

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Upstate Group Suite 15, Level 1/888 Pittwater Road, Dee Why, NSW 2099	Phone: 9971 9000 Fax: 9982-6446 Ref: Chris Aldren Mobile: 0403567142 E: chris.a@upstate.com.au
co-agent		
vendor	Stefano Benvenuto and Cherie Benvenuto 46/48a Consol Road, Brookvale, NSW 2100	
vendor's solicitor	Cove & Beaches Conveyancing Pty Ltd 13/67 Wanganella Street, Balgowlah ALL MAIL TO: PO Box 20, SEAFORTH NSW 2092	Phone: 02 9948 9200 Fax: 02 9948 9190 Ref: DD:8502 E: des@coveandbeaches.com.au
date for completion land (address, plan details and title reference)	84th day after the contract date 46/48A Consol Road, Brookvale, New South Wales 2100 Registered Plan: Lot 46 Plan SP 77600 Folio Identifier 46/SP77600	(clause 15)

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other:

attached copies documents in the List of Documents as marked or as numbered: _____
 other documents:

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

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

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
 GST of: \$

witness

purchaser JOINT TENANTS tenants in common in unequal shares

witness

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

PEXA

Electronic transaction (clause 30) no YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

 NO yes

GST: Taxable supply

 NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

 NO yes

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

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

Purchaser must make a *GSTRW* payment
(GST residential withholding payment) NO yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.***GSTRW* payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

List of Documents

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

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

Strata Real Estate Services
 PO Box 7069, BROOKVALE NSW 2100 Phone: 1300 997 905
 propertyadmin@stratares.com.au

SECTION 66W CERTIFICATE

I, _____ of _____, certify as follows:

1. I am a Solicitor/Licensed Conveyancer currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **46/48A Consul Road, Brookvale**, from **Stefano Benvenuto and Cherie Benvenuto** to

in order that there is no cooling off period in relation to that contract;

3. I do not act for **Stefano Benvenuto and Cherie Benvenuto** and am not employed in the legal practice of a solicitor/licensed conveyancer acting for **Stefano Benvenuto and Cherie Benvenuto** nor am I a member or employee of a firm of which a solicitor/licensed conveyancer acting for **Stefano Benvenuto and Cherie Benvenuto** is a member or employee; and
4. I have explained to :

- _____
- (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

Signed: _____

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.

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* 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;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<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*.

33. Changes to Printed Clauses

- 33.1. Clause 1 Definitions - The words "a building society or credit union" are deleted from the definition of "bank".
- 33.2. Clause 7.1.1 - Amended by deletion of the words "5% of the price" and the insertion of the words "one dollar (\$1.00)" in place thereof.
- 33.3. Clause 16.7 - Amended by the deletion of the words "cash (up to \$2,000) or".
- 33.4. Clauses 16.8 & 16.12 - Deleted in their entirety.

34. Completion

- 34.1. Completion of this contract will take place on or before 3.30pm on the completion date.
- 34.2. If this contract is not completed on or by the date for completion either party will be entitled by notice in writing to the other to fix a date for completion of this contract and making the time for completion essential ("Notice to Complete").
- 34.3. It is expressly agreed by the parties that a period of not less than fourteen (14) days between but excluding the date of service of a Notice to Complete and including the date for completion specified in such Notice to Complete will be a reasonable and adequate time to render the time specified in such Notice to Complete essential (even though the period includes dates which are not business days). The Vendor may at any time withdraw a Notice to Complete without prejudice to the continuing right of the Vendor to give any further such notice.
- 34.4. If completion does not take place on or before the date for completion for any reason not solely attributable to the Vendor, then without prejudice to all other remedies available to the Vendor, the Purchaser must pay to the Vendor on completion an amount equal to interest at a rate of ten per centum (10%) per annum calculated daily on the price (less any deposit paid) calculated from (but excluding) the date for completion specified on the first page of this contract until the date of actual completion of this Contract. It is agreed that this amount is a genuine pre-estimate of the Vendors loss of interest for the purchase monies. The Purchaser will not be entitled to require the Vendor to complete this contract unless the interest has been paid.
- 34.5. A party who issues a Notice to Complete shall be entitled to recover a fee of \$350.00 (GST inclusive) on settlement from the other party to cover the costs of issuing such notice.
- 34.6. In the event that due to the fault of the Purchaser or the Purchaser's mortgagee (and through no fault of the Vendor) completion does not take place at the scheduled time on the completion date, or does not take place at a re-arranged time on that same day due, then in addition to any other monies payable by the Purchaser on completion of this contract, the

Purchaser must on completion pay an additional amount of \$275.00 (GST Inclusive) to cover the legal costs and other expenses incurred by the Vendor in consequence of such delay.

35. Vendor's Agent

The Purchaser warrants that it was not introduced to the property or to the Vendor by a real estate agent (other than the agent (if any) described in the Meaning of Terms "Vendor's Agent") in circumstances which could give rise for commission or remuneration in respect of the sale.

The Purchaser indemnifies the Vendor from and against any claim or demand made by any other agent as to commission or remuneration in respect of the sale arising out of a breach by the Purchaser of the warranty in this clause (including all legal costs both on a party and party and solicitor and client basis incurred by the Vendor in connection with such claim or demand).

This clause shall not merge on completion.

36. Death or Bankruptcy

Without in any manner negating limiting or restricting any rights or remedies which would have been available to the Vendor at Law or Equity was this clause not be included herein should the Purchasers (or any one of them) prior to completion:

- 36.1. die or become mentally ill then the Vendor may rescind this Contract by notice in writing forwarded to the solicitor named as the Purchaser's solicitor and thereupon this Contract shall be at an end and the provisions of Clause 19 hereof shall apply; and
- 36.2. be declared bankrupt then the Purchaser shall be deemed to be in breach of this Contract and the Vendor may terminate the Contract by notice in writing forwarded to the solicitor named as the Purchaser's solicitor and thereupon this Contract shall be at an end and the provisions of Clause 9 hereof shall apply.

37. Representation and Warranties

37.1. The Purchaser warrants that:

- 37.1.1. unless stated otherwise in this contract, the Purchaser has not entered into this contract in reliance on any documents or brochures produced on any expressed or implied statement, representation, promise or warranty made by the Vendor or on its behalf (including any real estate agent) in respect of any matter relating to the property or which has or may have an effect on the property, including but not limited to the matters in 37.1.2 hereunder;
- 37.1.2. the Purchaser shall not make any objection, requisition or claim for compensation in relation to nor rescind terminate or delay completion of this contract because of:

- 37.1.2.1. the location of the property;
 - 37.1.2.2. the condition or state of repair of the property and improvements and the furnishings and chattels on completion or depreciation occurring between execution of this contract and completion;
 - 37.1.2.3. the suitability of the property or improvements for any use including, without limitation, the conduct of a business or any development whatsoever;
 - 37.1.2.4. the rights and privileges relating to the property;
 - 37.1.2.5. the financial return or income to be derived from the property;
 - 37.1.2.6. any matter disclosed by any sewerage service diagram;
 - 37.1.2.7. the presence in or upon the property of asbestos or other hazardous substances or any environmental hazard or contamination;
 - 37.1.2.8. the presence of any sewer drain manhole or vent on the property;
 - 37.1.2.9. any rainwater downpipe being connected to the sewer;
 - 37.1.2.10. the state of repair or condition of any service to or on the property ("service" includes air, communication, drainage, stormwater, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 37.1.2.11. the nature, location, availability or non-availability of any such service;
 - 37.1.2.12. whether or not the property is subject to or has the benefit of any right or easement in respect of any such service or the mains pipes or connections thereof;
 - 37.1.2.13. the compliance or non-compliance with any restriction on user; or
 - 37.1.2.14. any key not in the possession of the vendor.
- 37.1.3. The Purchaser accepts the property and improvements in their present state of repair and subject to any latent or patent defects or any infestation or dilapidation. The purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the property, improvements and or inclusions.

38. Requisitions on Title

38.1. The Purchaser agrees that the only Requisitions that the Purchaser shall be entitled to make under the provisions of Clause 5.1 of this Contract are those in the form of Requisitions on Title annexed to this Contract.

38.2. The Purchaser agrees that notwithstanding any provision of this Contract to the contrary, any claim for compensation by the Purchaser whether under Clause 6 or otherwise shall be deemed to be a requisition for the purposes of Clause 8 and to constitute reasonable grounds for the rescission of this Contract by the Vendor.

39. Drainage Diagram

The Vendor discloses and the Purchaser acknowledges that the drainage diagram attached to this Contract is the only such diagram currently available from Sydney Water in the ordinary course of administration. The Purchaser shall not make any objection, requisition, claim for compensation rescind, delay completion nor require the Vendor to do any work to the property in relation to any matter arising out of or non-disclosure in the drainage diagram.

40. Release of Deposit

Notwithstanding anything to the contrary contained in this Contract, the Purchaser agrees that, if required by the Vendor, the Purchaser will give such instructions and sign all necessary documentation to allow the deposit or any part thereof to be released to enable the Vendor to apply the same as a deposit on another property that the Vendor proposes to purchase provided that such deposit is paid into another agent's, conveyancer's or solicitors Trust Account and is not released further. Should the Purchaser not provide the authority set out in this Clause, or not provide same timeously when requested by the Vendor, this will constitute a default under an essential term of this Contract and the Vendor shall be entitled to terminate this Contract and the provisions of Clause 9 shall apply.

41. Guarantee and Indemnity if purchaser is a Company

In the event that the Purchaser is a Company, as an essential element of this Contract, the Purchaser will procure that the attached Deed of Guarantee is executed prior to or simultaneous with the execution of the Contract.

42. Electronic Transaction

42.1. Other than in the circumstances set out in Clause 30.2.1, in the event that this Contract is marked as or deemed to be a Proposed Electronic Transaction and the Purchaser does not complete as an Electronic Transaction, then on settlement the Purchaser shall make an allowance in favour of the Vendor in the amount of \$385.00 (Inclusive of GST).

42.2. In any event, if a "paper settlement" if the Purchaser:

42.2.1. requires settlement to take place at a venue other than as

nominated by the Vendor, then for purposes of Clause 16.13, the Purchaser agrees to pay on settlement the fees of the Vendor's Conveyancer's Settlement Agents together with any further or other agency or mortgagee fee arising as a result of settlement at such venue;

42.2.2. is to attend to the stamping of this Contract and/or Transfer at settlement, then in addition to any other allowances, the Purchaser must pay on completion a further amount of \$154.00 (inclusive of GST) to cover the additional settlement time so occasioned.

42.2.3. In the event that the Purchaser fails to deliver the Transfer to the Vendors Conveyancer on or before 14 days before the due date for completion of this Contract, the Purchaser shall allow by way of an adjustment on settlement the amount of \$82.50 (GST Inclusive) to cover the costs of the Vendor's Conveyancer preparing their own Transfer.

43. Severability

Each of the provisions of this contract for sale shall be severable from each other and the invalidity, illegality or unenforceability of any provision herein contained shall not prejudice or in any way affect or impair the validity or enforceability of the remaining provisions hereof.

44. Whole Agreement

The agreements, provisions, terms, conditions and warranties contained in this contract comprise the whole of the bargain between the parties hereto and the parties hereto expressly agree and declare that no further or other agreements, provisions, terms, conditions or warranties exist or apply.

DEED OF GUARANTEE

1. Guarantee and Indemnity if purchaser is a Company

- 1.1. The provisions Deed and apply if the purchaser is a corporation.
- 1.2. Contract means the Contract for the sale of land of which this Guarantee and Indemnity forms part and Expressions used in this Deed given meanings in the Contract have the same meaning as in the Contract.

1.3. Guarantor means: _____

of: _____.

And: _____

of: _____

being two directors of the Purchaser, or if the Purchaser is a sole director/secretary corporation then the sole director/secretary.

- 1.4. The Guarantor, by the Guarantor's execution of this guarantee and indemnity at the end of this clause, acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the Vendor including, without limitation, the agreement of the Vendor to enter into this Contract at the request of the Guarantor.
- 1.5. The covenants, guarantees and indemnities in this Deed are severable.
- 1.6. The Guarantor unconditionally and irrevocably guarantees to the Vendor:
 - 1.6.1. the payment to the Vendor of the balance of the price by the Purchaser;
 - 1.6.2. the payment to the Vendor of every other amount payable by the Purchaser under the Contract; and
 - 1.6.3. the performance of the Purchaser's obligations under the Contract.
- 1.7. The Guarantor indemnifies the Vendor against any claim or action and costs arising therefrom in connection with or arising from any breach or default or attempted breach or default by the Purchaser of its obligations under the Contract.
- 1.8. The Guarantor must pay on demand any money due to the Vendor by reason of this indemnity including the balance of the price, the

adjustments due to the Vendor on completion and interest payable by the Purchaser to the Vendor.

- 1.9. The Guarantor is liable to the Vendor jointly and severally with the Purchaser for:
 - 1.9.1. the Purchaser's observance and performance of its obligations under this Contract; and
 - 1.9.2. any damage incurred by the Vendor as a result of:
 - 1.9.2.1. the Purchaser's failure to observe and perform its obligations under the Contract or its default under this Contract;
 - 1.9.2.2. or the termination of this Contract by the Vendor.
- 1.10. Until the Vendor has received all money payable by the Purchaser or the Guarantor under the Contract and the due performance by the Purchaser and the Guarantor of their several obligations under this Contract, neither the Purchaser nor the Guarantor may:
 - 1.10.1. claim or receive the benefit of:
 - 1.10.1.1. a dividend or distribution;
 - 1.10.1.2. a payment out of the estate or assets; or
 - 1.10.1.3. a payment in the liquidation, winding up or bankruptcy; of a person liable jointly with the Purchaser or the Guarantor to the Vendor or liable under a security for money payable by the Purchaser or the Guarantor; or
 - 1.10.2. 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.
- 1.11. 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 a right of the Vendor under this clause.
- 1.12. The Guarantor's obligations are not affected if:
 - 1.12.1. the Vendor releases or enters into a composition with the Purchaser;
 - 1.12.2. a payment made to the Vendor is later avoided; or
 - 1.12.3. the Vendor assigns or transfers the benefit of the Contract.
- 1.13. If the Vendor assigns or transfers the benefit of the Contract, the assignee receives the benefit of the Guarantor's covenants, agreements, guarantees and indemnities.

- 1.14. The obligations of the Guarantor under this Deed are not released, discharged or otherwise affected by:
 - 1.14.1. failure by one or more Guarantors to have executed this guarantee and indemnity, validly or otherwise;
 - 1.14.2. the grant of any time, waiver, covenant not to sue or other indulgence;
 - 1.14.3. the release (including without limitation a release as part of a novation) or discharge of any person;
 - 1.14.4. an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
 - 1.14.5. an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - 1.14.6. a variation of the Contract including, without limitation, a variation in the date of completion of the Contract;
 - 1.14.7. any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the Vendor by the Contract, a statute, a court or otherwise;
 - 1.14.8. payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - 1.14.9. the winding up of the Purchaser.
- 1.15. The Guarantor acknowledges that this guarantee and indemnity is executed as a Deed.

SIGNED SEALED and DELIVERED

by the **GUARANTOR** in the presence of:

.....
Witness Signature

.....
GUARANTOR/S

(Witness Name).....

(Witness Address).....

.....

.....



FOLIO: 46/SP77600

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
19/1/2021	12:49 PM	6	2/9/2018

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

LAND

LOT 46 IN STRATA PLAN 77600
AT BROOKVALE
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

STEFANO BENVENUTO
CHERIE BENVENUTO
AS JOINT TENANTS (T AM121295)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP77600
- 2 AM121296 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP77600

SEARCH DATE	TIME	EDITION NO	DATE
19/1/2021	12:49 PM	8	12/6/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 77600 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BROOKVALE
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP77600

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 77600
ADDRESS FOR SERVICE OF DOCUMENTS:
48A CONSUL ROAD
BROOKVALE
NSW 2100

SECOND SCHEDULE (23 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM - SEE CROWN GRANT(S)
2 541100 LAND EXCLUDES MINERALS (S.134 PUBLIC WORKS ACT, 1900) WITHIN THE PART SHOWN SO INDICATED IN THE TITLE DIAGRAM
3 B34164 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
4 B24520 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
5 W503447 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
6 DP635535 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
7 DP831677 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 DP1101676 EASEMENT FOR ELECTRICITY PURPOSES 7 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9 DP1101676 EASEMENT FOR ELECTRICITY PURPOSES 2 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
10 DP1101676 EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (23 NOTIFICATIONS) (CONTINUED)

- AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1101676 EASEMENT FOR ELECTRICITY PURPOSES 3.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 12 DP1101676 RIGHT OF CARRIAGEWAY 4 WIDE,6 WIDE,6.2 WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 13 DP1101677 POSITIVE COVENANT REFERRED TO AND NUMBERED (1) IN THE S. 88B INSTRUMENT
 - 14 DP1101677 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S. 88B INSTRUMENT
 - 15 DP1101677 POSITIVE COVENANT REFERRED TO AND NUMBERED (3) IN THE S. 88B INSTRUMENT
 - 16 DP1101677 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S. 88B INSTRUMENT
 - 17 DP1101677 RIGHT OF FOOTWAY (BUSHWALKING TRACK) 1.7 WIDE,3 WIDE,4 WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 18 DP1101677 RIGHT OF CARRIAGEWAY 4 WIDE,6 WIDE,6.2 WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 19 DP1101677 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 20 DP1101677 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 21 DP1101677 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE S. 88B INSTRUMENT
 - 22 AM674068 INITIAL PERIOD EXPIRED
 - 23 AP315122 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 77600

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 120	2	- 120	3	- 120	4	- 120
5	- 91	6	- 120	7	- 120	8	- 120
9	- 120	10	- 120	11	- 120	12	- 91
13	- 120	14	- 120	15	- 120	16	- 120
17	- 120	18	- 120	19	- 91	20	- 120
21	- 120	22	- 120	23	- 120	24	- 120
25	- 91	26	- 91	27	- 120	28	- 120
29	- 120	30	- 120	31	- 120	32	- 91
33	- 91	34	- 120	35	- 120	36	- 120
37	- 120	38	- 120	39	- 91	40	- 91

END OF PAGE 2 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP77600

PAGE 3

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

STRATA PLAN 77600

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
41	- 120	42	- 120	43	- 198	44	- 198
45	- 198	46	- 198	47	- 198	48	- 198
49	- 198	50	- 198	51	- 131	52	- 177
53	- 177	54	- 177	55	- 177	56	- 177
57	- 177	58	- 143	59	- 177	60	- 177
61	- 177	62	- 177	63	- 177	64	- 177
65	- 177	66	- 177	67	- 177	68	- 177
69	- 177	70	- 177	71	- 177		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

8502

PRINTED ON 19/1/2021

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

STRATA PLAN FORM 1

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECT SP77600

ePlan OFFICE USE ONLY

STRATA CERTIFICATE

The name of Council is Accredited Certifier IAN BAKER being satisfied that the requirements of the Strata Schemes (Greenfield Development) Act 1973 or a scheme of a Strata Schemes Development Act 1973 have been complied with, approval of the proposed

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

The accredited certifier is satisfied that the plan is consistent with the requirements of the Strata Schemes (Greenfield Development) Act 1973 or a scheme of a Strata Schemes Development Act 1973 in relation to the stages of the strata development contract in which it relates.

The Council does not intend to the satisfaction of the Council beyond the assignment of the strata plan.

The accredited certifier is satisfied that the strata plan complies with a relevant development consent in force that allows the use of land (being utility 16/17 designed for the storage or use of land) of boats, motor vehicles, goods and not for human habitation or a residence or other use, and that the land is restricted to the proprietor or tenant of a lot or proposed lot (including each a utility) of the subject of the strata scheme (referred to in section 39 of the Strata Schemes (Greenfield Development) Act 1973 or section 48 of the Strata Schemes (Greenfield Development) Act 1973).

Date: 7 AUGUST 2006

Subdivision No. 006/SC95/06

Accreditation No. P50A 006

Relevant Development Consent No. 2006/0209

Issued by WARRINGAH COUNCIL

SEE SIGNATURES FORM

Address of Registrar-General/Manager/Accredited Certifier

complete or within 4 weeks

SURVEYOR'S CERTIFICATE

I, Scott Keith Murray of Roger Boxall Surveyors Pty Ltd at Sutherland Tel: 02 9521 5737

a surveyor registered under the Surveyors Act 2002, hereby certify that (1) each applicable requirement of Schedule 14 of the Strata Schemes (Greenfield Development) Act 1973 or a scheme of a Strata Schemes Development Act 1973 has been met;

(2) the strata plan is a strata plan of subdivision as shown in the accompanying location plan and is consistent with the requirements of the Strata Schemes (Greenfield Development) Act 1973 or a scheme of a Strata Schemes Development Act 1973 in relation to the stages of the strata development contract in which it relates.

Signature: SEE SIGNATURES FORM

Date: 4 JULY 2006

* Strike out if inapplicable.
 * State whether dwelling or plans, and quote registered number.
 This is sheet 1 of my plan in 6 sheets.

* Residential matter by-laws adopted for this scheme
 Keeping of Animals: AS SHOWN IN BY-LAWS
 * Schedule of By-laws in 13 sheets filed with plan
 * No By-laws apply
 * Strike out whichever is inapplicable

PLAN OF: SUBDIVISION OF LOT 11

D.P. 1101677

L.G.A. : WARRINGAH Locality : BROOKVALE

Parish : MANLY COVE County : CUMBERLAND

Registered:  4-9-2006

Purpose: STRATA PLAN

Ref. Map: U1860-63 #

Last Plan: DP 1101677

Name of, and address for service of notices on, the owners corporation (Address required on original strata plan only)

THE OWNERS - STRATA PLAN 77600
 48A CONSUL ROAD
 BROOKVALE NSW 2100

FOR LOCATION PLAN SEE SHEET 2
 Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

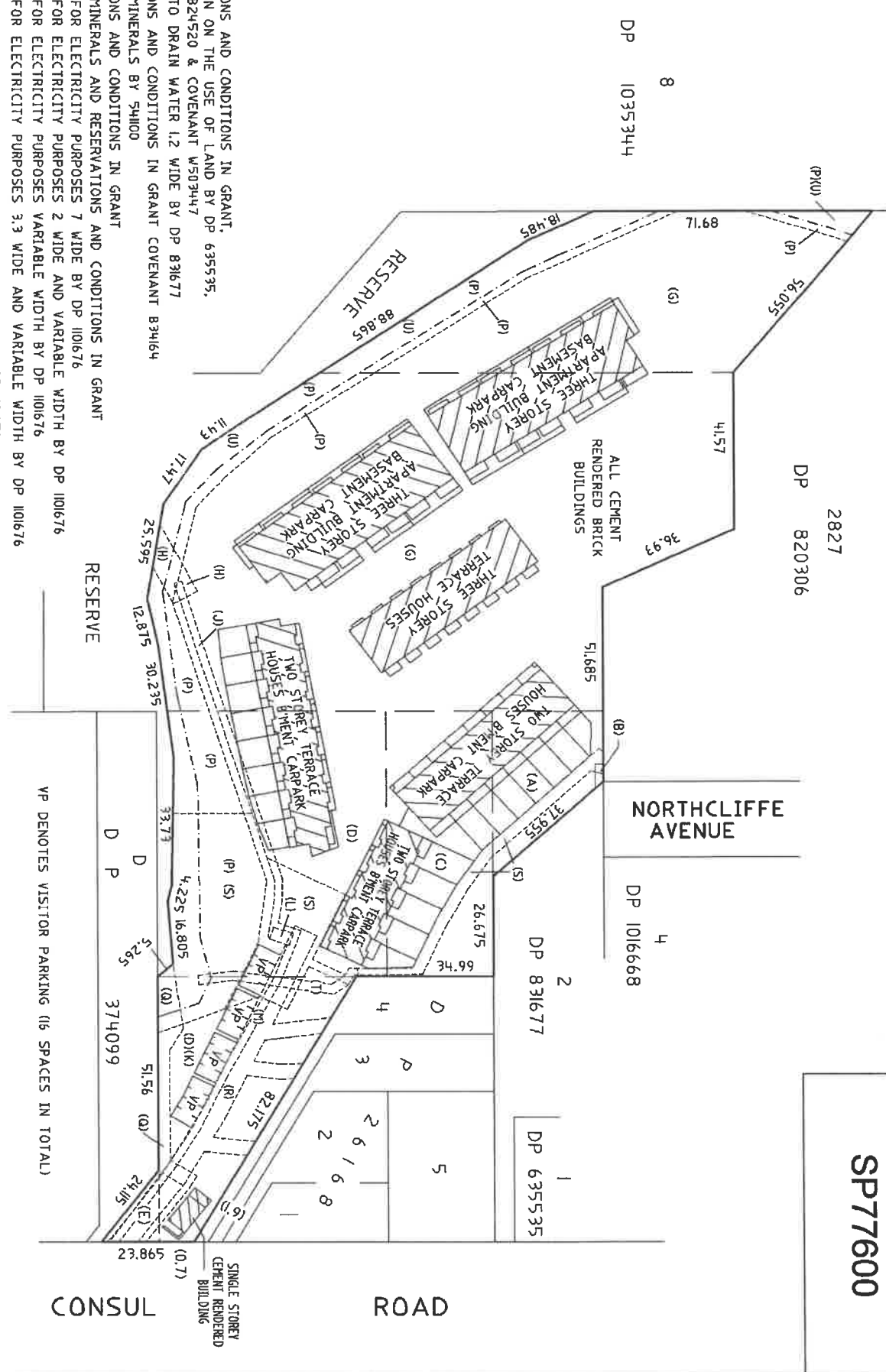
FOR SIGNATURES, SEALS
 AND CERTIFICATES
 SEE SIGNATURES FORM

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENT.	LOT	UNIT ENT.	LOT	UNIT ENT.
1	120	25	91	49	198
2	120	26	91	50	198
3	120	27	120	51	131
4	120	28	120	52	177
5	91	29	120	53	177
6	120	30	120	54	177
7	120	31	120	55	177
8	120	32	91	56	177
9	120	33	91	57	177
10	120	34	120	58	143
11	120	35	120	59	177
12	91	36	120	60	177
13	120	37	120	61	177
14	120	38	120	62	177
15	120	39	91	63	177
16	120	40	91	64	177
17	120	41	120	65	177
18	120	42	120	66	177
19	91	43	198	67	177
20	120	44	198	68	177
21	120	45	198	69	177
22	120	46	198	70	177
23	120	47	198	71	177
24	120	48	198	TOTAL	10000

SURVEYOR'S REFERENCE: 9032 S

SP77600



- (A) RESERVATIONS AND CONDITIONS IN GRANT, RESTRICTION ON THE USE OF LAND BY DP 635535, COVENANT B24520 & COVENANT W503447
- (B) EASEMENT TO DRAIN WATER 1.2 WIDE BY DP 831677
- (C) RESERVATIONS AND CONDITIONS IN GRANT COVENANT B34164
- (D) EXCLUDES MINERALS BY 54100
- (E) RESERVATIONS AND CONDITIONS IN GRANT
- (F) EXCLUDES MINERALS AND RESERVATIONS IN GRANT
- (G) EASEMENT FOR ELECTRICITY PURPOSES 7 WIDE BY DP 1101676
- (H) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE AND VARIABLE WIDTH BY DP 1101676
- (I) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH BY DP 1101676
- (J) EASEMENT FOR ELECTRICITY PURPOSES 3.3 WIDE AND VARIABLE WIDTH BY DP 1101676
- (K) RIGHT OF CARRIAGEWAY 4 WIDE, 6 WIDE AND 6.2 WIDE BY DP 1101676
- (L) RIPARIAN ZONE BEING AREA AFFECTED BY POSITIVE COVENANT (P) AND RESTRICTION ON USE (P) BY DP 1101677
- (M) RIGHT OF FOOTWAY (BUSWALKING TRACK) 1.7 WIDE, 3 WIDE, 4 WIDE AND VARIABLE WIDTH BY DP 1101677
- (N) EASEMENT TO DRAIN WATER VARIABLE WIDTH BY DP 1101677
- (O) EASEMENT TO DRAIN WATER 2.5 WIDE AND VARIABLE WIDTH BY DP 1101677
- (P) NATURAL WATERCOURSE OF VARIABLE WIDTH BY DP 1101677
- (Q) FOR DETAILED EASEMENT LOCATIONS SEE DP 1101676 AND DP 1101677

LOCALITY PLAN

Reduction Ratio 1 : 1000

Lengths are in metres

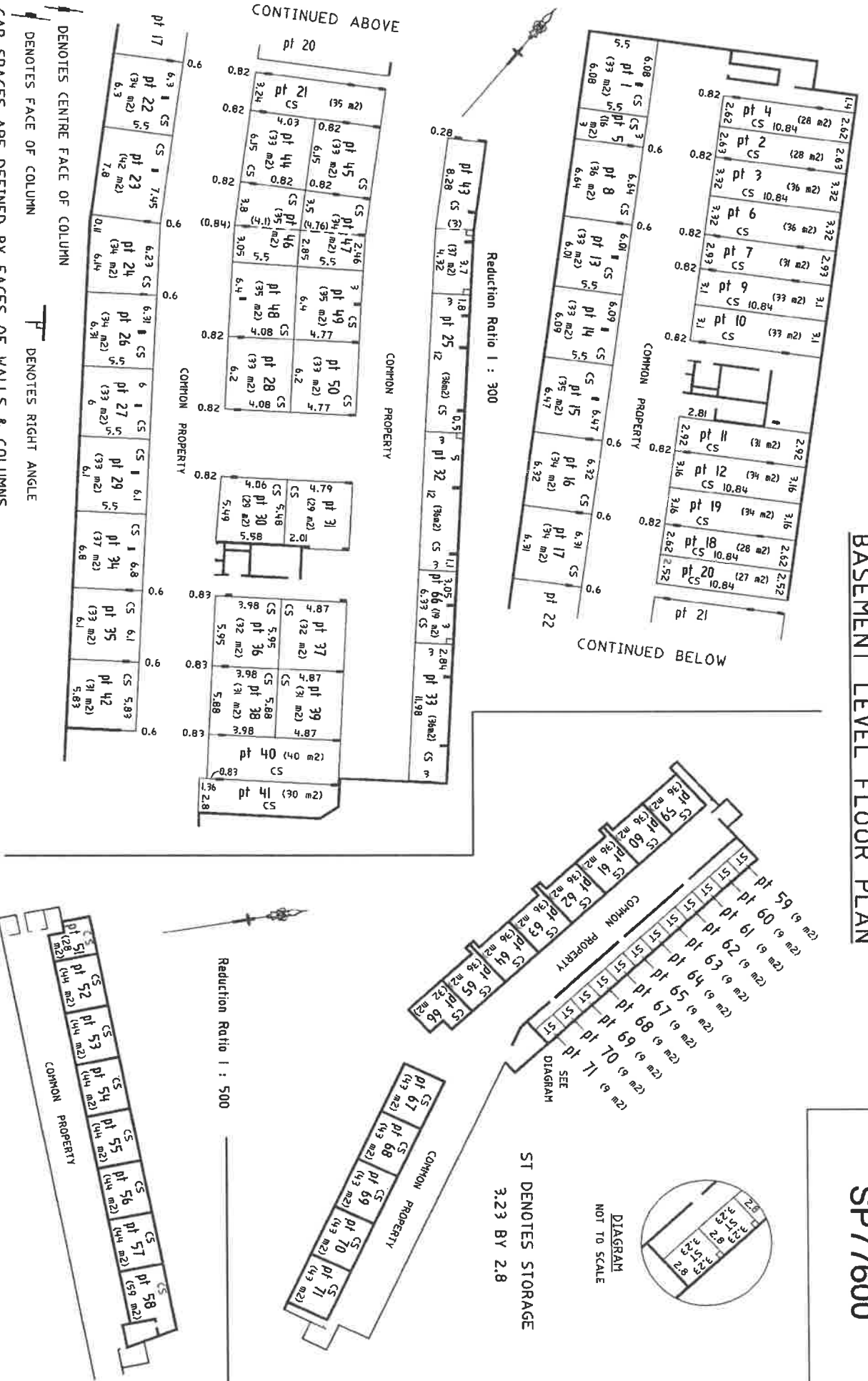
SEE SIGNATURES FORM
 Registered Surveyor

SEE SIGNATURES FORM
 Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 9032 S

BASEMENT LEVEL FLOOR PLAN

SP77600



DENOTES CENTRE FACE OF COLUMN
 DENOTES FACE OF COLUMN
 DENOTES RIGHT ANGLE
 DENOTES CAR SPACE

CAR SPACES ARE DEFINED BY FACES OF WALLS & COLUMNS,
 LINE OF FACES OF WALLS & COLUMNS, LINE OF CENTRES OF
 WALLS & COLUMNS AND DIMENSIONS SHOWN.
 AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES
 (FREEHOLD DEVELOPMENT) ACT, 1973, ONLY AND ARE APPROXIMATE.

CS DENOTES CAR SPACE

Lengths are in metres

SEE SIGNATURES FORM

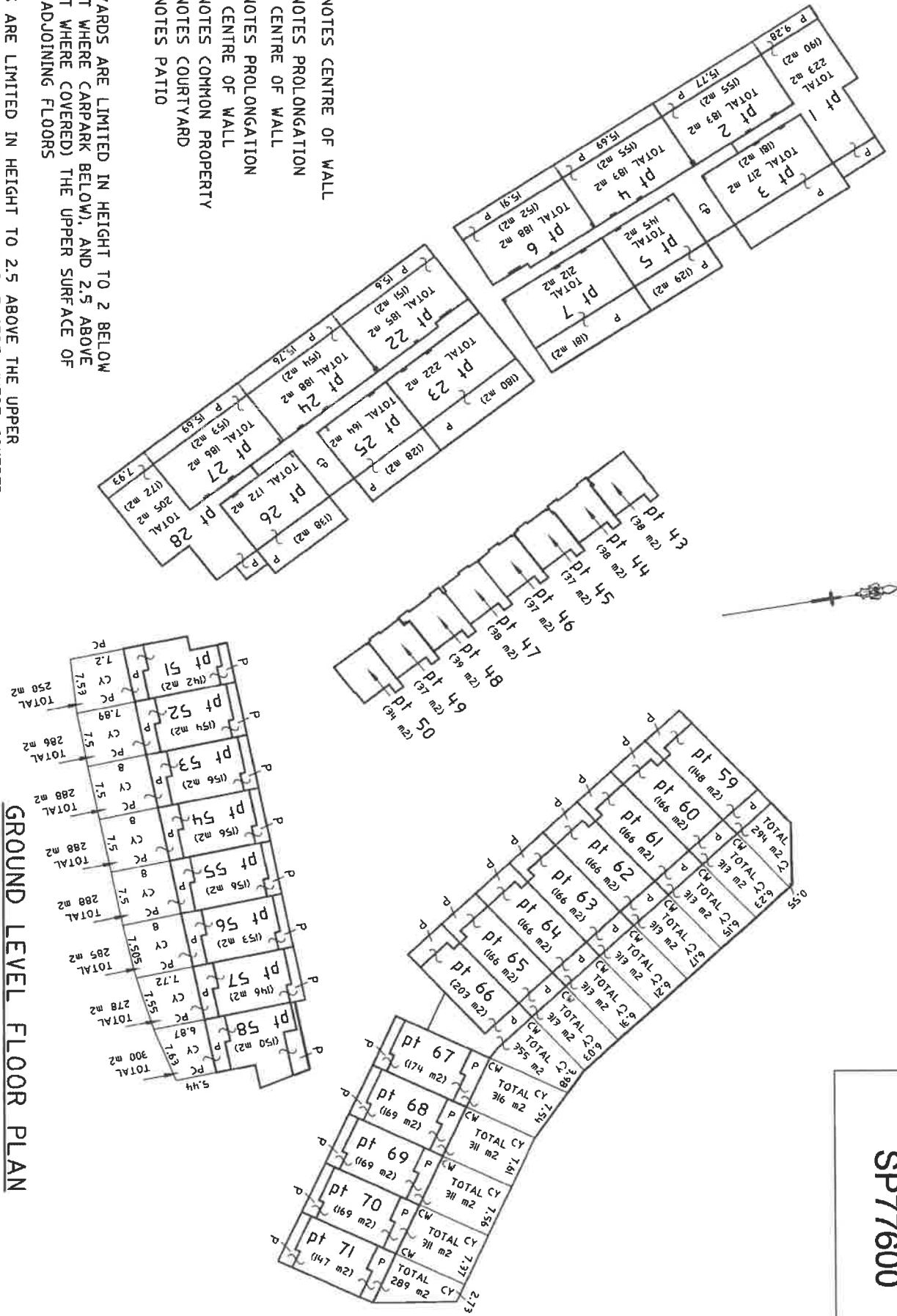
Registered Surveyor

SURVEYOR'S REFERENCE: 9032 S

SEE SIGNATURES FORM

Authorised Person/General Manager/Accredited Certifier

SP77600



CW DENOTES CENTRE OF WALL
 PC DENOTES PROLONGATION OF CENTRE OF WALL
 DENOTES PROLONGATION OF CENTRE OF WALL
 CP DENOTES COMMON PROPERTY
 CY DENOTES COURTYARD
 P DENOTES PATIO

COURTYARDS ARE LIMITED IN HEIGHT TO 2 BELOW (EXCEPT WHERE CARPARK BELOW), AND 2.5 ABOVE (EXCEPT WHERE COVERED) THE UPPER SURFACE OF THEIR ADJOINING FLOORS

PATIOS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS, EXCEPT WHERE COVERED.

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

Reduction Ratio 1 : 500

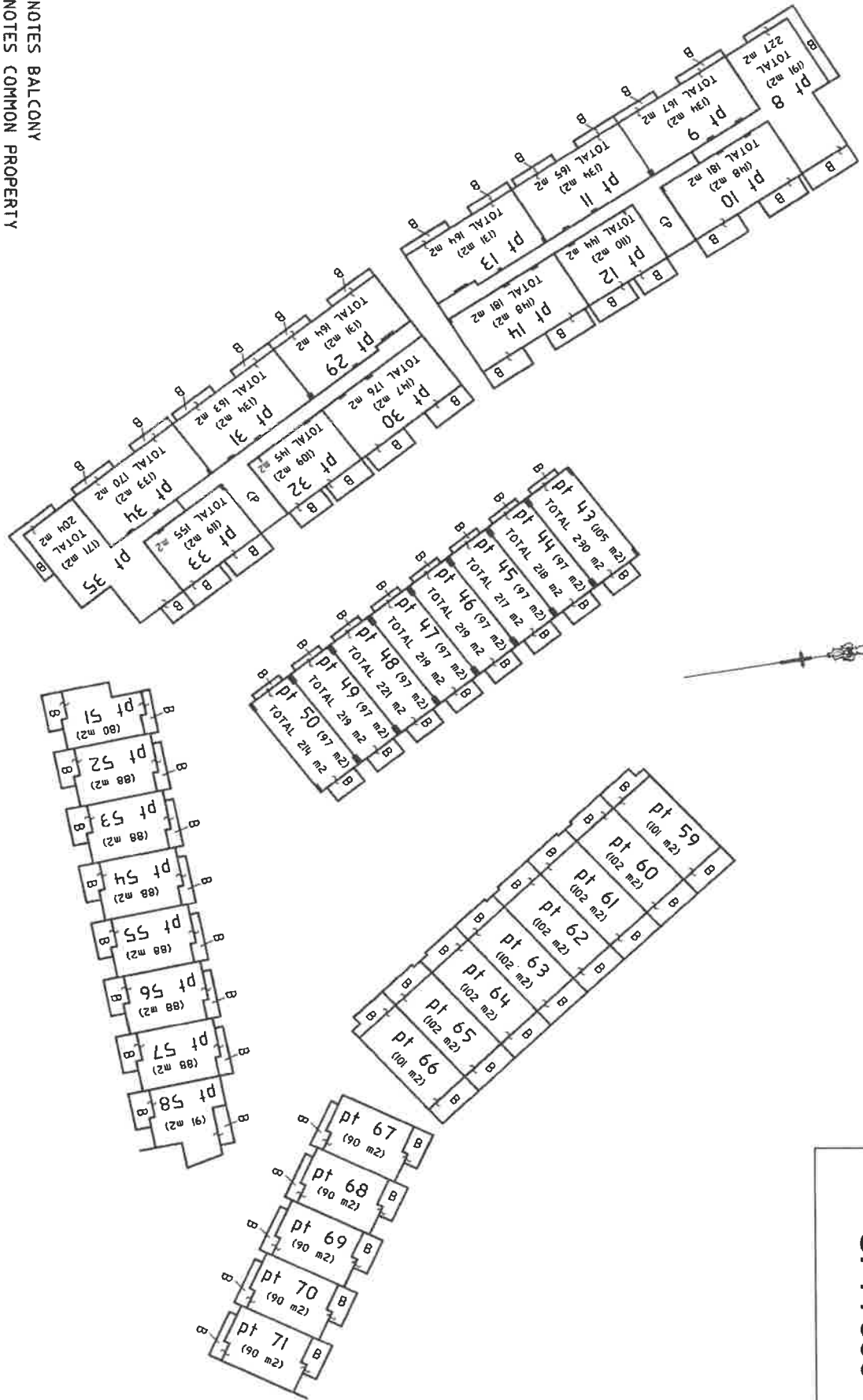
Lengths are in metres

GROUND LEVEL FLOOR PLAN

SEE SIGNATURES FORM
 Registered Surveyor
 SEE SIGNATURES FORM
 Authorized Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 9072 S

SP77600



B DENOTES BALCONY
 CP DENOTES COMMON PROPERTY

BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS, EXCEPT WHERE COVERED.

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

LEVEL ONE FLOOR PLAN

Reduction Ratio 1 : 500

Lengths are in metres

SEE SIGNATURES FORM

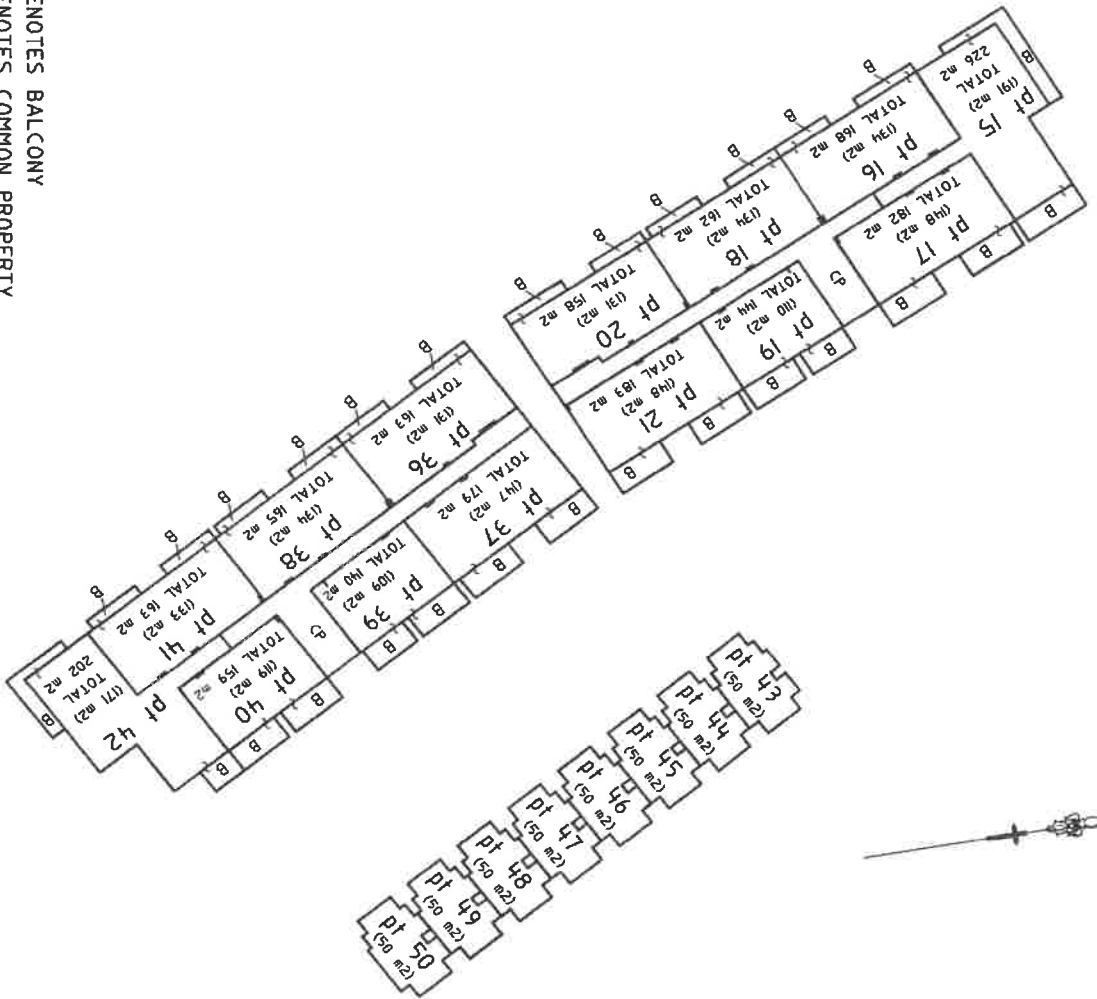
SEE SIGNATURES FORM

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 9032 S

SP77600



B DENOTES BALCONY
 CP DENOTES COMMON PROPERTY

BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS, EXCEPT WHERE COVERED.

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

LEVEL TWO FLOOR PLAN

Reduction Ratio 1 : 500

Lengths are in metres

SEE SIGNATURES FORM

Registered Surveyor

SEE SIGNATURES FORM

Authorised Person/General Manager/Accredited Carthar

SURVEYOR'S REFERENCE: 9032 S

STRATA PLAN FORM 3

ePlan

CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 2 sheet(s)

PLAN OF SUBDIVISION OF

LOT 11 IN D.P. 1101677

SP77600

Registered:



4-9-2006

Strata Certificate

* Name of Council/ Accredited Certifier... IAN BAKER
 being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or * Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:

* strata plan/ ~~strata plan of subdivision~~
 illustrated in the annexure to this certificate.

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

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

* The Council does not object to the encroachment of the building beyond the alignment of

* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

* This approval is given on the condition that the use of lot (s).....
(being utility lots designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date... 7 AUGUST 2006

Subdivision No... 006/s.c.35/06

Accreditation No... PSOA 006

Relevant Development Consent No... 2006/0209

Issued by... WARRINGAH COUNCIL

I. Trub
 Authorised Person / General Manager / Accredited Certifier

* Complete or delete if applicable.

Surveyor's Certificate

I, **Scott Keith Murray**

of **Roger Boxall Surveyors at Sutherland Tel: 9521 5737**

a surveyor registered under the Surveying Act, 2002, hereby certify that:

(1) each applicable requirement of

* Schedule 1A to the Strata Schemes (Freehold Development) Act 1973

(3) * the survey information recorded in the accompanying location plan is accurate.

Signature: [Signature]

Date: 4 July 2006

SIGNATURES AND SEALS ONLY

Signed by **Globe Projects Pty Ltd**
 A.C.N 090 017 511

[Signature]
 DIRECTOR

[Signature]
 DIRECTOR

Signed by **Foxdale Constructions P/L**
 A.C.N 100 291 389

[Signature]
 DIRECTOR

[Signature]
 DIRECTOR

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

SURVEYOR'S REFERENCE: 9032

* OFFICE USE ONLY

STRATA PLAN FORM 3A

ePlan

CERTIFICATES, SIGNATURES AND SEALS

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF

LOT 11 IN D.P. 1101677

SP77600

Registered:



4-9-2006

Subdivision No:

006/SC 35/06

Date of Endorsement:

7 AUGUST 2006

SIGNED BY MORTGAGEE

SIGNED FOR AND ON BEHALF OF
ST. GEORGE BANK LIMITED AND AS
OFFICERS BY ITS ATTORNEYS
UNDER POWER OF ATTORNEY
REGISTERED NO. 4182 BOOK 125

ATTORNEY

Andrew Faulk
Print Name:
Position Held:
Head of Institutional Property

ATTORNEY

John Taylor
Print Name:
Position Held:

John Taylor
Credit Analyst

WITNESS

Print Name:
Print Address:

Edward Madden
Credit Analyst

THIS IS AN ORIGINAL DOCUMENT FOR LODGMENT AT THE DEPARTMENT OF LANDS
FOLDING OR CREAMING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE: 9032

* OFFICE USE ONLY

STRATA CERTIFICATE

SURVEYOR'S CERTIFICATE

The owner of estate, Accredited Certifier IAN BAKER being satisfied that the development consent for the Strata Scheme (Strata Development) Act 1973 or a Scheme of Management (Development) Act 1973 has been complied with, approves of the project:

Strata plan x development of residential

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 have been complied with before a strata certificate may be issued have been complied with.

The development consent is satisfied that the plan is consistent with the original conditions of any development consent and that the plan complies with the requirements of the strata development contract in which it relates.

The consent does not extend to the encroachment of the building beyond the boundary of the lot.

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

The approval is given on the condition that the use of lot(s) being utility lot(s) designed to be used primarily for the storage or accommodation of boats, motor vehicles, goods and not for human habitation as a residence or office, shop, or business is restricted to the proprietor or occupier of a lot or premises (as defined in section 39 of the Strata Schemes (Strata Development) Act 1973 or section 68 of the Strata Schemes (Management) Act 1973).

Date: 7 AUGUST 2006

Subdivision No. 006/SC95/06

Accreditation No. P50A 006

Relevant Development Consent No. 2006/0209

Issued by WARRINGAH COUNCIL

SEE SIGNATURES FORM

I, Scott Keith Murray
 of Roger Boxall Surveyors Pty Ltd
 at Sutherland Tel: 02 9521 5737

a surveyor registered under the Surveyors Act 2002, hereby certify that:
 (1) each applicable requirement of
 (a) Section 14 of the Strata Schemes (Strata Development) Act 1973
 (b) Section 14 of the Strata Schemes (Management) Act 1973
 has been met;

(2) the building complies with the requirements of the relevant development consent in force and that all conditions of the development consent that have been complied with before a strata certificate may be issued have been complied with.

(3) the survey information recorded in the accompanying location plan is correct.

Signature: SEE SIGNATURES FORM

Date: 4 JULY 2006

* Date if inapplicable.
 * State whether dealing or plan, and quote registered number.
 This is sheet 1 of my plan in 6 sheets.

~~Residential Model By-laws adopted for this scheme~~
 Keeping of Animals: AS SHOWN IN BY-LAWS
 * Schedule of By-laws in 13 sheets filed with plan
 * Non-By-laws apply
 * Strike out whichever is inapplicable

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENT.	LOT	UNIT ENT.	LOT	UNIT ENT.
1	120	25	91	49	198
2	120	26	91	50	198
3	120	27	120	51	191
4	120	28	120	52	177
5	91	29	120	53	177
6	120	30	120	54	177
7	120	31	120	55	177
8	120	32	91	56	177
9	120	33	91	57	177
10	120	34	120	58	143
11	120	35	120	59	177
12	91	36	120	60	177
13	120	37	120	61	177
14	120	38	120	62	177
15	120	39	91	63	177
16	120	40	91	64	177
17	120	41	120	65	177
18	120	42	120	66	177
19	91	43	198	67	177
20	120	44	198	68	177
21	120	45	198	69	177
22	120	46	198	70	177
23	120	47	198	71	177
24	120	48	198	TOTAL	10000

PLAN OF: SUBDIVISION OF LOT 11
 D.P. 1101677

L.G.A. : WARRINGAH Locality : BROOKVALE

Parish : MANLY COVE County : CUMBERLAND

Name of, and address for
 service of notices on, the
 owners corporation
 (address required on
 original strata plan only)
 THE OWNERS - STRATA PLAN 77600
 48A CONSUL ROAD
 BROOKVALE NSW 2100

FOR LOCATION PLAN SEE SHEET 2

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

FOR SIGNATURES, SEALS
 AND CERTIFICATES
 SEE SIGNATURES FORM

Registered:  4-9-2006

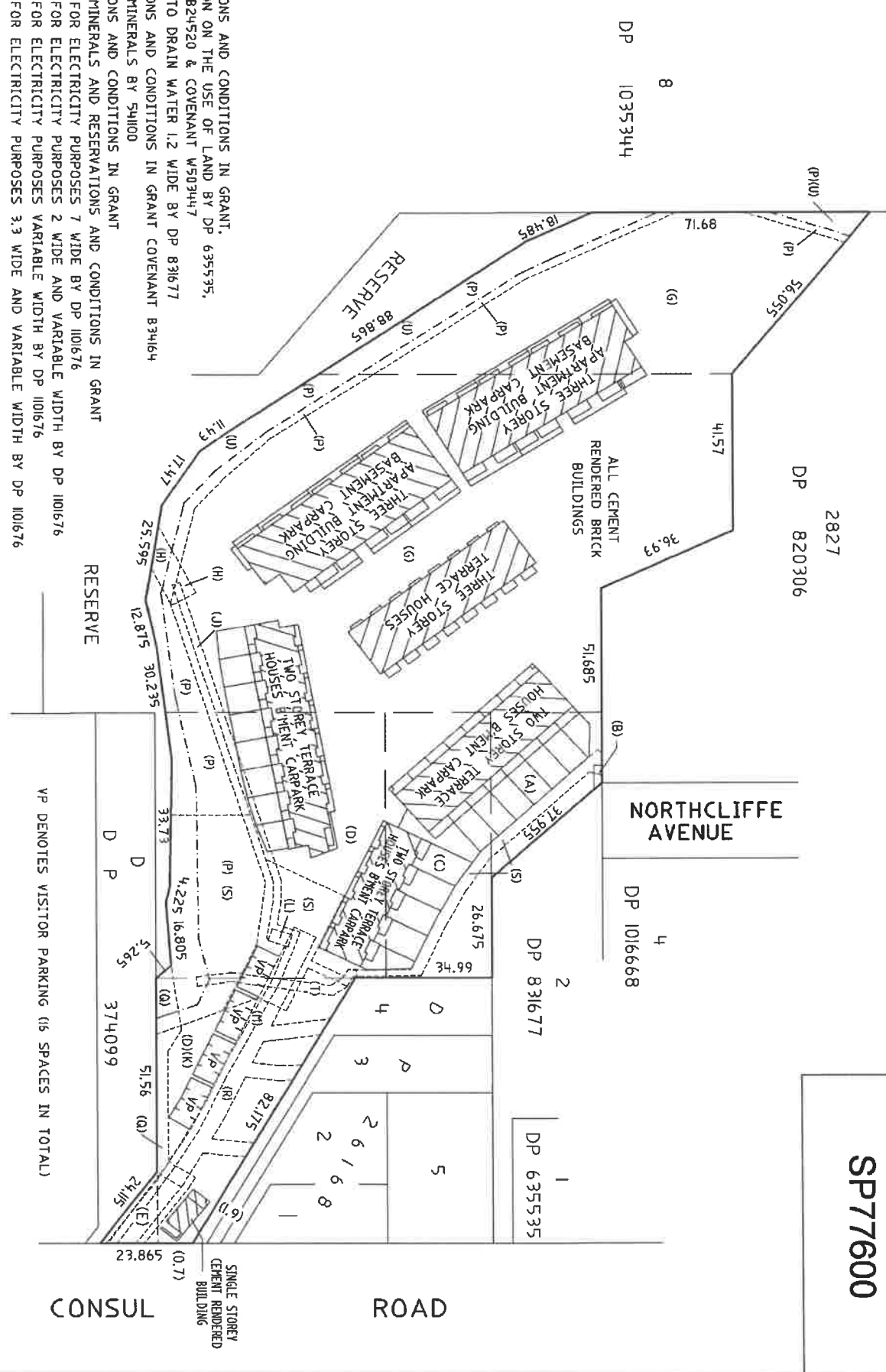
Purpose: STRATA PLAN

Ref. Map: U1860-63 #

Last Plan: DP 1101677

SP77600

SP77600



- (A) RESERVATIONS AND CONDITIONS IN GRANT, RESTRICTION ON THE USE OF LAND BY DP 635535, COVENANT B24520 & COVENANT W503447
- (B) EASEMENT TO DRAIN WATER 1.2 WIDE BY DP 831677
- (C) RESERVATIONS AND CONDITIONS IN GRANT COVENANT B34164
- (D) EXCLUDES MINERALS BY 54100
- (E) RESERVATIONS AND CONDITIONS IN GRANT
- (F) EXCLUDES MINERALS AND RESERVATIONS IN GRANT
- (G) EASEMENT FOR ELECTRICITY PURPOSES 7 WIDE BY DP 1101676
- (H) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE AND VARIABLE WIDTH BY DP 1101676
- (I) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH BY DP 1101676
- (J) EASEMENT FOR ELECTRICITY PURPOSES 3.3 WIDE AND VARIABLE WIDTH BY DP 1101676
- (K) RIGHT OF CARRIAGEWAY 4 WIDE, 6 WIDE AND 6.2 WIDE BY DP 1101676
- (L) RIPARIAN ZONE BEING AREA AFFECTED BY POSITIVE COVENANT (P) AND RESTRICTION ON USE (P) BY DP 1101677
- (M) RIGHT OF FOOTWAY (BUSHWALKING TRACK) 1.7 WIDE, 3 WIDE, 4 WIDE AND VARIABLE WIDTH BY DP 1101677
- (N) EASEMENT TO DRAIN WATER VARIABLE WIDTH BY DP 1101677
- (O) EASEMENT TO DRAIN WATER 2.5 WIDE AND VARIABLE WIDTH BY DP 1101677
- (P) NATURAL WATERCOURSE OF VARIABLE WIDTH BY DP 1101677

LOCALITY PLAN

Reduction Ratio 1 : 1000

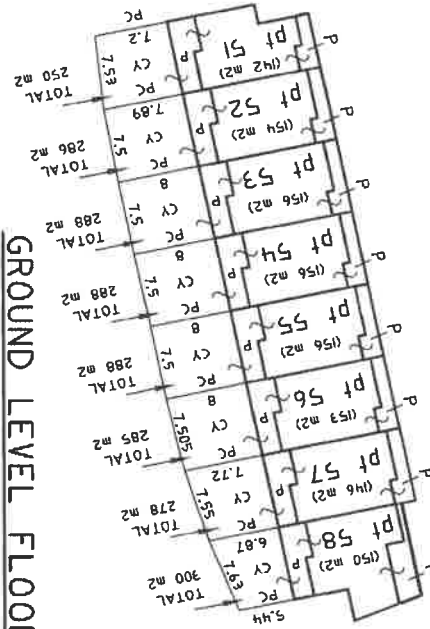
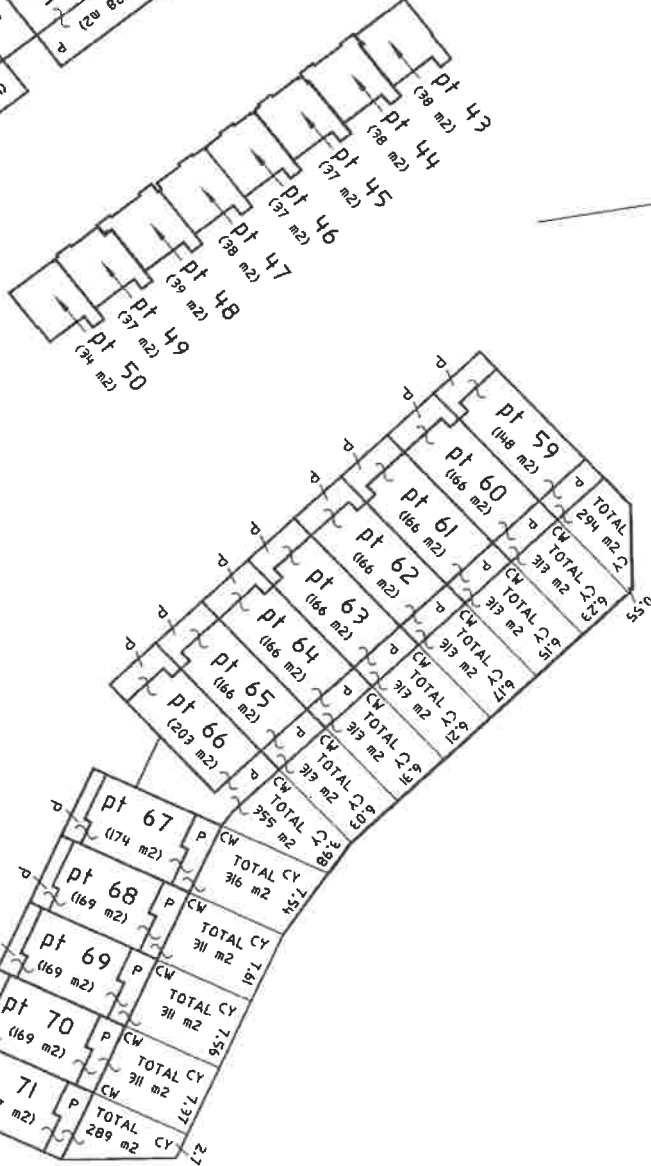
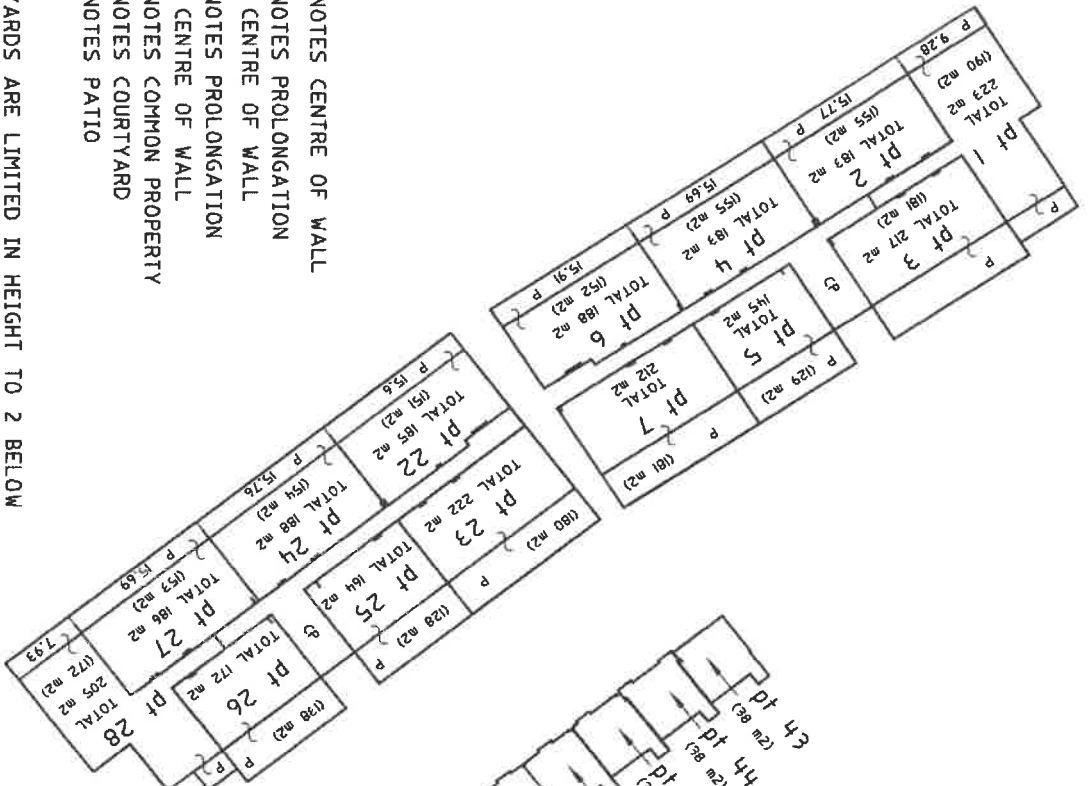
Lengths are in metres

SEE SIGNATURES FORM
 Registered Surveyor

SEE SIGNATURES FORM
 Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 9032 S

SP77600



GROUND LEVEL FLOOR PLAN

Reduction Ratio 1 : 500

Lengths are in metres

- CW DENOTES CENTRE OF WALL
- PC DENOTES PROLONGATION OF CENTRE OF WALL
- DN DENOTES PROLONGATION OF CENTRE OF WALL
- CP DENOTES COMMON PROPERTY
- CY DENOTES COURTYARD
- P DENOTES PATIO

COURTYARDS ARE LIMITED IN HEIGHT TO 2 BELOW (EXCEPT WHERE CARPARK BELOW), AND 2.5 ABOVE (EXCEPT WHERE COVERED) THE UPPER SURFACE OF THEIR ADJOINING FLOORS

PATIOS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS, EXCEPT WHERE COVERED.

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

SEE SIGNATURES FORM

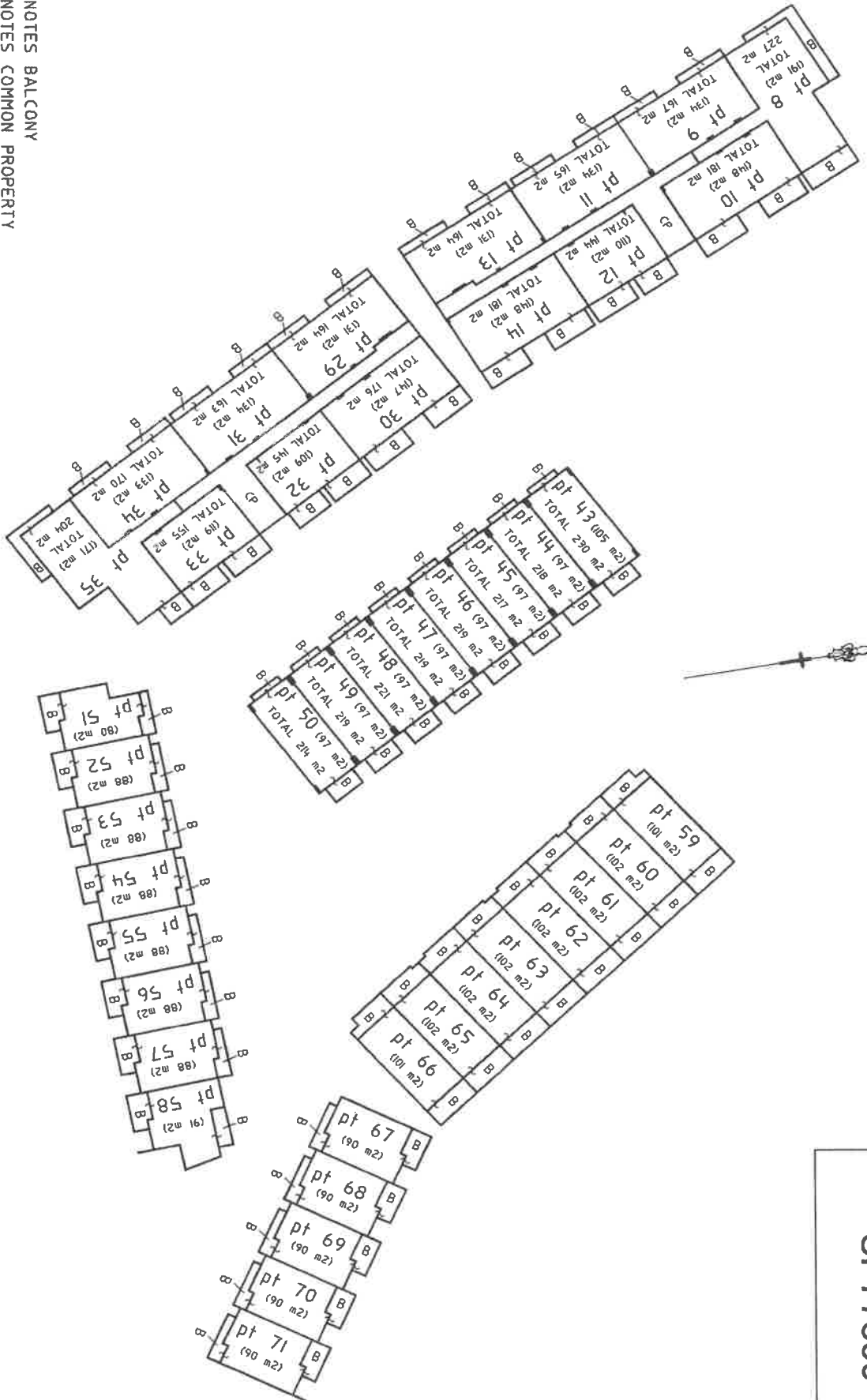
Registered Surveyor

SEE SIGNATURES FORM

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 9032 S

SP77600



B DENOTES BALCONY
 CP DENOTES COMMON PROPERTY

BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS, EXCEPT WHERE COVERED.

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

LEVEL ONE FLOOR PLAN

Reduction Ratio 1 : 500

Lengths are in metres

SEE SIGNATURES FORM

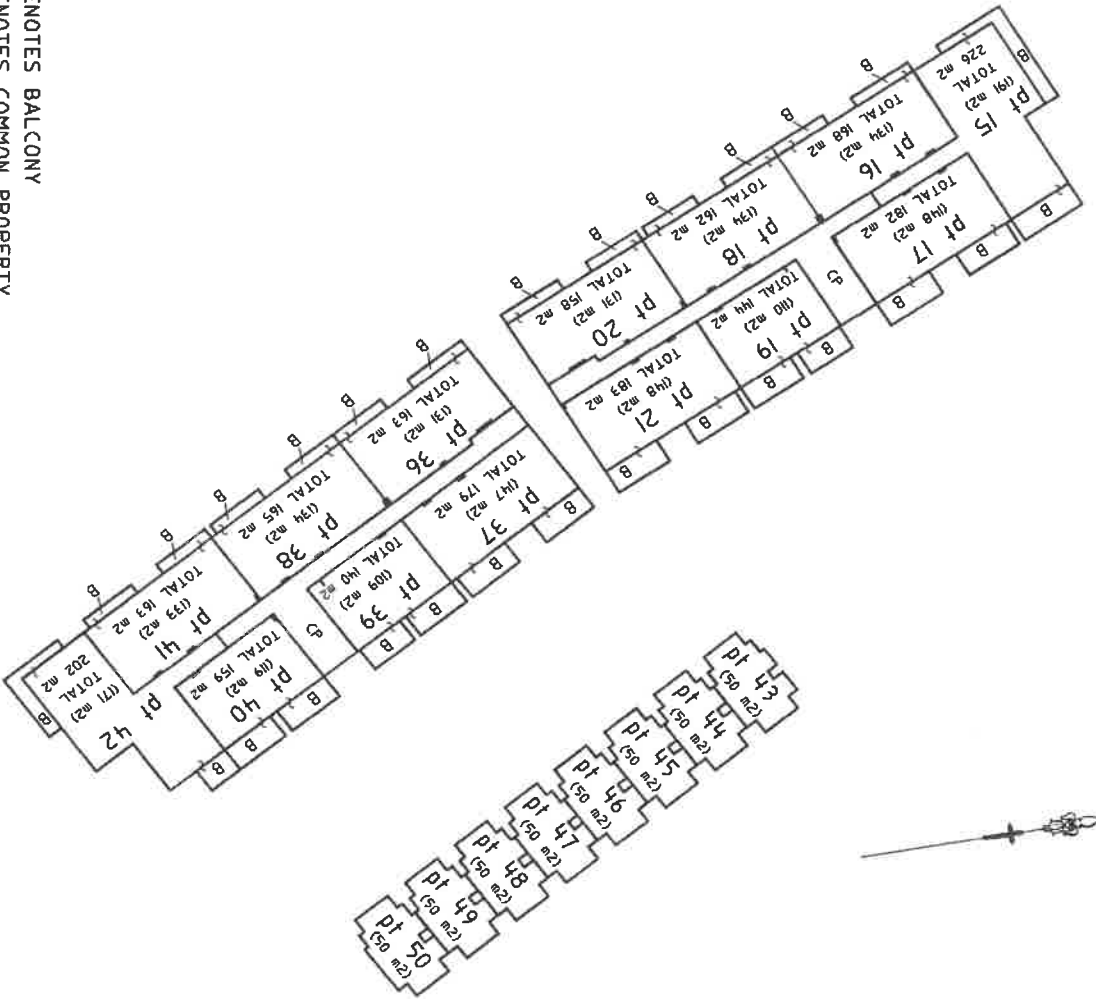
Registered Surveyor

SURVEYOR'S REFERENCE: 9032 S

SEE SIGNATURES FORM

Authorised Person/General Manager/Accredited Certifier

SP77600



B DENOTES BALCONY
 CP DENOTES COMMON PROPERTY

BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS, EXCEPT WHERE COVERED.

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

LEVEL TWO FLOOR PLAN

Reduction Ratio 1 : 500

Lengths are in metres

SEE SIGNATURES FORM

Registered Surveyor

SEE SIGNATURES FORM

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 9032 S

STRATA PLAN FORM 3

CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 2 sheet(s)

* OFFICE USE ONLY

PLAN OF SUBDIVISION OF

LOT 11 IN D.P. 1101677

SP77600

Registered:



4-9-2006

Strata Certificate

* **Name of Council/ Accredited Certifier**... IAN BAKER.....
 being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or * Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:

* strata plan/ ~~strata plan of subdivision~~.....
 illustrated in the annexure to this certificate.

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

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

* The Council does not object to the encroachment of the building beyond the alignment of

* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

* This approval is given on the condition that the use of lot (s).....
(being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date... 7 AUGUST..... 2006.....

Subdivision No... 006/9.2.35/06

Accreditation No... PSOA 006.....

Relevant Development Consent No... 2006/0209

Issued by... WARRAINGAH COUNCIL

I. Baker
 Authorised Person / General Manager / Accredited Certifier

* Complete or delete if applicable.

Surveyor's Certificate

I, **Scott Keith Murray**

of **Roger Boxall Surveyors at Sutherland Tel: 9521 5737**

a surveyor registered under the Surveying Act, 2002, hereby certify that:

(1) each applicable requirement of

* Schedule 1A to the Strata Schemes (Freehold Development) Act 1973

(3) * the survey information recorded in the accompanying location plan is accurate.

Signature: [Signature]

Date: 4 July 2006

SIGNATURES AND SEALS ONLY

Signed by **Globe Projects Pty Ltd**
 A.C.N 090 017 511

[Signature]
 DIRECTOR

[Signature]
 DIRECTOR

Signed by **Fordale Constructions P/L**
 A.C.N 100 291 389

[Signature]
 DIRECTOR

[Signature]
 DIRECTOR

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

SURVEYOR'S REFERENCE: 9032

STRATA PLAN FORM 3A

ePlan

CERTIFICATES, SIGNATURES AND SEALS

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF

LOT 11 IN D.P. 1101677

SP77600

Registered:



4-9-2006

Subdivision No:

006/SC 35/06

Date of Endorsement:

7 AUGUST 2006

SIGNED BY MORTGAGEE

SIGNED FOR AND ON BEHALF OF
ST. GEORGE BANK LIMITED ABN 42
055 513 870 BY ITS ATTORNEY
UNDER POWER OF ATTORNEY
REGISTERED NO. 4182 BOOK 125

ATTORNEY

Print Name: Andrew Faulk
Position Held: Head of Institutional Property

ATTORNEY

Print Name: John Taylor
Position Held: Credit Analyst

WITNESS

Print Name: Edward Madden
Print Address:

Print Name: Edward Madden
Position Held: Credit Analyst

THIS IS AN ORIGINAL DOCUMENT FOR LODGMENT AT THE DEPARTMENT OF LANDS
FOLDING OR CREAMING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE: 9032

* OFFICE USE ONLY

541100

25 SEP 1903 12 00 PM

30
Charles Alfred Lee, Minister for Public Works

of the
State of New South Wales, under and in pursuance of the power vested in me by the
and the "Local Government Act 1906"
"Public Works Act, 1900," by this writing under my hand, CERTIFY that the copy Gazette
Notification hereto annexed is a true Copy of the Notification of Resumption contained
in the New South Wales Government Gazette of the Twenty ninth
day of April one thousand nine hundred and eight
of Acres and three eighths of a perch

PLAN RECORDED IN
PLAN ROOM 116 F.P.
934288

being part of the land comprised in Certificate of Title

dated the thirtieth day of March one
thousand nine hundred and four Registered Volume
1324 folio 122

1324
15/9/09

AND I request that you will, upon this notification being lodged with you, deal with
and give effect hereto as if the same were a Memorandum of Transfer of the said land
hereinbefore mentioned duly executed under the Real Property Act.

DATED this 24th day of August
in the year of Our Lord one thousand nine hundred and nine

SIGNED by the said
Charles Alfred Lee

in my presence

Mr. Porter *Charles Lee*

THE REGISTRAR GENERAL,

SYDNEY.

541100

F.P. 934288

D.W.B.

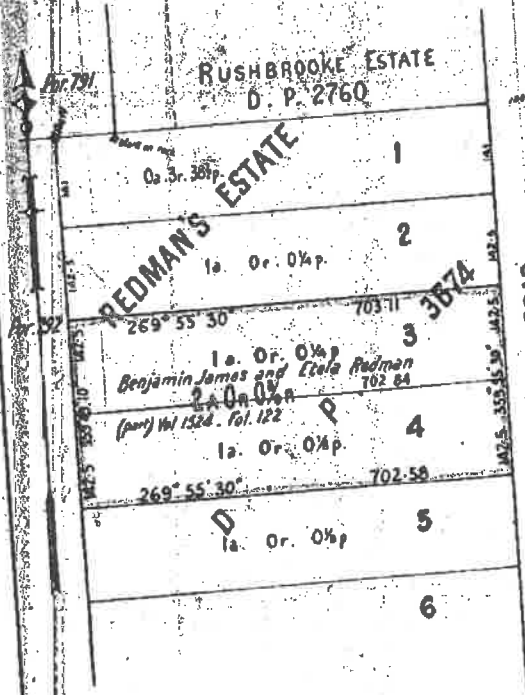
PLAN

Showing by red color land proposed to be resumed
for purposes of Manly to Rosedale Tramway
PARISH of MANLY COVE - COUNTY of CUMBERLAND
Scale 2 ch. to an inch



PLAN

See
Notice
of
MAY 1908
PARISH of MANLY COVE - COUNTY of CUMBERLAND



ROAD
CONSUL

REDMAN'S ESTATE

RESUMED UNDER LOCAL GOVERNMENT ACT
BY NOTIFICATION IN GAZETTE
OF 29th April 1908 NO. 50 FOL 2246

I certify that this plan is correct for
the purposes of the Real Property Act,
the bearings and dimensions having been
correctly copied from Deposited Plan No
3676, at Registrar General's Dept Sydney.

A. L. Lloyd
Chief Surveyor
Public Works Dept
11. July. 09

Approved M. S. P.

Ex. 11-1-09

Department of Public Works,
Sydney, 23rd April, 1908.

**NOTIFICATION OF RESUMPTION OF LAND
UNDER THE "LOCAL GOVERNMENT ACT,
1899."**

WHEREAS His Excellency the Governor has, in pursuance of section 130 (1) of the "Local Government Act, 1899," authorised the appropriation of the land described in the Schedule for quarrying and road purposes, Manly, which is to be undertaken by the Council of the Municipality of Manly; and whereas, I, CHARLES ALFRED ALLEN, Minister for Public Works, being the Minister charged with the administration of the abovesaid Act, in pursuance of section 130 (2) of the said Act, do hereby appropriate the said land, and do hereby declare that the said land is hereby vested in the said Council as the body corporate of the area.

CHARLES A. ALLEN.

SCHEDULE.

All that piece or parcel of land situate in the parish of Manly Cove, county Cumberland, and State of New South Wales, being the whole of allotments 3 and 4 of the "Redman's Estate" subdivision at Brookvale, as shown on deposited plan 3,074, and embraced in Certificate of Title, vol. 1,624, fol. 122; commencing at the south-eastern corner of allotment 2 of the said subdivision; and bounded thence by part of the western side of Council-road bearing 310 degrees 50 1/2 minutes 2 chains 55 links; thence by the northern boundary of allotment 3 bearing 290 degrees 55 1/2 minutes 7 chains 5 links; thence by a line bearing 350 degrees 40 minutes 10 seconds 3 chains 55 links to the south-western corner of the said allotment 2; and thence by the southern boundary of that allotment bearing 80 degrees 55 1/2 minutes 7 chains 5 1/2 links to the point of commencement,—be the said several dimensions all a little more or less, having an area of 2 acres and 2/5 of a perch or thereabouts, and said to be in the possession and occupation of Benjamin James and Etola Redman.

This is the Copy Notification of Resumption referred to in the annexed Certificate.

Witness.

John Stewart

Charles Allen

Minister.

No. 541100

NOTICE OF RESUMPTION

*2 acres & 1/4 of a perch Lots 3 & 4
Depd Plan 3674 Shire of Warringham
1/4 of Monty Coor.*

*E. Redman & Co.
to The Council of
The Shire of Warringham*

The Warringham Shire

[Handwritten scribble]

*cut in
020632
7. Warringham*

[Handwritten initials]

PARTICULARS entered in Register Book, Vol. 1574

Vol. 1574

the 25th day of September 1900, 9

at 12 minutes

o'clock in the noon.

[Handwritten signature]
[Handwritten initials]



Depy. Regr. Genl.

29 SEP 1900	<i>[initials]</i>
29.9.00	<i>[initials]</i>
30.9.00	<i>[initials]</i>
18.10.00	<i>[initials]</i>
21.10.00	<i>[initials]</i>
26.10.00	<i>[initials]</i>
27.10.00	<i>[initials]</i>
30	<i>[initials]</i>
2010	163

Office of the Registrar-General /Src: INFOTRACK /Ref: B502

MEMORANDUM OF TRANSFER (REAL PROPERTY ACT, 1900.)



B34164A

1:0:0
1:12:6

WE THE PERMANENT TRUSTEE COMPANY OF NEW SOUTH WALES LIMITED and CHARLES EDWARD FOXALL of Sydney Accountant



(Trusts must not be disclosed in the transfer.)

being registered as the proprietors of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of TWENTY THREE POUNDS TWO SHILLINGS

AND MANLY BRICK & TILE COMPANY LIMITED

(herein called transferror)

if it is to be struck out in fee simple, and if it is to be required alteration.

Handwritten notes: "Sonest name Manly Brick and Tile Company Ltd. 20/11/24"

B 34164

B 34164

(herein called transferee)

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

do hereby transfer to the transferee ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:-

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatories witnessed. These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being lot sec. D.P. or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.C. Act, 1919, should accompany the transfer. Strike out if unnecessary. Covenants should comply with section 89 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

(c) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Cumberland	Manly Cove.	Part of land	2827	74

and being Lot 2 shown on Deposited Plan No. 3674

And the transferee covenants with the transferror so as to bind itself its successors and assigns as well as the said Lot 2 and the successive owners and tenants thereof doth hereby covenant promise and agree with the Transferrors their respective successors and assigns and executors administrators and assigns that it will not without the consent of the Transferrors in writing being first had or obtained carry on any noxious noisome or offensive trade or business. The land to which the benefit of the foregoing covenant is intended to be appurtenant is the remaining Lots comprised in the said Deposited Plan and the Land which is to be subject to the burden of the said covenant is the said Lot 2 and the persons by whom or with whose consent this covenant may be released varied or modified are the said Transferrors their respective successors or assigns and executors administrators or assigns.

A very short note will suffice

ENCUMBRANCES, &c., REFERRED TO.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a D.P., or Commissioner for Affidavits, to whom the transferror is known, otherwise the attesting witnesses must appear before the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see p. 2. Repeat attestation if necessary.

Signed at Sydney the fourth day of December 1923

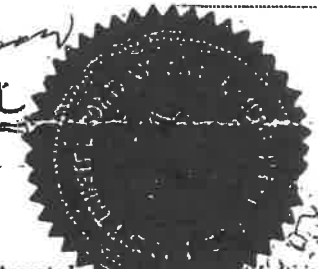
Signed in my presence by the transferror

WHO IS PERSONALLY KNOWN TO ME

Handwritten signature: W. G. Wilson

Transferror.*

The Common Seal of THE PERMANENT TRUSTEE COMPANY OF NEW SOUTH WALES LIMITED was hereunto affixed by Order of the Board of Directors of the said Company in the presence of two of such Directors whose signatures are set opposite hereto and also in the presence of W. G. Barnes



Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Handwritten signature: David Lindsay

Transferee.

Handwritten signature: R. C. New Secretary

Handwritten signature: David Lindsay

* If signed by virtue of any power of attorney, the original must be registered, and an attested copy deposited, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

Dated at this }
 day of 192 }
 Signed in my presence by }
 who is personally known to me. }

Mortgagee.

B 034164

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

Signed at the day of 192
 Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.

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

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

MEMORANDUM OF TRANSFER of

LODGED BY

Acres rods perches.
 Lot 2 of 346 or 3674
 (subject to covenant) at Brookvale
 Sixths
 Municipality Warringah
 Parish County

David R. Hatten & Barrie
 81 Elizabeth St
 Sydney

Manly Brick and Tile Company Limited Transferree.

Particulars entered in Register Book, Vol 2827 Fol. 74
INDEXED
 FEB 1924
 20th day of February 1924
 at 12 o'clock in the noon

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

Registrar General

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records	ASD	21/2/24
Draft checked	ASD	21.2.24
Draft examined	74	21.2.24
Diagram prepared		21.2.24
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
VOL. 3562	FOL. 34	
Diagram Fees		
Additional Folios		

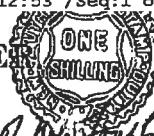
If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
 If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.
 If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Registration fee 12/6 for endorsement on first certificate, and 2/6 for each additional certificate included in the Transfer, and £1 5s. for every new Certificate of Title issued. Additional Certificate fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.
 If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office or the Transferor may take out a new Certificate for the residue.

ment
 to
 VAL 2
 1126
 5/12/23
 (Trusts must be disclosed in the transfer)
 If a lease, strike out "in fee simple" and insert the required alteration.

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)



We ~~of~~ *The Permanent Trustee Company of New South Wales Limited and Charles Edward Howell* accountants

as tenants in common (herein called transferor) being registered as the proprietors of an estate in fee simple, in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of *Twenty three pounds five shillings and four pence* (the receipt whereof is hereby acknowledged) paid to me by

Patrick Carew of Manly, Estate Agent
 B 24520

B 24520

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

(herein called transferee) do hereby transfer to the transferee
 ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being lot sec. D.P." or "being the land shown in the plan annexed hereto." "being the residue of the land in (or grant) registered Vol. 61." Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L. G. Act, 1919, should accompany the transfer. Strike out if unnecessary. Covenants should comply with section 89 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Manly Cove	Being lot 1 on deposited Plan 116-3674.	2827	74

And the transferee covenants with the transferor *That he will not without the previous consent in writing of the transferor use the land the subject of this transfer for the purpose of carrying on any noxious, noisome, or offensive trade or business*
The land to which the benefit of this covenant is intended to be appurtenant is all the land in Deposited Plan 3674
The land which is subject to this covenant is
Lot one on deposited Plan 3674
The person by whom or with whose consent this covenant may be released varies or modified in the Permanent Trustee Company of New South Wales Limited

A very short note will suffice.

ENCUMBRANCES, &c., REFERRED TO:

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see p. 2.

Signed at *Sydney* the *Thirtieth* day of *October* 19*23*.
 Signed in my presence by the transferor
TRUSTEE COMPANY OF NEW SOUTH WALES
 WHO IS PERSONALLY KNOWN TO ME
Board of Directors of the said Company in the presence of two of such Directors whose signatures are set opposite to the name of the person
 Signed *J.W. Barnes*

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

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

I signed in my presence by the said Charles Edward Howell who is personally known to me
 Signed in my presence by the transferee
 WHO IS PERSONALLY KNOWN TO ME
James W. Harkin & Co

Patrick Carew
 Transferee.
Alan Mott
A.C.T.

* If signed by virtue of any power of attorney, the original must be registered, and an attested copy deposited, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.
 † N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

Dated at _____ this _____ day of _____ 192 _____ Mortgagee.
 Signed in my presence by _____ who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

Signed at _____ the _____ day of _____ 192 _____
 Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.

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

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

MEMORANDUM OF TRANSFER.

Acres _____ rods _____ perches.
 Lot 1 D.P. 3674
 at Brookvale
 Shire _____
 Municipality _____
 Parish _____ County _____
 (subject to covenant)
 Patrick Carew Transferree.

LODGED BY

R. Brown
 West Esplanade
 Manly.

Particulars entered in Register Book, Vol. 224 Fol. 44

29 JAN 1924
INDEXED.
 _____ day of _____ 1924
 _____ minutes

January, 1924
 4 o'clock in the afternoon

 Registrar General

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

Nature.	No.	Reg'd Propr., M't'gor, etc.
<p>B 024520</p>		

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records	24/1/24	4/2
Draft written	25/1/24	3/24
Draft examined	11	3/1/24
Diagram prepared	11	1/2/24
Diagram examined	11	1/2/24
Draft forwarded	11	1/2/24
Supt. of Engrossers	11	1/2/24
Cancellation Clerk	11	1/2/24

VOL. 3555	FOL. 156
Diagram Fees	
Additional Folios	

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
 If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.
 If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Registration fee 12/6 for endorsement on first certificate, and 2/6 for each additional certificate included in the Transfer, and £1 5s. for every new Certificate of Title issued. Additional Certificate fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.
 If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office or the Transferor may take out a new Certificate for the residue.

J. L. L. L.

RP 13A
1978

STAMP DUTY

\$1



W503447

P 1 d 1 X

\$ 35 C

TRANSFER
(INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

DESCRIPTION OF LAND
Note (a)

LAND being transferred		
Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
Volume 15157 folio 171	WHOLE	Dee Why

TENEMENTS PANEL
Note (b)

This panel should be completed by the transferor

Servient Tenement (Land burdened by ^{covenant} easement)		Dominant Tenement (Land benefited by ^{covenant} easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
Volume 15157 folio 171		Volume 15157 folio 170	

TRANSFEROR
Note (c)

ZETA MARIE FANTHAM of 56 Consul Road North, Dee Why, Retired

OFFICE USE ONLY

N

Note (d)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 52,000.00 and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

TRANSFEREE
Note (c)

SAMIR EKERMAMI of 56A Consul Road, North, Dee Why and **ZAKEYA EKERMAMI** of the same address, his wife

OFFICE USE ONLY

JT2

TENANCY
Note (e)

as joint tenants/benants in common

PRIOR ENCUMBRANCES
Note (f)

subject to the following PRIOR ENCUMBRANCES 1. 2. 3.

Note (g)

AND the TRANSFEROR:-
(i) GRANTS/RESERVES an easement or set out in SCHEDULE ONE hereto
(ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto

Note (h)

AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE OF TRANSFER

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
Note (b)

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

Ann Marshall

Signature of Witness

ANN MARSHALL

Name of Witness (BLOCK LETTERS)

68 Pittwater Rd Dee Why

Address and occupation of Witness

SECRETARY

Zeta Marie Fantham
Signature of Transferor

Note (h)

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

S. Ekermami ZEKERMAMI SAMIR EKERMAMI
Z. Ekermami ZEKERMAMI ZAKAYA EKERMAMI

Ann Marshall
Name of Witness (BLOCK LETTERS)

68 PITTWATER RD DEE WHY
Address and occupation of Witness

S. Ekermami
Signature of Transferee

TO BE COMPLETED BY LODGING PARTY
Notes (i) and (j)

LODGED BY SAMIR EKERMAMI 56A Consul Rd North Dee Why 2099 PH 9811562 Delivery Box Number 49	LOCATION OF DOCUMENTS	
	CT <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
Extra Fee	Checked by <i>esj</i>	REGISTERED 11-11-86
		Registrar General
	ON CV	
		LP

172

OFFICE USE ONLY

\$35
PAB
RAWA

RP 13A
1978



SCHEDULE THREE HEREINBEFORE REFERRED TO

Notes (n) and (l)

The Transferee hereby covenants with the Transferor that for a period of ten years from the day of 1986 no building or structure any part of which exceeds in height, the height of the dwelling house presently erected upon lot 1 in Deposited Plan 635535 shall be erected or allowed to remain erected upon the land hereby transferred ~~AND the transferee hereby further covenants with the transferor but only during the ownership of the said lot 1 by the transferor or her successors in title (other than purchasers on sale) that no fence or wall shall be erected upon the land hereby transferred to divide it from the said lot 1 without the consent of the transferor or her successors in title but such consent shall not be withheld if such fence or wall is erected without expense to the transferor or her successors in title and in favour of any person dealing with the transferor or his successors in title such consent shall be deemed to have been given in respect of every such fence or wall for the time being erected.~~

Handwritten initials or signature, possibly "J.P." or similar, written vertically on the left margin.

AND IT IS HEREBY AGREED AND DECLARED that:

- (i) the land which is subject to the burden of the foregoing covenants is the land hereby transferred.
- (ii) the land to which the benefit of the foregoing covenants is appurtenant is lot 1 aforesaid being the land comprised in Certificate of Title Volume 15157 folio 170.
- (iii) the foregoing covenants or any of them may be released varied or modified by or with the consent of the owner or owners for the time being of the said lot 1.

PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

Council Clerk's Certificate

Surveyor's Certificate

PLAN OF SUBDIVISION OF LOTS 1 & 2, D.P. 625365

D.P. 635535

Registered: 4-11-1983

C.A.: No 8601 OF 28-9-1983

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U1860-63

Last Plan: DP 625365

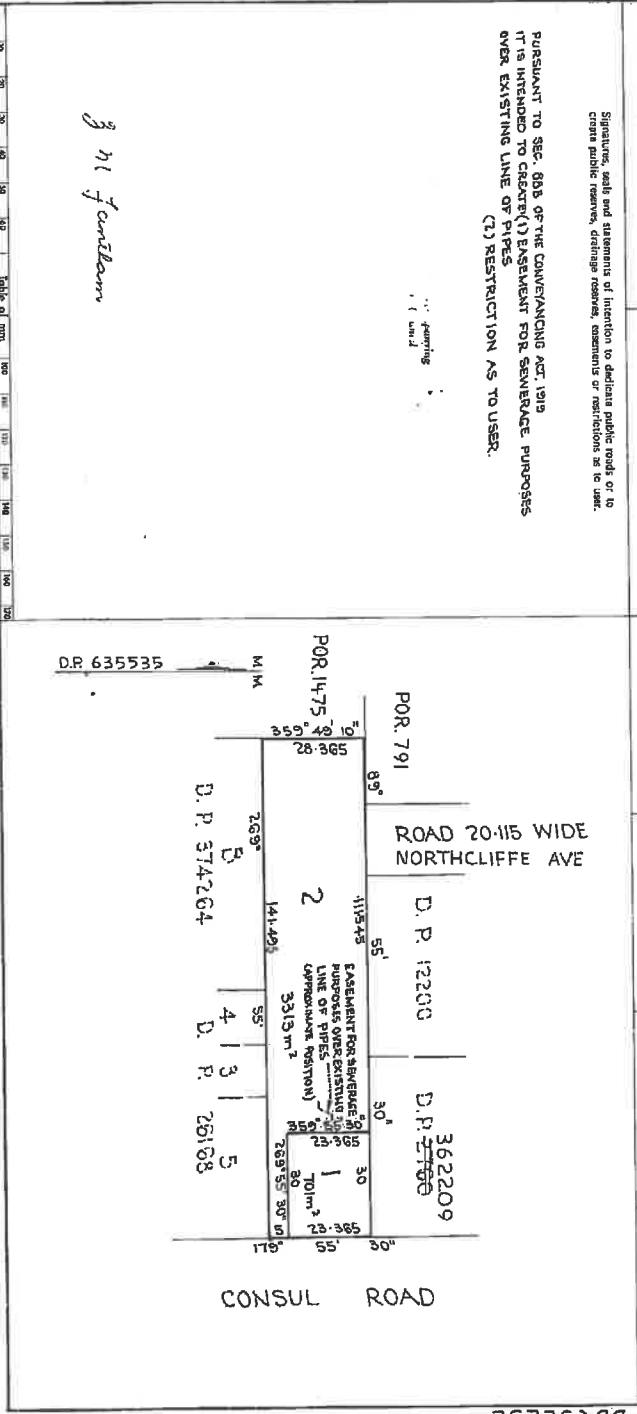
I hereby certify that -
 (a) the requirements of the Local Government Act, 1958, in relation to the registration of plans, and
 (b) the requirements of section 248 of the Land Act, 1933, in relation to the registration of plans, have been complied with by the applicant in relation to the proposed subdivision.
 Date: 28th September 1983
 Signature: [Signature]
 Council Clerk

ACKWARD JOHN HOLLIES
 of 17E, DUKES ST, SYDNEY, NSW
 a surveyor, hereby certifies that the survey described in this plan was made by me or by a person acting under my authority and has been made in accordance with the provisions of the Survey Act, 1958, and the regulations thereunder.
 Signature: [Signature]
 Surveyor registered under Surveyors Act, 1958, in accordance with the provisions of the Survey Act, 1958, and the regulations thereunder.
 Since not other (1) or (2). There is date of survey.

This plan of certificate to be returned where the applicant is not a resident of the State of New South Wales to the Registrar-General for New South Wales, Sydney, New South Wales, on the date of registration.
 Date: 28th September 1983
 Signature: [Signature]
 Council Clerk

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

PURSUANT TO SEC. 85B OF THE CONVEYANCING ACT, 1919 IT IS INTENDED TO CREATE (1) EASEMENT FOR SEWERAGE PURPOSES OVER EXISTING LINE OF PIPES (2) RESTRICTION AS TO USER.



M.P.D.

Scale of mm

Plan Drawing only to appear in this space

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.
 4th November, 1983

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
 INVOLVED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

PART 1

Plan DP635535
 Substitution of Lots 1 and 2, D.P. 62385
 covered by Council Clerk's Certificate
 No. 8601.....of 28th Sept, 1988.

Full name and address
 of the proprietor of the land.
 Zeta Marie PARRAM
 56 Canal Road, Dee Why.

1. Identity of easement or
 restriction firstly referred
 to in abovementioned plan.
 Easement for sewerage purposes over
 existing line of pipes.

Schedule of Lots, etc. affected


Lots burdened
 2
 Lots, name of road, or Authority,
 benefited
 1

2. Identity of easement or
 restriction secondly referred
 to in abovementioned plan.
 Restriction as to user

Schedule of Lots, etc. affected

Lots burdened
 2
 Lots, name of road, or Authority,
 benefited
 1

Witness



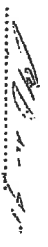
INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INVOLVED
 TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

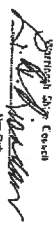
PART 2

Plan DP635535
 Substitution of Lots 1 & 2, D.P. 62385
 covered by Council Clerk's Certificate
 No. 8601.....of 28th Sept, 1988

1. Terms of easement firstly referred to in the abovementioned

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof which the right shall be capable of enjoyment, and every person authorized by him, from time to time and at all times by means of pipes to drain sewage and other waste material and fluid in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purpose of the easement, any line of pipes already laid within the servient tenement for the purpose of draining sewage or any pipe or pipes in replacement or in substitution thereto and together with the right for the grantee and every person authorized by him, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such pipe lines or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorized by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition and this easement shall not be released varied or modified without the consent of the Metropolitan Water Sewerage and Drainage Board.

Witness


Witness




10	20	30	40	50	60	70	80	90	100
Portable of mm									

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 11th August, 1988



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT, 1919

PLAN DP 635535

Subdivision of Lots 1 and 2, D.P. 625365
covered by Council Clerk's Certificate
No. 8601.....of 28th Sept, 1983

2. Terms of restriction as to user secondly referred to in the
above-mentioned plan.

- (a) No building or other structure shall be erected, constructed or placed on the land shown as Reserve for Sewerage Purposes over existing line of pipes without the prior consent in writing of the Metropolitan Water Sewerage and Drainage Board first had and obtained nor otherwise than in strict compliance with such conditions as the said Board may impose and this restriction shall not be released varied or modified without the consent of the said Board.
- (b) No fence shall be erected, constructed or placed along the southern boundary of Lot 1 to a height greater than 900 mm unless such fence be of bar, rail or mesh type of construction.

SIGNED in my presence by
who is personally known to me }

..... J. Van der ...

.....
Witness

.....
Shirley Deane Clark

INSTRUMENT SETTING OUT INTERESTS CREATED
PURSUANT TO SECTION 89B, CONVEYANCING ACT,
1919, LODGED WITH

DP 635535

4-11-1983

FRAME 2

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Photable of mm

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day 11th August, 1988



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 - 1964**
(Lengths are in metres) Sheet 1 of 1

Plan: **DP 831677**

PART 1

Subdivision of lot 2 DP 635535
and consolidation of Part lot 2
DP 635535 and Lot B DP 374264 and
Part lot 5 DP 3674
covered by Council Clerk's
Certificate Number 9296 of 9th
June 1993
The Austral Brick Company Pty Ltd
Wallgrove Road
HORSLEY PARK NSW 2164

Full name and address of
the proprietor of the land:

Dominic Papalia and Antonietta Cento
and Domenico Cento
56a Consul Road Narraweena 2099

1. Identity of easement or restriction firstly referred to in above-mentioned plan. Easement to drain water 1.2 wide

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Lots Benefited</u>
1	2

NAME OF PERSON OR AUTHORITY WHO HAS THE POWER TO ADMINISTER RELEASE VARY OR MODIFY THE TERMS OF THE EASEMENT TO DRAIN WATER FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN
The Council of the Shire of Warringah

SIGNED AT SYDNEY THIS 25TH DAY OF JUNE 1993 FOR NATIONAL AUSTRALIA BANK LIMITED BY MARK RICHARD CORREIA ATTORNEY UNDER POWER OF ATTORNEY No. 549 BOOK 383A
[Signature]
ASSISTANT MANAGER

WITNESS
BERNADINE LICERALDE
SOLICITORS SERVICES N.S.W.
George St, Sydney

Bank Officer

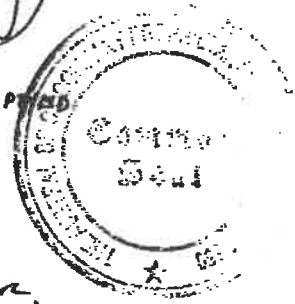
WARRINGAH SHIRE COUNCIL

[Signature]
Antonietta Cento
[Signature]
Domenico Cento

The COMMON SEAL of THE AUSTRAL BRICK COMPANY was here affixed by authority of the Board in the presence of-

[Signature] Secretary

[Signature]



REGISTERED for 57-1993

John W. Davis

Council Clerk

For use where space is insufficient in any part on Plan Form 2

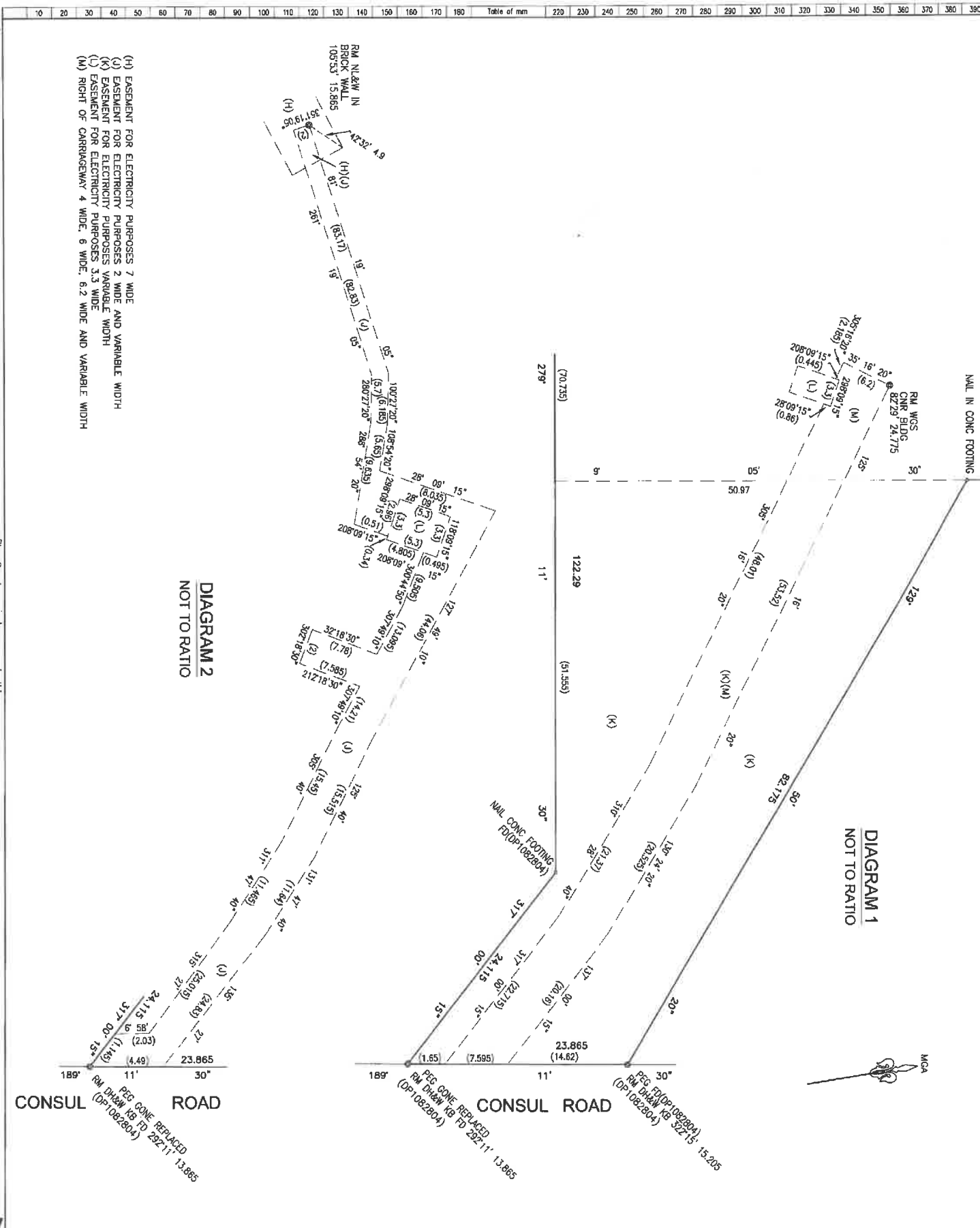


DIAGRAM 2
NOT TO RATIO

DIAGRAM 1
NOT TO RATIO

- (H) EASEMENT FOR ELECTRICITY PURPOSES 7 WIDE
- (J) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE AND VARIABLE WIDTH
- (K) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH
- (L) EASEMENT FOR ELECTRICITY PURPOSES 3.3 WIDE
- (M) RIGHT OF CARRIAGEWAY 4 WIDE, 6 WIDE, 6.2 WIDE AND VARIABLE WIDTH

Plan Drawing only to appear in this space

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
 CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of ⁸ 7 sheets)

DP1101676

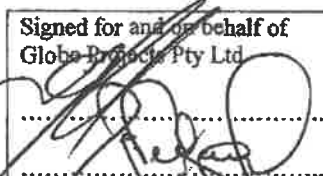
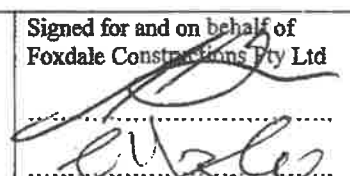
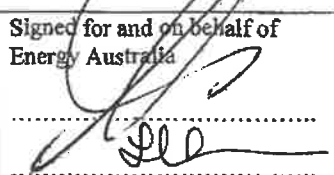
Plan of Easements over Lot 1 in DP
 1082804 dated

**Full Name and Address of the Registered
 Proprietor of the Land:**

**Globe Projects Pty Ltd ACN 090 017
 511 and Foxdale Constructions Pty
 Ltd ACN 100 291 389, East Point
 Tower, Suite 515, 180 Ocean Street,
 Edgecliff NSW 2027**

PART 1

Number of items shown in the intention panel on the plan	Identity of restriction or covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), roads, bodies or prescribed authorities
1	Easement for Electricity purposes 7 wide	Lot 1 DP1082804	Energy Australia
2	Easement for Electricity purposes 2 wide and variable width	Lot 1 DP1082804	Energy Australia
3	Easement for Electricity purposes variable width	Lot 1 DP1082804	Energy Australia
4	Easement for Electricity purposes 3.3 wide	Lot 1 DP1082804	Energy Australia
5	Right of Carriageway 4 wide, 6 wide, 6.2 wide and variable width	Lot 1 DP1082804	Energy Australia

Signed for and on behalf of Globe Projects Pty Ltd 	Signed for and on behalf of Foxdale Constructions Pty Ltd 	Signed for and on behalf of Energy Australia 
--	---	---

DWVSGDSYDU 1101676

91

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 2 of ⁸7 sheets)


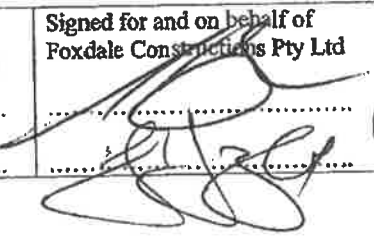
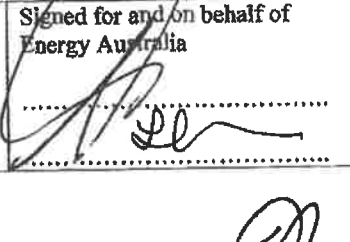
PART 2

Plan: Plan of Easements over Lot 1 in DP 1082804


DP1101676

1 Terms of Easement for Electricity Purposes numbered 1 and 3 in the Plan

- 1.1 Full right leave liberty and licence for EnergyAustralia its agents servants and workmen to lay down erect construct and place repair renew inspect maintain and remove overhead electric mains cables posts poles and other apparatus for the transmission of electric current and for purposes incidental thereto over or along that part of the lot burdened (herein referred to as the 'said land') AND ALSO the free and uninterrupted passage of electricity and apparatus thereto appertaining over or along the said land and the said electric mains when constructed.
- 1.2 TOGETHER WITH power for EnergyAustralia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables posts poles or other apparatus in the said land or any part thereof.
- 1.3 AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
- 1.4 PROVIDED THAT except where EnergyAustralia its agents servants and workmen in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the said land EnergyAustralia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the said land.
- 1.5 AND the Registered Proprietor of the lot burdened covenants with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said cables posts pole and other apparatus or interfere with the free flow of electric current over or along the said land AND that if any such damage or injury be done or interference be made the said Registered Proprietor will forthwith pay the cost to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.

Signed for and on behalf of Globe Products Pty Ltd	Signed for and on behalf of Foxdale Constructions Pty Ltd	Signed for and on behalf of Energy Australia
		

DWWSGD5Y/17306/611



DP1101676

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 3 of ⁸ 7 sheets)

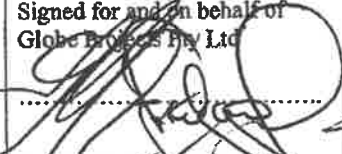
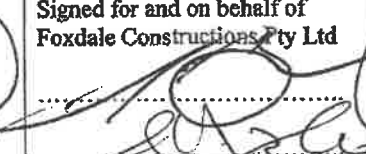
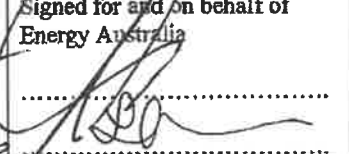
- 1.6 AND EnergyAustralia hereby covenants with the Registered Proprietor of the lot burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables posts poles and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own cost and charge pay for all damage and injury arising to the Registered Proprietor or to any person or persons in consequence of any breach or non-observance of this covenant.
- 1.7 AND FURTHER the Registered Proprietor of the lot burdened covenants with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on above or below the said land.

Name of Authority Empowered to Release Vary or Modify the Easement numbered 1 and 3 in the Plan

EnergyAustralia

2 Terms of Easement for Electricity Purposes numbered 2 in the Plan

- 2.1 Full right leave liberty and licence for EnergyAustralia its agents servants and workmen to lay down erect construct and place repair renew inspect maintain and remove underground electric mains cables and other apparatus for the transmission of electric current and for purposes incidental thereto under that part of the lot burdened (herein referred as to the 'said land') AND ALSO the free and uninterrupted passage of electricity and apparatus thereto appertaining under the said land and the said electric mains when constructed.
- 2.2 TOGETHER WITH power for EnergyAustralia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the said land or any part thereof.
- 2.3 AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
- 2.4 PROVIDED THAT except where EnergyAustralia its agents servants and workmen in the course of exercising its rights hereunder removes

Signed for and on behalf of Globe Projects Pty Ltd	Signed for and on behalf of Foxdale Constructions Pty Ltd	Signed for and on behalf of Energy Australia
		

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DP1101676

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 4 of ⁸ sheets)

damages breaks down or destroys any existing fence or fences on the said land EnergyAustralia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the said land.

2.5 AND the Registered Proprietor of lot burdened covenants with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said cables and other apparatus or interfere with the free flow of electric current under the said land AND that if any such damage or injury be done or interference be made the said Registered Proprietor will forthwith pay the cost of EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.

2.6 AND EnergyAustralia hereby covenants with the Registered Proprietor of the lot burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own cost and charge pay for all damage and injury arising to the Registered Proprietor or to any person or persons in consequence of any breach or non-observance of this covenant.

2.7 AND FURTHER the Registered Proprietor of the lot burdened covenants with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on above or below the said land.

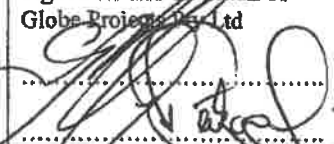


Name of Authority Empowered to Release Vary or Modify the Easement numbered 2 in the Plan

EnergyAustralia

3 Terms of Easement numbered 4 in the Plan:

3.1 Full right leave liberty and licence for EnergyAustralia, its agents, servants and workmen over that part of the lot burdened (herein referred to as the easement) to:

(a) erect construct and place repair renew inspect maintain and remove electricity substation premises; and

Signed for and on behalf of Globe Projects Pty Ltd	Signed for and on behalf of Foxdale Construction Pty Ltd	Signed for and on behalf of Energy Australia
		

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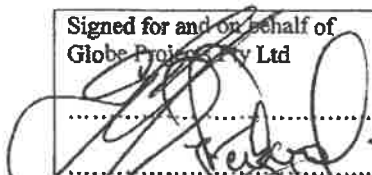
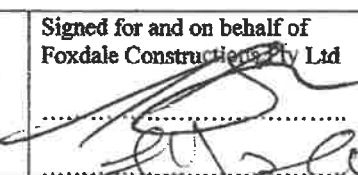
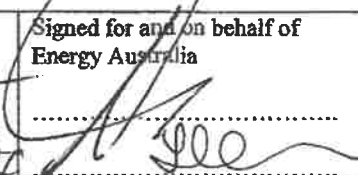
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DP1101676

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 5 of ⁸ 7 sheets)

- (b) lay down erect construct and place repair renew inspect maintain and remove underground electric mains cables and other apparatus for the transmission of electric current and for purposes incidental thereto through under and over the easement; and also
 - (c) the free and uninterrupted passage of electricity and apparatus thereto appertaining through under and over the easement and the said electricity substation and electric mains when constructed.
- 3.2 TOGETHER WITH power for EnergyAustralia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the easement or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the easement or any part thereof.
- 3.3 AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the easement.
- 3.4 PROVIDED THAT EnergyAustralia shall not permit or suffer any person other than its officers agents and workmen aforesaid or any other person authorised by them or any of them to enter in or upon the easement.
- 3.5 AND PROVIDED FURTHER that except where EnergyAustralia in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the easement EnergyAustralia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the easement.
- 3.6 AND the registered proprietor of the lot burdened covenants with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said electricity substation and cables and other apparatus or interfere with the free flow of electric current through under and over the easement AND that if any such damage or injury be done or interference be made the said registered proprietor of the lot burdened will forthwith pay the cost to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.

Signed for and on behalf of Globe Projects Pty Ltd	Signed for and on behalf of Foxdale Constructors Pty Ltd	Signed for and on behalf of Energy Australia
		

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 6 of 8 sheets)

3.7 AND EnergyAustralia hereby covenants with the registered proprietor of the lot burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own cost and charge pay for all damage and injury arising to the registered proprietor of the lot burdened or to any person or persons in consequence of any breach or non-observance of this covenant.

3.8 AND FURTHER the registered proprietor of the lot burdened covenants with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the easement nor will it without the like consent erect or permit to be erected any structure on above or below the easement.

Name of Authority Empowered to Release, Vary or Modify Easements numbered 4 in the Plan.

EnergyAustralia

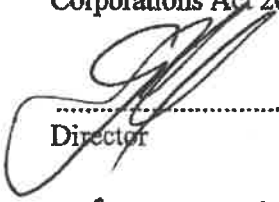
4 Terms of Easement numbered 5 in the Plan:

Right of Carriageway within the meaning of Schedule 4A Part 1 of the *Conveyancing Act 1919* (as amended) together with the right to park vehicles upon the right of carriageway.

Name of Authority Empowered to Release, Vary or Modify Easements numbered 5 in the Plan.

EnergyAustralia


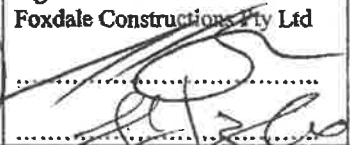

Executed by **Globe Projects Pty Ltd**)
ACN 090 017 511)
in accordance with Section 127 of the)
Corporations Act 2001)


.....
Director

CLEARD ROCKLIFE
.....
Name of signatory


.....
Director/Secretary

JAMES JERZYKIAS
.....
Name of signatory

Signed for and on behalf of Globe Projects Pty Ltd 	Signed for and on behalf of Foxdale Constructions Pty Ltd 	Signed for and on behalf of Energy Australia 
<small>DWVWJ56DSYDU178636111</small>		





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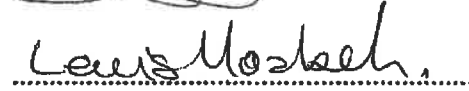
INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919


(Sheet 7 of 8 sheets)

Executed by **Foxdale Constructions**)
Pty Ltd ACN 100 291 389)
in accordance with Section 127 of the)
Corporations Act 2001)


.....
Director

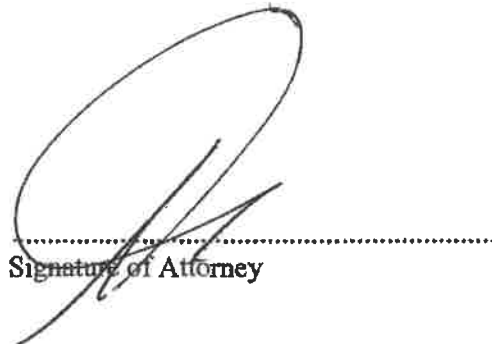

.....
Director/Secretary


.....
Name of signatory

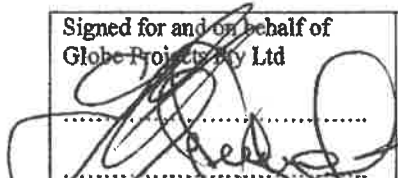
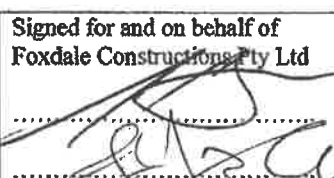

.....
Name of signatory

Signed for and on behalf of)
ENERGYAUSTRALIA by **GRANT**)
KENNETH GREENE-SMITH its attorney)
under a Power of Attorney dated)
Registered)
No. **983** Book No. **4476**)
and the Attorney declares that the)
Attorney has not received notice)
of the revocation of such Power)
of Attorney in the presence of:)
)


.....
Signature of Witness


.....
Signature of Attorney

LISA ANDERSON
.....
Print name of Witness

Signed for and on behalf of Globe Projects Pty Ltd	Signed for and on behalf of Foxdale Constructions Pty Ltd	Signed for and on behalf of Energy Australia
		

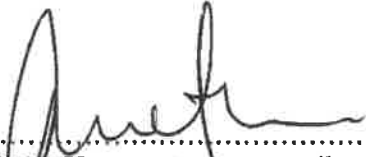
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DP1101676

Signed for and on behalf of ST.GEORGE)
BANK LIMITED ABN 92 055 513 070)
by its Attorneys under power of attorney)
Registered No. 4182 Book 125)

(SHEET 8 OF 8 SHEETS)



.....
ATTORNEY **Andrew Faulk**
Print Name: **Head of Institutional Property**
Position Held:



.....
ATTORNEY **John Taylor**
Print Name: **Credit Analyst**
Position Held:



.....
WITNESS **Edward Madden**
Print Name: **Credit Analyst**
Print Address:

REGISTERED  MC 31-8-2006

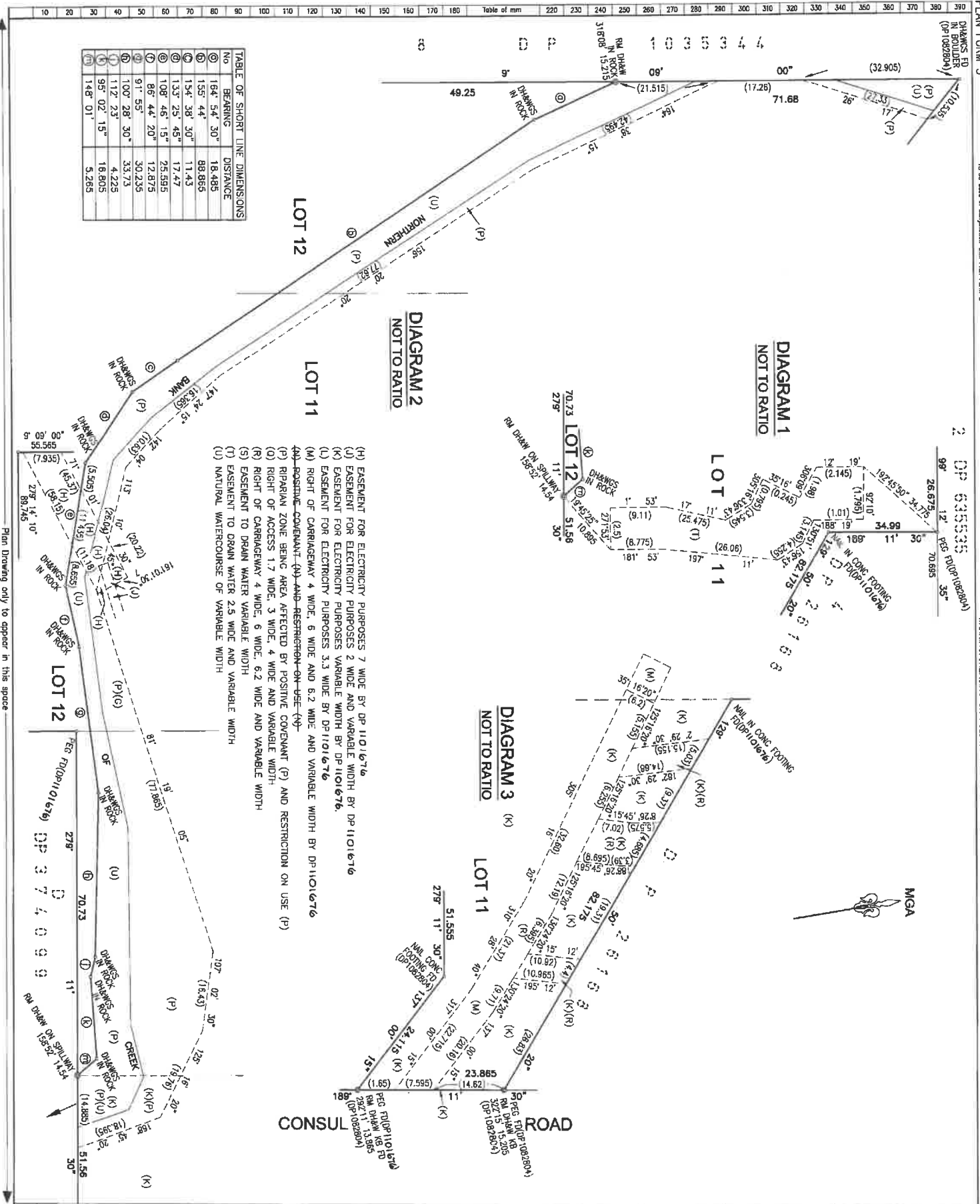


TABLE OF SHORT LINE DIMENSIONS

No	BEARING	DISTANCE
1	164° 54' 30"	18.485
2	155° 44'	89.865
3	154° 38' 30"	11.43
4	133° 25' 45"	17.47
5	108° 46' 15"	25.585
6	86° 44' 20"	12.875
7	91° 55'	30.235
8	100° 28' 30"	33.173
9	112° 23'	4.225
10	95° 02' 15"	18.805
11	148° 01'	5.285

DIAGRAM 2
NOT TO RATIO

DIAGRAM 1
NOT TO RATIO

DIAGRAM 3 (K)
NOT TO RATIO

- (H) EASEMENT FOR ELECTRICITY PURPOSES 7 WIDE BY DP 1101676
- (I) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE AND VARIABLE WIDTH BY DP 1101676
- (J) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH BY DP 1101676
- (K) EASEMENT FOR ELECTRICITY PURPOSES 3.3 WIDE BY DP 1101676
- (L) EASEMENT FOR ELECTRICITY PURPOSES 3.3 WIDE BY DP 1101676
- (M) RIGHT OF CARRIAGEWAY 4 WIDE, 6 WIDE AND 6.2 WIDE AND VARIABLE WIDTH BY DP 1101676
- (N) POSITIVE COVENANT (A) AND RESTRICTION ON USE (A)
- (P) RIPARIAN ZONE BEING AREA AFFECTED BY POSITIVE COVENANT (P) AND RESTRICTION ON USE (A)
- (Q) RIGHT OF ACCESS 1.7 WIDE, 3 WIDE, 4 WIDE AND VARIABLE WIDTH
- (R) RIGHT OF CARRIAGEWAY 4 WIDE, 6 WIDE AND 6.2 WIDE AND VARIABLE WIDTH
- (S) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (T) EASEMENT TO DRAIN WATER 2.5 WIDE AND VARIABLE WIDTH
- (U) NATURAL WATERCOURSE OF VARIABLE WIDTH

Plan Drawing only to appear in this space

DP1101677

Registered Plan 9/8/2006

This is sheet 2 of my plan n 3 sheets

John Dea

Surveyor registered under Surveying Act 2002
 This is sheet 2 of the plan of 3 sheets
 streets covered by my certificate No 1101677
 of 11/08/2006

Authorised Person

For use when space is insufficient in any part of Plan Form 2
 and set out in the accompanying
 instrument signed by the
 Authorised Person

Signed by Clive Projects Pty Ltd A.C.N. 090 017 511

Signed by Forstate Construction Pty Ltd A.C.N. 100 211 389

Reason: NOT TO RATIO
 SURVEYOR'S REFERENCE: 16028-17574-DP

INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919 AS AMENDED

(Sheet 1 of 17 sheets)

PI

DP1101677

Plan of Subdivision of Lot 1 in DP 1082804 covered by Subdivision Certificate ~~10647~~
 Dated.../...-...-2006

Full name and address of proprietor of the land: **GLOBE PROJECTS PTY LIMITED
 ACN 090 017 511 AND FOXDALE CONSTRUCTIONS PTY LIMITED
 ACN 100 291 389 of Eastpoint Tower, Suite 515, 180 Ocean Street, Edgecliff NSW 2027**

PART 1

Number of items shown in the intention panel on the plan	Identity of restriction or covenants to be created and referred to in the plan	Lot(s) Burdened	Lot(s) and Authority Benefited
1	Positive Covenant	Lot 11	Warringah Council
2	Restriction on Use	Lot 11	Warringah Council
3	Positive Covenant	Lot 11	Warringah Council
4	Restriction on Use	Lot 11	Warringah Council
5	Right for Footway (Bushwalking Track) 1.7 wide, 3 wide, 4 wide, and variable width	Lot 11	Warringah Council
6	Right of Carriage Way 4 wide, 6 wide, 6.2 wide and variable width	Lot 11	Lot 2 DP26168 Lot 3 DP26168 Lot 4 DP26168
7	Easement to Drain Water variable width	Lot 11	Warringah Council
8	Easement to Drain Water 2.5 wide variable width	Lot 11	Warringah Council
9	Positive Covenant and Right of Access	Lot 11	Warringah Council


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WARRINGAH COUNCIL

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919 AS AMENDED**

(Sheet 2 of 17 sheets)

DP1101677

Plan of Subdivision of Lot 1 in DP
1082804 covered by Subdivision
Certificate .../0647
Dated .../4-7-2006


PART 2

1 Terms of Positive Covenant numbered 1 in the Plan


1.1 The owner of the Lot Burdened (**Registered Proprietor**) covenants as follows with the authority benefited (**Council**) in respect to the structure erected on the land burdened described as 'on site stormwater detention system (which expression includes all ancillary gutters, pipes, pumps, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) shown on plans approved by the Council (**the System**).

1.2 The Registered Proprietor must:

- (a) permit stormwater to be temporarily detained by the System;
- (b) keep the System clean and free of silt, rubbish and debris;
- (c) maintain and repair the whole or parts of the System so that it functions in a safe and efficient manner;
- (d) replace, repair and renew the whole or parts of the System within the time and in the manner specified in a written notice issued by the Council;
- (e) carry out the matters referred to in paragraphs (b), (c) and (d) at the Registered Proprietor's expense;
- (f) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause;
- (g) comply with the terms of any written notice issued by the Council in respect of this clause within the time stated in the notice;
- (h) indemnify and keep indemnified Council from and against all claims, demands, actions, suits, causes of action, sum or sums of money, compensation, damages,



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WARRINGAH COUNCIL

.....
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919 AS AMENDED**

(Sheet 3 of 17 sheets)

Plan:

DP1101677

Plan of Subdivision of Lot 1 in DP
1082804 covered by Subdivision
Certificate *10647*
Dated *14.7.2006*

costs and expenses which Council or any other person may suffer as a result of any malfunction or non-operation of the System or any failure of the registered proprietor to comply with the terms of this covenant.

1.3 The Registered Proprietor must:

- (a) not allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the System;
- (b) except in accordance with Council's approved plan, not allow any building erection or structure to be constructed or allow to remain constructed or placed on any part of the System.

1.4 In the event of the Registered Proprietor failing to comply with the terms of any written notice served in respect of the matters in clause 1.2 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the System and recover from the Registered Proprietor the cost of carrying out the work and if necessary recover the amount by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land burdened under Section 88F of the *Conveyancing Act 1919*. In carrying out any work under this clause, the Council shall take responsible precautions to ensure that the land is disturbed as little as possible.

2 Terms of Restriction on Use numbered 2 in the Plan

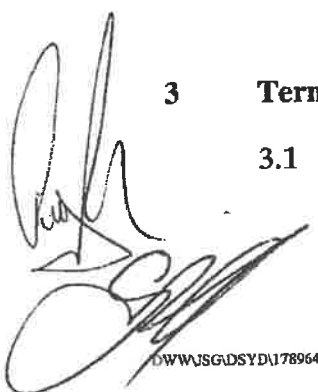
2.1 The Registered Proprietor shall not interfere or permit to interfere or make or permit or suffer the making of any alterations to the System, as defined in the terms of the Positive Covenant firstly referred to in this Instrument, without the prior consent in writing of Warringah Council. The expression 'System' shall include all surfaces graded to direct stormwater to the temporary storage.

3 Terms of Positive Covenant numbered 3 in the Plan

3.1 Definitions and Interpretation

In this Covenant, unless the contrary intention appears;

- (a) Council means Warringah Council.



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of

WARRINGAH COUNCIL

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919 AS AMENDED**

(Sheet 4 of 17 sheets)

Plan:

DP1101677

Plan of Subdivision of Lot 1 in DP
1082804 covered by Subdivision
Certificate ~~10647~~
Dated... ~~14-7-2006~~

- (b) **exotic fauna** means all animals other than native fauna, but does not include:
- (1) humans, or;
 - (2) fish within the meaning of the *Fisheries Management Act 1994*.
- (c) **exotic flora** means all flora other than native plants.
- (d) **Land Burdened** means the land burdened by this Covenant as identified in the Plan being the Riparian Zone.
- (e) **local indigenous fauna** means all fauna which is indigenous to the Land Burdened.
- (f) **local indigenous flora** means all native vegetation indigenous to the Land Burdened as shown in the most recent edition of Harden, G. J. (Ed.) *Flora of New South Wales*, Volumes 1-4 (1993) or later editions of this text.
- (g) **Management Plan** means the Vegetation Management Plan dated February 2004 prepared by Gunninah Environmental Consultants for the Brookvale Brickworks Proposed Residential Development.
- (h) **native fauna** means any animal-life that is indigenous to New South Wales or is known to periodically or occasionally migrate to New South Wales, whether vertebrate or invertebrate and in any stage of biological development, but does not include:
- (1) humans; or
 - (2) fish within the meaning of the *Fisheries Management Act 1994*.
- (i) **native plant** has the same meaning as in Section 5 of the *National Parks & Wildlife Act 1974*.
- (j) **Owner** means the registered proprietor of the Land Burdened and includes any future registered proprietor(s).

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WARRINGAH COUNCIL


Authorised Person

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919 AS AMENDED**

(Sheet 5 of 17 sheets)

Plan:

DP1101677

Plan of Subdivision of Lot 1 in DP
1082804 covered by Subdivision
Certificate 10647
Dated 14.07.2006

- (k) **reasonable** in relation to carrying out an activity, means using the best methods available and carrying out the activity in such a way as to have minimal impact on the conservation values of the area subject to the Covenant.
- (l) **Riparian Zone** means that part of the natural watercourse as marked with the letter P on the Plan extending generally up to 20 metres from the North and East of the boundary including the constructed channel of the natural watercourse and its banks.
- 3.2 Words importing the singular number shall include the plural and masculine gender the feminine or neuter and vice versa.
- 3.3 Any reference to a person shall be deemed to include a corporate body and vice versa.
- 3.4 Any covenant or covenants on the part of two or more persons shall be deemed to bind them jointly and severally.
- 3.5 **General Obligations**
The Owner is responsible for the ongoing maintenance and protection of the vegetation within the Riparian Zone in accordance with the Management Plan.
- 3.6 **Specific Obligations**
Without limiting the generality of the obligations of the Owner specified in clause 3.5:
- (a) **Cleaning**
The Owner must keep the Riparian Zone clean and free of silt, rubbish and debris at its own expense.
- (b) **Control of exotic flora and exotic fauna**
The Owner must:
- (1) control, and where possible, remove all exotic flora and exotic fauna from the Land Burdened; and
- (2) take such reasonable measures as may be prescribed in the Management Plan for the control of exotic flora and exotic fauna; and

WARRINGAH COUNCIL


.....
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919 AS AMENDED**

(Sheet 6 of 17 sheets)

Plan:

DP1101677

Plan of Subdivision of Lot 1 in DP
1082804 covered by Subdivision
Certificate ~~10647~~
Dated ... ~~14.7.2006~~

(3) take such other reasonable measures as may be necessary to prevent exotic flora and exotic fauna spreading from adjacent lands into the Land Burdened.

(c) Fire Management

The Owner must take the steps as specified in the Management Plan (including the creation of an Asset Protection Zone) and any other practical steps to prevent the occurrence of bush fires in, and to minimise the danger of the spread of bush fires in or from the Land Burdened.

(d) Removal of inorganic or biological material

The Owner must prevent by all reasonable means the removal of any biological or inorganic component of the Land Burdened other than exotic flora and exotic fauna, except in the circumstances of scientific research, education, monitoring, or for the propagation of local indigenous flora, or any other activity identified within the Management Plan.

(e) Management in accordance with Management Plan

The Owner must manage the Land Burdened in accordance with the Management Plan.

(f) Monitoring of Land Burdened by Owner

The Owner must inform the Council as soon as practical after becoming aware of the deterioration of any of the natural or cultural heritage values of the Land Burdened, or of any threat to these values of which the Owner is aware.

(g) Change of Ownership

The Owner must notify the Council of any change of ownership or control of the Land Burdened and shall notify, in writing, the Council of the name and address of the new Owner at least 14 days prior to change of ownership or control. Notification to the Council is to be addressed to the General Manager, 725 Pittwater Road, Dee Why NSW 2099.

(h) Extent of Obligations

None of the obligations specified in this Covenant and the Management Plan shall apply to the actions necessary for the proper management of the Land Burdened as a protected environment for local indigenous flora and local indigenous fauna.



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WARRINGAH COUNCIL

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919 AS AMENDED**

(Sheet 7 of 17 sheets)

Plan:

DP1101677

Plan of Subdivision of Lot 1 in DP
1082804 covered by Subdivision
Certificate ~~10.647~~
Dated ~~14.7.2006~~

**(i) Use of the Land Burdened by Servants, Agents,
Lessees or Licensees**

The Owner must incorporate the terms of this Covenant and the Restriction on Use fourthly referred to in Clause 4 of this Instrument in any lease or licence issued over the Land Burdened, and at all times ensure that any servant, agent, lessee, or licensee occupying the Land Burdened shall be aware of the relevant provisions of this Covenant.

(j) Right to Inspect

The Council and its servants and agents may at all times upon first giving reasonable notice to the Owner, the Owner's agent, lessee or licensee, enter upon the Land Burdened to ensure due compliance with this Covenant.

3.7 Indemnity

The Owner must indemnify and keep indemnified Council from and against all claims, demands, actions, suits, causes of action, sum or sums of money, compensation, damages, costs and expenses which Council or any other person may suffer as a result of any failure of the Owner to comply with the terms of this Covenant.

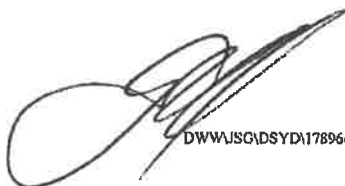
3.8 Default

In the event of the Owner failing to comply with the terms of any written notice served in respect of the matters in clauses 3.5 and 3.6 which notice requires compliance with the terms of clauses 3.5 and 3.6, the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure maintenance and protection of the vegetation within the Riparian Zone in accordance with the Management Plan and recover from the Owner the cost of carrying out the work and if necessary recover the amount by legal proceedings (including legal costs and fees) and entry of a covenant charge on the Land Burdened under Section 88F of the *Conveyancing Act 1919*. In carrying out any work under this clause, the Council shall take responsible precautions to ensure that the Land Burdened is disturbed as little as possible.

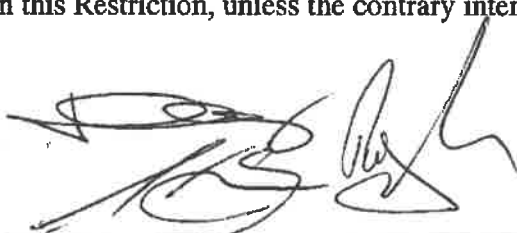
4 Terms of Restriction on Use numbered 4 in the Plan

4.1 Definitions and Interpretation

In this Restriction, unless the contrary intention appears;



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WARRINGAH COUNCIL

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Authorised Person

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919 AS AMENDED**

(Sheet 8 of 17 sheets)

Plan:

DP1101677

Plan of Subdivision of Lot 1 in DP
1082804 covered by Subdivision
Certificate ~~10644.7~~
Dated ~~14.11.2006~~

- (a) **building and building work** has the same meaning as provided for in the *Environmental Planning and Assessment Act 1979*.
- (b) **controlled burning** means the lighting of a fire for a specific management purpose, including fuel management, hazard reduction, vegetation and habitat management, and research, in weather conditions that will cause the fire to burn at the predetermined intensity required for the purpose, and within predetermined boundaries.
- (c) **Council** means Warringah Council.
- (d) **exotic fauna** means all animals other than native fauna, but does not include:
 - (1) humans, or;
 - (2) fish within the meaning of the *Fisheries Management Act 1994*.
- (e) **exotic flora** means all flora other than native plants.
- (f) **Land Burdened** means the land burdened by this Restriction as identified in the Plan being the Riparian Zone.
- (g) **local indigenous fauna** means all fauna which is indigenous to the Land Burdened.
- (h) **local indigenous flora** means all native vegetation indigenous to the Land Burdened as shown in the most recent edition of Harden, G. J. (Ed.) *Flora of New South Wales*, Volumes 1-4 (1993) or later editions of this text.
- (i) **Management Plan** means the Vegetation Management Plan dated February 2004 prepared by Gunninah Environmental Consultants for the Brookvale Brickworks Proposed Residential Development.
- (j) **native fauna** means any animal-life that is indigenous to New South Wales or is known to periodically or occasionally migrate to New South Wales, whether

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**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919 AS AMENDED**

(Sheet 9 of 17 sheets)

Plan:

DP1101677

Plan of Subdivision of Lot 1 in DP
1082804 covered by Subdivision
Certificate ~~10647~~
Dated .../4../7../2006

vertebrate or invertebrate and in any stage of biological
development, but does not include:

- (1) humans; or
 - (2) fish within the meaning of the *Fisheries Management Act 1994*.
 - (k) **native plant** has the same meaning as in Section 5 of the *National Parks & Wildlife Act 1974*.
 - (l) **Owner** means the registered proprietor of the Land Burdened and includes any future registered proprietor(s).
 - (m) **reasonable** in relation to carrying out an activity, means using the best methods available and carrying out the activity in such a way as to have minimal impact on the conservation values of the area subject to the Covenant.
 - (n) **Riparian Zone** means the that part of the Greendale Creek extending generally to 20 metres from the North and West of the centre line of the creek including the constructed channel of Greendale Creek and its banks.
- 4.2 Words importing the singular number shall include the plural and masculine gender the feminine or neuter and vice versa.
- 4.3 Any reference to a person shall be deemed to include a corporate body and vice versa.
- 4.4 Any covenant or covenants on the part of two or more persons shall be deemed to bind them jointly and severally.

4.5 General Restrictions

Except as otherwise permitted by this Restriction, the Owner must not carry out any act or omit to carry out any act, or cause or permit any act to be carried out or any act not to be carried out which may adversely affect any native fauna or native plants or their habitats on the Land Burdened.

4.6 Specific Restrictions

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**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919 AS AMENDED**

sheets)

(Sheet 10 of 17

Plan:

DP1101677

Plan of Subdivision of Lot 1 in DP
1082804 covered by Subdivision
Certificate 10647
Dated ... 14 ... 2006

Without limiting the generality of the restrictions on the Owner
specified in clause 4.5:

(a) **Development**

- (1) The Owner must not construct any new road, access track or internal fencing in the Land Burdened.
- (2) The Owner must not erect any building or other structure or carry out any building work in the Land Burdened.

(b) **Subdivision**

The Owner must not permit subdivision of the Land Burdened.

(c) **Native Plants**

- (1) Except as permitted in sub-clause (2) and clause 4.6(g)(2) of this Restriction, the Owner must not permit or be permitted to destroy or cause the destruction or removal of any native plants (including trees, shrubs, grasses) from the Land Burdened.
- (2) The Owner shall be permitted to, and consistent with the Management Plan, remove seed or take cuttings from the Land Burdened for the purpose of propagation from local indigenous flora.
- (3) The Owner must not sow or plant trees, grasses or other plants in the Land Burdened other than local indigenous flora.

(d) **Native Fauna**

The Owner must not undertake or permit to be undertaken any shooting, trapping, baiting or removal of native fauna in the Land Burdened.

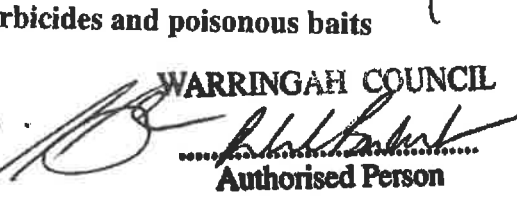
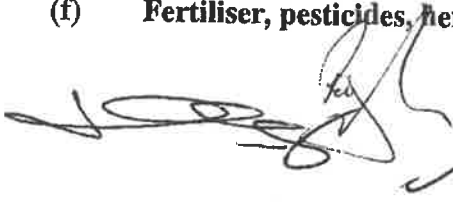
(e) **Control of exotic flora and exotic fauna**

The Owner must not introduce into the Land Burdened any exotic flora or exotic fauna.

(f) **Fertiliser, pesticides, herbicides and poisonous baits**



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**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919 AS AMENDED**

(Sheet 11 of 17

sheets)

Plan: **DP1101677**

Plan of Subdivision of Lot 1 in DP
1082804 covered by Subdivision
Certificate *10647*
Dated... *14.7.2006*

- (1) The Owner must not use or permit the use or application of fertiliser in the Land Burdened.
 - (2) The Owner must not use or permit the use or application of pesticides, herbicides and or poisonous baits in the Land Burdened unless the use is a measure prescribed in the Management Plan.
- (g) **Fire management**
- (1) Except in the circumstances specified in sub-clause (2), the Owner must not light a fire, or cause a fire to be lit in the Land Burdened.
 - (2) The Owner is permitted to light a fire or cause a fire to be lit in the Land Burdened only in the following circumstances:
 - (A) where the lighting of the fire is a necessary component of bush fire hazard reduction work carried out in accordance with any notice served on the Owner under the *Rural Fires Act 1997* or any other applicable legislation;
 - (B) where it is permitted in the Management Plan;
 - (C) where the lighting of a fire is in accordance with any fire guidelines for controlled burning as provided for in the Management Plan; and
 - (D) where life or property is in immediate threat by bush fire and the lighting of the fire is reasonably necessary to protect life or property.

(h) **Firewood**

The Owner must not collect or permit the collection of green wood, standing wood and/or fallen hollow timber from the Land Burdened for firewood or any other purpose.

(i) **Vehicles**

The Owner must not permit the recreational use of trail bikes, four wheel drive vehicles or any other vehicle off-track within the Land Burdened.

WARRINGAH COUNCIL

[Signature]
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INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919 AS AMENDED

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Plan:

DP1101677

Plan of Subdivision of Lot 1 in DP
1082804 covered by Subdivision
Certificate ~~10647~~
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(j) Extent of Prohibitions and Restrictions

None of the prohibitions or restrictions specified in this Restriction and the Management Plan shall apply to the actions necessary for the proper management of the Land Burdened as a protected environment for local indigenous flora and local indigenous fauna.

(k) Right To Inspect

The Council and its servants and agents may at all times upon first giving reasonable notice to the Owner, their agent, lessee or licensee, enter upon the Land Burdened to ensure due compliance with this Restriction.

4.7 Indemnity

The Owner must indemnify and keep indemnified Council from and against all claims, demands, actions, suits, causes of action, sum or sums of money, compensation, damages, costs and expenses which Council or any other person may suffer as a result of any failure of the Owner to comply with the terms of this Restriction.

5 Terms of Rights of Footway (bushwalking track) numbered 5 on the Plan

5.1 Full and free right for every person who is at any time entitled to an estate or interest in possession in the Lot Benefited and any part thereof with which the right is capable of enjoyment and the owner of the Lot Burdened, and every person authorised by any of those persons ("Authorised Users"), to use and enjoy on foot at all times for all purposes without animals and vehicles, those parts of the Lot Burdened marked on the Plan as "right of footway (bushwalking track) 1.7 wide, 3 wide, 4 wide and variable" which comprises a formed footpath subject to the following conditions (which conditions constitute an agreement between the owner of the Lot Burdened and Authorised Users):

(a) access to the Footway may be temporarily suspended or cancelled by the owner of the Lot Burdened without the consent of any other person for reasonable periods for any reason including without limitation:

(1) safety;

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Authorised Person

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
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(Sheet 13 of 17

sheets)

Plan:

DP1101677

Plan of Subdivision of Lot 1 in DP
1082804 covered by Subdivision
Certificate 10647
Dated ...14.7.2006

- (2) security;
- (3) maintenance; and
- (4) construction.

5.2 Subject to clause 5.3, the owner of the Lot Benefited is responsible for maintenance and clearing of the Footway.

5.3 If the owner of the Lot Benefited fails to comply with clause 5.2, the owner of the Lot Burdened may arrange for the Footway (or part of it) to be maintained to comply with clause 5.2.

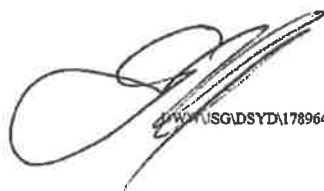
5.4 If the owner of the Lot Burdened makes any arrangement pursuant to clause 5.3 to maintain a part of the Footway the owner of the Lot Benefited on which that part of the Footway is located must reimburse the owner of the Lot Burdened for any costs incurred by the owner of the Lot Burdened in so doing.

5.5 To the extent not implied by law, the terms of this easement binds the owners of the Lot Burdened and Lot Benefited and their successors and assigns as mutual covenants entered into between them and as legal rights and obligations annexed to the land.

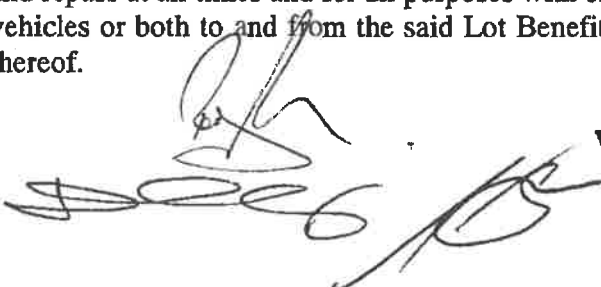
5.6 Authorised Users entering on a Lot Burdened do so at their own risk and the owner of Lot Benefited releases the owner of the Lot Burdened and their contractors and employees from all claims and demands of every kind and for all liabilities which may arise in respect of any accident or damage to property or to death of or injury to any person entering on a Lot Burdened other than may be caused by the negligence of the owners of a Lot Burdened.

6 Terms of Right of Carriage Way numbered 6 on the Plan

6.1 Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the Lots Benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, to go, pass and re-pass at all times and for all purposes with or without animals or vehicles or both to and from the said Lot Benefited or any such part thereof.



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**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919 AS AMENDED**

(Sheet 14 of 17)

sheet:

Plan:

DP1101677

Plan of Subdivision of Lot 1 in DP
1082804 covered by Subdivision
Certificate *10647*
Dated ... *14.11.2006*

- 6.2 Every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the Lots Benefited or any part or thereof and every person authorised by that person entering on the Lot Burdened do so at their own risk and the owner of Lot Benefited releases the owner of the Lot Burdened and their contractors and employees from all claims and demands of every kind and for all liabilities which may arise in respect of any accident or damage to property or to death of or injury to any person entering on a Lot Burdened other than may be caused by the negligence of the owners of a Lot Burdened.
- 6.3 The owners of the Lot Benefited are responsible for maintenance of the Right of Carriage Way.

7 Terms of Easement to Drain Water numbered 7 on the Plan

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


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**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919 AS AMENDED**

(Sheet 15 of 17)

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Plan:

DP1101677

Plan of Subdivision of Lot 1 in DP
1082804 covered by Subdivision
Certificate 10647
Dated 14.7.2006

8 Terms of Easement to Drain Water numbered 8 on the Plan

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

9 Terms of Positive Covenant and Right of Access numbered 9 in the Plan

- 9.1 The Owner of the Lot Burdened (Registered Proprietor) covenants as follows with the authority benefited (Council):
- 9.2 The Registered Proprietor must provide public access to that part of the Lot Burdened, which is common property created on registration of any strata plan, for the purpose of enabling access to and a viewing of the Heritage Items situated on the Lot Burdened, by arrangement, under the guidance of a Council sponsored Community Group, for not less than four occasions per year.

Name of Authority or person empowered to release, vary or modify the Positive Covenant or Easement numbered 1, 2, 3, 4, 7, 8 and 9 in the plan

Warringah Council


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**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND
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SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919 AS AMENDED**

(Sheet 16 of 17

sheets)

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DP1101677

Plan of Subdivision of Lot 1 in DP
1082804 covered by Subdivision
Certificate /0647
Dated...14..7..2006

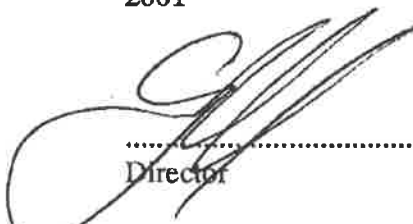
**Name of Authority or person empowered to release, vary or modify the Right of
Footway (Bushwalking Track) numbered 5 in the plan**

Warringah Council with the written consent of the owner of the Lot Burdened.

**Name of Authority empowered to release, vary or modify the Right of
Carriageway numbered 6 in the plan**

Warringah Council with the written consent of the owner of the Lot Burdened.

Executed by **Globe Projects Pty Ltd**)
ACN 090 017 511 in accordance with)
Section 127 of the Corporations Act)
2001)



Director

CAROL ROCKLIFE

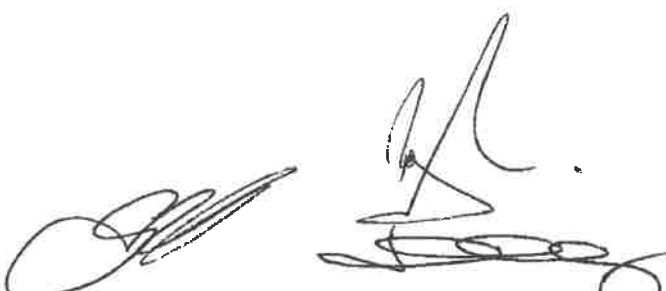
Name of signatory



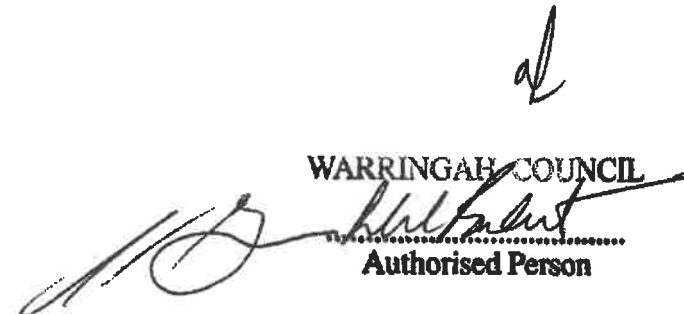
Director/Secretary

DEAN MARINOPoulos

Name of signatory



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**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919 AS AMENDED**


(Sheet 17 of 17

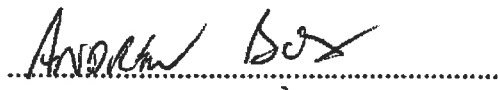
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Plan: **DP1101677**


Plan of Subdivision of Lot 1 in DP
1082804 covered by Subdivision
Certificate ~~10647~~
Dated ... ~~14.11.2006~~

Executed by **Foxdale Constructions**)
Pty Ltd ACN 100 291 389 by its)
~~in accordance with Section 127 of the~~)
~~Corporations Act 2001~~ attorney pursuant)
to power of Attorney registered No 277
Book 4992

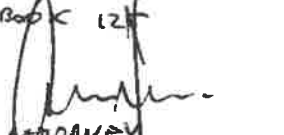

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Director witness

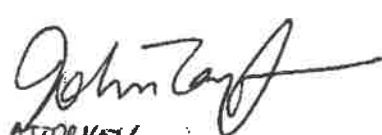

.....
Name of signatory witness



.....
Director Secretary Attorney


.....
Name of signatory ~~Rich Yarbek~~
Attorney

SIGNED FOR AND ON BEHALF OF
ST. GEORGE BANK LIMITED
ABN 92 055 513 070 BY ITS
ATTORNEY UNDER POWER OF
ATTORNEY REGISTERED NO. 4182
Book 121


.....
ATTORNEY
PRINT NAME: Andrew Faulk
POSITION HELD: Head of Institutional Property


.....
ATTORNEY
PRINT NAME: John Taylor
POSITION HELD: Credit Analyst


.....
WITNESS
PRINT NAME: Edward Madden
PRINT ADDRESS: Credit Analyst




.....
WARRINGAH COUNCIL
.....
Authorised Person

Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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



AM674068Y

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/SP77600

(B) **LODGED BY**

Document	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
Collection Box 1555 Tel: 923 0122 Fax: 9233 6411	Smallwoods Lawyers, PO Box 7499 Warringah Mall NSW 2100 LegalStream LLPN: 123846 B Reference: <u>SMALLWOODS / STRATA REAL ESTATE SERVICE</u>	CH

- (C) The Owners-Strata Plan No. 77600 certify that a special resolution was passed on 29 November 2016
- (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 bylaws 4, 5, 6 and 7
 Amended by-law No. 10

as fully set out below:
see Annexure "A"

RECEIVED

11 OCT 2017

TIME: 2:15p.

RELODGED

- 7 SEP 2017

TIME: 1:35.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 77600 was affixed on 20.7.17 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: [Signature]
 Name: SUSAN MOOYAART
 Authority: CHAIRMAN OF OC

Signature: [Signature]
 Name: C. MCCORMACK - Christine McCormack
 Authority: STRATA MANAGER



Annexure "A"
BY-LAWS FOR STRATA PLAN 77600

1. Definitions and Interpretation
2. Noise
3. Vehicle etc. on common property
4. Obstruction to common property
5. Damage to Lawns etc. on common property
6. Compensation for Damage to common property
7. Not to Damage common property
8. Deposit Rubbish etc. on common property
9. Reporting Breakages of Glass etc.
10. Storage of Inflammable Liquids
11. Appearance of Lot
12. Screens, Blinds, Solar Film etc.
13. Not Misuse Elevators
14. Change in Use of Lot to be Notified
15. No Alteration to Internal Walls or Structural Walls.
16. Water Closets and Water Apparatuses
17. Not Alter Air Conditioning, Ducting etc.
18. Vendor's Right to Sell
19. Vendor's Right to Erect signs etc.
20. Executive Committee May Ensure Security
21. Keys
22. Not Interfere with Security and Keep Fire Doors Locked
23. Not Interfere with Fire Fighting Equipment
24. Signage on Common Property
25. Movement of Goods
26. Invitees and Licensees to Comply with By-Laws
27. Invitees to Comply with By-Laws
28. Owners Corporation to Provide for Management of Lots, Common Property etc. and Appoint Manager
29. Executive Committee to Make Rules
30. Notice of Defects and Accidents
31. Terms of Owners Corporation Consents and Approval
32. No Smoking
33. Behaviour of Owners and Occupiers
34. Children Playing on Common Property in Building
35. Drying of Laundry Items
36. Cleaning Windows and Doors
37. Moving Furniture and Other Objects on or Through Common Property
38. Floor Coverings
39. Garbage Disposal
40. Keeping of Animals
41. Provision of Amenities or Services
42. Traffic on Common Property
43. Balconies
44. Visitors Carspaces

S. Suggan



Special By-Law 1	Installation of photovoltaic panels
Special By-Law 2	Fence between lots to divide courtyard
Special By-Law 3	Renovations – lot 68
Special By-Law 4	Exhaust Fans – all lots
Special By-Law 5	Air Conditioners – all lots
Special By-Law 6	Kitchen and bathroom renovations – all lots
Special By-Law 7	No Smoking

1. Definitions and Interpretation

1.1 In these by-laws, unless a contrary intention appears:

- (a) **“Act”** means the Strata Schemes Management Act 1996;
- (b) **“Building”** means the building as defined in the Act, the subject of these by-laws;
- (c) **“Executive Committee”** means the executive committee as defined in the Act;
- (d) **“Manager”** means the person appointed by the Owners Corporation as its strata managing agent under Section 26 of the Act and, if no person is for the time being so appointed, the secretary of the Owners Corporation;
- (e) **“Owners Corporation”** means the owners corporation as defined in the Act in respect of the strata scheme for the building;
- (f) **“Strata Plan”** means the strata plan registered in respect of the building.
- (g) **“Strata Scheme”** means the strata schemes as defined in the Act in respect of the Strata Plan;
- (h) **“Vendor”** means Globe Projects Pty Limited and/or Foxdale Constructions Pty Limited.

1.2 In these by-laws, unless the context otherwise requires:

- (a) **Heading** are for convenience only and do not affect the interpretation of the by-laws;
- (b) **Words importing the singular** include the plural and vice versa;
- (c) **Words importing a gender** include any gender;
- (d) **An expression importing a natural person** includes any company, partnership, joint venture, association, corporation or other Owners Corporation or body corporate;
- (e) **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;
- (f) **A reference to any thing** includes a part of that thing;

- (g) A reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and
- (h) A word or words not defined in these by-laws having a definition in the Act shall have that definition.

2. Noise

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

3. Vehicles etc. On Common Property

An owner or occupier of a lot shall not park or stand any motor or other vehicle upon any part of the common property except with the approval in writing of the Owners Corporation.

4. Obstruction of Common Property

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

5. Damage to Lawns etc. on Common Property

An owner or occupier of a lot shall not damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property.

6. Compensation for Damage to Common Property

The owner of a lot shall be liable to compensate the Owners Corporation in respect of all damage to the common property or personal property vested in it caused by such owner, an invitee of such owner, an occupier of that owner's lot or an invitee or such occupier.

7. Not to Damage Common property

7.1 An owner or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the common property without the approval in writing of the Owners Corporation but this by-law does not prevent an owner or person authorised by him from installing:

- (a) Any locking or other safety device for protection of his lot against intruders; or
- (b) Any device used to affix decorative or other items to the internal surfaces of the walls in the owner's lot;

Subject to the locking or safety device or other device as the case may be being installed in a workmanlike manner and subject to its appearance after it has been installed, being in keeping with the appearance of the rest of the building.

7.2 Notwithstanding Section 62 of the Act:

- (a) The owner of a lot shall maintain and keep in a state of good and serviceable repair any installation referred to in by-law 7.1 that services the lot; and
- (b) Repair any damage caused to any part of the common property by the installation or removal of any device installed by the owner referred to in by-law 7.1.

8. Deposit Rubbish etc. on Common Property

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

9. Reporting Breakages of Glass etc.

An owner or occupier of a lot shall immediately report to the Owners Corporation any breakages of glass in windows and doors on the boundary of the lot, including so much as is common property.

10. Storage of Inflammable Liquids

- 10.1 An owner or occupier of a lot shall not, except with the approval in writing of the Owners Corporation use or store upon his lot or upon the common property any inflammable chemical, liquid or gas or other material.
- 10.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine

11. Appearance of Lot

An owner or occupier of a lot shall not, without the written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that viewed from outside the lot is not in keeping with the rest of the building.

12. Screens, Blinds, Solar Film etc.

An owner or occupier of a lot shall not erect or apply any blinds, shutters, window treatments, security devices (including grilles and doors) screens or awnings which may be visible from outside the building, any other lot or from the common property without the prior written approval of the Owners Corporation.

13. Not Misuse Elevators

An owner or occupier of a lot shall not misuse or permit to be misused any elevator within or upon the common property and shall not obstruct or damage the same or otherwise interfere with or impede its normal operation.

14. Change in Use of Lot to be Notified

An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in any way (after obtaining necessary approvals) that may affect the insurance premiums for the strata scheme (for example, if the change in use results in hazardous activity being carried out on a lot).

15. No Alteration to Internal Walls or Structural Features

An owner or occupier of a lot shall not effect any alteration or addition to structural features of a lot without the prior written approval of the Owners Corporation provided that such approval shall not be unreasonably withheld.

16. Water Closest and Water Apparatuses

An owner or occupier of a lot shall not use any water closet or other water apparatus in the building for any purpose other than the purpose for which it was constructed and shall not deposit or throw any sweepings, rubbish, rags, napkins or any other similar articles into that apparatus.

17. Not Alter Air Conditioning, Ducting etc.

An owner or occupier of a lot shall not modify any existing air conditioning unit, ventilator or associated ducting which forms part of common property without the prior written approval of the Owners Corporation.

18. Vendor's right to Sell

For such time as the Vendor remains an owner of a lot in the strata scheme, that company shall have a special privilege to conduct selling or leasing activities within the parcel, including the common property.

19. Vendor's Right to Erect Signs etc.

The Vendor shall (whilst it owns a lot in the strata scheme) have a special privilege to:

- (a) Erect upon common property signs advertising the sale of or lease of lots in the strata scheme; and
- (b) To bring third parties onto common property for the purposes of inspection of common property and lots with a view to purchasing or leasing a lot.

20. Executive Committee May Ensure Security

The Executive Committee may take all reasonable steps to ensure the security of the parcel and buildings from intruders or to preserve its safety from fire or other hazard and including without limitation the power to close off any part of the common property not required for ingress or egress to a lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by owners or occupiers of lots to any such part of the common property.

21. Keys

If the Owners Corporation in the exercise of any of its powers under these by-laws restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device:

- (a) The Owners Corporation may make such number of keys or operating devices as it determines available to owners free of charge;
- (b) The Owners Corporation may at its discretion make additional numbers of the keys or devices available to owners on the payment of such reasonable charge as may be determined from time to time by the Executive Committee;
- (c) The owner of a lot to whom any key or any operating system is given under this by-law must:
 - (i) Exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot; and
 - (ii) must take reasonable precautions to ensure that return of the keys or devices to the owner or the Owners Corporation when the occupier ceases to be an occupier and must include an appropriate covenant to this effect in the lease or licence of a lot to any such occupier; and
- (d) The owner or occupier of a lot into whose possession any key or device referred to in this by-law has come must not duplicate it or cause to be duplicated and must take all reasonable precautions to ensure that the key or device is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the Owners Corporation.

22. Not Interfere with Security and Keep Fire Doors Locked

An owner or occupier of a lot shall not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede the security, fire or other safety of the parcel or any part thereof and including without limitation ensure that all fire and security doors and windows (including ancillary apparatus or appliances) are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

23. Not Interfere with Fire Fighting Equipment

An owner or occupier of a lot shall not use or interfere with any fire hydrant or other fire fighting or fire safety equipment except in case of emergency or otherwise impede access any way to or obstruct any fire stairs, fire escape or any such equipment.

24. Signage on Common Property

Unless specifically permitted by another by-law of the Owners Corporation, no sign shall be erected or permitted to remain on the common property without prior written approval of the Owners Corporation, other than a sign or signs in place on the date of registration of these by-laws which last mentioned sign or signs shall be entitled to remain so long as the owner or the sign continues to occupy a lot in the strata scheme.

25. Movement of Goods

25.1 An owner or occupier of a lot will permit to be used for the receipt, delivery or other movement of any goods, wares, merchandise or articles of bulk or quantity only such parts of the parcel as the Owners Corporation may permit from time to time and must use such areas and receive, take delivery or move such goods, ware or merchandise or articles within the parcel in accordance with the rules determined by the Executive Committee.

25.2 Any delivery zones in the common property shall be used only for the purposes of loading and delivering goods and items and the manner in which the goods and items are loaded and delivered will be in such a way to minimise the time taken in such delivery zones.

25.3 The Owners Corporation may from time to time make rules and regulations pertaining to the use of the delivery zone areas.

26. Invitees and Licensees to Comply With By-Laws

An owner or occupier of a lot which is the subject to a lease or licence agreement shall take all reasonable steps to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.

27. Invitees to Comply with By-Laws

An owner or occupier of a lot shall take all reasonable steps to ensure that invitees comply with the provisions of the by-laws and that invitees 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.

28. Owners Corporation to Provide for Management of Lots, Common Property etc. and Appoint Manager

The Owners Corporation, in addition to the powers and authorities conferred upon it, shall have as part of the powers and authorities to provide for the management of the

lots and common property and of the building generally the power to appoint any managing agent, enter into any contractual or other arrangement with any person, firm or company (in these by-laws referred to as “the Manager”) under which the Manager is responsible for attending to all or any of the day to day management and maintenance aspects of the building and which contractual or other arrangements may provide for any of the following:

- (a) The cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the Owners Corporation and for its general repair and maintenance or renewal and replacement;
- (b) The provision of services to owners or occupiers consistent with use of lots in the scheme as commercial and/or retail premises;
- (c) The supervision of any employees and/or contractors of the Owners Corporation;
- (d) The control and supervision of the common property generally; and
- (e) Any other matter that may be considered by the Owners Corporation to be necessary or desirable having regard to the operational management requirements of the Owners Corporation.

29. Executive Committee to Make Rules

The Executive Committee appointed from time to time shall have power to make rules and regulations about the use of any facility in the parcel in the interests of the safety of the owners and occupiers and general amenity of the strata scheme.

30. Notice of Defects and Accidents

An owner or occupier of a lot shall, as soon as practicable after becoming aware of any defect in the common property or any personal property vested in the Owners Corporation, or of any accident associated therewith, give notice to the Manager or the strata managing agent of the Owners Corporation or, in the absence of them, to the Executive Committee of that defect or accident.

31. Terms of Owners Corporation Consents and Approvals

Any consent or approval given by the Owners Corporation pursuant to the by-law shall, if practicable, be revocable and may be given subject to conditions.

32. No Smoking

An owner or occupier must not, and must ensure that its invitees do not, smoke on any part of the common property forming part of the building.

33. Behaviour of Owners and Occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or

embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

34. Children Playing on Common Property in Building

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

35. Drying of Laundry Items

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

36. Cleaning Windows and Doors

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

37. Moving Furniture and Other Objects on or Through Common Property

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

38. Floor Coverings

38.1 Definitions

In this by-law, the following definitions and meanings shall apply:

- (i) Words importing the singular include the plural and vice versa;
- (ii) Words importing a gender include any gender;
- (iii) Words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act;
- (iv) Hard flooring means tiles, timber, concrete, terrazzo, marble, floating timber flooring, linoleum or any hard surface flooring or floor covering other than wall to wall carpet;
- (v) “the Owner” means the owner or owners from time to time of each of Lots 1 to 42 of Strata Plan No. 77600 or any subdivision or consolidation of those Lots and excludes the ground floor Lots 1 to 7 and 22 to 28 (inclusive);
- (vi) “the Lot” means each of Lots 1 to 42 in Strata Plan No 77600 or any subdivision or consolidation of those Lots and excludes ground floor Lots 1 to 7 and 22 to 28 (inclusive).

38.2 The Owner must ensure that all floor space within his or her Lot is covered 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, by laying wall to wall carpet and underlay in all rooms within the Lot other than a kitchen, laundry, lavatory or bathroom.

38.3 The underlay shall comply with Australian Standard AS4288 – 2003 for light residential use, or such Australian Standard as supersedes that standard.

38.4 In the event that carpet or underlay is lifted or removed from the floor space within the Lot, the Owner shall immediately lay new carpet and underlay within the Lot in accordance with clauses 2 and 3 of this bylaw.

38.5 This bylaw does not apply to the hard flooring already installed in a Lot located on the ground floor prior to the date of meeting at which this special resolution was made or the floor space comprising a kitchen, laundry, lavatory or bathroom of a Lot.

39. Garbage Disposal

An owner or occupier of a lot must:

- (a) Ensure that before refuse and recyclable materials or waste are placed in the receptacles and in the case of refuse – securely wrapped, in the case of tins or other containers – completely drained, or in the case of recyclable materials or waste – separated and prepared in accordance with the applicable recycling guidelines;
- (b) Ensure that all refuse and recyclable materials or waste are placed in the receptacles designated by the Owners Corporation in the common property;

- (c) 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;
- (d) Not leave any refuse, recyclable materials or waste on the common property except in accordance with by-law 40(b);
- (e) Must sort, store and deal with any refuse, recyclable materials or waste in accordance with the directions from time to time of the Executive Committee; and
- (f) Contact the Executive Committee to remove any large articles of refuse, recyclable materials or waste, including liquids that are poisonous or dangerous to the environment (at the cost of that owner or occupier).

40. Keeping of Animals

- 40.1 Subject to by-law 409A and section 49(4) of the Act, an owner or occupier of a lot must not, without the written approval of the Owners Corporation, keep any animal (except one small cat or small caged bird or fish kept in a secure aquarium on the lot) on the lot.
- 40.2 The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot.
- 40.3 If an owner or occupier of a lot keeps an animal with the approval of the Owners Corporation, or a small cat, a small dog, small caged bird or fish kept in a secure aquarium on the lot then owner or occupier must:
 - (a) Notify the Owners Corporation that the animal is being kept on the lot; and
 - (b) Keep the animal within the lot; and
 - (c) Carry the animal when it is on the common property; and
 - (d) Take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

40A. Keeping of a Small Dog

- 40A.1 An owner or occupier of Lots 43-71 may keep a small dog on the lot.

41. Provision of Amenities or Services

The Executive Committee may determine or enter into arrangements for the provision of the following amenities or services to the common property or to the Owners Corporation:

- (a) window cleaning;
- (b) garbage disposal and recycling services;

(c) electricity, water or gas supply; and

(d) telecommunications services (for example, cable television)

42. Traffic on Common Property

42.1 The Executive Committee has the power to:

(a) Impose a speed limit for traffic in common property;

(b) Impose reasonable restrictions on the use of common property driveways and parking areas;

(c) Install speed humps and other traffic control devices in common property; and

(d) Install signs in relation to parking and to control traffic in common property.

42.2 An owner or occupier of a lot shall comply at all times with any speed limits, restrictions, parking and traffic signs imposed or installed by the Executive Committee.

43. Balconies

43.1 An owner or occupier of a lot must properly maintain furniture on the balconies of its lot and ensure that such furniture is clean and tidy at all times.

43.2 any plants or other vegetation to be kept on the balcony of any lot shall be kept in such a manner with devices to ensure that when the plants and vegetation are watered that no water escapes from the balcony.

44. Visitors Carspaces

The carspaces in the common property dedicated for visitors parking will only be used by visitors to the building and not by any owner or occupier of a lot nor by any staff employed by or customers of any business operating from a lot.

**SPECIAL BY LAW NO.1 INSTALLATION OF PHOTVOLTAIC
ELECTRICITY PANELS AT LOTS 37,50, 51 AND 62**

On 12 March 2013, the Owners Corporation, by the Owners in Annual General Meeting, moved and passed a motion and it was specially resolved that the Owners Corporation create a by-law, the provisions of which by-law are set out below:-

1. For the purposes of this by-law:
 - 1.1 “**Act**” means the Strata Schemes Management Act 1996 (NSW) as amended from time to time;
 - 1.2 “**Approval**” means written approval from the Owners Corporation, via the Executive Committee for the carrying out of the Works with or without conditions;
 - 1.3 “**Common Property**” means the common property of Strata Plan 77600;
 - 1.4 “**Executive Committee**” means the Executive Committee of Strata Plan 77600;
 - 1.5 “**Expert**” means a qualified and licensed industry expert engaged by the Owners Corporation to consider and advise on an Application and to assist the Owners Corporation to make a determination as to whether the Application should be approved and/or whether Remedial Works are required;
 - 1.6 “**Lot**” means a lot in Strata Plan 77600;
 - 1.7 “**Occupier**” means the registered proprietor of a Lot;
 - 1.8 “**Owner**” means the registered proprietor of a Lot;
 - 1.9 “**Owners Corporation**” means the Owners Corporation of Strata Plan 77600;
 - 1.10 “**Remedial Works**” means any works involving the maintenance, repair, removal and/or replacement of items installed as part of the Works;
 - 1.11 “**Strata Manager**” means the strata managing agent engaged by the Owners Corporation from time to time;
 - 1.12 “**Works**” means the installation of a photovoltaic cells and/or modules for the purpose of generating electricity.
2. Where any terms used in this by-law are defined in the *Strata Schemes Management Act 1996* (“**the Act**”), they will have the same meaning those words are attributed under the Act.

3. If this By-Law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.
4. Subject to the provisions of this By-Law, Owners/Occupiers may carry out the Works.
5. Prior to carrying out the Works, the Owner/Occupier must provide to the Owners Corporation, via the Executive Committee or Strata Manager, the following:
 - 5.1 details of the supplier, manufacturer and/or contractor(s) the Owner/Occupier will use;
 - 5.2 evidence that the product, supplier and installer are Clean Energy Council accredited;
 - 5.3 the specifications, model and make of the proposed photovoltaic modules and/or cells, where applicable, a pamphlet from the supplier;
 - 5.4 a scale plan of the proposed location of the modules and/or cells;
 - 5.5 evidence that the Works will preserve the architectural integrity of the building;
 - 5.6 a copy of the contract between the Owner/Occupier and each licensed contractor engaged or to be engaged in relation to the Works;
 - 5.7 approvals from the relevant statutory/regulatory authorities;
 - 5.8 documentary proof that the licensed contractor(s) engaged to do the Works have taken out the following insurance policies in the name of the Owner/Occupier:
 - 5.8.1 insurance required under the *Home Building Act 1989* or any succeeding act;
 - 5.8.2 workers compensation insurance for employees of the contractor; and
 - 5.8.3 public liability insurance;
 - 5.8.4 any other document reasonably requested by the Executive Committee.
6. The Executive Committee or Strata Manager will consider the Application within 14 days of receipt of same and will advise the Owner/Occupier if all requirements have been satisfied or whether there are any additional reasonable requirements to be satisfied. The Approval will not be unreasonably withheld.

7. Notwithstanding clauses 5 and 6 above, if the Owners Corporation intends to install photovoltaic cells and/or modules for the purpose of generating electricity in the future for all units, it will not be restricted by the terms of this by-law, but will do so in the best interests of the Strata Scheme as a whole.
8. The Executive Committee or Strata Manager may engage an Expert to provide advice to assist in its determination of the Application.
9. In relation to clause 8, if the Executive Committee or Strata Manager engages an Expert, all associated costs/fees/disbursements will be paid by the Owner/Occupier.
10. The Owner/Occupier is responsible for the costs and related disbursements of the Works.
11. In respect of the Remedial Works the Occupier/Owner will:
 - 11.1 carry these out when and where necessary; and
 - 11.2 the Owners Corporation may engage an Expert from time to time to advise on Remedial Works; and
 - 11.3 notify the Owners Corporation in writing before they are carried out;
 - 11.4 comply with any reasonable directions of the Owners Corporation:
 - 11.4.1 if the Owner fails to comply with a direction, of the Owners Corporation within three (3) months of the date of the direction, the Owners Corporation may enter the Lot and carry out the Remedial Works and recover any costs/fees/disbursements from the Owner; and
 - 11.5 bear the costs/fees/disbursements of the Remedial Works including the cost of engaging an Expert.
12. The Works and Remedial Works are to be carried out:
 - 12.1 by properly qualified, licensed and accredited installers and/or contractors with a registered ABN;
 - 12.2 with due skill and care using proper materials that are in keeping with the architectural integrity and standard of the building;
 - 12.3 in accordance with the requirements of the manufacturer and any relevant statutory/regulatory authority;
 - 12.4 in compliance with all reasonable requirements of the Owners Corporation and Executive Committee;

- 12.5 in accordance with the Building Code of Australia and any other Australian Standards as applicable;
- 12.6 in a way which least disrupts access by residents to and from the Common Property and their Lots and minimising disruption of their peaceful enjoyment;
- 12.7 minimising vibration, noise, dust and dirt;
- 12.8 promptly and completely removing all rubbish from the property resulting from the Works and completely removing all debris;
- 12.9 ensuring that the security of the property is maintained throughout the performance of the Works;
- 12.10 keeping all areas of the property as clean and tidy as possible; and
- 12.11 promptly repair any damage to any part of the building caused by the Works and/or Remedial Works.

13. In the event a Lot or Common Property is damaged as a result of the Works or Remedial Works all costs associated with rectifying the damage are payable by the Owner/Occupier.

14. The Owner/Occupier will insure the Works and make no claim upon the Owners Corporation's insurance in respect of anything arising out of the Works. If requested by the Owners Corporation, the Owner/Occupier will provide a copy of the policy to the Owners Corporation and evidence of its currency.

15. The Owners/Occupier will indemnify and keep indemnified the Owners Corporation against the following, arising directly or indirectly from the Works or from the failure to comply with this By-Law:
 - 15.1 All actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought or made against the Owners Corporation;
 - 15.2 Any sum payable by way of increased premiums;
 - 15.3 Any costs or damages incurred by or for which the Owners Corporation is or becomes liable.

16. The Owner/Occupier will sign all documents and do all things necessary to give full effect of this by-law.

SPECIAL BY-LAW 2 - FENCING

A. DEFINITIONS

In this by-law, the following definitions and meanings shall apply:

- (i) Words importing the singular include the plural and vice versa;
- (ii) Words importing a gender include any gender;
- (iii) Words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act;
- (iv) **"the Act"** means the Strata Schemes Management Act 1996 (NW) as amended from time to time.
- (v) **"the Lots"** means each of Lots 51 to 58 in Strata Plan No. 77600 and any subdivision or consolidation of those Lots.
- (vi) **"the Owner"** means the owner or owners from time to time of each of the Lots.
- (vii) **"the Works"** means the installation of an aluminium tubular pool fence with rod top in a colour and style that is in keeping with the rest of the building with supporting posts to be concreted to the ground. Such fence is to be erected along the common boundary between any two of the Lots to divide each courtyard from the other. For the sake of clarity, this by-law excludes the southern fences of all of the Lots, the eastern fence of Lot 58 and the western fence of Lot 51 which are common property.

B. GRANT OF RIGHTS

1. Subject to the conditions in paragraph C of this by-law, the Owner will have:
 - (a) a special privilege in respect of the common property to attach and affix the Works to and on the common property and keep them so attached and affixed; and
 - (b) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by the Works.

For the purpose of this by-law it is noted that some of the Works have already been performed prior to the date of approval of this by-law.

C. CONDITIONS

Repairs and Maintenance

1. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
2. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.

3. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

Before the Works

4. Before starting the Works, the Owner must:
 - (a) provide the Owners Corporation with evidence of currency for the duration of the Works of Contractors' All Risk insurance cover to a minimum of \$10,000,000, with an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works); and
 - (b) confirm by Survey the width and breadth of the area to be fenced.

Performance of the Works

5. In performing the Works, the Owner must:
 - (a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
 - (b) comply with the Building Code of Australia and all pertinent Australian Standards;
 - (c) not allow the obstruction of reasonable use of the common property in the course of the Works, by construction materials, tools, machines, debris or motor vehicles;
 - (d) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the Owners Corporation;
 - (e) move building materials, tools and debris through the common property in a manner that minimises the risk of damage to common property;
 - (f) remove all debris generated by the works regularly from the building and not store it on common property or leave it in the Owners Corporation's rubbish bins;
 - (g) protect all areas of the building outside the Lots from damage by the Works or by the transportation of construction materials, equipment and debris;
 - (h) keep all areas of the building outside the Lots clean and tidy throughout the performance of the Works; and
 - (i) only perform the Works between the hours of 8.00 am and 4.30 pm from Monday to Friday and between 9.00 am and 1.00 pm on Saturday, excluding public holidays.

Damage

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

Indemnity

7. The owner must indemnify the Owners Corporation against any liability or expense arising out of the Works, including the use, repair, maintenance, renewal and replacement of the Works.

Right to Remedy Default

8. If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner.
9. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lots for the purpose of carrying out the Works referred to in clause 8 above.
10. All costs payable by the Owner pursuant to clause 8 above, shall be payable as a debt due to the Owners Corporation and if not paid at the end of one month after becoming due and payable, shall bear, until paid, simple interest at an annual rate of 10%, or such other rate as is provided in the Strata Schemes Management Regulation 2010 or any Regulation which replaces that Regulation.

Special By-Law No. 3 – Renovations (lot 68)

1. Introduction

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

2. Definitions & Interpretation

2.1 In this by-law:

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

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

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

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

“Lot” means lot 68 within the Strata Scheme.

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

“Occupier” means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

“Owner” means the owner of the Lot and that owner’s successors in title.

“Owners Corporation” means the owners corporation for the Strata Scheme.

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

“Strata Plan” means the strata plan for the Strata Scheme.

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

“Strata Legislation” means the Development Act and the Management Act.

“Works” means moving out an external wall, as shown on the plan annexed to this by-law, including all relevant ancillary works.

2.2 In this by-law:

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

- 2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- 2.2.3 words importing the singular number include the plural and vice versa,
- 2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,
- 2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- 2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Strata Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- 2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and
- 2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

- 3.1.1 For the purpose of improving or enhancing the Common Property the Owner may conduct the Works on the Common Property. If requested by the Owner, the Owners Corporation must promptly sign any landowner consent required so that the Owner can lodge a development or other application to the local council or any other consent authority in relation to the Works.

3.2 The Grant of Exclusive Use

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

3.3 Rights of the Owners Corporation

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

3.4 Responsibility for Maintenance and Upkeep

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

4. Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:

4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works; and

4.1.1.2 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy.

4.1.1.3 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law, and

4.1.1.4 if not already provided, provide to the Owners Corporation a certificate from a qualified engineer addressed to the Owners Corporation certifying that the Works will not affect the structural integrity of the Building.

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

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

4.2 During the Conduct of the Works

4.2.1 During the Works the Owner must:

4.2.1.1 Standard of Workmanship

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

4.2.1.2 Appearance of the Works

Make sure the Works are consistent in appearance with the rest of the Strata Scheme.

4.2.1.3 Debris

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

4.2.1.4 Storage of Building Materials on Common Property

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

4.2.1.5 Times for Renovations

ensure that the Works are only carried out between the hours of 7.00am – 4.30pm on Monday – Friday and 8.00 am – 12 noon Saturday and are not performed on Sundays or public holidays,

4.2.1.6 Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 8.00 am – 3.00 pm Monday – Friday and 8.00 am – 12noon Saturday and are not used on Sundays or public holidays.

4.2.1.7 Interruption to Services

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

4.2.1.8 Costs of Works

pay all costs associated with the Works,

4.2.1.9 Comply with All Laws

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

4.2.1.10 Right of Access

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

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, each Owner must:

- 4.3.1.1 promptly notify the Owners Corporation that the Works are complete,
- 4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and
- 4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

4.4 Enduring Obligations

The Owner must:

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

4.5 Indemnity

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

4.6 Access

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

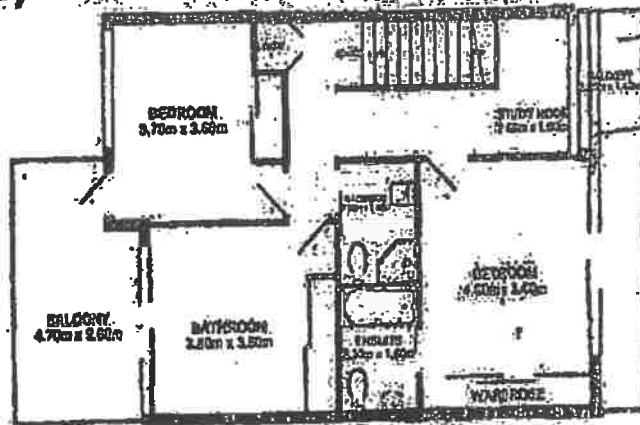
5. Breach of this By-Law

5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- 5.1.1 rectify any such breach,

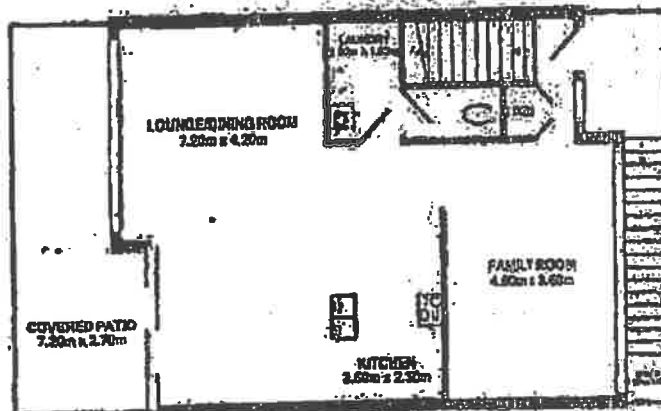
- 5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
- 5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

68/48a Consul Road, Brookvale

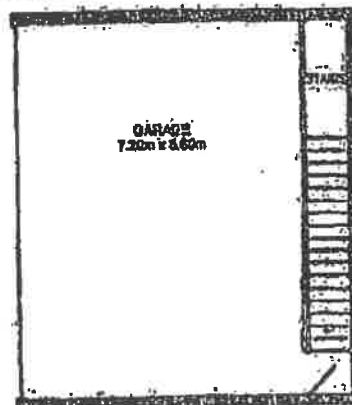


Balcony
Study room window partitioned to be in line with Master Bedroom

First Floor



Entry Level



Lower Garage



Special By-Law No. 4 – Exhaust Fans (All Lots)

1. Introduction

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

2. Definitions & Interpretation

2.1 In this by-law:

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

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

“**Development Act**” means the *Strata Schemes Development Act 2015*.

“**Lot**” means all lots within the Strata Scheme.

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

“**Owner**” means the owner of a Lot for the time being and that owner’s successors in title. Where relevant a reference to **Owner** will be to the Owner who carried out particular Works or whose Lot benefits from or is serviced by particular Works.

“**Owners Corporation**” means the owners corporation for the Strata Scheme.

“**Strata Committee**” means the strata committee of the Owners Corporation.

“**Strata Plan**” means the strata plan for the Strata Scheme.

“**Strata Scheme**” means the Strata Scheme in respect of which this by-law applies.

“**Strata Legislation**” means the Development Act and the Management Act.

“**Works**” means the installation (by or on behalf of an Owner), replacement or upgrading of an exhaust fan or extractor fan to extract air from that Owner’s Lot. Where relevant, a reference to **Works** means the Works which service or will service a particular Owner’s Lot.

2.2 In this by-law:

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

- 2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- 2.2.3 words importing the singular number include the plural and vice versa,
- 2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,
- 2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- 2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Strata Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- 2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and
- 2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

- 3.1.1 Each Owner has a special privilege to and is specifically authorised to conduct the Works.
- 3.1.2 For any Owner who carried out Works before this by-law was passed, that Owner has a special privilege to keep and maintain the Works, subject to the terms of this by-law (including but not limited to clauses 3.4, 4.4 and 4.5).

3.2 The Grant of Exclusive Use

- 3.2.1 Each Owner will have a right of exclusive use and enjoyment of so much of their Works as comprise part of the Common Property, and so much of the Common Property as is required to hold the Works, on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

- 3.3.1 The right of exclusive use and enjoyment granted to each Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that

Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

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

4. Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:

4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works; and

4.1.1.2 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy.

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

4.2 During the Conduct of the Works

4.2.1 For such of the Works as are not already done, during the Works an Owner must:

4.2.1.1 Standard of Workmanship

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

4.2.1.2 Appearance of the Works

ensure the Works are carried out and completed in a manner which is in keeping with the rest of the Strata Scheme, so that any externally visible parts of the exhaust fans installed by different owners are consistent in appearance,

4.2.1.3 Debris

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

4.2.1.4 Storage of Building Materials on Common Property

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

4.2.1.5 Times for Renovations

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

4.2.1.6 Interruption to Services

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

4.2.1.7 Costs of Works

pay all costs associated with the Works,

4.2.1.8 Comply with All Laws

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

4.2.1.9 Right of Access

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

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, each Owner must:

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

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

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

4.4 Enduring Obligations

Each Owner must:

- 4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,
- 4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired,
- 4.4.3 ensure that and any holes or penetrations made to enable any part of the exhaust fan (or their associated equipment) to enter or service the Lot are at all times adequately sealed and waterproofed, and
- 4.4.4 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works (for example, the conditions of the Local Council's approval for the Works).

4.5 Indemnity

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

4.6 Access

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

5. Breach of this By-Law

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

Special By-Law No. 5 – Air Conditioners (All Lots)

1. Introduction

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

2. Definitions & Interpretation

2.1 In this by-law:

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

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

“**Development Act**” means the *Strata Schemes Development Act 2015*.

“**Lot**” means all lots within the Strata Scheme, and where relevant, means the Lot which is serviced by particular Works.

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

“**Owner**” means all owners of a Lot for the time being and their successors in title. Where relevant “**Owner**” means the owner of the Lot which a particular air conditioner services.

“**Owners Corporation**” means the owners corporation for the Strata Scheme.

“**Strata Committee**” means the Strata Committee of the Owners Corporation.

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

“**Strata Plan**” means the strata plan for the Strata Scheme.

“**Strata Scheme**” means the Strata Scheme in respect of which this by-law applies.

“**Strata Legislation**” means the Development Act and the Management Act.

“**Works**” means the installation, maintenance, repair and replacement of an air conditioning unit, including such pipes wires and conduits as are necessary (including through a wall) to connect the air conditioner to service the inside of the Lot, and where relevant this includes air conditioners which were in existence as at the date of registration of the Strata Plan. Where relevant, Works means the Works which service or will service a particular Owner’s Lot.

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

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

- 3.1.1 Each Owner is specifically authorised to and has a special privilege to conduct the Works.
- 3.1.2 If any Owner had carried out Works before this by-law was passed, then that Owner has a special privilege to keep and maintain those Works, subject to the terms of this by-law.

3.2 The Grant of Exclusive Use

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

3.3 Rights of the Owners Corporation

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

3.4 Responsibility for Maintenance and Upkeep

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

3.4.2 The Owners Corporation specially resolves and has specially resolved pursuant to section 106(3) of the Act that:

- (a) it is inappropriate to maintain, renew, replace or repair any air conditioner (or any part of it) servicing one Lot; and
- (b) this decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

4. Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 For Works that have not been done as at the date this by-law was passed, before commencing the Works, each Owner must:

- 4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works; and
- 4.1.1.2 if requested, and for any contractor carrying out the Works on that Owner's behalf, obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy.

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

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

4.2 During the Conduct of the Works

4.2.1 During the Works each Owner must:

4.2.1.1 Standard of Workmanship and Functionality

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used, and involve as minimal alterations to Common Property as possible, and ensure that adequate drainage is provided for,

4.2.1.2 Appearance of the Works

ensure the Works are carried out and completed in a manner which is in keeping with the rest of the Strata Scheme, so that any externally visible parts of the air conditioners installed by different owners are consistent in appearance,

4.2.1.3 Quality of the Works

make certain the Works are in accordance with any specification,

4.2.1.4 Debris

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

4.2.1.5 Storage of Building Materials on Common Property

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

4.2.1.6 Times for Renovations

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

4.2.1.7 Interruption to Services

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

4.2.1.8 Costs of Works

pay all costs associated with the Works,

4.2.1.9 Comply with All Laws

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

4.2.1.10 Right of Access

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

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, each Owner must:

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

4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, including without limitation rendering and painting the outside of the Building back to the original condition with the paintwork repairs being colour-matched to the building by a qualified colour expert, and

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

4.4 Enduring Obligations

Each Owner must:

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

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

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

4.4.4 ensure that:

(a) the Works do not create any excessive noise or otherwise interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using their lot or the Common Property;

(b) any holes or penetrations made to enable any part of the air-conditioners to enter the Lot are at all times adequately sealed and waterproofed; and

- (c) the air-conditioning units have appropriate fittings to make certain that any condensation does not drip onto any other part of the Building.

4.5 Indemnity

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

4.6 Access

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

5. Breach of this By-Law

- 5.1 If an Owner breaches any condition of this by-law and fails to rectify that breach within 14 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- 5.1.1 rectify any such breach,

- 5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and

- 5.1.3 recover as a debt due from that Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

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

Special By-Law No. 6 – Kitchen and Bathroom Renovations (All Lots)

1. Introduction

- 1.1 This by-law authorises Works to be conducted on Common Property by each Owner.

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

2. Definitions & Interpretation

- 2.1 In this by-law:

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

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

“Development Act” means the *Strata Schemes Development Act 2015*.

“Lot” means all lots within the Strata Scheme.

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

“Owner” means the owner of a Lot for the time being and that owner’s successors in title. Where relevant a reference to **Owner** will be to the Owner who carried out or intends to carry out particular Works or whose Lot was or is benefited or affected by particular Works.

“Owners Corporation” means the owners corporation for the Strata Scheme.

“Strata Committee” means the strata committee of the Owners Corporation.

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

“Strata Plan” means the strata plan for the Strata Scheme.

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

“Strata Legislation” means the Development Act and the Management Act.

“Works” means:

- (a) Bathroom renovations, including removal of tiles, removal of fixtures, waterproofing, new lights in the ceiling, new floor and wall tiles, new fixtures and affixing them to walls, new plumbing including chasing pipes into common property walls, new floor drains, affixing new fixtures to walls, and all associated electrical and plumbing works; and
- (b) Kitchen renovations, including removal of tiles and flooring, removal of fixtures, new lights in the ceiling, new flooring, new fixtures and affixing them to walls, new plumbing including chasing pipes into common property walls, rangehoods including ducting them through common property walls (so they are consistent in appearance with the Building) and ceilings and all associated electrical and plumbing works,

and where relevant Works means the Works which service a particular Owner’s Lot.

2.2 In this by-law:

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

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

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

- 3.1.1 Each Owner is specifically authorised to and has a special privilege to conduct the Works on the Common Property.
- 3.1.2 If any Owner had carried out Works before this by-law was passed, then that Owner has a special privilege to keep and maintain those Works, subject to the terms of this by-law.

3.2 The Grant of Exclusive Use

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

3.3 Rights of the Owners Corporation

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

3.4 Responsibility for Maintenance and Upkeep

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

4. Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 For Works that have not been done as at the date this by-law was passed, before commencing the Works, each Owner must:

4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works; and

4.1.1.2 if requested, and for any contractor carrying out the Works on that Owner's behalf, obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractor's all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy.

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

4.2 During the Conduct of the Works

4.2.1 During the Works, an Owner must:

4.2.1.1 Standard of Workmanship and replacement of pipes

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons (including qualified plumbers to do all plumbing work and qualified electricians to do all electrical work) utilising only first quality materials which are good and suitable for the purpose for which they are used, and must, if renovating a bathroom, waterproof all bathroom floors and other wet areas forming part of the Works to the relevant Australian Standard;

4.2.1.2 Time for Completion of Works

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

4.2.1.3 Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the Owners Corporation,

4.2.1.4 Debris

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

4.2.1.5 Storage of Building Materials on Common Property

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

4.2.1.6 Times for Renovations

ensure that the Works are only carried out between the hours of 8.00am – 4.30pm on Monday – Friday and are not performed on weekends or public holidays,

4.2.1.7 Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 8.00am – 3.00pm Monday – Friday and are not performed on weekends or public holidays,

4.2.1.8 Interruption to Services

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

4.2.1.9 Vehicles

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

4.2.1.10 Costs of Works

pay all costs associated with the Works,

4.2.1.11 Comply with All Laws

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

4.2.1.12 Right of Access

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

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, each Owner must:

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

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

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

4.4 Enduring Obligations

Each Owner must:

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

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

4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works (for example, the conditions of the Local Council's approval for the Works).

4.5 Indemnity

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

4.6 Access

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

5. Breach of this By-Law

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

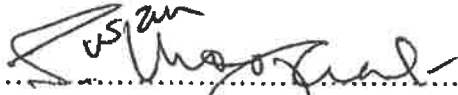
Special bylaw No. 7 - No Smoking (All Lots)

1. In this by-law:
- (a) “**Common Property**” means the common property for the Strata Scheme.
 - (b) “**External Areas**” means any external parts of a Lot or external areas forming part of a Lot, including a courtyard, garden area, patio, balcony, verandah, terrace or deck.
 - (c) “**Lot**” means all lots within the Strata Scheme.
 - (d) “**Occupier**” means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.
 - (e) “**Owner**” means the owner of a Lot and that owner’s successors in title.
 - (f) “**Strata Scheme**” means the Strata Scheme in respect of which this by-law applies.
2. An Owner or Occupier of a Lot must not smoke or allow smoking on or within the Common Property or on any External Areas. For clarity, this means an Owner or Occupier of a Lot may only smoke or allow smoking within the internal part of their Lot, with all external doors (separating the Lot from Common Property) closed.
3. In addition to clause 2, an Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the common property or any other Lot.

4. Without limiting clause 2, each Owner and each Occupier must not allow any invitee to their Lot to smoke on or within the Common Property or on any External Areas.

This is page 45 of a total of 45 pages and is the annexure "A" to the Consolidation/Change of by-laws dated the 20 day of July 2017

The common seal of the Proprietors of Strata Plan 77600 was hereunto affixed on the 20 day of July 2017 in the presence of



being the persons authorised by section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.



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 77600 was affixed on 20 July 2017 in the presence of the following person(s) authorised under Section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature *B McCormack* Name: *C. McCormack* Authority: Strata Managing Agent
Christine

Signature */* Name: */* Authority: Strata Managing Agent



Form: 15CH
Release: 2.1
Licence: 01-05-086
Licensee: LEAP Legal Software Pty Limited
Firm name: J.S. Mueller & Co

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



AP315122C

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/SP77600	
(B) LODGED BY	Document Collection Box 47 V	Name, Address or DX, Telephone, and Customer Account Number if any LLPN 123012 E H.M. Allen & Co. DX 437 Sydney Ph 9232 3652
	Reference:	JSM 33776
		CODE CH

- (C) The Owners-Strata Plan No 77600 certify that a special resolution was passed on 18 March 2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows-
- (E) Repealed by-law No Not Applicable
Added by-law No Special By-Laws 8, 9, 10 and 11
Amended by-law No Not Applicable
as fully set out below:
See Annexure "A" Hereto
- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A".
- (G) The seal of the Owners-Strata Plan No 77600 was affixed on 3 June 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: Murray Cameron
Authority: Strata Manager
Signature: _____
Name: _____
Authority: _____





JS MUELLER & CO
LAWYERS

STRATA PLAN NO. 77600

CONSOLIDATION OF BY-LAWS

ANNEXURE "A"

The seal of The Owners - Strata Plan No. 77600 was affixed on 3 June 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name(s):

Murray Cameron

Authority:

Strata Manager



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By-Laws 1-44 for Strata Plan 77600

I. Definitions and Interpretation

1.1 In these by-laws, unless a contrary intention appears:

- (a) "Act" means the Strata Schemes Management Act 1996;
- (b) "Building" means the building as defined in the Act, the subject of these by-laws;
- (c) "Executive Committee" means the executive committee as defined in the Act;
- (d) "Manager" means the person appointed by the Owners Corporation as its strata managing agent under Section 26 of the Act and, if no person is for the time being so appointed, the secretary of the Owners Corporation;
- (e) "Owners Corporation" means the owners corporation as defined in the Act in respect of the strata scheme for the building;
- (f) "Strata Plan" means the strata plan registered in respect of the building.
- (g) "Strata Scheme" means the strata schemes as defined in the Act in respect of the Strata Plan;
- (h) "Vendor" means Globe Projects Pty Limited and/or Foxdale Constructions Pty Limited.

1.2 In these by-laws, unless the context otherwise requires:

- (a) Headings are for convenience only and do not affect the interpretation of the by-laws;
- (b) Words importing the singular include the plural and vice versa;
- (c) Words importing a gender include any gender;
- (d) An expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation or body corporate;
- (e) 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;
- (f) A reference to any thing includes a part of that thing;

(g) A reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and

(h) A word or words not defined in these by-laws having a definition in the Act shall have that definition.

2. Noise

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

3. Vehicles etc. On Common Property

An owner or occupier of a lot shall not park or stand any motor or other vehicle upon any part of the common property except with the approval in writing of the Owners Corporation.

4. Obstruction of Common Property

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

5. Damage to Lawns etc. on Common Property

An owner or occupier of a lot shall not damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property.

6. Compensation for Damage to Common Property

The owner of a lot shall be liable to compensate the Owners Corporation in respect of all damage to the common property or personal property vested in it caused by such owner, an invitee of such owner, an occupier of that owner's lot or an invitee or such occupier.

7. Not to Damage Common property

7.1 An owner or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the common property without the approval in writing of the Owners Corporation but this by-law does not prevent an owner or person authorised by him from installing:

(a) Any locking or other safety device for protection of his lot against intruders; or

(b) Any device used to affix decorative or other items to the internal surfaces of the walls in the owner's lot;

Subject to the locking or safety device or other device as the case may be being installed in a workmanlike manner and subject to its appearance after it has been installed, being in keeping with the appearance of the rest of the building.

7.2 Notwithstanding Section 62 of the Act:

(a) The owner of a lot shall maintain and keep in a state of good and serviceable repair any installation referred to in by-law 7.1 that services the lot; and

(b) Repair any damage caused to any part of the common property by the installation or removal of any device installed by the owner referred to in by-law 7.1.

8. Deposit Rubbish etc. on Common Property

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

9. Reporting Breakages of Glass etc.

An owner or occupier of a lot shall immediately report to the Owners Corporation any breakages of glass in windows and doors on the boundary of the lot, including so much as is common property.

10. Storage of Inflammable Liquids

10.1 An owner or occupier of a lot shall not, except with the approval in writing of the Owners Corporation use or store upon his lot or upon the common property any inflammable chemical, liquid or gas or other material.

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

11. Appearance of Lot

An owner or occupier of a lot shall not, without the written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that viewed from outside the lot is not in keeping with the rest of the building.

12. Screens, Blinds, Solar Film etc.

An owner or occupier of a lot shall not erect or apply any blinds, shutters, window treatments, security devices (including grilles and doors) screens or awnings which may be visible from outside the building, any other lot or from the common property without the prior written approval of the Owners Corporation.

13. Not Misuse Elevators

An owner or occupier of a lot shall not misuse or permit to be misused any elevator within or upon the common property and shall not obstruct or damage the same or otherwise interfere with or impede its normal operation.

14. Change in Use of Lot to be Notified

An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in any way (after obtaining necessary approvals) that may affect the insurance premiums for the strata scheme (for example, if the change in use results in hazardous activity being carried out on a lot).

15. No Alteration to Internal Walls or Structural Features

An owner or occupier of a lot shall not effect any alteration or addition to structural features of a lot without the prior written approval of the Owners Corporation provided that such approval shall not be unreasonably withheld.

16. Water Closet and Water Apparatuses

An owner or occupier of a lot shall not use any water closet or other water apparatus in the building for any purpose other than the purpose for which it was constructed and shall not deposit or throw any sweepings, rubbish, rags, napkins or any other similar articles into that apparatus.

17. Not Alter Air Conditioning, Ducting etc.

An owner or occupier of a lot shall not modify any existing air conditioning unit, ventilator or associated ducting which forms part of common property without the prior written approval of the Owners Corporation.

18. Vendor's right to Sell

For such time as the Vendor remains an owner of a lot in the strata scheme, that company shall have a special privilege to conduct selling or leasing activities within the parcel, including the common property.

19. Vendor's Right to Erect Signs etc.

The Vendor shall (whilst it owns a lot in the strata scheme) have a special privilege to:

- (a) Erect upon common property signs advertising the sale of or lease of lots in the strata scheme; and
- (b) To bring third parties onto common property for the purposes of inspection of common property and lots with a view to purchasing or leasing a lot.

20. Executive Committee May Ensure Security

The Executive Committee may take all reasonable steps to ensure the security of the parcel and buildings from intruders or to preserve its safety from fire or other hazard and including without limitation the power to close off any part of the common property not required for ingress or egress to a lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by owners or occupiers of lots to any such part of the common property.

21. Keys

If the Owners Corporation in the exercise of any of its powers under these by-laws restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device:

- (a) The Owners Corporation may make such number of keys or operating devices as it determines available to owners free of charge;
- (b) The Owners Corporation may at its discretion make additional numbers of the keys or devices available to owners on the payment of such reasonable charge as may be determined from time to time by the Executive Committee;
- (c) The owner of a lot to whom any key or any operating system is given under this by-law must:
 - (i) Exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot; and
 - (ii) must take reasonable precautions to ensure that return of the keys or devices to the owner or the Owners Corporation when the occupier ceases to be an occupier and must include an appropriate covenant to this effect in the lease or licence of a lot to any such occupier; and
- (d) The owner or occupier of a lot into whose possession any key or device referred to in this by-law has come must not duplicate it or cause to be duplicated and must take all reasonable precautions to ensure that the key or device is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the Owners Corporation.

22. Not Interfere with Security and Keep Fire Doors Locked

An owner or occupier of a lot shall not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede the security, fire or other safety of the parcel or any part thereof and including without limitation ensure that all fire and security doors and windows (including ancillary apparatus or appliances) are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

23. Not Interfere with Fire Fighting Equipment

An owner or occupier of a lot shall not use or interfere with any fire hydrant or other fire fighting or fire safety equipment except in case of emergency or otherwise impede access any way to or obstruct any fire stairs, fire escape or any such equipment.

24. Signage on Common Property

Unless specifically permitted by another by-law of the Owners Corporation, no sign shall be erected or permitted to remain on the common property without prior written approval of the Owners Corporation, other than a sign or signs in place on the date of registration of these by-laws which last mentioned sign or signs shall be entitled to remain so long as the owner or the sign continues to occupy a lot in the strata scheme.

25. Movement of Goods

25.1 An owner or occupier of a lot will permit to be used for the receipt, delivery or other movement of any goods, wares, merchandise or articles of bulk or quantity only such parts of the parcel as the Owners Corporation may permit from time to time and must use such areas and receive, take delivery or move such goods, ware or merchandise or articles within the parcel in accordance with the rules determined by the Executive Committee.

25.2 Any delivery zones in the common property shall be used only for the purposes of loading and delivering goods and items and the manner in which the goods and items are loaded and delivered will be in such a way to minimise the time taken in such delivery zones.

25.3 The Owners Corporation may from time to time make rules and regulations pertaining to the use of the delivery zone areas.

26. Invitees and Licensees to Comply With By-Laws

An owner or occupier of a lot which is the subject to a lease or licence agreement shall take all reasonable steps to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.

27. Invitees to Comply with By-Laws

An owner or occupier of a lot shall take all reasonable steps to ensure that invitees comply with the provisions of the by-laws and that invitees 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.

28. Owners Corporation to Provide for Management of Lots, Common Property etc. and Appoint Manager

The Owners Corporation, in addition to the powers and authorities conferred upon it, shall have as part of the powers and authorities to provide for the management of the

lots and common property and of the building generally the power to appoint any managing agent, enter into any contractual or other arrangement with any person, firm or company (in these by-laws referred to as "the Manager") under which the Manager is responsible for attending to all or any of the day to day management and maintenance aspects of the building and which contractual or other arrangements may provide for any of the following:

- (a) The cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the Owners Corporation and for its general repair and maintenance or renewal and replacement;
- (b) The provision of services to owners or occupiers consistent with use of lots in the scheme as commercial and/or retail premises;
- (c) The supervision of any employees and/or contractors of the Owners Corporation;
- (d) The control and supervision of the common property generally; and
- (e) Any other matter that may be considered by the Owners Corporation to be necessary or desirable having regard to the operational management requirements of the Owners Corporation.

29. Executive Committee to Make Rules

The Executive Committee appointed from time to time shall have power to make rules and regulations about the use of any facility in the parcel in the interests of the safety of the owners and occupiers and general amenity of the strata scheme.

30. Notice of Defects and Accidents

An owner or occupier of a lot shall, as soon as practicable after becoming aware of any defect in the common property or any personal property vested in the Owners Corporation, or of any accident associated therewith, give notice to the Manager or the strata managing agent of the Owners Corporation or, in the absence of them, to the Executive Committee of that defect or accident.

31. Terms of Owners Corporation Consents and Approvals

Any consent or approval given by the Owners Corporation pursuant to the by-law shall, if practicable, be revocable and may be given subject to conditions.

32. No Smoking

An owner or occupier must not, and must ensure that its invitees do not, smoke on any part of the common property forming part of the building.

33. Behaviour of Owners and Occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or

embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

34. Children Playing on Common Property in Building

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

35. Drying of Laundry Items

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

36. Cleaning Windows and Doors

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

37. Moving Furniture and Other Objects on or Through Common Property

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

38. Floor Coverings

38.1 Definitions

In this by-law, the following definitions and meanings shall apply:

- (i) Words importing the singular include the plural and vice versa;
- (ii) Words importing a gender include any gender;
- (iii) Words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act;
- (iv) Hard flooring means tiles, timber, concrete, terrazzo, marble, floating timber flooring, linoleum or any hard surface flooring or floor covering other than wall to wall carpet;
- (v) "the Owner" means the owner or owners from time to time of each of Lots 1 to 42 of Strata Plan No. 77600 or any subdivision or consolidation of those Lots and excludes the ground floor Lots 1 to 7 and 22 to 28 (inclusive);
- (vi) "the Lot" means each of Lots 1 to 42 in Strata Plan No 77600 or any subdivision or consolidation of those Lots and excludes ground floor Lots 1 to 7 and 22 to 28 (inclusive).

38.2 The Owner must ensure that all floor space within his or her Lot is covered 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, by laying wall to wall carpet and underlay in all rooms within the Lot other than a kitchen, laundry, lavatory or bathroom.

38.3 The underlay shall comply with Australian Standard AS4288 – 2003 for light residential use, or such Australian Standard as supersedes that standard.

38.4 In the event that carpet or underlay is lifted or removed from the floor space within the Lot, the Owner shall immediately lay new carpet and underlay within the Lot in accordance with clauses 2 and 3 of this bylaw.

38.5 This bylaw does not apply to the hard flooring already installed in a Lot located on the ground floor prior to the date of meeting at which this special resolution was made or the floor space comprising a kitchen, laundry, lavatory or bathroom of a Lot.

39. Garbage Disposal

An owner or occupier of a lot must:

- (a) Ensure that before refuse and recyclable materials or waste are placed in the receptacles and in the case of refuse – securely wrapped, in the case of tins or other containers – completely drained, or in the case of recyclable materials or waste – separated and prepared in accordance with the applicable recycling guidelines;
- (b) Ensure that all refuse and recyclable materials or waste are placed in the receptacles designated by the Owners Corporation in the common property;

- (c) 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;
- (d) Not leave any refuse, recyclable materials or waste on the common property except in accordance with by-law 40(b);
- (e) Must sort, store and deal with any refuse, recyclable materials or waste in accordance with the directions from time to time of the Executive Committee; and
- (f) Contact the Executive Committee to remove any large articles of refuse, recyclable materials or waste, including liquids that are poisonous or dangerous to the environment (at the cost of that owner or occupier).

40. Keeping of Animals

- 40.1 Subject to by-law 409A and section 49(4) of the Act, an owner or occupier of a lot must not, without the written approval of the Owners Corporation, keep any animal (except one small cat or small caged bird or fish kept in a secure aquarium on the lot) on the lot.
- 40.2 The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot.
- 40.3 If an owner or occupier of a lot keeps an animal with the approval of the Owners Corporation, or a small cat, a small dog, small caged bird or fish kept in a secure aquarium on the lot then owner or occupier must:
 - (a) Notify the Owners Corporation that the animal is being kept on the lot; and
 - (b) Keep the animal within the lot; and
 - (c) Carry the animal when it is on the common property; and
 - (d) Take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

40A. Keeping of a Small Dog

- 40A.1 An owner or occupier of Lots 43-71 may keep a small dog on the lot.

41. Provision of Amenities or Services

The Executive Committee may determine or enter into arrangements for the provision of the following amenities or services to the common property or to the Owners Corporation:

- (a) window cleaning;
- (b) garbage disposal and recycling services;

- (c) electricity, water or gas supply; and
- (d) telecommunications services (for example, cable television)

42. Traffic on Common Property

42.1 The Executive Committee has the power to:

- (a) Impose a speed limit for traffic in common property;
- (b) Impose reasonable restrictions on the use of common property driveways and parking areas;
- (c) Install speed humps and other traffic control devices in common property; and
- (d) Install signs in relation to parking and to control traffic in common property.

42.2 An owner or occupier of a lot shall comply at all times with any speed limits, restrictions, parking and traffic signs imposed or installed by the Executive Committee.

43. Balconies

43.1 An owner or occupier of a lot must properly maintain furniture on the balconies of its lot and ensure that such furniture is clean and tidy at all times.

43.2 any plants or other vegetation to be kept on the balcony of any lot shall be kept in such a manner with devices to ensure that when the plants and vegetation are watered that no water escapes from the balcony.

44. Visitors Carspaces

The carspaces in the common property dedicated for visitors parking will only be used by visitors to the building and not by any owner or occupier of a lot nor by any staff employed by or customers of any business operating from a lot.

ADDITIONAL BY-LAWS

Special By-Law No. 1 – Installation of Photovoltaic Panels (Dealing AM674068)

SPECIAL BY LAW NO.1 INSTALLATION OF PHOTVOLTAIC ELECTRICITY PANELS AT LOTS 37,50, 51 AND 62

On 12 March 2013, the Owners Corporation, by the Owners in Annual General Meeting, moved and passed a motion and it was specially resolved that the Owners Corporation create a by-law, the provisions of which by-law are set out below:-

1. For the purposes of this by-law:
 - 1.1 “Act” means the Strata Schemes Management Act 1996 (NSW) as amended from time to time;
 - 1.2 “Approval” means written approval from the Owners Corporation, via the Executive Committee for the carrying out of the Works with or without conditions;
 - 1.3 “Common Property” means the common property of Strata Plan 77600;
 - 1.4 “Executive Committee” means the Executive Committee of Strata Plan 77600;
 - 1.5 “Expert” means a qualified and licensed industry expert engaged by the Owners Corporation to consider and advise on an Application and to assist the Owners Corporation to make a determination as to whether the Application should be approved and/or whether Remedial Works are required;
 - 1.6 “Lot” means a lot in Strata Plan 77600;
 - 1.7 “Occupier” means the registered proprietor of a Lot;
 - 1.8 “Owner” means the registered proprietor of a Lot;
 - 1.9 “Owners Corporation” means the Owners Corporation of Strata Plan 77600;
 - 1.10 “Remedial Works” means any works involving the maintenance, repair, removal and/or replacement of items installed as part of the Works;
 - 1.11 “Strata Manager” means the strata managing agent engaged by the Owners Corporation from time to time;
 - 1.12 “Works” means the installation of a photovoltaic cells and/or modules for the purpose of generating electricity.
2. Where any terms used in this by-law are defined in the *Strata Schemes Management Act 1996* (“the Act”), they will have the same meaning those words are attributed under the Act.

3. If this By-Law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.
4. Subject to the provisions of this By-Law, Owners/Occupiers may carry out the Works.
5. Prior to carrying out the Works, the Owner/Occupier must provide to the Owners Corporation, via the Executive Committee or Strata Manager, the following:
 - 5.1 details of the supplier, manufacturer and/or contractor(s) the Owner/Occupier will use;
 - 5.2 evidence that the product, supplier and installer are Clean Energy Council accredited;
 - 5.3 the specifications, model and make of the proposed photovoltaic modules and/or cells, where applicable, a pamphlet from the supplier;
 - 5.4 a scale plan of the proposed location of the modules and/or cells;
 - 5.5 evidence that the Works will preserve the architectural integrity of the building;
 - 5.6 a copy of the contract between the Owner/Occupier and each licensed contractor engaged or to be engaged in relation to the Works;
 - 5.7 approvals from the relevant statutory/regulatory authorities;
 - 5.8 documentary proof that the licensed contractor(s) engaged to do the Works have taken out the following insurance policies in the name of the Owner/Occupier:
 - 5.8.1 insurance required under the *Home Building Act 1989* or any succeeding act;
 - 5.8.2 workers compensation insurance for employees of the contractor; and
 - 5.8.3 public liability insurance;
 - 5.8.4 any other document reasonably requested by the Executive Committee.
6. The Executive Committee or Strata Manager will consider the Application within 14 days of receipt of same and will advise the Owner/Occupier if all requirements have been satisfied or whether there are any additional reasonable requirements to be satisfied. The Approval will not be unreasonably withheld.

7. Notwithstanding clauses 5 and 6 above, if the Owners Corporation intends to install photovoltaic cells and/or modules for the purpose of generating electricity in the future for all units, it will not be restricted by the terms of this by-law, but will do so in the best interests of the Strata Scheme as a whole.
8. The Executive Committee or Strata Manager may engage an Expert to provide advice to assist in its determination of the Application.
9. In relation to clause 8, if the Executive Committee or Strata Manager engages an Expert, all associated costs/fees/disbursements will be paid by the Owner/Occupier.
10. The Owner/Occupier is responsible for the costs and related disbursements of the Works.
11. In respect of the Remedial Works the Occupier/Owner will:
 - 11.1 carry these out when and where necessary; and
 - 11.2 the Owners Corporation may engage an Expert from time to time to advise on Remedial Works; and
 - 11.3 notify the Owners Corporation in writing before they are carried out;
 - 11.4 comply with any reasonable directions of the Owners Corporation:
 - 11.4.1 if the Owner fails to comply with a direction, of the Owners Corporation within three (3) months of the date of the direction, the Owners Corporation may enter the Lot and carry out the Remedial Works and recover any costs/fees/disbursements from the Owner; and
 - 11.5 bear the costs/fees/disbursements of the Remedial Works including the cost of engaging an Expert.
12. The Works and Remedial Works are to be carried out:
 - 12.1 by properly qualified, licensed and accredited installers and/or contractors with a registered ABN;
 - 12.2 with due skill and care using proper materials that are in keeping with the architectural integrity and standard of the building;
 - 12.3 in accordance with the requirements of the manufacturer and any relevant statutory/regulatory authority;
 - 12.4 in compliance with all reasonable requirements of the Owners Corporation and Executive Committee;

- 12.5 in accordance with the Building Code of Australia and any other Australian Standards as applicable;
- 12.6 in a way which least disrupts access by residents to and from the Common Property and their Lots and minimising disruption of their peaceful enjoyment;
- 12.7 minimising vibration, noise, dust and dirt;
- 12.8 promptly and completely removing all rubbish from the property resulting from the Works and completely removing all debris;
- 12.9 ensuring that the security of the property is maintained throughout the performance of the Works;
- 12.10 keeping all areas of the property as clean and tidy as possible; and
- 12.11 promptly repair any damage to any part of the building caused by the Works and/or Remedial Works.
13. In the event a Lot or Common Property is damaged as a result of the Works or Remedial Works all costs associated with rectifying the damage are payable by the Owner/Occupier.
14. The Owner/Occupier will insure the Works and make no claim upon the Owners Corporation's insurance in respect of anything arising out of the Works. If requested by the Owners Corporation, the Owner/Occupier will provide a copy of the policy to the Owners Corporation and evidence of its currency.
15. The Owners/Occupier will indemnify and keep indemnified the Owners Corporation against the following, arising directly or indirectly from the Works or from the failure to comply with this By-Law:
 - 15.1 All actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought or made against the Owners Corporation;
 - 15.2 Any sum payable by way of increased premiums;
 - 15.3 Any costs or damages incurred by or for which the Owners Corporation is or becomes liable.
16. The Owner/Occupier will sign all documents and do all things necessary to give full effect of this by-law.

Special By-Law No. 2 - Fencing (Dealing AM674068)

SPECIAL BY-LAW 2 - FENCING

A. DEFINITIONS

In this by-law, the following definitions and meanings shall apply:

- (i) Words importing the singular include the plural and vice versa;
- (ii) Words importing a gender include any gender;
- (iii) Words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act;
- (iv) "the Act" means the Strata Schemes Management Act 1996 (NW) as amended from time to time.
- (v) "the Lots" means each of Lots 51 to 58 in Strata Plan No. 77600 and any subdivision or consolidation of those Lots.
- (vi) "the Owner" means the owner or owners from time to time of each of the Lots.
- (vii) "the Works" means the installation of an aluminium tubular pool fence with rod top in a colour and style that is in keeping with the rest of the building with supporting posts to be concreted to the ground. Such fence is to be erected along the common boundary between any two of the Lots to divide each courtyard from the other. For the sake of clarity, this by-law excludes the southern fences of all of the Lots, the eastern fence of Lot 58 and the western fence of Lot 51 which are common property.

B. GRANT OF RIGHTS

1. Subject to the conditions in paragraph C of this by-law, the Owner will have:
 - (a) a special privilege in respect of the common property to attach and affix the Works to and on the common property and keep them so attached and affixed; and
 - (b) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by the Works.

For the purpose of this by-law it is noted that some of the Works have already been performed prior to the date of approval of this by-law.

C. CONDITIONS

Repairs and Maintenance

1. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
2. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.

3. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

Before the Works

4. Before starting the Works, the Owner must:
 - (a) provide the Owners Corporation with evidence of currency for the duration of the Works of Contractors' All Risk insurance cover to a minimum of \$10,000,000, with an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works); and
 - (b) confirm by Survey the width and breadth of the area to be fenced.

Performance of the Works

5. In performing the Works, the Owner must:
 - (a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
 - (b) comply with the Building Code of Australia and all pertinent Australian Standards;
 - (c) not allow the obstruction of reasonable use of the common property in the course of the Works, by construction materials, tools, machines, debris or motor vehicles;
 - (d) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the Owners Corporation;
 - (e) move building materials, tools and debris through the common property in a manner that minimises the risk of damage to common property;
 - (f) remove all debris generated by the works regularly from the building and not store it on common property or leave it in the Owners Corporation's rubbish bins;
 - (g) protect all areas of the building outside the Lots from damage by the Works or by the transportation of construction materials, equipment and debris;
 - (h) keep all areas of the building outside the Lots clean and tidy throughout the performance of the Works; and
 - (i) only perform the Works between the hours of 8.00 am and 4.30 pm from Monday to Friday and between 9.00 am and 1.00 pm on Saturday, excluding public holidays.

Damage

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

Indemnity

7. The owner must indemnify the Owners Corporation against any liability or expense arising out of the Works, including the use, repair, maintenance, renewal and replacement of the Works.

Right to Remedy Default

8. If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner.
9. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lots for the purpose of carrying out the Works referred to in clause 8 above.
10. All costs payable by the Owner pursuant to clause 8 above, shall be payable as a debt due to the Owners Corporation and if not paid at the end of one month after becoming due and payable, shall bear, until paid, simple interest at an annual rate of 10%, or such other rate as is provided in the Strata Schemes Management Regulation 2010 or any Regulation which replaces that Regulation.

Special By-Law No. 3 – Renovations – Lot 68 (Dealing AM674068)

Special By-Law No. 3 – Renovations (lot 68)

1. Introduction

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

2. Definitions & Interpretation

2.1 In this by-law:

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

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

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

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

“Lot” means lot 68 within the Strata Scheme.

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

“Occupier” means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

“Owner” means the owner of the Lot and that owner’s successors in title.

“Owners Corporation” means the owners corporation for the Strata Scheme.

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

“Strata Plan” means the strata plan for the Strata Scheme.

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

“Strata Legislation” means the Development Act and the Management Act.

“Works” means moving out an external wall, as shown on the plan annexed to this by-law, including all relevant ancillary works.

2.2 In this by-law:

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

- 2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- 2.2.3 words importing the singular number include the plural and vice versa,
- 2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,
- 2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- 2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Strata Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- 2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and
- 2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

- 3.1.1 For the purpose of improving or enhancing the Common Property the Owner may conduct the Works on the Common Property. If requested by the Owner, the Owners Corporation must promptly sign any landowner consent required so that the Owner can lodge a development or other application to the local council or any other consent authority in relation to the Works.

3.2 The Grant of Exclusive Use

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

3.3 Rights of the Owners Corporation

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

3.4 Responsibility for Maintenance and Upkeep

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

4. Terms & Conditions

4.1 Before Commencement of the Works

- 4.1.1** Before commencing the Works the Owner must:

4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works; and

4.1.1.2 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy.

4.1.1.3 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law, and

4.1.1.4 if not already provided, provide to the Owners Corporation a certificate from a qualified engineer addressed to the Owners Corporation certifying that the Works will not affect the structural integrity of the Building.

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

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

4.2 During the Conduct of the Works

- 4.2.1** During the Works the Owner must:

4.2.1.1 Standard of Workmanship

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

4.2.1.2 Appearance of the Works

Make sure the Works are consistent in appearance with the rest of the Strata Scheme.

4.2.1.3 Debris

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

4.2.1.4 Storage of Building Materials on Common Property

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

4.2.1.5 Times for Renovations

ensure that the Works are only carried out between the hours of 7.00am – 4.30pm on Monday – Friday and 8.00 am – 12 noon Saturday and are not performed on Sundays or public holidays,

4.2.1.6 Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 8.00 am – 3.00 pm Monday – Friday and 8.00 am – 12noon Saturday and are not used on Sundays or public holidays.

4.2.1.7 Interruption to Services

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

4.2.1.8 Costs of Works

pay all costs associated with the Works,

4.2.1.9 Comply with All Laws

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

4.2.1.10 Right of Access

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

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, each Owner must:

- 4.3.1.1 promptly notify the Owners Corporation that the Works are complete,
- 4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and
- 4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

4.4 Enduring Obligations

The Owner must:

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

4.5 Indemnity

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

4.6 Access

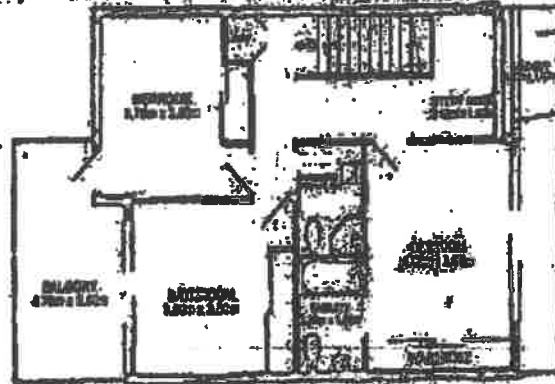
The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

5. Breach of this By-Law

- 5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:
 - 5.1.1 rectify any such breach,

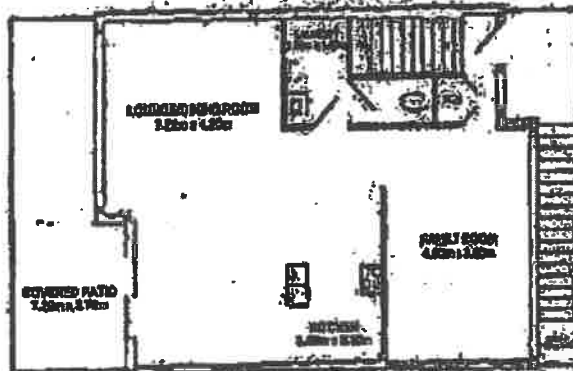
- 5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
- 5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

68/48a Consul Road, Brookvale



First Floor

Study max window preferred to be in line with master bedroom



Entry Level



Lower Garage



MLL

Special By-Law No. 4 – Exhaust Fans – All Lots (Dealing AM674068)

Special By-Law No. 4 – Exhaust Fans (All Lots)

1. Introduction

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

2. Definitions & Interpretation

2.1 In this by-law:

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

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

“Development Act” means the *Strata Schemes Development Act 2015*.

“Lot” means all lots within the Strata Scheme.

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

“Owner” means the owner of a Lot for the time being and that owner's successors in title. Where relevant a reference to Owner will be to the Owner who carried out particular Works or whose Lot benefits from or is serviced by particular Works.

“Owners Corporation” means the owners corporation for the Strata Scheme.

“Strata Committee” means the strata committee of the Owners Corporation.

“Strata Plan” means the strata plan for the Strata Scheme.

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

“Strata Legislation” means the Development Act and the Management Act.

“Works” means the installation (by or on behalf of an Owner), replacement or upgrading of an exhaust fan or extractor fan to extract air from that Owner's Lot. Where relevant, a reference to Works means the Works which service or will service a particular Owner's Lot.

2.2 In this by-law:

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

- 2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- 2.2.3 words importing the singular number include the plural and vice versa,
- 2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,
- 2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- 2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Strata Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- 2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and
- 2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

- 3.1.1 Each Owner has a special privilege to and is specifically authorised to conduct the Works.
- 3.1.2 For any Owner who carried out Works before this by-law was passed, that Owner has a special privilege to keep and maintain the Works, subject to the terms of this by-law (including but not limited to clauses 3.4, 4.4 and 4.5).

3.2 The Grant of Exclusive Use

- 3.2.1 Each Owner will have a right of exclusive use and enjoyment of so much of their Works as comprise part of the Common Property, and so much of the Common Property as is required to hold the Works, on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

- 3.3.1 The right of exclusive use and enjoyment granted to each Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that

Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

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

4. Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:

4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works; and

4.1.1.2 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy.

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

4.2 During the Conduct of the Works

4.2.1 For such of the Works as are not already done, during the Works an Owner must:

4.2.1.1 Standard of Workmanship

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

4.2.1.2 Appearance of the Works

ensure the Works are carried out and completed in a manner which is in keeping with the rest of the Strata Scheme, so that any externally visible parts of the exhaust fans installed by different owners are consistent in appearance,

4.2.1.3 Debris

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

4.2.1.4 Storage of Building Materials on Common Property

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

4.2.1.5 Times for Renovations

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

4.2.1.6 Interruption to Services

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

4.2.1.7 Costs of Works

pay all costs associated with the Works,

4.2.1.8 Comply with All Laws

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

4.2.1.9 Right of Access

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

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, each Owner must:

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

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

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

4.4 Enduring Obligations

Each Owner must:

- 4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,
- 4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired,
- 4.4.3 ensure that and any holes or penetrations made to enable any part of the exhaust fan (or their associated equipment) to enter or service the Lot are at all times adequately sealed and waterproofed, and
- 4.4.4 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works (for example, the conditions of the Local Council's approval for the Works).

4.5 Indemnity

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

4.6 Access

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

5. Breach of this By-Law

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

Special By-Law No. 5 – Air Conditioners – All Lots (Dealing AM674068)

Special By-Law No. 5 – Air Conditioners (All Lots)

1. Introduction

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

2. Definitions & Interpretation

2.1 In this by-law:

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

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

“Development Act” means the *Strata Schemes Development Act 2015*.

“Lot” means all lots within the Strata Scheme, and where relevant, means the Lot which is serviced by particular Works.

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

“Owner” means all owners of a Lot for the time being and their successors in title. Where relevant “Owner” means the owner of the Lot which a particular air conditioner services.

“Owners Corporation” means the owners corporation for the Strata Scheme.

“Strata Committee” means the Strata Committee of the Owners Corporation.

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

“Strata Plan” means the strata plan for the Strata Scheme.

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

“Strata Legislation” means the Development Act and the Management Act.

“Works” means the installation, maintenance, repair and replacement of an air conditioning unit, including such pipes wires and conduits as are necessary (including through a wall) to connect the air conditioner to service the inside of the Lot, and where relevant this includes air conditioners which were in existence as at the date of registration of the Strata Plan. Where relevant, Works means the Works which service or will service a particular Owner’s Lot.

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

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

- 3.1.1 Each Owner is specifically authorised to and has a special privilege to conduct the Works.
- 3.1.2 If any Owner had carried out Works before this by-law was passed, then that Owner has a special privilege to keep and maintain those Works, subject to the terms of this by-law.

3.2 The Grant of Exclusive Use

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

3.3 Rights of the Owners Corporation

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

3.4 Responsibility for Maintenance and Upkeep

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

3.4.2 The Owners Corporation specially resolves and has specially resolved pursuant to section 106(3) of the Act that:

- (a) it is inappropriate to maintain, renew, replace or repair any air conditioner (or any part of it) servicing one Lot; and
- (b) this decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

4. Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 For Works that have not been done as at the date this by-law was passed, before commencing the Works, each Owner must:

- 4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works; and
- 4.1.1.2 if requested, and for any contractor carrying out the Works on that Owner's behalf, obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy.

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

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

4.2 During the Conduct of the Works

4.2.1 During the Works each Owner must:

4.2.1.1 Standard of Workmanship and Functionality

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used, and involve as minimal alterations to Common Property as possible, and ensure that adequate drainage is provided for,

4.2.1.2 Appearance of the Works

ensure the Works are carried out and completed in a manner which is in keeping with the rest of the Strata Scheme, so that any externally visible parts of the air conditioners installed by different owners are consistent in appearance,

4.2.1.3 Quality of the Works

make certain the Works are in accordance with any specification,

4.2.1.4 Debris

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

4.2.1.5 Storage of Building Materials on Common Property

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

4.2.1.6 Times for Renovations

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

4.2.1.7 Interruption to Services

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

4.2.1.8 Costs of Works

pay all costs associated with the Works,

4.2.1.9 Comply with All Laws

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

4.2.1.10 Right of Access

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

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, each Owner must:

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

4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, including without limitation rendering and painting the outside of the Building back to the original condition with the paintwork repairs being colour-matched to the building by a qualified colour expert, and

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

4.4 Enduring Obligations

Each Owner must:

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

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

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

4.4.4 ensure that:

(a) the Works do not create any excessive noise or otherwise interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using their lot or the Common Property;

(b) any holes or penetrations made to enable any part of the air-conditioners to enter the Lot are at all times adequately sealed and waterproofed; and

- (c) the air-conditioning units have appropriate fittings to make certain that any condensation does not drip onto any other part of the Building.

4.5 Indemnity

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

4.6 Access

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

5. Breach of this By-Law

- 5.1 If an Owner breaches any condition of this by-law and fails to rectify that breach within 14 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:
 - 5.1.1 rectify any such breach,
 - 5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
 - 5.1.3 recover as a debt due from that Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

Special By-Law No. 6 – Kitchen and Bathroom Renovations – All Lots (Dealing AM674068)

Special By-Law No. 6 – Kitchen and Bathroom Renovations (All Lots)

1. Introduction

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

2. Definitions & Interpretation

- 2.1 In this by-law:

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

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

“Development Act” means the *Strata Schemes Development Act 2015*.

“Lot” means all lots within the Strata Scheme.

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

“Owner” means the owner of a Lot for the time being and that owner’s successors in title. Where relevant a reference to Owner will be to the Owner who carried out or intends to carry out particular Works or whose Lot was or is benefited or affected by particular Works.

“Owners Corporation” means the owners corporation for the Strata Scheme.

“Strata Committee” means the strata committee of the Owners Corporation.

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

“Strata Plan” means the strata plan for the Strata Scheme.

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

“Strata Legislation” means the Development Act and the Management Act.

“Works” means:

- (a) Bathroom renovations, including removal of tiles, removal of fixtures, waterproofing, new lights in the ceiling, new floor and wall tiles, new fixtures and affixing them to walls, new plumbing including chasing pipes into common property walls, new floor drains, affixing new fixtures to walls, and all associated electrical and plumbing works; and
- (b) Kitchen renovations, including removal of tiles and flooring, removal of fixtures, new lights in the ceiling, new flooring, new fixtures and affixing them to walls, new plumbing including chasing pipes into common property walls, rangehoods including ducting them through common property walls (so they are consistent in appearance with the Building) and ceilings and all associated electrical and plumbing works,

and where relevant Works means the Works which service a particular Owner’s Lot.

2.2 In this by-law:

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

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

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

- 3.1.1 Each Owner is specifically authorised to and has a special privilege to conduct the Works on the Common Property.
- 3.1.2 If any Owner had carried out Works before this by-law was passed, then that Owner has a special privilege to keep and maintain those Works, subject to the terms of this by-law.

3.2 The Grant of Exclusive Use

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

3.3 Rights of the Owners Corporation

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

3.4 Responsibility for Maintenance and Upkeep

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

4. Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 For Works that have not been done as at the date this by-law was passed, before commencing the Works, each Owner must:

4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works; and

4.1.1.2 if requested, and for any contractor carrying out the Works on that Owner's behalf, obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy.

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

4.2 During the Conduct of the Works

4.2.1 During the Works, an Owner must:

4.2.1.1 Standard of Workmanship and replacement of pipes

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons (including qualified plumbers to do all plumbing work and qualified electricians to do all electrical work) utilising only first quality materials which are good and suitable for the purpose for which they are used, and must, if renovating a bathroom, waterproof all bathroom floors and other wet areas forming part of the Works to the relevant Australian Standard;

4.2.1.2 Time for Completion of Works

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

4.2.1.3 Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the Owners Corporation,

4.2.1.4 Debris

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

4.2.1.5 Storage of Building Materials on Common Property

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

4.2.1.6 Times for Renovations

ensure that the Works are only carried out between the hours of 8.00am – 4.30pm on Monday – Friday and are not performed on weekends or public holidays,

4.2.1.7 Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 8.00am – 3.00pm Monday – Friday and are not performed on weekends or public holidays,

4.2.1.8 Interruption to Services

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

4.2.1.9 Vehicles

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

4.2.1.10 Costs of Works

pay all costs associated with the Works,

4.2.1.11 Comply with All Laws

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

4.2.1.12 Right of Access

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

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, each Owner must:

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

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

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

4.4 Enduring Obligations

Each Owner must:

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

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

4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works (for example, the conditions of the Local Council's approval for the Works).

4.5 Indemnity

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

4.6 Access

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

5. Breach of this By-Law

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

Special By-Law No. 7 – No Smoking – All Lots (Dealing AM674068)

Special bylaw No. 7 - No Smoking (All Lots)

1. In this by-law:
 - (a) “Common Property” means the common property for the Strata Scheme.
 - (b) “External Areas” means any external parts of a Lot or external areas forming part of a Lot, including a courtyard, garden area, patio, balcony, verandah, terrace or deck.
 - (c) “Lot” means all lots within the Strata Scheme.
 - (d) “Occupier” means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.
 - (e) “Owner” means the owner of a Lot and that owner’s successors in title.
 - (f) “Strata Scheme” means the Strata Scheme in respect of which this by-law applies.
2. An Owner or Occupier of a Lot must not smoke or allow smoking on or within the Common Property or on any External Areas. For clarity, this means an Owner or Occupier of a Lot may only smoke or allow smoking within the internal part of their Lot, with all external doors (separating the Lot from Common Property) closed.
3. In addition to clause 2, an Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the common property or any other Lot.
4. Without limiting clause 2, each Owner and each Occupier must not allow any invitee to their Lot to smoke on or within the Common Property or on any External Areas.

Special By-Law No. 8 – Minor Renovations (Added)

1. Introduction

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

2. Definitions & Interpretation

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

- (a) “**Act**” means the *Strata Schemes Management Act 2015*,
- (b) “**building**” means the building in the strata scheme in which your lot is located,
- (c) “**common area**” means the common property in the strata scheme,
- (d) “**lot**” means a lot in the strata scheme,
- (e) “**minor renovations**” means any work to a common area in the building in connection with your lot for the following purposes:
 - (i) renovating a kitchen,
 - (ii) renovating a bathroom in a manner that does not involve waterproofing,
 - (iii) renovating any other room in your lot in a manner that does not involve waterproofing or structural changes,
 - (iv) changing recessed light fittings,
 - (v) installing or replacing wiring or cabling or power or access points,
 - (vi) installing or replacing pipes and ducts,
 - (vii) work involving reconfiguring walls in a manner that does not involve structural changes,
 - (viii) installing a rainwater tank,
 - (ix) installing a clothesline,
 - (x) installing double or triple glazed windows,
 - (xi) installing a heat pump or hot water service,
 - (xii) installing ceiling insulation,
 - (xiii) installing an aerial or antenna,
 - (xiv) installing a satellite dish with a diameter no greater than 1.5 metres,
 - (xv) installing a skylight, whirlybird, ventilation or exhaust fan in a roof directly above your lot,but cannot include non-minor renovations,
- (f) “**non-minor renovations**” means:

- (i) work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
 - (ii) work involving structural changes,
 - (iii) work that changes the external appearance of a lot, including the installation of an external access ramp,
 - (iv) work involving waterproofing,
 - (v) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,
 - (vi) work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,
- (g) "**strata scheme**" means the strata scheme to which this by-law applies, and
- (h) "**you**" means an owner of an lot and includes your successors in title.

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

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

3. Minor Renovations Approval Process

3.1 Minor Renovations Require Approval

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

3.2 The Approval Process

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

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

3.2.3 Your application must contain:

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

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

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

3.2.6 The owners corporation may:

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

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

4. Conditions for Minor Renovations

4.1 Before the Minor Renovations

4.1.1 Before commencing the minor renovations, you must:

(a) Prior Notice

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

(b) Contractor's Licence and Insurance Details

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

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

(c) Engineer's Report

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

(d) Dilapidation Report

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

(e) Bond

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

(f) Costs

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

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

4.2 During the Minor renovations

During the minor renovations you must:

(a) Standard of Workmanship

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

(b) Quality of Minor Renovations

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

(c) Time for Completion of Minor Renovations

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

(d) Times for Minor Renovations

ensure that the minor renovations are only carried out between the hours of 7.30am – 5.00pm on Monday – Friday and 7.30am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 7.30am – 3.00pm and that at least 72 hours notice is given to the occupiers of the other lots in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Minor Renovations

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

(g) Noise During Minor Renovations

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

(h) Transportation of Construction Equipment

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

(i) Debris

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

(j) Storage of Building Materials on Common Areas

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

(k) Protection of Building

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

(l) Daily Cleaning

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

(m) Interruption to Services

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

(n) Access

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

(o) Vehicles

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

(p) Security

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

(q) Variation to Minor Renovations

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

(r) Costs of Minor renovations

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

4.3 After the Minor Renovations

After the minor renovations have been completed, you must:

(a) Notify the Owners Corporation

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

(b) Access

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

(c) Restore the Common Areas

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

(d) Expert's Report

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

4.4 Enduring Obligations

You must:

(a) Maintenance of Minor Renovations

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

(b) Repair Damage

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

(c) Prevent Excessive Noise

ensure that any equipment forming part of the minor renovations such as an air conditioning system does not create or generate any heat, noise or vibrations that are likely to interfere with

the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area,

(d) Indemnity

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

(e) Insurance

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

(f) Comply with the Law

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

5. Bond

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

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

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

6. Breach of this By-Law

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

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

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

7. Approvals

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

8. Specification of Additional Minor Renovations

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

9. Decision of Owners Corporation not to Maintain Minor Renovations

To avoid doubt, the owners corporation determines that:

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

Special By-Law No. 9 – Prohibiting Illegal Uses (Including Unlawful Short Term Accommodation) (Added)

1. Introduction

- (1) This by-law prohibits you from using your lot, or allowing your lot to be used, for an illegal purpose including unlawful short term accommodation.
- (2) You must comply with this by-law.
- (3) If you do not comply with this by-law the owners corporation may take action against you.
- (4) This may result in an order being made restraining you from using your lot, or allowing your lot to be used, in a manner prohibited by this by-law and a monetary penalty being imposed on you.

2. Definitions

In this by-law:

"Council" means the Northern Beaches Council and any successor;

"LEP" means the *Warringah Local Environmental Plan 2011* including any amendment of it and any planning instrument replacing it;

"lot" means a lot in the strata scheme;

"permissible short term accommodation" means occupation of a lot, or part of a lot, by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

"prohibited short term accommodation" means occupation of a lot, or part of a lot, by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

"strata scheme" means the strata scheme based on Strata Plan No. 77600;

"unlawful short term accommodation" means permissible short term accommodation without the consent of the Council and prohibited short term accommodation; and

"you" means an owner, occupier or lessee of a lot.

3. Prohibiting Illegal Uses

You must ensure that your lot is not used for any purpose that is prohibited by law or the LEP or that requires approval or authorisation of an authority including the Council or under any law or the LEP without that approval or authorisation.

4. Use of Lots as Domiciles

You must ensure that your lot is only used as a permanent dwelling or domicile unless you are lawfully able to use your lot for another purpose, or you obtain Council approval to use your lot for another purpose, in which case you may use your lot for that other purpose.

5. Prohibiting Unlawful Short Term Accommodation

- (1) You must not use your lot, or allow your lot to be used, for unlawful short term accommodation.
- (2) You must take all reasonable steps to ensure that your lot is not used for unlawful short term accommodation.

6. Prohibiting Advertising of Illegal Uses

You must ensure that your lot is not advertised or promoted including on Airbnb for any use which is prohibited by this by-law.

7. Restriction on Occupancy Numbers

You must ensure that your lot is not occupied by more persons than are allowed by law to occupy the lot.

Special By-Law No. 10 – Restrictions on Parking on Common Property (Added)

1. In addition to the provisions contained in By-Law No. 3 (Vehicles etc. on Common Property), By-Law No. 42 (Traffic on Common Property) and By-Law 44 (Visitors Carspaces), the following provisions apply as regards the parking of vehicles in the strata scheme: -
 - (a) No parking or standing of any motor or other vehicle ("vehicle") is permitted on any part of the private access road ("private road") leading to the strata scheme from Consul Road, in the positions indicated by the solid yellow lines so marked on the private road.
 - (b) Parking of a vehicle is only permitted in the designated parking spaces on the south side of the private road.
 - (c) No parking is permitted at any time on any white painted "No Parking" areas that are marked on any roadway area in the strata scheme at any time.
 - (d) Except for the purposes of loading or unloading of goods, and only with the prior approval of the owners corporation:
 - (i) an owner or occupier of a lot, or
 - (ii) that person's visitors, or
 - (iii) any tradesperson of an owner or occupier or of the owners corporation undertaking work to a lot or to the common property (as the case may be), or
 - (iv) any removalist of an owner or occupier that is moving goods or other large items in or out of a building,must not park a vehicle in any area that is situated between the white painted "No Parking" areas so marked on the roadway area outside the Jacaranda Building (being the building in which Lots 51 to 58 (inclusive) are situated).
 - (e) If a person is permitted by clause (d) to park a vehicle, then that person must not stand the vehicle in such area with the engine left on and must turn off the engine of the vehicle at all times the vehicle is situated within that area.
2. This by-law is to be read in conjunction with the provisions of By-Law No. 3 (Vehicles etc. on Common Property), By-Law No. 42 (Traffic on Common Property) and By-Law 44 (Visitors Carspaces) ("Prior By-Laws"). For the avoidance of doubt, if there is any inconsistency between this Special By-Law No. 10 and any of the Prior By-Laws, this Special By-law No. 10 prevails to the extent of any inconsistency.

Special By-Law No. 11 - Rules and Recovery of Costs by Owners Corporation (Added)

1. Introduction

This by-law set outs general rules you must follow and gives us the right to recover expenses, interest and recovery costs from you if you breach the by-law.

2. Definitions

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

- 2.1 **"by-laws"** means any by-laws in force in respect of the strata scheme;
- 2.2 **"cleaning costs"** means any cost or expense we incur cleaning or removing rubbish from common property arising out of or as a result of your breach of this by-law;
- 2.3 **"demand"** means a written demand from us to you;
- 2.4 **"denial of access"** means the failure or refusal by you to give us or a contractor engaged by us access to your lot when requested to by us to permit us to exercise any of our functions under the Strata Act or to undertake a fire safety inspection or maintain, repair or replace any fire safety measures on, or undertake a pest inspection, extermination or treatment of, the common property or your lot;
- 2.5 **"denial of access costs"** means any cost or expense incurred by us arising out of or as a result of a denial of access in breach of this by-law;
- 2.6 **"expenses"** means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including cleaning costs, denial of access costs, false alarm expenses, key charges, an insurance excess, an insurance increase, remedy expenses and repair costs;
- 2.7 **"false alarm"** means the activation of a fire alarm in circumstances where there is no fire or other type of emergency which is likely to cause a risk, hazard or danger to the building or any person in the building by virtue of the incidence of smoke, heat or fire in the building;
- 2.8 **"false alarm expenses"** means any cost or expense incurred by us arising out of or as a result of a false alarm caused by your breach of this by-law including charges imposed on us by Fire & Rescue NSW (such as charges for attending the building in response to a false alarm);
- 2.9 **"fire alarm"** means a smoke detector, smoke alarm, heat sensor, heat alarm or fire alarm or any other device that functions to monitor the incidence of smoke, heat or fire in the building;
- 2.8 **"insurance excess"** means an amount equal to any insurance excess payable by us arising out of or in consequence of a claim made on a policy of insurance held by us arising out of or concerning your lot or the common property in connection with your lot including any damage to your lot or its contents or that common property;
- 2.10 **"insurance increase"** means an amount equal to any increase in an insurance premium payable by us arising out of anything done by you;
- 2.11 **"interest"** means interest payable on expenses in accordance with this by-law;
- 2.12 **"invitee"** includes a guest or contractor;

- 2.13 "key" means any key to access the strata scheme or your lot;
- 2.14 "key charges" means any cost or expense incurred by us issuing you with a replacement key;
- 2.15 "lot" means a lot in the strata scheme;
- 2.16 "occupier" means a person in occupation of a lot and includes a tenant;
- 2.17 "owner" means an owner of a lot;
- 2.18 "recovery costs" means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;
- 2.19 "remedy expenses" means any cost or expense incurred by us remedying or attempting to remedy your breach of this by-law including consultant's costs;
- 2.20 "repair costs" means any cost or expense we incur repairing damage to common property arising out of or as a result of your breach of this by-law;
- 2.21 "Strata Act" means the *Strata Schemes Management Act 2015*;
- 2.22 "strata scheme" means the strata scheme to which this by-law applies;
- 2.23 "us" or "we" means the owners corporation; and
- 2.24 "you" means an owner or occupier.

3. Interpretation

In this by-law:

- 3.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- 3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- 3.3 words importing the singular number include the plural and vice versa;
- 3.4 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;
- 3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;
- 3.6 the terms of this by-law are independent of each other. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;
- 3.7 the terms of this by-law apply to the extent permitted by law; and
- 3.8 if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

4. General Rules

- 4.1 You must not breach any by-laws.
- 4.2 You must not cause a false alarm.
- 4.3 You must not damage common property without the approval in writing of the owners corporation (except where permitted by the Strata Act or a by-law).
- 4.4 You must not leave or dump rubbish on common property (except where permitted by the Strata Act or a by-law).
- 4.5 You must not dirty or soil the common property.
- 4.6 You must not do or omit to do anything that causes us to incur or pay an insurance excess or that causes an insurance premium payable by us to increase.
- 4.7 You must not cause a denial of access.
- 4.8 You must not lose a key.
- 4.9 You must not request that we or our contractor repair any part of your lot or its contents.

5. General Obligations

- 5.1 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot complies with this by-law.
- 5.2 You must take all reasonable steps to ensure that your invitees comply with this by-law as if they were you and were bound by this by-law.

6. Payment of Expenses

If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

7. Interest on Expenses

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

8. Payment of Recovery Costs

You are liable to pay or reimburse us for any recovery costs on demand.

9. Recovery of Expenses, Interest, Etc

We may recover from you as a debt any:

- (a) expenses;
- (b) interest; and
- (c) recovery costs;

for which you are liable.

10. Mode of Recovery of Expenses, Interest, Etc

If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

- (a) your account with us;
- (b) levy notices served on you; and
- (c) certificates issued under section 184 of the Strata Act in respect of your lot;

for the purpose of recovering from you as a debt any of those amounts.

11. Appropriation of Payments

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

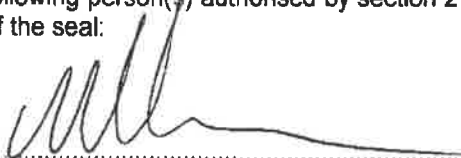
12. Sale of Lot

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

Execution Page

The seal of The Owners - Strata Plan No. 77600 was affixed on 3 June 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

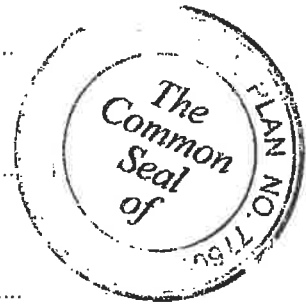


Name(s):

Murray Cameron

Authority:

Strata Manager



Service Location Print
Application Number: 8000378254



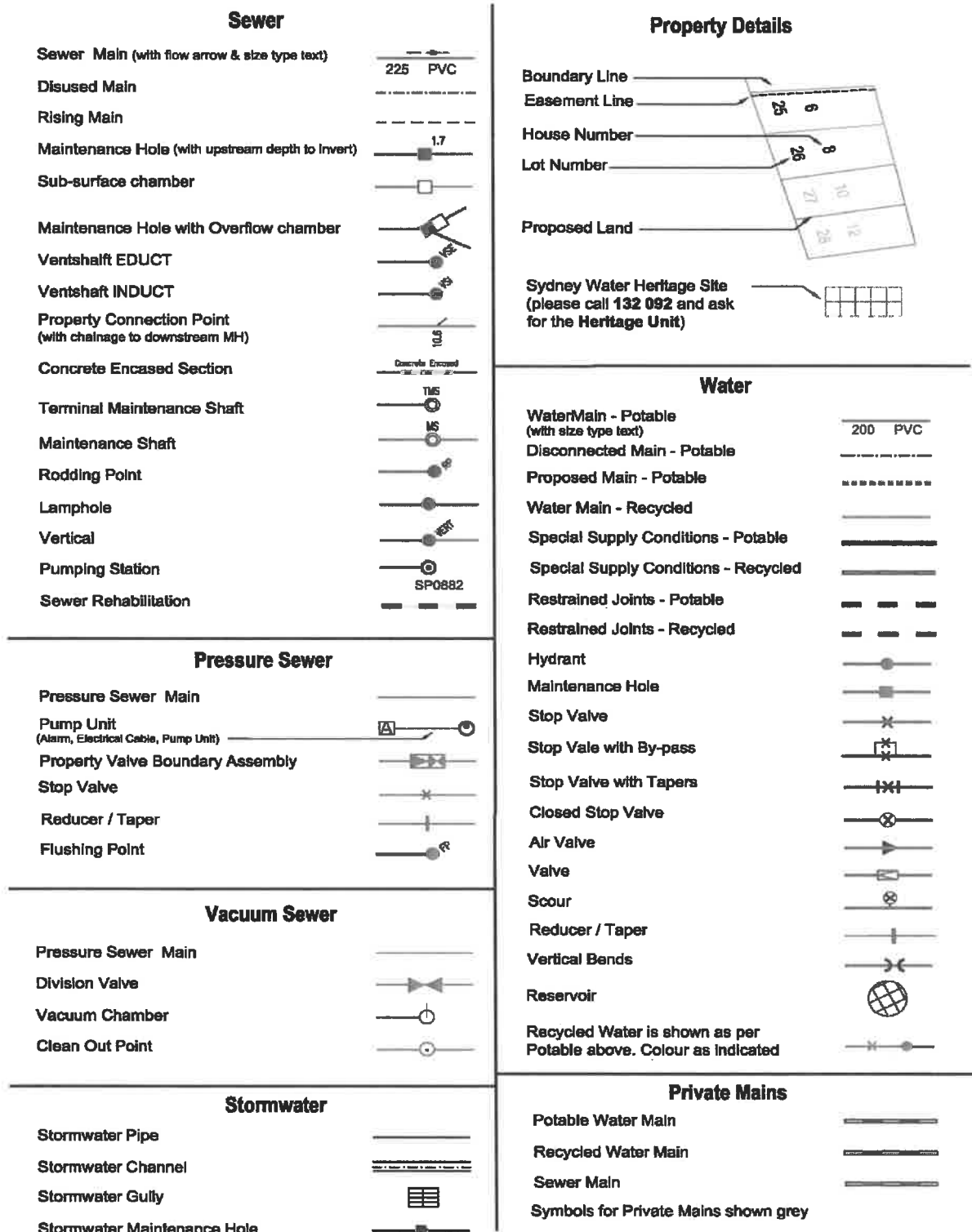
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Disclaimer

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

Asset Information

Legend



Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? 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 NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative 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 (NSW) (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 outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. 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.
15. 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.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* 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 on the Property? 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 on the Property? 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 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. 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?
19. In relation to any swimming pool on the Property or the common property:
- (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 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* 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 (NSW)* 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.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. 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 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.
 - (ii) 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?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

45. 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

46. 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.
47. 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.
48. 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.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. 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 the completion date.



INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S77600/46	Unit 46, 48A CONSUL RD BROOKVALE 2100	\$258 060

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

Yours sincerely,

Scott Johnston
Chief Commissioner of State Revenue

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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



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



1300 139 816*



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

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



MR STEFANO BENVENUTO
46/48A CONSUL RD
BROOKVALE NSW 2100

Our reference: 7120306312664

Phone: 13 28 66

25 January 2021

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello STEFANO,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410514215804
Vendor name	STEFANO BENVENUTO
Clearance Certificate Period	1 January 2021 to 25 January 2022

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
James O'Halloran
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MRS CHERIE BENVENUTO
46/48A CONSUL RD
BROOKVALE NSW 2100

Our reference: 7120306040454

Phone: 13 28 66

25 January 2021

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello CHERIE,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410514213499
Vendor name	CHERIE BENVENUTO
Clearance Certificate Period	25 January 2021 to 25 January 2022

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
James O'Halloran
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

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