

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>David Gilmour Real Estate</b> <b>Suite 15, Level 1 888 Pittwater Road, Dee Why, NSW 2099</b>	<b>Phone: 02 99719000</b> <b>Email: jeff.j@upstate.com.au</b>
co-agent		
vendor	<b>WEICHUN ZHOU</b> <b>A7/24 Sturdee Parada Dee Why Dee Why, New South Wales 2099</b>	
vendor's solicitor	<b>LegalLink &amp; Co</b> <b>Suite 7, 1-3 Trelawney Street, Eastwood NSW 2122</b>	<b>Phone: 02 9858 1798</b> <b>Email: helencheng@legalinkco.com.au</b> <b>Fax: 02 98583089</b> <b>Ref: PC:200626PCSP</b>
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>A7/24 Sturdee Parada Dee Why Dee Why, New South Wales 2099</b> <b>Registered Plan: Lot 7 Plan 69847</b> <b>Folio Identifier 7/SP69847</b>	
improvements	<input 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 checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
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 type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

**GST AMOUNT (optional)**  
 The price includes  
 GST of: \$

witness

purchaser

☐ JOINT TENANTS    ☐ tenants in common    ☐ in unequal shares

witness

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input 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 type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input 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 checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
<b>Home Building Act 1989</b>	<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
<b>Swimming Pools Act 1992</b>	<b>Other</b>
<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**

Lamb & Walters Strata Manly  
53 Sydney Rd, Manly, NSW 2095

Phone: (02) 8935 8533

**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:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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



## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

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

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

## 13 Goods and services tax (GST)

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

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

**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

**24 Tenancies**

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

**25 Qualified title, limited title and old system title**

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

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

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

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

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

## **26 Crown purchase money**

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

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

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

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

## **27 Consent to transfer**

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

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

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

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

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

27.6 If consent is not given or refused –

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

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

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

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

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

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

## **28 Unregistered plan**

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

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

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

28.3.1 the purchaser can *rescind*; and

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

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

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

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

## **29 Conditional contract**

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

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

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

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

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

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

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

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

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



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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

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## SECTION 66W CERTIFICATE

I, \_\_\_\_\_ of \_\_\_\_\_,  
, certify as follows:

1. I am a \_\_\_\_\_ solicitor/licensed conveyancer currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **A7/24 Sturdee Parada Dee Why Dee Why**, from **WEICHUN ZHOU** to \_\_\_\_\_ in order that there is no cooling off period in relation to that contract;
3. I do not act for **WEICHUN ZHOU** and am not employed in the legal practice of a solicitor acting for **WEICHUN ZHOU** nor am I a member or employee of a firm of which a solicitor acting for **WEICHUN ZHOU** is a member or employee; and
4. I have explained to :
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: \_\_\_\_\_

\_\_\_\_\_

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## **SALE BY AUCTION**

1. 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:

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) The event of a disputed bid, the auctioneer is the sole arbitrator and 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 interest 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.

**SPECIAL CONDITIONS**  
THESE ARE THE SPECIAL CONDITIONS  
TO THE CONTRACT FOR THE SALE OF LAND

**32. AMENDMENTS TO STANDARD PRINTED CLAUSES**

The standard clauses of the contract are amended as follows:

- 32.1.** Deletion of the word 'normally' in Clause 2.2;
- 32.2.** Replacement of "5%" by "1%" in Clause 7.1.1;
- 32.3.** Deletion of Clause 8.2.2;
- 32.4.** Deletion of the words '(to a maximum of 10% of the price)' in Clause 9.1;
- 32.5.** Insert the words 'or delay settlement' after the word 'terminate' in Clause 10.1, 10.2 and 10.3;
- 32.6.** Deletion of Clause 14.3 entirely;
- 32.7.** Deletion of the words "plus another 20% of that fee" in Clause 16.5;
- 32.8.** Deletion of Clause 16.8 entirely;
- 32.9.** Deletion of the words from 'if it is in NSW, but..... mortgagee fee' in Clause 16.12;
- 32.10.** Deletion of the words 'even if it is payable by instalments' in Clause 23.6.1;
- 32.11.** Insert the words 'or delay settlement' after the word 'terminate' in Clause 23.8;
- 32.12.** Deletion of Clause 23.9 entirely;
- 32.13.** Standard Condition 23.13 is deleted and replaced with "The vendor hereby authorise the purchaser to apply for the certificate under section 184 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme. The purchaser shall forward to the vendor a copy of the relevant certificate 7 days before the completion date."
- 32.14.** Deletion of Clause 31.4 entirely;

**33. CONDITION AND STATE OF REPAIR**

The purchaser acknowledges that he is purchasing the property in its present condition and state of repair and with any defects as regards to its construction and subject to any information, contamination and dilapidation as at the date of this contract and as a result of his own inspection, knowledge and enquiries. The vendor has not nor has anyone on his behalf made any representation or warranty in respect of the property whether as to its fitness for any particular purpose or otherwise and the purchaser acknowledges that he shall not be entitled to call upon the vendor to effect any repairs, cleaning or remediation whatsoever, whether of a structural nature or otherwise, to the property or the improvements erected upon the property nor make any objection, requisition or claim for compensation in respect of any such matter as is referred to herein.

**34. NON-MERGER**

Provisions of this contract having application after completion continue to apply despite completion.

**35. PAYMENT OF DEPOSIT**

- 35.1.** In the event that the purchaser pays and the vendor accepts on exchange a sum of less than ten percent (10%) of the purchase price as an instalment of the deposit the purchaser must pay the balance of the deposit on completion or on demand from the vendor, whichever first occurs and which demand shall not prejudice nor be a waiver of any other rights which the vendor has in relation to this contract. This clause shall not merge on completion.
- 35.2.** Notwithstanding special condition 33.1, demand for the balance of the deposit shall not be made before completion unless the purchaser is in default under this contract in an essential respect.
- 35.3.** Notwithstanding that the front page of this contract may state that the deposit is an amount and/or percentage which is less than 10% of the purchase price, for all purposes of this contract the deposit shall be a sum equal to 10% of the purchase price.
- 35.4.** The vendor may recover any part of the deposit which remains unpaid after demand for payment in an action for debt together with interest at the highest rate chargeable pursuant to the *Civil Procedure Act 2005 (NSW)* as set out in Schedule 5 of the *Civil Procedure Rules 2005 (NSW)* from the date of the demand to the date of payment.

**36. NOTICE TO COMPLETE**

Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete given by the vendor to the purchaser under this contract shall be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion. In the event the vendor issues a Notice to Complete pursuant to this clause, the purchaser must pay to the vendor the sum of three hundred and thirty dollars (\$330.00) inclusive of GST per notice to cover legal costs incurred as a consequence of the issuing and serving of such notice. The parties agree this is a reasonable figure of the additional costs incurred by the vendor as a consequence of the issuing and serving of such notice. It is agreed that this sum is in addition to any interest the vendor may claim under this contract for late completion by the purchaser. The vendor's rights under this clause continue after completion or termination.

### 37. INTEREST ON LATE COMPLETION

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) by the later of the Completion date and the date the vendor is ready, willing and able to complete (the "effective date") then in addition to any other rights which the vendor may have under this contract or otherwise:

**37.1.** The purchaser will on completion (which will in the Clause include rescission or termination) of this contract pay to the vendor interest on the balance of the purchase price at the rate of twelve percent (12%) per annum calculated on a daily basis, commencing on the Completion date (or the effective date) and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion;

### 38. LAND TAX

Clause 14.4 of the standard printed conditions in this contract is deleted in its entirety and replaced with the following:

*14.4.1 The vendor requires a land tax adjustment for the year current at the adjustment date if the vendor or predecessor in title has paid or is liable to pay land tax for that year, whether or not this contract indicates that a land tax adjustment is required.*

*14.4.2 By adjusting the amount that would be payable on the value of the land (including any premium land tax marginal rate) without the benefit of the land tax threshold.*

*14.4.3 If the land comprises part only of the taxable land owned by the vendor then the amount to be adjusted shall be the amount which bears the same proportion of the total land tax paid/payable by the vendor as the value of the land bears to the total value of the taxable land owned by the vendor."*

### 39. GOODS AND SERVICES TAX

#### 39.1. Interpretation

In this clause:

- (a) Unless expressly stated otherwise, words or expressions which are not defined, but which have a defined meaning in GST Law, have the same meanings in the GST Law.
- (b) **GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999*.
- (c) **TA Act** means the *Taxation Administration Act 1953(Cth)*.
- (d) **GST Withholding Amount** means the amount that the purchaser is required to withhold on account of GST from the price and pay to the Commissioner as notified by the vendor in the vendor's GST



Withholding Notice.

- (e) **Purchaser's ATO Withholding Notice** means the notification to be given by the Purchaser to the Commissioner in the approved form of the GST Withholding Amount.
- (f) **Purchaser's ATO Settlement Confirmation** means the confirmation to be given by the purchaser to the Commissioner in the approved form of the actual completion date.
- (g) **Vendor's GST Withholding Notice** means the notification to be made by the Vendor under section 14-255 of Schedule 1 of the TA Act which states whether or not the purchaser is required to make a payment of a GST Withholding Amount.

**39.2. Amounts for payment expressed inclusive of GST**

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this contract are inclusive of GST.

**39.3. Margin scheme**

The parties agree that the margin scheme is to apply in working out the amount of GST on the supply of the real property under this contract.

**39.4. GST Withholding**

- i) If a GST Withholding Amount is required to be paid in respect of the supply of the property under this contract: The vendor must serve a Vendor's GST Withholding Notice, as may be amended or updated from time to time, not later than 10 business days prior to the date for completion;
  - ii) The purchaser or the purchaser's agent (or, if a direction under clause 4.3 has been served, the transferee named in the transfer served with that direction) must as an essential provision complete and lodge the Purchaser's ATO Withholding Notice and serve evidence of having done so to the vendor and to the vendor's solicitor by no later than 5 business days prior to the date for completion;
  - iii) The purchaser or the purchaser's agent must as an essential provision serve the purchaser's lodgement reference number and purchaser reference number (or other relevant identification number) issued by the Commissioner upon lodgement of the Purchaser's ATO Withholding Notice or other relevant form or notification on and as a condition of completion; and
  - iv) The vendor, for the purposes of clause 16, directs the purchaser to pay to the vendor on completion a settlement cheque in favour of the Commissioner for the GST Withholding Amount.
- (b) The parties must co-operate with each other and take all reasonable

steps to comply with their respective obligations under Subdivision 14-E of Schedule 1 to the TA Act including:

- i) provision of any information reasonably requested by the other party for the purposes of determining whether a GST Withholding Amount will be payable or for completing any form or making any notification to the Commissioner; and
- ii) making any necessary additions or amendments to this contract to address any requirement under the GST law or TAA Act.

**39.5. Purchaser's ATO Settlement Confirmation**

The purchaser authorises the vendor's solicitor to act as the purchaser's agent (and in doing so the vendor's solicitor is not the agent of the vendor) to give the Purchaser's ATO Settlement Confirmation to the Commissioners or registrar;

**39.6. Change of Transferee**

If:

- (a) A direction under clause 4.2 has been served; or
- (b) The transfer is otherwise not made in conformity with this contract,

The purchaser must, on and as a condition or completion, serve an irrevocable authority signed by the transferee on terms required by the vendor's solicitor to give effect to clause **39.5**.

**40. STRATA LEVIES**

**40.1.** The parties agree that:

- ii) Where any special or extraordinary levy was struck prior to the date of this contract and was struck for the purpose of repayment of expenditure incurred prior to this contract, the payment of such levy is the sole responsibility of the vendor;
- iii) Where any special or extraordinary levy was struck prior to the date of this contract and was struck for the purpose of future expenditure and payable in part or full after the date of this contract, then it is the sole responsibility of:
  - a. The vendor to pay that portion of the levy incurred prior to the date of this contract; and
  - b. The purchaser to pay that portion of the levy that will be incurred after the date of this contract.

**41. SETTLEMENT DATE BLOCK OUT PERIOD**

In the event that settlement date falls between 22 December 2020 and 11 January 2021, settlement will take place from 12 January 2021 due to office closures. The purchaser cannot make any claims and or demands for compensation for delayed settlement resulting from this clause.

**42. DEATH AND MENTAL ILLNESS**

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this Clause not been included, if either party (and if more than one person comprises that first party then anyone of them) prior to completion:

**42.1.** Dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of Clause 19 apply; or

**42.2.** Being a company has a petition for its winding up presented or enters into any scheme of arrangement with its creditors or has a liquidator receiver or official manager of it appointed, then the first party will be in default under this contract.

**43. STAMP DUTIES**

The purchaser must pay all stamp duties (including penalties and fines) which are payable in connection with this contract and indemnifies the vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Office of State Revenue in relation to those duties. This right continues after completion.

**44. REAL ESTATE AGENT**

The purchaser was not introduced to the property by any real estate agent or other person entitled to claim commission as a result of this sale other than the vendor's agent stated on this contract. The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.

**45. DOCUMENTS AT COMPLETION**

The purchaser acknowledges and agrees that any encumbrance, mortgage or caveat appearing on the register, the purchaser shall not be entitled to have a discharge or withdrawal thereof registered prior to completion but the vendor shall on completion hand over to the purchaser a proper discharge of any such encumbrance or mortgage or withdrawal of caveat in a registrable form and shall allow on completion such a registration fee in respect thereof as the Land Titles Office may prescribe from time to time.

**46. CONFLICT OF CONDITIONS**

Should there be any discrepancies or conflict between these special conditions and the printed conditions, then these special conditions shall prevail.

**47. ADJUSTMENT ERRORS**

The parties agree to adjust the usual outgoings and all amounts under the Contract on settlement but if any amount is incorrectly adjusted or an error is made in such calculation at settlement the parties agree to rectify the error within seven (7) days of receipt of evidence of

the error and a request for readjustment.

**48. SERVICE OF DOCUMENT**

A notice of document shall be sufficiently served for the purpose of this contract if the notice of document is sent by post, facsimile, telephone or email and in any such case shall be deemed to be duly given or made when:

- a) in the case of post, the notice or document was posted to the address provided by the intended receiver;
- b) in the case of telephone, the sender has received the answer back code of the recipient at the end of the transmission;
- c) in the case of facsimile, the transmission has been completed, except where:
  - i) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the telex or facsimile transmission shall be deemed not to have been given or made;
  - ii) the time of dispatch is not before 17:00 (local time) on a day on which business is generally carried on in the place to which such notice is received, the notice shall be deemed to have been received at the commencement of business on the next such day in that place.
- d) in the case of email, any notice or communication under this contract may be validly served if it is sent by email to:
  - i) the email address as notified following the contract date or the email address that has been used in email communications with the vendor's solicitor;
  - ii) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email; the time the email is first opened or read by the intended recipient, or an employee or officer of the intended recipient; and
  - iii) after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender received an automated message that the email has not been delivered (other than where the automated message is an 'out of office' reply or similar).

**49. RELEASE OF DEPOSIT MONIES**

Upon exchange, the Purchaser shall permit the release of the whole or part of deposit monies paid herein to the vendor, such money is to be applied by the Vendors to assist with any subsequent purchase of real property and the payment of stamp duty and disbursements associated with such purchase.

**50. FOREIGN PURCHASER**

**50.1. The Purchaser warrants**

- i) That the Purchaser is not a foreign person within the meaning of the

*Foreign Acquisition and Takeovers Act 1975; or*

- ii) That the Purchaser is a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act 1975* and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

## **51. GUARANTEE**

**51.1.** In consideration of the vendor entering into this contract at the request of the guarantor, the guarantor:

- i) Guarantees to the Vendor payment of all monies payable by the purchaser and the performance by the purchaser of all other obligations under this contract; and
- ii) Indemnifies the Vendor against any liability, loss, damage, expense or claim incurred by the Vendor arising directly or indirectly from any breach of this contract by the Purchaser.

**51.2.** This Guarantee and Indemnity is a principal obligation of the guarantor and is not collateral to any other obligation.

**51.3.** The liabilities of a guarantor are not affected by:

- i) The granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser; or
- ii) The death bankruptcy or liquidation of the purchaser, the guarantor or *any* one of them; or
- iii) Reason of the vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, the guarantor or any other person; or
- iv) The Vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the Vendor by law or by any contract or arrangement with the purchaser, the guarantor or *any* other person or any guarantee, bond, covenant, mortgage or other security; or
- v) The Vendor obtaining a judgment against the purchaser, the guarantor or any other person for the payment of the monies payable under this contract.

**51.4.** This guarantee and indemnity will continue notwithstanding:

- i) The vendor has exercised any of the Vendor's rights under this contract including any right of termination; or
- ii) The purchaser is wound up; or
- iii) This guarantee and indemnity is for any reason unenforceable either in whole or in part.
- i) This guarantee and indemnity: Is of a continuing nature and will remain

- ii) May not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the Vendor;and
- iii) Extends to the entire amount that is now owed or that may become owing at any time in the future to the Vendor by the Purchaser pursuant to or contemplated by this contract including any interest, costs or charges payable to the Vendor under this contract.

- i) That payment is to be treated as not discharging the guarantor's liability for the amount of that payment; and
- ii) The Vendor and the guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.

**51.7.** It is an essential term of this contract that the guarantor signs this contract.

SIGNED, SEALED and DELIVERED )  
by \_\_\_\_\_ and \_\_\_\_\_ )  
\_\_\_\_\_) Signature of  
Guarantor(s) as Guarantor(s) in the presence of: \_\_\_\_\_ )  
\_\_\_\_\_) Signature of Guarantor(s)  
as Guarantor(s) in the presence of: \_\_\_\_\_ )

Address of Witness



FOLIO: 7/SP69847

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/8/2020	6:36 AM	6	9/9/2018

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

LAND

----

LOT 7 IN STRATA PLAN 69847  
AT DEE WHY  
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

-----

WEICHUN ZHOU (T AM588923)

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP69847  
2 SP69847 POSITIVE COVENANT  
3 AM588924 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



FOLIO: CP/SP69847

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/8/2020	6:39 AM	16	20/6/2020

LAND

-----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 69847  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DEE WHY  
LOCAL GOVERNMENT AREA NORTHERN BEACHES  
PARISH OF MANLY COVE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP69847

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 69847  
ADDRESS FOR SERVICE OF DOCUMENTS:  
31- 37 PACIFIC PARADE  
DEE WHY 2099

SECOND SCHEDULE (8 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION  
8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973  
INCORPORATES DEVELOPMENT LOTS 10 & 11  
SP70474 THE DEVELOPMENT LOT(S) NOW CONCLUDED
- 3 A971925 EASEMENT FOR DRAINAGE AFFECTING THE PART OF THE  
LAND ABOVE DESCRIBED SHOWN AS DRAINAGE EASEMENT 3.05  
WIDE SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 A856318 EASEMENT FOR DRAINAGE AFFECTING THE PART OF THE  
LAND ABOVE DESCRIBED SHOWN AS DRAINAGE EASEMENT 3.05  
WIDE SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 J810978 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN  
THE TITLE DIAGRAM
- 6 DP1049437 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 AN150140 INITIAL PERIOD EXPIRED
- 8 AQ182476 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

-----

STRATA PLAN 69847

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 140	2	- 140	3	- 112	4	- 135
5	- 137	6	- 107	7	- 175	8	- 187

END OF PAGE 1 - CONTINUED OVER



FOLIO: CP/SP69847

PAGE 2

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

## STRATA PLAN 69847

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
9	- 143	10	- SP70474	11	- SP70474		

## STRATA PLAN 70474

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
12	- 94	13	- 139	14	- 134	15	- 105
16	- 106	17	- 113	18	- 104	19	- 142
20	- 107	21	- 134	22	- 132	23	- 104
24	- 105	25	- 110	26	- 105	27	- 142
28	- 109	29	- 135	30	- 135	31	- 105
32	- 106	33	- 113	34	- 109	35	- 146
36	- 110	37	- 140	38	- 139	39	- 107
40	- 108	41	- 114	42	- 110	43	- 151
44	- 112	45	- 143	46	- 142	47	- 109
48	- 110	49	- 122	50	- 113	51	- 156
52	- 168	53	- 178	54	- 173	55	- 165
56	- 165	57	- 184	58	- 248	59	- 140
60	- 124	61	- 124	62	- 143	63	- 145
64	- 127	65	- 138	66	- 123	67	- 123
68	- 140	69	- 142	70	- 124	71	- 181
72	- 164	73	- 164	74	- 183	75	- 184
76	- 154						

## NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

200626

PRINTED ON 20/8/2020

\* 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. triSearch 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.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

## OFFICE USE ONLY

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~~Authorised Person/General Manager/Accredited Certifier~~

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 10 Sheets

NOTE: LOTS 10 & 11 ARE DEVELOPMENT LOTS

SP69847

Q - DENOTES CENTRE OF THE FACE OF COLUMN  
S - DENOTES STORAGE  
V - DENOTES VISITOR CARSPACE

**BASEMENT  
(CARPARK)**

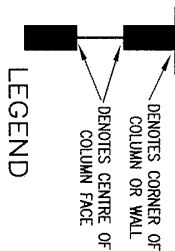
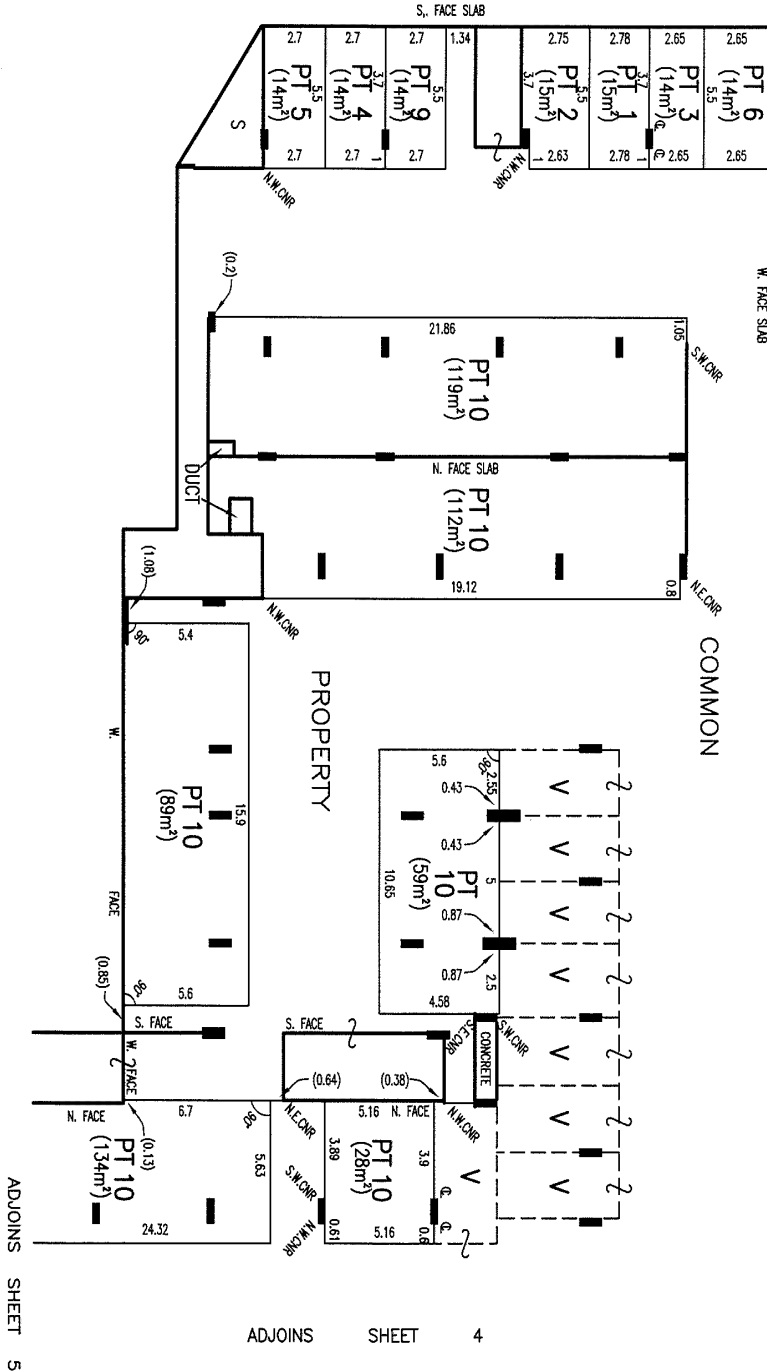
Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Executive Officer

SURVEYOR'S REFERENCE : 010918 DSP STG-1



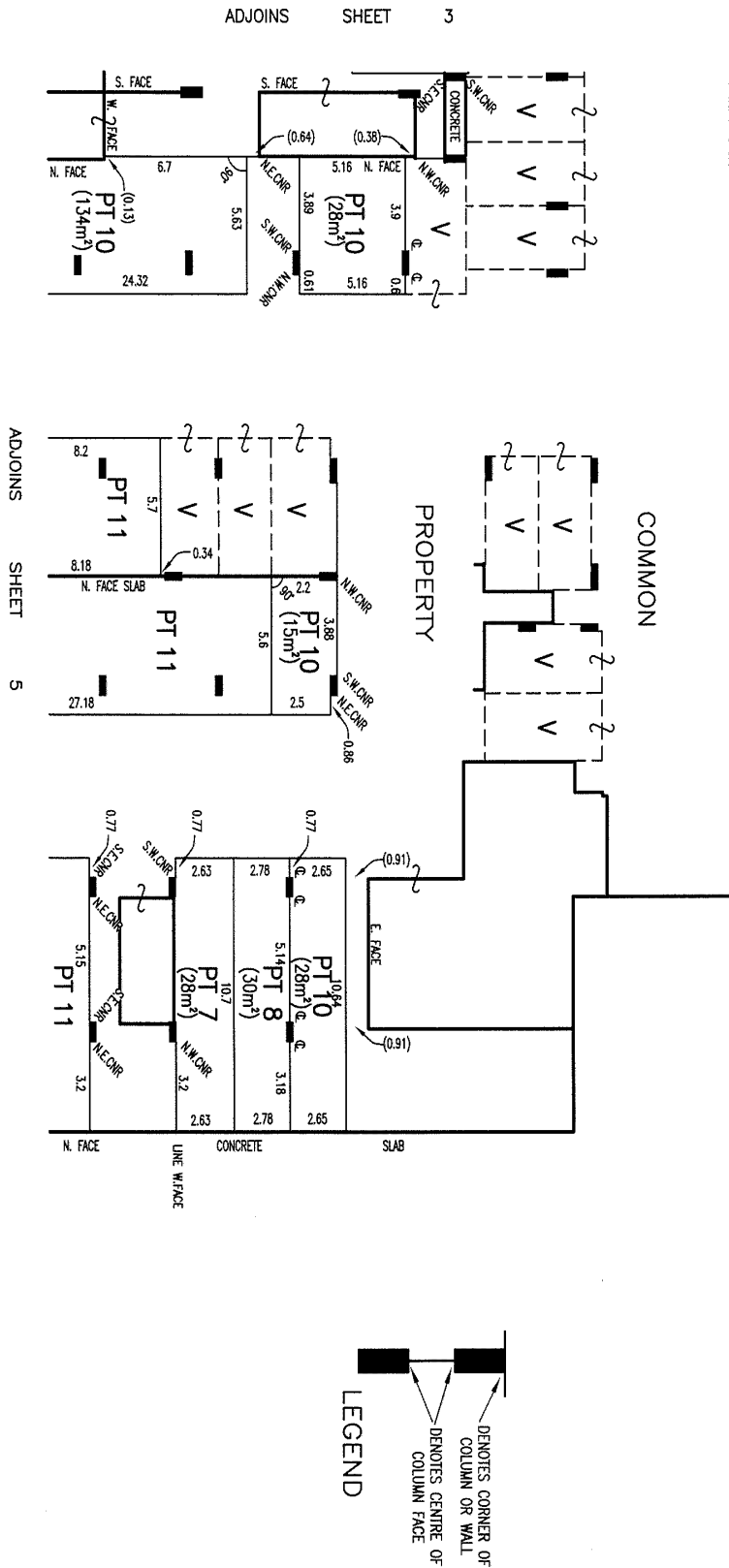
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 10 Sheets

NOTE: LOTS 10 & 11 ARE DEVELOPMENT LOTS

SP69847



Q - DENOTES CENTRE OF THE FACE OF COLUMN  
V - DENOTES VISITOR CARSPACE

BASEMENT  
(CARPARK)

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

*M. S. Huan*

Authorised Person/General Manager/Accountant/Clerk

*A. Cohen*

SURVEYOR'S REFERENCE : 010918 DSP STG-1

X:\010918\010918\_DEF-WHY\BASEMENT-STG-1.DWG

SURVEYOR'S REFERENCE : 010918 DSP STG-1

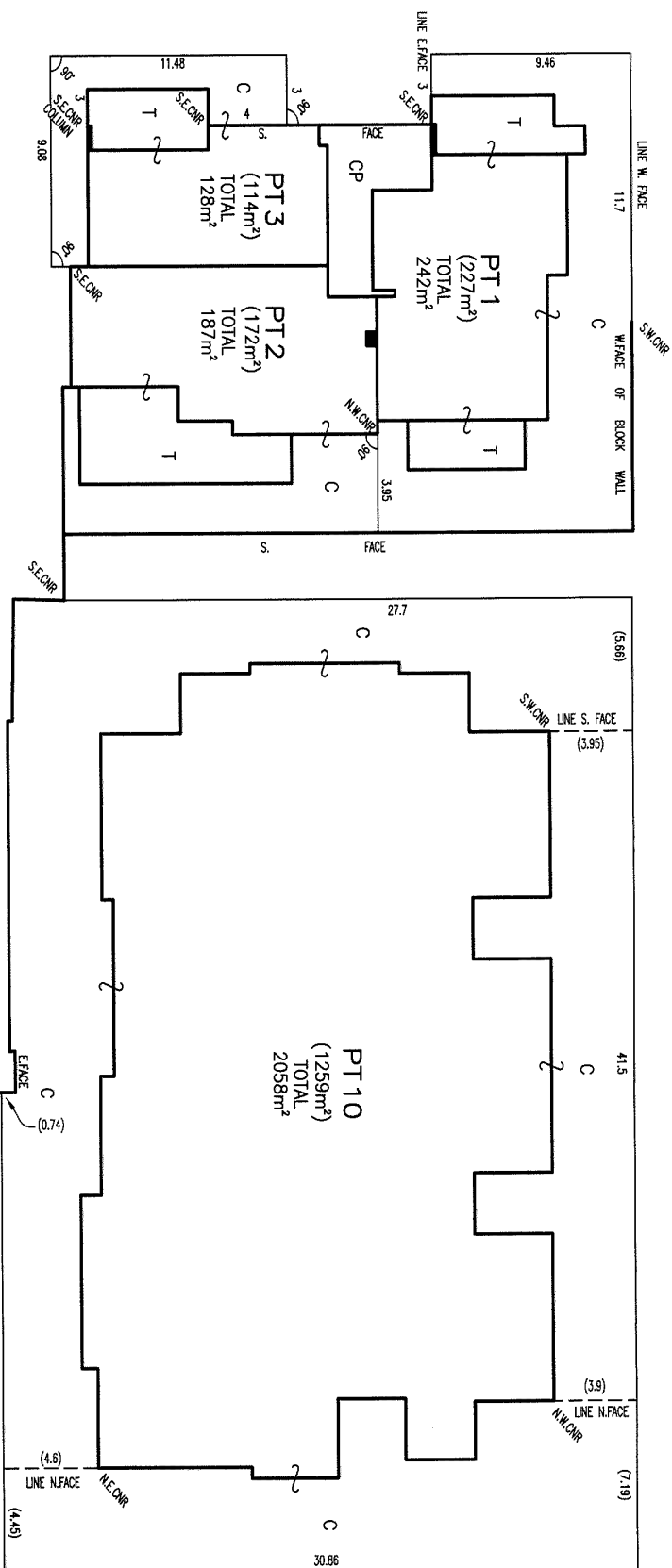
C - DENOTES COURTYARD  
CP - DENOTES COMMON PROPERTY  
T - DENOTES TERRACE

NOTE: LOTS 10 & 11 ARE DEVELOPMENT LOTS

SP69847

## BUILDING A

## BUILDING B



THE STRUTUM OF THE TERRACES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

THE STRUTUM OF THE COURTYARDS IS LIMITED TO, WHERE NOT COVERED, 2.5 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJACENT FLAT AND, WHERE NOT COVERING THE CARPARK BELOW, 1.9 METRES BELOW THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING FLAT.

THE STRUTUM OF PT LOT 10 (INCLUDING ITS COURTYARD) IS LIMITED TO 60 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR CONCRETE SLAB.

GROUND LEVEL

---



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Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

SURVEYOR'S REFERENCE : 010918 DSP STG-1

~~Authorised Person/General Manager/Accredited Certifier~~

ADJOINS SHEET 7

X:\01JOBS\010918\_DEE-WHY\GROUND.DWG

SURVEYOR'S REFERENCE : 010918 DSP STG-1



STRATA PLAN FORM 2

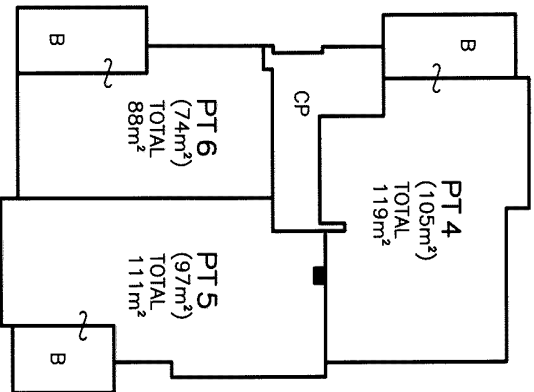
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 10 Sheets

NOTE: LOTS 10 & 11 ARE DEVELOPMENT LOTS

SP69847

BUILDING A



LEVEL 1

B - DENOTES BALCONY  
CP - DENOTES COMMON PROPERTY

THE STRATUM OF THE BALCONIES, WHERE NOT COVERED,  
IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE  
OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

*M. S. J. J. J.*

Authorised Person/General Manager/Accredited Certifier

*A. Caplan*

SURVEYOR'S REFERENCE : 010918 DSP STG-1

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STRATA PLAN FORM 2

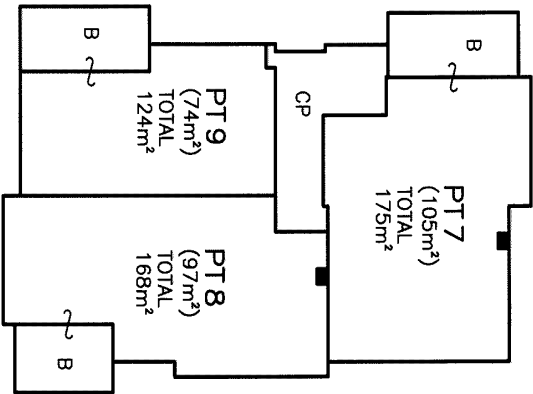
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 9 of 10 Sheets

NOTE: LOTS 10 & 11 ARE DEVELOPMENT LOTS

SP699847

BUILDING A



LEVEL 2

B - DENOTES BALCONY  
CP - DENOTES COMMON PROPERTY

THE STRATUM OF THE BALCONIES, WHERE NOT COVERED,  
IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE  
OF OF ITS CONCRETE SLAB.

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

*M.S. Holden*

Authorised Person/General Manager/Approved Certificate

*A. Calver*

SURVEYOR'S REFERENCE : 010918 DSP STG-1

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STRATA PLAN FORM 2

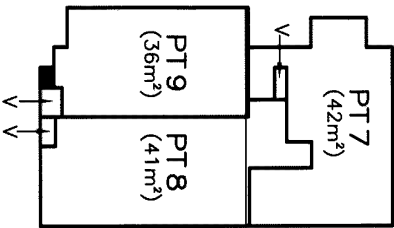
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 10 of 10 Sheets

SP69847

NOTE: LOTS 10 & 11 ARE DEVELOPMENT LOTS

BUILDING A



LEVEL 3

V - DENOTES VOID TO LEVEL 2

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor  
*M. S. Khan*

Authorised Person/General Manager/Accredited Certifier  
*A. Colman*

SURVEYOR'S REFERENCE : 010918 DSP STG-1

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**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B, Conveyancing Act, 1919.**

(Sheet 1 of 3 sheets)

Lengths are in metres

**4PART 1 (Creation)**

**SP69847**

Plan of Subdivision of Lot 1 in DP 1049437  
covered by Council Certificate No 1795/2003

Dated: 27.2.2003

**Full name and address  
of the owner of the land**

Howard Street Pty Limited of Suite 301,  
"The Bijou", 2A Rowntree Street, Balmain.

1. Identity of positive covenant firstly  
referred to in abovementioned plan:

Positive Covenant

<u>Lots burdened</u>	<u>Schedule of lots etc. affected</u>	<u>Authority benefited</u>
All lots		Warringah Council

**PART 2 (Terms)**

**Terms of positive covenant firstly referred to in the abovementioned plan:**

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

1. The registered proprietor will:
  - (i) keep the structure and works clean and free from silt, rubbish and debris
  - (ii) maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
2. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
3. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to



# SP69847

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B, Conveyancing Act, 1919.**

(Sheet 2 of 3 sheets)

Lengths are in metres

ensure the proper and efficient performance of the structure and works and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.

4. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
- (i) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 1 hereof.
  - (ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
    - (a) Any expense reasonably incurred by it in exercising its powers under sub-paragraph 1 hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
    - (b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
5. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land detailed on the plans approved by Council No. [ <sup>2000</sup>5261 ] including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

**Name of authority empowered to release vary or modify positive covenant:**

Warringah Council

**WARRINGAH COUNCIL**

*A. Capones.*  
.....  
**Authorised Person**

C:\WINDOWS\TEMP\Sec 88B Instrument (SP).doc

26/2/03



# SP69847

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B, Conveyancing Act, 1919.

(Sheet 3 of 3 sheets)

Lengths are in metres

Date:



For and on behalf of Howard Street Pty Limited

*Mark Novakovic*  
.....  
DIRECTOR

*John*  
.....  
SECRETARY

For and on behalf of the Mortgagee:

Mortgagee under Mortgage No. 8236941  
Signed at Sydney this 5TH day of  
MARCH 2003 for National  
Australia Bank Limited ABN 12 004 044 937  
by **Fiona Mary FERGUSON** its duly  
appointed Attorney under Power of Attorney  
No. 549 Book 3834

*[Signature]*  
.....  
Manager

*[Signature]*  
.....  
Witness/Bank Officer **Kylie GRIFFITH**  
255 George Street, Sydney NSW

Form: 15CH  
Release: 2-1

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



**AQ182476A**

**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/SP69847

(B) **LODGED BY**

Document  
Collection  
Box

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

LPN 135495M

Bylaw Plus

*D'BRIEN CONNORS & KENNETT*

81 Maxwell Street South Turramurra NSW 2874

1234774

0438 009 372

*9982-1655*

*378T*

*651E*

Reference:

*LWSM1288 RHW:ND:200151*

CODE

**CH**

(C) The Owners-Strata Plan No. 69847

certify that a special resolution was passed on 10.06.2020

(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. 17

Amended by-law No. NOT APPLICABLE

as fully set out below:

Please see attached Annexure B

(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 B.

(G) The seal of The Owners-Strata Plan No. 69847 was affixed on 16/6/2020 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:

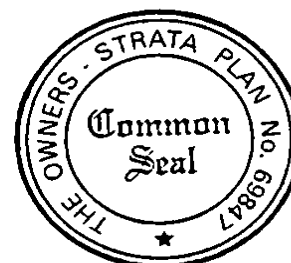
*Nicole Hopkins*

Authority: STRATA MANAGER

Signature:

Name:

Authority:



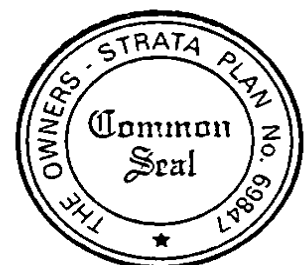
# ANNEXURE B

## STRATA PLAN 69847

### SPECIAL BY LAW NO 17 - WORKS LOT 53

#### Interpretation

1. In this by-law, unless the context otherwise requires or permits:
  - 1.1 **Act** means the Strata Schemes Management Act 2015 (NSW);
  - 1.2 **Authority** means any government, semi-government, statutory, public or authority having jurisdiction over the Lot or the Building;
  - 1.3 **Building** means the building situated at 31 Pacific Parade Dee Why;
  - 1.4 **Common Property** means the common property of the Building within the meaning of the Act;
  - 1.5 **Owner** means the owner and any subsequent owners of Lot 53;
  - 1.6 **Owners Corporation** means the owners corporation created by the registration of stat plan registration no: 70474;
  - 1.7 **Works** means any alteration and additions to Lot 53 and the adjacent common property including:
    - Renovation of bathrooms
      - a. replacement of tiles and waterproofing of the floors and walls of the bathrooms;
      - b. replacement of hardware and fittings including vanities, toilets, showers and sinks;
      - c. utilising existing plumbing to service the fixtures and fittings in the bathrooms.
    - Waterproofing and Re-tiling of balcony
      - d. replacement of tiles and waterproofing of balcony area.
2. In this by-law, unless the context otherwise requires:
  - 2.1 the singular includes the plural and vice versa;
  - 2.2 any terms not defined above will have the same meaning as those defined in the Act; and;
  - 2.3 references to legislation include references to amending and replacing legislation.





## **Grant of Right**

- 3 The Owner upon making a request to carry out the Works on and in Lot 53 and on so much of the Common Property as is necessary, consents to the terms and conditions imposed under this by-law.
4. The Owner must bear all of the costs including the legal costs associated with the consideration, making and registration of this by-law.
5. Insofar as may be applicable, the Owners Corporation specifically resolves pursuant to section 108 of the Act that:
  - (a) the Owner may add to or alter the Common Property necessarily affected by the Works for the purposes of improving or enhancing the Common Property, and
  - (b) the Owner will be responsible for the ongoing maintenance of such Common Property in accordance with the by-law.

## **Conditions**

6. Before commencement of the Works the Owner must ensure that:
  - 6.1 not less than 14 days before undertaking the Works the Owner notifies the Owners Corporation in writing seeking the consent of the Owners Corporation to the Works and any such notification to the Owners Corporation must include the following documents:
    - (a) specifications of work;
    - (b) details of the builder contracted to undertake the works including details of qualifications and licences under the Home Building Act 1989; and
    - (c) any other documents reasonably required by the Owners Corporation.
  - 6.2 Works do not commence until consent in writing to the Works have been obtained from:
    - (a) the Owners Corporation (or the Executive Committee of the Owners Corporation if applicable);
    - (b) any relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required), and;
    - (c) any other relevant statutory authority whose requirements apply to undertaking the Works.
  - 6.3 any party carrying out the Works effects and maintains all works insurance, workers compensation insurance and public liability insurance in an amount not

less than \$5,000,000 and provide certificates of currency of insurance on request by the Owners Corporation; and

6.4 the works undertaken comply with the standards set out in the Building Code of Australia (BCA) current at the time the Works were undertaken;

7. Whilst the Works are in progress the Owner s must ensure that:

- 7.1 the Works are carried out in a proper and workmanlike manner by duly licensed contractors under the Home Building Act 1989 and strictly in accordance with the drawings, plans and specifications approved by the Owners Corporation and any relevant consenting authority;
- 7.2 the Works are installed entirely on the lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot;
- 7.3 the Works (including any waterproofing) are carried out and completed in accordance with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall apply;
- 7.4 the Works are carried out on days and hours permitted by Northern Beaches Council and at such other times reasonably directed by the Owners Corporation;
- 7.5 the Works are performed with due diligence and are completed within a period of eight (8) weeks from their commencement or such other period as reasonably approved by the Owners Corporation;
- 7.6 the Works do not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the Building;
- 7.7 all construction materials, equipment, debris and other material are transported in any manner reasonably directed by the Owners Corporation;
- 7.8 all areas of the Building and Common Property outside Lot 53 is protected from damage caused by undertaking the Works or the transportation of construction materials, equipment and debris;
- 7.9 all areas of the Building and Common Property outside Lot 53 is kept clean, neat and tidy at all times;
- 7.10 that part of the Common property affected by the Works is cleaned on a daily basis and is kept clean, neat and tidy during the Works;
- 7.11 all debris resulting from undertaking the Works is immediately removed from the Building and in strict accordance with any reasonable directions given by the Owners Corporation;
- 7.12 any direction by the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the undertaking of the Works are complied with;
- 7.13 all costs associated and pursuant to the Works are borne by the Owner.

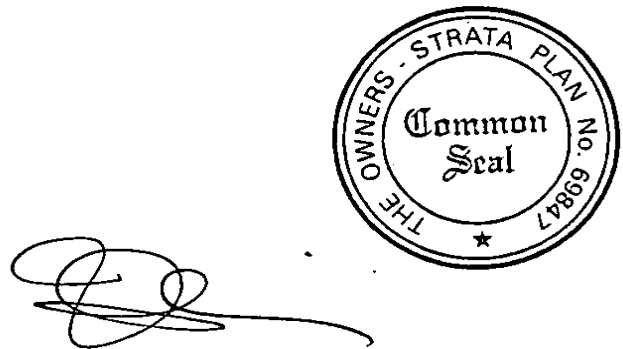
8. After the Works are completed, the Owner must:
  - 8.1 notify the Owners Corporation in writing that the Works have been completed;
  - 8.2 provide to the Owners Corporation as soon as is practicable with a certificate from the contractor responsible for installing any waterproofing membrane during the Works advising of the warranty for the waterproofing and certifying that the waterproofing has been installed in accordance with, and complies with, the Building Code of Australia and any applicable Australian Standard; and
  - 8.3 restore all other parts of the common property affected by the Works to as near to as is possible to the state they were in immediately prior to the Works.

### **Enduring Obligations**

9. The Owner must at the Owners own cost and expense properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works (or any part of them) at the Owner's own cost and expense as the Owners Corporation may reasonably require from time to time.
10. If the Owner removes the Works or any part of the Works the Owner must at the Owner's own cost and expense as soon as practicable restore and reinstate the Common Property to its original condition.
11. The Owner must at the Owner's own cost and expense repair and make good any damage caused to any lot or the Common Property or the Building arising from the carrying out or repair or replacement or removal of the Works immediately after such damage has occurred.
12. The Owner must ensure that the completed Works have an appearance which is in keeping with the appearance of the rest of the building.
13. The Owner indemnifies and agrees to keep indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works, the altered state, condition or use of the Common Property arising from the Works or any breach of this by-law.
14. The Owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works.

## Breach of this By-Law

15. If the Owner breaches any condition of this by-law the Owners Corporation may serve written Notice of such breach upon the Owner providing 30 days for the Owner to rectify that breach after which time if the Owner fails to rectify the breach the Owners Corporation may without restricting the rights of or remedies available to the Owners Corporation:
- 15.1 rectify that breach;
  - 15.2 enter on any part of the strata scheme including Lot 53, by its agents, employees or contractors in accordance with the Strata Schemes Management Act 2015 for the purpose of rectifying that breach;
  - 15.3 and recover as a debt due from the Owner the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs.





**Consolidation of Strata Plan 69847**  
**Meridian Pacific**  
**31-37 Pacific Parade, Dee Why NSW 2099**  
**As at 10 June 2020**

## **1. Definitions**

### **1.1 In these by-laws:**

"Act" means the Strata Schemes Management Act 1996.

"Child" means a person aged fifteen (15) years or less.

"Lot" means a lot in the strata scheme created on registration of the strata plan lodged at Land and Property Information at the same time as these by-laws.

"Occupier" means lessee, licensee, employee agent or contractor of an Owner from time to time.

"Owner" means the registered proprietor or mortgagee in possession for the time being.

## **2. Interpretations**

2.1 Headings are for convenience only and do not affect the interpretation of these by-laws.

2.2 Words importing the singular number include the plural and the masculine gender the feminine or neuter or vice versa and words importing person shall include corporation and vice versa.

2.3 In the event that one or more provisions contained in these by-laws should be invalid, illegal or unenforceable, then this provision shall be severed herefrom and the invalidity illegality or unenforceability of the remaining provisions shall be unaffected.

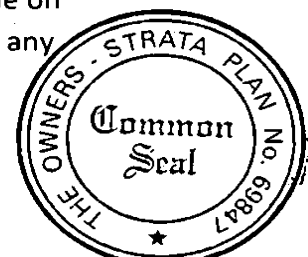
## **3. Noise**

An Owner or Occupier of a Lot must not create any noise on a Lot or the property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using common property or contrary to any requirement of any relevant authority.

## **4. Vehicle**

4.1 An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on common property or permit any invitees of the Owner or Occupier to park or stand any

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motor or other vehicle on common property except with the prior written approval of the owners corporation.

4.2 An Owner or Occupier of a Lot must at all times keep the loading- docks, car parking spaces and access driveways clear of goods and shall not use them for storage purposes including garbage storage.

4.3 An Owner or Occupier of a Lot shall ensure that any motor or other vehicle enter and exit any common property in a forward direction.

## **5. Obstruction of common property**

5.1 An Owner or Occupier of a Lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

## **6. Damage to lawns and plants on common property**

An Owner or Occupier of a Lot must not, except with the prior written approval of the owners corporation:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

## **7. Damage to common property**

7.1 An Owner or occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.

7.2 An approval given by the owners corporation under subclause 7.1 cannot authorise any additions to the common property.

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

(a) any locking or other safety device for protection of the owner's Lot against intruders or to improve safety within the Owners 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 sign to advertise the activities of the Occupier of the Lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or

(e)any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.

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

7.5 Despite Section 62, 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 subclause 7.3 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 subclause 7.3 that forms part of the common property and that services the Lot.

## **8. Behaviour of owners and occupiers**

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

## **9. Children playing on common property in building**

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

## **10. Behaviour of invitees**

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

## **11. Depositing rubbish and other material on common property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

## **12. Drying of laundry items**

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

### **13. Cleaning windows and doors**

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

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

### **14. Storage of inflammable liquids and other substances and materials**

14.1 An Owner or Occupier of a Lot must not, except with the prior written approval of the owners corporation, use or store on the Lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

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

### **15. Moving furniture and other objects on or through common property**

15.1 An Owner or Occupier of a Lot must not transport and furniture, large objects or deliveries to or from the Lot through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the Owner or Occupier does so.

15.2 An owners corporation may resolve that furniture, large objects or deliveries to and from the Lot are to be transported through or on the common property (whether in the building or not) in a specified manner.

15.3 If the owners corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an Owner or occupier of a Lot must not transport any furniture, large object or deliveries to and from the Lot through or on common property except in accordance with that resolution.

### **16. Floor coverings**



16.1 An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot and so as to comply with all requirements of any statutory authority.

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

## **17. Garbage disposal**

17.1 An Owner or Occupier of a Lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) 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

(b) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

17.2 Subclause 17.1 does not require any Owner or Occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

## **18. Appearance of lot**

The Owner or Occupier of a Lot must not, except with the prior written approval of the owners corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the building.

19.2. This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 12.

## **19. Change in use of lot to be notified**

20.1 An Occupier of a Lot must notify the owners corporation if the Occupier changes the existing

use of the Lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes).

## **20. Preservation of fire safety**

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or

Occupier to do any thing on the Lot or common property that is likely to affect the operation

of fire safety devices in the parcel or to reduce the level of fire safety in the Lots or common property,

## **21. Prevention of hazards**

22.1 The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or common property that is likely to create a hazard or danger to the Owner or Occupier of any other Lot or any person lawfully using the common property.

## **22. Provision of amenities or services**

23.1 The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the

Owners or Occupiers of one or more of the Lots:

- (a) security services,
- (b) window cleaning.
- (c) commercial cleaning
- (d) garbage disposal and recycling services,
- (e) electricity, water or gas supply,
- (f) telecommunication services (for example, cable television).
- (g) lift maintenance contracts

23.2 If the owners corporation makes a resolution referred to in subclause 23.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

## **23. Controls on hours of operation and use of facilities**

24.1 The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or the Lots and common property of the strata scheme:

- (a) that commercial or business activities may be conducted on a Lot or common property only during certain times,

(b) that facilities situated on the common property may be used only during certain times or on certain conditions.

24.2 An Owner or Occupier of a Lot must comply with a determination referred to in subclause 24.1.

#### **24. Air- conditioning & Other Plant**

25.1 The owners corporation may, by special resolution, allow an Owner or Occupier of a Lot to install air-conditioning or other plant on the common property provided that the Owner or Occupier is obliged to repair and maintain all such air conditioning or other plant.

25.2 In the event that any Owner or Occupier does not in a proper and workmanlike manner carry out its obligations under by-law 25.1, then the owners corporation upon reasonable notice and upon reasonable times will be entitled to access that Lot for the purpose thereof and recover the cost of such repair maintenance and service from the relevant Owner or Occupier.

#### **25. Security Keys**

26.1 The owners corporation may provide each Owner or Occupier with a security key in respect of a lot or any part of the common property and may require its return at any time.

26.2 Each Owner or Occupier shall take all reasonable precautions to ensure that any security key is kept in a safe and secure place and is not lost, lent or given to any other person. In the event that any security key is lost, then the Owner or Occupier of the relevant Lot to whom it was originally provided shall be entitled to a replacement security key provided that the owners corporation is reimbursed for all costs associated with the same and is advised promptly if any security key is lost or found.

#### **26. Exclusive Use**

27.1 The Owners for the time being of Lot 10 are jointly entitled to exclusive use and enjoyment of that part of the common property being the lift and all associated plant and equipment erected within that lot in the Strata Plan on the terms and conditions set out in this By-Law.

The Owners of Lot 10 must pay the cost to the owners corporation of the repair, maintenance, running costs and upkeep of the lift and all associated plant and equipment.

**SPECIAL BY-LAW 1- EXCLUSIVE USE LOT 7**

The registered proprietor from time to time of Lot 7 in Strata Plan 69847 shall be entitled to exclusive use and enjoyment of the area located to the east of and immediately adjacent to part of Lot 7 on the Basement (Car-park Level) and marked (b) on the plan annexed hereto provided that the said registered proprietor shall be responsible for all repairs and maintenance of and keeping that area in a state of good and serviceable repair and provided that the registered proprietor shall indemnify and keep indemnified the Owners Corporation against all costs, expenditures, damages, claims and actions suffered by the Owners Corporation arising howsoever in respect of the said area.

**SPECIAL BY-LAW 2- EXCLUSIVE USE LOT 58**

The registered proprietor from time to time of Lot 58 in Strata Flail 70474 shall be entitled to exclusive use and enjoyment of the area located to the west of and immediately adjacent to part of Lot 58 on the Basement (Car-park Level) and marked (c) on the plan annexed hereto for use as an enclosed storage space for goods and chatters, provided that the said registered proprietor shall be responsible for all construction of the enclosures, repairs and maintenance of and keeping that area in a state of good and serviceable repair and provided that the registered proprietor shall indemnify and keep indemnified the Owners Corporation against all costs, expenditures, damages, claims and actions suffered by the Owners Corporation arising howsoever in respect of the said area.

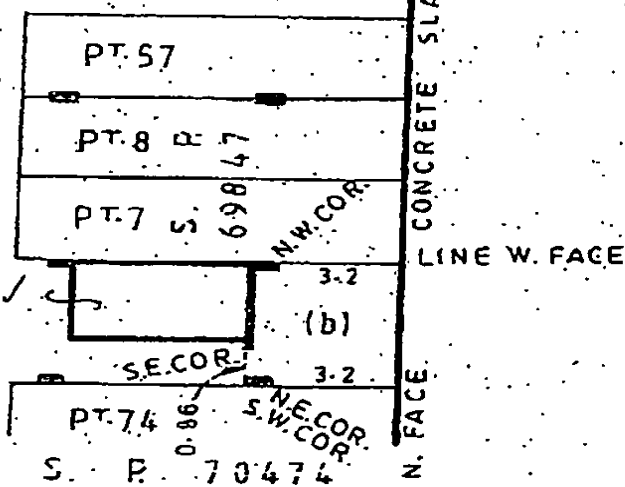


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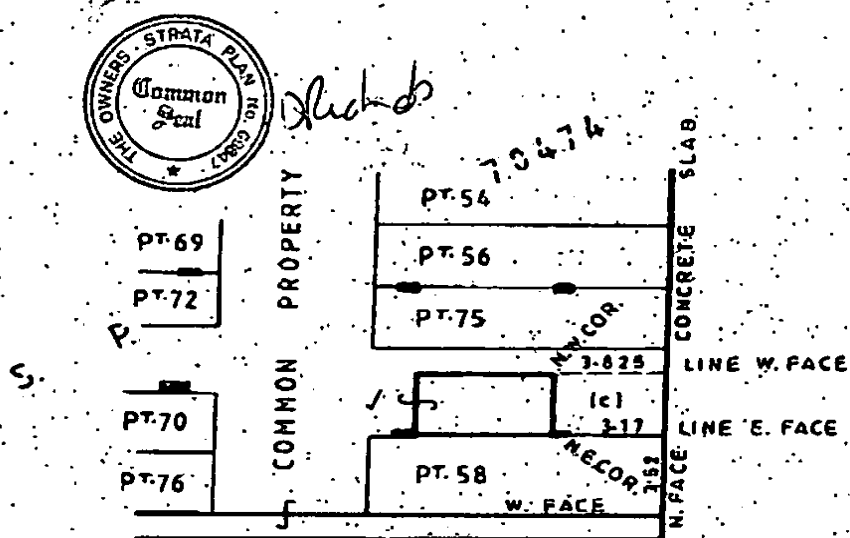
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COMMON PROPERTY



# BASEMENT (CARPARK)

(b) - EXCLUSIVE USE AREA



### BASEMENT (CARPARK)

(c) - EXCLUSIVE USE AREA

#### **SPECIAL BY LAW 3 - Lot 56 Exclusive use located to the East**

The registered proprietor from time to time of Lot 56 in Strata Plan 70474 shall be entitled to exclusive use and enjoyment of the area Located to the east of and immediately adjacent to part of Lob 5 in Strata Plan 69847 on the Basement (Car-park level) and marked (a) on the plan annexed hereto provided that the said registered proprietor shall be responsible for all repairs and maintenance of and keeping that area in a state of good and serviceable repair and provided that

the registered proprietor shall indemnify and keep indemnified the owner corporation against all costs, expenditures, damages, claims and actions suffered by the owners corporation arising however in respect of the said area.

#### **SPECIAL BY-LAW 4 - STORAGE BOXES**

The installation of storage boxes in the garages are approved on the following conditions:

1. Galvanised steel finish;
2. Not to encroach on boundaries with other owners' lots or the common property;

3. Not to affect access to any services.

#### **SPECIAL BY-LAW 5- AWNINGS**

A. The awning proposed in Attachment B to the Notice of Meeting are approved in a pale blue colour.

B. Units are authorised to install awnings in a similar style and colour to that approved for Unit B47 subject to the following conditions:

- (i) The awnings are not to be fitted in any location that faces Pacific Parade or Sturdee Parade;
- (ii) Individual owners both current and future are responsible for maintenance;
- (iii) All proposals are to be formally approved by the Executive Committee to confirm type, colour and location conform with this by-law.

#### **SPECIAL BY LAW 6- FOR SALE OR TO LET SIGNS**

The Placement of "for sale" or "to Let" signs be prohibited on common property at ground level.

#### **SPECIAL BY LAW 7- AIR CONDITIONING**

##### **PART 1**

##### **GRANT OF RIGHT**

1. Notwithstanding anything contained in the by-laws applicable to the scheme, an Owner has the right to install an air-conditioning unit (at the Owner's cost and to remain the Owner's fixture) subject to the provisions of Part 3 of this by-law.

##### **PART 2**

##### **DEFINITIONS & INTERPRETATION**

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

**Act** means the Strata Schemes Management Act, 1996.

**Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including Pittwater Council.

**Building** means the building known as 31-37 Pacific Parade, Dee Why, NSW, 2099.

**Lot** means any lot in strata plan 69847.

**Owner** means the owner of the Lot.

**Owners Corporation** means the owners corporation created by the registration of strata plan registration number 30352.

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in this by-law will have the same meaning as those defined in the Act:  
and
- (d) references to legislation includes references to amending and replacing  
legislation.

2.3 Where a term of this by-law contradicts any by-law applicable to this scheme then this by-law will prevail to then extent of that condition.

2.4 References to any air-conditioning unit under this by-law include the external condenser, all ancillary wires, piping and ductwork and any obligation under this by-law applies to that condenser, wiring, piping and ductwork.

### **PART 3**

#### **CONDITIONS**

3.1 Prior to commencement of installation of the air-conditioning unit, the Owner shall obtain:

- (a) written approval for the location, type and size of the air-conditioning unit from the Owners Corporation, such approval to consider the conditions and restrictions of this by-law and not to be unreasonably withheld; and
- (b) all necessary approval from any Authority and provide a copy to the Owners Corporation.

3.2 To be compliant under this by-law, any air-conditioning unit must:

- (a) be in keeping with the appearance of the Building in the opinion of the Owners Corporation;
- (b) have a condense unit (external) that;
  - (i) is not visible from street level;



- (ii) is installed unobtrusively on the balcony (or elsewhere as specified by the Owners Corporation)
- (iii) has all pipe work from the condenser unit to the fan coil unit (internal) covered with steel piping (colour bond) in the same colour from time to time as the exterior wall of the Building;
- (iv) has a sound rating of less than 50 decibels; and
- (v) does not have any drippers on the exterior of the building;

**(C) Be installed:**

- (i) by duly licenced employees, contractors or agents;
- (ii) in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (iii) (between the hours of 8:30 am and 5:30 pm Mondays - Fridays or between 8:30 am and 12 midday on Saturday; and
- (iv) expeditiously and with a minimum of disruption; and
- (v) be manufactured and designed to specifications for domestic use.

**3.3**

The Owner shall:

- (a) protect all affected areas of the Building outside the Lot from damage relating to the installation or upkeep of the air-conditioning unit;
- (b) maintain, replace and keep in good and serviceable repair any air conditioning unit installed by them or the occupier of their Lot;
- (c) maintain and upkeep those parts of the common property in contact with the air-conditioning unit;
- (d) remain liable for any damage to the Lot or common properly arising out of the installation, repair or replacement of the air-conditioning unit;
- (e) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the air-conditioning unit is removed or relocated; and
- (f) indemnify the Owners Corporation against any costs or losses arising out of the installation, use, repair or replacement of any air-conditioning unit including any liability in respect of the property of the Owner.

3.4 Any air-conditioning unit will always remain the property of the Owner, even if it installed by an occupier.

3.5 For the avoidance of doubt, this by law applies to all air-conditioning units installed prior to and after this by-law being made.

## **SPECIAL BY LAW 8- SECURITY CARDS AND KEYS**

### **PART 1**

#### **GRANT OF RIGHT- SECURITY CARD AND KEY SYSTEM**

1.1 The Owners Corporation shall have the following additional powers, authorities, duties and functions:

- (a) The power to allocate Security Cards and Security Keys to Owners and occupiers.
- (b) The power and function of regulating the use of the Security Cards and Security Keys.

1.2 The purpose of this by-law is to allocate and regulate the use of Security Cards and Security Keys used by Owners and occupiers in the Strata Scheme.

### **PART 2**

#### **DEFINITIONS & INTERPRETATION**

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

- (a) Bond means the amount of \$100.00 for a Security Card and \$50.00 for a Security Key or some other amount determined by the Owners Corporation (or executive committee) from time to time.
- (b) Building means the building located at 31-37 Pacific Parade, Dee Why.
- (c) Lot means any lot in strata plan 69847
- (d) Owner means the owner or occupiers of the Lot.
- (e) Owner Corporation means the owners corporation created by the registration of strata plan registration no 69847.
- (f) Security Card means the security swipe card used with the common property security and intercom system.
- (g) Security Key means the security key used to access common property doors.
- (h) Strata Scheme means the strata scheme relating to strata plan no. 69847.

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

- (a) the singular includes plural and vice versa;

- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996; and
- (d) references to legislation includes references to amending and replacing legislation.

2.3 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 apply to the extent of that inconsistency.

### **PART 3**

#### **CONDITIONS**

##### **Security Cards and Security Keys**

3.1 The Owners Corporation (rather than any Owner) must properly maintain, purchase and provide Security Cards and Security Keys in compliance with the conditions in this by-law. For the avoidance of doubt the Security Cards and Security Keys are to be personal property of the Owners Corporation.

3.2 The Owners Corporation must also if and when reasonably required renew or replace any Security Card or Security Key that is damaged as a result of normal wear and tear.

3.3 The Owners Corporation must do all other things reasonably required of it to ensure the efficient operation and use of Security Cards and Security Keys for the benefit of Owners and occupiers.

##### **Distribution of Security Cards and Security Keys**

3.4 The Owners Corporation shall allocate, use Security Cards and Security Keys and deal with costs associated with Security Cards and Security Keys as follows:

- (a) The Owners Corporation (or executive committee) must consider every application or reapplication for Security Cards or Security Keys as soon as practicable after the application has been made;
- (b) The Owners Corporation must provide at least one (1) Security Card and one (1) Security Key to the occupier of each Lot.
- (c) Notwithstanding clause 3.4(b) the Owners Corporation (or executive committee) may limit the number of Security Cards or Security Keys issued to an occupier at any one time;

(d) An Owner who is not an occupier shall be entitled to only one (I) Security Card and one (I) Security Key;

(e) In determining an application under clause 3.4 the Owners Corporation must act reasonably in the circumstances and for the avoidance of doubt seeking clarification or additional documentation does not amount to unreasonable refusal of an application for Owners Corporation consent;

(f) Place any Bond in the funds of the Owners Corporation and reimburse the amount to the Owner or occupier on the return of the respective Security Card or Security Key in good working order; and

(g) Any decision of the Owners Corporation (or executive committee) is final (subject to any further decision or statutory review process).

### 3.5 An Owner or occupier must:

- (a) Apply in writing to the Owners Corporation for a Security Card and/or Security Key;
- (b) Pay the respective Bond for each Security Card or Security Key approved to the Owners Corporation;
- (c) Only use the Security Card or Security Key for its respective intended purpose; and
- (d) Return the Security Card and Security Key if they vacate or sell the Lot.

3.6 Notwithstanding clause 3.5 an Owner remains liable for the loss of any Security Card or Security Key relating to the Lot, including any Security Card or Security Key issued to an occupier of their Lot.

### **Default of obligations**

3.7 If an Owner or occupier defaults in any way with the terms of this by-law, a consent or condition of the Owners Corporation or a direction of the Owners Corporation the Owners Corporation may:

- (a) demand the return of the Security Card and/or Security Key;
- (b) recover the respective costs of any loss of a Security Card or Security Key from the defaulting Owner as a debt; and
- (c) include reference to the debt on notices under section 109 of the Strata Schemes Management Act 1996.

## **SPECIAL BY LAW 9- KEEPING ON ANIMALS**

18.1 Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.

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

## **SPECIAL BY LAW 10 - EXCLUSIVE USE FOR MAINTENANCE OF AIR CONDITIONING UNIT LOT 58- REPEALED**

## **SPECIAL BY LAW 11 - ALTERATION TO LOT 52 & COMMON PROPERTY**

### **ANNEXURE "A" TO CHANGE OF BY-LAWS**

Pursuant to section 47 of the *Strata Schemes Management Act 1996*, The Owners - *Strata* Plan No. 69847 - specially resolve to make a special By-Law on the following terms:

### **PART 1 - COMPLIANCE**

Notwithstanding anything contained in the by-laws which otherwise apply to this scheme, all

current and future Owners of Lot 52 in Strata Plan No. 69847 are subject to the benefits and obligations outlined in Part 3 of this By-Law.

### **PART 2- DEFINITIONS**

2.1 in this By-Law, unless otherwise required by the context:

2.1.1 Act means *Strata Schemes Management Act 1996*.

2.1.2 By-Law means this by-law.

2.1.3 Common Property means any part of the common property created by the registration of Strata Plan No. 69847.

2.1.4 Executive Committee means the Executive Committee for the time being of Strata Plan No. 69847.

2.1.5 Fixtures and Fittings means all fixtures and fittings that the Owner repairs, replaces or adds to the Common Property in carrying out, or repairing or maintaining, the Work.

2.1.6 Lot means lot 52 In Strata Plan No. 69847.

2.1.7 Owner means the owner for the time being of lot 52 in Strata Plan No. 69847.

2.1.6 Owners Corporation means the Owners Corporation created by the registration of Strata Plan No 69847.

2,1.9 Public Authority has the meaning given to It in the *Environmental Planning and Assessment Act 1979*.

2.1.10 Work means the work set out in item 3.1 and Includes any further work carded out to maintain, repair or replace that work.

2.2 In this By-Law, unless the context otherwise requires:

2.2.1 The singular includes the plural and vice versa.

2.2.2 Any gender Includes any other gender.

2.2.3 Unless otherwise defined, any term has the some meaning as in the Act.

2.2.4 A reference to legislation Is also a reference to any amending or replacing legislation.

2.3 in the case of any inconsistency between a pravisian of thie by-law and any other By-Law then, to the extent of such inconsistency, the terms of this by-law prevail.

### **PART 3- ALTERATION TO LOT 52**

3.1 Subject to the conditions set out in item 3.2 below, the Owners Corporation permits the Owner to undertake the following building work to the Lot and to the Common Properly:

3.1.1 - Install 600mm x 600mm glazed porcelain tiles to the lounge / dining room floor, to be affixed with Lanka latex adhesive, and with Sound Zero Malt to be laid between the floor and new tiles.

3.1.2 install a retractable Kompokt motorised folding owning to the balcony, per the specifications set out in Annexure "B" hereto and in Fawn coloured fabric.

3.1.3 Install a false ceiling in the living / dining room area.

3.2 Permission is granted for the Owner to carry out the Work, subject to the following conditions:

#### **General Conditions**

3.2.1 if the approval of any Public Authority is required to carry out the Work, the Owner must obtain the consent of the relevant Public Authority or Authorities prior to commencing the Work.

3.2.2 The Owner Is liable for the cost of the Work.

3.2.3 The Work must be carried out in a professional and workmanlike manner by duly licensed and Insured tradespeople.

3.2.4 To the extent that the Work requires any repair, replacement or addition to the Common Properly, all repaired, replaced or added Fixtures and Fittings shall vest in the Owners Corporation.

3.2.5 Notwithstanding condition 3.2.4. the Owner is responsible to maintain and keep the Work and the Fixtures and Fittings in a state of good and serviceable repair, Including replacing the Work and the Fixtures and Fittings as and when necessary.

3.2.6 The Owner Indemnities the Owners Corporation In respect of any damage (whether now or in the future) occasioned to any Common Property or to any other lot within the Strata Plan for whatever reason as a direct or indirect consequence of the Owner carrying out the Work.

3.2.7 The Owner is liable for all costs associated with drafting, amending and registering this By-Law.

3.2.8 The Owner Indemnities the Owners Corporation for all legal and other costs incurred by the Owners Corporation as a direct or indirect result of the Owners breach of this

By-Law.

### 3.2.9 All new external finishes existing external finishes

## Kompakt Folding Arm Awning Specifications



#### Fabric cover

The fabric cover shell offers an elegant solution for concealing the fabric roller.

#### Cassette

The back of the Kompakt cassette is designed to fit flush to the wall, unlike many other full cassette awnings that have a large gap between the awning and the wall.



Arm bracket

Reliable and secure, the arm bracket is made from high-strength aluminium alloy.



Arm hinge

The Lewrens PVC-coated cables are designed for an extremely long service life.

#### Arm springs

The extremely high spring tension of the triple spring hinged arms ensures a superbly taut fabric so that the awning cloth doesn't rest on the arm joints.

#### Features:

#### SIZE

WIDTH PROJECTION Min. 2.5 metres to Max 14.0 metres.  
1.5, 2.0, 2.5, 3.0, 3.5, 4.0 metres (arm sizes)

#### OUTER SHELL

MATERIAL 6061 grade extruded aluminium  
HEIGHT: 200mm top/bottom, Depth: 200mm front/back  
FINISH Powder coated white, or for an extra charge any Dulux powder coating colour

#### ARMS

MATERIAL 6061 grade extruded aluminium  
SPRING ASSEMBLY Heavy duty springs with double PVC coated aircraft quality stainless steel cables provide extremely high spring tension  
FINISH Arms and internal frame are powder coated white or can be custom powder coated any Dulux powder coating colour (extra cost)

#### END CAPS

MATERIAL Powder coated aluminium with plastic protective covers

#### FIXING METHODS


TYPE Face fix, top fix and rafter fix available  
BRACKETS Powder coated extruded aluminium brackets

#### OPERATION

CRANK OPERATION Cast aluminium, 8:1 ratio limit stop gear box  
ELECTRIC MOTOR Tubular motor mounted internally within top roller  
CONTROL OPTIONS Extensive range of sensors and control options are available

#### FABRIC OPTIONS

ACRYLIC 100% dope dyed acrylic, 5 year warranty against ultraviolet degradation  
SUNSCREEN MESH Ferral Solis high tenacity polyester core yarn, 88%, 92% and 93

	<p>Ozsun Products Pty Ltd                  ABN: 97 088 663 325                  63 Princes Hwy St Peters NSW 2044                  T. 02-9557 2251 F. 02-9557 7124                  E. sales@ozsun.com.au                  www.ozsun.com.au</p>
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## SPECIAL BY LAW 12- ALTERATION TO LOT 56 & COMMON PROPERTY

### ANNEXURE "A" To CHANGE OF BY-LAWS

Pursuant to section 65A of the Siroto Schemes Management Act 1996, The Owners – Strata Plan No. 69847 - specially resolve to make a special By-Law on the following terms:

## **ALTERATION TO LOT 56 & COMMON PROPERTY**

Notwithstanding anything contained in the by-laws which otherwise apply to this scheme, all

current and future Owners of Lot 56 in Strata Plan No. 69847 are subject to the benefits and obligations outlined in Part 3 of this By-Law.

### **PART 2 - DEFINITIONS**

2.1 In this By-Law, unless otherwise required by the context:

2.1.1 Act means Strata Schemes Management Act 1996.

2.1.2 By-Law means this by-law.

2.1.3 Common property means any part of the common property created by the registration of Strata Plan no 69847

2.1.4 Executive Committee means the Executive Committee for the time being of Strata Plan no 69847

2.1.5 Fixtures and Fittings means all fixtures and fittings that the Owner repairs, replaces or adds to the Common Property in carrying out, or repairing or maintaining, the Work.

2.1.6 Lot means lot 56 in Strata Plan no 69847

2.1.7 Owner means the person, persons or entity for the time being recorded on the strata roll as an owner of the Lot in accordance with section 98 of the Act.

2.1.8 Owners Corporation means the Owners Corporation created by the registration of Strata Plan no 69847

2.1.9 Public authority has the meaning given to it in the Environmental Planning and Assessment Act 1979.

2.1.10 Regulation means Strata Schemes Management Regulation 2005.

2.1.11 Works means the work set out in item 3.1 and includes any further work carried out to maintain, repair or replace that works.

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

2.2.1 The singular includes the plural and vice versa

2.2.2 Any gender includes any other gender

2.2.3 Unless otherwise defined, any term has the same meaning as in the Act.

2.2.4 A reference to legislation is also a reference to any amending or replacing legislation.

2.3 In the case of any inconsistency between a provision of the By-Law and any other By-Law then, to the extent of such inconsistency, the terms of this By-Law prevail.

3.1 Subject to the conditions set out in term 3.2 below, the Owners Corporation permits the Owner to undertake the following building work to the Lot and to the Common Property;

3.1.1 Install and keep a 6.0m X 2.5m retractable, awning with motion sensor and blue/grey fabric ("the awning") to the western balcony of the Lot; and

3.1.2 Install all fixtures and Fittings necessary to install and operate the awning.



3.2 Permission is granted for the Owner to carry out the Work, subject to the following conditions:

**GENERAL CONDITIONS**

3.2.1 If the approval of any Public Authority is required to carry out the Work, the Owner must obtain the consent of the relevant Public Authority or Authorities prior to commencing the Work.

3.2.2 The Owner is liable for the cost of the Work.

3.2.3 The Work must be carried out in a professional and workmanlike manner by duly licensed and insured tradespeople.

3.2.4 The work must be carried out in accordance with any approved plans.

3.2.5 The Work must be carried out in accordance with and relevant requirements of the Environmental Planning and Assessment Act 1979 Environmental Planning and Assessment Regulation 2000 including any Essential Fire Safety Measures.

3.2.6 The Work must be carried out in accordance with any relevant Australian Standards.

3.2.7 To the extent that the Work requires any repair, replacement or addition to the Common Property, all repaired, replaced or added fixtures and Fitting shall vest in the Owners Corporation.

3.2.8 Notwithstanding condition 3.2.7 the Owner is responsible to maintain and keep the Work and the Fixtures and Fitting in a state of good and serviceable repair, including replacing the Work and the Fixtures and Fittings as and when necessary.

3.2.9 The Owner indemnified the Owners Corporation in respect of any damage (whether now or in the future) occasioned to a Common Property or to any other lot within the Strata Plan for whatever reason as a direct or indirect consequence of the Owner carrying out the Work.

3.2.10 The Owner is liable for all costs associated with drafting, amending and registering this By-Law.

3.2.11 The Owner indemnifies the Owners Corporation for all legal and other costs incurred by the Owners Corporation as a direct or indirect result of the Owners breach of this By-Law.

3.2.12 All new external finishes must match existing external finishes.

3.2.13 The Owner must provide all occupant of lots within the strata scheme with 14 days written notice of the nature of the Works and a works schedule.

3.2.14 All construction material, equipment, debris and other material must be transported to and from that Lot in any manner reasonably directed by the Executive Committee.

3.2.15 All Common Property areas of the building must be reasonably protected from damage by the Work or by the transportation of construction materials, equipment, debris and other material to or from the Lot.

3.2.16 All Common Property areas outside the Lot must be kept clean and tidy whilst the Work is being completed.

3.2.17 The Work may only be carried out at the times reasonably directed by the Executive Committee.

3.2.18 The Owner must ensure that all debris resulting from the Work is removed immediately from the Lot and the Common Property.

**Conditions binding on successors in title**

3.2.19 For the avoidance of any doubt, the obligations and conditions imposed on the Owners herein shall be binding and enforceable as against the owner or owners for the time being of the Lot.

**SPECIAL BY LAW 13 - PROHIBITION OF SHORT-TERM ACCOMMODATION**

On 22 September 2016, the Owners Corporation, by the owners in Annual General Meeting moved and passed a motion and it was specially resolved that the Owners Corporation create and lodge for registration with the Registrar-General under the common seal of the Owners Corporation a special by-law, the provisions of which are set out below:-

**SPECIAL BY-LAW NO. 13 - PROHIBITION OF SHORT-TERM ACCOMMODATION**

1. For the purpose of this bylaw:

1.1. "Act" means the Strata to 'Schemes Management 1996 (NSW) as amended and replaced from time to time;

1.2. "Building" means the building and improvements on the land located at 31 Pacific Parade Dee Why NSW 2099;

1.3 "Common Property, " means the commo property in the Strata Plan;

1.4. "Costs" means all professional and trade costs, fees, expenses, and disbursements associated with any damage caused as a result of the use of a lot in breach of this by-law.

1.5 "Council" means Northern Beaches Council, its administration, successors, and assigns, or any other organisation serving the same or similar function, and includes its employees and agents;

1.6 "Enforcement Costs" means the costs associated with the enforcement of this by-law, including but not limited to the cost to the Owners Corporation of engaging professional services, including legal services;

1.7 "Executive Committee" means the executive committee elected by the Owners Corporation from time to time;

1.8 "Indemnify" means the Owner indemnifying the Owners Corporation in respect of the use of a Lot in breach of this by-law, including but not limited to the following:

1.8.1 all actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought, or made against the Owners Corporation;

1.8.2 any sum payable by way of increased premiums; and

1.8.3 any costs or damages for which the Owners Corporation is or becomes liable;

1.9 "Lot" means a lot or any part of a lot in the Strata Plan;

1.10 "Occupier" means the legal occupier of a Lot from time to time, including the occupier's agent or employee;

1.11 "Owner" means the registered proprietor of a Lot from time to time, including the registered proprietor's agent or employee;

1.12. "Owners Corporation" means the owners corporation known as The Owners- Strata Plan No. 69847;

1.13. "Residential Tenancy Agreement" means an agreement under which an Owner or Occupier leases, sublets, or licenses a Lot on a commercial basis for a period of 3 consecutive months or more;

1.14. "Security Keys" means a key, magnetic card, or other' device or information used on the Common Property to:

1.14. 1. open and close security gates, doors, gates, or locks; or

1.14.2. operate alarms, security systems, or communication systems.

1.15 "Short-Term Accommodation" means the provision of temporary accommodation on a commercial basis for a period less than 3 consecutive months, including but not limited to:

1.15. 1. Backpackers ' accommodation;

1.15.2. Bed and breakfast accommodation;

1.15.3. Hotel or motel accommodation;

1.15.4. Services apartments;

1.15.5. Private hotel;

115.6. Boarding house;

1.15,7. Tourist or visitor accommodation; and

1.15.8. Any other short-term rentals, including but not limited to the use of online services such as Airbnb, Stayz, Gumtree, or similar

**1.16. "Statutory Declaration"** means a statutory declaration made by an Owner or Occupier in the form required by the Executive Committee having regard to the content of this by-law;

**1.17 "Strata Manager"** means the strata managing agent engaged by the Owners Corporation from time to time;

**1.18. "Strata Plan"** means registered strata plan no. 69847;

**1.19 "The Plan"** means the Warringah Local Environment Plan 2011 as amended from time to time, including any succeeding instrument.

1. Where terms in the by-law are not defined, they have the same meaning those words are attributed under the Act.
2. Owners and Occupiers are prohibited from using , operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, including by advertising the Lot of permitting the Lot to be advertised for Short-Term Accomodation.
3. If the Executive Committee reasonably believes an Owner or Occupier is using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accomodation, the Owners Corporation, via the Executive Committee or strata manager, may:
  - 4.1. Request that tile Owner and/or Occupier provide evidence of their compliance with this by-law, including a copy of their Residential Tenancy Agreement or Council approval. Such evidence must meet the reasonable requirements of the Executive Committee which may include a Statutory Declaration; and/or
  - 4.2. Notify, Council of the potential breach of The Plan and provide Council with all information and evidence needed to assist it to make a determination and take any necessary regulatory action; and/or
  - 4.3 Exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil & Administrative Tribunal in the sum of \$5,500.00 ( as at the date of registration of this by-law and subject to change); and/or
  - 4.4 Refuse to provide additional Security Keys to the Owner or Occupier; and/or
  - 4.5 De-activate the Owner or Occupiers Security Keys.

- 5 The Owner and/or Occupier is responsible for and will bear all Costs and Enforcement Costs.
- 6 The Owner and/or Occupier must promptly repair any damage to any part of the Building directly or indirectly caused by the Owner and/or Occupier's breach of this by-law.
- 7 Where the Owners Corporation has incurred Costs and/or Enforcement Costs on behalf of an Owner, the Owners Corporation may recover those Costs and/or Enforcement Costs from the Owner, including charging those Costs and/or Enforcement Costs to the Owner's lot account as if they were a contribution under the Act, with all associated rights to recovery under the Act.
8. The Owner and/or Occupier will include a copy of this by-law in every Residential Tenancy Agreement.
9. The Owner Indemnifies and will keep indemnified the Owner Corporation

**SPECIAL BY LAW 14- EXCLUSIVE USE OF MAINTENANCE OF AIR CONDITIONING UNIT 58**

(Exclusive use for maintenance of air conditioning unit which was passed by the Owners Corporation SP 69847 on 26 September 2012)

Proposed amendment by addition of further paragraphs (d) and (e) relating to the installation and maintenance of pot plants adjacent to the air conditioning unit

THAT by special resolution the Owners of Strata Plan 69847 agree to add the following paragraphs (d) and (e) to the existing Exclusive use By-Law:

**Special By-Law – Exclusive Use for Maintenance of Air Conditioning Unit**

The owner or occupier of Lot 58 shall have the right of exclusive use and enjoyment of that part of the common property ("the exclusive use area") on which is located the air conditioning unit, conduits, piping and fixtures (collectively referred to air conditioning unit) servicing his, her or its lot. The owner or occupier shall:-

- (a) Ensure that the noise emanating from the compressor does not exceed 69db.
- (b) Ensure that the condenser water drains to the downpipe and does not spill over to the common property ground.
- (c) Be responsible for the proper maintenance of the air conditioning unit and shall keep it in a state of good and serviceable repair including replacement when necessary.

- (d) Be permitted to place pot plants on the common property so as to screen the air conditioning unit from the view of the owners or occupiers of Lot 58 and at a distance of not more than 1.5 metres from the air conditioning unit.
- (e) Ensure that such pot plants are maintained and placed so as not to endanger any person entering upon the common property for a lawful purpose.
- (f) That any damage caused to the common property area as a result of the pot plants is the responsibility of the Owner of Lot 58 in perpetuity.
- (g) That should access be requires to the immediate area under or around the pot plants then the owner is responsible to move the pot plants for the Owners Corporation.

#### **SPECIAL BY LAW 15- MINOR RENOVATIONS**

##### **Rights**

1. On the conditions set out in this by-law and with the prior written approval of the strata committee each Owner has the authority to carry out Minor Renovations to the common property in connection with the Owner's lot and, once installed, to maintain the approved Minor Renovations.
2. The owners corporation delegates its power to approve Minor Renovations to the strata committee.
3. The strata committee, when considering an Owner's proposal to conduct Minor Renovations may impose conditions on any approval and must not unreasonably withhold their approval.

##### **Definitions**

4. In this by-law, the following terms are defined to mean:
  - a. "Act" means the *Strata Schemes Management Act 2015* (NSW);
  - b. "Building" means the building located at 31-37 Pacific Parade, Dee Why, NSW, 2074;
  - c. "Minor Renovations" includes work for the purposes of the following:
    - i. renovating a kitchen,

- ii. changing recessed light fittings,
- iii. installing or replacing wood or other hard floors,
- iv. installing or replacing wiring or cabling or power or access points,
- v. work involving reconfiguring walls,
- vi. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- vii. installing a rainwater tank,
- viii. installing a clothesline,
- ix. installing a reverse cycle split system air conditioner,
- x. installing double or triple glazed windows,
- xi. installing a heat pump,
- xii. installing ceiling insulation.

but does not include works set out in section 110(7) of the Act such as work involving structural changes, waterproofing, changes to the external appearance of a lot or requiring consent or other approval under any other statute, regulation or the like. :

- d. **"Owner"** means an owner of a lot from time to time in the strata scheme;
5. Where any terms used in this by-law are defined in the Act, they will have the same meaning as those words are attributed under the Act.
6. Words importing:
- a. the singular include the plural and vice versa; and
  - b. a gender includes any gender.

7. 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.

#### **Prior to Conducting the Minor Renovations**

8. An Owner must make an application to the owners corporation for its approval to conduct the Minor Renovations by giving written notice of their proposed works to the owners corporation with the notice to include:
  - a. details of the work, including copies of any plans,
  - b. the expected duration and times of the works,
  - c. details of the persons carrying out the work including that person's qualifications to carry out the work, and
  - d. arrangements to manage any resulting rubbish or debris.
9. Prior to conducting the Minor Renovations, the Owner and/or the tradesperson appointed by the Owner to carry out the Works must effect, and provide the owners corporation with certificates of, the following insurances:
  - a. contractor's all risk insurance (where applicable);
  - b. workers compensation insurance (where applicable);
  - c. home owners warranty Insurance (where applicable); and
  - d. public liability insurance in the amount of \$10,000,000 including for and in respect of equipment located and/or utilised on common property in execution of the Minor Renovations.

#### **Performance of the Works**

10. In carrying out or maintaining the Minor Renovations the Owner must:
  - a. ensure that the works are completed in a competent and proper manner and in accordance with the Building Code of Australia and relevant Australian Standards;



- b. transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- c. protect all areas of the Building both internal and external to the lot in a manner reasonably acceptable to the owners corporation;
- d. keep all areas of the common property outside the lot clean and tidy;
- e. only perform Minor Renovations at times approved by the owners corporation;
- f. not create noise which causes discomfort, disturbance, obstruction or interference with the activities of any other occupier of the Building;
- g. immediately remove all debris or waste resulting from the Minor Renovations from the Building and the common property;
- h. not vary or replace the Minor Renovations, as agreed to by the strata committee, without the prior written approval of the strata committee; and
- i. ensure that the Minor Renovations do not interfere with or damage the common property, or any lot or property of any other lot owner or occupier (other than as approved in by the strata committee) and if this happens the Owner must rectify that interference or damage within a reasonable period of time.

#### **Maintenance of the Minor Renovations**

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

#### **Liability and Indemnity**

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

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

#### **Owner's Fixtures**

14. The Minor Renovations shall remain the Owner's fixture.

#### **Cost and Risk of the Works**

15. The Minor Renovations (including their replacement or removal) are undertaken at the cost and risk of the Owner.

#### **Right to Remedy Upon Default**

16. If an Owner fails to comply with any obligation under this by-law, then the owners corporation may:
  - a. carry out all work necessary to perform that obligation;
  - b. in accordance with the provisions of the Act enter upon any part of the parcel to carry out that work;
  - c. recover the costs of carrying out that work from the Owner.
17. The costs referred to in paragraph 16(c) of this by-law may include any costs incurred by the owners corporation in carrying out any building repair work, security call-out charges, after hours building management or agency fees, administrative and legal costs to issue correspondence or any notices pursuant to this by-law and any other reasonable cost expended by the owners corporation in rectifying any damage occasioned to the common property by the respective Owner or in enforcing the terms of this by-law against the Owner of the lot.
18. If the costs referred to in paragraph 16(c) of this by-law are not paid at the end of one month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt any costs payable by the Owner pursuant to this by-law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

## **Special By-Law No. 16 – Authorisation of Building Works in Lot 36**

### **1. Grant of Special Privilege and Exclusive Use Right**

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the “**Owner**”) of Lot 36 (being lot 36 in Strata Plan No. 70474, a strata plan of subdivision under Strata Plan No. 69847) (the “**Lot**”) shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

- (a) Removal of the bathroom floor and wall tiles and installation of new floor and wall tiles in the bathroom including installation of new waterproof membrane;
- (b) Removal of existing bathroom fittings and fixtures including but not limited to bath, shower, tap ware and vanity and installation of new fittings and fixtures including but not limited to bath, shower, tap ware, vanity and towel rail;
- (c) Removal of existing light and electrical and/or data point fittings and fixtures and installation of new light and electrical and/or data point fittings and fixtures in the bathroom.

### **2. Definitions**

For the purposes of this by-law:

“**Council**” means Northern Beaches Council or any successor;

“**Utility Services**” means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

“**Works**” means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

### **3. Conditions**

#### **3.1. Prior to Undertaking Works**

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works;
- (b) certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

- i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
  - ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
  - iii. workers' compensation in accordance with applicable legislation;
- (c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

### **3.2. Performance of Works**

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the clause 1 and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works.
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works, ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot and remove all debris from the building resulting from the Works as soon as practicable;
- (g) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (h) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (i) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;

- (j) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within two months of their commencement.

### **3.3. Completion of Works**

If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

#### **Liability and Indemnity**

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122 (6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

### **4. Other Rights and Obligations**

The Owner must, at the cost of the Owner, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

### **5. Costs**

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

### **6. Right to Remedy Default**

If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
  - (b) enter upon any part of the Lot to carry out that work;
  - (c) recover the costs of carrying out that work from the Owner,
- and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

## **SPECIAL BY LAW NO 17 - WORKS LOT 53**

### **Interpretation**

1. In this by-law, unless the context otherwise requires or permits:
  - 1.1 **Act** means the Strata Schemes Management Act 2015 (NSW);
  - 1.2 **Authority** means any government, semi-government, statutory, public or authority having jurisdiction over the Lot or the Building;
  - 1.3 **Building** means the building situated at 31 Pacific Parade Dee Why;
  - 1.4 **Common Property** means the common property of the Building within the meaning of the Act;
  - 1.5 **Owner** means the owner and any subsequent owners of Lot 53;
  - 1.6 **Owners Corporation** means the owners corporation created by the registration of stat plan registration no: 70474;
  - 1.7 **Works** means any alteration and additions to Lot 53 and the adjacent common property including:
    - Renovation of bathrooms
      - a. replacement of tiles and waterproofing of the floors and walls of the bathrooms;
      - b. replacement of hardware and fittings including vanities, toilets, showers and sinks;
      - c. utilising existing plumbing to service the fixtures and fittings in the bathrooms.
    - Waterproofing and Re-tiling of balcony
      - d. replacement of tiles and waterproofing of balcony area.
2. In this by-law, unless the context otherwise requires:
  - 2.1 the singular includes the plural and vice versa;
  - 2.2 any terms not defined above will have the same meaning as those defined in the Act; and;
  - 2.3 references to legislation include references to amending and replacing legislation.

### **Grant of Right**

- 3 The Owner upon making a request to carry out the Works on and in Lot 53 and on so much of the Common Property as is necessary, consents to the terms and conditions imposed under this by-law.
4. The Owner must bear all of the costs including the legal costs associated with the consideration, making and registration of this by-law.
5. Insofar as may be applicable, the Owners Corporation specifically resolves pursuant to section 108 of the Act that:

- (a) the Owner may add to or alter the Common Property necessarily affected by the Works for the purposes of improving or enhancing the Common Property, and
- (b) the Owner will be responsible for the ongoing maintenance of such Common Property in accordance with the by-law.

## **Conditions**

### **6. Before commencement of the Works the Owner must ensure that:**

- 6.1 not less than 14 days before undertaking the Works the Owner notifies the Owners Corporation in writing seeking the consent of the Owners Corporation to the Works and any such notification to the Owners Corporation must include the following documents:
  - (a) specifications of work;
  - (b) details of the builder contracted to undertake the works including details of qualifications and licences under the Home Building Act 1989; and
  - (c) any other documents reasonably required by the Owners Corporation.
- 6.2 Works do not commence until consent in writing to the Works have been obtained from:
  - (a) the Owners Corporation (or the Executive Committee of the Owners Corporation if applicable);
  - (b) any relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required), and;
  - (c) any other relevant statutory authority whose requirements apply to undertaking the Works.
- 6.3 any party carrying out the Works effects and maintains all works insurance, workers compensation insurance and public liability insurance in an amount not less than \$5,000,000 and provide certificates of currency of insurance on request by the Owners Corporation; and
- 6.4 the works undertaken comply with the standards set out in the Building Code of Australia (BCA) current at the time the Works were undertaken;

### **7. Whilst the Works are in progress the Owner s must ensure that:**

- 7.1 the Works are carried out in a proper and workmanlike manner by duly licensed contractors under the Home Building Act 1989 and strictly in accordance with the drawings, plans and specifications approved by the Owners Corporation and any relevant consenting authority;

- 7.2 the Works are installed entirely on the lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot;
  - 7.3 the Works (including any waterproofing) are carried out and completed in accordance with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall apply;
  - 7.4 the Works are carried out on days and hours permitted by Northern Beaches Council and at such other times reasonably directed by the Owners Corporation;
  - 7.5 the Works are performed with due diligence and are completed within a period of eight (8) weeks from their commencement or such other period as reasonably approved by the Owners Corporation;
  - 7.6 the Works do not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the Building;
  - 7.7 all construction materials, equipment, debris and other material are transported in any manner reasonably directed by the Owners Corporation;
  - 7.8 all areas of the Building and Common Property outside Lot 53 is protected from damage caused by undertaking the Works or the transportation of construction materials, equipment and debris;
  - 7.9 all areas of the Building and Common Property outside Lot 53 is kept clean, neat and tidy at all times;
  - 7.10 that part of the Common property affected by the Works is cleaned on a daily basis and is kept clean, neat and tidy during the Works;
  - 7.11 all debris resulting from undertaking the Works is immediately removed from the Building and in strict accordance with any reasonable directions given by the Owners Corporation;
  - 7.12 any direction by the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the undertaking of the Works are complied with;
  - 7.13 all costs associated and pursuant to the Works are borne by the Owner.
8. After the Works are completed, the Owner must:
- 8.1 notify the Owners Corporation in writing that the Works have been completed;
  - 8.2 provide to the Owners Corporation as soon as is practicable with a certificate from the contractor responsible for installing any waterproofing membrane during the Works advising of the warranty for the waterproofing and certifying that the waterproofing has been installed in accordance with, and complies with, the Building Code of Australia and any applicable Australian Standard; and
  - 8.3 restore all other parts of the common property affected by the Works to as near to as is possible to the state they were in immediately prior to the Works.



## **Enduring Obligations**

9. The Owner must at the Owners own cost and expense properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works (or any part of them) at the Owner's own cost and expense as the Owners Corporation may reasonably require from time to time.
10. If the Owner removes the Works or any part of the Works the Owner must at the Owner's own cost and expense as soon as practicable restore and reinstate the Common Property to its original condition.
11. The Owner must at the Owner's own cost and expense repair and make good any damage caused to any lot or the Common Property or the Building arising from the carrying out or repair or replacement or removal of the Works immediately after such damage has occurred.
12. The Owner must ensure that the completed Works have an appearance which is in keeping with the appearance of the rest of the building.
13. The Owner indemnifies and agrees to keep indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works, the altered state, condition or use of the Common Property arising from the Works or any breach of this by-law.
14. The Owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works.

## **Breach of this By-Law**

15. If the Owner breaches any condition of this by-law the Owners Corporation may serve written Notice of such breach upon the Owner providing 30 days for the Owner to rectify that breach after which time if the Owner fails to rectify the breach the Owners Corporation may without restricting the rights of or remedies available to the Owners Corporation:
  - 15.1 rectify that breach;
  - 15.2 enter on any part of the strata scheme including Lot 53, by its agents, employees or contractors in accordance with the Strata Schemes Management Act 2015 for the purpose of rectifying that breach;

15.3 and recover as a debt due from the Owner the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Form: 15CH  
Release: 2-1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales  
Strata Schemes Management Act 20  
Real Property Act 1900



**AN150140R**

**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) <b>TORRENS TITLE</b>	For the common property CP/SP 69847		
(B) <b>LODGED BY</b>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any LAMB AND WALTERS PO BOX 95, GORDON, NSW, 2072 02 9449 855 Reference: <input type="text"/>	CODE  <b>CH</b>

- (C) The Owners-Strata Plan No. 69847 certify that a special resolution was passed on ~~4/9/2017~~ 4/9/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. BY LAW 10  
Added by-law No. SPECIAL BY LAW 12, 13 AND 14  
Amended by-law No. NOT APPLICABLE  
as fully set out below:  
ANNEXURE "A"

- (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. 69847 was affixed on 26/2/2018 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: NICOLE HOPKINS

Authority: STRATA MANAGER

Signature:

Name:

Authority:



## ANNEXURE A

### 1. Definitions

#### 1.1 In these by-laws:

"Act" means the Strata Schemes Management Act 1996.

"Child" means a person aged fifteen (15) years or less.

"Lot" means a lot in the strata scheme created on registration of the strata plan lodged at Land and Property Information at the same time as these by-laws.

"Occupier" means lessee, licensee, employee agent or contractor of an Owner from time to time.

"Owner" means the registered proprietor or mortgagee in possession for the time being.

### 2. Interpretations

2.1 Headings are for convenience only and do not affect the interpretation of these by-laws.

2.2 Words importing the singular number include the plural and the masculine gender the feminine or neuter or vice versa and words importing person shall include corporation and vice versa.

2.3 In the event that one or more provisions contained in these by-laws should be invalid, illegal or unenforceable, then this provision shall be severed herefrom and the invalidity illegality or unenforceability of the remaining provisions shall be unaffected.

### 3. Noise

An Owner or Occupier of a Lot must not create any noise on a Lot or the property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using common property or contrary to any requirement of any relevant authority.

### 4. Vehicle

4.1 An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on common property or permit any invitees of the Owner or Occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

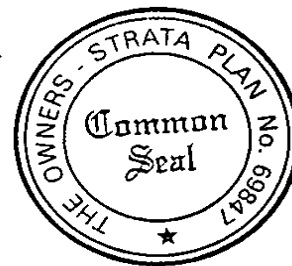
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Authority: STRATA MANAGER



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4.2 An Owner or Occupier of a Lot must at all times keep the loading- docks, car parking spaces and access driveways clear of goods and shall not use them for storage purposes including garbage storage.

4.3 An Owner or Occupier of a Lot shall ensure that any motor or other vehicle enter and exit any common property in a forward direction.

**5. Obstruction of common property**

5.1 An Owner or Occupier of a Lot must not obstruct lawful use of common property by any person, except on a temporary and non-recurring basis.

**6. Damage to lawns and plants on common property**

An Owner or Occupier of a Lot must not, except with the prior written approval of the owners corporation:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

**7. Damage to common property**

7.1 An Owner or occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.

7.2 An approval given by the owners corporation under subclause 7.1 cannot authorise any additions to the common property.

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

(a) any locking or other safety device for protection of the owner's Lot against intruders or to improve safety within the Owners 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 sign to advertise the activities of the Occupier of the Lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or

(e) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.

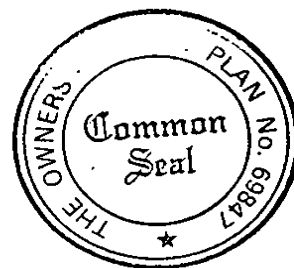
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Authority: STRATA MANAGER



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

7.5 Despite Section 62, 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 subclause 7.3 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 subclause 7.3 that forms part of the common property and that services the Lot.

#### **8. Behaviour of owners and occupiers**

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

#### **9. Children playing on common property in building**

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

#### **10. Behaviour of invitees**

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

#### **11. Depositing rubbish and other material on common property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

#### **12. Drying of laundry items**

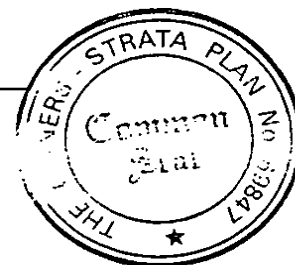
An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in This is page 4 of a total of 33 and is the annexure to the Consolidation/Change of By-Laws form by The Owners – Strata Plan No. 69847

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such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

### 13. Cleaning windows and doors

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

(a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or

(b) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

### 14. Storage of inflammable liquids and other substances and materials

14.1 An Owner or Occupier of a Lot must not, except with the prior written approval of the owners corporation, use or store on the Lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

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

### 15. Moving furniture and other objects on or through common property

15.1 An Owner or Occupier of a Lot must not transport and furniture, large objects or deliveries to or from the Lot through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the Owner or Occupier does so.

15.2 An owners corporation may resolve that furniture, large objects or deliveries to and from the Lot are to be transported through or on the common property (whether in the building or not) in a specified manner.

15.3 If the owners corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an Owner or occupier of a Lot must not transport any furniture, large object or deliveries to and from the Lot through or on common property except in accordance with that resolution.

### 16. Floor coverings

16.1 An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to

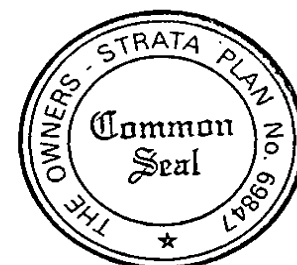
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disturb the peaceful enjoyment of the Owner or Occupier of another Lot and so as to comply with all requirements of any statutory authority.

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

### 17. Garbage disposal

17.1 An Owner or Occupier of a Lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) 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

(b) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

17.2 Subclause 17.1 does not require any Owner or Occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

### 18. Appearance of lot

The Owner or Occupier of a Lot must not, except with the prior written approval of the owners corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the building.

19.2. This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 12.

### 19. Change in use of lot to be notified

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

### 20. Preservation of fire safety

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or common property that is likely to affect the operation

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of fire safety devices in the parcel or to reduce the level of fire safety in the Lots or common property,

**21. Prevention of hazards**

22.1 The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or common property that is likely to create a hazard or danger to the Owner or Occupier of any other Lot or any person lawfully using the common property.

**22. Provision of amenities or services**

23.1 The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:

- (a) security services,
- (b) window cleaning.
- (c) commercial cleaning
- (d) garbage disposal and recycling services,
- (e) electricity, water or gas supply,
- (f) telecommunication services (for example, cable television).
- (g) lift maintenance contracts

23.2 If the owners corporation makes a resolution referred to in subclause 23.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**23. Controls on hours of operation and use of facilities**

24.1 The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or the Lots and common property of the strata scheme:

- (a) that commercial or business activities may be conducted on a Lot or common property only during certain times,
- (b) that facilities situated on the common property may be used only during certain times or on certain conditions.

24.2 An Owner or Occupier of a Lot must comply with a determination referred to in subclause 24.1.

**24. Air- conditioning & Other Plant**

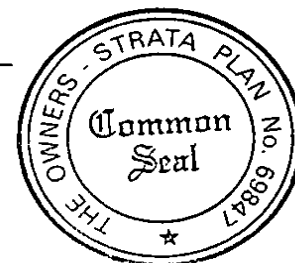
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25.1 The owners corporation may, by special resolution, allow an Owner or Occupier of a Lot to install air-conditioning or other plant on the common property provided that the Owner or Occupier is obliged to repair and maintain all such air conditioning or other plant.

25.2 In the event that any Owner or Occupier does not in a proper and workmanlike manner carry out its obligations under by-law 25.1, then the owners corporation upon reasonable notice and upon reasonable times will be entitled to access that Lot for the purpose thereof and recover the cost of such repair maintenance and service from the relevant Owner or Occupier.

## 25. Security Keys

26.1 The owners corporation may provide each Owner or Occupier with a security key in respect of a lot or any part of the common property and may require its return at any time.

26.2 Each Owner or Occupier shall take all reasonable precautions to ensure that any security key is kept in a safe and secure place and is not lost, lent or given to any other person. In the event that any security key is lost, then the Owner or Occupier of the relevant Lot to whom it was originally provided shall be entitled to a replacement security key provided that the owners corporation is reimbursed for all costs associated with the same and is advised promptly if any security key is lost or found.

## 26. Exclusive Use

27.1 The Owners for the time being of Lot 10 are jointly entitled to exclusive use and enjoyment of that part of the common property being the lift and all associated plant and equipment erected within that lot in the Strata Plan on the terms and conditions set out in this By-Law.

The Owners of Lot 10 must pay the cost to the owners corporation of the repair, maintenance, running costs and upkeep of the lift and all associated plant and equipment.

### SPECIAL BY-LAW 1- EXCLUSIVE USE LOT 7

The registered proprietor from time to time of Lot 7 in Strata Plan 69847 shall be entitled to exclusive use and enjoyment of the area located to the east of and immediately adjacent to part of Lot 7 on the Basement (Car-park Level) and marked (b) on the plan annexed hereto provided that the said registered proprietor shall be responsible for all repairs and maintenance of and keeping that area in a state of good and serviceable repair and provided that the registered proprietor shall indemnify and keep indemnified the Owners Corporation against all costs, expenditures, damages, claims and actions suffered by the Owners Corporation arising howsoever in respect of the said area.

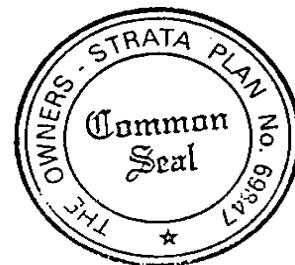
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Signature: \_\_\_\_\_

Name(s): NICOLE HOPKINS

Authority: STRATA MANAGER



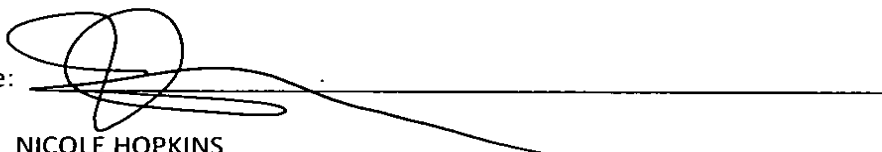
**SPECIAL BY-LAW 2- EXCLUSIVE USE LOT 58**

The registered proprietor from time to time of Lot 58 in Strata Flail 70474 shall be entitled to exclusive use and enjoyment of the area located to the west of and immediately adjacent to part of Lot 58 on the Basement (Car-park Level) and marked (c) on the plan annexed hereto for use as an enclosed storage space for goods and chatters, provided that the said registered proprietor shall be responsible for all construction of the enclosures, repairs and maintenance of and keeping that area in a state of good and serviceable repair and provided that the registered proprietor shall indemnify and keep indemnified the Owners Corporation against all costs, expenditures, damages, claims and actions suffered by the Owners Corporation arising howsoever in respect of the said area.

This is page<sup>9</sup> of a total of 33 and is the annexure to the Consolidation/Change of By-Laws form by The Owners – Strata Plan No. 69847

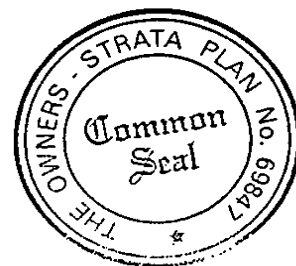
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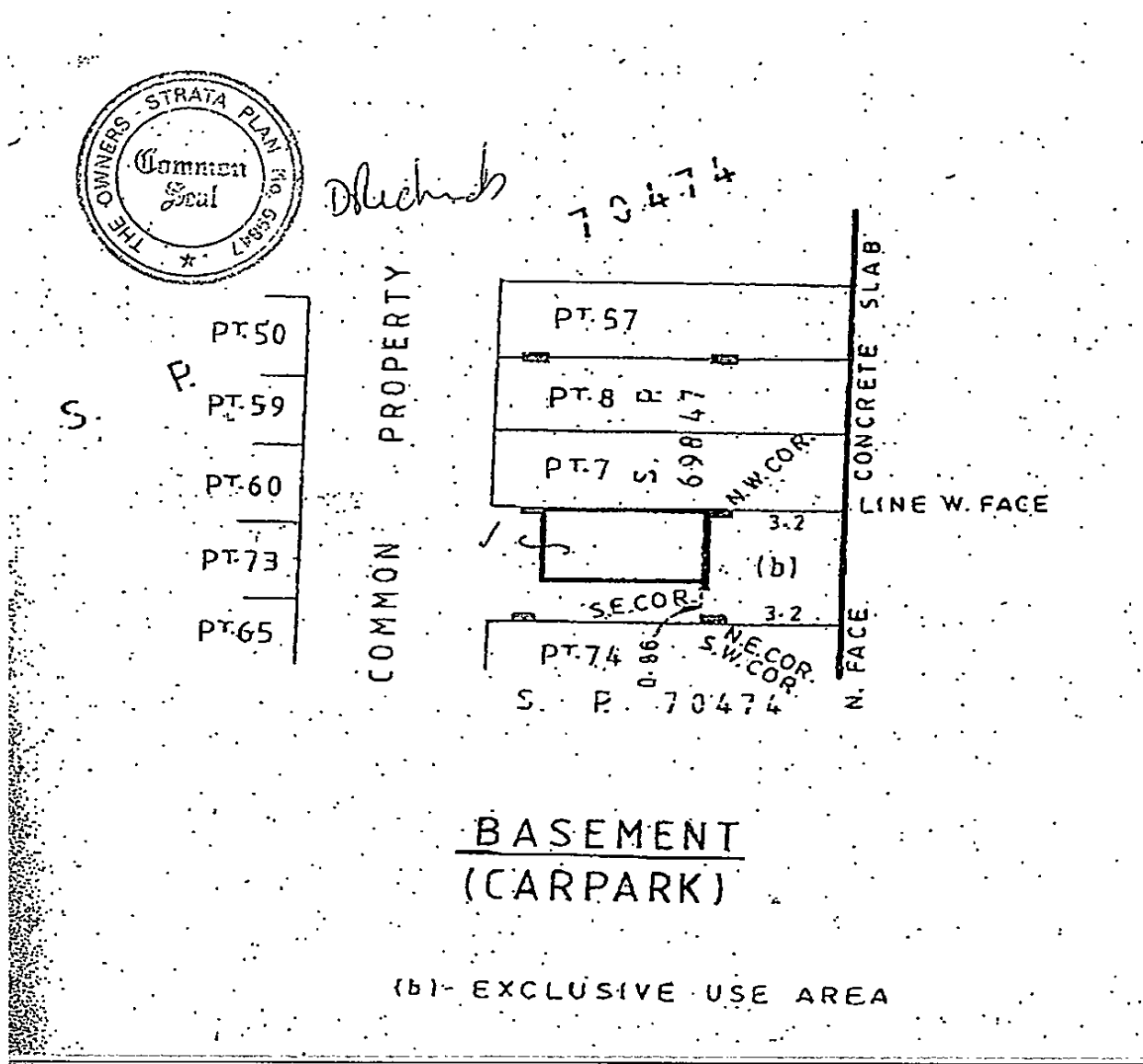
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Authority: STRATA MANAGER





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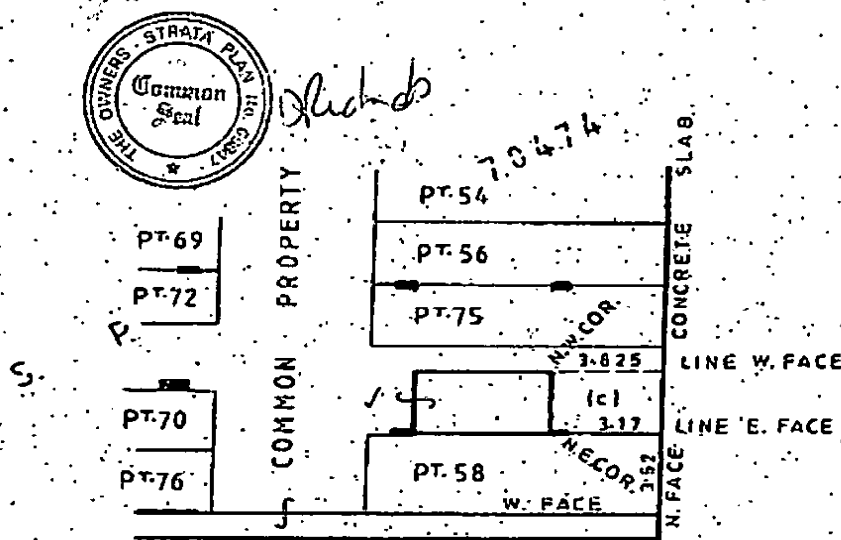
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# **BASEMENT (CARPARK)**

(c) - EXCLUSIVE USE AREA

## **SPECIAL BY LAW 3- Lot 56 Exclusive use located to the East**

The registered proprietor from time to time of Lot 56 in Strata Plan 70474 shall be entitled to exclusive use and enjoyment of the area Located to the east of and immediately adjacent to part of Lob 5 in Strata Plan 69847 on the Basement (Car-park level) and marked (a) on the plan annexed hereto provided that the said registered proprietor shall be responsible for all repairs and maintenance of and keeping that area in a state of good and serviceable repair and provided that the registered proprietor shall indemnify and keep indemnified the owner corporation against all costs, expenditures, damages, claims and actions suffered by the owners corporation arising however in respect of the said area.

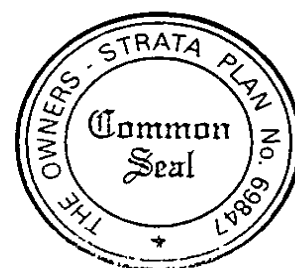
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#### **SPECIAL BY-LAW 4 - STORAGE BOXES**

The installation of storage boxes in the garages are approved on the following conditions:

1. Galvanised steel finish;
2. Not to encroach on boundaries with other owners' lots or the common property;
3. Not to affect access to any services.

#### **SPECIAL BY-LAW 5- AWNINGS**

A. The awning proposed in Attachment B to the Notice of Meeting are approved in a pale blue colour.

B. Units are authorised to install awnings in a similar style and colour to that approved for Unit B47 subject to the following conditions:

(I) The awnings are not to be fitted in any location that faces Pacific Parade or Sturdee Parade;

(ii) Individual owners both current and future are responsible for maintenance;

(iii) All proposals are to be formally approved by the Executive Committee to confirm type, colour and location conform with this by-law.

#### **SPECIAL BY LAW 6- FOR SALE OR TO LET SIGNS**

The Placement of "for sale" or "to Let" signs be prohibited on common property at ground level.

#### **SPECIAL BY LAW 7- AIR CONDITIONING**

##### **PART 1**

##### **GRANT OF RIGHT**

1. Notwithstanding anything contained in the by-laws applicable to the scheme, an Owner has the right to install an air-conditioning unit (at the Owner's cost and to remain the Owner's fixture) subject to the provisions of Part 3 of this by-law.

##### **PART 2**

##### **DEFINITIONS & INTERPRETATION**

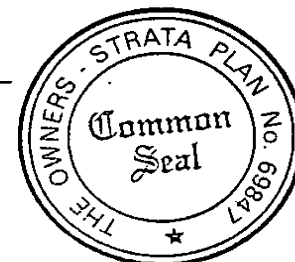
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**2.1 In this by-law, unless the context otherwise requires:**

Act means the Strata Schemes Management Act, 1996.

Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including Pittwater Council.

Building means the building known as 35 Gladstone Street, Newport.

Lot means any lot in strata plan 30352.

Owner means the owner of the Lot.

Owners Corporation means the owners corporation created by the registration of strata plan registration number 30352.

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in this by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

**2.3 Where a term of this by-law contradicts any by-law applicable to this scheme then this by-law will prevail to then extent of that condition.**

**2.4 References to any air-conditioning unit under this by-law include the external condenser, all ancillary wires, piping and ductwork and any obligation under this by-law applies to that condenser, wiring, piping and ductwork.**

**PART 3**

**CONDITIONS**

**3.1 Prior to commencement of installation of the air-conditioning unit, the Owner shall obtain:**

- (a) written approval for the location, type and size of the air-conditioning unit from the Owners Corporation, such approval to consider the conditions and restrictions of this by-law and not to be unreasonably withheld; and

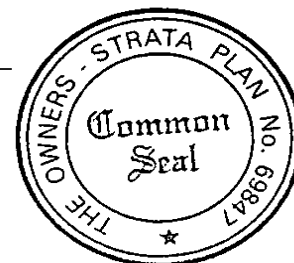
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Authority: STRATA MANAGER



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(b) all necessary approval from any Authority and provide a copy to the Owners Corporation.

3.2 To be compliant under this by-law, any air-conditioning unit must:

(a) be in keeping with the appearance of the Building in the opinion of the Owners Corporation;

(b) have a condense unit (external) that;

(i) is not visible from street level;

(ii) is installed unobtrusively on the balcony (or elsewhere as specified by the Owners Corporation)

(iii) has all pipe work from the condenser unit to the fan coil unit (internal) covered with steel piping (colour bond) in the same colour from time to time as the exterior wall of the Building;

(iv) has a sound rating of less than 50 decibels; and

(v) does not have any drippers on the exterior of the building;

(C) Be installed:

(i) by duly licenced employees, contractors or agents;

(ii) in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;

(iii) (between the hours of 8:30 am and 5:30 pm Mondays - Fridays or between 8:30 am and 12 midday on Saturday; and

(iv) expeditiously and with a minimum of disruption; and

(v) be manufactured and designed to specifications for domestic use.

3.3

The Owner shall:

(a) protect all affected areas of the Building outside the Lot from damage relating to the installation or upkeep of the air-conditioning unit;

(b) maintain, replace and keep in good and serviceable repair any air conditioning unit installed by them or the occupier of their Lot;

(c) maintain and upkeep those parts of the common property in contact with the

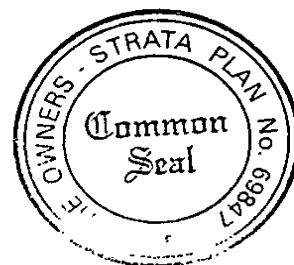
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air-conditioning unit;

(d) remain liable for any damage to the Lot or common properly arising out of the installation, repair or replacement of the air-conditioning unit;

(e) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the air-conditioning unit is removed or relocated; and

(f) indemnify the Owners Corporation against any costs or losses arising out of the installation, use, repair or replacement of any air-conditioning unit including any liability in respect of the property of the Owner.

3.4 Any air-conditioning unit will always remain the property of the Owner, even if it installed by an occupier.

3.5 For the avoidance of doubt, this by law applies to all air-conditioning units installed prior to and after this by-law being made.

#### **SPECIAL BY LAW 8- SECURITY CARDS AND KEYS**

##### **PART 1**

#### **GRANT OF RIGHT- SECURITY CARD AND KEY SYSTEM**

1.1 The Owners Corporation shall have the following additional powers, authorities, duties and functions:

- (a) The power to allocate Security Cards and Security Keys to Owners and occupiers.
- (b) The power and function of regulating the use of the Security Cards and Security Keys.

1.2 The purpose of this by-law is to allocate and regulate the use of Security Cards and Security Keys used by Owners and occupiers in the Strata Scheme.

##### **PART 2**

#### **DEFINITIONS & INTERPRETATION**

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

- (a) Bond means the amount of \$100.00 for a Security Card and \$50.00 for a Security Key or some other amount determined by the Owners Corporation (or executive committee) from time to time.

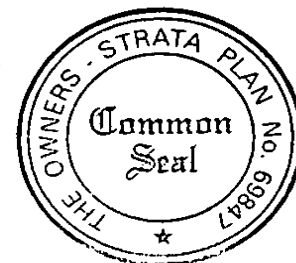
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- (b) Building means the building located at 31-37 Pacific Parade, Dee Why.
- (c) Lot means any lot in strata plan 69847
- (d) Owner means the owner or occupiers of the Lot.
- (e) Owner Corporation means the owners corporation created by the registration of strata plan registration no 69847.
- (f) Security Card means the security swipe card used with the common property security and intercom system.
- (g) Security Key means the security key used to access common property doors.
- (h) Strata Scheme means the strata scheme relating to strata plan no. 69847.

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

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

2.3 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 apply to the extent of that inconsistency.

### **PART 3 CONDITIONS**

#### **Security Cards and Security Keys**

3.1 The Owners Corporation (rather than any Owner) must property maintain, purchase and provide Security Cards and Security Keys in compliance with the conditions in this by-law. For the avoidance of doubt the Security Cards and Security Keys are to be personal property of the Owners Corporation.

3.2 The Owners Corporation must also if and when reasonably required renew or replace any Security Card or Security Key that is damaged as a result of normal wear and tear.

3.3 The Owners Corporation must do all other things reasonably required of it to ensure the efficient operation and use of Security Cards and Security Keys for the benefit of Owners and occupiers.

#### **Distribution of Security Cards and Security Keys**

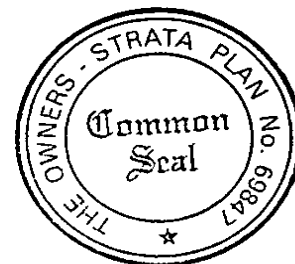
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3.4 The Owners Corporation shall allocate, use Security Cards and Security Keys and deal with costs associated with Security Cards and Security Keys as follows:

- (a) The Owners Corporation (or executive committee) must consider every application or reapplication for Security Cards or Security Keys as soon as practicable after the application has been made;
- (b) The Owners Corporation must provide at least one (1) Security Card and one (1) Security Key to the occupier of each Lot.
- (c) Notwithstanding clause 3.4(b) the Owners Corporation (or executive committee) may limit the number of Security Cards or Security Keys issued to an occupier at any one time;
- (d) An Owner who is not an occupier shall be entitled to only one (1) Security Card and one (1) Security Key;
- (e) In determining an application under clause 3.4 the Owners Corporation must act reasonably in the circumstances and for the avoidance of doubt seeking clarification or additional documentation does not amount to unreasonable refusal of an application for Owners Corporation consent;
- (f) Place any Bond in the funds of the Owners Corporation and reimburse the amount to the Owner or occupier on the return of the respective Security Card or Security Key in good working order; and
- (g) Any decision of the Owners Corporation (or executive committee) is final (subject to any further decision or statutory review process).

3.5 An Owner or occupier must:

- (a) Apply in writing to the Owners Corporation for a Security Card and/or Security Key;
- (b) Pay the respective Bond for each Security Card or Security Key approved to the Owners Corporation;
- (c) Only use the Security Card or Security Key for its respective intended purpose; and
- (d) Return the Security Card and Security Key if they vacate or sell the Lot.

3.6 Notwithstanding clause 3.5 an Owner remains liable for the loss of any Security Card or Security Key relating to the Lot, including any Security Card or Security Key issued to an occupier of their Lot.

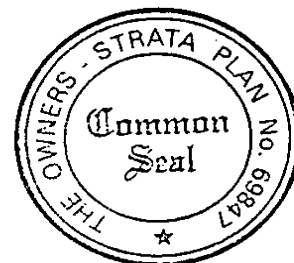
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### Default of obligations

3.7 If an Owner or occupier defaults in any way with the terms of this by-law, a consent or condition of the Owners Corporation or a direction of the Owners Corporation the Owners Corporation may:

- (a) demand the return of the Security Card and/or Security Key;
- (b) recover the respective costs of any loss of a Security Card or Security Key from the defaulting Owner as a debt; and
- (C) include reference to the debt on notices under section 109 of the Strata Schemes Management Act 1996.

### SPECIAL BY LAW 9- KEEPING ON ANIMALS

18.1 Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.

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

### SPECIAL BY LAW 10- EXCLUSIVE UE FOR MAINTENANCE OF AIR CONDITIONING UNIT LOT 58- REPEALED

### SPECIAL BY LAW 11-ALTERATION TO LOT 52 & COMMON PROPERTY-

#### ANNEXURE "A" TO CHANGE OF BY-LAWS

Pursuant to section 47 of the *Strata Schemes Management Act 1996*, The Owners - Strata Plan No. 69847 - specially resolve to make a special By-Law on the following terms:

#### PART 1 - COMPLIANCE

Notwithstanding anything contained in the by-laws which otherwise apply to this scheme, all current and future Owners of Lot 52 in Strata Plan No. 69847 are subject to the benefits and obligations outlined in Part 3 of this By-Law.

#### PART 2- DEFINITIONS

2.1 in this By-Law, unless otherwise required by the context:

2.1.1 Act means *Strata Schemes Management Act 1996*.

2.1.2 By-Law means this by-law.

2.1.3 Common Property means any part of the common property created by the registration of Strata Plan No. 69847.

2.1.4 Executive Committee means the Executive Committee for the time being of Strata

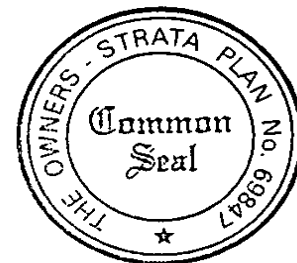
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Plan No. 69847.

2.1.5 Fixtures and Fittings means all fixtures and fittings that the Owner repairs, replaces or adds to the Common Property in carrying out, or repairing or maintaining, the Work.

2.1.6 Lot means lot 52 In Strata Plan No. 69847.

2.1.7 Owner means the owner for the time being of lot 52 in Strata Plan No. 69847.

2.1.6 Owners Corporation means the Owners Corporation created by the registration of Strata Plan No 69847.

2.1.9 Public Authority has the meaning given to It in the *Environmental Planning and Assessment Act 1979*.

2.1.10 Work means the work set out in item 3.1 and Includes any further work carded out to maintain, repair or replace that work.

2.2 In this By-Law, unless the context otherwise requires:

2.2.1 The singular includes the plural and vice versa.

2.2.2 Any gender Includes any other gender.

2.2.3 Unless otherwise defined, any term has the some meaning as in the Act.

2.2.4 A reference to legislation Is also a reference to any amending or replacing legislation.

2.3 in the case of any inconsistency between a pravisian of thie by-law and any other By-Law then, to the extent of such inconsistency, the terms of this by-law prevail.

### PART 3- ALTERATION TO LOT 52

3.1 Subject to the conditions set out in item 3.2 below, the Owners Corporation permits the Owner to undertake the following building work to the Lot and to the Common Properly:

3.1.1 - Install 600mm x 600mm glazed porcelain tiles to the lounge / dining room floor, to be affixed with Lanka latex adhesive, and with Sound Zero Malt to be laid between the floor and new tiles.

3.1.2 install a retractable Kompokt motorised folding owning to the balcony, per the specifications set out in Annexure "B" hereto and in Fawn coloured fabric.

3.1.3 Install a false ceiling in the living / dining room area.

3.2 Permission is granted for the Owner to carry out the Work, subject to the following conditions:

#### General Conditions

3.2.1 if the approval of any Public Authority is required to carry out the Work, the Owner must obtain the consent of the relevant Public Authority or Authorities prior to commencing the Work.

3.2.2 The Owner Is liable for the cost of the Work.

3.2.3 The Work must be carried out in a professional and workmanlike manner by duly licensed and Insured tradespeople.

3.2.4 To the extent that the Work requires any repair, replacement or addition to the Common Properly, all repaired, replaced or added Fixtures and Fittings shall vest in

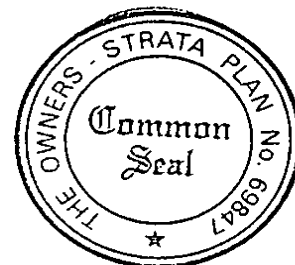
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the Owners Corporation.

3.2.5 Notwithstanding condition 3.2.4. the Owner is responsible to maintain and keep the Work and the Fixtures and Fittings in a state of good and serviceable repair, Including replacing the Work and the Fixtures and Fittings as and when necessary.

3.2.6 The Owner indemnities the Owners Corporation In respect of any damage (whether now or in the future) occasioned to any Common Property or to any other lot within the Strata Plan for whatever reason as a direct or indirect consequence of the Owner carrying out the Work.

3.2.7 The Owner is liable for all costs associated with drafting, amending and registering this By-Law.

3.2.8 The Owner indemnities the Owners Corporation for all legal and other costs incurred by the Owners Corporation as a direct or indirect result of the Owners breach of this By-Law.

3.2.9 All new external finishes existing external finishes

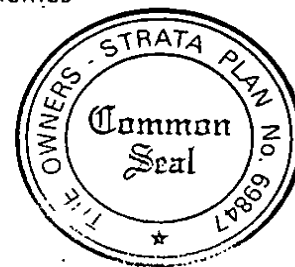
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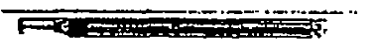
Authority: STRATA MANAGER



## Kompakt Folding Arm Awning Specifications



**Fabric cover**  
 The fabric cover shell offers an elegant solution for concealing the fabric roller.  
**Cassette**  
 The back of the Kompakt cassette is designed to fit flush to the wall, unlike many other full cassette awnings that have a large gap between the awning and the wall.

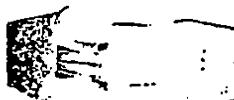


**Arm springs**  
 The extremely high spring tension of the triple spring hinged arms ensures a superbly taut fabric so that the awning cloth doesn't rest on the arm joints.



Arm bracket

Reliable and secure, the arm bracket is made from high-strength aluminium alloy.



Arm hinge

The Lewens PVC-coated cables are designed for an extremely long service life.

### Features:

<b>SIZE</b>	<b>WIDTH PROJECTION</b>	Min. 2.5 metres to Max 14.0 metres. 1.5, 2.0, 2.5, 3.0, 3.5, 4.0 metres (arm sizes)
<b>OUTER SHELL</b>	<b>MATERIAL DIMENSION FINISH</b>	6061 grade extruded aluminium Height: 200mm top/bottom, Depth 200mm front/back Powder coated white, or for an extra charge any Dulux powder coating colour
<b>ARMS</b>	<b>MATERIAL SPRING ASSEMBLY FINISH</b>	6061 grade extruded aluminium Heavy duty springs with double PVC coated aircraft quality stainless steel cables provide extremely high spring tension Arms and internal frame are powder coated white or can be custom powder coated any Dulux powder coating colour (extra cost)
<b>END CAPS</b>	<b>MATERIAL</b>	Powder coated aluminium with plastic protective covers
<b>FIXING METHODS</b>	<b>TYPE BRACKETS</b>	Face fix, top fix and rafter fix available Powder coated extruded aluminium brackets
<b>OPERATION</b>	<b>CRANK OPERATION ELECTRIC MOTOR CONTROL OPTIONS</b>	Cast aluminium, 5:1 ratio limit stop gear box Tubular motor mounted internally within top roller Extensive range of sensors and control options are available
<b>FABRIC OPTIONS</b>	<b>ACRYLIC SUNSCREEN MESH</b>	100% dope dyed acrylic, 3 year warranty against ultraviolet degradation Formid Solis high tenacity polyester core yarn, 85%, 92% and 93

**Ozsun**  
SHADE SYSTEMS

Ozsun Products Pty Ltd  
 ABN: 97 088 683 325  
 63 Princes Hwy St Peters NSW 2044  
 T. 02-9557 2254 F. 02-9557 7124  
 E. sales@ozsun.com.au  
 www.ozsun.com.au

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### SPECIAL BY LAW 12- ALTERATION TO LOT 56 & COMMON PROPERTY

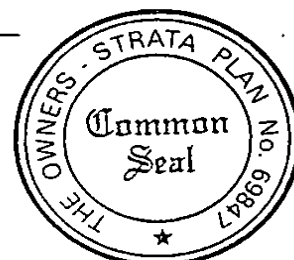
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Signature: \_\_\_\_\_

Name(s): NICOLE HOPKINS

Authority: STRATA MANAGER



### **ANNEXURE "A" To CHANGE OF BY-LAWS**

Pursuant to section 65A of the Siroto Schemes Management Act 1996, The Owners – Strata Plan No. 69847 - specially resolve to make a special By-Law on the following terms:

### **ALTERATION TO LOT 56 & COMMON PROPERTY**

Notwithstanding anything contained in the by-laws which otherwise apply to this scheme, all current and future Owners of Lot 56 in Strata Plan No. 69847 are subject to the benefits and obligations outlined in Part 3 of this By-Law.

### **PART 2 - DEFINITIONS**

2.1 In this By-Law, unless otherwise required by the context:

2.1.1 Act means Strata Schemes Management Act 1996.

2.1.2 By-Law means this by-law.

2.1.3 Common property means any part of the common property created by the registration of Strata Plan no 69847

2.1.4 Executive Committee means the Executive Committee for the time being of Strata Plan no 69847

2.1.5 Fixtures and Fittings means all fixtures and fitting that the Owner repairs, replaces or adds to the Common Property in carrying out, or repairing or maintaining, the Work.

2.1.6 Lot means lot 56 in Strata Plan no 69847

2.1.7 Owner means the person, persons or entity for the time being recorded on the strata roll as an owner of the Lot in accordance with section 98 of the Act.

2.1.8 Owners Corporation means the Owners Corporation created by the registration of Strata Plan no 69847

2.1.9 Public authority has the meaning given to it in the Environmental Planning and Assessment Act 1979.

2.1.10 Regulation means Strata Schemes Management Regulation 2005.

2.1.11 Works means the work set out in item 3.1 and includes any further work carried out to maintain, repair or replace that works.

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

2.2.1 The singular includes the plural and vice versa

2.2.2 Any gender includes any other gender

2.2.3 Unless otherwise defined, any term has the same meaning as in the Act.

2.2.4 A reference to legislation is also a reference to any amending or replacing legislation.

2.3 In the case of any inconsistency between a provision of the By-Law and any other By-Law then, to the extent of such inconsistency, the terms of this By-Law prevail.

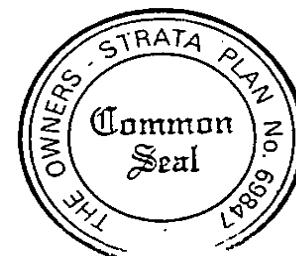
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3.1 Subject to the conditions set out in term 3.2 below, the Owners Corporation permits the Owner to undertake the following building work to the Lot and to the Common Property;

3.1.1 Install and keep a 6.0m X 2.5m retractable, awning with motion sensor and blue/grey fabric ("the awning") to the western balcony of the Lot; and

3.1.2 Install all fixtures and Fittings necessary to install and operate the awning.

3.2 Permission is granted for the Owner to carry out the Work, subject to the following conditions:  
GENERAL CONDITIONS

3.2.1 If the approval of any Public Authority is required to carry out the Work, the Owner must obtain the consent of the relevant Public Authority or Authorities prior to commencing the Work.

3.2.2 The Owner is liable for the cost of the Work.

3.2.3 The Work must be carried out in a professional and workmanlike manner by duly licensed and insured tradespeople.

3.2.4 The work must be carried out in accordance with any approved plans.

3.2.5 The Work must be carried out in accordance with and relevant requirements of the Environmental Planning and Assessment Act 1979 Environmental Planning and Assessment Regulation 2000 including any Essential Fire Safety Measures.

3.2.6 The Work must be carried out in accordance with any relevant Australian Standards.

3.2.7 To the extent that the Work requires any repair, replacement or addition to the Common Property, all repaired, replaced or added fixtures and Fitting shall vest in the Owners Corporation.

3.2.8 Notwithstanding condition 3.2.7 the Owner is responsible to maintain and keep the Work and the Fixtures and Fitting in a state of good and serviceable repair, including replacing the Work and the Fixtures and Fittings as and when necessary.

3.2.9 The Owner indemnified the Owners Corporation in respect of any damage (whether now or in the future) occasioned to a Common Property or to any other lot within the Strata Plan for whatever reason as a direct or indirect consequence of the Owner carrying out the Work.

3.2.10 The Owner is liable for all costs associated with drafting, amending and registering this By-Law.

3.2.11 The Owner indemnifies the Owners Corporation for all legal and other costs incurred by the Owners Corporation as a direct or indirect result of the Owners breach of this By-Law.

3.2.12 All new external finishes must match existing external finishes.

3.2.13 The Owner must provide all occupant of lots within the strata scheme with 14 days written notice of the nature of the Works and a works schedule.

3.2.14 All construction material, equipment, debris and other material must be transported to and from that Lot in any manner reasonably directed by the Executive Committee.

3.2.15 All Common Property areas of the building must be reasonably protected from damage by the Work or by the transportation of construction materials, equipment, debris and other material to or from the Lot.

3.2.16 All Common Property areas outside the Lot must be kept clean and tidy whilst the Work is being completed.

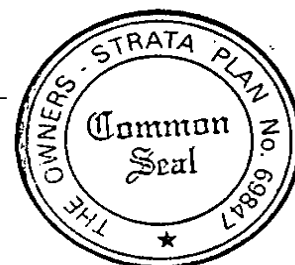
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3.2.17 The Work may only be carried out at the times reasonably directed by the Executive Committee.

3.2.18 The Owner must ensure that all debris resulting from the Work is removed immediately from the Lot and the Common Property.

**Conditions binding on successors in title**

3.2.19 For the avoidance of any doubt, the obligations and conditions imposed on the Owners herein shall be binding and enforceable as against the owner or owners for the time being of the Lot.

**SPECIAL BY LAW 13- PROHIBITION OF SHORT TERM ACCOMMODATION**

On 22 September 2016, the Owners Corporation, by the owners in Annual General Meeting moved and passed a motion and it was specially resolved that the Owners Corporation create and lodge for registration with the Registrar-General under the common seal of the Owners Corporation a special by-law, the provisions of which are set out below:-

**SPECIAL BY-LAW NO. 13**

**PROHIBITION OF SHORT-TERM  
ACCOMMODATION**

1. For the purpose of this bylaw:

1.1. "Act" means the Strata to 'Schemes Management 1996 (NSW) as amended and replaced from time to time;

1.2. "Building" means the building and improvements on the land located at 31 Pacific Parade Dee Why NSW 2099;

1.3 "Common Property, " means the common property in the Strata Plan;

1.4. "Costs" means all professional and trade costs, fees, expenses, and disbursements associated with any damage caused as a result of the use of a lot in breach of this by-law.

1.5 "Council" means Northern Beaches Council, its administration, successors, and assigns, or any other organisation serving the same or similar function, and includes its employees and agents;

1.6 "Enforcement Costs" means the costs associated with the enforcement of this by-law, including but not limited to the cost to the Owners Corporation of engaging professional services, including legal services;

1.7 "Executive Committee" means the executive committee elected by the Owners Corporation from time to time;

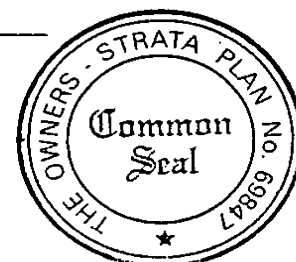
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1.8 "Indemnify" means the Owner indemnifying the Owners Corporation in respect of the use of a Lot in breach of this by-law, including but not limited to the following:

1.8.1 all actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought, or made against the Owners Corporation;

1.8.2 any sum payable by way of increased premiums; and

1.8.3 any costs or damages for which the Owners Corporation is or becomes liable;

1.9 "Lot" means a lot or any part of a lot in the Strata Plan;

1.10 "Occupier" means the legal occupier of a Lot from time to time, including the occupier's agent or employee;

1.11 "Owner" means the registered proprietor of a Lot from time to time, including the registered proprietor's agent or employee;

1.12. "Owners Corporation" means the owners corporation known as The Owners- Strata Plan No. 69847;

1.13. "Residential Tenancy Agreement" means an agreement under which an Owner or Occupier leases, sublets, or licenses a Lot on a commercial basis for a period of 3 consecutive months or more;

1.14. "Security Keys" means a key, magnetic card, or other device or information used on the Common Property to:

1.14.1. open and close security gates, doors, gates, or locks; or

1.14.2. operate alarms, security systems, or communication systems.

1.15 "Short-Term Accommodation" means the provision of temporary accommodation on a commercial basis for a period less than 3 consecutive months, including but not limited to:

1.15.1. Backpackers' accommodation;

1.15.2. Bed and breakfast accommodation;

1.15.3. Hotel or motel accommodation;

1.15.4. Services apartments;

1.15.5. Private hotel;

1.15.6. Boarding house;

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1.15.7. Tourist or visitor accommodation; and

1.15.8. Any other short-term rentals, including but not limited to the use of online services such as Airbnb, Stayz, Gumtree, or similar

1.16. "Statutory Declaration" means a statutory declaration made by an Owner or Occupier in the form required by the Executive Committee having regard to the content of this by-law;

1.17 "Strata Manager" means the strata managing agent engaged by the Owners Corporation from time to time;

1.18. "Strata Plan" means registered strata plan no. 69847;

1.19 "The Plan" means the Warringah Local Environment Plan 2011 as amended from time to time, including any succeeding instrument.

1. Where terms in the by-law are not defined, they have the same meaning those words are attributed under the Act.
2. Owners and Occupiers are prohibited from using , operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, including by advertising the Lot of permitting the Lot to be advertised for Short-Term Accomodation.
3. If the Executive Committee reasonably believes an Owner or Occupier is using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accomodation, the Owners Corporation, via the Executive Committee or strata manager, may:
  - 4.1. Request that tile Owner and/or Occupier provide evidence of their compliance with this by-law, including a copy of their Residential Tenancy Agreement or Council approval. Such evidence must meet the reasonable requirements of the Executive Committee which may include a Statutory Declaration; and/or
  - 4.2. Notify, Council of the potential breach of The Plan and provide Council with all information and evidence needed to assist it to make a determination and take any necessary regulatory action; and/or
  - 4.3 Exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil & Administrative Tribunal in the sum of \$5,500.00 ( as at the date of registration of this by-law and subject to change); and/or

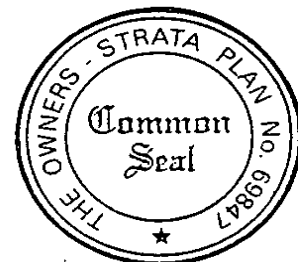
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4.4 Refuse to provide additional Security Keys to the Owner or Occupier; and/or

4.5 De-activate the Owner or Occupiers Security Keys.

5 The Owner and/or Occupier is responsible for and will bear all Costs and Enforcement Costs.

6 The Owner and/or Occupier must promptly repair any damage to any part of the Building directly or indirectly caused by the Owner and/or Occupier's breach of this by-law.

7 Where the Owners Corporation has incurred Costs and/or Enforcement Costs on behalf of an Owner, the Owners Corporation may recover those Costs and/or Enforcement Costs from the Owner, including charging those Costs and/or Enforcement Costs to the Owner's lot account as if they were a contribution under the Act, with all associated rights to recovery under the Act.

8. The Owner and/or Occupier will include a copy of this by-law in every Residential Tenancy Agreement.

9. The Owner Indemnifies and will keep indemnified the Owner Corporation

**SPECIAL BY LAW 14- EXCLUSIVE USE OF MAINTENANCE OF AIR CONDITIONING UNIT  
EXCLUSIVE USE OF MAINTENANCE OF AIR CONDITIONING UNIT 58**

(Exclusive use for maintenance of air conditioning unit which was passed by the Owners Corporation SP 69847 on 26 September 2012)

Proposed amendment by addition of further paragraphs (d) and (e) relating to the installation and maintenance of pot plants adjacent to the air conditioning unit

THAT by special resolution the Owners of Strata Plan 69847 agree to add the following paragraphs (d) and (e) to the existing Exclusive use By-Law:

**Special By-Law – Exclusive Use for Maintenance of Air Conditioning Unit**

The owner or occupier of Lot 58 shall have the right of exclusive use and enjoyment of that part of the common property ("the exclusive use area") on which is located the air conditioning unit, conduits, piping and fixtures (collectively referred to air conditioning unit) servicing his, her or its lot. The owner or occupier shall:-

(a) Ensure that the noise emanating from the compressor does not exceed 69db.

(b) Ensure that the condenser water drains to the downpipe and does not spill over to the common property ground.

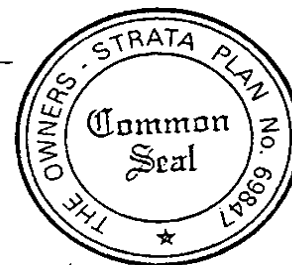
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- (c) Be responsible for the proper maintenance of the air conditioning unit and shall keep it in a state of good and serviceable repair including replacement when necessary.
- (d) Be permitted to place pot plants on the common property so as to screen the air conditioning unit from the view of the owners or occupiers of Lot 58 and at a distance of not more than 1.5 metres from the air conditioning unit.
- (e) Ensure that such pot plants are maintained and placed so as not to endanger any person entering upon the common property for a lawful purpose.
- (f) That any damage caused to the common property area as a result of the pot plants is the responsibility of the Owner of Lot 58 in perpetuity.
- (g) That should access be requires to the immediate area under or around the pot plants then the owner is responsible to move the pot plants for the Owners Corporation.

#### SPECIAL BY LAW 15- MINOR RENOVATIONS

##### Rights

- 1. On the conditions set out in this by-law and with the prior written approval of the strata committee each Owner has the authority to carry out Minor Renovations to the common property in connection with the Owner's lot and, once installed, to maintain the approved Minor Renovations.
- 2. The owners corporation delegates its power to approve Minor Renovations to the strata committee.
- 3. The strata committee, when considering an Owner's proposal to conduct Minor Renovations may impose conditions on any approval and must not unreasonably withhold their approval.

##### Definitions

- 4. In this by-law, the following terms are defined to mean:
  - a. "Act" means the *Strata Schemes Management Act 2015* (NSW);
  - b. "Building" means the building located at INSERT ADDRESS;

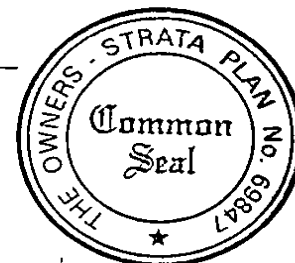
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c. "Minor Renovations" includes work for the purposes of the following:

- i. renovating a kitchen,
- ii. changing recessed light fittings,
- iii. installing or replacing wood or other hard floors,
- iv. installing or replacing wiring or cabling or power or access points,
- v. work involving reconfiguring walls,
- vi. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- vii. installing a rainwater tank,
- viii. installing a clothesline,
- ix. installing a reverse cycle split system air conditioner,
- x. installing double or triple glazed windows,
- xi. installing a heat pump,
- xii. installing ceiling insulation.

but does not include works set out in section 110(7) of the Act such as work involving structural changes, waterproofing, changes to the external appearance of a lot or requiring consent or other approval under any other statute, regulation or the like. :

d. "Owner" means an owner of a lot from time to time in the strata scheme;

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

6. Words importing:

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- a. the singular include the plural and vice versa; and
  - b. a gender includes any gender.
7. 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.

#### **Prior to Conducting the Minor Renovations**

8. An Owner must make an application to the owners corporation for its approval to conduct the Minor Renovations by giving written notice of their proposed works to the owners corporation with the notice to include:
- a. details of the work, including copies of any plans,
  - b. the expected duration and times of the works,
  - c. details of the persons carrying out the work including that person's qualifications to carry out the work, and
  - d. arrangements to manage any resulting rubbish or debris.
9. Prior to conducting the Minor Renovations, the Owner and/or the tradesperson appointed by the Owner to carry out the Works must effect, and provide the owners corporation with certificates of, the following insurances:
- a. contractor's all risk insurance (where applicable);
  - b. workers compensation insurance (where applicable);
  - c. home owners warranty Insurance (where applicable); and
  - d. public liability insurance in the amount of \$10,000,000 including for and in respect of equipment located and/or utilised on common property in execution of the Minor Renovations.

#### **Performance of the Works**

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10. In carrying out or maintaining the Minor Renovations the Owner must:

- a. ensure that the works are completed in a competent and proper manner and in accordance with the Building Code of Australia and relevant Australian Standards;
- b. transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- c. protect all areas of the Building both internal and external to the lot in a manner reasonably acceptable to the owners corporation;
- d. keep all areas of the common property outside the lot clean and tidy;
- e. only perform Minor Renovations at times approved by the owners corporation;
- f. not create noise which causes discomfort, disturbance, obstruction or interference with the activities of any other occupier of the Building;
- g. immediately remove all debris or waste resulting from the Minor Renovations from the Building and the common property;
- h. not vary or replace the Minor Renovations, as agreed to by the strata committee, without the prior written approval of the strata committee; and
- i. ensure that the Minor Renovations do not interfere with or damage the common property, or any lot or property of any other lot owner or occupier (other than as approved in by the strata committee) and if this happens the Owner must rectify that interference or damage within a reasonable period of time.

**Maintenance of the Minor Renovations**

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

**Liability and Indemnity**

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

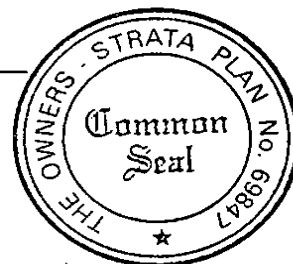
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13. The Owner indemnifies the owners corporation against any legal liability, loss, damage, claim or proceedings that relates to the installation, performance, maintenance, replacement or removal of the Minor Renovations on or from the common property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

#### **Owner's Fixtures**

14. The Minor Renovations shall remain the Owner's fixture.

#### **Cost and Risk of the Works**

15. The Minor Renovations (including their replacement or removal) are undertaken at the cost and risk of the Owner.

#### **Right to Remedy Upon Default**

16. If an Owner fails to comply with any obligation under this by-law, then the owners corporation may:
- a. carry out all work necessary to perform that obligation;
  - b. in accordance with the provisions of the Act enter upon any part of the parcel to carry out that work;
  - c. recover the costs of carrying out that work from the Owner.
17. The costs referred to in paragraph 16(c) of this by-law may include any costs incurred by the owners corporation in carrying out any building repair work, security call-out charges, after hours building management or agency fees, administrative and legal costs to issue correspondence or any notices pursuant to this by-law and any other reasonable cost expended by the owners corporation in rectifying any damage occasioned to the common property by the respective Owner or in enforcing the terms of this by-law against the Owner of the lot.
18. If the costs referred to in paragraph 16(c) of this by-law are not paid at the end of one month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt any costs payable by the Owner pursuant to this by-law, not paid at the end of one month after they become due

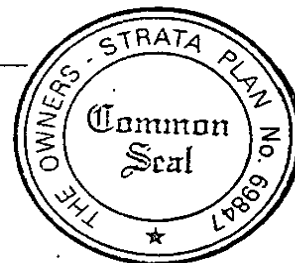
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Authority: STRATA MANAGER



and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

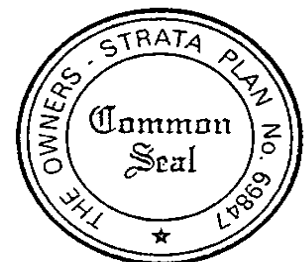
This is page 33 of a total of 33 and is the annexure to the Consolidation/Change of By-Laws form by The Owners – Strata Plan No. 69847

THE SEAL of THE OWNERS – STRATA PLAN NO. 69847 was affixed on the 26<sup>th</sup> day of January 2018 in the presence of the following person(s) authorised by Section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: \_\_\_\_\_

Name(s): NICOLE HOPKINS

Authority: STRATA MANAGER



FILM WITH AN 150140

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.~~

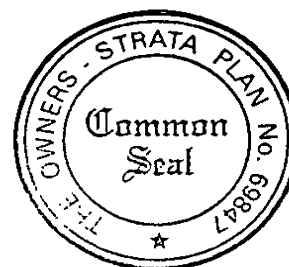
The seal of The Owners - Strata Plan No 64847 was affixed on ^ 26/2/2018 in the  
presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to  
attest the affixing of the seal.

Signature:  Name: NIKKI HOPKINS Authority: STRATA  
MANAGER

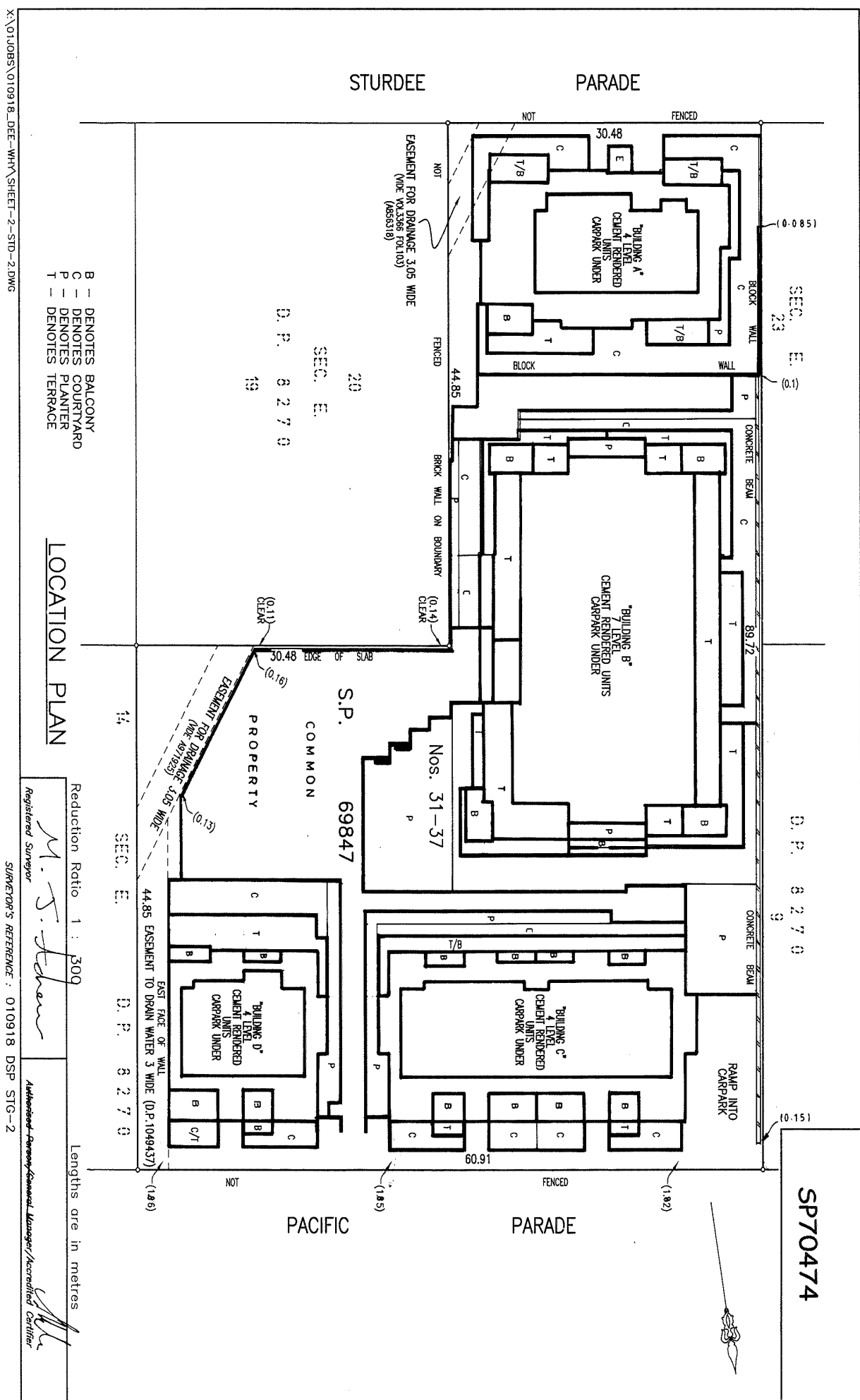
Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

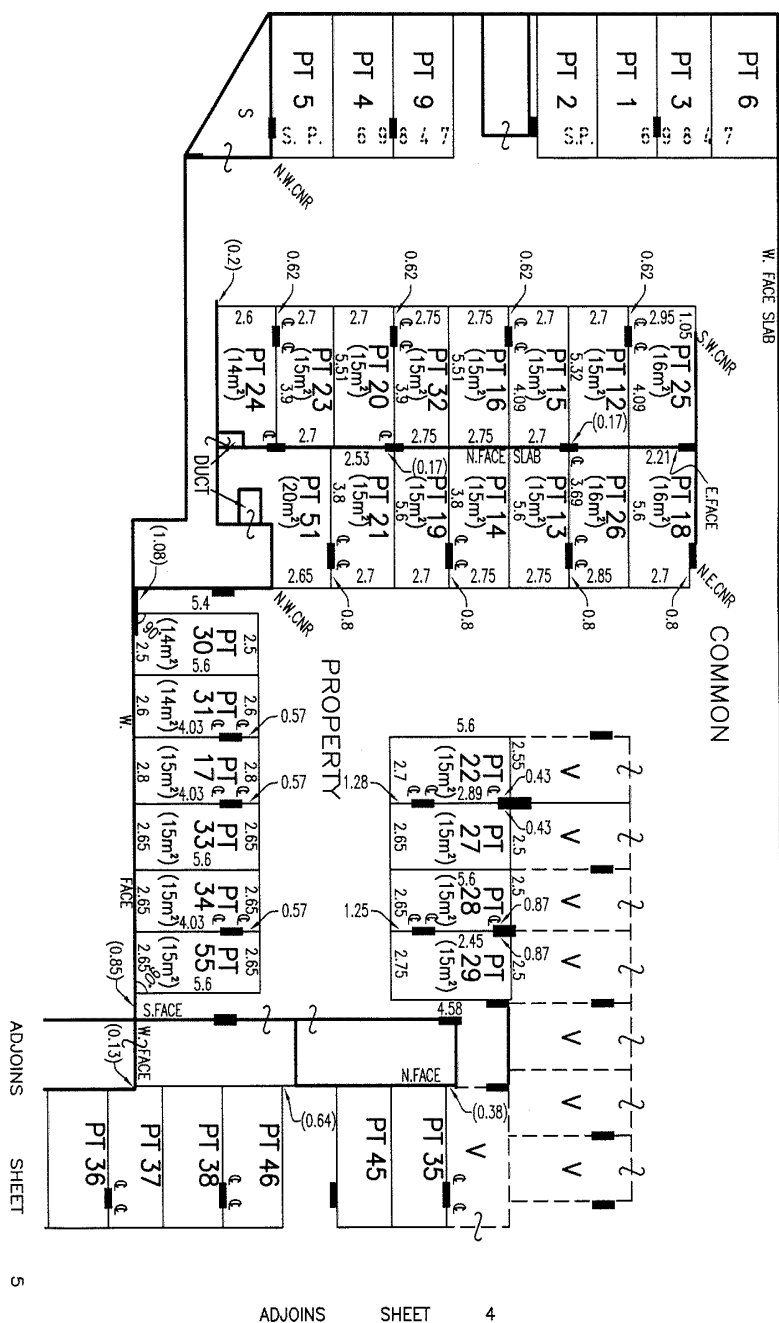
\* Strike through if inapplicable.







SP70474



CS - DENOTES CAR SPACE TO BE ALLOCATED ON FINAL PLAN

BASEMENT  
(CARPARK)

Reduction Ratio	1	200
-----------------	---	-----

Lengths are in metres

Registered Surveyor

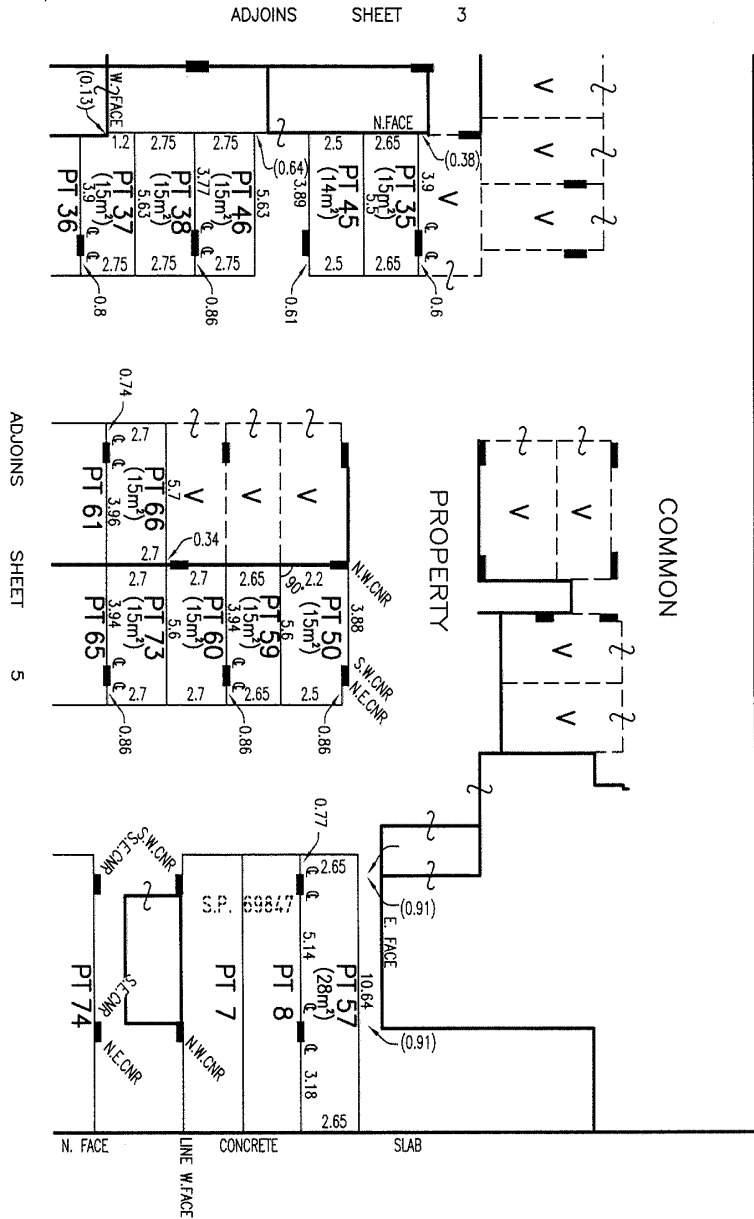
SURVEYOR'S REFERENCE : 010918 DSP STG-2

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 15 Sheets

SP70474



CS - DENOTES CAR SPACE TO BE ALLOCATED ON FINAL PLAN

BASEMENT  
(CARPARK)

Reduction Ratio : 200

Lengths are in metres

Registered Surveyor

*M. S. Shaw*

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 010918 DSP STG-2

X:\01JOBS\010918\_DEE-WHY\BASEMENT-STG-2.DWG



STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 15 Sheets

SP70474

CS - DENOTES CAR SPACE TO BE ALLOCATED ON FINAL PLAN

**BASEMENT  
(CARPARK)**

Reduction Ratio 1 : 200

Lengths are in metres

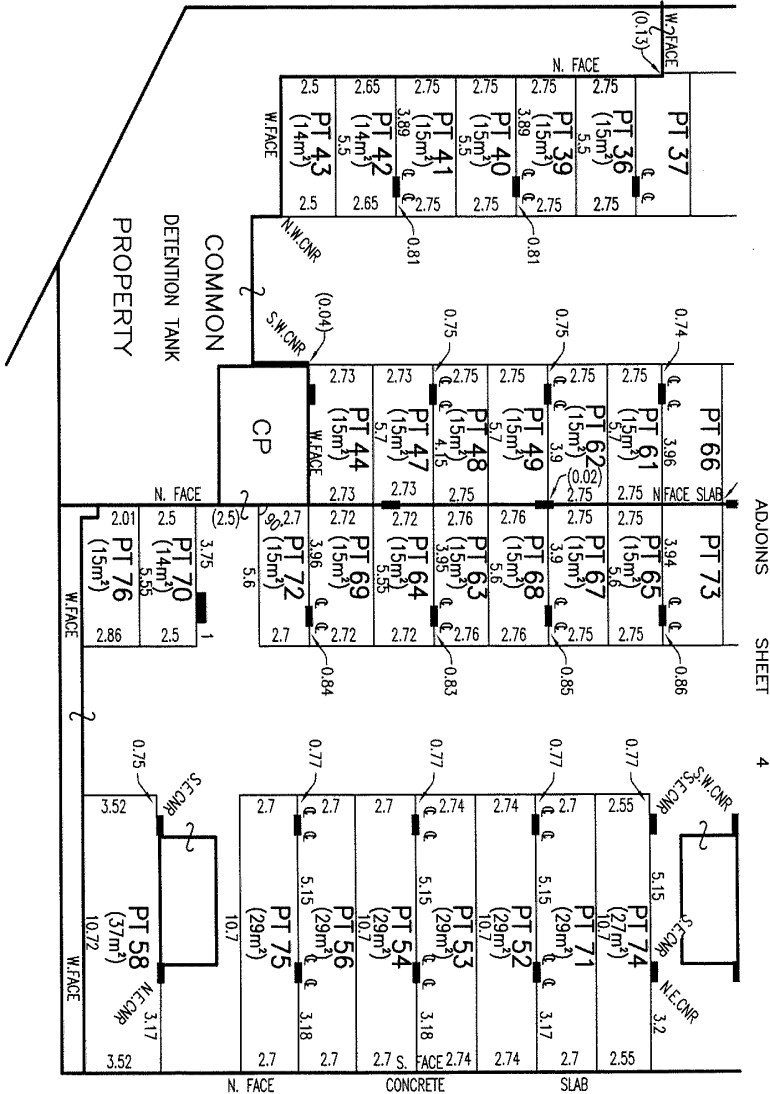
Registered Surveyor

*M.S. Jovan*

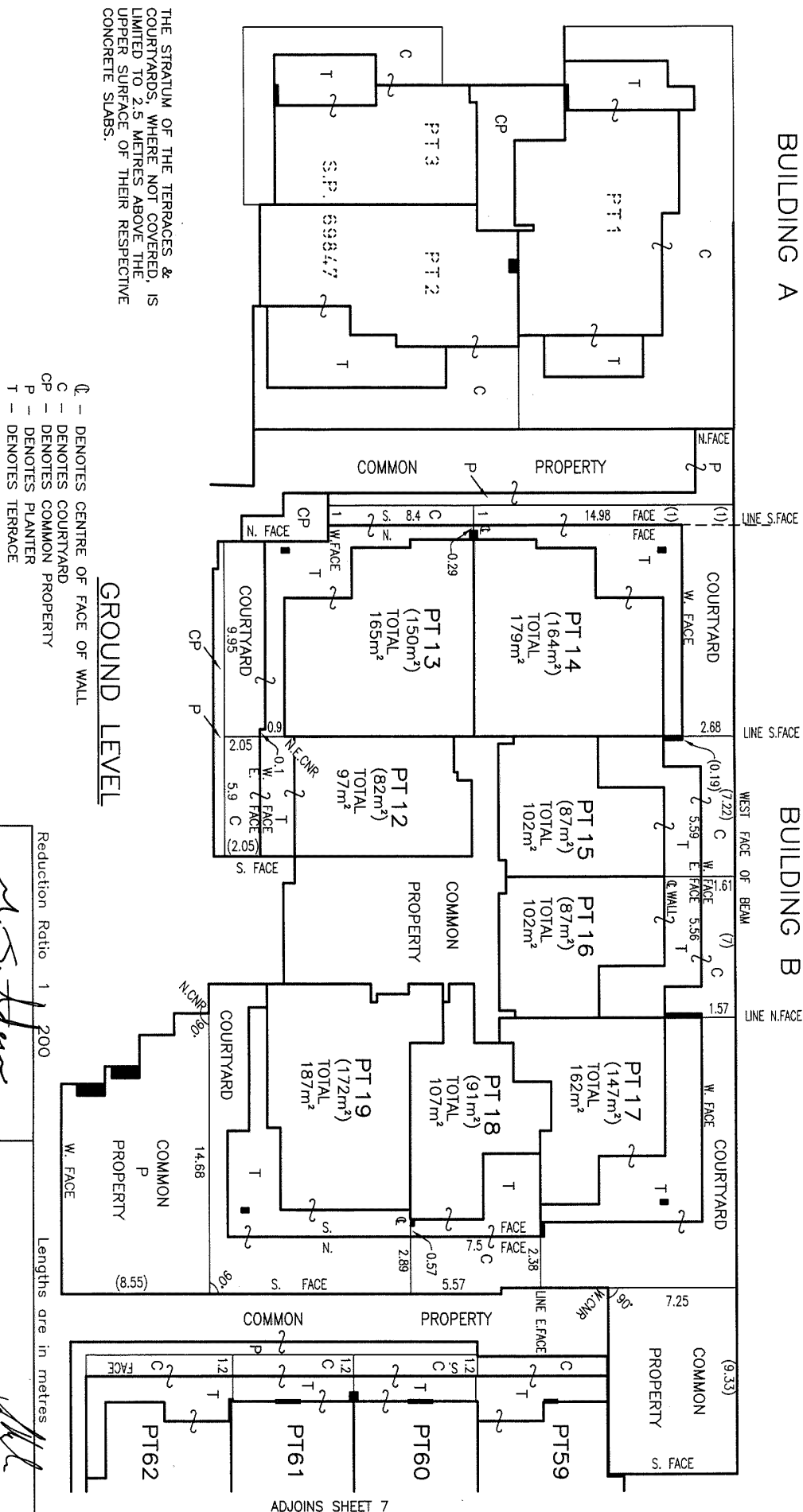
Authorised Person/General Manager/ Accredited Certifier

SURVEYOR'S REFERENCE : 010918 DSP STG-2

X:\01JOBS\010918\_DEE-WHT\BASEMENT-STG-2.DWG



SP70474



X:\01JOBS\010918\_DEE-WHY\GROUND.DWG

Reduction Ratio 1 200

*M. S. Allen*

Registered Surveyor

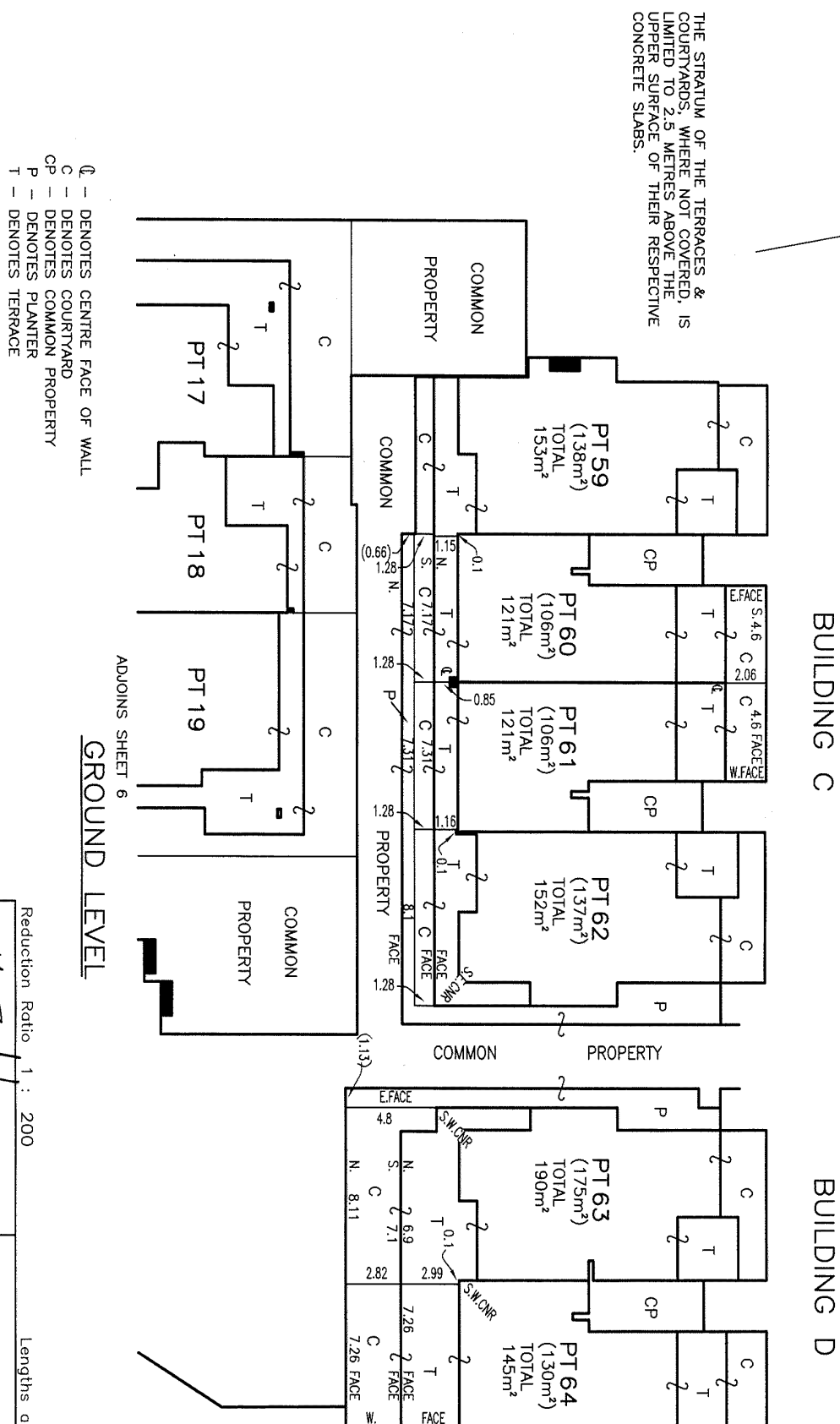
SURVEYOR'S REFERENCE

SURVEYOR'S REFERENCE : 010918 DSP STG-2

Authorized Person/General Manager/Accredited Certifier

ADJOINS SHEET 7

SP70474



X:\01JOBS\010918\_DEE~WHY\GROUND.DWG

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

SURVEYOR'S REFERENCE : 010918 DSP STG-2

~~Authorized Person/General Manager/Accredited Certified~~

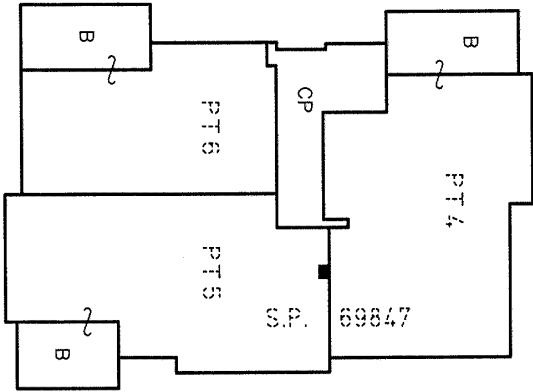
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

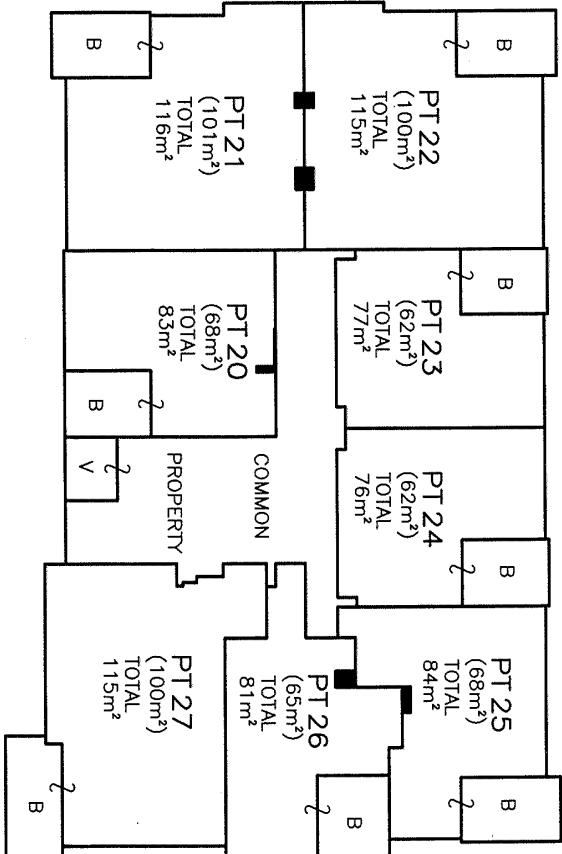
Sheet No. B of 15 Sheets

SP70474

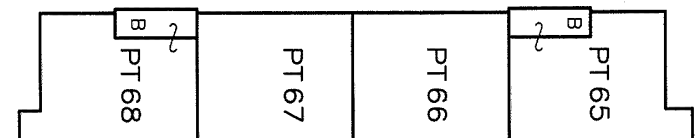
BUILDING A



BUILDING B



LEVEL 1



ADJOINS SHEET 9

CP - DENOTES COMMON PROPERTY  
B - DENOTES BALCONY  
V - DENOTES VOID TO GROUND LEVEL  
  
THE STRATUM OF THE BALCONIES,  
WHERE NOT COVERED, IS LIMITED TO  
2.5 METRES ABOVE THE UPPER  
SURFACE OF THEIR RESPECTIVE  
FLOORS.

X:\JOBS\010918\_DEE-WHY\LEVEL-1.DWG

Reduction Ratio 1:200  
M.S. Adams  
Registered Surveyor  
SUNACTOR'S REFERENCE: 010918 DSP STG-2  
Lengths are in metres  
M.S. Adams  
Authorised Drawing/Control Manager/Accredited Certifier

STRATA PLAN FORM 2

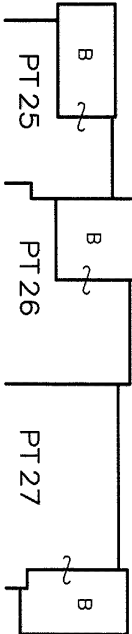
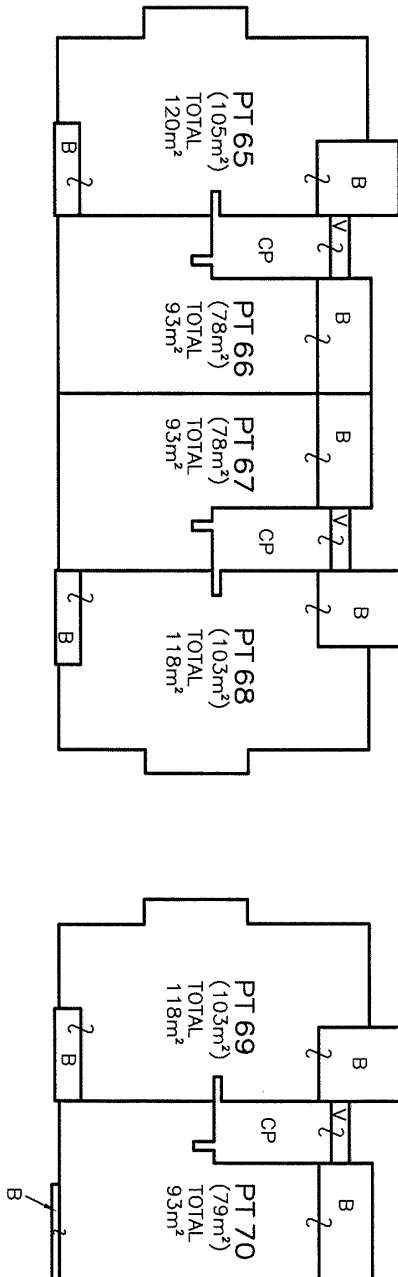
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 9 of 15 Sheets

SP70474

BUILDING C

BUILDING D



ADJOINS SHEET 8

LEVEL 1

THE STRATUM OF THE BALCONIES,  
WHERE NOT COVERED, IS LIMITED TO  
2.5 METRES ABOVE THE UPPER  
SURFACE OF THEIR RESPECTIVE  
FLOORS.

- B - DENOTES BALCONY
- CP - DENOTES COMMON PROPERTY
- V - DENOTES VOID TO GROUND LEVEL

X:\010085\010918\_DEF-WHY\LEVEL-1.DWG

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 010918 DSP STG-2

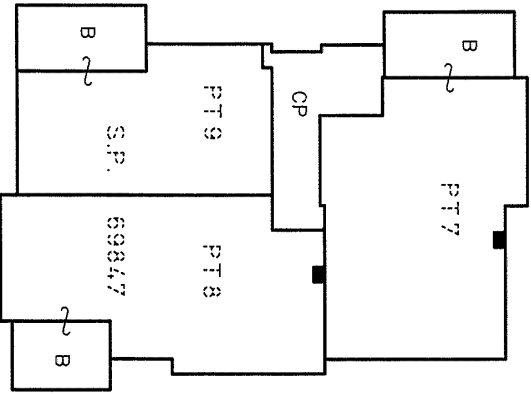
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 10 of 15 Sheets

SP70474

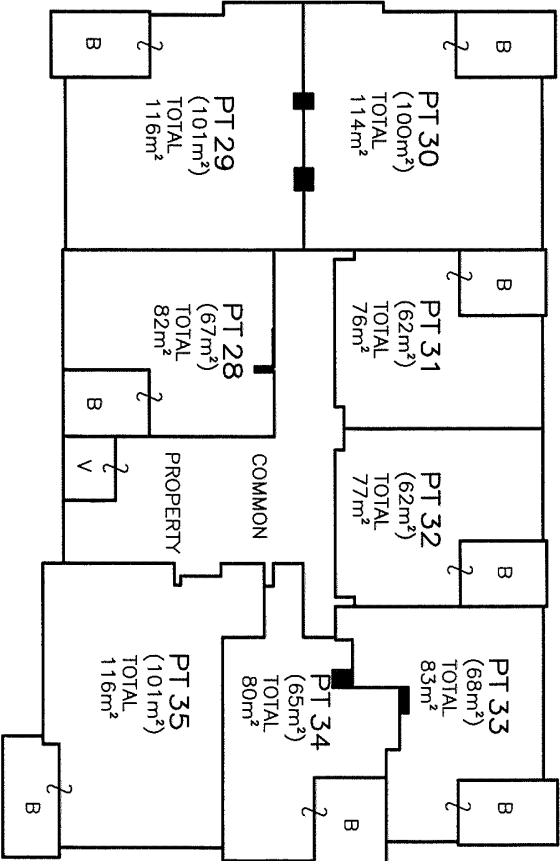
## BUILDING A



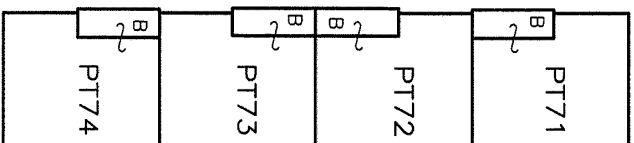
THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

B - DENOTES BALCONY  
V - DENOTES VOID TO GROUND LEVEL

## BUILDING B



## LEVEL 2



ADJOINS SHEET 11

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

*M. S. John*

Authorised Person/General Manager/ Accredited Certifier

*M. S. John*

SURVEYOR'S REFERENCE : 010918 DSP STG-2

X:\010918\010918\_DEF-WHY\LEVEL-2.DWG

STRATA PLAN FORM 2

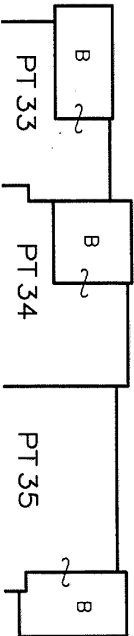
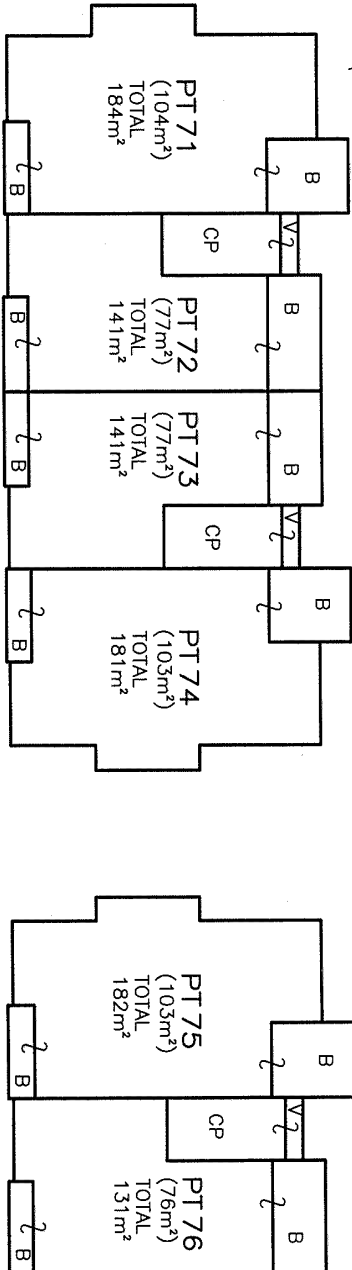
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 11 of 15 Sheets

SP70474

BUILDING C

BUILDING D



ADJOINS SHEET 10

LEVEL 2

NOTE:  
 AREAS BELOW STAIRS INCLUDED IN LOT  
 THE STRATUM OF THE BALCONIES, WHERE  
 NOT COVERED, IS LIMITED TO 2.5 METRES  
 ABOVE THE UPPER SURFACE OF THEIR  
 RESPECTIVE FLOORS.

B - DENOTES BALCONY  
 CP - DENOTES COMMON PROPERTY  
 V - DENOTES VOID TO GROUND LEVEL

X:\010083\010918\_DEC-WHY\LEVEL-2.DWG

Reduction Ratio 1 : 200

lengths are in metres

Registered Surveyor *M. S. Sten*

SURVEYOR'S REFERENCE : 010918 DSP STG-2

Authorised Person/General Manager/Accredited Certifier *Ull*

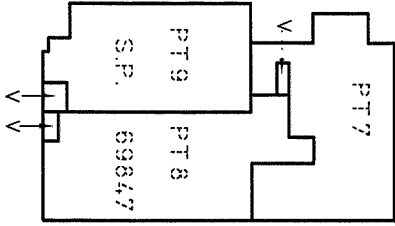
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

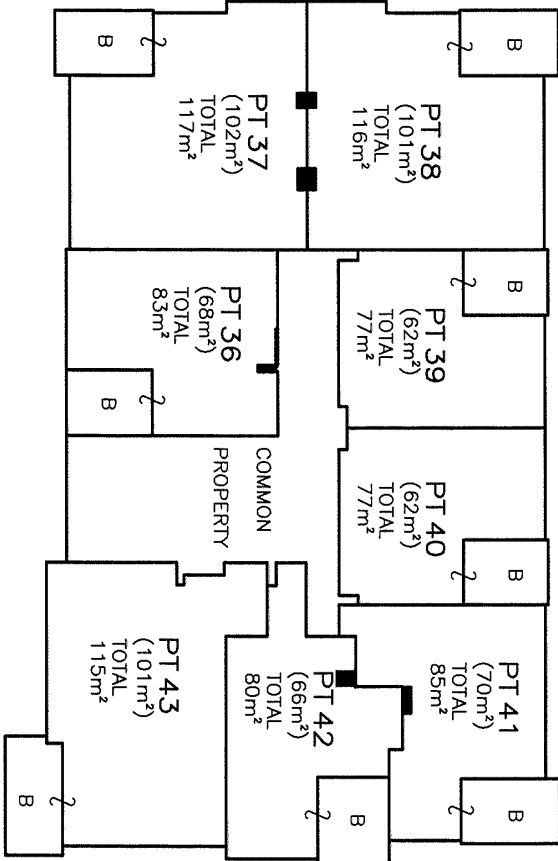
Sheet No. 12 of 15 Sheets

SP70474

BUILDING A



BUILDING B



LEVEL 3

B - DENOTES BALCONY  
 V - DENOTES VOID TO LEVEL 2

THE STRATUM OF THE BALCONIES,  
 WHERE NOT COVERED, IS LIMITED TO  
 2.5 METRES ABOVE THE UPPER  
 SURFACE OF THEIR RESPECTIVE  
 FLOORS.

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor *M. S. Adam*

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

SURVEYOR'S REFERENCE : 010918 DSP STG-2

ADJOINS SHEET 13

X:\010918\010918\_DEF-WH\LEVEL-3.DWG



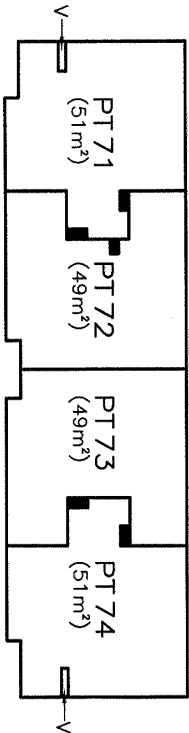
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

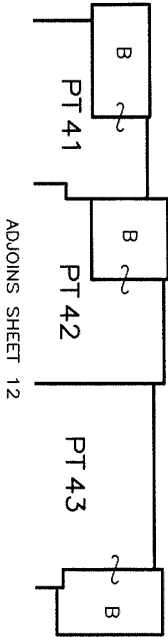
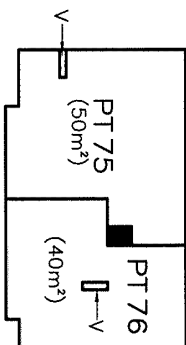
Sheet No. 13 of 15 Sheets

SP70474

BUILDING C



BUILDING D



LEVEL 3

B - DENOTES BALCONY  
V - DENOTES VOID TO LEVEL 2

X:\JOBS\010918\_DEF-WHY\LEVEL-3.DWG

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Authorised Planning Consultant/Manager/Accredited Certifier

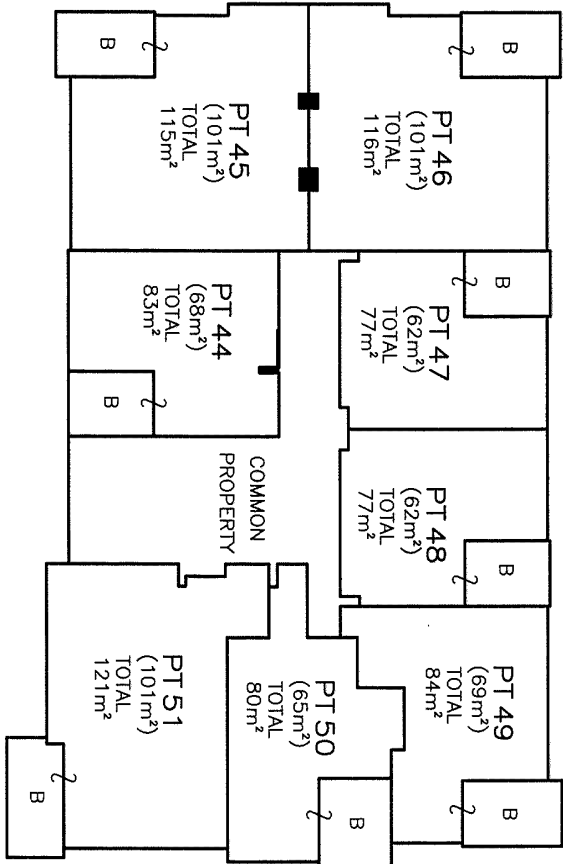
SURVEYOR'S REFERENCE : 010918 DSP STG-2

NOTE:  
STAIRS INCLUDED IN AREA

THE STRATUM OF THE BALCONIES,  
WHERE NOT COVERED, IS LIMITED TO  
2.5 METRES ABOVE THE UPPER  
SURFACE OF THEIR RESPECTIVE  
FLOORS.

SP70474

BUILDING B



LEVEL 4

THE STRATUM OF THE BALCONIES,  
WHERE NOT COVERED, IS LIMITED  
TO 2.5 METRES ABOVE THE UPPER  
SURFACE OF THEIR RESPECTIVE  
FLOORS.

B - DENOTES BALCONY

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor *M. S. Stefan*

Authorised Property Manager/Accredited Certifier *MT*

SURVEYOR'S REFERENCE : 010918 DSP STG-2

X:\ACADATA\_MJR\010918\_DEF-WHY\LEVEL-4-6.DWG

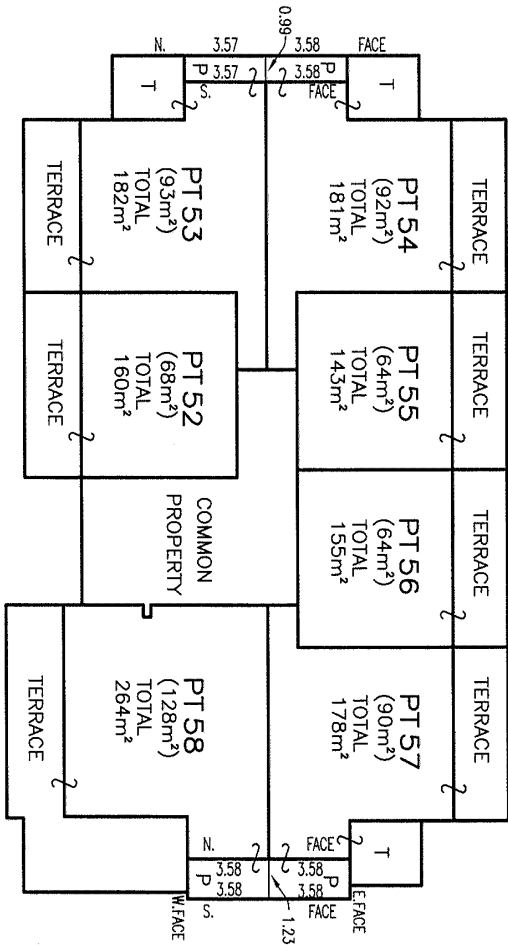
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 15 of 15 Sheets

SP70474

## BUILDING B

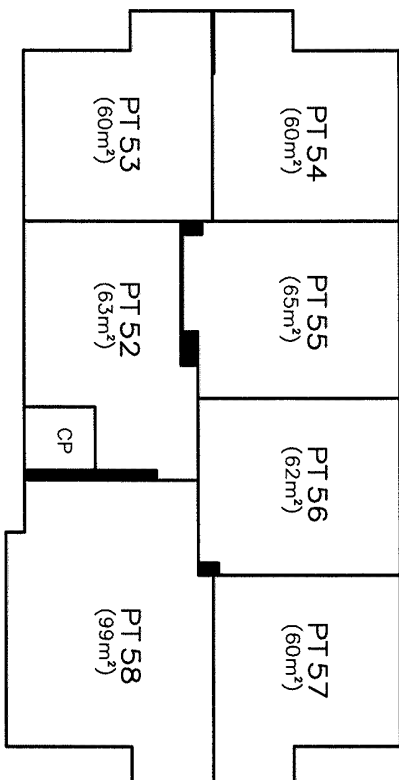


### LEVEL 5

NOTE:  
AREA BELOW STAIRS INCLUDED IN LOT

THE STRATUM OF THE TERRACES & PLANTERS, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

CP - DENOTES COMMON PROPERTY  
T - DENOTES TERRACE



### LEVEL 6

NOTE:  
STAIRS INCLUDED IN AREA

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor  
*M.S. Steden*

Authorised Planning Consultant/Manager/Accredited Certifier  
*M.S. Steden*

SURVEYOR'S REFERENCE : 010918 DSP STG-2

X:\ACADATA\MJR\010918\_DEF-WHY\LEVEL-4-6.DWG



NA 971925

CONSENT OF MORTGAGEE.

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 1925

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. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.

It shall not be necessary to add any other matter necessary to show that the power is effective.

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 1925

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

FORM OF DECLARATION BY ATTESTING WITNESS.

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

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

MEMORANDUM OF TRANSFER of

Acres \_\_\_\_\_ roads \_\_\_\_\_ perches \_\_\_\_\_  
Lots 13 out of Sec. 2 in T.P. 27.

Subs. \_\_\_\_\_  
Municipality \_\_\_\_\_  
Parish \_\_\_\_\_  
Subject to Right of Easement  
Shall be transferred to \_\_\_\_\_

LODGED BY

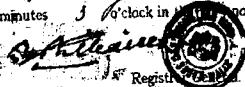


Particulars entered in Register Book, Vol. 26 Fol. 270

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

Nature	No.	Reg'd Prop., M'g, etc.

the 7th day of August 1925  
at \_\_\_\_\_ minutes 5 o'clock in \_\_\_\_\_ noon.



PROGRESS RECORD.

	Author	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Sup't of Engravers		
Cancellation Clerk		
Vol. 3488	Fol. 33	
Diagram Fees		
Additional Police		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Dominion, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public. If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witnesses may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

Transfers in common must receive separate Certificates.

If part only of the land is transferred, a new Certificate must issue, but the old Certificate may remain in the Office or the Transferee may take out a new Certificate for the residue.

00042

3

Rec: PD47299 /DL A856318

9 14 SEP 1922 11:4 AM  
St. Louis, Mo.MEMORANDUM OF TRANSFER  
(REAL PROPERTY ACT, 1900.)I, George Wheeler of St. Louis,  
Farmer

A856318

Certificate  
Total £ 112.00  
11/2/22  
(Trusts must not be disclosed  
in the transfer)a If a fee estate, strike out "in  
fee simple," and interline the  
required alteration.being registered as the proprietor of an estate in fee simple in the land hereinafter described,  
subject, however, to such encumbrances, liens and interests as are notified herein,  
consideration of Seven hundred pounds (£700) (the receipt whereof is hereby acknowledged) paid to me

A856318

Harold Vickery of Sydney, Leather  
Manufacturerb If to two or more, state  
whether as joint tenants  
tenants in common.

do hereby transfer to the transferee

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

c If all the references cannot  
be conveniently inserted, a  
form of statement (obtainable  
at L.P.O.) may be added.  
Any assurance must be signed  
by the parties and their sig-  
natures witnessed.  
These references will refer to  
the whole or part of the land  
certificate to be transferred.  
If part only sold, and being  
let—  
"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  
subdivide the certificate  
and plan mentioned in  
the L. G. Act, 1919, should  
accompany the transfer.d Strike out if unnecessary.  
Covenants should comply  
with section 54 of the  
Conveyancing Act, 1919.  
Here also should be set forth  
any right-of-way or easement  
or exception.  
Any provision in addition to  
or modification of the  
covenants implied by the  
Act may also be inserted.

County.	Parish.	State if Whole or Part.	Vol.	Fol.
Amberland	Manly Cove	Part, and being Lot 211 Section 5 Deposited Plan 3270 and the transferor covenants with the transferee	3026	230

e A very short note will suffice.

## ENCUMBRANCES, &amp;c., REFERRED TO:

Reserving out of the said lot to the transferee,  
the drainage easement of the land as shown on the  
plan deposited plan  
The reservation in the original grant of all mining rights and claims  
the eleventh day of September 1922Signed at Sydney  
Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Signed

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

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

f If signed by virtue of any power of attorney, the original

must be registered, and an attested copy deposited, and the memorandum of non-revocation on page 2 signed  
by the attorney before a witness.g N.B.—Section 117 requires that the above Certificate be signed by the transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a  
penalty of £50, also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and act that of his firm.

No. **A856318** **CONSIST OF MORTGAGEE.**

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

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

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.**  
(To be signed at the time of executing the within instrument.)

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

Signed at **this** day of **192**

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

**FORM OF DECLARATION BY ATTESTING WITNESS.**

appeared before me at **the** day of **one the usum nine** the attesting witness to this instrument, **the person** 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 own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

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

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

**MEMORANDUM OF TRANSFER OF**

Acres **200** perches **200 21 ac E**  
**000270**

**Mr. Harrington**  
Parish **St. Mary's**  
**Hansen Tuckey** Transferee.

**LODGED BY**

**Harold Tuckey**  
**44 Common Law St**  
**Bury**

Particulars entered in Register Book, Vol. **2026** Fol. **230**

the **14** day of **September** 1921  
at **32** minutes of **11** o'clock in the **noon**.

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M'v'gov, etc.

**PROGRESS RECORD**

Seen by Survey Branch	<b>18 SEP 1921</b>
Received from Records	<b>20 9 22</b>
Draft written	<b>20 9 22</b>
Draft examined	<b>20 9 22</b>
Diagram prepared	<b>20 9 22</b>
Diagram examined	<b>20 9 22</b>
Draft forwarded	<b>22 SEP 1922</b>
Supt. of Engravers	<b>22 SEP 1922</b>
Cancellation Clerk	<b>22 SEP 1922</b>
Vol. <b>3366</b>	Fol. <b>103</b>
Diagram Fees	
Additional Folios	

The parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-Consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

Tenants in common must receive separate Certificates.

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

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED ON EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



R.P. 15A. No. **J 810978**  
New South Wales

**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900.)

Pass: 1  
23 2 13/10/03 Assignment  
Endorsement



28.10.04

(This must not be detached from the transfer)

Any stamp or handwriting on this document should not be altered in any way. Handwriting should be clear and legible and in permanent black non-erasing ink.

**ANNUNZIATA FORMICA** of Des Why, Widow

\* If a line estate, state "in fee simple" and indicate the required attention.

(herein called transferor)  
being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **THREE THOUSAND TWO HUNDRED AND FIFTY POUNDS**

(£ 3,250 ---) (the receipt whereof is hereby acknowledged) paid to me by

**VINCENZO FORMICA, ANTHONY FORMICA, GEOFFREY FORMICA and LENA PANETTA**

do hereby transfer to

\* Show in BLOCK LETTERS the full names, postal address and description of the premises being sold, and if more than one, whether they hold as joint tenants or tenants in common.

**VINCENZO FORMICA, Fruiterer, ANTHONY FORMICA, Engineer, GEOFFREY FORMICA, Engineer AND LENA PANETTA, Married Woman, all care of 351A Barrenjoey Road, Newport Beach (herein called transferees) as tenants in common in equal shares** (herein called transferees)

\* The description may refer to the defined portion of the land in a certificate or grant (e.g. "Land being parcel of the transfer number 1") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General (e.g. "land being Lot 1").

Unless authorized by Reg. 28 Conveyancing Act, Regulations, 1981 a plan may not be annexed to or endorsed on this transfer form.

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Pat.	
Cumberland	Manly Cove	Whole	3366	103	



And the transferee covenants (a) with the transferor:

AND the transferees for themselves their executors administrators and assigns hereby covenant with the transferor and her executors administrators and assigns for the benefit of the adjoining Lot 20 Section E Deposited Plan No. 8270 owned by the transferor but only during the ownership thereof by the transferor her executors administrators and assigns other than purchasers on sale that no fence shall be erected on the property hereby sold to divide it from such adjoining land and no fence for the time being thereon shall be repaired without the consent of the transfer her executors administrators or assigns but such consent shall not be withheld if such fence is erected or repaired without expense to the transferor her executors administrators or assigns or in favour of any person dealing with the purchasers or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected and this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land.

4. Strike out if unnecessary, or suitably adjust.

(1) If any covenants are to be created or any exceptions to be made; or

(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.

ENCUMBRANCES, &c., REFERRED TO:

Reservations of all mines of gold and of silver  
A 856318 - easement for drainage

\* A very short note will suffice.

4-107-2 X 1168-2

If the Transferee or Transferees sign 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."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Justice of the Peace, 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 having received an affirmative answer to each of the questions set out in Sec. 108 (1) (d) of the Real Property Act should sign the certificate at the foot of this page.

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 Director of Titles of such Dominion, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for Affidavits for New South Wales, or Mayor or Chief Officer of any municipality 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 a British Consular Officer or Australian Consular Officer exercising his functions in that 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, Navy, Military, Charge d'Affaires, Secretary of Embassy or Legation, Consul General, Acting Consul General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pre-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Consul General, Consul, Charge d'Affaires, Consul or Secretary of an Embassy, High Commissioner's Office or Legation, Consul General, Consul, Vice-Consul, Trade Commissioner and Consul Agent and includes a person appointed to hold or act in the office of Consul, Official Secretary or Consular Official Secretary at the Australian Consulate-General in Hong Kong or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Information Office, London), who should affix his seal of office, or the attesting witness may make a declaration of the fact of execution thereof before one of such persons (who should sign and affix his seal to each declaration), or such other person as the said Chief Justice may appoint.

(d) in any other place by signing or acknowledging before the Registrar General, or Deputy Registrar General, or a Justice of the Peace, 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 having received an affirmative answer to each of the questions set out in Sec. 108 (1) (d) of the Real Property Act should sign the certificate at the foot of this page.

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Signed at Perth the 26<sup>th</sup> day of October 19 64

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

[Signature]

[Signature] Transferor.

Signed in my presence by the transferee a

WHO IS PERSONALLY KNOWN TO ME

[Signature]

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

VF [Signature]

RF [Signature]

GF [Signature]

LP [Signature]

Transferees

#### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed in the presence of—

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

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand \_\_\_\_\_ 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.

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

F.R.S.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and requires any person likely or negligently certifying thereto is a guarantor of (25); also to damages recoverable by parties injured. Compliance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only upon 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 provision by the Transferee or is subject to a mortgage, caveat, or lease, the Transferee must accept personally.

No alterations should be made by anyone. The words reported should be scored through with the pen, and those substituted written over them, the alteration being marked by signature or initials in the margin, or noted in the attestation.

No. **J 810978**

LODGED BY **PRIDDLE COSLING DALRYMPLE & SYLLAR**

**Solicitors, 17 Castlereagh St.,  
SYDNEY. 28-4641.**

**FEES.**

The Fees, which are payable on lodgment, are as follows:—  
(a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant otherwise £1. Where such instrument is to be entered on more than one folio of the register, an additional charge of 6d. is made for every Certificate of Title or Crown Grant after the first.  
(b) A supplementary charge of 4s. is made in each of the following:—  
(i) Where a restrictive covenant is imposed; or  
(ii) A new easement is created; or  
(iii) A partial discharge of mortgage is endorsed on the transfer.

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging document.

1. *cf*  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_  
6. \_\_\_\_\_

Received by \_\_\_\_\_  
Name \_\_\_\_\_

Receiving Clerk \_\_\_\_\_

**PARTIAL DISCHARGE OF MORTGAGE.  
(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 discharge is given in full of the whole of the land in the mortgage. The mortgagee should ensure a formal discharge when the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or in 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.

INDEXED	MEMORANDUM OF TRANSFER
<i>[initials]</i>	<i>Subj to Cert</i>
Entered by <i>[initials]</i>	Particulars entered in Register Book.
Passed (in S.D.B.) by	<b>M.P.D.</b>
Signed by <i>[initials]</i>	on <i>23. 11. 1964</i>
	at <i>in a clerk</i>
	<i>[Signature]</i> Registrar-General.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

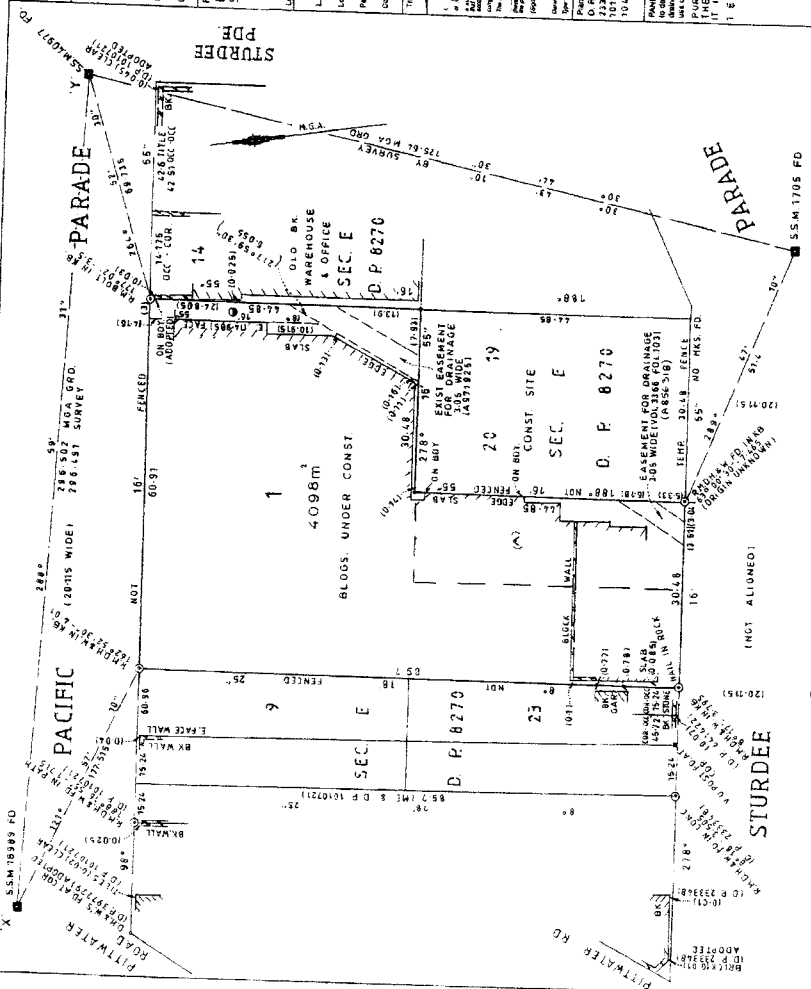
PROGRESS RECORD.	
	Initials. Date.
Sent to Surrey Branch	
Received from Records	
Draft written	
Draft examined	
Diagram prepared	
Diagram examined	
Draft forwarded	
Supdt. of Engrs. & Conc.	
Conciliation Clerk	
Vol.	Vol.

*letter sent 4/10*

[illegible][illegible][illegible]

010918 CONSOL  
SURVEYOR'S EXPERIENCE

**Plan Drawing only to appear in this space**




MARK	MGA. CO-ORDINATES		ZONE	CLASS	ORDER
	EASTING	NORTHING			
55A1705	717132.6750	676380.7985	56	B	U
55A1710	707130.0336	676380.0450	56	C	U
55A1687	711110.372	676372.966	56	B	U

SOURCE MGA. CO-ORDINATES ADOPTED FROM SCIMS  
ON 21.1.03

120	140	150	160	170	Table of min	210	220	230	240	250	260
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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1049437

Registered:  20.3.2003  
The System: TO R R R E N S  
Purpose: CONSOLIDATION  
Net Map: U1850 - 64  
Last Price: O. P. 8270

PLAN OF CONSOLIDATION OF  
LOTS 10, 11, 12, 13, 21 & 22  
SECTION E O. R. 8270

Language and its relatives      Production Group 1: 600

LGA: WARRINGAH  
Locality: DEE WHY  
Parish: MANLY COVE  
County: CUMBERLAND

[illegible]

Source: U.S. Census Bureau, *Current Population Reports*, 1990.  
 \*Percentages are based on the total population of the United States.  
 \*\*Percentages are based on the total population of the United States.  
 \*\*\*Percentages are based on the total population of the United States.

PANEL FOR USE ONLY for statements of intention  
 dedicate public roads, to create public reserves,  
 drainage reserves, easements, right-of-ways on the  
 basis of or for positive covenants  
 URGENT TO SECTION 8101 OF  
 THE CONVEYANCING ACT 1919  
 IS INTENDED TO CREATE  
 EASEMENT TO DRAIN WATER  
 3 WIDE.

## Northern Beaches Council Planning Certificate – Part 2

**Applicant:** Pei Legalink& Co  
Suite 7 -3 Trelawney St  
EASTWOOD NSW 2122

**Reference:** 200626  
**Date:** 13/08/2020  
**Certificate No.** ePLC2020/4940

**Address of Property:** A 7/24-26 Sturdee Parade DEE WHY NSW 2099  
**Description of Property:** Lot 7 SP 69847

---

## Planning Certificate – Part 2

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

### **1. Relevant planning instruments and Development Control Plans**

**1.1 The name of each environmental planning instrument that applies to the carrying out of development on the land:**

**1.1a) Local Environmental Plan**

Warringah Local Environmental Plan 2011

**1.1b) State Environmental Planning Policies and Regional Environmental Plans**

State Environmental Planning Policy 19 – Bushland in Urban Areas  
State Environmental Planning Policy 21 – Caravan Parks  
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 No 70—Affordable Housing (Revised Schemes)  
State Environmental Planning Policy (Affordable Rental Housing) 2009  
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 (Housing for Seniors or People with a Disability) 2004  
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

Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

## **1.2 Draft Environmental Planning Instruments**

The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

### **1.2 a) Draft State Environmental Planning Policies**

Draft State Environmental Planning Policy (Environment)

Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019

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

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

### **1.2 b) Draft Local Environmental Plans**

#### **Planning Proposal - Freshwater Village Carpark Reclassification**

**Applies to land:** Oliver Street carpark and Lawrence Street carpark, Freshwater

**Outline:** Amends WLEP 2011 to:

- Amend Schedule 4 Part 1 to include reference to the land
- Amend LZN\_010 map to change the zoning from RE1 - Public Recreation to SP2 - Infrastructure
- Amend HOB\_010 map to implement a maximum height of building of 3 metres.

**Council resolution:** 27 November 2018

**Gateway determination:** 23 September 2019

## **1.3 Development Control Plans**

The name of each development control plan that applies to the carrying out of development on the land:

Warringah Development Control Plan 2011

## **2. Zoning and land use under relevant Local Environmental Plans**

For each environmental planning instrument or proposed instrument referred to in Clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

### **2.1 Zoning and land use under relevant Local Environmental Plans**

#### **2.1 (a), (b), (c) & (d)**

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

## **EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011**

### **Zone R3 Medium Density Residential**

#### **1 Objectives of zone**

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that medium density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.
- To ensure that medium density residential environments are of a high visual quality in their presentation to public streets and spaces.

#### **2 Permitted without consent**

Home-based child care; Home occupations

#### **3 Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Home businesses; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Veterinary hospitals

#### **4 Prohibited**

Pond-based aquaculture; Any other development not specified in item 2 or 3

#### **Additional permitted uses**

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

Nil

#### **(e) Minimum land dimensions**

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

#### **(f) Critical habitat**

The land does not include or comprise critical habitat.

### **(g) Conservation areas**

The land is not in a heritage conservation area.

### **(h) Item of environmental heritage**

The land does not contain an item of environmental heritage.

### **2.2 Draft Local Environmental Plan - if any**

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

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

### **2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

The *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* does not apply to the land.

### **3. Complying Development**

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

#### **a) Housing Code**

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

#### **b) Rural Housing Code**

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

#### **c) Low Rise Housing Diversity Code**

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

#### **d) Greenfield Housing Code**

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

#### **e) Housing Alterations Code**

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

#### **f) General Development Code**

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



#### **g) Commercial and Industrial Alterations Code**

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

#### **h) Commercial and Industrial (New Buildings and Additions) Code**

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on all of the land.

#### **i) Container Recycling Facilities Code**

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

#### **j) Subdivisions Code**

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

#### **k) Demolition Code**

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

#### **l) Fire Safety Code**

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

#### **m) Inland Code**

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

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

### **4, 4A (Repealed)**

### **4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

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

### **5. Mine Subsidence**

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

### **6. Road widening and road realignment**

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

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

## **7. Council and other public authority policies on hazard risk restriction**

- (a) Council has adopted a number of policies with regard to various hazards or risks which may restrict development on this land. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below (other than flooding – see 7A):

Nil

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

Nil

## **7A. Flood related development control Information**

- (1) Development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.
- (2) Development on the land or part of the land for any other purpose is subject to flood related development controls.

## **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.

### **Draft Northern Beaches Bush Fire Prone Land Map 2018**

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.

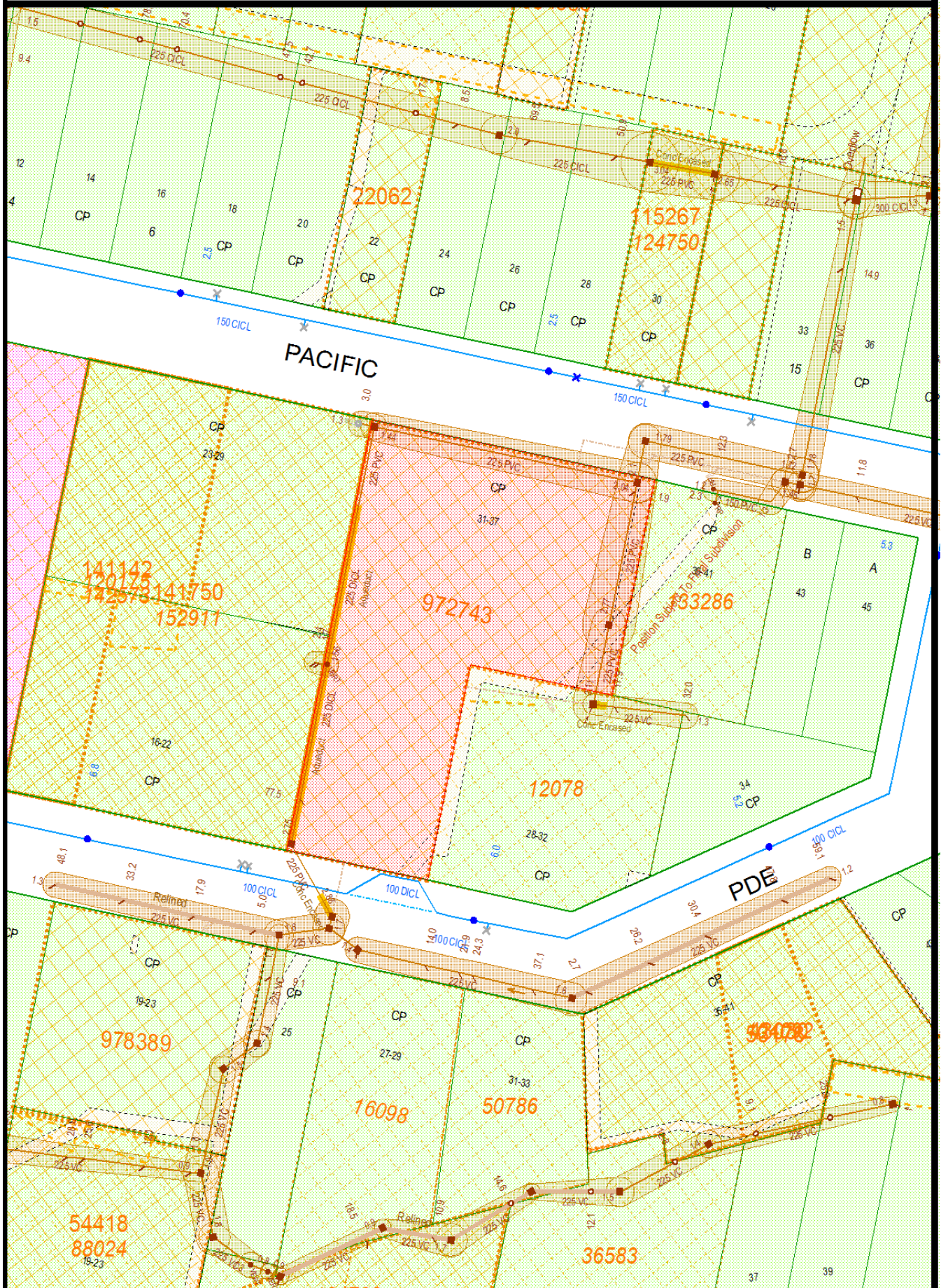
A handwritten signature in black ink, appearing to read 'Ray Brownlee', with a long horizontal stroke extending to the right.

**Ray Brownlee PSM**  
**Chief Executive Officer**

**13/08/2020**







NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

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### Possession & 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? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies 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 and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

10. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. 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?

### Survey & Building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
13. 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.
14. In respect of the property and the common property:
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989*.



15. 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?
16. If a swimming pool is on the common property:
  - (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
17.
  - (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations, Notices and Claims**

18. In respect of the property and the common property:
  - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any resumption or acquisition or proposed resumption or acquisition?
    - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (v) any realignment or proposed realignment of any road adjoining them?
    - (vi) any contamination of them?

**Owners Corporation Management**

19. Has the initial period expired?
20. If the property includes a utility lot, please specify the restrictions.
21. If there are any applications or orders under Chapter 5 of the Act, please provide details.
22. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

**Capacity**

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

**Requisitions & Transfer**

24. 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.
25. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
26. The purchaser reserves the right to make further requisitions prior to completion.
27. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.
28. 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.