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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Morton Real Estate Sydney** **Shop 25, 7 Macquarie Street, Sydney NSW 2000** **Email: ettiene@morton.com.au**	**Phone: 1300 858 221** **Ref: Ettiene West**
co-agent		
vendor	**Cassandra L Bonner**	
vendor's solicitor	**Conveyancing Solutions & Legal Pty Ltd** **Suite 506, 3 Waverley Street, Bondi Junction NSW 2022** **PO Box 1502, Bondi Junction NSW 1355** **Email: david@conveyancingsolutions.com.au**	**Phone: 02 9387 2111** **Fax: 02 9387 2133** **Ref: DK:16709**
date for completion	**35 days after the date of this contract** (clause 15)	
land (address, plan details and title reference)	**Apartment 111, 148 Goulburn Street, Surry Hills NSW 2010** **Lot 28 in Strata Plan 73236** **Folio Identifier 28/SP73236**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ blinds	☒ dishwasher	☒ light fittings	☒ stove
	☒ built-in wardrobes	☒ fixed floor coverings	☒ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☒ other: Air conditioner, Clothes dryer		

exclusions		
purchaser		
purchaser's solicitor		
price	**$**	
deposit	**$** _____	(10% of the price, unless otherwise stated)
balance	**$**	
contract date		(if not stated, the date this contract was made)
buyer's agent		

vendor	**GST AMOUNT** (optional) The price includes GST of: $	**witness**
purchaser ☐ JOINT TENANTS	☐ tenants in common	☐ in unequal shares **witness**

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Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3) ☒ NO ☐ yes

Nominated *Electronic Lodgement Network* (ELN) (clause 30):

Electronic transaction (clause 30) ☐ no ☒ YES

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

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

Land tax is adjustable ☒ NO ☐ yes

GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment* (residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further details)

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

***GSTRW payment* (residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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List of Documents

General

☒ 1 property certificate for the land
☒ 2 plan of the land
☐ 3 unregistered plan of the land
☐ 4 plan of land to be subdivided
☐ 5 document that is to be lodged with a relevant plan
☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
☐ 7 additional information included in that certificate under section 10.7(5)
☒ 8 sewerage infrastructure location diagram (service location diagram)
☒ 9 sewer lines location diagram (sewerage service diagram)
☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
☐ 11 *planning agreement*
☐ 12 section 88G certificate (positive covenant)
☐ 13 survey report
☐ 14 building information certificate or building certificate given under *legislation*
☐ 15 lease (with every relevant memorandum or variation)
☐ 16 other document relevant to tenancies
☐ 17 licence benefiting the land
☐ 18 old system document
☐ 19 Crown purchase statement of account
☐ 20 building management statement
☒ 21 form of requisitions
☐ 22 *clearance certificate*
☐ 23 land tax certificate

Home Building Act 1989

☐ 24 insurance certificate
☐ 25 brochure or warning
☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

☐ 27 certificate of compliance
☐ 28 evidence of registration
☐ 29 relevant occupation certificate
☐ 30 certificate of non-compliance
☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

☒ 32 property certificate for strata common property
☒ 33 plan creating strata common property
☒ 34 strata by-laws
☐ 35 strata development contract or statement
☐ 36 strata management statement
☐ 37 strata renewal proposal
☐ 38 strata renewal plan
☐ 39 leasehold strata - lease of lot and common property
☐ 40 property certificate for neighbourhood property
☐ 41 plan creating neighbourhood property
☐ 42 neighbourhood development contract
☐ 43 neighbourhood management statement
☐ 44 property certificate for precinct property
☐ 45 plan creating precinct property
☐ 46 precinct development contract
☐ 47 precinct management statement
☐ 48 property certificate for community property
☐ 49 plan creating community property
☐ 50 community development contract
☐ 51 community management statement
☐ 52 document disclosing a change of by-laws
☐ 53 document disclosing a change in a development or management contract or statement
☐ 54 document disclosing a change in boundaries
☐ 55 information certificate under Strata Schemes Management Act 2015
☐ 56 information certificate under Community Land Management Act 1989
☐ 57 disclosure statement - off-the-plan contract
☐ 58 other document relevant to off-the-plan contract

Other

☐ 59

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

BCS Strata Management
Locked Bag 22, Haymarket NSW 1238
Email: LevyEnquiries@picagroup.com.au
Tel: 82160397

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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.

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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.

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WARNINGS

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

APA Group	**NSW Department of Education**
Australian Taxation Office	**NSW Fair Trading**
Council	**Owner of adjoining land**
County Council	**Privacy**
Department of Planning, Industry and Environment	**Public Works Advisory**
Department of Primary Industries	**Subsidence Advisory NSW**
Electricity and gas	**Telecommunications**
Land & Housing Corporation	**Transport for NSW**
Local Land Services	**Water, sewerage or drainage authority**

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.**

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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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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*.

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2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

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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 –

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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*.

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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*.

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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.

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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.

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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

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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 earnt 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

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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.

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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;

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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*.

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30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and

30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ECNL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

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.*

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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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Conditions of Sale by Auction

Part 3, Clause 15 of the Property and Stock Agents Regulation 2014

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

(a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences (but not if the auction relates solely to livestock).

(b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.

(c) The highest bidder is the purchaser, subject to any reserve price.

(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

(e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.

(f) A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

(g) A bid cannot be made or accepted after the fall of the hammer.

(h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

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

(a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.

(b) Subject to subclause (3), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.

(c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

(3) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator—

(a) More than one vendor bid may be made to purchase the interest of a co-owner.

(b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

(4) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock—The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price—

(a) if that amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or

(b) if that amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of that amount,

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

ADDITIONAL CONDITIONS IN CONTRACT FOR THE SALE OF LAND BETWEEN

Cassandra L Bonner (Vendor/s) and

(Purchaser/s)

ENTIRE AGREEMENT

1.1 The Purchaser acknowledges that he does not rely on any warranty or representation made by the Vendor or the vendor's Agent except as are expressly provided for in this contract (including the annexures hereto).

1.2 The Purchaser further acknowledges that he has relied entirely upon his own enquiries and inspections made before entering into this contract.

LATENT AND PATENT DEFECTS

2.1 The Property is sold in its present condition and state of repair and with all defects, if any, whether latent or patent.

2.2 The Purchaser shall not be entitled to make any requisitions, objections or claims for compensation in respect of the condition of the Property.

2.3 The Vendor whilst continuing in possession of the Property will use the same with all reasonable care PROVIDED HOWEVER that the Vendor's obligation as to appliances installed upon or within the Property shall be limited to normal repairs maintenance and servicing and not extended to replacement in the event of total breakdown unless such breakdown is occasioned by the neglect or willful damage of the Vendor.

2.4 The Purchaser represents and warrants that before entering into this contract, the Purchaser has inspected the Property and agrees to purchase the Property on an 'as is, where is' basis.

2.5 Notwithstanding anything hereinbefore contained, the Purchaser shall take Title subject to the existing (or lack of) water, sewerage, drainage, gas, electricity and other installations and services and shall not make any objection thereto or make any requisition or claim for any compensation in respect thereof.

AMENDMENT TO STANDARD CONDITIONS - The contract is amended as follows:

3.1 General Condition 7.1.1 is amended by deleting "5%" and inserting in its place "1%".

3.2 General Condition 13.7.3 is to be inserted as follows:

"13.7.3 This clause is an essential term of the Contract and shall not merge on completion."

3.3 Substitute paragraph 14.4.2 with "The amount to be adjusted for land tax is the amount actually assessed in respect of the land by virtue of the ownership of the land by the Vendor"

3.4 General Condition 23.9.1is deleted.

3.5 General Condition 23.13 is amended by deleting the word "vendor" and replace it with the word "purchaser".

3.6 General Condition 23.14 is amended by deleting the numeric "7" and replace it with the numeric "2".

3.7 General Condition 23.17 is deleted.
3.8 General Condition 25 is deleted.
3.9 General Condition 31.4 is deleted.

PARTICULARS OF TITLE AND TRANSFER

4.1 The Purchaser acknowledges that, unless otherwise advised by the Vendor, sufficient particulars of title for the preparation of a transfer of the Land are contained in this contract.

4.2 The Purchaser shall not require the Vendor to provide any further Statement of Title.

PURCHASER'S WARRANTY IN RESPECT OF THE AGENT

5. The Purchaser acknowledges and warrants to the Vendor that he or she was not introduced directly or indirectly to either the Vendor or the property by any person or agent other than the agent referred to on the front page of this contract and the Purchaser hereby agrees to indemnify and keep indemnified the Vendor from and against any claim or demand for commission or remuneration by any such person or agent other than the Vendor's Agent as a result of the Purchasers breach of this warranty. It is acknowledged that this clause shall not merge on completion.

INTEREST - DELAYED COMPLETION

6.1 If for any reason except the neglect or default of the Vendor, the purchase is not completed on or before the completion date or the purchase price or any part thereof is not paid on its due date, the Purchaser shall on completion, in addition to the balance of the purchase money, pay interest on the balance of the purchase price from but not including the Completion Date stipulated on this contract to and including either the date of completion or payment or the date of termination (whichever first occurs) at the rate of ten per centum (10%) per annum and any payment is without prejudice and in addition to any other legal remedy the Vendor may have by reason of such default.

6.2 It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest from the purchase money and liability for rates and outgoings.

6.3 This clause 6 is an essential term of this Contract.

NOTICE TO COMPLETE

7.1 Completion of this contract shall take place within the time limit stipulated herein. Should completion not take place within that time, then the non-defaulting party shall be at liberty to issue a Notice to Complete on the other party calling for completion within fourteen (14) days from the date of service of such Notice. The parties agree that should such a Notice be issued, the period of fourteen (14) days is deemed to be reasonable and sufficient and in this regard time shall be of the essence. The party that issues the notice shall also be at liberty to withdraw such Notice and re-issue another one at any time.

7.2 If the purchaser does not complete by the Completion date through no fault of the vendor and the Vendor serves a Notice to Complete on the purchaser, then the purchaser will pay the sum of $265.00 (GST inclusive) to the Vendor on completion as reimbursement of the additional legal costs incurred by the Vendor for the preparation and issuing of the Notice to Complete. Payment of this sum is an essential term of this contract.

INVESTMENT OF DEPOSIT

8. If the depositholder is the Vendor's solicitor, the Vendor and Purchaser acknowledge and agree that the deposit will not be invested and will be dealt with in accordance with this contract.

REQUISITIONS ON TITLE

9.1 The requisitions to be made by the Purchaser under clause 5.1 shall be in the form of requisitions attached to this contract.

9.2 Such requisitions shall be deemed to have been served by the Purchaser on the date of this contract.

INCAPACITY

10. If the Purchaser (and, if comprising more than one person, any one or more of them) before completion:-

a) If a natural person – dies, is found by a Court of competent jurisdiction to be incapable of administering his estate or affairs, commits an act of bankruptcy, is declared bankrupt or enters into a scheme or makes an assignment for the benefit of creditors, then either party may rescind the Contract and Clause 19 of the Contract shall apply; or

b) If a company – resolves to go into liquidation, has a summons or application presented or an order made for its winding up, has an official manager or receiver appointed over the whole or part of its assets or undertaking, or enters into a deed of arrangement, assignment or composition for the benefit of creditors, then the Purchaser is in default of this Contract, and the Vendor can terminate this Contract.

GUARANTEE

11. If a company is the purchaser the officers or persons must sign a Guarantee attached to the contract and marked Annexure "A". Signing on behalf of the company or in whose presence its seal is affixed ("the guarantors") jointly and severally guarantee all the obligations of the purchaser under this contract including the payment of the price. The guarantors jointly and severally indemnify the vendor in respect of any default of the purchaser under this contract. This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this contract between the vendor and the purchaser.

SECTION 184 STRATA SCHEME CERTIFICATE

12. The Vendor authorises the purchaser to obtain the section 184 Strata Scheme Certificate from the Owners Corporation. A copy of this certificate must be furnished to the vendor's representative prior to settlement.

DELAYED SETTLEMENT

13. In the event settlement does not take place on the scheduled day, or does not take place at a re-arranged time on that same day, due to the default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional $165.00 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.

ADJUSTMENTS

14.1 The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, but if any amount is incorrectly calculated, overlooked or an error has been made in such calculations the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

14.2 The PEXA Transfer Guidelines requires settlement adjustment figures to be provided 5 business days prior to completion. The Purchaser will be required to provide the settlement adjustment sheet and all required authority certificates at least two (2) clear business days before settlement or the Purchaser will allow to the Vendor the sum of $150.00 plus GST as a genuine pre-estimate of the additional legal expenses.

ELECTRONIC SETTLEMENT

15. If this contract nominates an electronic transaction, the parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law. In the event that the purchaser's solicitor/conveyancer is unable or unwilling to settle this matter on the PEXA Platform, then the purchaser agrees to allow the vendor's solicitor reasonable expenses in the sum of $350.00 plus GST to attend settlement at either the office of the vendor or the vendor's mortgagee on title. These expenses are a genuine pre-estimate of actual expenses incurred by the vendor's solicitor/conveyancer if settlement does not take place electronically.

DUTY

16. The purchaser must pay all duty payable on this contract and any document contemplated by this contract under the *Duties Act 1997*, within the time permitted by that Act. This clause does not merge on completion.

PAYMENT OF PART DEPOSIT

17. If the purchaser has received the Vendors written consent and entered into this Contract upon payment of a sum less than ten percent (10%) of the purchase price, the Purchaser acknowledges that:

a) The deposit shall be paid as follows:

i. $ on the date hereof; and

ii. The balance payable on the date for completion;

b) If:

i. the Purchaser fails to complete this Contract in accordance with its terms and conditions; or

ii. if the Vendor becomes entitled to terminate this Contract;

the Vendor shall, in addition to the rights and remedies conferred on him by law or equity, have the right to sue for and recover as a debt due from the Purchaser the difference between ten percent (10%) of the purchase price and the amount actually paid.

SECTION 10.7 (2) CERTIFICATE

18. The Vendor declares and the Purchaser agrees to make no claim, requisition, demand or to seek to rescind this Contract on the basis of the date of issue of the Section 10.7 (2) Certificate, and in particular with regard to the contents therein regarding whether complying development can be carried out on the land.

WATER AUTHORITY CERTIFICATE

19. Annexed hereto is a copy of Sewerage Service Diagram and/or Sewer Reference Sheet issued by the Water Board in relation to the property and the Purchaser shall make no objection, requisition or claim for compensation in respect of any matter disclosed or referred to in such diagram and/or sheet or should it be established that any roof or surface water drainage is connected to the Water Board's sewer.

BUILDING CERTIFICATE

20. Subject to Section 52A of the *Conveyancing Act 1919* and its Regulations if the Purchaser applies for a building certificate pursuant to Part 6, Division 6.7 of the *Environmental Planning and Assessment Act 1979* (and as amended thereafter) (Building Certificate), he must do so at his own cost and:

    a) If the local council refuses or fails to issue the Building Certificate, that refusal or failure, or the facts upon which such refusal or failure are based, will not be a defect in the Vendor's title to the Property and the Purchaser must take title despite that council's refusal or failure or facts; or

    b) If the local council requires work to be done on the property as a condition of issuing a Building Certificate, or issues a Building Certificate but requires work to be carried out, the Purchaser must not make any claim against the Vendor nor *terminate* nor delay completion of this Contract because of either requirement.

EXCHANGE ON ELECTRONIC SIGNATURES

21.1 The parties agree and accept, for the purposes of exchange of Contracts, signatures of either the Vendor or the Purchaser which are in the form of electronic signatures as sufficient evidence to proceed to exchange.

21.2 Following exchange, the Vendor's representative will email to the Purchaser's representative a copy of the Vendor's signed and dated exchange Contract.

21.3 For the purposes of the Electronic Transactions Act 2000 (NSW) each party may rely on the electronic version of the dated contract signed by the other party as a binding exchanged Contract.

21.4 The parties agree that it will not be necessary to post or otherwise send a hard copy of the exchanged Contract to the other party following exchange provided that the electronic copy has been submitted by the party's legal representative.

LAND TAX CLEARANCE

22.1 In the event the Vendor serves an uncleared land tax on the Purchaser prior to settlement, the parties hereby agrees that all monies relating to the land tax owed by the Vendor to the Revenue NSW (including penalties, interests relating thereto) and such other amount required by the Revenue NSW to be paid for the purpose of or as a condition of issuing a cleared land tax certificate shall be paid from the settlement proceeds via the platform provided by Electronic Lodgment Network nominated herein.

22.2 The Vendor shall, within 3 business days following the settlement, provide an updated land tax certificate confirming the clearance of the tax to the Purchaser.

22.3 The Purchaser will not require the Vendor to pay the outstanding land tax prior to settlement.

22.4 The parties acknowledge and agree that this clause has provided reasonable arrangements for the clearance of land tax at settlement, the Vendor shall not be regarded as not ready, willing and able to complete the contract due to the land tax being outstanding.

COMMON PROPERTY DEALINGS

25.1 The purchaser acknowledges and accepts that the following registered dealings ("the Dealings") are noted on the title to the common property:

a) AK971351 – Lease of Lease AB388480

b) AK971352 – Lease of Lease AK971351

c) AK971502 – Mortgage of Lease AK971351

d) AK971571 – Change of Name affecting Lease AB388480

25.2 Due to the size of the Dealings, if the purchaser requires a copy of these Dealings prior to exchange of contracts, the vendor will provide these Dealings via pdf format only.

25.3 The purchaser has satisfied itself in relation to the nature and effect of the Dealings.

25.4 The purchaser may not make any objection, requisition or claim or seek to delay completion, rescind or terminate this contract in relation to the Dealings or the fact that a copy of the Dealings has not been attached to the Contract.

SETTLEMENT CLOSURE PERIOD

26.1 If settlement period specified on the front page of this contract (Due Date) is on a date that is between 20 December 2021 and 14 January 2022 (both dates inclusive) (Christmas Closure) then the completion date shall be deemed to be on 17 January 2022.

26.2 If the Due Date is on a date that is prior to the Christmas Closure and completion does not occur prior to the Christmas Closure, then:

a) The completion date shall be moved to 17 January 2022;

b) If the completion is delayed due to the default of the purchaser and through no fault of the vendor, then the purchaser confirms for the avoidance of doubt that it shall be liable for interest pursuant to Special Condition 6 from the Due Date until the completion date; and if the contract requires a Land Tax adjustment, Land Tax shall also be adjusted for the 2022 land tax year as at the completion date, even if the purchaser was in a position to settle earlier than 17 January 2022; and

c) If the vendor or the purchaser is not at fault, then that party shall be entitled to issue a Notice to Complete in accordance with Special Condition 7 at any time after the Due Date, but cannot nominate a completion date therein any earlier than 14 days from the date of issue and 17 January 2022 (whichever is the later).

……	……
(SIGNED) Vendor	(SIGNED) Purchaser

Annexure "A" Director's Guarantee

Vendor: **Cassandra L Bonner**

Purchaser:

Property: **Apartment 111, 148 Goulburn Street, Surry Hills NSW 2010**

I, _____ (the "Guarantor") being Director of _____ ACN _____ a Company incorporated in the State of New South Wales ("hereinafter called "the Purchaser") in consideration of _____("the Vendor") at my request agreeing to sell the property described in this Contract to the Purchaser, DO HEREBY GUARANTEE to the Vendor the due and punctual performance by the Purchaser of all the terms and conditions of the within Contract and do further covenant and agree that I will indemnify and keep the Vendors indemnified against any loss and damage howsoever arising which the Vendors may suffer in consequence of any failure of the Purchaser to perform its obligations under the within Contract.

Where two or more guarantors are named herein their liability under this guarantee shall be joint and several.

The Guarantor acknowledges prior to execution hereunder that he/she has read and understood as evidence by his/her signature hereto the terms and conditions of the Contract for Sale in its entirety.

SIGNED by)
the Guarantor in the presence of:)

_____
Signature

_____
Signature of Witness

_____
Print Name of Witness

SIGNED by)
the Guarantor in the presence of:)

_____
Signature

_____
Signature of Witness

_____
Print Name of Witness

CERTIFICATE UNDER SECTION 66W CONVEYANCING ACT, 1919

I of

hereby certify as follows:-

(a) I am a Conveyancer/Solicitor currently licensed/admitted to practice in the State of New South Wales

(b) This certificate is given in accordance with Section 66W of the Conveyancing Act 1919, with reference to an Agreement for Sale of property at Apartment 111, 148 Goulburn Street, Surry Hills NSW 2010 between Cassandra L Bonner as vendor(s) and

_____

as purchaser(s) in order to waive the cooling off period in relation to that Agreement.

(c) I do not act for the vendor(s) and am not employed in the practice of a conveyancer or solicitor acting for the vendor(s), nor am I a member or employee of a firm of which a conveyancer or solicitor acting for the vendor(s) is a member or employee.

(d) I have explained to the purchaser(s):-

(i) the effect of the Agreement for Sale of the property;
(ii) the nature of this certificate; and
(iii) the effect of giving this certificate to the vendor(s).

Dated this day of 2021

SIGNED

Our Ref: 16709

Monday 08 Nov 2021

Conveyancing Solutions Legal

Suite 506, 3 Waverley Street
Bondi Junction NSW 2022
PO Box 1502
Bondi Junction NSW 1355

Tel: 02 9387 2111 Fax: 02 9387 2133

www.conveyancingsolutions.com.au
info@conveyancingsolutions.com.au

ABN: 14117164708

By Appointment Only:
Shop 5A, 342 Camden Valley Way
Narellan NSW 2567

BCS Strata Management
Locked Bag 22
HAYMARKET NSW 1238

Dear Sir/Madam

Re: Apartment 111, 148 Goulburn Street, Surry Hills NSW 2010

We act for Cassandra L Bonner in relation to the sale of the abovementioned property which we note is lot 28 in Strata Plan Number 73236.

You are hereby authorised to make all relevant books and records of the strata plan available for inspection to any intended purchaser of the above property or to their legal representative and/or strata records inspection agents.

Yours faithfully
Conveyancing Solutions & Legal
Per:

David Kim
Licensed Conveyancer

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor : Cassandra L Bonner
Property : Apartment 111, 148 Goulburn Street, Surry Hills NSW 2010
Purchaser :
Dated :

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (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 or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, 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. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are 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

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
    (a) to what year has a return been made?
    (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

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

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?

17. 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)
  (d) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  (e) are there any outstanding notices or orders?

18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  (c) Has the vendor received Pany notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
  (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  (c) Is the vendor aware of:
    (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    (iii) any latent defects in them?
  (d) Has the vendor any notice or knowledge of them being affected by the following:
    (i) any resumption or acquisition or proposed resumption or acquisition?
    (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    (v) any realignment or proposed realignment of any road adjoining them?
    (vi) any contamination of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

25. If 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.
26. 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.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. 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.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 28/SP73236

SEARCH DATE	TIME	EDITION NO	DATE
3/11/2021	8:19 AM	5	7/3/2018

LAND

LOT 28 IN STRATA PLAN 73236
AT SURRY HILLS
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

CASSANDRA L BONNER (T AG734243)

SECOND SCHEDULE (5 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP73236
2 SP73236 POSITIVE COVENANT
3 SP73236 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
4 SP73236 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
5 AN172064 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 3/11/2021

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Received: 03/11/2021 08:19:17

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP73236

SEARCH DATE	TIME	EDITION NO	DATE
3/11/2021	12:41 PM	15	7/9/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 73236 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SURRY HILLS
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP73236

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 73236
ADDRESS FOR SERVICE OF DOCUMENTS:
BCS STRATA MANAGEMENT LOCKED BAG 22, HAYMARKET NSW 1238

SECOND SCHEDULE (8 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 AA248606 RESTRICTION AS TO USER (S.88E(3) CONVEYANCING ACT, 1919)
3 AA248607 RESTRICTION AS TO USER (S.88E(3) CONVEYANCING ACT, 1919)
4 SP73236 POSITIVE COVENANT
5 SP73236 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
6 AB388480 LEASE TO AUSGRID (SEE AJ106995) OF SUBSTATION NO. 8381 TOGETHER WITH RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES AFFECTING ANOTHER PART OF THE LAND SHOWN AS (R) AND (C) RESPECTIVELY IN PLAN WITH AB388480.. EXPIRES: 30/11/2054.
AK971351 LEASE OF LEASE AB388480 TO BLUE ASSET PARTNER PTY LTD, ERIC ALPHA ASSET CORPORATION 1 PTY LTD, ERIC ALPHA ASSET CORPORATION 2 PTY LTD, ERIC ALPHA ASSET CORPORATION 3 PTY LTD & ERIC ALPHA ASSET CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 2.3 (b) (ii)
AK971352 LEASE OF LEASE AK971351 TO BLUE OP PARTNER PTY LTD, ERIC ALPHA OPERATOR CORPORATION 1 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 2 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 3 PTY LTD & ERIC ALPHA OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 12.1

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (8 NOTIFICATIONS) (CONTINUED)

AK971502 MORTGAGE OF LEASE AB388480 TO ANZ FIDUCIARY SERVICES PTY LTD

AK971571 CHANGE OF NAME AFFECTING LEASE AB388480 LESSEE NOW ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION

7 AM564682 INITIAL PERIOD EXPIRED

8 AR399885 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 73236

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	89	2	61	3	129	4	156
5	157	6	145	7	78	8	85
9	78	10	85	11	88	12	80
13	88	14	108	15	122	16	118
17	118	18	118	19	60	20	60
21	60	22	60	23	60	24	60
25	88	26	84	27	81	28	86
29	86	30	79	31	88	32	131
33	156	34	107	35	147	36	60
37	60	38	60	39	60	40	60
41	60	42	187	43	187	44	187
45	187	46	188	47	188	48	191
49	94	50	128	51	123	52	128
53	80	54	87	55	80	56	110
57	110	58	112	59	100	60	188
61	205	62	127	63	127	64	128
65	78	66	85	67	90	68	270
69	116	70	260	71	260	72	130
73	98	74	90	75	90	76	215
77	244	78	240	79	240	80	224
81	136	82	136				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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Received: 03/11/2021 12:41:47

STRATA PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Strata Certificate

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

* strata plan / ~~*strata plan of subdivision~~

illustrated in the annexure to this certificate.

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

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

* The Council does not object to the encroachment of the building beyond the alignment of ~~a public street~~.

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

* ~~This approval is given on the conditions that the use of~~ lot(s)..... (being utility lot/s designed to be used primarily for the storage of accommodation of boats, motor vehicles or goods ~~and not for~~ human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 35 of the Strata Schemes (Freehold Development) Act 1973 or * ~~section 28 of the Strata Schemes (Leasehold Development) Act 1986~~.

Date 19 JULY 2004
Subdivision No. SC439
Accreditation No. PSOA 003
Relevant Development Consent No. D/04/024
Issued by SYDNEY COUNCIL

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

* Complete or delete if applicable.

Surveyors Certificate

PETER WILLIAM VANDERGRAAF
of WHELANS DX 288 SYDNEY

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

(1) each applicable requirement of:

* Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
~~* Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~

~~has been met~~ :-

(2) * (a) the building encroaches on a public space;
~~* (b) the building encroaches on land (other than a public space), in respect of which encroachment an appropriate easement~~;

~~* has been created by registered +~~
~~+ to be created under Section 88B of the Conveyancing Act 1919~~

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

Signature
Date 5 July 2004

* Delete if inapplicable
+ State whether dealing or plan and quote registered number

This is sheet 1 in my Plan in ...12sheets.

~~*(insert type being adopted) Model By-laws adopted for this scheme~~
~~keeping of animals : Option A/B/C~~
*Schedule of By-laws in 5 sheets filed with plan
~~*No By-laws apply~~

*strike out whichever is inapplicable

PLAN OF SUBDIVISION OF LOT 10 DP 1064416

SP73236

Registered: 11-8-2004

Purpose: STRATA PLAN

Ref. Map: U1845-4122 SHERRIFFS GARDEN2

Last Plan: DP1064416

L.G.A.: SYDNEY Suburb/Locality: SURRY HILLS

Parish: ALEXANDRIA County: CUMBERLAND

Reduction Ratio 1: Lengths are in metres.

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

THE OWNERS
STRATA PLAN No. 73236
21 BRISBANE STREET
SURRY HILLS NSW , 2010

FOR LOCATION PLAN SEE SHEET 2

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, IT IS INTENDED TO CREATE:

1. POSITIVE COVENANT
2. RESTRICTION ON USE OF LAND
3. RESTRICTION ON USE OF LAND
4. RESTRICTION ON USE OF LAND

EXECUTED by CARRINGTON GOULBURN STREET PTY LIMITED ACN 099 908 460 in accordance with section 127 of the Corporations Act 2001

Signature: Signature:
Name: PETER NAKATIL Name: ANDREW FINLAYSON
DIRECTOR DIRECTOR

CBA Corporate Services (NSW) Pty Ltd ACN 072 765 434 being the Mortgagee under Memorandum of Mortgage No/dated 9328347 of the premises demised by the within lease HEREBY CONSENTS to such lease.

20 July 2004

CBA Corporate Services (NSW) Pty Ltd ACN 072 765 434 by its duly appointed Attorney under Power of Attorney No 540 Book 4212 who declares that he/she has not received notice of revocation of the power

A. Grbin
* Signature of Witness

Anthony Grbin
* Name of Witness

Name of Attorney PHILIP JOHNSTON
Title: VICE PRESIDENT INSTITUTIONAL BANKING

SCHEDULE OF UNIT ENTITLEMENT

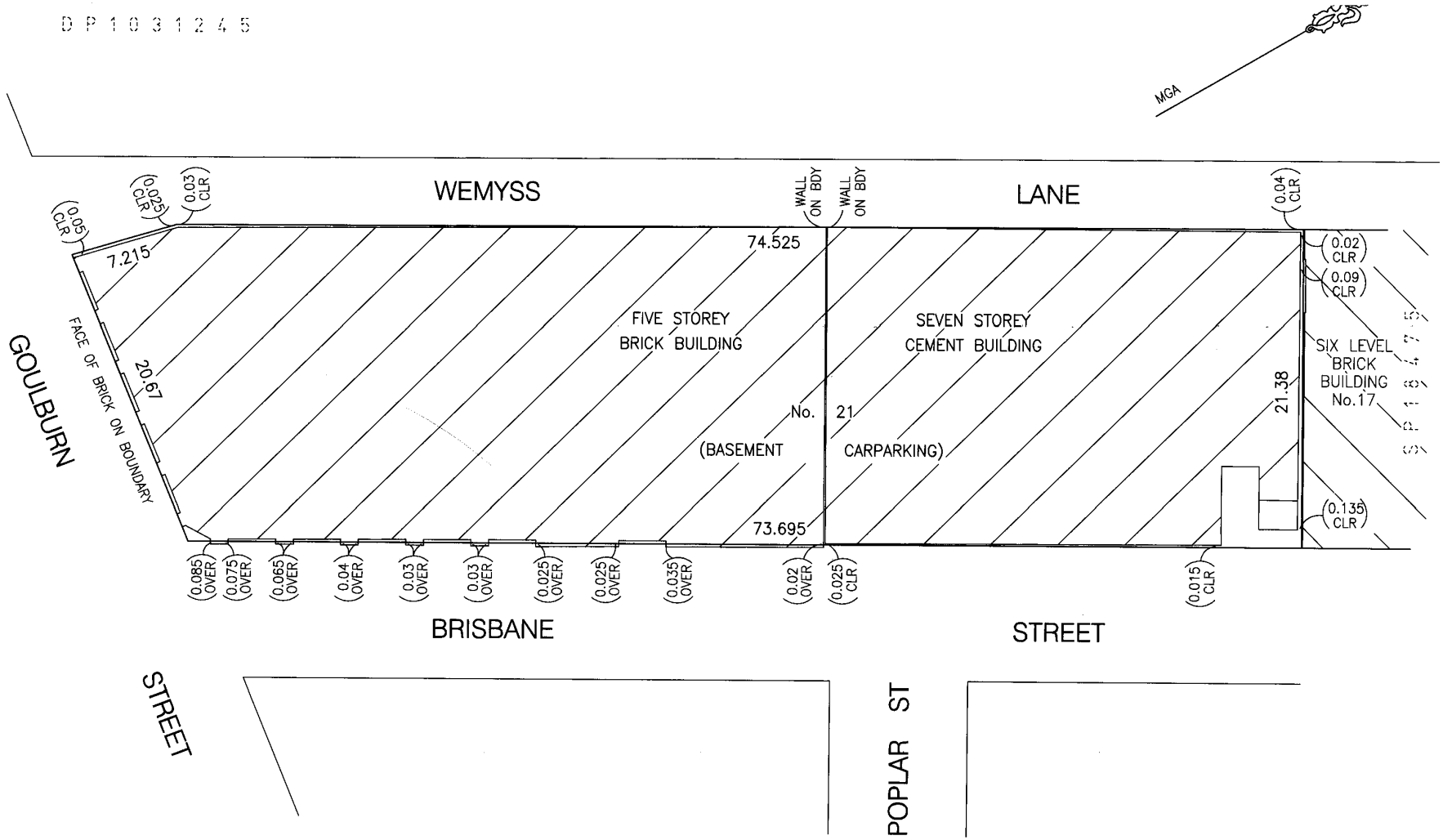
LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE
1	89	18	118	35	147	52	128	69	116
2	61	19	60	36	60	53	80	70	260
3	129	20	60	37	60	54	87	71	260
4	156	21	60	38	60	55	80	72	130
5	157	22	60	39	60	56	110	73	98
6	145	23	60	40	60	57	110	74	90
7	78	24	60	41	60	58	112	75	90
8	85	25	88	42	187	59	100	76	215
9	78	26	84	43	187	60	188	77	244
10	85	27	81	44	187	61	205	78	240
11	88	28	86	45	187	62	127	79	240
12	80	29	86	46	188	63	127	80	224
13	88	30	79	47	188	64	128	81	136
14	108	31	88	48	191	65	78	82	136
15	122	32	131	49	94	66	85	AGG	10000
16	118	33	156	50	128	67	90		
17	118	34	107	51	123	68	270		

SURVEYOR'S REFERENCE: C174-001a.dwg

Req:R840895 /Doc:SP 0073236 P /Rev:23-Sep-2004 /NSW LRS /Pgs:ALL /Prt:04-Nov-2021 12:48 /Seq:1 of 12
© Office of the Registrar-General /Src:INFOTRACK /Ref:16709
Jul 06 2004 — 15:17:42 Z:\C174\C174-001a.dwg

LOCATION PLAN

SP73236



Reduction Ratio 1: 250 Lengths are in metres.

Registered Surveyor

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

SURVEYOR'S REFERENCE: C174-002a.dwg

* OFFICE USE ONLY

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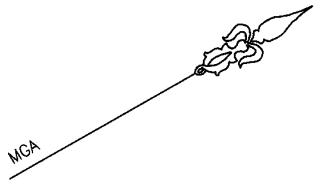
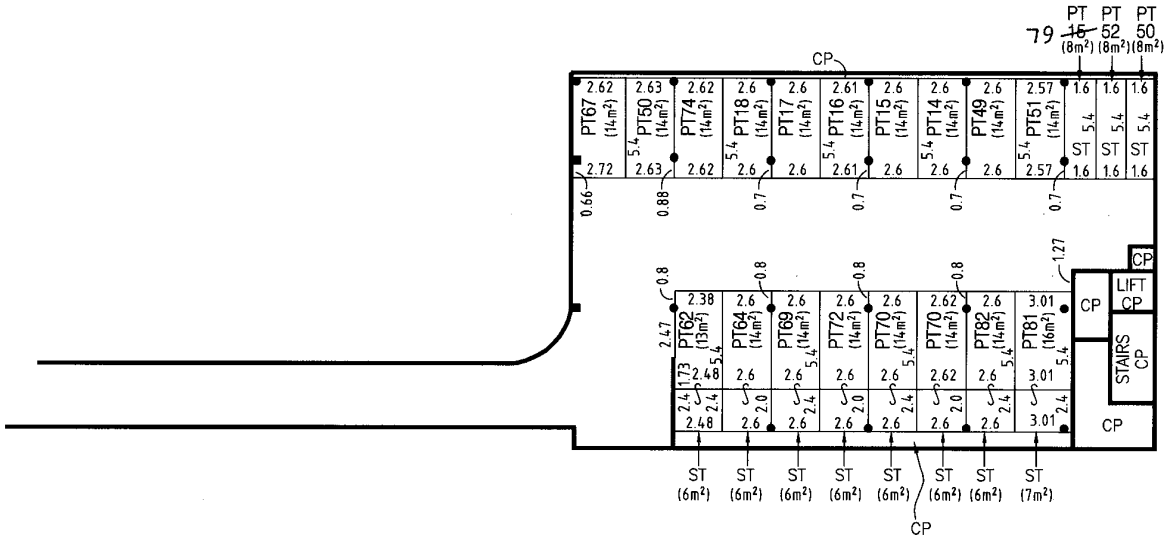
BASEMENT TWO

SP73236





AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY. THESE AREAS ARE NOT TO BE USED FOR LEASE PURPOSES.

CP DENOTES COMMON PROPERTY

ST DENOTES STORE

DENOTES CENTRELINE OF COLUMN

DENOTES LINE OF FACE OF COLUMNS

PT. LOT 15 NOW 79 ALTERED IN LPI (NSW) AT SURVEYOR'S REQUEST VIDE 2004/1684 16.9.2004

PLAN AMENDED BY ME 30.7.04

Reduction Ratio 1: 250 Lengths are in metres.

Registered Surveyor

~~Authorised Officer / General Manager~~ / Accredited Certifier

SURVEYOR'S REFERENCE: C174–003.dwg

OFFICE USE ONLY

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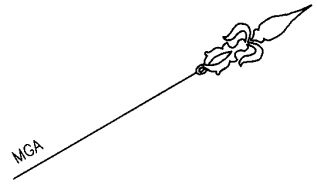
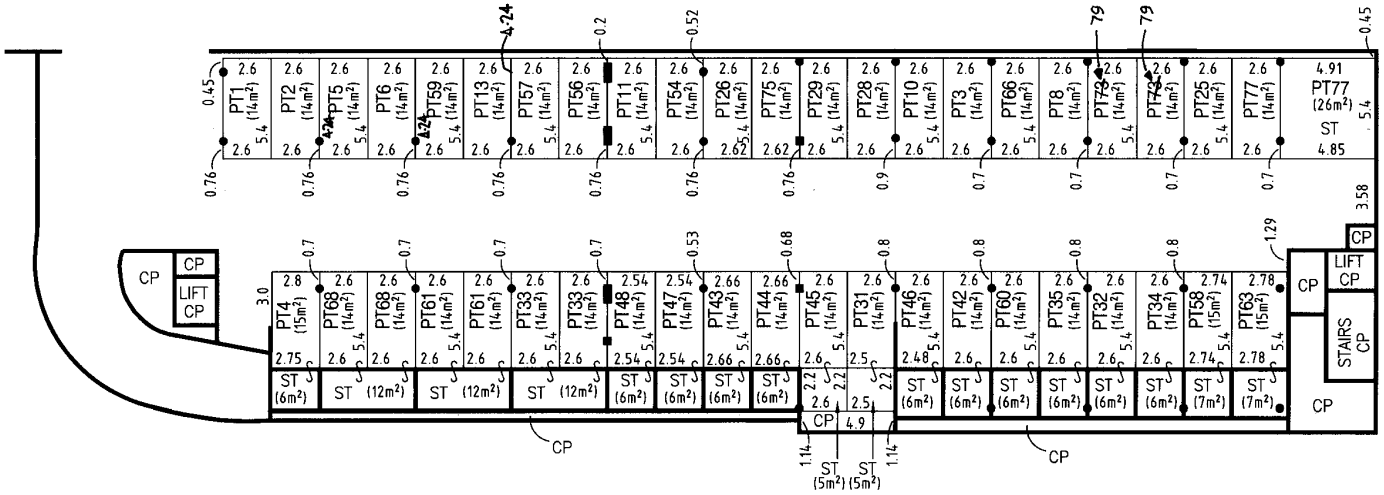
BASEMENT ONE

SP73236





AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY. THESE AREAS ARE NOT TO BE USED FOR LEASE PURPOSES.

CP DENOTES COMMON PROPERTY

ST DENOTES STORE

DENOTES CENTRELINE OF COLUMN

DENOTES LINE OF FACE OF COLUMNS

PT'S LOT 73 NOW 79 ALTERED IN LPI (NSW) AT SURVEYOR'S REQUEST VIDE 2004/1684 16.9.2004

PLAN AMENDED BY ME 30.7.04

Reduction Ratio 1: 250 Lengths are in metres.

Registered Surveyor

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

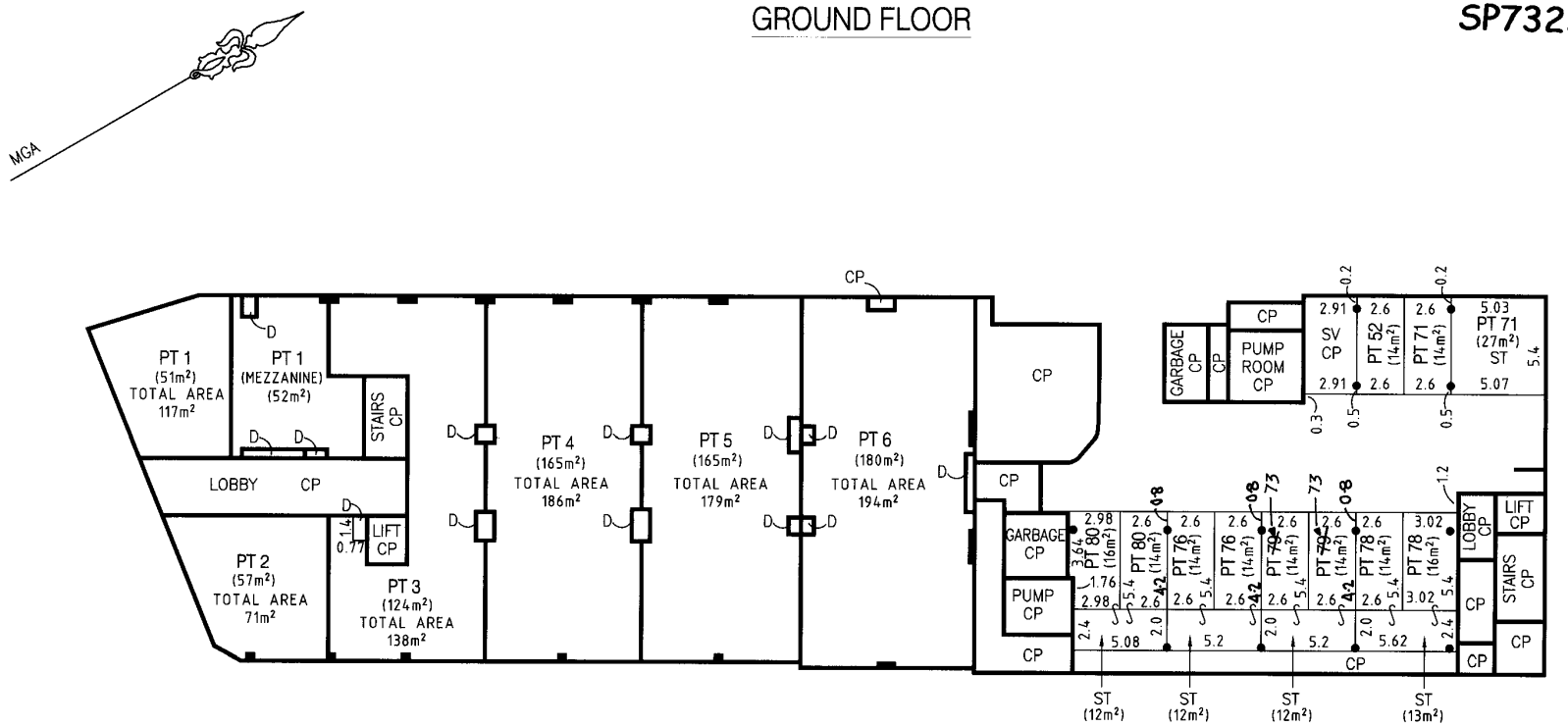
SURVEYOR'S REFERENCE: C174-004a.dwg

OFFICE USE ONLY

Req:R840895 /Doc:SP 0073236 P /Rev:23-Sep-2004 /NSW LRS /Pgs:ALL /Prt:04-Nov-2021 12:48 /Seq:4 of 12
© Office of the Registrar-General /Src:INFOTRACK /Ref:16709
Jul 06, 2004 - 15:19:06 Z:\C174\C174-004a.dwg

GROUND FLOOR

SP73236



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY. THESE AREAS ARE NOT TO BE USED FOR LEASE PURPOSES.

CP DENOTES COMMON PROPERTY

D DENOTES DUCT (COMMON PROPERTY)

ST DENOTES STORE

SV DENOTES SERVICE VEHICLE PARKING (COMMON PROPERTY)

DENOTES CENTRELINE OF COLUMN

DENOTES LINE OF FACE OF COLUMNS

PT'S LOT 79 NOW 73 ALTERED IN LPI (NSW) AT SURVEYOR'S REQUEST VIDE 2004/1684 16.9.2004

PLAN AMENDED BY ME 30.7.08

Reduction Ratio 1: 250 Lengths are in metres.

Registered Surveyor

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

SURVEYOR'S REFERENCE: C174–005a.dwg

OFFICE USE ONLY

Req:R840895 /Doc:SP 0073236 P /Rev:23-Sep-2004 /NSW LRS /Pgs:ALL /Prt:04-Nov-2021 12:48 /Seq:5 of 12
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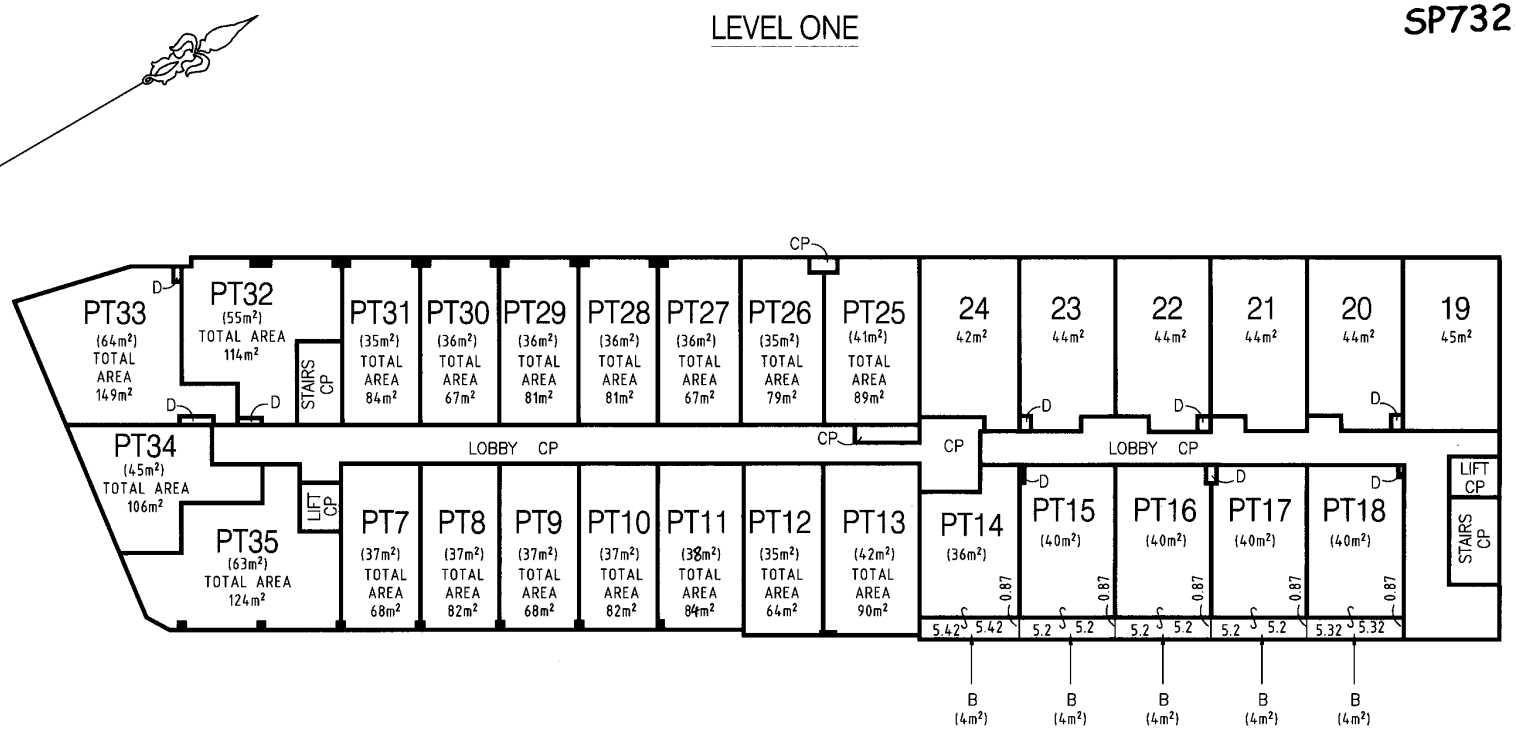
Jul 06, 2004 – 15:26:02 Z:\C174\C174-005a.dwg

LEVEL ONE

SP73236



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY. THESE AREAS ARE NOT TO BE USED FOR LEASE PURPOSES.

CP DENOTES COMMON PROPERTY

D DENOTES DUCT (COMMON PROPERTY)

B DENOTES BALCONY

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED.

Reduction Ratio 1: 250 Lengths are in metres.

Registered Surveyor

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

SURVEYOR'S REFERENCE: C174-006a.dwg

Req:R840895 /Doc:SP 0073236 P /Rev:23-Sep-2004 /NSW LRS /Pgs:ALL /Prt:04-Nov-2021 12:48 /Seq:6 of 12
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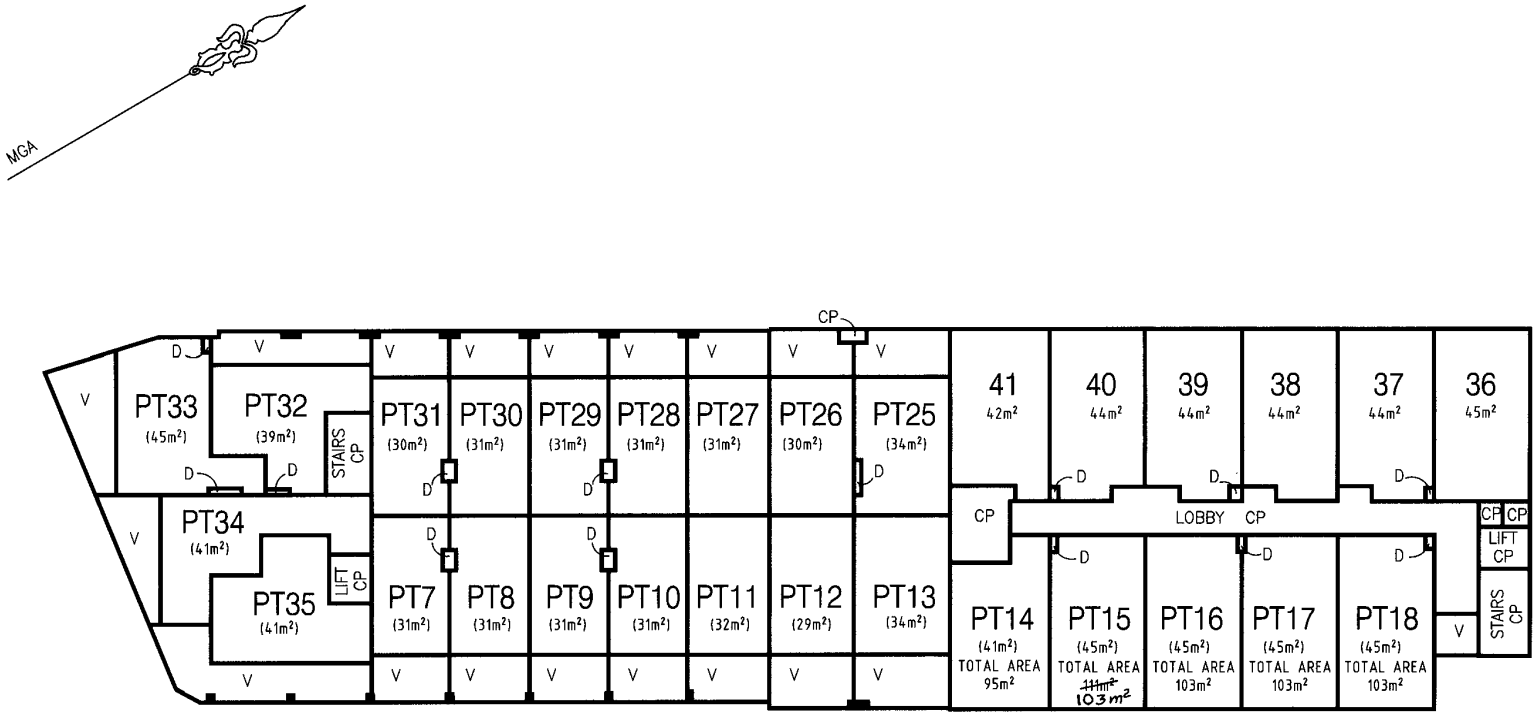
LEVEL TWO

SP73236



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY. THESE AREAS ARE NOT TO BE USED FOR LEASE PURPOSES.

CP DENOTES COMMON PROPERTY

D DENOTES DUCT (COMMON PROPERTY)

V DENOTES VOID (COMMON PROPERTY)

TOTAL AREA OF LOT 15 NOW 103 m²
ALTERED IN LPI (NSW) AT SURVEYOR'S
REQUEST VIDE 2004/1684 16.9.2004

Reduction Ratio 1: 250 Lengths are in metres.

Registered Surveyor

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

SURVEYOR'S REFERENCE: C174-007.dwg

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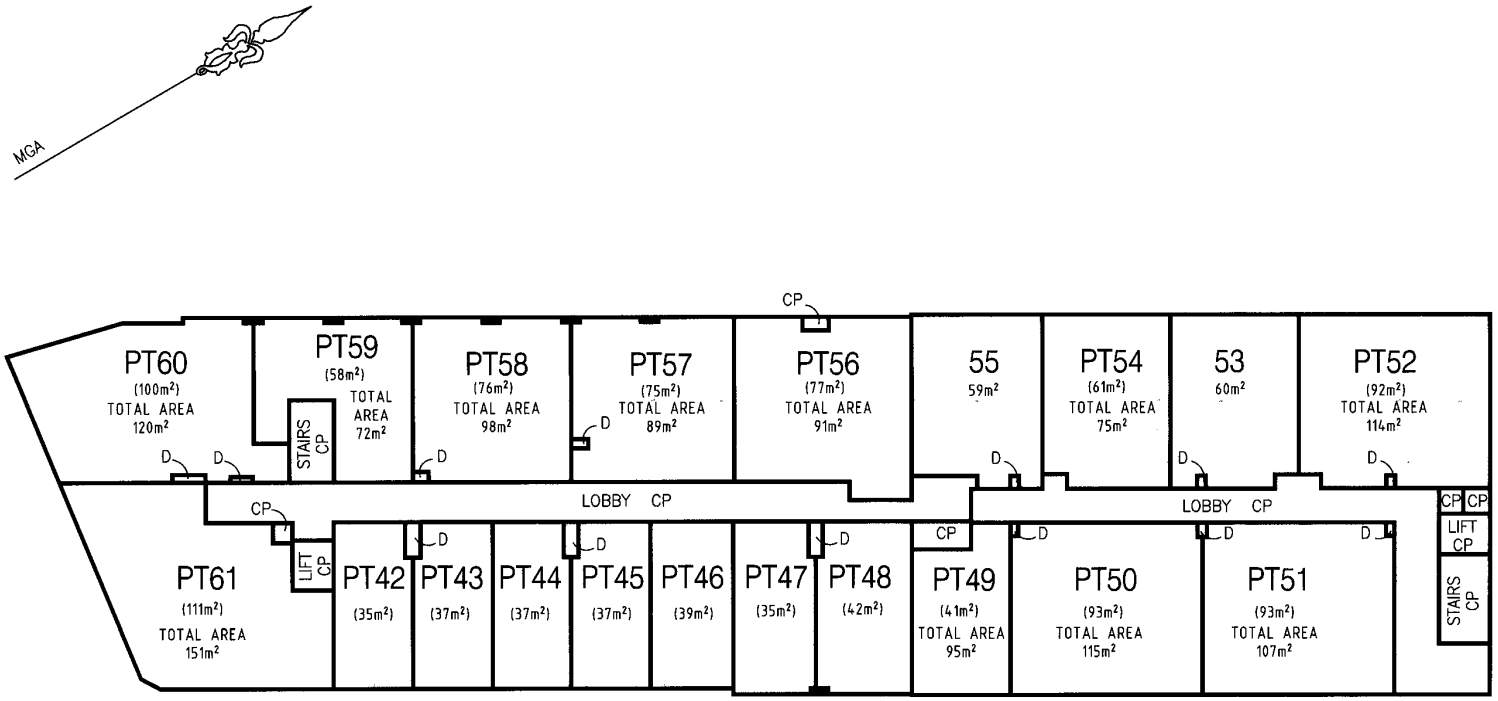
Jul 06, 2004 - 15:20:38 Z:\C174\C174-007.dwg

LEVEL THREE

SP73236



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY. THESE AREAS ARE NOT TO BE USED FOR LEASE PURPOSES.

CP DENOTES COMMON PROPERTY

D DENOTES DUCT (COMMON PROPERTY)

~~ST DENOTES STORE~~

Reduction Ratio 1: 250 Lengths are in metres.

Registered Surveyor

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

SURVEYOR'S REFERENCE: C174–008.dwg

OFFICE USE ONLY

PLAN AMENDED BY ME 30-7-04

Req:R840895 /Doc:SP 0073236 P /Rev:23-Sep-2004 /NSW LRS /Pgs:ALL /Prt:04-Nov-2021 12:48 /Seq:8 of 12
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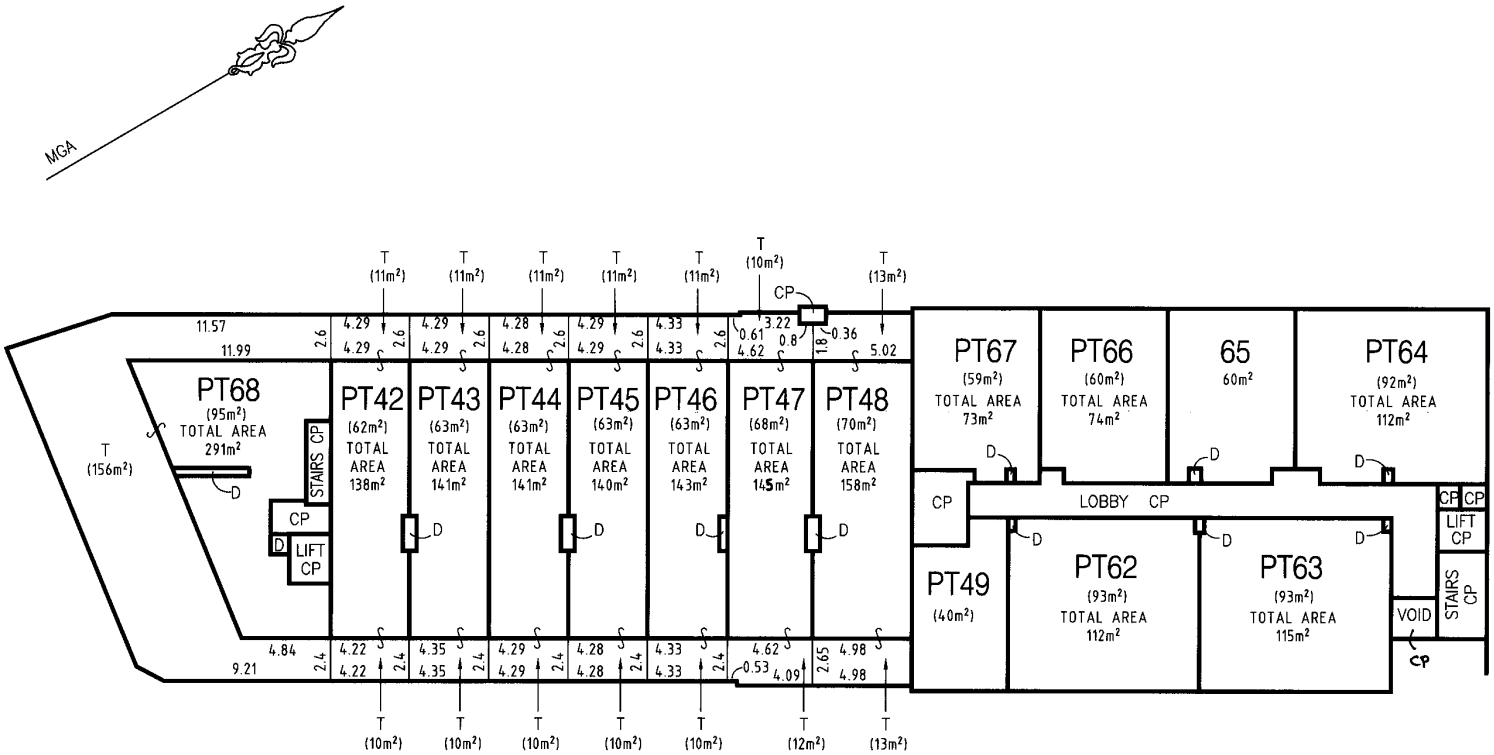
Jul 06, 2004 – 15:20:55 Z:\C174\C174–008.dwg

LEVEL FOUR

SP73236



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY. THESE AREAS ARE NOT TO BE USED FOR LEASE PURPOSES.

CP DENOTES COMMON PROPERTY

D DENOTES DUCT (COMMON PROPERTY)

T DENOTES TERRACE

THE TERRACES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE, EXCEPT WHERE COVERED.

Reduction Ratio 1: 250 Lengths are in metres.

Registered Surveyor

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

SURVEYOR'S REFERENCE: C174-009a.dwg

PLAN AMENDED BY ME 30.7.04

* OFFICE USE ONLY

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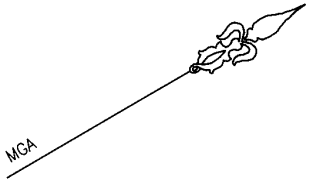
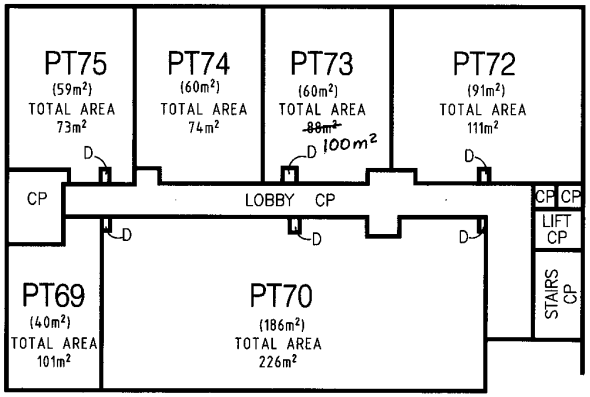
Jul 06, 2004 - 15:21:12 Z:\C174\C174-009a.dwg

LEVEL FIVE

SP73236





AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY. THESE AREAS ARE NOT TO BE USED FOR LEASE PURPOSES.

CP DENOTES COMMON PROPERTY

D DENOTES DUCT (COMMON PROPERTY)

TOTAL AREA OF LOT 73 NOW 100 m²
ALTERED IN LPI (NSW) AT SURVEYOR'S
REQUEST VIDE 2004/1684 16.9.2004

PLAN AMENDED BY ME 30.7.04

Reduction Ratio 1: 250 Lengths are in metres.

Registered Surveyor

Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: C174-010.dwg

OFFICE USE ONLY

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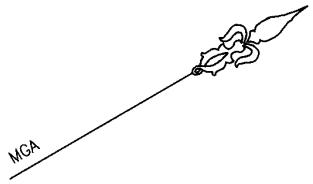
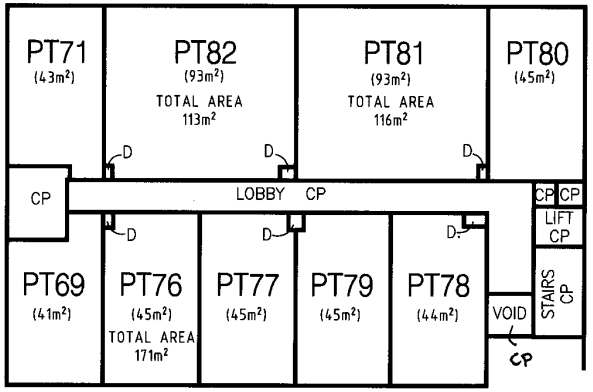
Jul 06, 2004 - 15:21:27 Z:\C174\C174-010.dwg

LEVEL SIX

SP73236





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CP DENOTES COMMON PROPERTY

D DENOTES DUCT (COMMON PROPERTY)

Reduction Ratio 1: 250 Lengths are in metres.

Registered Surveyor

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

SURVEYOR'S REFERENCE: C174-011a.dwg

* OFFICE USE ONLY

PLAN AMENDED BY ME 30-7-04

Req:R840895 /Doc:SP 0073236 P /Rev:23-Sep-2004 /NSW LRS /Pgs:ALL /Prt:04-Nov-2021 12:48 /Seq:11 of 12
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LEVEL SEVEN

SP73236

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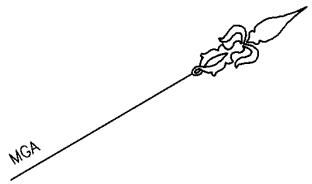

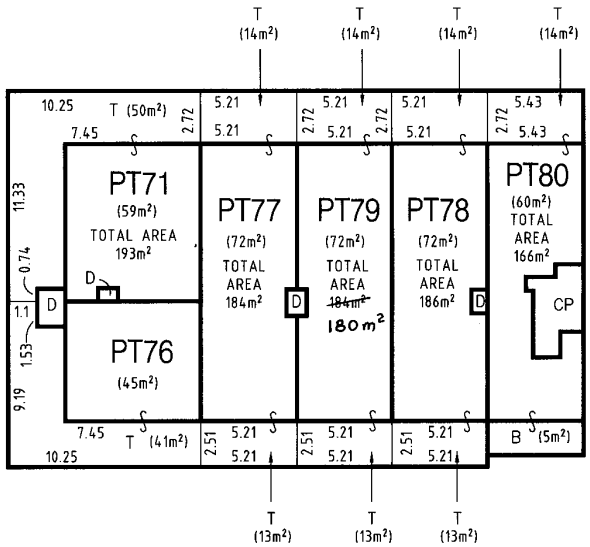

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CP DENOTES COMMON PROPERTY

D DENOTES DUCT (COMMON PROPERTY)

T DENOTES TERRACE

B DENOTES BALCONY

THE TERRACES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE, EXCEPT WHERE COVERED.

THE BALCONY IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE, EXCEPT WHERE COVERED.

TOTAL AREA OF LOT 79 NOW 180 m²
ALTERED IN LPI (NSW) AT SURVEYOR'S
REQUEST VIDE 2004/1684 16.9.2004

Reduction Ratio 1: 250 Lengths are in metres.

Registered Surveyor

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

SURVEYOR'S REFERENCE: C174–012.dwg

Req:R840895 /Doc:SP 0073236 P /Rev:23-Sep-2004 /NSW LRS /Pgs:ALL /Prt:04-Nov-2021 12:48 /Seq:12 of 12
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Jul 06, 2004 – 15:22:26 Z:\C174\C174–012.dwg

Req:R840896 /Doc:SP 0073236 B /Rev:12-Aug-2004 /NSW LRS /Pgs:ALL /Prt:04-Nov-2021 12:48 /Seq:1 of 3
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SP73236

Instrument setting out Terms of Easements Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act, 1919

(Sheet 1 of 3 sheets)

Plan: **Plan of Lot 1 DP 1064416 covered by Strata Certificate No. SC439**

Full name and address of the owner of the land:

Carrington Goulburn Street Pty Limited
ACN 099 908 460
596 Crown Street
SURRY HILLS NSW 2010

Part 1 (Creation)

Number of Item shown in the intention panel on the plan	Identity of easement restriction on use or positive covenant to be created and referred to in the plan	Lots Burdened	Lots or Authority Benefited
1	Positive Covenant	Lots 1-82 (inclusive) Common Property	City of Sydney Council
2	Restriction on the Use of Land	Lots 1-6, 8, 10, 11, 13-18, 25, 26, 28, 29, 31-35, 42-52, 54, 56-64, 66-82 (inclusive)	City of Sydney Council
3	Restriction on the Use of Land	Common Property	City of Sydney Council
4	Restriction on the Use of Land	Lots 7-82 (inclusive)	City of Sydney Council

Req:R840896 /Doc:SP 0073236 B /Rev:12-Aug-2004 /NSW LRS /Pgs:ALL /Prt:04-Nov-2021 12:48 /Seq:2 of 3
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SP73236

Part 2 (Terms)

1. **Terms of Positive Covenant (1)**

   The owners of the lots burdened must maintain the building in accordance with the provisions of the Heritage Act 1977, the Central Sydney Local Environmental Plan 2000, the Conservation Plan by City Plan Heritage dated August 2002 and the Long Term Maintenance Plan by City Plan Heritage dated December 2002.

2. **Terms of Restriction on the Use of Land (2)**

   The on-site car parking spaces and storage spaces are not to be used by those other than an occupant or tenant of the building.

3. **Terms of Restriction on the Use of Land (3)**

   No part of the common property, apart from the service vehicle space which is to be used only for service or loading purposes, is to be used for the parking or storage of vehicles or boats.

4. **Terms of Restriction on the Use of Land (4)**

   The owners of the lots burdened must use the building as permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like other than in accordance with the Central Sydney Local Environmental Plan 1996. The owners of the lots burdened are restricted to any change of use of the residential apartments from residential as defined in the Central Sydney Local Environmental Plan 1996.

Name of authority empowered to release, vary or modify the easement restriction or use of land or positive covenant numbered one to four in the Plan:

City of Sydney Council

Req:R840896 /Doc:SP 0073236 B /Rev:12-Aug-2004 /NSW LRS /Pgs:ALL /Prt:04-Nov-2021 12:48 /Seq:3 of 3
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SP73236

SIGNED by WILLIAM MACKAY
a duly Authorised Person of the **COUNCIL OF THE CITY OF SYDNEY** pursuant to the authority listed in the City of Sydney Register of Delegations dated 5 August 2003 in the presence of:

.....
Signature of witness

STEPHEN J LONGHURST
Name of witness (block letters)

.....
Signature of Authorised Person
Area Planning Manager

EXECUTED by **CARRINGTON GOULBURN STREET PTY LIMITED**
ACN 099 908 460 in accordance ~~with section~~
127 of the *Corporations Act 2001*:

Signature: .....

Name: PETER NAVRATIL
PLEASE PRINT

Director

Signature: .....

Name: ANDREW FINLAYSON
PLEASE PRINT

Director/~~Secretary~~ *
* Delete as appropriate

CBA Corporate Services (NSW) Pty Ltd
ACN 072 765 434 being the mortgagee
under Mortgage No of plot type
No/dated 932834 7
of the premises demised by the within lease
HEREBY CONSENTS to such lease.

20 July
2004 [illegible] Corporate Services (NSW)
[illegible] ACN 072 765 434 by its duly
[illegible] attorney under Power of Attorney
No 340 Book 4212 who declares that he/she
has not received notice of revocation of the
power

.....
Name of Attorney Philip JOHNSTON
Title: VICE PRESIDENT
INSTITUTIONAL
BANKING.

A. Corbin
*Signature of Witness

Anthony Corbin
* Name of Witness

113622826_MCX

REGISTERED 11-8-2004

Req:R840897 /Doc:DL AA248606 /Rev:16-Dec-2003 /NSW LRS /Pgs:ALL /Prt:04-Nov-2021 12:48 /Seq:1 of 2
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Form: 13RPA
Release:
www.lpi.nsw.gov.au

RESTRICTION ON THE USE OF BY A PRESCRIBED AUTHOR

New South Wales
Section 88E(3) Conveyancing Act

AA248606A

PRIVACY NOTE: this information is legally required and will

(A) **TORRENS TITLE**

1/52743, 3/52743 and 42/605074

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone	CODE
421X	HUNT & HUNT DX 214 SYDNEY Reference: ESB | 8442052	R

RVC

(C) **REGISTERED PROPRIETOR**

CARRINGTON GOULBURN STREET PTY LIMITED ACN 099 908 460

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this restriction

Interest	Number	Name of lessee, mortgagee or chargee
Mortgage	9328347	CBA Corporate Services (NSW) Pty Limited ACN 072 765 434

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
City of Sydney Council

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure "A" hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 28 OCTOBER 2003.

(G) **Execution by the prescribed authority**

I certify that the authorised officer of the prescribed authority signing below who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: Michelle Sullivan

Name of witness: MICHELLE SULLIVAN

Address of witness: 456 KENT ST. SYDNEY 2000

Signature of an authorised officer:

Name of authorised officer: PETAR VLADETA

Position of authorised officer: GENERAL COUNSEL
POWER OF ATTORNEY REGISTERED NO. 393 BOOK 4275.

(G) **Execution by the registered proprietor**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation:
Authority:

CARRINGTON GOULBURN STREET PTY LIMITED
Common Seal
A.C.N. 099 908 460

Signature of authorised person:

Name of authorised person: PETAR NAKRATIL
Office held: DIRECTOR

Signature of authorised person:

Name of authorised person: Andrew Finlayson
Office held: Director

(H) **Consent of the** mortgagee

The mortgagee under mortgage No. 9328347 agrees to be bound by this restriction. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Name of witness: BRETT A HINTON

Address of witness: Level 1, 20 PITT ST, SYDNEY

Signature of mortgagee:

GLENN HILLIARD
PORTFOLIO FUND MANAGER

All handwriting must be in block capitals.

LAND AND PROPERTY INFORMATION NSW

Req:R840897 /Doc:DL AA248606 /Rev:16-Dec-2003 /NSW LRS /Pgs:ALL /Prt:04-Nov-2021 12:48 /Seq:2 of 2
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Annexure "A" to RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

Parties:

Carrington Goulburn Street Pty Limited ACN 099 908 460 as Registered Proprietor and the City of Sydney Council as the Prescribed Authority

Dated: 28 OCTOBER 2003

POSITIVE COVENANTS

Section 88E(3) Conveyancing Act 1919

The Registered Proprietor covenants with the City of Sydney Council ("Council") that:

(a) The residential apartments within or forming part of the building which was constructed pursuant to the Consent will not be used or occupied except for the sole purpose of Residential Accommodation and not for any other purpose whatsoever.

(b) The car parking spaces or areas within or forming part of the building constructed pursuant to the Consent will be used only by a registered proprietor for the time being, tenant of such registered proprietor or occupier of a residential apartment or commercial suite within or forming part of the said building.

(c) The registered proprietor for the time being, tenant of such registered proprietor or occupant of a residential apartment or commercial suite, must not grant or permit to be granted or enter into any agreement to grant any form of Lease, Licence or Sublease of any car parking space or area, transfer ownership or otherwise part with possession of a car parking space or area to any person other than:

(A) a registered proprietor for the time being;

(B) a tenant of the registered proprietor; or

(C) an occupier of another residential apartment or commercial suite within or forming part of the building.

(d) In the event of any strata subdivision of the land, the Registered Proprietor must procure that:

(A) each utility lot (as defined in section 39(1) of the Strata Scheme (Freehold Development) Titles Act, 1973 (as amended) in the strata plan; and

(B) each car parking space or area contained or referred to in the strata plan, not being a utility lot

will be subject to a Restriction on User pursuant to section 39 of the Strata Scheme (Freehold Development) Act 1973 (as amended) in the form set out in subparagraphs (b) and (c) of this covenant.

In this instrument:

"Consent" means the consent granted to Development Application D02/00594 in accordance with the Environmental Planning and Assessment Act, 1979;

"Residential Accommodation" means use as a dwelling by an owner, invitee, licensee or tenant in accordance with the Residential Tenancies Act 1987, but excluding use as a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or short term accommodation without a residential tenancies agreement as defined in the Residential Tenancies Act 1987.

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Form: 13RPA
Release:
www.lpi.nsw.gov.au

RESTRICTION ON THE USE O
BY A PRESCRIBED AUTHO
New South Wales
Section 88E(3) Conveyancing Ac

AA248607X

PRIVACY NOTE: this information is legally required and wil

(A) **TORRENS TITLE**

1/52743, 3/52743 and 42/605074

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone	CODE
421X	HUNT & HUNT DX 214 SYDNEY Reference: ESB | 8442052	R

RVC

(C) **REGISTERED PROPRIETOR**

CARRINGTON GOULBURN STREET PTY LIMITED ACN 099 908 460

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this restriction

Interest	Number	Name of lessee, mortgagee or chargee
Mortgage	9328347	CBA Corporate Services (NSW) Pty Limited ACN 072 765434

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
CITY OF SYDNEY COUNCIL

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure "A" hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 16 OCTOBER 2003

(G) **Execution by the prescribed authority**

I certify that the authorised officer of the prescribed authority signing below who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: Michelle Sullivan
Name of witness: MICHELLE SULLIVAN
Address of witness: 456 KENT ST SYDNEY 2000

Signature of an authorised officer: UNDER POWER OF ATTORNEY
Name of ~~authorised officer~~ ATTORNEY: PETAR VLADETA
Position of authorised officer: GENERAL COUNSEL
REGISTERED NO. 393 BOOK 4275

(G) **Execution by the registered proprietor**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: CARRINGTON GOULBURN STREET PTY LIMITED ACN 099 908 460
Authority:

Signature of authorised person:
Name of authorised person: ANDREW FINLAYSON
Office held: DIRECTOR

Signature of authorised person:
Name of authorised person: PETER NAVKATIC
Office held: DIRECTOR

CARRINGTON GOULBURN STREET PTY LTD
Common Seal
A.C.N. 099 908 460

(H) **Consent of the** mortgagee

The mortgagee under mortgage No. 9328347 agrees to be bound by this restriction. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: Anne Rees
Name of witness: Anne Rees
Address of witness: 76 Bannockburn Rd Pymble 2073

Signature of mortgagee:

All handwriting must be in block capitals.

LAND AND PROPERTY INFORMATION NSW

CT PROD 22N, 412

Annexure "A" to RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

Parties:

CARRINGTON GOULBURN STREET PTY LIMITED ACN 099 908 460 as Registered Proprietor and the CITY OF SYDNEY COUNCIL as the Prescribed Authority

Dated: 16 OCTOBER 2003

Public Positive Covenant

Section 88E(3) Conveyancing Act 1919

The Registered Proprietor covenants with the City of Sydney Council ("Council") that in consideration of Council having authorised the discharge of stormwater, sprinkler test water and subsoil water from the land burdened ("the Land") through a private connection ("the Private Connection") beneath the public footway to the gully pit and Council's drainage system, the Registered Proprietor will at all times:

(a) use the Private Connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;

(b) not permit any other form of discharge whatsoever ("Unauthorised Discharge") including (without limitation) the discharge of trade wastes, contaminants or suspended silt;

(c) permit Council to disconnect the Private Connection and make good Council's drainage system if any Unauthorised Discharge from the Land is detected, such disconnection and making good to be at the sole expense of the Registered Proprietor of the Land;

(d) regularly inspect, clean and maintain the on-site detection system and the private stormwater lines;

(e) if a pump-out system is installed at any time, erect and maintain in a conspicuous position within the building erected on the Land burdened a notice of adequate dimensions warning that the area is liable to flooding in case of pump failure and allow Council officers access to the building from time to time to inspect such notice;

(f) release and hold harmless Council from and against all damages, claims, actions, proceedings, law, suits, losses, costs, expenses and other liabilities for any damage arising to any property or building on or in the Land as a result of:

(1) any blockage of or surcharge or backflow from Council's drainage system;

(2) the connection to Council's drainage system;

(3) the construction of the Private Connection beneath the footway or its presence in the public way;

(4) the abandonment or relocation of the gully pit;

(5) any costs and expenses of disconnection under paragraph (c)

and the Registered Proprietor indemnifies Council against all such claims and demands;

(g) not carry out any works of excavation or alterations to the Private Connection and/or Council's drainage system without obtaining Council's prior written consent, which consent shall be at Council's sole direction and, if granted, may be granted on such terms as Council seeks fit;

(h) acknowledge that if any provisions of this covenant are invalid or unenforceable such invalidity or unenforceability will not affect the operation, construction or interpretation of any other provisions of this covenant and the invalid or unenforceable provisions will be treated for all purposes as severed from this covenant.

Req:R848444 /Doc:DL AB388480 /Rev:20-May-2005 /NSW LRS /Pgs:ALL /Prt:05-Nov-2021 11:54 /Seq:1 of 6
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Form: 07L
Release: 1.1
www.lpi.nsw.gov.au

LEASE

New South Wales
Real Property Act 1900

AB388480M

PRIVACY NOTE: this information is legally required and will becor

STAMP DUTY

Office of State Revenue use only

NEW SOUTH WALES DUTY
05-04-2005 0002572767-001
SECTION 179-ORIGINAL
NO DUTY PAYABLE

(A) **TORRENS TITLE**

Property leased: if appropriate, specify the part or premises

Certificate of Title CP/SP73236
PART being the premises shown on the plan hereto annexed marked "A" and thereon described as "Substation Premises no. 8381'Wemyss Goulburn'" hereinafter called the "demised premises" together with right of way and easement referred to in Clauses 1 and 2 of Annexure "B" hereto.

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone	CODE
487T	CHYLANN & LEGALITIES Reference: BP:RSC:04 3711 / SP 73236	L

123819E

(C) **LESSOR**

THE OWNERS - STRATA PLAN NO. 73236
ABN: 75 340 409 908

The lessor leases to the lessee the property referred to above.

(D) Encumbrances (if applicable):

(E) **LESSEE**

ENERGYAUSTRALIA
ABN 67 505 337 385

(F) **TENANCY:**

(G)
1. **TERM:** 50 years at a rental of 10c per annum if demanded
2. **COMMENCING DATE:** 1 December 2004
3. **TERMINATING DATE:** 30 November 2054
4. With an **OPTION TO RENEW** for a period of N.A
   set out in clause N.A of N.A
5. With an **OPTION TO PURCHASE** set out in clause N.A of N.A
6. Together with and reserving the **RIGHTS** set out in clause 1 & 2 of Annexure "B"
7. Incorporates the provisions set out in **ANNEXURE** "B" hereto.
8. Incorporates the provisions set out in **MEMORANDUM** filed at Land and Property Information New South Wales as No. W578000
9. The **RENT** is set out in No. N.A of N.A

CHYLANN & LEGALITIES

All handwriting must be in block capitals.

Total Pages (office use only) ____

LAND AND PROPERTY INFORMATION NSW

DATE 1/4/05

(H)

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Corporation: THE OWNERS - STRATA PLAN NO. 73236

Authority: section 238 of the Strata Schemes Management Act

Signature of authorised person:

Name of authorised person: DEBBIE RICHARDS

Office held: ADMIN MANAGER

Signature of authorised person:

Name of authorised person:

Office held:

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness: Glenn James Elmore

Address of witness: 570 George Street
SYDNEY NSW 2000

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name: Grant Kenneth Greene-Smith

Signing on behalf of: ENERGYAUSTRALIA

Power of attorney-Book: 4368

-No.: 61

(I) **STATUTORY DECLARATION**

I,

solemnly and sincerely declare that—

1. The time for the exercise of option to in expired lease No. has ended;
2. The lessee under that lease has not exercised the option

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at in the State of New South Wales

on

in the presence of—

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness:

Req:R848444 /Doc:DL AB388480 /Rev:20-May-2005 /NSW LRS /Pgs:ALL /Prt:05-Nov-2021 11:54 /Seq:3 of 6
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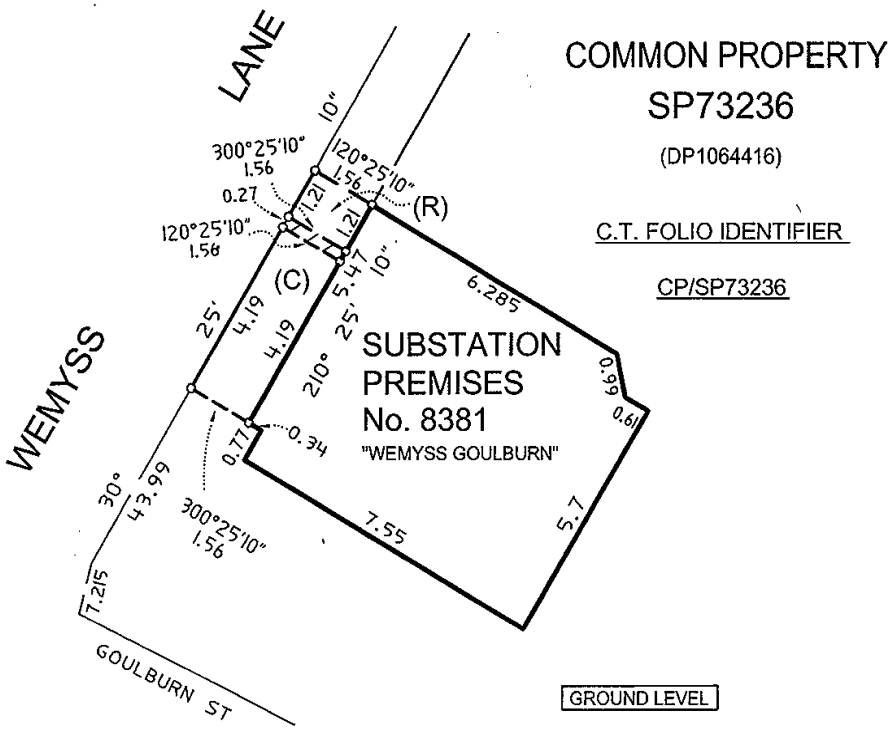
L.G.A. : SYDNEY
LOCALITY : SURRY HILLS

PLAN

SHOWING SUBSTATION PREMISES No.8381
RIGHTS OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES
WITHIN C.T. FOLIO IDENTIFIER CP/SP73236

PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND

REDUCTION RATIO 1:150



(R) RIGHT OF WAY
1.21 WIDE
(GROUND LEVEL)

(C) RIGHT OF WAY
AND EASEMENT
FOR ELECTRICITY
PURPOSES 4.19 WIDE
(GROUND LEVEL)

M. R. Riddell

M. R .RIDDELL
REG.'D SURVEYOR

29-10-2004

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED ..... REFERRED TO IN .....

THIS PAGE IS THE PLAN MARKED 'A' REFERRED TO IN THE LEASE MADE BETWEEN THE OWNERS – STRATA PLAN NO. 73236 AS LESSOR AND ENERGYAUSTRALIA AS LESSEE

SIGNED FOR & ON BEHALF OF THE LESSOR

SIGNED FOR & ON BEHALF OF THE LESSEE

24/3/05.

THE OWNERS - STRATA PLAN No. 73236
Common Seal

M:\cmw\EnergyAustralia\eaplan.doc(cmw)

346

AC / 04-449 / SYDNEY 412 / 52 / D23-88,89 / CR21661

S 16015

ANNEXURE "B" TO MEMORANDUM OF LEASE
MADE THE 1 DAY OF April ~~2004~~ 2005
BETWEEN THE OWNERS - STRATA PLAN NO. 73236 AS LESSOR
and ENERGYAUSTRALIA AS LESSEE

The Lessee shall have the benefit of the following rights and liberties;

1. The Lessee shall have full right and liberty for its officers servants workmen agents and contractors with or without tools materials plant and other apparatus and vehicles to pass and repass at all times of the day or night during the term hereby created over the land marked "RIGHT OF WAY 1.21 WIDE (GROUND LEVEL)" & "RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES 4.19 WIDE (GROUND LEVEL)" on the plan hereto annexed marked "A" (hereinafter referred to as "right of way") and during such times as the Lessee considers necessary to park vehicles upon the said right of way PROVIDED HOWEVER that access for the Lessor its agents tenants or licensees is not unnecessarily impeded.

2. The Lessee shall have full right liberty and licence for its officers servants workmen agents and contractors during the term hereby created to construct lay down dismantle replace repair renew and maintain underground/overhead electricity cables through beneath or over the land marked "RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES 4.19 WIDE (GROUND LEVEL)" on the plan hereto annexed marked "A" (hereinafter referred to as "easement") AND ALSO free and uninterrupted passage of electricity through the cables within the said easement.

3. Clause 5 of Memorandum W578000 is deleted and replaced by the following words:-

   "The Lessee shall have the right to use the substation installation and easement for the purpose of supplying other customers of the Lessee. In approving the connection of other electrical loads to the substation the Lessee will give priority to electrical loads which are located within the premises. If required by the Lessor, the Lessee will exclusively supply the Lessor from the substation installation upon the Lessor paying the Lessee's costs (which shall be determined in the Lessee's absolute discretion) for making alternate supply arrangements for any other customers of the Lessee supplied by the substation installation."

THE OWNERS - STRATA PLAN NO. 73236 Common Seal

SIGNED FOR AND ON BEHALF OF
THE OWNERS - STRATA PLAN NO. 73236

24/3/05

SIGNED FOR AND ON BEHALF OF
ENERGYAUSTRALIA

Bartier Perry Solicitors
043711\Annexure B(cmw)

Certificate of Owners Corporation
(dealing or plan dedication of road or reserve)

Approved Form 9

Cl.25(1)(F)/Cl.26(1)(L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Certificate of Owners Corporation

In pursuance of the * Strata Schemes (Freehold Development) Act 1973, ~~or * Strata Schemes (Leasehold Development) Act 1986,~~ The Owners - Strata Plan No. 73236 hereby certifies that:

1. the * dealing ~~* plan~~ † LEASE TO ENERGYAUSTRALIA was ~~* executed * accepted~~ * sealed by it pursuant to a special resolution passed in accordance with the requirements of the above Act;

2. the requirements of section 28(3)(a)(ii) or section 32(3)(a)(ii) of the above Act have been complied with in respect of the said *dealing ~~* plan~~.

The common seal of the Owners - Strata Plan No. 73236 was affixed hereto on 24 March 05 in the presence of DEBBIE RICHARDS being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE OWNERS - STRATA PLAN No. 73236 Common Seal

D Richards
Signature

Signature

DEBBIE RICHARDS - DOLY AUTH OFFICER
Print Name and Capacity

Print Name and Capacity

24/3/05
Date

* Strick out whichever is inapplicable.
† Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.

043711\Form 9(CMW)

Certificate re Initial Period Expired

Approved Form 10

Cl.25(1)(F)/Cl.26(1)(L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Certificate re Initial Period

In pursuance of the * Strata Schemes (Freehold Development) Act 1973, * Strata Schemes (Leasehold Development) Act 1986, The Owners - Strata Plan No. 73236 hereby certifies that in respect of the strata scheme based on Strata Plan No. 73236:

*(a) the initial period, as defined by that Act, expired before:

~~* issue by the *local council/* accredited certifier on ..... of a certificate referred to in * section 9(3)(b) * section 11(2)(b).~~

* issue by the ~~*local council/*~~ accredited certifier on ..... of a ~~certificate referred to in * section 13(2)(a) * section 16(2)~~(a).

* issue by the owners corporation on ...1...December...2004.. of a certificate referred to in section 28(4)(a) *section 32(4)(a).

*(b) ~~at the date of issue of a certificate referred to in section * 9(3)(b); * 13 (2)(a) or *~~ 28(4)(a) * section 11(2)(b); * 16(2)(a) or * 32(4)(a) ~~the original~~ proprietor owned all of the lots in the strata scheme ~~and any~~ purchaser under an exchanged contract for ~~purchase of a~~ lot in the strata scheme consented to any plan or ~~dealing that is being lodged along with this~~ certificate.

The common seal of the Owners - Strata Plan No. 73236 was hereunto affixed on ....24 March 05.... in the presence of .....DEBBIE RICHARDS.....being the person(s) authorised by section 238 of the ~~Strata Schemes~~ Management Act 1996 to attest the affixing of the seal.

THE OWNERS - STRATA PLAN No. 73236 Common Seal

.....D Richards..... .....
Signature Signature

DEBBIE RICHARDS - DULY AUTH OFFICER .....
Print Name and Capacity Print Name and Capacity

* Strike out whichever is inapplicable.

Req:R848445 /Doc:DL AJ106995 /Rev:23-Mar-2015 /NSW LRS /Pgs:ALL /Prt:05-Nov-2021 11:54 /Seq:1 of 12
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Form: 10CN
Release: 5·3

CHANGE OF NAME

New South Wales
Real Property Act 1900

AJ106995E

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. Extra fee paid (62 x 10) = 663.00

(A) TORRENS TITLE

(B) REGISTERED DEALING

Number: Leases (See Annexure)
Torrens Title: (See Annexure).

(C) LODGED BY

Document Collection Box: 1W

Name, Address or DX, Telephone, and Customer Account Number if any
AUSGRID (BRIAN WARTERS)
DX 9863
ALEXANDRIA
Reference:

CODE: CN

LODGED 15 FEB 2015 TIME: 11:50

(D) REGISTERED PROPRIETOR

Whose name is to be changed; show the name as it currently appears on the Torrens Title
ENERGYAUSTRALIA

(E) NEW NAME

Of the above registered proprietor in full
AUSGRID

(F) The registered proprietor of the above registered dealing applies to have my new name recorded in the Register in respect of that registered dealing and hereby consents to the Registrar General contacting the relevant issuing authorities to validate any supporting evidence lodged with this application.

(G) STATUTORY DECLARATION BY THE APPLICANT*

I, BRIAN WARTERS

solemnly and sincerely declare that—

1. I am AUTHORISED SIGNATORY ON BEHALF OF AUSGRID
2. on _____ at _____ in the SELECT >>> >>> >>> >>> >>>
   I married _____
3. As per the Energy Services Corporations (Change of Name) Regulation 2014 EnergyAustralia has changed name to Ausgrid. (see attached).

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900, and I certify this application to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at SYDNEY in the State of New South Wales on 17 JULY 2014
in the presence of LUCIA WALTERS of 570 GEORGE ST, SYDNEY, NSW,
☒ Justice of the Peace (J.P. Number: 192414) ☐ Practising Solicitor
☐ Other qualified witness *[specify]* _____

** who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering;~~ and
2. I have known the person for at least 12 months ~~OR I have confirmed the person's identity using an identification document and the document I relied on was a~~ _____ *[Omit ID No.]*

Signature of witness: Lucia Walters Signature of applicant: [signature]

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. ** If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

(H) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.*

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. _____ Full name: _____ Signature: _____

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1309

(NO NOS) NO CT'S

Req:R848445 /Doc:DL AJ106995 /Rev:23-Mar-2015 /NSW LRS /Pgs:ALL /Prt:05-Nov-2021 11:54 /Seq:2 of 12
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Energy Services Corporations Amendment (Change of Name) Regulation 2011

under the

Energy Services Corporations Act 1995

1 Name of Regulation

This Regulation is the *Energy Services Corporations Amendment (Change of Name) Regulation 2011*.

2 Commencement

This Regulation commences on the day on which it is published on the NSW legislation website.

3 Amendment of Energy Services Corporations Act 1995 No 95

(1) **Schedule 1 Energy services corporations**

Omit "Country Energy" from Part 2 of the Schedule.

Insert instead "Essential Energy".

(2) **Schedule 1, Part 2**

Omit "EnergyAustralia". Insert instead "Ausgrid".

(3) **Schedule 1, Part 2**

Omit "Integral Energy Australia". Insert instead "Endeavour Energy".

ANNEXURE A

AJ 106995

Title reference	Dealing number
CP/SP61162	6966760
CP/SP61164	7918871
CP/SP61322	7529839
CP/SP61424	AA178945
CP/SP61436	5252813
CP/SP61485	6380090
CP/SP61527	AA501483
CP/SP61643	6520082
CP/SP61667	7792258
CP/SP61871	5984355
CP/SP62158	AA777538
CP/SP62325	7608193
CP/SP62475	AA384285
CP/SP62559	6759033
CP/SP62660	6807530
CP/SP62661	6807531
CP/SP62775	6837506
CP/SP63094	6841509
CP/SP63309	7319997
CP/SP63341	9182334

Req:R848445 /Doc:DL AJ106995 /Rev:23-Mar-2015 /NSW LRS /Pgs:ALL /Prt:05-Nov-2021 11:54 /Seq:4 of 12
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Title reference	Dealing number
CP/SP63503	8325008
CP/SP63607	6569763
CP/SP63664	7032118
CP/SP63717	7076013
CP/SP63767	7044720
CP/SP63903	9393452
CP/SP64038	AA178957
CP/SP64146	8971890
CP/SP64228	7159245
CP/SP64256	8899317
CP/SP64272	6985926
CP/SP64462	AC165186
CP/SP64626	7423399
CP/SP64730	AB865043
CP/SP64807	AC695283
CP/SP64932	7871109
CP/SP64946	8309916
CP/SP64972	AD259726
CP/SP65086	8364890
CP/SP65111	AA325493

Req:R848445 /Doc:DL AJ106995 /Rev:23-Mar-2015 /NSW LRS /Pgs:ALL /Prt:05-Nov-2021 11:54 /Seq:5 of 12
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Title reference	Dealing number
CP/SP65391	5162070
CP/SP65530	AA254288
CP/SP65647	7712574
CP/SP65702	7667135
CP/SP65708	6001448
CP/SP65717	7067545
CP/SP65901	7717966
CP/SP65907	7654029
CP/SP66106	7811521
CP/SP66181	7867853
CP/SP66300	7467814
CP/SP66459	8364891
CP/SP66638	7959330
CP/SP66694	AB934703
CP/SP66870	8713990
CP/SP67205	AC574226
CP/SP67235	AA451985
CP/SP67246	AB725721
CP/SP67258	9418819
CP/SP67304	8273372

ANNEXURE A

Title reference	Dealing number
CP/SP67386	8413224
CP/SP67559	7795859
CP/SP67565	9480449
CP/SP67607	8610536
CP/SP67608	8610536
CP/SP67665	8394110
CP/SP67782	8562760
CP/SP67907	8579644
CP/SP67995	9141314
CP/SP68110	9832889
CP/SP68694	8610165
CP/SP68695	8610165
CP/SP68755	9063167
CP/SP68972	8996921
CP/SP68978	8940261
CP/SP6898	6351064
CP/SP69052	9160252
CP/SP69103	9357222
CP/SP69132	9159156
CP/SP69140	8964460

Req:R848445 /Doc:DL AJ106995 /Rev:23-Mar-2015 /NSW LRS /Pgs:ALL /Prt:05-Nov-2021 11:54 /Seq:7 of 12
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Title reference	Dealing number
CP/SP69204	8553575
CP/SP69315	AA780148
CP/SP69352	9061619
CP/SP69371	9150877
CP/SP69440	8413224
CP/SP69543	9953470
CP/SP69567	9209659
CP/SP69581	AB464371
CP/SP69746	8965840
CP/SP69758	9072985
CP/SP69936	AA288301
CP/SP70012	9472603
CP/SP70145	AB396892
CP/SP70150	9417262
CP/SP70158	AA235363
CP/SP70298	AA19015
CP/SP70446	AC353820
CP/SP70456	AA235246
CP/SP70488	9448414
CP/SP70530	8407407

Req:R848445 /Doc:DL AJ106995 /Rev:23-Mar-2015 /NSW LRS /Pgs:ALL /Prt:05-Nov-2021 11:54 /Seq:8 of 12
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ANNEXURE A

Title reference	Dealing number
CP/SP70871	AB636995
CP/SP70974	9080301
CP/SP71103	AB74508
CP/SP71140	AA37543
CP/SP71198	AA714331
CP/SP71215	AD107826
CP/SP71247	AB390777
CP/SP71281	9888707
CP/SP71871	AB888230
CP/SP71897	AA987496
CP/SP71951	2701014
CP/SP71980	9722706
CP/SP72314	AB858717
CP/SP72442	AA508001
CP/SP72540	AA200219
CP/SP72557	AB324200
CP/SP72886	AB701725
CP/SP72924	AC707500
CP/SP72955	AF889804
CP/SP72964	AA709205

ANNEXURE A

Title reference	Dealing number
CP/SP73082	AB242445
CP/SP73205	8904524
CP/SP73236	AB388480
CP/SP73318	AB55397
CP/SP73502	AA959304
CP/SP73528	AB401402
CP/SP73608	AC291878
CP/SP73802	AA692070
CP/SP73850	AC566459
CP/SP73943	AD862278
CP/SP73990	9306542
CP/SP73991	9306542
CP/SP74191	AB824633
CP/SP74248	2169251
CP/SP7448	9701629
CP/SP7474	AA989897
CP/SP74758	AE862118
CP/SP75028	AB502226
CP/SP75071	AF264107
CP/SP75760	AB794969

ANNEXURE A

Title reference	Dealing number
CP/SP75809	AB883112
CP/SP76483	I119944
CP/SP76683	AC112086
CP/SP76902	8122383
CP/SP76963	AC43101
CP/SP77286	AC440191
CP/SP77684	AC623931
CP/SP77796	AE349103
CP/SP77938	AC633660
CP/SP77975	AD254856
CP/SP77992	AB430496
CP/SP78129	AC746571
~~CP/SP78518~~	~~6248507~~
CP/SP78566	AC754621
CP/SP78843	9306542
CP/SP78875	6221328
CP/SP79678	AD344481
CP/SP80022	AF892778
CP/SP80345	AD866511
CP/SP80522	AD511455

DELETE

I am authorised to make the alteration.

BRIAN WALTERS - ASSERID

ANNEXURE A

Title reference	Dealing number
CP/SP8093	AA706071
CP/SP81128	AE443377
CP/SP81412	AE236181
CP/SP81899	AE634486
CP/SP82279	AE596221
CP/SP82487	AE553825
CP/SP82837	AF41550
CP/SP82954	AF175349
CP/SP83116	AF103591
CP/SP83285	AB695506
CP/SP83833	7936341
CP/SP83861	AF524775
CP/SP84416	7850694
CP/SP84574	AF858620
CP/SP84632	AF75450
CP/SP84812	AF935752
CP/SP85105	AG94996
CP/SP86011	AB279908
CP/SP88677	AE554875
CP/SP88677	AE554876

ANNEXURE A

	Title reference	Dealing number
	CP/SP88678	AE554874
	CP/SP89873	AA29372
DELETE	~~CP/SP9392~~	~~6103500~~
	CP/SP9414	AG56747
	D/373329	5043142
DELETE	~~F/27893~~	~~AB540954~~
	G/419941	AC894693
	X/420706	AC455958

I am authorised to make the alterations.

BRIAN WATERS – ASERIO

Req:R840899 /Doc:DL AM564682 /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:04-Nov-2021 12:48 /Seq:1 of 40
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Form: 15CH
Release: 2·0

CONSOLIDATION/ CHANGE OF BY-LAWS

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

AM564682T

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/SP73236

(B) **LODGED BY**

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(C) The Owners-Strata Plan No. 73236 certify that a special resolution was passed on 15 March 2017

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 9
Amended by-law No. NOT APPLICABLE
as fully set out below:

See Schedule 2 of Annexure A.

(F) A consolidated list of by-laws affecting the 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. 73236 was affixed on 20TH JUNE 2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: Greg Freeman
Name: GREG FREEMAN
Authority: AUTHORISED SIGNATORY RCS

Signature:
Name:
Authority:

THE OWNERS - STRATA PLAN No. 73236 Common Seal

~~OFF "C D B L"~~
ON COBL
ON CT
OFF SG

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
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CT Proof by IVV for CM on 30/6/17

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Annexure A to Form 15CH

Consolidated by-laws

The Owners—Strata Plan No 73236

21 Brisbane Street, Surry Hills 2010

Greg Freeme

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

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Schedule 1 Consolidated By-Laws

1. **Noise**

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property except that the owner or occupier from time to time of Lots 1 to 6 may conduct such uses in the respective Lot as are approved from time to time by Sydney City Council.

Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property.

3. **Obstruction of common property**

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

4. **Damage to common property**

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

(b) An approval given by the owners corporation under subclause (a) cannot authorise any additions to the common property.

(c) This by-law does not prevent an owner or person authorised by an owner from installing:

(1) any locking or other safety device for protection of the owner's lot against intruders; or

(2) any screen or other device to prevent entry of animals or insects on the lot; or

(3) any structure or device to prevent harm to children.

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

(e) Despite section 62 the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (c) that forms part of the common property and that services the lot.

5. **Behaviour of owners and occupiers**

An owner or occupier of a lot when on common property:

(a) must be adequately clothed; and

(b) 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.

6. **Children playing on common property**

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.

For the purposes of this by-law a "child" is any person under 12 years of age.

7. **Behaviour of invitees**

Subject to by-law 1 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 of any person lawfully using common property.

8. **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.

9. **Waste disposal**

An owner or occupier of a lot must deposit waste which is to be collected by waste disposal authorities either in the receptacles provided by the owners corporation in the designated area of common property on the ground floor or in the garbage chute provided on common property. In using the waste receptacles or garbage chute an owner or occupier must:

(a) ensure that before refuse is placed in any receptacle or chute it is securely wrapped or, in the case of tins or other containers, completely drained; and

(b) where recycling bins are made available directly deposit to those bins the applicable waste for the bin.

10. **Drying of laundry items**

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

11. **Cleaning of windows**

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

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12. **Floor coverings**

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

(b) This by-law does not apply to the floor space comprising a bathroom or to any Lot on the ground floor.

13. **Keeping of animals**

Subject to section 49(4) an owner or occupier of a lot must not without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

14. **Appearance of lot**

The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that viewed from outside the lot is not in keeping with the rest of the building. This by-law does not apply to any ground floor lot provided such proprietors must comply with all requirements of Sydney City Council.

15. **Notice board**

The owners corporation must cause a notice board to be affixed in the ground floor foyer of the building.

16. **Storage of inflammable liquids and other substances and materials**

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

(b) This by-law does not apply to:

(1) chemicals, liquids, gases or other material used or intended to be used for domestic purposes;

(2) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine; or

(3) any chemicals, liquids, gases or other material reasonably necessary for the conduct in any ground floor Lot of any use approved from time to time by Sydney City Council.

GTP

17. **Moving furniture and other large objects on or through common property**

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has been given:

(a) where the owners corporation has appointed a manager, to that manager, or

(b) if there be no manager appointed, to the executive committee

to enable either the manager or a representative of the executive committee to be present at the time when the owner or occupier does so and in moving any such objects the owner or occupier must comply with such reasonable stipulations as may be given by the manager or the representative of the executive committee.

18. **Change in use of lot to be notified**

An owner or 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).

19. **Contribution to administrative fund**

An owner of a lot which is not used for residential purposes may be required by the owners corporation to pay the amount by which the insurance premium on the building is increased as a result of the lot being used for purposes other than as a residence.

20. **Hot water service**

(a) The owners corporation must maintain in good order and repair a hot water service to be located on common property in positions determined by the owners corporation for the supply of hot water to each lot in the strata scheme except Lots 1 to 6.

(b) The owners of Lots 1 to 6 will not be required to contribute to any costs associated with the supply of hot water to any other lot in the Strata Plan including all maintenance costs and costs incurred from time to time in the replacement of any hot water system or other capital expenditure associated with that system.

(c) By-law 22(b) shall not be amended, added to or repealed without the written consent of the owners for the time being of Lots 1 to 6.

21. **Balconies**

An owner or occupier of a Lot which has a balcony must not place on the balcony or engage in any activity on the balcony which will damage the integrity of the waterproof treatment of the balcony. In this regard the owner or occupier must comply with any directions given by the owners corporation or by any manager appointed by the owners corporation.

SMP

21 Installation of Parking Bollards (in dealing AB881075W)

Notwithstanding by-law 4, for the purpose of controlling the access to and preventing unauthorised persons from using the car space forming part of a lot, an owner or occupier of the lot may install. at the cost of that owner or occupier, a lockable parking bollard or device within the car space forming part of that lot provided that:

(a) the lockable parking bollard or device is installed in a competent and proper manner;

(b) the appearance of the lockable parking bollard or device when installed is consistent with the lockable parking bollards or devices already installed in the strata scheme; and

(c) the owner or occupier of the lot: must maintain and keep the lockable parking bollard or device in a state of good and serviceable repair and must remove or replace the same if it becomes damaged to such an extent that it constitutes a hazard or is unsightly in appearance.

SPECIAL BY-LAW 1

The proprietors for the time being of Lot 4 and Lot 5 (*the proprietors*) shall be entitled to carry out the alterations and additions (*the work*) to the said lots as described in the schedule below and, to the extent necessary, the Owners Corporation confers on the proprietors the exclusive use and enjoyment of those parts of the common property the demolition or replacement of which is comprised in the work and any additions comprised in the work which will become common property subject to the following conditions:

(a) The proprietors shall be responsible for the maintenance, upkeep and – whenever necessary – renewal or replacement of those parts of the common property the subject of this by-law.

(b) The provision to the Owners Corporation of:

(i) satisfactory evidence of approval by Sydney City Council (*the Council*) and by any other competent authority to the work;

(ii) a written report by a duly qualified engineer to the effect that the work will not affect the structural integrity or weather-tightness of the building;

(iii) satisfactory evidence of adequate professional indemnity insurance of the engineer referred to in paragraph (ii) above and of the architect supervising the work; and

(iv) satisfactory evidence of the contractors' all risk insurance in respect of the work in the sum of at least $10 million.

(c) The work shall be carried out:

(i) in a good and tradesman-like manner b y suitably qualified and – where necessary – licensed tradesmen;

(ii) causing as little inconvenience as possible to the other occupiers of the strata scheme;

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(iii) in accordance with any conditions imposed by the Council, whether pursuant to a development application or otherwise, and by any other competent authority;

(iv) between the hours of 8.00am and 4.30pm on Mondays to Fridays inclusive excepting public holidays and such other times or periods as may be precluded by any conditions imposed by the Council.

(d) No materials goods or tools used in connection with the work shall be kept upon the common property.

(e) The common property shall be left in a clean and tidy condition at the end of each day and shall at all times be adequately protected against any damage which may be caused by the passage of goods, materials, tools and tradesmen.

(f) The proprietors shall at their expense rectify all damage of whatsoever nature caused to any other part of the common property in consequence of the performance of the work or in connection therewith.

(g) The proprietors shall ensure that the security of the building comprising the strata scheme is maintained throughout the performance of the work.

(h) The proprietors shall, if on completion of the work the Owners Corporation reasonably considers it necessary, at their own expense cause to be prepared and registered a building alteration plan pursuant to Section 14 of the Strata Titles Act,

And the proprietors shall at all times keep the Owners Corporation fully indemnified in respect of any damage, losses, liabilities, costs, charges and expenses whatsoever arising from the performance of the work including (but without limitation) the reasonable legal costs and out-of-pocket expenses incurred by the Owners Corporation in considering, preparing and registering this by-law.

SCHEDULE

Alterations to the subject Lots 4 and 5 (*lots*) and the common property comprising:

(a) the removal of the common wall of the lots and the future reinstating of the wall upon 30 days notice given by the proprietors;

(b) the installation of air conditioning units to the lots and mounting air conditioning units in the common area in the car park; and

(c) the installation of 1 bathroom, 1 kitchenette and 2 storage areas in the Lot 4 as shown in and described upon the drawings prepared by Jayam Param Architecture dated 27 September 2005, a copy of which has been exhibited at the meeting at which this by-law is resolved and which drawing has been placed with the Minutes.

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SPECIAL BY-LAW 2 - Air Conditioning

DEFINITIONS AND INTERPRETATION

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

   a) **Authority** means any government, semi government, statutory, public, community association or other authority having any jurisdiction over the lot.

   b) **Owner** means the owner of the lot from time to time.

   c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 73236.

   d) **Special Privilege Area** means the common property area reasonably required to install an air conditioning condensing unit to the allocated piping and condenser installation points corresponding with the lot as indicated on the attached plan (for clarity, where the allocated piping and condenser installation points are located on the carpark levels basement 1 and basement 2, the air conditioning condensing unit is to be located in the corresponding carspace or located or attached to common property on the boundary of the carspace as is the case with the existing air conditioning condensing units on those levels).

   e) **Works** means the installation of an air conditioning condensing unit as approved by the Owners Corporation.

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;

   d) anything the Owner is required or permitted to do under this bv-law is to be at the Owner's cost; and

   e) references to legislation includes references to amending and replacing legislation.

GRANT OF RIGHTS

3. Subject to an Owner's compliance with clauses 5, 6 and 7 of this by-law each Owner is granted the right to undertake the Works in the Special Privilege Area corresponding with their lot.

4. In relation to the installation of air conditioning condensing units already undertaken at the time of the making of this by-law, this by-law applies as if the Works were undertaken by the Owner benefited by those Works in accordance with clauses 5, 6 and 7 of this by-law.

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CONDITIONS

5. In respect of the Works corresponding to their lot each Owner must before commencement of the Works:

   a) provide the Owners Corporation with detailed specifications of the Works, including the make, model and colour of the air conditioning condensing unit and the proposed location for the condensate run off;

   b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;

   c) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 48 hours of any request from the Owners Corporation; and

   d) obtain approval for the Works from the Owners Corporation.

6. In respect of the Works corresponding to their lot each owner must whilst the Works are in progress:

   a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;

   b) ensure the Works are conducted in a proper and workmanlike manner;

   c) use reasonable endeavours to cause as little disruption as possible;

   d) perform the Works during times reasonably approved by the Owners Corporation;

   e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;

   f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;

   g) protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;

   h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;

   i) indemnify the Owners Corporation against any costs or losses associated with the installation of the Works, excluding any liability under section 65(6) of the Strata Schemes Management Act 1996;

   j) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and

   k) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

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7. In respect of the Works corresponding to their lot each Owner must without unreasonable delay after the Works have been completed:

   a) notify the Owners Corporation that the Works have been completed;

   b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;

   c) provide the Owners Corporation with a copy of anv certificate or certification required by an Authority to approve the Works;

   d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;

   e) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law; and

   f) the Owners Corporation's right to access the lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

8. In respect of the Works and Special Privilege Area corresponding to their lot each Owner:

   a) must maintain and upkeep the Works;

   b) must maintain and upkeep the Special Privilege Area;

   c) remains liable for any damage to lot or common property arising out of the Works;

   d) must make good any damage to lot or common property arising out of the Works;

   e) must comply with any notice or order issued by an Authority in respect of the Works; and

   f) must indemnify the Owners Corporation against any costs or losses arising out of the Works, excluding any liability under section 65(6) of the Strata Schemes Management Act 1996 in respect of the property of the Owner.

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Special By-law No. 3: Conduct of Building Works in Lots

(1) Notwithstanding By-law 4, for the purpose of protecting the health, safety and welfare of all owners and occupiers of lots in the strata scheme and to avoid, so far as is possible, loss and damage to the owners corporation and owners and occupiers of lots, the owner of a lot in the strata scheme (referred to as the "**Owner**" in this by-law) must not permit or carry out any building works of whatsoever nature in or on the lot unless the owner, the occupier and every contractor, builder, servant or agent of the owner or occupier complies with the succeeding provisions of this by-law.

(2) At least 21 days prior to undertaking any works, including any works described in By-law 4, the Owner must first notify the executive committee in writing of the Owner's intention to do so including in that notice:

(i) the Owner's name and lot number;

(ii) a description of all of the works the Owner proposes to carry out, and

if the works effect a change to common property in any way by, for example, but without limitation, removal of walls, piercing of a common property wall or slab, enclosing a balcony, removal or installation of floor tiles, removal or installation of a bath, shower stall, toilet or hand basin, the Owner must provide with the notice floor plans and drawings depicting the Owner's lot prior to the proposed works and a copy of the plans, drawings and specifications for the works.

(3) For the purposes described in paragraph (1), the executive committee may impose restrictions and obligations on the Owner and the Owner's contractors, servants and agents including without limitation:

(a) a requirement to apply to the Council of the City of Sydney ("**Council**") for development or other approval for the performance of the works or confirmation that no such approval is required; and

(b) such other restrictions and obligations the executive committee considers are reasonable and appropriate having regard to the nature of the works including the necessity for the adoption of an additional by-law as may be required by the Act.

(4) If the Owner's proposed works do not effect a change to or interference with common property in any material way, then the executive committee may approve the performance of those works pursuant to By-law 5.

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(5) If the Owner's proposed works effect a change to common property, prior to undertaking the works, in addition to any other restrictions or obligations imposed by the executive committee:

(a) the Owner must obtain and provide to the executive committee the certificate of currency of the insurance policy or policies of the building contractor carrying out the works which is effected with a reputable insurance company reasonably acceptable to the executive committee of the owners corporation for:

(i) contractor's all risk insurance incorporating public liability insurance in an amount of not less than $5,000,000;

(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;

(b) the Owner must obtain and provide to the executive committee the opinion of a structural engineer (reasonably acceptable to the executive committee) to the effect that if the works are carried out in a good and workmanlike manner substantially in accordance with the plans, drawings and specifications provided to the executive committee, the works will not adversely affect the structural integrity of the building or any part thereof;

(c) if required by the executive committee, the Owner must cause a dilapidation report to be conducted of the common property and each lot affected or likely to be affected by the building works.

(6) Upon compliance by the Owner with the Owner's obligations under clauses (2) and (5) of this by-law (as applicable to the Owner's works), the executive committee will grant approval for the Owner's proposed works which approval may be subject to the adoption of an additional by-law authorising the works as required by the Act.

(7) In carrying out the works, the Owner must:

(a) if the works effect a change to common property, ensure that the works are carried out in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia and relevant Australian standards;

(b) ensure that the works are carried out in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot;

(c) ensure that the works are carried out substantially in accordance with the plans, drawings and specifications provided to the executive committee prior to construction and, if the approval of the Council is required for the conduct of the works, as approved by the Council;

(d) not materially amend or vary the plans, drawings and specifications without the approval in writing of the executive committee and, if required, the Council;

(e) take reasonable precautions to protect all areas of the building outside the Owner's lot from damage by the works;

(f) ensure that all construction materials, equipment, debris and other material associated with the works are transported over common property in the manner reasonably directed by the executive committee and that no construction materials, equipment, debris and other material associated with the works are deposited on the common property at all or on the pavement outside the building for longer than 24 hours unless prior arrangements have been made by the Owner or the Owner's contractor with the executive committee for the use and siting of a rubbish skip or dump bin;

(g) ensure that all areas of the complex outside the Owner's lot which are affected by the works are kept clean and tidy throughout the performance of the works;

(h) ensure that, so far as is reasonably practicable, the works are performed wholly within the Owner's lot;

(i) ensure that the works are only performed between the hours of 7.30 a.m. and 5.00 p.m. Monday to Friday, 8.00 a.m. to 2.00 p.m. on Saturday and not at all on Sunday or any public holiday;

(j) ensure that no doors or access ways are blocked, or propped open or hindered in any way by the Owner's contractor, his employees, servants or agents or by construction materials, equipment, debris and other material associated with the works;

(k) ensure that the works do not interfere with or damage the common property (other than as is approved in an appropriate by-law) or the property of any other lot owner or occupier;

(l) ensure that neither the Owner nor the Owner's contractor, his employees, servants or agents uses any of the owners corporation's garbage bins to store or cart debris, building materials, tools or equipment;

(m) ensure that any damage caused by the Owner or the Owner's contractor, his employees, servants or agents in the

performance of the works is made good within a reasonable period after that damage occurs;

(n) ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond the Owner's reasonable control, the works are completed within three months of their commencement or such longer period of time as the executive committee, acting reasonably, permits.

(8) If the approval of the Council is necessary to carry out the works, on completion of the building works the Owner must provide to the executive committee the certificate of the Council that the works have been inspected by the Council and that the works comply with the conditions of any approval given by the Council.

(9) This by-law does not relieve the Owner from any duty or obligation to comply with the provisions of the Act relating to the making of a by-law authorising particular works or the exercise of a special privilege or grant of exclusive use rights.

(10) The Owner is liable for any damage caused to any part of the common property or any other lot as a result of the performance of the works and the Owner must take such steps as are necessary to make good that damage within a reasonable time after it has occurred.

(11) The Owner indemnifies the owners corporation and each other owner and occupier of a lot in the strata scheme against any loss or damage the owners corporation and/or that other owner or occupier may suffer as a direct result of the performance of the works.

(12) The Owner must, at the Owner's cost, maintain the fixtures and fittings installed in the course of the works in a state of good and serviceable repair and the Owner must renew or replace those fixtures and fittings when necessary and in the event that the Owner fails to do so, the owners corporation may, at the Owner's cost:

(a) carry out all work necessary to maintain, repair or replace the fixtures and fittings installed as part of the works;

(b) enter upon any part of the Owner's lot to carry out that work; and

(c) recover the costs of carrying out that work from the Owner,

and the Owner indemnifies the owners corporation against any liability flowing from the actions of the owners corporation pursuant to this clause.

(13) This by-law is intended to operate in conjunction with and not in derogation of By-law 4 but if there is any inconsistency between By-law 4 and this by-law, the provisions of this by-law prevail.

GTF

Special By-Law No. 4: - Approval of Building Works in Lot 68

(1) The owners corporation agrees that:

(a) the building works, fixtures and fittings described in the Schedule to this by-law (the "**Works**) will be installed or effected by or on behalf of the owners of Lot 68 (the "**Lot**"); and

(b) on the conditions set out in this by-law, the owner or owners for the time being of the Lot (collectively described in this by-law as the "**Owner**") shall have a special privilege to install, keep and maintain the Works and a right of exclusive use and enjoyment of that part of the common property affected by the Works.

(2) **Definitions**

For the purposes of this by-law:

"**Council**" means the Council of the City of Sydney;

"**Development Consent**" means the consent given by the Council to the development of the Lot lodged by or on behalf of the Owner with Council consequent upon the adoption of resolution numbered 2 in the minutes of the executive committee meeting of the owners corporation held on 2 June 2009 and includes, without limitation, all conditions contained in or attached to the notice of determination given in respect of that Development Consent and in any construction certificate issued in connection with that Development Consent or incorporated by reference or otherwise in any of those documents;

"**Plans**" means the plans and specifications in respect of the Works lodged with the application for the Development Consent and considered, but not approved, by the executive committee at its meeting on 2 June 2009 solely for the purpose of permitting the Owner to lodge the application for the Development Consent;

"**Works**" means and includes all of the building works described in or contemplated by the Works generally described in the Schedule to this by-law and substantially as depicted on the Plans.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 1996*, that word or phrase has the same meaning in this by-law.

SPP

(3) **Conditions**

(a) The Owner acknowledges and agrees that the Owner must itself or by its contractors comply with the terms and conditions of the Development Consent.

(b) The Owner acknowledges and agrees that the provisions of Special By-law No. 3 relate to and are binding upon the Owners to the same extent as if those provisions were incorporated into and form part of this by-law without the necessity for re-statement of Special By-law No. 3 herein.

(c) The Owner acknowledges and agrees that it must comply with this by-law and Special By-law No. 3, in particular, but without limitation, clauses (2), (5) and (7) to (12) inclusive of special By-law No. 3 and with the reasonable restrictions, directions and obligations of the executive committee imposed under clause (3) of Special By-law No. 3.

(d) The Owner acknowledges and agrees that the owners corporation may enforce the provisions of Special By-law No. 3 incorporated by reference into this by-law in any way in which the owners corporation may enforce any other by-law under the Act.

(e) Without limiting any obligation to comply with the Development Consent, the Owner (including any contractor carrying out work on behalf of the Owner) must install under the tiles in each wet area and the roof terrace affected by the Works, waterproof membrane of a type reasonably satisfactory to the executive committee.

(f) The Owner must, prior to the commencement of the Works:

(i) provide to the executive committee details of the waterproof membrane to be installed by the Owner's contractor under the tiles in any wet area and/or the roof terrace affected by the Works; and

(ii) provide to the executive committee a copy of the warranty of the contractor who will install the waterproof membrane.

(g) Without limiting any of the obligations in the Development Consent, the Owner must ensure that the external appearance of the Works after completion match as nearly as possible the existing external materials of the roof and external walls and glazing and that the external appearance of the completed works is aesthetically in keeping with the existing external appearance of the building works constructed on Level 4.

SOP

(4) **Other Rights and Obligations**

(a) The Owner is liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property as a result of the performance of the Works whenever that damage may occur.

(b) The Works must be undertaken at the cost of the Owner.

(c) The Owner is responsible for, and must bear and pay all the costs of, the proper maintenance of the Works (which expression includes without limitation any and all fixtures, fittings, waterproof membrane and finishes installed in the course of the performance of the Works, and any other part of the roof terrace or roof top the integrity of which may be affected by the performance of the Works) and must keep the Works in a state of good and serviceable repair and must renew or replace the Works whenever the Works or any part of the Works becomes damaged or leaks.

(d) For the avoidance of doubt, if at any time there is leaking from the extended roof, any planter box, any terrace or downpipe from the Lot, the bathroom or bathrooms, kitchen, laundry or other wet area constructed or re-constructed as part of the Works so that there is water leaking beyond the boundary of the Lot, the Owner must, at the cost of the Owner:

(i) repair the tiles, waterproof membrane, pipes and any part of the substrate necessary properly to rectify the water egress from the Lot;

(ii) repair and reinstate any part of the common property and any other lot damaged by the water egress from the Lot.

(e) The Owner indemnifies the owners corporation and each other owner and occupier of a lot in the strata scheme against any loss or damage the owners corporation and/or that other owner or occupier may suffer as a direct or indirect result of the performance of the Works.

(f) In the event that the Owner fails to carry out any part of the Works or perform any other obligation required by the terms of this by-law or Special By-law No. 3 to be performed by that Owner (in particular but without limitation, the obligations of the owner under clause (4)(d) of this by-law), the owners corporation may, at the Owner's cost:

(i) carry out all work necessary to maintain, repair or replace the fixtures and fittings installed as part of the Works;

(ii) carry out all work necessary to repair and reinstate any part of the common property and any other lot damaged by water egress from the Lot as provided in clause (4)(d);

(iii) enter upon any part of the Lot to carry out that work; and

(iv) recover the costs of carrying out that work from the Owner,

and the Owner indemnifies the owners corporation against any liability flowing from the actions of the owners corporation pursuant to this clause.

9 TF

(g) If and to the extent that the costs of rectification of damage caused to the common property are not paid by the Owner upon demand therefore by the owners corporation:

(i) the owners corporation may recover the amount of those costs, including the costs of recovery, from the Owner as a debt due; and

(ii) if that debt is not paid within one month after the date on which it is due, it will bear simple interest at the same rate as applicable to contributions unpaid under section 79(2) of the *Strata Schemes Management Act 1996* (or any Act or regulation amending or replacing the same), or if the regulations under the Act prescribe some other rate, then at that other rate; and

(iii) the owners corporation may include reference to any such debt (including interest thereon) on notices under section 109 of the *Strata Schemes Management Act 1996* in respect of the Lot.

(h) The Owner must bear and pay the costs of preparation, adoption and registration of this by-law.

SCHEDULE

Lot No.	Building Works, Fixtures & Fittings Authorised in this By-law
68	Removal and relocation of the line of existing doors on the south-western face of the Lot as depicted in the Plans; Creation of two bedrooms on the south-western terrace as depicted in the Plans; Installation of an extended roof over the two new bedrooms and roof terrace along the line of the existing roof as depicted in the Plans, which extended roof to have a profile, barge board, steel framing, and louvres and be clad with roof sheeting matching existing; Removal of internal wall of former second bedroom and making good of walls, floor and ceiling.

GTF

Req:R840899 /Doc:DL AM564682 /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:04-Nov-2021 12:48 /Seq:21 of 40
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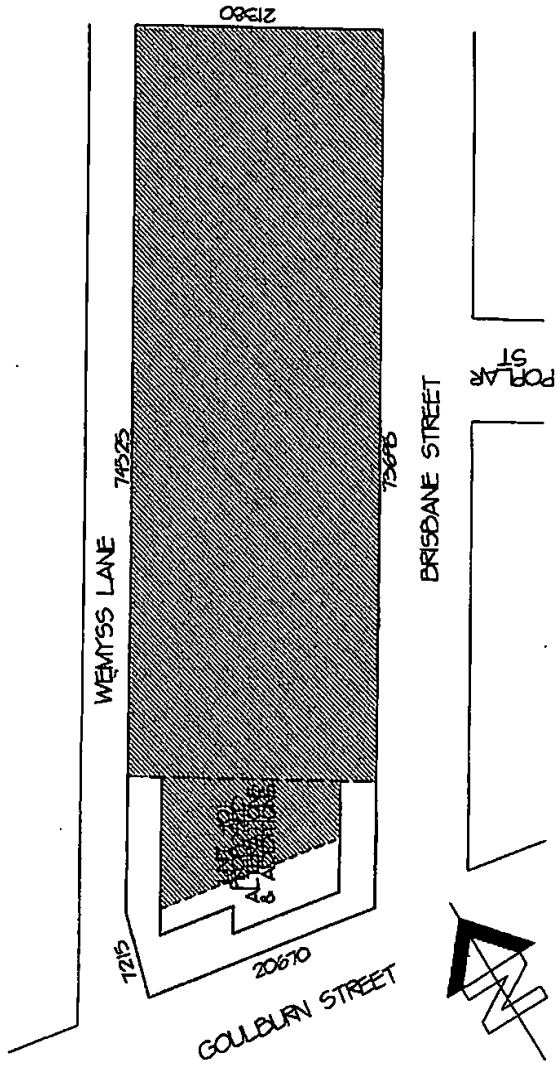
ANNEXURE B

LOT 6B - B



SEQUE	DATE	REVISION	DRAWN
A	24/12/09	ISSUED FOR DA/CC	YS

FOR TI AND STRATEGIES PTY LTD AND CAVAFALL PTY LTD

AT UNIT 401/145 GOULBURN STREET, SURRY HILLS

LOT & SECTION

DATE 24/12/09 | PAGE NO. 1 OF 5 | DWG NO. A09/16

ROYNEY

UNIT 2/13 INGLEWOOD PLACE, NORWEST BUSINESS PARK, BAULKHAM HILLS NSW 2153
PO BOX 6410 BAULKHAM HILLS BUSINESS CENTRE NSW 2153
PHONE (02) 8821 5555
FAX (02) 8821 5544
EMAIL INFO@ARCDESIGNROYNEY.COM.AU

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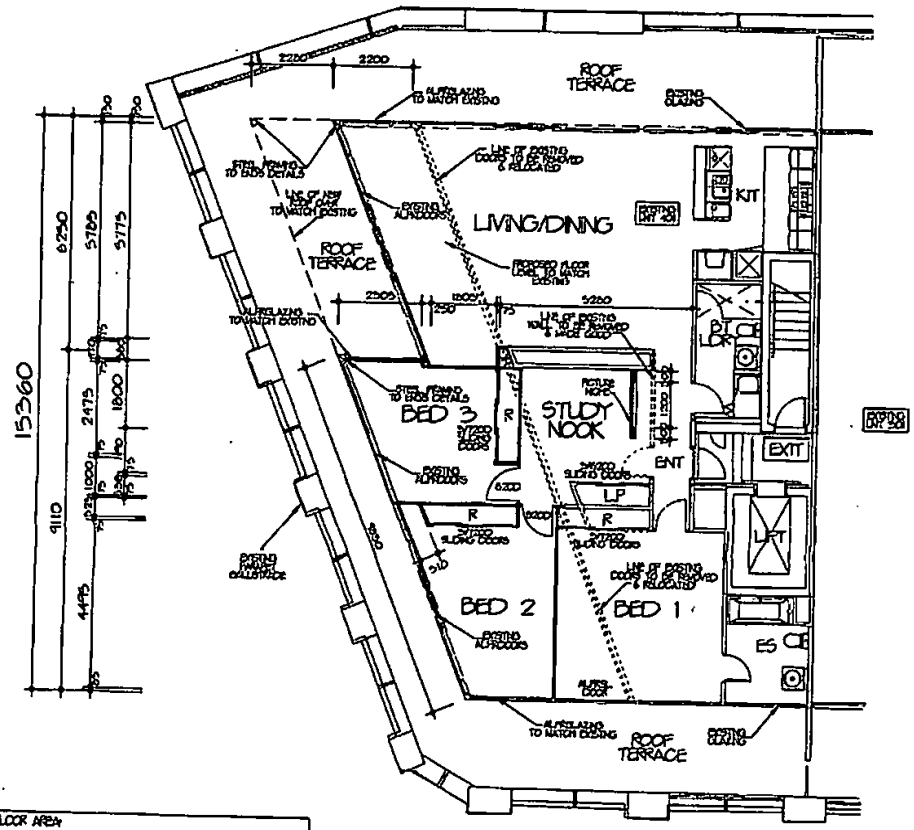
Req:R840899 /Doc:DL AM564682 /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:04-Nov-2021 12:48 /Seq:22 of 40
© Office of the Registrar-General /Src:INFOTRACK /Ref:16709

'ANNEXURE B'

GENERAL NOTES
ALL SIZES TO BE VERIFIED ON SITE BY THE BUILDER
STORMWATER TO BE DIRECTED INTO EXISTING STORMWATER LINES
ALL MEMBERS SHOWN REMOVED TO BE VERIFIED ON SITE BY THE BUILDER
ALL PROPOSED MATERIALS TO MATCH EXISTING
ALL LOAD BEARING MEMBERS TO BE VERIFIED BY STRUCTURAL ENGINEER PRIOR TO ANY WORKS BEING CARRIED OUT



FLOOR AREA

EXISTING FLOOR AREA = 10250M
EXISTING ROOF TERRACE = 15560M

TOTAL FLOOR AREA = 25750M OR 276605

EXISTING FLOOR AREA = 10250M
ADDITIONAL FLOOR AREA = 5460M
REVISED TERRACE AREA = 10060M

TOTAL FLOOR AREA = 25750M OR 276605 (NO CHANGE)

FLOOR PLAN 1:100

UNIT 401 PROPOSED ALTERATIONS & ADDITIONS

SCLE	DATE	REVISION	DRAWN
A	24/2/09	ISSUED FOR DA/CC	VS

FOR TI AND STRATEGIES PTY LTD AND CAVAFALL PTY LTD
AT UNIT 401/148 GOULBURN STREET, SURRY HILLS
LOT 69 S79/24
DATE 24/2/09 | PAGE NO. 2 OF 5 | DWG NO. A139TB

ACN SYDNEY
UNIT 2043 INGLEWOOD PLACE
NORWEST BUSINESS PARK
BAULKHAM HILLS NSW 2153
PO BOX 6410 BAULKHAM HILLS
BUSINESS CENTRE NSW 2153
PHONE (02) 8624 9333
FAX (02) 8624 9344
EMAIL INFO@ACDESIGNSYDNEY.COM.AU

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Req:R840899 /Doc:DL AM564682 /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:04-Nov-2021 12:48 /Seq:23 of 40
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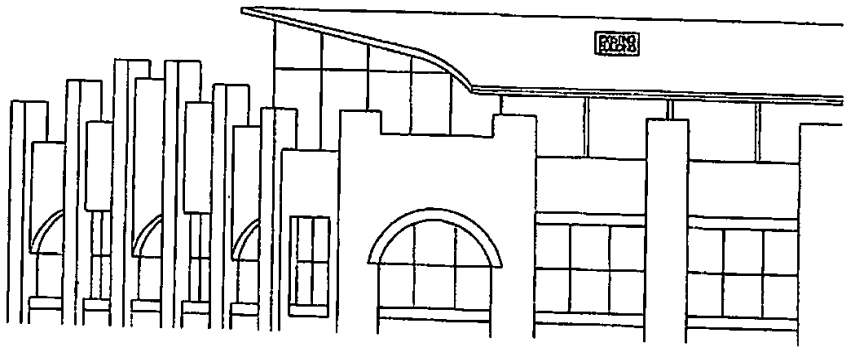
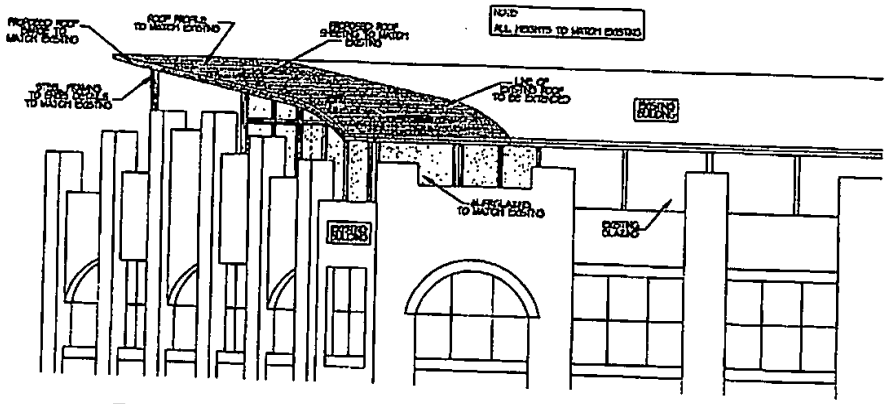
'ANNEXURE' B.



PART SOUTH EAST ELEVATION 1:100
PRE DEVELOPMENT



PART SOUTH EAST ELEVATION 1:100
POST DEVELOPMENT

ISSUE	DATE	REVISION	DRAWN
A	24/2/09	ISSUED FOR QUOTE	VS

FOR TI AND STRATEGIES PTY LTD AND CAVAFALL PTY LTD
AT UNIT 401/148 GOULBURN STREET, SURRY HILLS
LOT ID 3/DP29
DATE 24/2/09 PAGE NO 3 OF 5 DWG NO A1/3/TD

SYDNEY
UNIT 2&3B INGLEWOOD PLACE, NORWEST BUSINESS PARK, BAULKHAM HILLS NSW 2153
PO BOX 6410 BAULKHAM HILLS BUSINESS CENTRE NSW 2153
PHONE (02) 8824 3333
FAX (02) 8824 3344
EMAIL INFO@ADESIGNSYDNEY.COM.AU

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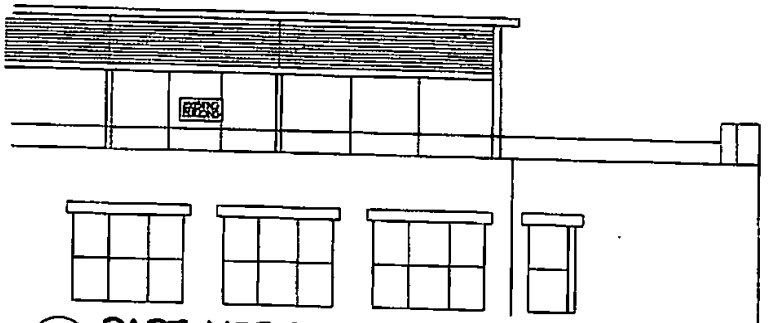
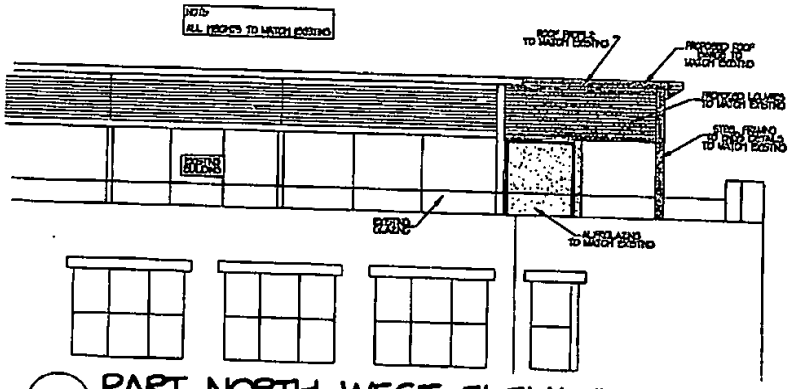
ANNEXURE B



PART NORTH WEST ELEVATION 1:100
PRE DEVELOPMENT



PART NORTH WEST ELEVATION 1:100
POST DEVELOPMENT

ISSUE	DATE	REVISION	DRAWN
A	24/12/09	ISSUED FOR DA/CC	VS

FOR TI AND STRATEGES PTY LTD AND CAVAFALL PTY LTD
AT UNIT 401/146 GOULBURN STREET, SURRY HILLS
LOT 69 SP72784
DATE 24/12/09 | PAGE NO. 4 OF 5 | DWG NO. A13976

ACN SYDNEY
UNIT 2/43 HOLEWOOD PLACE
NORWEST BUSINESS PARK
BAULKHAM HILLS NSW 2153
P.O. BOX 6410 BAULKHAM HILLS
BUSINESS CENTRE NSW 2153
PHONE (02) 8624 9400
FAX (02) 8624 9444
EMAIL: INFO@ACDESIGNSYDNEY.COM.AU

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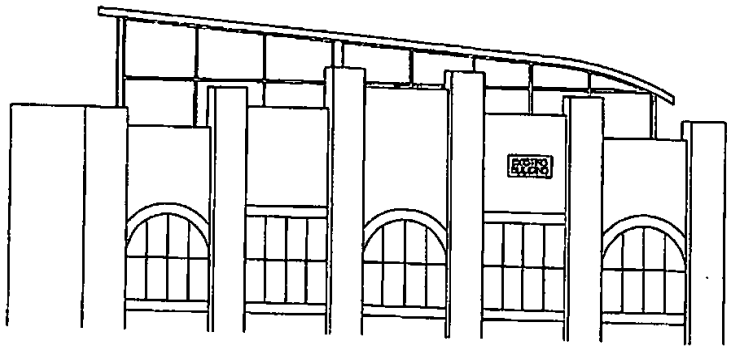
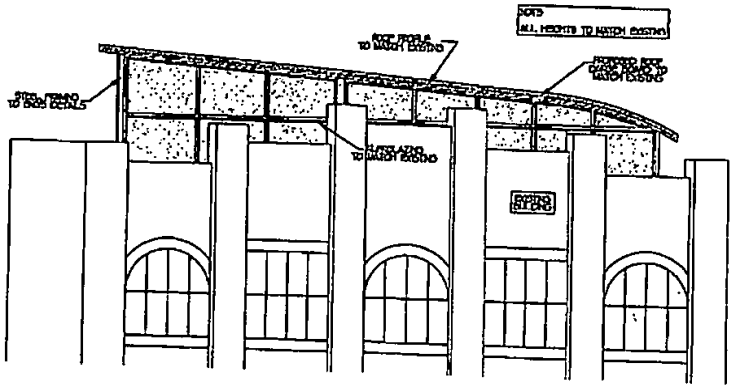
'ANNEXURE' B



PART SOUTH WEST ELEVATION 1:100
PRE DEVELOPMENT



PART SOUTH WEST ELEVATION 1:100
POST DEVELOPMENT

ISSUE	DATE	REVISION
A	24/2/09	ISSUED FOR DA/CC

DRAWN VS
FOR TI AMO STRATEGIES PTY LTD AND CAVAFALL PTY LTD
AT UNIT 401/148 GOULBURN STREET, SURRY HILLS
LOT & S/P 2/26
DATE 24/2/09
PAGE NO 5 OF 5
DWG NO A1D9718

SYDNEY
UNIT 3A/5 INGLEWOOD PLACE
NORWEST BUSINESS PARK
BAULKHAM HILLS NSW 2153
P.O. BOX 6410 BAULKHAM HILLS
BUSINESS CENTRE NSW 2153
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FAX 02 8624 3344
EMAIL INFO@ARCDESIGNSYDNEY.COM.AU

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STP

Special By-Law No. 5: - Approval of Building Works in Lot 71

(1) The owners corporation agrees that:

(a) the building works, fixtures and fittings described in the Schedule to this by-law (the "**Works**) will be installed or effected by or on behalf of the owner of Lot 71 (the "**Lot**"); and

(b) on the conditions set out in this by-law, the owner or owners for the time being of the Lot (collectively described in this by-law as the "**Owner**") shall have a special privilege to install, keep and maintain the Works and a right of exclusive use and enjoyment of that part of the common property affected by the Works.

(2) **Definitions**

For the purposes of this by-law:

"**Council**" means the Council of the City of Sydney;

"**Development Consent**" means the consent given by the Council to the development of the Lot lodged by or on behalf of the Owner with Council consequent upon the adoption of resolution numbered 3 in the minutes of the executive committee meeting of the owners corporation held on 2 June 2009 and includes, without limitation, all conditions contained in or attached to the notice of determination given in respect of that Development Consent and in any construction certificate issued in connection with that Development Consent or incorporated by reference or otherwise in any of those documents;

"**Plans**" means the plans and specifications in respect of the Works lodged with the application for the Development Consent and considered, but not approved, by the executive committee at its meeting on 2 June 2009 solely for the purpose of permitting the Owner to lodge the application for the Development Consent;

"**Works**" means and includes all of the building works described in or contemplated by the Works generally described in the Schedule to this by-law and substantially as depicted on the Plans.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 1996*, that word or phrase has the same meaning in this by-law.

GP

(3) **Conditions**

(a) The Owner acknowledges and agrees that the Owner must itself or by its contractors comply with the terms and conditions of the Development Consent.

(b) The Owner acknowledges and agrees that the provisions of Special By-law No. 3 relate to and are binding upon the Owners to the same extent as if those provisions were incorporated into and form part of this by-law without the necessity for re-statement of Special By-law No. 3 herein.

(c) The Owner acknowledges and agrees that it must comply with this by-law and Special By-law No. 3, in particular, but without limitation, clauses (2), (5) and (7) to (12) inclusive of special By-law No. 3 and with the reasonable restrictions, directions and obligations of the executive committee imposed under clause (3) of Special By-law No. 3.

(d) The Owner acknowledges and agrees that the owners corporation may enforce the provisions of Special By-law No. 3 incorporated by reference into this by-law in any way in which the owners corporation may enforce any other by-law under the Act.

(e) Without limiting any obligation to comply with the Development Consent, the Owner (including any contractor carrying out work on behalf of the Owner) must install under the tiles in each wet area and the roof terrace affected by the Works, waterproof membrane of a type reasonably satisfactory to the executive committee.

(f) The Owner must, prior to the commencement of the Works:

(i) provide to the executive committee details of the waterproof membrane to be installed by the Owner's contractor under the tiles in any wet area and/or the roof terrace affected by the Works; and

(ii) provide to the executive committee a copy of the warranty of the contractor who will install the waterproof membrane.

(g) Without limiting any of the obligations in the Development Consent, the Owner must ensure that the external appearance of the Works after completion match as nearly as possible the existing external materials of the roof and external walls and glazing and that the external appearance of the completed works is aesthetically in keeping with the existing external appearance of the building works constructed on Level 4.

GTP

(5) **Other Rights and Obligations**

(a) The Owner is liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property as a result of the performance of the Works whenever that damage may occur.

(b) The Works must be undertaken at the cost of the Owner.

(c) The Owner is responsible for, and must bear and pay all the costs of, the proper maintenance of the Works (which expression includes without limitation any and all fixtures, fittings, waterproof membrane and finishes installed in the course of the performance of the Works, and any other part of the roof terrace or roof top the integrity of which may be affected by the performance of the Works) and must keep the Works in a state of good and serviceable repair and must renew or replace the Works whenever the Works or any part of the Works becomes damaged or leaks.

(d) For the avoidance of doubt, if at any time there is leaking from the extended area, any planter box, any terrace or downpipe from the Lot, or from the bathroom or bathrooms, kitchen, laundry or other wet area constructed or re-constructed as part of the Works so that there is water leaking beyond the boundary of the Lot, the Owner must, at the cost of the Owner:

(i) repair the tiles, waterproof membrane, pipes and any part of the substrate necessary properly to rectify the water egress from the Lot; and

(ii) repair and reinstate any part of the common property and any other lot damaged by the water egress from the Lot.

(e) The Owner indemnifies the owners corporation and each other owner and occupier of a lot in the strata scheme against any loss or damage the owners corporation and/or that other owner or occupier may suffer as a direct or indirect result of the performance of the Works.

(f) In the event that the Owner fails to carry out any part of the Works or perform any other obligation required by the terms of this by-law or Special By-law No. 3 to be performed by that Owner (in particular but without limitation, the obligations of the owner under clause (4)(d) of this by-law), the owners corporation may, at the Owner's cost:

GP

(i) carry out all work necessary to maintain, repair or replace the fixtures and fittings installed as part of the Works;

(ii) carry out all work necessary to repair and reinstate any part of the common property and any other lot damaged by water egress from the Lot as provided in clause (4)(d);

(iii) enter upon any part of the Lot to carry out that work; and

(iv) recover the costs of carrying out that work from the Owner,

and the Owner indemnifies the owners corporation against any liability flowing from the actions of the owners corporation pursuant to this clause.

(g) If and to the extent that the costs of rectification of damage caused to the common property are not paid by the Owner upon demand therefore by the owners corporation:

(i) the owners corporation may recover the amount of those costs, including the costs of recovery, from the Owner as a debt due; and

(ii) if that debt is not paid within one month after the date on which it is due, it will bear simple interest at the same rate as applicable to contributions unpaid under section 79(2) of the *Strata Schemes Management Act 1996* (or any Act or regulation amending or replacing the same), or if the regulations under the Act prescribe some other rate, then at that other rate; and

(iii) the owners corporation may include reference to any such debt (including interest thereon) on notices under section 109 of the *Strata Schemes Management Act 1996* in respect of the Lot.

(h) The Owner must bear and pay the costs of preparation, adoption and registration of this by-law.

SCHEDULE

Lot No.	Building Works, Fixtures & Fittings Authorised in this By-law
71	Removal and relocation of the line of existing doors on the northern face of the Lot on Level 7 as depicted in the Plans; Installation of new glazing under the existing roof line on Level 7 to match the existing glazing in the external walls of the Lot.

SMF

Req:R840899 /Doc:DL AM564682 /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:04-Nov-2021 12:48 /Seq:30 of 40
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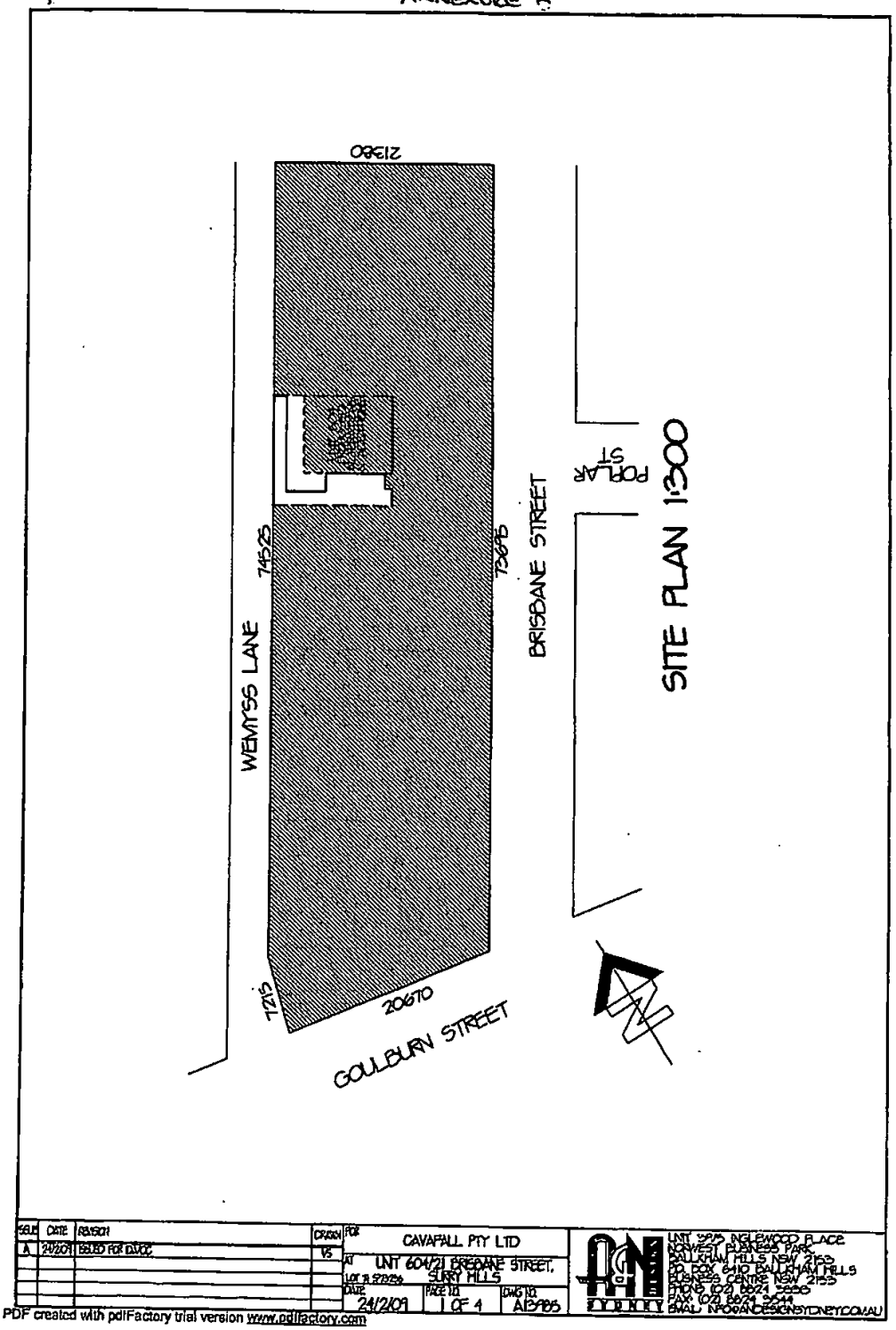
ANNEXURE A

LOT 71 - A



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SPP

Req:R840899 /Doc:DL AM564682 /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:04-Nov-2021 12:48 /Seq:31 of 40
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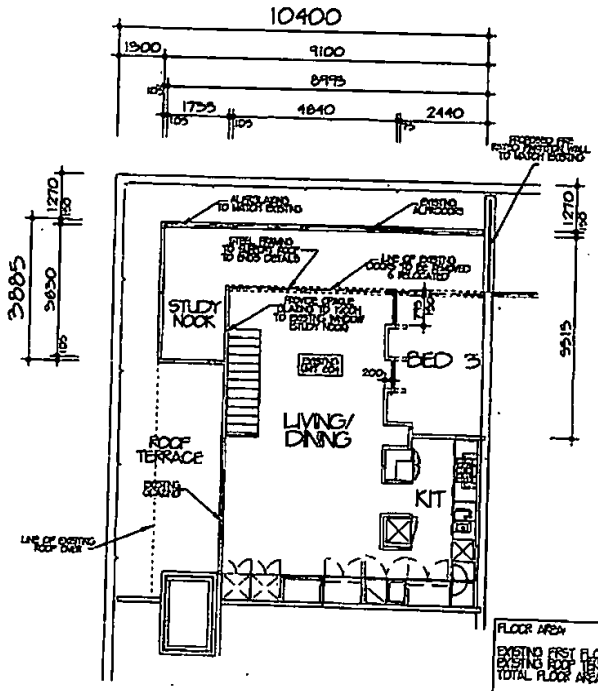
ANNEXURE A

GENERAL NOTES
ALL SIZES TO BE VERIFIED ON SITE BY THE BUILDER
STORMWATER TO BE DIRECTED INTO EXISTING STORMWATER LINES
ALL MEMBERS SHOWN REMOVED TO BE VERIFIED ON SITE BY THE BUILDER
ALL PROPOSED MATERIALS TO MATCH EXISTING
ALL LOAD BEARING MEMBERS TO BE VERIFIED BY STRUCTURAL ENGINEER PRIOR TO ANY WORKS BEING CARRIED OUT



FLOOR AREA
EXISTING FIRST FLOOR AREA = 625SQM
EXISTING ROOF TERRACE = 57SQM
TOTAL FLOOR AREA = 111 SQM

EXISTING FLOOR AREA = 625SQM
ADDITIONAL FLOOR AREA = 205SQM
ROFFED TERRACE AREA = 57 SQM
TOTAL FLOOR AREAS = 111 SQM NO CHANGE

FLOOR PLAN 1:100
UNIT 604 PROPOSED ALTERATIONS & ADDITIONS

ISSUE	DATE	REVISION
A	24/2/09	ISSUED FOR DA/CC

DRAWN: VS
FOR: CAVAFALL PTY LTD
AT: UNIT 604/21 BREDANE STREET, SURRY HILLS
LOT 1 SP 82256
DATE: 24/2/09
PAGE NO. 2 OF 4
DWG NO. A13985

ARCHITECTS SYDNEY
UNIT 3A/5 INGLEWOOD PLACE,
NORWEST BUSINESS PARK,
BAULKHAM HILLS NSW 2153
PO BOX 6410 BAULKHAM HILLS
BUSINESS CENTRE NSW 2153
PHONE (02) 8624 3333
FAX (02) 8624 3344
EMAIL: INFO@ARCHSYDNEY.COM.AU

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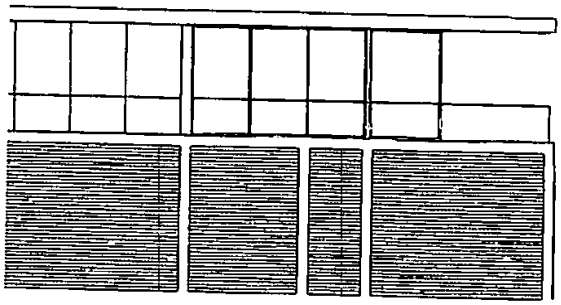
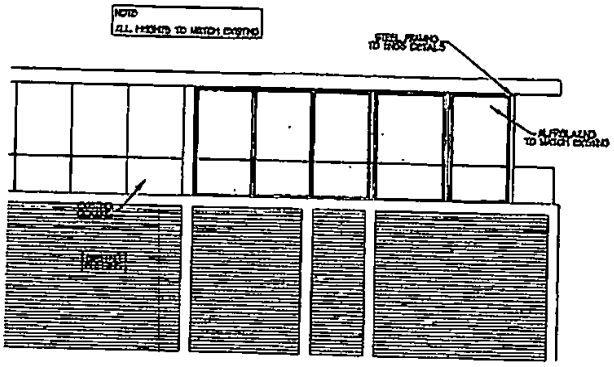
ANNEXURE A



PART NORTH WEST ELEVATION 1:100
PRE DEVELOPMENT



PART NORTH WEST ELEVATION 1:100
POST DEVELOPMENT

ISSUE	DATE	REVISION
A	24/2/09	ISSUED FOR DACC

DRAWN VS

FOR CAVAFALL PTY LTD

AT UNIT 604/21 BRISBANE STREET, SURRY HILLS

LOT 2, SP8266

DATE 24/2/09 PAGE NO 3 OF 4 JOB NO A13985

ACN SYDNEY

UNIT 3605 NORWOOD PLACE
NORWEST BUSINESS PARK
BAULKHAM HILLS NSW 2153
PO BOX 640 BAULKHAM HILLS
BUSINESS CENTRE NSW 2153
PHONE (02) 8824 3555
FAX (02) 8824 3544
EMAIL INFO@ACNSYDNEY.COM.AU

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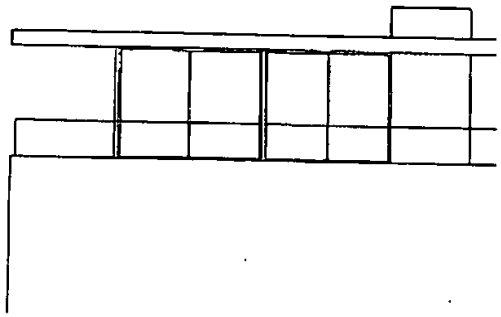
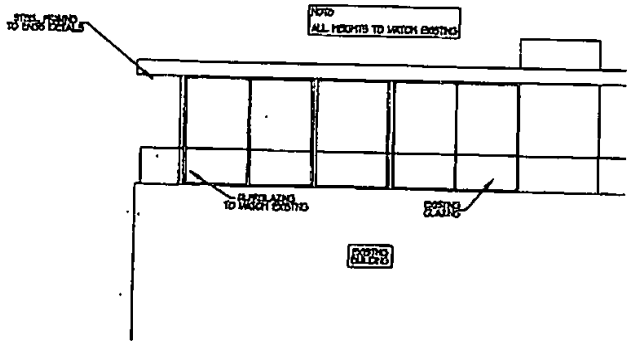
ANNEXURE A



PART SOUTH WEST ELEVATION 1:100
PRE DEVELOPMENT



PART SOUTH WEST ELEVATION 1:100
POST DEVELOPMENT

REVISION	DATE	REVISION	DRAWN
A	24/2/09	ISSUED FOR CDCC	VS

FOR: CAVAFALL PTY LTD
AT: UNIT 604/21 BREDANE STREET, SURRY HILLS
LOT 71 SP 70256
DATE: 24/2/09
PAGE NO.: 4 OF 4
DWG NO.: A13905

UNIT 3&9 INGLEWOOD PLACE
NORWEST BUSINESS PARK
BAULKHAM HILLS NSW 2153
PO BOX 6410 BAULKHAM HILLS
BUSINESS CENTRE NSW 2153
PHONE (02) 8624 3666
FAX (02) 8624 3644
EMAIL INFO@ADESIGNSYDNEY.COM.AU

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SFF

Special By-Law 6 – Electronic Delivery of Notices

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

Special By-Law 7 – Notice Board

The Owners Corporation must cause at least one notice board to be affixed to some part of the common property. Notices are to be affixed to the notice board by the Owners Corporation Secretary or their nominee.

SPECIAL BY-LAW 8 - Compliance with Restrictions

1. Compliance with Restrictions

1.1 An owner or occupier of a Lot must comply with, and must ensure compliance with, any lawful restriction on the use of their Lot or the Common Property from time to time including without limitation any of the following that may apply:

(a) Restrictions on the Use of Land numbered 2, 3 and 4 in the Section 88B instrument registered with the Strata Plan; and

(b) Registered Restriction on the Use of Land by a Prescribed Authority bearing Dealing number AA248606A.

Note: The restrictions identified here, amongst other things, prevent the sale, lease, sublease or licence of a car space to a person who is not an owner or occupier of a Lot or the use of a car space by such a person.

2. Definitions and Interpretation

2.1 **Interpretation**

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

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

(b) a reference to a document, includes any amendment, replacement or novation of it;

(c) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;

(d) any reference to legislation includes any amending or replacing legislation;

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(e) any reference to legislation includes any subordinate legislation or other instrument created thereunder; and

(f) a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning.

2.2 Conflict

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

(b) To the extent that this by-law is inconsistent with any other by-law of the Strata Scheme the provisions of this by-law prevail to the extent of that inconsistency.

2.3 Definitions

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

Common Property means the common property in the Strata Scheme;
Lot means a lot in the Strata Plan;
Strata Scheme means the strata scheme relating to the Strata Plan; and
Strata Plan means strata plan number 73236.

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Schedule 2 Addition of Special By-Law 9

SPECIAL BY-LAW 9

A by-law with respect to storage in car spaces.

1 Storage in car spaces

1.1 Prohibition

(a) An owner or occupier of a lot must not, without the permission in writing of the owners corporation, store any material in a car parking space or install or keep any equipment in or on a car parking space for the purpose of storing any material.

(b) The owners corporation may grant, withhold or withdraw its approval under this by-law in its absolute sole discretion and subject to conditions (which, if imposed, must be complied with) including as to the type of storage equipment that may be used.

1.2 Interpretation

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

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

(b) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;

(c) a reference to a document, includes any amendment, replacement or novation of it;

(d) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;

(e) any reference to legislation includes any amending or replacing legislation;

(f) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";

(g) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;

(h) any reference to legislation includes any subordinate legislation or other instrument created thereunder; and

(i) a term defined in the Strata Schemes Management Act 2015 or Strata Schemes Development Act 2015 will have the same meaning.

1.3 Liability for occupiers and invitees

Except as otherwise provided in this by-law:

(a) An owner or occupier of a lot is liable for the acts or omissions of their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

(b) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, and occupier of their lot) comply with any obligations that they have under

GPP

this by-law, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.

1.4 Severability

(a) To the extent that any term of this by-law is inconsistent with the Strata Schemes Management Act 2015 or any other Act or law it is to be severed and this by-law will be read and be enforceable as if so consistent.

(b) To the extent that this by-law is inconsistent with any other by-law of the strata scheme the provisions of this by-law prevail to the extent of that inconsistency.

GTF

Execution

THE COMMON SEAL of **The Owners—Strata Plan No 73236** was hereunto affixed on the date shown in the presence of the following, being the person(s) authorised under section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature of Authorised Person Greg Freeman	
Full name of Authorised Person GREGORY JOHN FREEMAN	
Capacity of Authorised Person BCS AUTHORISED SIGNATORY	
Address of signatory LEVEL 27, 66 GOULBURN STREET SYDNEY 2000	
Signature of Authorised Person	
Full name of Authorised Person	
Capacity of Authorised Person	
Address of signatory	

THE OWNERS - STRATA PLAN No. 73236
Common Seal

Common Seal

20TH JUNE 2017

Date of affixing of the Seal

GP

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FILM WITH AM564682

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 73236 was affixed on ^ 20TH June 2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal:

Signature: Greg Freeman Name: GREG FREEMAN BCS Authority: AUTHORISED SIGNATORY BCS

Signature:..... Name: ..... Authority: .....

^ Insert appropriate date

* Strike through if inapplicable

THE OWNERS - STRATA PLAN No. 73236 Common Seal

Common Seal

THE OWNERS - STRATA PLAN No. 73236 Common Seal

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OFF CB AB881075

OFF CB AC75235

OFF CB AD847680

OFF CB AF633206

OFF CB AF633207

OFF CB AG479031

OFF CB AJ471702

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Lodger Details

Lodger Code	502780T
Name	CHAMBERS RUSSELL LAWYERS
Address	MLC CENTRE GPO BOX 7100 SYDNEY 2001
Lodger Box	1W
Email	DRUSSELL@CHAMBERSRUSSELL.COM.AU
Reference	SP73236 (SYD210

Land Registry Document Identification

AR399885

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP73236	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP73236

Other legal entity

Meeting Date

03/03/2021

Repealed by-law No.

Details NOT APPLICABLE

Amended by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY-LAWS 12, 13

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP73236
Signer Name	DANIEL RUSSELL
Signer Organisation	CHAMBERS RUSSELL PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	03/09/2021

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Form: 15CH
Edition: 1705

CONSOLIDATION/ CHANGE OF BY-LAWS

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

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

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

(A) **TORRENS TITLE** For the common property
CP/SP73236

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any C/- Chambers Russell Lawyers GPO Box 7100 SYDNEY NSW 2001 P (02) 8248 2800 Reference (optional): SYD210327	CODE CH

(C) The Owners-Strata Plan No 73236 certify that a special resolution was passed on 3 March 2021

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAWS 12, 13
Amended by-law No. NOT APPLICABLE
as fully set out below:
See Schedule 2 of Annexure A.

(F) A consolidated list of by-laws affecting the 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. 73236 was affixed on XXXXXXXXX in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

3rd September 2021

Signature Greg Freeman
Authorised Signatory of
BCS STRATA MANAGEMENT PTY LTD
Licence # 1671394

Name Greg Freeman

Authority Authorised signatory - Managing Agent

Signature

Name

Authority

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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Annexure A to Form 15CH

Consolidated by-laws

The Owners—Strata Plan No 73236

21 Brisbane Street Surry Hills 2010

Authorised signatory - Managing Agent

Greg Freeman

Authorised Signatory of
BCS STRATA MANAGEMENT PTY LTD
Licence # 1071394

3rd September 2021

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

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Schedule 1 Consolidated By-Laws

1 Noise

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property except that the owner or occupier from time to time of Lots 1 to 6 may conduct such uses in the respective Lot as are approved from time to time by City of Sydney Council.

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 Damage to common property

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

(b) An approval given by the owners corporation under subclause (a) cannot authorise any additions to the common property.

(c) This by-law does not prevent an owner or person authorised by an owner from installing:

(i) any locking or other safety device for protection of the owner's lot against intruders; or

(ii) any screen or other device to prevent entry of animals or insects on the lot; or

(iii) any structure or device to prevent harm to children.

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

(e) Clause (c) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(f) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must:

(i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (c) that forms part of the common property and that services the lot, and

(ii) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (c) that forms part of the common property and that services the lot.

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5 Behaviour of owners and occupiers

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

(b) Subject to by-law 1, an owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:

(i) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(ii) without limiting paragraph (i), that invitees comply with clause (a).

6 Children playing on common property

(a) 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.

(b) For the purposes of this by-law a “child” is any person under 12 years of age.

7 Disposal of waste

(a) 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.

(b) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(c) An owner or occupier must:

(i) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property;

(ii) deposit waste in the bins provided by the owners corporation in the:

(A) designated common property area on the ground floor; or

(B) garbage chute provided;

(iii) ensure that before waste is placed in any receptacle or chute it is securely wrapped or, in the case of tins or other containers, completely drained;

(iv) where recycling bins are made available, directly deposit to those bins the applicable waste for the bin; and

(v) comply with the local council’s guidelines for the storage, handling, collection and disposal of waste.

(d) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council’s requirements or giving notices in writing to owners or occupiers of lots.

(e) In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

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8 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 as a way as to be visible from outside the building.

9 Cleaning windows and doors

(a) Except in the circumstances referred to in clause (b), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(b) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

10 Floor coverings

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

(b) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or to any lot on the ground floor.

11 Keeping of animals

Subject to section 139(5) of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

12 Appearance of lot

The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that viewed from outside the lot is not in keeping with the rest of the building. This by-law does not apply to any ground floor lot provided such proprietors must comply with all requirements of City of Sydney Council.

13 Notice board

The owners corporation must cause a notice board to be affixed to some part of the common property and must maintain it.

14 Storage of inflammable liquids and other substances and materials

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

(b) This by-law does not apply to:

(i) chemicals, liquids, gases or other material used or intended to be used for domestic purposes;

(ii) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine; or

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(iii) any chemicals, liquids, gases or other material reasonably necessary for the conduct in any ground floor Lot of any use approved from time-to time by City of Sydney Council.

15 Moving furniture and other large objects on or through common property

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

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

(c) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

16 Change in use or occupation of lot to be notified

(a) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(b) Without limiting clause (a), the following changes of use must be notified:

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

(ii) a change to the use of a lot for short-term or holiday letting.

(c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

17 Contribution to administrative fund

An owner of a lot which is not used for residential purposes may be required by the owners corporation to pay the amount by which the insurance premium on the building is increased as a result of the lot being used for purposes other than as a residence.

18 Hot water service

(a) The owners corporation must maintain in good order and repair a hot water service to be located on common property in positions determined by the owners corporation for the supply of hot water to each lot in the strata scheme except Lots 1 to 6.

(b) The owners of Lots 1 to 6 will not be required to contribute to any costs associated with the supply of hot water to any other lot in the Strata Plan including all maintenance costs and costs incurred from time to time in the replacement of any hot water system or other capital expenditure associated with that system.

(c) By-law 18(b) shall not be amended, added to or repealed without the written consent of the owners for the time being of Lots 1 to 6.

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19 Balconies

An owner or occupier of a lot which has a balcony must not place on the balcony or engage in any activity on the balcony which will damage the integrity of the waterproof treatment of the balcony. In this regard the owner or occupier must comply with any directions given by the owners corporation or by any manager appointed by the owners corporation.

20 Changes to floor coverings and surfaces

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

21 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.

22 Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

(a) window cleaning,

(b) garbage disposal and recycling services,

(c) electricity, water or gas supply,

(d) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in clause (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.

Note. Section 117 of the Strata Schemes Management Act 2015 provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

23 Compliance with planning and other requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

24 Compliance with law

Owners and occupiers of lots must comply with any applicable law with respect to the strata scheme.

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25 Service of documents on owner of lot by owners corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

26 Occupancy limit

An owner or occupier of a lot must not cause or permit more than 2 adults per bedroom to reside in their lot, being a lot that is a residence.

In this by-law a term defined in the Management Act (whether generally or for the purposes of section 137 of that Act) has the same meaning.

27 Short-term letting

27.1 Prohibition on short-term rental accommodation arrangements

An owner or occupier of a lot must not use a lot for the purposes of a short-term rental accommodation arrangement.

In this by-law, ***short-term rental accommodation arrangement*** has the same meaning as in section 54A of the *Fair Trading Act 1987*.

Note. *At the time of making of this by-law, a "short-term rental accommodation arrangement" includes a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time.*

27.2 Compliance with planning and other requirements

The owner or occupier of a lot must ensure that their lot is only used in accordance with any applicable law, and is not used for any purpose that is prohibited by law.

27.3 Residential Tenancies Act

(a) An occupier of a lot who is not also an owner of that lot and is over the age of 18 years must be a party to a current residential tenancy agreement in respect of the lot to which the Residential Tenancies Act 2010 (NSW) applies, unless that occupier permanently resides with another occupier of the lot, and that other occupier is a party to such an agreement.

(b) An owner or occupier of a residential lot must comply with any obligation they may have under section 258 of the Strata Schemes Management Act 2015.

Note. *Section 258 of the Strata Schemes Management Act 2015 requires lessors and sub-lessors to provide certain details to the owners corporation in respect of those leases or sub-leases or their assignment.*

(c) Owners and occupiers of lots must comply with any obligation they may have under the Residential Tenancies Act 2010 (NSW).

(d) An owner or occupier of a lot must provide to the owners corporation a copy of any residential tenancy agreement to which they are a party in relation to the lot.

27.4 Duration of tenancies

An owner or occupier of a residential lot may only lease or sub-lease their lot in whole or in part (or permit their lot to be so leased or sub-leased):

(a) for a fixed term; and

(b) where the duration of that fixed term is at least 90 days;

except in the case of a periodic tenancy continuing after the end of a fixed term residential tenancy agreement.

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27.5 Principal place of residence

(a) Clause 27.1 of this by-law only applies if the lot concerned is not the principal place of residence of the person who, pursuant to the short-term rental accommodation arrangement, is giving another person the right to occupy the lot.

(b) This by-law does not operate to prevent a lot being used for the purposes of a short-term rental accommodation arrangement if the lot is the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.

28 Smoke penetration

(a) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property or on the balcony of a lot.

(b) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

(c) An owner or occupier of a lot must not drop, throw, place or leave any refuse from smoking, including without limitation any butt or match, on the common property.

(d) In this by-law ***smoke*** means smoke, hold or otherwise use a product designed or adapted for smoking, without limitation including cigarettes, cigars or cigarette-type products, electronic cigarettes, pipes, water pipes, or hookahs, and ***smoking*** has a corresponding meaning.

29 Odours

An owner or occupier of a lot must not create smoke or odours which may unreasonably interfere with another owner or occupier.

30 Access control and access keys

30.1 Access control

Without limiting the other functions of the owners corporation, the owners corporation may, for the purpose of the control, management, administration, use or enjoyment of the lots or the lots and common property, close off or restrict access to any part of the common property on either a temporary or permanent basis by means of locking or security devices or systems.

30.2 Limitation

This by-law does not empower the owners corporation to close off or restrict access to any part of the common property that is:

(a) the sole lawful means of access to a lot; or

(b) a means of access or egress which the owners corporation is prohibited from closing off or restricting by any law.

30.3 Access keys

(a) In this by-law ***Access Key*** means any device or object used to operate a locking device or security device or system that restricts access to or through any part of the Common Property.

(b) An Access key may refer to a swipe card or a garage remote. Garage remotes also allow access to a lot, whereas swipe cards to not allow access to the garage.

30.4 Number of Access Keys

The owners corporation may limit the number of Access Keys given to the owner or occupier of a lot in accordance with the following schedule:

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Type of unit/apartment	Number of swipe cards	Number of garage remotes
Commercial Unit	2	
No Car Park		0
Commercial Unit	2	
1 Car Park		2
Commercial Unit	2	
2 Car Parks		3
Studio Unit	2	
No Car Park		0
Studio Unit	2	
1 Car Park		2
1 Bedroom Unit	2	
No Car Park		0
1 Bedroom Unit	2	
1 Car Park		2
2 Bedroom Unit	3	
1 Car Park		2
2 Bedroom Unit	3	
2 Car Parks		3
3 Bedroom Unit	4	
1 Car Park		2
3 Bedroom Unit	4	
2 Car Parks		3

30.5 General controls

(a) Access Keys belong to the owners corporation.

(b) Owners, occupiers and others are only entitled to the use of Access Keys in accordance with and under the conditions imposed by this by-law.

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(c) The owners corporation may give Access Keys to owners or occupiers of lots and may keep records relating to the persons to whom Access Keys have been given.

(d) The right to the use of an Access Key under this by-law is personal to the owner or occupier to whom it is given and may not be assigned to any other person without the express prior written consent of the owners corporation.

30.6 Fee

The owners corporation may charge an owner or occupier of a lot a fee of $100 to provide extra or replacement Access Keys.

30.7 Occupiers

Owners of lots may give Access Keys to occupiers of their lots provided that:

(a) they notify the owners corporation in writing of the names, postal addresses and telephone contact details of the occupiers of the lot to whom Access Keys have been given;

(b) they ensure that the Access Keys are returned to the owners corporation when such an occupier ceases to be an occupier, including taking all reasonable steps available at law; and

(c) they include a requirement in any contract between them and that occupier to the effect that the occupier must return those Access Keys to the owners corporation when that occupier ceases to be an occupier.

30.8 Subsequent owners

Owners may give Access Keys to subsequent owners of their lots provided that the owners corporation is notified in writing of the names, postal addresses and telephone contact details of those subsequent owners. Both the prior and subsequent owner are jointly and severally liable to ensure that the owners corporation is so notified.

30.9 General obligations of owners and occupiers

An owner or occupier of a lot must:

(a) at all times whilst in the building and on common property, carry an Access Key if they have been given one;

(b) take all responsible steps not to lose Access Keys;

(c) return all Access Keys to the owners corporation if they are not needed, or in the case of an occupier, if they cease to be an occupier;

(d) notify the owners corporation and any strata managing agent and building manager immediately if an Access Key is lost;

(e) not copy an Access Key, cause an Access Key to be copied, or grant any other person permission to copy an Access Key;

(f) not give their Access Keys to any person otherwise than in accordance with this by-law without the express prior written consent of the owners corporation; and

(g) otherwise than in accordance with this by-law, not assign their rights to the use of their Access Keys or grant any other person rights to the use of their Access Keys.

30.10 Additional remedies

In addition to any other remedies available to it, if the owners corporation is satisfied that an owner or occupier is in breach of this by-law the owners corporation may disable (or partially disable as it sees fit) or demand the return of Access Keys of the owner or occupier (and that owner or occupier must comply immediately with any such demand).

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31 Access to lots

31.1 Access Notices

(a) Where the owners corporation or its agents, employees or contractors require access to a lot for the purpose of discharging or exercising the owners corporation's functions the owners corporation may give notice in writing to the owner or occupier of that lot to the effect that it requires such access ("**Access Notice**").

(b) An Access Notice must specify the date and time during which the access is required, which date and time must be at least 7 days after the date of the notice.

(c) Upon receipt of an Access Notice that owner or occupier must ensure that access to the lot is provided on the date and time required by the Access Notice.

(d) For the purposes of giving an Access Notice, and without limiting the operation of the Management Act, the owners corporation may employ others to assist it, including without limitation contractors engaged to conduct inspections of the property, in which case an Access Notice issued by that other person is taken to be an Access Notice issued by the owners corporation.

31.2 Indemnity for costs

(a) If an owner or occupier fails to comply with an Access Notice, that owner or occupier will indemnify the owners corporation immediately on demand for the amount of any cost charged to the owners corporation by a third party in respect of attempting to gain access in accordance with that Access Notice (or any subsequent occasion or occasions on which such access is sought to be obtained that are necessitated by the failure to comply with that Access Notice), together with the administrative expenses incurred by the owners corporation in that regard.

(b) Owners and occupiers of lots and the owners corporation agree that the amount of the indemnity in clause 31.2(a) will be the sum of $250 per occasion on which access is not provided in accordance with an Access Notice, and further agree that this amount is a genuine pre-estimate of the costs to be incurred by the owners corporation the subject of the indemnity.

32 Bicycles

32.1 General prohibition on bicycles in lifts

An owner or occupier of a lot must take all reasonable care when taking a bicycle in the lifts and there is to be no storage of bicycles on common property.

32.2 Remedies

If the owners corporation is of the view that an owner or occupier of a lot has breached this by-law, it may, without limiting any other remedy available to it at law, cancel the operation of any access card or device of that owner or occupier relating to the property, without prejudice to any right of that owner or occupier to apply for reactivation of that card or device or the issue of a new card or device.

33 CCTV

33.1 Installation, maintenance and use of CCTV

In addition to its other functions, the owners corporation has the functions necessary to install, maintain and use closed-circuit television ("**CCTV**") systems on or in the common property.

33.2 Access to footage generally

(a) The strata committee may determine from time to time by whom and on what basis recordings from CCTV systems may be made, stored and retrieved.

(b) Without limiting its functions, the strata committee may permit a building manager or security personnel to have access to footage from CCTV systems to the extent necessary for the proper exercise of their functions.

(c) A member of the strata committee nominated by that committee may access footage from CCTV systems at any time provided that they are accompanied by another person.

33.3 Particular uses

(a) In the event theft or damage to personal property, an owner or occupier may submit a written request to the strata committee seeking that that footage from CCTV systems be:

(i) reviewed in a manner permitted by this by-law; and

(ii) sent to an insurer or government body or agency as evidence of the theft or damage.

(b) In the event of an emergency the owners corporation may release footage from CCTV systems to emergency services.

(c) In the event of an occurrence reasonably suspected by the owners corporation or a law enforcement agency to amount to a crime, the owners corporation may release footage from CCTV systems to a law enforcement agency.

(d) The owners corporation may release footage from CCTV systems to legal professionals acting for the owners corporation.

34 Parking

34.1 Parking restrictions

The following parking restrictions apply:

(a) Owners and occupiers of lots must not park, stand, rest, leave or keep ("**Park**") vehicles:

(i) in the visitors car spaces (nor facilitate any person who is not a genuine visitor to the parcel to so Park a vehicle); nor

(ii) on any part of the common property that is not a car space (nor facilitate any person who is not an owner or occupier of a lot to so Park a vehicle);

(b) Visitors to the parcel must not Park vehicles:

(i) in the visitors car spaces for more than 24 hours in any continuous period of 48 hours; or

(ii) anywhere that is not a visitors car space.

34.2 Remedies

(a) If an owner or occupier Parks a vehicle in contravention of clause 34.1 (or facilitates any person to so Park a vehicle) the owners corporation may give that owner or occupier a notice under this clause 34.2(a) ("**Strike Notice**") to the effect that the owners corporation has formed the view that they have breached this by-law and the effect of clause 34.2(b) below.

(b) If a vehicle remains Parked in contravention of this by-law for 24 hours or more following the giving of a Strike Notice under this by-law, the owners corporation may in its absolute sole discretion do any or all of the following:

(i) prevent that owner or occupier from accessing the car park for a continuous period of no more than 48 hours, including without limitation where the vehicle that remained Parked in contravention of this by-law was not that of the owner or occupier but was that of a person who was

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not a genuine visitor to the parcel whom the owner or occupier facilitated to so Park ("**Lockout**");

(ii) erect a temporary barricade to prevent a vehicle Parked by that owner or occupier in a visitors car space from leaving that space ("**Block In**"); or

(iii) arrange for a vehicle of that owner or occupier that is Parked in contravention of this by-law to be towed off the parcel and onto a public street ("**Tow Away**").

(c) The giving of a Strike Notice does not depend on the owner or occupier to whom that notice is given actually having breached any by-law of the strata scheme.

(d) Owners and occupiers of lots:

(i) acknowledge and agree that a Lockout, a Block In or a Tow Away is not a penalty for breach of a by-law;

(ii) waive any right of use or access to their lots or their vehicles to the extent required to put effect to a Lockout, a Block In or a Tow Away;

(iii) agree to the owners corporation putting effect to a Lockout, a Block In or a Tow Away in accordance with this by-law; and

(iv) acknowledge and agree that this by-law is an agreement or arrangement in place with respect to any vehicle the subject of this by-law as contemplated by Section 651C of the Local Government Act 1993.

(e) If the owners corporation Blocks In or Tows Away a vehicle the owners corporation must not:

(i) fail to release the vehicle on demand to any person having a lawful right to the possession or control of the vehicle; or

(ii) demand any payment for or in relation to the release of the vehicle.

34.3 Abandoned Vehicles

Without limiting any other provisions of this by-law, if any vehicle of an owner or occupier is, without the written consent of the owners corporation, left on the common property for a continuous period of 2 weeks ("**Uncollected Goods**"), then:

(a) The Uncollected Goods are thereupon bailed to the owners corporation upon the terms of this clause 34.3.

(b) The Uncollected Goods are immediately ready for delivery to the owner or occupier and must be collected by them within 1 calendar month of being so bailed to the owners corporation.

(c) The owners corporation is not, despite such bailment, obligated to care for or protect the Uncollected Goods in any way, and is not liable to the owner or occupier for any costs, loss, damage, liability or claim howsoever arising in connection with the Uncollected Goods (even if arising due to the negligent or deliberate act or omission of the owners corporation).

(d) After the expiration of the period within which the Uncollected Goods must be collected by the owner or occupier, the owners corporation may dispose of those Uncollected Goods by any lawful means and have any money or other benefit obtained in so doing.

(e) This clause 34.3 operates as an agreement between the relevant owner or occupier of a lot and the owners corporation as to the disposal of uncollected goods within the meaning of section 6 (1) of the Uncollected Goods Act 1995.

34.4 Provision of information

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(a) Owners and occupiers must provide the owners corporation with the vehicle registration plate details of each vehicle in their ownership, possession or control from time to time.

(b) The owners corporation is to keep and use the information gathered pursuant to clause 34.4(a) only for the purpose of monitoring and/or enforcing breaches of by-laws of the strata scheme relating to parking and must comply with all requirements of law in gathering, storing, using or releasing that information.

34.5 Giving of Strike Notices

A Strike Notice is deemed to have been properly given under this by-law if:

(a) It is left on the offending vehicle, including without limitation under a windscreen wiper or affixed by means of tape to the windscreen; and

(b) It contains the following words:

STRIKE NOTICE

The owners corporation of this strata scheme has formed the view that you parked a vehicle in contravention of the Parking Restrictions and/or in breach of the by-law of the strata scheme which regulates parking. This notice is a "Strike Notice" within the meaning of that by-law and those Parking Restrictions.

If a vehicle remains parked in contravention of that by-law and/or those Parking Restrictions for 24 hours or more following the giving of this Strike Notice, the owners corporation may in its absolute sole discretion do any or all of the following:

*(a) prevent you from accessing the car park for a continuous period of no more than 48 hours (or if you are not an owner or occupier, may so prevent any owner or occupier who facilitated your contravention) ("**Lockout**");*

*(b) erect a temporary barricade to prevent a vehicle parked by you in a visitors car space from leaving that space ("**Block In**"); or*

*(c) arrange for a vehicle of yours that is parked in a visitors car space to be towed off the Property and onto a public street ("**Tow Away**").*

34.6 Signage

The owners corporation may erect a sign on the common property to the following effect:

PARKING RESTRICTIONS

IN CONSIDERATION OF THE OWNERS CORPORATION OF THIS PROPERTY ALLOWING YOU TO ENTER ITS LAND YOU AGREE TO THE FOLLOWING TERMS.

IF YOU ACCEPT THIS OFFER TO ENTER THE OWNERS CORPORATION'S LAND THESE TERMS FORM A CONTRACT BETWEEN YOU AND THE OWNERS CORPORATION OF THIS PROPERTY.

BY ENTERING THE OWNERS CORPORATION'S LAND YOU ACCEPT THIS OFFER ON ITS TERMS.

IF YOU DO NOT ACCEPT THIS OFFER YOU MUST NOT ENTER THE OWNERS CORPORATION'S LAND.

THE NAME OF THE OWNERS CORPORATION OF THIS LAND IS "THE OWNERS – STRATA PLAN NO 73236".

WARNING: THESE TERMS SERIOUSLY AFFECT YOUR RIGHTS.

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Visitors' car parking at this property is solely for the use of visitors to the property and then only for no more than 24 hours in any continuous period of 48 hours. Visitors may only park in the visitors car parking spaces.

It is not for the use of owners or occupiers of lots at the property nor others.

All car parking may only occur in marked bays.

If you park a vehicle on this property in contravention of these restrictions, the owners corporation of this property may take steps including:

- *Blocking in your vehicle.*
- *Suspending any right of access to the car park you may have.*
- *Towing your vehicle off the property and onto the public street.*

*Prior to taking such action the owners corporation may give you a notice, including by way of placing it on your vehicle, of its intention to do so ("**Strike Notice**"). That notice may refer to this contract as the "Parking Restrictions".*

If you are an owner or occupier these terms are subject to any relevant provision of the by-laws of the strata scheme. Those by-laws set out further matters regarding your rights and obligations.

If the owners corporation blocks in or tows away your vehicle, the owners corporation must not:

(a) fail to release a vehicle on demand to any person having a lawful right to the possession or control of the vehicle; or

(b) demand any payment for or in relation to the release of the vehicle.

THESE TERMS ARE AN AGREEMENT OR ARRANGEMENT IN FORCE WITH RESPECT TO YOUR VEHICLE FOR THE PURPOSES OF SECTION 651C OF THE LOCAL GOVERNMENT ACT 1993.

Abandoned vehicles

*Without limiting any other rights of the owners corporation under these Parking Restrictions, if your vehicle is, without the written consent of the owners corporation, left on the common property for a continuous period of 2 weeks ("**Uncollected Goods**"), then:*

(a) The Uncollected Goods are thereupon bailed to the owners corporation upon the terms of this clause.

(b) The Uncollected Goods are immediately ready for delivery to you and must be collected by you within 1 calendar month of being so bailed to the owners corporation.

(c) The owners corporation is not, despite such bailment, obligated to care for or protect the Uncollected Goods in any way, and is not liable to you for any costs, loss, damage, liability or claim howsoever arising in connection with the Uncollected Goods (even if arising due to the negligent or deliberate act or omission of the owners corporation).

(d) After the expiration of the period within which the Uncollected Goods must be collected by you, the owners corporation may dispose of those Uncollected Goods by any lawful means and have any money or other benefit obtained in so doing.

THIS CLAUSE OPERATES AS AN AGREEMENT BETWEEN YOU AND THE OWNERS CORPORATION AS TO THE DISPOSAL OF UNCOLLECTED GOODS WITHIN THE MEANING OF SECTION 6 (1) OF THE UNCOLLECTED GOODS ACT 1995.

34.7 Miscellaneous

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(a) The owners corporation makes the offer in the terms of the sign set out in clause 34.6 according to its terms. The owners corporation has the functions necessary for it to exercise its rights and meet its obligations under a contract coming into existence by way of acceptance of that offer on its terms.

(b) This by-law sets out the terms of an agreement between owners, occupiers and the owners corporation for the provision of parking services by the owners corporation to owners and occupiers as contemplated by section 117 of the Management Act on the conditions set out herein.

35 Storage in car spaces

(a) An owner or occupier of a lot must not, without the permission in writing of the owners corporation, store any material in a car parking space or install or keep any equipment in or on a car parking space for the purpose of storing any material.

(b) The owners corporation may grant, withhold or withdraw its approval under this by-law in its absolute sole discretion and subject to conditions (which, if imposed, must be complied with) including as to the type of storage equipment that may be used.

36 Methods and procedures

36.1 Bond

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

(a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:

(i) as reasonably determined from time to time by the owners corporation; or

(ii) in the absence of such a determination, the amount of $500;

(b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;

(c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and

(d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

36.2 Liability for occupiers and invitees

Except as otherwise provided herein:

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

(b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

36.3 Exercise of care, skill and compliance with law

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

(a) exercise due care and skill; and

(b) do so in accordance with any applicable law.

36.4 Obligation to do work to remedy breach

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

(a) comply with the obligation breached;

(b) repair any damage caused to the property;

(c) clean any rubbish, dirt, debris, or staining caused to the property;

(d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and

(e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

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

36.5 Conditions attaching to remedial work

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

(a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;

(b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;

(c) ensure that such work is done:

(i) in accordance with any applicable law and any other applicable requirement hereof; and

(ii) in a proper and workmanlike manner and exercising due care and skill.

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

36.6 Power to carry out work and recover costs

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

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

(b) that owner or occupier fails to carry out that work;

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

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37 Definitions and interpretation

37.1 Interpretation

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

(a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with the by-laws of the strata scheme;

(b) the singular includes the plural and vice versa;

(c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;

(d) a reference to a document, includes any amendment, replacement or novation of it;

(e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;

(f) any reference to legislation includes any amending or replacing legislation;

(g) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;

(h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;

(i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;

(j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;

(k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and

(l) a term defined in the Management Act or Development Act will have the same meaning.

37.2 Functions of the owners corporation

(a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.

(b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

37.3 Severability

(a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.

(b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

37.4 Definitions

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

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

lot means a lot in the strata scheme;

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Management Act means the Strata Schemes Management Act 2015;

occupier means:

(a) the occupier of a lot, but only in relation to the lot occupied by that occupier;

(b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and

(c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

owner means:

(a) the owner of a lot, but only in relation to the lot owned by that owner;

(b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and

(c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

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

strata plan means strata plan number 73236; and

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

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Special By-Law 1 – Lots 4 & 5 Works

The proprietors for the time being of Lot 4 and Lot 5 (*the proprietors*) shall be entitled to carry out the alterations and additions (*the work*) to the said lots as described in the schedule below and, to the extent necessary, the Owners Corporation confers on the proprietors the exclusive use and enjoyment of those parts of the common property the demolition or replacement of which is comprised in the work and any additions comprised in the work which will become common property subject to the following conditions:

(a) The proprietors shall be responsible for the maintenance, upkeep and — whenever necessary — renewal or replacement of those parts of the common property the subject of this by-law.

(b) The provision to the Owners Corporation of:

  (i) satisfactory evidence of approval by Sydney City Council (*the Council*) and by any other competent authority to the work;

  (ii) a written report by a duly qualified engineer to the effect that the work will not affect the structural integrity or weather-tightness of the building;

  (iii) satisfactory evidence of adequate professional indemnity insurance of the engineer referred to in paragraph (ii) above and of the architect supervising the work; and

  (iv) satisfactory evidence of the contractors all risk insurance in respect of the work in the sum of at least $10 million.

(c) The work shall be carried out:

  (i) in a good and tradesman-like manner by suitably qualified and — where necessary — licensed tradesmen;

  (ii) causing as little inconvenience as possible to the other occupiers of the Strata scheme;

  (iii) in accordance with any conditions imposed by the Council, whether pursuant to a development application or otherwise, and by any other competent authority;

  (iv) between the hours of 3.00am and 4.30pm on Mondays to Fridays inclusive excepting public holidays and such other times or periods as may be precluded by any conditions imposed by the Council.

(d) No materials goods or tools used in connection with the work shall be kept upon the common property.

(e) The common property shall be left in a clean and tidy condition at the end of each day and shall at all times be adequately protected against any damage which may be caused by the passage of goods, materials, tools and tradesmen.

(f) The proprietors shall at their expense rectify all damage of whatsoever nature caused to any other part of the common property in consequence of the performance of the work or in connection therewith.

(g) The proprietors shall ensure that the security of the building comprising the strata scheme is maintained throughout the performance of the work.

(h) The proprietors shall, if on completion of the work the Owners Corporation reasonably considers it necessary, at their own expense cause to be prepared and registered a building alteration plan pursuant to Section 14 of the Strata Titles Act,

And the proprietors shall at all times keep the Owners Corporation fully indemnified in respect of any damage, losses, liabilities, costs, charges and expenses whatsoever arising from the performance of the work including (but without limitation) the reasonable legal

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costs and out-of-pocket expenses incurred by the Owners Corporation in considering, preparing and registering this by-law.

SCHEDULE

Alterations to the subject Lots 4 and 5 (lots) and the common property comprising:

(a) the removal of the common wall of the lots and the future reinstating of the wall upon 30 days notice given by the proprietors;

(b) the installation of air conditioning units to the lots and mounting air conditioning units in the common area in the car park; and

(c) the installation of 1 bathroom, 1 kitchenette and 2 storage areas in the Lot 4 as shown in and described upon the drawings prepared by Jayam Param Architecture dated 27 September 2005, a copy of which has been exhibited at the meeting at which this by-law is resolved and which drawing has been placed with the Minutes.

Special By-Law 2 – Air Conditioning

DEFINITIONS AND INTERPRETATION

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

(a) **Authority** means any government, semi government, statutory, public, community association or other authority having any jurisdiction over the lot.

(b) **Owner** means the owner of the lot from time to time.

(c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 73236.

(d) **Special Privilege Area** means the common property area reasonably required to install an air conditioning condensing unit to the allocated piping and condenser installation points corresponding with the lot as indicated on the attached plan (for clarity, where the allocated piping and condenser installation points are located on the carpark levels basement 1 and basement 2, the air conditioning condensing unit is to be located in the corresponding carspace or located or attached to common property on the boundary of the carapace as is the case with the existing air conditioning condensing units on those levels).

(e) **Works** means the installation of an air conditioning condensing unit as approved by the Owners Corporation.

3. 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;

(d) anything the Owner is required or permitted to do under this by-law is to be at the Owner‘s cost; and

(e) references to legislation includes references to amending and replacing legislation.

GRANT OF RIGHTS

4. Subject to an Owner's compliance with clauses 6, 7 and 8 of this by-law each Owner is granted the right to undertake the Works in the Special Privilege Area corresponding with their lot.

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5. In relation to the installation of air conditioning condensing units already undertaken at the time of the making of this by-law, this by-law applies as if the Works were undertaken by the Owner benefited by those Works in accordance with clauses 6, 7 and 8 of this by-law.

CONDITIONS

6. In respect of the Works corresponding to their let each Owner must before commencement of the Works:

   (a) provide the Owners Corporation with detailed specifications of the Works, including the make, model and colour of the air conditioning condensing unit and the proposed location for the condensate run off;

   (b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;

   (c) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 48 hours of any request from the Owners Corporation; and

   (d) obtain approval for the Works from the Owners Corporation.

7. In respect of the Works corresponding to their let each owner must whilst the Works are in progress:

   (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;

   (b) ensure the Works are conducted in a proper and workmanlike manner;

   (c) use reasonable endeavours to cause as little disruption as possible;

   (d) perform the Works during times reasonably approved by the Owners Corporation;

   (e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;

   (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;

   (g) protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;

   (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;

   (i) indemnify the Owners Corporation against any costs or losses associated with the installation of the Works, excluding any liability under section 65(6) of the Strata Schemes Management Act 1996;

   (j) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and

   (k) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

8. In respect of the Works corresponding to their let each Owner must without unreasonable delay after the Works have been completed:

   (a) notify the Owners Corporation that the Works have been completed;

   (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;

   (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;

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(d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;

(e) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law; and

(f) the Owners Corporation's right to access the lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

9. In respect of the Works and Special Privilege Area corresponding to their lot each Owner:

(a) must maintain and upkeep the Works;

(b) must maintain and upkeep the Special Privilege Area;

(c) remains liable for any damage to lot or common property arising out of the Works;

(d) must make good any damage to lot or common property arising out of the Works;

(e) must comply with any notice or order issued by an Authority in respect of the Works; and

(f) must indemnify the Owners Corporation against any costs or losses arising out of the Works, excluding any liability under section 65(6) of the Strata Schemes Management Act 1996 in respect of the property of the Owner.

Special By-Law 3 – Conduct of Building Works in Lots

1. Notwithstanding By-law 4, for the purpose of protecting the health, safety and welfare of all owners and occupiers of lots in the strata scheme and to avoid, so far as is possible, loss and damage to the owners corporation and owners and occupiers of lots, the owner of a lot in the strata scheme (referred to as the “Owner” in this by-law) must not permit or carry out any building works of whatsoever nature in or on the lot unless the owner, the occupier and every contractor, builder, servant or agent of the owner or occupier complies with the succeeding provisions of this by-law.

2. At least 21 days prior to undertaking any works, including any works described in By-law 4, the Owner must first notify the executive committee in writing of the Owner’s intention to do so including in that notice:

(a) the Owner’s name and lot number;

(b) a description of all of the works the Owner proposes to carry out, and

if the works effect a change to common property in any way by, for example, but without limitation, removal of walls, piercing of a common property wall or slab, enclosing a balcony, removal or installation of floor tiles, removal or installation of a bath, shower stall, toilet or hand basin, the Owner must provide with the notice floor plans and drawings depicting the Owner's lot prior to the proposed works and a copy of the plans, drawings and specifications for the works.

3. For the purposes described in paragraph 1, the executive committee may impose restrictions and obligations on the Owner and the Owner's contractors, servants and agents including without limitation:

(a) a requirement to apply to the Council of the City of Sydney (“Council”) for development or other approval for the performance of the works or confirmation that no such approval is required; and

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(b) such other restrictions and obligations the executive committee considers are reasonable and appropriate having regard to the nature of the works including the necessity for the adoption of an additional by-law as may be required by the Act.

4. If the Owner's proposed works do not effect a change to or interference with common property in any material way, then the executive committee may approve the performance of those works pursuant to By-law 5.

5. If the Owner's proposed works effect a change to common property, prior to undertaking the works, in addition to any other restrictions or obligations imposed by the executive committee:

(a) the Owner must obtain and provide to the executive committee the certificate of currency of the insurance policy or policies of the building contractor carrying out the works which is effected with a reputable insurance company reasonably acceptable to the executive committee of the owners corporation for:

(i) contractor's all risk insurance incorporating public liability insurance in an amount of not less than $5,000,000;

(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;

(b) the Owner must obtain and provide to the executive committee the opinion of a structural engineer (reasonably acceptable to the executive committee) to the effect that if the works are carried out in a good and workmanlike manner substantially in accordance with the plans, drawings and specifications provided to the executive committee, the works will not adversely affect the structural integrity of the building or any part thereof;

(c) if required by the executive committee, the Owner must cause a dilapidation report to be conducted of the common property and each lot affected or likely to be affected by the building works.

6. Upon compliance by the Owner with the Owner's obligations under clauses 2 and 5 of this by-law (as applicable to the Owner’s works), the executive committee will grant approval for the Owner's proposed works which approval may be subject to the adoption of an additional by-law authorising the works as required by the Act.

7. In carrying out the works, the Owner must:

(a) if the works effect a change to common property, ensure that the works are carried out in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia and relevant Australian standards;

(b) ensure that the works are carried out in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot;

(c) ensure that the works are carried out substantially in accordance with the plans, drawings and specifications provided to the executive committee prior to construction and, if the approval of the Council is required for the conduct of the works, as approved by the Council;

(d) not materially amend or vary the plans, drawings and specifications without the approval in writing of the executive committee and, if required, the Council;

(e) take reasonable precautions to protect all areas of the building outside the Owner's lot from damage by the works;

(f) ensure that all construction materials, equipment, debris and other material associated with the works are transported over common property in the manner reasonably directed by the executive committee and that no construction materials, equipment, debris and other material associated with the works are deposited on the common property at all or on the pavement outside the building for longer than 24 hours unless prior arrangements have been made by the Owner or the Owner's contractor with the executive committee for the use and siting of a rubbish skip or dump bin;

(g) ensure that all areas of the complex outside the Owner's lot which are affected by the works are kept clean and tidy throughout the performance of the works;

(h) ensure that, so far as is reasonably practicable, the works are performed wholly within the Owner's lot;

(i) ensure that the works are only performed between the hours of 7.30 a.m. and 5.00 p.m. Monday to Friday, 8.00 a.m. to 2.00 p.m. on Saturday and not at all on Sunday or any public holiday;

(j) ensure that no doors or access ways are blocked, or propped open or hindered in any way by the Owner's contractor, his employees, servants or agents or by construction materials, equipment. debris and other material associated with the works;

(k) ensure that the works do not interfere with or damage the common property (other than as is approved in an appropriate by-law) or the property of any other lot owner or occupier;

(l) ensure that neither the Owner nor the Owner’s contractor, his employees, servants or agents uses any of the owners corporation's garbage bins to store or cart debris, building materials, tools or equipment;

(m) ensure that any damage caused by the Owner or the Owner's contractor, his employees, servants or agents in the performance of the works is made good within a reasonable period after that damage occurs;

(n) ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond the Owner's reasonable control, the works are completed within three months of their commencement or such longer period of time as the executive committee, acting reasonably, permits.

8. If the approval of the Council is necessary to carry out the works, on completion of the building works the Owner must provide to the executive committee the certificate of the Council that the works have been inspected by the Council and that the works comply with the conditions of any approval given by the Council.

9. This by-law does not relieve the Owner from any duty or obligation to comply with the provisions of the Act relating to the making of a by-law authorising particular works or the exercise of a special privilege or grant of exclusive use rights.

10. The Owner is liable for any damage caused to any part of the common property or any other lot as a result of the performance of the works and the Owner must take such steps as are necessary to make good that damage within a reasonable time after it has occurred.

11. The Owner indemnifies the owners corporation and each other owner and occupier of a lot in the strata scheme against any loss or damage the owners corporation and/or that other owner or occupier may suffer as a direct result of the performance of the works.

12. The Owner must, at the Owner’s cost, maintain the fixtures and fittings installed in the course of the works in a state of good and serviceable repair and the Owner must renew or replace those fixtures and fittings when necessary and in the event that the Owner fails to do so, the owners corporation may, at the Owner's cost:

(a) carry out all work necessary to maintain, repair or replace the fixtures and fittings installed as part of the works;

(b) enter upon any part of the Owner's lot to carry out that work; and

(c) recover the costs of carrying out that work from the Owner,

and the Owner indemnifies the owners corporation against any liability flowing from the actions of the owners corporation pursuant to this clause.

13. This by-law is intended to operate in conjunction with and not in derogation of by-law 4 but if there is any inconsistency between by-law 4 and this by-law, the provisions of this by-law prevail.

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Special By-Law 4 – Approval of Building Works in Lot 68

1. The owners corporation agrees that:

   (a) the building works, fixtures and fittings described in the Schedule to this by-law (the "**Works**") will be installed or effected by or on behalf of the owners of Lot 66 (the "**Lot**"); and

   (b) on the conditions set out in this by-law, the owner or owners for the time being of the Lot (collectively described in this by-law as the "**Owner**") shall have a special privilege to install, keep and maintain the Works and a right of exclusive use and enjoyment of that part of the common property affected by the Works.

2. Definitions

For the purposes of this by-law:

"**Council**" means the Council of the City of Sydney;

"**Development Consent**" means the consent given by the Council to the development of the Lot lodged by or on behalf of the Owner with Council consequent upon the adoption of resolution numbered 2 in the minutes of the executive committee meeting of the owners corporation held on 2 June 2009 and includes, without limitation, all conditions contained in or attached to the notice of determination given in respect of that Development Consent and in any construction certificate issued in connection with that Development Consent or incorporated by reference or otherwise in any of those documents;

"**Plans**" means the plans and specifications in respect of the Works lodged with the application for the Development Consent and considered, but not approved, by the executive committee at its meeting on 2 June 2009 solely for the purpose of permitting the Owner to lodge the application for the Development Consent;

"Works" means and includes all of the building works described in or contemplated by the Works generally described in the Schedule to this by-law and substantially as depicted on the Plans.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 1996*, that word or phrase has the same meaning in this by-law.

3. Conditions

(a) The Owner acknowledges and agrees that the Owner must itself or by its contractors comply with the terms and conditions of the Development Consent.

(b) The Owner acknowledges and agrees that the provisions of Special By-law No. 3 relate to and are binding upon the Owners to the same extent as if those provisions were incorporated into and form part of this by-law without the necessity for re-statement of Special By-law No. 3 herein.

(c) The Owner acknowledges and agrees that it must comply with this by-law and Special By-law No. 3. in particular, but without limitation, clauses 2, 5 and 7 to 12 inclusive of Special By-law No. 3 and with the reasonable restrictions, directions and obligations of the executive committee imposed under clause 3 of Special By-law No. 3.

(d) The Owner acknowledges and agrees that the owners corporation may enforce the provisions of Special By-law No. 3 incorporated by reference into this by-law in any way in which the owners corporation may enforce any other by-law under the Act.

(e) Without limiting any obligation to comply with the Development Consent, the Owner (including any contractor carrying out work on behalf of the Owner) must install under the tiles in each wet area and the roof terrace affected by the Works, waterproof membrane of a type reasonably satisfactory to the executive committee.

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(f) The Owner must, prior to the commencement of the Works:

(i) provide to the executive committee details of the waterproof membrane to be installed by the Owner's contractor under the tiles in any wet area and/or the roof terrace affected by the Works; and

(ii) provide to the executive committee a copy of the warranty of the contractor who will install the waterproof membrane.

(g) Without limiting any of the obligations in the Development Consent, the Owner must ensure that the external appearance of the Works after completion match as nearly as possible the existing external materials of the roof and external walls and glazing and that the external appearance of the completed works is aesthetically in keeping with the existing external appearance of the building works constructed on Level 4.

4. Other Rights and Obligations

(a) The Owner is liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property as a result of the performance of the Works whenever that damage may occur.

(b) The Works must be undertaken at the cost of the Owner.

(c) The Owner is responsible for, and must bear and pay all the costs of, the proper maintenance of the Works (which expression includes without limitation any and all fixtures, fittings, waterproof membrane and finishes installed in the course of the performance of the Works, and any other part of the roof terrace or roof top the integrity of which may be affected by the performance of the Works) and must keep the Works in a state of good and serviceable repair and must renew or replace the Works whenever the Works or any part of the Works becomes damaged or leaks.

(d) For the avoidance of doubt, if at any time there is leaking from the extended roof. any planter box, any terrace or downpipe from the Lot, the bathroom or bathrooms. Kitchen, laundry or other wet area constructed or re-constructed as part of the Works so that there is water leaking beyond the boundary of the Lot, the Owner must, at the cost of the Owner:

(i) repair the tiles, waterproof membrane. pipes and any part of the substrate necessary properly to rectify the water egress from the Lot:

(ii) repair and reinstate any part of the common property and any other lot damaged by the water egress from the Lot.

(e) The Owner indemnifies the owners corporation and each other owner and occupier of a lot in the strata scheme against any loss or damage the owners corporation and/or that other owner or occupier may suffer as a direct or indirect result of the performance of the Works.

(f) In the event that the Owner fails to carry out any part of the Works or perform any other obligation required by the terms of this by-law or Special By-law No. 3 to be performed by that Owner (in particular but without limitation, the obligations of the owner under clause 4(d) of this by-law). the owners corporation may, at the Owner's cost:

(i) carry out all work necessary to maintain. repair or replace the fixtures and fittings installed as part of the Works;

(ii) carry out all work necessary to repair and reinstate any part of the common property and any other lot damaged by water egress from the Lot as provided in clause 4(d);

(iii) enter upon any part of the Lot to carry out that work; and

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(iv) recover the costs of carrying out that work from the Owner and the Owner indemnifies the owners corporation against any liability flowing from the actions of the owners corporation pursuant to this clause.

(g) If and to the extent that the costs of rectification of damage caused to the common property are not paid by the Owner upon demand therefore by the owners corporation:

(i) the owners corporation may recover the amount of those costs, including the costs of recovery, from the Owner as a debt due; and

(ii) if that debt is not paid within one month after the date on which it is due, it will bear simple interest at the same rate as applicable to contributions unpaid under section 79(2) of the *Strata Schemes Management Act 1996* (or any Act or regulation amending or replacing the same). or if the regulations under the Act prescribe some other rate, then at that other rate; and

(iii) the owners corporation may include reference to any such debt (including interest thereon) on notices under section 109 of the *Strata Schemes Management Act 1996* in respect of the Lot.

(h) The Owner must bear and pay the costs of preparation, adoption and registration of this by-law.

SCHEDULE

Lot No	Building Works, Fixtures & Fittings Authorised in this By-law
68	Removal and relocation of the line of existing doors on the south- western face of the Lot as depicted in the Plans; Creation of two bedrooms on the south-western terrace as depicted in the Plans; Installation of an extended roof over the two new bedrooms and roof terrace along the line of the existing roof as depicted in the Plans, which extended roof to have a profile, barge board, steel framing, and louvres and be clad with roof sheeting matching existing; Removal of internal wall of former second bedroom and making good of walls, floor and ceiling.

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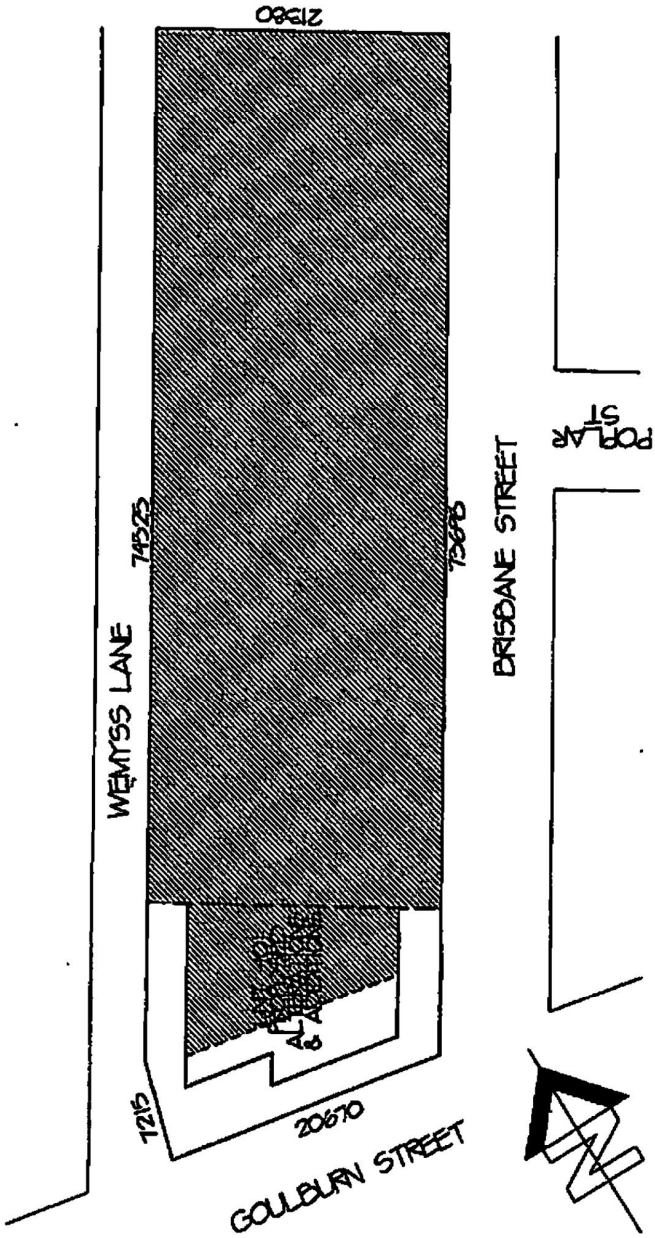
ANNEXURE B

LOT 6B - B



SCALE	DATE	REVISION	DRAWN
A	24/2/09	ISSUED FOR DA/CC	YS

FOR TI AND STRATEGIES PTY LTD AND CAVAFALL PTY LTD

UNIT 40/148 GOULBURN STREET, SURRY HILLS

LOT 6 SP 70284

DATE 24/2/09 | PAGE NO. 1 OF 5 | DWG NO. A1-9118

TURNEY

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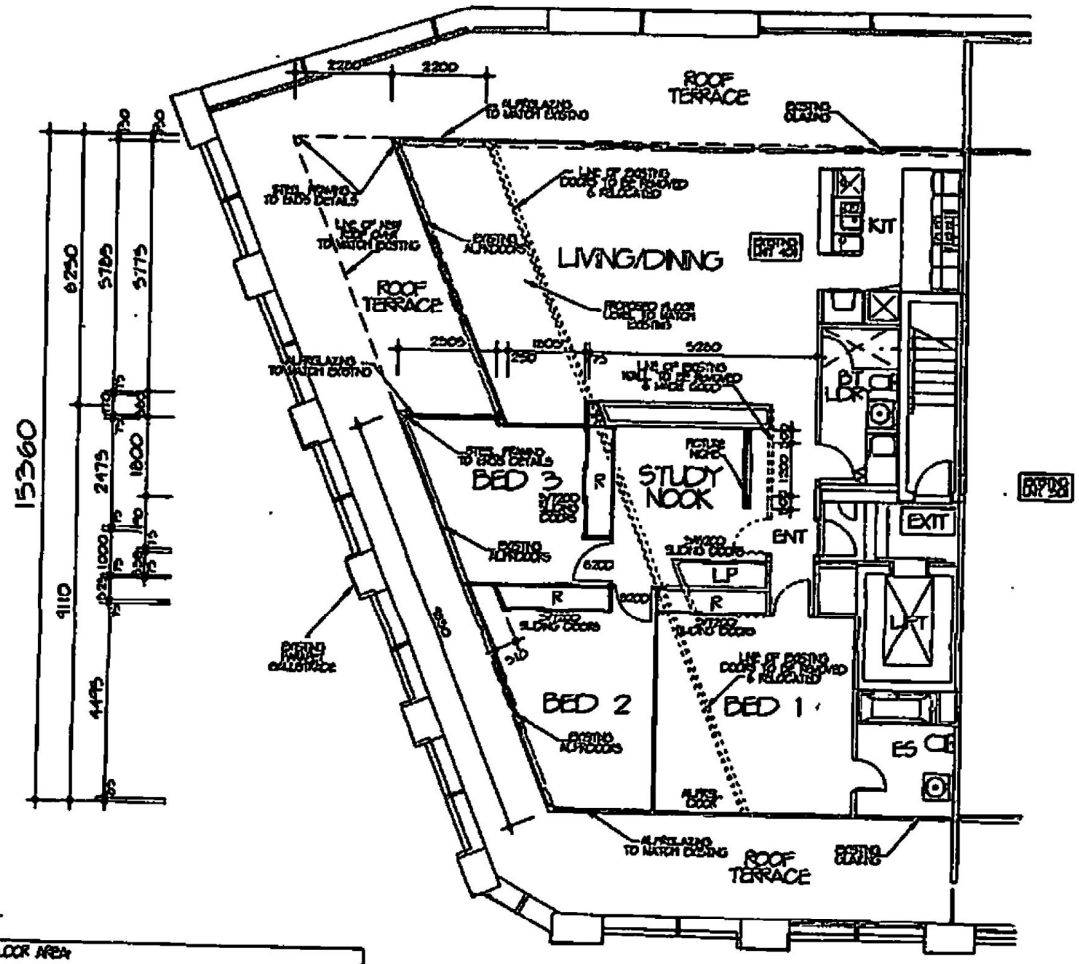
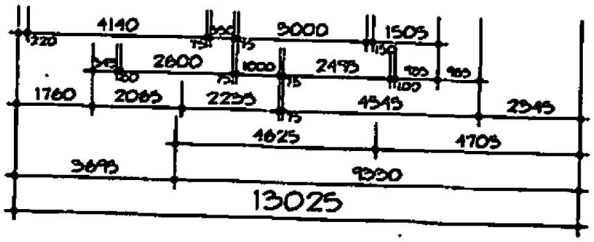
Annexure B

GENERAL NOTES
ALL SIZES TO BE VERIFIED ON SITE BY THE BUILDER
STORMWATER TO BE DIRECTED INTO EXISTING STORMWATER LINES
ALL MEMBERS SHOWN REMOVED TO BE VERIFIED ON SITE BY THE BUILDER
ALL PROPOSED MATERIALS TO MATCH EXISTING
ALL LOAD BEARING MEMBERS TO BE VERIFIED BY STRUCTURAL ENGINEER PRIOR TO ANY WORKS BEING CARRIED OUT



FLOOR AREA
EXISTING FLOOR AREA = 1025SQM
EXISTING ROOF TERRACE = 1956SQM
TOTAL FLOOR AREA = 2575SQM OR 27685QS
EXISTING FLOOR AREA = 1025SQM
ADDITIONAL FLOOR AREA = 529SQM
REVISED TERRACE AREA = 1021SQM
TOTAL FLOOR AREA = 2575SQM OR 27685QS (NO CHANGE)



FLOOR PLAN 1:100

UNIT 401 PROPOSED ALTERATIONS & ADDITIONS

ISSUE	DATE	REVISION	DRAWN
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FOR TI AND STRATEGIES PTY LTD AND CAVAFALL PTY LTD
AT UNIT 401/148 COLBURN STREET, SURRY HILLS
LOT 69 SP 70926
DATE 24/2/09 | PAGE NO. 2 OF 5 | DWG NO. A1397B

SYDNEY
UNIT 3A/3 INGLEWOOD PLACE
NORTHWEST BUSINESS PARK
BAULKHAM HILLS NSW 2153
PO BOX 6410 BAULKHAM HILLS
BUSINESS CENTRE NSW 2153
PHONE (02) 8624 3333
FAX (02) 8624 3344
EMAIL: INFO@ADESIGNSYDNEY.COM.AU

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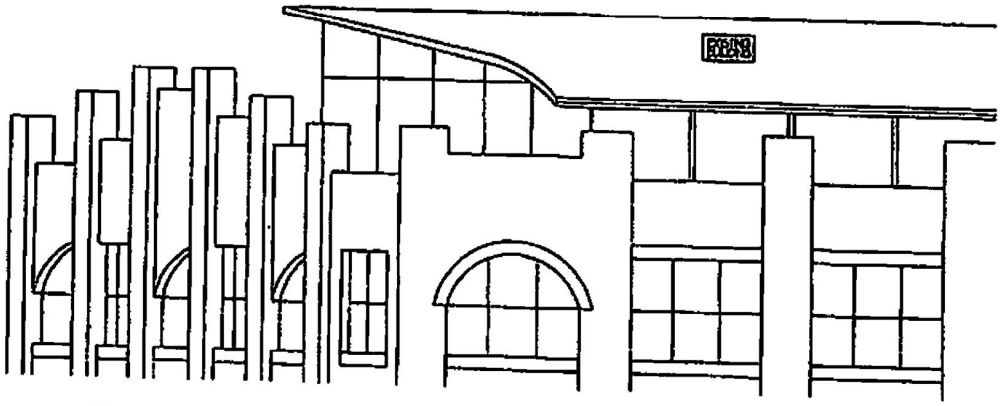
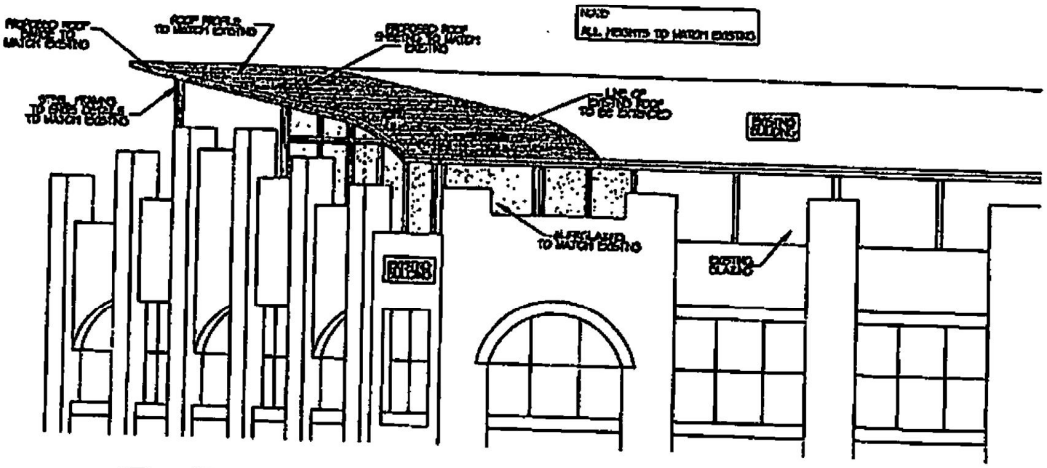
'ANNEXURE' B.



PART SOUTH EAST ELEVATION 1:100
PRE DEVELOPMENT



PART SOUTH EAST ELEVATION 1:100
POST DEVELOPMENT

ISSUE	DATE	REVISION	DRAWN
A	24/2/09	ISSUED FOR DA/CC	VS

FOR TI AND STRATEGIES PTY LTD AND CAVAFALL PTY LTD
AT UNIT 401/148 COLLBURN STREET, SURRY HILLS
LOT & DP 2/2/29
DATE 24/2/09 | PAGE NO. 3 OF 5 | DWG NO. A/3970

ARCHITECTS SYDNEY
UNIT 3442, INGLEWOOD PLACE, NORTHWEST BUSINESS PARK, BAULKHAM HILLS NSW 2153
P.O. BOX 6410 BAULKHAM HILLS BUSINESS CENTRE NSW 2155
PHONE (02) 8824 9966
FAX (02) 8824 9944
EMAIL: NADA@DESIGNSYDNEY.COM.AU

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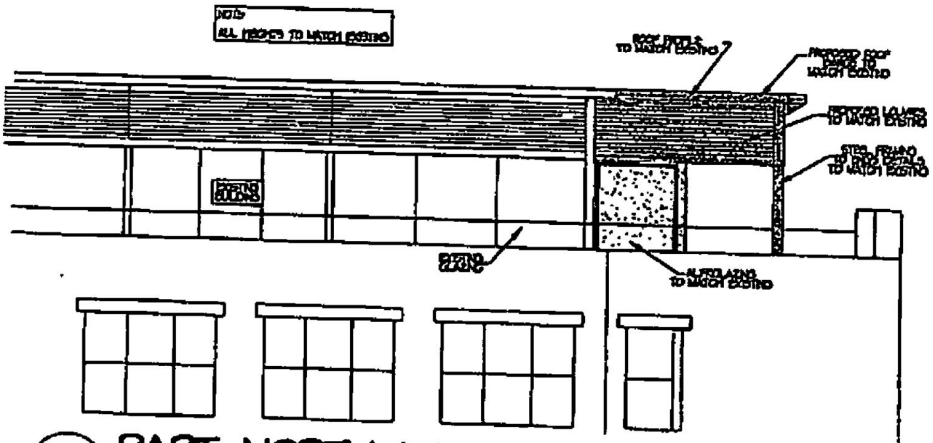
ANNEXURE B

PART NORTH WEST ELEVATION 1:100
PRE DEVELOPMENT



PART NORTH WEST ELEVATION 1:100
POST DEVELOPMENT

ISSUE	DATE	REVISION
A	24/12/09	ISSUED FOR DA/CC

DRAWN VS

FOR TI AND STRATEGIES PTY LTD AND CAVAFALL PTY LTD

AT UNIT 401/148 COLLBURN STREET, SURRY HILLS

LOT (D 5/7/26)

DATE 24/12/09 | PAGE NO. 4 OF 5 | DWG NO. A13/148

ARCHITECTS NOMINATED ARCHITECT NO. 5124 SYDNEY

UNIT 2/45 INGLEWOOD PLACE, NORTHWEST BUSINESS PARK, BAULKHAM HILLS NSW 2153, PO BOX 6410 BAULKHAM HILLS BUSINESS CENTRE NSW 2150
PHONE 02 8624 3000
FAX 02 8624 3099
EMAIL INFO@ADESIGNSYDNEY.COM.AU

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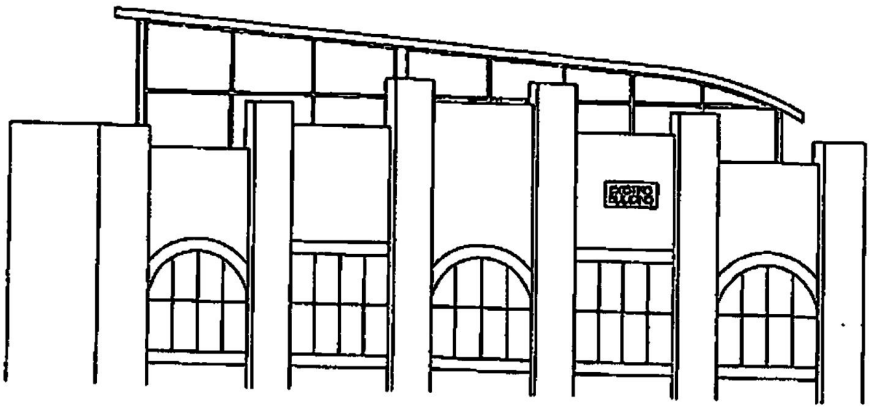
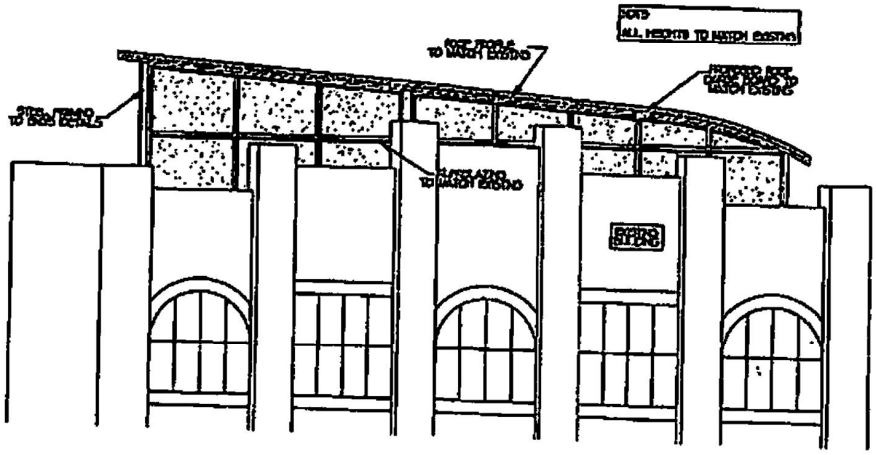
'ANNEXURE' B



PART SOUTH WEST ELEVATION 1:100
PRE DEVELOPMENT



PART SOUTH WEST ELEVATION 1:100
POST DEVELOPMENT

REV	DATE	REVISION
A	24/2/09	ISSUED FOR DA/CC

DRAWN VS

FOR TI AND STRATEGICS PTY LTD AND CAVAFALL PTY LTD

AT UNIT 401/148 GOULBURN STREET, SURRY HILLS

LOT & S/PLAN

DATE 24/2/09 PAGE NO 5 OF 5 DWG NO A1/9/10

SYDNEY

UNIT 2/43 INGLEWOOD PLACE
NORWEST BUSINESS PARK
BAULKHAM HILLS NSW 2153
PO BOX 6410 BAULKHAM HILLS
BUSINESS CENTRE NSW 2153
PHONE (02) 8824 5555
FAX (02) 8824 5544
EMAIL INFO@ANDESIGNSYDNEY.COM.AU

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Special By-Law 5 – Approval of Building Works in Lot 71

1. The owners corporation agrees that:

   (a) the building works. fixtures and fittings described in the Schedule to this by-law (the "**Works**") will be installed or effected by or on behalf of the owners of Lot 71 (the "**Lot**"); and

   (b) on the conditions set out in this by-law, the owner or owners for the time being of the Lot (collectively described in this by-law as the "**Owner**") shall have a special privilege to install, keep and maintain the Works and a right of exclusive use and enjoyment of that part of the common property affected by the Works.

2. Definitions

For the purposes of this by-law:

"**Council**" means the Council of the City of Sydney;

"**Development Consent**" means the consent given by the Council to the development of the Lot lodged by or on behalf of the Owner with Council consequent upon the adoption of resolution numbered 2 in the minutes of the executive committee meeting of the owners corporation held on 2 June 2009 and includes, without limitation, all conditions contained in or attached to the notice of determination given in respect of that Development Consent and in any construction certificate issued in connection with that Development Consent or incorporated by reference or otherwise in any of those documents;

"**Plans**" means the plans and specifications in respect of the Works lodged with the application for the Development Consent and considered, but not approved, by the executive committee at its meeting on 2 June 2009 solely for the purpose of permitting the Owner to lodge the application for the Development Consent;

"Works" means and includes all of the building works described in or contemplated by the Works generally described in the Schedule to this by-law and substantially as depicted on the Plans.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 1996*, that word or phrase has the same meaning in this by-law.

3. Conditions

(a) The Owner acknowledges and agrees that the Owner must itself or by its contractors comply with the terms and conditions of the Development Consent.

(b) The Owner acknowledges and agrees that the provisions of Special By-law No. 3 relate to and are binding upon the Owners to the same extent as if those provisions were incorporated into and form part of this by-law without the necessity for re-statement of Special By-law No. 3 herein.

(c) The Owner acknowledges and agrees that it must comply with this by-law and Special By-law No. 3, in particular, but without limitation, clauses 2, 5 and 7 to 12 inclusive of Special By-law No. 3 and with the reasonable restrictions, directions and obligations of the executive committee imposed under clause 3 of Special By-law No. 3.

(d) The Owner acknowledges and agrees that the owners corporation may enforce the provisions of Special By-law No. 3 incorporated by reference into this by-law in any way in which the owners corporation may enforce any other by-law under the Act.

(e) Without limiting any obligation to comply with the Development Consent, the Owner (including any contractor carrying out work on behalf of the Owner) must install under the tiles in each wet area and the roof terrace affected by the Works, waterproof membrane of a type reasonably satisfactory to the executive committee.

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(f) The Owner must, prior to the commencement of the Works:

(i) provide to the executive committee details of the waterproof membrane to be installed by the Owner's contractor under the tiles in any wet area and/or the roof terrace affected by the Works; and

(ii) provide to the executive committee a copy of the warranty of the contractor who will install the waterproof membrane.

(g) Without limiting any of the obligations in the Development Consent, the Owner must ensure that the external appearance of the Works after completion match as nearly as possible the existing external materials of the roof and external walls and glazing and that the external appearance of the completed works is aesthetically in keeping with the existing external appearance of the building works constructed on Level 4.

4. Other Rights and Obligations

(a) The Owner is liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property as a result of the performance of the Works whenever that damage may occur.

(b) The Works must be undertaken at the cost of the Owner.

(c) The Owner is responsible for, and must bear and pay all the costs of, the proper maintenance of the Works (which expression includes without limitation any and all fixtures, fittings, waterproof membrane and finishes installed in the course of the performance of the Works, and any other part of the roof terrace or roof top the integrity of which may be affected by the performance of the Works) and must keep the Works in a state of good and serviceable repair and must renew or replace the Works whenever the Works or any part of the Works becomes damaged or leaks.

(d) For the avoidance of doubt, if at any time there is leaking from the extended area, any planter box, any terrace or downpipe from the Lot, the bathroom or bathrooms. Kitchen, laundry or other wet area constructed or re-constructed as part of the Works so that there is water leaking beyond the boundary of the Lot, the Owner must, at the cost of the Owner:

(i) repair the tiles, waterproof membrane. pipes and any part of the substrate necessary properly to rectify the water egress from the Lot; and

(ii) repair and reinstate any part of the common property and any other lot damaged by the water egress from the Lot.

(e) The Owner indemnifies the owners corporation and each other owner and occupier of a lot in the strata scheme against any loss or damage the owners corporation and/or that other owner or occupier may suffer as a direct or indirect result of the performance of the Works.

(f) In the event that the Owner fails to carry out any part of the Works or perform any other obligation required by the terms of this by-law or Special By-law No. 3 to be performed by that Owner (in particular but without limitation, the obligations of the owner under clause 4(d) of this by-law). the owners corporation may, at the Owner's cost:

(i) carry out all work necessary to maintain. repair or replace the fixtures and fittings installed as part of the Works;

(ii) carry out all work necessary to repair and reinstate any part of the common property and any other lot damaged by water egress from the Lot as provided in clause 4(d);

(iii) enter upon any part of the Lot to carry out that work; and

(iv) recover the costs of carrying out that work from the Owner,

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and the Owner indemnifies the owners corporation against any liability flowing from the actions of the owners corporation pursuant to this clause.

(g) If and to the extent that the costs of rectification of damage caused to the common property are not paid by the Owner upon demand therefore by the owners corporation:

(i) the owners corporation may recover the amount of those costs, including the costs of recovery, from the Owner as a debt due; and

(ii) if that debt is not paid within one month after the date on which it is due, it will bear simple interest at the same rate as applicable to contributions unpaid under section 79(2) of the *Strata Schemes Management Act 1996* (or any Act or regulation amending or replacing the same). or if the regulations under the Act prescribe some other rate, then at that other rate; and

(iii) the owners corporation may include reference to any such debt (including interest thereon) on notices under section 109 of the *Strata Schemes Management Act 1996* in respect of the Lot.

(h) The Owner must bear and pay the costs of preparation, adoption and registration of this by-law.

SCHEDULE

Lot No	Building Works, Fixtures & Fittings Authorised in this By-law
71	Removal and relocation of the line of existing doors on the northern face of the Lot as depicted in the Plans; Installation of new glazing under the existing roof line on Level 7 to match the existing glazing in the external walls of the Lot.

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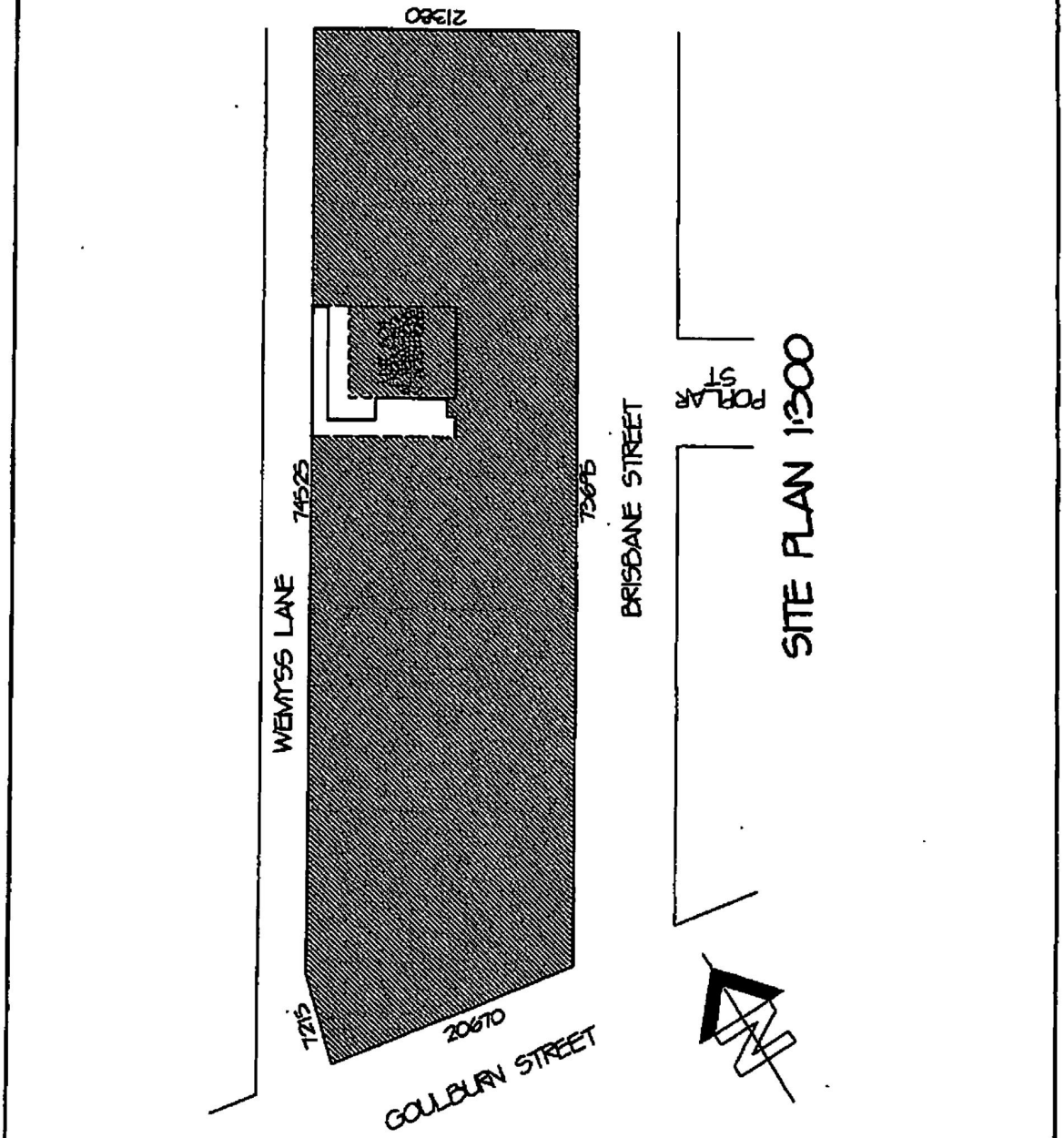
ANNEXURE A

LOT 71 - A



ISSUE	DATE	REVISION	DRAWN
A	24/2/09	ISSUED FOR DA/CC	VS

FOR: CAVAFALL PTY LTD

AT: UNIT 604/21 BRISBANE STREET, SURRY HILLS

LOT & S/P DP26

DATE: 24/2/09 | PAGE NO: 1 OF 4 | DWG NO: A1/986

UNIT 3A/3 INGLEWOOD PLACE
NORWEST BUSINESS PARK
BAULKHAM HILLS NSW 2153
PO BOX 6410 BAULKHAM HILLS
BUSINESS CENTRE NSW 2153
PHONE (02) 8621 5555
FAX (02) 8621 5544
EMAIL INFO@ADDESIGNSYDNEY.COM.AU

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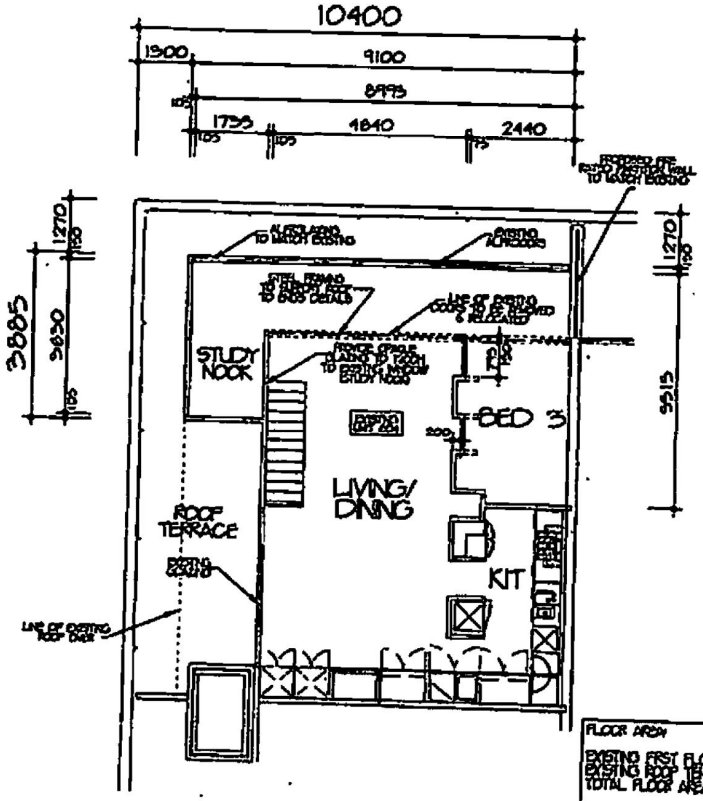
ANNEXURE A

GENERAL NOTES
ALL SIZES TO BE VERIFIED ON SITE BY THE BUILDER
STORMWATER TO BE DIRECTED INTO EXISTING STORMWATER LINES
ALL MEMBERS SHOWN REMOVED TO BE VERIFIED ON SITE BY THE BUILDER
ALL PROPOSED MATERIALS TO MATCH EXISTING
ALL LOAD BEARING MEMBERS TO BE VERIFIED BY STRUCTURAL ENGINEER PRIOR TO ANY WORKS BEING CARRIED OUT



FLOOR AREA
EXISTING FIRST FLOOR AREA = 625SQM
EXISTING ROOF TERRACE = 57SQM
TOTAL FLOOR AREA = 119 SQM

EXISTING FLOOR AREA = 625SQM
ADDITIONAL FLOOR AREA = 20SQM
ROFED TERRACE AREA = 37 SQM
TOTAL FLOOR AREAS = 119 SQM NO CHANGE

FLOOR PLAN 1:100
UNIT 604 PROPOSED ALTERATIONS & ADDITIONS

ISSUE	DATE	REVISION	DRAWN
A	24/2/09	ISSUED FOR DA/CC	VS

FOR CAVAFALL PTY LTD
AT UNIT 604/21 BREDANE STREET, SURRY HILLS
LOT 1/SP8250
DATE 24/2/09 | PAGE NO. 2 OF 4 | DWG NO. A13985

UNIT 3A/5 INGLEWOOD PLACE,
NORWEST BUSINESS PARK,
BAULKHAM HILLS NSW 2153
P.O. BOX 6410 BAULKHAM HILLS
BUSINESS CENTRE NSW 2153
PHONE (02) 8824 3535
FAX (02) 8824 3544
EMAIL: INFO@ANDESIGNSYDNEY.COM.AU

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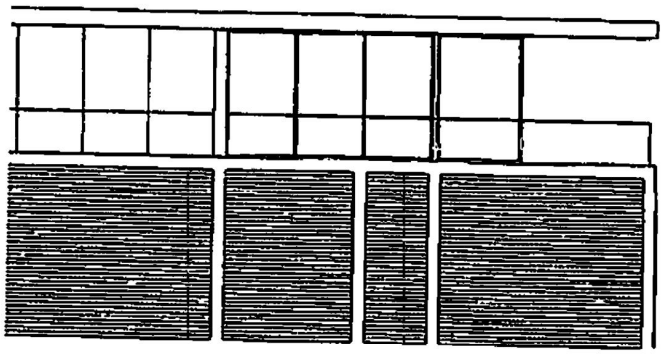
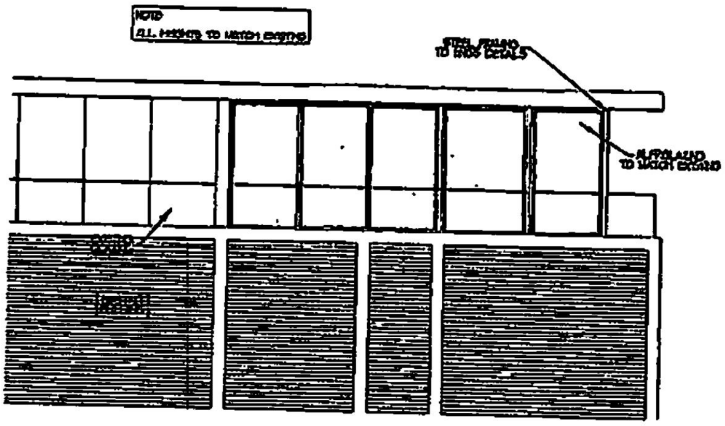
'ANNEXURE' A



PART NORTH WEST ELEVATION 1:100
PRE DEVELOPMENT



PART NORTH WEST ELEVATION 1:100
POST DEVELOPMENT

SCALE	DATE	REVISION	DRAWN
A	24/2/09	ISSUED FOR DACC	VS

FOR CAVAFALL PTY LTD
AT UNIT 604/21 BRISBANE STREET, SURRY HILLS
LOT 1 SP8206
DATE 24/2/09 | PAGE NO 3 OF 4 | DWG NO A13985

SYDNEY
UNIT 3/43 NORWOOD PLACE
NORWEST BUSINESS PARK
BAULKHAM HILLS NSW 2153
PO BOX 6110 BAULKHAM HILLS
BUSINESS CENTRE NSW 2153
PHONE (02) 8621 3333
FAX (02) 8621 3344
EMAIL INFO@ARCDESIGNSYDNEY.COM.AU

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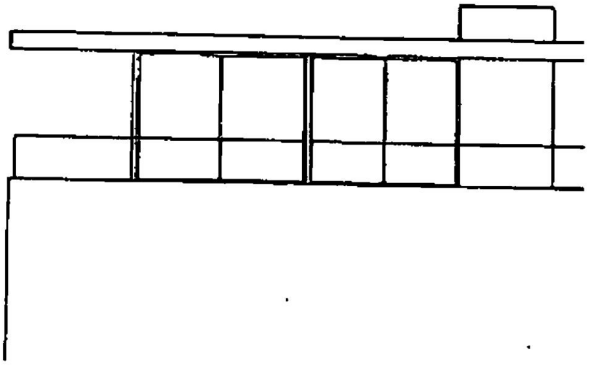
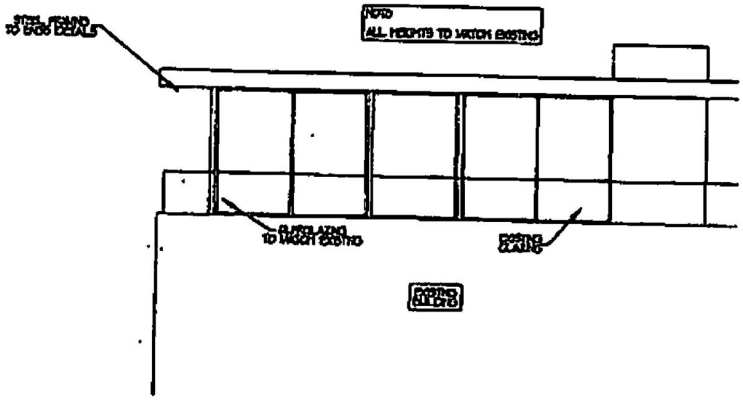
ANNEXURE A



PART SOUTH WEST ELEVATION 1:100
PRE DEVELOPMENT



PART SOUTH WEST ELEVATION 1:100
POST DEVELOPMENT

SCALE	DATE	REVISION	DRAWN
A	24/2/09	ISSUED FOR DA/CC	TS

FOR: CAVAFALL PTY LTD
AT: UNIT 604/21 BRISBANE STREET, SURRY HILLS
LOT 71 SP2686
DATE: 24/2/09
PAGE NO. 4 OF 4
DWG NO. A13986

SYDNEY
UNIT 2/13 NGLEWOOD PLACE
NORWEST BUSINESS PARK
BAULKHAM HILLS NSW 2153
P.O. BOX 6410 BAULKHAM HILLS
BUSINESS CENTRE NSW 2153
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Special By-Law 8 – Compliance with Restrictions

1. Compliance with Restrictions

1.1 An owner or occupier of a Lot must comply with, and must ensure compliance with, any lawful restriction on the use of their Lot or the Common Property from time to time including without limitation any of the following that may apply.

(a) Restrictions on the Use of Land numbered 2, 3 and 4 in the Section 88B instrument registered with the Strata Plan; and

(b) Registered Restriction on the Use of Land by a Prescribed Authority bearing Dealing number AA248606A.

Note*: The restrictions identified here, amongst other things, prevent the sale, lease, sublease or licence of a car space to a person who is not an owner or occupier of a Lot or the use of a car space by such a person*.

2. Definitions and Interpretation

2.1 Interpretation

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

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

(b) a reference to a document, includes any amendment, replacement or novation of it;

(c) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;

(d) any reference to legislation includes any amending or replacing legislation;

(e) any reference to legislation includes any subordinate legislation or other instrument created thereunder; and

(f) a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning.

2.2 Conflict

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

(b) To the extent that this by-law is inconsistent with any other by-law of the Strata Scheme the provisions of this by-law prevail to the extent of that inconsistency.

2.3 Definitions

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

Common Property means the common property in the Strata Scheme;

Lot means a lot in the Strata Plan;

Strata Scheme means the strata scheme relating to the Strata Plan; and

Strata Plan means strata plan number 73236.

Req:R840900 /Doc:DL AR399885 /Rev:07-Sep-2021 /NSW LRS /Prt:04-Nov-2021 12:48 /Seq:46 of 97
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SPECIAL BY-LAW 10

A by-law with respect to lot 73 bathroom renovations.

1 Approval of work

1.1 Work

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

1.2 Exclusive use

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

1.3 Building Works

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

(a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and

(b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

(a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;

(b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;

(c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and

(d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

1.5 Costs

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

1.6 Access

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

(a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or

(b) in any other case, to the extent otherwise required by law.

1.7 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought

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against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area, except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

1.8 Default

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

1.9 Scope of Works

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

2 Methods and procedures

2.1 Approvals

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

(a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;

(b) provide a copy of any such Approvals to the owners corporation;

(c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and

(d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consent

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

2.3 Bond

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

(a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:

  (i) as reasonably determined from time to time by the owners corporation; or

  (ii) in the absence of such a determination, the amount of $500;

(b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;

(c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and

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(d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.4 Acting through others

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

(a) will not by reason only of so doing be released from that obligation, or release that right; and

(b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

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

(b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of care, skill and compliance with law

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

(a) exercise due care and skill; and

(b) do so in accordance with any applicable law.

2.7 Obligation to do work to remedy breach

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

(a) comply with the obligation breached;

(b) repair any damage caused to the property;

(c) clean any rubbish, dirt, debris, or staining caused to the property;

(d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and

(e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

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

2.8 Conditions attaching to remedial work

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

(a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;

(b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;

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(c) ensure that such work is done:

(i) in accordance with any applicable law and any other applicable requirement hereof; and

(ii) in a proper and workmanlike manner and exercising due care and skill.

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

2.9 Power to carry out work and recover costs

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

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

(b) that owner or occupier fails to carry out that work;

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

2.10 Application of the Civil Liability Act 2002

(a) Owners and occupiers of lots acknowledge and agree that:

(i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and

(ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.

(b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of amounts

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

(a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and

(b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:

(i) any interest payable; and

(ii) the expenses of the owners corporation incurred in recovering those amounts.

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

2.12 Alteration of building affecting lot boundary

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

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3 Definitions and interpretation

3.1 Interpretation

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

(a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;

(b) the singular includes the plural and vice versa;

(c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;

(d) a reference to a document, includes any amendment, replacement or novation of it;

(e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;

(f) any reference to legislation includes any amending or replacing legislation;

(g) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;

(h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;

(i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;

(j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;

(k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and

(l) a term defined in the Management Act or Development Act will have the same meaning.

3.2 Functions of the owners corporation

(a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.

(b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

(a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.

(b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

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

Approval means:

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

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

(c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;

(d) any order, direction or other requirement given or made by an Authority;

(e) an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and

(f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means lot 73 in the strata scheme bearing folio identifier 73/SP73236;

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

Authority means:

(a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;

(b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;

(c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and

(d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

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

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

(a) those parts of the common property which are occupied by the Permitted Works (once complete); and

(b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:

(i) only accessible from within that premises; or

(ii) enclosed within the effective physical boundaries of that premises;

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

Management Act means the Strata Schemes Management Act 2015;

occupier means:

(a) the occupier of a lot, but only in relation to the lot occupied by that occupier;

(b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and

(c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

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owner means:

(a) the owner of a lot, but only in relation to the lot owned by that owner;

(b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and

(c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

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

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

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

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

strata plan means strata plan number 73236; and

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

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Annexure A Building Works Conditions

1 Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

(a) be carried out in accordance with and comply with any applicable law or Approval;

(b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;

(c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;

(d) be fit for their purpose;

(e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;

(f) be carried out with due diligence and expedition and within a reasonable time;

(g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;

(h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;

(i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;

(j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;

(k) not adversely affect the structure or support of the parcel;

(l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and

(m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Connection to services

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

1.3 Cleanliness, protection and rectification

You must:

(a) ensure the parcel is adequately protected from damage that may be caused by Building Works;

(b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and

(c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

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1.4 Bond

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

1.5 Plans and specifications

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

1.6 Insurance

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

(a) any insurance required by law in connection with Building Works; and

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

1.7 Ownership of works

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

1.8 Definitions

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

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

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

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

(b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

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

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

your has a corresponding meaning to You.

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Annexure B Scope of Works

1 Scope of Works

1.1 Bathroom

(a) removal of all fixtures, fittings, cabinetry, bath tub, shower, toilet suite and vanity;

(b) installation of new fixtures, fittings, cabinetry, shower, shower, toilet suite and vanity;

(c) installation of NIB wall between the shower and vanity;

(d) removal of floor and wall tiling;

(e) installation of new floor and wall tiling in ceramic and porcelain tile including waterproofing works;

(f) removal, relocation and re-installation of existing exhaust fan;

(g) removal, relocation and re-installation of existing light fittings; and

(h) plumbing and electrical works as necessary.

1.2 Works in accordance with the annexed plans, drawings and diagrams

Undertaking of the works as contemplated and denoted by the annexed plans, drawings and diagrams.

1.3 Plans and drawings

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

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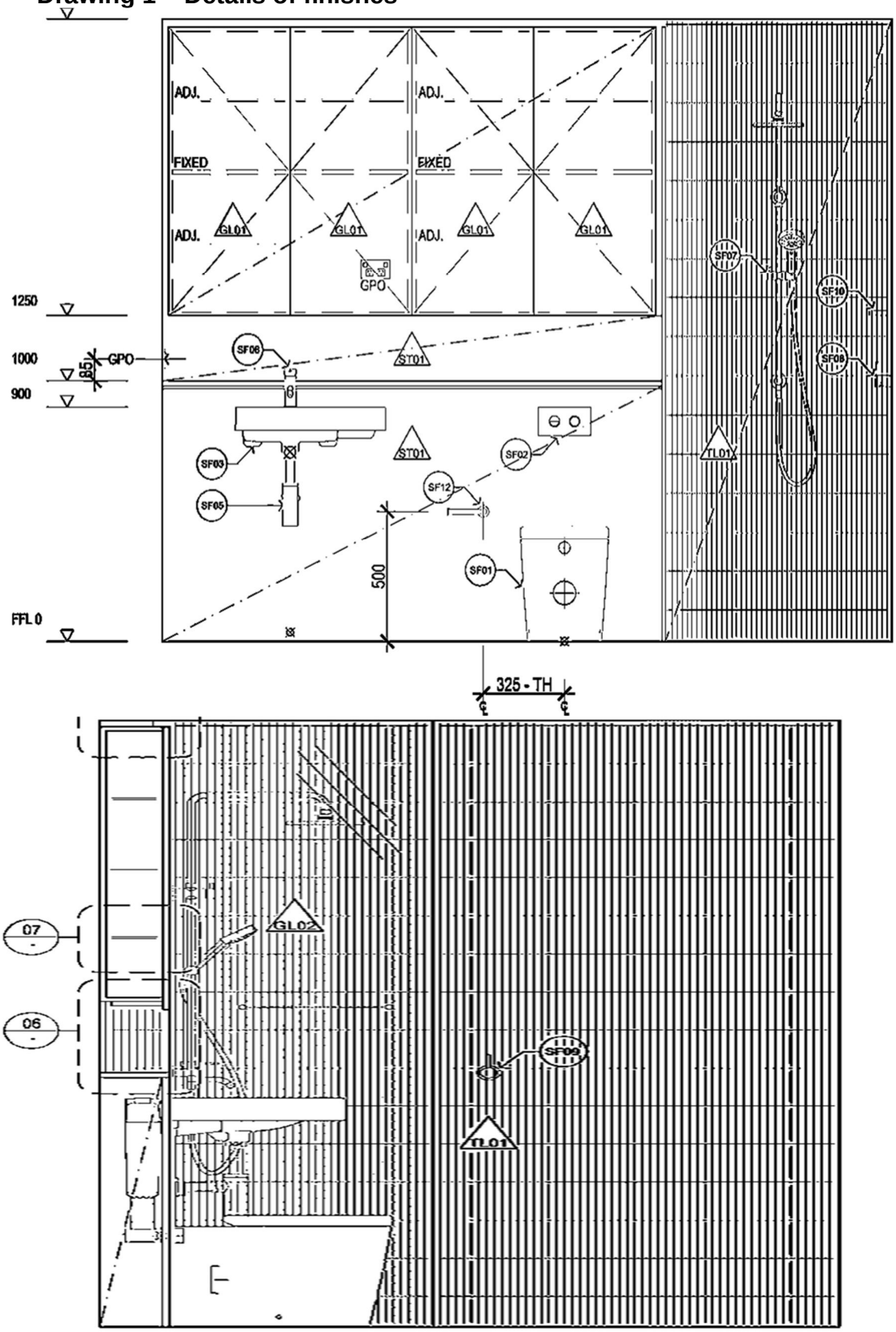
Drawing 1 – Details of finishes



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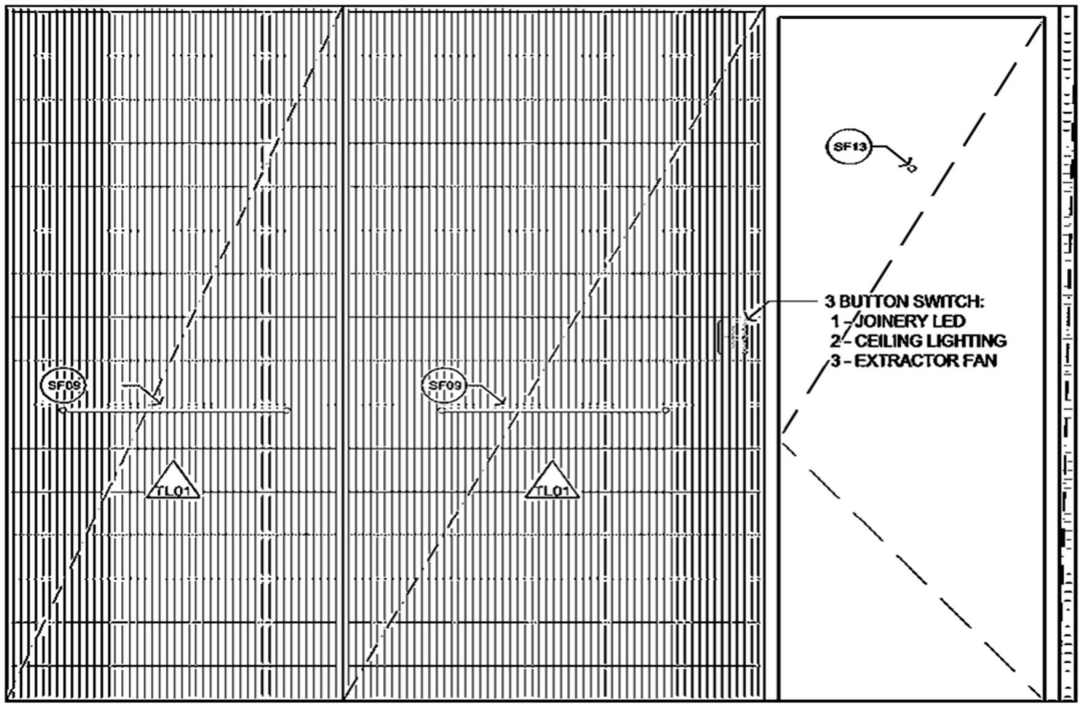

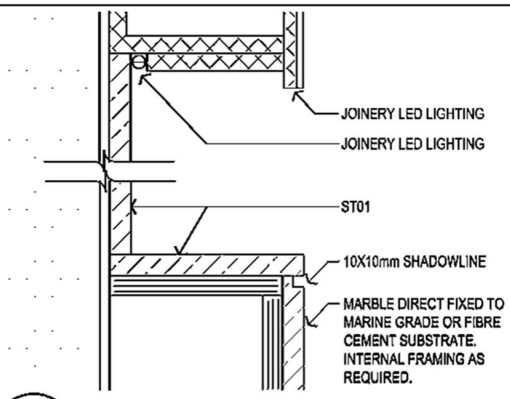

06 - DETAIL: STONE HOB
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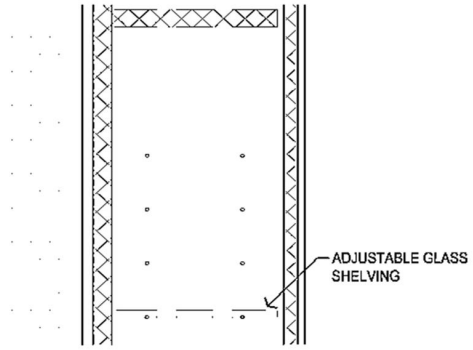

07 - DETAIL: JOINERY SHELVING
Scale - 1:5

08

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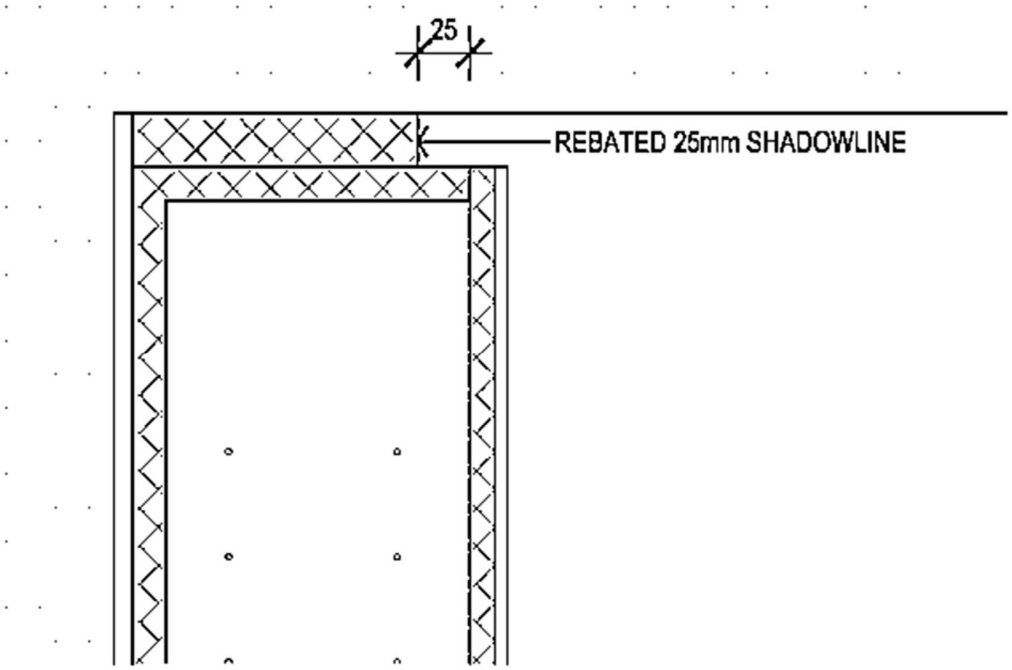

08
-
DETAIL: JOINERY SHADOWLINE
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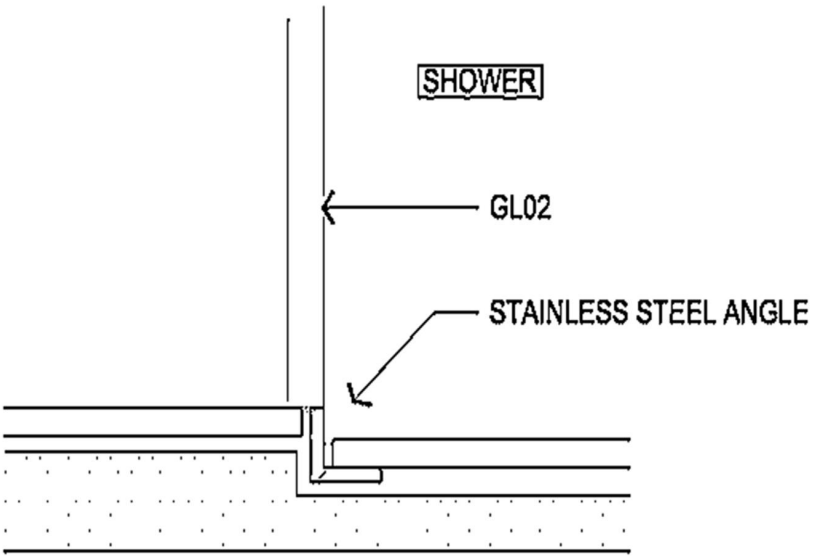

09
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DETAIL: SHOWER TILE SETDOWN
Scale - 1:2

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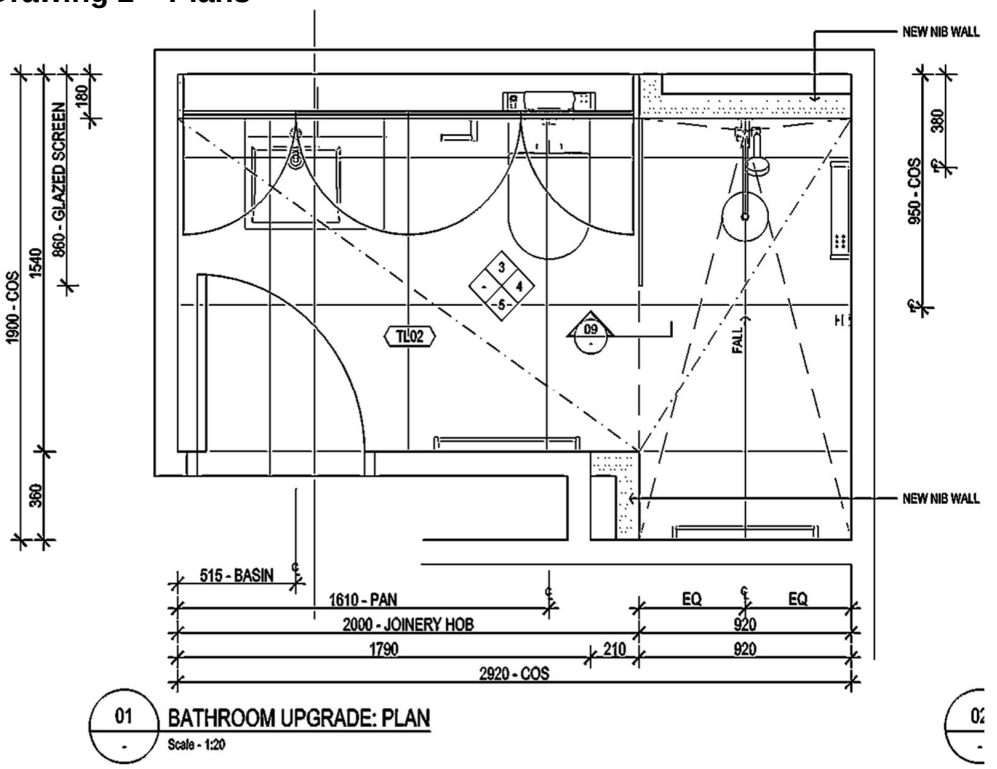
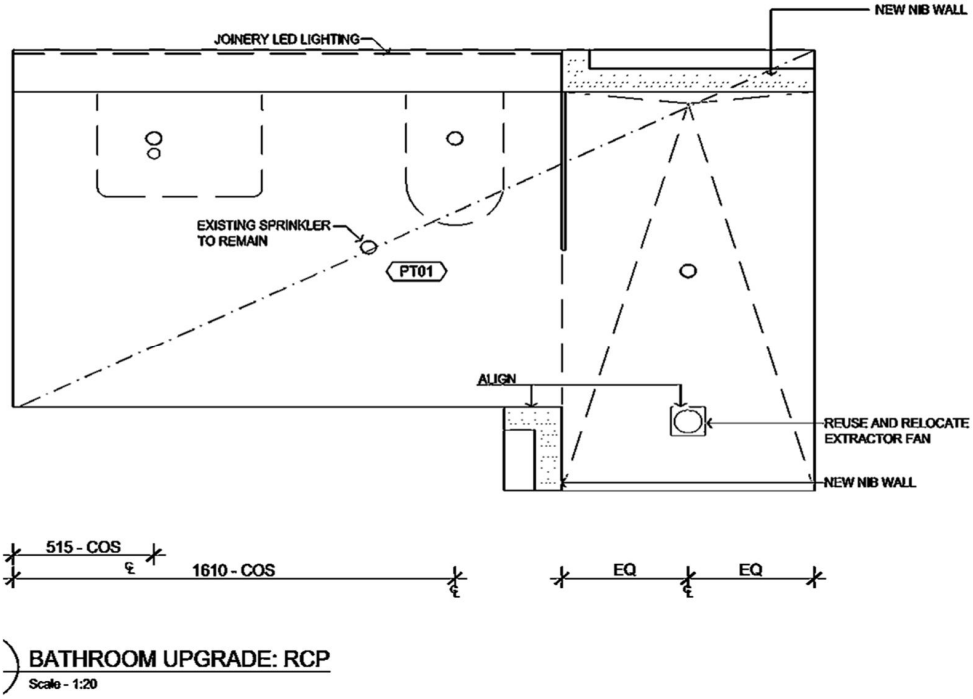
Drawing 2 – Plans





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SPECIAL BY-LAW 11

A by-law with respect to lot 2 grease trap and exhaust vent.

1 Lot 2 grease trap and exhaust vent

1.1 Common property rights

The owners ("**Authorised Owners**") of the lots shown in the column of the table in Annexure C headed "Lot(s)" have the exclusive use and/or special privilege in respect of the common property identified in the corresponding column in the table in Annexure C headed "Common Property Rights", subject to the conditions identified in the corresponding column in the table in Annexure C headed "Conditions" and the remaining provisions of this by-law.

1.2 Building Works

(a) The Authorised Owners must do any Building Works necessary to comply with their obligations, or exercise their rights hereunder.

(b) In respect of Building Works that the Authorised Owners are required or permitted to carry out under this by-law, the Authorised Owners must comply, and those Building Works must comply, with the Building Works Conditions.

1.3 Contribution towards electricity costs

(a) The Authorised Owner shall pay to the owners corporation the sum of $350.00 per annum as a contribution towards the estimated cost of the electricity supply and usage incurred by the owners corporation on account of the Exhaust Vent being connected to the common property supply of electricity.

(b) Payment of that sum is due on the 1st of July of each year as pre-payment of the electricity costs to be incurred in the July to June financial year to ensue.

2 Methods and procedures

2.1 Approvals

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

(a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;

(b) provide a copy of any such Approvals to the owners corporation;

(c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and

(d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consents

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction

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certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.3 Bond

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

(a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:

(i) as reasonably determined from time to time by the owners corporation; or

(ii) in the absence of such a determination, the amount of $500;

(b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;

(c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and

(d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.4 Acting through others

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

(a) will not by reason only of so doing be released from that obligation, or release that right; and

(b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

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

(b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of care, skill and compliance with law

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

(a) exercise due care and skill; and

(b) do so in accordance with any applicable law.

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2.7 Obligation to do work to remedy breach

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

(a) comply with the obligation breached;

(b) repair any damage caused to the property;

(c) clean any rubbish, dirt, debris, or staining caused to the property;

(d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and

(e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

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

2.8 Conditions attaching to remedial work

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

(a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;

(b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;

(c) ensure that such work is done:

(i) in accordance with any applicable law and any other applicable requirement hereof; and

(ii) in a proper and workmanlike manner and exercising due care and skill.

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

2.9 Power to carry out work and recover costs

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

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

(b) that owner or occupier fails to carry out that work;

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

2.10 Application of the Civil Liability Act 2002

(a) Owners and occupiers of lots acknowledge and agree that:

(i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and

(ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.

(b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

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(c)

2.11 Recovery of amounts

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

(a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and

(b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:

(i) any interest payable; and

(ii) the expenses of the owners corporation incurred in recovering those amounts.

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

3 Definitions and interpretation

3.1 Interpretation

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

(a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;

(b) the singular includes the plural and vice versa;

(c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;

(d) a reference to a document, includes any amendment, replacement or novation of it;

(e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;

(f) any reference to legislation includes any amending or replacing legislation;

(g) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;

(h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;

(i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;

(j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;

(k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and

(l) a term defined in the Management Act or Development Act will have the same meaning.

3.2 Functions of the owners corporation

(a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.

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(b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

(a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.

(b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

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

Approval means:

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

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

(c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;

(d) any order, direction or other requirement given or made by an Authority;

(e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and

(f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authority means:

(a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;

(b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;

(c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and

(d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

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

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

(a) the occupier of a lot, but only in relation to the lot occupied by that occupier;

(b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and

(c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

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owner means:

(a) the owner of a lot, but only in relation to the lot owned by that owner;

(b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and

(c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

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

strata plan means strata plan number 73236; and

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

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Annexure C Lot 2 grease trap and exhaust vent

Lot(s)	Common Property Rights	Conditions
Grease trap system		
2	Exclusive use of the entirety of the grease trap system servicing the Authorised Lot including all plant, equipment, cables, wires, pipes, ducts or conduits and the like required to service or operate that plant, equipment or those appliances ("**Grease Trap**") and the special privilege to keep the Grease Trap so as to service the Authorised Lot.	The Authorised Owners: (a) are responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Grease Trap; (b) must renew and replace any fixtures or fittings comprised in the Grease Trap; (c) must ensure that the Grease Trap is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; (d) must ensure that the Grease Trap is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property; (e) will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection herewith; and (f) must pay the owners corporation's reasonable costs in connection herewith (including legal costs, disbursements and strata management costs). If the Authorised Owners fail to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owners.
Exhaust ventilation system		
2	Exclusive use of the entirety of the exhaust ventilation system servicing the Authorised Lot including all plant, equipment, cables, wires, pipes, ducts or conduits and the like required to service or operate that plant, equipment or those appliances ("**Exhaust Vent**") and the special privilege to keep the Exhaust Vent so as to service the Authorised Lot.	The Authorised Owners: (a) are responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exhaust Vent; (b) must renew and replace any fixtures or fittings comprised in the Exhaust Vent; (c) must ensure that the Exhaust Vent is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; (d) must ensure that the Exhaust Vent is kept

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		clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property; (e) will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection herewith; and (f) must pay the owners corporation's reasonable costs in connection herewith (including legal costs, disbursements and strata management costs). If the Authorised Owners fail to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owners.
Except to the extent expressly provided otherwise herein, in respect of an area defined by this table: (a) the vertical boundaries of that area are the inner surface of any boundary wall or structure (or, to the extent there is no such structure, a vertical plane located on that boundary); and (b) the horizontal boundaries of that area are the upper surface of its floor, and the under surface of its ceiling (or, to the extent there is no such structure, a horizontal plane located on that boundary).		

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Annexure D Building Works Conditions

1 Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

(a) be carried out in accordance with and comply with any applicable law or Approval;

(b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;

(c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;

(d) be fit for their purpose;

(e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;

(f) be carried out with due diligence and expedition and within a reasonable time;

(g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;

(h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;

(i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;

(j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;

(k) not adversely affect the structure or support of the parcel;

(l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and

(m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Cleanliness, protection and rectification

You must:

(a) ensure the parcel is adequately protected from damage that may be caused by Building Works;

(b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and

(c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

1.3 Bond

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

1.4 Plans and specifications

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

1.5 Insurance

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

(a) any insurance required by law in connection with Building Works; and

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

1.6 Ownership of works

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

1.7 Definitions

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

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

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

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

(b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

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

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

your has a corresponding meaning to You.

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Schedule 2 Addition of Special By-Laws 12, 13

SPECIAL BY-LAW 12

A by-law with respect to lots 4 and 5 works .

1 Approval of work

1.1 Work

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

1.2 Exclusive use

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

1.3 Building Works

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

(a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and

(b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

(a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;

(b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;

(c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and

(d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

1.5 Access

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

(a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or

(b) in any other case, on reasonable request of the owners corporation.

1.6 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area.

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1.7 Default

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

1.8 Scope of Works

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

2 Methods and procedures

2.1 Approvals

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

(a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;

(b) provide a copy of any such Approvals to the owners corporation;

(c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and

(d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consent

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.3 Bond

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

(a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:

  (i) as reasonably determined from time to time by the owners corporation; or

  (ii) in the absence of such a determination, the amount of $500;

(b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;

(c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and

(d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

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2.4 Acting through others

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

(a) will not by reason only of so doing be released from that obligation, or release that right; and

(b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

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

(b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of care, skill and compliance with law

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

(a) exercise due care and skill; and

(b) do so in accordance with any applicable law.

2.7 Obligation to do work to remedy breach

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

(a) comply with the obligation breached;

(b) repair any damage caused to the property;

(c) clean any rubbish, dirt, debris, or staining caused to the property;

(d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and

(e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

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

2.8 Conditions attaching to remedial work

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

(a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;

(b) ensure that such work is done within a reasonable period of time, but not more than 30 days, from the breach requiring remediation having regard to the nature of the work required, except to the extent otherwise provided herein;

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(c) ensure that such work is done:

(i) in accordance with any applicable law and any other applicable requirement hereof; and

(ii) in a proper and workmanlike manner and exercising due care and skill.

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

2.9 Power to carry out work and recover costs

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

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

(b) that owner or occupier fails to carry out that work;

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

2.10 Application of the Civil Liability Act 2002

(a) Owners and occupiers of lots acknowledge and agree that:

(i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and

(ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.

(b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of amounts

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

(a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and

(b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:

(i) any interest payable; and

(ii) the expenses of the owners corporation incurred in recovering those amounts.

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

2.12 Alteration of building affecting lot boundary

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

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3 Definitions and interpretation

3.1 Interpretation

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

(a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;

(b) the singular includes the plural and vice versa;

(c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;

(d) a reference to a document, includes any amendment, replacement or novation of it;

(e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;

(f) any reference to legislation includes any amending or replacing legislation;

(g) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;

(h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;

(i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;

(j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;

(k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and

(l) a term defined in the Management Act or Development Act will have the same meaning.

3.2 Functions of the owners corporation

(a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.

(b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

(a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.

(b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

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

Approval means:

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

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

(c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;

(d) any order, direction or other requirement given or made by an Authority;

(e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and

(f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means lot 4 and 5 in the strata scheme bearing folio identifier 4/SP73236 and 5/SP73236;

Authorised Owner means**:**

(a) the owner of an Authorised Lot, but only in relation to the Authorised Lot owned by that Authorised Owner;

(b) where there is more than one owner of that Authorised Lot, means those owners jointly and severally, but only in relation to that Authorised Lot; and

(c) where there is more than one Authorised Lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such Authorised Lot severally;

Authority means:

(a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;

(b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;

(c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and

(d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure E;

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

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

(a) those parts of the common property which are occupied by the Permitted Works (once complete); and

(b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:

(i) only accessible from within that premises; or

(ii) enclosed within the effective physical boundaries of that premises;

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

Management Act means the Strata Schemes Management Act 2015;

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occupier means:

(a) the occupier of a lot, but only in relation to the lot occupied by that occupier;

(b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and

(c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

owner means:

(a) the owner of a lot, but only in relation to the lot owned by that owner;

(b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and

(c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

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

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

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

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

strata plan means strata plan number 73236; and

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

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Annexure E Building Works Conditions

1 Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

(a) be carried out in accordance with and comply with any applicable law or Approval;

(b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;

(c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;

(d) be fit for their purpose;

(e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;

(f) be carried out with due diligence and expedition and within a reasonable time;

(g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;

(h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;

(i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;

(j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;

(k) not adversely affect the structure or support of the parcel;

(l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and

(m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Connection to services

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

1.3 Cleanliness, protection and rectification

You must:

(a) ensure the parcel is adequately protected from damage that may be caused by Building Works;

(b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and

(c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

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1.4 Bond

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

1.5 Plans and specifications

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

1.6 Insurance

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

(a) any insurance required by law in connection with Building Works; and

(b) contractors all-risk insurance (including public liability insurance to a limit of not less than $10,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

1.7 Ownership of works

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

1.8 Definitions

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

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

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

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

(b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

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

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

your has a corresponding meaning to You.

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Annexure F Scope of Works

1 Scope of Works

1.1 Internal wall reconfiguration

The installation of new plasterboard lined timber stud frame walls, as illustrated in the annexed plans.

1.2 Toilet installation

Renovations of the existing toilet facilities and the installation of additional toilet facilities, as illustrated in the annexed plans, including:

(a) removal of all fixtures, fittings, cabinetry, toilet suites and vanities;

(b) installation of new fixtures, fittings, cabinetry, toilet suites and vanities;

(c) removal of floor and wall tiling;

(d) installation of new floor and wall tiling including waterproofing works; and

(e) plumbing and electrical works as necessary, including alterations of the existing mechanical ventilation system and the existing fire sprinklers to suit the new layout.

1.3 Kitchen

Relocation of the existing kitchenette, as illustrated in the annexed plans, including:

(a) removal of all fixtures, fittings, appliances and cabinetry;

(b) installation of new fixtures, fittings, appliances and cabinetry; and

(c) plumbing and electrical works as necessary.

1.4 Electrical

The installation of new lighting throughout the Authorised Lot.

1.5 Plans and drawings

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

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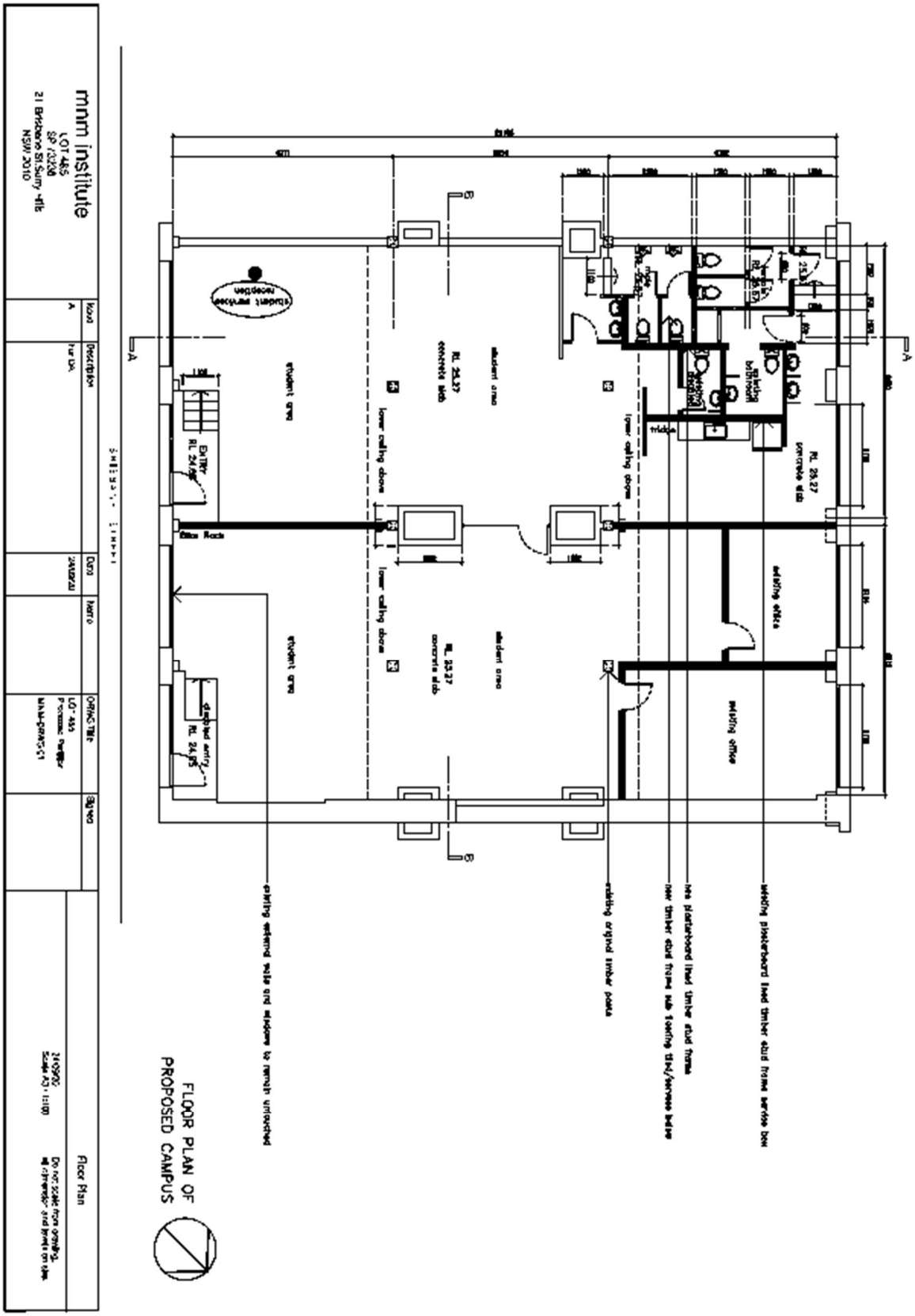

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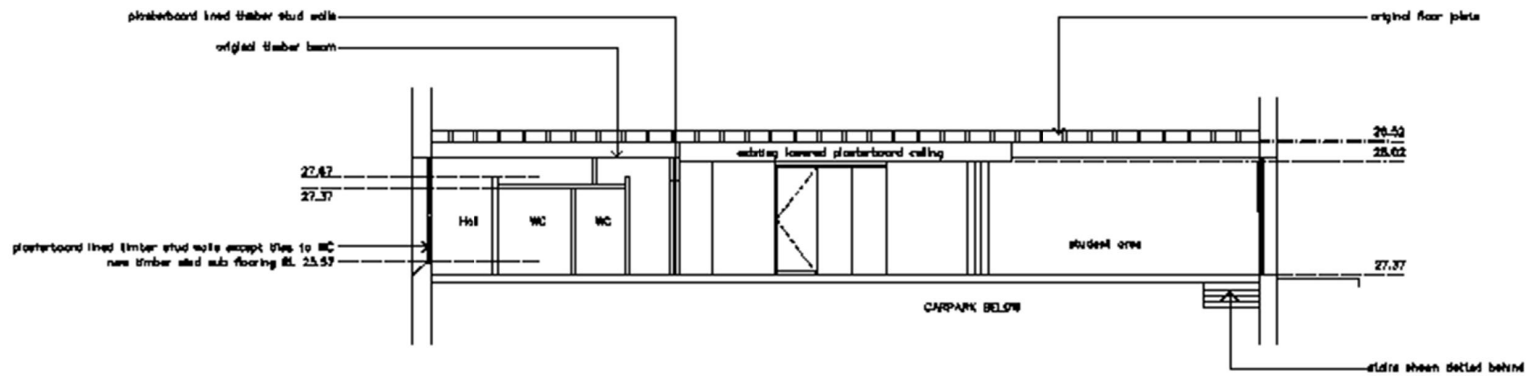
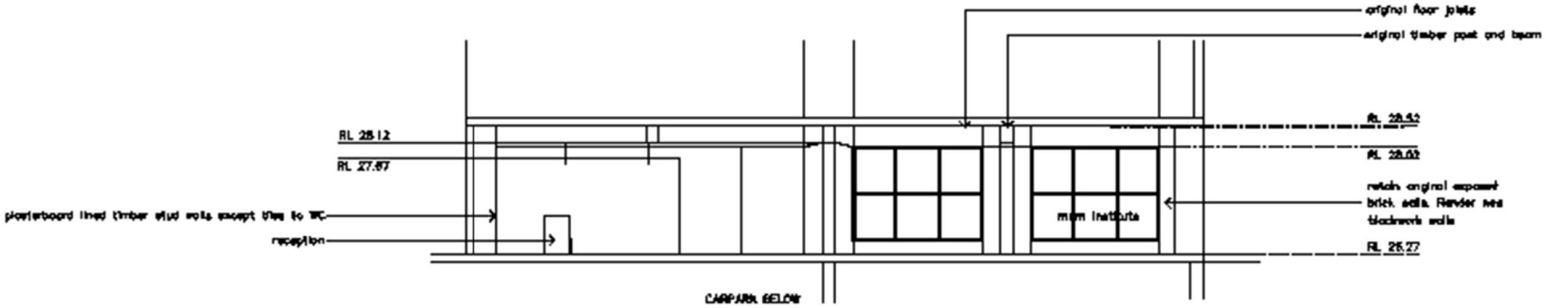


SECTION A–A



SECTION B–B

Section Plan

mnm institute LOT 485 SP 73238 21 Brisbane St,Surry Hills NSW 2010	Issue	Description	Date	Name	DRWG Title	Signed	Section Plan
	A	for DA	24/09/20		LOT 485 Processed Partition MNM-DRWG-02		24/09/20 Scale A3 - 1:100 Do not scale from drawing. all dimension and levels on site.

theo1265_syd210327_002.docx

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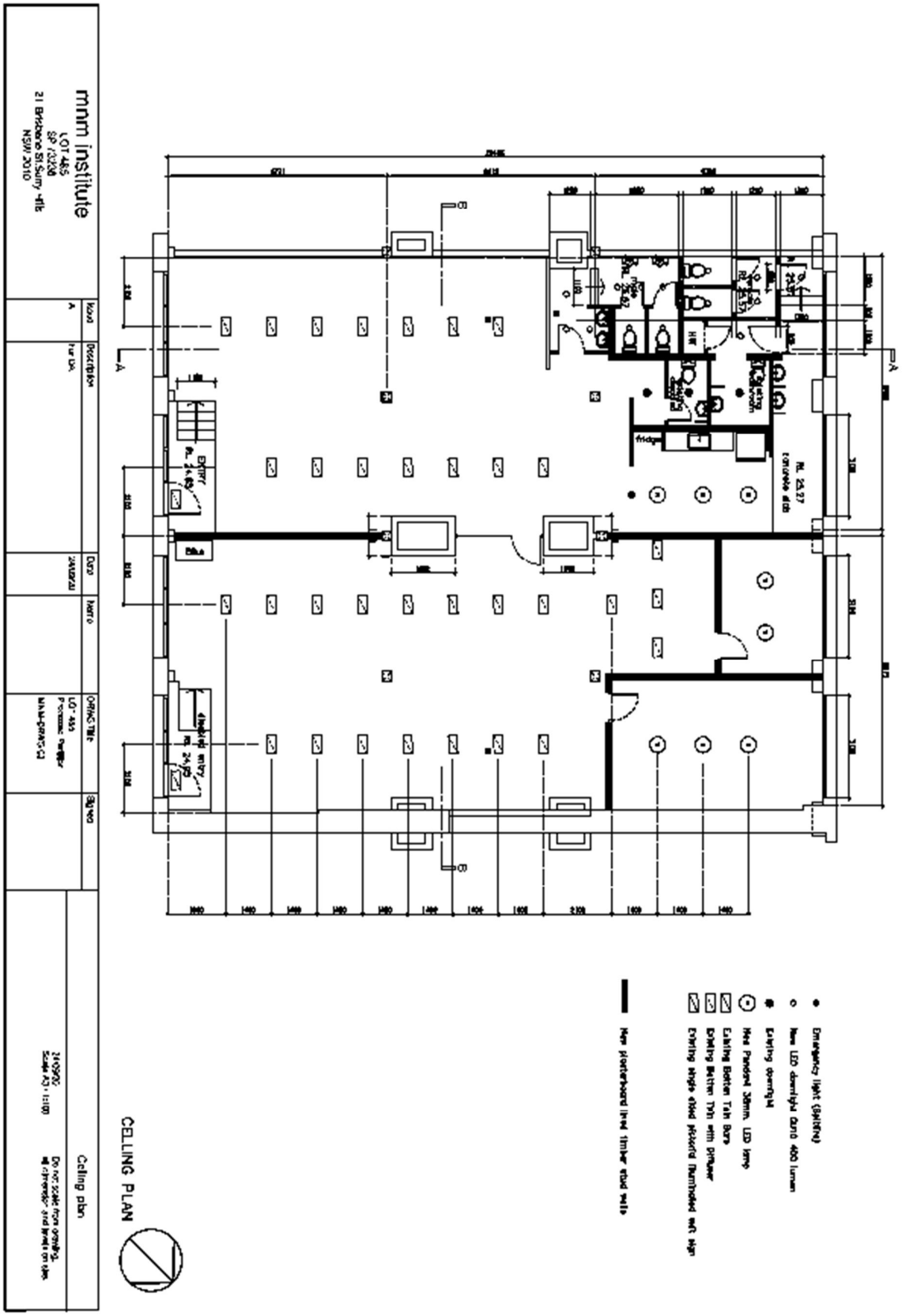

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SPECIAL BY-LAW 13

A by-law with respect to lot 18 works.

1 Approval of work

1.1 Work

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

1.2 Exclusive use

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

1.3 Building Works

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

(a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and

(b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

(a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;

(b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;

(c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and

(d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

1.5 Access

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

(a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or

(b) in any other case, to the extent otherwise required by law.

1.6 Indemnity

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

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1.7 Default

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

1.8 Scope of Works

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

2 Methods and procedures

2.1 Approvals

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

(a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;

(b) provide a copy of any such Approvals to the owners corporation;

(c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and

(d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consent

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

2.3 Bond

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

(a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:

  (i) as reasonably determined from time to time by the owners corporation; or

  (ii) in the absence of such a determination, the amount of $500;

(b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;

(c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and

(d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

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2.4 Acting through others

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

(a) will not by reason only of so doing be released from that obligation, or release that right; and

(b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

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

(b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of care, skill and compliance with law

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

(a) exercise due care and skill; and

(b) do so in accordance with any applicable law.

2.7 Obligation to do work to remedy breach

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

(a) comply with the obligation breached;

(b) repair any damage caused to the property;

(c) clean any rubbish, dirt, debris, or staining caused to the property;

(d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and

(e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

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

2.8 Conditions attaching to remedial work

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

(a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;

(b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;

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(c) ensure that such work is done:

(i) in accordance with any applicable law and any other applicable requirement hereof; and

(ii) in a proper and workmanlike manner and exercising due care and skill.

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

2.9 Power to carry out work and recover costs

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

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

(b) that owner or occupier fails to carry out that work;

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

2.10 Application of the Civil Liability Act 2002

(a) Owners and occupiers of lots acknowledge and agree that:

(i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and

(ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.

(b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of amounts

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

(a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and

(b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:

(i) any interest payable; and

(ii) the expenses of the owners corporation incurred in recovering those amounts.

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

2.12 Alteration of building affecting lot boundary

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

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3 Definitions and interpretation

3.1 Interpretation

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

(a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;

(b) the singular includes the plural and vice versa;

(c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;

(d) a reference to a document, includes any amendment, replacement or novation of it;

(e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;

(f) any reference to legislation includes any amending or replacing legislation;

(g) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;

(h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;

(i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;

(j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;

(k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and

(l) a term defined in the Management Act or Development Act will have the same meaning.

3.2 Functions of the owners corporation

(a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.

(b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

(a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.

(b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

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

Approval means:

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

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

(c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;

(d) any order, direction or other requirement given or made by an Authority;

(e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and

(f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means lot 18 in the strata scheme bearing folio identifier 18/SP73236;

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

Authority means:

(a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;

(b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;

(c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and

(d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure G;

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

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

(a) those parts of the common property which are occupied by the Permitted Works (once complete); and

(b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:

(i) only accessible from within that premises; or

(ii) enclosed within the effective physical boundaries of that premises;

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

Management Act means the Strata Schemes Management Act 2015;

occupier means:

(a) the occupier of a lot, but only in relation to the lot occupied by that occupier;

(b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and

(c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

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owner means:

(a) the owner of a lot, but only in relation to the lot owned by that owner;

(b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and

(c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

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

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

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

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

strata plan means strata plan number 73236; and

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

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Annexure G Building Works Conditions

1 Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

(a) be carried out in accordance with and comply with any applicable law or Approval;

(b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;

(c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;

(d) be fit for their purpose;

(e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;

(f) be carried out with due diligence and expedition and within a reasonable time;

(g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;

(h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;

(i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;

(j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;

(k) not adversely affect the structure or support of the parcel;

(l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and

(m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Connection to services

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

1.3 Cleanliness, protection and rectification

You must:

(a) ensure the parcel is adequately protected from damage that may be caused by Building Works;

(b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and

(c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

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1.4 Bond

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

1.5 Plans and specifications

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

1.6 Insurance

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

(a) any insurance required by law in connection with Building Works; and

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

1.7 Ownership of works

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

1.8 Definitions

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

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

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

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

(b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

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

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

your has a corresponding meaning to You.

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Annexure H Scope of Works

1 Scope of Works

1.1 Bathroom

Renovation of the bathroom of the Authorised Lot, including:

(a) removal of all fixtures, fittings, cabinetry, bathtub, shower, toilet suite and vanity;

(b) installation of new fixtures, fittings, cabinetry, shower, toilet suite and vanity;

(c) removal of floor and wall tiling;

(d) installation of new floor and wall tiling including waterproofing works;

(e) installation of a ceiling fan with ducting as necessary; and

(f) plumbing and electrical works as necessary.

1.2 Ensuite

Renovation of the ensuite of the Authorised Lot, including:

(a) removal of all fixtures, fittings, cabinetry, shower, toilet suite and vanity;

(b) installation of new fixtures, fittings, cabinetry, shower, toilet suite and vanity;

(c) removal of floor and wall tiling;

(d) installation of new floor and wall tiling including waterproofing works;

(e) installation of a ceiling fan with ducting as necessary; and

(f) plumbing and electrical works as necessary.

1.3 Kitchen

Renovation of the kitchen of the Authorised Lot including:

(a) removal of all fixtures, fittings, appliances and cabinetry;

(b) installation of new fixtures, fittings, appliances and cabinetry;

(c) removal of floor and wall tiling;

(d) installation of new floor and wall tiling including waterproofing works; and

(e) plumbing and electrical works as necessary.

1.4 Laundry

Renovation of the laundry of the Authorised Lot including:

(a) removal of all fixtures, fittings, cabinetry and basin;

(b) installation of new fixtures, fittings, cabinetry and basin;

(c) removal of floor and wall tiling;

(d) installation of new floor and wall tiling including waterproofing works; and

(e) plumbing and electrical works as necessary.

1.5 Timber flooring

Installation of new timber flooring in the Authorised Lot, including:

(a) removal of existing flooring throughout living, bedroom and kitchen areas;

(b) installation of acoustic underlay; and

(c) installation of floating timber floorboards.

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1.6 Removal of walls

Removal of the non-loadbearing walls to the following areas of the Authorised Lot, in accordance with the plans prepared by Taste Living:

(a) kitchen and dining areas on the lower level; and

(b) master bedroom and hallway on the upper level.

1.7 Plans and drawings

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

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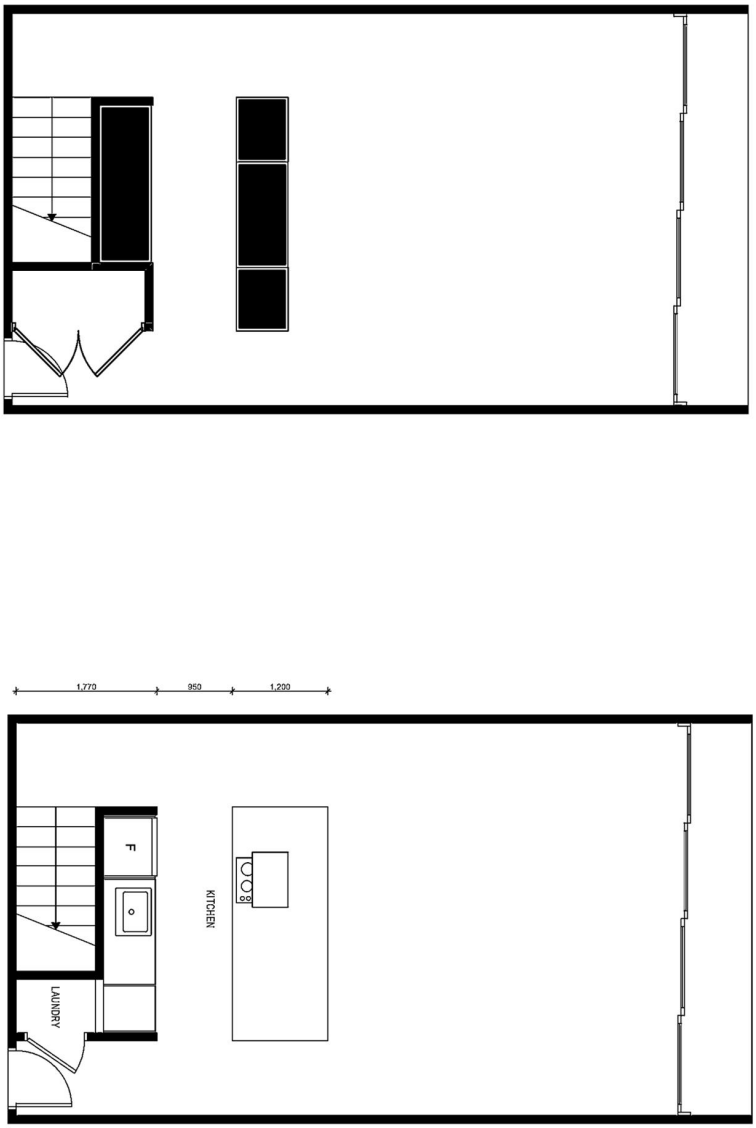
FIGURE 1



LOWER LEVEL PROPOSED PLAN

LOWER LEVEL DEMOLITION PLAN

PLEASE NOTE:
DO NOT SCALE OFF DRAWING.
DRAWINGS ARE FOR PLANNING ONLY & NOT TO BE USED AS CONSTRUCTION DRAWINGS.
ALL DIMENSIONS ARE APPROXIMATE ONLY.
ALL BUILDERS, JOINERS, ENGINEERS & CONTRACTORS ARE TO CONDUCT A SITE CHECK BEFORE COMMENCING ANY NEW BUILDING OR JOINERY WORKS & MUST ENSURE ALL TECHNICAL REQUIREMENTS ARE MET & ALL MATERIALS & FINISHES ARE TO THE ACCORDANCE OF THE SUPPLIERS DOCUMENTATION, AUSTRALIAN STANDARDS & BCA

TASTE LIVING
341 Penshurst Street,WILLOUGHBY, NSW 2068
ph: (02) 9717 7000
mob: 0411 818 403
email: markb@tasterenovations.com.au

Anjali & Prasad Vutukuri
B111/21 Brisbane St Surry Hills

TITLE:
LOWER LEVEL EXISTING AND PROPOSED PLANS

DATE: 5/11/2020
SCALE: @ A4 1:75
DWG ID: **1000**
REV:

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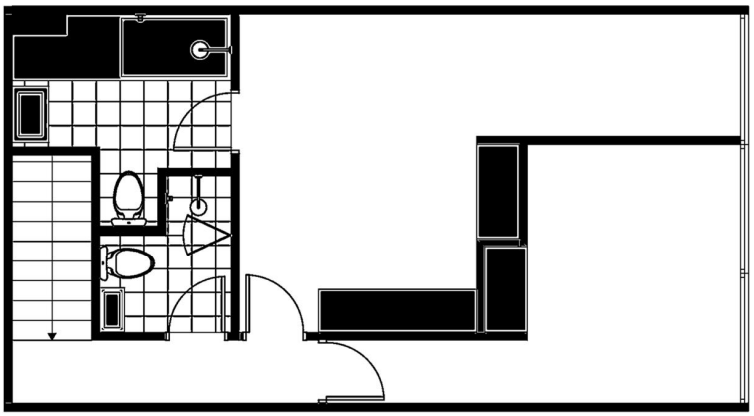
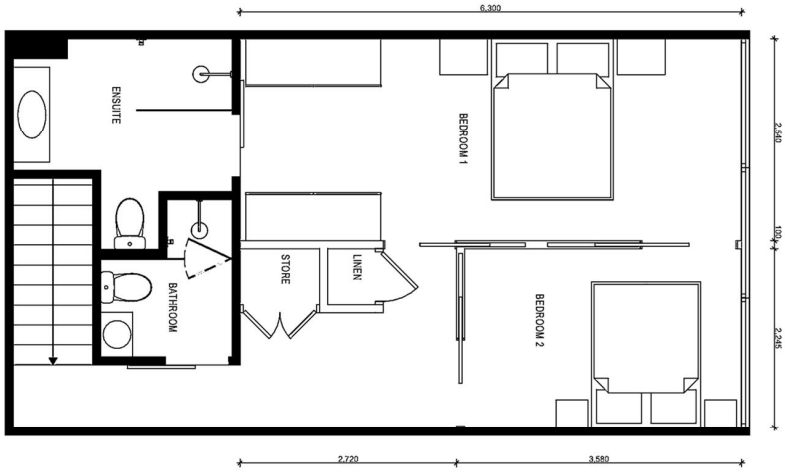
FIGURE 2



UPPER LEVEL DEMOLITION PLAN



UPPER LEVEL PROPOSED PLAN

PLEASE NOTE:
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TASTE LIVING
341 Penshurst Street,WILLOUGHBY, NSW 2068
ph: (02) 9717 7000
mob: 0411 818 403
email: markb@tasterenovations.com.au

Anjali & Prasad Vutukuri
B111/21 Brisbane St Surry Hills

TITLE:
UPPER LEVEL EXISTING AND PROPOSED PLANS

DATE: 5/11/2020
SCALE: @ A4 1:75
DWG ID: **1001**
REV:

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Execution

THE COMMON SEAL of **The Owners—Strata Plan No 73236** was hereunto affixed on the date shown in the presence of the following, being the person(s) authorised under section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature of Authorised Person	Greg Freeman Authorised Signatory of BCS STRATA MANAGEMENT PTY LTD Licence # 1071394
Full name of Authorised Person Gregory John Freeman	3rd September 2021
Capacity of Authorised Person Authorised signatory - Managing Agent	
Address of signatory C/ BCS Locked Bag 22 Haymarket NSW	

Common Seal

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

Date of affixing of the Seal

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Approved Form 23

73236

Attestation

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

3rd September 2021

Signature: ..... Name: Greg Freeman Authority: .....

Authorised Signatory of
BCS STRATA MANAGEMENT PTY LTD
Licence # 1071394

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

City of Sydney
Town Hall House
456 Kent Street
Sydney NSW 2000

Telephone +61 2 9265 9333
Fax +61 2 9265 9222
council@cityofsydney.nsw.gov.au

GPO Box 1591 Sydney NSW 2001
cityofsydney.nsw.gov.au

CONVEYANCING SOLUTIONS
506/3 Waverley St
BONDI JUNCTION NSW 2022

PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Applicant:	CONVEYANCING SOLUTIONS
Your reference:	16709DK
Address of property:	148 Goulburn Street , SURRY HILLS NSW 2010
Owner:	THE OWNERS - STRATA PLAN NO 73236
Description of land:	Lot 10 DP 1064416, Lots 1-82 SP 73236
Certificate No.:	2021338736
Certificate Date:	4/11/21
Receipt No:	0185483
Fee:	$53.00
Paid:	4/11/21

Title information and the description of land are provided from data supplied by the Valuer General and shown where available.

Issuing Officer
per **Monica Barone**
Chief Executive Officer

CERTIFICATE ENQUIRIES:
Ph: 9265 9333
Fax: 9265 9415

Sydney2030/Green/Global/Connected

PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 - ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, CLAUSES (1) - (2).

DEVELOPMENT CONTROLS

The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.

ZONING

Zone B4 Mixed Use (Sydney Local Environmental Plan 2012)

1 Objectives of zone
• To provide a mixture of compatible land uses.
• To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
• To ensure uses support the viability of centres.

2 Permitted without consent
Home occupations

3 Permitted with consent
Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited
Extractive industries; Heavy industrial storage establishments; Heavy industries

PROPOSED ZONING

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012 NSW Legislation Website.

Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)

This Planning Proposal progresses key aims and objectives of the City of Sydney's Draft Central Sydney Planning Strategy. This is to be achieved by a range of amendments to Sydney Local Environmental Plan 2012 (the LEP).

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Open and Creative Planning Reforms

This planning proposal seeks a number of changes to the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), and other relevant LEPs which aim to strengthen the city's cultural and night life and create a more diverse evening economy.

The planning proposal seeks to amend the following instruments: • Sydney Local Environmental Plan (LEP) 2012 • Sydney LEP 2005 • Sydney LEP (Green Square Town Centre) 2013 • Sydney LEP (Green Square Town Centre Stage 2) 2013 • Sydney LEP (Glebe Affordable Housing Project) 2011 • Sydney LEP (Harold Park) 2011 • South Sydney LEP 1998 • South Sydney LEP No. 114 (Southern Industrial and Rosebery/Zetland Planning Districts).

HERITAGE

Item of Environmental Heritage
(Sydney Local Environmental Plan 2012)
This property has been listed as an Item of Environmental Heritage

State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)
This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application from or by downloading the application form from www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

State Environmental Planning Policy No. 19 – Bushland in Urban Areas
This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development
This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

State Environmental Planning Policy No. 55 – Remediation of Land
This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

State Environmental Planning Policy No. 64 – Advertising and Signage
This policy aims to ensure that signage (including advertising):
Is compatible with the desired amenity and visual character of an area, and
Provides effective communications in suitable locations, and
Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2003 and State Environmental Planning Policy No. 60 where these apply.

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development
This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

State Environmental Planning Policy No.70 – Affordable Housing (Revised Schemes) (Gazetted 31.05.02)
The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
Aims to ensure consistency in the implementation of the BASIX scheme throughout the State. This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

State Environmental Planning Policy (State Significant Precincts) 2005
This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.
NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

State Environmental Planning Policy (Infrastructure) 2007
This Policy aims to facilitate the effective delivery of infrastructure across the state.
NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying

development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Affordable Rental Housing) 2009
Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

State Environmental Planning Policy (Urban Renewal) 2010
The aims of this Policy are as follows:
(a) to establish the process for assessing and identifying sites as urban renewal precincts,
(b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
(c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

State Environmental Planning Policy (State and Regional Development) 2011
The aims of this Policy are as follows:
(a) to identify development that is State significant development,
(b) to identify development that is State significant infrastructure and critical State significant infrastructure,
(c) to confer functions on joint regional planning panels to determine development applications.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
The aims of this Policy are:
(a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
(b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

State Environmental Planning Policy (Coastal Management) 2018
The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the Coastal Management Act 2016, including the management objectives for each coastal management area, by:
(a) managing development in the coastal zone and protecting the environmental assets of the coast, and
(b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
(c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the Coastal Management Act 2016.

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment:
to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 - E. P. & A. REGULATION, 2000. CLAUSES (2A) - (10)

(2A) Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

This SEPP does not apply to the land.

(3) Complying Development
(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4),1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

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

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code & Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**

▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.	NO
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977* or that is subject to an interim heritage order under the *Heritage Act 1977*.	NO
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	**YES**
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the *Wilderness Act 1987*.	**NO**
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	**NO**
▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	**NO**
▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	**NO**
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	**NO**
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	**NO**
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	**NO**
▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	**NO**
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code)	**NO**
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	**NO**
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	**NO**
▪ Clause 1.19(2) & 1.19(3)c Has been identified as land described or otherwise identified on a map specified in Schedule 5, and ceases to have effect on 31 December 2022. (Applies to the Housing Code & Low Rise Housing Diversity Code)	**NO**

Housing Internal Alterations Code
Complying development under the Housing Alterations Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Commercial and Industrial Alterations Code
Complying development under the Commercial and Industrial Alterations Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Subdivisions Code
Complying development under the Subdivisions Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3)applies

Rural Housing Code
The Rural Housing Code does not apply to this Local Government Area.

General Development Code
Complying development under the General Development Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Demolition Code
Complying development under the Demolition Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

(4B) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner (or any previous owner) of the land 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).

Note. “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

(5) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 1961.

(6) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(6) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

(7) Council and other public authorities policies on hazard risk restrictions:

(a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and

(b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(7A) Flood related development controls information.

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls

Property is within the flood planning area	**YES**

Property is outside the flood planning area	**NO**
Property is within a buffer zone	**NO**

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls

Property is between the flood planning area and probable maximum flood.	**YES**
Property is outside the flood planning area and probable maximum flood	**NO**
Property is within a buffer zone	**NO**

(3) In this clause—
flood planning area has the same meaning as in the Floodplain Development Manual.
Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
probable maximum flood has the same meaning as in the Floodplain Development Manual.

(8) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(9) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2013 – in operation 9th July 2013	**YES**
▪ City of Sydney Development Contributions Plan 2015 – in operation 1st July 2016	**NO**
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16th May 2007 ▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16th May 2007	**NO**

Note: An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1st July 2021

(9A) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(10) Biodiversity Conservation Act 2016

Not Applicable.

(10A) Native vegetation clearing set asides

Not Applicable.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Property vegetation plans

Not Applicable

(13) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which as been 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

Not Applicable.

(15) Site compatibility certificates and conditions for seniors housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

(16) Site compatibility certificates for infrastructure, schools or TAFE establishments

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

(17) Site compatibility certificates and conditions for affordable rental housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(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

Not Applicable.

(19) Site verification certificates

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

(20) Loose-fill asbestos insulation

Not Applicable

(21) Affected building notices and building product rectification orders

(1)The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(b) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(3) 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.

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** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.

(b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:
Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.
Planning certificate section 10.7 (2), local planning controls are available are available online at www.cityofsydney.nsw.gov.au

General Enquiries:
Telephone: 02 9265 9333

Town Hall House
Level 2
Town Hall House
456 Kent Street
Sydney

8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:
Chief Executive Officer
City of Sydney
G.P.O. Box 1591
Sydney NSW 2000

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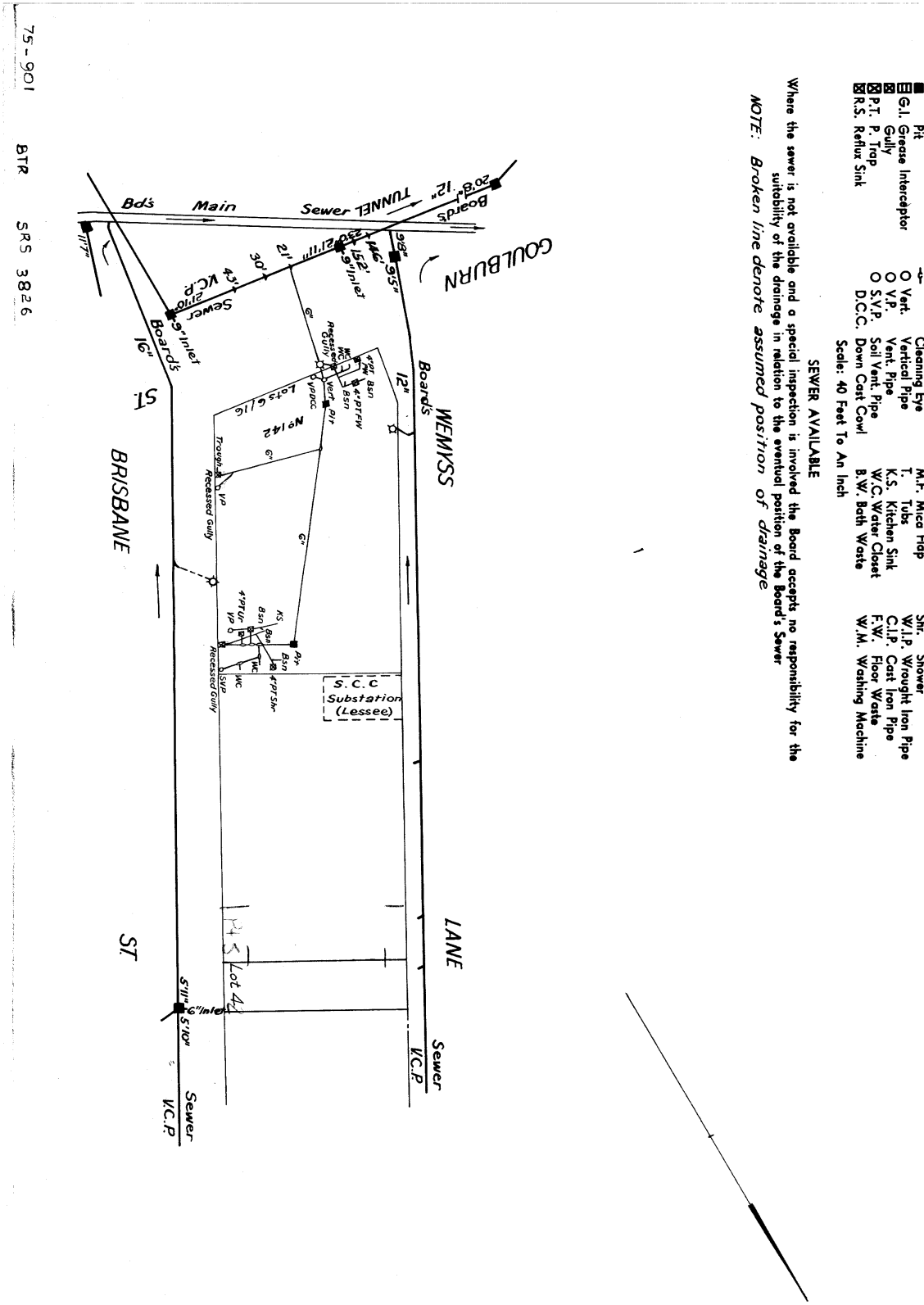
Sewer Service Diagram

Application Number: 8001204043



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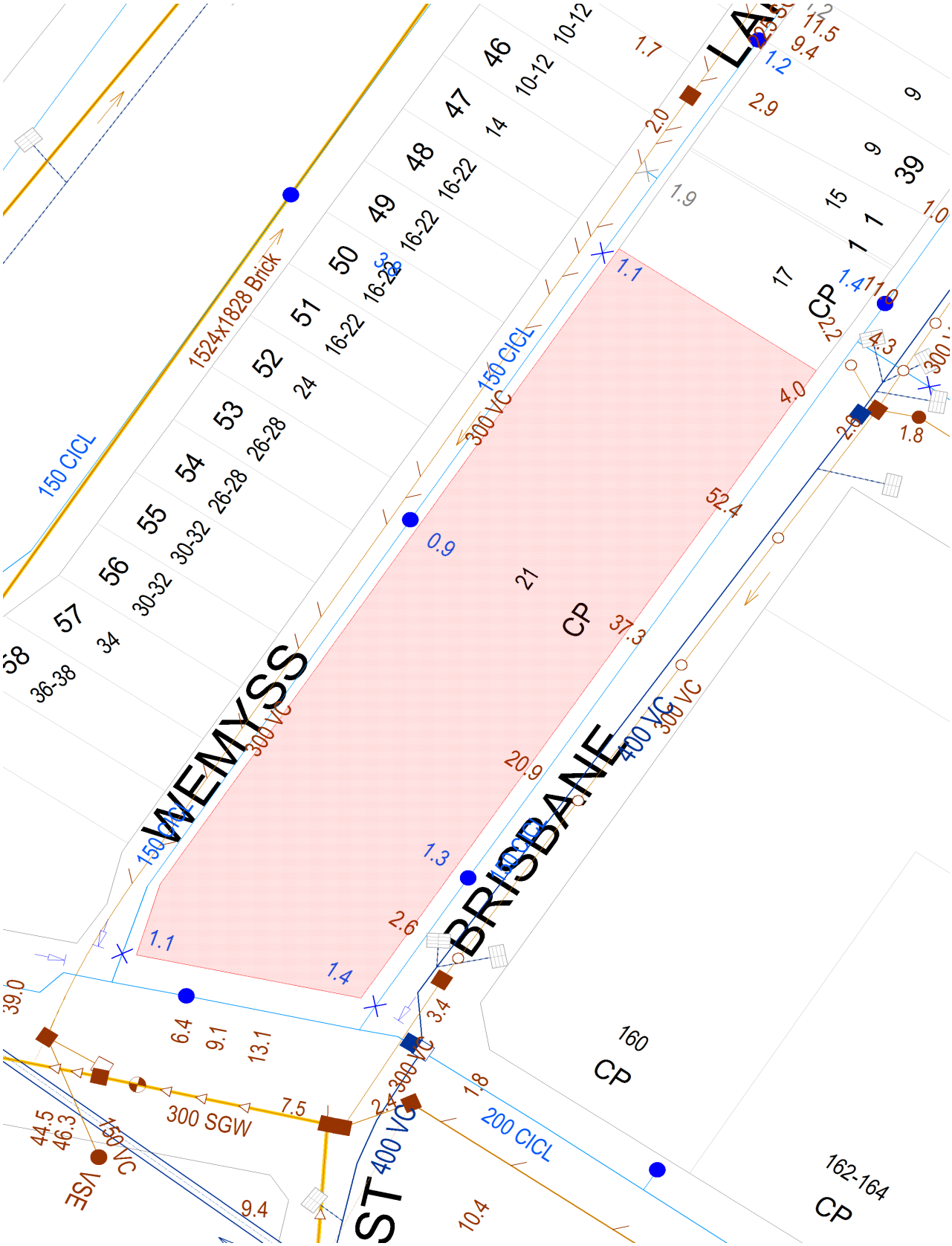
Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Service Location Print

Application Number: 8001204044



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Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshalft EDUCT — VSE
- Ventshaft INDUCT — VSI
- Property Connection Point (with chainage to downstream MH) — 10.8
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

- Pressure Sewer Main
- Pump Unit (Alarm, Electrical Cable, Pump Unit) — A
- Property Valve Boundary Assembly
- Stop Valve
- Reducer / Taper
- Flushing Point — FP

Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details

- Boundary Line
- Easement Line
- House Number
- Lot Number
- Proposed Land
- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale with By-pass
- Stop Valve with Tapers
- Closed Stop Valve
- Air Valve
- Valve
- Scour
- Reducer / Taper
- Vertical Bends
- Reservoir
- Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main
- Symbols for Private Mains shown grey

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	**AC**	Asbestos Cement
BRICK	Brick	**CI**	Cast Iron
CICL	Cast Iron Cement Lined	**CONC**	Concrete
COPPER	Copper	**DI**	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	**DIPL**	Ductile Iron Polymeric Lined
EW	Earthenware	**FIBG**	Fibreglass
FL BAR	Forged Locking Bar	**GI**	Galvanised Iron
GRP	Glass Reinforced Plastics	**HDPE**	High Density Polyethylene
MS	Mild Steel	**MSCL**	Mild Steel Cement Lined
PE	Polyethylene	**PC**	Polymer Concrete
PP	Polypropylene	**PVC**	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	**PVC - O**	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	**RC**	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	**S**	Steel
SCL	Steel Cement (mortar) Lined	**SCL IBL**	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	**SPL**	Steel Polymeric Lined
SS	Stainless Steel	**STONE**	Stone
VC	Vitrified Clay	**WI**	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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