	76	- 32
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173	- 27	174	- 35	175	- 36	176	- 25

END OF PAGE 3 - CONTINUED OVER

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FOLIO: CP/SP86978

PAGE 4

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

STRATA PLAN 86978

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
177	- 37	178	- 35	179	- 36	180	- 27
181	- 35	182	- 36	183	- 25	184	- 37
185	- 35	186	- 37	187	- 27	188	- 34
189	- 37	190	- 37	191	- 35	192	- 37
193	- 27	194	- 35	195	- 37	196	- 35
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241	- 24	242	- 45	243	- 26	244	- 36
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293	- 45	294	- 27	295	- 37	296	- 28
297	- 38	298	- 26	299	- 46	300	- 27
301	- 37	302	- 1	303	- 1	304	- 1
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313	- 1	314	- 1	315	- 1		

NOTATIONS

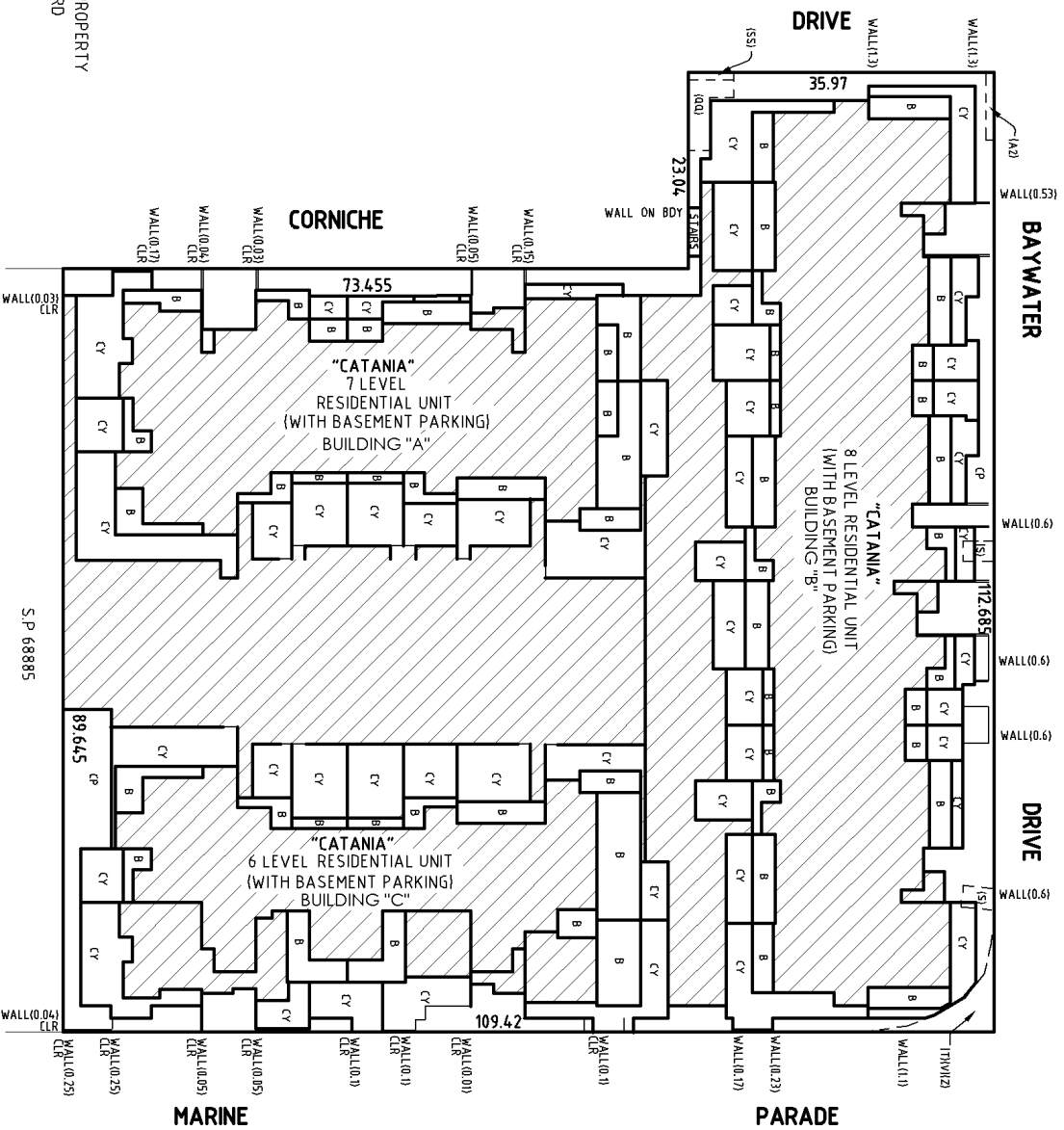
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2020/000651

PRINTED ON 5/11/2020

LOCATION PLAN



- C.P DENOTES COMMON PROPERTY
CY DENOTES COURTYARD
B DENOTES BALCONY
- (S) EASEMENT FOR SEWERAGE PURPOSES, WATER SUPPLY WORKS, ACCESS AND DRAINAGE
VARIABLE WIDTH (VIDE DP268683)
(T) EASEMENT FOR SERVICES VARIABLE WIDTH (DP270113)
(V) RIGHT OF FOOTWAY VARIABLE WIDTH (DP270113)
(Z) EASEMENT FOR WATER SUPPLY AND SEWERAGE PURPOSES, ACCESS
AND DRAINAGE VARIABLE WIDTH (VIDE DP103120)
(A2) EASEMENT FOR SERVICES 0.5 WIDE (DP270113)
(SS) EASEMENT FOR ELECTRICITY PURPOSES 0.93 AND 1.5 WIDE (DP270113)
(OD) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2, 3.3 AND 5 WIDE (DP270113)

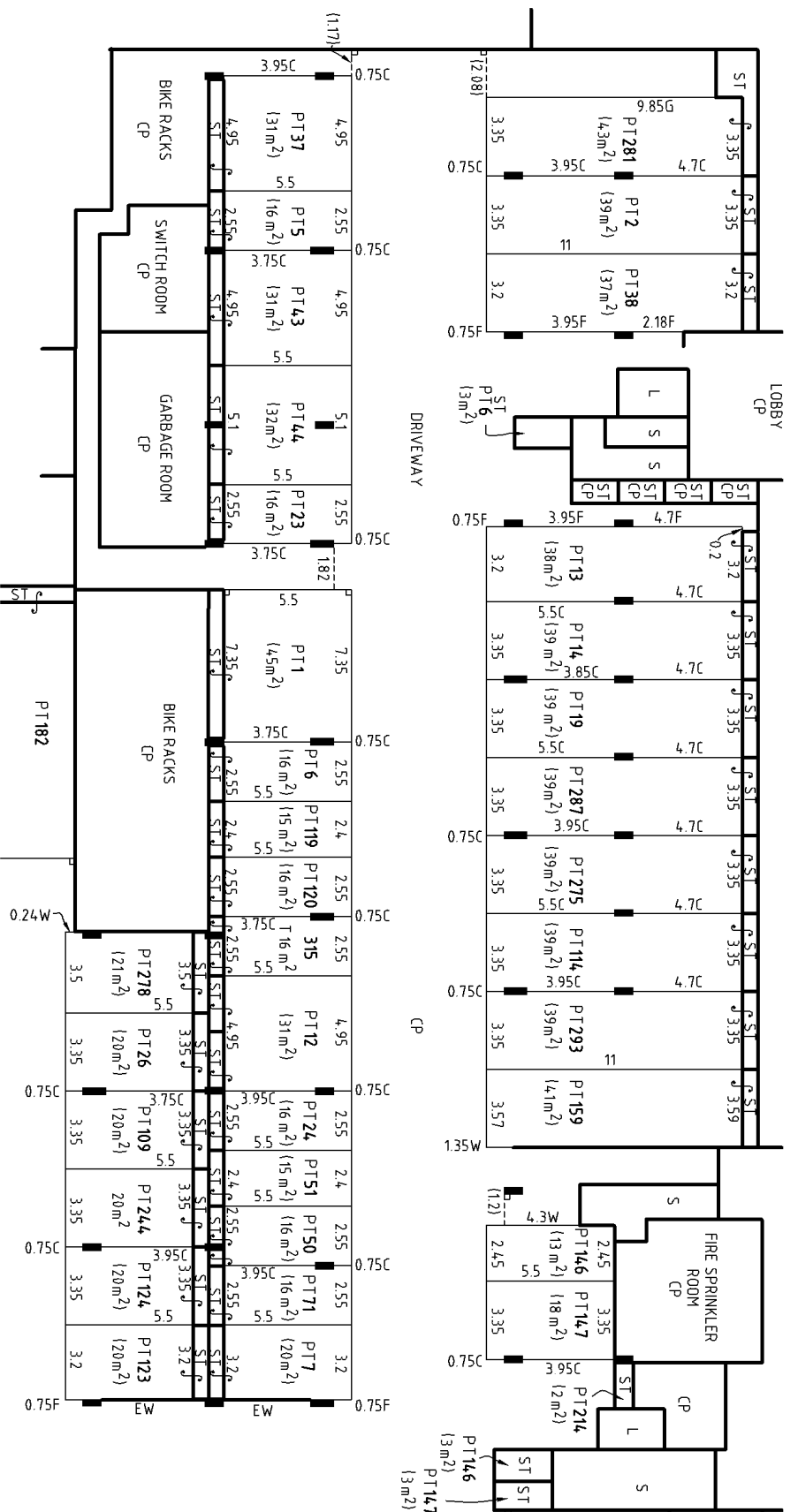
Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 23323-34798SP
Subdivision No: SC1681
Lengths are in metres Reduction Ratio 1:600

Registered:

8.8.2012

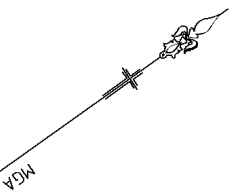
SP86978





"ADJOINS SHEET 5"

"ADJOINS SHEET 3"



- CP DENOTES COMMON PROPERTY
D DENOTES SERVICES DUCT (CP)
L DENOTES LIFT (CP)
S DENOTES STAIRS (CP)
ST DENOTES STORAGE
T DENOTES TOTAL AREA
EW DENOTES RIGHT ANGLE
- G - PROLONGATION OF THE FACE OF STORAGE CAGE
F - PROLONGATION OF THE FACE OF COLUMN
W - PROLONGATION OF THE FACE OF WALL
C - CENTRE OF COLUMN
EW - WESTERN FACE OF CONCRETE KERBS

BASEMENT (CARPARKING)

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: MICHAEL RODERICK LOOKLEY
Surveyor Ref: 23323-34798SP
Subdivision No: SC1681
Lengths are in metres. Reduction Ratio 1:200

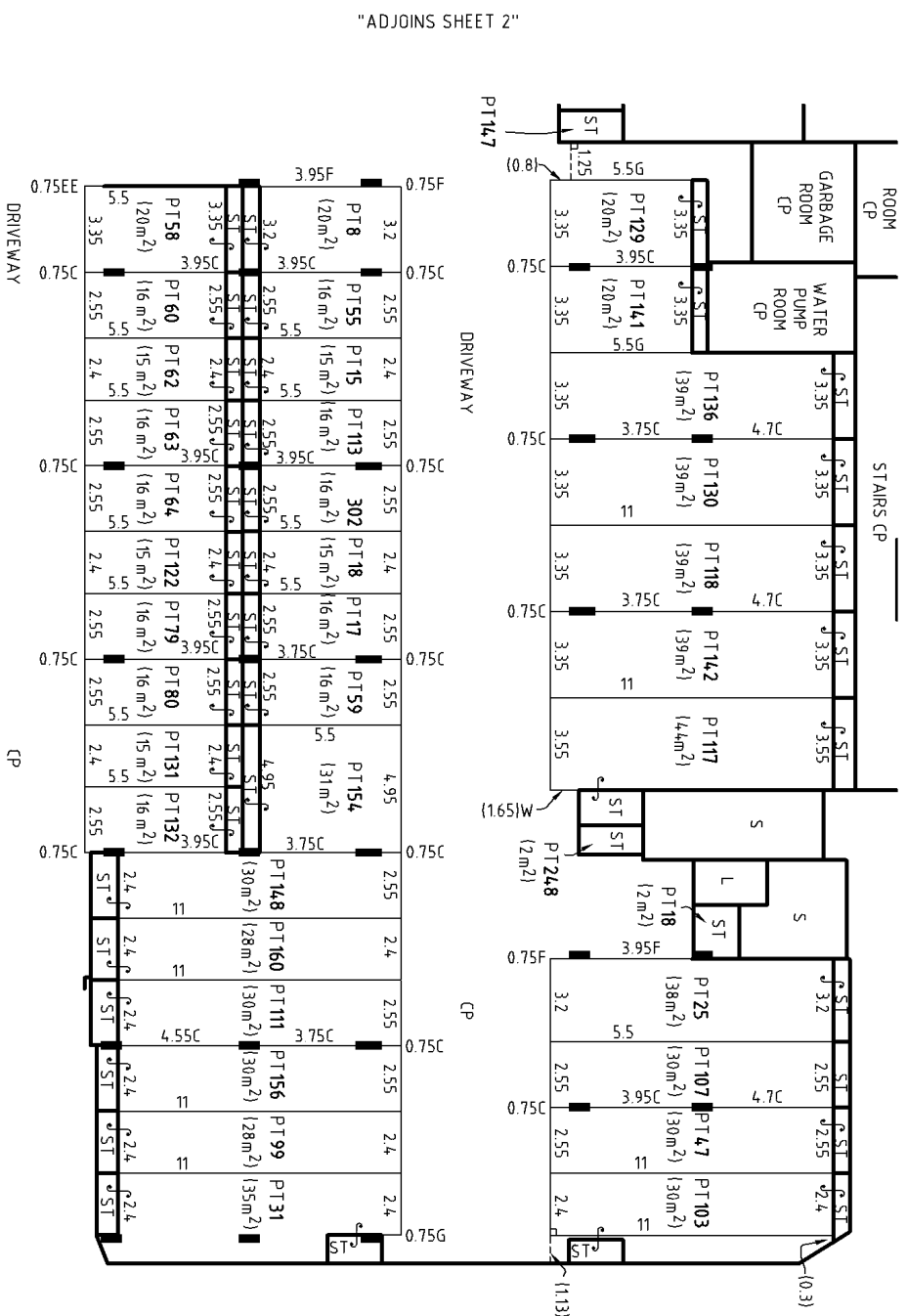


Registered:

8.8.2012

SP86978

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150



BASEMENT (CARPARKING)

- CP DENOTES COMMON PROPERTY
D DENOTES SERVICES DUCT (CP)
L DENOTES LIFT (CP)
S DENOTES STAIRS (CP)
ST DENOTES STORAGE
└ DENOTES RIGHT ANGLE
- G - PROLONGATION OF THE FACE OF STORAGE CAGE
F - PROLONGATION OF THE FACE OF COLUMN
W - PROLONGATION OF THE FACE OF WALL
C - CENTRE OF COLUMN
EE - PROLONGATION OF THE EASTERN FACE OF KERB

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

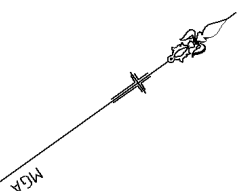
SURVEYOR: MICHAEL RODERICK LOCKLEY

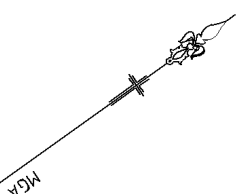
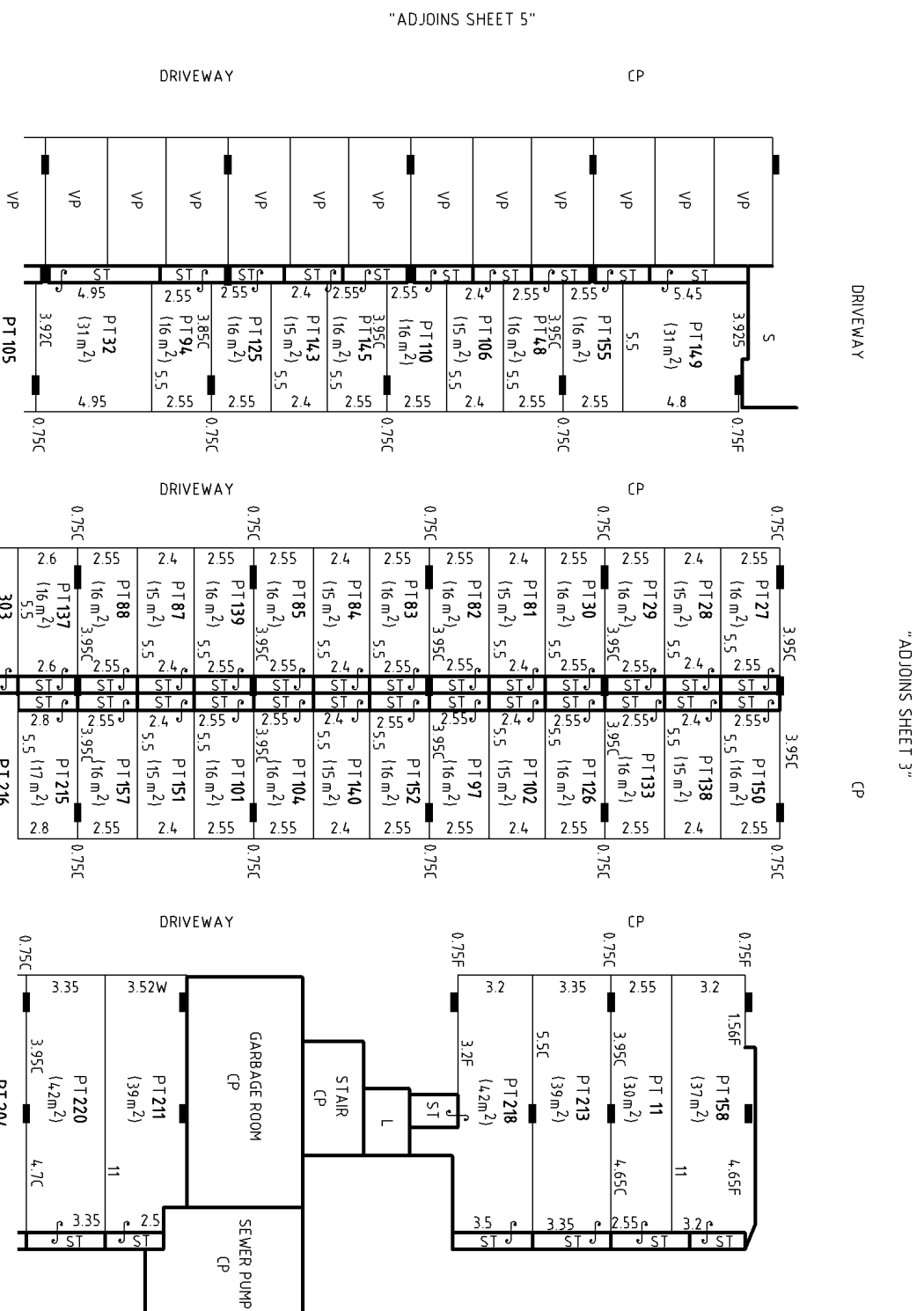
Registered:

Surveyor Ref: 23323-34799SP
Subdivision No: SC1681

8.8.2012

SP86978





"ADJOINS SHEET 7"

"ADJOINS SHEET 3"

"ADJOINS SHEET 5"

CP	DENOTES COMMON PROPERTY	
D	DENOTES SERVICES DUCT (CP)	
L	DENOTES LIFT (CP)	
S	DENOTES STAIRS (CP)	
ST	DENOTES STORAGE	
VP	DENOTES VISITOR PARKING (CP)	
7	DENOTES RIGHT ANGLE	
C	- CENTRE OF COLUMN	F - PROLONGATION OF THE FACE OF COLUMN
		W - PROLONGATION OF THE FACE OF WALL

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

BASEMENT (CARPARKING)

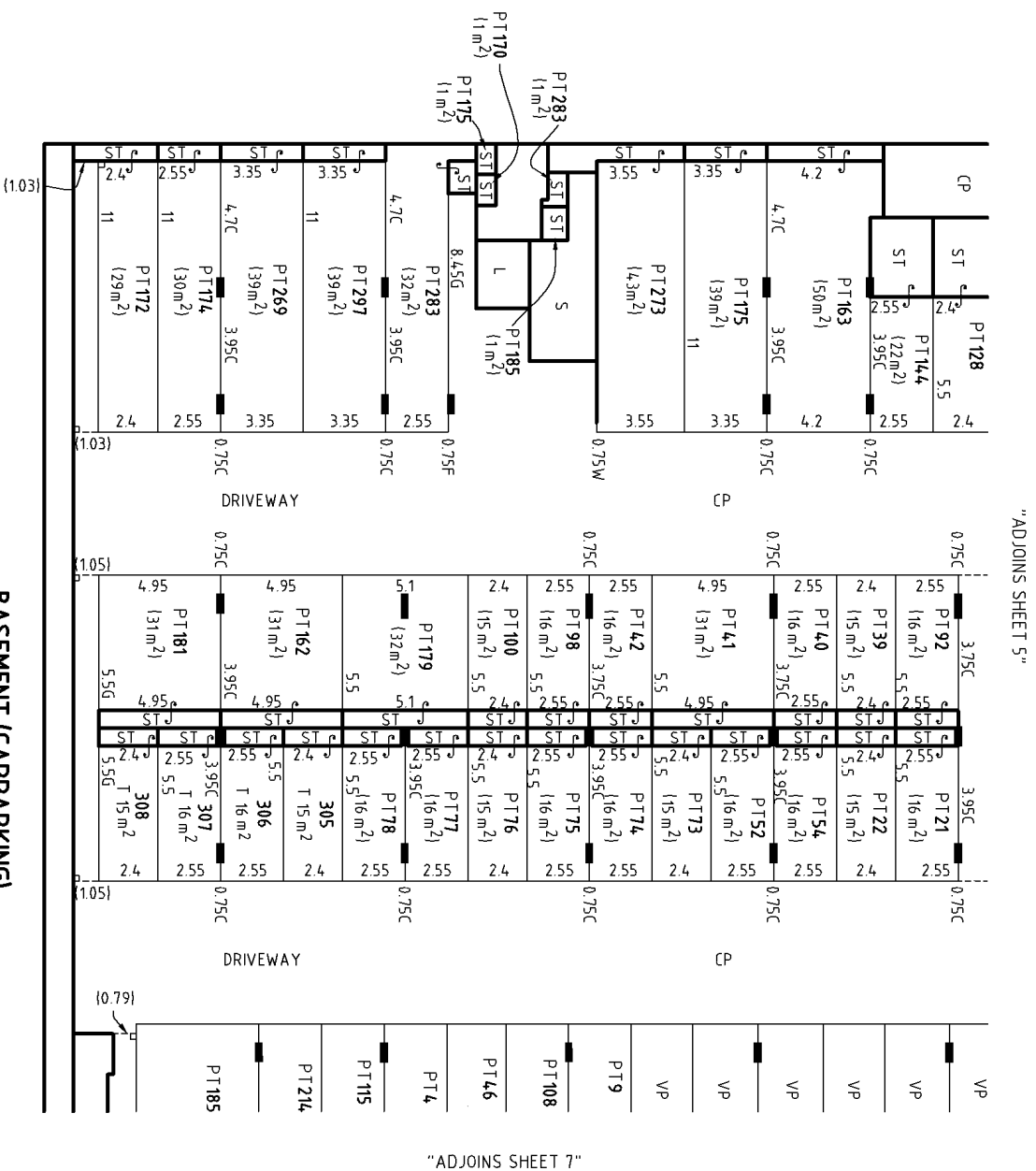
Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 23323-34798SP
Subdivision No: SC1681
Lengths are in metres. Reduction Ratio 1:200

Registered:

8.8.2012

SP86978

SP86978



CP DENOTES COMMON PROPERTY
D DENOTES SERVICES DUCT (CP)
L DENOTES LIFT (CP)
S DENOTES STAIRS (CP)
ST DENOTES STORAGE
T DENOTES TOTAL AREA
VP DENOTES VISITOR PARKING (CP)
DENOTES RIGHT ANGLE

- G - PROLONGATION OF THE FACE OF STORAGE CAGE
- F - PROLONGATION OF THE FACE OF COLUMN
- W - PROLONGATION OF THE FACE OF WALL
- C - CENTRE OF COLUMN

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

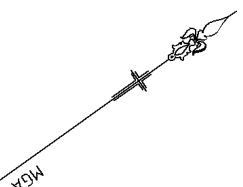
BASEMENT (CARPARKING)

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 23323-34799SP
Subdivision No: SC1681
Lengths are in metres. Reduction Ratio 1:200

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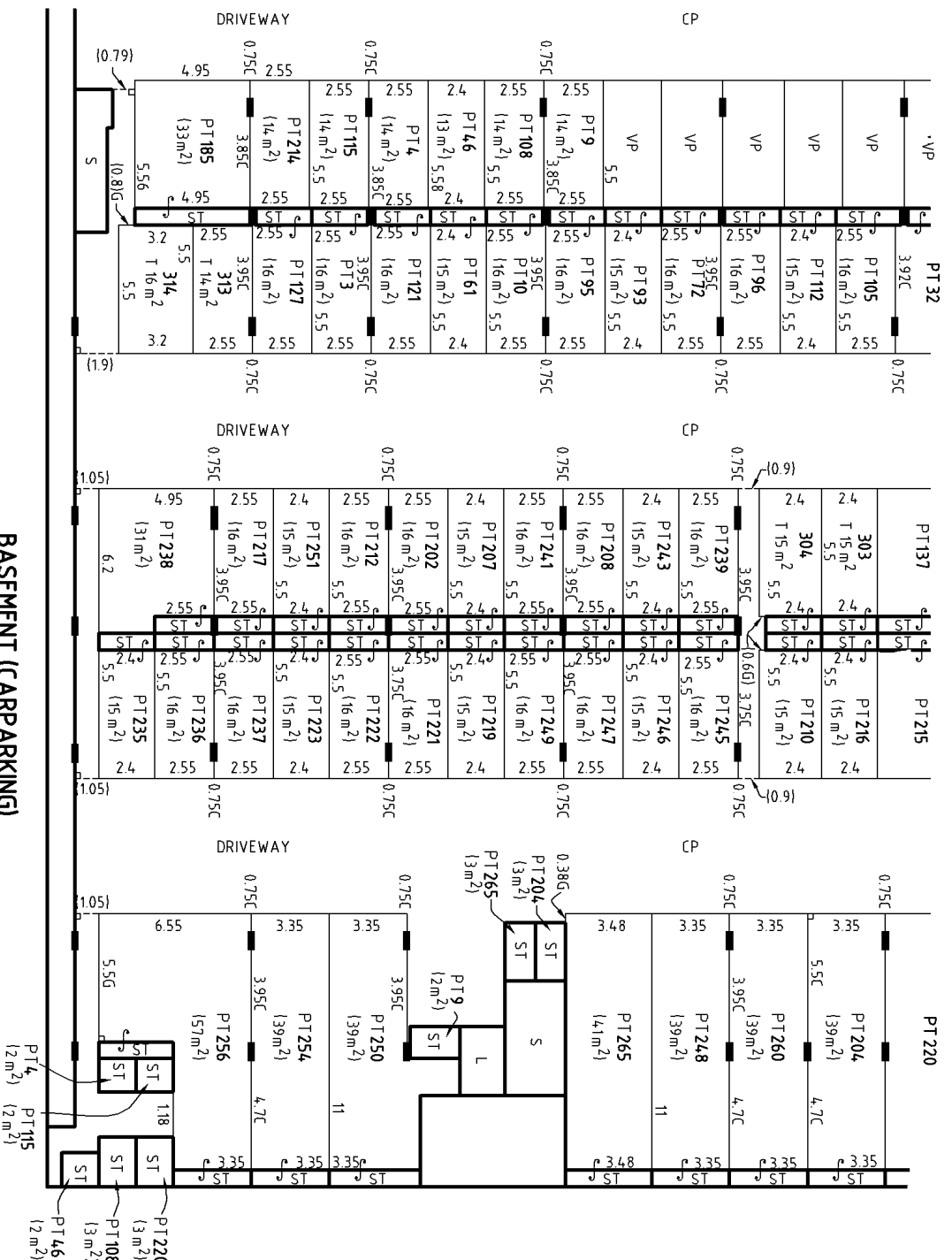
8.8.2012

SP86978



"ADJOINS SHEET 4"

ADJOINS SHEET 6"



- CP DENOTES COMMON PROPERTY
D DENOTES SERVICES DUCT (CP)
L DENOTES LIFT (CP)
S DENOTES STAIRS (CP)
ST DENOTES STORAGE
T DENOTES TOTAL AREA
VP DENOTES VISITOR PARKING (CP)
DENOTES RIGHT ANGLE
- G - PROLONGATION OF THE FACE OF STORAGE CAGE
F - PROLONGATION OF THE FACE OF COLUMN
W - PROLONGATION OF THE FACE OF WALL
C - CENTRE OF COLUMN

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

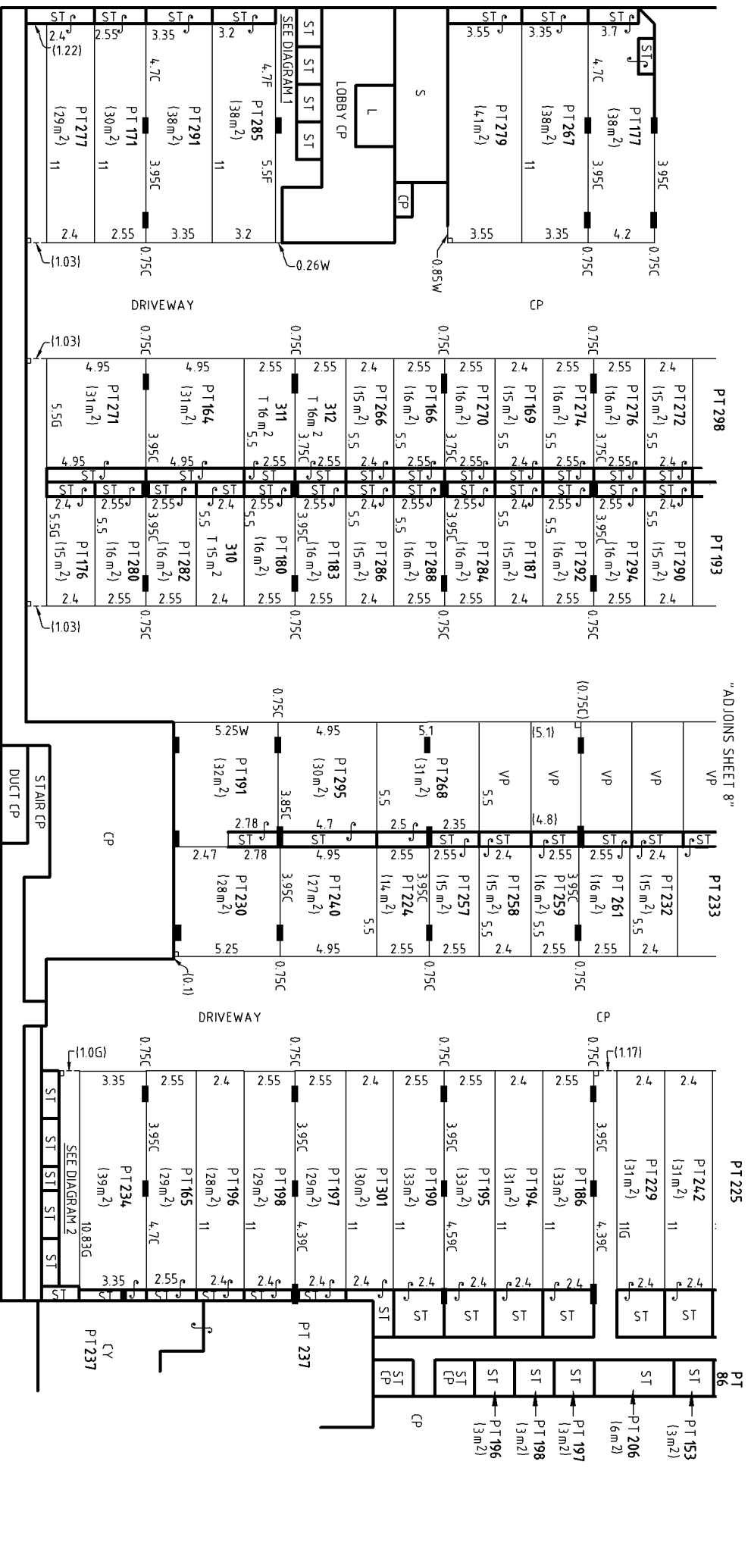
Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 23323-34799SP
Subdivision No: SC1681
Lengths are in metres. Reduction Ratio 1:200



Registered:
8.8.2012

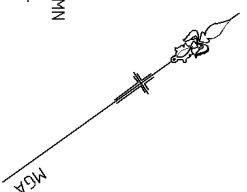
SP86978

SP86978



LEVEL 1 (CARPARKING)

- CP DENOTES COMMON PROPERTY
- D DENOTES SERVICES DUCT (CP)
- L DENOTES LIFT (CP)
- S DENOTES STAIRS (CP)
- ST DENOTES STORAGE
- T DENOTES TOTAL AREA
- CP DENOTES RIGHT ANGLE
- F - PROLONGATION OF THE FACE OF COLUMN
- W - PROLONGATION OF THE FACE OF WALL
- C - CENTRE OF COLUMN



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----

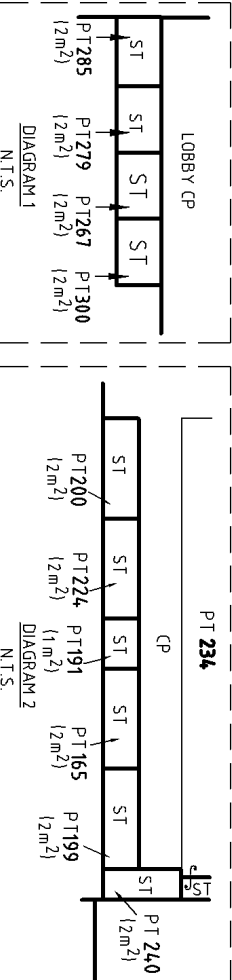


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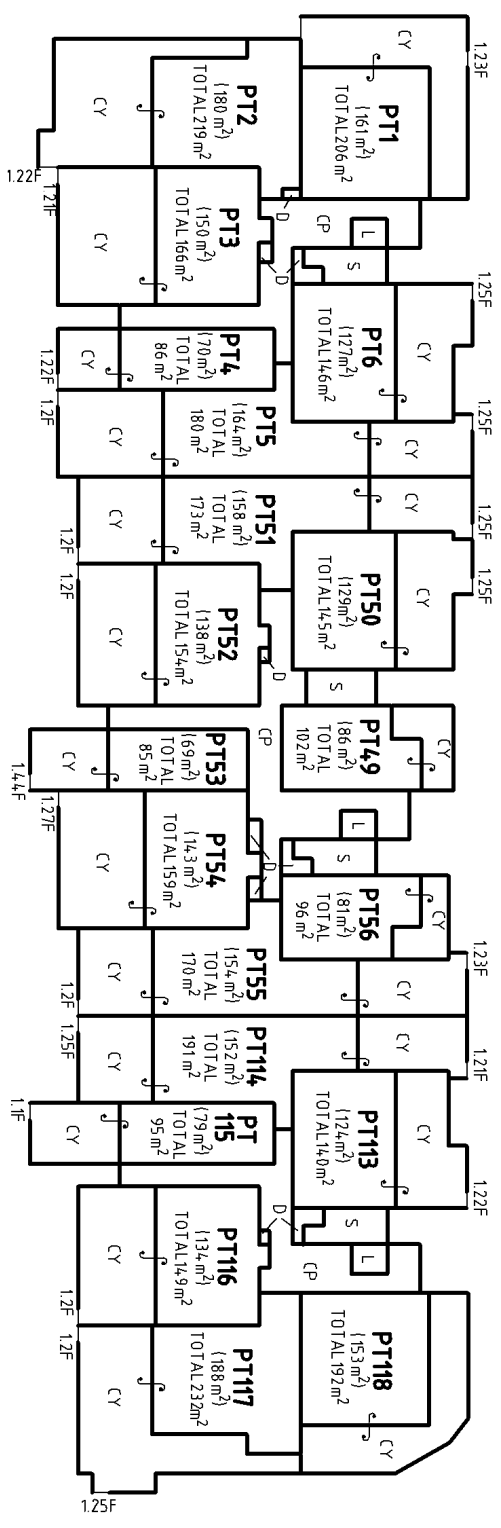
DIAGRAM 2

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 23323-34799SP
Subdivision No: SC1681
Lengths are in metres. Reduction Ratio 1:200

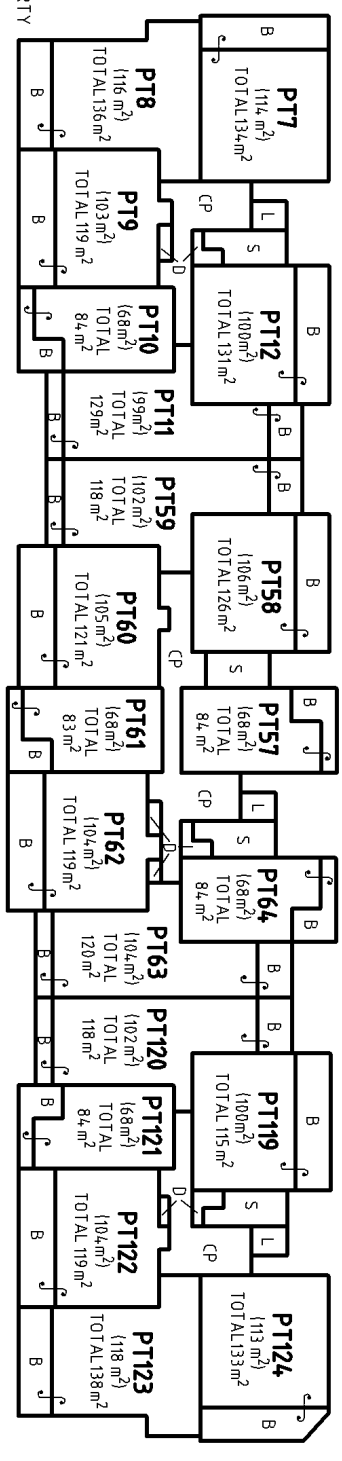


Registered:
8.8.2012

SP86978



LEVEL 1
BUILDING "B"



LEVEL 2
BUILDING "B"

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY
CY DENOTES COURTYARD
D DENOTES SERVICES DUCT (CP)
L DENOTES LIFT (CP)
S DENOTES STAIRS (CP)

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

THE STRATUM OF THE COURTYARDS ARE LIMITED IN HEIGHT TO 2.85 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THIS LIMIT

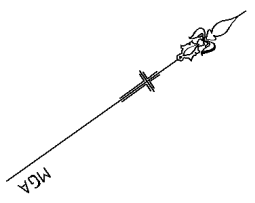
THE WATERPROOF MEMBRANE ON ALL COURTYARDS IS TO FORM PART OF THE COMMON PROPERTY

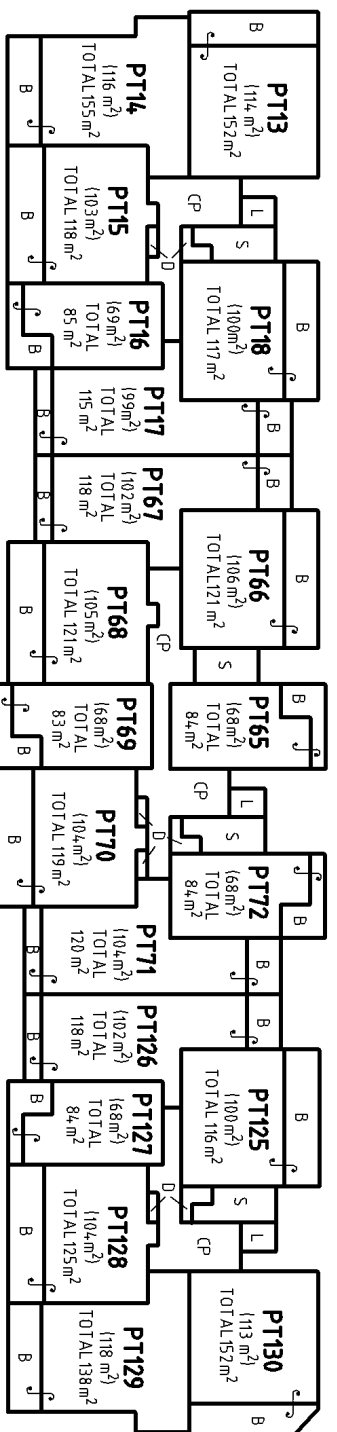
ALL BALUSTRADES, WINDOW & BALCONY SHUTTERS ARE TO FORM PART OF COMMON PROPERTY

Surveyor: MICHAEL RODERICK LOOKLEY
Surveyor Ref: 23323-34799SP
Subdivision No: SC1681
Lengths are in metres. Reduction Ratio 1:400

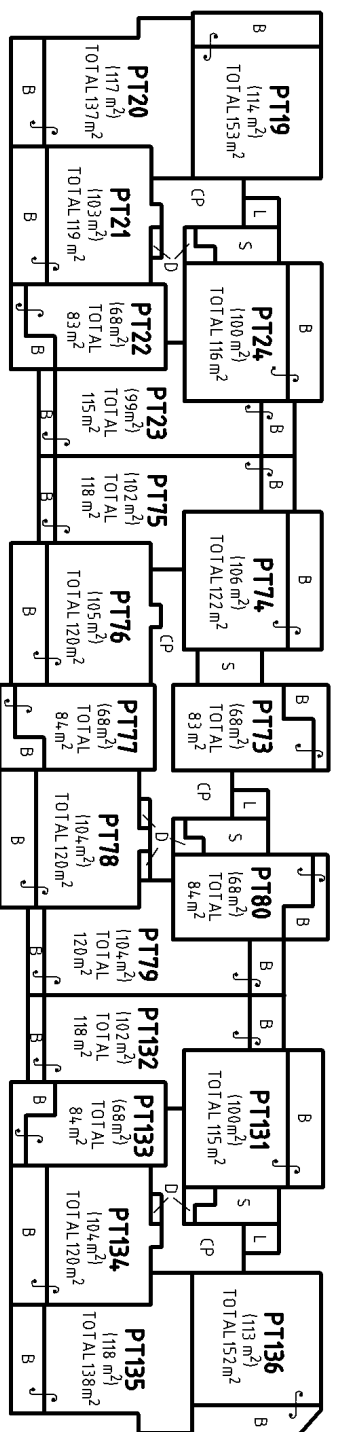
Registered:
8.8.2012

SP86978





LEVEL 3
BUILDING "B"



LEVEL 4
BUILDING "B"

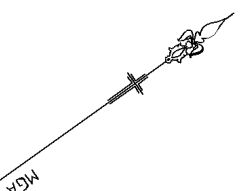
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THIS LIMIT
THE WATERPROOF MEMBRANE ON ALL BALCONIES IS TO FORM PART OF THE COMMON PROPERTY
ALL BALUSTRADES, WINDOW & BALCONY SHUTTERS ARE TO FORM PART OF COMMON PROPERTY

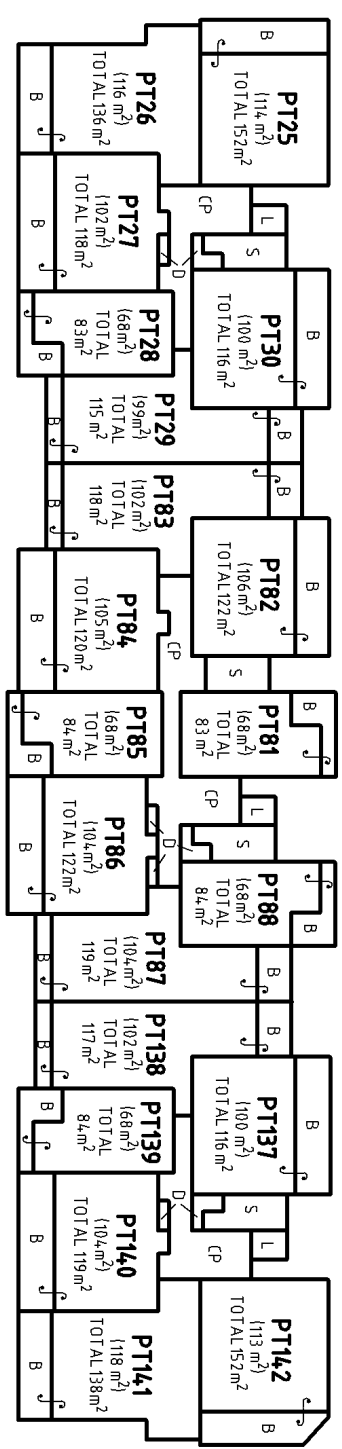
- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- D DENOTES SERVICES DUCT (CP)
- L DENOTES LIFT (CP)
- S DENOTES STAIRS (CP)

Surveyor: MICHAEL RODERICK LOOKLEY
Surveyor Ref: 23323-34799SP
Subdivision No: SC1681
Lengths are in metres. Reduction Ratio 1:400

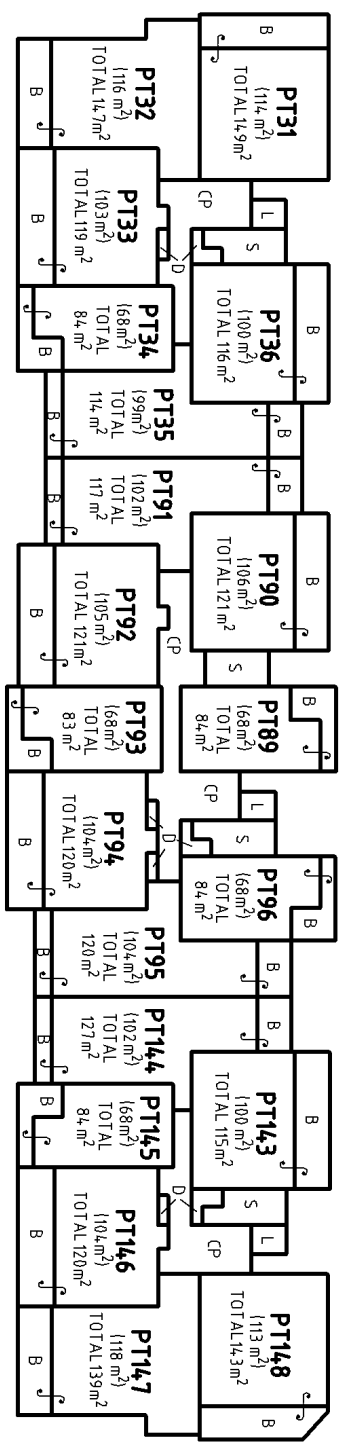
Registered:
8.8.2012

SP86978





LEVEL 5
BUILDING "B"



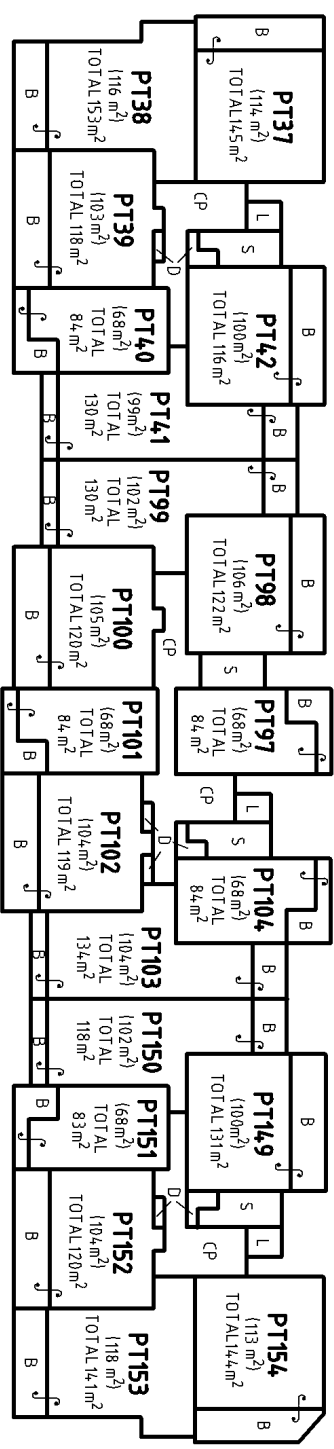
LEVEL 6
BUILDING "B"

- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- D DENOTES SERVICES DUCT (CP)
- L DENOTES LIFT (CP)
- S DENOTES STAIRS (CP)

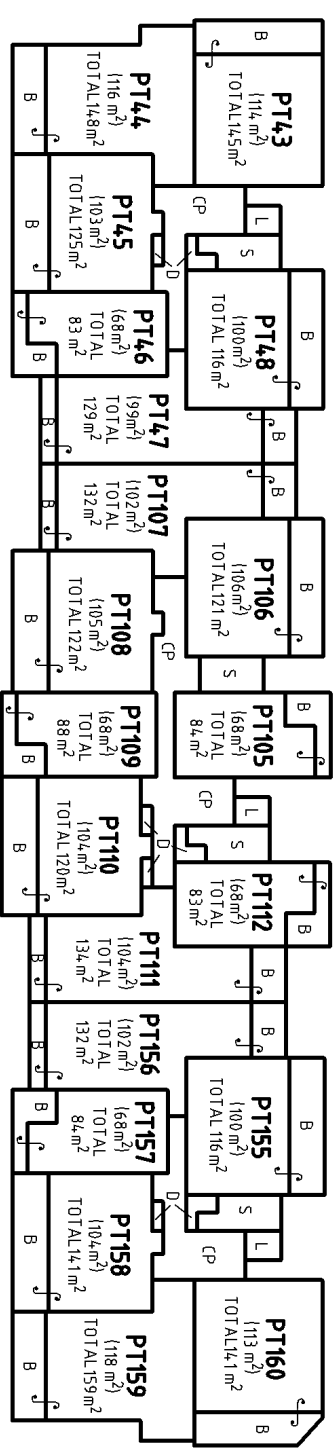
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
THE STRUTUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE WATERPROOF MEMBRANE ON ALL BALCONIES IS TO FORM PART OF THE COMMON PROPERTY
ALL BALUSTRADES, WINDOW & BALCONY SHUTTERS ARE TO FORM PART OF COMMON PROPERTY

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
Surveyor: MICHAEL RODERICK LOOKLEY Surveyor Ref: 23323-34799SP Subdivision No: SC1681 Lengths are in metres. Reduction Ratio 1:400														
Registered: 8.8.2012														
SP86978														



LEVEL 7
BUILDING "B"



LEVEL 8
BUILDING "B"

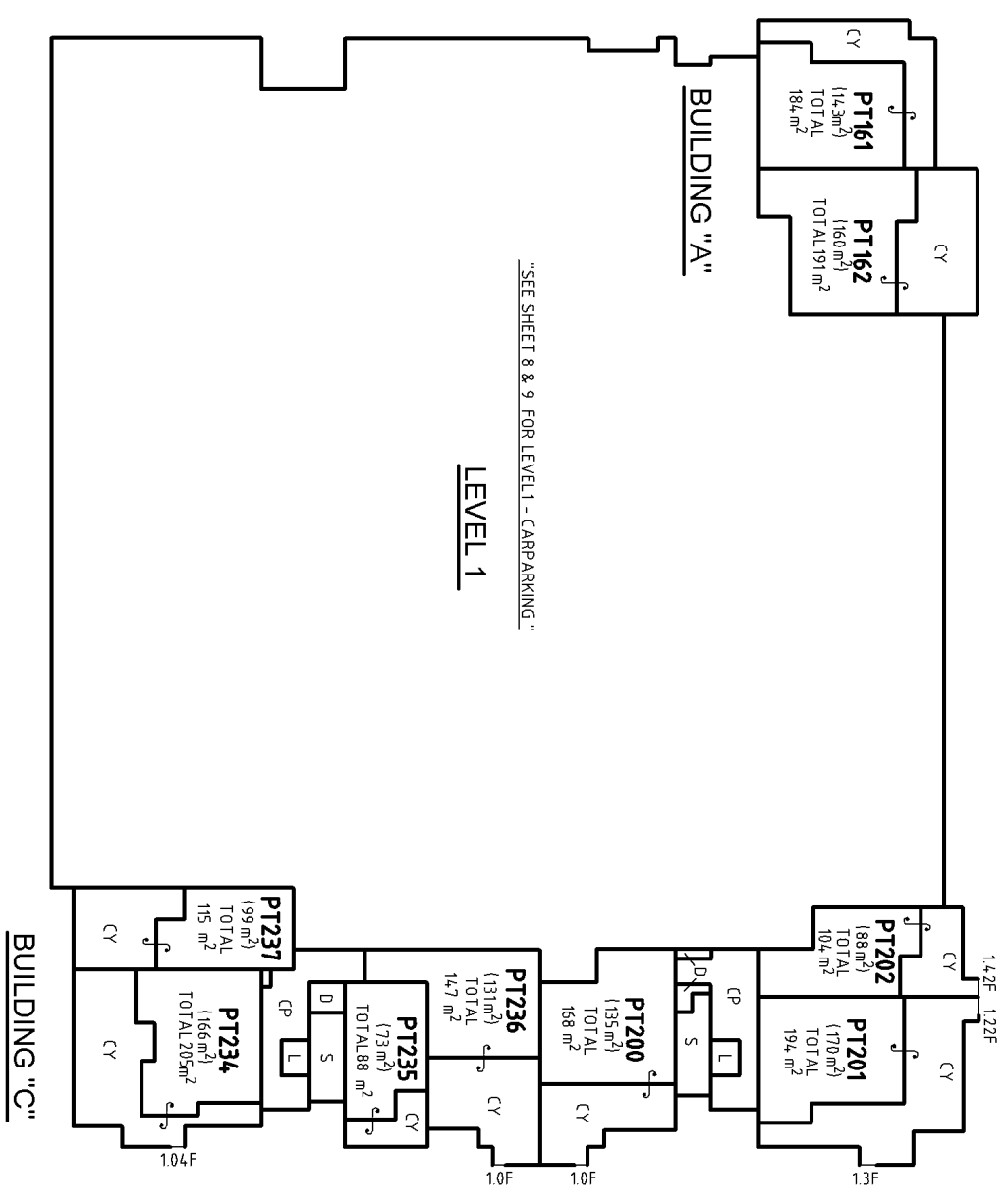
- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- D DENOTES SERVICES DUCT (CP)
- L DENOTES LIFT (CP)
- S DENOTES STAIRS (CP)

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE WATERPROOF MEMBRANE ON ALL BALCONIES IS TO FORM PART OF THE COMMON PROPERTY
ALL BALUSTRADES, WINDOW & BALCONY SHUTTERS ARE TO FORM PART OF COMMON PROPERTY

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
Surveyor: MICHAEL RODERICK LOOKLEY Surveyor Ref: 23323-34799SP Subdivision No: SC1681 Lengths are in metres. Reduction Ratio 1:400														
Registered: 8.8.2012														
SP86978														



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

THE STRATUM OF THE COURTYARDS ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE WATERPROOF MEMBRANE ON ALL COURTYARDS IS TO FORM PART OF THE COMMON PROPERTY

ALL BALUS TRADES, WINDOW & BALCONY SHUTTERS ARE TO FORM PART OF COMMON PROPERTY

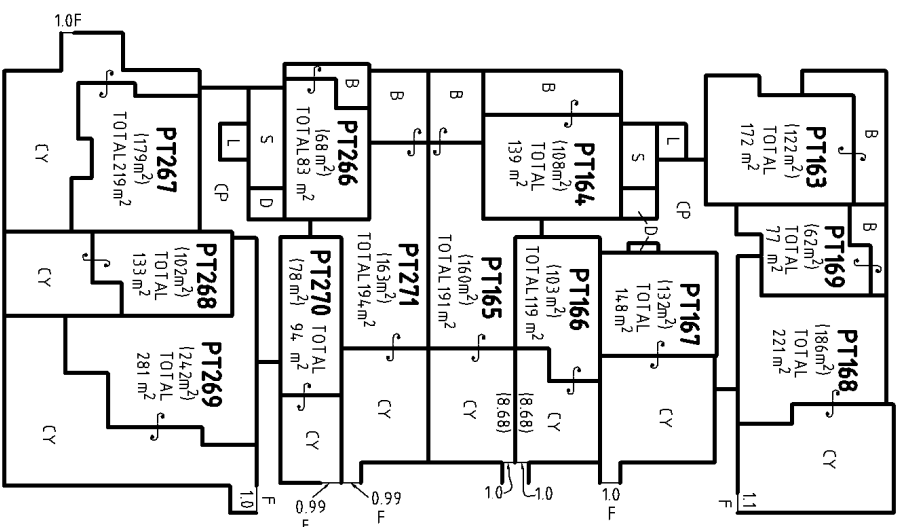
Surveyor: MICHAEL RODERICK LOOKLEY
Surveyor Ref: 23323-34799SP
Subdivision No: SC1681
Lengths are in metres. Reduction Ratio 1:400

Registered: 8.8.2012

SP86978

STRATA PLAN FORM 2 (A3)

LEVEL 2



BUILDING "A"

- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- CY DENOTES COURTYARD
- D DENOTES SERVICES DUCT (CP)
- 1 DENOTES LIFT (CP)
- S DENOTES STAIRS (CP)
- F DENOTES PROLONGATION OF THE EXTERNAL FACE OF THE WALL

Bu

OF THE WALL

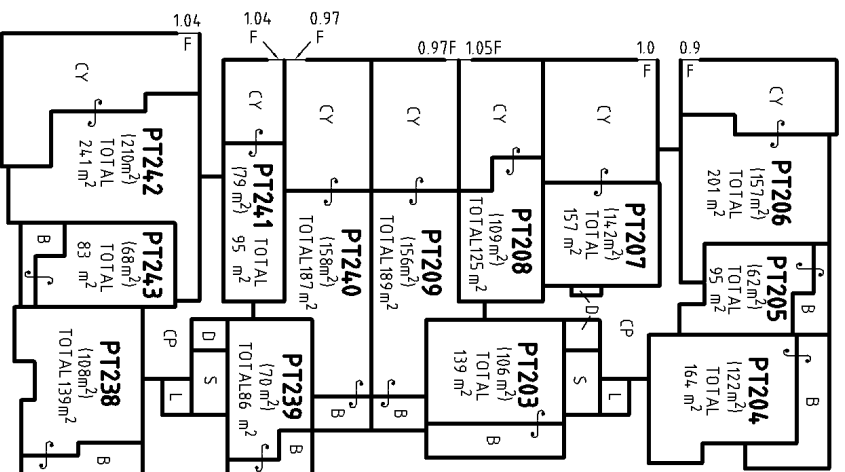
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

THE STRATUM OF THE COURTYARDS ARE LIMITED IN HEIGHT TO 2.85 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE STRUTUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE WATERPROOF MEMBRANE ON ALL COURTYARDS & BALCONIES IS TO FORM PART OF THE COMMON PROPERTY

ALL BALUSTRADES, WINDOW & BALCONY SHUTTERS ARE TO FORM PART OF COMMON PROPERTY



BUILDING "C"

BUILDING "C"

JAEL RODERICK LOCKLEY	Registered:	
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23323-34799SP

SC1681

8.8.2012

Reduction Ratio 1:4.00

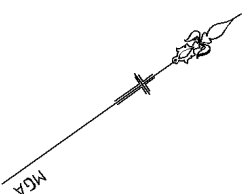
10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----

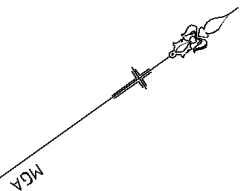
Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 23323-34799SP
Subdivision No: SC1681
Lengths are in metres. Reduction Ratio 1:400



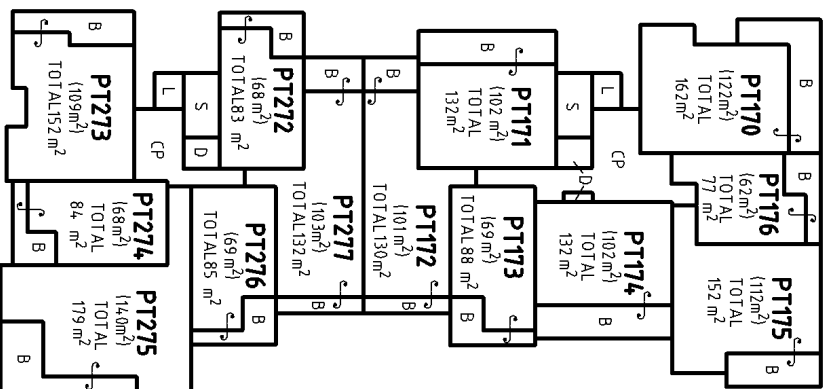
8.8.2012

SP86978





LEVEL 3



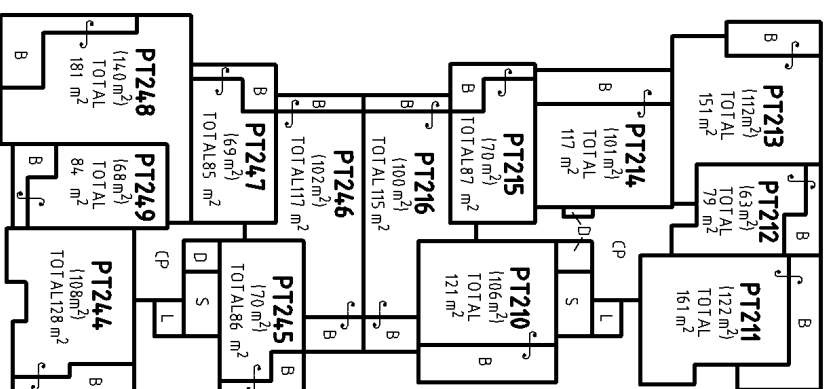
BUILDING "A"

- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- D DENOTES SERVICES DUCT (CP)
- L DENOTES LIFT (CP)
- S DENOTES STAIRS (CP)

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE WATERPROOF MEMBRANE ON ALL BALCONIES IS TO FORM PART OF THE COMMON PROPERTY
ALL BALUSTRADES, WINDOW & BALCONY SHUTTERS ARE TO FORM PART OF COMMON PROPERTY

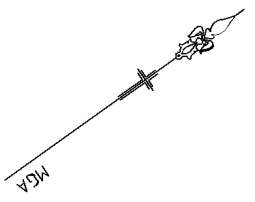


BUILDING "C"

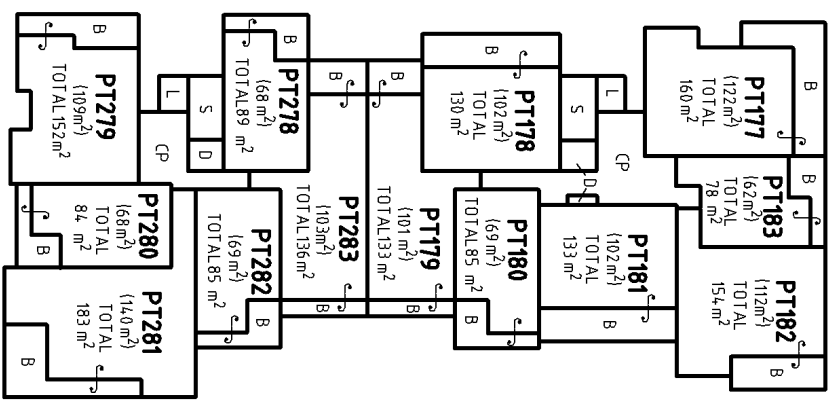
Surveyor: MICHAEL RODERICK LOOKLEY
Surveyor Ref: 23323-34799SP
Subdivision No: SC1681
Lengths are in metres. Reduction Ratio 1:400

Registered:
8.8.2012

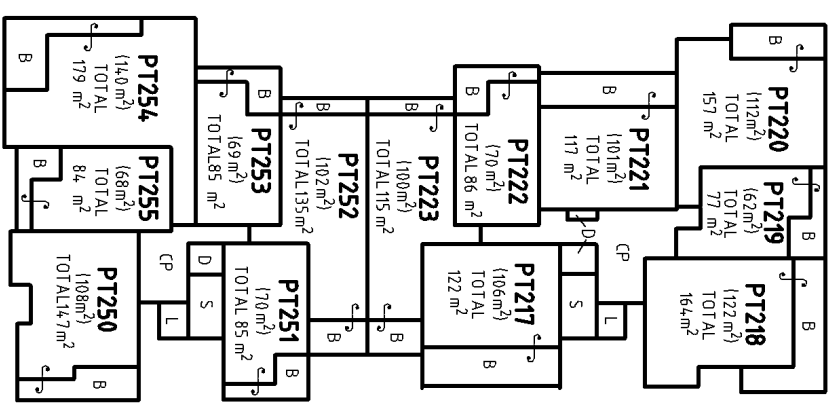
SP86978



LEVEL 4



BUILDING "A"



BUILDING "C"

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY
D DENOTES SERVICES DUCT (CP)
L DENOTES LIFT (CP)
S DENOTES STAIRS (CP)

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THIS LIMIT

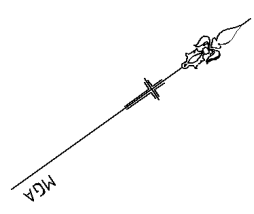
THE WATERPROOF MEMBRANE ON ALL BALCONIES IS TO FORM PART OF THE COMMON PROPERTY

ALL BALUSTRADES, WINDOW & BALCONY SHUTTERS ARE TO FORM PART OF COMMON PROPERTY

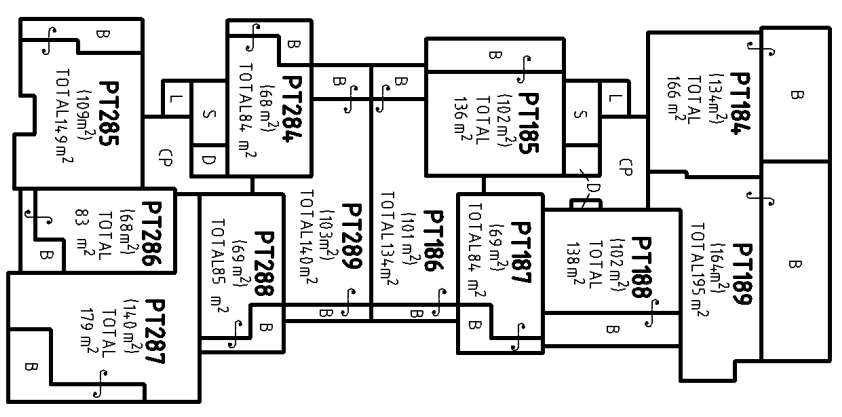
Surveyor: MICHAEL RODERICK LOOKLEY
Surveyor Ref: 23323-34799SP
Subdivision No: SC1681
Lengths are in metres. Reduction Ratio 1:400

Registered:
8.8.2012

SP86978



LEVEL 5



BUILDING "A"

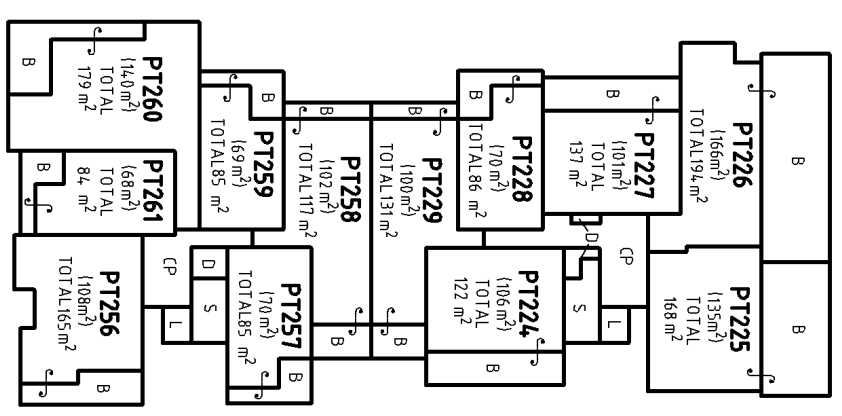
- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- D DENOTES SERVICES DUCT (CP)
- L DENOTES LIFT (CP)
- S DENOTES STAIRS (CP)

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 3.00 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE WATERPROOF MEMBRANE ON ALL BALCONIES IS TO FORM PART OF THE COMMON PROPERTY

ALL BALUSTRADES, WINDOW & BALCONY SHUTTERS ARE TO FORM PART OF COMMON PROPERTY

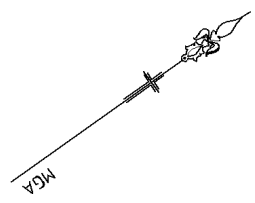


BUILDING "C"

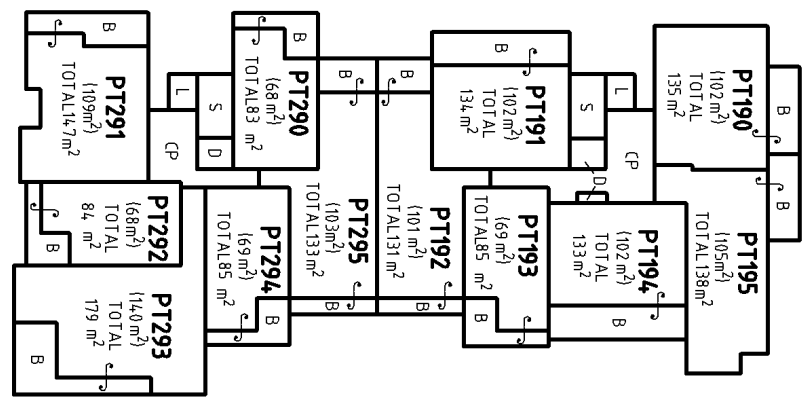
Surveyor: MICHAEL RODERICK LOOKLEY
Surveyor Ref: 23323-34799SP
Subdivision No: SC1681
Lengths are in metres. Reduction Ratio 1:400

Registered:
8.8.2012

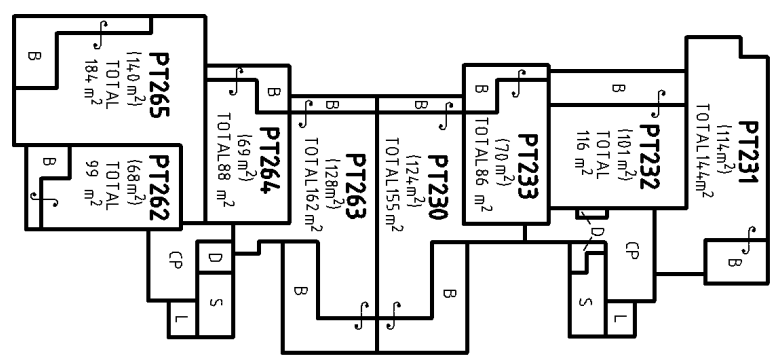
SP86978



LEVEL 6



BUILDING "A"



BUILDING "C"

- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- D DENOTES SERVICES DUCT (CP)
- L DENOTES LIFT (CP)
- S DENOTES STAIRS (CP)

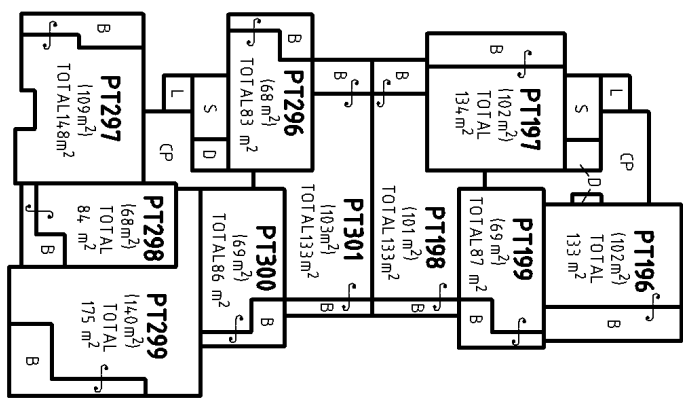
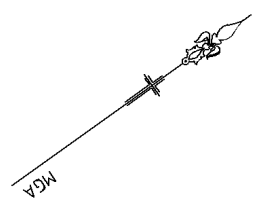
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THIS LIMIT
THE WATERPROOF MEMBRANE ON ALL BALCONIES IS TO FORM PART OF THE COMMON PROPERTY
ALL BALUSTRADES, WINDOW & BALCONY SHUTTERS ARE TO FORM PART OF COMMON PROPERTY

Surveyor: MICHAEL RODERICK LOOKLEY
Surveyor Ref: 23323-34799SP
Subdivision No: SC1681
Lengths are in metres. Reduction Ratio 1:400

Registered:
8.8.2012

SP86978

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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LEVEL 7
BUILDING "A"

- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- D DENOTES SERVICES DUCT (CP)
- L DENOTES LIFT (CP)
- S DENOTES STAIRS (CP)

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THIS LIMIT
THE WATERPROOF MEMBRANE ON ALL BALCONIES IS TO FORM PART OF THE COMMON PROPERTY
ALL BALUSTRADES, WINDOW & BALCONY SHUTTERS ARE TO FORM PART OF COMMON PROPERTY

Surveyor: MICHAEL RODERICK LOOKLEY
Surveyor Ref: 23323-34799SP
Subdivision No: SC1681
Lengths are in metres. Reduction Ratio 1:400

Registered:
8.8.2012

SP86978

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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STRATA PLAN FORM 3 (PART 1)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 6 sheet(s)

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners – Strata Plan No 86978
"CATANIA"
5 CORNICHE DRIVE
WENTWORTH POINT NSW 2127

Office Use Only

SP86978

Registered:  8.8.2012

Office Use Only

Purpose: STRATA PLAN

PLAN OF SUBDIVISION OF LOT 29 IN
DP270113

The adopted by-laws for the scheme are:

- * ~~A~~ Model By-laws:
* ~~together with, Keeping of animals, Option A/B/C~~
* By-laws in 19 sheets filed with plan.
* strike out whichever is inapplicable
* Insert the type to be adopted (Schedule 1 SSM Regulation 2010)

Strata Certificate (Approved Form 5)

- (1) ~~The Council of~~
* The Accredited Certifier GORDON WREN
Accreditation No. BPB 0447
has made the required inspections and is satisfied that the requirements of;
* (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and
clause 29A Strata Schemes (Freehold Development) Regulation 2007,
* ~~(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and
clause 30A of the Strata Schemes (Leasehold Development) Regulation
2007~~
have been complied with and approves of the proposed strata plan illustrated in
the plan with this certificate.
* (2) The Accredited Certifier is satisfied that the plan is consistent with a relevant
development consent in force, and that all conditions of the development consent
that by its terms are required to be complied with before a strata certificate may
be issued, have been complied with.
* ~~(3) The strata plan is part of a development scheme. The council or accredited
certifier is satisfied that the plan is consistent with any applicable conditions of the
relevant development consent and that the plan gives effect to the stage of the
strata development contract to which it relates.~~
* (4) The building encroaches on a public place and;
* (a) The Council does not object to the encroachment of the building beyond the
alignment of
* (b) The Accredited Certifier is satisfied that the building complies with the
~~relevant development consent which is in force and allows the
encroachment.~~
* (5) This approval is given on the condition that lots 302 to 340 INCLUSIVE are
created as utility lots in accordance with section 39 of the Strata Schemes
(Freehold Development) Act 1973 or section 68 of the Strata Schemes
(Leasehold Development) Act 1986.

Date 11th JULY 2012

Subdivision No. SC1681

Relevant Development Consent No. 255/2005

issued by AUBURN COUNCIL


Authorised Person / General Manager / Accredited Certifier

* Strike through if inapplicable.

* Insert lot numbers of proposed utility lots.

LGA: AUBURN

Locality: WENTWORTH POINT

Parish: ST JOHN

County: CUMBERLAND

Surveyor's Certificate (Approved Form 3)

I, MICHAEL RODERICK LOCKLEY

of LOCKLEY LAND TITLE SOLUTIONS, PO BOX 400, GLADESVILLE NSW 1675
a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby
certify that:

- (1) Each applicable requirement of
* Schedule 1A of the Strata Schemes (Freehold Development) Act 1973
* ~~Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986~~
has been met;
* (2) * (a) the building encroaches on a public place;
* (b) the building encroaches on land (other than a public place), and an
appropriate easement has been created by A to
permit the encroachment to remain.
* (3) the survey information recorded in the accompanying location plan is accurate.

Signature: 

Date: 28-06-2012

* Strike through if inapplicable.

* Insert the Deposited Plan Number or Dealing Number of the instrument that created the
easement

SURVEYOR'S REFERENCE: 23323-34799 SP

Use STRATA PLAN FORM 3A for additional certificates,
signatures and seals

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET Sheet 2 of 6 sheet(s)

**PLAN OF SUBDIVISION OF LOT 29 IN
DP270113**

Office Use Only

SP86978

Office Use Only

Registered:



8.8.2012

Strata Certificate Details: Subdivision No: SC1681

Date: 11TH JULY 2012

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
1.	37	34.	27	67.	35
2.	37	35.	36	68.	32
3.	34	36.	35	69.	26
4.	24	37.	38	70.	35
5.	36	38.	38	71.	36
6.	34	39.	35	72.	26
7.	36	40.	27	73.	27
8.	36	41.	37	74.	35
9.	34	42.	35	75.	36
10.	26	43.	38	76.	32
11.	36	44.	38	77.	27
12.	35	45.	35	78.	35
13.	37	46.	27	79.	36
14.	36	47.	38	80.	27
15.	35	48.	35	81.	27
16.	26	49.	26	82.	35
17.	35	50.	32	83.	36
18.	35	51.	36	84.	32
19.	37	52.	32	85.	27
20.	36	53.	22	86.	35
21.	35	54.	34	87.	37
22.	27	55.	36	88.	27
23.	36	56.	26	89.	27
24.	35	57.	26	90.	35
25.	37	58.	34	91.	36
26.	37	59.	35	92.	32
27.	35	60.	32	93.	27
28.	27	61.	26	94.	35
29.	36	62.	34	95.	37
30.	35	63.	36	96.	27
31.	37	64.	26	97.	27
32.	37	65.	26	98.	35
33.	35	66.	35	99.	37

CONTINUED ON PAGE 3

SURVEYOR'S REFERENCE: 23323-34799 SP

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET Sheet 3 of 6 sheet(s)

**PLAN OF SUBDIVISION OF LOT 29 IN
DP270113**

Office Use Only

SP86978

Office Use Only

Registered:  8.8.2012

Strata Certificate Details: Subdivision No: SC16881

Date: 11TH JULY 2012

SCHEDULE OF UNIT ENTITLEMENT
(if insufficient space use additional annexure sheet)

LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
100.	32	134.	32	168.	37
101.	27	135.	36	169.	24
102.	35	136.	39	170.	37
103.	38	137.	35	171.	35
104.	27	138.	37	172.	36
105.	27	139.	27	173.	27
106.	35	140.	32	174.	35
107.	38	141.	37	175.	36
108.	32	142.	39	176.	25
109.	27	143.	35	177.	37
110.	35	144.	37	178.	35
111.	38	145.	27	179.	36
112.	27	146.	32	180.	27
113.	34	147.	37	181.	35
114.	36	148.	40	182.	36
115.	22	149.	36	183.	25
116.	32	150.	37	184.	37
117.	36	151.	27	185.	35
118.	38	152.	32	186.	37
119.	34	153.	37	187.	27
120.	36	154.	41	188.	34
121.	26	155.	35	189.	37
122.	32	156.	38	190.	37
123.	36	157.	27	191.	35
124.	36	158.	34	192.	37
125.	35	159.	37	193.	27
126.	36	160.	41	194.	35
127.	26	161.	38	195.	37
128.	32	162.	37	196.	35
129.	36	163.	37	197.	35
130.	38	164.	35	198.	37
131.	35	165.	37	199.	27
132.	36	166.	27	200.	37
133.	27	167.	28	201.	37

CONTINUED ON PAGE 4

SURVEYOR'S REFERENCE: 23323-34799 SP

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)

PLAN OF SUBDIVISION OF LOT 29 IN
DP270113

Office Use Only

SP86978

Office Use Only

Registered:



8.8.2012

Strata Certificate Details: Subdivision No: SC1681

Date: 11TH JULY 2012

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
202.	27	231.	38	260.	45	289.	37
203.	35	232.	35	261.	25	290.	27
204.	37	233.	27	262.	27	291.	38
205.	24	234.	37	263.	37	292.	26
206.	37	235.	26	264.	27	293.	45
207.	28	236.	28	265.	45	294.	27
208.	27	237.	26	266.	26	295.	37
209.	37	238.	36	267.	37	296.	28
210.	35	239.	26	268.	27	297.	38
211.	36	240.	37	269.	45	298.	26
212.	25	241.	24	270.	24	299.	46
213.	36	242.	45	271.	37	300.	27
214.	35	243.	26	272.	27	301.	37
215.	27	244.	36	273.	37	302.	1
216.	35	245.	27	274.	25	303.	1
217.	35	246.	35	275.	44	304.	1
218.	37	247.	27	276.	27	305.	1
219.	25	248.	44	277.	36	306.	1
220.	36	249.	25	278.	27	307.	1
221.	35	250.	36	279.	37	308.	1
222.	27	251.	27	280.	25	309.	1
223.	36	252.	36	281.	45	310.	1
224.	35	253.	27	282.	27	311.	1
225.	37	254.	45	283.	36	312.	1
226.	37	255.	25	284.	27	313.	1
227.	35	256.	38	285.	37	314.	1
228.	27	257.	27	286.	25	315.	1
229.	36	258.	36	287.	45	TOTAL	10,000
230.	37	259.	27	288.	27		

SURVEYOR'S REFERENCE: 23323-34799 SP

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheet(s)

PLAN OF SUBDIVISION OF LOT 29 IN
DP270113

Office Use Only

SP86978

Office Use Only

Registered:



8.8.2012

Strata Certificate Details: Subdivision No: SC 1681

Date: 11TH JULY 2012

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants
(If space is insufficient use additional annexure sheet)

EXECUTED by
HENLIA NO. 1 PTY LIMITED
ACN 117 320 331
in accordance with Section 127
of the Corporations Act

)
)
)
)
)

Signature of Director

Toru Abe

NAME (please print)

Signature of Director/secretary

Kohji Fukano

NAME (please print)

Mortgagee:

Signed for and on behalf of
Sumitomo Mitsui Banking Corporation
ARBN 114 053 459 by its attorney, under
Power of Attorney/Sub-attorney

Dated 14 May 2010 Book: 4618 No: 2192

in the presence of:

Signature of Witness

ZE PEI LU

Name of Witness

Level 40 Chitley Tower

Address of Witness SYDNEY

Signature of Attorney

Name of Attorney

Date

SURVEYOR'S REFERENCE: 23323-34799 SP

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 6 of 6 sheet(s)

PLAN OF SUBDIVISION OF LOT 29 IN
DP270113

Office Use Only

SP86978

Office Use Only

Registered:



8.8.2012

Strata Certificate Details: Subdivision No: SC 1681

Date: 11TH JULY 2012

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

(If space is insufficient use additional annexure sheet)

EXECUTED by
SH HOMEBUSH ATLAS PTY LIMITED
ACN 134 688 574
in accordance with Section 127
of the Corporations Act

)
)
)
)
)

Signature of Director

Toru Abe

NAME (please print)

Signature of Director/secretary

Kohji Fukano

NAME (please print)

Mortgagee:

Signed for and on behalf of Sumitomo Mitsui Banking Corporation ARBN 114 053 459 by its attorney, under Power of Attorney/Sub-attorney Dated <u>14 May 2010</u> Book <u>4618</u> No: <u>219</u> in the presence of:	
Signature of Witness	Signature of Attorney
<u>ZEPEL LU</u>	<u>JOHN FERREIRA</u>
Name of Witness	Name of Attorney
<u>Level 40, Chifley Tower</u>	
Address of Witness	Date
<u>SYDNEY</u>	

SURVEYOR'S REFERENCE: 23323-34799 SP

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Approved Form 27

Instrument setting out the terms of by-laws to be created upon
registration of the strata plan.

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Catania By-laws

It is intended to adopt the provisions of Memorandum No. **AG520000** in
regards to ongoing maintenance of items within the strata scheme,
subject to the terms of the following by-laws.

Where there is an inconsistency between Memorandum No. AG520000
and the following by-laws, the following by-laws prevail to the extent of
any such inconsistency.



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Sheet 1 of 19 Sheets

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Terms

Notes on by-laws

- (a) The by-laws regulate the day to day management and operation of the Building. They are an essential document for the Owners Corporation and any Owner or Occupier.
- (b) All Owners and Occupiers and the Owners Corporation must comply with the by-laws.
- (c) The Owners Corporation may amend the by-laws.

1. Definitions

Act means Strata Schemes Management Act 1996 (NSW) as amended.

Association Property means Lot 1 in the Community Plan and all items of infrastructure.

Air Conditioning System means an air conditioning unit and all pipes, wires, ducts, vents and grills associated with that air conditioning unit.

Authority means any national, state or local government, semi-government, quasi-government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal having jurisdiction and power in relation to the Scheme.

Balcony means the areas shown on the Strata Plan as being a "balcony", "terrace" or "courtyard" or any other area having the attributes of a balcony, terrace or courtyard.

Balcony Fittings means the Common Property taps, gas bayonets, light fittings and electricity fittings on a Balcony.

Building means the building constructed within the Scheme and includes all recreational facilities, carparking, Storage Areas and Common Property within the Scheme.

Common Property means the common property created upon the registration of the Strata Plan and the personal property of the Owners Corporation.

Community Association means Community Association D.P. No 270113.

Community Management Statement means the Community Management Statement registered with the Community Plan.

Community Parcel means the land the subject of the Community Scheme constituted on registration of the Community Plan.

Community Plan means DP270113.

Consent Authority means the relevant consent authority from time to time with building and development consent power in respect of the Community Parcel.

Council means Auburn Council.

Estate Manager means the entity which is contracted to carry out estate management services for the Community Association.

Executive Committee means the executive committee of the Owners Corporation.

Lot means a lot in the Scheme.

Occupier means the occupier, licensee or person in lawful possession of a Lot.

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Original Proprietor means Henlia No.1 Pty Limited ACN 117 320 331 and SH Homebush Atlas Pty Limited ACN 134 688 574 or any nominee of Henlia No.1 Pty Limited ACN 117 320 331 and SH Homebush Atlas Pty Limited ACN 134 688 574 notified to the Executive Committee.

Owner means the registered proprietor of a Lot and includes:

- (a) the lessee for the time being of a leasehold interest in the Lot; and
- (b) a mortgagee in possession of the Lot.

Owners Corporation means the owners corporation established on registration of the Strata Plan.

Scheme means the strata scheme created on registration of the Strata Plan accompanying these by-laws.

Site means the land comprising the Strata Plan.

Storage Area means any area that is designated on the Strata Plan as a storage area including designated storage areas that form part of a Lot and any area which the original Owner or Owners Corporation, as the case may be, has granted to an Owner being a right to the exclusive use and enjoyment of an area of Common Property for the purpose of storage.

Strata Manager means the person appointed from time to time under Part 4 of Chapter 2 of the Act in relation to the Scheme.

Strata Plan means the strata plan registered with these by-laws.

2. Interpretation

In these by-laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (d) headings are for convenience and do not affect the interpretation of these by-laws; and
- (e) unenforceability of a part or provision of these by-laws does not affect the enforceability of any other part or provision.

3. Noise

An Owner or Occupier of a Lot must not create any noise on that Lot or on 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.

4. Vehicles

- (a) An Owner or Occupier must not park or stand any motor vehicle or other vehicle on Common Property or allow any invitee of the Owner or Occupier to park or stand any motor vehicle or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
- (b) An Owner or Occupier must not park or stand any motor vehicle or other vehicle in any parking space designated for use by visitors.

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- (c) An Owner or Occupier of a Lot must not at any time enclose any car parking space forming part of that Lot, or alter or erect anything on such car parking space.

5. Obstruction of Common Property

An Owner or Occupier must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

6. Damage to lawns and plants on Common Property

An Owner or Occupier 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; and
- (b) use for his or her own purposes as a garden any portion of Common Property.

7. Damage to Common Property

- (a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of Common Property except with the written approval of the Owners Corporation.
- (b) An approval given by the Owners Corporation under this by-law cannot authorise any additions to Common Property.
- (c) This by-law does not prevent an Owner or person authorised by an Owner from installing:
 - (1) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;
 - (2) any screen or other device to prevent entry of animals or insects on the Owner's Lot;
 - (3) any structure or device to prevent harm to children; or
 - (4) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot,unless the device is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property.
- (d) 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.
- (e) Despite section 62 of the Act, the Owner of a Lot must:
 - (1) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 7(c) that forms part of Common Property and that services the Lot; and
 - (2) repair any damage caused to any part of Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in this by-law that forms part of Common Property and that services the Lot.
- (f) If an Owner or person authorised by an Owner installs a device, screen or structure pursuant to this by-law which does not comply with fire safety standards of Australia or is not in keeping with the appearance of the Building in accordance with this by-law, the Owners Corporation or any person authorised by it, may remove such screen, structure

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or device and replace it with a screen, structure or device which complies with fire safety standards of Australia or is in keeping with the appearance of the Building in accordance with this by-law. The costs of the Owners Corporation in removing and replacing that screen, structure or device shall be a debt payable by the Owner to the Owners Corporation on demand.

8. Behaviour of Owners and Occupiers

- (a) 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.
- (b) An Owner or Occupier must take all reasonable steps to ensure that any persons authorised by an Owner or Occupier of a Lot to enter the Building 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 the Common Property.
- (c) Where these by-laws require a person authorised by an Owner or Occupier to do anything or to refrain from doing anything, the Owner or Occupier inviting or permitting that authorised person to enter the Building must ensure that the relevant authorised person complies with such requirement.

9. Children playing on Common Property in Building

- (a) An Owner or Occupier 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 car parking or recreational area or other area of possible danger or hazard to children.
- (b) An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play or otherwise obstruct the lifts, stairs or access ways on Common Property.

10. 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.

11. Depositing rubbish and other material on Common Property

An Owner or Occupier must not deposit or throw on Common Property any rubbish, dirt, dust or other material or discarded item other than in receptacles placed on Common Property for this purpose.

12. Washing, curtains, vehicles

An Owner or Occupier may not:

- (a) dry, air or display clothing other than in areas designated for that purpose by the Estate Manager;
- (b) without the consent of the Executive Committee permit rubbish, materials, vehicles, plant or equipment to remain in locations visible outside its Lot; or
- (c) treat windows and glass doors with any treatment (including, without limit, curtains or blinds) other than those of a style and colour approved by the Owners Corporation.

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13. Cleaning windows and doors

An Owner or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of that Lot, including so much as is Common Property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

14. Storage of inflammable liquids and other substances and materials

- (a) 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 Common Property any inflammable chemical, liquid or gas or other inflammable material in a quantity exceeding one litre.
- (b) 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.

15. Moving and delivering furniture and goods

- (a) Owners and Occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of the Building or move large articles (e.g. furniture) through Common Property.
- (b) When an Owner or Occupier takes deliveries or moves furniture or goods through the Building, they must:
 - (1) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
 - (2) repair any damage they (or the person making the delivery) cause to Common Property; and
 - (3) if they (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.
- (c) The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Building:
 - (1) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;
 - (2) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;
 - (3) Owners or Occupiers may be prohibited from moving items through the front foyer(s) of the Building and/or restricted to using a particular lift or lifts nominated by the Owners Corporation; and
 - (4) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.

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- (d) The Owners Corporation may appoint the Estate Manager and/or the Strata Manager to assist it to perform its functions under this by-law. If this happens, Owners and Occupiers must:
 - (1) make arrangements with the person so appointed when they move in or out of the Building; and
 - (2) comply with the requirements of the person so appointed when they take deliveries or move furniture or goods through the Building.

16. Floor coverings

- (a) 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.
- (b) An Owner must not cover the floor space of a Lot with tiles, timber flooring, or any other substance which may cause a nuisance or disturb the peaceful enjoyment of the Owner or Occupiers of another Lot without the consent in writing of the Owners Corporation, which consent may be withheld in its absolute discretion.
- (c) If an Owner wants to change the floor covering or treatment of a Lot to other than the floor covering or treatment existing as at the date of registration of the Strata Plan:
 - (1) the impact insulation rating of an installed floor covering or treatment must have an impact insulation rating classification of not less than 50 as measured in accordance with AS 1055-01997 and must comply with the requirement of the Building Code of Australia;
 - (2) the Owner of the Lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or treatments of the Lot; and
 - (3) following installation of the floor covering or treatment, provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person to demonstrate that this by-law has been complied with.
- (d) By-law 16(b) does not apply to floor space of a Lot comprising a kitchen, laundry, lavatory or bathroom.
- (e) By-law 16(c)(2) does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering, treatment or surface.

17. Garbage disposal

- (a) An Owner or Occupier of a Lot that does not have shared receptacles for garbage, recyclable material or waste:
 - (1) must maintain such receptacles within the Lot, or on such part of Common Property as may be authorised by the Owners Corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered;
 - (2) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;

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- (3) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected;
 - (4) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the Lot or other area referred to in paragraph (1);
 - (5) must not place any thing in the receptacles of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier; and
 - (6) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (b) An Owner or Occupier of a Lot that has shared receptacles for garbage, recyclable material or waste:
 - (1) must ensure that:
 - (A) recyclable material or waste is transported to the receptacles in secure waterproof bags, or containers, and in the case of fluid waste in sealed containers that do not leak; and
 - (B) before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (2) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (c) In no circumstances may garbage, recyclable material or waste (or receptacles for the same) be visible from outside the Building other than on days specified by the Council for collection.
- (d) If there is any inconsistency between the terms of this by-law and any Consent Authority requirements, the Consent Authority requirements will prevail.

18. Keeping of animals

- (a) Subject to section 49(4) of the Act, an Owner or Occupier must not, without the written consent of the Executive Committee, keep any animal on its Lot or on Common Property.
- (b) A request for written consent of the Executive Committee must include:
 - (1) details of the type and size (including weight) of the animal; and
 - (2) a photograph of the animal,and consent will not be granted for an animal other than a:
 - (3) cat; or
 - (4) dog weighing less than 10kg (other than a dangerous dog as defined in the Companion Animals Act 1998); or

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- (5) caged bird; and/or
- (6) fish in a secure aquarium; or
- (7) any other small animal approved by the Executive Committee.
- (c) An Owner or Occupier must ensure that its cat, dog or caged bird is vaccinated and micro chipped, registered with the local council and its registration number is given to the Owners Corporation before and while it is kept on the Owner's or Occupier's Lot.
- (d) An Owner and Occupier must ensure that its cat, dog or bird:
 - (1) is kept within the Lot whenever practicable;
 - (2) is carried, leashed, caged or otherwise kept under control when on the Common Property;
 - (3) is prevented from fouling the Common Property and that any such fouling is immediately removed; and
 - (4) does not interfere with the peaceful enjoyment of another Owner or Occupier of a Lot in the Scheme, or damage the Common Property or the property of another Owner or Occupier and that any such damage must immediately be made good at no cost to the Owners Corporation.
- (e) Any animal found on the Common Property that is not carried, leashed, caged or otherwise accompanied by an Owner, Occupier or visitor at all times while on the Common Property, may be removed at that time from the Common Property to the RSPCA or similar facility without the need for prior investigations as to ownership and without any duty to recompense an Owner, Occupier or visitor to the Scheme any associated costs, including but not limited to any costs associated with the animal's recovery.
- (f) If three or more substantiated complaints about an animal's behaviour are made within a consecutive sixty day period by another Owner or Occupier of a Lot, the Executive Committee is entitled to rescind its consent by way of written notice to the Owner or Occupier, following which the animal must be removed from the Lot and the Scheme within seven days.
- (g) Nothing in this by-law overrides the operation of the Companion Animals Act 1998.

19. Appearance of Lot

- (a) The Owner or Occupier of a Lot must not, except with 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 appearance of rest of the Building.
- (b) If a Lot contains a private courtyard, the Owner or Occupier of that Lot must maintain the landscaping and the general appearance of the courtyard in accordance with the landscaping standards and the general standard of the Building.
- (c) The Owner or Occupier must not, without the written consent of the Owners Corporation, affix anything to the exterior of the Building or a Lot within the Building or the Common Property or maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building. This prohibition includes (without limitation):
 - (1) the display of "for sale" or "for lease" signs, or any other form of notice or advertising; and

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- (2) satellite dishes or antennas.

20. Change in use of Lot to be notified

- (a) An Occupier of a Lot must notify the Owners Corporation if the Occupier uses a Lot in a way that may affect the insurance premiums for the Scheme (for example, if the use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for non residential purposes).
- (b) Notwithstanding by-law 20(a), the Owner or Occupier is only permitted to use the Lot for residential purposes.

21. 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 on the Site or to reduce the level of fire safety in the Lots or Common Property.

22. Prevention of hazards

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using Common Property.

23. Provision of amenities or services

- (a) The Owners Corporation acknowledges and agrees with the provisions of by-law 23 of the Community Management Statement and without limiting the generality of the foregoing, the Owners Corporation hereby irrevocably appoints:
- (1) the Community Association to act on its behalf in contracting out services, pursuant to by-law 23 of the Community Management Statement; and
- (2) the Executive Committee as its attorney to sign on its behalf any contract referred to in by-law 23 of the Community Management Statement.
- (b) Without limiting by-law 23(a) an Owner of a Lot used for non-residential purposes must pay for the costs of any services and/or amenities in relation to garbage, waste and recycling services or any other services provided to any such part of the Common Property which may be designated by the Owners Corporation for garbage, recyclable material or waste collection. Such costs must be apportioned equally between the Owners of Lots used for non-residential purposes.

24. Selling and leasing activities

- (a) The Original Proprietor may on Common Property and any Lot owned by the Original Proprietor:
- (1) maintain selling and leasing offices and facilities;
- (2) maintain signs in connection with those selling and leasing activities; and
- (3) conduct selling, leasing and auction activities.
- (b) No other Owner or Occupier may maintain facilities or signs, nor otherwise conduct selling or leasing activities, without Owners Corporation approval.

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25. Security keys or swipes

- (a) If relevant, the Estate Manager will issue security keys or swipes to the Owner of a Lot, but an Owner is not entitled to more keys or swipes than there are bedrooms in the Owner's Lot except in the case of a 1 bedroom Lot, where the entitlement is to 2 sets of keys or swipes.
- (b) The Estate Manager will take a deposit of \$100 for each key or swipe given, will keep that deposit if a key or swipe must be replaced, and return that deposit if a key or swipe is returned undamaged.
- (c) The Owner or Occupier of a Lot may not duplicate or copy the key or swipe.
- (d) If the Owner or Occupier of a Lot has damaged, lost or had its security key or swipe stolen, then the Owner must immediately notify the Estate Manager which will replace the key at the cost of the Owner.
- (e) The Owner or Occupier of a Lot will return any security key or swipe to the Estate Manager immediately on request.

26. Community Management Statement

- (a) The Community Management Statement contains by-laws which affect the Scheme.
- (b) An Owner or Occupier and the Owners Corporation must comply with the Community Management Statement.
- (c) If there is any inconsistency between the terms of the Community Management Statement and these by-laws, the Community Management Statement will prevail.
- (d) A breach of the by-laws contained in the Community Management Statement amounts to a breach of these by-laws.

27. Air conditioning

- (a) An Owner, Occupier or the Owners Corporation must not install or maintain on a Lot or Common Property any air conditioning unit ("unit") other than of a type and style approved by the Owners Corporation and with a power rating, noise rating and in a location directed by the Executive Committee.
- (b) An Owner and/or an Occupier of a Lot is at all times responsible for ensuring that the unit complies with all relevant legislation and regulations relating to the operating noise levels of the unit and indemnifies the Owners Corporation for any liability or expense incurred by the Owners Corporation arising from any breach of noise regulations.
- (c) An Owner of a Lot has a right of exclusive use and enjoyment of that part of the Common Property required in order to install and keep a unit to service his or her Lot.
- (d) The Owner must maintain the unit, or any modification or addition to the unit, in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary or as reasonably required by the Owners Corporation. If the Owner decides to replace or renew the unit, the Owner must inform the Owners Corporation in writing of his intention to do so at least fourteen (14) days prior to the replacement or renewal.
- (e) An Owner at his or her cost must repair any damage to the Common Property occurring in the installation, maintenance, replacement, repair or renewal of the unit or any modification or addition to the unit.
- (f) An Owner must indemnify the Owners Corporation against any liability or expense that would not have been incurred if the unit had not been installed.

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- (g) The unit always remains the property of the Owner of the Lot and does not become Common Property or come under the ownership of the Owners Corporation at any time.
- (h) Where any Air Conditioning System is installed for the benefit of an individual Lot before registration of the Strata Plan, the Owner of the Lot is liable for all costs of maintaining and operating that system. The Owner of that individual Lot is granted a right of exclusive use and enjoyment in accordance with paragraph (c) above and must comply with paragraphs (b), (d), (e) and (f) except that the phrase "Air Conditioning System" is substituted in place of the word "unit" where ever it appears in those paragraphs.
- (i) If air handling condensers are located on the balconies of Lots, they must be located either greater than 1.0m from the balustrade or, if located less than 1.0m from the balustrade, the condensers must be located on plinths or supports such that the top of the condenser is at least 760mm above the floor level, and the plinths or supporting structures are recessed beneath the condenser unit so that they do not project out and provide a foothold within the 150mm to 760mm zone. The fittings for the condensers are to be located on the end of the unit that is opposite to the balustrade and provided with a form of cover plate to avoid a foothold being created.

28. Hot water systems

- (a) This by-law applies if there is a Common Property hot water system.
- (b) The Owner of each Lot has a right to use the Common Property hot water system.
- (c) Each Owner or Occupier must give the Owners Corporation, or a person authorised by the Owners Corporation, reasonable access to his or her Lot to maintain, repair or replace the connections to the hot water system.
- (d) The Owners Corporation must operate, maintain, repair and replace the hot water system.
- (e) The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of any hot water system.

29. Structural support in the Building

An Owner or Occupier must not carry out any alteration to any part of the Building, which renders structural support to any other part of the Building without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration. The consent of all relevant authorities required by law must also be obtained for the alterations and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all relevant authorities and the Owners Corporation.

30. Access to inspect or read meters

Where any meter is located within a Lot, the Owner or Occupier of that Lot must, on receiving reasonable notice, give access to persons authorised by the Owners Corporation to allow the reading or servicing of that meter. An Owner or Occupier is entitled to require the presence of the Strata Manager, Estate Manager or other authorised employee or representative of the Owners Corporation before granting access to allow inspection or reading of any meter that is located within a Lot.

31. Controls on hours of operation and use of facilities

- (a) The Executive Committee may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or the Lots and Common Property of the Scheme:

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- (1) that non residential activities may be conducted on a Lot or Common Property only during certain times;
 - (2) that facilities situated on the Common Property may be used only during certain times or on certain conditions; and
 - (3) that deliveries to or from a Lot or Lots are to be transported through or on Common Property only during certain times or on certain conditions.
- (b) An Owner or Occupier of a Lot must comply with a determination referred to in by-law 31(a).

32. Annual fire safety certification

The Owners Corporation shall certify to the Council and the NSW Fire Brigade and provide a Fire Safety Certificate annually confirming that the essential services installed in the Building for the purpose of fire safety have been inspected and at the time of inspection are capable of operating to the required minimum standard.

33. Loading and unloading

An Owner or Occupier of a Lot must ensure that all loading and unloading of service vehicles in connection with the use of the Lot shall be carried out wholly within the Site at all times, or in designated on-street loading zones approved in consultation with Council under a traffic management plan.

34. Unobstructed driveways and parking areas

- (a) An Owner or Occupier of a Lot must not at any time obstruct driveway or parking areas and will not use any driveway or car spaces for the manufacture, storage or display of goods, materials or any other equipment and the driveways and car spaces are to be used solely for vehicular access and for the parking of vehicles associated with the use of the Lot.
- (b) An Owner or Occupier of a Lot must not at any time use any car space or the Common Property for:
 - (1) washing vehicles (other than the car wash bay area); and/or
 - (2) repairing, modifying and/or maintaining any vehicle whatsoever.

35. Vehicular access

The Owners Corporation will exhibit signs in a prominent location advising that all vehicles entering or leaving the Common Property are to be driven in a forward direction at all times.

36. Noise control – plant and machinery

An Owner or Occupier of a Lot must not cause the emission of noise by the operation of any plant and machinery or other equipment on a Lot that exceeds 5dB(A) above the background noise level when measured at the boundary of the Lot.

37. Public access

An Owner or Occupier will not obstruct a public accessway with any materials, vehicles, refuse, skips or the like under any circumstances.

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38. Energy and water rated appliances

All appliances installed in a Lot must be energy rated appliances with an energy star rating of 3 stars or more. All fittings must be water saving fittings and appliances with AAA water rating or more.

39. Failure to comply with by-laws

- (a) The Owners Corporation may do any act, as an Owner or Occupier of a Lot, that an Owner or Occupier should have done under the Act or these by-laws, but which an Owner or Occupier has not done or, in the reasonable opinion of the Owners Corporation, has not done properly.
- (b) The Owners Corporation must give an Owner and/or Occupier written notice specifying when it will enter an Owner's and/or Occupier's Lot to do any work required to be done in the exercise of the rights conferred on the Owners Corporation under these by-laws. An Owner and/or Occupier must:
 - (1) give the Owners Corporation (or persons authorised by it) access to an Owner's and/or Occupier's Lot as required by the notice and at the cost of that Owner and/or Occupier; and
 - (2) pay the Owners Corporation the costs incurred for doing the work.
- (c) The Owners Corporation may recover money an Owner or Occupier owes it under these by-laws as a debt payable upon demand.
- (d) The rights of the Owners Corporation under this by-law 39 are in addition to those that it has under the Act.

40. Cleaning of Lot and range hoods

The Owner or Occupier of a Lot shall maintain the Lot in a clean and tidy condition and free of vermin and shall clean the filters of any range hood installed in the Lot every 3 months.

41. Products used in Scheme

The Owners and Occupiers acknowledge that natural products have been specified in the design of the Building and that these natural products have characteristics that may lead to uneven wear, minor distortion, staining and discolouration. An Owner and Occupier cannot make any objection in relation to these matters. The Owners Corporation must treat and maintain those materials regularly and in accordance with the suppliers recommendations.

42. Use and maintenance of balconies

- (a) An Owner or Occupier must not, without the written consent of the Owners Corporation, use balconies or permit balconies to be used by any other person, to store furniture, goods or any other item. Outdoor furniture kept on balconies:
 - (1) must be in keeping with the appearance of the rest of the Building; and
 - (2) must not cause damage or be dangerous or have potential to cause damage or injury.
- (b) The Owner or Occupier of a Lot must at all times ensure that Balcony drainage is not blocked.
- (c) The Owner of a Lot which contains a Balcony is granted exclusive use and enjoyment of the Balcony Fittings on its Lot, and is responsible for the maintenance and repair of those Balcony Fittings, and must maintain the same in good condition.

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43. Carwash bays

An Owner or Occupier using a car wash bay area ("the area") in the Common Property must:

- (a) ensure that the area is kept clean and all rubbish is removed from the area; and
- (b) not use the area at any time for temporary car parking.

44. Storage Areas

- (a) The Owner or Occupier of any Storage Area will:
 - (1) not, except with the prior written approval of the Owners Corporation, use or store in the Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
 - (2) be responsible for the repair of any damage caused to the Storage Area and Common Property as the result of the use of the Storage Area; and
 - (3) ensure the Storage Area is kept clean and free of all rubbish and vermin.
- (b) The Owner or Occupier of any Storage Area that has an area large enough to allow the storage of a motor vehicle, trailer or boat, shall be entitled to store a motor vehicle, trailer or boat in the Storage Area.

45. Smoking

An Owner, Occupier or any person authorised to be on a Lot or on the Common Property, must not smoke any cigarette, cigar or other product on the Common Property.

46. Provision of amenities and services

- (a) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
 - (1) window cleaning;
 - (2) garbage disposal and recycling services;
 - (3) electricity, water or gas supply;
 - (4) telecommunication services (for example, cable television).
- (b) If the Owners Corporation makes a resolution referred to in by-law 46(a) to provide and amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

47. Compliance with planning and other requirements

- (a) The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.
- (b) The Owner or Occupier must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

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48. Service of documents on Owner of Lot by Owners Corporation

A document may be served on the Owner of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

49. Planter Boxes

- (a) The owners of Lots whose Balconies contain Planter Boxes are each granted exclusive use and enjoyment of the Planter Boxes adjacent to their respective Lots.
- (b) In this by-law, "Planter Boxes" means the Common Property floors and, where applicable, walls bounding those parts of Lots containing planter boxes.
- (c) The owners of Lots whose Balconies contain Planter Boxes must each maintain and keep in a state of good and serviceable repair, their respective Planter Boxes and ensure that nothing planted in their Planter Boxes damages Common Property.
- (d) Planter Boxes must not be altered or removed from their original location without the consent of the Owners Corporation. Anything planted in Planter Boxes must be watered and maintained regularly by the Owner or Occupier of the Lot and additional or replacement plantings must be of a type and size consistent with the plantings originally contained in the Planter Boxes.

50. Access rights

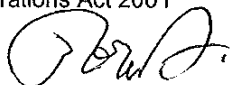
For the purpose of section 65(4) of the Act, an Owner or Occupier of a Lot is deemed to have consented to the Owners Corporation entering the Lot, to perform any work described in section 65(1) of the Act, if the Owners Corporation provides 7 days written notice to the Owner or Occupier of its intention to so enter the Lot.

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Signing page

SIGNED SEALED AND DELIVERED FOR AND
ON BEHALF OF: **HENLIA NO. 1 PTY LIMITED**
ACN 117 320 331 by the authorised persons
named below pursuant to section 127 of the
Corporations Act 2001



Signature of authorised person

Toru Abe

Name of authorised person (block letters)

DIRECTOR

Office held (block letters)



Signature of authorised person

Kohji Fukano

Name of authorised person (block letters)

SECRETARY

Office held (block letters)

SIGNED SEALED AND DELIVERED FOR AND
ON BEHALF OF: **SH HOMEBUSH ATLAS**
PTY LIMITED ACN 134 688 574 by the
authorised persons named below pursuant to
section 127 of the Corporations Act 2001



Signature of authorised person

Toru Abe

Name of authorised person (block letters)

DIRECTOR

Office held (block letters)



Signature of authorised person

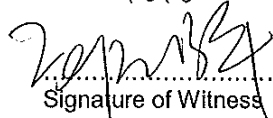
Kohji Fukano

Name of authorised person (block letters)

SECRETARY

Office held (block letters)

SIGNED SEALED AND DELIVERED FOR AND
ON BEHALF OF: **SUMITOMO MITSUI**
BANKING CORPORATION ARBN 114 053 459
by its attorney under power of attorney registered
Book 4618 No 219

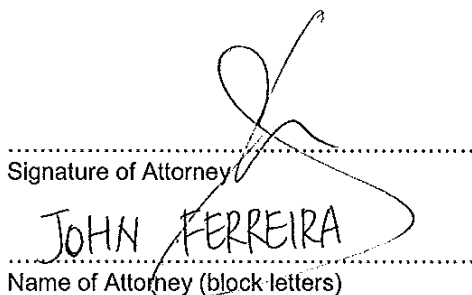


Signature of Witness

ZEPEI LU

Name of Witness (block letters)

Level 40, Chifley Tower, SYDNEY
Address of Witness (block letters)



Signature of Attorney

JOHN FERREIRA

Name of Attorney (block letters)



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/270113

SEARCH DATE	TIME	EDITION NO	DATE
5/11/2020	8:45 AM	21	14/5/2020

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270113
AT HOMEBUSH BAY
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF ST JOHN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP270113

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270113
ADDRESS FOR SERVICE OF DOCUMENTS:
C/O BRIGHT & DUGGAN
37-43 ALEXANDER STREET
CROWS NEST NSW 2065

SECOND SCHEDULE (81 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE
COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
 - 3789559 AMENDMENT TO MANAGEMENT STATEMENT REGISTERED
3.3.1998 - NUMEROUS BY-LAWS ADDED AND REPEALED SEE
ANNEXURE "A" OF MANAGEMENT STATEMENT
 - AB445025 AMENDMENT TO MANAGEMENT STATEMENT EXISTING
ACCESSWAY PLAN SHEET 17A REPLACED WITH REPLACEMENT
SHEET 17B. SEE ANNEXURE "B" OF THE MANAGEMENT
STATEMENT
 - AD377782 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 19
REPEALED AND REPLACED. SEE ANNEXURE "C" OF THE
MANAGEMENT STATEMENT.
 - AD968634 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAWS
36.1.A & 36.1.B ADDED. SEE ANNEXURE "D" OF THE
MANAGEMENT STATEMENT.
 - AF35031 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 39
ADDED. SEE ANNEXURE "E" OF THE MANAGEMENT STATEMENT
 - AF426438 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 40
ADDED. SEE ANNEXURE "F" OF THE MANAGEMENT STATEMENT
 - AG710205 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 21
REPEALED & REPLACED. SEE ANNEXURE "G" OF THE
MANAGEMENT STATEMENT.
 - AG957812 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 21
REPEALED & REPLACED. SEE ANNEXURE "H" OF THE

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SECOND SCHEDULE (81 NOTIFICATIONS) (CONTINUED)

- MANAGEMENT STATEMENT.
- AH270687 AMENDMENT TO MANAGEMENT STATEMENT. ACCESSWAY PLAN SHEET 17B REPEALED AND REPLACED WITH ACCESSWAY PLAN SHEET 17C. SEE ANNEXURE 'I' OF THE MANAGEMENT STATEMENT.
- AN686446 AMENDMENT TO MANAGEMENT STATEMENT. BY- LAWS 12 & 36B REPEALED AND REPLACED. SEE ANNEXURE "J" OF THE MANAGEMENT STATEMENT.
- AP184660 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 36C ADDED. SEE ANNEXURE 'K' OF THE MANAGEMENT STATEMENT
- AP844914 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAWS 1.11 & 21 REPEALED. BY-LAWS 1.14, 1.15, 1.16, 1.17, 1.18, 1.19, 1.20 & 21 ADDED. SEE AP844914.
- 3 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912) WITHIN THE PART(S) SHOWN SO DESIGNATED IN THE TITLE DIAGRAM - SEE PA40660
- 4 K868355 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART(S) SHOWN SO BURDENED IN DP234663
- 5 K554665 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE PART SHOWN SO BURDENED IN THE PLAN C512626
- 6 J886626 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE PART OF THE LAND DESIGNATED (B) IN DP109129
- 7 Y183409 LEASE TO THE SYDNEY COUNTY COUNCIL OF SUBSTATION PREMISES NO.6690 SHOWN IN PLAN WITH Y183409 TOGETHER WITH A RIGHT OF WAY & EASEMENT FOR ELECTRICITY PURPOSES OVER OTHER PARTS OF THE LAND ABOVE DESCRIBED. EXPIRES: 30/8/2025.
- AK971351 LEASE OF LEASE Y183409 TO BLUE ASSET PARTNER PTY LTD, ERIC ALPHA ASSET CORPORATION 1 PTY LTD, ERIC ALPHA ASSET CORPORATION 2 PTY LTD, ERIC ALPHA ASSET CORPORATION 3 PTY LTD & ERIC ALPHA ASSET CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 2.3 (b) (ii).
- AK971352 LEASE OF LEASE AK971351 TO BLUE OP PARTNER PTY LTD, ERIC ALPHA OPERATOR CORPORATION 1 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 2 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 3 PTY LTD & ERIC ALPHA OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 12.1
- AK971502 MORTGAGE OF LEASE AK971351 TO ANZ FIDUCIARY SERVICES PTY LTD
- AK971571 VARIATION OF LEASE Y183409 LESSEE NOW ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
- 8 DP266617 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES

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SECOND SCHEDULE (81 NOTIFICATIONS) (CONTINUED)

- 9 DP266617 AFFECTING THE PART(S) SHOWN SO BURDENED IN DP266617
EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES
APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE
TITLE DIAGRAM
- 10 2829866 RIGHT OF WAY APPURTENANT TO THE PART SHOWN SO
BENEFITED IN THE TITLE DIAGRAM AFFECTING THE PART
DESIGNATED (A) IN PLAN WITH 2829866
- 11 DP1084597 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED BY THE TITLE DIAGRAM
DP270113 EASEMENT RELEASED IN SO FAR AS IT AFFECTS THE
PART DESIGNATED (Z) IN DP270113 (SHT 10) (DOC. 4)
- 12 DP1084597 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE APPURTENANT
TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
DP270113 EASEMENT RELEASED IN SO FAR AS IT AFFECTS THE
PART DESIGNATED (S) IN DP270113 (SHT 10)
DP270113 EASEMENT RELEASED IN SO FAR AS IT AFFECTS THE
PART(S) DESIGNATED (S) AND (Z) IN DP270113 (SHT
10) (DOC. 4)
AH569487 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 21
IN DP270113
- 13 DP270113 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO
THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
DP270113 RELEASED IN SO FAR AS IT AFFECTS THE PART OF LOT
14 DP270113 SHOWN DESIGNATED (Y) IN SHEET 7
DP270113
- 14 DP270113 RIGHT OF FOOTWAY VARIABLE WIDTH APPURTENANT TO THE
PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
DP270113 RELEASED IN SO FAR AS IT AFFECTS THE PART OF LOT
14 DP270113 SHOWN DESIGNATED (Y) IN SHEET 7
DP270113
- 15 DP268577 RIGHT OF FOOTWAY VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM BEING
REPLACEMENT SHEET 4C
- 16 DP268577 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM BEING
REPLACEMENT SHEET 4C
- 17 DP268577 EASEMENT FOR SERVICES VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM BEING
REPLACEMENT SHEET 4C
- 18 DP268577 RIGHT OF CARRIAGEWAY 22 WIDE AND VARIABLE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
BEING REPLACEMENT SHEET 4C
- 19 DP268577 RIGHT OF FOOTWAY VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM BEING
REPLACEMENT SHEET 4C
- 20 DP268577 RIGHT OF FOOTWAY VARIABLE WIDTH AFFECTING THE

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SECOND SCHEDULE (81 NOTIFICATIONS) (CONTINUED)

		PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM BEING REPLACEMENT SHEET 4C
21	DP268577	RIGHT OF CARRIAGEWAY 20 WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM BEING REPLACEMENT SHEET 4C
22	3789549	NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOT 13
23	DP268683	EASEMENT FOR SEWERAGE PURPOSES, WATER SUPPLY WORKS, ACCESS AND DRAINAGE VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM BEING REPLACEMENT SHEET 4C
24	DP268683	POSITIVE COVENANT
25	SP75645	EASEMENT FOR SUPPORT 0.25 METRE(S) WIDE OF RETAINING WALL AND UNDERPINNING APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
26	SP75866	RIGHT TO PERMIT ROCK ANCHORS APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
27	SP75866	EASEMENT OVER AIRSPACE TO PERMIT CRANES APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
28	DP270113	RIGHT OF CARRIAGEWAY 12.5 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.3)
29	DP270113	EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.3)
30	DP270113	EASEMENT TO PERMIT EXISTING STRUCTURE TO REMAIN APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.3)
31	AA377775	EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM BEING REPLACEMENT SHEET 4C
32	AA377775	EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE PART(S) SHOWN SO BURDENED IN 14/270113, CP/SP68885, CP/SP70486 AND CP/SP70487
33	AA801664	EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF COMMUNICATIONS CABLE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE PART(S) SHOWN SO BURDENED IN CP/SP71545 AND CP/SP71546
34	SP77193	EASEMENT FOR SUPPORT AND UNDERPINNING 1 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
35	DP1103120	EASEMENT FOR WATER SUPPLY AND SEWERAGE PURPOSES, ACCESS AND DRAINAGE VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

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SECOND SCHEDULE (81 NOTIFICATIONS) (CONTINUED)

- 36 DP1103309 RIGHT OF PUBLIC ACCESS VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 37 AC586616 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE SITE
DESIGNATED (A1) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 38 DP1104526 EASEMENT FOR ELECTRICITY PURPOSES 3.3 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 39 DP1104526 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 40 DP1108974 EASEMENT FOR ELECTRICITY PURPOSES 1.1 METRE(S) WIDE
AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 41 DP1108974 RIGHT OF CARRIAGEWAY 15 METRE(S) WIDE AND VARIABLE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 42 DP1111383 EASEMENT FOR SEWERAGE 3 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 43 AC333060 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 44 DP270113 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
(DOC. 4)
- 45 DP270113 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC. 4)
- 46 DP270113 EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF
COMMUNICATION CABLE APPURTENANT TO THE PART(S) SHOWN
SO BENEFITED IN THE TITLE DIAGRAM (DOC.4)
- 47 DP270113 EASEMENT OVER AIRSPACE TO PERMIT CRANES AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
(DOC. 4)
- 48 DP270113 EASEMENT OVER AIR SPACE TO PERMIT CRANES APPURTENANT
TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
(DOC.4)
- 49 DP1118684 EASEMENT FOR ELECTRICITY PURPOSES 1 METRE(S) WIDE AND
VARIABLE APPURTENANT TO THE PART SHOWN SO BENEFITED IN
THE TITLE DIAGRAM
- 50 DP270113 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 AND
3.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM (DOC.5)
- 51 DP270113 RIGHT OF CARRIAGEWAY 6.75 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
(DOC.5)
- 52 DP270113 EASEMENT FOR ELECTRICITY PURPOSES 1.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC.5)
- 53 DP270113 EASEMENT FOR WATER SUPPLY 2.3 METRE(S) WIDE

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SECOND SCHEDULE (81 NOTIFICATIONS) (CONTINUED)

AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC.5)

54 DP270113 EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 6.75 AND
9.35 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM (DOC.5)

55 DP270113 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM (DOC.5)

56 DP270113 EASEMENT FOR SERVICES 14 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.5)

57 DP270113 EASEMENT TO DRAIN WATER 14 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
(DOC.5)

58 DP270113 RIGHT OF CARRIAGEWAY 14 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.5)

59 DP270113 EASEMENT FOR SERVICES 0.5 METRE(S) WIDE (A2)
APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE
TITLE DIAGRAM (DOC.6)

60 AH419450 NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOTS 27
& 30 IN DP270113

61 DP270113 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2, 3.3
AND 5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM (DOC.6)

62 DP270113 RIGHT OF CARRIAGEWAY 14.5 AND 15.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC.6)

63 DP270113 EASEMENT FOR ELECTRICITY PURPOSES 0.93 AND 1.5
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM (DOC.6)

64 DP270113 EASEMENT FOR WATER SUPPLY 3.1 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC.6)

65 DP270113 EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 14.5 AND
15.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM (DOC.6)

66 DP270113 EASEMENT FOR SERVICES 14.5 AND 15.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC.6)

67 DP270113 EASEMENT TO DRAIN WATER 14.5 AND 15.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC.6)

68 DP270113 RIGHT OF CARRIAGEWAY 14.5 AND 15.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC.6)

69 DP270113 EASEMENT FOR SEWERAGE PURPOSES 3.1 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC.6)

END OF PAGE 6 - CONTINUED OVER

2020/000651

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SECOND SCHEDULE (81 NOTIFICATIONS) (CONTINUED)

70 DP270113 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM (DOC.6)

71 AH657045 EASEMENT CONSTRUCTION AND MAINTENANCE OF
COMMUNICATIONS CABLE AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM

72 DP270113 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 &
4.065 METRE(S) WIDE (B1) AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM (DOC.7)

73 DP270113 RIGHT OF CARRIAGEWAY 12.5 & 25 METRE(S) WIDE (B2)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC.7)

74 DP270113 EASEMENT FOR SERVICES 12.5 & 25 METRE(S) WIDE (B3)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC.7)

75 DP270113 EASEMENT TO DRAIN WATER 12.5 & 25 METRE(S) WIDE (B4)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC.7)

76 DP270113 RIGHT OF CARRIAGEWAY 12.5 & 25 METRE(S) WIDE (B5)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC.7)

77 DP270113 EASEMENT FOR SEWERAGE PURPOSES 3 METRE(S) WIDE (B6)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM (DOC.7)

78 DP270113 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM (DOC.7)

79 AI441407 NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOT 33
IN DP270113.

80 AN822251 NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOT 20
IN DP270113

81 AN822269 NOTICE OF CONVERSION - PROPERTY NOW INCLUDES LOT 5
IN DP270113

NOTATIONS

3725312 NOTE: PROPOSED PLAN FOR PRE-LODGMET CHECK - SEE PDP 5434

3789522 NOTE: LOTS 15 AND 16 SEVERED FROM COMMUNITY SCHEME SEE
REQUEST 3789522 REGISTERED 3.3.1998

3789549 NOTE: COMMUNITY PLAN OF SUBDIVISION REGISTERED 23.2.1998.
SUBDIVIDES LOT 7 INTO LOTS 8-16

DP270113 NOTE: REGISTERED 19-5-2005. COMMUNITY BOUNDARY ADJUSTMENT
PLAN AFFECTING LOTS 1 & 14 DP270320 AND PARTIAL RELEASE OF
EASEMENTS VIDE PART 1A SECTION 88B (DOC.2)

DP270113 NOTE: REGISTERED 19-5-2005. REPLACEMENT SHEET 17B ADDED TO
THE MANAGEMENT STATEMENT

DP270113 NOTE: REGISTERED 19-5-2005. SUBDIVIDED LOTS 2 & 4 INTO 17-18

SP75866 NOTE: REGISTERED 14-11-2005. SUBDIVIDED LOT 14 INTO LOTS

END OF PAGE 7 - CONTINUED OVER

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NOTATIONS (CONTINUED)

1-141 & COMMON PROPERTY IN SP75866
DP270113 NOTE: DP270113.REGISTERED 16.8.2007 SUBDIVIDES LOTS 6 & 17
INTO LOTS 19 - 22 IN DP270113.
SP79088 NOTE: SP79088 REGISTERED 17.8.2007 SUBDIVIDES LOT 19 INTO
LOTS1-254 AND COMMON PROPERTY IN SP79088
DP270113 NOTE: REGISTERED 17.2.2011. SUBDIVIDES LOTS 3, 8-12 INTO
LOTS 23-25 IN DP270113
SP85179 NOTE: REGISTERED 4.5.2011. SUBDIVIDES LOT 22 IN DP270113 INTO
LOTS 1-15 AND COMMON PROPERTY IN SP85179
DP270113 NOTE: REGISTERED 14.7.2011. SUBDIVIDES LOT 23 INTO LOTS
26-27 IN DP270113
SP85580 NOTE: REGISTERED 5.8.2011. SUBDIVIDES LOT 26 IN DP270113 INTO
LOTS 1-217 AND COMMON PROPERTY IN SP85580
DP270113 NOTE: REGISTERED 1.8.2012. SUBDIVIDES LOTS 24-25 INTO LOTS
28-31 IN DP270113
SP86978 NOTE: REGISTERED 8.8.2012. SUBDIVIDES LOT 29 IN DP270113 INTO
LOTS 1-315 AND COMMON PROPERTY IN SP86978
AH419450 NOTE: REGISTERED 14/2/2013 CONVERSION OF LOTS 27 & 30 IN
DP270113 TO ASSOCIATION PROPERTY
DP270113 NOTE: REGISTERED 18.2.2013. CONVERSION OF LOTS 27 & 30 IN
DP270113 TO ASSOCIATION PROPERTY
DP270113 NOTE: REGISTERED 1.7.2013. SUBDIVIDES LOT 21 INTO LOTS 32-33
IN DP270113
SP88730 NOTE: REGISTERED 23.10.2013. SUBDIVIDES LOT 32 INTO LOTS
1-338 & COMMON PROPERTY IN SP88730.
DP270113 NOTE: CONVERSION OF LOT 33 IN DP270113 TO ASSOCIATION
PROPERTY
DP270113 NOTE: CONVERSION OF LOTS 5 AND 20 TO ASSOCIATION PROPERTY

UNREGISTERED DEALINGS: CS AQ361924 CS AQ361925.

*** END OF SEARCH ***

2020/000651

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Form: 21CSM
Release: 2-4

AMENDMENT OF MANAGEMENT STATEMENT

New South Wales
Section 39

Community Land Development Act 1989

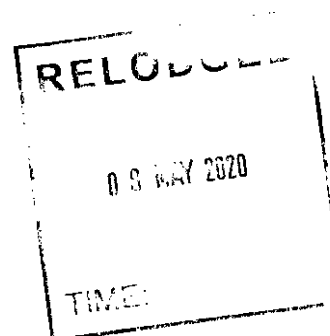


AP844914P

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	1/270113				
(B) LODGED BY	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E) Reference: BLA/2533	CODE CS		
(C) APPLICANT	<table border="1"><tr><td>Community <input type="checkbox"/> Association <input checked="" type="checkbox"/></td><td>Deposited Plan No. 270113</td></tr></table>			Community <input type="checkbox"/> Association <input checked="" type="checkbox"/>	Deposited Plan No. 270113
Community <input type="checkbox"/> Association <input checked="" type="checkbox"/>	Deposited Plan No. 270113				
(D)	The applicant certifies that by a unanimous <input checked="" type="checkbox"/> resolution passed on 18 November 2019 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:				
(E) BY-LAWS	<table border="1"><tr><td>Repealed By-law No.1.11 & By-law No.21</td><td>Added By-law No.1.14 to 1.22 & By-law No.21 as fully set out below</td></tr></table>			Repealed By-law No.1.11 & By-law No.21	Added By-law No.1.14 to 1.22 & By-law No.21 as fully set out below
Repealed By-law No.1.11 & By-law No.21	Added By-law No.1.14 to 1.22 & By-law No.21 as fully set out below				
(F) TEXT OF ADDED BY-LAW					

(See Annexure Attached)



(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the making of the seal.

Signature of witness:

Name of witness:

Date:

TREBOR BRIGHT
5 MAY 2020



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1111

ANNEXURE TO AMENDMENT TO COMMUNITY MANAGEMENT STATEMENT

By-Law 1 – Architectural and Landscape Standards

1.14 An approval granted by the Executive Committee may contain conditions, not inconsistent with this Management Statement (or any other applicable law), and in that event those conditions must be complied with by any person relying on that approval according to their terms.

1.15 In addition to any conditions imposed on an approval under the proceedings clause, any person who does internal or external building work or landscaping work (together, “**Building Works**”) must comply with the Building Works Conditions, except to the extent that such an approval provides otherwise.

1.16 General Conditions applying to Building Works

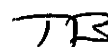
Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval and any applicable provisions of an approval granted by the Executive Committee under this by-law;
- (b) be carried out in a proper and workmanlike manner and only by persons who are dully licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia;
- (d) be fit for their purpose;
- (e) be carried out with due diligence and expedition and within a reasonable time;
- (f) cause a minimum of disruption to the use of the Community Parcel;
- (g) in any event, not occasion the occupation of Community Property except as otherwise specifically approved in writing by the Executive Committee;
- (h) except as otherwise approved by the Executive Committee, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and midday on a Saturday;
- (i) not cause damage to the Community Parcel or any part of the Community Parcel otherwise than authorised under an approval granted by the Executive Committee under this by-law;
- (j) not adversely affect the structure or support of the Community Parcel except strictly in accordance with an approval granted by the Executive Committee under this by-law; and
- (k) not cause or amount to a nuisance or hazard to other owners or occupiers of Lots or interfere unreasonably with the use of enjoyment of the Community Parcel by other owners or occupiers of Lots.

1.17 Cleanliness, protection and ratification

A person who does Building Works must:

- (a) ensure that the Community Parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure that any part of the Community Parcel affected by Building Works is kept clean and tidy on completion of Building Works;
- (c) if Building Works cause damage to the Community Parcel, rectify that damage, including doing any necessary Building Works.



1.18 Insurance

A person who does Building Works must effect and maintain the following insurance (or ensure that the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and contractors all-risk insurance (including public liability insurance to a limit of not less than \$20,000,000 per event) in respect of the conduct of the Building Works naming the Community Association as a beneficiary.

1.19 Indemnity

A person who does Building Works will indemnify the Community Association and each other owner or occupier of a Lot (the “**Indemnified Party**”) immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the Indemnified Party in connection with Building Works or their use, except to the extent that such damage, costs, loss, claim, demand, costs, loss, claim, demand suit or liability is caused by the negligence of the Indemnified Part.

1.20 Default

If a person fails to comply with any obligation under this by-law, the Community Association may carry out that obligation and recover the cost of so doing from that person.

1.21 Conflict

- (a) To the extent that any term of this by-law is inconsistent with any act or law, it is to be severed and this by-law will be read and be enforceable as if so consistent.

1.21.1 To the extent that this by-law is inconsistent with any other by-law in this Management Statement, then the provisions of this by-law prevail to the extent of that inconsistency.

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

Approval means, in connection with the Building Works:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;

1.22.1 a development consent or complying development certificate within the meaning of the *Environmental Planning and Assessment Act 1979* (NSW);

1.22.2 a certificate within the meaning of Division 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW);

1.22.3 any order, direction or other requirement given or made by an Authority;

1.22.4 an order made under Division 9.3 of the *Environmental Planning and Assessment Act 1979* (NSW); and

1.22.5 an order made under Part 2 of Chapter 7 of the *Local Government Act 1993* (NSW);

Authority means, in connection with Building Work or the Community Parcel:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the *Environmental Planning and Assessment Act 1979* (NSW);

1.22.6 the council having the relevant regulatory functions under chapter 7 of the *Local Government Act 1993* (NSW); and

1.22.7 an authorised fire officer within the meaning of section 9.35 (1) (d) of the *Environmental Planning and Assessment Act 1979* (NSW);

Building Code of Australia has the meaning given to it under the *Environmental Planning and Assessment Act 1979* (NSW);

Building Works includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and

1.22.8 as the context may require, a reference to the result of Building Works being done and supplied.

Building Works Conditions means the conditions in clauses 1.1 to 1.8 inclusive of this by-law; and

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time.

By-Law 21 – Restrictions on Parking

21.1 A person may not park a vehicle on association property except:

- (a) in an area set aside for the parking of vehicles;
- (b) in accordance with the signage designating the purpose of that parking area (for example, local resident, visitor, loading, bus or taxi); and
- (c) only for the period of time specified on the signage for that parking area.

21.2 No repairs to any vehicles may be undertaken on association property.

21.3 No vehicles with a gross weight in excess of three (3) tonnes (other than removalist vehicles) are permitted to stand on:

- (a) the driveways of any lot; or
- (b) any part of the community parcel.

21.4 Roads within the community parcel are public places for the purposes of the Road Transport (General) Act 2005. Restrictions imposed on such roads within the community parcel are to be approved by Auburn Traffic Committee but Cumberland Council is not responsible for the costs of any signposting or works carried out in respect of roads within the community parcel unless such funding is specifically approved by Cumberland Council.

21.5 Without limiting clause 24.1, an owner or occupier of a lot in a subsidiary body must not park or stand any vehicle on association property including, without limitation, any car spaces set aside as visitor parking, unless that parking area is marked for use by local residents and then only for the period of time designated on the signage for that car space.

21.6 An owner or occupier of a lot in a subsidiary body must not permit any visitor to their lot or to the community parcel to park or stand any vehicle on association property other than in an area marked as visitor parking.

21.7 Every owner and occupier of a lot in a subsidiary body must comply, and ensure that visitors to their lots or to the community parcel comply, in all respects with this by-law.

21.8 The community association may by resolution of its executive committee and for the purpose of the control, management, administration, use and/or enjoyment of the association property including, without limitation, any areas set aside as visitor parking and to preserve the security of the community parcel:

- (a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of vehicles on association property;
- (b) subject to clause 24.4, install signage on the association property in or about the car parking areas of the parcel advising of the effect of this by-law including, without limitation, that vehicles parked on association property in breach of this by-law may be wheel-clamped;

- (c) subject to clause 24.4, install signage on the association property regulating the ingress and egress of vehicles to and from the community parcel and grounds of the community association;
 - (d) establish and maintain a register of all vehicles owned or used by owners and occupiers of lots in the subsidiary bodies including:
 - the make and registration number of the vehicle;
 - the name of the owner or occupier of a lot in a subsidiary body who owns or uses the vehicle;
 - the lot number in the relevant subsidiary body and contact details of the owner or occupier;
 - if the owner or occupier does not own the vehicle, the name and contact details of the owner of the vehicle;
 - (e) take such further action consistent with this by-law as is reasonable and necessary in order to regulate or restrict the parking or standing of vehicles on association property and/or preserve the security of the community parcel.
- 21.9 If an owner or occupier of a lot in a subsidiary body parks or stands any vehicle owned by that person on association property in breach of this by-law:
- (a) if the community association has appointed an estate manager, the estate manager may, without reference to the executive committee, give a notice; or
 - (b) if there is no estate manager, the executive committee (acting reasonably) may by resolution determine that a notice be given, to that owner or occupier requiring that the owner or occupier comply with this by-law, in default of which the community association may take action in respect of the vehicle as provided in this by-law (**Notice of Breach**).
- 21.10 The Notice of Breach given under clause (5) must:
- (a) be in writing;
 - (b) be displayed prominently on the vehicle in such a way as to come to the attention of the owner of the vehicle but so as to ensure no damage is done to the vehicle;
 - (c) if the vehicle is registered, specify the registration number of the vehicle that has been or is parked or standing on association property in breach of this by-law;
 - (d) advise that if the owner or occupier fails to remove the said vehicle parked or standing on association property in breach of this by-law or parks or stands the said vehicle on association property repeatedly or persistently in breach of this by-law, the community association may affix a wheel clamping device to that vehicle; and
 - (e) advise that a fee not exceeding \$200 may be charged by the community association for removal of the wheel clamping device.
- 21.11 If an owner or occupier of a lot in a subsidiary body is given a Notice of Breach under this by-law, the owner or occupier must forthwith comply with that Notice of Breach and remove the vehicle the subject of the Notice of Breach parked on association property in breach of this by-law.
- 21.12 If a Notice of Breach is given under this by-law to an owner or occupier of a lot in a subsidiary body and the owner or occupier does not comply with the Notice of Breach, the executive committee may resolve at a duly constituted executive committee meeting to affix a wheel clamping device to the vehicle the subject of the Notice of Breach and subsequently affix, or cause to be affixed, that wheel clamping device so long as that vehicle is, at the time at which the wheel clamping device is affixed, then parked or standing on association property in breach of this by-law.
- 21.13 The signage installed by the community association under clause 24.8 warning that motor vehicles parked in breach of this by-law may be wheel-clamped must set out a telephone number or other contact details of a person authorised to release the wheel-clamp.

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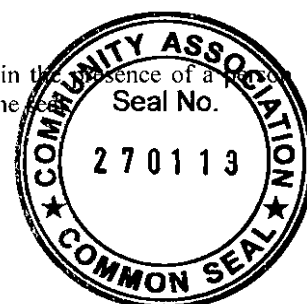
- 21.14 Every owner and occupier of a lot in a subsidiary body consents to the immobilisation by means of wheel clamping of a vehicle owned or controlled by them and parked or left on association property in breach of this by-law.
- 21.15 None of the executive committee, any member thereof, the managing agent, any estate manager and any person acting under the instructions of the executive committee in accordance with this by-law shall be liable for any loss or damage sustained by an owner or occupier of a lot in a subsidiary body to whom a Notice of Breach is given and who fails to remove a vehicle parked or standing on association property or repeatedly or persistently parks or stands a vehicle on association property in breach of this by-law after a Notice of Breach is given.
- 21.16 Each member of the executive committee, the managing agent, any estate manager, each subsidiary body and every person acting under the instruction of the executive committee in accordance with this by-law are hereby indemnified by the community association against any loss or damage suffered by any of them arising out of any action taken by any of them in accordance with this by-law.
- 21.17 For the avoidance of doubt, the estate manager and/or the executive committee must not give a Notice of Breach or affix a wheel clamping device to any vehicle on grounds which are, in the circumstances, frivolous or vexatious.
- 21.18 Nothing in this by-law operates to restrict or prevent the community association or any subsidiary body from making application to the Local Court for an order authorising the community association or that subsidiary body to dispose of any vehicle left on association property and subsequently disposing of that vehicle in accordance with the *Uncollected Goods Act 1995 (NSW)* or any Act amending or replacing that Act.
- 21.19 The Community Association can enter into agreements with Cumberland Council under section 650 of the Local Government Act 1993 to regulate car parking in accordance with the terms of the agreements.

The common seal of the **Community** association deposited plan **270113** was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: TREVIS M

Name of witness: TREVOR SEIGHT

Date: 5 MAY 2020



Form: ISCH
Edition: 1705

**CONSOLIDATION/
CHANGE OF BY-LAWS**



AM955957A

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/SP86978

(B) **LODGED BY**

Document
Collection
Box

1W

Name, Address or DX, Telephone, and Customer Account Number if any

C/- Chambers Russell Lawyers
GPO Box 7100
SYDNEY NSW 2001 P (02) 8248 2800

Reference (optional): 170002

CODE

CH

(C) The Owners-Strata Plan No. 86978 certify that a special resolution was passed on 24 October 2017

(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 5

Amended by-law No. NOT APPLICABLE

as fully set out below:

See Schedule 2 of Annexure A.

(F) A consolidated list of by-laws affecting the abovementioned 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. 86978 was affixed on 23/11/2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature

Name

Authority

TREVO BRIGHT
STRATA MANAGING AGENT

Signature

Name

Authority



Annexure A to Form 15CH

Consolidated by-laws

The Owners—Strata Plan No 86978

129/17 Marine Parade, Wentworth Point





Signed by the person(s) who attested the
affixing of the seal of the Owners Corporation
to the Form 15CH Consolidation / Change of
By-Laws to which this document is Annexed.

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Schedule 1 Consolidated By-Laws

Notes on by-laws

- (a) The by-laws regulate the day to day management and operation of the Building. They are an essential document for the Owners Corporation and any Owner or Occupier.
- (b) All Owners and Occupiers and the Owners Corporation must comply with the by-laws.
- (c) The Owners Corporation may amend the by-laws.

1. Definitions

Act means Strata Schemes Management Act 1996 (NSW) as amended.

Association Property means Lot 1 in the Community Plan and all items of infrastructure.

Air Conditioning System means an air conditioning unit and all pipes, wires, ducts, vents and grills associated with that air conditioning unit.

Authority means any national, state or local government, semi-government, quasi-government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal having jurisdiction and power in relation to the Scheme.

Balcony means the areas shown on the Strata Plan as being a "balcony", "terrace" or "courtyard" or any other area having the attributes of a balcony, terrace or courtyard.

Balcony Fittings means the Common Property taps, gas bayonets, light fittings and electricity fittings on a Balcony.

Building means the building constructed within the Scheme and includes all recreational facilities, carparking, Storage Areas and Common Property within the Scheme.

Common Property means the common property created upon the registration of the Strata Plan and the personal property of the Owners Corporation.

Community Association means Community Association D.P. No 270113.

Community Management Statement means the Community Management Statement registered with the Community Plan.

Community Parcel means the land the subject of the Community Scheme constituted on registration of the Community Plan.

Community Plan means DP270113.

Consent Authority means the relevant consent authority from time to time with building and development consent power in respect of the Community Parcel.

Council means Auburn Council.

Estate Manager means the entity which is contracted to carry out estate management services for the Community Association.

Executive Committee means the executive committee of the Owners Corporation.

Lot means a lot in the Scheme.

Occupier means the occupier, licensee or person in lawful possession of a Lot.

Original Proprietor means Henlia No.1 Pty Limited ACN 117 320 331 and SH Homebush Atlas Pty Limited ACN 134 688 574 or any nominee of Henlia No.1 Pty Limited ACN 117 320 331 and SH Homebush Atlas Pty Limited ACN 134 688 574 notified to the Executive Committee.

Owner means the registered proprietor of a Lot and includes:

- (a) the lessee for the time being of a leasehold interest in the Lot; and
- (b) a mortgagee in possession of the Lot.

Owners Corporation means the owners corporation established on registration of the Strata Plan.

Scheme means the strata scheme created on registration of the Strata Plan accompanying these by-laws.

Site means the land comprising the Strata Plan.

Storage Area means any area that is designated on the Strata Plan as a storage area including designated storage areas that form part of a Lot and any area which the original Owner or Owners Corporation, as the case may be, has granted to an Owner being a right to the exclusive use and enjoyment of an area of Common Property for the purpose of storage.

Strata Manager means the person appointed from time to time under Part 4 of Chapter 2 of the Act in relation to the Scheme.

Strata Plan means the strata plan registered with these by-laws.

2. Interpretation

In these by-laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (d) headings are for convenience and do not affect the interpretation of these by-laws; and
- (e) unenforceability of a part or provision of these by-laws does not affect the enforceability of any other part or provision.

3. Noise

An Owner or Occupier of a Lot must not create any noise on that Lot or on 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.

4. Vehicles

- 4.1** Only *bona fide* visitors (i.e. people who do not live at Catania SP86978 and are casually visiting a resident) can legally park in Visitor Parking spaces.
- 4.2** Residents (i.e. owners and tenants) are not permitted to park in Visitor Parking spaces at any time.
- 4.3** Visitors may park in Visitors Parking spaces for a maximum of three (3) successive calendar days or part thereof. Thereafter, they must vacate the Visitor Parking space they have been occupying.
- 4.4** Persons who are not residents but, nevertheless, regularly stay with a resident for 4 or more days per week on an ongoing basis shall be deemed to be residents for the purposes of the Visitor Parking Rules.
- 4.5** Deemed Residents have the same restrictions in respect of Visitor Parking spaces as do all other residents.
- 4.6** The Building Manager is authorised to take action against offenders of these rules by (a) issuing written warnings (which may be in the form of window stickers) to the offender(s); (b) instructing the Strata Manager to take action against the offender(s) at NCAT; and/or (c) organizing for the offending vehicle(s) to be towed away.
- 4.7** Any costs incurred by the Owners Corporation in pursuant of these parking rules shall be due to the Owners Corporation by the offender(s) as a debt and may be legally recovered accordingly.

5. Obstruction of Common Property

An Owner or Occupier must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

6. Damage to lawns and plants on Common Property

An Owner or Occupier 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; and
- (b) use for his or her own purposes as a garden any portion of Common Property.

7. Damage to Common Property

- (a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of Common Property except with the written approval of the Owners Corporation.
- (b) An approval given by the Owners Corporation under this by-law cannot authorise any additions to Common Property.
- (c) This by-law does not prevent an Owner or person authorised by an Owner from installing:
 - (1) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;
 - (2) any screen or other device to prevent entry of animals or insects on the Owner's Lot;
 - (3) any structure or device to prevent harm to children; or
 - (4) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot,unless the device is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property.
- (d) 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.
- (e) Despite section 62 of the Act, the Owner of a Lot must:
 - (1) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 7(c) that forms part of Common Property and that services the Lot; and
 - (2) repair any damage caused to any part of Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in this by-law that forms part of Common Property and that services the Lot.
- (f) If an Owner or person authorised by an Owner installs a device, screen or structure pursuant to this by-law which does not comply with fire safety standards of Australia or is not in keeping with the appearance of the Building in accordance with this by-law, the Owners Corporation or any person authorised by it, may remove such screen, structure

or device and replace it with a screen, structure or device which complies with fire safety standards of Australia or is in keeping with the appearance of the Building in accordance with this by-law. The costs of the Owners Corporation in removing and replacing that screen, structure or device shall be a debt payable by the Owner to the Owners Corporation on demand.

8. Behaviour of Owners and Occupiers

- (a) 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.
- (b) An Owner or Occupier must take all reasonable steps to ensure that any persons authorised by an Owner or Occupier of a Lot to enter the Building 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 the Common Property.
- (c) Where these by-laws require a person authorised by an Owner or Occupier to do anything or to refrain from doing anything, the Owner or Occupier inviting or permitting that authorised person to enter the Building must ensure that the relevant authorised person complies with such requirement.

9. Children playing on Common Property in Building

- (a) An Owner or Occupier 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 car parking or recreational area or other area of possible danger or hazard to children.
- (b) An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play or otherwise obstruct the lifts, stairs or access ways on Common Property.

10. 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.

11. Depositing rubbish and other material on Common Property

An Owner or Occupier must not deposit or throw on Common Property any rubbish, dirt, dust or other material or discarded item other than in receptacles placed on Common Property for this purpose.

12. Washing, curtains, vehicles

An Owner or Occupier may not:

- (a) dry, air or display clothing other than in areas designated for that purpose by the Estate Manager;
- (b) without the consent of the Executive Committee permit rubbish, materials, vehicles, plant or equipment to remain in locations visible outside its Lot; or
- (c) treat windows and glass doors with any treatment (including, without limit, curtains or blinds) other than those of a style and colour approved by the Owners Corporation.

13. Cleaning windows and doors

An Owner or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of that Lot, including so much as is Common Property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

14. Storage of Inflammable liquids and other substances and materials

- (a) 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 Common Property any inflammable chemical, liquid or gas or other inflammable material in a quantity exceeding one litre.
- (b) 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.

15. Moving and delivering furniture and goods

- (a) Owners and Occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of the Building or move large articles (e.g. furniture) through Common Property.
- (b) When an Owner or Occupier takes deliveries or moves furniture or goods through the Building, they must:
 - (1) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
 - (2) repair any damage they (or the person making the delivery) cause to Common Property; and
 - (3) if they (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.
- (c) The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Building:
 - (1) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;
 - (2) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;
 - (3) Owners or Occupiers may be prohibited from moving items through the front foyer(s) of the Building and/or restricted to using a particular lift or lifts nominated by the Owners Corporation; and
 - (4) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.

- (d) The Owners Corporation may appoint the Estate Manager and/or the Strata Manager to assist it to perform its functions under this by-law. If this happens, Owners and Occupiers must:
 - (1) make arrangements with the person so appointed when they move in or out of the Building; and
 - (2) comply with the requirements of the person so appointed when they take deliveries or move furniture or goods through the Building.

16. Floor coverings

- (a) 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.
- (b) An Owner must not cover the floor space of a Lot with tiles, timber flooring, or any other substance which may cause a nuisance or disturb the peaceful enjoyment of the Owner or Occupiers of another Lot without the consent in writing of the Owners Corporation, which consent may be withheld in its absolute discretion.
- (c) If an Owner wants to change the floor covering or treatment of a Lot to other than the floor covering or treatment existing as at the date of registration of the Strata Plan:
 - (1) the impact insulation rating of an installed floor covering or treatment must have an impact insulation rating classification of not less than 50 as measured in accordance with AS 1055-01997 and must comply with the requirement of the Building Code of Australia;
 - (2) the Owner of the Lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or treatments of the Lot; and
 - (3) following installation of the floor covering or treatment, provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person to demonstrate that this by-law has been complied with.
- (d) By-law 16(b) does not apply to floor space of a Lot comprising a kitchen, laundry, lavatory or bathroom.
- (e) By-law 16(c)(2) does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering, treatment or surface.

17. Garbage disposal

- (a) An Owner or Occupier of a Lot that does not have shared receptacles for garbage, recyclable material or waste:
 - (1) must maintain such receptacles within the Lot, or on such part of Common Property as may be authorised by the Owners Corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered;
 - (2) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;

- (3) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected;
 - (4) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the Lot or other area referred to in paragraph (1);
 - (5) must not place any thing in the receptacles of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier; and
 - (6) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (b) An Owner or Occupier of a Lot that has shared receptacles for garbage, recyclable material or waste:
- (1) must ensure that:
 - (A) recyclable material or waste is transported to the receptacles in secure waterproof bags, or containers, and in the case of fluid waste in sealed containers that do not leak; and
 - (B) before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (2) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (c) In no circumstances may garbage, recyclable material or waste (or receptacles for the same) be visible from outside the Building other than on days specified by the Council for collection.
- (d) If there is any inconsistency between the terms of this by-law and any Consent Authority requirements, the Consent Authority requirements will prevail.

18. Keeping of animals

- (a) Subject to section 49(4) of the Act, an Owner or Occupier must not, without the written consent of the Executive Committee, keep any animal on its Lot or on Common Property.
- (b) A request for written consent of the Executive Committee must include:
 - (1) details of the type and size (including weight) of the animal; and
 - (2) a photograph of the animal,
 and consent will not be granted for an animal other than a:
 - (3) cat; or
 - (4) dog weighing less than 10kg (other than a dangerous dog as defined in the Companion Animals Act 1998); or

- (5) caged bird; and/or
- (6) fish in a secure aquarium; or
- (7) any other small animal approved by the Executive Committee.
- (c) An Owner or Occupier must ensure that its cat, dog or caged bird is vaccinated and micro chipped, registered with the local council and its registration number is given to the Owners Corporation before and while it is kept on the Owner's or Occupier's Lot.
- (d) An Owner and Occupier must ensure that its cat, dog or bird:
 - (1) is kept within the Lot whenever practicable;
 - (2) is carried, leashed, caged or otherwise kept under control when on the Common Property;
 - (3) is prevented from fouling the Common Property and that any such fouling is immediately removed; and
 - (4) does not interfere with the peaceful enjoyment of another Owner or Occupier of a Lot in the Scheme, or damage the Common Property or the property of another Owner or Occupier and that any such damage must immediately be made good at no cost to the Owners Corporation.
- (e) Any animal found on the Common Property that is not carried, leashed, caged or otherwise accompanied by an Owner, Occupier or visitor at all times while on the Common Property, may be removed at that time from the Common Property to the RSPCA or similar facility without the need for prior investigations as to ownership and without any duty to recompense an Owner, Occupier or visitor to the Scheme any associated costs, including but not limited to any costs associated with the animal's recovery.
- (f) If three or more substantiated complaints about an animal's behaviour are made within a consecutive sixty day period by another Owner or Occupier of a Lot, the Executive Committee is entitled to rescind its consent by way of written notice to the Owner or Occupier, following which the animal must be removed from the Lot and the Scheme within seven days.
- (g) Nothing in this by-law overrides the operation of the Companion Animals Act 1998.

19. Appearance of Lot

- (a) The Owner or Occupier of a Lot must not, except with 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 appearance of rest of the Building.
- (b) If a Lot contains a private courtyard, the Owner or Occupier of that Lot must maintain the landscaping and the general appearance of the courtyard in accordance with the landscaping standards and the general standard of the Building.
- (c) The Owner or Occupier must not, without the written consent of the Owners Corporation, affix anything to the exterior of the Building or a Lot within the Building or the Common Property or maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building. This prohibition includes (without limitation):
 - (1) the display of "for sale" or "for lease" signs, or any other form of notice or advertising; and

- (2) satellite dishes or antennas.

20. Change in use of Lot to be notified

- (a) An Occupier of a Lot must notify the Owners Corporation if the Occupier uses a Lot in a way that may affect the insurance premiums for the Scheme (for example, if the use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for non residential purposes).
- (b) Notwithstanding by-law 20(a), the Owner or Occupier is only permitted to use the Lot for residential purposes.

21. 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 on the Site or to reduce the level of fire safety in the Lots or Common Property.

22. Prevention of hazards

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using Common Property.

23. Provision of amenities or services

- (a) The Owners Corporation acknowledges and agrees with the provisions of by-law 23 of the Community Management Statement and without limiting the generality of the foregoing, the Owners Corporation hereby irrevocably appoints:
 - (1) the Community Association to act on its behalf in contracting out services, pursuant to by-law 23 of the Community Management Statement; and
 - (2) the Executive Committee as its attorney to sign on its behalf any contract referred to in by-law 23 of the Community Management Statement.
- (b) Without limiting by-law 23(a) an Owner of a Lot used for non-residential purposes must pay for the costs of any services and/or amenities in relation to garbage, waste and recycling services or any other services provided to any such part of the Common Property which may be designated by the Owners Corporation for garbage, recyclable material or waste collection. Such costs must be apportioned equally between the Owners of Lots used for non-residential purposes.

24. Selling and leasing activities

- (a) The Original Proprietor may on Common Property and any Lot owned by the Original Proprietor:
 - (1) maintain selling and leasing offices and facilities;
 - (2) maintain signs in connection with those selling and leasing activities; and
 - (3) conduct selling, leasing and auction activities.
- (b) No other Owner or Occupier may maintain facilities or signs, nor otherwise conduct selling or leasing activities, without Owners Corporation approval.

25. Security keys or swipes

- (a) If relevant, the Estate Manager will issue security keys or swipes to the Owner of a Lot, but an Owner is not entitled to more keys or swipes than there are bedrooms in the Owner's Lot except in the case of a 1 bedroom Lot, where the entitlement is to 2 sets of keys or swipes.
- (b) The Estate Manager will take a deposit of \$100 for each key or swipe given, will keep that deposit if a key or swipe must be replaced, and return that deposit if a key or swipe is returned undamaged.
- (c) The Owner or Occupier of a Lot may not duplicate or copy the key or swipe.
- (d) If the Owner or Occupier of a Lot has damaged, lost or had its security key or swipe stolen, then the Owner must immediately notify the Estate Manager which will replace the key at the cost of the Owner.
- (e) The Owner or Occupier of a Lot will return any security key or swipe to the Estate Manager immediately on request.

26. Community Management Statement

- (a) The Community Management Statement contains by-laws which affect the Scheme.
- (b) An Owner or Occupier and the Owners Corporation must comply with the Community Management Statement.
- (c) If there is any inconsistency between the terms of the Community Management Statement and these by-laws, the Community Management Statement will prevail.
- (d) A breach of the by-laws contained in the Community Management Statement amounts to a breach of these by-laws.

27. Air conditioning

- (a) An Owner, Occupier or the Owners Corporation must not install or maintain on a Lot or Common Property any air conditioning unit ("unit") other than of a type and style approved by the Owners Corporation and with a power rating, noise rating and in a location directed by the Executive Committee.
- (b) An Owner and/or an Occupier of a Lot is at all times responsible for ensuring that the unit complies with all relevant legislation and regulations relating to the operating noise levels of the unit and indemnifies the Owners Corporation for any liability or expense incurred by the Owners Corporation arising from any breach of noise regulations.
- (c) An Owner of a Lot has a right of exclusive use and enjoyment of that part of the Common Property required in order to install and keep a unit to service his or her Lot.
- (d) The Owner must maintain the unit, or any modification or addition to the unit, in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary or as reasonably required by the Owners Corporation. If the Owner decides to replace or renew the unit, the Owner must inform the Owners Corporation in writing of his intention to do so at least fourteen (14) days prior to the replacement or renewal.
- (e) An Owner at his or her cost must repair any damage to the Common Property occurring in the installation, maintenance, replacement, repair or renewal of the unit or any modification or addition to the unit.
- (f) An Owner must indemnify the Owners Corporation against any liability or expense that would not have been incurred if the unit had not been installed.

- (g) The unit always remains the property of the Owner of the Lot and does not become Common Property or come under the ownership of the Owners Corporation at any time.
- (h) Where any Air Conditioning System is installed for the benefit of an individual Lot before registration of the Strata Plan, the Owner of the Lot is liable for all costs of maintaining and operating that system. The Owner of that individual Lot is granted a right of exclusive use and enjoyment in accordance with paragraph (c) above and must comply with paragraphs (b), (d), (e) and (f) except that the phrase "Air Conditioning System" is substituted in place of the word "unit" where ever it appears in those paragraphs.
- (i) If air handling condensers are located on the balconies of Lots, they must be located either greater than 1.0m from the balustrade or, if located less than 1.0m from the balustrade, the condensers must be located on plinths or supports such that the top of the condenser is at least 760mm above the floor level, and the plinths or supporting structures are recessed beneath the condenser unit so that they do not project out and provide a foothold within the 150mm to 760mm zone. The fittings for the condensers are to be located on the end of the unit that is opposite to the balustrade and provided with a form of cover plate to avoid a foothold being created.

28. Hot water systems

- (a) This by-law applies if there is a Common Property hot water system.
- (b) The Owner of each Lot has a right to use the Common Property hot water system.
- (c) Each Owner or Occupier must give the Owners Corporation, or a person authorised by the Owners Corporation, reasonable access to his or her Lot to maintain, repair or replace the connections to the hot water system.
- (d) The Owners Corporation must operate, maintain, repair and replace the hot water system.
- (e) The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of any hot water system.

29. Structural support in the Building

An Owner or Occupier must not carry out any alteration to any part of the Building, which renders structural support to any other part of the Building without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration. The consent of all relevant authorities required by law must also be obtained for the alterations and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all relevant authorities and the Owners Corporation.

30. Access to inspect or read meters

Where any meter is located within a Lot, the Owner or Occupier of that Lot must, on receiving reasonable notice, give access to persons authorised by the Owners Corporation to allow the reading or servicing of that meter. An Owner or Occupier is entitled to require the presence of the Strata Manager, Estate Manager or other authorised employee or representative of the Owners Corporation before granting access to allow inspection or reading of any meter that is located within a Lot.

31. Controls on hours of operation and use of facilities

- (a) The Executive Committee may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or the Lots and Common Property of the Scheme:

- (1) that non residential activities may be conducted on a Lot or Common Property only during certain times;
 - (2) that facilities situated on the Common Property may be used only during certain times or on certain conditions; and
 - (3) that deliveries to or from a Lot or Lots are to be transported through or on Common Property only during certain times or on certain conditions.
- (b) An Owner or Occupier of a Lot must comply with a determination referred to in by-law 31(a).

32. Annual fire safety certification

The Owners Corporation shall certify to the Council and the NSW Fire Brigade and provide a Fire Safety Certificate annually confirming that the essential services installed in the Building for the purpose of fire safety have been inspected and at the time of inspection are capable of operating to the required minimum standard.

33. Loading and unloading

An Owner or Occupier of a Lot must ensure that all loading and unloading of service vehicles in connection with the use of the Lot shall be carried out wholly within the Site at all times, or in designated on-street loading zones approved in consultation with Council under a traffic management plan.

34. Unobstructed driveways and parking areas

- (a) An Owner or Occupier of a Lot must not at any time obstruct driveway or parking areas and will not use any driveway or car spaces for the manufacture, storage or display of goods, materials or any other equipment and the driveways and car spaces are to be used solely for vehicular access and for the parking of vehicles associated with the use of the Lot.
- (b) An Owner or Occupier of a Lot must not at any time use any car space or the Common Property for:
 - (1) washing vehicles (other than the car wash bay area); and/or
 - (2) repairing, modifying and/or maintaining any vehicle whatsoever.

35. Vehicular access

The Owners Corporation will exhibit signs in a prominent location advising that all vehicles entering or leaving the Common Property are to be driven in a forward direction at all times.

36. Noise control – plant and machinery

An Owner or Occupier of a Lot must not cause the emission of noise by the operation of any plant and machinery or other equipment on a Lot that exceeds 5dB(A) above the background noise level when measured at the boundary of the Lot.

37. Public access

An Owner or Occupier will not obstruct a public accessway with any materials, vehicles, refuse, skips or the like under any circumstances.

38. Energy and water rated appliances

All appliances installed in a Lot must be energy rated appliances with an energy star rating of 3 stars or more. All fittings must be water saving fittings and appliances with AAA water rating or more.

39. Failure to comply with by-laws

- (a) The Owners Corporation may do any act, as an Owner or Occupier of a Lot, that an Owner or Occupier should have done under the Act or these by-laws, but which an Owner or Occupier has not done or, in the reasonable opinion of the Owners Corporation, has not done properly.
- (b) The Owners Corporation must give an Owner and/or Occupier written notice specifying when it will enter an Owner's and/or Occupier's Lot to do any work required to be done in the exercise of the rights conferred on the Owners Corporation under these by-laws. An Owner and/or Occupier must:
 - (1) give the Owners Corporation (or persons authorised by it) access to an Owner's and/or Occupier's Lot as required by the notice and at the cost of that Owner and/or Occupier; and
 - (2) pay the Owners Corporation the costs incurred for doing the work.
- (c) The Owners Corporation may recover money an Owner or Occupier owes it under these by-laws as a debt payable upon demand.
- (d) The rights of the Owners Corporation under this by-law 39 are in addition to those that it has under the Act.

40. Cleaning of Lot and range hoods

The Owner or Occupier of a Lot shall maintain the Lot in a clean and tidy condition and free of vermin and shall clean the filters of any range hood installed in the Lot every 3 months.

41. Products used in Scheme

The Owners and Occupiers acknowledge that natural products have been specified in the design of the Building and that these natural products have characteristics that may lead to uneven wear, minor distortion, staining and discolouration. An Owner and Occupier cannot make any objection in relation to these matters. The Owners Corporation must treat and maintain those materials regularly and in accordance with the suppliers recommendations.

42. Use and maintenance of balconies

- (a) An Owner or Occupier must not, without the written consent of the Owners Corporation, use balconies or permit balconies to be used by any other person, to store furniture, goods or any other item. Outdoor furniture kept on balconies:
 - (1) must be in keeping with the appearance of the rest of the Building; and
 - (2) must not cause damage or be dangerous or have potential to cause damage or injury.
- (b) The Owner or Occupier of a Lot must at all times ensure that Balcony drainage is not blocked.
- (c) The Owner of a Lot which contains a Balcony is granted exclusive use and enjoyment of the Balcony Fittings on its Lot, and is responsible for the maintenance and repair of those Balcony Fittings, and must maintain the same in good condition.

43. Carwash bays

An Owner or Occupier using a car wash bay area ("the area") in the Common Property must:

- (a) ensure that the area is kept clean and all rubbish is removed from the area; and
- (b) not use the area at any time for temporary car parking.

44. Storage Areas

- (a) The Owner or Occupier of any Storage Area will:
 - (1) not, except with the prior written approval of the Owners Corporation, use or store in the Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
 - (2) be responsible for the repair of any damage caused to the Storage Area and Common Property as the result of the use of the Storage Area; and
 - (3) ensure the Storage Area is kept clean and free of all rubbish and vermin.
- (b) The Owner or Occupier of any Storage Area that has an area large enough to allow the storage of a motor vehicle, trailer or boat, shall be entitled to store a motor vehicle, trailer or boat in the Storage Area.

45. Smoking

An Owner, Occupier or any person authorised to be on a Lot or on the Common Property, must not smoke any cigarette, cigar or other product on the Common Property.

46. Provision of amenities and services

- (a) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
 - (1) window cleaning;
 - (2) garbage disposal and recycling services;
 - (3) electricity, water or gas supply;
 - (4) telecommunication services (for example, cable television).
- (b) If the Owners Corporation makes a resolution referred to in by-law 46(a) to provide and amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

47. Compliance with planning and other requirements

- (a) The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.
- (b) The Owner or Occupier must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

48. Service of documents on Owner of Lot by Owners Corporation

A document may be served on the Owner of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

49. Planter Boxes

- (a) The owners of Lots whose Balconies contain Planter Boxes are each granted exclusive use and enjoyment of the Planter Boxes adjacent to their respective Lots.
- (b) In this by-law, "Planter Boxes" means the Common Property floors and, where applicable, walls bounding those parts of Lots containing planter boxes.
- (c) The owners of Lots whose Balconies contain Planter Boxes must each maintain and keep in a state of good and serviceable repair, their respective Planter Boxes and ensure that nothing planted in their Planter Boxes damages Common Property.
- (d) Planter Boxes must not be altered or removed from their original location without the consent of the Owners Corporation. Anything planted in Planter Boxes must be watered and maintained regularly by the Owner or Occupier of the Lot and additional or replacement plantings must be of a type and size consistent with the plantings originally contained in the Planter Boxes.

50. Access rights

For the purpose of section 65(4) of the Act, an Owner or Occupier of a Lot is deemed to have consented to the Owners Corporation entering the Lot, to perform any work described in section 65(1) of the Act, if the Owners Corporation provides 7 days written notice to the Owner or Occupier of its intention to so enter the Lot.

SPECIAL BY-LAW 1 - Smoking

An Owner or Occupier of a Lot and a Visitor of their Lot must not:

1. smoke on the common property;
2. deposit any smoking paraphernalia including but not limited to cigarettes, matches or ash on the common property;
3. throw or discard cigarette butts, matches, ash or litter from balconies or windows;
4. permit cooking or cigarette smoke to escape, drift or be smelt from the lot into another lot or common property, such that it is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.
- 4.5 Deemed Residents have the same restrictions in respect of Visitor Parking spaces as do all other residents.
- 4.6 The Building Manager is authorised to take action against offenders of these rules by (a) issuing written warnings (which may be in the form of window stickers) to the offender(s); (b) instructing the Strata Manager to take action against the offender(s) at NCAT; and/or (c) organizing for the offending vehicle(s) to be towed away.
- 4.7 Any costs incurred by the Owners Corporation in pursuant of these parking rules shall be due to the Owners Corporation by the offender(s) as a debt and may be legally recovered accordingly.

SPECIAL BY-LAW 2 - Prohibition of Smoking

- 1.1 An Owner or occupier of a lot must not:
- (a) Smoke within a lot or on the common property; or
 - (b) drop, throw, place or leave any refuse from Smoking, including without limitation any butt or match, on the common property.
- 1.2 An owner or occupier of a lot must take all reasonable steps to ensure that their invitees comply with this by-law as if those invitees were that owner or occupier.
- 1.3 An owner or occupier is liable for the conduct of their invitees that contravenes this by- law as if those invitees were that owner or occupier.
- 1.4 In this By-Law *Smoke* means smoke, hold or otherwise use a tobacco product or other product designed or adapted for smoking, without limitation including cigarettes, cigars or cigarette-type products, electronic cigarettes, pipes, water pipes, or hookahs

2.1 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (c) any reference to legislation includes any amending or replacing legislation;
- (d) any reference to legislation includes any subordinate legislation or other instrument created there under; and
- (e) a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning.

2.2 Conflict

- (a) To the extent that any term of this by-law is inconsistent with the Strata Schemes Management Act 1996 or any other Act or law it is to be severed and this by-law will be read and be enforceable as if so consistent.
- (b) To the extent that this by-law is inconsistent with any other by-law of the Strata Scheme the provisions of this by-law prevail to the extent of that inconsistency.

SPECIAL BY-LAW 3 - Tiling

Scope of By-law

1. This by-law provides that any Owner of a lot, at the Owner's cost, may replace the kitchen, laundry & or foyer/living area tiles in their lot and on so much of the common property as is necessary.
2. For the purpose of this by-law, "tiles" mean the original kitchen laundry & or foyer/living area floor and/or wall tiles attached to any boundary wall within the lot installed at the time the strata plan was registered.
3. The Owner may only replace the tiles in accordance with the conditions provided in this by-law.

Conditions

4. The Owner must obtain the written approval from the executive committee for any replacement tiles.
5. The Owner must ensure that the tiles are compliant with the BCA standards applicable at the time of replacement of the kitchen tiles within their lot.
6. The Owner must ensure the replacement of the tiles is done by duly licensed insured contractor and is completed in a proper and workmanlike manner.
7. The Owner must ensure that the tiles are appropriately installed to prevent any water penetration into the lot and the Owner shall be responsible for any water penetration issues caused by the replacement of the tiles.
8. The Owner must properly maintain and keep the tiles in a state of good and serviceable repair and/or replace the tiles if considered necessary by the Owners Corporation.

Liability and Indemnity

9. The Owner indemnifies the Owners Corporation against all loss and damage suffered by the Owner as a result of replacing the tiles including the repair and maintenance of the tiles and liability under section 65(6) of the Act in respect of repair of the common property attached to the tiles.
10. Any loss and damage suffered by the Owners Corporation as a result of replacing the tiles may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
11. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Strata Schemes Management Act 1996.

SPECIAL BY-LAW 4 - Bathroom Renovations

Scope of By-law

1. This by-law provides that any owner of a lot in strata plan no.86978 (the "Owner") may undertake Bathroom Renovations in their lot and on so much of the common property as is necessary subject to the conditions under this by-law.
2. "Bathroom Renovations" means the following additions or alterations undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) to any bathroom area within the Owner's lot that affect the common property –
 - (a) Retiling and/or waterproofing the bathroom floors of the lot.
 - (b) Retiling and/or waterproofing the bathroom walls located on a common wall within the lot.
 - (c) Reallocation of any bathroom fixtures including hot water service units, showers, bathtubs, cisterns, taps, toilets and/or any other bathroom items affixed to the common property.
 - (d) Plumbing and/or any electrical works within the bathroom area of the lot.
 - (c) Installation of an exhaust or heat fan/ventilation system within the bathroom area of the lot.
3. Where any Bathroom Renovations covered under clause 2 of this by-law was undertaken by an Owner before this by-law was made then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Bathroom Renovations.
4. The Owner must undertake and keep any Bathroom Renovations in accordance with the conditions provided under this by-law.

Conditions

5. The Owner must obtain written approval for any Bathroom Renovations from –
 - (a) the executive committee of the Owners Corporation;
 - (b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
 - (c) any other relevant statutory authority whose requirements apply to Bathroom Renovations.

6. The Owner must submit to the Owners Corporation the following documents relating to any Bathroom Renovations prior to obtaining written approval from the executive committee of the Owners Corporation:
 - (a) plans and drawings;
 - (b) specifications of any alterations to the area; and
 - (c) any other documents reasonably required by the Owners Corporation.

Schedule 2 Addition of Special By-Law 5

SPECIAL BY-LAW 5

A by-law with respect to lot 234 accessibility modifications.

1 Approval of work

1.1 Work

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

1.2 Exclusive use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

1.3 Building Works

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- (a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- (b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

1.5 Costs

The Authorised Owner must pay the owners corporation's reasonable costs in connection herewith (including legal costs, disbursements, strata management costs, and registration costs, but excluding costs of consolidating by-laws other than this by-law for registration).

1.6 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- (b) in any other case, to the extent otherwise required by law.

1.7 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area, except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

1.8 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

1.9 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

2 Methods and procedures

2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consent

On written demand of a person granted a right hereunder, the owners corporation must provide its consent as may be required by any Authority in connection with an exercise by that person of that right, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - (i) as reasonably determined from time to time by the owners corporation; or
 - (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;

- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.4 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

2.7 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
 - (i) in accordance with any applicable law and any other applicable requirement hereof; and
 - (ii) in a proper and workmanlike manner and exercising due care and skill.

***Note.** If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

2.9 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

2.10 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
 - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
 - (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts.

***Note.** The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.*

2.12 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

3 Definitions and interpretation

3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

3.2 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;

- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means lot 234 in the strata scheme bearing folio identifier 234/SP86978;

Authorised Owner means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

Building Works has the meaning given to it in the Building Works Conditions;

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
 - (i) only accessible from within that premises; or
 - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

owner means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

Permitted Work means Building Works as set out in the Scope of Works.

Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

Scope of Works means the Scope of Works in Annexure B;

strata plan means strata plan number 86978; and

strata scheme means the strata scheme relating to the strata plan.

Annexure A Building Works Conditions

1 Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to the Owner and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Connection to services

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

1.3 Cleanliness, protection and rectification

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

1.4 Bond

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

1.5 Plans and specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

1.6 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$5,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

1.7 Ownership of works

Building works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

1.8 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Building Works means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time.

You means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

Your has a corresponding meaning to You.

Annexure B Scope of Works

1 Scope of Works

The renovation of the Lot in accordance with the documents annexed to this By-Law, including:

1.1 Front door

- (a) installation of automated door equipment and associated items including electricals;

1.2 Rear sliding door

- (a) removal of existing sliding door unit;
- (b) installation of 3 panel stacker door including the recess of the door into the existing sill;
- (c) installation of automated sliding door equipment and associated items;
- (d) installation of ramp;

1.3 Car park automated door

- (a) installation of an automated door opening system on the car park side of the existing fire door between car park and common property foyer adjacent to units 126, 128 and 129;
- (b) the location of the door is marked on the annexed plan, being an excerpt from sheet 14 of the strata plan;
- (c) installation of a button either side of the door or connection to the existing security system to grant access to lobby;
- (d) allowance for the door to be manually operated in case of power failure;
- (e) connection of power for automated door from the existing common property light circuit, requiring 1 amp of power;

1.4 Ensuite

- (a) removal of floor and wall tiling;
- (b) removal of toilet and cistern;
- (c) installation of strip drain across width of shower;
- (d) removal of swing door and widening of doorway to install 1000mm sliding door;
- (e) installation of new waterproofing membrane;
- (f) installation of non-slip tiles to floor and walls;
- (g) installation of disabled toilet;
- (h) allow for transition from bedroom to tiled area to be level or allow for installation of wedge ramp;

1.5 Throughout

- (a) removal of carpeting;
- (b) installation of floating floor;
- (c) modify window openings and latch mechanisms;

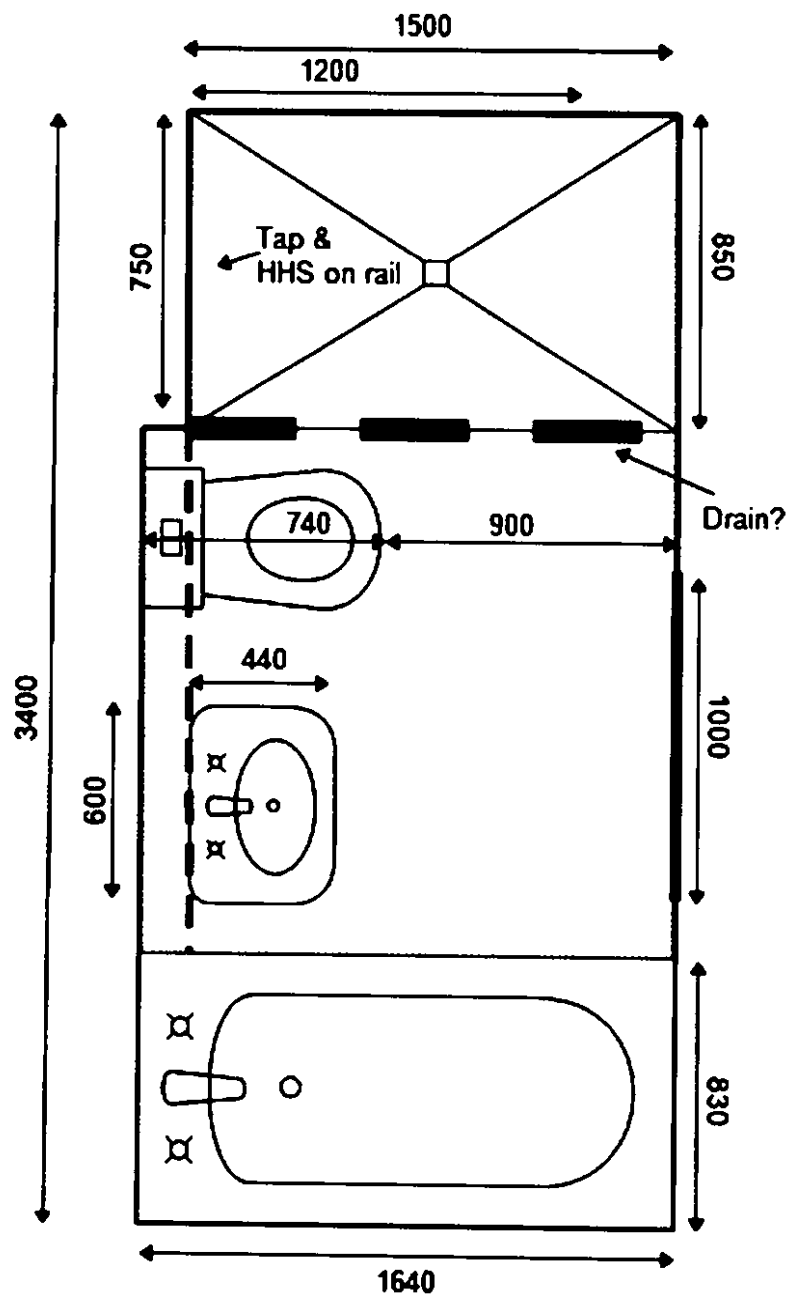
1.6 Kitchen

- (a) removal of kitchen island and installation of new kitchen island; and
- (b) removal of tiling and installation of matching tiling as required.

1.7 Plans and drawings

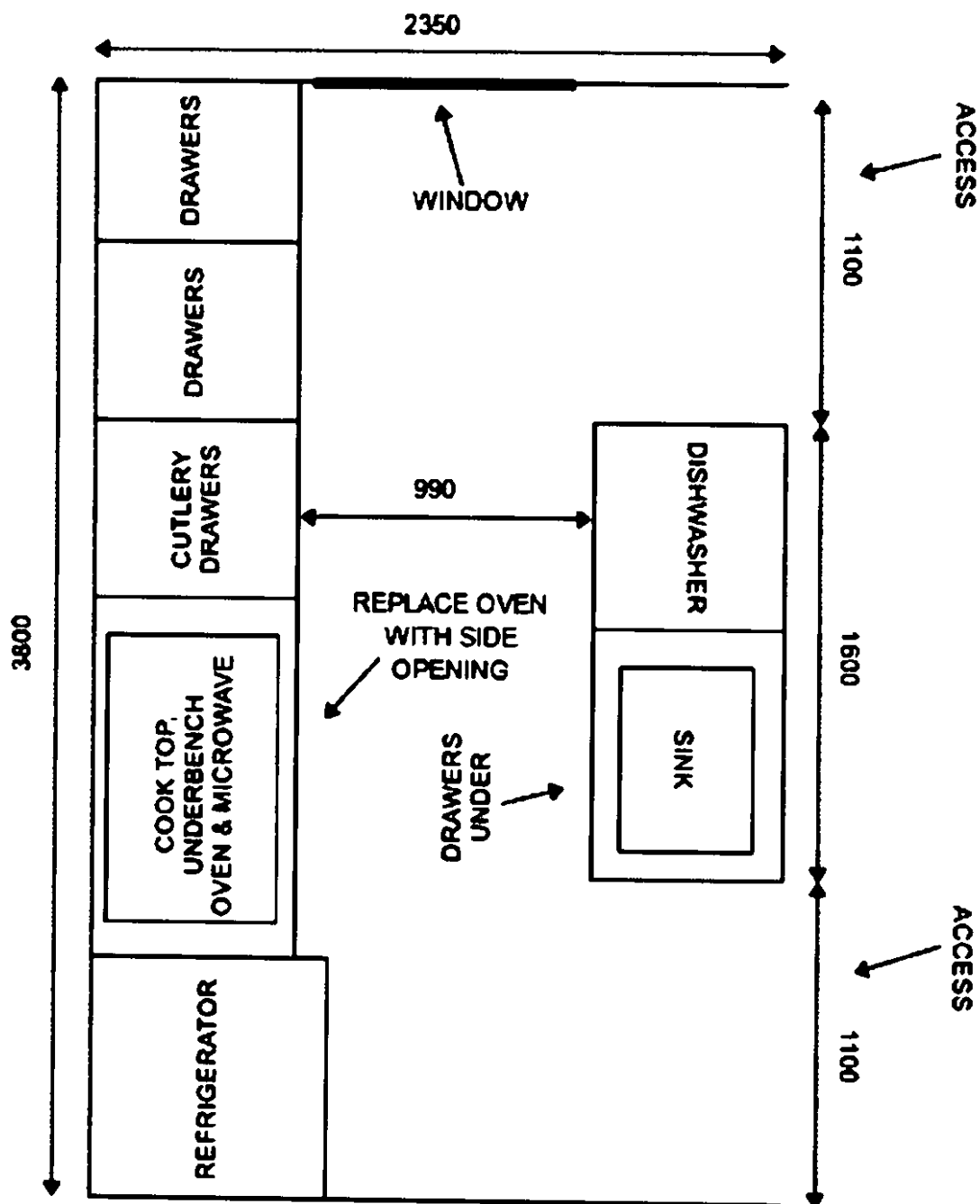
A reference to, or the incorporation of, a plan, drawing, sketch or diagram herein is taken to be a reference to, or the incorporation of, the original of that document at its original scale.

Bathroom / Proposed new layout

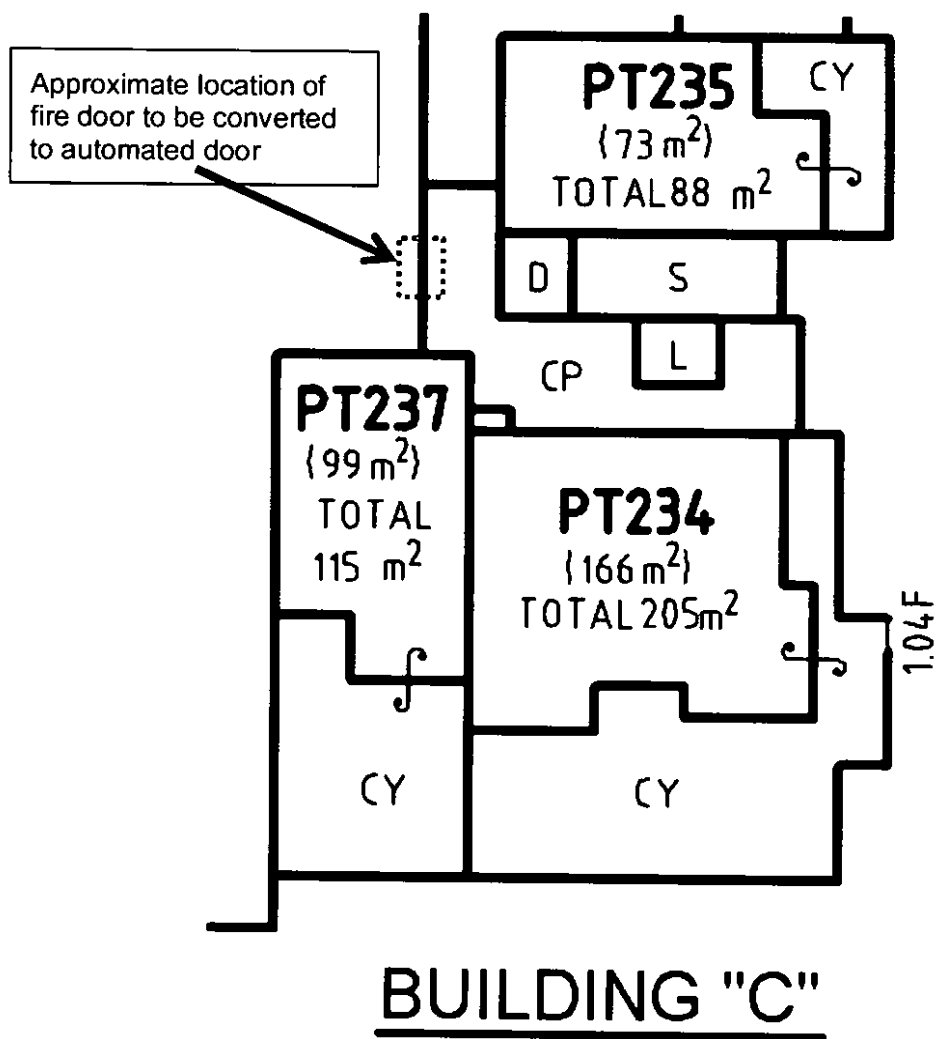


Proposed ensuite floor plan

Proposed kitchen layout

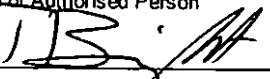


Proposed kitchen design

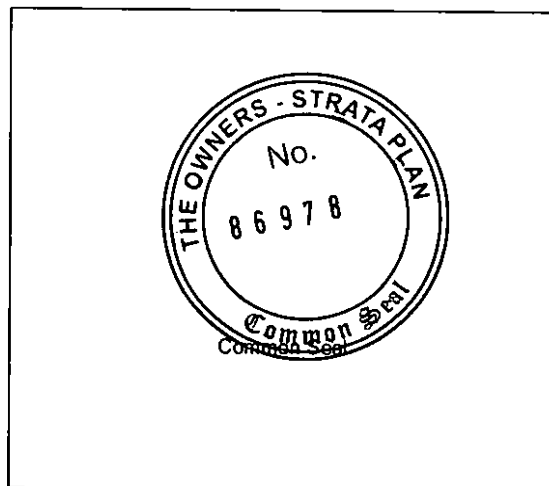


Execution

THE COMMON SEAL of The Owners—Strata Plan No 86978 was hereunto affixed on the date shown in the presence of the following, being the person(s) authorised under section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature of Authorised Person 
Full name of Authorised Person TREVOR WRIGHT
Capacity of Authorised Person STRATA MANAGING AGENT
Address of signatory

Signature of Authorised Person
Full name of Authorised Person
Capacity of Authorised Person
Address of signatory



23 November 2017 Date of affixing of the Seal

FILM WITH
AM955957

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

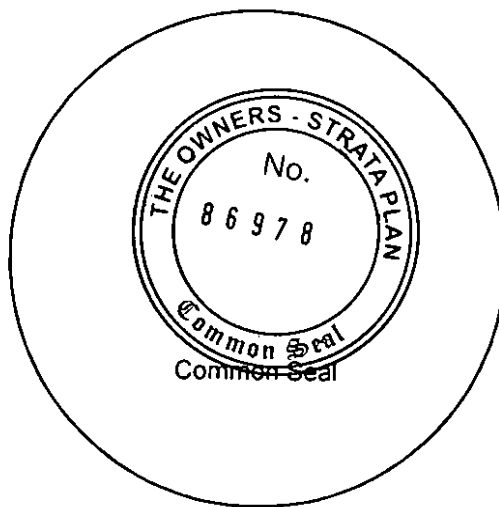
~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an
exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing
being lodged with this certificate.~~

The seal of The Owners—Strata Plan No 86978 was affixed on ^ 23/11/2017 in the
presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to
attest the affixing of the seal:

Signature: [Signature] Name: TREVOR BRIGHT Authority: STRATA MANAGING AGENT
Signature: _____ Name: _____ Authority: _____

^ Insert appropriate date

* Strike through if inapplicable



Form: 15CH
Release: 2.1

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



Strata Schemes Management Act 2015
Real Property Act 1900

AN970598R

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/SP86978				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box 1W</td><td>Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E) Reference: BLA/1906</td></tr></table>	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E) Reference: BLA/1906	<table border="1"><tr><td>CODE CH</td></tr></table>	CODE CH
Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E) Reference: BLA/1906				
CODE CH					

- (C) The Owners-Strata Plan No. 86978 certify that a special resolution was passed on 5/12/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No.
Added by-law No. Special By-law No.6
Amended by-law No.
as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 86978 which includes new Added Special By-law No.6 starting from Page 25 of 39 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1
- (G) The seal of The Owners-Strata Plan No. 86978 was affixed on 20/12/18 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:

Authority:

Signature:

Name:

Authority:



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 86978

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2. Interpretation
3. Noise
4. Vehicles
5. Obstruction of Common Property
6. Damage to Lawns and Plants on Common Property
7. Damage to Common Property
8. Behaviour of Owners and Occupiers
9. Children Playing on Common Property in Building
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13. Cleaning Windows and Doors
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50. Access Rights

The seal of The Owners-Strata Plan No 86978 was affixed on 20/12/18 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): TLS

Name(s) [use block letters]: TREVOR BRIGHT

Authority: STRATA MANAGING AGENT



Special By-Laws

TERMS

Notes on By-Laws

- (a) The by-laws regulate the day to day management and operation of the Building. They are an essential document for the Owners Corporation and any Owner or Occupier.
- (b) All Owners and Occupiers and the Owners Corporation must comply with the By-Laws.
- (c) The Owners Corporation may amend the By-Laws.

1. Definitions

Act means Strata Schemes Management Act 1996 (NSW) as amended.

Association Property means Lot 1 in the Community Plan and all items of infrastructure.

Air Conditioning System means an air conditioning unit and all pipes, wires, ducts, vents and grills associated with that air conditioning unit.

Authority means any national, state or local government, semi-government, quasi-government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal having jurisdiction and power in relation to the Scheme.

Balcony means the areas shown on the Strata Plan as being a "balcony", "terrace" or "courtyard" or any other area having the attributes of a balcony, terrace or courtyard.

Balcony Fittings means the Common Property taps, gas bayonets, light fittings and electricity fittings on a Balcony.

Building means the building constructed within the Scheme and includes all recreational facilities, carparking, Storage Areas and Common Property within the Scheme.

Common Property means the common property created upon registration of the Strata Plan and the personal property of the Owners Corporation.

Community Association means the Community Association DP No. 270113.

Community Management Statement means the Community Management Statement registered with the Community Plan.

Community Parcel means the land the subject of the Community Scheme constituted on registration of the Community Plan.

Community Plan means DP270113.

Consent Authority means the relevant consent authority from time to time with building and development consent power in respect of the Community Parcel.

Council means Auburn Council.

Estate Manager means the entity which is contracted to carry out estate management services for the Community Association.

Executive Committee means the executive committee of the Owners Corporation.

Lot means a lot in the Scheme.

Occupier means the occupier, licensee or person in lawful possession of a Lot.

Original Proprietor means Henlia No. 1 Pty Limited ACN 117 320 331 and SH Homebush Atlas Pty Limited ACN 134 688 574 or any nominee of Henlia No. 1 Pty Limited ACN 117 320 331 and SH Homebush Atlas Pty Limited ACN 134 688 574 notified to the Executive Committee.

Owner means the registered proprietor of a Lot and includes:

- (a) the lessee for the time being of a leasehold interest in the Lot; and
- (b) a mortgagee in possession of the Lot.

Owners Corporation means the owners corporation established on registration of the Strata Plan.

Scheme means the strata scheme created on registration of the Strata Plan accompanying these by-laws.

Site means the land comprising the Strata Plan.

Storage Area means any area that is designated on the Strata Plan as a storage area including designated storage areas that form part of a Lot and any area which the original Owner or Owners Corporation, as the case may be, has granted to an Owner being a right to the exclusive use and enjoyment of an area of Common Property for the purpose of storage.

Strata Manager means the person appointed from time to time under Part 4 of Chapter 2 of the Act in relation to the Scheme.

Strata Plan means the strata plan registered with these by-laws.

2. Interpretation

In these by-laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns.
- (d) headings are for convenience and do not affect the interpretation of these by-laws; and
- (e) unenforceability of a part or provision of these by-laws does not affect the enforceability of any other part or provision.

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3. Noise

An Owner or Occupier of a Lot must not create any noise on that Lot or on 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.

4. Vehicles – AMENDED (AJ600594T) to read as follows:

- 4.1 Only *bona fide* visitors (i.e. people who do not live at Catania SP86978 and are casually visiting a resident) can legally park in Visitor Parking spaces.
- 4.2 Residents (i.e. owners and tenants) are not permitted to park in Visitor Parking spaces at any time.
- 4.3 Visitors may park in Visitors Parking spaces for a maximum of three (3) successive calendar days or part thereof. Thereafter, they must vacate the Visitor Parking space they have been occupying.
- 4.4 Persons who are not residents but, nevertheless, regularly stay with a resident for 4 or more days per week on an ongoing basis shall be deemed to be residents for the purposes of the Visitor Parking Rules.
- 4.5 Deemed Residents have the same restrictions in respect of Visitor Parking spaces as do all other residents.
- 4.6 The Building Manager is authorised to take action against offenders of these rules by (a) issuing written warnings (which may be in the form of window stickers) to the offender(s); (b) instructing the Strata Manager to take action against the offender(s) at NCAT; and/or (c) organizing for the offending vehicle(s) to be towed away.
- 4.7 Any costs incurred by the Owners Corporation in pursuant of these parking rules shall be due to the Owners Corporation by the offender(s) as a debt and may be legally recovered accordingly.

5. Obstruction of Common Property

An Owner or Occupier must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

6. Damage to Lawns and Plants on Common Property

An Owner or Occupier 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; and
- (b) use for his or her own purposes as a garden any portion of Common Property.

7. Damage to Common Property

- (a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of Common Property except with the written approval of the Owners Corporation.
- (b) An approval given by the Owners Corporation under this by-law cannot authorise any additions to Common Property.
- (c) This by-law does not prevent an Owner or person authorised by an Owner from installing:
 - (1) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;
 - (2) any screen or other device to prevent entry of animals or insects on the Owners Lot;
 - (3) any structure or device to prevent harm to children; or
 - (4) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot, unless the device is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property.
- (d) 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.
- (e) Despite section 62 of the Act, the Owner of a Lot must:
 - (1) maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-Law 7(c) that forms part of Common Property and that services the Lot; and
 - (2) repair any damage caused to any part of Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in this by-law that forms part of Common Property and that services the Lot.
- (f) If an Owner or person authorised by an Owner installs a device, screen or structure pursuant to this by-law which does not comply with fire safety standards of Australia or is not in keeping with the appearance of the Building in accordance with this by-law, the Owners Corporation or any person authorised by it, may remove such screen, structure or device and replace it with a screen, structure or device which complies with fire safety standards of Australia or is in keeping with the appearance of the Building in accordance with this by-law. The costs of the Owners Corporation in removing and replacing that screen, structure or device shall be a debt payable by the Owners to the Owners Corporation on demand.

8. Behaviour of Owners and Occupiers

- (a) 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.
- (b) An Owner or Occupier must take all reasonable steps to ensure that any persons authorised by an Owner or Occupier of a Lot to enter the Building do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier or another Lot or any person lawfully using the Common Property.
- (c) Where these by-laws require a person authorised by an Owner or Occupier to do anything or to refrain from doing anything, the Owner or Occupier inviting or permitting that authorised person to enter the Building must ensure that the relevant authorised person complies with such requirement.

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9. Children Playing on Common Property in Building

- (a) An Owner or Occupier 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 car parking or recreational area or other area of possible danger or hazard to children.
- (b) An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play or otherwise obstruct the lifts, stairs or accessways on Common Property.

10. 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.

11. Depositing Rubbish and Other Material on Common Property

An Owner or Occupier must not deposit or throw on Common Property any rubbish, dirt, dust or other material or discarded item other than in receptacles placed on Common Property for this purpose.

12. Washing – Curtains, Vehicles

An Owner or Occupier may not:

- (a) dry, air or display clothing other than in areas designated for that purpose by the Estate Manager;
- (b) without the consent of the Executive Committee permit rubbish, materials, vehicles, plant or equipment to remain in locations visible outside its Lot; or
- (c) treat windows and glass doors with any treatment (including, without limit, curtains or blinds) other than those of a style and colour approved by the Owners Corporation.

13. Cleaning Windows and Doors

An Owner or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of that Lot, including so much as it Common Property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

14. Storage of Inflammable Liquids and Other Substances and Materials

- (a) 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 Common Property any inflammable chemical, liquid or gas or other inflammable material in a quantity exceeding one litre.
- (b) 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.

15. Moving and Delivering Furniture and Goods

- (a) Owners and Occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of the Building or move large articles (e.g. furniture) through Common Property.
- (b) When an Owner or Occupier takes deliveries or moves furniture or goods through the Building, they must:
 - (1) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
 - (2) repair any damage they (or the person making the delivery) cause to Common Property; and
 - (3) if they (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.
- (c) The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Building:
 - (1) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;
 - (2) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;
 - (3) Owners or Occupiers may be prohibited from moving items through the front foyer(s) of the Building and/or restricted to using a particular lift or lifts nominated by the Owners Corporation; and
 - (4) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.
- (d) The Owners Corporation may appoint the Estate Manager and/or the Strata Manager to assist it to perform its functions under this by-law. If this happens, Owners and Occupiers must:
 - (1) make arrangements with the person so appointed when they move in or out of the Building; and
 - (2) comply with the requirements of the person so appointed when they take deliveries or move furniture or goods through the Building.

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16. Floor Coverings

- (a) 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.
- (b) An Owner must not cover the floor space of a Lot with tiles, timber flooring, or any other substance which may cause a nuisance or disturb the peaceful enjoyment of the Owner or Occupiers of another Lot without the consent in writing of the Owners Corporation, which consent may be withheld in its absolute discretion.
- (c) If an Owner wants to change the floor covering or treatment of a Lot to other than the flooring covering or treatment existing as at the date of registration of the Strata Plan:
 - (1) the impact insulation rating of an installed floor covering or treatment must have an impact insulation rating classification of not less than 50 as measured in accordance with AS 1055-1997 and must comply with the requirement of the Building Code of Australia;
 - (2) the Owner of the Lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or treatments of the Lot; and
 - (3) following installation of the floor covering or treatment, provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person to demonstrate that this by-law has been complied with.
- (d) By-Law 16(b) does not apply to floor space of a Lot comprising a kitchen, laundry, lavatory or bathroom.
- (e) By-law 16(c)(2) does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering, treatment or surface.

17. Garbage Disposal

- (a) An Owner or Occupier of a Lot that does not have shared receptacles for garbage, recyclable material or waste:
 - (1) must maintain such receptacles within the Lot, or on such part of Common Property as may be authorised by the Owners Corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered;
 - (2) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separate and prepared in accordance with the applicable recycling guidelines;
 - (3) for the purpose of having a garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected;
 - (4) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the Lot or other area referred to in paragraph (1);
 - (5) must not place any thing in the receptacles of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier; and
 - (6) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (b) An Owner or Occupier of a Lot that has shared receptacles for garbage, recyclable material or waste:
 - (1) must ensure that:
 - (A) recyclable material or waste is transported to the receptacles in secure waterproof bags, or containers, and in the case of fluid waste in sealed containers that do not leak; and
 - (B) before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (2) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (c) In no circumstances may garbage, recyclable material or waste (or receptacles for the same) be visible from outside the Building other than on days specified by the Council for collection.
- (d) If there is any inconsistency between the terms of this by-law and any Consent Authority requirements, the Consent Authority requirements will prevail.

18. Keeping of Animals

- (a) Subject to section 49(4) of the Act, an Owner or Occupier must not, without the written consent of the Executive Committee, keep any animal on its Lot or on the Common Property.
- (b) A request for written consent of the Executive Committee must include:
 - (1) details of the type and size (including weight) of the animal; and
 - (2) a photograph of the animal,and consent will not be granted for an animal other than a:
 - (3) cat; or
 - (4) dog weighing less than 10kg (other than a dangerous dog as defined in the Companion Animals Act 1998); or
 - (5) caged bird; and/or
 - (6) fish in a secure aquarium; or
 - (7) any other small animal approved by the Executive Committee.

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- (c) An Owner or Occupier must ensure that its cat, dog or caged bird is vaccinated and micro chipped, registered with the local council and its registration number is given to the Owners Corporation before and while it is kept on the Owner's or Occupier's Lot.
- (d) An Owner and Occupier must ensure that its cat, dog or bird:
 - (1) is kept within the Lot whenever practicable;
 - (2) is carried, leashed, caged or otherwise kept under control when on the Common Property;
 - (3) is prevented from fouling the Common Property and that any such fouling is immediately removed; and
 - (4) does not interfere with the peaceful enjoyment of another Owner or Occupier of a Lot in the Scheme, or damage the Common Property or the property of another Owner or Occupier and that any such damage must immediately be made good at no cost to the Owners Corporation.
- (e) Any animal found on the Common Property that is not carried, leashed, caged or otherwise accompanied by an Owner, Occupier or visitor at all times while on the Common Property, may be removed at that time from the Common Property to the RSPCA or similar facility without the need for prior investigations as to ownership and without any duty to recompense an Owner, Occupier or visitor to the Scheme any associated costs, including but not limited to any costs associated with the animal's recovery.
- (f) If three or more substantiated complaints about an animal's behaviour are made within a consecutive sixty day period by another Owner or Occupier of a Lot, the Executive Committee is entitled to rescind its consent by way of written notice to the Owner or Occupier, following which the animal must be removed from the Lot and the Scheme within seven days.
- (g) Nothing in this by-law overrides the operation of the Companion Animals Act 1998.

19. Appearance of Lot

- (a) The Owner or Occupier of a Lot must not, except with 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 appearance of rest of the Building.
- (b) If a Lot contains a private courtyard, the Owner or Occupier of that Lot must maintain the landscaping and the general appearance of the courtyard in accordance with the landscaping standards and the general standard of the Building.
- (c) The Owner or Occupier must not, without the written consent of the Owners Corporation, affix anything to the exterior of the Building or a Lot within the Building or the Common Property or maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building. This prohibition includes (without limitation):
 - (1) the display of "for sale" or "for lease" signs, or any other form of notice or advertising; and
 - (2) satellite dishes or antennas.

20. Change in Use of Lot to be Notified

- (a) An Occupier of a Lot must notify the Owners Corporation if the Occupier uses a Lot in a way that may affect the insurance premiums for the Scheme (for example, if the use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for non residential purposes).
- (b) Notwithstanding By-Law 20(a), the Owner or Occupier is only permitted to use the Lot for residential purposes.

21. 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 on the Site or to reduce the level of fire safety in the Lots or Common Property.

22. Prevention of Hazards

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using Common Property.

23. Provision of Amenities or Services

- (a) The Owners Corporation acknowledges and agrees with the provisions of By-Law 23 of the Community Management Statement and without limiting the generality of the foregoing, the Owners Corporation hereby irrevocably appoints:
 - (1) the Community Association to act on its behalf in contracting out services, pursuant to By-Law 23 of the Community Management Statement; and
 - (2) the Executive Committee as its attorney to sign on its behalf any contract referred to in By-Law 23 of the Community Management Statement.
- (b) Without limiting By-Law 23(a) an Owner of a Lot used for non-residential purposes must pay for the costs of any services and/or amenities in relation to garbage, waste and recycling services or any other services provided to any such part of the Common Property which may be designated by the Owners Corporation for garbage, recyclable material or waste collection. Such costs must be apportioned equally between the Owners of Lots used for non-residential purposes.

24. Selling and Leasing Activities

- (a) The Original Proprietor may on Common Property and any Lot owned by the Original Proprietor:
 - (1) maintain selling and leasing offices and facilities;
 - (2) maintain signs in connection with those selling and leasing activities; and
 - (3) conduct selling, leasing and auction activities.

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- (b) No other Owner or Occupier may maintain facilities or signs, nor otherwise conduct selling or leasing activities, without Owners Corporation approval.

25. Security Keys or Swipes

- (a) If relevant, the Estate Manager will issue security keys or swipes to the Owner of a Lot, but an Owner is not entitled to more keys or swipes than there are bedrooms in the Owner's Lot except in the case of a 1 bedroom Lot, where the entitlement is to 2 sets of keys or swipes.
- (b) The Estate Manager will take a deposit of \$100 for each key or swipe given, will keep that deposit if a key or swipe must be replaced, and return that deposit if a key or swipe is returned undamaged.
- (c) The Owner or Occupier of a Lot may not duplicate or copy the key or swipe.
- (d) If the Owner or Occupier of a Lot has damaged, lost or had its security key or swipe stolen, then the Owner must immediately notify the Estate Manager which will replace the key at the cost of the Owner.
- (e) The Owner or Occupier of a Lot will return any security key or swipe to the Estate Manager immediately on request.

26. Community Management Statement

- (a) The Community Management Statement contains by-laws which affect the Scheme.
- (b) An Owner or occupier and the Owners Corporation must comply with the Community Management Statement.
- (c) If there is any inconsistency between the terms of the Community Management Statement and these by-laws, the Community Management Statement will prevail.
- (d) A breach of the by-laws contained in the Community Management Statement amounts to a breach of these by-laws.

27. Air Conditioning

- (a) An Owner, Occupier or the Owners Corporation must not install or maintain on a Lot or Common Property any air conditioning unit ("unit") other than of a type and style approved by the Owners Corporation and with a power rating, noise rating and in a location directed by the Executive Committee.
- (b) An Owner and/or an Occupier of a Lot is at all times responsible for ensuring that the unit complies with all relevant legislation and regulations relating to the operating noise levels of the unit and indemnifies the Owners Corporation for any liability or expense incurred by the Owners Corporation arising from any breach of noise regulations.
- (c) An Owner of a Lot has a right of exclusive use and enjoyment of that part of the Common Property required in order to install and keep a unit to service his or her Lot.
- (d) The Owner must maintain the unit, or any modification or addition to the unit, in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary or as reasonably required by the Owners Corporation. If the Owner decides to replace or renew the unit, the Owner must inform the Owners Corporation in writing of his intention to do so at least fourteen (14) days prior to the replacement or renewal.
- (e) An Owner at his or her cost must repair any damage to the Common Property occurring in the installation, maintenance, replacement, repair or renewal of the unit or any modification or addition to the unit.
- (f) An Owner must indemnify the Owners Corporation against any liability or expense that would not have been incurred if the unit had not been installed.
- (g) The unit always remains the property of the Owner of the Lot and does not become Common Property or come under the ownership of the Owners Corporation at any time.
- (h) Where any Air Conditioning System is installed for the benefit of an individual Lot before registration of the Strata Plan, the Owner of the Lot is liable for all costs of maintaining and operating that system. The Owner of that individual Lot is granted a right of exclusive use and enjoyment in accordance with paragraph (c) above and must comply with paragraphs (b), (d), (e) and (f) except that the phrase "Air Conditioning System" is substituted in place of the word "unit" where ever it appears in those paragraphs.
- (i) If air handling condensers are located on the balconies of Lots, they must be located either greater than 1.0m from the balustrade or, if located less than 1.0m from the balustrade, the condensers must be located on plinths or supports such that the top of the condenser is at least 760mm above the floor level, and the plinths or supporting structures are recessed beneath the condenser unit so that they do not project out and provide a foothold within the 150mm to 760mm zone. The fittings for the condensers are to be located on the end of the unit that is opposite to the balustrade and provided with a form of cover plate to avoid a foothold being created.

28. Hot Water Systems

- (a) This by-law applies if there is a Common Property hot water system.
- (b) The Owner of each Lot has a right to use the Common Property hot water system.
- (c) Each Owner or Occupier must give the Owners Corporation, or a person authorised by the Owners Corporation, reasonable access to his or her Lot to maintain, repair or replace the connections to the hot water system.
- (d) The Owners Corporation must operate, maintain, repair and replace the hot water system.
- (e) The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of any hot water system.

29. Structural Support in the Building

An Owner or Occupier must not carry out any alteration to any part of the Building, which renders structural support to any part of the Building without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration. The consent of all relevant authorities required by law must also be obtained for the alterations and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all relevant authorities and the Owners Corporation.

30. Access to Inspect or Read Meters

Where any meter is located within a Lot, the Owner or Occupier of that Lot must, on receiving reasonable notice, give access to persons authorised by the Owners Corporation to allow the reading or servicing of that meter. An Owner or Occupier is entitled to require the presence of the Strata Manager, Estate Manager or other authorised employee or representative of the Owners Corporation before granting access to allow inspection or reading of any meter that is located within a Lot.

31. Controls on Hours of Operation and Use of Facilities

- (a) The Executive Committee may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or the Lots and Common Property of the Scheme:
- (1) that non residential activities may be conducted on a Lot or Common Property only during certain times;
 - (2) that facilities situated on the Common Property may be used only during certain times or on certain conditions; and
 - (3) that deliveries to or from a Lot or Lots are to be transported through or on Common Property only during certain times or on certain conditions.
- (b) An owner or Occupier of a Lot must comply with a determination referred to in by-law 31(a).

32. Annual Fire Safety Certification

The Owners Corporation shall certify to the Council and the NSW Fire Brigade and provide a Fire Safety Certificate annually confirming that the essential services installed in the Building for the purpose of fire safety have been inspected and at the time of inspection are capable of operating to the required minimum standard.

33. Loading and Unloading

An Owner or Occupier of a Lot must ensure that all loading and unloading of service vehicles in connection with the use of a Lot shall be carried out wholly within the Site at all times, or in designated on-street loading zones approved in consultation with Council under a traffic management plan.

34. Unobstructed Driveways and Parking Areas

- (a) An Owner or Occupier of a Lot must not at any time obstruct driveway or parking areas and will not use any driveway or car spaces for the manufacture, storage or display of goods, materials or any other equipment and the driveways and car spaces are to be used solely for vehicular access and for the parking of vehicles associated with the use of the Lot.
- (b) An Owner or Occupier of a Lot must not at any time use any car space or the Common Property for:
- (1) washing vehicles (other than the car wash bay area); and/or
 - (2) repairing, modifying and/or maintaining any vehicle whatsoever.

35. Vehicular Access

The Owners Corporation will exhibit signs in a prominent location advising that all vehicles entering or leaving the Common Property are to be driven in a forward direction at all times.

36. Noise Control – Plant and Machinery

An Owner or Occupier of a Lot must not cause the emission of noise by the operation of any plant and machinery or other equipment on a Lot that exceeds 5dB(A) above the background noise level when measured at the boundary of the Lot.

37. Public Access

An Owner or Occupier will not obstruct a public accessway with any materials, vehicles, refuse, skips or the like under any circumstances.

38. Energy and Water Rated Appliances

All appliances installed in a Lot must be energy rated appliances with an energy star rating of 3 stars or more. All fittings must be water saving fittings and appliances with AAA water rating or more.

39. Failure to Comply with By-Laws

- (a) The Owners Corporation may do any act, as an Owner or Occupier of a Lot, that an Owner or Occupier should have done under the Act or these by-laws, but which an Owner or Occupier has not done or, in the reasonable opinion of the Owners Corporation, has not done properly.
- (b) The Owners Corporation must give an Owner and/or Occupier written notice specifying when it will enter an Owner's and/or Occupier's Lot to do any work required to be done in the exercise of the rights conferred on the Owners Corporation under these by-laws. An Owner and/or Occupier must:
- (1) give the Owners Corporation (or persons authorised by it) access to an Owner's and/or Occupier's Lot as required by the notice and at the cost of that Owner and/or Occupier; and
 - (2) pay the Owners Corporation the costs incurred for doing the work.
- (c) The Owners Corporation may recover money an Owner or Occupier owes it under these by-laws as a debt payable upon demand.
- (d) The rights of the Owners Corporation under this By-Law 39 are in addition to those that it has under the Act.

40. Cleaning of Lot and Range Hoods

The Owner or Occupier of a Lot shall maintain the Lot in a clean and tidy condition and free of vermin and shall clean the filters of any range hood installed in the Lot every 3 months.

41. Products Used in Scheme

The Owners and Occupiers acknowledge that natural products have been specified in the design of the Building and that these natural products have characteristics that may lead to uneven wear, minor distortion, staining and discolouration. An Owner and Occupier cannot make any objection in relation to these matters. The Owners Corporation must treat and maintain those materials regularly and in accordance with the supplier's recommendations.

42. Use and Maintenance of Balconies

- (a) An Owner or Occupier must not, without the written consent of the Owners Corporation, use balconies or permit balconies to be used by any other person, to store furniture, goods or any other item. Outdoor furniture kept on balconies:
 - (1) must be in keeping with the appearance of the rest of the Building; and
 - (2) must not cause damage or be dangerous or have potential to cause damage or injury.
- (b) The Owner or Occupier of a Lot must at all times ensure that Balcony drainage is not blocked.
- (c) The Owner of a Lot which contains a Balcony is granted exclusive use and enjoyment of the Balcony Fittings on its Lot, and is responsible for the maintenance and repair of those Balcony Fittings, and must maintain the same in good condition.

43. Carwash Bays

An Owner or Occupier using a car wash bay area ("the area") in the Common Property must:

- (a) ensure that the area is kept clean and all rubbish is removed from the area; and
- (b) not use the area at any time for temporary car parking.

44. Storage Areas

- (a) The Owner or Occupier of any Storage Area will:
 - (1) not, except with the prior written approval of the Owners Corporation, use or store in the Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
 - (2) be responsible for the repair of any damage caused to the Storage Area and Common Property as the result of the use of the Storage Area; and
 - (3) ensure the Storage Area is kept clean and free of all rubbish and vermin.
- (b) The Owner or Occupier of any Storage Area that has an area large enough to allow the storage of a motor vehicle, trailer or boat, shall be entitled to store a motor vehicle, trailer or boat in the Storage Area.

45. Smoking

An Owner, Occupier or any person authorised to be on a Lot or on the Common Property, must not smoke any cigarette, cigar or other product on the Common Property.

46. Provision of Amenities and Services

- (a) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
 - (1) window cleaning;
 - (2) garbage disposal and recycling services;
 - (3) electricity, water or gas supply;
 - (4) telecommunication services (for example, cable television).
- (b) If the Owners Corporation makes a resolution referred to in By-Law 46(a) to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

47. Compliance with Planning and Other Requirements

- (a) The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.
- (b) The Owner or Occupier must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

48. Service of Documents on Owner of Lot by Owners Corporation

A document may be served on the Owner of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

49. Planter Boxes

- (a) The owners of Lots whose Balconies contain Planter Boxes are each granted exclusive use and enjoyment of the Planter Boxes adjacent to their respective Lots.
- (b) In this by-law, "Planter Boxes" means the Common Property floors and, where applicable, walls bounding those parts of Lots containing planter boxes.
- (c) The owners of Lots whose Balconies contain Planter Boxes must each maintain and keep in a state of good and serviceable repair, their respective Planter Boxes and ensure that nothing planted in their Planter Boxes damages Common Property.
- (d) Planter Boxes must not be altered or removed from their original location without the consent of the Owners Corporation.

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- (e) Anything planted in Planter Boxes must be watered and maintained regularly by the Owner or Occupier of the Lot and additional or replacement plantings must be of a type and size consistent with the plantings originally contained in the Planter Boxes.

50. Access Rights

For the purpose of section 65(4) of the Act, an Owner or Occupier of a Lot is deemed to have consented to the Owners Corporation entering the Lot, to perform any work described in section 65(1) of the Act, if the Owners Corporation provides 7 days written notice to the Owner or Occupier of its intention to so enter the Lot.

Special By-Law 1 – Smoking (AJ600594T)

An Owner or Occupier of a Lot and a Visitor of their Lot must not:

1. smoke on the common property;
2. deposit any smoking paraphernalia including but not limited to cigarettes, matches or ash on the common property;
3. throw or discard cigarette butts, matches, ash or litter from balconies or windows;
4. permit cooking or cigarette smoke to escape, drift or be smelt from the lot into another lot or common property, such that it is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

Special By-Law 2 – Prohibition of Smoking (AK521208R)

- 1.1 An Owner or occupier of a lot must not:
 - (a) Smoke within a lot or on the common property; or
 - (b) drop, throw, place or leave any refuse from Smoking, including without limitation any butt or match, on the common property.
- 1.2 An owner or occupier of a lot must take all reasonable steps to ensure that their invitees comply with this by-law as if those invitees were that owner or occupier.
- 1.3 An owner or occupier is liable for the conduct of their invitees that contravenes this by-law as if those invitees were that owner or occupier.
- 1.4 In this By-Law *Smoke* means smoke, hold or otherwise use a tobacco product or other product designed or adapted for smoking, without limitation including cigarettes, cigars or cigarette-type products, electronic cigarettes, pipes, water pipes, or hookahs

2.1 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (c) any reference to legislation includes any amending or replacing legislation;
- (d) any reference to legislation includes any subordinate legislation or other instrument created there under; and
- (e) a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning.

2.2 Conflict

- (a) To the extent that any term of this by-law is inconsistent with the Strata Schemes Management Act 1996 or any other Act or law it is to be severed and this by-law will be read and be enforceable as if so consistent.
- (b) To the extent that this by-law is inconsistent with any other by-law of the Strata Scheme the provisions of this by-law prevail to the extent of that inconsistency.

Special By-Law 3 – Tiling (AK521208R)

Scope of By-law

1. This by-law provides that any Owner of a lot, at the Owner's cost, may replace the kitchen, laundry & or foyer/living area tiles in their lot and on so much of the common property as is necessary.
2. For the purpose of this by-law, "tiles" mean the original kitchen laundry & or foyer/living area floor and/or wall tiles attached to any boundary wall within the lot installed at the time the strata plan was registered.
3. The Owner may only replace the tiles in accordance with the conditions provided in this by-law.

Conditions

4. The Owner must obtain the written approval from the executive committee for any replacement tiles.
5. The Owner must ensure that the tiles are compliant with the BCA standards applicable at the time of replacement of the kitchen tiles within their lot.
6. The Owner must ensure the replacement of the tiles is done by duly licensed insured contractor and is completed in a proper and workmanlike manner.
7. The Owner must ensure that the tiles are appropriately installed to prevent any water penetration into the lot and the Owner shall be responsible for any water penetration issues caused by the replacement of the tiles.
8. The Owner must properly maintain and keep the tiles in a state of good and serviceable repair and/or replace the tiles if considered necessary by the Owners Corporation.

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Liability and Indemnity

9. The Owner indemnifies the Owners Corporation against all loss and damage suffered by the Owner as a result of replacing the tiles including the repair and maintenance of the tiles and liability under section 65(6) of the Act in respect of repair of the common property attached to the tiles.
10. Any loss and damage suffered by the Owners Corporation as a result of replacing the tiles may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
11. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Strata Schemes Management Act 1996.

Special By-Law 4 - Bathroom Renovations (AK521208R)

Scope of By-law

1. This by-law provides that any owner of a lot in strata plan no.86978 (the "Owner") may undertake Bathroom Renovations in their lot and on so much of the common property as is necessary subject to the conditions under this by-law.
2. "Bathroom Renovations" means the following additions or alterations undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) to any bathroom area within the Owner's lot that affect the common property –
 - (a) Retiling and/or waterproofing the bathroom floors of the lot.
 - (b) Retiling and/or waterproofing the bathroom walls located on a common wall within the lot.
 - (c) Reallocation of any bathroom fixtures including hot water service units, showers, bathtubs, cisterns, taps, toilets and/or any other bathroom items affixed to the common property.
 - (d) Plumbing and/or any electrical works within the bathroom area of the lot.
 - (e) Installation of an exhaust or heat fan/ventilation system within the bathroom area of the lot.
3. Where any Bathroom Renovations covered under clause 2 of this by-law was undertaken by an Owner before this by-law was made then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Bathroom Renovations.
4. The Owner must undertake and keep any Bathroom Renovations in accordance with the conditions provided under this by-law.

Conditions

5. The Owner must obtain written approval for any Bathroom Renovations from –
 - (a) the executive committee of the Owners Corporation;
 - (b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
 - (c) any other relevant statutory authority whose requirements apply to Bathroom Renovations.
6. The Owner must submit to the Owners Corporation the following documents relating to any Bathroom Renovations prior to obtaining written approval from the executive committee of the Owners Corporation:
 - (a) plans and drawings;
 - (b) specifications of any alterations to the area; and
 - (c) any other documents reasonably required by the Owners Corporation.

Special By-Law 5 – Lot 234 Accessibility Modifications (AM955957A)

1. Approval of Work

1.1 Work

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

1.2 Exclusive Use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

1.3 Building Works

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- (a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- (b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

1.4 Ongoing Maintenance and use

The Authorised Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;

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- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

1.5 Costs

The Authorised Owner must pay the owners corporation's reasonable costs in connection herewith (including legal costs, disbursements, strata management costs, and registration costs, but excluding costs of consolidating by-laws other than this by-law for registration).

1.6 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- (b) in any other case, to the extent otherwise required by law.

1.7 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area, except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

1.8 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

1.9 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

2. Methods and procedures

2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be one by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of any Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consent

On written demand of a person granted a right hereunder, the owners corporation must provide its consent as may be required by any Authority in connection with an exercise by that person of that right, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

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2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - (i) as reasonably determined from time to time by the owners corporation; or
 - (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.4 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

2.7 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2,7 a reference to property includes the common property or personal property vested in the owners corporation.

2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
 - (i) in accordance with any applicable law and any other applicable requirement hereof; and
 - (ii) in a proper and workmanlike manner and exercising due care and skill.

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Note: If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.

2.9 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person, who after the work is carried out, becomes the owner of the lot.

2.10 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
 - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
 - (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts

Note: The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.

2.12 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

3. Definitions and interpretation

3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of an with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

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3.2 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means lot 234 in the strata scheme bearing folio identifier 234/SP86978;

Authorised Owner means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

Building Works has the meaning given to it in the Building Works Conditions;

Common Property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
 - (i) only accessible from within that premises; or
 - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

Management Act means the Strata Schemes Management Act 2015;

Occupier means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (jointly and severally) in respect of each such lot severally;

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Owner means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (jointly and severally) in respect of each such lot severally;

Owners Corporation means the owners corporation created on registration of the strata plan;

Permitted Work means Building Works as set out in the Scope of Works;

Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

Scope of Works means the Scope of Works in Annexure B;

Strata Plan means strata plan number 86978; and

Strata Scheme means the strata scheme relating to the strata plan.

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Annexure A Building Works Conditions

1 Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to the Owner and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Connection to services

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

1.3 Cleanliness, protection and rectification

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.



1.4 Bond

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

1.5 Plans and specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

1.6 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$5,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

1.7 Ownership of works

Building works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

1.8 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Building Works means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time.

You means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

Your has a corresponding meaning to You.

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Annexure B Scope of Works

1 Scope of Works

The renovation of the Lot in accordance with the documents annexed to this By-Law, including:

1.1 Front door

- (a) installation of automated door equipment and associated items including electricals;

1.2 Rear sliding door

- (a) removal of existing sliding door unit;
- (b) installation of 3 panel stacker door including the recess of the door into the existing sill;
- (c) installation of automated sliding door equipment and associated items;
- (d) installation of ramp;

1.3 Car park automated door

- (a) installation of an automated door opening system on the car park side of the existing fire door between car park and common property foyer adjacent to units 126, 128 and 129;
- (b) the location of the door is marked on the annexed plan, being an excerpt from sheet 14 of the strata plan;
- (c) installation of a button either side of the door or connection to the existing security system to grant access to lobby;
- (d) allowance for the door to be manually operated in case of power failure;
- (e) connection of power for automated door from the existing common property light circuit, requiring 1 amp of power;

1.4 Ensuite

- (a) removal of floor and wall tiling;
- (b) removal of toilet and cistem;
- (c) installation of strip drain across width of shower;
- (d) removal of swing door and widening of doorway to install 1000mm sliding door;
- (e) installation of new waterproofing membrane;
- (f) installation of non-slip tiles to floor and walls;
- (g) installation of disabled toilet;
- (h) allow for transition from bedroom to tiled area to be level or allow for installation of wedge ramp;

1.5 Throughout

- (a) removal of carpeting;
- (b) installation of floating floor;
- (c) modify window openings and latch mechanisms;

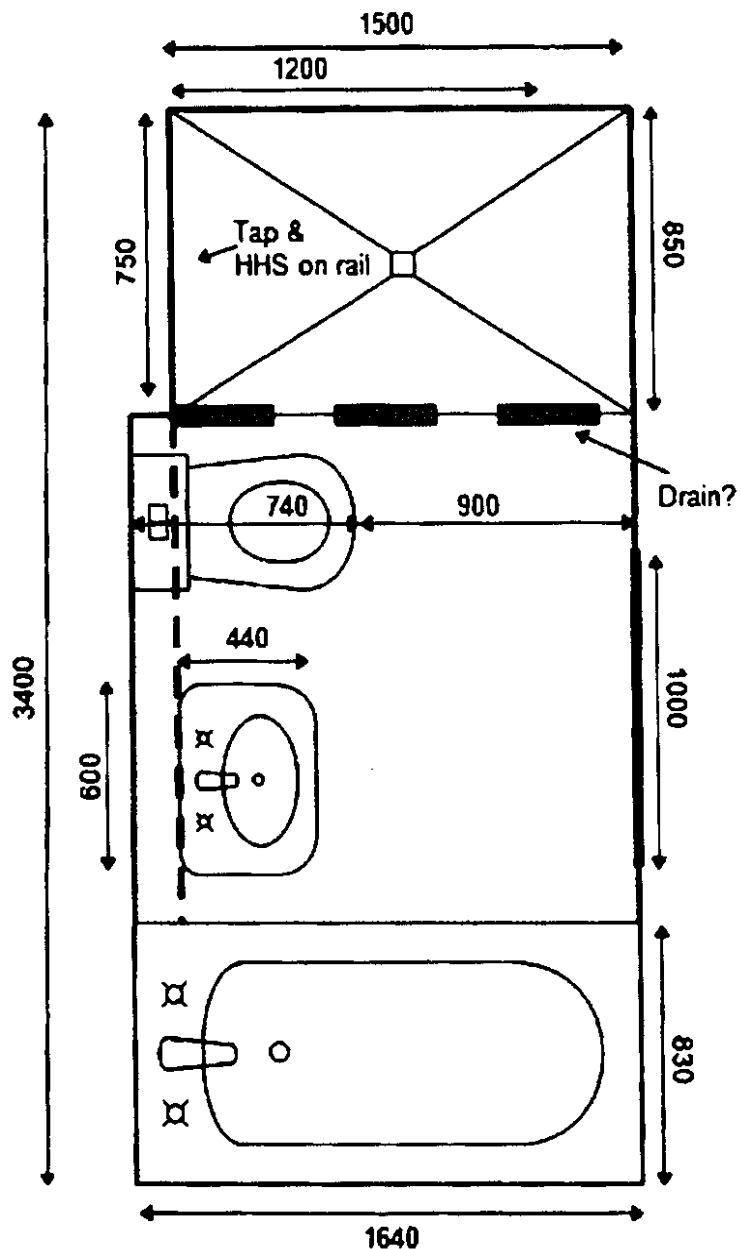
1.6 Kitchen

- (a) removal of kitchen island and installation of new kitchen island; and
- (b) removal of tiling and installation of matching tiling as required.

1.7 Plans and drawings

A reference to, or the incorporation of, a plan, drawing, sketch or diagram herein is taken to be a reference to, or the incorporation of, the original of that document at its original scale.

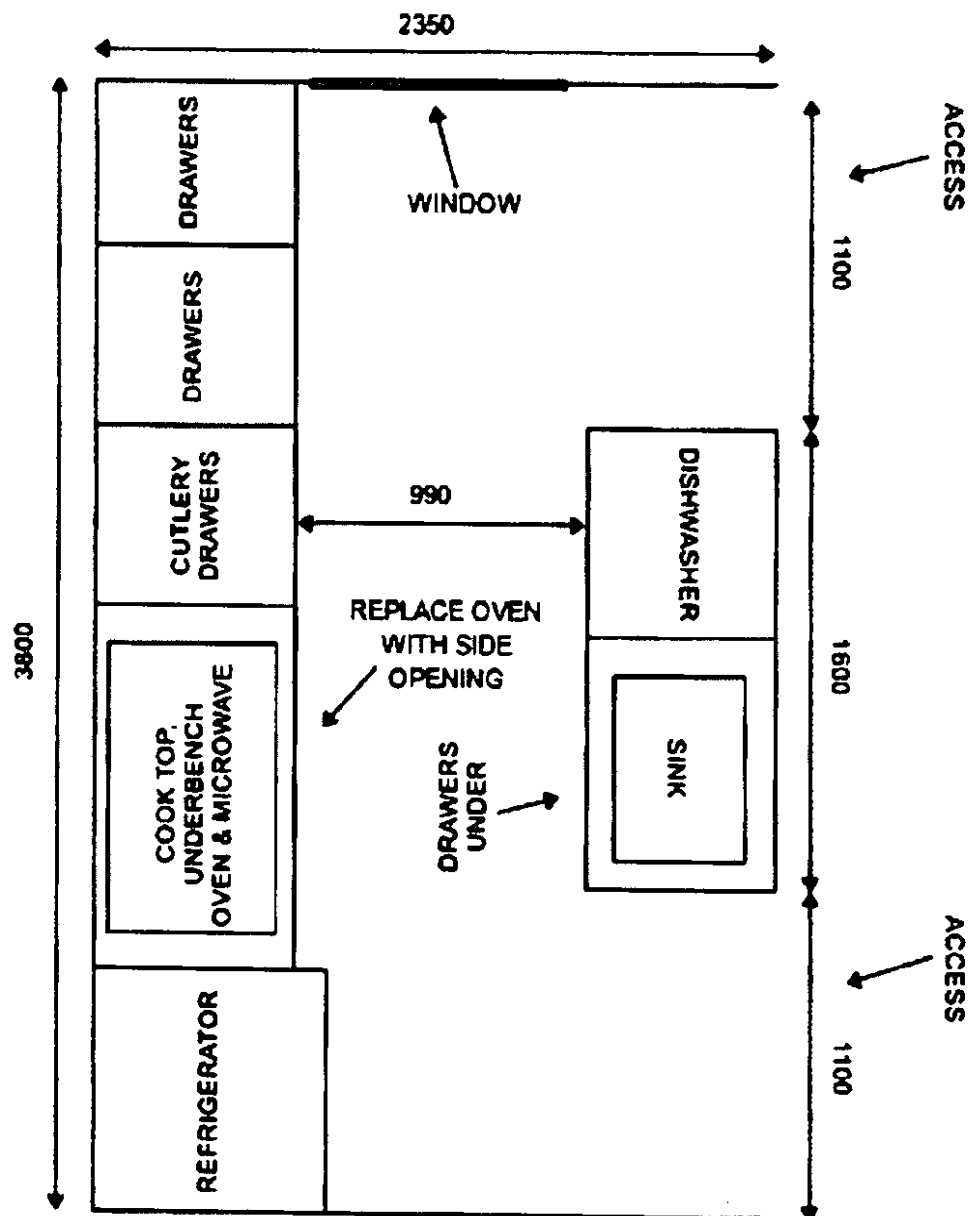
Bathroom / Proposed new layout



Proposed ensuite floor plan

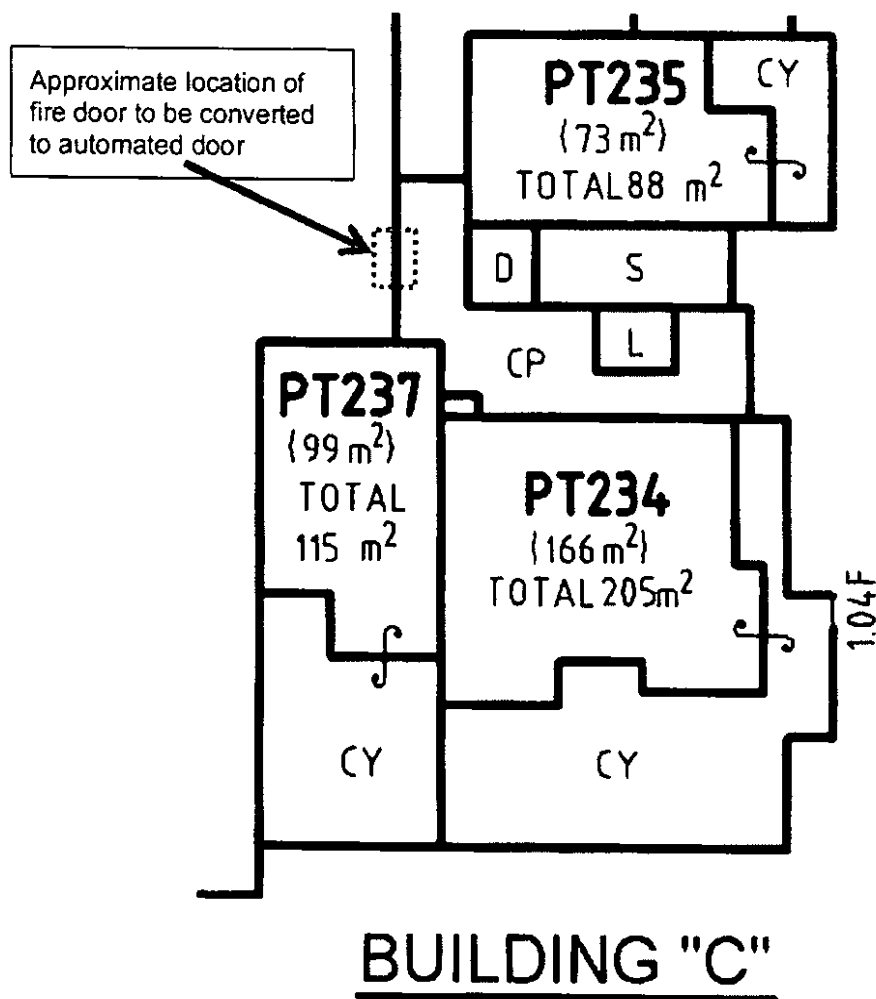
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Proposed kitchen layout



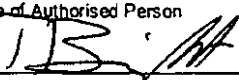
Proposed kitchen design

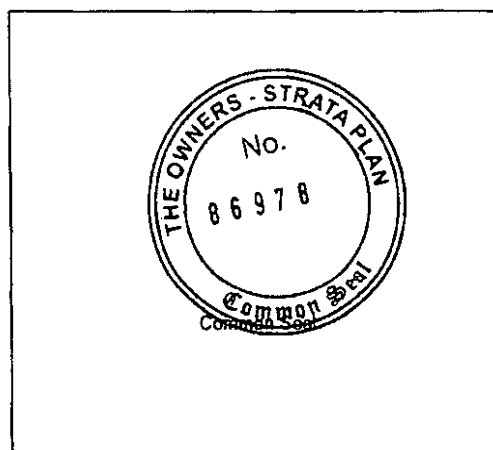
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Execution

THE COMMON SEAL of The Owners—Strata Plan No 86978 was hereunto affixed on the date shown in the presence of the following, being the person(s) authorised under section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature of Authorised Person 
Full name of Authorised Person TREVOR BRIGHT
Capacity of Authorised Person STRATA MANAGING AGENT
Address of signatory



Signature of Authorised Person
Full name of Authorised Person
Capacity of Authorised Person
Address of signatory

23 November 2017
Date of affixing of the Seal

**SPECIAL BY-LAW 6 – RESTRICTED PROPERTY BY-LAW IN FAVOUR OF COMMUNITY ASSOCIATION DP
No. 270113**

1. Introduction

- 1.1 This by-law is a restricted property by-law being granted by the owners corporation in favour of the community association, under sections 54(4) and (5) of the *Community Land Management Act 1989*, for the purposes of the community association installing, operating, maintaining, renewing and replacing the Digital Radio system and any associated equipment in or on the restricted property area, in the terms set out in this by-law.

2. Definitions & Interpretation

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

- 2.1.1 “**association property**” means lot 1 in the community plan;
- 2.1.2 “**authorised third parties**” means those person/s referred to in clauses 3.12 and 3.13 of this by-law that are or will be authorised by the community association to use the restricted property area and the Digital Radio system;
- 2.1.3 “**building**” means the building comprised in the strata scheme and any subdivisions thereof;
- 2.1.4 “**common property**” means the common property of the strata scheme;
- 2.1.5 “**community association**” means Community Association - DP No. 270113, being the community association for the community scheme of which the strata scheme forms part;
- 2.1.6 “**community plan**” means DP No. 270113 (as amended);
- 2.1.7 “**community scheme**” has the same meaning as that term is defined in the Management Act and refers to the community scheme for DP. No. 270113;
- 2.1.8 “**Development Act**” means the *Community Land Development Act 1989 (NSW)*, as amended or replaced from time to time;
- 2.1.9 “**Digital Radio plans and specifications**” means the plans and specifications for Digital Radio system marked as Attachment “B” to this by-law;
- 2.1.10 “**Digital Radio system**” means a two way digital radio system generally in accordance with the Digital Radio plans and specifications, to be located in the restricted property area, and used by the community association and any authorised third party, for use in connection with and for the purposes referred to in this by-law and includes any associated equipment, including without limitation any and all antennas and repeater systems, any back up battery system, and all monitors, wiring, cabling, conduits, switches and associated structures, any associated equipment, and all signage notifying that a digital radio system is in operation;
- 2.1.11 “**functions**” means any authorities, duties, functions or powers conferred or imposed on:
- (a) the community association by or under the Development Act, the Management Act, or any other Act, law, or by-law; and
 - (b) the owners corporation by or under the Strata Act or any other Act, law or by-law (as the case may be);

2.1.12“**Management Act**” means the *Community Land Management Act 1989 (NSW)*, as amended or replaced from time to time;

2.1.13“**Management Statement**” means the community management statement registered with the community scheme (as amended);

2.1.14“**neighbouring community association**” means Community Association DP No. 270320, also known as “The Waterfront” and being situated at 21 Bennelong Parkway Wentworth Point NSW 2127;

2.1.12 “**notice**” means a notice issued by any government department or statutory authority including the Local Council;

2.1.13 “**occupier**” means a person in occupation of a lot in the strata scheme;

2.1.14 “**order**” means any order or judgement made or issued by any court or tribunal;

2.1.16 “**owner**” means an owner of a lot in the strata scheme;

2.1.15“**owners corporation**” means The Owners – Strata Plan No. 86978;

2.1.16“**security contractor**” means a contractor or service provider (including a consultant) engaged by the community association, whether solely by it or in conjunction with any authorised third parties, for or in relation to the safety or security of the community scheme and includes any person so engaged to install, operate, maintain, repair, renew or replace the Digital Radio system;

2.1.17“**restricted property area**” means all that part of the common in on or in which the Digital Radio system is to be situated, as shown on the plan marked as Attachment “A” to this by-law, and includes any associated structures and equipment to the Digital Radio system which may be situated in the restricted property area;

2.1.18 “**Strata Act**” means the *Strata Schemes Management Act 2015*;

2.1.17 “**strata manager**” means the strata managing agent for the building engaged by the owners corporation from time to time;

2.1.18 “**strata plan**” means the strata plan no. 86978 (as amended).

2.1.19 “**strata scheme**” means the strata scheme created on registration of the strata plan.

2.2 In this by-law:

2.2.1 headings have been inserted for guidance only and do not affect the interpretation of the by-law;

2.2.2 words importing the singular number include the plural and vice versa;

2.2.3 the words “include”, “includes” and “including” are not words of limitation;

2.2.4 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

2.2.5 any provision of this by-law which is illegal, invalid or unenforceable shall be severed from this by-law and the remaining parts of this by-law shall remain in effect;

2.2.6 if there is any inconsistency between this by-law and any other by-law for the building, the provisions of this by-law will prevail to the extent of that inconsistency;

2.2.7 if there is any inconsistency between this by-law and the provisions of the Management Statement, the Management Statement will prevail to the extent of that inconsistency; and



2.2.8 any decision capable of being made by the owners corporation may be made by the strata committee if permitted by law.

3. Restricted Property Rights and Installation and Maintenance of Digital Radio System

- 3.1 The owners corporation grants to the community association a right of exclusive use and enjoyment and special privileges over the restricted property area for the purposes of the installation, operation, maintenance, repair, renewal and replacement of the Digital Radio system by the community association and any authorised third parties.
- 3.2 The community association may install a Digital Radio system in or on the restricted property area in any manner reasonably determined by the community association, including by its security contractor, generally in accordance with the Digital Radio plans and specifications, and in accordance with this by-law.
- 3.3 In addition to the rights granted under clause 3.2, the community association may install signs on common property to notify owners and occupiers that the restricted property area is restricted for exclusive use by the community association and any authorised third parties.
- 3.4 Prior to entering the restricted property area and commencing the installation of the Digital Radio system in or on the restricted property area, the community association must:
- (a) give the owners corporation at least 14 days written notice, which notice must include the estimated start date and end date of the installation of the Digital Radio system on the restricted property area;
 - (b) at its own cost and expense, obtain all necessary approvals from local council and all other relevant government agencies concerning the installation and ongoing operation and maintenance of the Digital Radio system on the restricted property area; and
 - (c) give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the installation of the Digital Radio system holds a current:
 - (i) licence,
 - (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00; and
 - (iii) workers compensation insurance policy.
- 3.5 If anything is required to be done by the owners corporation in order for the community association to obtain all necessary approvals from the local council and all relevant government agencies concerning the matters set out in clause 3.4(b) of this by-law, the owners corporation will do those things as soon reasonably practicable.
- 3.6 During the installation of the Digital Radio system in or on the restricted property area ("the Works"), the community association must ensure at its own cost and expense, that the Works:
- (a) are carried out in a proper and workmanlike manner by appropriately qualified and licensed contractors using first quality materials which are good and suitable for the purpose for which they are used;
 - (b) are carried out in accordance with all approvals from local council and all other relevant government agencies;
 - (c) are carried out with due diligence and completed as reasonably practicable after commencement of such Works;
 - (d) are carried out by keeping all areas of the building affected by the Works structurally sound during the Works and by ensuring that any damage to the common property caused by such Works is made good;
 - (e) are carried out during the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times except with the prior consent of the owners corporation;

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- (f) are carried out so that any debris and rubbish associated with or generated by the Works is removed from the building in accordance with the reasonable directions of the owners corporation; and
- (g) are carried out and completed in a manner which is in keeping with the rest of the building;

and on completion of the Works the community association must notify the owners corporation that the Works have been completed and if, in accordance with any consents obtained, provide the owners corporation with any necessary certificates to certify that the Works have been carried out and completed in accordance with the requirements of local council and all other relevant government agencies.

- 3.7 The community association must at its own cost and expense properly maintain, and keep in a state of good and serviceable repair:
- (a) any Digital Radio system; and
 - (b) the restricted property area.
- 3.8 Where necessary, the community association must at its own cost and expense renew or replace any Digital Radio system and the restricted property area, and must make good any damage to the restricted property area, the common property or any other property of the owners corporation arising from the installation, operation, maintenance, repair, renew and replacement of the Digital Radio system.
- 3.9 An owner or occupier of a lot in the strata scheme, the owners corporation and any person acting on behalf of the owners corporation must not enter the restricted property area without the prior written consent of the community association, except in the case where the owners corporation requires access to the restricted property area to carry out emergency works to the common property, in which event the owners corporation must give the community association as much advance notice as possible.
- 3.10 An owner or occupier of a lot in the strata scheme must not damage or otherwise interfere with any Digital Radio system.
- 3.11 The owners corporation must not damage or otherwise interfere with any Digital Radio system and the owners corporation must not allow or permit any other person to damage or otherwise interfere with any Digital Radio system.
- 3.12 The owners corporation acknowledges and agrees that the community association may authorise the security contractor to use the restricted property area and have the benefit of use of the Digital Radio system for the purposes of installing and operating the Digital Radio System, and to repair, maintain, renew and replace such Digital Radio system and otherwise for the purposes of carrying out the rights and obligations of the community association under this by-law, and for the purposes of carrying out any security services to the community association.
- 3.13 The owners corporation acknowledges and agrees that the community association may authorise the neighbouring community association to use the restricted property area and have the benefit of use of the Digital Radio system for the purposes of security services.
- 3.14 The Digital Radio system may be kept in use on the restricted property area, and the community association and authorised third parties may use the restricted property area,
24 hours a day, seven days per week.
- 3.15 The community association shall be provided with all keys by the owners corporation to enable it to gain access to the building and to the restricted property area and the Digital Radio system for the purposes of exercising its rights under this by-law at all times provided that in exercising its rights the community association has due regard to the right of peaceful enjoyment of the lots and common property (not being the common property the subject of the restricted property area) by owners and occupiers of lots in the strata scheme.
- 3.16 The community association indemnifies and keeps indemnified the owners corporation from and against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the Digital Radio system or the altered state or use of the restricted property area, or arising from breach of this by-law, whether by the community association or by any person authorised by the community association to use the Digital Radio system or the restricted property area.

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- 3.17 The Digital Radio system shall remain the property of the community association and the community association is required to insure the Digital Radio system and the restricted property area for any damage caused to the restricted property area arising from the use of the Digital Radio system
- 3.18 The community association must, and must do all things reasonably required by it to ensure all authorised third parties, comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Digital Radio system and use of the restricted property area in conjunction therewith.
- 3.19 For the avoidance of doubt, the owners corporation has determined that no levy or other fee will be imposed on the community association or any other person entitled by this by- law to use the restricted property area or for the Digital Radio system to be situated on the restricted property area, or in respect of any other rights granted under this by-law.

4. Decision of Owners Corporation not to Maintain Restricted Property Area and Digital Radio System

4.1 *To avoid doubt, the owners corporation determines that:*

- (a) *it is inappropriate for the owners corporation to maintain, renew, replace or repair:*
- (i) *any Digital Radio system installed or to be installed, and operated, maintained, renewed or replaced by the community association;*
- (ii) *all that part of the common property on which any Digital Radio system is installed and operated, maintained, renewed or replaced by the community association, being the restricted property area; and*
- (b) *in the light of the obligations imposed on the community association in the by- law to maintain, renew, replace or repair any works done by the community association or on its behalf, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.]*

Annexure A



SCOPE OF WORKS

From our site visit we were able to establish that at Wentworth Point, the current two way radio solution does not provide sufficient radio coverage to meet the patrol routes and safety requirements. The site is licensed by the Australian Communications and Media Authority (ACMA) for portable radio use only.

In providing this proposal, we have quoted to upgrade the current system from simplex (radio to radio) to duplex (via repeater). This will provide for a substantial increase in coverage at the managed buildings at Wentworth Point.

In order to add value, our solution includes two options. From our site survey, a single repeater solution will provide minimum coverage of 80%+ while a 2 repeater IP linked solution will provide a minimum coverage of 90%+. Our site survey has been conducted on 2 visits. Our solution will be licensed in accordance to the ACMA legislations and installed to meet the ACMA emission standards.

The single site repeater solution will consist of antenna poles mounted to the roof and cable running back to the repeater installed in a water proof box for Catania. Please note that 240V is to be organized by the building management.

This solution will consist of a 42Ah battery be connected to the system which will allow for communications through the repeater should there be a power failure within the buildings as well as lightning protection to avoid equipment damage.

Our coverage percentage figures are very conservative as the real physical tests have proven to be better. Hence, if the two site solution option is selected, this will future proof the coverage as the buildings under Sentinel Security Group management expands at Wentworth Point.



TB

PRICING – INFRASTRUCTURE

Description
<u>User Equipment</u>
Motorola SLR5500 Digital Repeater
ACMA Repeater Licensing
Repeater Duplexer
IP connectivity Parts
Water Proof 4RU Rack
3 Way 100w Power Divider/30w Combiner 400-540 MHz
L Shape Fascia Mount (Hockey Stick), 120cm
Light Duty Right Angle Clamp. Fully Galvanised
50 Ohm Coaxial Cable with Braided Outer and foil screen
N Plug CNT-400
N Jack Crimp Solder pin nickel plated
42Ah battery
Lightning Protection

STANDARD PROCEDURE FOR REPAIRS

- Client to advise via email the item with a brief description of the fault.
- Client to arrange with TR Hirecom representative to either have the item picked up or couriered back to TR Hirecom Office.
- TR Hirecom Representative to email back to customer confirming the item has been received and confirmation of shipping the replacement item back to the customer is then provided.





SENTINEL SECURITY GROUP

As per your request, Sentinel Security Group Pty Ltd provides the following quotation for Two Way Digital Radio.

Description	Total Cost Excluding GST
Provision of Two Way Digital Radio Station <ul style="list-style-type: none">• Provide installation and equipment outlined in Scope of Works and Infrastructure	\$23,940.00

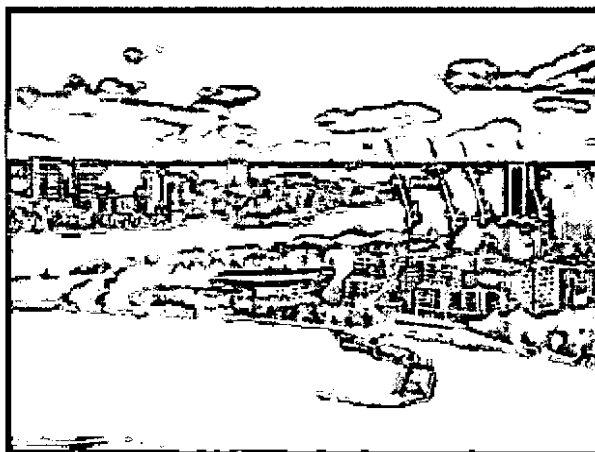
We trust we have correctly understood your needs in this regard, however, should the scope of service which we are suggesting here not satisfy your requirements, then we would be pleased to amend our scope of service. We look forward to your positive consideration of our proposal. If you need any further information, please do not hesitate to contact Head Office on 1300 880 880.



SSG-LO18-25 – Provision of Two Way Digital Radio Station

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Annexure B



Two Way Radio Digital Solution





Executive Summary

This proposal is for the installation of a single site two-way radio solution on the Catania building, Corniche Dr Wentworth Park.

Method

The proposed method is to install a Motorola DMR repeater in a water proof housing onto the roof near the existing hot water systems. The repeater will be connected to 3 folded dipole antennas installed at 3 points around the structure screening the hot water systems.

Solution

The Motorola DMR repeater provides 2 operational radio channels. The repeater requires 240V AC connection and will be installed with 12V battery back-up enabling operations in the event of loss of power to the site.

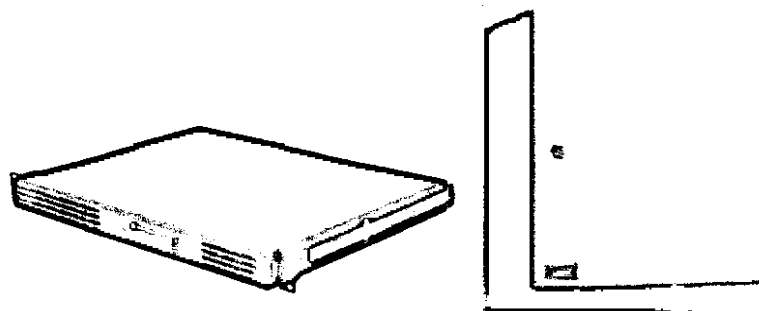


Fig. 1 Motorola DMR Repeater and Cabinet

3 Folded Dipole antennas to be installed on the roof at 3 points around the on roof structure housing the hot water systems. These antennas provide transit signal to all areas of the complex and receive signal diversity. The antennas will be mounted on galvanized steel standoff poles mounted to the roof structure. RF cable to run to the 3 antennas via a 3-way splitter.



TIS

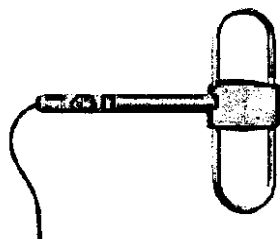


Fig. 2 Folded Dipole Antenna

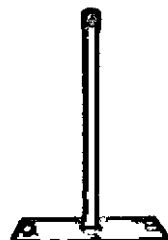


Fig. 3 Antenna pole

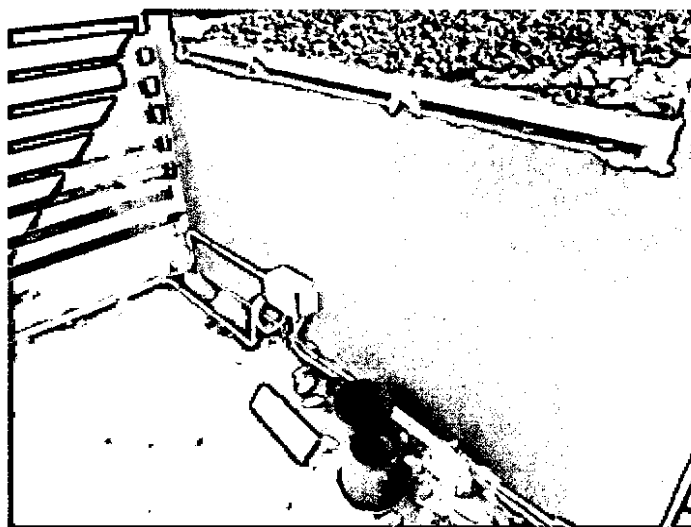


Fig. 4 Proposed Repeater location





The cabinet is to be mounted to the concrete wall providing easy access via the roof hatch. A 240V AC water proof power point is to be installed in preparation.

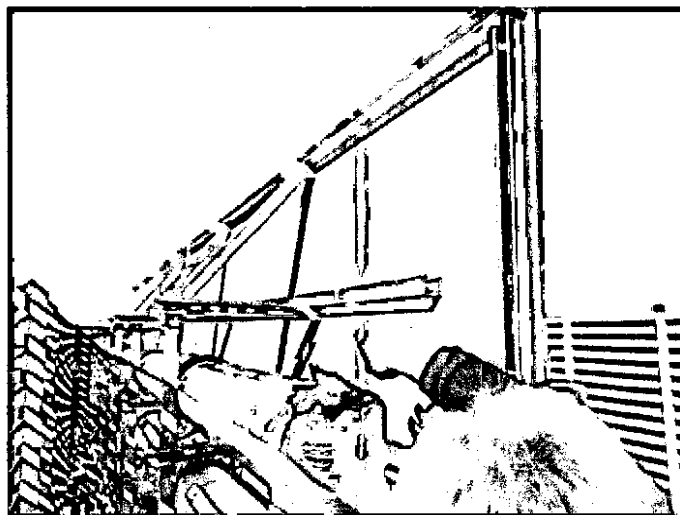
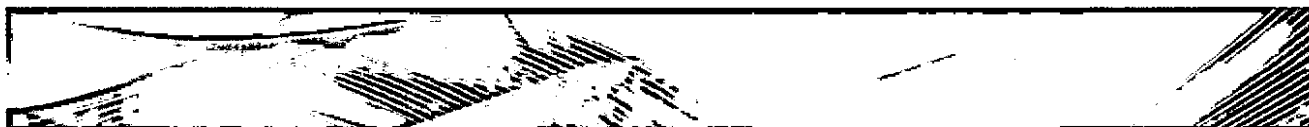


Fig. 5 Antenna location 1



Fig. 6 Antenna location 2





Installation

The antennas, cabling and repeater are to be installed in one day by 2 qualified technicians. The repeater along with the battery to be installed into the housing and mounted to the concrete wall using dyna bolts, drilling will be required for this process.

RF cabling to be installed to the antennas via current cable paths and inside conduit where required.

Antennas to be mounted in the best location with minimal visual impact.

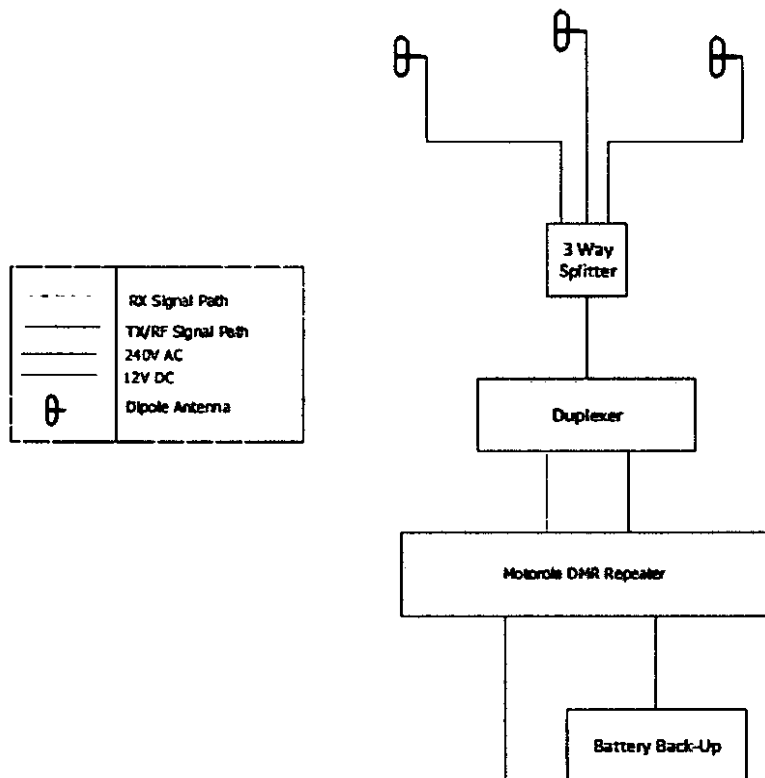
Documentation

SWMS and insurances will be provided on request along with any additional documentation required.





Diagrams

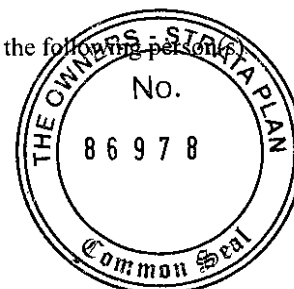


The seal of The Owners-Strata Plan No 86978 was affixed on 20/12/18 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

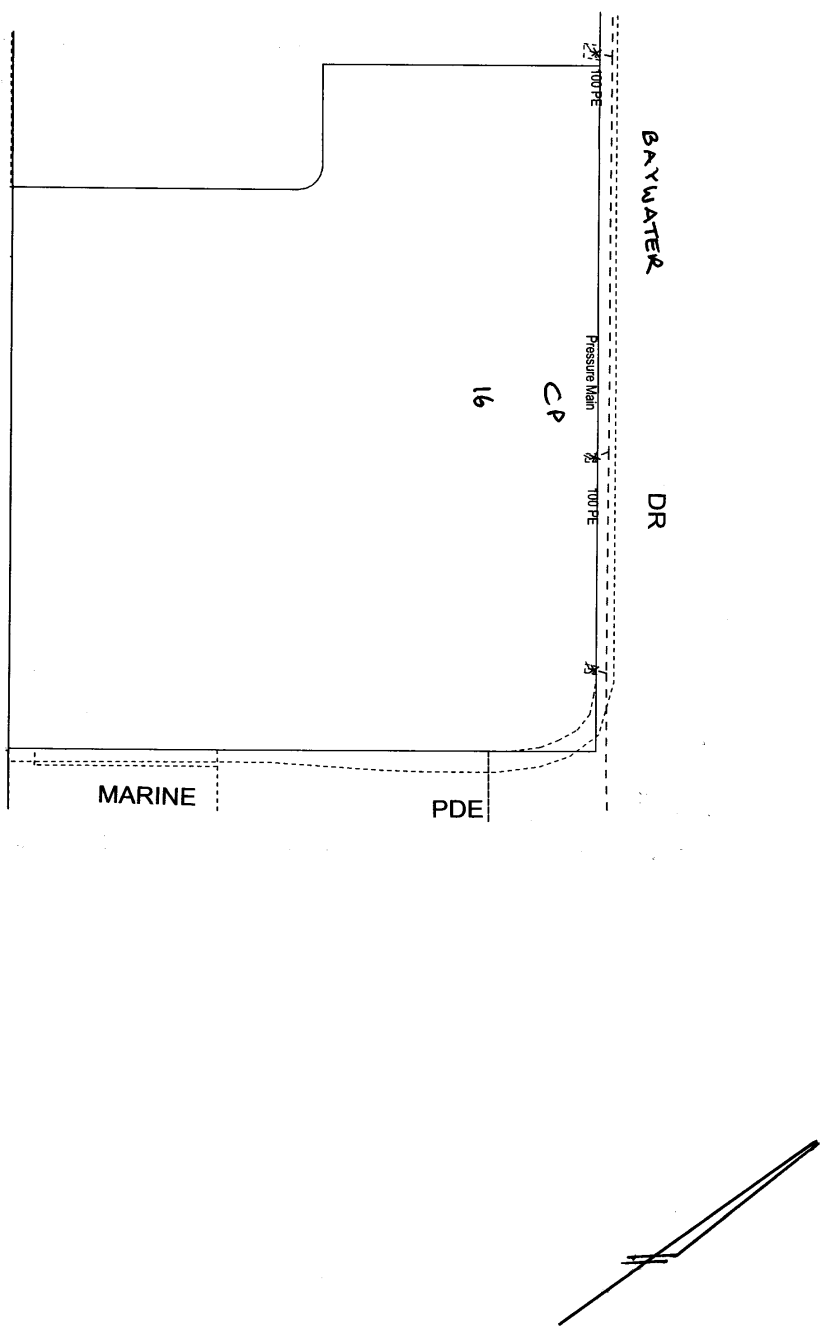
Signature(s): TRENDOR BLIGHT

Name(s) [use block letters]: TRENDOR BLIGHT

Authority: STRATA MANAGING AGENT



ALL HANDWRITING MUST BE IN BLOCK CAPITALS
 1705



SCALE
1:1000

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS	
Manhole	RP
Chamber	RP
L.H. Lamp	RP
Boundary Trap	RP
Inspection Shaft	RP
Pit	RP
Grease Interceptor	RP
Gully	RP
Terminal Man. Shaft	RP
Maintenance Shaft	RP
INDICATES - PLUMBING FIXTURES & FITTINGS	
CO	Clean Out
O V	Vent Pipe
T	Tile
K	Kitchen Sink
W	Water Closet
B	Bath
H	Handbasin
INDICATES - PLUMBING ON MORE THAN ONE LEVEL	
O av	Soil Vent Pipe
O wa	Waste Stack

ELEC.	
Boundary Valve	RPV
Alarm Control Panel	RPV
LP Stop Valve	RPV
LP Air Valve	RPV
LP Reducer	RPV
HSV Flow Monitor	RPV
Vacuum Chamber	RPV
Pushing Point	RPV

MUNICIPALITY OF AUBURN SUBURB OF WENTWORTH POINT

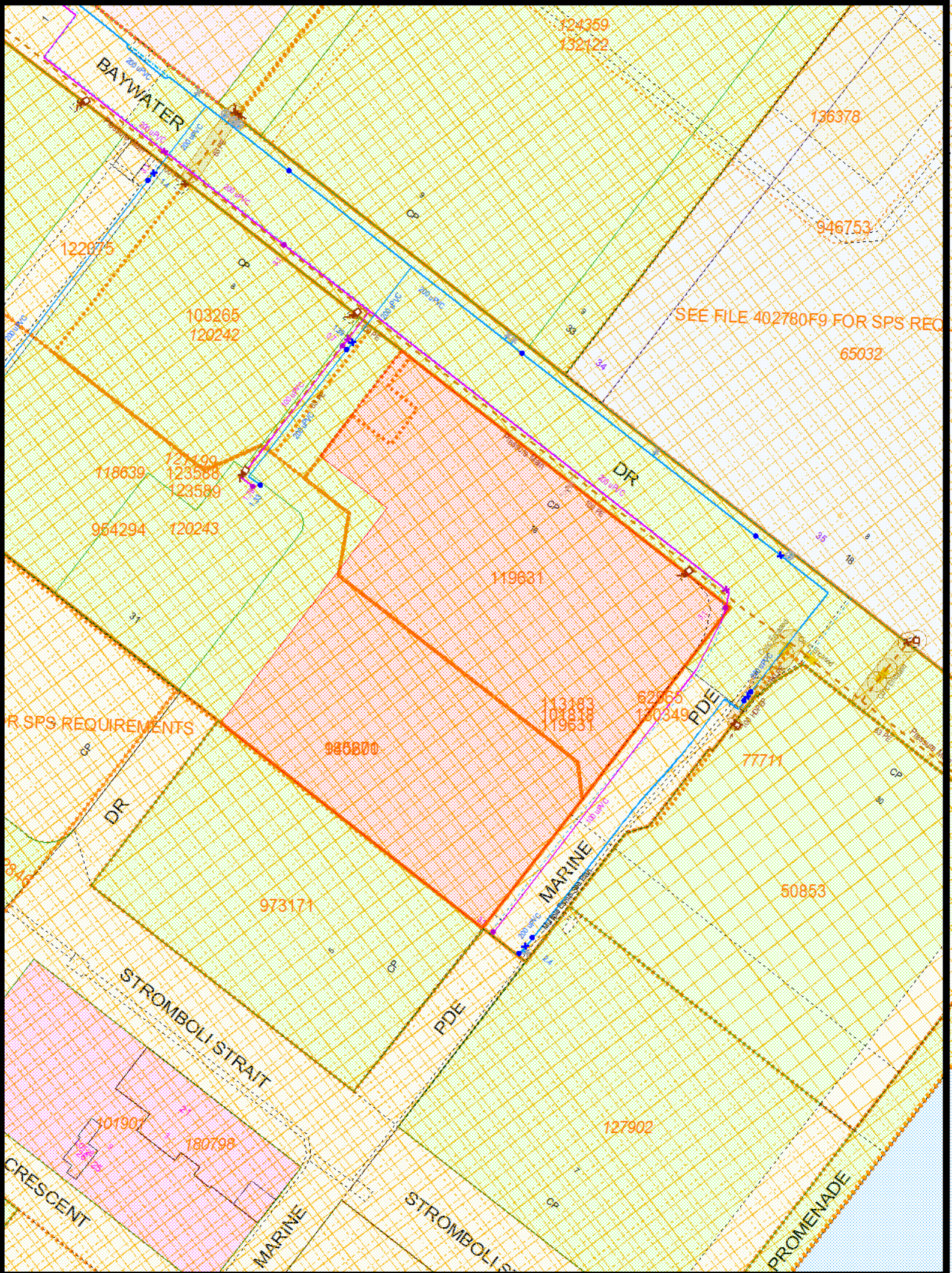
SYDNEY WATER
SEWERAGE SERVICE DIAGRAM

Scale : Approx 1:1000
Distances / depths in metres pipe diameters in millimetres
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. The existence and position of the Board's Sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of the Board's Business Offices (Section 33 of the Board's Act), position of structures boundaries sewers and sewerage services shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in position and type occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licenses is required to submit to the Board a Certificate of Compliance as not all work may have been supervised.
NOTE : This Diagram only indicates availability of a Sewer and sewerage services shown as existing in Board's records (By-Law 8 Clause 3)

A3 SIZE
DIAGRAM

SSD 7016029

Connection Date



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.