

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 93045626	NSW DAN:
vendor's agent	DRAKE REAL ESTATE 20 WATERLOO STREET, NARRABEEN NSW 2101		Phone: 02 9913 2101 Fax: 02 9970 7550 Ref: John Drake
co-agent			
vendor	ROBERT JOSEPH KERR AND DIANNE MARGARET KERR 2 47-49 ELANORA ROAD, ELANORA HEIGHTS NSW 2101		
vendor's solicitor	SHARON MOSS LEGAL PTY LTD LEVEL 1 834 PITTWATER ROAD, DEE WHY NSW 2099		Phone: 02 9981 1211 Fax: Ref: 20210611
date for completion	42 days after the contract date	(clause 15)	Email: ainsley@smosslegal.com.au
land	2/47-49 ELANORA ROAD, ELANORA HEIGHTS NSW 2101		
(Address, plan details and title reference)	LOT 2 IN STRATA PLAN 84516 2/SP84516 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
improvements			
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

20210611

93045626

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

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30)

☐ no ☒ YES

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

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input 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

VITAL STRATA MANAGEMENT

hello@vitalstrata.com.au

(02) 9008 1112

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.

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

26 Crown purchase money

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

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

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

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

27 Consent to transfer

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

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

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

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

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

27.6 If consent is not given or refused –

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

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

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

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

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

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

28 Unregistered plan

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

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

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

28.3.1 the purchaser can *rescind*; and

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

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

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

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

29 Conditional contract

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

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

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

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

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

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

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

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

THESE ARE THE ANNEXED SPECIAL CONDITIONS, COMMENCING WITH SPECIAL CONDITION 33, REFERRED TO WITHIN THE CONTRACT FOR THE SALE OF LAND HEREINBEFORE SPECIFIED:-

If there is any inconsistency between any clauses in the printed form and any typed clauses in the special conditions in this contract, the typed special conditions will prevail.

33. AMENDMENTS TO PRINTED CLAUSES:

The form of contract is amended as follows:

- (a) Clause 2.9 is amended by adding the following additional words at the end:
“... provided that the deposit holder shall only be required to invest the deposit if the parties supply to the deposit holder their tax file number/s.”
- (b) Clause 7 is amended as follows:
 - (i) 7.1.1 delete 5% and replace with \$1.00; and
 - (ii) 7.2.1 delete 10% and replace with \$1.00.
- (c) Clause 8.1.1 is amended by the deletion of the words “on reasonable grounds”.
- (d) Clause 10.1.8 and 10.1.9 are amended by the deletion of the word substance where it appears and substituting that word with the word “existence”.
- (e) Clause 14.4.2 deleted and replaced with:
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 the land on a single holding basis;
 - the full taxable land value was applied without taking into account any land tax threshold provisions;
 - 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.
- (f) Clauses 16.12 and 16.13 are amended by adding at the end the words “to a maximum sum of \$55.00”.

- (g) Clause 17.3 is amended by the deletion of the words "...claim compensation (before or after completion) or...".
- (h) Clause 23.13 is amended by deleting "7 days" and replacing with "3 days".
- (i) Clause 23.14 is amended by deleting "7 days" and replacing with "3 days".
- (j) Clause 23.17.1 is amended by deletion of the words "must immediately" where it appears and substituting those words with the words "shall as soon as practicable".

34. **CLAIMS BY PURCHASER**

Notwithstanding the provisions of Clause 7 of this Agreement to the contrary or any rule of law or equity to the contrary, any claim for compensation made by the Purchaser under this Agreement shall be deemed to be an objection or requisition entitling the Vendor to rescind this Agreement (by notice in writing served on the Purchaser prior to completion) in which event the provisions of Clause 19 shall apply.

35. **DEATH, INSOLVENCY, ETC**

1) **Death or Mental Capacity**

If before completion any individual being a party to this Contract dies or becomes mentally ill, then either party may rescind this Contract by service of notice, and the provisions of Clause 19 are to apply.

2) **Financial Incapacity of Purchaser**

If the Purchaser, being a corporation:

- (a) goes into liquidation or provisional liquidation;
- (b) has a receiver, manager, receiver and manager, controller (as defined in Section 9 of the *Corporations Law*) or similar officer appointed to it or any of its assets;
- (c) makes an assignment for the benefit of or enters into an arrangement or composition with its creditors;
- (d) stops payment or is unable to pay its debts within the meaning of the *Corporations Law*; or
- (e) if any order is made or a resolution is effectively passed for the winding up of the Purchaser

then the Purchaser is in breach of an essential obligation of this Contract, and the Vendor may terminate this Contract by service of notice, and the provisions of Clause 9 are to prevail.

3) Bankruptcy

If the Purchaser is a natural person, the Purchaser warrants to the Vendor that the Purchaser:

- (a) is not an undischarged bankrupt;
- (b) has not entered into a Deed of Arrangement or called a meeting of creditors under Part X of the *Bankruptcy Act 1966*; and
- (c) has not committed an act of bankruptcy.

36. AGENT'S COMMISSION

Purchaser's Warranty and Indemnity

The Purchaser (and if more than one each of them) warrants to the Vendor that he was not introduced to the property by any agent other than the agent referred to herein (if any), nor was any other agent the effective cause of the sale herein provided for.

The Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent (other than the agent referred to herein) arising out of any claim by such agent that such agent introduced the Purchaser to the property or was the effective cause of the sale herein provided for. This condition shall not merge on completion hereof.

37. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS BY PURCHASER

37.1 The Purchaser acknowledges that the Purchaser, when entering into this Contract, relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the Vendor (including by any estate agent acting on behalf of the Vendor):

- (i) the inspection of and investigations relating to the land made by or on behalf of the Purchaser;
- (ii) the warranties and representations expressly contained in the Contract;
- (iii) the skill and judgment of the Purchaser, its consultants and representatives;

- (iv) opinions or advice obtained by the Purchaser independently of the Vendor or of the Vendor's agents or employees.

37.2 The Purchaser acknowledges that no representations, inducements or warranties have been made by the Vendor or its agents or representatives relating to the present state or condition of the property, its suitability for the purposes of the Purchaser, any patent or latent defects, any and all services to the property including but not limited to water or sewerage main, any underground or surface stormwater pipe or drain passing through or over or under the property, any sewer, manhole or vent which is on the property, the downpipes on the property, improvements erected on the property, any contamination relating to, caused by, or affecting the property or any proposed work to be done to the property. The Purchaser purchases the property and inclusions in their existing condition and state of repair and the Purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the property or inclusions sold.

37.3 The Purchaser acknowledges that they are purchasing the property:

- (a) Subject to all defects latent and patent;
- (b) Subject to any infestations or dilapidations:
- (c) subject to all existing water, sewerage, drainage and plumbing services and connections passing through or over the property;
- (d) Subject to all telephone or electricity lines whether the property of any Local Authority or third party or any posts, fittings or fixtures therefore erected on or passing over or through the property or to any easements in respect thereof or the absence of any such easements.
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under the Act in respect of any building, improvement or fixture on the land.
- (f) Subject to any encroachments by or upon the property.
- (g) Subject to any asbestos in the improvements to the property whether disclosed by the vendor or not.

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

37.4 The Purchaser acquire the property with the fences, as they are whether on the correct boundary lines or not and whether give and take fences and in their present condition and state of repair. The Vendor is under no obligation to fence or repair fencing before completion.

37.5 If the property is a strata title lot, for the purposes of this clause property includes the common property and all lots in the strata scheme.

38. NOTICE TO COMPLETE

If either party is unable or unwilling to complete or has failed to complete on the completion date specified in this Agreement, then the other party shall be entitled at any time thereafter to serve a Notice to Complete upon the other party making the time for completion an essential term of the Agreement and a fourteen (14) day notice shall be regarded as reasonable and sufficient for that purpose.

39. LATE COMPLETION

39.1 If this contract is not completed on or before the completion date because of the Purchaser's default then, without prejudice to any other rights or remedies of the Vendor, the Purchaser must pay in cash to the Vendor on the eventual date of completion interest on the balance of the price.

39.2 Any such interest shall be calculated at the rate of 10% per annum from the completion date to the date on which the Purchaser completes this Contract, including only one of those dates, but in making this calculation there shall be omitted any part of that period during which completion has been delayed because of the Vendor's default.

39.3 If in the circumstances described in clause 39.1 above, a notice to complete is served on behalf of the Vendor then, without prejudice to any other rights or remedies of the Vendor, the Purchaser must pay to the Vendor's solicitors, on the eventual date of completion, the sum of \$275.00 inclusive of GST in respect of the Vendor's additional legal costs.

39.4 The parties agree that the calculation of interest and legal costs as above represents a genuine pre-estimate of the Vendor's damages by way of lost interest on the unpaid purchase money, the Vendor's continuing liability for rates, taxes and other outgoings and additional legal costs.

39.5 The parties agree that the stipulation for the payment of interest and legal costs in the above circumstances is an essential term of this contract and the Purchaser shall not be entitled to require the Vendor to complete this Contract unless all such amounts are paid on completion.

40. PURCHASER WARRANTY AS TO FINANCE

The purchaser warrants that:-

- (a) the purchaser does not require finance to purchase the property; or
- (b) the purchaser has obtained approval for such finance as is required to purchase the property.

The purchaser acknowledges that as a result of making the disclosure under this clause, the purchaser cannot terminate this Contract pursuant to the National Credit Code.

41. ADJUSTMENTS FOLLOWING SETTLEMENT

Should any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that upon being requested by the other party make the correct calculation and pay such amount required to the party to whom it is payable within seven (7) days of such request. This clause shall not merge upon completion.

42. REQUISITIONS ON TITLE

For the purpose for printed clause 5 of this contract the vendor will be deemed to have complied with its obligations if it furnishes to the purchaser replies to requisitions contained in the printed form, a copy of which is attached to the contract.

43. COST FOR CHANGE OF DATE FOR COMPLETION

If at any time after exchange of this contract there is a request for an amendment or an amendment by the purchaser to change the Date for Completion, the purchaser shall on completion pay an amount of \$280.00 (plus GST) as compensation to the vendor for additional legal costs incurred for arranging such change of date for completion.

44. COVID-19

This clause applies whilst ever the Federal, NSW State, or Local Government area in which the dwelling is situated, is managing the COVID-19 outbreak as a Health Emergency or a State Emergency:

- (a) In the event any party to the Contract is required to undertake self-isolation or quarantine, such party will notify the other party immediately AND if completion cannot take place by the due date for completion, due to such self-isolation or quarantine, then the completion date is extended by 21 days.
- (b) In the event any party is admitted to hospital because of COVID-19 Coronavirus, such party will notify the other party as soon as possible AND in the event that completion cannot take place by the due date, due to such hospitalisation, then the completion date is extended 21 days from the date of the party's discharge from hospital.

45. DEPOSIT BY INSTALMENTS

If the Vendor agrees to accept the deposit in two instalments, then, notwithstanding any other provision of this Contract, the deposit will be payable as follows:

- a) 5% on the date of this Contract, and
 - b) 5% on the earlier of completion of this Contract and the date of the breach of a term of this Contract by the Purchaser which would entitle the Vendor to exercise the rights conferred under clause 9 (including forfeiture of the deposit) and, in this respect, time is of the essence.
- 45.1 Upon any default by the Purchaser of this Contract which entitles the Vendor to exercise the rights conferred by clause 9 (including forfeiture of the deposit), the Vendor will be entitled to sue the Purchaser for the balance of the unpaid deposit, and recover the difference as a liquidated debt.
- 45.2 The rights given to the Vendor under this Special Condition will be in addition to all other rights conferred on the Vendor by clause 9.
- 45.3 This Special Condition is an essential term of this Contract.
- 45.4 The provisions of this Special Condition shall not merge on completion and will continue to remain in effect after any termination.

59. **Special Levy**

The vendor discloses that a special levy of \$6,000.00 was struck at the 2021 Annual General Meeting, as documented in the strata inspection report.

The parties agree that the purchaser will be responsible for the payment of the special levies from settlement date.

Conditions of Sale by Auction

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

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

(1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

- (a.) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
- (b.) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
- (c.) The highest bidder is the purchaser, subject to any reserve price.
- (d.) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (e.) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
- (f.) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- (g.) A bid cannot be made or accepted after the fall of the hammer.
- (h.) As soon as practicable after the fall of the hammer, the purchaser is to sign the agreement (if any) for sale.

(2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- (a.) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- (b.) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
- (c.) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **ROBERT JOSEPH KERR AND DIANNE MARGARET KERR**
Purchaser:
Property: **UNIT 2/47-49 ELANORA ROAD, ELANORA HEIGHTS, NSW 2101**
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 Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (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 Property 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. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the 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 1993* (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 Information Certificate or 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 (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as

- referred to in Section 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product 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.
- (a) 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?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property? If so please provide details and indicate if there are any proposals for amendment or revocation?
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 of 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) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

23. 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.
24. 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.
25. 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.
26. 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.
27. 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?
28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
- 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

29. Has the initial period expired?
30. 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?
31. If the Property includes a utility lot, please specify the restrictions.
32. 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?
33. 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.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. 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.
36. 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.
37. 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?
38. 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 and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?

40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. 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.
42. 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.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. 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

46. 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

47. 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.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
49. 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.
50. 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.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. 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.

Off the plan contract

54. If the Contract is an off the plan contract:
 - (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.



FOLIO: 2/SP84516

SEARCH DATE	TIME	EDITION NO	DATE
-----	-----	-----	-----
7/1/2022	4:31 PM	4	8/9/2018

LAND

LOT 2 IN STRATA PLAN 84516
AT ELANORA HEIGHTS
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

ROBERT JOSEPH KERR
DIANNE MARGARET KERR
AS JOINT TENANTS (T AG116218)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP84516
2 AG116219 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP84516

SEARCH DATE	TIME	EDITION NO	DATE
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7/1/2022	4:31 PM	7	5/4/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 84516
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ELANORA HEIGHTS
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF NARRABEEN COUNTY OF CUMBERLAND
TITLE DIAGRAM SP84516

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 84516

ADDRESS FOR SERVICE OF DOCUMENTS:

VITAL STRATA MANAGEMENT

PO BOX 454

CHATSWOOD NSW 2057

SECOND SCHEDULE (20 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER
DESCRIBED IN DP1158211
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED
WITH SP84516
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR
SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD
DEVELOPMENT) ACT 1973. SEE SP84516
- 5 G976127 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
L303174 VARIATION OF COVENANT
Q490562 VARIATION OF COVENANT
- 6 G624734 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
L303174 VARIATION OF COVENANT
Q490562 VARIATION OF COVENANT
- 7 H80951 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
L303174 VARIATION OF COVENANT
Q490562 VARIATION OF COVENANT
- 8 DP1158211 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (C) AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1158211 RIGHT OF FOOTWAY VARIABLE WIDTH (F) APPURTENANT TO

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP84516

PAGE 2

SECOND SCHEDULE (20 NOTIFICATIONS) (CONTINUED)

-
- THE LAND ABOVE DESCRIBED
- 10 DP1158211 RIGHT OF FOOTWAY VARIABLE WIDTH (R) AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1158211 EASEMENT FOR VENTILATION PURPOSES LIMITED IN HEIGHT
(V) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM
- 12 DP1158211 EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE
LAND ABOVE DESCRIBED
- 13 DP1158211 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 14 DP1158211 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND
ABOVE DESCRIBED
- 15 DP1158211 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 16 DP1158211 POSITIVE COVENANT REFERRED TO AND NUMBERED (7) IN THE
S.88B INSTRUMENT
- 17 DP1158211 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE
S.88B INSTRUMENT
- 18 DP1158211 EASEMENT FOR ELECTRICITY PURPOSES 2.05 METRE(S) WIDE
(E) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM
- 19 AN256660 INITIAL PERIOD EXPIRED
- 20 AP165730 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 84516

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 85	2	- 81	3	- 88	4	- 85
5	- 82	6	- 87	7	- 71	8	- 53
9	- 76	10	- 105	11	- 87	12	- 100

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20210611

PRINTED ON 7/1/2022

* 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.

LOCATION PLAN (AT GROUND LEVEL)

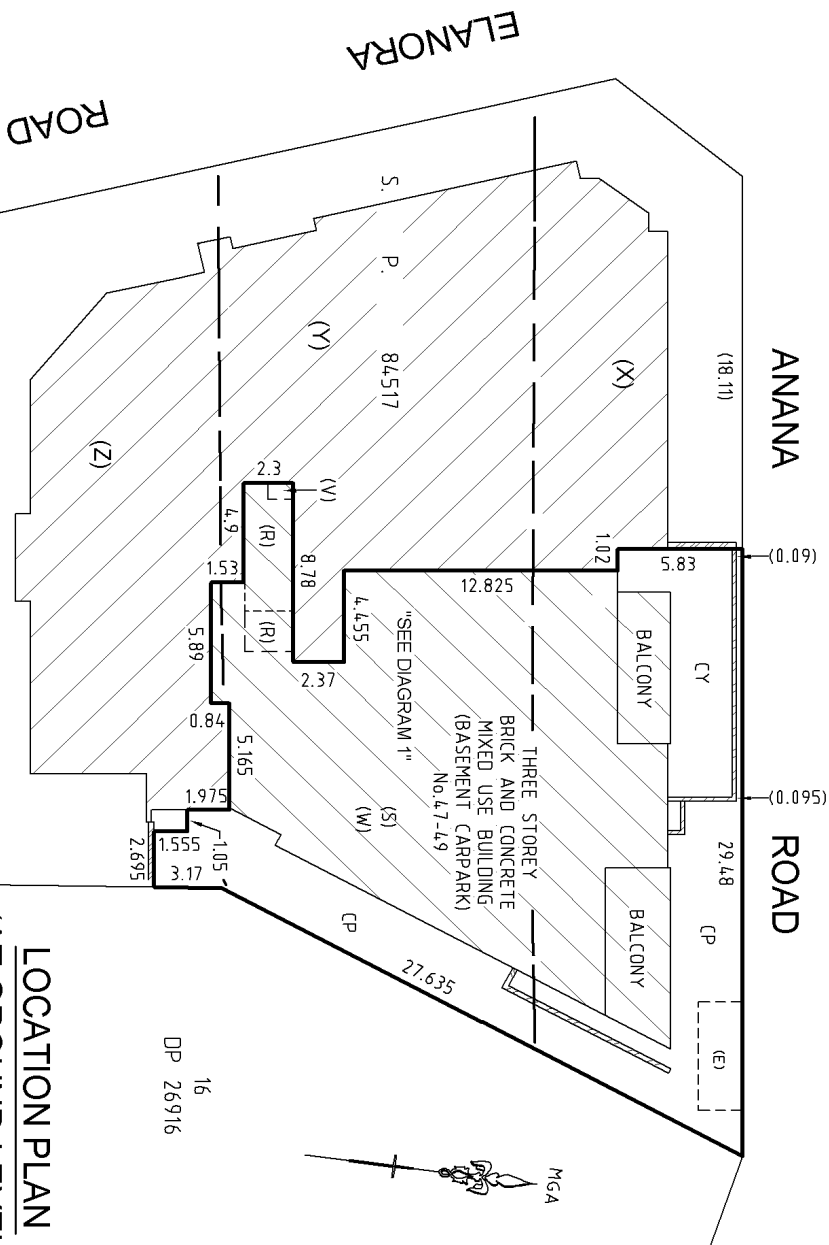
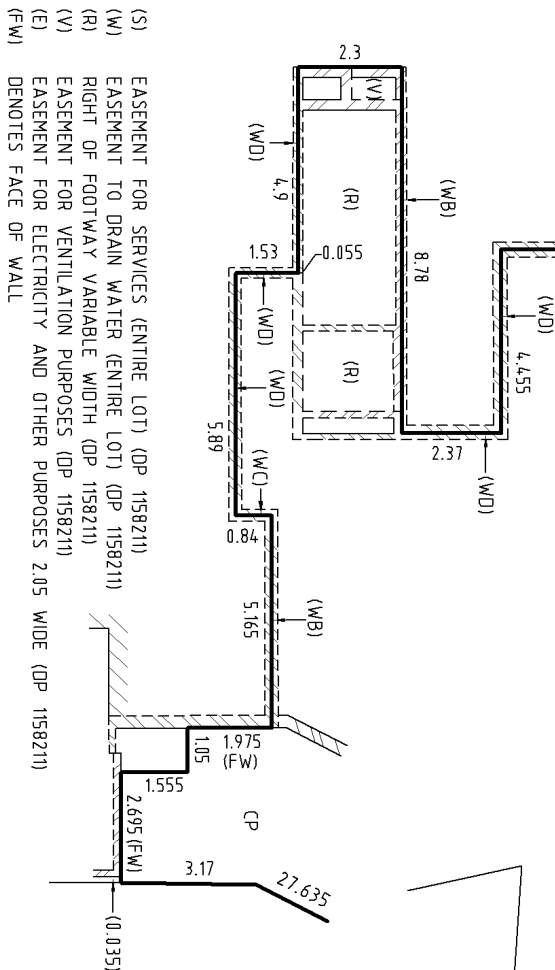


DIAGRAM 1
SCALE 1:125

SP 84517



- (S) EASEMENT FOR SERVICES (ENTIRE LOT) (DP 1158211)
 (W) EASEMENT TO DRAIN WATER (ENTIRE LOT) (DP 1158211)
 (R) RIGHT OF FOOTWAY VARIABLE WIDTH (DP 1158211)
 (V) EASEMENT FOR VENTILATION PURPOSES (DP 1158211)
 (E) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE (DP 1158211)
 (FW) DENOTES FACE OF WALL

CY DENOTES COURTYARD
 CP DENOTES COMMON PROPERTY
 (WB) CENTRELINE OF WALL 0.11 WIDE
 (WC) CENTRELINE OF WALL 0.115 WIDE
 (WD) CENTRELINE OF WALL 0.15 WIDE
 (WE) CENTRELINE OF WALL 0.16 WIDE

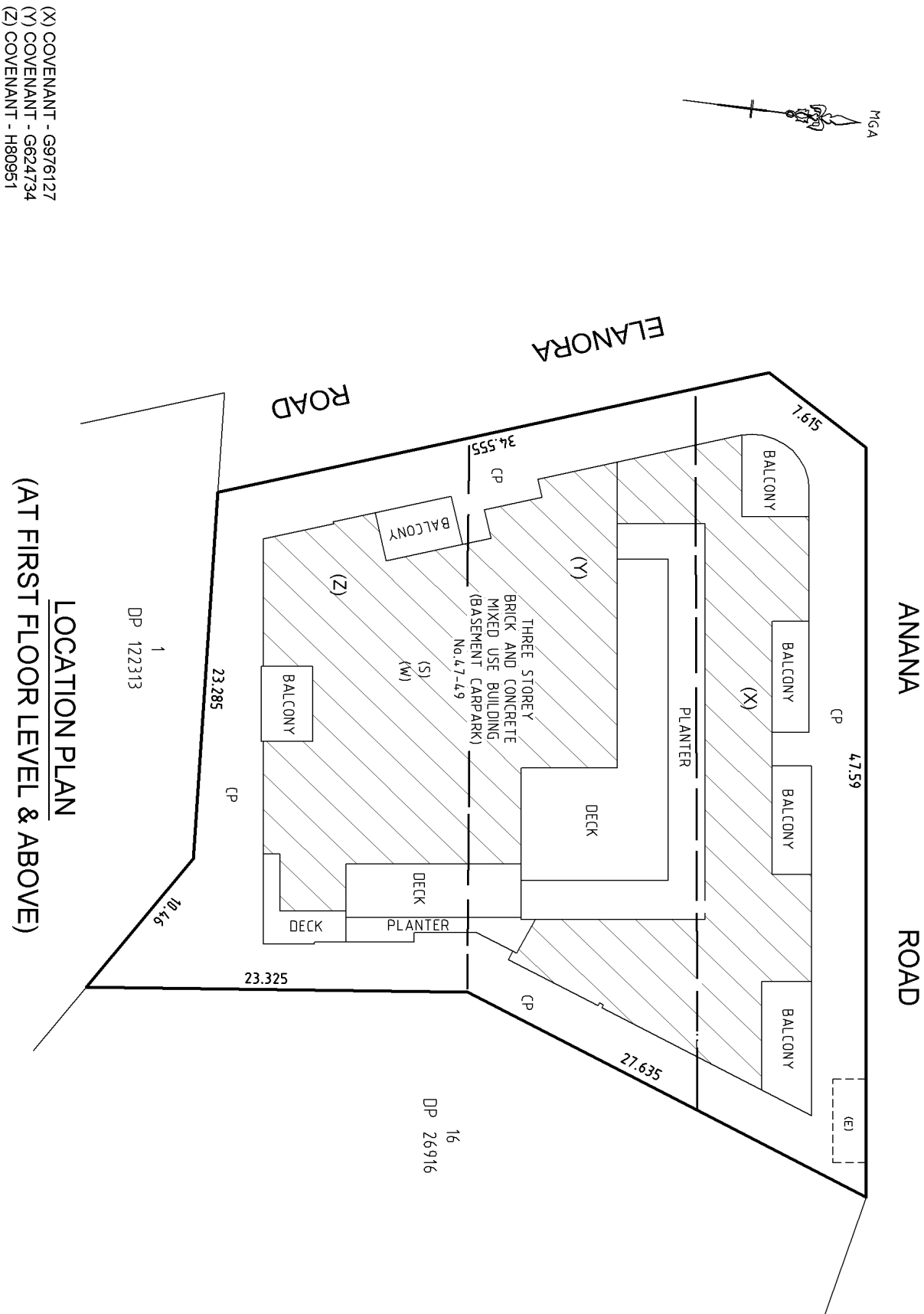
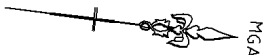
(X) COVENANT - G976127
 (Y) COVENANT - G624734
 (Z) COVENANT - H80961

Surveyor: ANTHONY JOHN BENNETT
 Surveyor's Ref: 2734R
 Subdivision No: P10/10
 Lengths are in metres. Reduction Ratio 1: 250

Registered

17.2.2011

SP84516



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

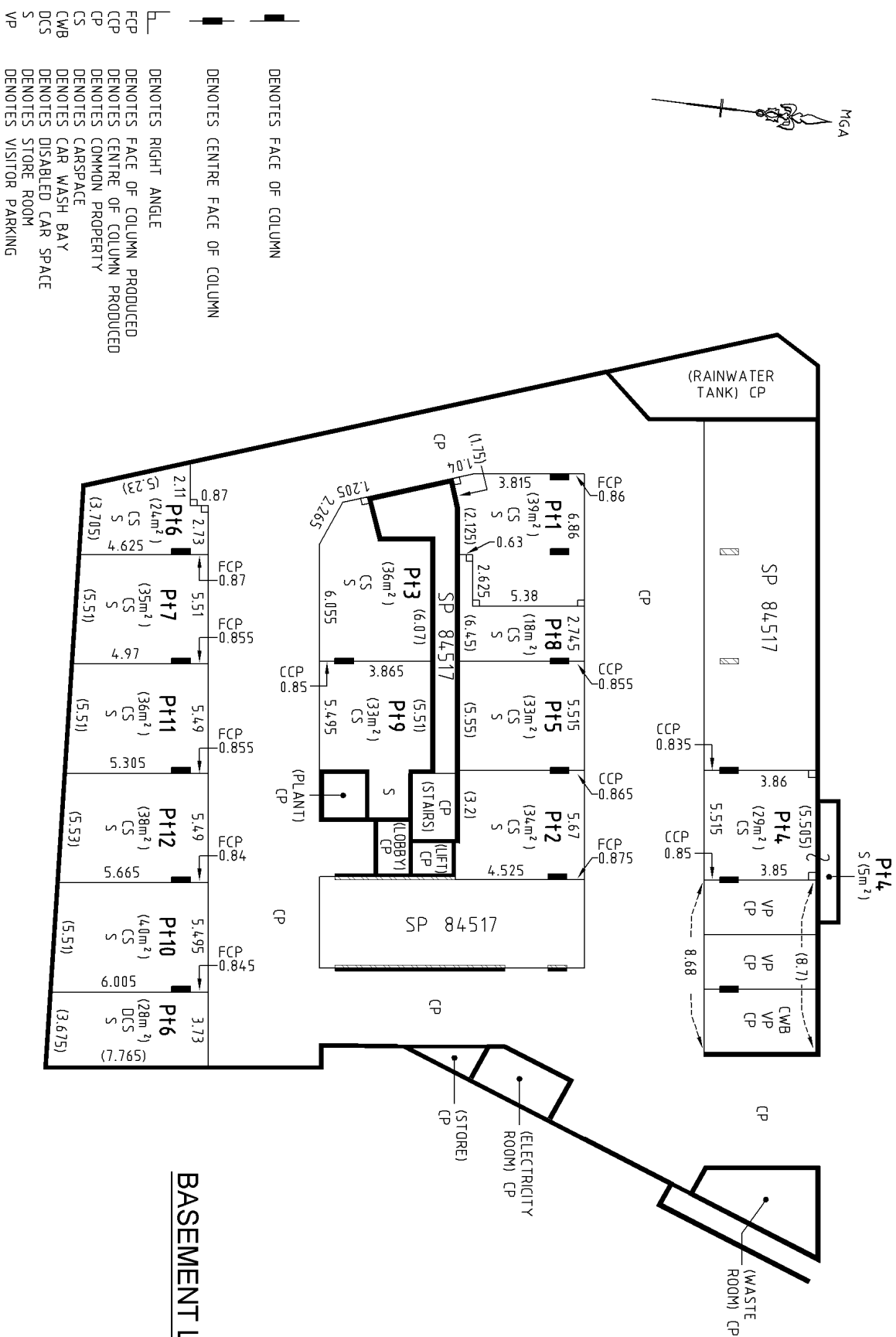
Surveyor: ANTHONY JOHN BENNETT
Surveyor's Ref: 2734R
Subdivision No: P10/10
Lengths are in metres. Reduction Ratio 1: 250

Registered



17.2.2011

SP84516



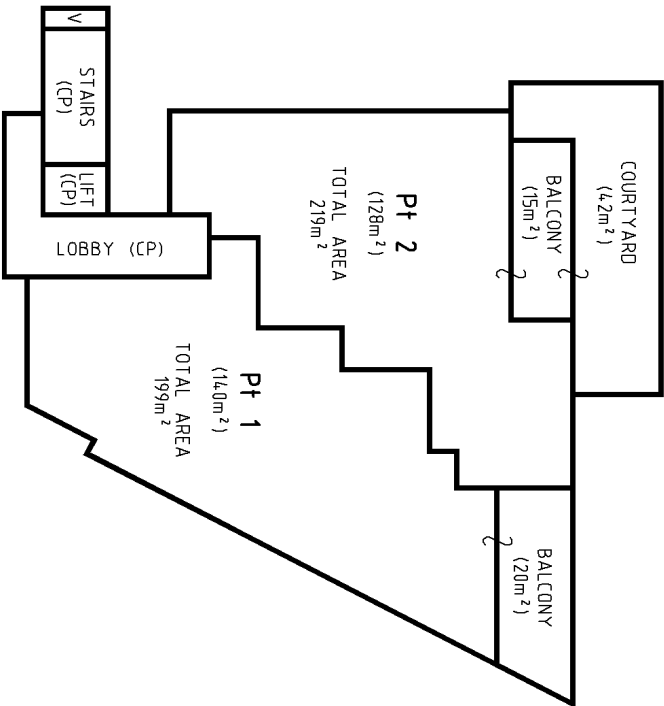
BASEMENT LEVEL

Surveyor: ANTHONY JOHN BENNETT
 Surveyor's Ref: 2734R
 Subdivision No: P10/10
 Lengths are in metres. Reduction Ratio 1: 200



Registered
17.2.2011

SP84516



GROUND FLOOR

CP DENOTES COMMON PROPERTY
V DENOTES VOID (COMMON PROPERTY)

NOTES:

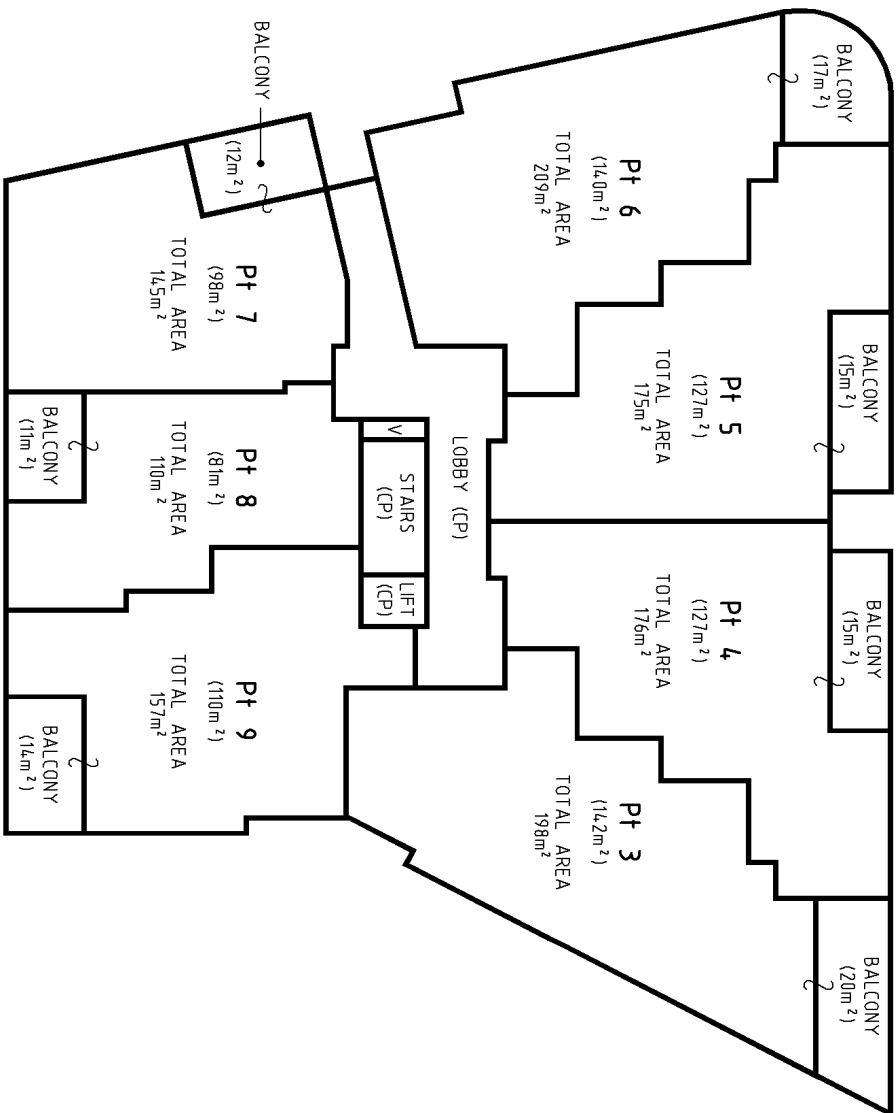
AREAS ARE APPROXIMATE AND ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973.

THE STRATUM OF THE COURTYARDS & BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE UNITS CONCRETE SLAB FLOOR, EXCEPT WHERE COVERED.

SERVICE CUPBOARDS & DUCT VOIDS WITHIN LOTS FORM PART OF COMMON PROPERTY.

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

Surveyor: ANTHONY JOHN BENNETT Surveyor's Ref: 2734R Subdivision No: P10/10 Lengths are in metres. Reduction Ratio 1: 200	Registered  17.2.2011	SP84516
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CP DENOTES COMMON PROPERTY
V DENOTES VOID (COMMON PROPERTY)

NOTES:

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

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE UNITS CONCRETE SLAB FLOOR, EXCEPT WHERE COVERED.

SERVICE CUPBOARDS & DUCT VOIDS WITHIN LOTS FORM PART OF COMMON PROPERTY.

FIRST FLOOR

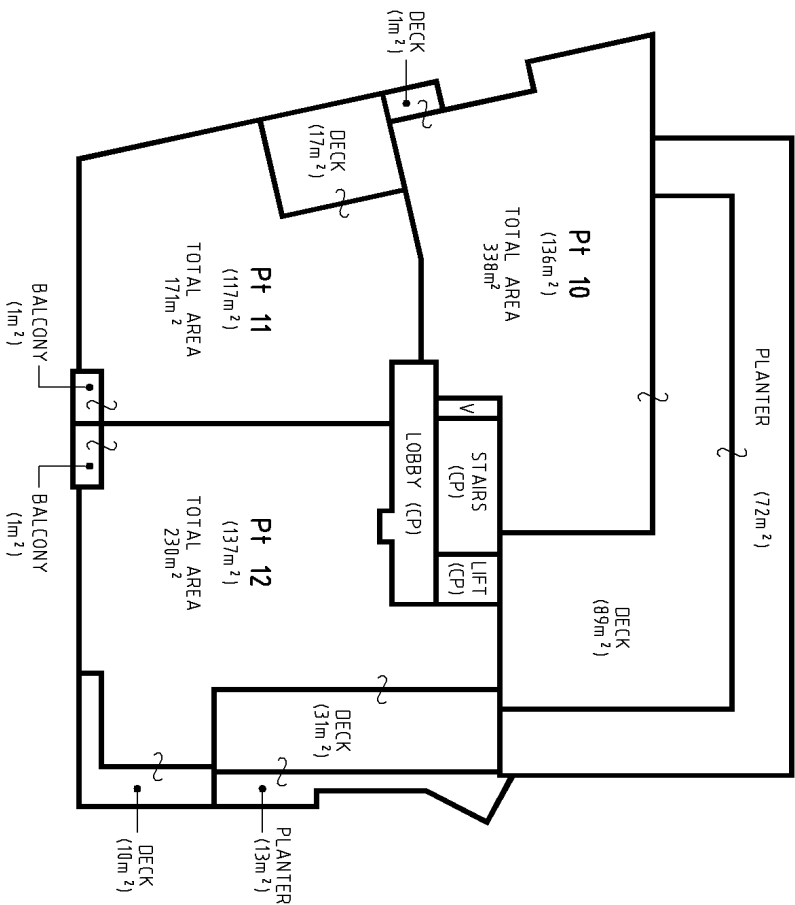
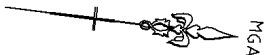
10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
Table of mm														

Surveyor: ANTHONY JOHN BENNETT
Surveyor's Ref: 2734R
Subdivision No: P10/10
Lengths are in metres. Reduction Ratio 1: 200

Registered

17.2.2011

SP84516



CP DENOTES COMMON PROPERTY
V DENOTES VOID (COMMON PROPERTY)

NOTES:

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

THE STRATUM OF THE BALCONIES, DECKS AND PLANTERS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE UNITS CONCRETE SLAB FLOOR, EXCEPT WHERE COVERED.

SERVICE CUPBOARDS & DUCT VOIDS WITHIN LOTS FORM PART OF COMMON PROPERTY.

SECOND FLOOR

Surveyor: ANTHONY JOHN BENNETT
Surveyor's Ref: 2734R
Subdivision No: P10/10
Lengths are in metres. Reduction Ratio 1: 200



Registered
17.2.2011

SP84516

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

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

The Owners - Strata Plan No 84516

No.47-49 ELANORA ROAD
ELANORA HEIGHTS NSW 2101

Office Use Only

SP84516

Registered:  17.2.2011

Office Use Only

Purpose: STRATA PLAN

**PLAN OF SUBDIVISION OF LOT 102
IN DP 1158211**

The adopted by-laws for the scheme are:

~~*A~~ Model By-laws.

~~*together with, Keeping of animals: Option *A/*B/*C~~

*By-laws in 13 sheets filed with plan.

* strike out whichever is inapplicable

^ Insert the type to be adopted (Clause 27 SSM Regulation 2010)

Strata Certificate (Approved Form 5)

(1) *The Council of PITTWATER

~~*The Accredited Certifier~~

~~Accreditation No~~

has made the required inspections and is satisfied that the requirements of;

*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2007,

~~*(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2007,~~

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

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

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

*(4) The building encroaches on a public place and:

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

*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.

*(5) This approval is given on the condition that lot(s) ^..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date 22/12/10

Subdivision No. P10/10

Relevant Development Consent No. N0434/08

issued by PITTWATER COUNCIL


Authorised Person / General Manager / Accredited Certifier

* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

LGA: PITTWATER

Locality: ELANORA HEIGHTS

Parish: NARRABEEN

County: CUMBERLAND

Surveyor's Certificate (Approved Form 3)

ANTHONY JOHN BENNETT

USHER & COMPANY PTY LIMITED

PO BOX 1199, CHATSWOOD NSW 2057

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

(1) Each applicable requirement of

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

~~* Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986~~

has been met;

(2) ~~(a) the building encroaches on a public place;~~

~~*(b) the building encroaches on land (other than a public place), and an appropriate easement has been created by ^..... to permit the encroachment to remain.~~

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

Signature: 

Date: 21 Dec 2010

* Strike through if inapplicable.

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

SURVEYOR'S REFERENCE: 2734R

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

STRATA PLAN FORM 3 (PART 2) **WARNING: Creasing or folding will lead to rejection**

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

**PLAN OF SUBDIVISION OF LOT 102
IN DP 1158211**

Office Use Only

SP84516

Registered:



17.2.2011

Office Use Only

Strata Certificate Details: Subdivision No: **P10110**

Date: **22/12/10**

SCHEDULE OF UNIT ENTITLEMENT

(If space is insufficient use additional annexure sheet)

LOT NO.	UNIT ENTITLEMENT
1	85
2	81
3	88
4	85
5	82
6	87
7	71
8	53
9	76
10	105
11	87
12	100
AGG.	1000

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

THIS PLAN CONTAINS A STRATA MANAGEMENT STATEMENT COMPRISING ³¹~~30~~ SHEETS

SURVEYOR'S REFERENCE: 2734R

STRATA PLAN FORM 3A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 102
IN DP 1158211

Office Use Only

SP84516

Registered:



17.2.2011

Office Use Only

Strata Certificate Details: Subdivision No: P10110

Date: 22/12/10

EXECUTED by Elanora Developments
Pty Limited ABN 34 337 131 557
in accordance with section 127 of the
Corporations Act:

Signature of director

KEN NICHOLAS

Name (please print)

Signature of director/secretary

GREG GLEESON

Name (please print)

EXECUTED by Meridian Property
Development Services Pty Ltd
ABN 17 161 586 498
in accordance with section 127 of the
Corporations Act:

Signature of director

KEN NICHOLAS

Name (please print)

Signature of director/secretary

GREG GLEESON

Name (please print)

Signed on behalf of
WESTPAC BANKING CORPORATION by its attorney(s)
under power of attorney dated 17 January 2001
registered book 4299 no 332 in the presence of:

Signature of Attorney

LINDA BONVINI

Full Name of Attorney

Tier Three Attorney

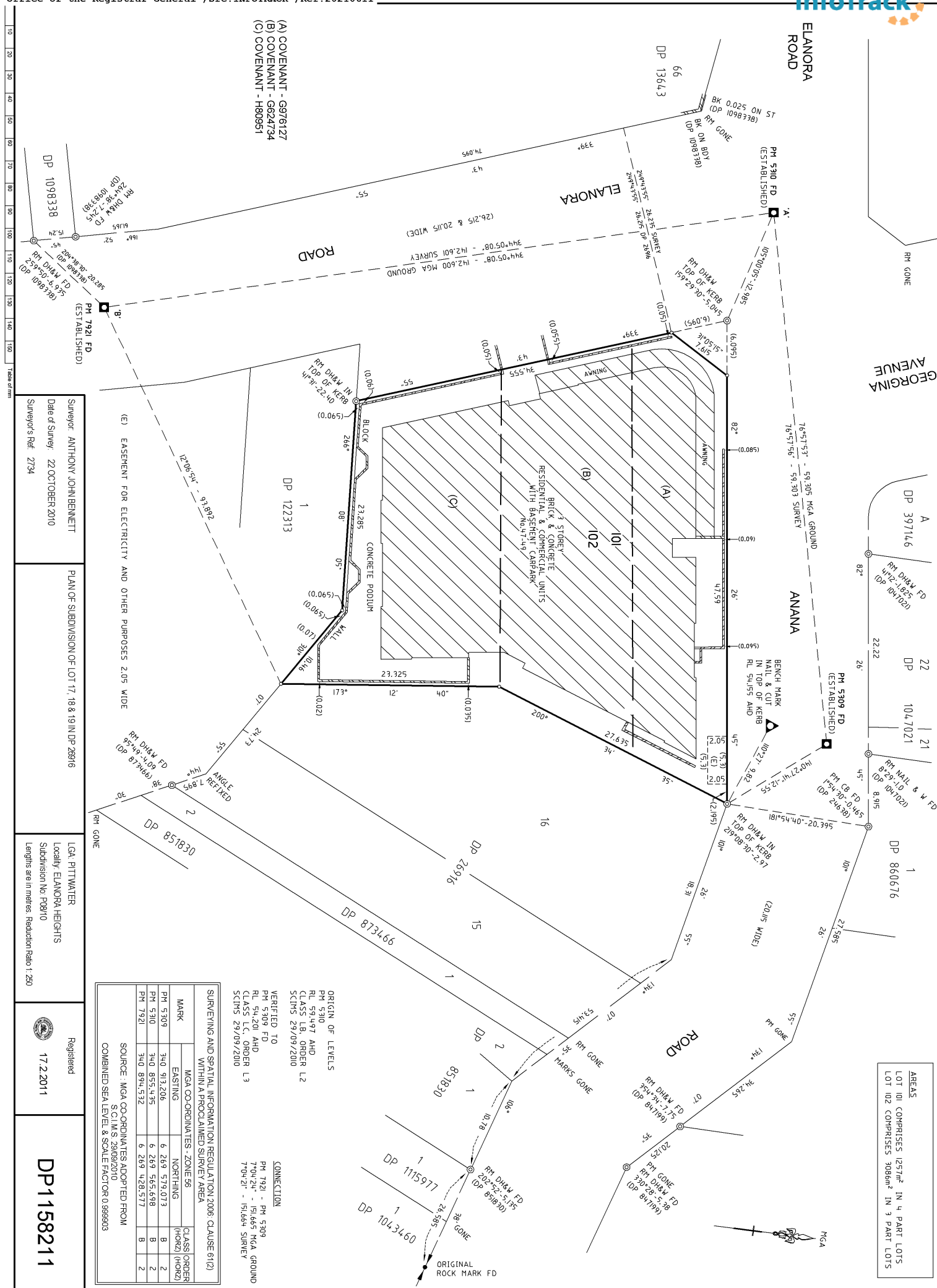
By executing this document the attorney
states that they have received no notice
of revocation of the power of attorney

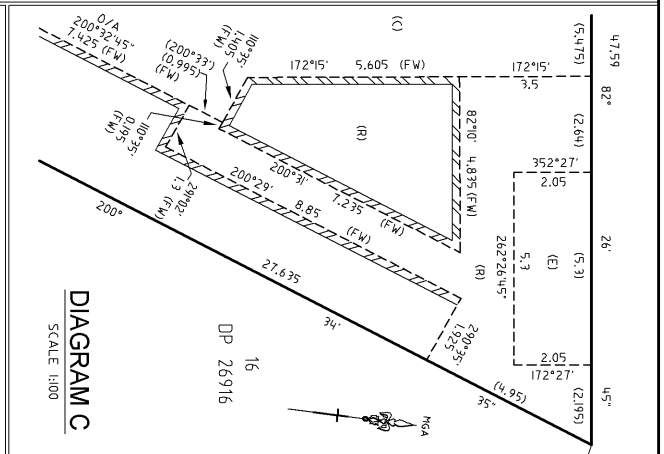
Name of Witness: JESSICA SASSINE

Signature of Witness: [Signature]

Address of Witness: Level 3, 1 Chifley Square Sydney

SURVEYOR'S REFERENCE: 2734R





BASEMENT LEVEL

NOTES:

RIGHT OF CARRIAGEWAY (C) AND RIGHT OF FOOTWAY (F) & (R) ARE LIMITED TO THE STRATUM OF THE LOTS AT THIS LEVEL.

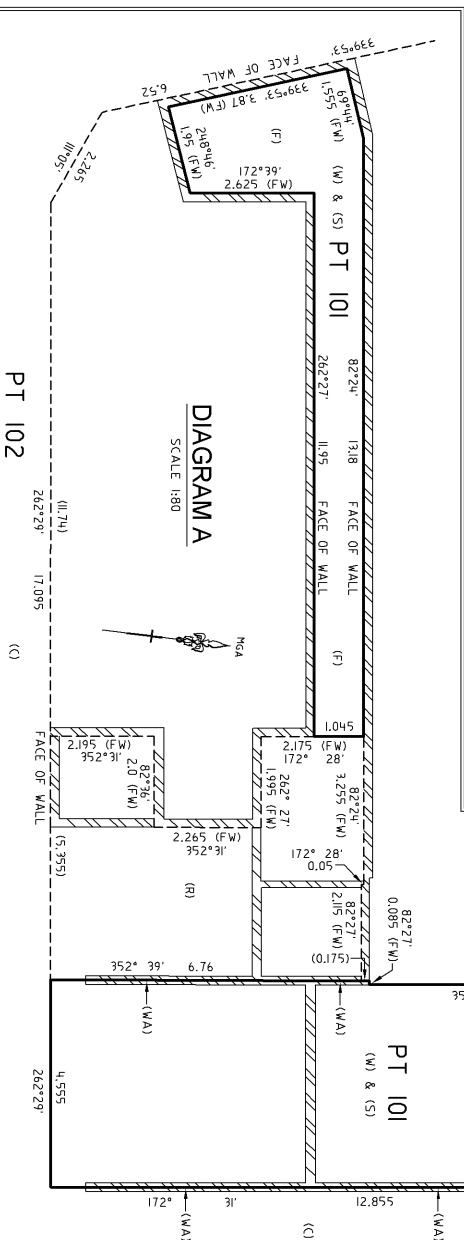


DIAGRAM A

08:

PT 102

DP1158211



SEE SHEET 4 FOR SECTIONS

GROUND LEVEL

STRATUM NOTES:

NOTE 1
LOT 102 IS LIMITED IN DEPTH BY THE HORIZONTAL PLANE AT RL 57.86 AND
AND UNLIMITED IN HEIGHT.

NOTE 2.

LOT 101 IS LIMITED TO THE STRATUM LYING BETWEEN HORIZONTAL PLANES A AND B. LOT 102 IS LIMITED IN DEPTH BY THE HORIZONTAL PLANE AT RL 61.035 AND UNLIMITED IN HEIGHT.

NOTE 3.

LOT 101 IS LIMITED TO THE STRATUM LYING BETWEEN HORIZONTAL PLANES A AND B. LOT 102 IS LIMITED IN DEPTH BY THE HORIZONTAL PLANE AT RL 60.915 AND UNLIMITED IN HEIGHT.



DIAGRAM C

SCALE 1:80

PT 101
PT 102

(V) IS LIMITED TO THE STRATUM LYING BETWEEN HORIZONTAL PLANS AT RL 57.86 AND RL 70 AND

Surveyor: ANTHONY JOHN BENNETT

Date of Survey: 22 OCTOBER 2010

Surveyor's Ref: 2734

PLAN OF SUBDIVISION OF LOT 17, 18 & 19 IN DP 26916

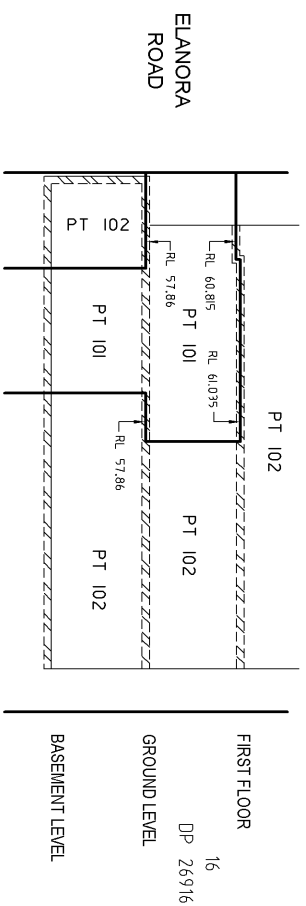
LGA: PITTWATER
Locality: EL ANORA HEIGHTS

Lengths are in metres. Reduction Ratio 1:200

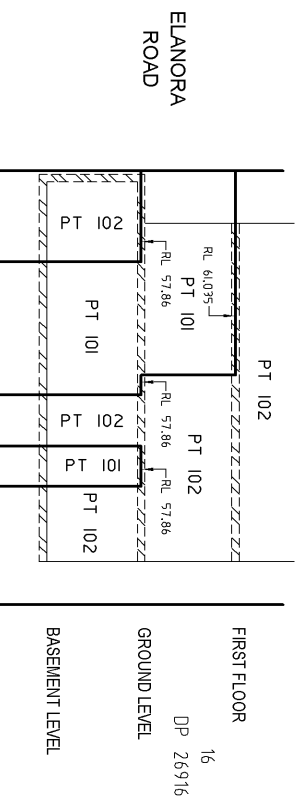
Registered

17.2.2017

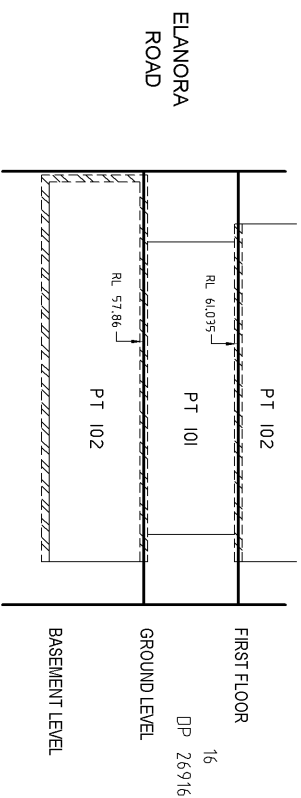
DP1158211



SECTION D
NOT TO SCALE



SECTION
NOT TO SCALE



SECTION F
NOT TO SCALE

<p>Surveyor: ANTHONY JOHN BENNETT</p> <p>Date of Survey: 22 OCTOBER 2010</p> <p>Surveyor's Ref: 2734</p>	<p>PLAN OF SUBDIVISION OF LOT 17, 18 & 19 IN DP 28916</p>	<p>LGA: PITTWATER</p> <p>Locality: ELANORA HEIGHTS</p> <p>Subdivision No: P08910</p> <p>Lengths are in metres. Reduction Ratio 1:400</p>	<p>Registered</p> <p>17.2.2011</p> 	<p>DP1158211</p>
--	---	--	--	------------------

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 23 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AS AMENDED IT IS INTENDED TO CREATE;

1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH(C)
2. RIGHT OF FOOTWAY VARIABLE WIDTH (F)
3. RIGHT OF FOOTWAY VARIABLE WIDTH (R)
4. EASEMENT FOR VENTILATION PURPOSES LIMITED IN HEIGHT.... (V)
5. EASEMENT TO DRAIN WATER (ENTIRE LOT)... (W)
6. EASEMENT FOR SERVICES (ENTIRE LOT) (S)
7. POSITIVE COVENANT
8. POSITIVE COVENANT
9. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE....(E)

Office Use Only

DP1158211

Registered: 17.2.2011



Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS 17, 18 & 19 IN DP 26916

LGA: PITTWATER

Locality: ELANORA HEIGHTS

Parish: NARRABEEN

County: CUMBERLAND

Survey Certificate

I, ANTHONY JOHN BENNETT
USHER & COMPANY PTY LIMITED
of PO BOX 1199, CHATSWOOD NSW 2057

a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2006 and was completed on: 22 OCTOBER 2010

The survey relates to LOTS 101 & 102
AND CONNECTIONS

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature: [Signature] Dated: 21 Dec 2010
Surveyor registered under the Surveying and Spatial Information Act 2002

Datum Line: 'A' - 'B'

Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 122313	DP 1115977
DP 1047021	DP 26916
DP 860676	DP 873466
DP 847199	DP 1048338
DP 851830	DP 1098338
DP 1043460	

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 2734

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

I,in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given
Signature:
Date:
File Number:
Office:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein
(insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: PITTWATER COUNCIL

Date of Endorsement: 22/12/10

Accreditation no:

Subdivision Certificate no: P08110

File no: N0434109

* Strike through inapplicable parts.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2³ sheet(s)

PLAN OF SUBDIVISION OF LOTS 17, 18 & 19
IN DP 26916

Office Use Only

DP1158211

Registered: 17.2.2011



Office Use Only

Subdivision Certificate No: P08110

Date of Endorsement: 22/12/10

EXECUTED by Elanora Developments
Pty Limited ABN 34 337 131 557
in accordance with section 127 of the
Corporations Act:

Signature of director

KEN NICHOLAS

Name (please print)

Signature of director/secretary

GREG GLEESON

Name (please print)

EXECUTED by Meridian Property
Development Services Pty Ltd
ABN 17 161 586 498
in accordance with section 127 of the
Corporations Act:

Signature of director

KEN NICHOLAS

Name (please print)

Signature of director/secretary

GREG GLEESON

Name (please print)

Signed on behalf of
WESTPAC BANKING CORPORATION by its attorney(s)
under power of attorney dated 17 January 2001
registered book 4299 no 332 in the presence of:

Signature of Attorney

LINDA BONVINI Tier Three Attorney
Full Name of Attorney

Name of Witness: JESSICA SASSINE

Signature of Witness:

Address of Witness: Level 3, 1 Chifley Sq Sydney

By executing this document the attorney
states that they have received no notice
of revocation of the power of attorney

Surveyor's Reference: 2734

PLAN 1158211

Continuing or holding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOTS 17, 18 & 19
IN DP 26916

Office Use Only

DP1158211

Registered:



17.2.2011

Office Use Only

Subdivision Certificate No: P08/10


Date of Endorsement: 22/12/2010

EXECUTED for and on behalf of
ENERGYAUSTRALIA by
in accordance with section 127 of the
Corporations Act:

KATHERINE MARGARET GUNTON

its duly constituted Attorney
pursuant to Power of Attorney
registered in Book 4528 No.1 in
the presence of:

Attorney


Witness

BRIDGET ANNE THOMPSON

Name of Witness

570 George Street
Sydney, NSW 2000

Address of Witness

Surveyor's Reference: 2734

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, OR PROFITS A PRENDRE INTENDED TO
 BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND OR POSITIVE
 COVENANTS TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,1919.**

ePlan

(Sheet 1 of 8 sheets)

DP1158211

Plan of subdivision of Lot 17, 18 and
 19 in DP26916 covered by
 subdivision certificate No: *P08110*

Full name and address of proprietor of Land	Elanora Developments Pty Limited 7 Garrick Ave Hunters Hill NSW 2110 Meridian Property Development Services Pty Ltd. 7 Garrick Ave Hunters Hill NSW 2110
---	---

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), Road(s), bodies or Prescribed Authorities
1.	Right of carriageway variable width <i>(C)</i>	102	101
2.	Right of footway variable width <i>(F)</i>	101	102
3.	Right of footway variable width <i>(R)</i>	102	101
4.	Easement for ventilation purposes limited in height <i>(V)</i>	102	101
5.	Easement to drain water (entire lot) <i>(W)</i>	101 102	102 101
6.	Easement for services (entire lot) <i>(S)</i>	101 102	102 101
7.	Positive Covenant	101 102	Pittwater Council
8.	Positive Covenant	101 102	Pittwater Council
9.	Easement for electricity and other purposes 2.05 wide <i>(E)</i>	101 102	Energy Australia ABN 67 505 337 385

Council Authorised Person.....*[Signature]*.....

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, OR PROFITS A PRENDRE INTENDED TO
BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND OR POSITIVE
COVENANTS TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,1919.**

ePlan
(Sheet 2 of 8 sheets)

DP1158211

Plan of subdivision of Lot
17, 18 and 19 in DP26916
covered by subdivision
certificate No: P08/10

PART 2 (Terms)

1. Terms of Right of Carriageway variable width numbered 1 in the abovementioned plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession of the lot 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 with or without vehicles for all purposes through that part of the lot burdened shown on the plan as "Right of Carriageway variable width".

2. Terms of Right of Footway variable width numbered 2 in the abovementioned plan.

Full and free right in an emergency only for the owners and occupiers of the lot 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 on foot without vehicles for the purposes of access to fire stairs and elevators through that part of the lot burdened shown on the plan as "Right of Footway variable width".

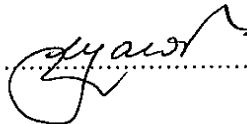
3. Terms of Right of Footway variable width numbered 3 in the abovementioned plan.

Full and free right for the owners and occupiers of the lot 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 on foot at all times without vehicles for the purposes of access to fire stairs and elevators through that part of the lot burdened shown on the plan as "Right of Footway variable width".

4. Terms of Easement for ventilation purposes limited in height numbered 4 in the abovementioned plan.

Full and free right for the owners and occupiers of the lot benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person to install and maintain ventilation ducting and equipment in and through the lot burdened or any part thereof.

Council Authorised Person.....



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, OR PROFITS A PRENDRE INTENDED TO
BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND OR POSITIVE
COVENANTS TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

ePlan
(Sheet 3 of 8 sheets)

DP1158211

**Plan of subdivision of Lot
17, 18 and 19 in DP26916
covered by subdivision
certificate No: P08110**

The owners and occupiers of the lot benefited or any part thereof with which the right shall be capable of enjoyment and every person authorised by that person may enter on the lot burdened, with or without workmen, materials or specialist services for the purpose of installing, repairing, maintaining, renewing and replacing or removing any ventilation ducting and equipment provided that they have first obtained the consent of the owner or occupier of the lot burdened which consent shall not be unreasonably withheld. In exercising this right the owner of the lot benefited must: -

- (a) ensure that all work is done properly;
- (b) cause as little interference as possible to the owner or any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it;
and
- (d) make good any damage caused.

5. Terms of Easement to Drain Water (entire lot) numbered 5 in the abovementioned plan.

Full and free right for the owners and occupiers of the lot benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, to drain water from the land benefited in any quantities across and through that part of lot burdened or any part thereof together with the right to use any line of pipes laid within the lot burdened for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor.

6. Terms of Easement for Services (entire lot) numbered 6 in the above mentioned plan.

Full and free right for the owners and occupiers of the lot benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, to have the Services existing at the date of registration of the plan supplied to the lot benefited and remain through the lot burdened.

The owners and occupiers of the lot benefited and any part thereof with which the right shall be capable of enjoyment and every person authorised by that person, may enter on the lot burdened, with or without workmen, materials and specialist services for the purpose of installing, repairing, maintaining, renewing and replacing or removing any Services provided that they have first obtained the consent of the owner or occupier of the lot burdened which consent shall not be unreasonably withheld. In exercising this right the owner or occupier of the lot benefited must in exercising its rights:

Council Authorised Person.....

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, OR PROFITS A PRENDRE INTENDED TO
BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND OR POSITIVE
COVENANTS TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,1919.**

ePlan
(Sheet 4 of 8 sheets)

DP1158211

**Plan of subdivision of Lot
17, 18 and 19 in DP26916
covered by subdivision
certificate No: P08/10**

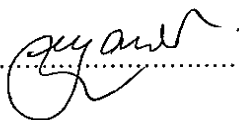
- (a) ensure that all work is done properly;
- (b) cause as little interference as possible to the owner or any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
- and
- (d) make good any collateral damage.

In this clause "Services" includes the supply of any matter or thing including the supply of water, gas, electricity, telephone, internet and television and the discharge of sewage, sullage and other fluid wastes.

7. Terms of Positive Covenant numbered 7 in the above mentioned plan.

1. The proprietor of the burdened lot from time to time shall do all things necessary to maintain, repair and replace the outlet grates and pipes and structures of and incidental to the stormwater detention system within the land so burdened to the satisfaction of Pittwater Council (Council) and in this regard must comply with any written request of the Council within such reasonable time period as nominated in the said request.
2. Where the proprietor of the burdened lot fails to comply with any written request of Council referred to in 1. above the proprietor shall meet all reasonable cost incurred by the Council in completing the works requested.
3. Full and free right for Council and every person authorised by it to enter upon the burdened lot in order to inspect, maintain, cleanse, replace, repair any pipeline, grate, pit, other structure or alter surface levels to ensure the on-site detention system within the land so burdened functions as designed.
4. Such improvements, alterations or amplifications to the stormwater detention system on the land shall be made at anytime and as from time to time as Pittwater Council shall by notice in writing reasonably require.

Council Authorised Person.....



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, OR PROFITS A PRENDRE INTENDED TO
BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND OR POSITIVE
COVENANTS TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

ePlan
(Sheet 5 of 8 sheets)

DP1158211

**Plan of subdivision of Lot
17, 18 and 19 in DP26916
covered by subdivision
certificate No: P08110**

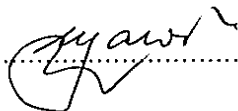
5. Nothing shall be done upon the land or allowed to remain upon the land which:
- (a) alters the level of the land; or
 - (b) impedes or interferes with the normal flow of stormwater or other water through the stormwater and detention structures constructed on the land or which interferes with their proper operation.

8. Terms of Positive Covenant numbered 8 in the plan

The proprietor of the lot burdened (the Proprietor) covenants with Pittwater Council (Council) that they will maintain and repair the structure and works on the lot burdened in accordance with the following terms and conditions:

1. The Proprietor will:
 - (a) keep the structure and works in good order and in accordance with the guidelines set out in the Geotechnical Report prepared by Taylor Geotechnical Engineering Pty Ltd dated 4 August 2008 (the report); and
 - (b) inspect, maintain and repair at the sole expense of the Proprietor the whole of the structure and works so that it achieves the "acceptable level of risk" criteria as defined in the Report over the life of the development.
2. For the purpose of ensuring observance of this covenant Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than 28 days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
3. By written notice Council may require the Proprietor to carry out such work within such time as Council may require to ensure the proper and efficient performance of the structure and works.
4. In the event that the Proprietor fails to comply with the terms of any written notice issued by Council as set out above Council or its authorised agents may enter the land with all necessary equipment and carry out any work which Council in its discretion considers reasonable to comply with the said notice referred to in paragraph 3 hereof.

Council Authorised Person.....



INSTRUMENT SETTING OUT TERMS OF EASEMENTS, OR PROFITS A PRENDRE INTENDED TO
BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND OR POSITIVE
COVENANTS TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

ePlan
(Sheet 6 of 8 sheets)

DP1158211

Plan of subdivision of Lot
17, 18 and 19 in DP26916
covered by subdivision
certificate No: P08/10

5. Council may recover from the Proprietor in a Court of competent jurisdiction any expense reasonably incurred by it in exercising its powers under paragraph 4 hereof.

For the purposes of this positive covenant:

Structure and works shall mean the on-site foundations, footings and retaining walls constructed on the land as detailed in the plans approved by Council DA No. N0434/08 and the recommendations contained in the Report of the approved Geotechnical Report prepared by Taylor Geotechnical Engineering Pty Ltd dated 4 August 2008.

9. Terms of easement for electricity and other purposes numbered 9 in the plan

An easement is created in accordance with the terms and conditions set out in memorandum registered number AC289041 (memorandum). In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

EXECUTED for and on behalf of
ENERGYAUSTRALIA by

KATHERINE MARGARET GUNTON
its duly constituted Attorney pursuant to
Power of Attorney registered Book 4528
No. 401 in the presence of:

.....
Attorney

[Signature]
.....

Witness

BENEDICT KIWWE THOMSON
.....

Name of Witness (please print)

570 George Street,
Sydney, NSW, 2000

.....
Address of Witness

Council Authorised Person.....

[Signature]
.....

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, OR PROFITS A PRENDRE INTENDED TO
BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND OR POSITIVE
COVENANTS TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

ePlan
(Sheet 7 of 8 sheets)

DP1158211

Plan of subdivision of Lot
17, 18 and 19 in DP26916
covered by subdivision
certificate No: P08110

EXECUTED by Elanora Developments
Pty Limited ACN 34 337 131 557
in accordance with section 127 of the
Corporations Act:

.....
Signature of director

KEN NICHOLAS

.....
Name (please print)

.....
Signature of director/secretary

GREG CLEESON

.....
Name (please print)

EXECUTED by Meridian Property
Development Services Pty Ltd
ACN 17 161 586 498 in accordance
with section 127 of the Corporations Act:

.....
Signature of director

KEN NICHOLAS

.....
Name (please print)

.....
Signature of director/secretary

GREG CLEESON

.....
Name (please print)

Council Authorised Person.....

.....
[Signature]


INSTRUMENT SETTING OUT TERMS OF EASEMENTS, OR PROFITS A PRENDRE INTENDED TO
BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND OR POSITIVE
COVENANTS TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

ePlan
(Sheet 8 of 8 sheets)

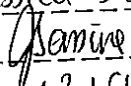
DP1158211

Plan of subdivision of Lot
17, 18 and 19 in DP26916
covered by subdivision
certificate No: P0810

Signed on behalf of
WESTPAC BANKING CORPORATION by its attorney(s)
under power of attorney dated 17 January 2001
registered book 4299 no 332 in the presence of:


Signature of Attorney
LINDA BONVINI Tier Three Attorney
Full Name of Attorney

By executing this document the
states that they have received
of revocation of the power of attorney

Name of Witness: Jessica Sassine
Signature of Witness: 
Address of Witness: Level 3, 1 Chifley Square

Council Authorised Person.....


REGISTERED



17.2.2011

SP 84516

ePlan

Strata Management Statement

REGISTERED



17.2.2011

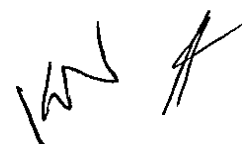
Handwritten signature

SP84516

ePlan

Contents

1.	Parties bound	4
2.	General Obligations	4
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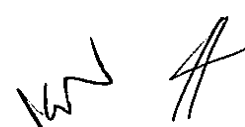
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Schedule 1 - Definitions and Interpretation

Schedule 2 - List of Shared Facilities

Schedule 3 - Shared Costs for Shared Facilities

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PART A

INTRODUCTION

Approved Form 28

Strata Schemes (Freehold Development) Act 1973

Sections 28R – 28W and Schedule 1C

1. Parties Bound

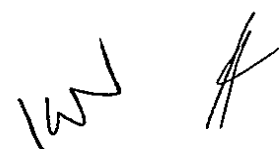
This statement has effect as an agreement under seal binding:-

- (a) An owners corporation of a strata scheme for part of the building;
- (b) a proprietor, mortgagee in possession or lessee for the time being of any of the lots in the strata scheme; and
- (c) any other person in whom the fee simple of any part of the building or its site (being a part affected by the statement) is vested for the time being or the mortgagee in possession or lessee of any such part. (Section 28W, *Strata Schemes (Freehold Development) Act 1973*).

2. General Obligations

2.1. General Obligations of the Members

- (a) Each Member must:
 - (i) promptly comply with their obligations under this Statement and the Act;
 - (ii) promptly pay their respective contributions for Shared Facilities and any other payments due under this Statement;
 - (iii) make sure the Building Management Committee effects and maintains the Insurances required by this Statement and the Act;
 - (iv) implement decisions of the Building Management Committee;
 - (v) ensure the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;



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- (b) Each Member will be responsible for its respective acts and those of its Occupiers, contractors, employees and agents in occupying or using parts of another Member's property and will release that other Member, its Occupiers, contractors, employees and agents from any costs, claims or liability unless the other Member, its Occupiers, contractors, employees or agents have been negligent.
- (c) Each Member must use reasonable endeavours to require its Occupiers, contractors, employees and agents (and in the case of an Owners Corporation, each owner of a lot in a Strata Scheme) to comply with this Statement.

2.2. Rights of Access over parts of the Building

- (a) The Members, Owners and Occupiers must not interfere unreasonably with access to or from any part of the Building including the Shared Facilities by another Member, Owner or Occupier.
- (b) The Owners Corporations must allow the other Members, Owners and Occupiers the use of common property in their Strata Scheme for access to or from another Stratum Lot or Strata Lot.
- (c) For the purposes of clause 2.2(a) & (b) the Owners Corporation may impose conditions on use and access including the use of security keys and other security devices.

2.3. Access to Shared Facilities

- (a) Each Member must give the Building Management Committee access to maintain, repair and replace Shared Facilities located in the common property of a Strata Scheme or a Stratum Lot.
- (b) The Building Management Committee must give reasonable notice to a Member before it requires access to that Members common property to maintain, repair or replace Shared Facilities.
- (c) Except in an emergency, the Building Management Committee may gain access under this clause 2.3 to the common property of a Members Strata Scheme or Stratum Lot only:
 - (i) during the hours reasonably agreed to by the relevant Member; and
 - (ii) according to the reasonable requirements of the relevant Member.

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2.4. Agreement to Shared Costs

- (a) The Members agree to the apportionment of Shared Costs as set out in Schedule 3.
- (b) The Members acknowledge that the apportionments are and must always be equitable and reasonable having regard to the use and benefit of the Shared Facilities to each Member.

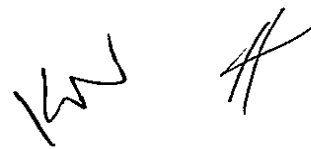
2.5. Nature of obligations

The obligations of the Members under this Statement are joint and several.

2.6. Submissions by Members

A Member who is not a Defaulting Member has the right to submit to the Building Management Committee a proposal to:

- (a) vary, modify, repair, renew or replace a Shared Facility;
- (b) recommend an additional facility for the Building;
- (c) vary Schedule 2;
- (d) amend this Statement;
- (e) replace the Strata Manager or appoint a new Strata Manager; and
- (f) consider any other matter or thing to which this Statement has application.

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PART B

COMPULSORY AND RELATED MATTERS

3. Management of the Building

3.1. Establishing the Building Management Committee

The Members must establish the Building Management Committee within one month after this Statement is registered and must always maintain a Building Management Committee.

3.2. Members of the Building Management Committee

The members of the Building Management Committee are:

- (a) The Residential Stratum Owner; and
- (b) The Retail and Commercial Stratum Owner.

3.3. Representatives of the Building Management Committee

- (a) Each Member must appoint a representative to represent it on the Building Management Committee.
- (b) Each Member must give to each other Member written notice of the name, address and telephone number of its Representative.
- (c) A Member may at any time give to the other Member notice of the name, address and telephone number of a duly appointed replacement for its Representative.
- (d) Anything done by a Representative or Replacement Representative has the same effect as if done by the Member.
- (e) Service of notices or documents on the Building Management Committee must be in accordance with the requirement for service in clause 6 and is effective if given to each Member's Representative for the time being as notified under either clause 3.3(b) or 3.3(c).

3.4. Chairperson/Office bearers

- (a) The Building Management Committee:
 - (i) must appoint a chairperson for each meeting; and

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- (ii) may appoint any other Office Bearer the Building Management Committee considers necessary from time to time.
- (b) An Office Bearer must be either a Representative, Replacement Representative, or the Strata Manager to be eligible for appointment.
- (c) The appointment of an Office Bearer may be terminated by the unanimous resolution of the Building Management Committee at a meeting.
- (d) The Building Management Committee may appoint the same person to hold all or one of the positions referred to in clause 3.4(a).

3.5. Functions of the Building Management Committee

The functions of the Building Management Committee are to:

- (a) comply with this Statement and the Act;
- (b) manage the Building and ensure that the Members comply with their obligations under this Statement and the Act;
- (c) convene and hold meetings;
- (d) effect Insurances according to the Act;
- (e) enter into contracts with persons to provide services;
- (f) operate and repair the Shared Facilities as necessary;
- (g) change, add to, or extend the list of Shared Facilities as necessary;
- (h) equitably and impartially control the use of the Shared Facilities;
- (i) make impartial and equitable allocations of the costs of operating, maintaining, renewing, replacing, insuring of, or adding to, or altering the Shared Facilities in accordance with Schedule 2 subject to any amendments made in accordance with this Statement;
- (j) make decisions regarding the appointment of the Strata Manager and monitor the performance of the Strata Manager;
- (k) make and implement decisions in respect of matters referred to in this Statement;

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- (l) appoint one or more of its Members to perform any of its powers, authorities, duties or functions set out in the Act and in doing so it must clearly define the power, authority, duty or function which must be carried out by that Member according to the Building Management Committee's directions; and
- (m) consider and determine any other matter which the Members determine should be considered by the Building Management Committee.

4. Meetings and Procedures for Meetings

4.1. Meetings

The Building Management Committee must hold a meeting:

- (a) if required to do so under this Statement
- (b) within 14 days of a written request from a Member in writing to convene a meeting, provided that the Member requesting the meeting is not a Defaulting Member
- (c) if no other meeting has been held in the preceding six month period; and
- (d) if the Building Management Committee decides to hold the meeting.

4.2. Meeting Requests

A request for a meeting must set out the issue or proposal required to be addressed.

4.3. Notice of Meetings

- (a) 7 Business Days' notice of a meeting with an agenda must be given by the Building Management Committee to each Member.
- (b) In the case of an emergency, shorter notice may be given.

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4.4. Quorum

- (a) A quorum for any meeting of the Building Management Committee will consist of the Representative or Replacement Representative of each Member except a Defaulting Member.
- (b) A quorum must be present at a meeting of the Building Management Committee to vote on any motion.
- (c) If a quorum is not present within half an hour from the time appointed for a meeting, the meeting will be adjourned for 2 Business Days.
- (d) The Building Management Committee must hold the adjourned meeting at the same time and at the same place notified for the original meeting.
- (e) The quorum for the adjourned meeting will be that number of Representatives or Replacement Representatives present at the adjourned meeting.

4.5. Voting

- (a) At each meeting of the Building Management Committee, each Member, provided they are not a Defaulting Member, is entitled through their Representative or Replacement Representative to vote and will each have one vote.
- (b) A Defaulting Member is not entitled to vote at a meeting.
- (c) A Member's Representative or Replacement Representative must vote at a meeting according to the instructions of the Member who appointed the Representative or Replacement Representative.
- (d) The Chairperson does not have a casting vote at meetings of the Building Management Committee.
- (e) If the Building Management Committee decides on a matter it must be decided by an Ordinary Resolution, unless otherwise stated in this Statement.
- (f) A Member who does not have the benefit of or does not contribute towards the costs of any Shared Facility may only vote for the purposes of any Unanimous Resolution about that Shared Facility if the motion if passed has the effect that the Member is required to contribute towards the cost of the Shared Facility.

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4.6. Motions Requiring Unanimous Resolution

The Building Management Committee must decide the following matters by Unanimous Resolution:

- (a) amending, adding to or repealing this Statement;
- (b) distributing surplus funds from the Administrative Fund or the Sinking Fund;
- (c) amending, modifying or adding a Shared Facility;
- (d) changing, adding to or adjusting the division of costs for any Shared Facility.

4.7. Delegation

The Building Management Committee may at any time and from time to time delegate any of its powers, authorities, duties or functions to the Strata Manager.

4.8. Minutes

- (a) The Building Management Committee must distribute minutes of the meeting to the Members within 10 days of the meeting.
- (b) The Building Management Committee may set a procedure for inspecting and for obtaining copies of the records of the Building Management Committee.

5. Dispute Resolution

5.1. Parties to a Dispute

The party or parties to a Dispute may be the Building Management Committee, a Member, and Owner or an Occupier.

5.2. Obligation to Resolve

If a Dispute arises then that Dispute must be dealt with in accordance with this clause 5 and the parties to a Dispute must endeavour in good faith to resolve the Dispute before they take action under this clause.

5.3. Notice Requirements

- (a) Any party referred to in clause 5.1 may at any time notify another party or parties referred to in clause 5.1 of a Dispute by serving a Dispute Notice.

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- (b) If the Dispute is not resolved within 14 days after the Dispute Notice has been served then a party to the Dispute may by written notice to the other party or parties to the Dispute require the Dispute to be referred to an independent expert.

5.4. Appointment of an Independent Expert

If within 7 days of service of the notice given under clause 5.3(b) the parties to the Dispute cannot agree on such an independent expert, any party to the Dispute may request that the president of the Law Society of NSW appoints an independent expert.

5.5. Independent Expert

The person agreed to or appointed is to act as an expert and not as an arbitrator.

5.6. Written Submissions to Independent Expert

The party or parties in dispute may make written submissions to the independent expert regarding the Dispute and must give to the independent expert all relevant information within 10 business days of the independent expert's written request.

5.7. Independent Expert's Determination

The independent expert must determine the Dispute within 30 days of their appointment having regard to written submissions, this Statement and the independent expert's own enquiries.

5.8. Costs

The cost of the independent expert's decision will be borne by the party or parties in such shares as the independent expert determines, and in the absence of such a determination as to costs then in equal shares. Each party is responsible for its own costs in connection with the Dispute.

6. Service of Notices on the Building Management Committee

6.1. Notices and Receipt Requirements

- (a) A notice, approval, consent or other communication in connection with this Statement must be in writing.
- (b) Each party may send a notice:

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- (i) by prepaid ordinary post to the address of the addressee;
 - (ii) by hand; or
 - (iii) by facsimile to the facsimile number of the addressee.
- (c) A notice is deemed to be received:
- (i) if sent by ordinary post on the third day after posting;
 - (ii) if sent by hand, at the time of delivery; and
 - (iii) if sent by facsimile when the transmission has been completed except where:
 - (a) the senders machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission; or
 - (b) the time of dispatch is after 5.00 pm on a Business Day in which case the notice shall be taken to have been received at 9.00 am on the next Business Day.

Part C

Other Matters

7. Strata Manager

7.1. The Strata Manager

- (a) The Building Management Committee may appoint a Strata Manager to assist it to perform its functions under this Statement.
- (b) The Strata Manager must be a licensed strata managing agent as required by the Act.
- (c) The Building Management Committee may require the Strata Manager to:
 - (i) ensure the proper operation, maintenance, repair, renovation and replacement of the Shared. Facilities;
 - (ii) carry out or arrange for the carrying out of maintenance, repair and replacement of a Shared Facility, collect from the

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Members the maintenance, repair, renovation or replacement costs of a Shared Facility;

- (iii) effect and maintain the Insurance on behalf of the Members;
 - (iv) implement decisions made by the Building Management Committee; and
 - (v) prepare a plan for any refurbishment works or any other works.
- (d) If the Building Management Committee appoints a Strata Manager, it must enter into an agreement with the Strata Manager which clearly sets out the terms of appointment and the functions delegated to the Strata Manager.

8. Insurance

8.1. Insurance obligations

- (a) The Building Management Committee must effect and maintain the Insurances throughout the operation of this Statement and without limitation must:
 - (i) review the Insurances at least once every 12 months to examine the current policies and the requirement for any additional policies if necessary;
 - (ii) at least every 48 months appoint a qualified valuer to have the Building valued for insurance purposes; and
 - (iii) allow for insurance premium cost increases which may occur during the period of such Insurances.
- (b) The Building Management Committee must ensure that any relevant information known to it and relating to the Insurances is provided to the approved insurer.
- (c) The Members agree that the cost of the Insurances is to be included in the Shared Costs.
- (d) If a Member does anything to increase an insurance premium then that Member must pay the amount of the increase of the premium.

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8.2. Affect Insurances

- (a) A Member must not, without the prior written consent of the Building Management Committee, do or permit anything which may invalidate or suspend any Insurance or increase the premium for insurance effected under the Act.
- (b) If a Member does anything which increases the premium for an Insurance effected under the Act then that Member must pay any resulting additional insurance premium.

9. Shared Facilities

9.1. Shared Facilities

Subject to the description of Shared Facilities in Schedule 2, Shared Facilities include the:

- (a) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but exclude any of those things which exclusively service one Member's part of the Building;
- (b) any rooms or areas in which Shared Facilities are located;
- (c) any area located in a Member's property that is used by another Member,
- (d) maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (e) parts or consumables used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (f) labour used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (g) inspection of Shared Facilities (if applicable) by Government Agencies; and
- (h) certification of Shared Facilities for the purposes of the law.

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9.2. Costs of Shared Facilities

Subject to the description of Shared Facilities as set out in Schedule 2, costs relating to Shared Facilities include costs for:

- (a) the repair, operation, cleaning, maintenance, replacement maintenance and preventative maintenance of Shared Facilities;
- (b) parts or consumables used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (c) labour used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (d) the certification of Shared Facilities for the purposes of the law; and
- (e) the inspection of Shared Facilities (if applicable) by Government Agencies;

10. Shared Costs

10.1. Contribution to Shared Costs

- (a) Each Member must pay its proportion of the Shared Costs referred to in Schedule 3.
- (b) Each Member acknowledges that the proportions of the Shared Costs are based on those methods for allocation referred to in Schedule 3 and are appropriate.

11. Alterations to Shared Facilities and Shared Costs

11.1. Acknowledgment

The Members acknowledge that Schedule 2 and Schedule 3 may need to be amended if:

- (a) additional Shared Facilities are identified;
- (b) any of the Shared Facilities are modified or replaced;
- (c) there are any alterations to the Building;
- (d) there are any variations in the usage of the Shared Facilities; or
- (e) changes to legislation require it.

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11.2. Alterations to Shared Facilities

- (a) The Building Management Committee may by Unanimous Resolution:-
 - (i) vary, modify, add to, or adjust the Shared Facilities; and
 - (ii) change the costs, add new costs, or adjust the proportion of costs for the Shared Facilities.
- (b) If this occurs the Shared Facilities in Schedule 2 and the division of costs for the Shared Facilities in Schedule 3 will be treated as amended at the time the Chairperson signs the minutes which record the Unanimous Resolution.

12. Maintenance of Shared Facilities

12.1. Maintenance of Shared Facilities

- (a) The Building Management Committee must ensure that the Shared Facilities are cleaned, maintained, repaired, renewed, or replaced.
- (b) The Building Management Committee may at its discretion enter into agreements with contractors to carry out the cleaning, maintenance, repair, renewal or replacement of the Shared Facilities.

13. Damage to Shared Facilities

13.1. Members, Owners and Occupiers must:

- (a) only use a Shared Facility for its intended purpose;
- (b) immediately notify the Building Management Committee if they become aware of any damage to or any defect in a Shared Facility; and
- (c) compensate the Building Management Committee for any damage to a Shared Facility caused by the relevant Member, Owner or Occupier, their visitors or contractors undertaking work in the Building on their behalf.

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14. Financial Matters

14.1. Administrative Fund and Sinking Fund

- (a) Within one month after this Statement is registered the Building Management Committee must establish an administrative fund and a sinking fund for contributions to Shared Costs.
- (b) The Administrative Fund must be used to pay the day to day expenses of operating and maintaining the Shared Facilities, insurance costs, administrative costs and other costs that are not Sinking Fund costs.
- (c) The Sinking Fund must be used for all capital works to pay for renewing and replacing the Shared Facilities.

14.2. Budgets

- (a) The Building Management Committee must prepare a budget for the amount of money it will need for each 12 month period in advance to pay for the Shared Costs incurred under this Statement.
- (b) The Building Management Committee must budget and levy sufficient contributions for its funds under clause 14.2(a) to comply with its obligations under this Statement.
- (c) The first budget referred to in clause 14.2(a) must be prepared within one month of registration of this Statement.

14.3. Contributions

- (a) The Building Management Committee must impose a contribution on each Member being each Member's Share based on the budget for the relevant 12 month period under clause 14.1(a) by written notice.
- (b) The Building Management Committee must levy the first contribution within one month of registration of this Statement.

14.4. Payments

- (a) Each Member must pay the contribution within the time specified for payment in the notice.
- (b) If the Member fails to pay the contribution within the time specified for payment in the notice it becomes a Defaulting Member.

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14.5. Additional Expenses Payable

If the Building Management Committee is faced with additional expenses which it cannot immediately meet from the amounts payable or paid under clause 14.2(a), then it can impose a further contribution on each Member to meet the additional expenses to enable the Building Management Committee to carry out its obligations under this Statement and the Act.

14.6. Accounts

- (a) The Building Management Committee must open accounts for the Administrative Fund and the Sinking Fund with a bank or building society or credit union.
- (b) The Building Management Committee must deposit into the Administrative Fund all amounts received from the Members as contributions to the Administrative Fund.
- (c) The Building Management Committee must deposit into the Sinking Fund all amounts received from the Members as contributions to the Sinking Fund.
- (d) Withdrawals from the Administrative Fund and Sinking Fund accounts may only be made in accordance with clauses 14.1(b) and 14.1(c) respectively, for the purposes permitted under this Statement, or by a Unanimous Resolution authorising an expenditure of money.
- (e) The Building Management Committee may place money from the Administrative Fund or the Sinking Fund in an interest bearing deposit account at a bank, building society, or credit union, and:
 - (i) interest earned on monies in the Administrative Fund account must be credited to the Administrative Fund; and
 - (ii) interest earned on monies in the Sinking Fund account must be credited to the Sinking Fund.

14.7. Financial Statements

Within 3 months after the expiry of each 12 month period referred to in clause 14.2(a), the Building Management Committee must provide each Member with an audited financial statement for the funds in the Administrative Fund and the Sinking Fund.

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14.8. Surplus Funds

If there are surplus funds in any fund established under clause 14.1, the Building Management Committee decided by way of Unanimous Resolution may distribute it between the Members in the shares determined by the Building Management Committee.

14.9. Defaulting Member

- (a) If a Member fails to pay a contribution imposed under either clauses 14.3 or 14.5, it will then be a Defaulting Member;
- (b) any money payable and unpaid by the Defaulting Member accrues interest at the Default Rate and may be recovered by any other Member (acting as agent for the Building Management Committee) as a debt due and owing; and
- (c) while a Member remains a Defaulting Member, that Members Representative is not entitled to exercise its vote at any meeting of the Building Management Committee.

15. Stormwater Detention System

15.1. Council Requirement

The Development Approval requires the construction and maintenance of a Stormwater Detention System at the Building.

15.2. Cleaning and Maintenance

The Stormwater Detention System is a Shared Facility and the Members are responsible for the regular cleaning, maintenance, repair, and replacement, of the Stormwater Detention System so as to ensure that it is at all times in effective working order and condition.

15.3. Positive Covenant

The Council, as a condition of the Development Approval, (to ensure compliance with clause 16.2) may require that a Positive Covenant burdening the Building is registered.

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SCHEDULE 1 - Definitions and interpretation

Definitions

In this Statement, unless a contrary intention appears the following applies:

Act means either the *Strata Schemes (Freehold Development) Act 1973* and regulations, or the *Strata Schemes Management Act 1996* and regulations, as appropriate.

Administrative Fund means the administration fund established by the Building Management Committee pursuant to clause 14.1(a).

Base Rate means the Cash Rate Target (per cent) as determined by the Reserve Bank of Australia from time to time.

Building means the building constructed on the Land to be known as "Elanora" 47-49 Elanora Road, Elanora Heights, NSW 2101.

Building Management Committee means the Building Management Committee established and maintained under clause 3.1 as required by the Act.

Business Day means any day that is not a Saturday, Sunday, bank holiday, or gazetted public holiday.

Council means Pittwater Council, and includes any successor.

Common Property means the common property in a Strata Scheme.

Defaulting Member means a Member which fails or has failed to comply with its obligations as prescribed under clause 14.9(a) and who will have no voting rights at meetings of the Building Management Committee unless it has satisfied those obligations before the date of notice for such a meeting. (Other clauses of the Statement may also deem when a Member is a "Defaulting Member").

Default Rate means the rate of interest 5% per annum above the Base Rate.

Development Application means DA434/08 as varied from time to time.

Development Approval means the consent issued by Council in respect of the Development Application dated 17 February 2009 as varied from time to time.

Dispute means any dispute, disagreement, difference or controversy between any of the parties referred to in clause 5.1 in connection with or arising out of this Statement or the interpretation of this Statement.

Dispute Notice means a notice of a Dispute given pursuant to clause 5.3(a).



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Garbage Areas means the waste room and recycling waste room located on the basement level which is a Shared Facility.

Garbage Facilities means the Garbage Areas and all garbage and recycling bins installed or used at the Building necessary for the efficient, clean and hygienic handling, storage and disposal and recycling of garbage and waste generated from the Building.

Government Agency means:

- (a) government or government department or body;
- (b) governmental, semi-governmental or judicial person; or
- (c) person who is charged with the administration of a law.

Insurance/s means all or any of the insurances required under the Act with an approved insurer as prescribed under the Act and any other insurance determined by Unanimous Resolution to be an Insurance.

Land means Lots 101 and 102 DP [*to be inserted*]

Member means a member of the Building Management Committee as determined by clause 3.2.

Office Bearer means the chairperson, secretary or treasurer of the Building Management Committee.

Ordinary Resolution means a resolution of the Building Management Committee that is passed at a duly convened meeting by simple majority of votes cast by the Member's Representatives or Replacement Representatives who attend the meeting and who are entitled to vote.

Occupier means the tenants, occupiers, invitees and/or mortgagees in possession of a Stratum Lot or a Strata Lot as is appropriate.

Owner means an owner of a Strata Lot.

Owners Corporation means the owners corporation for a Strata Scheme.

Positive Covenant means a positive covenant to be registered on the title to the Land as required by Council under the terms of the Development Approval.

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Registration Date means in relation to each of the following Stratum Lots:

- a. Residential Stratum; and
- b. Retail and Commercial Stratum,

the date that the Strata Plan is registered which subdivides that Stratum Lot.

Replacement Representative means in relation to a Member its replacement Representative on the Building Management Committee appointed pursuant to clause 3.4(c).

Representative means in relation to a Member its representative on the Building Management Committee; Residential Stratum means Lot 102 in DP [] and the structure erected on that lot.

Residential Stratum Owner means

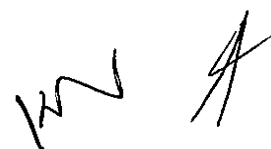
- a. up to the day before the relevant Registration Date:
 - (i) Elanora Developments Pty Limited;
 - (ii) any person other than Elanora Developments Pty Limited who is registered or entitled to be registered as the owner of the Residential Stratum; and
 - (iii) any mortgagee in possession in possession of the Residential Stratum; and
- b. on and from the relevant Registration Date, the Residential Stratum Owners Corporation.

Residential Stratum Owners Corporation means the Owners Corporation constituted on registration of the Strata Plan which subdivides the Residential Stratum.

Retail and Commercial Stratum means Lot 101 in DP [] and the structure erected on that lot.

Retail and Commercial Stratum Owner means

- a. up to the day before the relevant Registration Date:
 - (i) Elanora Developments Pty Limited;
 - (ii) any person other than Elanora Developments Pty Limited who is registered or entitled to be registered as the owner of the Retail and Commercial Stratum; and



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- (iii) any mortgagee in possession in possession of the Retail and Commercial Stratum; and
- b. on and from the relevant Registration Date, the Retail and Commercial Stratum Owners Corporation.

Retail and Commercial Stratum Owners Corporation means the Owners Corporation constituted on registration of the Strata Plan which subdivides the Retail and Commercial Stratum.

Rules means the rules made by the Building Management Committee in relation to the control, operation, management, use and enjoyment of the Building and the Shared Facilities.

Schedule means either Schedule 1 or 2 of this Statement as varied or amended in accordance with this Statement from time to time.

Share means the relevant percentage of the total costs in connection with the Shared Facilities allocated to each Member as set out in Schedule 3.

Shared Costs means all expenses incurred or to be incurred in relation to the Shared Facilities and apportioned between the Members by a determination of the Building Management Committee, having regard to the allocation of respective proportions referred to in clause 10.1 including but not limited to:

- (a) operation, maintenance and repair costs;
- (b) renewal, renovation and replacement costs;
- (c) insurances;
- (d) fees payable to the Strata Manager; and
- (e) all other amounts determined by the Building Management Committee to be Shared Costs.

Shared Facilities means the services, facilities, machinery, equipment or items in a Stratum Lot or Strata Scheme that are:

- (a) used by two or more Members or Owners; or
- (b) used by one Member or Owner who is not the owner of the Stratum Lot or Strata Lot in which a shared facility is located.

Sinking Fund means the sinking fund established by the Building Management Committee pursuant to clause 14.1(a).

Statement means this strata management statement.

SP84516

ePlan

Stormwater Detention System means the onsite detention tank located on the basement level which is a Shared Facility.

Strata Lot means a lot in a Strata Plan.

Strata Manager means the strata managing agent for the time being appointed or resolved to be appointed by the Building Management Committee under clause 7,

Strata Plan means a strata plan that subdivides a Stratum Lot.

Strata Scheme means the strata scheme created when a Strata Plan is registered.

Stratum Lot means either a current lot, as that term is defined in the Act, which is limited in height or depth or both but does not include a parcel comprising a Strata Scheme.

Unanimous Resolution means a resolution that is passed at a duly convened meeting of the Building Management Committee and against which no Member entitled to vote casts a vote.

Interpretation

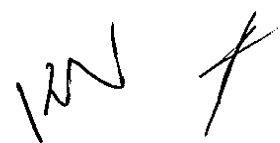
In this Statement, unless the contrary intention appears:

- (a) a reference to this Statement or another instrument includes any variation or replacement of any of them; and
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (c) the singular includes the plural and vice versa; and
- (d) words implying a gender imply any gender; and
- (e) words implying a natural person imply a firm, body corporate, an unincorporated association or an authority; and
- (f) 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; and

SP84516

ePlan

- (g) a reference to Elanora Developments Pty Limited includes a reference to its administrators, successors, substitutes, (including, without limitation, persons taking by novation) and assigns; and
- (h) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally; and
- (i) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally; and
- (j) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day; and
- (k) a reference to a day is a reference to a period of time commencing at midnight and ending 24 hours later, and
- (l) a reference to time is a reference to Sydney time; and
- (m) a reference to anything (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually; and
- (n) headings are inserted for convenience and do not affect the interpretation of this Statement.



SP84516

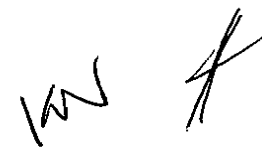
SCHEDULE 2 - List of Shared Facilities

This Schedule describes the Shared Facilities for the Building.

This Schedule of Shared Facilities must be read in conjunction with Schedule 3 which describes the items and costs associated with the operation, management preventative maintenance and replacement of Shared Facilities.

Unless a particular item specifies otherwise, Shared Facilities are available for use by each Member, Owner and Occupier.

Item No.	Shared Facility	Members Benefited:	Location in the Building
1	Strata Manager	All members	N/A
2	Insurance	All members	N/A
3	Cleaning	All members	N/A
4	Fire Services	All members	Entire building
5	Security	All members	Entire building
6	Lighting	All members	Entire building
7	Pest Control	All members	Entire building
8	Electrical	All members	Entire building
9	Electricity Room	All members	Entire building
10	Landscaping	All members	Ground level external areas
11	Fire Stairs	All members	Entire building
12	Car Park shared access ways	All members	Basement level to ground
13	Car Park exhaust system	All members	Basement Level Carpark
14	Stormwater Detention System	All members	Basement Level
15	Cleaner's Room	All members	Basement Level
16	Waste Room	All members	Basement Level



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SP84516

17	Plant Room	All members	Basement Level
18	Lifts	All members	Entire Building
19	Rainwater Tank	All members	Basement Level



SP84516

ePlan

SCHEDULE 3 - Shared Costs for Shared Facilities

The percentages in the second and third columns represent the percentage of the total cost for each Shared Facility that the Members must pay.

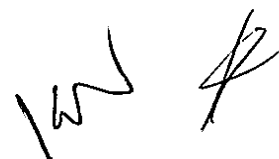
If this Annexure does not apportion the costs for particular Shared Facility, the Members must contribute towards the Shared Facility according to clause 9.

Item No.	Shared Facility	Residential Building	Commercial/ Retail Building	Method of dividing cost
1	Strata Manager	80%	20%	Based on anticipated benefit
2	Insurance	80%	20%	Based on anticipated benefit
3	Cleaning	80%	20%	Based on anticipated benefit
4	Fire Services	80%	20%	Based on anticipated benefit
5	Security	80%	20%	Based on anticipated benefit
6	Lighting	80%	20%	Based on anticipated benefit
7	Pest Control	80%	20%	Based on anticipated benefit
8	Electrical	80%	20%	Based on anticipated benefit
9	Communications cupboard	80%	20%	Based on anticipated benefit
10	Landscaping	80%	20%	Based on anticipated benefit
11	Fire Stairs	80%	20%	Based on anticipated benefit
12	Car Park Shared Access Ways	80%	20%	Based on anticipated benefit

SP84516

ePlan

13	Car Park Exhaust Systems	80%	20%	Based on anticipated benefit
14	Stormwater Detention System	80%	20%	Based on anticipated benefit
15	Cleaner's Room	80%	20%	Based on anticipated benefit
16	Waste Room	80%	20%	Based on anticipated benefit
17	Plant Room	80%	20%	Based on anticipated benefit
18	Lifts	80%	20%	Based on anticipated benefit
19	Rainwater Tank	80%	20%	Based on anticipated benefit



SP84516

EXECUTED by Elanora Developments
Pty Limited ACN 337 131 557 in
accordance with section 127 of the
Corporations Act:


Signature of director

KEN NICHOLAS

Name (please print)


Signature of director/secretary

GREG GLEESON

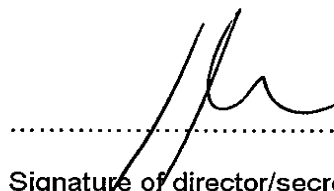
Name (please print)

EXECUTED by Meridian Property
Development Services Pty Ltd
ACN 161 586 498 in accordance with
section 127 of the Corporations Act:


Signature of director

KEN NICHOLAS


Name (please print)


Signature of director/secretary

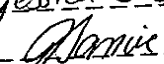
GREG GLEESON

Name (please print)

Signed on behalf of
WESTPAC BANKING CORPORATION by its attorney(s)
under power of attorney dated 17 January 2001
registered Book 4299 no 332 in the presence of:


Signature of Attorney
LINDA BONVINI Tier Three Attorney
Full Name of Attorney

By executing this document the attorney
states that they have received no notice
of revocation of the power of attorney

Name of Witness: Jessica Sassine
Signature of Witness: 
Address of Witness: Level 3, 1 Chifley Sq

Sheet 31 of 31

REGISTERED



17.2.2011

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."

1 transferce(s).

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50, also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

PG 976127

C.T. POOLE &
 LODGER BROS

No. _____

CONSENT OF MORTGAGEE'S BLIGHT STREET
 (N.B.—Before execution read marginal note.)

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.

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

Dated at _____ this _____ day of _____ 19 _____

Signed in my presence by _____

who is personally known to me.

Mortgagee.

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. 34190 Miscellaneous Register under the authority of which he has just executed the within transfer. L.T.O. No. 17665

Signed at Sydney the 5th day of May 1958
 Signed in the presence of _____

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

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

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER		DOCUMENTS LODGED HEREWITH.	
	Subj to Covenant		To be filled in by person lodging dealing.	
Checked by	Particulars entered in Register Book,	Received	Docs.	
	Volume 7179 Folios 5, 6, 7, 8, 9, 10	4	Nos.	
Passed (in S.D. Book)		5	Receiving Clerk	
Signed by	the 16 th day of July 1958 at _____	6		
	20 minutes past 4 o'clock in the fore noon.			
	_____ Registrar-General			

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
Vol. 7533		Fol. 144

EXECUTION OUTSIDE NEW SOUTH WALES.

Execution may be proved where the parties are resident:—
 (a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging 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 Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
 (b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
 (c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counselor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) 2/-, if accompanied by the relevant title evidence of production thereof, (b) 2/- otherwise. This fee includes indorsement on the first Certificate. In addition the following fees are payable:—(a) 1/- for each additional Certificate included in the Transfer, (b) 1/- for each new Certificate of Title issued, (c) 1/- where the Transfer contains covenant purporting to affect the user of any land, (d) 1/- where the Transfer is expressed to be made together with an easement or expressed in reserve of an easement or in any way creates an easement, (e) 1/- for each partial discharge of a mortgage is endorsed on the Transfer, (f) 1/- for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram in any diagram other than a simple diagram.
 Transfers in common must receive separate Certificates.
 If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

69/10-1/17 2/1/22

THIS IS THE COVENANT MARKED "A" REFERRED TO IN
MEMORANDUM OF TRANSFER FROM FREDERICK HAROLD STEWART
AND OTHERS TO JOHN DONALDSON MAIR AND BETTY TREVOR
MAIR DATE THE 5th day of May 1958
THOUSAND NINE HUNDRED AND FIFTY EIGHT. ONE

G-976127
G 976127

3

AND the Transferees for themselves their executors administrators and assigns
HEREBY CONVEYANT with the Transferors their executors and administrators as
follows:

1. That only one main building shall be erected upon the subject land which
main building shall be shop or shop and dwelling of one storey only and
any building erected thereon shall be of brick and/or stone or other
material approved by the Transferors & shall be roofed with slates tiles
or other material approved by the Transferors and in the case of the main
building shall cost and be of a value of not less than £3000.
2. That the subject land shall not be used for residence only but if used for
residential purposes such residence must be in association with a shop
erected on and the business of which shop is carried on on the subject land.
3. The land to which the benefit of such covenant is intended to be appurtenant
is the whole of the land comprised in any Deposited Plan or Plans of which
the land hereby transferred forms part other than the land hereby transferred.

The land subject to the burden of this covenant is the land hereby transferred.
The persons entitled to release vary or modify this covenant are the Transferors
their executors and administrators.

AND THE TRANSFEREES for themselves and their assigns hereby for the benefit of
the adjoining land being lots 16 and 18 on Deposited Plan No. 26916 but only
during the ownership thereof by the Transferors their executors and administrators
other than purchasers on sale COVENANT with the Transferors their executors and
administrators that no fence shall be erected on the land hereby transferred to
divide it from the said adjoining land without the consent of the Transferors their
executors or administrators but such consent shall not be withheld if such fence
is erected without expense to the Transferors their executors or administrators
and in favour of any person dealing with the Transferees or their assigns such
consent shall be deemed to have been given in respect of every such fence for the
time being erected.

- (a) The land to which the benefit of the above covenant is intended to be
appurtenant are the said lots 16 and 18.
- (b) The land which is to be subject to the burden of such covenant is the land
hereby transferred. Lot 17-20-26916
- (c) The persons by whom or with whose consent the said covenant may be released
varied or modified are the Transferors their executors and administrators.

SIGNED at Sydney the 5th day of May 1958.

SIGNED in my presence by the Transferors
other than Frederick Harold Stewart by
their Attorney Frederick Harold Stewart
who is personally known to me:

Neville Murray Stewart, Doris Margaret
Payne, Enid May Hewson, Ellen Edith
Haigh and Elsie Rainsford Stewart by
their Attorney:

SIGNED in my presence by the Transferees
who are personally known to me:

SIGNED in my presence by the Transferor
FREDERICK HAROLD STEWART who is
personally known to me

L308174-9/c

THE NATIONAL BANK
OF AUSTRALIA LIMITED
110-112 GOSFORD ST.
SYDNEY

G. T. POOLE & SON
SOLUTIONS
15 BUSH STREET
SYDNEY

IN THE SUPREME COURT)
OF NEW SOUTH WALES)
IN EQUITY)

No. 1410 of 1968.

①

L 303174

ICE COPY

Copy

Chief Clerk in Equity,
9th November 1968

IN THE MATTER of the land comprised in
Certificates of Title dated 2nd March, 1960
registered Volume 7860 Folio 72, dated 28th
April, 1961 registered Volume 8163 Folio
136 and dated 27th November, 1958 registered
Volume 7607 Folio 229 respectively and the
respective covenants endorsed on the said
Certificates of Title

AND IN THE MATTER of the Conveyancing
Act, 1919 (as amended), Section 89.

AND IN THE MATTER of the application of
LLOYD RICHARD HARRISON.

FRIDAY the fifteenth day of November, One thousand nine hundred and
sixty-eight.

UPON APPLICATION made herein on the Eighth day of November instant
on behalf of Lloyd Richard Harrison in pursuance of Summons filed herein
on the thirtieth day of October last WHEREUPON AND UPON HEARING
READ the said Summons and the Affidavit of Peter Francis Mooney sworn
on the thirty-first day of October last the Affidavit of Harold Manion sworn
on the first day of November, 1968 and the twelfth day of November instant
and the Affidavit of the said Lloyd Richard Harrison sworn on the twenty-
ninth day of October last and all filed herein AND UPON READING AND
EXAMINING the exhibits put in evidence on behalf of the said Applicant and
marked with the letters "A", "B", "C", "D" and "E" AND UPON HEARING
what was alleged by Mr. Conti of Counsel for the applicant I DID DIRECT
that notice in the usual form be given to the persons appearing in the records
of the Warringah Shire as the owners of Lots 14 and 15, and 20 and 23 of **B**
Deposited Plan 26919 AND I DID FURTHER DIRECT that providing
notices are served personally or delivered to some person in any occupied
residence on or before Tuesday the twelfth day of November instant upon the
said lots, the time for lodging objections be fixed as on or before 4 p.m. on
Thursday the fourteenth day of November instant AND I DID ORDER that the
said exhibits may be handed out to the persons producing the same AND I
DID FURTHER ORDER that the said summons do stand over to this day
AND UPON APPLICATION made this day WHEREUPON AND UPON HEAR-

COPY
ST. N.S.W.
ITY

L 303174.

(3)

ING READ the said summons the two several affidavits of Peter Francis Mooney sworn the twelfth day of November instant and this day and the affidavit of Harold Manion sworn the twelfth day of November instant AND UPON READING AND EXAMINING the exhibits put in evidence on behalf of the applicant marked F, G and H AND UPON HEARING the oral evidence of the said Peter Francis Mooney called on behalf of the applicant AND UPON HEARING what was alleged by Mr. R.A. Conti of Counsel for the Applicant I DO ORDER that the covenants created by Transfers Registered Numbers G976127, G624734 and H80951 be modified so as to permit of the erection and retention upon the lands comprised in Certificates of Title Volume 7860 Folio 72, Volume 8163 Folio 136 and Volume 7607 Folio 229 of a building erected in accordance with the plans and drawings comprising the said exhibit "D" and the Consent of the Warringah Shire Council comprising the said exhibit "E" such building having a flat pitched roof containing six shops and a doctor's surgery and residence but so that such building if exceeding one storey shall not exceed in height twenty feet above the ground level of the centre line of Elanora Road at a point representing the western prolongation of the southern boundary of the land comprised in the said Certificate of Title Volume 7607 Folio 229.

(S^{ca}) Michael M. Helsham

JUDGE.



B

IN THE SUPREME COURT
OF NEW SOUTH WALES
IN EQUITY

No. 1410 of 1968

IN THE MATTER of the land comprised in
Certificates of Title dated 2nd March, 1960
registered Volume 7860 Folio 72, dated 28th
April, 1961 registered Volume 8163 Folio 136
and dated 27th November, 1958 registered
Volume 7607 Folio 229 respectively and the
respective covenants endorsed on the said
Certificates of Title

AND IN THE MATTER of the Conveyancing Act,
1919 (as amended), Section 89.

AND IN THE MATTER of the application of
LLOYD RICHARD HARRISON

ON the Twenty-fourth day of January One thousand nine hundred and sixty-nine

I, HAROLD MANION of 147 Castlereagh Street, Sydney, in the State of New
South Wales Solicitor do solemnly and sincerely declare as follows:-

1. I am employed by the firm of P.F. Mooney & Co. and have charge of
the above matter.
2. I know of my own personal knowledge that the annexure marked "A"
to this declaration is a true photographic copy of the original exhibit
marked "D" in the original application and I also know of my own
knowledge that the document annexed hereto and marked "B" is a true
copy of exhibit "E" in the said original application.

AND I MAKE this solemn declaration conscientiously believing the same to be
true by virtue of the Oaths Act 1900.

DECLARED at Sydney
this 24th day of
January 1969,

Before me -

K. B. ...
A Justice of the Peace

Harold Manion

B

"B"

THIS IS THE ANNEXURE marked with the letter "B" referred to in the Affidavit of HAROLD MANION Sworn on this twenty-fourth day of January, 1969 Before me:-

(9)

.....*Kentley J.P.*.....
WARRINGAH SHIRE COUNCIL

Telephone:
93-0241-9



Shire Hall
BROOKVALE

Shire of Warringah Planning Scheme Ordinance Clause 40.

LAND USE CONSENT.

No. 68/237

Applicant's Name and Address: WILLIAM DEAN BOON,
2, 99 Balgowlah Road,
FAIRLIGHT N.S.W. 2094

Description of Land: Lots 17/19, D.P. 26916, Cnr. Anana & Manora Streets, Manora.

The Council of the Shire of Warringah as the responsible authority under the Shire of Warringah Planning Scheme Ordinance hereby consents to the abovementioned land being used for the following purposes:

Shops, Doctor's Surgery & Residences

subject to the following conditions:

Ref: 19/1/68

- (a) Under Cl40(4) of the Shire of Warringah Planning Scheme Ordinance this Consent shall be void if the development to which it refers is not substantially commenced within one year after the date of the consent; provided that the responsible authority may, if good cause be shown, grant an extension or renewal of such consent beyond such period.
- (b) Compliance with Engineer's Department requirements.
- (c) All Health and Building Department requirements.

THIS is the document referred to in the Affidavit of LLOYD RICH. D HARRISON and produced to him at the time of swearing of his Affidavit, on the

Eight day of *Oct*

1968

L. Harrison
.....

B

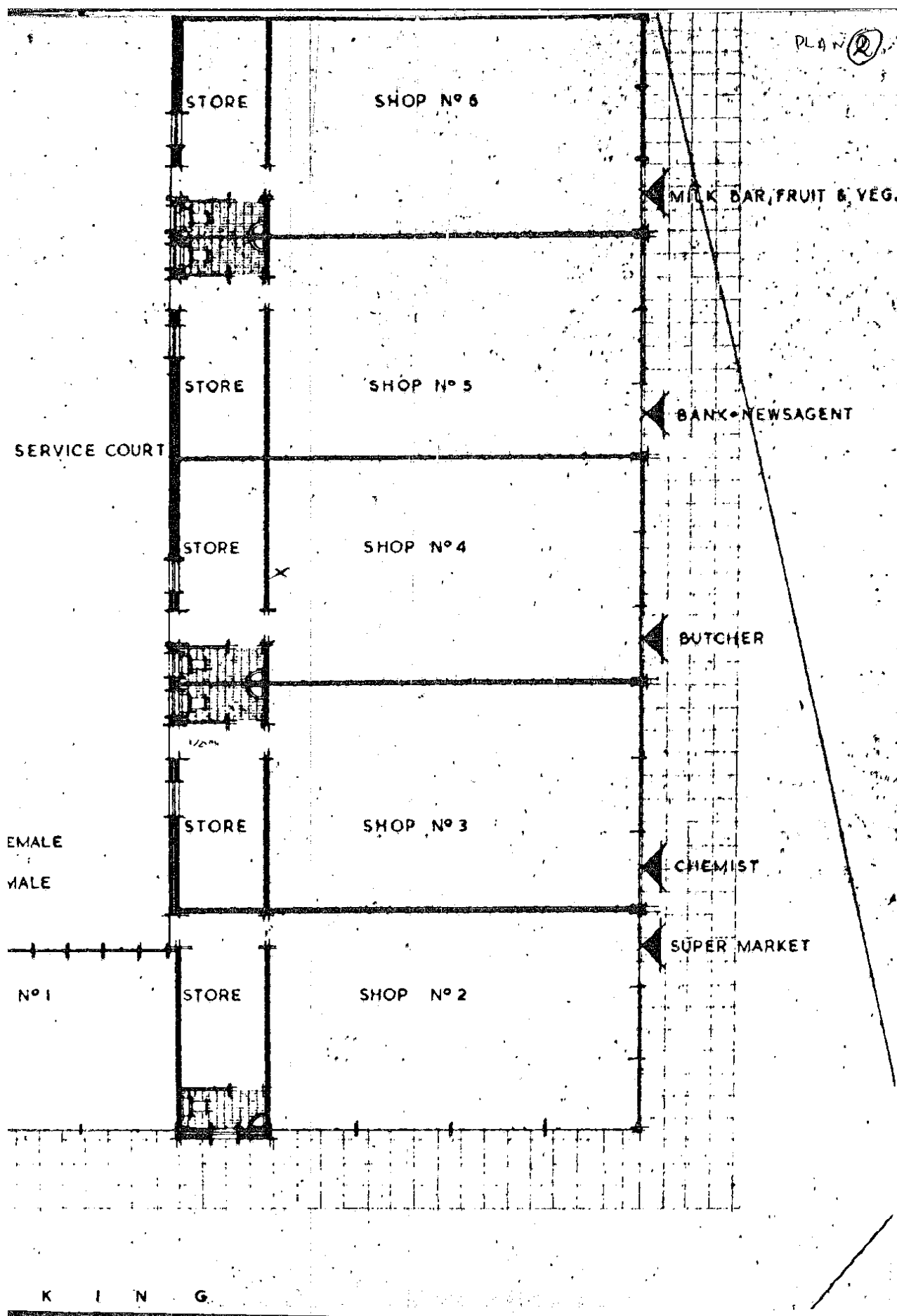
Dated this Eight day of October 19 68.

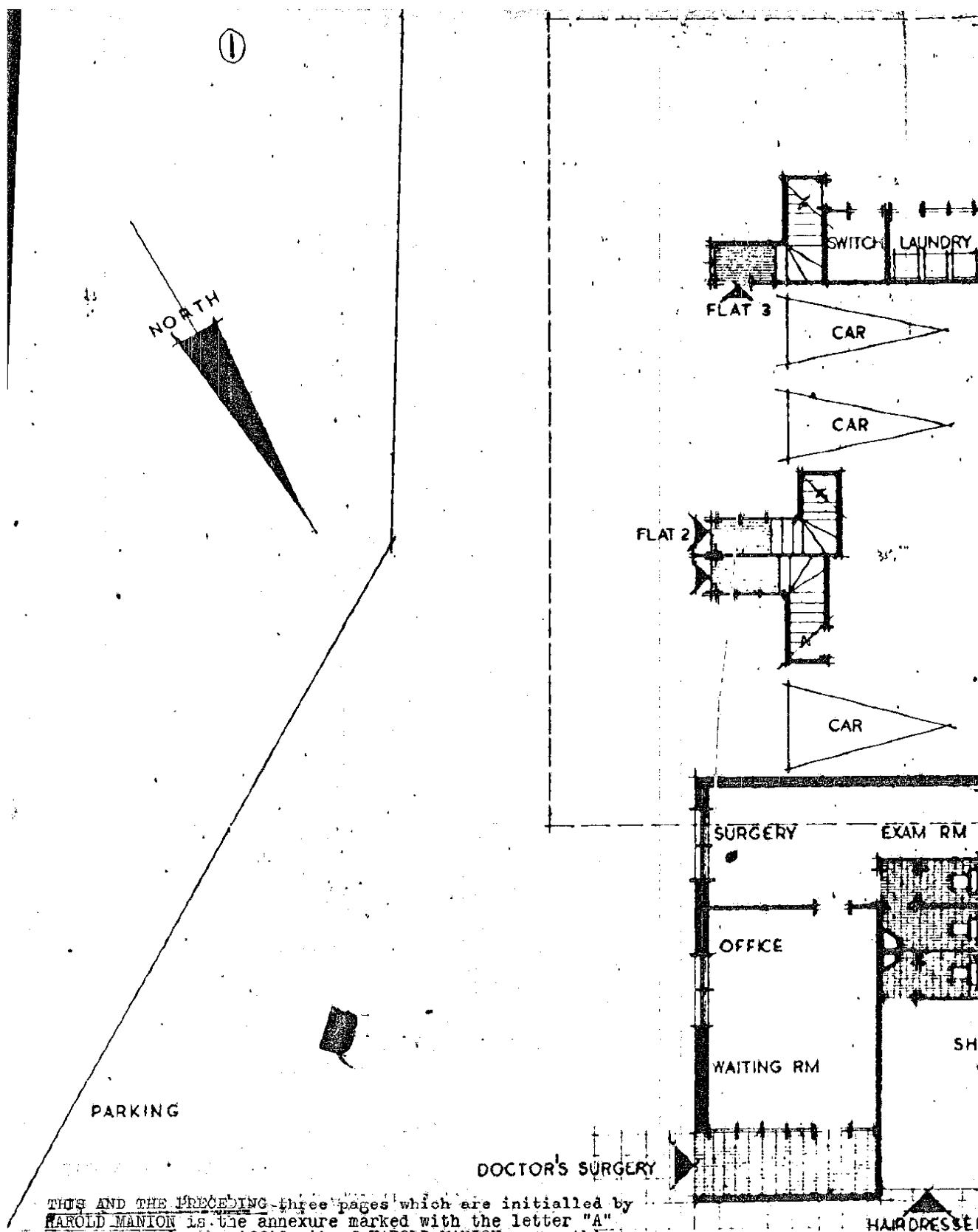
J. MORGAN,

SHIRE CLERK, per *JMS*

IMPORTANT.

- (1) It is to be clearly understood that the above consent is NOT an approval to carry out any structural work. A formal Building Application must be submitted to Council and be approved before any structural work is carried out to implement the above consent, also the applicant is not relieved of any obligation to obtain any other approval required under any other Act.
- (2) It is provided by Clause 76 of the Shire of Warringah Planning Scheme Ordinance that any person who contravenes or fails to comply with any of the conditions of this consent shall be guilty of an offence and be liable to a penalty of \$200 and also a daily penalty of \$10 per day for any continuance of the offence.

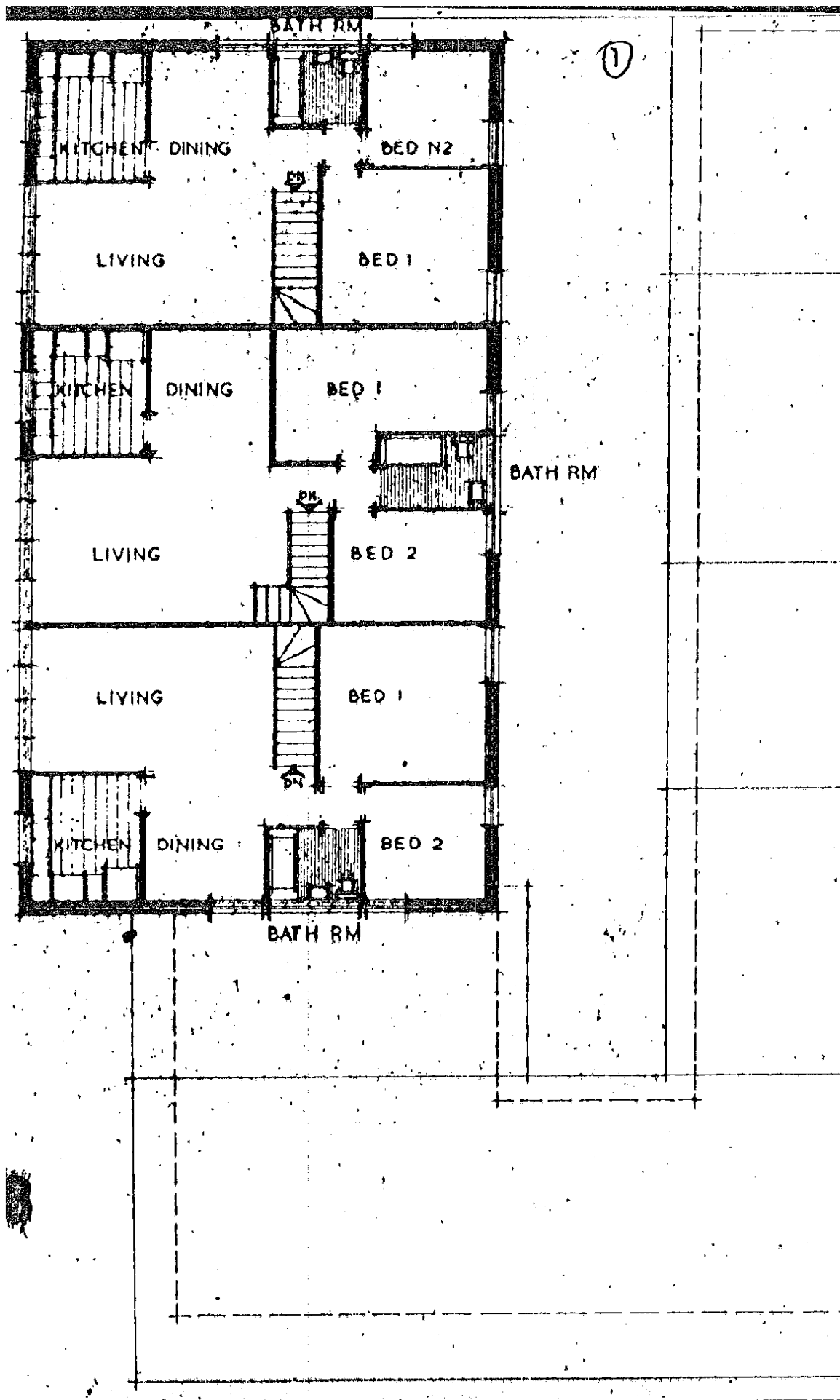


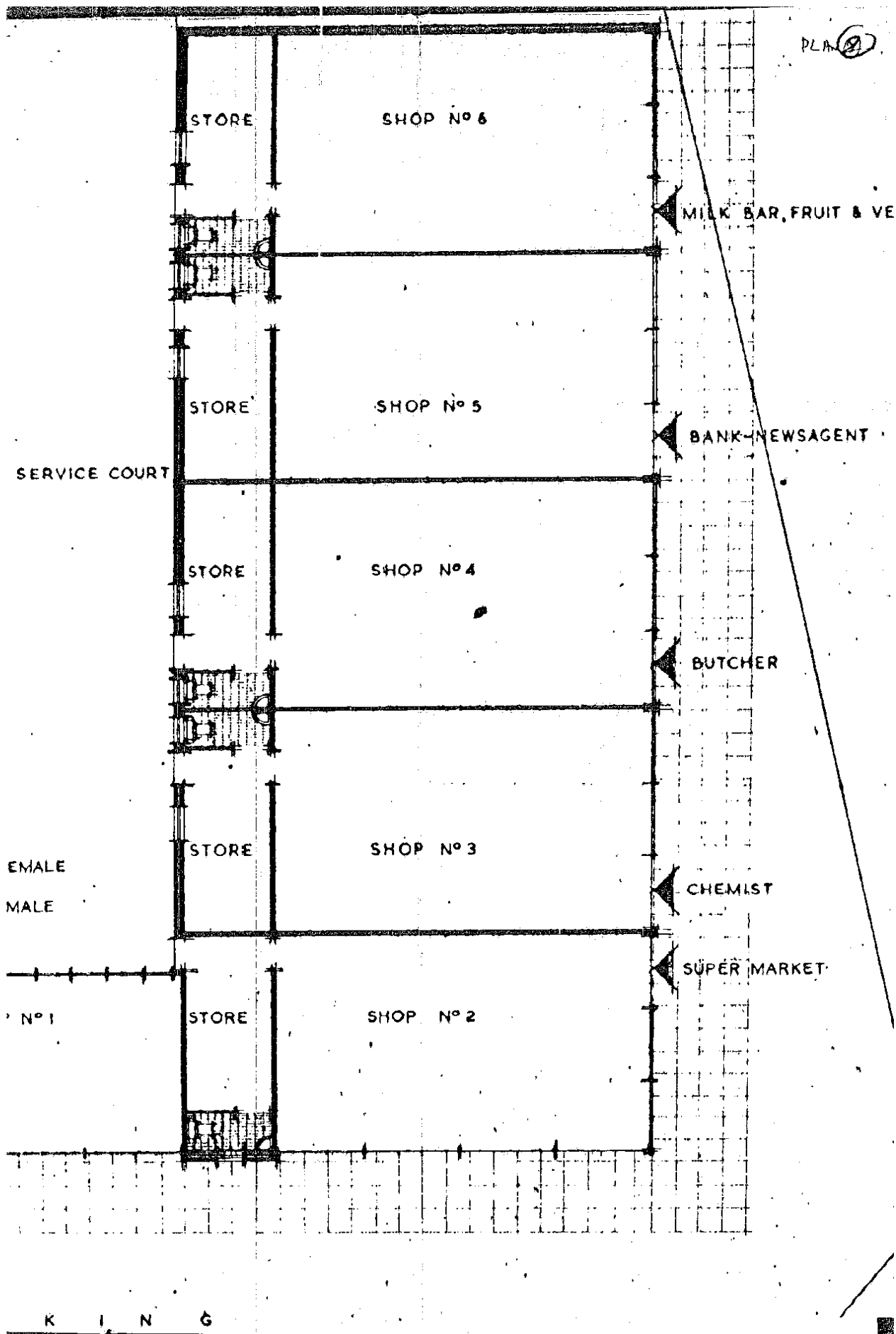


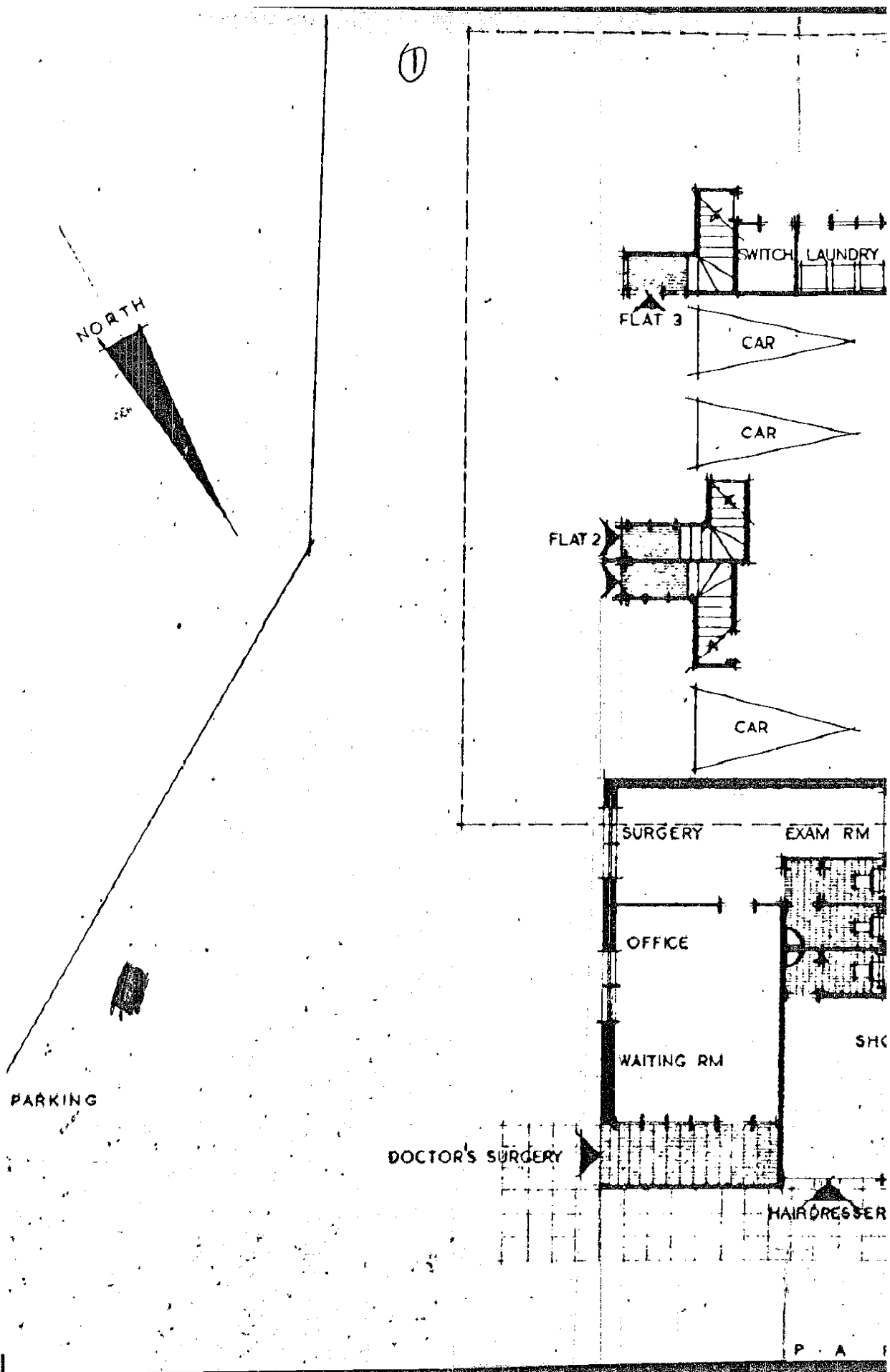
THIS AND THE PRECEDING three pages which are initialled by
HAROLD MANION is the annexure marked with the letter "A"
referred to in the Affidavit of HAROLD MANION sworn this
twenty-fourth day of January, 1969, Before me:-

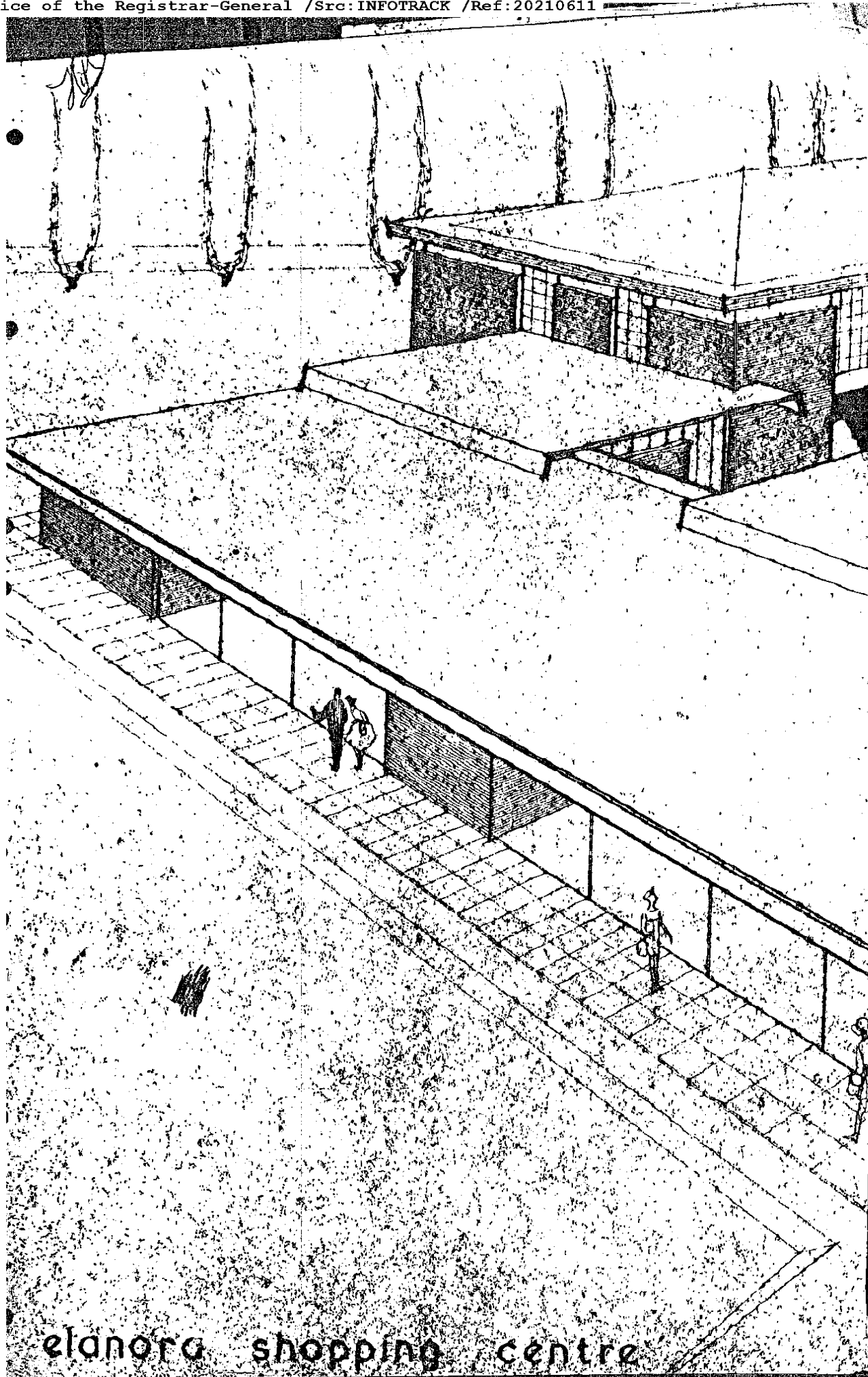
...*[Signature]*...

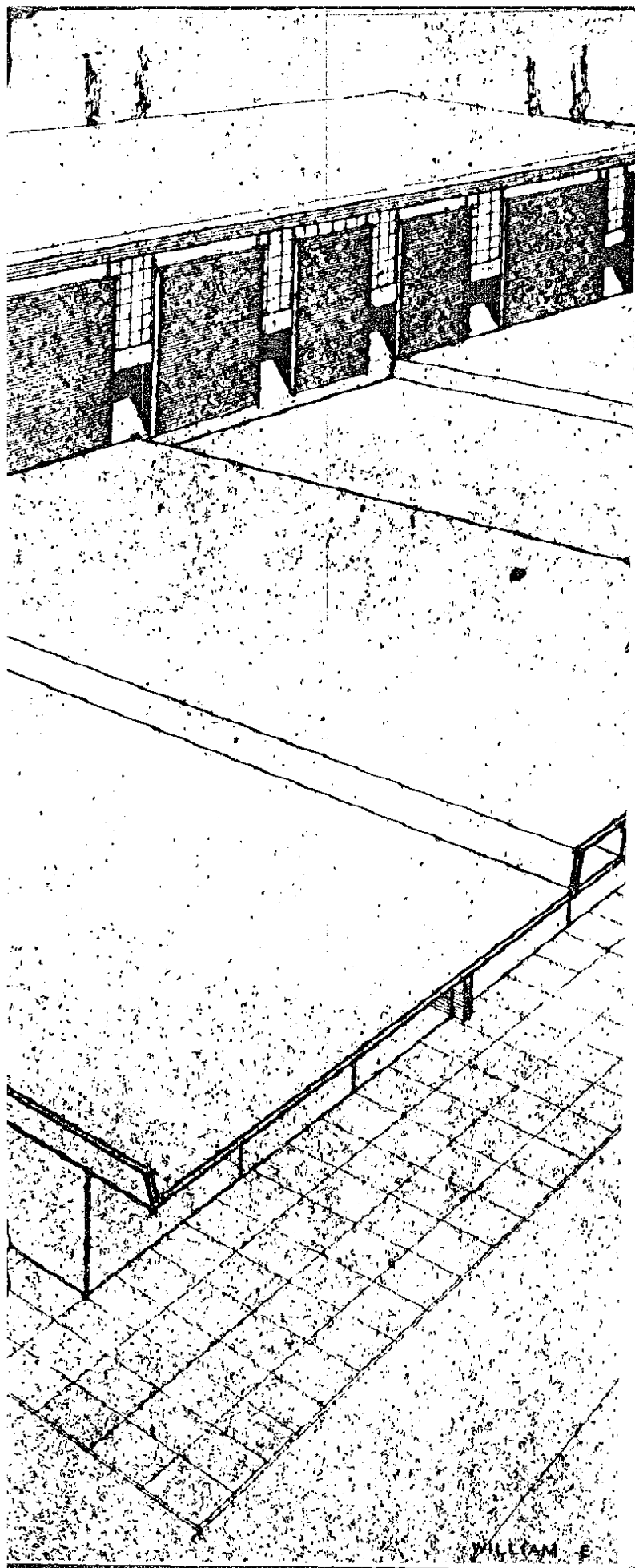
[Signature]





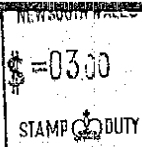






BECK ARCHITECT

L303174
'69 JAN 16 AM 11 16



(3)

10-00
16/1/69

REAL PROPERTY ACT, 1900

CONVEYANCING ACTS, 1919-1943 SECTION 89 (8)

To the Registrar General,

I LLOYD RICHARD HARRISON of Raglan Street, Mosman, Company Director the registered proprietor of the land comprised in Certificate of Title Volume 7860 Folio 72 Volume 8163 Folio 136 and Volume 7607 Folio 229 lodged herewith hereby request you to make all necessary amendments and entries in the Register Book for giving effect to the order of the Supreme Court of New South Wales in Equity made on the Fifteenth day of November 1968 which has been registered in the Register of Causes, Writs and Orders as No. 152,699, an office copy of which is also lodged herewith, and I hereby certify that this instrument is correct for the purposes of the Real Property Act, 1900.

DATED the 14th day of January 1969

Signed in my presence by the said

LLOYD RICHARD HARRISON who is

personally known to me.

L. R. Harrison.....

P. J. Mooney
Solicitor
Sydney

L303174

Agreed.

Particulars entered in Register Book

on 28-1-1989

at 10 o'clock

Joubert

REGISTRAR GENERAL

*Recd
28/1*

*Joseph MOONEY
Pete J. Murphy
Schles
147 Leathurst Street
Sydney
Tel. 26-2831*

301 mod

1/10/89



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Q490562

\$20

REAL PROPERTY ACT 1900

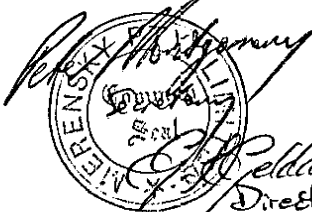
CONVEYANCING ACT 1919 (as amended) Sec.89

To the Registrar-General,

I, Merensky Pty. Limited of 192 Whale Beach Road, Whale Beach, the registered proprietor of the land comprised in Certificates of Title Volume 11147 Folios 165, 167, 166 lodged herewith hereby request you to make all necessary amendments and entries in the Register Book for giving effect to the order of The Supreme Court of New South Wales in Equity made on the 16th day of November 1977, an office copy of which is also lodged herewith, and I hereby certify that this instrument is correct for the purposes of the Real Property Act 1900.

Dated the SECOND day of DECEMBER 1977.

THE COMMON SEAL OF MERENSKY PTY. LIMITED)
WAS HEREUNTO AFFIXED BY ORDER OF THE)
BOARD OF DIRECTORS IN THE PRESENCE)
OF:)

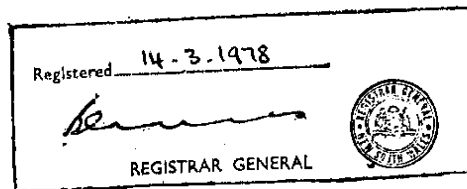

Director.

0420 (5)

Q490562

Lodged by: Peter Montgomery
Solicitor
192 Whale Beach Road
Whale Beach 2107
N.C.D.E.
Tel: 919 5508

PS



Order of Court
3 E 1
retained for
Q 513465
Q 589137
12/13

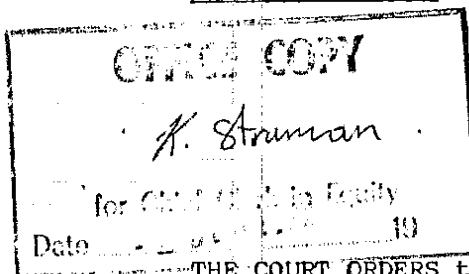
A.C.
10/12/13



RG3/24

IN THE SUPREME COURT)
OF NEW SOUTH WALES)
EQUITY DIVISION)

2675 of 1977



THE APPLICATION of MERENSKY PTY.
LIMITED

Plaintiff

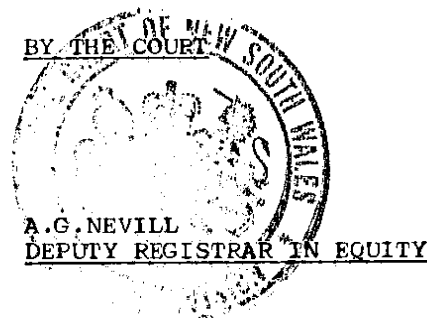
O R D E R

THE COURT ORDERS that-

1. The restrictions in the Covenant numbered (2) contained in Memoranda of Transfer G976127 and H80951 and covenant numbered (3) contained in Memorandum of Transfer G624734 so far as they affect the land in Certificates of Title Volume 11147 Folios 165, 167 and 166 respectively be released and extinguished.

2. The exhibits be returned.

ORDERED 16 November 1977 AND ENTERED





MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

WE, FREDERICK HAROLD STEWART of North Narrabeen Knight, Tenant in common in an undivided one-eighth share and ELLEN EDITH HAIGH wife of ROBERT ARTHUR NEWSON of Dundas, Clerk, ENID MAY NEWSON wife of William Lionel Phillips Dunbar Hewson of Dundas, Clerk, DORIS MARGARET PAYNE wife of Arthur Phillips Payne of Ryde, Time Study Observer, NEVILLE MURRAY STEWART of Burwood, Medical Practitioner, ELSTIE RAINSFORD STEWART wife of Harold Robinson Stewart of Burwood, Company Manager, such as tenants in common in an undivided one-tenth share (called transferees) 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 Four hundred and forty-five pounds (£ 445.) (the receipt whereof is hereby acknowledged) paid to us by EMILIAN TRAPSZO-DRABCOZYNSKI of C/- Staff, S.M.H.E.A. Island Bend, New South Wales, Clerk,

do hereby transfer to the said transferee

ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (d)			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
GUMBERLAND	NARRABEEN	PART	7092 5141 5141 5141 5141 5141	58 79 80 81 82 84	Lot 13 in Deposited Plan 641-335 26916

And the transferee covenants with the transferor as per annexure marked "A".

ENCUMBRANCES, &c., REFERRED TO.

~~Subject to right of way five feet wide.~~

Subject to covenant as to shops not more than one storey high.

Signed at Sydney the 27 day of August 1916

Signed in my presence by the transferors pursuant to Powers of Attorney held Nos. 21120 and 53053 by the WHO IS PERSONALLY KNOWN TO ME Attorneys thereunder NEVILLE MURRAY STEWART and ROY ELLIOTT TEBBUTT who are personally known to me:

Signed Frederick Harold Stewart
Enid May Newson
Doris Margaret Payne
Neville Murray Stewart
Elstie Rainsford Stewart
Transferors: their Attorneys:

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

Signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO ME
Emilian Trapszo-Drabcozynski
Sydney

Emilian Trapszo-Drabcozynski
Subscribed for Transferred
Witnessed by Robert James
Walter James

1. If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of the revocation on back of form signed by the attorney before a witness.

2. N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signatures of the Transferees cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

3. Alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being attested by the transferor or initials in the margin, or attested by the attestation.

(Trusts must not be disclosed in the transfer.)
Typing or handwriting in this instrument should be clear and legible and in permanent ink.
The less estate, title etc. in fee simple, and interest the transferee must obtain.
b. Full particulars of transfer must be given.
c. If to two or more, state whether "as joint tenants" or "as tenants in common."
d. 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 original witnesses.
If part only of the land contained in a Certificate of Title is to be transferred add "and being lot, lots, "D.P. No. " 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 of the certificate and plan mentioned in the L.C. Act, 1919, should accompany the transfer.)
e. Content if unnecessary, or suitably adjust.
(1) If any easements are to be granted or any exceptions to be made.
(2) If the statutory covenants implied by the Act are intended to be varied or modified.
Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1934.
A very short note will suffice.
In New South Wales, the instrument is 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 Transferee is known, otherwise the attesting witness should appear before one of the above functionaries, who should question the witness as to the facts on the back of this form.
As to instruments executed elsewhere, see back of form.
Repeat attestation if necessary.
If the transferor or Transferee signs by a clerk, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

NOT TO BE ALTERED BY ERASURE OR DELETION

779 Fol. 56/10/10

THIS IS THE COVENANT LARGED "A" REFERRED TO IN THE MEMORANDUM OF TRANSFER FROM FREDERICK PARCEL STUART & ORS. TO EMILIAN PRASZO-PRACONISKI, DATED THE 23rd DAY OF August ONE THOUSAND NINE HUNDRED EIGHTEEN.

THE Transferor for himself his executors administrators and assigns
WHEREBY COVENANTS with the Transferee his executors administrators and
assigns as follows:-

1. That no building shall be erected upon the subject land any part of which is closer than 20 feet to Kelang Road.
2. That only ^{one} main building shall be erected upon the subject land which main building shall be shop or shop and dwelling of one storey only and any building erected thereon shall be of brick and/or stone or other material approved by the ~~landlord~~ ^{landlord or} and shall be roofed with slates tiles or other material approved by the ~~landlord~~ ^{landlord or} and in the case of the main building shall cost and be of value of not less than £3000. 0. 0.
3. That the subject land shall not be used for residence only, but if used for residential purposes such residence must be in association with a shop erected on and the business of which shop is carried on ~~on~~ on the subject land.
4. The land to which the benefit of such covenant is intended to be appurtenant is the whole of the land comprised in the Deposited Plan of which the land hereby transferred forms part other than the land hereby transferred.

THE land subject to the burden of this covenant is the land hereby transferred. Lot 18 - DP 26916

THE persons entitled to release vary or modify this covenant are the transferor his executors administrators and assigns.

AND THE TRANSFEEE for himself and his assigns hereby for the benefit of the adjoining land being Lots 17, 18 & 19 on Deposited Plan Number 26316 but only during the ownership thereof by the Transferor his executors administrators and assigns other than purchasers of a COVENANTS with the Transferor his executors administrators and assigns that no fence shall be erected on the land hereby transferred to divide it from the said adjoining land without the consent of the Transferor his executors administrators or assigns, but such consent shall not be withheld if such fence is erected without expense to the Transferor his executors administrators or assigns and if favour of any person dealing with the Transferee or his assigns, such consent shall be deemed to have been given in respect of every such fence for the time being erected.

- (a) The land to which the benefits of the above covenant is intended to be appurtenant are the said Lots 17, 18 & 19 on D.P. 86816.
- (b) The land which is to be subject to the burden of such covenants is the land hereby transferred.
- (c), The persons by whom or with whose consent the said covenants may be released varied or modified are the Transferor and his assigns.

SIGNED at Singapore the 23rd day of August 1956.

~~SIGNED in my presence by the said
FREDERICK HAROLD STEWART & CPS
who are personally known to me:~~

SIGNED in my presence by the said
EMILIAN TRAPSZO-DRABOZYNSKI who
is personally known to me: *J. J. C.*

SIGNED in my presence by the Trans-
fers pursuant to Powers of Attorney
Regd. Nos. 24190 and 53058 by the
Attorneys thereunder Neville Murray
Stewart and Roy Elliott Tebbutt who
are personally known to me:

Frederick Harold Stewart, Neville Murray Stewart, Doris Margaret Payne, Enid May Hewson, Ellen Edith Haigh, and Elsie Reinsford Stewart by their Attorneys:

Mr. Herbert
Halliday
Sydney

And always
Arthur

*Mr Lead White McKelvey Esq
11 Can. Harcourt St Sydney*

G 624734

No. _____

LODGED BY McLeod White Nelson & Co.
110 Chatterley St.

CONSENT OF MORTGAGEE!
(N.B.—Before execution read marginal note.)

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.

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

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

who is personally known to me.

Mortgagee.

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. 51100, 55058 Miscellaneous Register under the authority of which he has just executed the within transfer.*

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

Signed at Sydney the 23rd day of August 1967
Signed in the presence of _____
[Signatures]

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

Appeared before me at _____, the _____ day of _____, one thousand nine hundred and _____
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.

l To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH.	
	<u>[Signature]</u>	To be filled in by person lodging dealing.	
Checked by <u>[Signature]</u>	Particulars entered in Register Book, Volume <u>579</u> Folios <u>55 to 10 (incl.)</u>	1 _____	4 _____
		2 _____	5 _____
		3 _____	6 _____
Passed (in S.D.B.) by <u>[Signature]</u>		Received Docs. Nos. _____	
Signed by <u>[Signature]</u>	the 14th day of January 1967 at _____ 26 minutes past 10 o'clock in the _____ noon.	Receiving Clerk, _____	

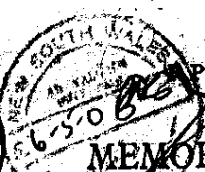
PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written ...		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		
Vol. <u>7232</u> Fol. <u>125</u>		

EXECUTION OUTSIDE NEW SOUTH WALES.
Execution may be proved where the parties are resident:—
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging 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 Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) £2-0-0, if accompanied by the relevant title or evidence of production thereof (b) £2-5-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) £2-10-0 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 5/- for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.
Tenants in common must receive separate Certificates.
If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.



No. 13. No. 13. No. 13.
New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

WE, FREDERICK HAROLD STEWART of North Narrabeen Knight, Tenant-in-common in an undivided one-half share and ELLEN EDITH HAIGH wife of ROBERT ARTHUR HAIGH of Dundas Clerk, ENID MAY HEWSON wife of William Lionel Dunbar Hewson of Ryde Dundas Clerk, DORIS MARGARET PAYNE wife of Arthur Phillips Payne of Ryde Time Study Observer, NEVILLE MURRAY STEWART of Burwood, Medical Practitioner, ELSIE RAINSFORD STEWART wife of HAROLD ROBINSON STEWART of Burwood, Company Manager, ~~XXXX~~ each as tenants in common in an undivided 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 Five hundred pounds

(£ 500) (the receipt whereof is hereby acknowledged) paid to us by

EDUARD PORTLIK of S.M.A. Laundry Contractor, Island Bend, New South Wales,

Laundry Contractor
do hereby transfer to the said transferee

(herein called transferee)

ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (e)
		Whole or Part.	Vol.	Fol.	
<u>CUMBERLAND</u>	<u>NARRABEEN</u>	<u>PART</u>	7092	68	being Lot 19 in D.P. 641-335 26916.
			6141	80	
			6141	81	
			6141	82	
			6141	83	
			6141	84	

And the transferee covenants with the transferor as per annexure marked "A".

* Now being part of land comprised in Cert's of Title Vol. 7179 Fol. 5/10 in as regards all references.

ENCUMBRANCES, &c., REFERRED TO.*

Subject to right of way five feet wide.
Subject to covenant as to shops not more than one storey high.

Signed at Sydney the 24th day of October 19 5:52

"Signed in my presence by the transferors pursuant to Powers of Attorney Regd. Nos. 34100 and 52058 by the who is PERSONALLY KNOWN TO ME Attorneys thereunder Neville Murray Stewart and Roy Elliott Tebbutt who are PERSONALLY KNOWN to me: Car. Tebbutt
Signed Frederick Harold Stewart
Enid May Hewson
Doris Margaret Payne
Elsie Rainsford Stewart
Frederick Harold Stewart, Neville Murray Stewart, Enid May Hewson, Doris Margaret Payne, Enid May Hewson, Ellen Edith Haigh, and Elsie Rainsford Stewart by the Transferor's Attorneys:

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Edmund Portlik
John O.

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

Transferee(s).

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

THIS IS THE COVENANT MARKED "A" REFERRED TO IN THE
MEMORANDUM OF TRANSFER FROM FREDERICK HAROLD STEWART
& ORS. TO EDUARD PORTLIK DATED THE DAY OF
ONE THOUSAND NINE HUNDRED AND FIFTY-SIX

H 80951

THE Transferee for himself his executors administrators and assigns
HEREBY COVENANTS with the Transferor his executors administrators and
assigns as follows:-

1. ~~That no building shall be erected upon the subject land any
part of which is closer than 20 feet to Kelang Road.~~

2. That only main building shall be erected upon the subject
land which main building shall be shop or shop and dwelling of one
storey only and any building erected thereon shall be of brick and/or
stone or other material approved by the Transferor and shall be roofed with
slates tiles or other material approved by the Transferor and in the case of
the main building shall cost and be of a value of not less than £3000. 0. 0.

3. That the subject land shall not be used for residence only
but if used for residential purposes such residence must be in association
with a shop erected on and the business of which shop is carried on
the subject land.

4. The land to which the benefit of such covenant is intended
to be appurtenant is the whole of the land comprised in the Deposited
Plan of which the land hereby transferred forms part other than the land
hereby transferred.

THE land subject to the burden of this covenant is the land hereby
transferred. Lot 19 - DP 26916

THE persons entitled to release vary or modify this covenant are the
Transferor his executors administrators and assigns.

AND THE TRANSFEEE for himself and his assigns hereby for the benefit of
the adjoining land being Lots 16, 17 & 18 on Deposited Plan Number 26916
but only during the ownership thereof by the Transferor his executors adminis-
trators and assigns other than purchasers on sale COVENANTS with the
Transferor his executors administrators and assigns that no fence shall be
erected on the land hereby transferred to divide it from the said adjoining
land without the consent of the Transferor his executors administrators or
assigns, but such consent shall not be withheld if such fence is erected
without expense to the Transferor his executors administrators or assigns
and in favour of any person dealing with the Transferee or his assigns,
such consent shall be deemed to have been given in respect of every such
fence for the time being erected.

(a) The land to which the benefits of the above covenant is intended
to be appurtenant are the said Lots 16, 17 & 18 on E.L. No. 26916.

(b) The land which is to be subject to the burden of such covenants
is the land hereby transferred.

(c) The persons by whom or in with whose consent the said covenants may
be released varied or modified are the Transferor and his assigns.

Signed at Sydney the 24th day of October 1958.

SIGNED in my presence by the said
FREDERICK HAROLD STEWART & ORS
who are personally known to me:

SIGNED in my presence by the said
EDUARD PORTLIK who is personally
known to me:

SIGNED in my presence by the Trans-
ferors pursuant to Powers of Attorney
begd. Nos. 24130 and 53056 by the
Attorneys thereunder Neville Murray
Stewart and Roy Elliott Tebbutt who
are personally known to me:

Transferor.

Transferee.

Frederick Harold Stewart, Neville Murray
Stewart, Doris Margaret Payne, Ellen
Edith Haigh, Edna Ray Hanson, and Elsie
Hainsford Stewart by their Attorneys:

No. **H 80951**

LODGED BY **Nicholas Kruza**
Solicitor
44 Castlereagh St
Sydney (NSW 7712)

CONSENT OF MORTGAGEE.
(N.B.—Before execution read marginal note.)

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.

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

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

who is personally known to me.

Mortgagee.

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. 3410, 58050 Miscellaneous Register under the authority of which he has just executed the within transfer.*

Signed at **Sydney** the **24th** day of **October** 19 **58**
Signed in the presence of _____
John James } **Witness**
John James }

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.¹

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

¹ To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER
A	Subject to covenants
Checked by DPA	Particulars entered in Register Book, Volume 7179 Folio 55 to 10 incl.
Passed (in S.D.B.) by F	M.P.D. the 25th day of November 19 58 at
Signed by [Signature]	20 minutes past 3 o'clock in the after noon.

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

Received Nos.	Docs.
1 _____	4 _____
2 _____	5 _____
3 _____	6 _____

Receiving Clerk.

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records	F	13.11.58
Draft written ...	[Signature]	13.11.58
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers	[Signature]	28/11
Cancellation Clerk		
VOL. 7607 Fol. 229		

EXECUTION OUTSIDE NEW SOUTH WALES.

Execution may be proved where the parties are resident:—
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging 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 Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Consul-General, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) £2-0-0, if accompanied by the relevant title or evidence of production thereof, (b) £2-5-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) £2-10-0 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the use of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 5/- for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.
If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Form: 1001

Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act

Real Property Act 1900

Leave this space clear. Affix additional

**AN256660X**

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of this form for the establishment and maintenance of the Real Property Register. 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/SP84516

(B) LODGED BYDocument
Collection
Box**757M**

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

Sharon Moss Legal Pty Ltd 123552U

Pb Box 1142 Dee Why NSW 2099
(02) 909 8112 11

Reference: 170405

CODE

CH

- (C) The Owners-Strata Plan No. 84516 certify that a special resolution was passed on 6/3/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special By-Law No.4 - Deck (Lot 2)
- Amended by-law No. NOT APPLICABLE
- as fully set out below:
- SEE ANNEXURE HERETO

on COOL

off COOL AM 599188

off CI AM 599188

on CI

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 84516 was affixed on 10th April 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

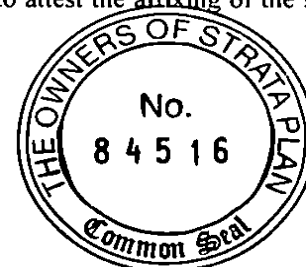
Signature: _____

Name: Brad LewisAuthority: Strata Manager

Signature: _____

Name: _____

Authority: _____

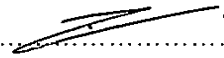


Total pages 47

ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS

CONSOLIDATED BY-LAWS FOR
STRATA PLAN NO. 84516

The seal of The Owners – Strata Plan No. 84516 was affixed
on 19th April 2018 in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 
Name(s): Brad Lewis
Authority: Strata Manager



INDEX TO CONSOLIDATED BY-LAWS

1. Strata Scheme Residential By-Laws filed with the Strata Plan
2. Special By-Law No. 1 - Special Privileges and Exclusive Use for Works (Lot 11) (Dealing AH669133)
3. Special By-Law No. 2 - Vergola (Lot 3) (Dealing AK960419)
4. Special By-Law No. 3 - Vergola (Lot 4)
5. Special By-Law No. 4 – Deck (Lot 2) (NEW)

SP84516 – Residential By-Laws

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

1. Definitions and interpretation

1.1 Definitions

In this instrument, unless a contrary intention appears a word or expression has the meaning given to it in the *Strata Schemes Management Act 1996 (NSW)* if it is defined in that Act, and used but not defined in this instrument.

1.2 Further Definitions

The meanings of the terms used in this instrument are as follows:-

Air Conditioning Unit means the air conditioning unit or units, as the case may be, that exclusively service an individual Lot, including any air conditioning plant, pipes, wires, cables, ducts, pumps, fans and any other associated components located in and forming part of the Common Property.

Authority means:

- (a) government or government department or body;
- (b) governmental, semi-governmental or judicial person; or
- (c) the local council; or
- (d) a person who is charged with the administration of a law.

Building the meaning given to that term in the Strata Management Statement.

Building Management Committee means the Building Management Committee established and maintained under the Strata Management Statement and required by the *Strata Schemes (Freehold Development) Act 1973 (NSW)*.

Business Day means any day that is not a Saturday, Sunday or, bank holiday gazetted public holiday in New South Wales.

Carwash Bay means the carwash bay designated CWB on the Residential Strata Plan.

Common Property means the common property in the Strata Scheme.

Condenser Unit means the condenser unit connected to the Air Conditioning Unit servicing a Lot, including any pipes, wires, cables, ducts, cooling apparatus, pumps and fans.

Executive Committee has the meaning given to it in the *Strata Schemes Management Act 1996 (NSW)*.

Invitee means any person on the Strata Parcel with the express or implied consent of the Owner or Occupier.

Lot or Lots means a lot or lots in a Strata Plan.

Occupier means the tenants, occupiers, invitees and/or mortgagees in possession of a Lot.

Owner means an owner or a mortgagee in possession of a Strata Lot.

Owners Corporation means the owners corporation created upon registration of the Strata Plan.

Planter Box means any planter box that is marked on the Strata Plan as an area designated for use as a planter box.

Retail and Commercial Stratum has the meaning given to that term in the Strata Management Statement.

Rules has the meaning given to that term in the Strata Management Statement.

Strata Building means the part of the Building constructed within the Strata Parcel.

Strata Management Statement means the strata management statement having effect in relation to the Strata Parcel, including any rules made under it.

Strata Manager means the strata managing agent for the time being appointed or resolved to be appointed under the *Strata Schemes Management Act 1996 (NSW)* by the Owners Corporation and, if no person for the time being is so appointed, the secretary of the Owners Corporation.

Strata Parcel means the land the subject of the Strata Scheme.

Strata Plan means a strata plan with which this instrument is registered.

Strata Scheme means the strata scheme created when a Strata Plan is registered.

Unanimous Resolution has the meaning given to that term in the Strata Management Statement.

1.3 Interpretation

In this instrument, unless the contrary intention appears:

- (a) a reference to a document or another instrument includes any variation or replacement of any of them; and
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and

- (c) the singular includes the plural and vice versa; and
- (d) words implying a gender imply any gender; and
- (e) words implying a natural person imply a firm, body corporate, an unincorporated association or an authority; and
- (f) 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; and
- (g) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally; and
- (h) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally; and
- (i) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day; and
- (j) a reference to a day is a reference to a period of time commencing at midnight and ending 24 hours later; and
- (k) a reference to time is a reference to Sydney time; and
- (l) a reference to anything (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually; and
- (m) headings are inserted for convenience and do not affect the interpretation of this Statement.

1.4 Notices

Any notice, approval, request, demand, communication under this instrument must be in writing.

1.5 Applications and Complaints

An Owner or an Occupier must make any application or complaint to the Owners Corporation in writing and address it to the Strata Manager.

1.6 Order of Precedence

The following order of precedence applies in the event there is any inconsistency, ambiguity or discrepancy between this instrument and the Strata Management Statement:-

- (a) first, the Strata Management Statement; and
- (b) secondly, this instrument.

2. Noise

An Owner or Occupier of a Lot must not create any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

3. Vehicles

3.1 Common Property

An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on the Common Property except with the prior written approval of the Owners Corporation.

3.2 Visitor and disabled parking and Invitees

- (a) Without limiting by-law 3.1 an Owner or an Occupier of a lot must not park or stand any motor or other vehicle in any visitor parking space, disabled parking space or Car Wash Bay.
- (b) An Invitee may stand or park a motor vehicle in any vacant visitor car parking space (being a designated car parking space forming part of the Common Property); and
- (c) Subject to by-law 3.2(b) an Invitee must not stand or park any motor or other vehicle in any car parking area other than the car parking area comprising the relevant part of the Owner's Lot.

4. Obstruction of common property

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

5. Damage to plants and planter box on common property

An Owner or Occupier must not, except with the prior written approval of the Owners Corporation damage any garden, Planter Box, tree, shrub, plant or flower being part of or situated on the Common Property.

6. Damage to the common property

6.1 Not to cause damage

An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Owners Corporation.

6.2 No additions to common property

An approval given by the Owners Corporation under by-law 6.1 cannot authorise any additions to the Common Property.

6.3 Security etc

This by-law 6 does not prevent an Owner or person authorised by an Owner from installing:

- (a) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot, or
- (b) any screen or other device to prevent entry of animals or insects on the Lot, or
- (c) any structure or device to prevent harm to children, or
- (d) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.

6.4 Installation of security devices

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

6.5 Owner to maintain

Despite section 62 of the *Strata Schemes Management Act 1996 (NSW)*, the Owner of a Lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 6.3 that forms part of the Common Property and that services the Lot, and
- (b) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in bylaw 6.3 that forms part of the Common Property and that services the Lot.

7. Behaviour of Owners and Occupiers, Invitees and Tenants

7.1 Behaviour of Owners and Occupiers

An Owner or Occupier when on the Common Property must:-

- (a) be adequately clothed;

- (b) not smoke cigarettes, cigars or pipes or cause smoke from them to enter the Common Property;
- (c) 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 the Common Property; and
- (d) must not do anything in the Strata Parcel that is illegal or may endanger the good reputation of the Strata Parcel.

7.2 Behaviour of Invitees

An Owner or Occupier must take all reasonable steps to ensure that its Invitees:-

- (a) comply with these by-laws; and
- (b) if the Invitees of the Owner or Occupier do not comply with these by-laws, the Owner or Occupier must make their Invitees leave the Strata Parcel.

7.3 Tenants

An Owner or Occupier who enters into a lease or licence for their Lot must:-

- (a) provide their tenant or licensee with a copy of these by-laws and the Strata Management Statement;
- (b) make sure their tenant or licensee and any Invitees of the tenant or licensee comply as required with by law 7.3(a) or leave the Strata Parcel; and
- (c) take all action necessary under the lease or licence to make sure their tenant or licensee and any Invitees of the tenant or licensee comply as required with by law 7.3(a), or leave the Strata Parcel.

8. Children playing on common property in Strata Parcel

An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play on the Common Property within the Strata Parcel or, unless accompanied by an adult exercising effective control, to be or to remain on the Common Property comprising a laundry, car parking area or other area of possible danger or hazard to children.

9. Depositing rubbish and other material on common property

An Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

10. Drying of laundry items

An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the Lot in such a way as to be visible from outside the Lot.

11. Cleaning windows and doors

An Owner or Occupier must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is the 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.

12. Storage of inflammable liquids and other substances and materials

- (a) An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- (b) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13. Moving furniture and other objects on or through Common Property

- (a) An Owner or Occupier must not transport any furniture or large object through or on the Common Property 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.
- (b) The Owners Corporation may resolve that furniture or large objects are to be transported through or on the Common Property in a specified manner.
- (c) If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on the Common Property except in accordance with that resolution.

14. Floor coverings

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

15. Waste disposal

15.1 Method of disposal

An Owner or Occupier that has shared receptacles for garbage, recyclable material or waste must:

- (a) comply with the requirements of the Owners Corporation or any Authority in respect of the disposal of and or recycling of waste; and
- (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
- (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected; and
- (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the Lot or other area referred to in paragraph (b); and
- (e) must not place any thing in the receptacles of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier; and
- (f) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled; and
- (g) not leave waste on the Common Property other than in appropriate area in the garbage room or in the appropriate receptacle.

15.2 In-sink waste disposal systems

An Owner or Occupier of a Lot must not install an in-sink waste disposal system in any part of its Lot.

16. Keeping of animals

16.1 Consent required

Subject to section 49 (4) of the *Strata Schemes Management Act 1996 (NSW)* , an Owner or Occupier must not, without the prior written approval of the Owners Corporation, keep any animal on the Lot or the Common Property (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the Lot).

16.2 Consent to not be unreasonably withheld

The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot or the Common Property.

16.3 Conditions

If an Owner or Occupier keeps a cat, small dog or small caged bird on the Lot then the Owner or Occupier must:

- (a) notify the Owners Corporation that the animal is being kept on the Lot; and
- (b) keep the animal within the Lot so that it cannot enter areas of bushland unrestrained on surrounding properties; and
- (c) if the animal is a cat, keep the cat within the confines of the Lot between the hours of dusk and dawn; and
- (d) carry the animal when it is on the Common Property; and
- (e) take such action as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the animal; and
- (f) if in the opinion of the Executive Committee (acting reasonably) the Owner or Occupier is not complying with this by-law 16 and the Executive Committee so requests, remove the animal from the Strata Parcel.

17. Appearance of lot

- (a) An Owner or Occupier must not, without the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Strata Building.

- (b) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article which is approved by the Owners Corporation as referred to in by-law 10.

18. Change in use of lot to be notified

An Owner or Occupier of a Lot must notify the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

19. Provision of amenities or services

- (1) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
- (a) window cleaning;
 - (b) garbage disposal and recycling services;
 - (c) electricity, water or gas supply; and
 - (d) telecommunication services (for example, cable television);
- (2) If the Owners Corporation makes a resolution referred to in by-law 19 (1) to provide an amenity or service to a lot or to the Owner or Occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.
- (3) Section 111 of the *Strata Schemes Management Act 1996 (NSW)* provides that an Owners Corporation may enter into an agreement with an Owner or Occupier for the provision of amenities or services by it to the Lot or to the Owner or Occupier.

20. Air conditioning

- (a) Each Owner is the owner of the Air Conditioning Unit and Condenser Unit that exclusively services that Owner's Lot. Each Owner has the exclusive right to use the area of the Common Property, if any, where the Air Conditioning Unit and the Condenser Unit is located for the Owner's Lot.

- (b) An Owner is responsible for the ongoing repair and maintenance of the Air Conditioning Unit and the Condenser Unit and shall ensure that each is maintained to avoid damage to the Common Property and any other Lots should the Air Conditioning Unit fail.
- (c) An Owner or Occupier or Invitee shall not access the roof of the Building (or area where the Condenser Unit is located) for service, repair or maintenance under by-law 20(b) without first obtaining the consent of the Owners Corporation with respect to such access.
- (d) An Owner or Occupier or Invitee shall not disturb or interfere with any Air Conditioning Unit or Condenser Unit or air conditioning system installed to air condition any area of Common Property or any other Lot.

21. Strata management statement

- (a) An Owner or Occupier must comply with the terms of the Strata Management Statement.
- (b) An Owner or Occupier must not do anything that would cause the Owners Corporation to be in breach of the terms of the Strata Management Statement.
- (c) The Owners Corporation has the power to appoint a natural person as its representative on the Building Management Committee under the Strata Management Statement to represent the Owners Corporation (Representative).

22. Building works and alterations

- (a) Subject to the provisions of this by-law, an Owner or Occupier must obtain the approval of the Owners Corporation to carry out any building works or alterations that affect the Common Property.
- (b) Approval of the Owners Corporation is not required to carry out minor building work or alterations to the Interior of the Common Property enclosing a Lot.
- (c) Approval of the Owners Corporation to the carrying out of building works or alterations will constitute approval to the lodgement of a development application to the local council or any other Authority (if required).
- (d) An Owner or an Occupier must give the Owners Corporation at least 30 days notice before carrying out building works or alterations. This applies whether or not Owners Corporation approval is required.
- (e) A notice under by-law 22(d) must describe the proposed alterations or building works in sufficient detail for the Owners Corporation to ascertain:

- (i) the estimated time frame for the carrying out of the proposed alterations or building works;
 - (ii) the nature and extent of the proposed alterations or building works; and
 - (iii) whether any Common Property will be affected.
- (f) During the carrying out of any building works or alterations, an Owner or Occupier must:
 - (i) ensure no damage is caused to services or pipes within the Building;
 - (ii) ensure the building works or alterations are carried out by a suitably qualified or licensed person to the satisfaction of the Owners Corporation, and if appropriate the local council;
 - (iii) take all reasonable precautions to ensure that no damage is caused to the Common property or another Lot;
 - (iv) repair any damage caused to the Common Property or another Lot as a result of the building works or alterations; and
 - (v) carry out the building works or alterations promptly.

SPECIAL BY LAW 1

SPECIAL PRIVILEGES AND EXCLUSIVE USE FOR WORKS (LOT 11)

DEFINITIONS

3.1 In this By-Law, the following terms are defined to mean:

- (a) **Act** means the *Strata Schemes Management Act 1996* (NSW).
- (b) **Building** means the building situated at 47-49 Elanora Road, Elanora Heights, NSW, 2101.
- (c) **Lot** means Lot 11 in Strata Plan No. 84516.
- (d) **Owner** means the owner from time to time of the Lot.
- (e) **Owners Corporation** means The Owners-Strata Plan No. 84516.
- (f) **Works** means alterations and additions undertaken by the Owner to the Lot and common property where so affected by the construction of a Vergola and being in accordance with the Plans prepared by Steelbond (Sydney) Pty Limited, annexed hereto and marked "A".

3.2 Words importing:

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

3.3 Words defined in the Act have the meaning given to them in the Act.

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

RIGHTS

3.5 Subject to the conditions in paragraphs 3.6 to 3.19 of this By-Law, the Owner will have:

- (a) a special privilege in respect of the common property to erect and keep the Works to and on the common property; and
- (b) the right of exclusive use and enjoyment of those parts of the common property occupied by the Works.

CONDITIONS

Approvals

3.6 Before commencing the Works the Owner must obtain written approval from:

- (a) the Owners Corporation; and
- (b) any other relevant statutory authority whose requirements apply to the works.

Documentation

- 3.7 Before commencing the Works the Owner must submit to the Owners Corporation the following documentation relating to the Works:
- (a) completed Plans of the Works;
 - (b) certificates of insurance referred to in paragraph 3.9 hereto; and
 - (c) evidence of the licence and contact details of the contractor or tradesperson engaged by the Owner to carry out the Works.
- 3.8 The Owner and the Owners Corporation acknowledge and agree that the Owners Corporation will upon submission to it of the documents referred to in paragraph 3.7(a) to 3.7(c) of this By-Law take all reasonable further action to assist the Owner to obtain any relevant consents necessary for the undertaking of the Works.

Insurance

- 3.9 Before commencing the Works the Owner or the tradesperson appointed by the Owner to carry out the Works must effect the following insurances:
- (a) workers compensation insurance;
 - (b) contractors all risk insurance;
 - (c) Home Owners Warranty insurance required under the *Home Building Act 1989* (if required by law); and
 - (d) Public liability insurance in the amount of \$10,000,000.00 including for and in respect of equipment located and/or utilised on common property in execution of the Works.

Performance of Works

- 3.10 In performing the Works, the Owner must:
- (a) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
 - (b) if reasonably required, protect all areas of the Building both internal and external to the Lot in a manner reasonably acceptable to the Owners Corporation;
 - (c) keep all areas of the Building outside the Lot clean and tidy;
 - (d) only perform the Works at the times reasonably approved by the Owners Corporation;
 - (e) not create noise that causes discomfort, disturbance, obstruction or interference with activities of any other occupier of the Building;
 - (f) immediately remove all debris resulting from the Works immediately from the Building;
 - (g) ensure that the common property is cleared of any waste created by the Works daily; and
 - (h) comply with the requirements of the Owners Corporation relating to the By-Laws and any relevant statutory authority; and
 - (i) not vary the Works without the prior written consent of the Owners Corporation

Licensed Contractor

3.11 The Works shall be done:

- (a) in a proper and workmanlike manner and by duly licensed contractors; and
- (b) in accordance with the Plans and specifications approved by the Owners Corporation.

Statutory Directions

- 3.12 In performing the Works the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall use its best endeavours to ensure that the Owner's servants, agents and contractors comply with such directions, orders and requirements.
- 3.13 The Owner shall ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.

Maintenance

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

Owner's Fixtures

- 3.15 The Works shall remain the Owner's fixtures.

Liability

- 3.16 The Owner of the Lot is liable for any damage caused to any part of the common property, any other lot or property in Strata Plan No.84518 as a result of the Works and will make good that damage immediately after it has occurred.

Indemnity

- 3.17 The Owner must indemnify the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to any lot, common property or other property, or person, in so far as such injury, loss or damage arises out of, in the course of, or by reason of the Works.

Cost of Works

- 3.18 The Works are undertaken at the cost of the Owner.

Right to Remedy Default

- 3.19 If the Owner fails to comply with any obligation under this By-Law, then the Owners Corporation may:
- (a) request, in writing, that the Owner comply with the terms of it;
 - (b) without prejudice to any other rights, be able to enter upon any of the parcel, including the Lot, to carry out necessary work which relate to the Works; and
 - (c) recover the reasonable costs of carrying out work referred to in paragraph 3.19(b) from the Owner.

Special By-Law No. 2 – Vergola (Lot 3)

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 3 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 for the time being.

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

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

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

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

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

"Works" means the installation of a vergola on the balcony of the Lot, in accordance with the attached plans and specifications.

2.2 In this by-law:

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

3.0 Authorisation and Right of Exclusive Use

3.1 Authorisation

- 3.1.1** The Owner may and has a special privilege to conduct the Works on the Common Property. If Council approval is required, the Owners Corporation will promptly sign any landowner consent to lodgment of a development application or construction certificate application for 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 the Works.

4.0 Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:

- 4.1.1.1** give the Owners Corporation at least 14 days' notice of the commencement of the Works;
- 4.1.1.2** 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.

- 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 Owner warrants to the Owners Corporation that the Works do not require local Council approval.

- 4.1.4** 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 (and in accordance with Australian Standards) 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 in accordance with the attached plans, drawings and specifications.

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 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 7.30am – 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, the Owner must:

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

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

5.0 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.



SPECIFICATIONS

Louvres

The louvres are constructed from BlueScope Colorbond® Steel. Two Colorbond® sheets are formed to wing-like sections around re-enforced tubing. Rotation of up to 150° approximately can be achieved.

Louvre end caps

Our dye cast powder coated aluminium louvre end caps have been designed to require no maintenance.

Gutters

The entire framework will be lined with Colorbond® gutters. These gutters will provide the necessary fall required to carry rainwater away to the specific down pipes.

Flashing

All internal & external Colorbond® flashings are custom made to suit.

Motors

Motors will be installed to provide the necessary louvre drive points internal to the framework. The 12 volt system is used to ensure absolute safety.

Switches

The rotation of the louvres is achieved easily through the action of a switch mounted either inside or outside the walls. The exact location of the switch will be determined on-site.

Remote Control

The rotation of the louvres can also be controlled by a remote control. The remote control mimics all of the functions of the switch.

Rain Sensor

A rain sensor will be installed to provide the automatic closure of the Vergola Louvre Roof System in the event of rain. This feature is particularly advantageous for minimal involvement, as it will reopen the louvres to approximately 30° once the sensor dries.

Colours

Standard Vergola Colorbond® colours are: Classic Cream, Paperbark, Dune, Surfmist, Shale Grey, Windspray, and Woodland Grey. These standard colours have been selected to match the most commonly used colours for house gutters. Our new Metallic colour is also a stylish choice and allows you to closely match aluminium window frames.

Other non standard colours are available but the louvre may have to be powder coated specially and this would incur an additional cost.



SUMMARY

The Vergola Louvre Roof System provides excellent protection and control of natural light and ventilation without sacrificing the outdoor atmosphere, with the additional benefit of being able to completely close in the event of inclement weather.

Please find the following quotation and plans for the installation of a Vergola Louvre Roof System.

SCOPE OF WORKS

Supply and Install

- Colour TBA
- Area 3.92m x2.7m
- Colorbond ® Vergola Internal Gutters and linings.
- Colorbond ® Vergola Operable Louvres.
- Colorbond ® Vergola external beam and wall flashings.
- 12V Motors and drive mechanisms.
- Vergola V6000A electronic controller and operating system with touch pad and remote control, battery backup and rain sensor.

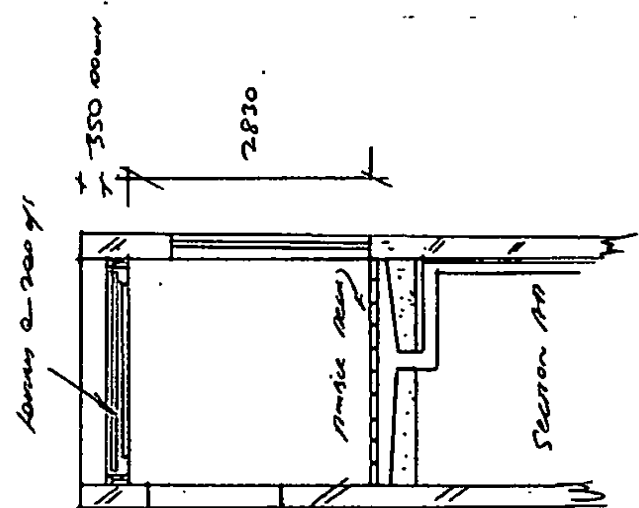
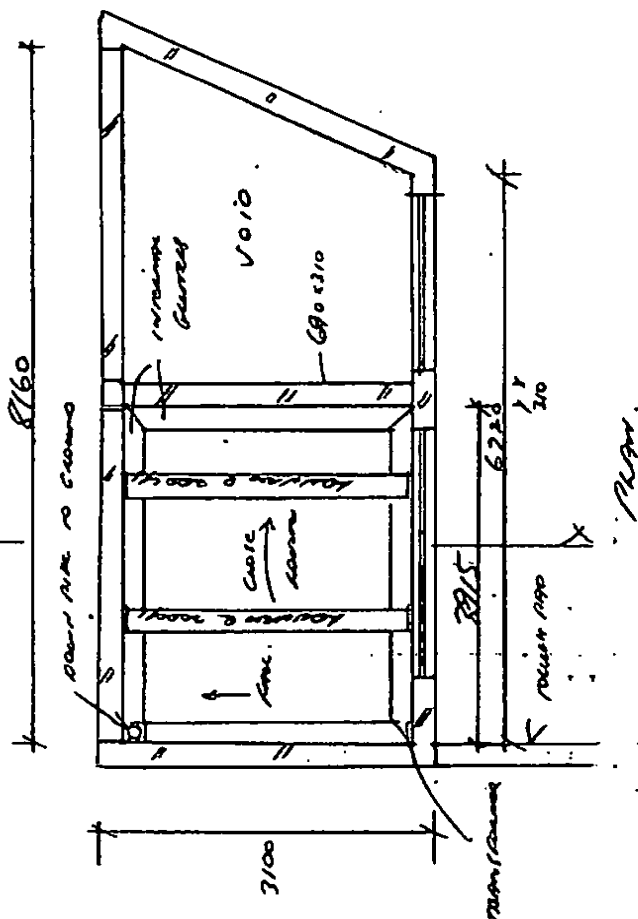
Requirements:

- Body Corp letter of approval

Please Note:

- Standard access and site costs allowed for.
- Costs associated with Council approval are not included.
- Subject to variation upon confirmation of design and any associated works.
- This quote remains valid for a period of 30 days.

7 Tepko Road Torrey Hills NSW 2034 P +61 2 9450 3300 F +61 2 9450 3330
E sales@vergolanew.com.au ABR 45 003 810 100
Vergola (Pty) Ltd - BUILD ON URBAN • No. 12541 EC



Project	Design: DR	Drawn: 26.12.15
Client	C O' Sullivan	Scale: 1:50
Address	7 - 42-48 Elmwood Rd	Blindfold Condition
	REMOVED	Client Approval/Signature

- ☒ Vergola Louvers
- ☒ Vergola Gutters
- ☒ Vergola Motors
- ☒ V1 Switching & Control
- ☒ V5000 Switching & Control
- ☒ Vergola Rain Sensor
- ☒ Rainstop Control
- ☒ Steel Beam Capping
- ☒ Steel Outer Flashings
- ☒ Under Frame Flashing
- ☒ Vial Flashing
- ☒ Powercapping
- ☒ Storm Water Connections
- ☒ Quality Timber Frame
- ☒ Matching Timber Posts
- ☒ Quality Gable Frame
- ☒ Matching Gable Posts
- ☒ Vergola Rafter Brackets
- ☒ Footings & Flyings

Vergola (NSW) Pty Ltd
 7 Tapto Road
 Terrey Hills NSW 2084
 Tel 02 9450 3300
 Fax 02 9450 3339
 A.B.N 45 003 518 143
 Builders Lic.No 106418C



Thursday, November 26, 2015

Caroline O' Sullivan
Unit 3, 47-49 Elanora Road
ELANORA HEIGHTS, NSW 2101

Dear Caroline,

VERGOLA LOUVRE ROOF SYSTEM

Site Address: Unit, 3 47-49 Elanora Road ELANORA HEIGHTS, NSW 2101

Thank you for asking us to provide a proposal for the installation of a Vergola Louvre Roof System to the Site Address above.

The World's first complete operable louvre roof, the Vergola Louvre Roof System attributes its unmatched performance to the simple and elegant design of its louvre. The dual skin aerofol shape constructed from Colorbond® steel, as well as providing strength and durability, it provides insulation from heat reducing thermal radiation keeping the protected area below much cooler than you could achieve with other solid extruded systems.

The size, shape and construction of the louvre provide a number of benefits which simply cannot be matched by its competition.

PROPERTIES

Light Control

Light penetration of 86% is achieved with the louvres opened to their optimum position.

Insulation

The form of the wing-like section of the louvre incorporates an air gap, which provides the Vergola Louvre Roof System with its insulation properties.

Controlling the angle of the louvre blades enables the area to be fully shaded as well as comfortably ventilated.

Rainproof

A Vergola is generally considered to be rainproof under normal conditions. However, during heavy rain or strong wind and rain, the Vergola may allow small amounts of water to enter between the blades.

Wind Resistance

The Vergola Louvre Roof System has undergone rigorous wind testing. It comfortably scored a wind resistance rating of 42 meters per second. (Any wind speed of 33 meters per second is officially a hurricane).

7 Mopla Road Turvey Hills NSW 2061 P +61 2 9450 3300 F +61 2 9450 3333
E sales@vergola.com.au WWW.VERGOLA.COM.AU
Manufactured in Australia - built in the heart of the Mallee



SPECIFICATIONS

Louvres

The louvres are constructed from BlueScope Colorbond® Steel. Two Colorbond® sheets are formed to wing-like sections around re-enforced tubing. Rotation of up to 150° approximately can be achieved.

Louvre end caps

Our dye cast powder coated aluminium louvre end caps have been designed to require no maintenance.

Gutters

The entire framework will be lined with Colorbond® gutters. These gutters will provide the necessary fall required to carry rainwater away to the specific down pipes.

Flashing

All internal & external Colorbond® flashings are custom made to suit.

Motors

Motors will be installed to provide the necessary louvre drive points internal to the framework. The 12 volt system is used to ensure absolute safety.

Switches

The rotation of the louvres is achieved easily through the action of a switch mounted either inside or outside the walls. The exact location of the switch will be determined on-site.

Remote Control

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A rain sensor will be installed to provide the automatic closure of the Vergola Louvre Roof System in the event of rain. This feature is particularly advantageous for minimal involvement, as it will reopen the louvres to approximately 30° once the sensor dries.

Colours

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SUMMARY

The Vergola Louvre Roof System provides excellent protection and control of natural light and ventilation without sacrificing the outdoor atmosphere, with the additional benefit of being able to completely close in the event of inclement weather.

Please find the following quotation and plans for the installation of a Vergola Louvre Roof System.

SCOPE OF WORKS

Supply and Install

- Colour TBA
- Area 3.92m x 3.1
- Colorbond ® Vergola internal Gutters and linings.
- Colorbond ® Vergola Operable Louvres.
- Colorbond ® Vergola external beam and wall flashings.
- 12V Motors and drive mechanisms.
- Vergola V5000A electronic controller and operating system with touch pad and remote control, battery backup and rain sensor.

Requirements:

- Body Corp letter of approval

Please Note:

- Standard access and site costs allowed for.
- Costs associated with Council approval are not included.
- Subject to variation upon confirmation of design and any associated works.
- This quote remains valid for a period of 30 days.

7 Teedle Road Turrely Hill NSW 2083 P +61 2 9850 3300 F +61 2 9850 3333
E info@vergolanew.com.au ABN 15 619 136 102
Vergola (NSW) Pty Ltd - External Finance No (EAFINC)

www.vergolanew.com.au

Special By-Law No. 3 – Vergola (Lot 4)

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:

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

"**Development Act**" means the *Strata Schemes Development Act 2015*

"**Lot**" means lot 4 within the Strata Scheme.

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

"**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 for the time being.

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

"**Plans**" means the plans of Vergola (NSW) Pty Ltd dated 26 May 2017 attached to this by-law.

"**Specifications**" means the specifications of Vergola (NSW) Pty Ltd dated 23 August 2016 attached to this by-law.

"**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 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 of a vergola on the balcony of the Lot, in accordance with the Plans and Specifications.

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.

3.0 Authorisation and Right of Exclusive Use

3.1 Authorisation

- 3.1.1 The Owner may and has a special privilege to conduct the Works on the Common Property. If Council approval is required, the Owners Corporation must promptly sign any landowner consent to lodgment of a development application or construction certificate application for 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 the Works.

4.0 Terms & Conditions

4.1 Before Commencement of the Works

- 4.1.1 Before commencing the Works the Owner must:

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

4.1.1.2 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.

- 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 Owner warrants to the Owners Corporation that the Works do not require local Council approval.

- 4.1.4 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 (and in accordance with Australian Standards) 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 in accordance with the attached plans, drawings and specifications,

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 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 7.30am – 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, the Owner must:

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

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

5.0 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:


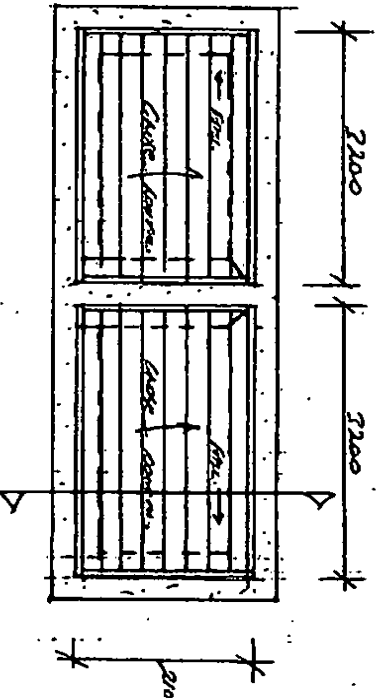
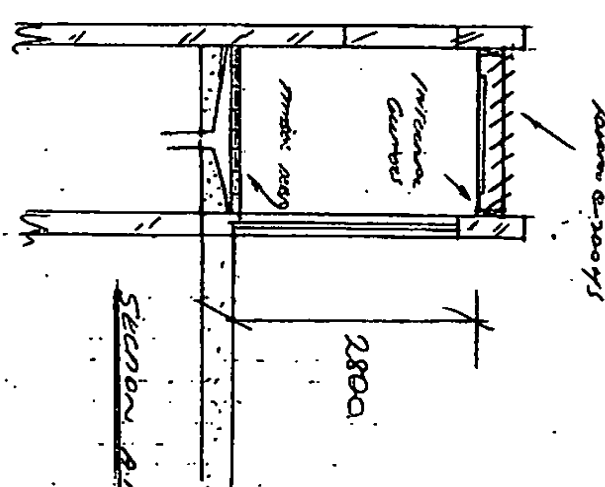
5.1.1 rectify any such breach,

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.

Plans

<p>Vergola (NSW) Pty Ltd 7 Tople Road Temby Hills NSW 2084 Tel 02 9450 8800 Fax 02 9450 8839 A.B.N 65 003 618 149 Builders Lic No 108418C</p>		<p>VERGOLA</p>
<p> <input type="checkbox"/> Quality Timber Frame <input type="checkbox"/> Matching Timber Roofs <input type="checkbox"/> Quality Steel Frame <input type="checkbox"/> Matching Steel Purlins <input type="checkbox"/> Vergola Rafter Brackets <input type="checkbox"/> Roofings & Ridge </p>	 <p><i>Plan View</i></p>	<p> <input type="checkbox"/> Steel Beam Cavity <input type="checkbox"/> Steel Outer Flashing <input type="checkbox"/> Under Frame Flashing <input type="checkbox"/> Weld Flashing <input type="checkbox"/> Powdercoating <input type="checkbox"/> Eternit Water Connections </p>
<p> <input type="checkbox"/> Vergola Louvre <input type="checkbox"/> Vergola Glaze <input type="checkbox"/> Motor <input type="checkbox"/> V1 Sealing & Control <input type="checkbox"/> V1000 Sealing & Control <input type="checkbox"/> Vergola Rain Sensor <input type="checkbox"/> Remote Control </p>	 <p><i>Section A-A</i></p>	
<p> Project: <i>msiba</i> Client: <i>Orin Kestek</i> Address: <i>4-4749 Rowan Rd</i> <i>Edmondson</i> </p>	<p> Date: <i>26.5.17</i> Drawing No: Scale: <i>1:50</i> Budget Quotation: Client Approval Signature: </p>	

Specifications



Tuesday, August 23, 2016

Jim Leask
Unit 4, 47-49 Elanora Road
ELANORA HEIGHTS, NSW 2101

Dear Jim,

VERGOLA LOUVRE ROOF SYSTEM

Site Address: Unit 4, 47-49 Elanora Road ELANORA HEIGHTS, NSW 2101

Thank you for asking us to provide a proposal for the installation of a Vergola Louvre Roof System to the Site Address above.

The World's first complete operable louvre roof, the Vergola Louvre Roof System attributes its unmatched performance to the simple and elegant design of its louvre. The dual skin aerofoil shape constructed from Colorbond® steel, as well as providing strength and durability, it provides insulation from heat reducing thermal radiation keeping the protected area below much cooler than you could achieve with other solid extruded systems.

The size, shape and construction of the louvre provide a number of benefits which simply cannot be matched by its competition.

PROPERTIES

Light Control

Light penetration of 86% is achieved with the louvres opened to their optimum position.

Insulation

The form of the wing-like section of the louvre incorporates an air gap, which provides the Vergola Louvre Roof System with its insulation properties.

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Rainproof

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Wind Resistance

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Australo (Pty) Ltd - Building Solutions Inc. 008106

www.vergolansw.com.au



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Our dye cast powder coated aluminium louvre end caps have been designed to require no maintenance.

Gutters

The entire framework will be lined with Colorbond® gutters. These gutters will provide the necessary fall required to carry rainwater away to the specific down pipes.

Flashing

All internal & external Colorbond® flashings are custom made to suit.

Motors

Motors will be installed to provide the necessary louvre drive points internal to the framework. The 12 volt system is used to ensure absolute safety.

Switches

The rotation of the louvres is achieved easily through the action of a switch mounted either inside or outside the walls. The exact location of the switch will be determined on-site.

Remote Control

The rotation of the louvres can also be controlled by a remote control. The remote control mimics all of the functions of the switch.

Rain Sensor

A rain sensor will be installed to provide the automatic closure of the Vergola Louvre Roof System in the event of rain. This feature is particularly advantageous for minimal involvement, as it will reopen the louvres to approximately 30° once the sensor dries.

Colours

Standard Vergola Colorbond® colours are: Classic Cream, Paperbark, Dune, Surfmist, Shale Grey, Windspray, and Woodland Grey. These standard colours have been selected to match the most commonly used colours for house gutters. Our new Metallic colour is also a stylish choice and allows you to closely match aluminium window frames.

Other non standard colours are available but the louvre may have to be powder coated specially and this would incur an additional cost.



SUMMARY

The Vergola Louvre Roof System provides excellent protection and control of natural light and ventilation without sacrificing the outdoor atmosphere, with the additional benefit of being able to completely close in the event of inclement weather.

Please find the following quotation and plans for the installation of a Vergola Louvre Roof System.

SCOPE OF WORKS

Supply and Install

- Area 3.2m x2.1m approx.- 2 off
- Colour SURFMIST
- Colorbond @ Vergola internal Gutters and linings.
- Colorbond @ Vergola Operable Louvres.
- Colorbond @ Vergola external beam and wall flashings.
- 2 x 12V Motors and drive mechanisms.
- Vergola V5000A electronic controller and operating system with touch pad and remote control, battery backup and rain sensor.

Please Note:-

- Standard access and site costs allowed for.
- Costs associated with Council approval are not included.
- Body Corp approval required
- Subject to variation upon confirmation of design and any associated works.
- This quote remains valid for a period of 30 days.

7 Tapko Road Torrey Hills NSW 2064 P +61 2 9450 3300 F +61 2 9450 3333
E sales@vergolansw.com.au ABN 45 003 518 143
Vergola (NSW) Pty Ltd - Builders Licence No. 1064187

www.vergolansw.com.au

The seal of The Owners - Strata Plan No.84516 was affixed on 24 July 2017
in the presence of the following person(s) authorised by section 273 Strata Schemes Management
Act 2015 to attest the affixing of the seal:

Signature: _____

Name(s): CHARLES GUTHRIE

Authority: Strata Managing Agent



Approved Form 10

Created 2016


~~Certificate re Initial Period~~

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

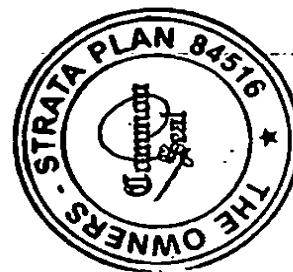
*that the initial period has expired.

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

The seal of The Owners - Strata Plan No. 84516 was affixed on 24 JUL 7 2017 in
the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015*
to attest the affixing of the seal.

Signature:  Name: Charles Gutierrez Authority: Strata Managing Agent

Signature: Name: Authority:



SPECIAL BY-LAW NO. 4 – DECK (LOT 2)

On the following condition the owner/s for the time being of lot 2 ("owner") shall have a special privilege in respect of their lot and/or the common property with respect to the following:-

1. Construction of a deck on the courtyard area

That the owner of lot 2 shall have the right to construct a deck on the courtyard area of the subject lot, provided:-

- (i) That said owner or occupier must maintain the deck in a state of good and serviceable repair and appearance;
- (ii) That the owner or occupier must at their own cost repair any damage to the common property occurring in the installation, maintenance, replacement, repair or renewal of the deck;
- (iii) That the owner shall not call upon the Owners Corporation to be responsible for and indeed shall indemnify the Owners Corporation against any claim arising out of the said installation, maintenance, replacement, repair or renewal of the deck;
- (iv) The owner or occupier is to indemnify and at all times in the future during the use by the owner of the deck and equipment, keep the Owners Corporation indemnified from and against all actions, claims, demands, losses, damages, costs and expenses for which the Owners Corporation shall or may incur in respect of or arising from:
 - (a) Any failure by the owner to perform and observe the terms and conditions of this by-law;
 - (b) Any loss damage or injury from any cause whatsoever to property or person within or without the lots or common property of the strata plan or the building caused or contributed to by any action, omission, neglect, breach or default of or by the agent, contractor, employee, invitee or licensee of the owner of the lot or any such person.
- (v) In undertaking the works, the owner must ensure the works:-
 - (a) comply with the manufacturer's specifications;
 - (b) comply with the Building Code of Australia and any pertinent Australian Standard; and;
 - (c) are undertaken in a good and workmanlike manner, using premium-quality materials.
- (vi) That the owner or occupier must ensure that the construction of the deck is consistent with and is in harmony with the appearance of the outside of the building, such that the appearance of the building remains unchanged;

- (vii) The cost for the noted works and any applicable maintenance is at the expense of the owner.
2. The Owners Corporation and its agents shall at all times be permitted to enter upon the relevant area to inspect same for the purpose of ensuring that the by-laws of the Owners Corporation are being observed.
3. 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 Strata Scheme Management Act 1996, 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.
4. The owners must meet all expenses of the Owners Corporation, including reasonable legal expenses, incurred in the making and registration of this By-Law.

THIS is page 2 of a total of 2 pages and is the annexure to notification of Change of By-Laws Form by THE OWNERS – STRATA PLAN 84516

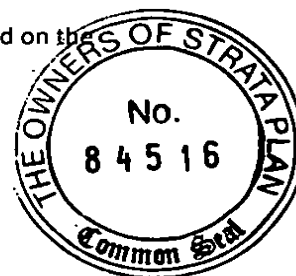
THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 84516 was hereto affixed on the

10th day of April 2018 in the presence of

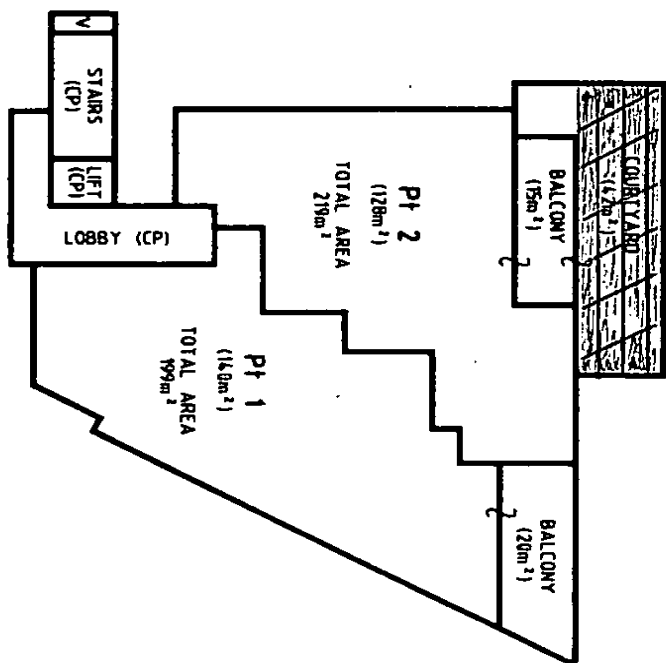
Names:

Brad Louis

Signatures:



Being the person(s) authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of a seal



GROUND FLOOR

CP DENOTES COMMON PROPERTY
V DENOTES VOID (COMMON PROPERTY)

NOTES:

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

THE STRATUM OF THE COURTYARDS & BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE UNITS CONCRETE SLAB FLOOR, EXCEPT WHERE COVERED.

SERVICE CUPBOARDS & DUCT VOIDS WITHIN LOTS FORM PART OF COMMON PROPERTY.

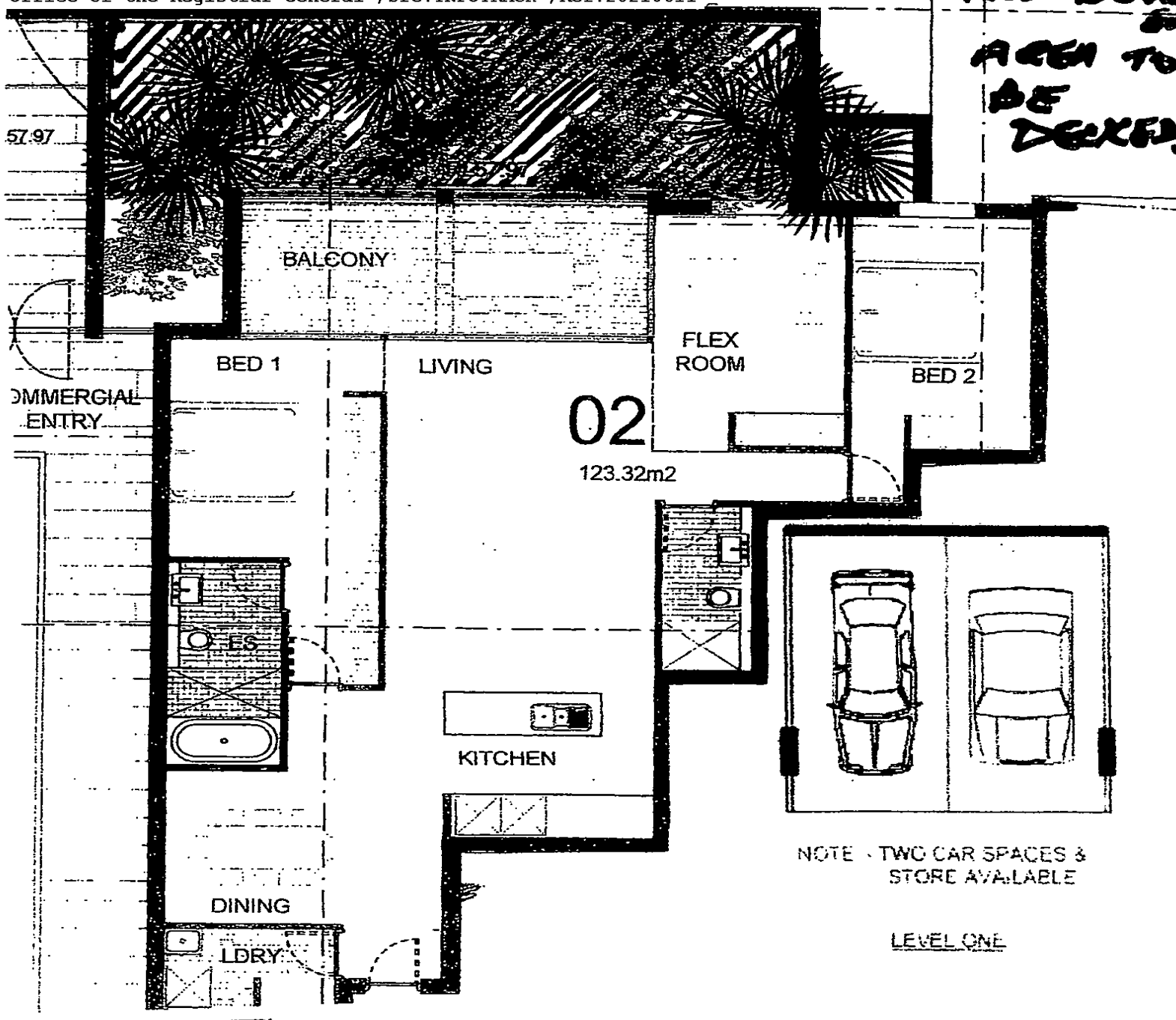
Surveyor: ANTHONY JOHN BENNETT
Surveyor's Ref: 2734R
Subdivision No: P10410
Lengths are in metres. Reduction Ratio 1: 200



Registered
17.2.2011

SP84516

AGENCY TO
BE
DELETED



APPROX. GROSS INTERNAL REVENUE - 1982 \$24



2147-49 ELANORA ROAD

ELÀNORA

[illegible]



Quotation

Date: 22nd September 2017
INVOICE # 514
Expiration Date: 22nd October 2017

TO

Bob Kerr
Unit 2 47-49 Elanora Rd, Elanora Hts
0409 034 592
Customer ID 294

Salesperson	Job	Payment Terms	Due Date
Michael	New Ekodeck deck	Due within 7 Days of job completion	TBC

Qty	Description	Unit Price	Line Total
-----	-------------	------------	------------

-Construct new deck in outdoor area covering approx. 41sqm with new Ekodeck Plus (Greystone) composite decking (137x23mm) secret fixed on top of treated pine timber frame bolted to the concrete wall perimeters with minimum clearance of 400mm under finished floor height (this ground clearance is to be prepared prior to commencing work). The finished floor height will mirror that of the existing deck and will allow for any existing trees to be built into deck as well as a small step down on western end.

-All rubbish and materials to be removed from site.

Note: All vegetation and ground material to be removed prior by client. Client is responsible for checking deck meets council approval if is needed. Approval by strata for handling of materials from driveway to residence as discussed by client.

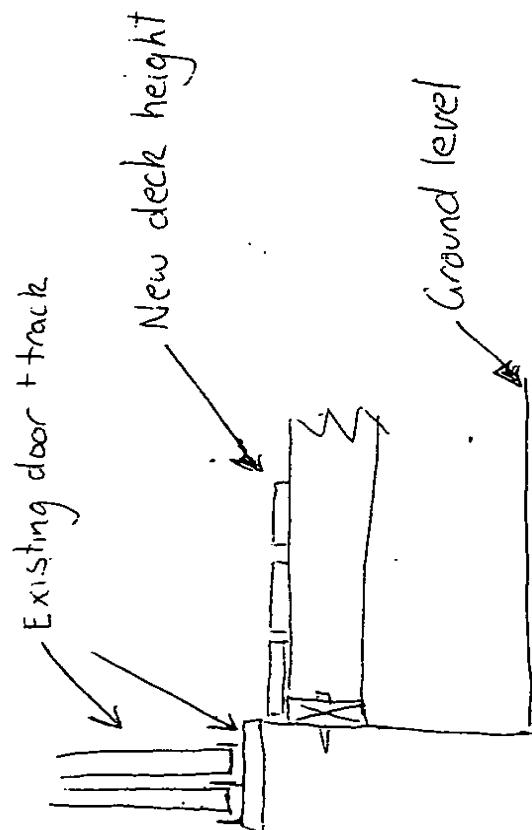
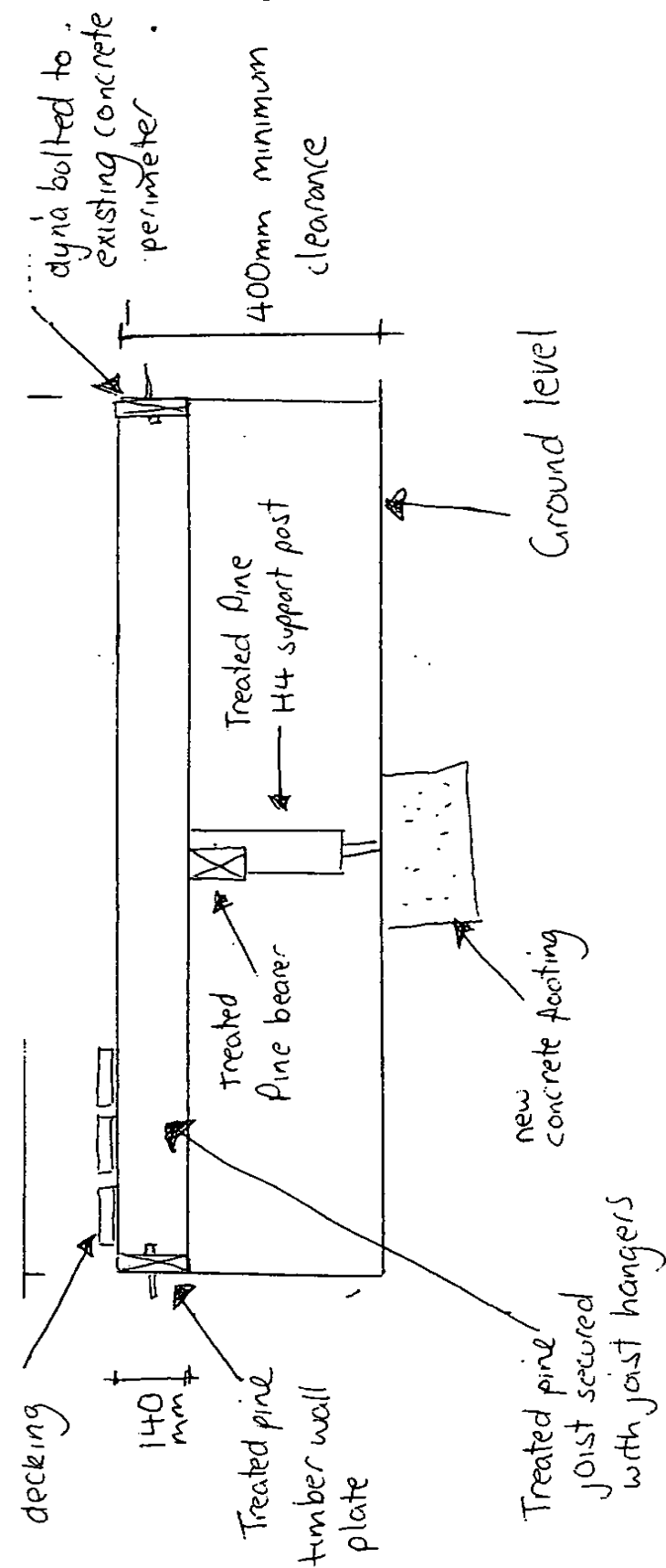
-Pensioner discount included is **\$380.00**

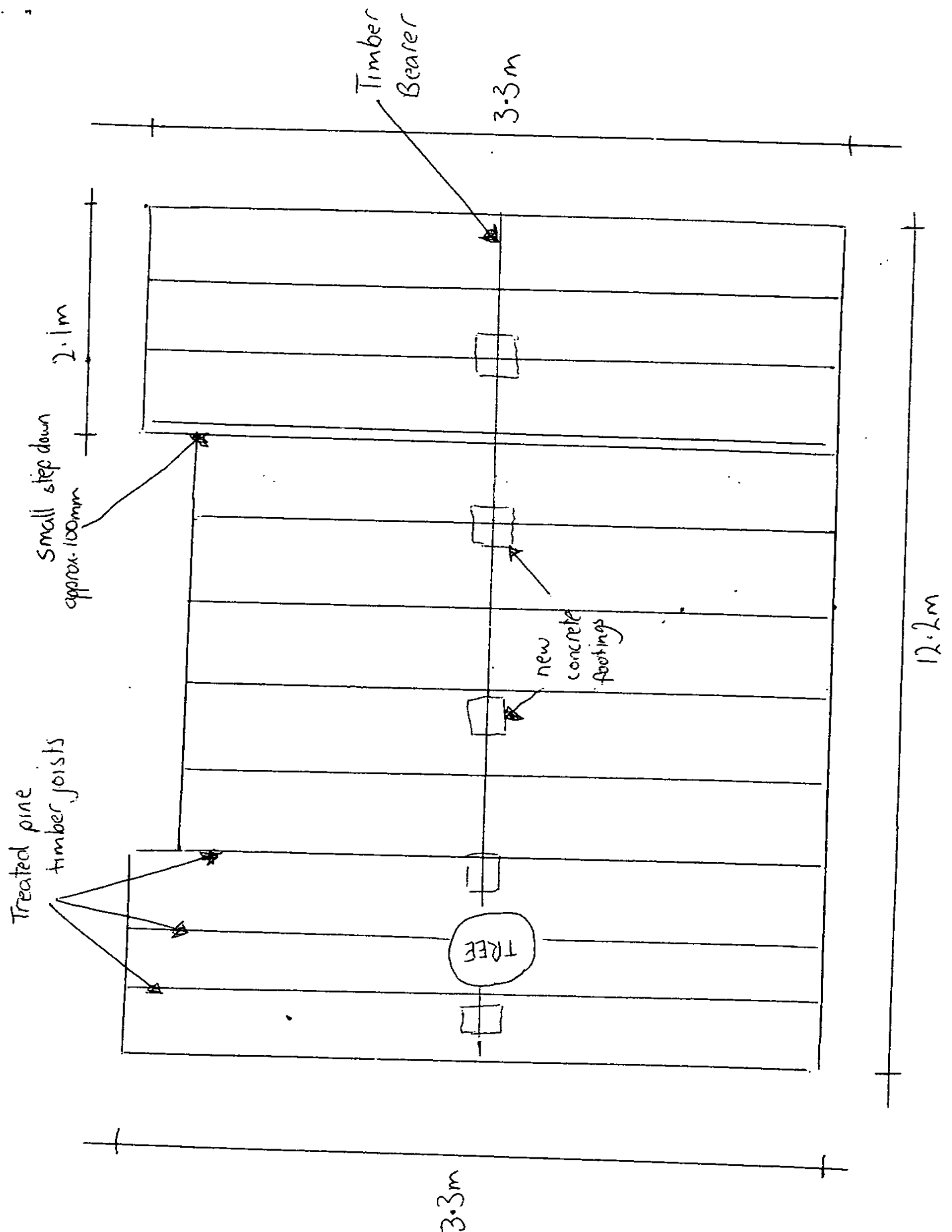
Subtotal	\$13,600.00
Sales Tax	\$1360.00
Total	\$14,960.00

Quotation prepared by: Michael Sladden. Licence no. 215507C

This is a quotation on the goods named, subject to the conditions noted below: (Payments must be made within 7 days from job completion date. Any job costing \$3000 or more will require a 20% deposit before work commences. Bank: Community First Credit Union BSB: 512-170 Account Number: 3064234. Name: Coastal Carpentry & Repairs. Quote is valid for 30 days unless mentioned otherwise. If you wish to proceed with the work please reply via email to michael@coastalcarpentryandrepairs.com.au stating the invoice number which will confirm your booking. By doing so you are agreeing to these terms and conditions and cancellation fees may apply.

Thank you for your business!





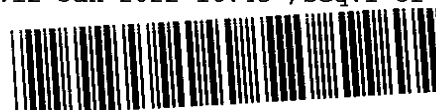
Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AP165730K

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/SP84516

(B) **LODGED BY**

Document
Collection
Box

272N

Name, Address or DX, Telephone, and Customer Account Number if any
Acc. No. 123177 U E&A Lawyers
DX 9007 MONA VALE Tel: (02) 9997 2111

Reference: MJ/170407

CODE

CH

- (C) The Owners-Strata Plan No. 84516 certify that a special resolution was passed on 5/3/2019
- (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-Law No.5 - Lot 10
Amended by-law No. NOT APPLICABLE
as fully set out below:
SEE ANNEXURE 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. 84516 was affixed on 29th March 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:

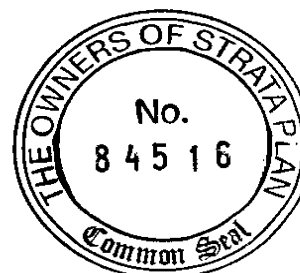
Name:

Authority:

Signature:

Name:

Authority:



ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS

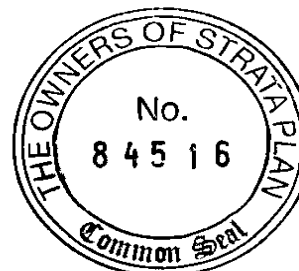
**CONSOLIDATED BY-LAWS FOR
STRATA PLAN NO. 84516**

The seal of The Owners – Strata Plan No. 84516 was affixed
on 29th March 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): Brad Louis

Authority: Strata Manager



INDEX TO CONSOLIDATED BY-LAWS

1. Strata Scheme Residential By-Laws filed with the Strata Plan
2. Special By-Law No. 1 – Special Privileges and Exclusive Use for Works (Lot 11) (Dealing AH669133)
3. Special By-Law No. 2 – Vergola (Lot 3) (Dealing AK960419)
4. Special By-Law No. 3 – Vergola (Lot 4)
5. Special By-Law No. 4 – Deck (Lot 2)
6. Special By-Law No. 5 – Retractable Sunshade (Lot 10) (NEW)

SP84516 – Residential By-Laws

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

1. Definitions and interpretation

1.1 Definitions

In this instrument, unless a contrary intention appears a word or expression has the meaning given to it in the *Strata Schemes Management Act 1996 (NSW)* if it is defined in that Act, and used but not defined in this instrument.

1.2 Further Definitions

The meanings of the terms used in this instrument are as follows:-

Air Conditioning Unit means the air conditioning unit or units, as the case may be, that exclusively service an individual Lot, including any air conditioning plant, pipes, wires, cables, ducts, pumps, fans and any other associated components located in and forming part of the Common Property.

Authority means:

- (a) government or government department or body;
- (b) governmental, semi-governmental or judicial person; or
- (c) the local council; or
- (d) a person who is charged with the administration of a law.

Building the meaning given to that term in the Strata Management Statement.

Building Management Committee means the Building Management Committee established and maintained under the Strata Management Statement and required by the *Strata Schemes (Freehold Development) Act 1973 (NSW)*.

Business Day means any day that is not a Saturday, Sunday or, bank holiday gazetted public holiday in New South Wales.

Carwash Bay means the carwash bay designated CWB on the Residential Strata Plan.

Common Property means the common property in the Strata Scheme.

Condenser Unit means the condenser unit connected to the Air Conditioning Unit servicing a Lot, including any pipes, wires, cables, ducts, cooling apparatus, pumps and fans.

Executive Committee has the meaning given to it in the *Strata Schemes Management Act 1996 (NSW)*.

Invitee means any person on the Strata Parcel with the express or implied consent of the Owner or Occupier.

Lot or Lots means a lot or lots in a Strata Plan.

Occupier means the tenants, occupiers, invitees and/or mortgagees in possession of a Lot.

Owner means an owner or a mortgagee in possession of a Strata Lot.

Owners Corporation means the owners corporation created upon registration of the Strata Plan.

Planter Box means any planter box that is marked on the Strata Plan as an area designated for use as a planter box.

Retail and Commercial Stratum has the meaning given to that term in the Strata Management Statement.

Rules has the meaning given to that term in the Strata Management Statement.

Strata Building means the part of the Building constructed within the Strata Parcel.

Strata Management Statement means the strata management statement having effect in relation to the Strata Parcel, including any rules made under it.

Strata Manager means the strata managing agent for the time being appointed or resolved to be appointed under the *Strata Schemes Management Act 1996 (NSW)* by the Owners Corporation and, if no person for the time being is so appointed, the secretary of the Owners Corporation.

Strata Parcel means the land the subject of the Strata Scheme.

Strata Plan means a strata plan with which this instrument is registered.

Strata Scheme means the strata scheme created when a Strata Plan is registered.

Unanimous Resolution has the meaning given to that term in the Strata Management Statement.

1.3 Interpretation

In this instrument, unless the contrary intention appears:

- (a) a reference to a document or another instrument includes any variation or replacement of any of them; and
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and

- (c) the singular includes the plural and vice versa; and
- (d) words implying a gender imply any gender; and
- (e) words implying a natural person imply a firm, body corporate, an unincorporated association or an authority; and
- (f) 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; and
- (g) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally; and
- (h) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally; and
- (i) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day; and
- (j) a reference to a day is a reference to a period of time commencing at midnight and ending 24 hours later; and
- (k) a reference to time is a reference to Sydney time; and
- (l) a reference to anything (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually; and
- (m) headings are inserted for convenience and do not affect the interpretation of this Statement.

1.4 Notices

Any notice, approval, request, demand, communication under this instrument must be in writing.

1.5 Applications and Complaints

An Owner or an Occupier must make any application or complaint to the Owners Corporation in writing and address it to the Strata Manager.

1.6 Order of Precedence

The following order of precedence applies in the event there is any inconsistency, ambiguity or discrepancy between this instrument and the Strata Management Statement:-

- (a) first, the Strata Management Statement; and
- (b) secondly, this instrument.

2. Noise

An Owner or Occupier of a Lot must not create any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

3. Vehicles

3.1 Common Property

An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on the Common Property except with the prior written approval of the Owners Corporation.

3.2 Visitor and disabled parking and invitees

- (a) Without limiting by-law 3.1 an Owner or an Occupier of a lot must not park or stand any motor or other vehicle in any visitor parking space, disabled parking space or Car Wash Bay.
- (b) An Invitee may stand or park a motor vehicle in any vacant visitor car parking space (being a designated car parking space forming part of the Common Property); and
- (c) Subject to by-law 3.2(b) an Invitee must not stand or park any motor or other vehicle in any car parking area other than the car parking area comprising the relevant part of the Owner's Lot.

4. Obstruction of common property

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

5. Damage to plants and planter box on common property

An Owner or Occupier must not, except with the prior written approval of the Owners Corporation damage any garden, Planter Box, tree, shrub, plant or flower being part of or situated on the Common Property.

6. Damage to the common property

6.1 Not to cause damage

An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Owners Corporation.

6.2 No additions to common property

An approval given by the Owners Corporation under by-law 6.1 cannot authorise any additions to the Common Property.

6.3 Security etc

This by-law 6 does not prevent an Owner or person authorised by an Owner from installing:

- (a) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot, or
- (b) any screen or other device to prevent entry of animals or insects on the Lot, or
- (c) any structure or device to prevent harm to children, or
- (d) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.

6.4 Installation of security devices

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

6.5 Owner to maintain

Despite section 62 of the *Strata Schemes Management Act 1996 (NSW)*, the Owner of a Lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 6.3 that forms part of the Common Property and that services the Lot, and
- (b) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in bylaw 6.3 that forms part of the Common Property and that services the Lot.

7. Behaviour of Owners and Occupiers, Invitees and Tenants

7.1 Behaviour of Owners and Occupiers

An Owner or Occupier when on the Common Property must:-

- (a) be adequately clothed;

- (b) not smoke cigarettes, cigars or pipes or cause smoke from them to enter the Common Property;
- (c) 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 the Common Property; and
- (d) must not do anything in the Strata Parcel that is illegal or may endanger the good reputation of the Strata Parcel.

7.2 Behaviour of Invitees

An Owner or Occupier must take all reasonable steps to ensure that its Invitees:-

- (a) comply with these by-laws; and
- (b) if the Invitees of the Owner or Occupier do not comply with these by-laws, the Owner or Occupier must make their Invitees leave the Strata Parcel.

7.3 Tenants

An Owner or Occupier who enters into a lease or licence for their Lot must:-

- (a) provide their tenant or licensee with a copy of these by-laws and the Strata Management Statement;
- (b) make sure their tenant or licensee and any Invitees of the tenant or licensee comply as required with by law 7.3(a) or leave the Strata Parcel; and
- (c) take all action necessary under the lease or licence to make sure their tenant or licensee and any Invitees of the tenant or licensee comply as required with by law 7.3(a), or leave the Strata Parcel.

8. Children playing on common property in Strata Parcel

An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play on the Common Property within the Strata Parcel or, unless accompanied by an adult exercising effective control, to be or to remain on the Common Property comprising a laundry, car parking area or other area of possible danger or hazard to children.

9. Depositing rubbish and other material on common property

An Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

10. Drying of laundry items

An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the Lot in such a way as to be visible from outside the Lot.

11. Cleaning windows and doors

An Owner or Occupier must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is the 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.

12. Storage of inflammable liquids and other substances and materials

- (a) An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- (b) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13. Moving furniture and other objects on or through Common Property

- (a) An Owner or Occupier must not transport any furniture or large object through or on the Common Property 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.
- (b) The Owners Corporation may resolve that furniture or large objects are to be transported through or on the Common Property in a specified manner.
- (c) If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on the Common Property except in accordance with that resolution.

14. Floor coverings

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

15. Waste disposal

15.1 Method of disposal

An Owner or Occupier that has shared receptacles for garbage, recyclable material or waste must:

- (a) comply with the requirements of the Owners Corporation or any Authority in respect of the disposal of and or recycling of waste; and
- (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
- (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected; and
- (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the Lot or other area referred to in paragraph (b); and
- (e) must not place any thing in the receptacles of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier; and
- (f) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled; and
- (g) not leave waste on the Common Property other than in appropriate area in the garbage room or in the appropriate receptacle.

16.2 In-sink waste disposal systems

An Owner or Occupier of a Lot must not install an in-sink waste disposal system in any part of its Lot.

16. Keeping of animals

16.1 Consent required

Subject to section 49 (4) of the *Strata Schemes Management Act 1996 (NSW)*, an Owner or Occupier must not, without the prior written approval of the Owners Corporation, keep any animal on the Lot or the Common Property (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the Lot).

16.2 Consent to not be unreasonably withheld

The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot or the Common Property.

16.3 Conditions

If an Owner or Occupier keeps a cat, small dog or small caged bird on the Lot then the Owner or Occupier must:

- (a) notify the Owners Corporation that the animal is being kept on the Lot; and
- (b) keep the animal within the Lot so that it cannot enter areas of bushland unrestrained on surrounding properties; and
- (c) if the animal is a cat, keep the cat within the confines of the Lot between the hours of dusk and dawn; and
- (d) carry the animal when it is on the Common Property; and
- (e) take such action as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the animal; and
- (f) if in the opinion of the Executive Committee (acting reasonably) the Owner or Occupier is not complying with this by-law 16 and the Executive Committee so requests, remove the animal from the Strata Parcel.

17. Appearance of lot

- (a) An Owner or Occupier must not, without the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Strata Building.

- (b) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article which is approved by the Owners Corporation as referred to in by-law 10.

18. Change in use of lot to be notified

An Owner or Occupier of a Lot must notify the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

19. Provision of amenities or services

- (1) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
 - (a) window cleaning;
 - (b) garbage disposal and recycling services;
 - (c) electricity, water or gas supply; and
 - (d) telecommunication services (for example, cable television);
- (2) If the Owners Corporation makes a resolution referred to in by-law 19 (1) to provide an amenity or service to a lot or to the Owner or Occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.
- (3) Section 111 of the *Strata Schemes Management Act 1996 (NSW)* provides that an Owners Corporation may enter into an agreement with an Owner or Occupier for the provision of amenities or services by it to the Lot or to the Owner or Occupier.

20. Air conditioning

- (a) Each Owner is the owner of the Air Conditioning Unit and Condenser Unit that exclusively services that Owner's Lot. Each Owner has the exclusive right to use the area of the Common Property, if any, where the Air Conditioning Unit and the Condenser Unit is located for the Owner's Lot.

- (b) An Owner is responsible for the ongoing repair and maintenance of the Air Conditioning Unit and the Condenser Unit and shall ensure that each is maintained to avoid damage to the Common Property and any other Lots should the Air Conditioning Unit fail.
- (c) An Owner or Occupier or Invitee shall not access the roof of the Building (or area where the Condenser Unit is located) for service, repair or maintenance under by-law 20(b) without first obtaining the consent of the Owners Corporation with respect to such access.
- (d) An Owner or Occupier or Invitee shall not disturb or interfere with any Air Conditioning Unit or Condenser Unit or air conditioning system installed to air condition any area of Common Property or any other Lot.

21. Strata management statement

- (a) An Owner or Occupier must comply with the terms of the Strata Management Statement.
- (b) An Owner or Occupier must not do anything that would cause the Owners Corporation to be in breach of the terms of the Strata Management Statement.
- (c) The Owners Corporation has the power to appoint a natural person as its representative on the Building Management Committee under the Strata Management Statement to represent the Owners Corporation (Representative).

22. Building works and alterations

- (a) Subject to the provisions of this by-law, an Owner or Occupier must obtain the approval of the Owners Corporation to carry out any building works or alterations that affect the Common Property.
- (b) Approval of the Owners Corporation is not required to carry out minor building work or alterations to the Interior of the Common Property enclosing a Lot.
- (c) Approval of the Owners Corporation to the carrying out of building works or alterations will constitute approval to the lodgement of a development application to the local councillor or any other Authority (if required).
- (d) An Owner or an Occupier must give the Owners Corporation at least 30 days notice before carrying out building works or alterations. This applies whether or not Owners Corporation approval is required.
- (e) A notice under by-law 22(d) must describe the proposed alterations or building works in sufficient detail for the Owners Corporation to ascertain:

- (i) the estimated time frame for the carrying out of the proposed alterations or building works;
 - (ii) the nature and extent of the proposed alterations or building works; and
 - (iii) whether any Common Property will be affected.
- (f) During the carrying out of any building works or alterations, an Owner or Occupier must:
 - (i) ensure no damage is caused to services or pipes within the Building;
 - (ii) ensure the building works or alterations are carried out by a suitably qualified or licensed person to the satisfaction of the Owners Corporation, and if appropriate the local council;
 - (iii) take all reasonable precautions to ensure that no damage is caused to the Common property or another Lot;
 - (iv) repair any damage caused to the Common Property or another Lot as a result of the building works or alterations; and
 - (v) carry out the building works or alterations promptly.

SPECIAL BY LAW 1

SPECIAL PRIVILEGES AND EXCLUSIVE USE FOR WORKS (LOT 11)

DEFINITIONS

3.1 In this By-Law, the following terms are defined to mean:

- (a) **Act** means the *Strata Schemes Management Act 1996* (NSW).
- (b) **Building** means the building situated at 47-49 Elanora Road, Elanora Heights, NSW, 2101.
- (c) **Lot** means Lot 11 in Strata Plan No. 84516.
- (d) **Owner** means the owner from time to time of the Lot.
- (e) **Owners Corporation** means The Owners-Strata Plan No. 84516.
- (f) **Works** means alterations and additions undertaken by the Owner to the Lot and common property where so affected by the construction of a Vergola and being in accordance with the Plans prepared by Steelbond (Sydney) Pty Limited, annexed hereto and marked "A".

3.2 Words importing:

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

3.3 Words defined in the Act have the meaning given to them in the Act.

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

RIGHTS

3.5 Subject to the conditions in paragraphs 3.6 to 3.19 of this By-Law, the Owner will have:

- (a) a special privilege in respect of the common property to erect and keep the Works to and on the common property; and
- (b) the right of exclusive use and enjoyment of those parts of the common property occupied by the Works.

CONDITIONS

Approvals

3.6 Before commencing the Works the Owner must obtain written approval from:

- (a) the Owners Corporation; and
- (b) any other relevant statutory authority whose requirements apply to the works.

Documentation

- 3.7** Before commencing the Works the Owner must submit to the Owners Corporation the following documentation relating to the Works:
- (a) completed Plans of the Works;
 - (b) certificates of insurance referred to in paragraph 3.9 hereto; and
 - (c) evidence of the licence and contact details of the contractor or tradesperson engaged by the Owner to carry out the Works.
- 3.8** The Owner and the Owners Corporation acknowledge and agree that the Owners Corporation will upon submission to it of the documents referred to in paragraph 3.7(a) to 3.7(c) of this By-Law take all reasonable further action to assist the Owner to obtain any relevant consents necessary for the undertaking of the Works.

Insurance

- 3.9** Before commencing the Works the Owner or the tradesperson appointed by the Owner to carry out the Works must effect the following insurances:
- (a) workers compensation insurance;
 - (b) contractors all risk insurance;
 - (c) Home Owners Warranty insurance required under the *Home Building Act 1989* (if required by law); and
 - (d) Public liability insurance in the amount of \$10,000,000.00 including for and in respect of equipment located and/or utilised on common property in execution of the Works.

Performance of Works

- 3.10** In performing the Works, the Owner must:
- (a) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
 - (b) if reasonably required, protect all areas of the Building both internal and external to the Lot in a manner reasonably acceptable to the Owners Corporation;
 - (c) keep all areas of the Building outside the Lot clean and tidy;
 - (d) only perform the Works at the times reasonably approved by the Owners Corporation;
 - (e) not create noise that causes discomfort, disturbance, obstruction or interference with activities of any other occupier of the Building;
 - (f) immediately remove all debris resulting from the Works immediately from the Building;
 - (g) ensure that the common property is cleared of any waste created by the Works daily; and
 - (h) comply with the requirements of the Owners Corporation relating to the By-Laws and any relevant statutory authority; and
 - (i) not vary the Works without the prior written consent of the Owners Corporation

Licensed Contractor

3.11 The Works shall be done:

- (a) in a proper and workmanlike manner and by duly licensed contractors; and
- (b) in accordance with the Plans and specifications approved by the Owners Corporation.

Statutory Directions

3.12 In performing the Works the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall use its best endeavours to ensure that the Owner's servants, agents and contractors comply with such directions, orders and requirements.

3.13 The Owner shall ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.

Maintenance

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

Owner's Fixtures

3.15 The Works shall remain the Owner's fixtures.

Liability

3.16 The Owner of the Lot is liable for any damage caused to any part of the common property, any other lot or property in Strata Plan No.84518 as a result of the Works and will make good that damage immediately after it has occurred.

Indemnity

3.17 The Owner must indemnify the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to any lot, common property or other property, or person, in so far as such injury, loss or damage arises out of, in the course of, or by reason of the Works.

Cost of Works

3.18 The Works are undertaken at the cost of the Owner.

Right to Remedy Default

3.19 If the Owner fails to comply with any obligation under this By-Law, then the Owners Corporation may:

- (a) request, in writing, that the Owner comply with the terms of it;
- (b) without prejudice to any other rights, be able to enter upon any of the parcel, including the Lot, to carry out necessary work which relate to the Works; and
- (c) recover the reasonable costs of carrying out work referred to in paragraph 3.19(b) from the Owner.

Special By-Law No. 2 – Vergola (Lot 3)

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 3 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 for the time being.

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

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

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

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

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

"Works" means the installation of a vergola on the balcony of the Lot, in accordance with the attached plans and specifications.

2.2 In this by-law:

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

3.0 Authorisation and Right of Exclusive Use

3.1 Authorisation

- 3.1.1** The Owner may and has a special privilege to conduct the Works on the Common Property. If Council approval is required, the Owners Corporation will promptly sign any landowner consent to lodgment of a development application or construction certificate application for 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 the Works.

4.0 Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:

- 4.1.1.1** give the Owners Corporation at least 14 days' notice of the commencement of the Works;
- 4.1.1.2** 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.

- 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 Owner warrants to the Owners Corporation that the Works do not require local Council approval.

- 4.1.4** 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 (and in accordance with Australian Standards) 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 in accordance with the attached plans, drawings and specifications.

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 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 7.30am – 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, the Owner must:

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

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

5.0 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.



SPECIFICATIONS

Louvres

The louvres are constructed from BlueScope Colorbond® Steel. Two Colorbond® sheets are formed to wing-like sections around re-enforced tubing. Rotation of up to 150° approximately can be achieved.

Louvre end caps

Our dye cast powder coated aluminium louvre end caps have been designed to require no maintenance.

Gutters

The entire framework will be lined with Colorbond® gutters. These gutters will provide the necessary fall required to carry rainwater away to the specific down pipes.

Flashing

All internal & external Colorbond® flashings are custom made to suit.

Motors

Motors will be installed to provide the necessary louvre drive points internal to the framework. The 12 volt system is used to ensure absolute safety.

Switches

The rotation of the louvres is achieved easily through the action of a switch mounted either inside or outside the walls. The exact location of the switch will be determined on-site.

Remote Control

The rotation of the louvres can also be controlled by a remote control. The remote control mimics all of the functions of the switch.

Rain Sensor

A rain sensor will be installed to provide the automatic closure of the Vergola Louvre Roof System in the event of rain. This feature is particularly advantageous for minimal involvement, as it will reopen the louvres to approximately 30° once the sensor dries.

Colours

Standard Vergola Colorbond® colours are: Classic Cream, Paperbark, Dune, Surfmist, Shale Grey, Windspray, and Woodland Grey. These standard colours have been selected to match the most commonly used colours for house gutters. Our new Metallic colour is also a stylish choice and allows you to closely match aluminium window frames.

Other non standard colours are available but the louvre may have to be powder coated specially and this would incur an additional cost.

7 Tropic Road, Epping NSW 1503 / 2015 / 2016 / 2017 / 2018 / 2019 / 2020 / 2021 / 2022 / 2023 / 2024 / 2025 / 2026 / 2027 / 2028 / 2029 / 2030 / 2031 / 2032 / 2033 / 2034 / 2035 / 2036 / 2037 / 2038 / 2039 / 2040 / 2041 / 2042 / 2043 / 2044 / 2045 / 2046 / 2047 / 2048 / 2049 / 2050 / 2051 / 2052 / 2053 / 2054 / 2055 / 2056 / 2057 / 2058 / 2059 / 2060 / 2061 / 2062 / 2063 / 2064 / 2065 / 2066 / 2067 / 2068 / 2069 / 2070 / 2071 / 2072 / 2073 / 2074 / 2075 / 2076 / 2077 / 2078 / 2079 / 2080 / 2081 / 2082 / 2083 / 2084 / 2085 / 2086 / 2087 / 2088 / 2089 / 2090 / 2091 / 2092 / 2093 / 2094 / 2095 / 2096 / 2097 / 2098 / 2099 / 2100 / 2101 / 2102 / 2103 / 2104 / 2105 / 2106 / 2107 / 2108 / 2109 / 2110 / 2111 / 2112 / 2113 / 2114 / 2115 / 2116 / 2117 / 2118 / 2119 / 2120 / 2121 / 2122 / 2123 / 2124 / 2125 / 2126 / 2127 / 2128 / 2129 / 2130 / 2131 / 2132 / 2133 / 2134 / 2135 / 2136 / 2137 / 2138 / 2139 / 2140 / 2141 / 2142 / 2143 / 2144 / 2145 / 2146 / 2147 / 2148 / 2149 / 2150 / 2151 / 2152 / 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SUMMARY

The Vergola Louvre Roof System provides excellent protection and control of natural light and ventilation without sacrificing the outdoor atmosphere, with the additional benefit of being able to completely close in the event of inclement weather.

Please find the following quotation and plans for the installation of a Vergola Louvre Roof System.

SCOPE OF WORKS

Supply and Install

- Colour TBA
- Area 3.92m x2.7m
- Colorbond ® Vergola Internal Gutters and linings.
- Colorbond ® Vergola Operable Louvres.
- Colorbond ® Vergola external beam and wall flashings.
- 12V Motors and drive mechanisms.
- Vergola V6000A electronic controller and operating system with touch pad and remote control, battery backup and rain sensor.

Requirements:

- Body Corp letter of approval

Please Note:

- Standard access and site costs allowed for.
- Costs associated with Council approval are not included.
- Subject to variation upon confirmation of design and any associated works.
- This quote remains valid for a period of 30 days.

7 Tapko Road Terry Hills NSW 2054 P +61 2 9450 3300 F +61 2 9450 3333
E info@vergolaroof.com.au A Str 45/49 Pitt St
Vergola (Pty) Ltd - 9421 on 1300 0 110 110

[illegible]



SPECIFICATIONS

Louvres

The louvres are constructed from BlueScope Colorbond® Steel. Two Colorbond® sheets are formed to wing-like sections around re-enforced tubing. Rotation of up to 150° approximately can be achieved.

Louvre and caps

Our dye cast powder coated aluminium louvre and caps have been designed to require no maintenance.

Gutters

The entire framework will be lined with Colorbond® gutters. These gutters will provide the necessary fall required to carry rainwater away to the specific down pipes.

Flashing

All internal & external Colorbond® flashings are custom made to suit.

Motors

Motors will be installed to provide the necessary louvre drive points internal to the framework. The 12 volt system is used to ensure absolute safety.

Switches

The rotation of the louvres is achieved easily through the action of a switch mounted either inside or outside the walls. The exact location of the switch will be determined on-site.

Remote Control

The rotation of the louvres can also be controlled by a remote control. The remote control mimics all of the functions of the switch.

Rain Sensor

A rain sensor will be installed to provide the automatic closure of the Vergola Louvre Roof System in the event of rain. This feature is particularly advantageous for minimal involvement, as it will reopen the louvres to approximately 30° once the sensor dries.

Colours

Standard Vergola Colorbond® colours are: Classic Cream, Paperbark, Dune, Surfmist, Shale Grey, Windspray, and Woodland Grey. These standard colours have been selected to match the most commonly used colours for house gutters. Our new Metallic colour is also a stylish choice and allows you to closely match aluminium window frames.

Other non standard colours are available but the louvre may have to be powder coated specially and this would incur an additional cost.

7 Repairs Project Form - NSW LRS 2014 - P 01 2 0450 3309 P 01 2 0450 3313
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Vergola Pty Ltd. 111 - 111 The Square, Sydney, NSW 1585

A handwritten signature in black ink, located in the bottom right corner of the page.



SUMMARY

The Vergola Louvre Roof System provides excellent protection and control of natural light and ventilation without sacrificing the outdoor atmosphere, with the additional benefit of being able to completely close in the event of inclement weather.

Please find the following quotation and plans for the installation of a Vergola Louvre Roof System.

SCOPE OF WORKS

Supply and Install

- Colour TBA
- Area 3.92m x 3.1
- Colorbond ® Vergola internal Gutters and linings.
- Colorbond ® Vergola Operable Louvres.
- Colorbond ® Vergola external beam and wall flashings.
- 12V Motors and drive mechanisms.
- Vergola V5000A electronic controller and operating system with touch pad and remote control, battery backup and rain sensor.

Requirements:

- Body Corp letter of approval

Please Note:

- Standard access and site costs allowed for.
- Costs associated with Council approval are not included.
- Subject to variation upon confirmation of design and any associated works.
- This quote remains valid for a period of 30 days.

7 Teahale Road, Merry Hill NSW 2064 P +61 2 9050 3300 F +61 2 9050 3333
E sales@vergola.com.au ABN 75 612 516 122
Vergola (AUST) Pty Ltd - Bathurst: 1300 666 1041 INC

www.vergola.com.au

✓

Special By-Law No. 3 – Vergola (Lot 4)

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:

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

"Development Act" means the *Strata Schemes Development Act 2015*

"Lot" means lot 4 within the Strata Scheme.

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

"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 for the time being.

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

"Plans" means the plans of Vergola (NSW) Pty Ltd dated 26 May 2017 attached to this by-law.

"Specifications" means the specifications of Vergola (NSW) Pty Ltd dated 23 August 2016 attached to this by-law.

"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 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 of a vergola on the balcony of the Lot, in accordance with the Plans and Specifications.

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.

3.0 Authorisation and Right of Exclusive Use

3.1 Authorisation

- 3.1.1 The Owner may and has a special privilege to conduct the Works on the Common Property. If Council approval is required, the Owners Corporation must promptly sign any landowner consent to lodgment of a development application or construction certificate application for 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 the Works.

4.0 Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:

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

- 4.1.1.2** 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.

- 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 Owner warrants to the Owners Corporation that the Works do not require local Council approval.

- 4.1.4** 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 (and in accordance with Australian Standards) 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 in accordance with the attached plans, drawings and specifications,

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 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 7.30am – 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, the Owner must:

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

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


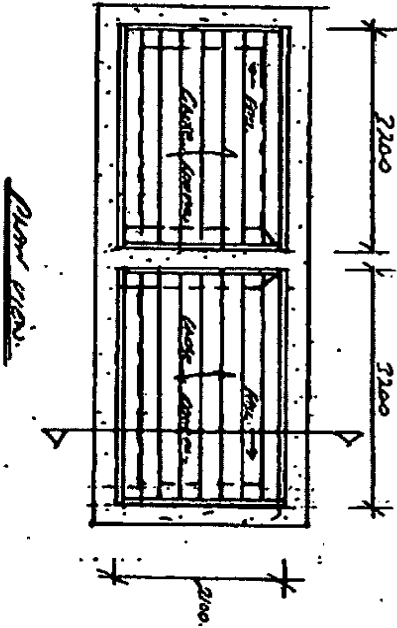
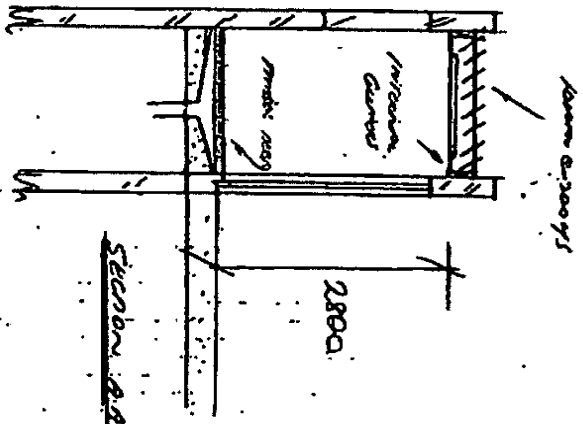

5.0 Breach of this By-Law

- 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.

Plans

							
Vergola (NSW) Pty Ltd 7 Topo Road Yerrily Hills NSW 2084 Tel 02 9440 8800 Fax 02 9440 8838 A.B.N 65 005 618 145 Bulimba Linfo 1064102		Quality Timber Frame Weathering Timber Frame Quality Steel Frame Weathering Steel Frame Vergola Timber Frame Vergola Steel Frame		Steel Beam Canopy Steel Beam Frame Steel Beam Frame Steel Beam Frame Steel Beam Frame Steel Beam Frame		Vergola Louvre Vergola Louvre Vergola Louvre Vergola Louvre Vergola Louvre Vergola Louvre	
Project: <i>Verde</i> Client: <i>Orin Green</i> Address: <i>4-4349 Cornwell Rd</i> Sydney NSW		Date: <i>26.5.17</i> Drawn: <i>1.50</i> Check: <i>1.50</i> Scale: <i>1:50</i> Title: <i>Section B-B</i>		Date: <i>26.5.17</i> Drawn: <i>1.50</i> Check: <i>1.50</i> Scale: <i>1:50</i> Title: <i>Section B-B</i>		Date: <i>26.5.17</i> Drawn: <i>1.50</i> Check: <i>1.50</i> Scale: <i>1:50</i> Title: <i>Section B-B</i>	

Specifications



Tuesday, August 23, 2016

Jim Leask
Unit 4, 47-49 Elanora Road
ELANORA HEIGHTS, NSW 2101

Dear Jim,

VERGOLA LOUVRE ROOF SYSTEM

Site Address: Unit 4, 47-49 Elanora Road ELANORA HEIGHTS, NSW 2101

Thank you for asking us to provide a proposal for the installation of a Vergola Louvre Roof System to the Site Address above.

The World's first complete operable louvre roof, the Vergola Louvre Roof System attributes its unmatched performance to the simple and elegant design of its louvre. The dual skin aerofoil shape constructed from Cotorbond® steel, as well as providing strength and durability, it provides insulation from heat reducing thermal radiation keeping the protected area below much cooler than you could achieve with other solid extruded systems.

The size, shape and construction of the louvre provide a number of benefits which simply cannot be matched by its competition.

PROPERTIES

Light Control

Light penetration of 88% is achieved with the louvres opened to their optimum position.

Insulation

The form of the wing-like section of the louvre incorporates an air gap, which provides the Vergola Louvre Roof System with its insulation properties.

Controlling the angle of the louvre blades enables the area to be fully shaded as well as comfortably ventilated.

Rainproof

A Vergola is generally considered to be rainproof under normal conditions. However, during heavy rain or strong wind and rain, the Vergola may allow small amounts of water to enter between the blades.

Wind Resistance

The Vergola Louvre Roof System has undergone rigorous wind testing. It comfortably scored a wind resistance rating of 42 meters per second. (Any wind speed of 33 meters per second is officially a hurricane).

P.O. Box 1000, Sydney NSW 2000 P 02 9439 3300 F 02 9439 3300
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Vergola Pty Ltd. is a registered company in Australia.

www.vergola-nsw.com.au



SPECIFICATIONS

Louvres

The louvres are constructed from BlueScope Colorbond® Steel. Two Colorbond® sheets are formed to wing-like sections around re-enforced tubing. Rotation of up to 150° approximately can be achieved.

Louvre end caps

Our dye cast powder coated aluminium louvre end caps have been designed to require no maintenance.

Gutters

The entire framework will be lined with Colorbond® gutters. These gutters will provide the necessary fall required to carry rainwater away to the specific down pipes.

Flashing

All internal & external Colorbond® flashings are custom made to suit.

Motors

Motors will be installed to provide the necessary louvre drive points internal to the framework. The 12 volt system is used to ensure absolute safety.

Switches

The rotation of the louvres is achieved easily through the action of a switch mounted either inside or outside the walls. The exact location of the switch will be determined on-site.

Remote Control

The rotation of the louvres can also be controlled by a remote control. The remote control mimics all of the functions of the switch.

Rain Sensor

A rain sensor will be installed to provide the automatic closure of the Vergola Louvre Roof System in the event of rain. This feature is particularly advantageous for minimal involvement, as it will reopen the louvres to approximately 30° once the sensor dries.

Colours

Standard Vergola Colorbond® colours are: Classic Cream, Paperbark, Dune, Surfmist, Shale Grey, Windspray, and Woodland Grey. These standard colours have been selected to match the most commonly used colours for house gutters. Our new Metallic colour is also a stylish choice and allows you to closely match aluminium window frames.

Other non standard colours are available but the louvre may have to be powder coated specially and this would incur an additional cost.

VERGOLA ROOFS PTY LTD
15 BROADWAY, SYDNEY NSW 1570
AUSTRALIA
VERGOLA ROOFS PTY LTD - BUILDING (Sydney) No. 1246187

www.vergolansw.com.au



SUMMARY

The Vergola Louvre Roof System provides excellent protection and control of natural light and ventilation without sacrificing the outdoor atmosphere, with the additional benefit of being able to completely close in the event of inclement weather.

Please find the following quotation and plans for the installation of a Vergola Louvre Roof System.

SCOPE OF WORKS

Supply and Install

- Area 3.2m x2.1m approx.- 2 off
- Colour SURFMIST
- Colorbond ® Vergola internal Gutters and linings.
- Colorbond ® Vergola Operable Louvres.
- Colorbond ® Vergola external beam and wall flashings.
- 2 x 12V Motors and drive mechanisms.
- Vergola V5000A electronic controller and operating system with touch pad and remote control, battery backup and rain sensor.

Please Note:

- Standard access and site costs allowed for.
- Costs associated with Council approval are not included.
- Body Corp approval required
- Subject to variation upon confirmation of design and any associated works.
- This quote remains valid for a period of 30 days.

7 Trade Road Torrey Hills NSW 2064 P +61 2 9450 3300 F +61 2 9450 3333
E sales@vergolansw.com.au ABN 45-005 618 143
Vergola (NSW) Pty Ltd - Builders Licence No. 1064197

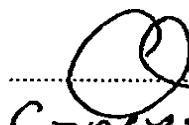
www.vergolansw.com.au

The seal of The Owners - Strata Plan No.84516 was affixed on 24 July 2017
in the presence of the following person(s) authorised by section 273 Strata Schemes Management
Act 2015 to attest the affixing of the seal:

Signature:

Name(s):

Authority:


Charles Gurnik
Strata Managing Agent



Created 2016

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No. 84516 was affixed on 24 JULY 2017 in
the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal.

Signature:  Name: Charles Gutter Authority: Strata Manager

Signature: _____ Name: _____ Authority: _____



[Handwritten mark]

SPECIAL BY-LAW NO. 4 – DECK (LOT 2)

On the following condition the owner/s for the time being of lot 2 ("owner") shall have a special privilege in respect of their lot and/or the common property with respect to the following:-

1. Construction of a deck on the courtyard area

That the owner of lot 2 shall have the right to construct a deck on the courtyard area of the subject lot provided:-

- (i) That said owner or occupier must maintain the deck in a state of good and serviceable repair and appearance;
- (ii) That the owner or occupier must at their own cost repair any damage to the common property occurring in the installation, maintenance, replacement, repair or renewal of the deck;
- (iii) That the owner shall not call upon the Owners Corporation to be responsible for and indeed shall indemnify the Owners Corporation against any claim arising out of the said installation, maintenance, replacement, repair or renewal of the deck;
- (iv) The owner or occupier is to indemnify and at all times in the future during the use by the owner of the deck and equipment, keep the Owners Corporation indemnified from and against all actions, claims, demands, losses, damages, costs and expenses for which the Owners Corporation shall or may incur in respect of or arising from:
 - (a) Any failure by the owner to perform and observe the terms and conditions of this by-law;
 - (b) Any loss damage or injury from any cause whatsoever to property or person within or without the lots or common property of the strata plan or the building caused or contributed to by any action, omission, neglect, breach or default of or by the agent, contractor, employee, invitee or licensee of the owner of the lot or any such person.
- (v) In undertaking the works, the owner must ensure the works:-
 - (a) comply with the manufacturer's specifications;
 - (b) comply with the Building Code of Australia and any pertinent Australian Standard; and;
 - (c) are undertaken in a good and workmanlike manner, using premium-quality materials.
- (vi) That the owner or occupier must ensure that the construction of the deck is consistent with and is in harmony with the appearance of the outside of the building, such that the appearance of the building remains unchanged;

082715

- (vii) The cost for the noted works and any applicable maintenance is at the expense of the owner.
2. The Owners Corporation and its agents shall at all times be permitted to enter upon the relevant area to inspect same for the purpose of ensuring that the by-laws of the Owners Corporation are being observed.
3. 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 Strata Scheme Management Act 1996, 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.
4. The owners must meet all expenses of the Owners Corporation, including reasonable legal expenses, incurred in the making and registration of this By-Law.

THIS is page 2 of a total of 2 pages and is the annexure to notification of Change of By-Laws Form by THE OWNERS – STRATA PLAN 84516

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 84516 was hereto affixed on the

10th day of April 2018 in the presence of

Names: Brad Louis

Signatures: 



Being the person(s) authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of a seal

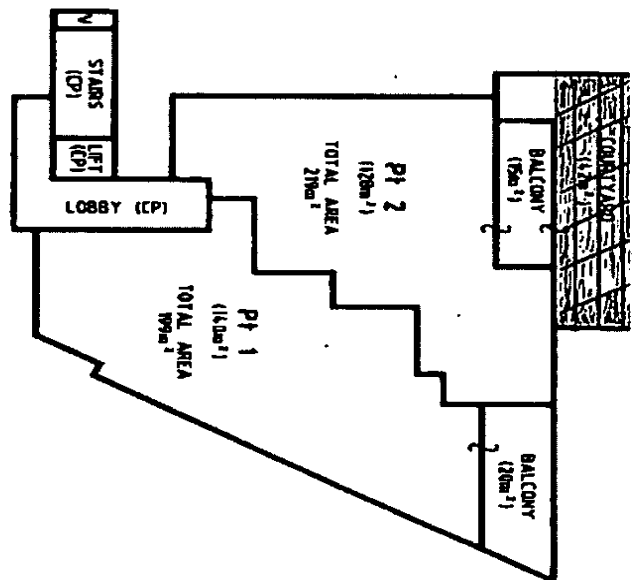
082715

(CP DENOTES COMMON PROPERTY
 V DENOTES VOID (COMMON PROPERTY)

NOTES:


AREAS ARE APPROXIMATE AND ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1971.

THE STRATUM OF THE COURTYARDS & BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE UNITS CONCRETE SLAB FLOOR, EXCEPT WHERE COVERED. SERVICE CUPBOARDS & DUCT VOIDS WITHIN LOTS FORM PART OF COMMON PROPERTY.



GROUND FLOOR



Surveyor: ANTHONY ADAM BENNETT Surveyor's Ref: 27348 Subdivision No: P14010 Lengths are in metres. Reduction Ratio: 200	Registered  17.2.2011	SP84516
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A



Quotati

Date: 22nd Sept
 INV
 Expiration Date: 22nd O

TO

Bob Kerr
 Unit 2 47-49 Elanora Rd, Elanora Hls
 0409 034 592
 Customer ID 294

Salesperson	Job	Payment Terms	Due Date
Michael	New Ekodeck deck	Due within 7 Days of job completion	TBC

Qty	Description	Unit Price	Line Total
-----	-------------	------------	------------

-Construct new deck in outdoor area covering approx. 41sqm with new Ekodeck Plus (Greystone) composite decking (137x23mm) secret fixed on top of treated pine timber frame bolted to the concrete wall perimeters with minimum clearance of 400mm under finished floor height (this ground clearance is to be prepared prior to commencing work). The finished floor height will mirror that of the existing deck and will allow for any existing trees to be built into deck as well as a small step down on western end.

-All rubbish and materials to be removed from site.

Note: All vegetation and ground material to be removed prior by client. Client is responsible for checking deck meets council approval if is needed. Approval by strata for handling of materials from driveway to residence as discussed by client.

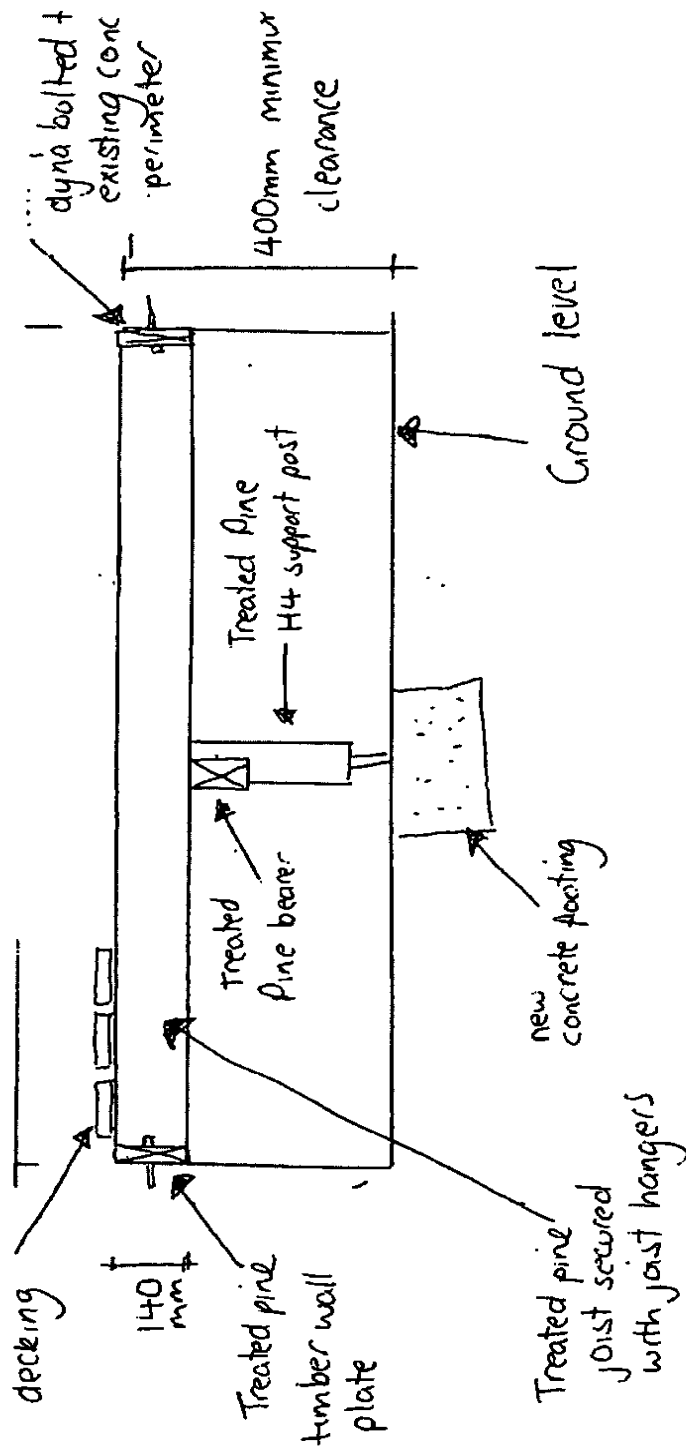
-Pensioner discount included is \$380.00

Subtotal	\$13,600.00
Sales Tax	\$1360.00
Total	\$14,960.00

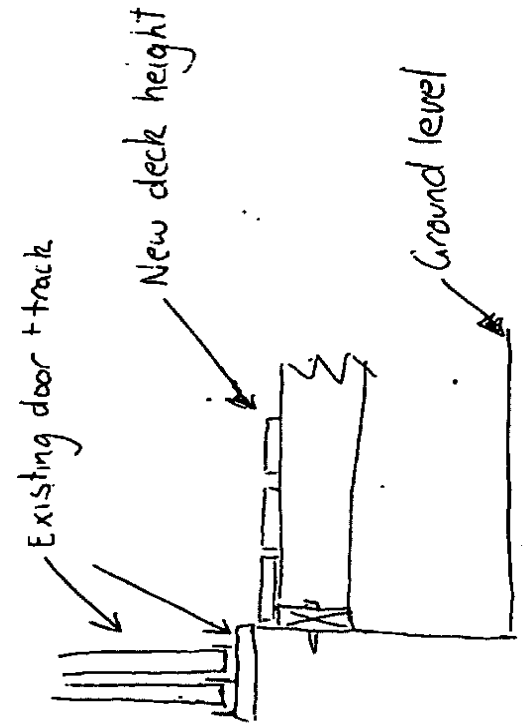
Quotation prepared by: Michael Stadden. Licence no. 215507C

This is a quotation on the goods named, subject to the conditions noted below: (Payments must be made within 7 days from job completion and job costing \$3000 or more will require a 20% deposit before work commences. Bank: Community First Credit Union BSB: 512-170 Account Nun 3064234. Name: Coastal Carpentry & Repairs. Quote is valid for 30 days unless mentioned otherwise. If you wish to proceed with the work please reply via email to michael@coastalcarpentryandrepairs.com.au stating the invoice number which will confirm your booking. By doing so you are agreeing to these terms and conditions and cancellation fees may apply.

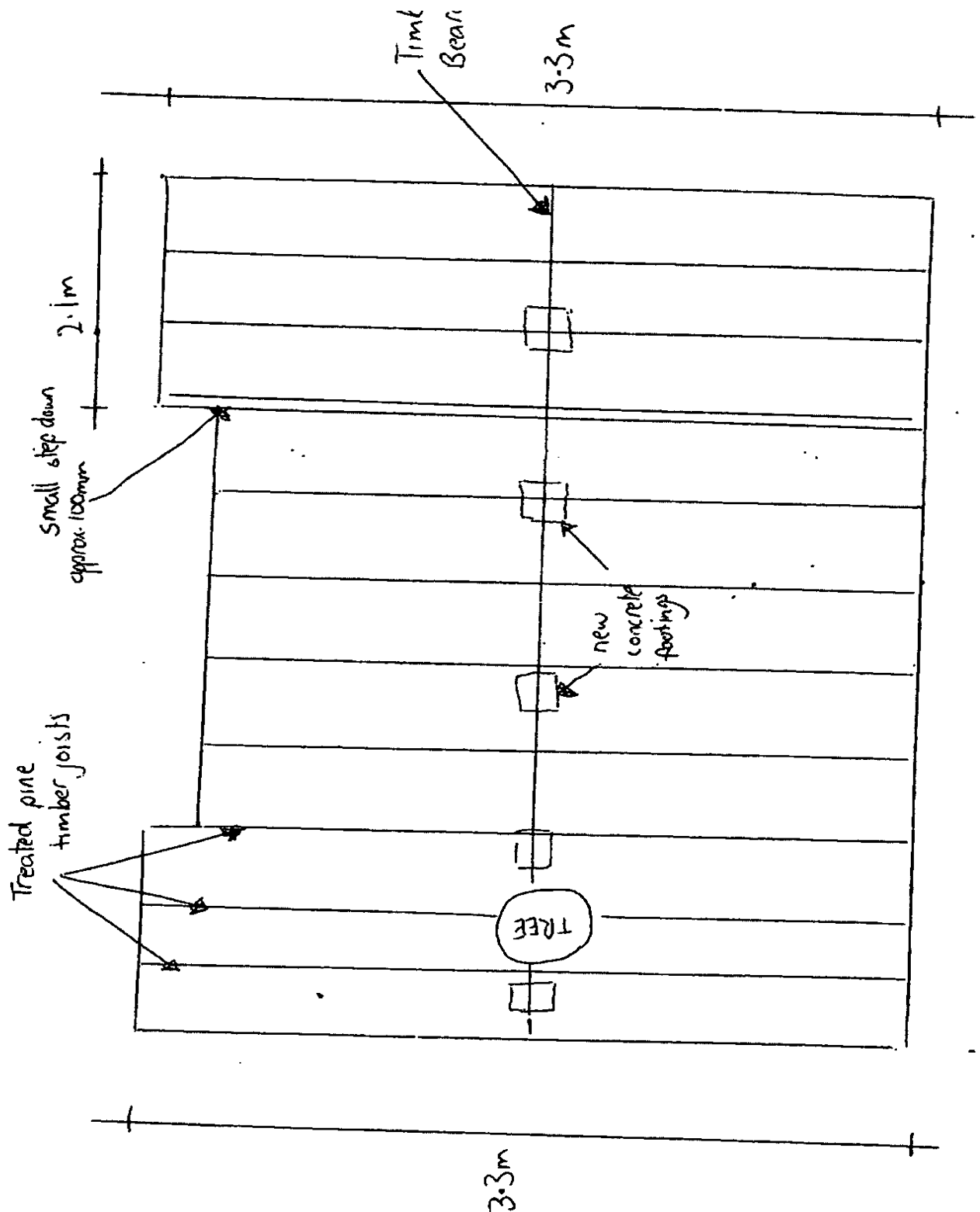
Thank you for your business!



NOT TO SCALE



2



7

Special By-Law No. 5 – Retractable Sunshade (Lot 10)

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:

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

"Development Act" means the *Strata Schemes Development Act 2015*

"Lot" means lot 10 within the Strata Scheme.

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

"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 for the time being.

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

"Plans and Specifications" means the plans, drawings and specifications of Ray-Fitz-Gibbon Architects and OZ Tech Retractable Shade Systems, as attached to this by-law.

"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 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 of an "L" shaped structure approx. 8.5m in length to East side of building and 28m in length to North side of building projecting approx. 2.8m from the wall of the both sides of Lot 10 at approximately 2.4m above terrace level to the underside of the beams consisting of a steel framed structure cantilevered from the building along the East side and supported on columns off the planter walls to the centre sections of the North side with cantilevers at each end and a fully retractable waterproof membrane roof system built within the metal framing with a fixed section to the West end, together with replacement of the window to the 3rd bedroom with a sliding door being 2200mm high and 1750mm wide and together with

replacement of part of the garden bed with a paved sitting area as per attached floor plan Sk-02, in accordance with the Plans and Specifications.

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.

3.0 Authorisation and Right of Exclusive Use

3.1 Authorisation

- 3.1.1 The Owner may and has a special privilege to conduct the Works on the Common Property. If Council approval is required, the Owners Corporation must promptly sign any landowner consent to lodgement of a development application or construction certificate application for 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 the Works.

4.0 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 calendar days' notice of the commencement of the Works;
- 4.1.1.2 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.

- 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 (and in accordance with Australian Standards) 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 in accordance with the attached plans and specifications.

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 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 7.30am – 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, the Owner must:

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

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

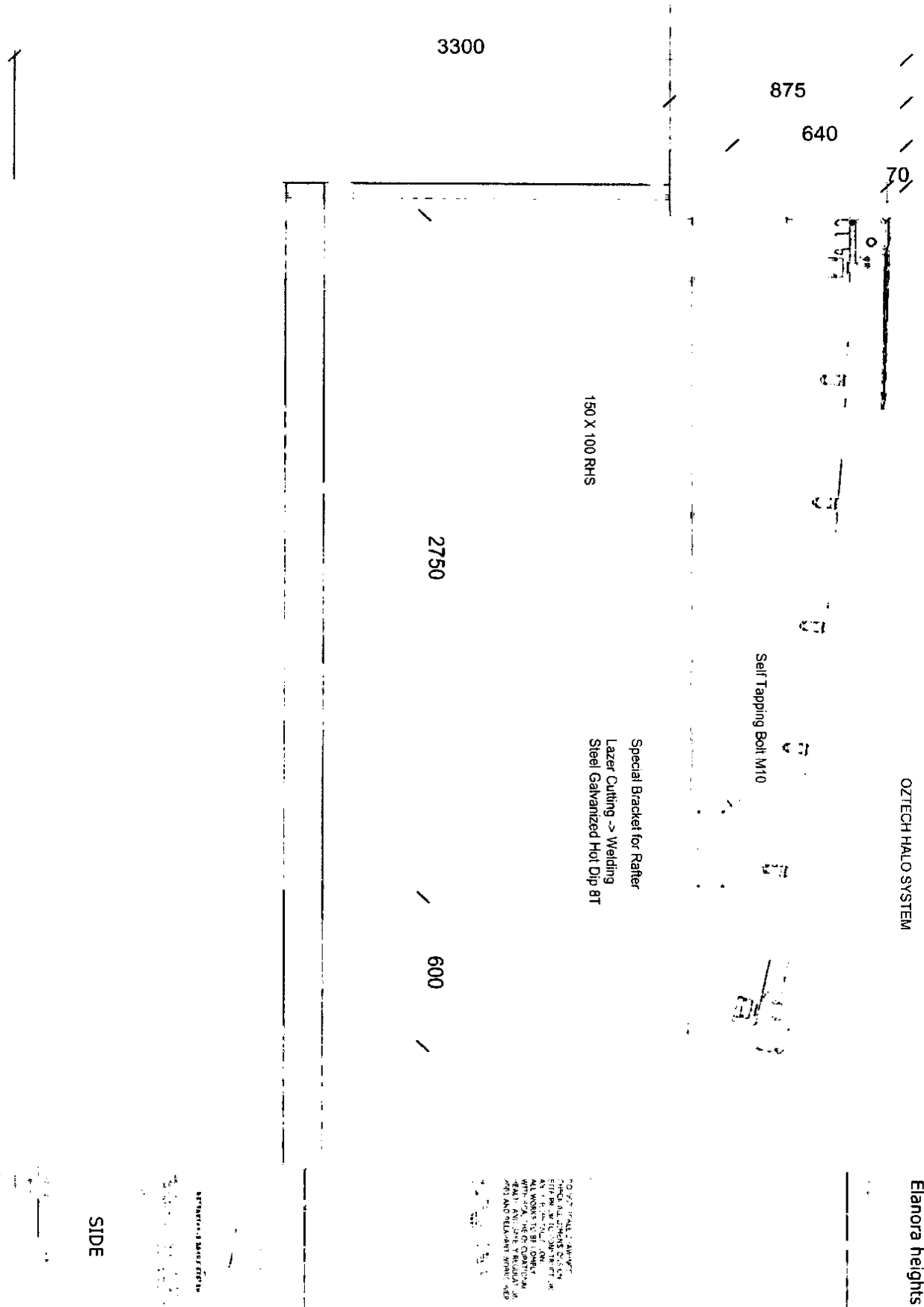
The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

5.0 Breaches

5.1 Breach of this By-Law

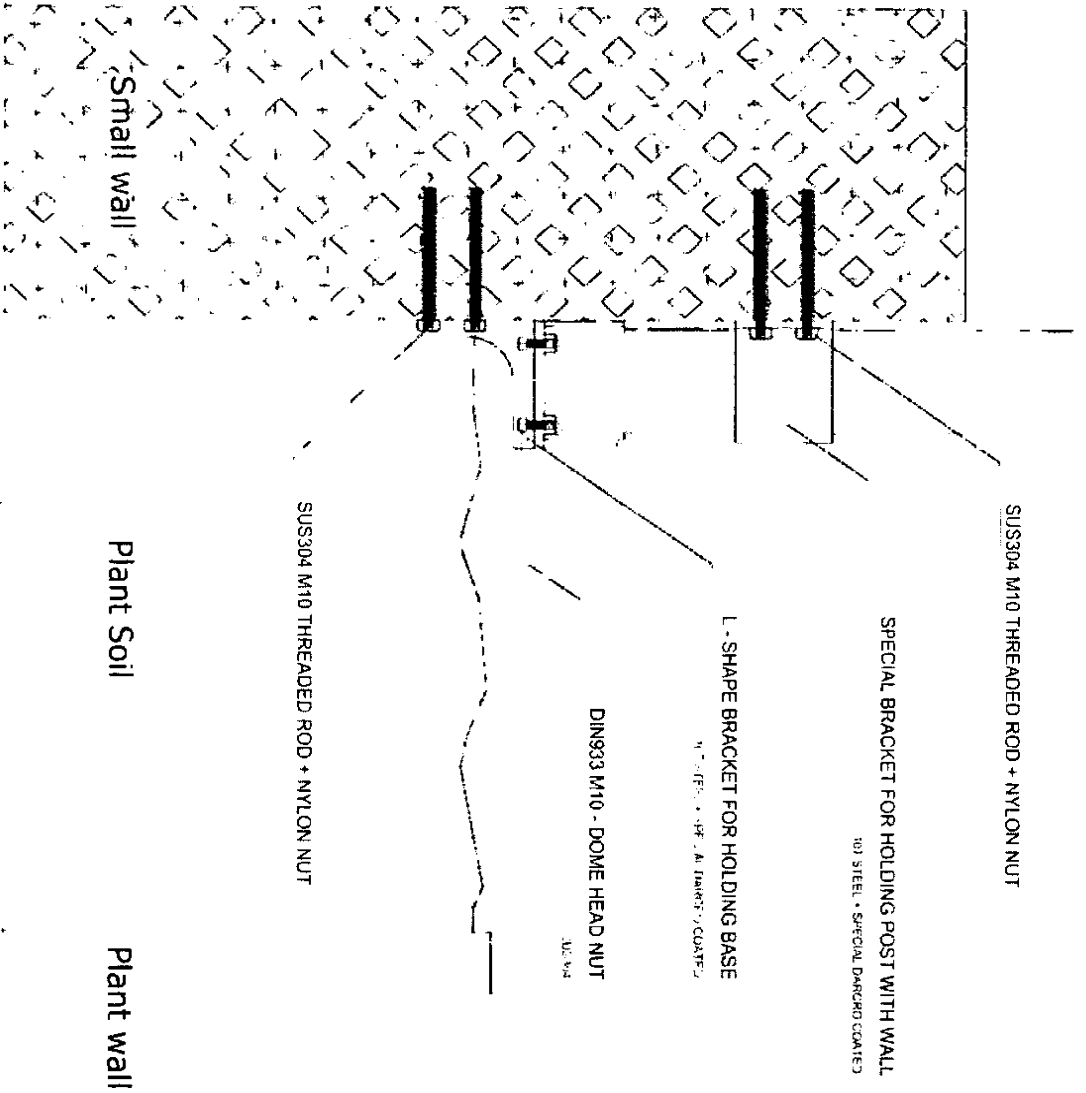
- 5.2 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:
 - 5.2.1 rectify any such breach,
 - 5.2.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
 - 5.2.3 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.
- 5.3 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.

PLANS AND SPECIFICATIONS



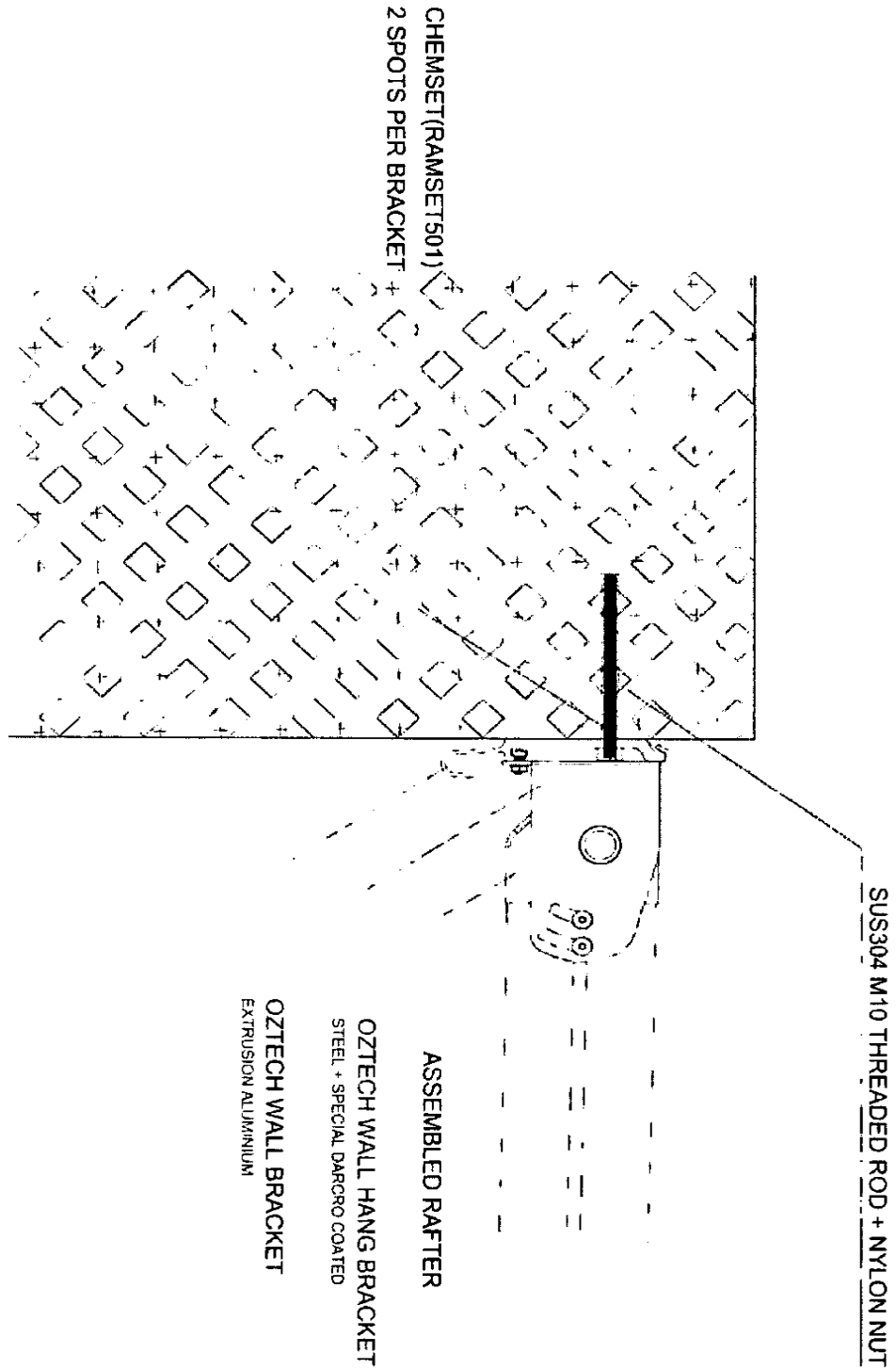
Elanora Heights

Building
Ground Line



PLAN

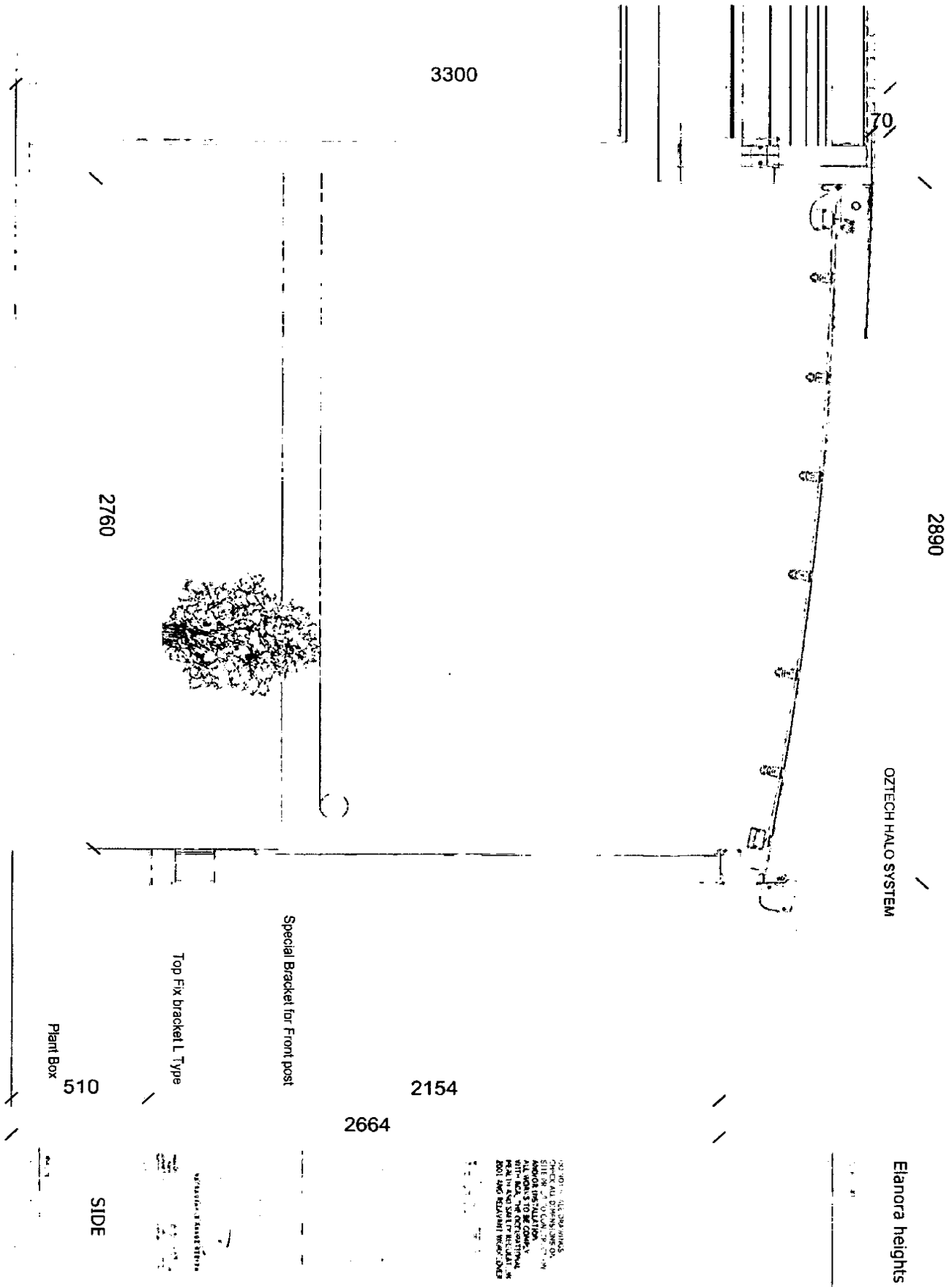


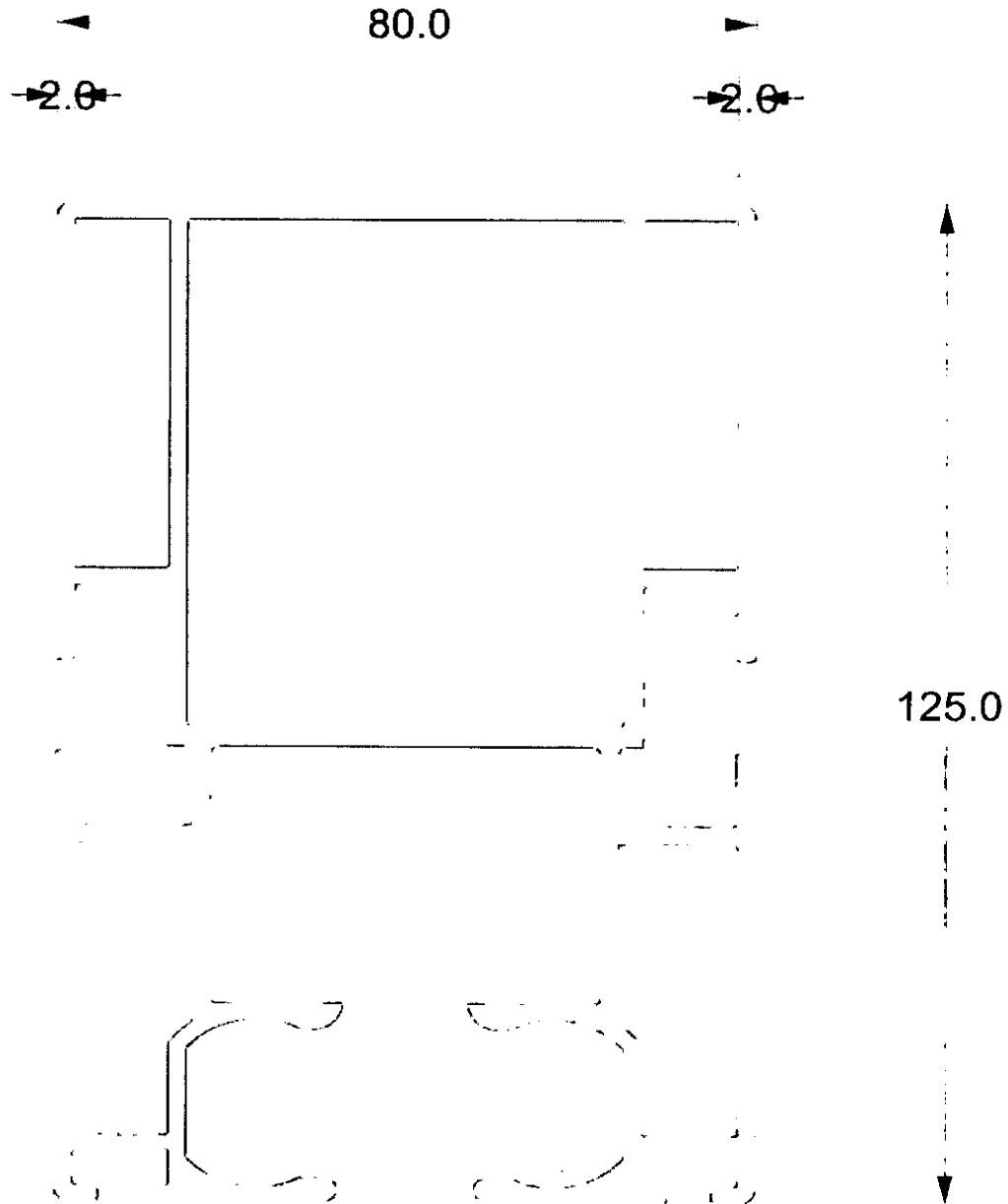


Elanora Heights

DO NOT SCALE DRAWING
 DIMENSIONS TO FACE UNLESS
 SPECIFICALLY NOTED OTHERWISE
 ALL DIMENSIONS ARE IN MILLIMETERS
 UNLESS OTHERWISE SPECIFIED
 ALL DIMENSIONS ARE TO FACE UNLESS
 SPECIFICALLY NOTED OTHERWISE
 ALL DIMENSIONS ARE IN MILLIMETERS
 UNLESS OTHERWISE SPECIFIED

WALL
 FIXING DETAIL





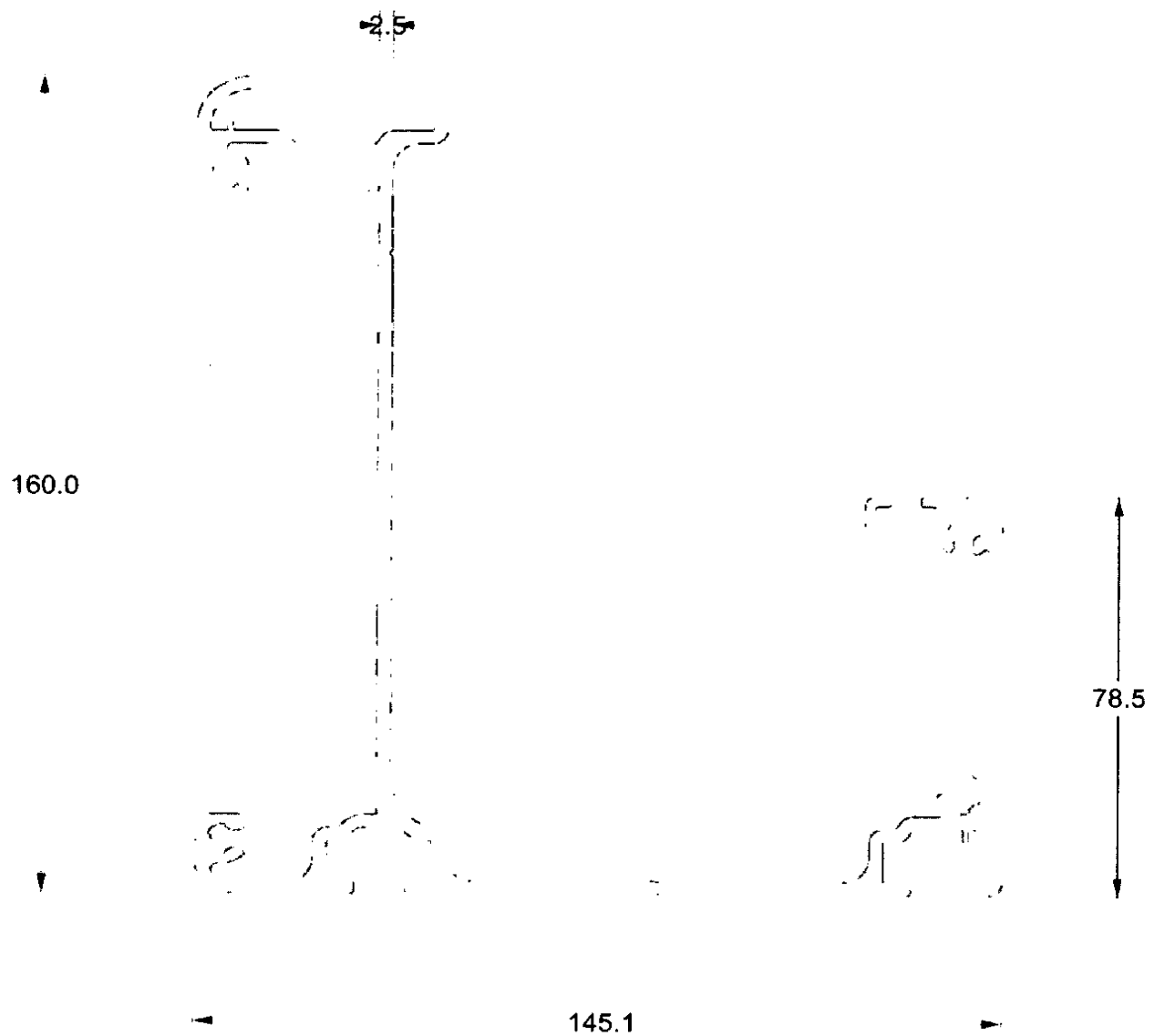
Rafter Profile

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Post Profile

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Gutter Profile

7

SOLTIS
W96



Serge Ferrari

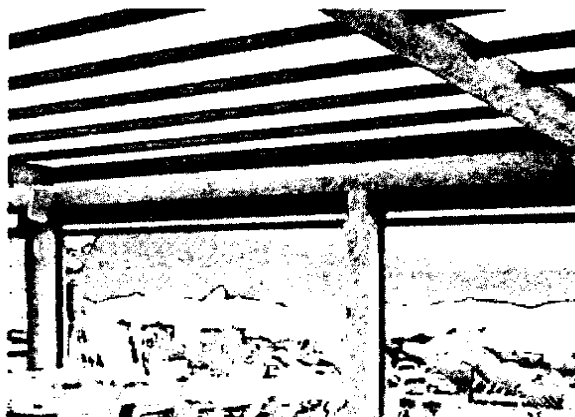
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MAIN FEATURES

- Luminosity conserved
- Weather protection
- Heat protection
- High colourfastness to UV radiation
- Easy maintenance

APPLICATIONS

- Pergolas, canopies
- Shadesails
- Small shade structures
- Dutch canopies
- Velums



Soltis W96 keeps water out of your

Impermeability and luminosity

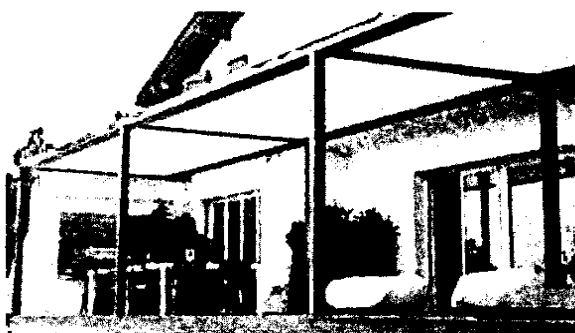
Soltis W96 impermeable screen conserves excellent luminosity, unlike conventional waterproof fabrics that often obscure light.

Soltis W96 is distinctive due to:

- its transparent textured aspect,
- its high degree of translucence, allowing natural light to pass without glare.

Its waterproof treatment ensures:

- efficient, long-term protection against bad weather,
- heat reflection to maintain a comfortable thermal environment.



It is effective year-round protection

Soltis W96 ensures absolute comfort on terraces and balconies, which thereby become usable throughout the year. This of course ensures a quicker return on an outdoor area arrangement.



Flexibility and ease of use

Aesthetics and easy upkeep

Soltis W96 integrates into projects, in which aesthetics is not an option.

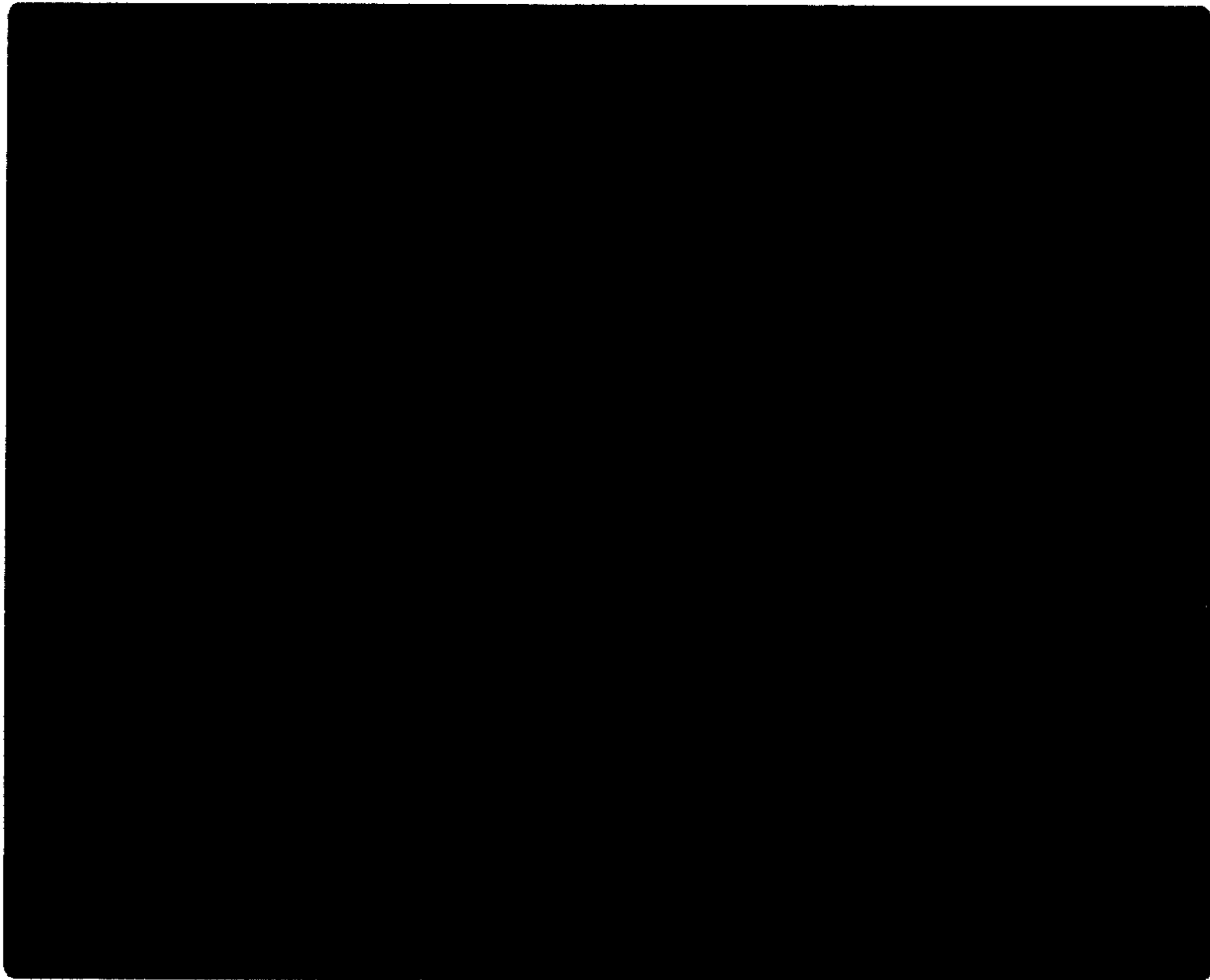
Its unique characteristics differentiate it from standard waterproof solutions:

- possible combination with the Soltis 96 micro-ventilated version, which has the same aspect in a transparent material,
- quick, easy upkeep,
- long-term colourfastness.

[Handwritten signature]

SOLTIS
W96

The colours and textures represented in this document are provided as a reference only.



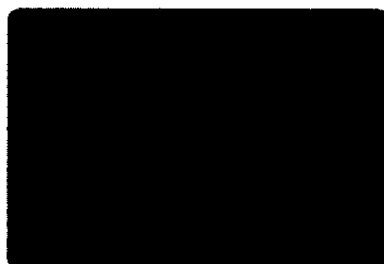
W96-2047

W96-8102



W96-2171

W96-1103



W96-2047

W96-8861

P

Solar and light properties (EN 14501)

	References	TS	RS	AS	TV n-h
	W96-1103	17	67	16	16
	W96-2047	3	11	86	3
	W96-2171	9	52	39	4
	W96-8102	17	71	12	17
	W96-8861	13	63	24	9

TS: Solar Transmission (%)

RS: Solar Reflection (%)

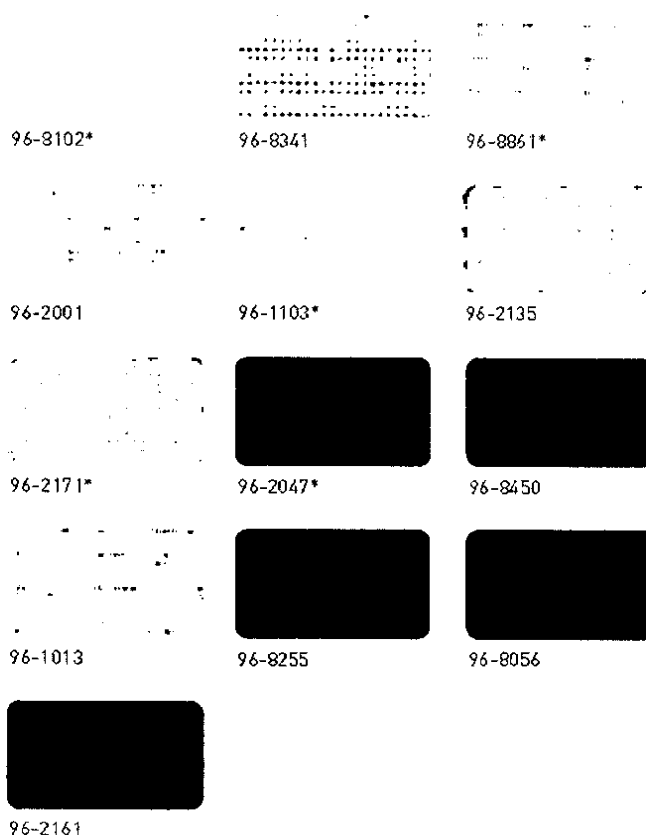
AS: Solar Absorption (%)

TS + RS + AS = 100% of incident energy

TV n-h: Normal-hemispherical visible light transmission (%)

Soltis W96 & Soltis 96: a comprehensive solution

Soltis 96 is a micro-ventilated version of Soltis W96 for projects requiring enhanced solar protection but no impermeable characteristic.



* Colours coordinated with Soltis W96 screens

P

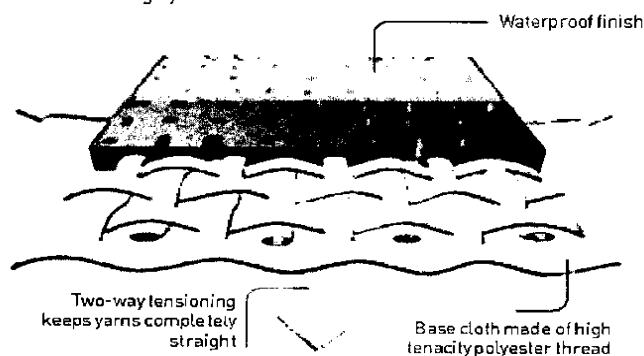
EXCLUSIVO

Précontraint

Serge Ferrari® technology



Patented worldwide, Précontraint Serge Ferrari® technology involves keeping the composite under tension throughout the manufacturing cycle.



Characteristics

Benefits*

• Exceptional dimensional stability	• No material deformation during installation or usage
• Long-term strength	• No elongation, tear resistant
• Greater coating thickness at the top of the yarns	• Long-term strength and aesthetic quality
	• Thinness, compactness, easy rolling
• Perfect flatness	• Guaranteed aesthetics
	• Smooth finish, easy maintenance

*Benefits observed for normal product usage

Serge Ferrari

P

SOLTIS W96

Technical properties	Soltis W96	Standards
Weight	620 g/m ²	EN ISO 2286-2
Thickness	0.56 mm	
Width	267 cm	
Length of rolls		
Standard format length	35 lm	
Physical properties		
Tensile strength (warp/weft)	220/220 daN/5 cm	EN ISO 1421
Tear strength (warp/weft)	25/20 daN	DIN 53.363
Flame retardancy		
Rating	M2	NFP 92-507
Management systems		
Quality		ISO 9001
Certifications, labels, guarantees, recycling		



The technical data above are average values with a +/- 5% tolerance.

The buyer of our products is fully responsible for their application or their transformation concerning any possible third party. The buyer of our products is responsible for their implementation and installation in compliance with standards, codes of practice and safety regulations in force in destination countries. For information on our contractual warranty, please refer to the relevant terms and conditions.

The values quoted above represent results of tests performed in compliance with common design practices and are provided for information only to enable customers to make the best use of our products. Our products are subject to changes prompted by technological developments. We reserve the right to modify their characteristics at any time. The buyer of our products is responsible for checking the validity of the above data.

TOOLS AND SERVICES

- Personalised service for simulating your project's thermal performance and related Soltis solar protection systems: please contact your Serge Ferrari representative
- Tool for evaluating energy savings generated by Soltis solar protection systems: www.textinergie.org
- Document and photo libraries: www.sergeferrari.com

→ Contact

- Headquarters:
+33 (0)4 74 97 41 33
- Your local representative:
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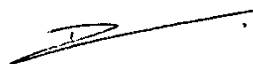
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72

The common seal of the Owners-Strata Plan No 84516 was affixed on 29/3/19 in the presence of –

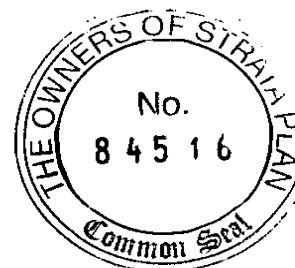
Signature(s):



Name(s)

Brad Louis

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



Northern Beaches Council Planning Certificate – Part 2

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Reference: 20210611
Date: 07/01/2022
Certificate No. ePLC2022/00032

Address of Property: 2/47-49 Elanora Road ELANORA HEIGHTS NSW 2101
Description of Property: Lot 2 SP 84516

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

1.1 The name of each environmental planning instrument that applies to the carrying out of development on the land:

1.1a) Local Environmental Plan

Pittwater Local Environmental Plan 2014

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy 19 – Bushland in Urban Areas
State Environmental Planning Policy 33 – Hazardous and Offensive Development
State Environmental Planning Policy 50 – Canal Estate Development
State Environmental Planning Policy 55 – Remediation of Land
State Environmental Planning Policy 64 – Advertising and Signage
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy (Primary Production and Rural Development) 2019
State Environmental Planning Policy (Koala Habitat Protection) 2019
State Environmental Planning Policy (Housing) 2021
Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)

1.2 Draft Environmental Planning Instruments

The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

1.2 a) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)
Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019
Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)
Draft Design and Place State Environmental Planning Policy (DP SEPP) 2021

1.2 b) Draft Local Environmental Plans

1.3 Development Control Plans

The name of each development control plan that applies to the carrying out of development on the land:

Pittwater 21 Development Control Plan

2. Zoning and land use under relevant Local Environmental Plans

For each environmental planning instrument or proposed instrument referred to in Clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2.1 Zoning and land use under relevant Local Environmental Plans

2.1 (a), (b), (c) & (d)

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

Zone B1 Neighbourhood Centre

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

Boarding houses; Business premises; Centre-based child care facilities; Community facilities; Environmental protection works; Health consulting rooms; Home-based child care; Home industries; Information and education facilities; Jetties; Kiosks; Markets; Medical centres; Neighbourhood shops; Neighbourhood supermarkets; Recreation areas; Recreation facilities (indoor); Respite day care centres; Restaurants and cafes; Roads; Shop top housing; Shops; Signage; Takeaway food and drink premises; Veterinary hospitals

4 Prohibited

Pond-based aquaculture; Any other development not specified in item 2 or 3

Additional permitted uses

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

Nil

(e) Minimum land dimensions

The *Pittwater Local Environmental Plan 2014* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

For any proposed changes to zoning and land use, see Part 1.2 b)
Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* does not apply to the land.

3. Complying Development

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

a) Housing Code

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

Note: Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

3.1 Land to which code applies

This code applies to development that is specified in clauses 3.2-3.5 on any lot in Zone R1, R2, R3, R4 or RU5 that:

- (a) has an area of at least 200m², and
- (b) has a width, measured at the building line fronting a primary road, of at least 6m.

b) Rural Housing Code

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

Note: Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

3A.1 Land to which code applies

This code applies to development that is specified in clauses 3A.2-3A.5 on lots in Zone RU1, RU2, RU3, RU4, RU6 and R5.

c) Low Rise Housing Diversity Code

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

d) Greenfield Housing Code

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

e) Housing Alterations Code

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

f) General Development Code

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

g) Commercial and Industrial Alterations Code

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

h) Commercial and Industrial (New Buildings and Additions) Code

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on all of the land.

Note: Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

5A.1 Land to which code applies

This code applies to development that is specified in clause 5A.2 on any lot in Zone B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3.

i) Container Recycling Facilities Code

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

Note: Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

5B.2 Development to which code applies

This code applies to development that is specified in clause 5B.3 on any lot in Zone B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3.

j) Subdivisions Code

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

k) Demolition Code

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

l) Fire Safety Code

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

m) Inland Code

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

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

4, 4A (Repealed)

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

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

5. Mine Subsidence

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

6. Road widening and road realignment

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

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

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

- (a) Council has adopted a number of policies with regard to various hazards or risks which may restrict development on this land. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below (other than flooding – see 7A):

Nil

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

Nil

7A. Flood related development control Information

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

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

8. Land reserved for acquisition

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

9. Contribution plans

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2019

9A. Biodiversity certified land

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

10. Biodiversity Stewardship Sites

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

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

There is not a direction by the Minister in force under section 75P(2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

15. Site compatibility certificates and conditions for seniors housing

- (a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.
- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

There is not a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

17. Site compatibility certificate and conditions for affordable rental housing

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.
- (b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificates

There is no current site verification certificate, of which council is aware, in respect of the land according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

20. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

- 1) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- 2) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- 3) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this clause:

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

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

Additional matters under the Contaminated Land Management Act 1997

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

- (a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act
- (b) the land to which the certificate relates is not subject to a management order within the meaning of that Act
- (c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act
- (d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act
- (e) the land to which the certificate relates is not the subject of a site audit statement

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

A handwritten signature in black ink, appearing to read 'Ray Brownlee', with a long horizontal stroke extending to the right.

Ray Brownlee PSM
Chief Executive Officer

07/01/2022

7 January 2022

Infotrack Pty Limited

Reference number: 8001347982

Property address: U 2/47-49 Elanora Rd Elanora Heights NSW 2101

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

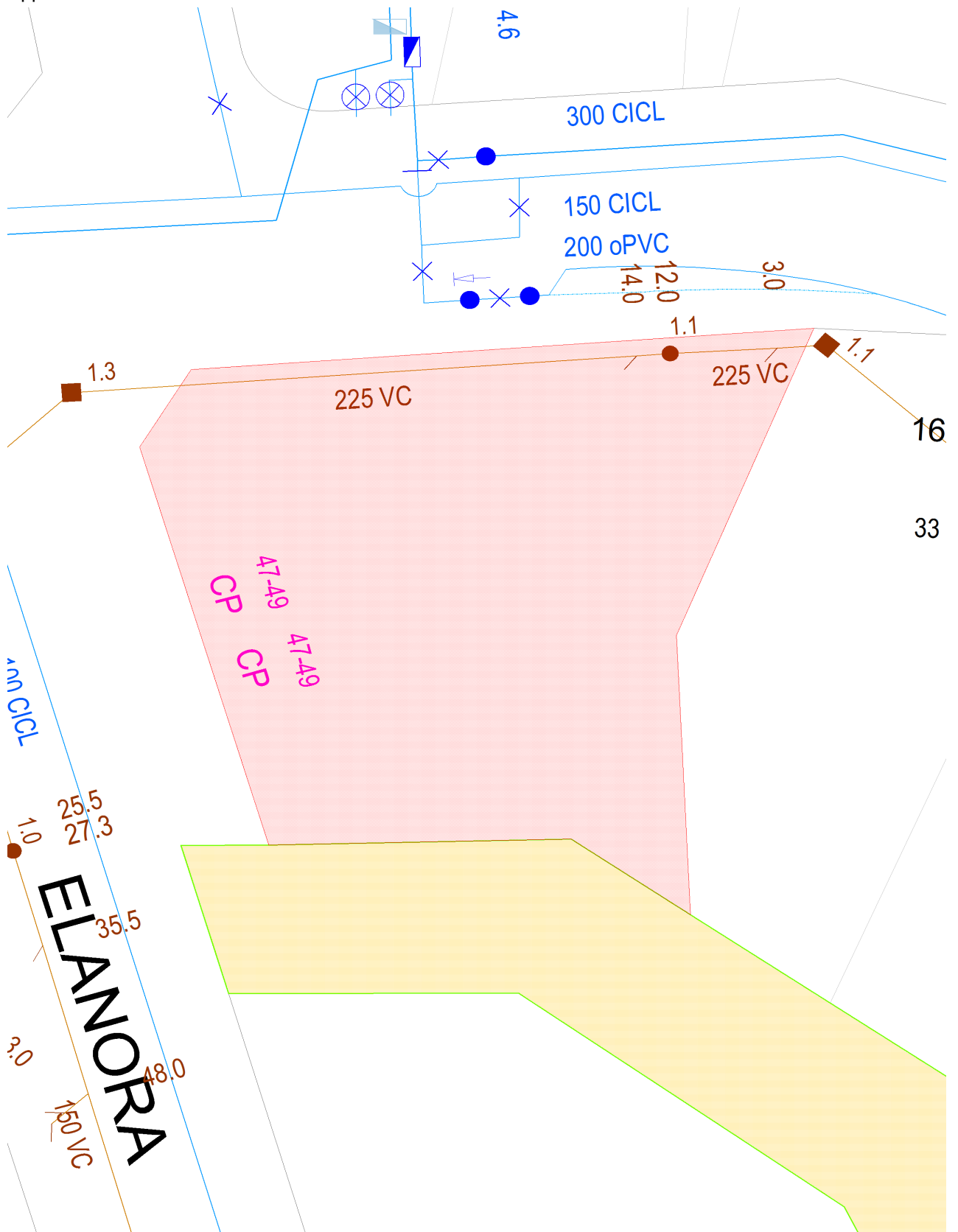
Yours sincerely



Greg Staveley
Manager Business Customers

Service Location Print

Application Number: 8001347969



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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

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

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Pipe Types

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

Further Information

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

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

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

Disclaimer

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