

Contract for the Sale and Purchase of Land 2019 Edition

TERM	MEANING OF TERM	eCOS ID:	NSW Duty:
Vendor's Agent	Upstate Chris Aldren Suite 15, Level 1, 888 Pittwater Road DEE WHY NSW 2099	PO Box 1785 DEE WHY NSW 2099	Phone (02) 9971 9000 Fax (02) 9982 6446 Mobile 0403 567 142 Email chris.a@upstate.com.au
Co-Agent Vendor	Robert John Marriott and Belinda Jane Marriott 1 Matthews Way WEST PENNANT HILLS NSW 2125		
Vendor's Conveyancer	Aldren Conveyancing Services – Sara Aldren PO Box 468 DEE WHY NSW 2099	11 High Street DEE WHY NSW 2099	Phone (02) 9984 8840 Fax (02) 9984 8850 Email sara@aldrenconveyancing.com.au
Date for Completion	42 nd day after the Contract Date (Clause 15)		
Land Address	26/4-16 Kingsway, Dee Why NSW 2099		
Plan Details	Lot 26 in Strata Plan 83379		
Title Reference	26/SP83379		
Improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
Attached Copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered <input type="checkbox"/> other documents		

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

Inclusions	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove	<input type="checkbox"/> curtains
	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> ceiling fans
	<input type="checkbox"/> clothes line	<input type="checkbox"/> pool equipment	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna	<input type="checkbox"/> garden shed
	<input checked="" type="checkbox"/> other: linen cupboard and cupboard on wall in living room				

Exclusions

Purchaser

Purchaser's
Representative

Phone

Fax

Email

Price \$ _____
 Deposit \$ _____
 Balance \$ _____

(10% of the price, unless otherwise stated)

Contract Date

Buyer's Agent

Vendor

Witness

GST AMOUNT (Optional)

The price includes

GST of: \$

Purchaser

☐

JOINT TENANTS

☐

tenants in common

☐

in unequal shares

Witness

Choices

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

☒ NO ☐ yes

proposed electronic transaction (clause 30)

☐ NO ☒ yes

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

☐ 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 RW 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

RW 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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of RW payment: \$

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

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

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

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

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

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

List of Documents

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

Bright and Duggan, Dee Why
 PO Box 281
 CROWS NEST NSW 1585

Phone: (02) 9902 7100

Fax: (02) 9439 6443

Email: customercare@bright-duggan.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

26 Crown purchase money

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

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

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

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

27 Consent to transfer

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

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

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

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

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

27.6 If consent is not given or refused –

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

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

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

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

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

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

28 Unregistered plan

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

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

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

28.3.1 the purchaser can *rescind*; and

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

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

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

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

29 Conditional contract

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

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

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

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

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

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

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

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Special Conditions

These are the Special Conditions to the Contract for the Sale and Purchase of Land for 26/4-16 Kingsway, Dee Why NSW 2099.

32. Definitions and Interpretation

32.1. Definitions

In this Contract:

- (a) "*Take Prohibited Action*" means make a requisition, an objection, a claim or delay completion or rescind or terminate or attempt to do any of these things;
- (b) "*Tax Act*" means the Income Tax Assessment Act 1936, the Income Tax Assessment Act 1997 and the Taxation Administration Act 1953, as applicable; and
- (c) Headings are for ease of reference only and do not affect interpretation.

32.2. Interpretation

Unless the context indicates a contrary intention:

- (a) "Person" or "party" includes an individual, the estate of an individual, a corporation, an authority, an association or an incorporated or unincorporated joint venture, a partnership and a trust;
- (b) A reference to a statute includes its regulations and a reference to a provision of a statute or regulations includes their consolidations, amendments, re-enactments and replacements;
- (c) A word importing the singular includes the plural and vice versa and a word indicating a gender includes every other gender;
- (d) A reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, scheduled, exhibit, attachment or annexure to or of this Contract, and a reference to this Contract includes all schedules, exhibits, attachments and annexures to it;
- (e) These Special Conditions shall apply if there is any inconsistency between these conditions and the printed Standard Conditions (Pages 2 to 20 inclusive) or any annexure thereto;
- (f) If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (g) "Includes" in any form is not a word of limitation; and
- (h) A reference to "\$" or "dollar" is to Australian currency.

33. Variations to the Standard Conditions (pages 4 to 19)

33.1. Variations

The following Standard Conditions (prepared by The Law Society of New South Wales and The Real Estate Institute of New South Wales) in the printed form (pages 4 to 19) of the Contract shall be amended as follows:

- (a) Standard Condition 1 – Add the words "or a general question about the property or title" after the word "claim" in the definition "requisition";
- (b) Standard Condition 1 – Add the words "from any competent authority or adjoining owner" after the word "road" in the definition "work order";
- (c) Standard Condition 2.9 – Delete the words "if each party tells the deposit holder that the deposit is to be invested" and replace with "each party is to provide the deposit holder with their tax file number at the time the deposit is being invested";
- (d) Standard Condition 4.1 – Delete the word "Normally";
- (e) Standard Condition 7.1.1 – Deletion of "5%" and insertion of "1%" in its place;
- (f) Standard Condition 7.2.1 – Deletion of "10%" and insertion of "1%" in its place;
- (g) Standard Condition 8.1 – Deletion of the words "on reasonable grounds";
- (h) Standard Condition 9.1 – Replace with "keep or recover the deposit (including, despite any other provision in this Contract, all interest earned on it)";
- (i) Standard Condition 10.1 – Replace the first line with "The purchaser cannot *Take Prohibited Action* in respect of";
- (j) Standard Condition 10.1.10 to be added as follows: "any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise.";
- (k) Standard Condition 10.1.8 – Replace the word "substance" with "existence";
- (l) Standard Condition 10.1.9 – Replace the word "substance" with "existence";
- (m) Standard Condition 14.4.2 – Replaced in its entirety with the following:

The amount to be adjusted shall be determined by multiplying the taxable value of the property (for land tax purposes for the land tax year current at the date of completion) by 1.6% or such other rate as applies at the date of completion (provided the amount to be adjusted does not exceed the amount of land tax that is actually paid or payable for the year);
- (n) Standard Condition 14.8 – Add the words "by any competent authority" after the word "started";
- (o) Standard Condition 15 – Add the words "5:00pm on" after the word "by";
- (p) Standard Condition 16.5 – Deletion of the words "plus another 20% of that fee";
- (q) Standard Condition 16.7 – Deletion of the words "cash (up to \$2,000.00) or";
- (r) Standard Condition 23.14 – Deletion in its entirety; and
- (s) Standard Condition 24.3 – Deletion in its entirety.

34. Alterations and Additions to the Contract

34.1 Authorisation for Alterations and Additions to the Contract

Each party hereto authorises its Conveyancer/Solicitor (or any employee of that Conveyancer/Solicitor) to make alterations to this Contract, including the addition of annexures after execution by that party and before the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure added shall form part of this Contract as if the same had been annexed at the time of execution.

34.2. Electronic and Digital Signing

The parties acknowledge and agree that:

- (a) The Contract may be electronically or digitally signed;
- (b) The delivery of a counterpart of the Contract bearing an electronic signature rather than a 'wet' signature shall be deemed to bind the party whose signature is so represented;
- (c) For the avoidance of doubt, witnessing of a party's signature is preferred by not required;
- (d) They will be bound by the Contract which has been electronically/digital signed; and
- (e) The original signed Contract is to be made available to the Other Side within 14 days from the date of the Contract where an electronic or digital signature is represented.

35. Entire Agreement and Warranties

35.1. Entire Agreement

To the extent permitted by law, in relation to its subject matter, this Contract represents the entire agreement between the parties and supersedes any prior discussion or written or other agreement of the parties.

35.2. No Warranty by Vendor

Without limiting Special Condition 35.1, the Vendor does not warrant or represent that any information or statements contained or referred to in any brochure, advertisement or other document made available by or on behalf of the Vendor in connection with this sale or this Contract is accurate or complete and any warranties by or on behalf of the Vendor, express or implied are hereby negated.

35.3. Warranty by Purchaser

The Purchaser represents and warrants that in entering this Contract they:

- (a) Have not relied on any brochure, advertisement or other document referred to in Special Condition 35.2
- (b) Have not been induced to enter into this Contract by any express or implied statement, warranty or representation, whether oral, written or otherwise made by or on behalf of the Vendor in respect of the property or anything relation to, or which could have an effect upon the property;
- (c) Have relied entirely on their own enquiries, searches and inspections of the property;
- (d) Are satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the purchase of the property; and
- (e) Are satisfied as to the need for and the existence or validity of any development or other approval for the property;
- (f) Accept the property in its present condition with its existing defect latent and patent; and
- (g) Are not permitted to *Take Prohibited Action* regarding any of the foregoing.

36. No Representation

36.1. Purchaser's Acknowledgement

The Purchaser acknowledges that no warranty or representation has been made to them or anyone on the Purchaser's behalf as to the suitability of any improvements for any use or purpose of the suitability of the property for any development

37. Attachment of Documents

37.1. Attachment as Agent

The Purchaser acknowledges that if before this Contract was signed by or on behalf of the Purchaser, documents or copies of documents were attached to this Contract at the request of the Vendor or the Vendor's Conveyancer by or on behalf of the Purchaser or the Purchaser's Conveyancing/Solicitor, the person attaching those documents or copies of documents did so as the Agent of the Vendor.

37.2. No Warranty

Without excluding, modifying or restricting the rights of the Purchaser under Section 52A(2)(b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2010, the Vendor does not warrant that the documents or copies of documents attached to this Contract are complete or accurate.

37.3. Intentionally Deleted

37.4 Occupation Certificate

A copy of the Final Occupation Certificate (5004001) in respect to the property is annexed hereto. The Purchaser shall not *Take Prohibited Action* in relation to anything disclosed in the certificate and/or supporting documents.

38. Service of Documents

38.1. Service of Documents

Notwithstanding the provisions contained in Standard Condition 20.6.5 hereof a document under or relating to this Contract shall be sufficiently served for the purpose of this Contract if the document is sent by facsimile transmission or email transmission and in any such case shall be deemed to be duly given or made when the transmission has been completed, except where:

- (a) The time of dispatch is not before 5:00pm (Australian Eastern Standard Time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next day in that place; and
- (b) The Sender's machine indicates a malfunction in transmission or the Recipient immediately notifies the Sender of an incomplete transmission in which case the facsimile transmission or email transmission shall be deemed not to have been given or made.

39. Conditions of Sale by Auction

39.1. Sold by Auction

If the property is or is intended to be sold by auction Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the Property, Stock and Business Agents Regulation 2003 and Section 68 of the Property, Stock and Business Agents Act 2002.

39.2. Conditions

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

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

39.3. Bids

The following conditions, in addition to those prescribed by Special Condition 39.1. are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

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

40. Property Sold in its Present Condition

40.1. Condition and State of Repair

Without excluding, modifying or restricting the Purchaser's rights under Section 52A(2)(b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2010:

- (a) The property is sold in its condition and state of repair (including structural repair) at the date of the Contract and the Purchaser accepts it with all faults and latent and patent defects, and all infestations and dilapidations; and
- (b) The Purchaser cannot *Take Prohibited Action* because:
 - (i) Of the condition or state of repair of the property or the common property;
 - (ii) Any water or sewerage main or any underground or surface stormwater pipe or drain passes through or, over or under the property or the common property;
 - (iii) Any sewer, manhole or vent is on the property or the common property;
 - (iv) The downpipes on the property are connected with the sewer or the common property; or
 - (v) The property may or may not comply with the Swimming Pools Act or any other applicable legislation in respect of any swimming pool and or spa forming part of the property.

40.2. Purchaser's Consent

The Purchaser acknowledges and warrants that it has satisfied itself as to the terms of all building and development consents, if any, relating to the property and the use to which the property may be put with or without those consents.

41. Vendor's Agent

41.1. Purchaser's Warranty

The Purchaser warrants to the Vendor that they were not introduced to the Vendor or property by any Real Estate Agent (or any employee of any Real Estate Agent or any person having any connection with a Real Estate Agent who may be entitled to claim commission) other than the Vendor's Agent named on the Front Page of the Contract, nor was any other Agent the effective cause of the sale herein provided for.

41.2. Purchaser's Indemnity

In the event that the Purchaser is in breach of such warranty, the Purchaser agrees to indemnify and keep indemnified the Vendor from and against any claim whatsoever for commission, which may be made by any Real Estate Agent or other person arising out of or in connection with the Purchaser's breach of this warranty and it is hereby agreed and declared that this Special Condition shall not merge in the transfer upon completion or be extinguished by completion of this Contract and shall continue in full force, and effect, notwithstanding completion.

41.3. Disclosure of Marital Relationship

Pursuant to Section 47 of the Property Stock and Business Agents Act and Schedule 3 of the Conveyancers Licensing Regulation 2006, the parties to the transaction are fully aware of and acknowledge the marital relationship between the Vendor's Agent and the Vendor's Conveyancer named on the Front Page of the Contract and the Purchaser is not permitted to *Take Prohibited Action* in respect thereto.

42. Foreign Person or Corporation

42.1. Purchaser's Warranty

The Purchaser warrants to the Vendor that if it is a "Foreign Person" or "Foreign Corporation" as defined in the Foreign Acquisition and Takeover Act 1975 that they have obtained consent from the Foreign Investment Review Board in accordance with the provisions of the Foreign Acquisition and Takeover Act 1975 to its Purchaser of the property. Upon demand, the Purchaser will produce to the Vendor such evidence as is required by the Vendor in satisfaction of this authority.

42.2. Purchaser's Indemnity

The Purchaser hereby indemnifies the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

43. Death, Bankruptcy or Incapacity

43.1. Death, Bankruptcy or Incapacity

Notwithstanding any rule of law or equity to the contrary, should either party (or, if more than one, any of them) prior to completion die, become mentally ill (as defined in the Mental Health Act), become insolvent or appoint or suffer the appointment of a Trustee in Bankruptcy, Receiver, Receiver/Manager, voluntary Administrator or Liquidator, then the Vendor may rescind this Contract by notice in writing forwarded to the other party and there upon this Contract shall be at an end and the provisions of Standard Condition 19 hereof shall apply.

44. Deposit

44.1. Investment of the Deposit

The deposit payable on exchange of Contracts shall be paid to the Vendor's Agent (the "*Stakeholder*") who shall invest such monies (at their own discretion) in a Bank or Permanent Building Society Account in the names of the *Stakeholder* on trust for the Vendor and Purchaser with interest accruing on the investment.

44.2. Interest

Despite Standard Condition 2.9, all interest payable on the deposit will be payable as follows:

- (a) If the deposit paid is 10% or greater, interest earned will be paid in accordance with Standard Condition 2.9;
- (b) If the deposit paid as agreed by the Vendor is less than 10%, the Purchaser agrees that all interest earned on the investment of the deposit will be payable to the Vendor. Accordingly, Standard Condition 2.9 is to be amended by deleting the words "parties equally" on the second last line and replacing with "Vendor";
- (c) If this Contract is duly terminated or rescinded, then the defaulting party shall forfeit its share of interest accrued; or
- (d) If this Contract is rescinded and Standard Condition 19 applies, then, notwithstanding which party has rescinded, all interest earned will be payable as to one-half to the Purchaser and one-half to the Vendor.

44.3. Cooling Off Provisions

If this Contract is subject to a Cooling Off period, then notwithstanding Standard Condition 2 hereof, the parties agree that the deposit is to be paid in the following manner:

- (a) As to 0.25% of the price on the making of the Contract; and

- (b) As to the balance before the expiration of the Cooling Off Period unless a notice is served in accordance to Section 66U of the Conveyancing Act 1919.

In this respect, time shall be deemed to be of the essence of this Contract.

44.4. Deposit Being Available on Completion

If the Vendor requires the deposit to be available on completion for the purchase of another property or to discharge the Vendor's liabilities under any Mortgage associated with the property, the Purchaser agrees to authorise the *Stakeholder* to have the deposit made available on settlement provided that the deposit is returned to the *Stakeholder's* Trust Account in the event that settlement is not effected as scheduled.

44.5. Payment of the Deposit by way of instalments

Upon written confirmation from the Vendor's Representative, the Vendor agrees to accept payment of the 10% deposit of the price by instalments as follows:

- (a) As to 5% of the price on the date hereof; and
- (b) As to the balance on the earlier of the two (2) dates being the date of completion or the date which the Vendor issues a notice of termination of Contract as a result of any breach of the terms and/or conditions of the Contract of Sale by the Purchaser. If the Purchaser fails to pay the sum referred to in this condition, the Vendor may, on demand, recover the balance of the deposit from the Purchaser as a debt.

This clause shall not merge upon completion.

44.6. Intentionally Deleted

45. Requisitions on Title

45.1. Form of Requisitions on Title

Notwithstanding the provisions of Standard Condition 5, it would be preferred that the general form of Requisitions on Title in the form of Strata Title (Residential) Property Requisitions on Title (2013 edition by TressCox Lawyers) are used.

46. Settlement

46.1. Liquidated Damages

Without prejudice to the rights, powers and remedies otherwise available to the Vendor and despite any other provision of this Contract, if for any reason not attributable solely to the Vendor, completion does not take place at the scheduled time on the completion date or does not take place at the re-arranged time on that same day, then, the Purchaser must pay to the Vendor as liquidated damages and in addition to all other money payable under this Contract an amount calculated at the rate of 10% (per annum) on the balance of the purchase price calculated daily from and including the completion date (but excluding the actual day of settlement) which is to be paid on completion. The interest payable pursuant to this Special Condition is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract and the Vendor is not obliged to complete until such time that the interest has been paid.

46.2. Notice to Complete

Notwithstanding any rule of law or equity to the contrary, the Vendor and Purchaser agree:

- (a) That in the event of either party failing to complete this Contract within the time specified herein, then the other party shall be entitled after the hour of 4:00pm to serve a notice to complete for this Contract making such time for settlement time of the essence of this Contract;
- (b) A period of not less than fourteen (14) days following the date of issue of any such Notice to Complete shall be deemed to be a reasonable time for completion pursuant to any such notice and neither party may make any objection, requisition or claim in respect to the sale period; and
- (c) The Purchaser will pay to the Vendor on settlement an additional amount of \$200.00 plus GST as reimbursement of additional legal costs incurred by the Vendor for the preparation and issuing the notice to complete. Payment of this amount is an essential term of this Contract.

46.3. Error in Adjustments

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

46.4. Completion Date

It is agreed between the parties that completion shall not take place between 9:00am, 23 December and 5:00pm 11 January (the "holiday period") in any given year. Any notices served during this period is taken as being served on the following business day outside the holiday period.



FOLIO: 26/SP83379

SEARCH DATE	TIME	EDITION NO	DATE
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29/10/2019	10:39 AM	4	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 26 IN STRATA PLAN 83379
AT DEEWHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

ROBERT JOHN MARRIOTT
BELINDA JANE MARRIOTT
AS JOINT TENANTS (T AI174778)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP83379
- 2 AI174779 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP83379

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
29/10/2019	10:39 AM	8	25/9/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 83379
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DEEWHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP83379

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 83379
ADDRESS FOR SERVICE OF DOCUMENTS:
4-16 KINGSWAY
DEE WHY 2099

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B2317 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 3 B66353 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 4 B248922 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 5 A896267 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 6 A980377 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 7 DP1148384 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2
METRE(S) WIDE AND VARIABLE WIDTH AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 SP83379 RESTRICTION(S) ON THE USE OF LAND
- 9 SP83379 POSITIVE COVENANT
- 10 AM750808 INITIAL PERIOD EXPIRED
- 11 AP559593 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP83379

PAGE 2

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

STRATA PLAN 83379

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
STRATA PLAN 83379							
1	- 123	2	- 133	3	- 83	4	- 95
5	- 83	6	- 117	7	- 83	8	- 86
9	- 83	10	- 129	11	- 129	12	- 83
13	- 96	14	- 83	15	- 129	16	- 100
17	- 83	18	- 83	19	- 92	20	- 83
21	- 171	22	- 81	23	- 83	24	- 81
25	- 100	26	- 100	27	- 100	28	- 100
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33	- 101	34	- 132	35	- 83	36	- 92
37	- 83	38	- 127	39	- 132	40	- 83
41	- 97	42	- 84	43	- 132	44	- 81
45	- 77	46	- 121	47	- 200	48	- 144
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57	- 91	58	- 81	59	- 100	60	- 100
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65	- 83	66	- 100	67	- 100	68	- 142
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81	- 200	82	- 86	83	- 92	84	- 87
85	- 191	86	- 150	87	- 150	88	- 211
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161	- 1	162	- 1	163	- 1	164	- 1

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP83379

PAGE 3

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

STRATA PLAN 83379

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STRATA PLAN 94316

LOT	ENT
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165 - 88

NOTATIONS

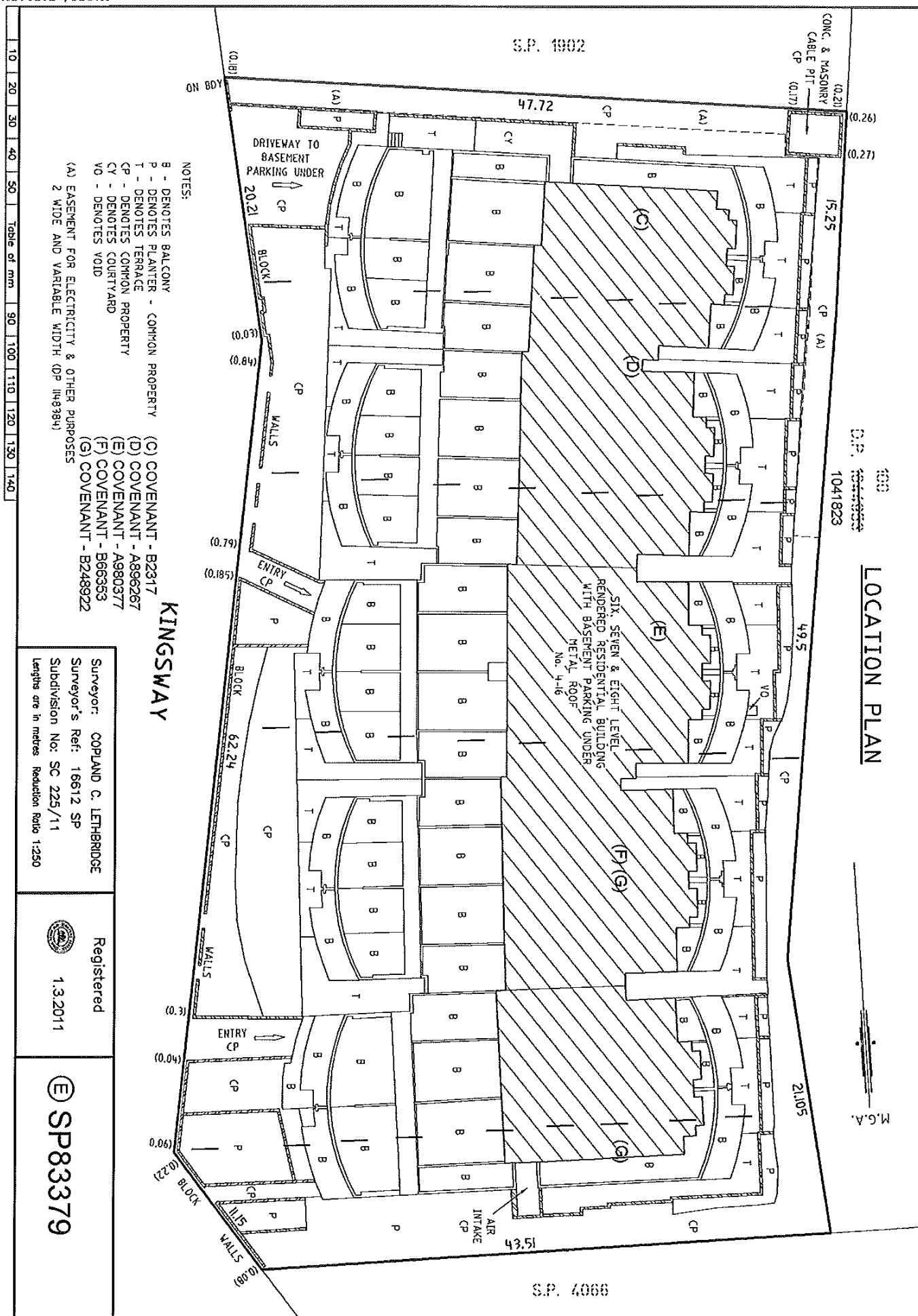
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

19821

PRINTED ON 29/10/2019

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



STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet 2 of 10 sheets

- NOTES:
- D - DENOTES SERVICES DUCT - COMMON PROPERTY
 - P - DENOTES PROLONGATION OF WALL
 - V - DENOTES VISITOR PARKING - COMMON PROPERTY
 - CP - DENOTES COMMON PROPERTY
 - SERVICE DUCTS ARE COMMON PROPERTY & MAY NOT BE SHOWN
 - FOR CLARITY OF DRAWING,
 - ALL FIRE SHUTTER DOORS ARE COMMON PROPERTY.
 - (0.5) WHERE SHOWN THUS BOUNDARY IS TO CENTRE OF FACE OF COLUMN TYPICAL

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

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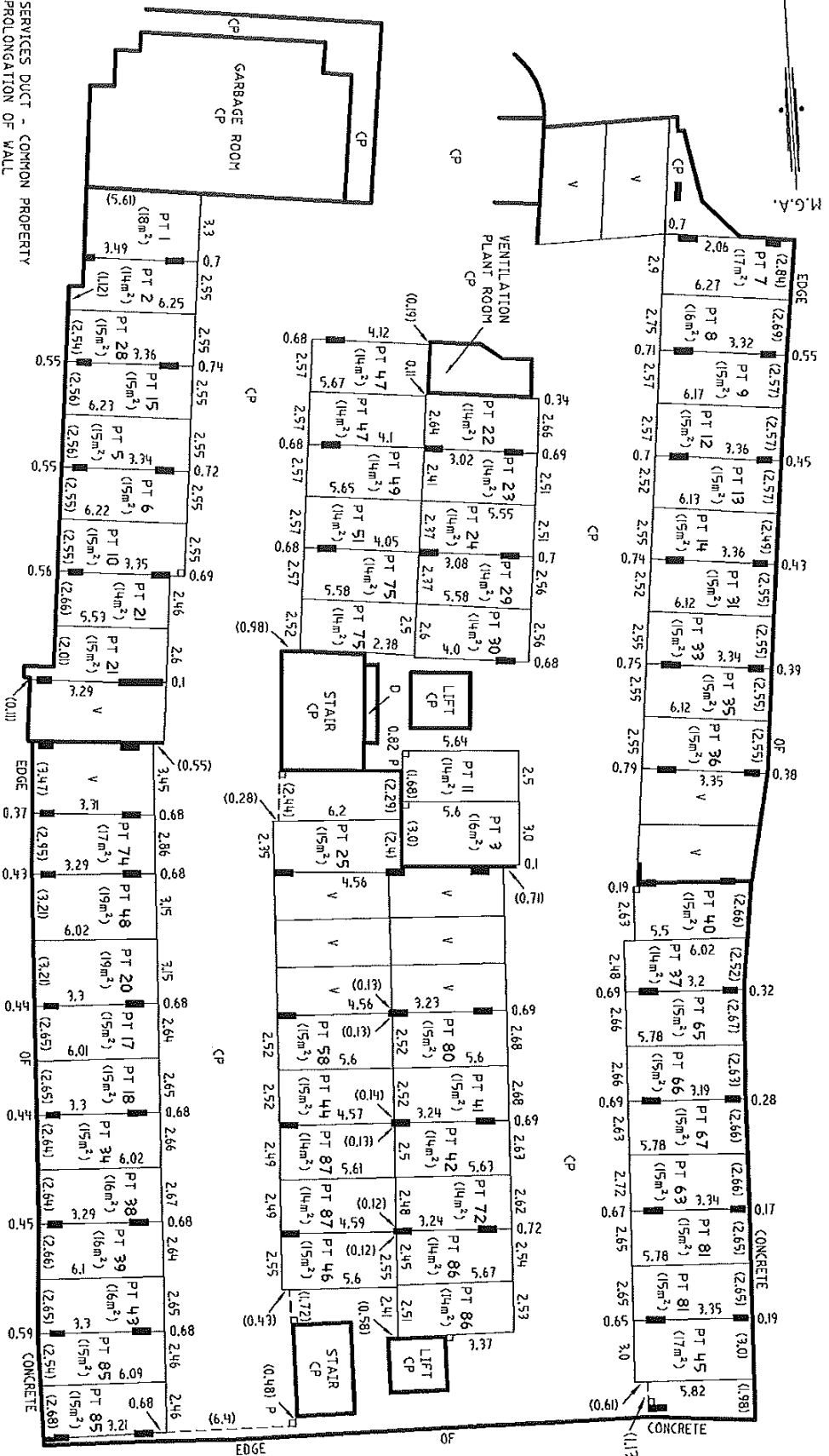
Surveyor: COPLAND C. LETHBRIDGE
 Surveyor's Ref: 16612 SP
 Subdivision No: SC 225/11
 Lengths are in metres Reduction Ratio 1:200

Registered
 1.3.2011

SP83379

LEVEL 1

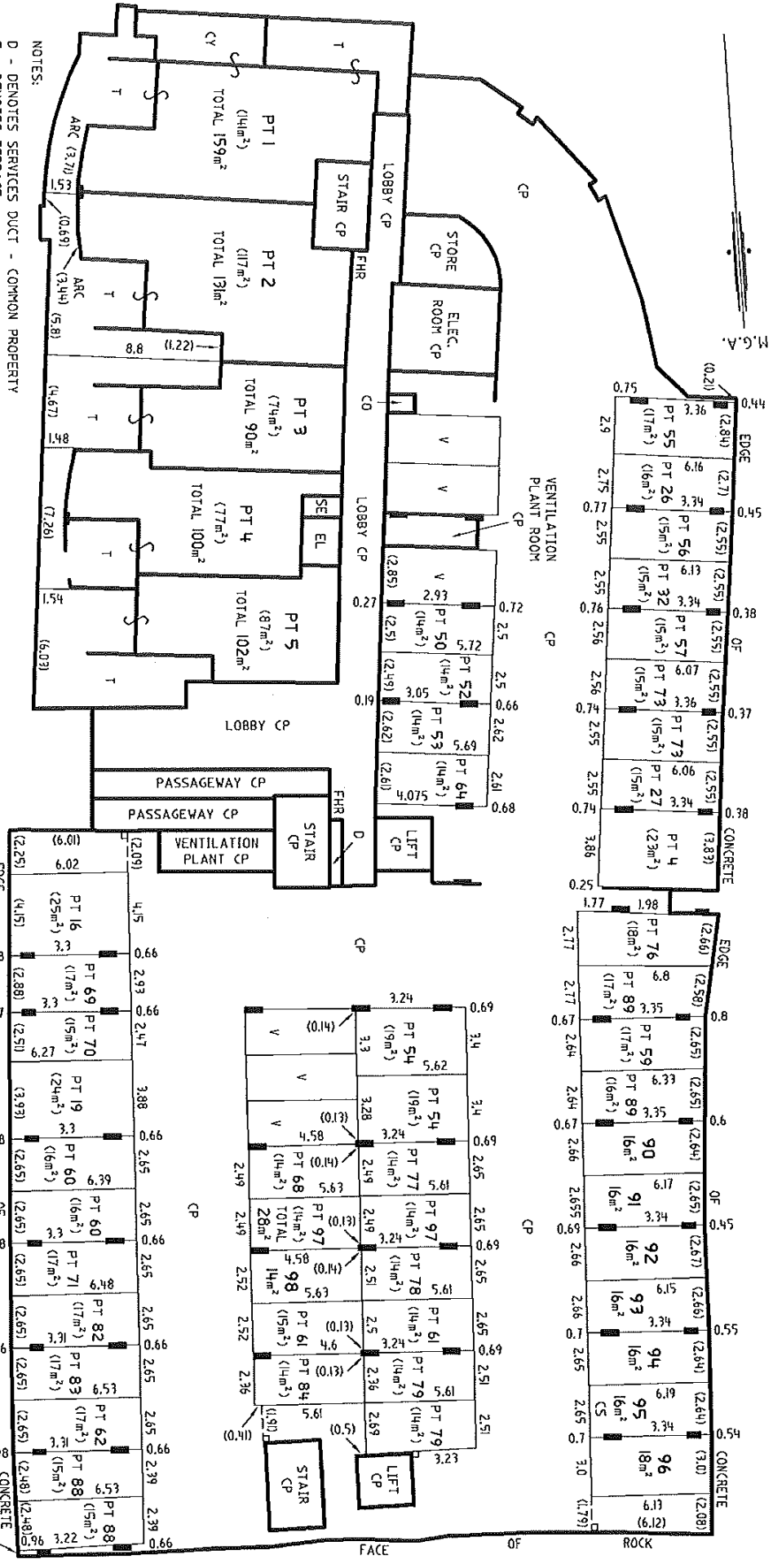
CAR PARKING



STRATA PLAN FORM 2 (A3)

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ePlan Sheet 3 of 10 sheets



LEVEL 2

CAR PARKING & UNITS

WHERE SHOWN THIS BOUNDARY IS TO CENTRE OF FACE OF COLUMN TYPICAL

- SERVICE DUCTS ARE COMMON PROPERTY & MAY NOT BE SHOWN FOR CLARITY OF DRAWING.
- THE STRATUM OF PT 1 COURTYARD IS LIMITED IN DEPTH TO 2 METRES BELOW AND IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE ADJOINING MAIN FLOOR EXCEPT WHERE COVERED EXCLUDING SERVICE CONDUITS & STORMWATER STRUCTURES WHICH ARE COMMON PROPERTY.

TERRACES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

NOTES:
D - DENOTES SERVICES DUCT - COMMON PROPERTY
T - DENOTES TERRACE
V - DENOTES VISITOR PARKING - COMMON PROPERTY
CO - DENOTES COMMUNICATIONS - COMMON PROPERTY
CP - DENOTES COMMON PROPERTY
CY - DENOTES COURTYARD
EL - DENOTES ELECTRICAL SERVICES - COMMON PROPERTY
SE - DENOTES SERVICES - COMMON PROPERTY
FHR - DENOTES FIRE HOSE REEL - COMMON PROPERTY

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

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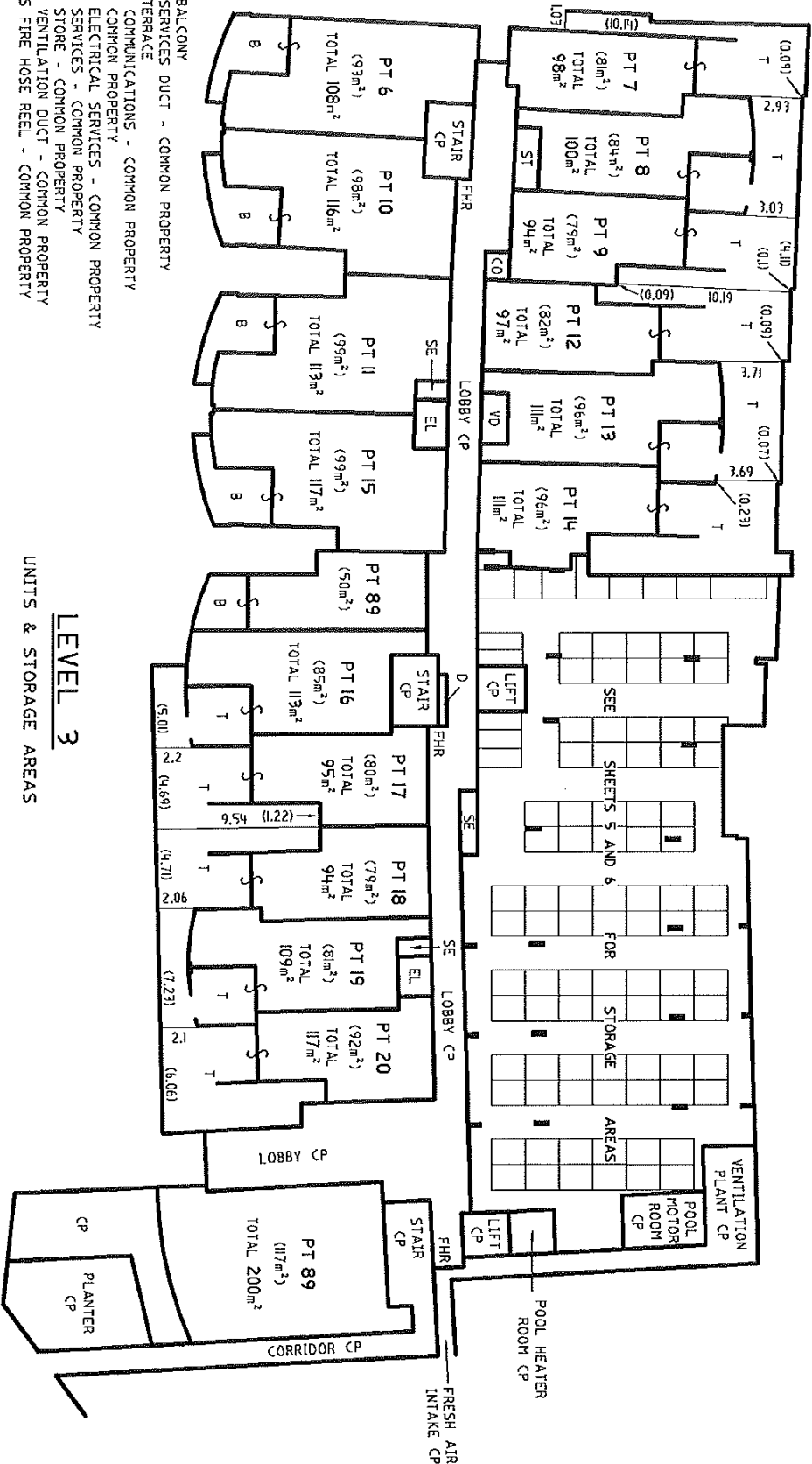
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STRATA PLAN FORM 2 (A3)

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ePlan Sheet 4 of 10 sheets

M.S.A.



NOTES:

- B - DENOTES BALCONY
- D - DENOTES SERVICES DUCT - COMMON PROPERTY
- T - DENOTES TERRACE
- CO - DENOTES COMMUNICATIONS - COMMON PROPERTY
- CP - DENOTES COMMON PROPERTY
- EL - DENOTES ELECTRICAL SERVICES - COMMON PROPERTY
- SE - DENOTES SERVICES - COMMON PROPERTY
- ST - DENOTES STORE - COMMON PROPERTY
- VD - DENOTES VENTILATION DUCT - COMMON PROPERTY
- FHR - DENOTES FIRE HOSE REEL - COMMON PROPERTY
- BALCONIES & TERRACES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
- ALL METAL PERGOLAS, METAL & GLASS BALUSTRADES, METAL AWNINGS & METAL SCREENS ON BALCONIES ARE COMMON PROPERTY.
- SERVICE DUCTS ARE COMMON PROPERTY & MAY NOT BE SHOWN FOR CLARITY OF DRAWING.

UNITS & STORAGE AREAS

LEVEL 3

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

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CP - DENOTES COMMON PROPERTY

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 LINES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

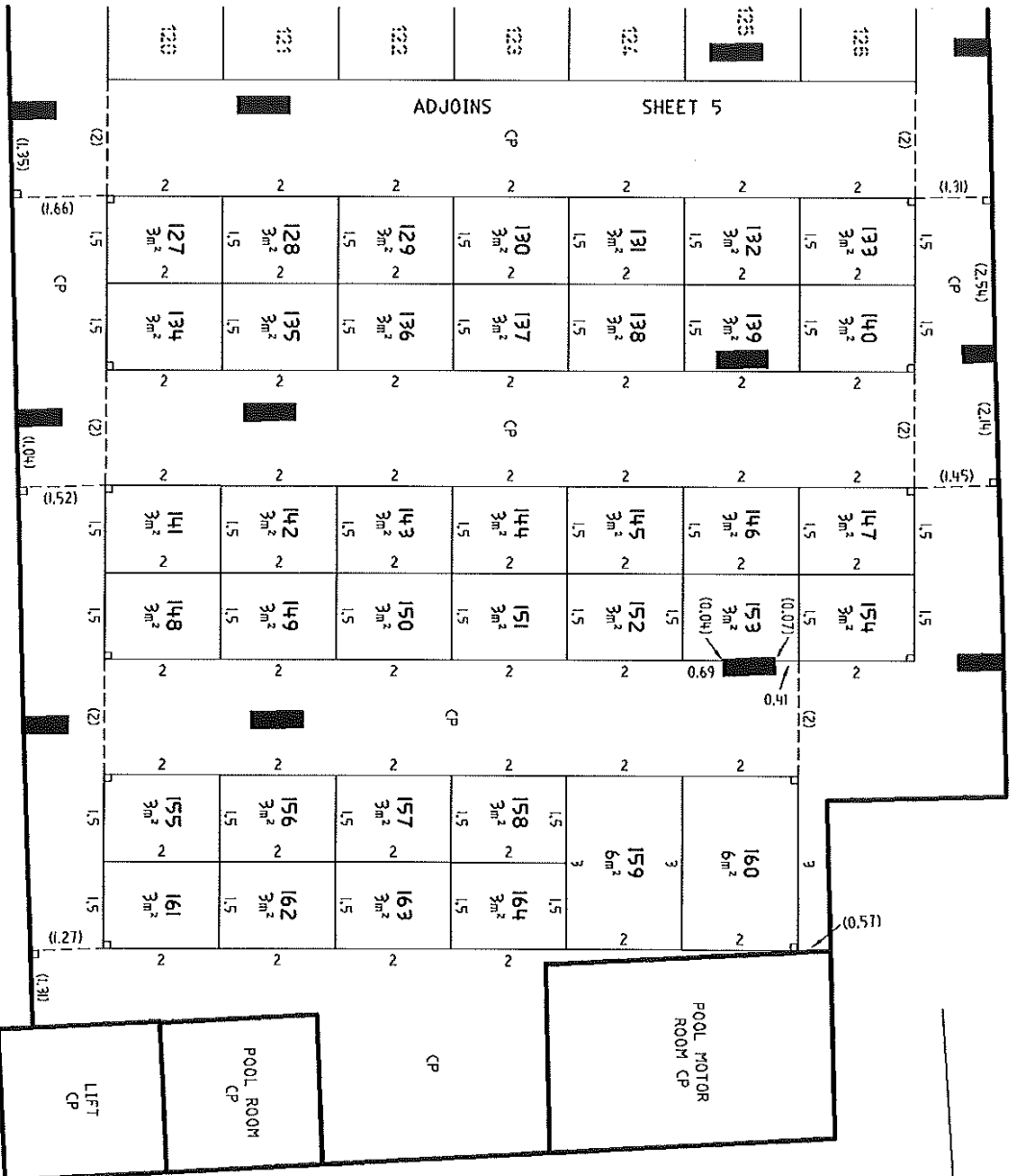
STRATA PLAN FORM 2 (A3)

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ePlan

Sheet 6 of 10 sheets

M.G.A.



NOTES:

CP - DENOTES COMMON PROPERTY

STORAGE AREAS

LEVEL 3

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SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

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Surveyor's Ref: 16612 SP
Subdivision No: SC 225/11
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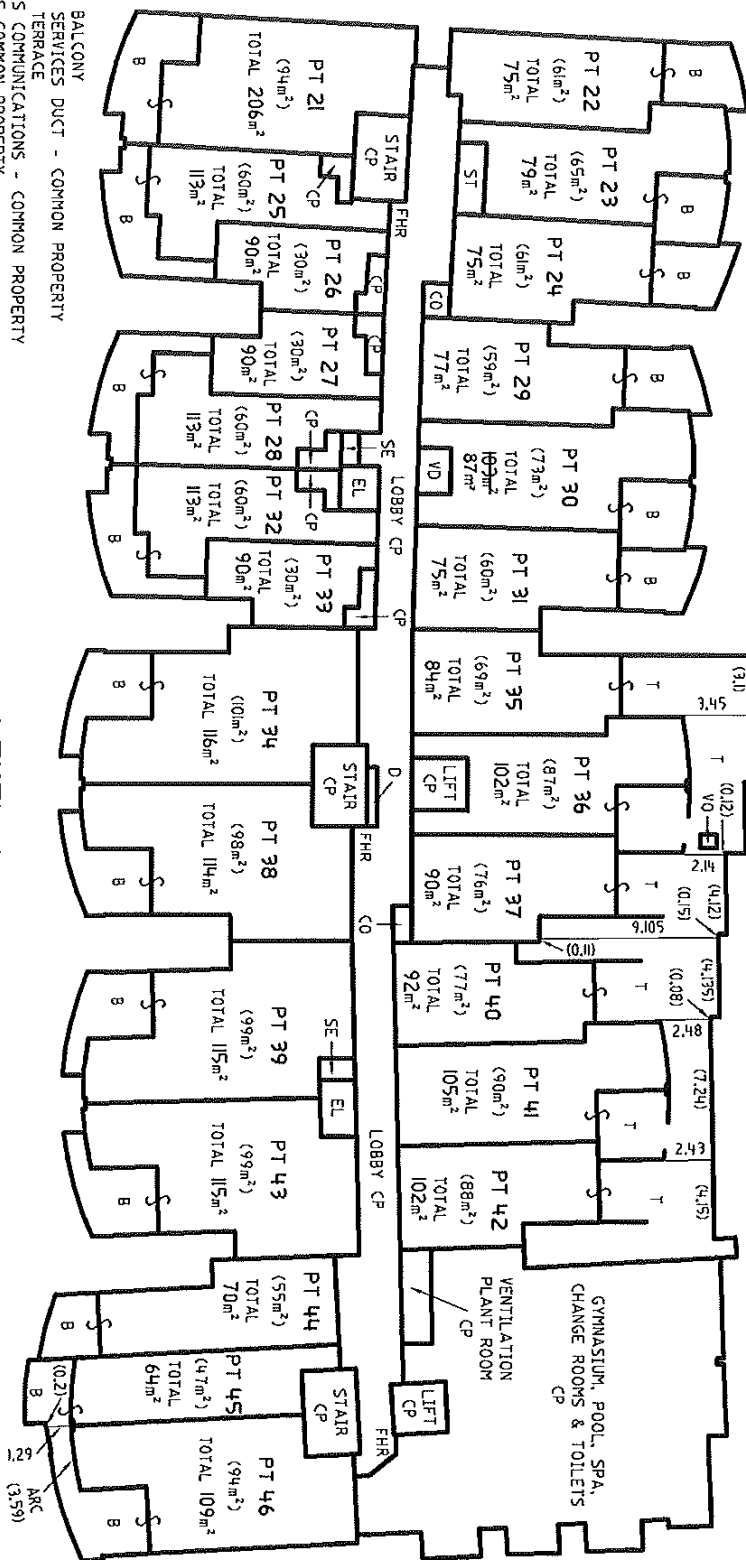
STRATA PLAN FORM 2 (A3)

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eplan

Sheet 7 of 10 sheets

M.G.A.



NOTES:

- B - DENOTES BALCONY
- D - DENOTES SERVICES DUCT - COMMON PROPERTY
- T - DENOTES TERRACE
- CO - DENOTES COMMUNICATIONS - COMMON PROPERTY
- CP - DENOTES COMMON PROPERTY
- EL - DENOTES ELECTRICAL SERVICES - COMMON PROPERTY
- SE - DENOTES SERVICES - COMMON PROPERTY
- ST - DENOTES STORE - COMMON PROPERTY
- VD - DENOTES VENTILATION DUCT - COMMON PROPERTY
- VO - DENOTES VOID
- FHR - DENOTES FIRE HOSE REEL - COMMON PROPERTY

- BALCONIES & TERRACES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
- ALL METAL PERGOLAS, METAL & GLASS BALUSTRADES, METAL AWNINGS & METAL SCREENS ON BALCONIES ARE COMMON PROPERTY.
- SERVICE DUCTS ARE COMMON PROPERTY & MAY NOT BE SHOWN FOR CLARITY OF DRAWING.

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

LEVEL 4

Surveyor: COPLAND C. LETHBRIDGE
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1.3.2011

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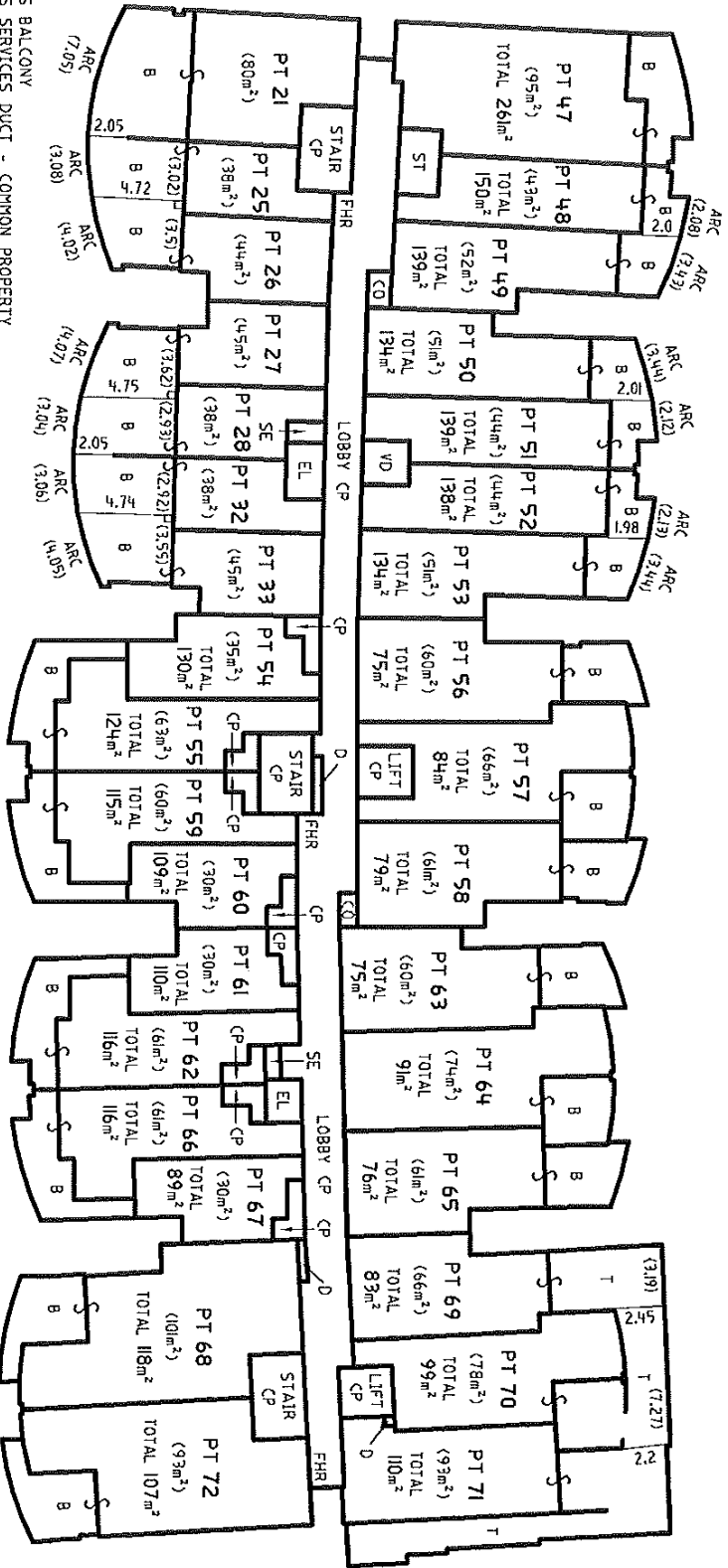
STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 8 of 10 sheets

M.C.A.



NOTES:

- B - DENOTES BALCONY
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- CP - DENOTES COMMON PROPERTY
- EL - DENOTES ELECTRICAL SERVICES - COMMON PROPERTY
- SE - DENOTES SERVICES - COMMON PROPERTY
- ST - DENOTES STORE - COMMON PROPERTY
- VD - DENOTES VENTILATION DUCT - COMMON PROPERTY
- FHR - DENOTES FIRE HOSE REEL - COMMON PROPERTY

LEVEL 5



WHERE SHOWN THIS BOUNDARY
IS TO CENTRE OF FACE OF
COLUMN TYPICAL

- BALCONIES & TERRACES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
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CAUTION: THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

Surveyor: COPLAND C. LETHBRIDGE
Surveyor's Ref: 16612 SP
Subdivision No: SC 225/11
Lengths are in metres Reduction Ratio 1:250

Registered

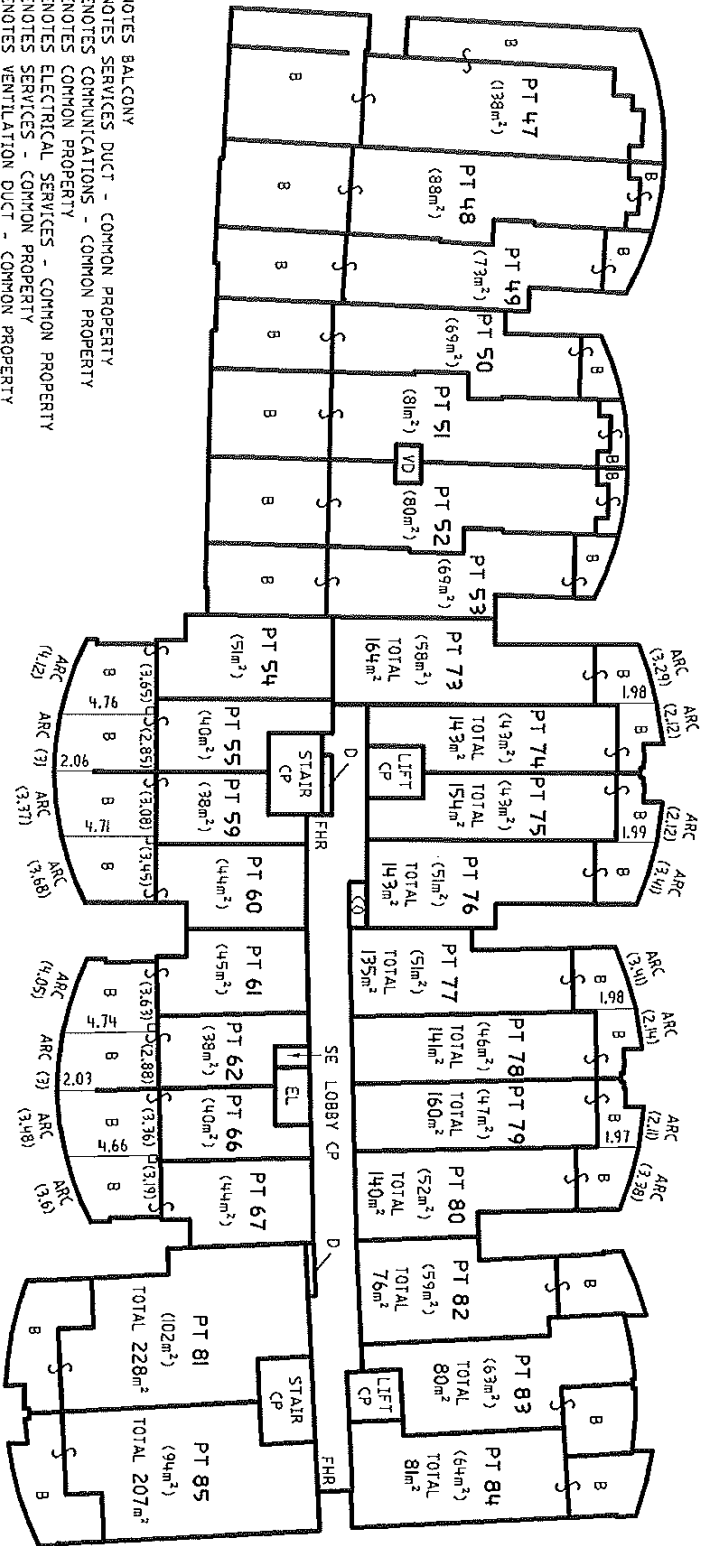
1.3.2011

SP83379

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

M.G.A.



LEVEL 6

WHERE SHOWN THIS BOUNDARY IS TO CENTRE OF FACE OF COLUMN TYPICAL

- BALCONIES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
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- SERVICE DUCTS ARE COMMON PROPERTY & MAY NOT BE SHOWN FOR CLARITY OF DRAWING.

NOTES:
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 D - DENOTES SERVICES DUCT - COMMON PROPERTY
 CO - DENOTES COMMON PROPERTY
 CP - DENOTES COMMON PROPERTY
 EL - DENOTES ELECTRICAL SERVICES - COMMON PROPERTY
 SE - DENOTES SERVICES - COMMON PROPERTY
 VD - DENOTES VENTILATION DUCT - COMMON PROPERTY
 FHR - DENOTES FIRE HOSE REEL - COMMON PROPERTY

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

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Surveyor: COPLAND C. LETHBRIDGE
 Surveyor's Ref: 16612 SP
 Subdivision No: SC 225/11
 Lengths are in metres Reduction Ratio 1:250



1.3.2011

Registered

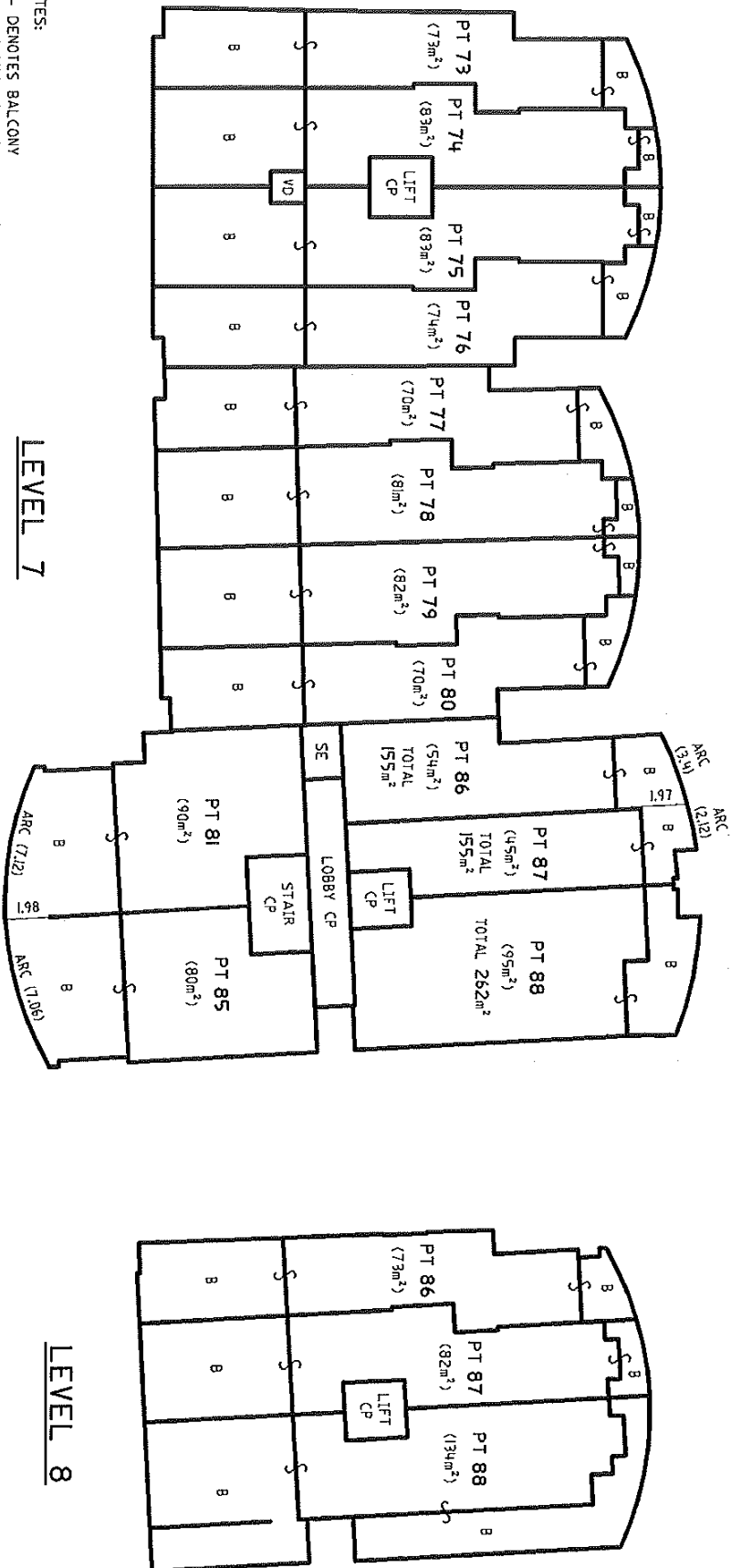
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STRATA PLAN FORM 2 (A3)

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ePlan Sheet 10 of 10 sheets

M.G.A.



NOTES:

- B - DENOTES BALCONY
- CP - DENOTES COMMON PROPERTY
- SE - DENOTES SERVICES - COMMON PROPERTY
- VD - DENOTES VENTILATION DUCT - COMMON PROPERTY
- BALCONIES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
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- SERVICE DUCTS ARE COMMON PROPERTY & MAY NOT BE SHOWN FOR CLARITY OF DRAWING.

LEVEL 7

LEVEL 8

WHERE SHOWN THIS BOUNDARY
IS TO CENTRE OF FACE OF
COLUMN TYPICAL

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

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Surveyor: COPLAND C. LETHBRIDGE
Surveyor's Ref: 16612 SP
Subdivision No: SC 225/11
Lengths are in metres Reduction Ratio 1:2000

Registered



1.3.2011

SP83379

STRATA PLAN FORM 3 (PART 1)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

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

THE OWNERS - STRATA PLAN 83379
4-16 KINGSWAY
DEE WHY NSW 2099

SP83379

Office Use Only

Registered:



1.3.2011

Office Use Only

Purpose:

STRATA PLAN

PLAN OF SUBDIVISION OF LOT 1 IN
DP1148384

The adopted by-laws for the scheme are:

* A Model By-laws:

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

* By-laws in 10 sheets filed with plan.

* strike out whichever is inapplicable

* Insert the type to be adopted (Schedule 1 SSM Regulation 2010)

Strata Certificate (Approved Form 5)

(1) * The Council of P.G. FRIEDMANN

* The Accredited Certifier APB 0129

Accreditation No. APB 0129

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

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

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

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

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

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

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

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

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

* (5) This approval is given on the condition that lot(s) A are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 69 of the Strata Schemes (Leasehold Development) Act 1986.

Date: 26/11/2011

Subdivision No. SC 225/11

Relevant Development Consent No. 10851 of 2004 (DA2004/147)

issued by: LAND & ENVIRONMENT COURT OF NSW

Authorised Person/General Manager/Accredited Certifier

* Strike through if inapplicable.

* Insert lot numbers of proposed utility lots.

AMENDMENTS NOTED BY ME

LGA: WARRINGAH

Locality: DEE WHY

Parish: MANLY COVE

County: CUMBERLAND

Surveyor's Certificate (Approved Form 3)

I, COPLAND C LETHBRIDGE

OF BEE & LETHBRIDGE PTY LTD (9451-6757)

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

(1) Each applicable requirement of

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

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

has been met;

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

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

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

Signature: [Signature]

Date: 14/01/2011

* Strike through if inapplicable.

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

SURVEYOR'S REFERENCE: 16612 SP

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

STRATA PLAN FORM 3 (PART 2)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOT 1 IN
DP1148384

Office Use Only

SP83379

Office Use Only

Registered:



1.3.2011

Strata Certificate Details: Subdivision No: SC 225/11

Date: 26/1/2011

SCHEDULE OF UNIT ENTITLEMENT

(If space is insufficient use additional annexure sheet)

LOT N°	UE	LOT N°	UE	LOT N°	UE
1	123	21	171	41	97
2	133	22	81	42	84
3	83	23	83	43	132
4	95	24	81	44	81
5	83	25	100	45	77
6	117	26	100	46	121
7	83	27	100	47	200
8	86	28	100	48	144
9	83	29	83	49	139
10	129	30	90	50	139
11	129	31	83	51	142
12	83	32	108	52	142
13	96	33	101	53	139
14	83	34	132	54	100
15	129	35	83	55	100
16	100	36	92	56	84
17	83	37	83	57	91
18	83	38	127	58	81
19	92	39	132	59	100
20	83	40	83	60	100

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

(If space is insufficient use additional annexure sheet)

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

1. RESTRICTION ON THE USE OF LAND
2. POSITIVE COVENANT

AMENDMENTS NOTED BY ME

[Signature]
9/2/11

SURVEYOR'S REFERENCE: 16612 SP

ePlan

Sheet 3 of 4 sheet(s)

Office Use Only

Office Use Only

1.3.2011

Date: 26/1/2011

SCHEDULE OF UNIT ENTITLEMENT (cont)

AGGREGATE	10000
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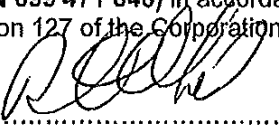
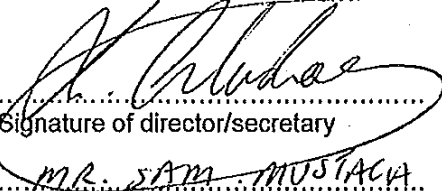


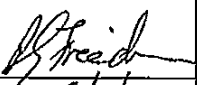
RF French
9/2/11

SURVEYOR'S REFERENCE: 16612 SP

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET		Sheet 4 of 4 sheet(s)
PLAN OF SUBDIVISION OF LOT 1 IN DP1148384	Office Use Only SP83379	
	Office Use Only Registered:  1.3.2011	
Strata Certificate Details: Subdivision No: SC 225/11 Date: 26/1/2011		
<u>EXECUTION</u>		
<p>EXECUTED By Arepo Properties Pty Ltd) (ACN 099 471 646) in accordance with) section 127 of the Corporations Act:)</p> <p> Signature of director PETER O'TOOLE Name (please print)</p> <p> Signature of director/secretary MR. SAM MUSTACH Name (please print)</p>		
<u>MORTGAGEE CONSENT</u>		
<p>SIGNED SEALED & DELIVERED on behalf of ING Bank (Australia) Limited by its attorney under power of attorney registered Book 4502 No. 58 in the presence of:</p> <p> Paul Anthony Armstrong</p> <p>Witness:  Nathalie Burgess Gadens Lawyers 77 Castlereagh Street, Sydney</p>		
AMENDMENTS NOTED BY ME  9/2/11		
SURVEYOR'S REFERENCE: 16612 SP		

To

AL

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)

B2317G

WILLIAM BRAMWELL BOOTH of London

England, General of the Salvation Army

Trusts must not be disclosed in the transfer.)

If a less estate, strike out "in fee simple," and interline the required alteration.

2317

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

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred.

If part only add "and being lot sec. D.P. being the land shown in the plan annexed hereto" or "being the residue of the and in certificate (or grant) registered Vol. Fol."

Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L. G. Act, 1919, should accompany the transfer. Strike out if unnecessary. Covenants should comply with section 89 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement in exception.

Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of One hundred and fifty pounds

(£150 -) (the receipt whereof is hereby acknowledged) paid to me by GEORGE WILLIAM GAZEY of Summer Hill Commercial Traveller and in consideration of TWO HUNDRED AND FIFTY POUNDS (£250) (the receipt whereof is hereby acknowledged) paid to the said GEORGE WILLIAM GAZEY by STELLA GWENDOLINE BALL the wife of Henry Joseph Ball of Deewhy Labourer (herein called the Transferree) do hereby at the request and by the direction of the said George William Gazey (testified by his signing this instrument) (herein called transferor) do hereby transfer to the transferee

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

(c)	County.	Parish.	State if Whole or Part:	Vol.	Fol.
	Cumberland	Manly Cove	Part	2602	195

and being Lot Seven of Section One on Deposited Plan Number 9125 And the Transferree covenants with the Transferor that she will not erect or cause to be erected or permit to be erected on the land hereby transferred any house building or erection which shall be of a value of less than £150.0.0 AND FURTHER that she will not sell or permit to be sold or connive at or be a party to the sale of any wines beers ales spirits or any other And the transferree covenants with the transferor intoxicating liquors of any kind whatsoever on the land hereby transferred AND FURTHER that she will not carry on or permit to be carried on upon the land hereby transferred any noxious noisome or offensive trade occupation or business AND FURTHER that she will not erect in respect of the land hereby transferred any dividing fence without the consent of the said William Bramwell Booth PROVIDED that such consent shall not be withheld if such fence or fences be erected without expense to the said William Bramwell Booth The land to which this covenant is intended to be appurtenant is the residue of the land comprised in the said Deposited Plan and the land which is to be subject to the burden hereof is the land hereby transferred and the person by whom and with whose consent this covenant may be released varied or modified is the abovenamed William Bramwell Booth his heirs executors or administrators or attorney or other the General for the time being of the Salvation Army his heirs executors or administrator or attorney.

A very short note will suffice.

ENCUMBRANCES, &c., REFERRED TO.

Subject to such notifications and easements (if any) that are noted on the said plan and the said Certificate and affect the subject land.

Signed at S Y D N E Y the twenty fifth day of September 1923

Signed in my presence by the transferor

(with duly qualified attorney of the transferor) WHO IS PERSONALLY KNOWN TO ME

Signed in my presence by the said GEORGE WILLIAM GAZEY who is personally known to me

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

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

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

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

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

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

Ref: 6102 /Src: M

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 1923.

Mortgagee.

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

B 002317

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 1082 Miscellaneous Register under the authority of which he has just executed the within transfer.

Recd 18/4/1922

Signed at the twenty fifth day of September 1923. Signed at the place and on the date above mentioned, in the presence of

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

FORM OF DECLARATION BY ATTESTING WITNESS.

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

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

MEMORANDUM OF TRANSFER OF

Acres roads perches. Lot 7 Sec 1 SP 9125 Subject to Covenant. Sire Warrigah Municipality Parish Manly Co. County

LODGED BY

G. G. TREMLETT CONVEYANCER A. LAW 117 PITT STREET, SYDNEY

Stella Gwendoline Ball Transferee.

Particulars entered in Register Book, Vol 2602 Fol. 195

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

the 11th day of October 1923 at 12 minutes past 10 o'clock in the forenoon.

Registrar General

PROGRESS RECORD.

	Issued.	Date.
Sent to Survey Branch	10	15.11.23
Received from Records	CB	16.10.23
Draft written	78	17.10.23
Draft examined	86	16.10.23
Diagram prepared	87	17.10.23
Diagram examined	88	17.10.23
Draft forwarded	18	18.10.23
Supt. of Engrossers		
Cancellation Clerk		
VOL. 3516	FOL. 46	
Diagram Fees		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office or the Transferrer may take out a new Certificate for the residue.

Parranatta.

Ref: 6102 / Src: M

Endorsement
Certificate

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

B248922P

WILLIAM BRAMWELL BOOTH of London, England,
General in the Salvation Army.

rusts must not be dissolved,
(the transfer)

a less estate, strike out "in
simple," and interline the
justed alteration.

being registered as the proprietor of an estate in fee simple in the land hereinafter described,
subject, however, to such encumbrances, liens and interests as are notified hereunder in
consideration of two hundred and seventy pounds
(270) (the receipt whereof is hereby acknowledged) paid to me by

B 248922

ETHEL MAY BLACKBURN of Sydney married woman
and in consideration of FIVE HUNDRED AND FOURTEEN POUNDS paid to the
said Ethel May Blackburn by MARGARET ALLISON WEIR INGLIS wife of
THOMAS ALISON INGLIS of Ashfield, Salesman
(herein called transferee)

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

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

all the references cannot
conveniently inserted, a
m of annexure (obtainable
L.T.O.) may be added.
ay annexure must be signed
the parties and their sig-
atures witnessed.
ese references will suffice if
e whole land in the grant or
rtificate be transferred.
part only add "and being
sec. D.P."

(c) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Cumberland	Manly Cove	part of land in Certificate of Title and being Lot 3 Section 1 on Deposited Plan No. 9125.	2602	195

being the land shown in
a plan annexed hereto," or
being the residue of the
nd in certificate (or grant)
gistered Vol. Fol.
here the consent of the
cal council is required to
subdivision the certificate
id plan mentioned in
e L. G. Act, 1910, should
company the transfer.
rike out if unnecessary.
onants should comply
ith section 89 of the
nveyancing Act, 1910.
ere also should be set forth
y right-of-way or easement
exception.
ny provision in addition to
modification of the
onants implied by the
ct may also be inserted.

And the transferee covenants with the transferor
(a). That she will not erect or cause to be erected or permit to be erected on
the land hereby transferred any house building or erection which shall be of
a value of less than two hundred and fifty pounds.
(b). That she will not sell or permit to be sold or connive at or be a party
to the sale of any wines beers ales spirits or any other intoxicating liquors
of any kind whatsoever on the land hereby transferred.
(c). That she will not carry on or permit to be carried on upon the land
hereby transferred any noxious noisome or offensive trade occupation or
business.
(d). That she will not erect in respect of the land hereby transferred any
dividing fence without the consent of the said Transferor PROVIDED that such
consent shall not be withheld if such fence or fences be erected without
expense to the said Transferor.

THE land to which this covenant is intended to be appurtenant is the residue
of the land comprised in the said Deposited Plan and the land which is to be
subject to the burden hereof is the land hereby transferred and the person by
whom or with whose consent this covenant may be released varied or modified is the
abovesigned William Bramwell Booth his heirs executors or administrators or
attorney or other ~~ENCUMBRANCES ETC. REFERRED TO~~ General for the
time being of the Salvation Army his heirs executors or administrators or
Attorneys.

very short note will suffice

ENCUMBRANCES ETC. REFERRED TO

Subject to such notifications and easements (if any) that are noted on
the said Deposited Plan and the said Certificate of Title and affect
the subject land.

Signed at Sydney the 24 day of July 1925

(executed within the State
the instrument should be
signed or acknowledged before
a Registrar-General, or
Deputy Registrar-General, or
Notary Public, a J.P., or
ommissioner for Affidavits,
whom the Transferor is
nown, otherwise the attest-
ing witness must appear
efore one of the above func-
onaries to make a declara-
on in the annexed form:
s to instruments executed
ewhere, see page 2.

Signed in my presence by the transferor
(as duly constituted attorney of the
transferor)
WHO IS PERSONALLY KNOWN TO ME

W. H. Booth

Signed in my presence by the
Ethel May Blackburn

WHO IS PERSONALLY KNOWN TO ME

W. H. Booth

Signed in my presence by the transferee
WHO IS PERSONALLY KNOWN TO ME

W. H. Booth

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

W. H. Booth

W. H. Booth

W. H. Booth

W. H. Booth

repeat attestation if
necessary.

If the Transferor or Trans-
feree signs by a mark, the
testation must state "that
he instrument was read over
nd explained to him, and
hat he appeared fully to
understand the same."

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-recognition on page 2
signed by the attorney before a witness.

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

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

CONSENT OF MORTGAGEE.

I, mortgagee under Mortgage No. 1082
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at London this 24 day of July 1925 Mortgagee.
Signed in my presence by Alfred Fisher who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 1082 Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at London the 24 day of July 1925.
Signed at the place and on the date above-mentioned, in the presence of—
Alfred Fisher

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

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at London the 24 day of July one thousand nine hundred and twenty five, the attesting witness to this instrument, the person Alfred Fisher and declared that he personally knew signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said Alfred Fisher is own handwriting, and BY that he was of sound mind and freely and voluntarily signed the same.

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

MEMORANDUM OF TRANSFER OF

Across roads perches
Lot 3 Sec 1
D.P. 9125 near Long Reef
Shire Warringah
Municipality Warringah
Parish Warringah County Warringah
(subject to covenant)
Margaret Allison & Co. Agents Transferees.

Particulars entered in Register Book, Vol 2602 Fol. 195

the 12th day of August 1925,
at 32 minutes pt. 3 o'clock in the after noon.

Registrar

DOCUMENTS LODGED HERewith.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., Mt'gor, etc.

B 248922

PROGRESS RECORD.

	Index	Date
Sent to Survey Branch	<u>7. SEP. 1925</u>	
Received from Records	<u>10. 10. 25</u>	
Draft written	<u>11. 10. 25</u>	
Draft examined	<u>18. 8. 25</u>	
Diagram prepared	<u>18. 8. 25</u>	
Diagram examined	<u>18. 8. 25</u>	
Draft forwarded	<u>18. 8. 25</u>	
Supt. of Engrossers	<u>2. 11. 1925</u>	
Cancellation Clerk	<u>11. 11. 1925</u>	
Vol. <u>3765</u>	Fol. <u>134</u>	
Diagram Fees		
Additional Folios		

Parties to be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferrer may take out a new Certificate for the residue.

Certificate

its must not be disclosed
to transfer.)

less estate, state old
simple, and the line
dred alteration.

to two or more, state
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ants in common.

If the references cannot
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exception.
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modification of the
enants implied by the
t may also be inserted.

very short note will suffice.

executed within the State
a instrument should be
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Registrar-General, or
puty Registrar-General, or
Notary Public, a J.P., or
ommissioner for Affidavits,
whom the Transferor is
own; otherwise the attest-
witness must appear
fore one of the above func-
naries to make a declara-
n in the annexed form,
to instruments executed
sewhere, see p. 2.
epeat attestation if
cessary.

the Transferor or Trans-
ree signs by a mark, the
testation must state " that
e instrument was read over
id explained to him, and
at he appeared fully to
iderstand the same."

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

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

(REAL PROPERTY AOT, 1900.)

WILLIAM BRAMWELL BOOTH of London in England
General of the Salvation Army the Encumbered
the Will of William Booth deceased

A896267D

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described; subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of ONE HUNDRED AND FORTY POUNDS paid to me by WILLIAM SKAN of Mona Vale Building and in (the receipt whereof is hereby acknowledged) paid to me by consideration of THREE HUNDRED AND SIXTY POUNDS paid to the said William Skan by JANET BROWN TERRILL the wife of Stephen Terrill of Summer Hill Piano Merchant, the receipt of which respective sums is hereby acknowledged

with the consent and by the direction of the said William Skan testifies by his genuine wife presents do hereby transfer to the transferee

(herein called transferee)

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

(c) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Cumberland	Manly Cove	Part, being Lot Six Section One as shown on Deposited Plan No. 9125	2602	195

And the transferor covenants with the transferee AND the said JANET BROWN TERRILL for herself her heirs executors administrators transferees and assigns and so as to bind not only herself but the registered proprietors for the time being of the land hereby transferred DOTH HEREBY COVENANT with the said WILLIAM BRAMWELL BOOTH his heirs executors and administrators that she will not erect or permit to be erected on the land hereby transferred any house building or erection which shall be of a value of less than two hundred and fifty pounds AND FURTHER that she will not sell or permit to be sold or connive at or be a party to the sale of any wines beers ales spirits or any other intoxicating liquors of any kind whatsoever on the land hereby transferred AND FURTHER that she will not carry on or permit to be carried on upon the land hereby transferred any noxious noisome or offensive trade occupation or business The land to which this covenant is intended to be apportioned is the residue of the land comprised in the said Deposited Plan and the land which is to be subject to the burden hereof is the land hereby transferred and the person by whom and with whose consent this covenant may be released varied or modified is the abovenamed William Bramwell Booth his heirs executors or administrators or Attorney or other the General for the time being of the Salvation Army his heirs executors or administrators or attorney

ENCUMBRANCES, &c., REFERRED TO.

nil

Signed at Sydney the fourth day of May 1922.

Signed in my presence by the transferor (as the duly constituted Attorney of the said Transferor)

WHO IS PERSONALLY KNOWN TO ME

with Miss Robt. Ambrose, Solicitor

Signed in my presence by

William Skan who is personally known to me

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Frank R. Briggs

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

J. B. Terrill
Transferee.

A. R. S. 5123

Dated at _____ this _____

day of _____ 192 _____

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

Mortgagee.

A 896267

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. ~~12277~~ (102) Miscellaneous Register under the authority of which he has

Signed at Sydney the fourth day of May 1922

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

FORM OF DECLARATION BY ATTESTING WITNESS.

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

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

MEMORANDUM OF TRANSFER of _____

Acres _____, roads _____, perches _____.
Lot 6 Sec. 1 D.P. 9125
at Deewhy
Shire _____
Municipality _____
Parish _____
County _____
Subject to covenant
Janet Brown Terrill Transferree.

Lodged by

ALFRED ROFE & SONS,
Solicitors.

Particulars entered in Register Book, Vol. 2602 Fol. 195.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

the 22nd day of January 1923,
at _____ minutes _____ o'clock in the _____ noon.

Register

PROGRESS RECORD.

	By	Date
Sent to Survey Branch ...	AS	7/1/23
Received from Records ...	AS	20/10
Draft written ...	AS	11/1/23
Draft examined ...	AS	18/1/23
Diagram prepared ...	AS	18/1/23
Diagram examined ...	AS	18/1/23
Draft forwarded ...	AS	28 JAN 1923
Supt. of Engrossers ...	AS	1/1/23
Cancellation Clerk ...	AS	1/1/23

VOL. 3412 FOL. 212

Diagram Fees ...		
Additional Folios ...		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

Tenants in common must receive separate Certificates.

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

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900)

A980377C

I, WILLIAM BRAMWELL BOOTH of London in England
General of the Salvation Army

NEW SOUTH WALES

(Trusts must not be included in this form)

If a last estate, strike out "in fee simple" and interline the required alteration.

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

(£200.0.0) (the receipt whereof is hereby acknowledged) paid to me by

JOHN WILLIAMS of Sydney Salvation Army Officer

A980377

A980377

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

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being lot sec. D.P. or

"being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L. G. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with section 89 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

do hereby transfer to the transferee

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

(a)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Manly Cove	Part and being Lot 5 Section 1 as shown on Deposited Plan 9125.	2602	195

And the transferee covenants with the transferor for himself his heirs executors administrators transferees and assigns and so as to bind not only himself but the registered proprietors for the time being of the land hereby transferred BOTH HEREBY COVENANT with the Said William Bramwell Booth his heirs executors and administrators that he will not erect or cause to be erected or permit to be erected on the land hereby transferred any house building or erection which shall be of a value of less than one hundred and fifty pounds AND FURTHER that he will not sell or permit to be sold or connive at or be a party to the sale of any wines beers ales spirits or any other intoxicating liquors of any kind whatsoever on the land hereby transferred AND FURTHER that he will not carry on or permit to be carried on upon the land hereby transferred any noxious noisome or offensive trade occupation or business AND FURTHER that he will not erect in respect of the land hereby transferred any dividing fence without the consent of the said William Bramwell Booth PROVIDED that such consent shall not be withheld if such fence or fences be erected without expense to the said William Bramwell Booth. The land to which this covenant is intended to be appurtenant is the residue of the land comprised in the said Deposited Plan and the land which is to be subject to the burden hereof is the land hereby transferred and the person by whom and with whose consent this covenant may be released varied or modified is the abovenamed William Bramwell Booth his heirs executors or administrators or attorney or other the General for the time being of the Salvation Army his heirs executors or administrators or attorney.

A very short note will suffice.

ENCUMBRANCES, &c., REFERRED TO:

Subject to such notifications and easements (if any) that are noted on the said Certificate and the said Plan and affect the subject land

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

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

Signed at Sydney the 11th day of August 1923
HUGH EDWARD WHATMORE (as the duly constituted Attorney of WILLIAM BRAMWELL BOOTH)
WHO IS PERSONALLY KNOWN TO ME

Signed

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

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

John Williams
Transferee.

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

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

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 1923
Signed in my presence by who is personally known to me.

Mortgagee Under Mortgage No.

Mortgagee.

A 980377

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 1082. Miscellaneous Register under the authority of which he has just executed the within transfer.

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

Signed at Sydney the 15th day of August 1923.
Signed at the place and on the date above mentioned, in the presence of Alfred H. Jackson

FORM OF DECLARATION BY ATTESTING WITNESS.

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

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

MEMORANDUM OF TRANSFER OF

Acres roads perches.
Lot 5 Sec 1 DP 9125
Near Long Reef (subject to covenant).
Squire Warringah
Municipality
Parish Manly Cove County
John Williams Transferee.

LODGED BY

FROM ROBSON & COWLISHAW SOLICITORS. SYDNEY.

Particulars entered in Register Book, Vol. 2602 Fol. 195

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

27th
1923
the 15th day of August 1923
at 17 minutes pt. 3 o'clock in the afternoon.
Alfred H. Jackson
Registrar-General.

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		17 AUG 1923
Received from Records		20.8.23
Draft written		20.8.23
Draft examined		20.8.23
Diagram prepared		20.8.23
Diagram examined		20.8.23
Draft forwarded		23 AUG 1923
Supt. of Engrossers		
Cancellation Clerk		
Vol. 3494	FOL. 191	
Diagram Fees		
Additional Folios		

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

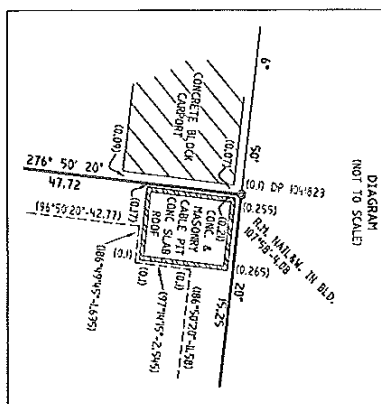
The fees are,—Registration fee 12/6 for endorsement on first certificate, and 2/6 for each additional certificate included in the Transfer, and 1/1 ss. for every new Certificate of Title issued. Additional Certificate fees, however, may be necessary in cases involving more than a simple diagram or more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

Tenants in common must receive separate Certificates.

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

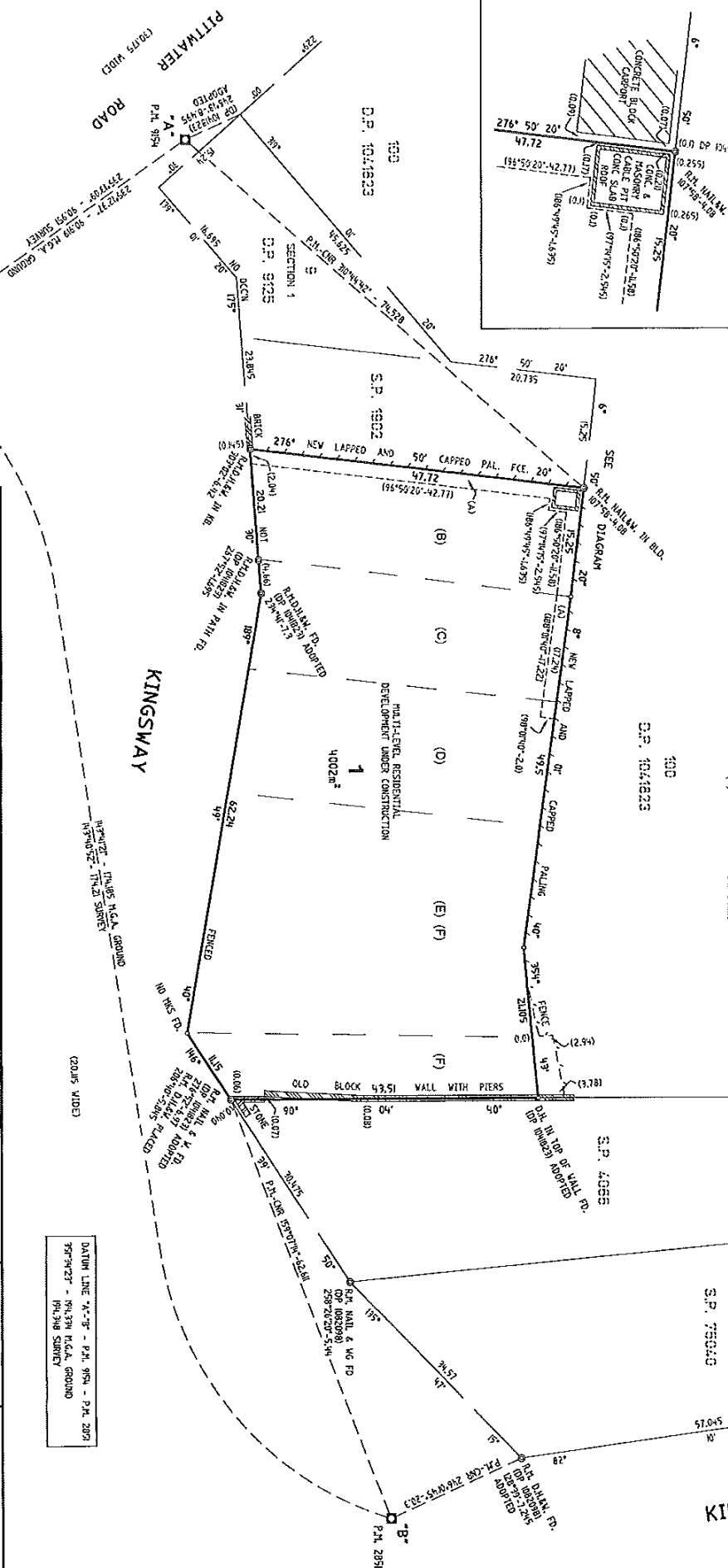


PARK	H.C.A. CO-ORDINATES		CLASS	ORDER	METHOD	ORIGINATOR
	EASTING	NORTHING				
P.H. 4974	3H 142.0365	6 264 03.3,330	B	2		FROM SCIS
P.H. 2647	3H 198.5255	6 264 01.9,525	B	2		FROM SCIS
P.H. 2851	3H 395.388	6 264 255.548	B	2		FROM SCIS
H.C.A. CO-ORDINATES ADOPTED FROM SCIS AS AT 16-02-2000						
COMBINED SCALE FACTOR = 0.9999876 SCALE AS						



(A) EASEMENT FOR ELECTRICITY & OTHER PURPOSES
2 WIDE AND VARIABLE WIDTH

- (B) COVENANT - B2317
(C) COVENANT - A86267
(D) COVENANT - A980377
(E) COVENANT - B66353
(F) COVENANT - B248922



Surveyor: COPLAND C. LETHERIDGE
Date of Survey: 16-03-2010
Surveyor's Ref: 16612 DP

PLAN OF LOT 101 IN D.P. 1044953 AND
EASEMENT FOR ELECTRICITY AND OTHER
PURPOSES 2 WIDE & VARIABLE WIDTH.

L.G.A: WARRINGAH

Subdivision No: -

Lengths are in metres Reduction Ratio 1:400

Registered

28.01.2011

DP1148384 P

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE & VARIABLE WIDTH (A)

TO RELEASE:

1. EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 1 WIDE DP1041823

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)

(that all necessary approvals in regard to the allocation of the land shown herein have been given)

Signature:

Date:

File Number:

Office:

Subdivision Certificate

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

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

* Authorised Person/* General Manager/* Accredited Certifier

Consent Authority:

Date of Endorsement:

Accreditation no:

Subdivision Certificate no:

File no:

* Strike through inapplicable parts.



DP1148384 S

Office Use Only

Registered: 28.01.2011

Office Use Only

Title System: TORRENS

Purpose: REDEFINITION & EASEMENT

PLAN OF LOT 101 IN DP 1044953 AND
EASEMENT FOR ELECTRICITY AND OTHER
PURPOSES 2 WIDE & VARIABLE WIDTH

LGA: WARRINGAH

Locality: DEE WHY

Parish: MANLY COVE

County: CUMBERLAND

Survey Certificate

I, COPLAND C LETHBRIDGE

of BEE & LETHBRIDGE PTY LTD (9451 6757)

a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on: 16 TH MARCH 2010

The survey relates to LOT 1 AND CONNECTIONS

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

Signature: Dated: 16/03/2010

Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: "A" - "B"

Type: Urban/Rural

Plans used in the preparation of survey/compilation

1044953

1041823

1082098

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 16612 DP

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF LOT 101 IN DP 1044953 AND
EASEMENT FOR ELECTRICITY AND OTHER
PURPOSES 2 WIDE & VARIABLE WIDTH

DP1148384

Office Use Only

Registered:



28.01.2011

Office Use Only

Subdivision Certificate No.: —

Date of Endorsement: —

EXECUTION

EXECUTED By Arepo Properties Pty Ltd)
(ACN 099 471 646) in accordance with)
section 127 of the Corporations Act:)

Signature of director

Peter Rossou O'Toole
Name (please print)

Signature of director/secretary

MR SAM MUSTACA
Name (please print)

EXECUTED for and on behalf of
ENERGYAUSTRALIA by

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

Attorney

Witness

Bridget Anne Thompson
Name of Witness (please print)
570 George Street,
Sydney, NSW, 2000
Address of Witness

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF LOT 101 IN DP 1044953 AND
EASEMENT FOR ELECTRICITY AND OTHER
PURPOSES 2 WIDE & VARIABLE WIDTH

Office Use Only

DP1148384

Office Use Only

Registered:



28.01.2011

Subdivision Certificate No.: —

Date of Endorsement: —

EXECUTION

EXECUTED for and on behalf of
WARRINGAH COUNCIL by

its duly constituted Attorney pursuant to
Power of Attorney registered Book 4580
No 889

in the presence of:

Witness

Kerrie Clendinning
Name of Witness (please print)

725 Pittwater Rd, Dee Why
Address of Witness

MORTGAGEE CONSENT

SIGNED SEALED & DELIVERED on behalf of
ING Bank (Australia) Limited
by its attorney under power of attorney registered
Book 4502 No. 58 in the presence of:

MARK JOSEPH SKINNER

Witness: Nathalie Burgess

Nathalie Burgess
Gadens Lawyers
77 Castlereagh Street, Sydney

Surveyor's Reference: 16612 DP



DP1148384 B

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED OR
RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**

Lengths are in metres

Sheet 1 of 4 sheets

Plan:

Plan of Lot 101 in DP 1044953 and Easement
for Electricity and other purposes 2 wide and
variable width

**Full name and address
of proprietors of land:**

Arepo Properties Pty Ltd (ACN 099 471 646) of
4 Vuko Place Warriewood 2102

PART 1 (CREATION)

Number of item shown in the intention panel of the plan	Identity of easement to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Electricity and other purposes 2 wide and variable width (A)	1	EnergyAustralia ABN 67 505 337 385

PART 1A (RELEASE)

Number of item shown in the intention panel of the plan	Identity of easement to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for underground Electricity cables 1 wide DP 1041823	101/1044953	100/1041823

PART 2 (TERMS)

**1. Terms of Easement for Electricity and other purposes 2 wide and variable width (A)
numbered 1 in the plan:**

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

**Name of Authority Empowered to Release Vary or Modify the easement numbered 1 in
the Plan**

EnergyAustralia.

Sheet 2 of 4 sheets

DP1148384

Plan of Lot 101 in DP 1044953 and Easement
for Electricity and other purposes 2 wide and
variable width

EXECUTION

EXECUTED By Arepo Properties Pty Ltd)
(ACN 099 471 646) in accordance with)
section 127 of the Corporations Act:)

.....
Signature of director

.....
Name (please print)

.....
Signature of director/secretary

.....
Name (please print)

EXECUTED for and on behalf of
ENERGYAUSTRALIA by

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

.....
Attorney

.....
Witness

.....
Name of Witness (please print)

570 George Street,
Sydney, NSW, 2000

.....
Address of Witness


Sheet 3 of 4 sheets

DP1148384

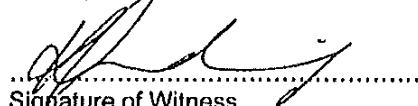
Plan of Lot 101 in DP 1044953 and Easement
for Electricity and other purposes 2 wide and
variable width

EXECUTION

EXECUTED for and on behalf of
WARRINGAH COUNCIL by

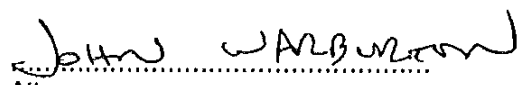

Its duly constituted Attorney pursuant to
Power of Attorney registered Book 4580
No 889

In the presence of:


Signature of Witness

Kerrie Glendenning
Name of Witness (please print)

725 Pittwater Rd, Dee Why.
Address of Witness


Attorney

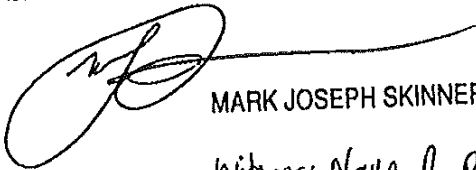
Sheet 4 of 4 sheets

DP1148384

Plan of Lot 101 in DP 1044953 and Easement
for Electricity and other purposes 2 wide and
variable width

MORTGAGEE CONSENT

SIGNED SEALED & DELIVERED on behalf of
ING Bank (Australia) Limited
by its attorney under power of attorney registered
Book 4502 No. 58 in the presence of:



MARK JOSEPH SKINNER

Witness: *Nathalie Burgess*

Nathalie Burgess
Gadens Lawyers
77 Castlereagh Street, Sydney

REGISTERED



28.01.2011

ePlan

INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7(3), STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973.

Lengths are in metres

Sheet 1 of 6 sheets

Strata Plan: **SP83379**

Plan of Subdivision of Lot 1 in DP 1148384
covered by Subdivision Certificate N° SC 225/11

Dated: 26/1/2011

Full name and address
of proprietors of land:

Arepo Properties Pty Ltd (ACN 099 471 646)
of 4 Vuko Place Warriewood 2102

PART 1 (CREATION)

Number of item shown in the Intention panel of the plan	Identity of easements, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restriction on The Use Of Land	CP	Warringah Council
2	Positive Covenant	CP	Warringah Council


.....
Authorised Officer
WARRINGAH COUNCIL



ePlan

Sheet 2 of 6 sheets

Strata Plan: **SP83379**

Plan of Subdivision of Lot 1 in DP 1148384
covered by Subdivision Certificate N° SC 225/11

Dated: ~~SC~~ 26/1/2011

PART 2 (TERMS)

1. Terms of Restriction on the Use of Land numbered 1 in the plan:

The registered proprietor covenant with the Warringah Council (Council) in respect to the structure erected on the land described as "on-site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, stormwater pump-out facilities, basins and surfaces designed to temporarily detain stormwater) shown on plans approved by the Council N° DA2002/1736 (hereinafter called "the system").

The registered proprietors covenant with the Warringah Council (Council) that they will not:

- I. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.
- II. Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of the authority.
- III. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council N° DA2002/1736 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, stormwater pump-out facilities, basins, rainwater tanks (if an airspace "credit" is claimed against the volumes) and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919.


.....
Authorised Officer
WARRINGAH COUNCIL



ePlan

Sheet 3 of 6 sheets

Strata Plan: **SP83379**

Plan of Subdivision of Lot 1 in DP 1148384
covered by Subdivision Certificate N° 5C 225/11

Dated: 26/1/2011

2. Terms of Positive Covenant numbered 2 in the plan:

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

- I. The registered proprietor will:
 - i. keep the structure and works clean and free from silt, rubbish and debris
 - ii. maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
- II. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
- III. The registered proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the OSD, or failure to clean, maintain and repair the OSD.
- IV. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.
- V. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
 - i. In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in IV hereof.
 - ii. The Council may recover from the registered proprietor in a Court of competent jurisdiction :
 - a) Any expense reasonably incurred by it in exercising its powers under subparagraph (i) hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
 - b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.


.....
Authorised Officer
WARRINGAH COUNCIL



ePlan

Sheet 4 of 6 sheets

Strata Plan: **SP83379**

Plan of Subdivision of Lot 1 in DP 1148384
covered by Subdivision Certificate N° *SC 225/11*

Dated: *26/1/2011*

VI. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council N° DA2002/1736 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, stormwater pump-out facilities, basins, rainwater tanks (if an airspace "credit" is claimed against the volumes) and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

Name of Authority empowered to release, vary or modify the Restriction on the Use of Land and Positive Covenant numbered 1 and 2 inclusive in the Plan:

WARRINGAH COUNCIL


.....
Authorised Officer
WARRINGAH COUNCIL

B all

ePlan

Sheet 5 of 6 sheets

Strata Plan: **SP83379**

Plan of Subdivision of Lot 1 in DP 1148384
covered by Subdivision Certificate N° SC 225/11

Dated: 26/1/2011

EXECUTION

EXECUTED By Arepo Properties Pty Ltd)
(ACN 099 471 646) in accordance with)
section 127 of the Corporations Act:)

.....
Signature of director

PETER O'TOOLE
.....
Name (please print)

.....
Signature of director/secretary

MR SAM MUSTANA
.....
Name (please print)

WARRINGAH COUNCIL

.....
Authorized Person

6/11

ePlan

Sheet 6 of 6 sheets

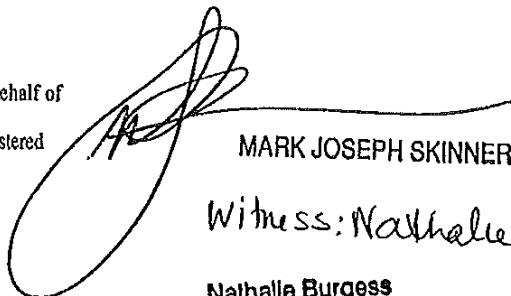
Strata Plan: **SP83379**

Plan of Subdivision of Lot 1 in DP 1148384
covered by Subdivision Certificate N° SC 225/11

Dated: 26/1/2011

MORTGAGEE CONSENT

SIGNED SEALED & DELIVERED on behalf of
ING Bank (Australia) Limited
by its attorney under power of attorney registered
Book 4502 No. 58 in the presence of:

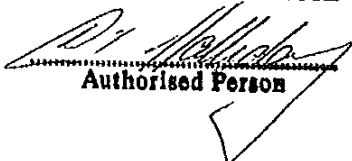


MARK JOSEPH SKINNER

Witness: *Nathalie Burgess*

Nathalie Burgess
Gadens Lawyers
77 Castlereagh Street, Sydney

WARRINGAH COUNCIL


Authorised Person

REGISTERED



1.3.2011



Form: 15CH
Release: 2-1

**CONSOLIDATION
CHANGE OF BY-LA**

New South Wales
Strata Schemes Management
Real Property Act 1900



AM750808L

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/SP83379

(B) **LODGED BY**

Document
Collection
Box

124E

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

GlobalX Legal Solutions Pty Ltd
Level 3, 175 Castlereagh Street
SYDNEY 2000

Ph: 02 9230 6000

Reference: ~~SP83379-KT-#3348~~ **BANN-6509753**

CODE

CH

- (C) The Owners-Strata Plan No. 83379 certify that a special resolution was passed on 30/5/2017
- (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-laws 6, 7, 8
Amended by-law No. NOT APPLICABLE
as fully set out below:
Refer 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 B
- (G) The seal of The Owners-Strata Plan No. 83379 was affixed on _____ in the presence of
the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority:

Signature:

Name:

Authority:

see annexure "A"

The By-laws for SP83379 are added to as follows:

Special by-law 6

By-law Regarding Smoking

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Common Property** means the common property in strata scheme 83379;
- (b) **Lot** means a lot in strata scheme 83379;
- (c) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (d) **Smoke or Smoking** means to smoke, hold or otherwise have control over, an ignited Smoking Product; and
- (e) **Smoking Product** means any tobacco or other product that is intended to be smoked;

1.2 In this by-law, 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 Act; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2

GRANT OF RIGHTS

2.1 The Owner or Occupier must not, on the Common Property:

- (a) Smoke;
- (b) allow another person, including without limitation their invitee or employee, to Smoke; and/or
- (c) encourage another person, including without limitation their invitee or employee, to Smoke, including without limitation, by providing ashtrays, matches, lighters or any other thing that could facilitate Smoking.

2.2 The Owner or Occupier must ensure that smoke caused by Smoking within a Lot does not enter into or penetrate the Common Property or another Lot.

Special By-law 7

By-law regarding compliance with development consent conditions and environmental planning instruments etc.

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) Environmental Planning Instrument means an instrument which includes, but is not limited to, the applicable planning instruments said to apply to the Owners Corporation, and includes from time to time, any development control plan issued by the local council.
- (b) Lot means a lot in strata scheme 83379.
- (c) Owner or Occupier means the owner or occupier of a Lot from time to time.
- (d) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 83379.
- (e) Residential Tenancies Act means the Residential Tenancies Act 2010 (NSW) including any amending and replacing legislation
- (f) Short Term Letting means any arrangement by which an Owner or Occupier permits someone to occupy the Lot in return for payment of a fee other than in accordance with the Residential Tenancies Act. Short Term Letting includes holiday rentals, executive rentals, Airbnb and all types of tourist and visitor accommodation.

1.2 In this by-law 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 2015; and
- (d) references to legislation includes references to amending and replacing legislation.

2.1 An Owner or Occupier of a Lot must not permit their Lot to be utilised for Short Term Letting.

2.2 An Owner or Occupier shall not at any time breach:

- (a) any development consent condition of the Owners Corporation; and
- (b) any Environmental Planning Instrument.

Special by-law 8

Common Property Memorandum

The Owners – Strata Plan No. 83379 SPECIALLY RESOLVE pursuant to section 107 of the Strata Schemes Management Act 2015 (‘the Act’) that the Common Property Memorandum prescribed under clause 27 Strata Schemes Management Regulation 2016 be adopted as a by-law.

Common property memorandum

Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
2. Ceiling/Roof	(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner’s responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner’s responsibility) (c) guttering (d) membranes
3. Electrical	(a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
4. Entrance door	(a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic

	<p>closer</p> <p>(c) security doors, other than those installed by an owner after registration of the strata plan</p>
5. Floor	<p>(a) original floorboards or parquet flooring affixed to common property floors</p> <p>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</p> <p>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</p> <p>(d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</p>
6. General	<p>(a) common property walls</p> <p>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</p> <p>(c) any door in a common property wall (including all original door furniture)</p> <p>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</p> <p>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</p> <p>(f) ducting cover or structure covering a service that serves more than one lot or the common property</p> <p>(g) ducting for the purposes of carrying pipes servicing more than one lot</p> <p>(h) exhaust fans outside the lot</p> <p>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</p> <p>(j) letter boxes within common property</p> <p>(k) swimming pool and associated equipment</p> <p>(l) gym equipment</p>
7. Parking / Garage	<p>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</p> <p>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</p> <p>(c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</p> <p>(d) mesh between parking spaces, if shown by a thick line on the strata plan</p>
8. Plumbing	<p>(a) floor drain or sewer in common property</p> <p>(b) pipes within common property wall, floor or ceiling</p> <p>(c) main stopcock to unit</p>

	(d) storm water and on-site detention systems below ground
9. Windows	(a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
5. Floor	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquet flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher

	<ul style="list-style-type: none"> (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
7. Parking / Garage	<ul style="list-style-type: none"> (a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
8. Plumbing	<ul style="list-style-type: none"> (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	<ul style="list-style-type: none"> (a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

**THIS IS ANNEXURE "B" REFERRED TO IN CONSOLIDATION/CHANGE OF BY-LAWS
TORRENS TITLE: CP/SP83379**

Consolidated List of By-laws for SP83379

Definitions:

Common Property means the common property in the Scheme and the Owners' Corporation personal property.

Executive Committee means the executive committee of the Owners Corporation of SP83379.

Exclusive Use By-Law means the by-law granting lot owners' exclusive use and special privileges of common property according to Division 4, Chapter 2 in Part 5 of the Management Act.

Lot means a lot in the Scheme.

Management Act means the Strata Scheme Management Act 1996 (NSW).

Occupier means the occupier, lessee, or licensee of a lot

Original Owner means the person by whom the parcel the subject of this Strata Scheme, has held in fee simple at the time of registration of SP83379.

Owner means:

- (a) The owner for the time being of a lot;
- (b) If a lot is subdivided or re-subdivided, the owners for the time being of the new lots;
- (c) For an exclusive use by-law, the owners(s) benefitting from the by-law; and
- (d) A mortgagee in possession of a lot.

Owners Corporation means the Owner's Corporation for the Scheme

Parcel means the land from time to time comprising the lots and common property of SP83379.

Scheme means the Strata Scheme created upon registration of Strata Plan 83379.



The following by-laws apply to owners and occupiers of all lots in the Strata Scheme

1. Noise

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

1.2 An owner must not install or use windchimes.

2. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation, or pursuant to a by-law.

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 lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5. Damage to common property

- 5.1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- 5.2. An approval given by the owners corporation under sub-clause (1) cannot authorise any additions to the common property.
- 5.3. This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

- 5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 5.5 The owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or Structure referred to in sub-clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

6. Behaviour of owners and occupiers

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

7. Children playing on common property in building

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

8. Behaviour of invitees

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

9. Depositing rubbish and other material on common property

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

10. Hanging out of washing

An owner or occupier of a lot may not hang washing on any part of the lot including any balcony, window or terrace that will be visible from street level outside the parcel. "Washing" includes any clothing, towel, bedding or other article of a similar type.

11. Preservation of fire safety

- 11.1 The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.
- 11.2 For the purposes of preserving the fire safety of the strata plan, the owners corporation has the following additional powers, authorities, duties and functions:

- (a) the power to inspect essential services equipment;
- (b) the power to enter into arrangements with third parties to inspect essential services' equipment, and recover the costs from the respective owner/s.

12. Cleaning windows and doors

- 12.1. Except in the circumstances referred to in clause (2), 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.
- 12.2. 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.

13. Storage of inflammable liquids and other substances and materials

- 13.1. An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- 13.2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

14. Changes to floor coverings and surfaces

- 14.1. 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.
- 14.2. 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.

15. Floor coverings

- 15.1. An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- 15.2. This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

16. Garbage disposal

- 16.1. An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of

recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

- (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
- (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
- (e) must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16.2. An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16.3. An owner or occupier of a lot must

- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
- (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

16.4. The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

17. Keeping of animals

- 17.1. Subject to Section 49(4) of the Strata Schemes Management Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- 17.2. The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

18. Appearance of lot

- 18.1. The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- 18.2. This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

19. Change in use of lot to be notified

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

20. Provision of amenities or services

- 20.1. 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).
- 20.2. 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.

21. Compliance with planning and other requirements

- 21.1. The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- 21.2. 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.

22. 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.

23. Exclusive Use & Occupancy

- 23.1 The Owners for the time being of each of Lots 2, 3, 4, and 5, be entitled to the right of exclusive use and enjoyment of that portion of the Common Property being the area adjacent to the terrace area forming part of that Lot marked out in Annexure A hereto and the special privilege to have gates constructed and installed in the walls bounding such areas and fences constructed and installed to divide each area from the other and from common property, (such fences and gates to be constructed of timber slats on a metal frame to a finish that matches the adjacent timber fencing and to a height no greater than the top of the wall in which the opening exists, in the case of gates, and the top of

the wall in the case of fencing) the cost of such construction and all maintenance costs thereafter to be borne entirely by the owners.

- 23.2 The Owners for the time being of each of Lots 16, 17, 18, 19, 20 and 89 be entitled to the right of exclusive use and enjoyment of that portion of the Common Property being the area adjacent to the terrace area forming part of that Lot marked out in Annexure B hereto and the special privilege to have gates constructed and installed in the walls bounding such areas anti for Lots 16, 17, 18, 19, 20 to have fences constructed and installed to divide each area from the other and from common property, (such gates and fences to be constructed of timber slats on a metal frame to a finish that matches the adjacent timber fencing and to a height no greater than the top of the wall in which the opening exists, in the case of gates, and the top of the wall in the case of fencing) the cost of such construction and all maintenance costs thereafter to be borne entirely by the owners.
- 23.3 The Owners having a right of exclusive use and enjoyment pursuant to this By-Law will be responsible for the maintenance and upkeep of the area to which the right relates.
- 23.4 Except in relation to maintenance and upkeep of the area, the Owners to whom the rights of exclusive use and enjoyment are given by this By-Law will not be required to pay any monies to the Owners Corporation in respect of the rights or the area in respect of which the rights are given.
- 23.5 The rights of exclusive use and enjoyment given by the By-law cannot be revoked or varied except with the written consent of the Owner having the right.

24. Security

An owner, or occupier must not do anything which:

- (a) Interferes with the structural integrity of the site or any part of it;
- (b) Compromises the safety and security of owners, occupiers, guests, or any other person lawfully using the common property;
- (c) Interferes with the proper functioning of any fire-fighting equipment; or
- (d) Exposes or potentially exposes other people or the site to danger, harm, or damage.

SPECIAL BY-LAW 2

Folding Arm and/or Conservatory Awnings

Part 1: Introduction

1. This is a by-law made under the provisions of Sections 52 and 65A of the Strata Schemes Management Act 1996.
2. The effect of the by-law is to grant the Owner of each of the lots specified permission to install an "Aluxor" motorised "Discus" folding arm or conservatory awning (with fabric to be "Dickson Orchestra" Material Colour #7548); subject to the conditions specified in the by-law.
3. So far as the works involve any alteration, improvement or enhancement of the common property this by-law records the approval of the Owners Corporation in terms of Section 65A and the obligation of the Owner to maintain those works in a state of good and serviceable repair.

Part 2: Definitions & Interpretation

In this by-law:

1. "Approval of Council" means any approval the Owner is required to obtain for the Works from all relevant statutory bodies, including Council.
2. "Council" means the state or local government body or planning authority with authority to determine applications under the Environmental Planning & Assessment Act 1979;
3. "Owner" means the Owner from time to time of each of the following Lots: Lot Numbers: 21, 25, 27, 55, 62, 79, 81, 85, 86, 87 and 88.
4. "Works" means the work to have an "Aluxor" motorised folding arm or conservatory awning, with fabric to be "Dickson Orchestra" Material Colour #7548, installed to serve the balcony area of a lot.

Part 3: Grant of Special Privilege in respect of the Common Property

On the conditions set out in this by-law, each respective Owner shall have a special privilege in respect of the common property to carry out and thereafter to maintain the Works.

Part 4: Conditions required before the Works commence

1. Before commencing the Works, an Owner must provide the Owners Corporation with a copy of any requisite approval of Council.
2. Before commencing the Works, an Owner must obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably) to the proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.

Part 5: Performance of the Works

1. In carrying out the Works, an Owner must ensure compliance with all requisite approvals (including the terms of any approval given by the Owners Corporation), the Building, Code of Australia and relevant Australian Standards, must use appropriately qualified tradespeople and in the performance of work maintain the structural integrity and the integrity of waterproofing of the relevant portion of the building.
2. An Owner must ensure the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners,
3. An Owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.

4. An Owner must not perform the Works or allow them to be carried out except between the hours of 8 AM and 5 PM Monday to Friday inclusive, Saturday 8 AM to Noon (excluding in each case public holidays) or during such other times as may be approved by the Owners Corporation.

Part 6: Maintenance of the common property.

1. An Owner must maintain the Works in a state of good and serviceable repair.
2. An Owner must renew or replace the Works whenever necessary and must repair promptly any damage caused or contributed to by such work including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.
3. Subject to the terms of this by-law, any subsequent by-law or any special resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996 not to maintain a particular item of property, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the balance of the common property.

Part 7: Indemnity & Costs

Each Owner enjoying the benefit of this by-law and in respect to his or her respective lot indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works, the renewal, repair or replacement of the Works or the keeping of the Works.

Part 8: Breach of a term of the by-law

1. If an Owner fails to carry out his obligations under this by-law, the Owners Corporation may in writing request the Owner to comply with the terms of it.
2. Without prejudice to the other rights of the Owners Corporation, where an Owner fails or neglects to carry out any conditions referred to herein, then the Owners Corporation or its agents, servants or contractors may carry out such condition and may on accordance with the provisions 45f the Strata Schemes Management Act 1996) enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or owner of any part of the parcel and may recover the cost of fulfilling such conditions as a debt from the Owner.
3. Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%.
4. The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

SPECIAL BY-LAW 3

Storage Units

PART 1.1

GRANT OF POWER

In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to regulate the installation of Storage Units in the strata schema subject to the conditions in Part 3.

PART 1.2

THIS BY-LAW TO PREVAIL

If there is any inconsistency between this by-law any other by-law applicable to the strata scheme, then the provisions of this by-law shall prevail in the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the Strata Schemes Management Act, 1996 (NSW),
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) **Building** means the building situated at 4-16 Kingsway, Dee Why.
- (d) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) insurance (if necessary) under the Home Building Act, 1989; and
 - (iii) workers' compensation insurance,
- (e) **Lot** means any lot in strata plan 83379.
- (f) **Owner** means the owner of the lot from time to time.
- (g) **Owners Corporation** means the owners corporation constituted upon the registration of strata plan 83379.
- (h) **Permitted Use** means the permitted use of the Storage Unit being for storage of personal goods only.
- (i) **Services** mean any services servicing the Building, including any fire, mechanical, electrical or hydraulic services.
- (j) **Storage Unit** means a free standing over bonnet storage unit installed within the car space of the Lot and having the specifications detailed in clause 3.3 of this by-law,

2.2 Interpretation

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

- (a) the singular includes the 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 Act
- (d) references to legislation Include references to amending and replacing legislation;
- (e) where a term of the by-law is inconsistent with any by-law applicable to the Scheme.

PART 3

CONDITIONS

3.1 Installation of a Storage Unit

- (a) An Owner has the right, at his own cost, to install a Storage Unit.
- (b) An Owner shall be responsible, at its own cost, to maintain, renew, repair or replace (if necessary) the Storage Unit;
- (c) Where installation of a Storage Unit or replacement of a Storage Unit becomes necessary or desirable under this clause 3.1. the Owner with obtain the Owners Corporation's written consent prior to commencement of the installation of the Storage Unit or the commencement of the replacement of the Storage Unit, which may impose terms and conditions in relation to that installation or replacement, such terms and conditions to be at the absolute discretion of the Owners Corporation including those set out in this Part 3.
- (d) For the purposes of clauses 3.2, 3.3, 3.4, 3.5, 3.6 and 3.7 the rights, obligations and references to the installation of the Storage Unit shall also apply to the process of the replacement of the Storage Unit,

3.2 Before commencement of the installation of the Storage Unit

3.2.1 Before commencement of the installation of the Storage Unit, an Owner must

- (a) provide the following information to the Owners Corporation in respect of the proposed installation:
 - (i) a diagram depicting the make, type, height, location and area of the Storage Unit
 - (ii) colour of the Storage Unit;
 - (iii) location of the Storage Unit; and
 - (iv) the manufacturer or supplier's brochure setting out the specifications of the Storage Unit;
- (b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (c) where any Services are impacted by the proposed installation of a Storage Unit, pay on demand the Owners Corporation costs to obtain expert opinion/certification regarding the proposed installation and the extent of impact on such Services and, it relocation of any Service is possible to facilitate the proposed installation, the costs

also to effect relocation of such Services if the Owners Corporation wishes to proceed with the proposed installation;

- (d) obtain the written consent to commence the installation of the Storage Unit from the Owners Corporation;
- (e) upon being satisfied that the Owner has complied with its obligations in paragraphs (a), (b) and (c) hereof, the Owners Corporation may grant consent to the application, such consent shall not to be unreasonably withheld. In this regard, the executive committee is authorised to provide this consent on behalf of the Owners Corporation; and
- (t) effect and maintain insurance and provide a copy to the Owners Corporation.

3.3 Compliant Storage Unit

For a Storage Unit to be compliant under this by-law:

- (a) it must be an over-car bonnet freestanding style storage unit similar to 'The Box Thing' brand;
- (b) it must be in keeping with the appearance of the Building In the opinion of the Owners Corporation;
- (c) it must be installed within the Lot's car space;
- (d) must be the colour dulux pottery (beige) with a powder coated finish; and
- (e) only one (1) Storage Unit per Lot's car space is permitted.

3.4 During installation of the Storage Unit

During the process of the Installation of the Storage Unit, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the Installation is conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption;
- (d) carry out the installation between the hours of 8:30am and 5:30pm Mondays-Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- (e) perform the installation within a period of time of one (1) week from its commencement;
- (f) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of materials, equipment and debris; and
- (g) ensure that the Installation 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 In this event the Owner must rectify that Interference or damage within a reasonable period of time.

3.5 After installation of the Unit

3.5.1 After the installation of the Storage Unit is completed, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the installation works have been completed;

- (b) notify the Owners Corporation that at damage, if any, to Lot and common property caused by the installation and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation; and
- (d) 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.

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

3.6 Enduring rights and obligations

An Owner.

- (a) must maintain, upkeep and replace, if necessary, the respective Storage Unit;
- (b) must maintain, upkeep and replace, if necessary, those parts of the common property in contact with the Storage Unit;
- (c) must only use the Storage Unit for the Permitted Use. Storage of food or other perishables, flammable goods, noxious, corrosive, toxic chemicals or other hazardous or explosive substances is prohibited;
- (d) must keep the Storage Unit secure. For the avoidance of doubt, the Owners Corporation accepts no liability whatsoever for loss, theft or damage to a Storage Unit or its contents;
- (e) must keep the Storage Unit clean and tidy;
- (f) must repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Storage Unit is removed or relocated; and
- (g) indemnifies and must keep indemnified the Owners Corporation against any costs of losses arising out of the installation, use, repair, removal or replacement of any Storage Unit including any liability in respect of the property of the Owner.

3.7 Failure to comply with this by-law

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

- (a) carry out all work necessary to perform the obligation;
- (b) suspend or revoke a defaulting Owner's rights under this by-law from time to time;
- (c) recover the costs of such work from the Owner, and
- (d) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation,

3.8 Applicability

For the avoidance of doubt, this by-law applies to all Storage Units whether installed or replaced before or after this by-law being made.

SPECIAL BY-LAW 4

Lot 19 Works and Exclusive Use

A. DEFINITIONS

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

1. Words importing the singular include the plural and vice versa.
2. Words importing a gender include any gender.
3. Words defined in the Strata Schemes Management Act 1996 (NSW) have the meaning given to them in that Act.
4. "The Act" means the Strata Schemes Management Act 1996 (NSW) as amended from time to time.
5. "The Lot" means Lot 19 in Strata Plan No. 83379.
6. "The Owner" means the owner or owners from time to time of the Lot.
7. "The Floor Plan" means the copy of sheet 10 of the Strata Plan, marked "A", and annexed to this by-law.
8. "The Exclusive Use Area" means an area of approximately 1.7 square metres of common property comprising a room on the western side of the Lot marked "SE" on the Strata Plan and shaded and marked on the Floor Plan. The Exclusive Use Area shall extend to the inner surface of the walls, floor, and ceiling of that room.
9. "The Works" means the following works to be carried out within the Lot and the Exclusive Use Area, in accordance with the constructions plans dated 3 July 2015, marked "B", and annexed to the notice of meeting at which this motion is to be considered:
 - (a) the demolition of the two existing walls between the Lot and the Exclusive Use Area (being the eastern and southern walls of the common property room);
 - (b) the installation of an internal lightweight framed, flush plasterboard lined wall to the door opening between the Exclusive Use Area and the common property corridor;
 - (c) the installation of a new lightweight partition wall between the Exclusive Use Area and the laundry of the Lot;
 - (d) the installation of a suspended ceiling on metal tracks within the Exclusive Use Area;
 - (e) the connection of the electricity services in the Exclusive Use Area to those of the Lot and the installation of a down light;
 - (f) the removal and replacement of the existing floor tiles in the Exclusive Use Area; and
 - (g) the installation of new skirting in the Exclusive Use Area.

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- (a) a right of exclusive use and enjoyment of the Exclusive Use Area;

- (b) a special privilege in respect of the common property to attach and affix the Works to and on the common property and keep them so attached and affixed; and
- (c) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by the Works.

C. CONDITIONS

Repairs and Maintenance

- 1. Subject to the conditions of this by-law, any other by-laws and any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
- 2. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.
- 3. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.
- 4. The Owner must properly maintain and keep the Exclusive Use Area in a state of good and serviceable repair.

Before the Works

- 5. Before starting the Works, the Owner must provide the Owners Corporation with:
 - (a) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
 - (b) 5 days' notice in writing prior to the date of commencement of the Works;
 - (c) if the Works are an exempt development within the meaning of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, a copy of any requisite approval of the local Council, and for that purpose, the Owners Corporation shall execute under seal any application required to be lodged by the Owner under the Environmental Planning & Assessment Act 1979 provided such development application seeks approval of the Works as defined in clause A9 above; and
 - (d) \$5,408 in compensation, payable to The Owners — Strata Plan No. 83379, within 30 days of the registration of this by-law.

Performance of Works

- 6. In performing the Works, the Owner must:
 - (a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skillful manner;
 - (b) comply with the Building Code of Australia and all pertinent Australian Standards;
 - (c) comply with all conditions and requirements of the local Council (if any);

- (d) not allow the obstruction of reasonable use of the common property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;
- (e) transport all building materials, equipment, debris and other material through the common property as reasonably directed by the Owners Corporation;
- (f) protect all areas of the building outside the Lot from damage by the Works or by the transportation of building materials, equipment and debris;
- (g) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (h) only perform the Works between the hours of 7:30 am and 5:30 pm from Monday to Friday and between 8:00 am and 1:00 pm on Saturday (excluding public holidays);
- (i) remove all debris generated by the Works from the common property at the conclusion of each day during which the Works are being carried out; and
- (j) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins.

Use of the Exclusive Use Area

- 7. The Owner shall use the Exclusive Use Area for residential purposes in connection with and ancillary to the use of the Lot.
- 8. The Owner, at his or her own expense, must comply with any requirement or order of the local Council, other statutory authority, or Tribunal or Court having jurisdiction, relating to the Exclusive Use Area.

Damage

- 9. The Owner must repair promptly any damage caused or contributed to by the Works or by the repair, maintenance, renewal or replacement of the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

Indemnity

- 10. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.
- 11. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the use of the Exclusive Use Area.

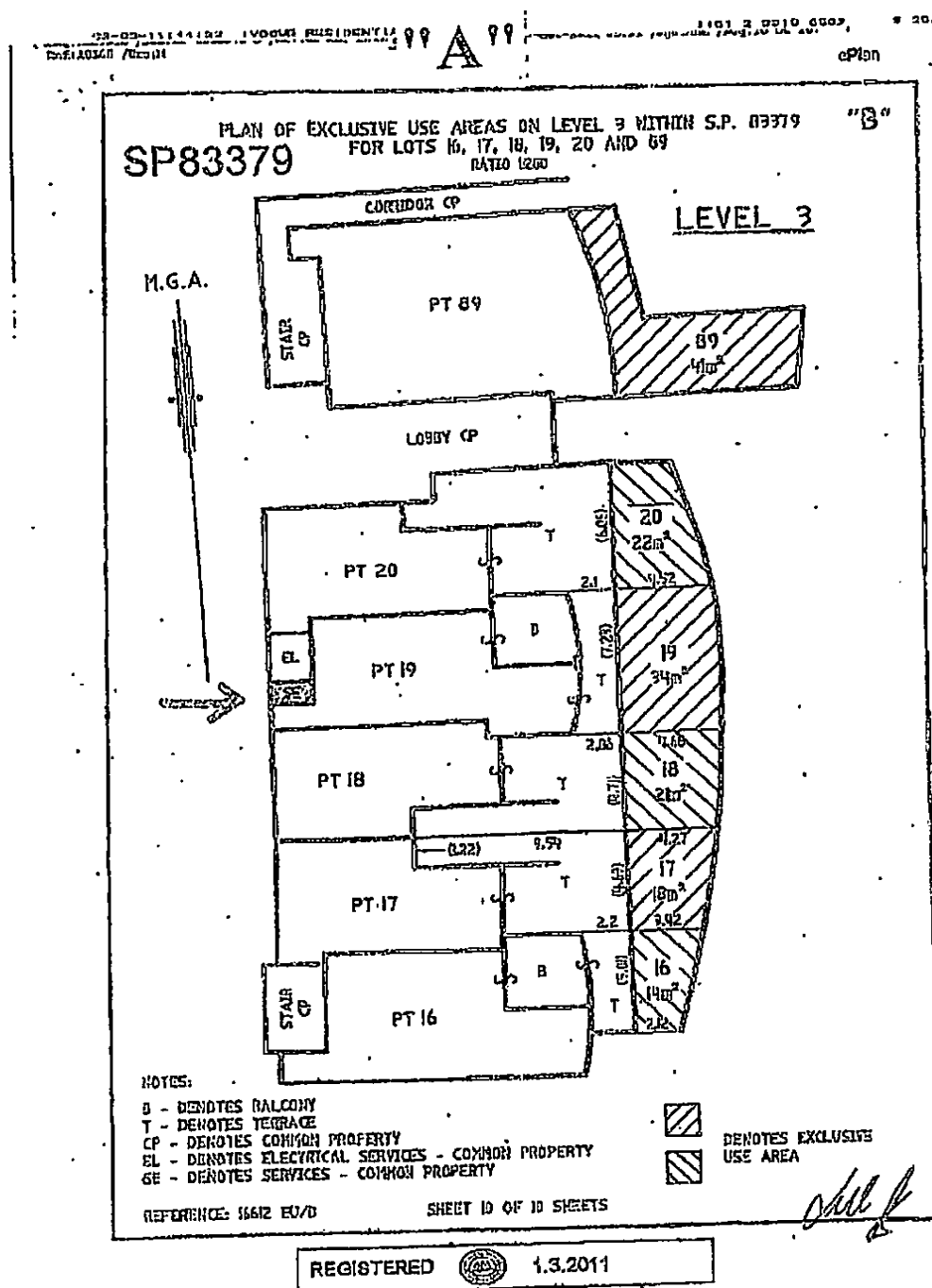
Right to Remedy Default

- 12. If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner.
- 13. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lots for the purpose of carrying out the work referred to in clause 12 above.

14. All costs payable by the Owner pursuant to clause 12 above, shall be payable as a debt clue to the Owners Corporation.

Costs of by-law

15. The Owner must pay for the preparation, making and registration of this by-law.



SPECIAL BY-LAW 5.

The Owners Corporation having given authority pursuant to s.65A(1) of the Strata Schemes Management Act 1996 to the owner of Lot 75 to add to, to alter and to erect new structures on the common property by undertaking the installation of a skylight to serve the lot ("the skylight"),

the owner for the time being of Lot 75 ("the owner");

- (i) Shall be responsible for the ongoing maintenance of the skylight; and
- (ii) Must repair, renew and replace the skylight when necessary.

Schedule of Conditions

In this Schedule:

- (a) the installation of the skylight authorised by this resolution is referred to as "the works";
- (b) the owner of Lot 75 is referred to as "the owner".

Before The Works

1. Before staffing the works, the owner must obtain the written approval of the Owners Corporation (which may not be withheld unreasonably and which may be conditional) of the works, including the design, specifications, materials, colour, location and manner of installation of the skylight.

The Works

2. In undertaking the works, the owner must by himself, his agents, servants and contractors:-
 - (i) use best-quality and appropriate materials, in a proper and skillful manner;
 - (ii) comply with the Building Code of Australia, all pertinent Australian Standards and all conditions and requirements of the local Council;
 - (iii) comply with the terms of any approval given by the Owners Corporation under these conditions;
 - (iv) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common areas of the strata scheme; and
 - (v) comply with any reasonable requirement of the Owners Corporation concerning:
 - (a) the means of entering and leaving the building for tradespeople, building materials, tools and debris; or
 - (b) storage of materials and debris.
3. The owner may make changes to the plans and specifications for the works as approved in accordance with these conditions with the prior written consent of the local Council (if required) and the Owners Corporation.

Damage

4. The owner must repair promptly any damage caused or contributed to by the works, including damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.

Costs

5. The owner-must-meet all-reasonable-expenses-of the-Owners-Corporation incurred in the preparation, making and registration of the by-law referred to in paragraph 3 of this resolution.

Special by-law 6

By-law Regarding Smoking

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Common Property** means the common property in strata scheme 83379;
- (b) **Lot** means a lot in strata scheme 83379;
- (c) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (d) **Smoke or Smoking** means to smoke, hold or otherwise have control over, an ignited Smoking Product; and
- (e) **Smoking Product** means any tobacco or other product that is intended to be smoked;

1.2 In this by-law, 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 Act; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2

GRANT OF RIGHTS

2.1 The Owner or Occupier must not, on the Common Property:

- (a) Smoke;
- (b) allow another person, including without limitation their invitee or employee, to Smoke; and/or
- (c) encourage another person, including without limitation their invitee or employee, to Smoke, including without limitation, by providing ashtrays, matches, lighters or any other thing that could facilitate Smoking.

2.2 The Owner or Occupier must ensure that smoke caused by Smoking within a Lot does not enter into or penetrate the Common Property or another Lot.

Special By-law 7

By-law regarding compliance with development consent conditions and environmental planning instruments etc.

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) Environmental Planning Instrument means an instrument which includes, but is not limited to, the applicable planning instruments said to apply to the Owners Corporation, and includes from time to time, any development control plan issued by the local council.
- (b) Lot means a lot in strata scheme 83379.
- (c) Owner or Occupier means the owner or occupier of a Lot from time to time.
- (d) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 83379.
- (e) Residential Tenancies Act means the Residential Tenancies Act 2010 (NSW) including any amending and replacing legislation
- (f) Short Term Letting means any arrangement by which an Owner or Occupier permits someone to occupy the Lot in return for payment of a fee other than in accordance with the Residential Tenancies Act. Short Term Letting includes holiday rentals, executive rentals, Airbnb and all types of tourist and visitor accommodation.

1.2 In this by-law 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 2015; and
- (d) references to legislation includes references to amending and replacing legislation.

2.1 An Owner or Occupier of a Lot must not permit their Lot to be utilised for Short Term Letting.

2.2 An Owner or Occupier shall not at any time breach:

- (a) any development consent condition of the Owners Corporation; and
- (b) any Environmental Planning Instrument.

Special by-law 8

Common Property Memorandum

The Owners – Strata Plan No. 83379 SPECIALLY RESOLVE pursuant to section 107 of the Strata Schemes Management Act 2015 (‘the Act’) that the Common Property Memorandum prescribed under clause 27 Strata Schemes Management Regulation 2016 be adopted as a by-law.

Common property memorandum

Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
2. Ceiling/Roof	(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner’s responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner’s responsibility) (c) guttering (d) membranes
3. Electrical	(a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
4. Entrance door	(a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic

	<p>closer</p> <p>(c) security doors, other than those installed by an owner after registration of the strata plan</p>
5. Floor	<p>(a) original floorboards or parquet flooring affixed to common property floors</p> <p>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</p> <p>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</p> <p>(d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</p>
6. General	<p>(a) common property walls</p> <p>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</p> <p>(c) any door in a common property wall (including all original door furniture)</p> <p>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</p> <p>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</p> <p>(f) ducting cover or structure covering a service that serves more than one lot or the common property</p> <p>(g) ducting for the purposes of carrying pipes servicing more than one lot</p> <p>(h) exhaust fans outside the lot</p> <p>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</p> <p>(j) letter boxes within common property</p> <p>(k) swimming pool and associated equipment</p> <p>(l) gym equipment</p>
7. Parking / Garage	<p>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</p> <p>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</p> <p>(c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</p> <p>(d) mesh between parking spaces, if shown by a thick line on the strata plan</p>
8. Plumbing	<p>(a) floor drain or sewer in common property</p> <p>(b) pipes within common property wall, floor or ceiling</p> <p>(c) main stopcock to unit</p>

	(d) storm water and on-site detention systems below ground
9. Windows	(a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

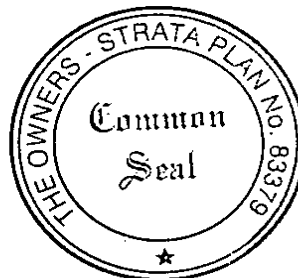
Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
5. Floor	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquet flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher

	<ul style="list-style-type: none"> (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
7. Parking / Garage	<ul style="list-style-type: none"> (a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
8. Plumbing	<ul style="list-style-type: none"> (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	<ul style="list-style-type: none"> (a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

EXECUTION CLAUSE FOR EXECUTION BY MANAGING AGENT:

THE COMMON SEAL OF THE OWNERS –
 STRATA PLAN NO. 83379 was hereunto affixed in
 the presence of the following being the person
 authorised by section 273 of the *Strata Schemes
 Management Act 2015* to attest the affixing of the
 seal.



[Handwritten Signature]

Signature

CHRIS MILLER

Full name

16 August 2017

Date

As duly authorised officer of the Strata Managing
 Agent, Mason and Brophy Strata Management Pty
 Ltd (ACN 051 077 055).

EXECUTION CLAUSE FOR EXECUTION BY LOT OWNERS OR EXECUTION BY COMMITTEE MEMBERS:

THE COMMON SEAL OF THE OWNERS –
 STRATA PLAN NO. 83379 was hereunto affixed in
 the presence of the following being the person(s)
 authorised by section 273 of the *Strata Schemes
 Management Act 2015* to attest the affixing of the
 seal.

Signature

Signature

Full name

Full name

Role

Role

Date

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.~~

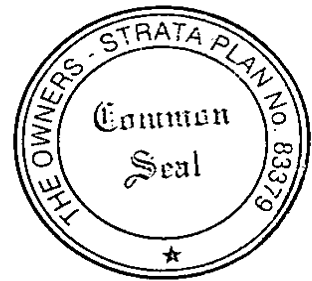
The seal of The Owners - Strata Plan No 83379 was affixed on ^ 16 AUGUST 2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: CHRIS MILLER Authority: STRATA MANAGING AGENT
MASON AND BROPHY STRATA MANAGEMENT P/L

Signature: Name: Authority:

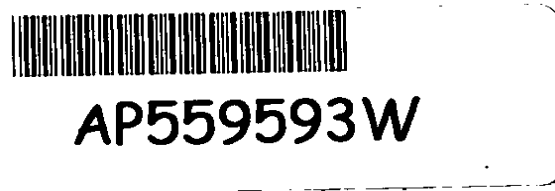
^ Insert appropriate date

* Strike through if inapplicable.



Form: 15CH
Release: 2-1

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



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/SP83379				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box 1W</td><td>Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E) Reference: BLA/2339</td></tr></table>	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E) Reference: BLA/2339	<table border="1"><tr><td>CODE CH</td></tr></table>	CODE CH
Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E) Reference: BLA/2339				
CODE CH					

- (C) The Owners-Strata Plan No. 83379 certify that a special resolution was passed on 28/3/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No.
Added by-law No. Special By-law No.9 & 10
Amended by-law No.
as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 83379 which includes new Added Special By-law No.9 & 10 starting from Page 24 of 41 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1
- (G) The seal of The Owners-Strata Plan No. 83379 was affixed on 18/09/2019 in the presence of the following person(s) authorised by section 225 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

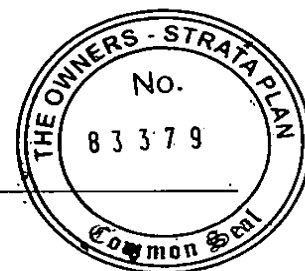
Authority:

TREBOR BRIGHT
STRATA MANAGING AGENT

Signature:

Name:

Authority:



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 83379

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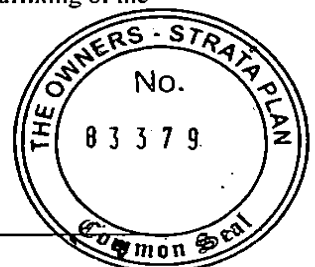
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The seal of The Owners-Strata Plan No 83379 was affixed on 18/09/2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): TREVA

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

Authority: STRATA MANAGING AGENT



Definitions:

Common Property means the common property in the Scheme and the Owners' Corporation personal property.

Executive Committee means the executive committee of the Owners Corporation of SP83379.

Exclusive Use By-Law means the by-law granting lot owners' exclusive use and special privileges of common property according to Division 4, Chapter 2 in Part 5 of the Management Act.

Lot means a lot in the Scheme.

Management Act means the *Strata Scheme Management Act 1996 (NSW)*.

Occupier means the occupier, lessee, or licensee of a lot

Original Owner means the person by whom the parcel the subject of this Strata Scheme, has held in fee simple at the time of registration of SP83379.

Owner means:

- (a) The owner for the time being of a lot;
- (b) If a lot is subdivided or re-subdivided, the owners for the time being of the new lots;
- (c) For an exclusive use by-law, the owners(s) benefitting from the by-law; and
- (d) A mortgagee in possession of a lot.

Owners Corporation means the Owner's Corporation for the Scheme.

Parcel means the land from time to time comprising the lots and common property of SP83379.

Scheme means the Strata Scheme created upon registration of Strata Plan 83379.

1 Noise

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

1.2 An owner must not install or use windchimes.

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation, or pursuant to a by-law.

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 Lawns and Plants on Common Property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

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

5 Damage to Common Property

- 5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- 5.2 An approval given by the owners corporation under sub-clause (1) cannot authorise any additions to the common property.
- 5.3 This by-law does not prevent an owner or person authorised by an owner from installing:
- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- 5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 5.5 The owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in sub-clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of Owners and Occupiers

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

7 Children Playing on Common Property in Building

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

8 Behaviour of Invitees

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

9 Depositing Rubbish and Other Material on Common Property

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

10 Hanging out of washing

An owner or occupier of a lot may not hang washing on any part of the lot including any balcony, window or terrace that will be visible from street level outside the parcel. "Washing" includes any clothing, towel, bedding or other article of a similar type.

11 Preservation of fire safety

11.1 The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11.2 For the purposes of preserving the fire safety of the strata plan, the owners corporation has the following additional powers, authorities, duties and functions:

- (a) the power to inspect essential services equipment;
- (b) the power to enter into arrangements with third parties to inspect essential services' equipment, and recover the costs from the respective owner/s.

12 Cleaning Windows and Doors

12.1 Except in the circumstances referred to in clause (2), 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.

12.2 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.

13 Storage of Inflammable Liquids and Other Substances and Materials

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

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

14 Changes to Floor Coverings and Surfaces

14.1 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.

14.2 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.

15 Floor Coverings

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

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

16 Garbage Disposal

16.1 An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

TB

- (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
- (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
- (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
- (e) must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16.2 An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16.3 An owner or occupier of a lot must:

- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
- (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

17 Keeping of Animals

- 17.1 Subject to Section 49(4) of the *Strata Schemes Management Act*, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- 17.2 The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

18 Appearance of Lot

- 18.1 The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- 18.2 This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

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19 Change in Use of Lot to be Notified

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

20 Provision of Amenities or Services

20.1 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).

20.2 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.

21 Compliance with Planning and Other Requirements

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

21.2 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.

22 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.

23 Exclusive Use & Occupancy

23.1 The Owners for the time being of each of Lots 2, 3, 4, and 5, be entitled to the right of exclusive use and enjoyment of that portion of the Common Property being the area adjacent to the terrace area forming part of that Lot marked out in Annexure A hereto and the special privilege to have gates constructed and installed in the walls bounding such areas and fences constructed and installed to divide each area from the other and from common property, (such fences and gates to be constructed of timber slats on a metal frame to a finish that matches the adjacent timber fencing and to a height no greater than the top of the wall in which the opening exists, in the case of gates, and the top of the wall in the case of fencing) the cost of such construction and all maintenance costs thereafter to be borne entirely by the owners.

23.2 The Owners for the time being of each of Lots 16, 17, 18, 19, 20 and 89 be entitled to the right of exclusive use and enjoyment of that portion of the Common Property being the area adjacent to the terrace area forming part of that Lot marked out in Annexure B hereto and the special privilege to have gates constructed and installed in the walls bounding such areas anti for Lots 16, 17, 18, 19, 20 to have fences constructed and installed to divide each area from the other and from common property, (such gates and fences to be constructed of timber slats on a metal frame to a finish that matches the adjacent timber fencing and to a height no greater than the top of the wall in which the opening exists, in the case of gates, and the top of the wall in the case of fencing) the cost of such construction and all maintenance costs thereafter to be borne entirely by the owners.

23.3 The Owners having a right of exclusive use and enjoyment pursuant to this By-Law will be responsible for the maintenance and upkeep of the area to which the right relates.

23.4 Except in relation to maintenance and upkeep of the area, the Owners to whom the rights of exclusive use and enjoyment are given by this By-Law will not be required to pay any monies to the Owners Corporation in respect of the rights or the area in respect of which the rights are given.

23.5 The rights of exclusive use and enjoyment given by the By-law cannot be revoked or varied except with the written consent of the Owner having the right.

24 Security

An owner, or occupier must not do anything which:

- (a) Interferes with the structural integrity of the site or any part of it;
- (b) Compromises the safety and security of owners, occupiers, guests, or any other person lawfully using the common property;
- (c) Interferes with the proper functioning of any fire-fighting equipment; or
- (d) Exposes or potentially exposes other people or the site to danger, harm, or damage.

SPECIAL BY-LAW 2 – Folding Arm and/or Conservatory Awnings

Part 1: Introduction

- 1. This is a by-law made under the provisions of Sections 52 and 65A of the *Strata Schemes Management Act 1996*.
- 2. The effect of the by-law is to grant the Owner of each of the lots specified permission to install an "Aluxor" motorised "Discus" folding arm or conservatory awning (with fabric to be "Dickson Orchestra" Material Colour #7548); subject to the conditions specified in the by-law.
- 3. So far as the works involve any alteration, improvement or enhancement of the common property this by-law records the approval of the Owners Corporation in terms of Section 65A and the obligation of the Owner to maintain those works in a state of good and serviceable repair.

Part 2: Definitions & Interpretation

In this by-law:

- 1. "Approval of Council" means any approval the Owner is required to obtain for the Works from all relevant statutory bodies, including Council.
- 2. "Council" means the state or local government body or planning authority with authority to determine applications under the *Environmental Planning & Assessment Act 1979*;
- 3. "Owner" means the Owner from time to time of each of the following Lots: Lot Numbers: 21, 25, 27, 55, 62, 79, 81, 85, 86, 87 and 88.
- 4. "Works" means the work to have an "Aluxor" motorised folding arm or conservatory awning, with fabric to be "Dickson Orchestra" Material Colour #7548, installed to serve the balcony area of a lot.

Part 3: Grant of Special Privilege in respect of the Common Property

On the conditions set out in this by-law, each respective Owner shall have a special privilege in respect of the common property to carry out and thereafter to maintain the Works.

Part 4: Conditions required before the Works commence

- 1. Before commencing the Works, an Owner must provide the Owners Corporation with a copy of any requisite approval of Council.

2. Before commencing the Works, an Owner must obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably) to the proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.

Part 5: Performance of the Works

1. In carrying out the Works, an Owner must ensure compliance with all requisite approvals (including the terms of any approval given by the Owners Corporation), the Building, Code of Australia and relevant Australian Standards, must use appropriately qualified tradespeople and in the performance of work maintain the structural integrity and the integrity of waterproofing of the relevant portion of the building.
2. An Owner must ensure the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners,
3. An Owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.
4. An Owner must not perform the Works or allow them to be carried out except between the hours of a 8 AM and 5 PM Monday to Friday inclusive, Saturday 8 AM to Noon (excluding in each case public holidays) or during such other times as may be approved by the Owners Corporation.

Part 6: Maintenance of the common property

1. An Owner must maintain the Works in a state of good and serviceable repair.
2. An Owner must renew or replace the Works whenever necessary and must repair promptly any damage caused or contributed to by such work including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.
3. Subject to the terms of this by-law, any subsequent by-law or any special resolution of the Owners Corporation under Section 62(3) of the *Strata Schemes Management Act 1996* not to maintain a particular item of property, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the balance of the common property.

Part 7: Indemnity & Costs

Each Owner enjoying the benefit of this by-law and in respect to his or her respective lot indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works, the renewal, repair or replacement of the Works or the keeping of the Works.

Part 8: Breach of a term of the by-law

1. If an Owner fails to carry out his obligations under this by-law, the Owners Corporation may in writing request the Owner to comply with the terms of it.
2. Without prejudice to the other rights of the Owners Corporation, where an Owner fails or neglects to carry out any conditions referred to herein, then the Owners Corporation or its agents, servants or contractors may carry out such condition and may on accordance with the provisions 45f the Strata Schemes Management Act 1996) enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or owner of any part of the parcel and may recover the cost of fulfilling such conditions as a debt from the Owner.
3. Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%.
4. The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

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SPECIAL BY-LAW 3 – Storage Units

PART 1.1

GRANT OF POWER

In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to regulate the installation of Storage Units in the strata schema subject to the conditions in Part 3.

PART 1.2

THIS BY-LAW TO PREVAIL

If there is any inconsistency between this by-law any other by-law applicable to the strata scheme, then the provisions of this by-law shall prevail in the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the Strata Schemes Management Act, 1996 (NSW),
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) **Building** means the building situated at 4-16 Kingsway, Dee Why.
- (d) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) insurance (if necessary) under the Home Building Act, 1989; and
 - (iii) workers' compensation insurance,
- (e) **Lot** means any lot in strata plan 83379.
- (f) **Owner** means the owner of the lot from time to time.
- (g) **Owners Corporation** means the owners corporation constituted upon the registration of strata plan 83379.
- (h) **Permitted Use** means the permitted use of the Storage Unit being for storage of personal goods only.
- (i) **Services** mean any services servicing the Building, including any fire, mechanical, electrical or hydraulic services.
- (j) **Storage Unit** means a free standing over bonnet storage unit installed within the car space of the Lot and having the specifications detailed in clause 3.3 of this by-law,

2.2 Interpretation

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

- (a) the singular includes the 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 Act
- (d) references to legislation include references to amending and replacing legislation;
- (e) where a term of the by-law is inconsistent with any by-law applicable to the Scheme.

PART 3

CONDITIONS

3.1 Installation of a Storage Unit

- (a) An Owner has the right, at his own cost, to install a Storage Unit.
- (b) An Owner shall be responsible, at its own cost, to maintain, renew, repair or replace (if necessary) the Storage Unit;
- (c) Where installation of a Storage Unit or replacement of a Storage Unit becomes necessary or desirable under this clause 3.1. the Owner with obtain the Owners Corporation's written consent prior to commencement of the installation of the Storage Unit or the commencement of the replacement of the Storage Unit, which may impose terms and conditions in relation to that installation or replacement, such terms and conditions to be at the absolute discretion of the Owners Corporation including those set out in this Part 3.
- (d) For the purposes of clauses 3.2, 3.3, 3.4, 3.5, 3.6 and 3.7 the rights, obligations and references to the installation of the Storage Unit shall also apply to the process of the replacement of the Storage Unit,

3.2 Before commencement of the installation of the Storage Unit

3.2.1 Before commencement of the installation of the Storage Unit, an Owner must:

- (a) provide the following information to the Owners Corporation in respect of the proposed installation:
 - (i) a diagram depicting the make, type, height, location and area of the Storage Unit
 - (ii) colour of the Storage Unit;
 - (iii) location of the Storage Unit; and
 - (iv) the manufacturer or supplier's brochure setting out the specifications of the Storage Unit;
- (b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (c) where any Services are impacted by the proposed installation of a Storage Unit, pay on demand the Owners Corporation costs to obtain expert opinion/certification regarding the proposed installation and the extent of impact on such Services and, if relocation of any Service is possible to facilitate the proposed installation, the costs also to effect relocation of such Services if the Owners Corporation wishes to proceed with the proposed installation;
- (d) obtain the written consent to commence the installation of the Storage Unit from the Owners Corporation;
- (e) upon being satisfied that the Owner has complied with its obligations in paragraphs (a), (b) and (c) hereof, the Owners Corporation may grant consent to the application, such consent shall not to be unreasonably withheld. In this regard, the executive committee is authorised to provide this consent on behalf of the Owners Corporation; and

- (f) effect and maintain insurance and provide a copy to the Owners Corporation.

3.3 Compliant Storage Unit

For a Storage Unit to be compliant under this by-law:

- (a) it must be an over-car bonnet freestanding style storage unit similar to The Box Thing' brand;
- (b) it must be in keeping with the appearance of the Building in the opinion of the Owners Corporation;
- (c) it must be installed within the Lot's car space;
- (d) must be the colour dulux pottery (beige) with a powder coated finish; and
- (e) only one (1) Storage Unit per Lot's car space is permitted.

3.4 During installation of the Storage Unit

During the process of the installation of the Storage Unit, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption;
- (d) carry out the installation between the hours of 8:30am and 5:30pm Mondays-Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- (e) perform the installation within a period of time of one (1) week from its commencement;
- (f) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of materials, equipment and debris; and
- (g) ensure that the installation 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 in this event the Owner must rectify that interference or damage within a reasonable period of time.

3.5 After installation of the Unit

3.5.1 After the installation of the Storage Unit is completed, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the installation works have been completed;
- (b) notify the Owners Corporation that at damage, if any, to Lot and common property caused by the installation and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation; and
- (d) 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.

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

3.6 Enduring rights and obligations

An Owner:

- (a) must maintain, upkeep and replace, if necessary, the respective Storage Unit;
- (b) must maintain, upkeep and replace, if necessary, those parts of the common property in contact with the Storage Unit;
- (c) must only use the Storage Unit for the Permitted Use. Storage of food or other perishables, flammable goods, noxious, corrosive, toxic chemicals or other hazardous or explosive substances is prohibited;
- (d) must keep the Storage Unit secure. For the avoidance of doubt, the Owners Corporation accepts no liability whatsoever for loss, theft or damage to a Storage Unit or its contents;
- (e) must keep the Storage Unit clean and tidy;
- (f) must repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Storage Unit is removed or relocated; and
- (g) indemnifies and must keep indemnified the Owners Corporation against any costs of losses arising out of the installation, use, repair, removal or replacement of any Storage Unit including any liability in respect of the property of the Owner.

3.7 Failure to comply with this by-law

If an Owner falls to comply with any obligation under this by-law the Owners Corporation:

- (a) carry out all work necessary to perform the obligation;
- (b) suspend or revoke a defaulting Owner's rights under this by-law from time to time;
- (c) recover the costs of such work from the Owner, and
- (d) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation,

3.8 Applicability

For the avoidance of doubt, this by-law applies to all Storage Units whether installed or replaced before or after this by-law being made.

SPECIAL BY-LAW 4 – Lot 19 Works and Exclusive Use

A. DEFINITIONS

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

- 1. Words importing the singular include the plural and vice versa.
- 2. Words importing a gender include any gender.
- 3. Words defined in the Strata Schemes Management Act 1996 (NSW) have the meaning given to them in that Act.
- 4. "The Act" means the Strata Schemes Management Act 1996 (NSW) as amended from time to time.
- 5. "The Lot" means Lot 19 in Strata Plan No. 83379.
- 6. "The Owner" means the owner or owners from time to time of the Lot.

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7. "The Floor Plan" means the copy of sheet 10 of the Strata Plan, marked "A", and annexed to this by-law.
8. "The Exclusive Use Area" means an area of approximately 1.7 square metres of common property comprising a room on the western side of the Lot marked "SE" on the Strata Plan and shaded and marked on the Floor Plan. The Exclusive Use Area shall extend to the inner surface of the walls, floor, and ceiling of that room.
9. "The Works" means the following works to be carried out within the lot and the Exclusive Use Area, in accordance with the constructions plans dated 3 July 2015, marked "B", and annexed to the notice of meeting at which this motion is to be considered:
 - (a) the demolition of the two existing walls between the lot and the Exclusive Use Area (being the eastern and southern walls of the common property room);
 - (b) the installation of an internal lightweight framed, flush plasterboard lined wall to the door opening between the Exclusive Use Area and the common property corridor;
 - (c) the installation of a new lightweight partition wall between the Exclusive Use Area and the laundry of the Lot;
 - (d) the installation of a suspended ceiling on metal tracks within the Exclusive Use Area;
 - (e) the connection of the electricity services in the Exclusive Use Area to those of the Lot and the installation of a down light;
 - (f) the removal and replacement of the existing floor tiles in the Exclusive Use Area; and
 - (g) the installation of new skirting in the Exclusive Use Area.

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- (a) a right of exclusive use and enjoyment of the Exclusive Use Area;
- (b) a special privilege in respect of the common property to attach and affix the Works to and on the common property and keep them so attached and affixed; and
- (c) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by the Works.

C. CONDITIONS

Repairs and Maintenance

1. Subject to the conditions of this by-law, any other by-laws and any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
2. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.
3. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.
4. The Owner must properly maintain and keep the Exclusive Use Area in a state of good and serviceable repair.

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Before the Works

5. Before starting the Works, the Owner must provide the Owners Corporation with:
- (a) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
 - (b) 5 days' notice in writing prior to the date of commencement of the Works;
 - (c) if the Works are an exempt development within the meaning of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, a copy of any requisite approval of the local Council, and for that purpose, the Owners Corporation shall execute under seal any application required to be lodged by the Owner under the Environmental Planning & Assessment Act 1979 provided such development application seeks approval of the Works as defined in clause A9 above; and
 - (d) \$5,408 in compensation, payable to The Owners - Strata Plan No. 83379, within 30 days of the registration of this by-law.

Performance of Works

6. In performing the Works, the Owner must:
- (a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skillful manner;
 - (b) comply with the Building Code of Australia and all pertinent Australian Standards;
 - (c) comply with all conditions and requirements of the local Council (if any);
 - (d) not allow the obstruction of reasonable use of the common property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;
 - (e) transport all building materials, equipment, debris and other material through the common property as reasonably directed by the Owners Corporation;
 - (f) protect all areas of the building outside the Lot from damage by the Works or by the transportation of building materials, equipment and debris;
 - (g) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
 - (h) only perform the Works between the hours of 7:30 am and 5:30 pm from Monday to Friday and between 8:00 am and 1:00 pm on Saturday (excluding public holidays);
 - (i) remove all debris generated by the Works from the common property at the conclusion of each day during which the Works are being carried out; and
 - (j) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins,

Use of the Exclusive Use Area

7. The Owner shall use the Exclusive Use Area for residential purposes in connection with and ancillary to the use of the Lot.
8. The Owner, at his or her own expense, must comply with any requirement or order of the local Council, other statutory authority, or Tribunal or Court having jurisdiction, relating to the Exclusive Use Area.

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Damage

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

Indemnity

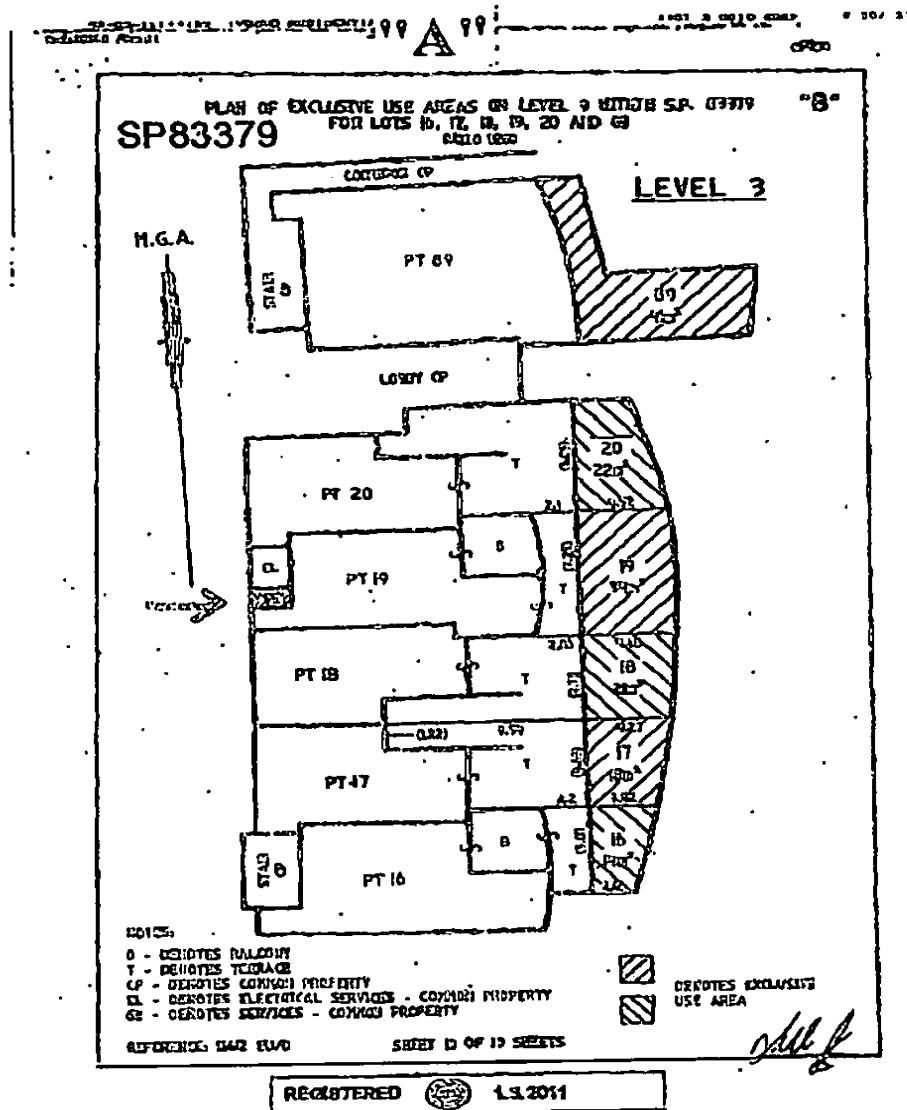
10. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.
11. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the use of the Exclusive Use Area.

Right to Remedy Default

12. If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner.
13. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lots for the purpose of carrying out the work referred to in clause 12 above.
14. All costs payable by the Owner pursuant to clause 12 above, shall be payable as a debt due to the Owners Corporation.

Costs of by-law

15. The Owner must pay for the preparation, making and registration of this by-law.



SPECIAL BY-LAW 5

The Owners Corporation having given authority pursuant to s.65A(1) of the Strata Schemes Management Act 1996 to the owner of Lot 75 to add to, to alter and to erect new structures on the common property by undertaking the installation of a skylight to serve the lot ("the skylight"),

the owner for the time being of Lot 75 ("the owner");

- (i) Shall be responsible for the ongoing maintenance of the skylight; and
- (ii) Must repair, renew and replace the skylight when necessary.

Schedule of Conditions

In this Schedule:

- (a) the installation of the skylight authorised by this resolution is referred to as "the works";
- (b) the owner of Lot 75 is referred to as "the owner".

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Before the Works

1. Before staffing the works, the owner must obtain the written approval of the Owners Corporation (which may not be withheld unreasonably and which may be conditional) of the works, including the design, specifications, materials, colour, location and manner of installation of the skylight.

The Works

2. In undertaking the works, the owner must by himself, his agents, servants and contractors:-
 - (i) use best-quality and appropriate materials, in a proper and skillful manner;
 - (ii) comply with the Building Code of Australia, all pertinent Australian Standards and all conditions and requirements of the local Council;
 - (iii) comply with the terms of any approval given by the Owners Corporation under these conditions;
 - (iv) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common areas of the strata scheme; and
 - (v) comply with any reasonable requirement of the Owners Corporation concerning:
 - (a) the means of entering and leaving the building for tradespeople, building materials, tools and debris; or
 - (b) storage of materials and debris.
3. The owner may make changes to the plans and specifications for the works as approved in accordance with these conditions with the prior written consent of the local Council (if required) and the Owners Corporation.

Damage

4. The owner must repair promptly any damage caused or contributed to by the works, including damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.

Costs

5. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of the by-law referred to in paragraph 3 of this resolution.

SPECIAL BY-LAW 6 – By-law Regarding Smoking

PART 1

DEFINITIONS & INTERPRETATION

- 1.1 In this by-law:
 - (a) **Common Property** means the common property in strata scheme 83379;
 - (b) **Lot** means a lot in strata scheme 83379;
 - (c) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
 - (d) **Smoke or Smoking** means to smoke, hold or otherwise have control over, an ignited Smoking Product; and
 - (e) **Smoking Product** means any tobacco or other product that is intended to be smoked;

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1.2 In this by-law, 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 Act; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2

GRANT OF RIGHTS

2.1 The Owner or Occupier must not, on the Common Property:

- (a) Smoke;
- (b) allow another person, including without limitation their invitee or employee, to Smoke; and/or
- (c) encourage another person, including without limitation their invitee or employee, to Smoke, including without limitation, by providing ashtrays, matches, lighters or any other thing that could facilitate Smoking.

2.2 The Owner or Occupier must ensure that smoke caused by Smoking within a Lot does not enter into or penetrate the Common Property or another Lot.

SPECIAL BY-LAW 7 – By-Law Regarding Compliance with Development Consent Conditions and Environmental Planning Instruments etc.

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Environmental Planning Instrument** means an instrument which includes, but is not limited to, the applicable planning instruments said to apply to the Owners Corporation, and includes from time to time, any development control plan issued by the local council.
- (b) **Lot** means a lot in strata scheme 83379.
- (c) **Owner or Occupier** means the owner or occupier of a lot from time to time.
- (d) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 83379.
- (e) **Residential Tenancies Act** means the Residential Tenancies Act 2010 (NSW) including any amending and replacing legislation
- (f) **Short Term letting** means any arrangement by which an Owner or Occupier permits someone to occupy the Lot in return for payment of a fee other than in accordance with the Residential Tenancies Act. Short Term letting includes holiday rentals, executive rentals, Airbnb and all types of tourist and visitor accommodation.

1.2 In this by-law 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 2015; and

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(d) references to legislation includes references to amending and replacing legislation.

2.1 An Owner or Occupier of a lot must not permit their Lot to be utilised for Short Term Letting.

2.2 An Owner or Occupier shall not at any time breach:

(a) any development consent condition of the Owners Corporation; and

(b) any Environmental Planning Instrument.

SPECIAL BY-LAW 8 – Common Property Memorandum

The Owners - Strata Plan No. 83379 SPECIALLY RESOLVE pursuant to section 107 of the Strata Schemes Management Act 2015 ("the Act") that the Common Property Memorandum prescribed under clause 27 Strata Schemes Management Regulation 2016 be adopted as a by-law.

Common property memorandum

Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	<ul style="list-style-type: none"> (a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
2. Ceiling/Roof	<ul style="list-style-type: none"> (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes
3. Electrical	<ul style="list-style-type: none"> (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot

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	<ul style="list-style-type: none"> (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
4. Entrance door	<ul style="list-style-type: none"> (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer (c) security doors, other than those installed by an owner after registration of the strata plan
5. Floor	<ul style="list-style-type: none"> (a) original floorboards or parquet flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
6. General	<ul style="list-style-type: none"> (a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
7. Parking/Garage	<ul style="list-style-type: none"> (a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot

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	(d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	(a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground
9. Windows	(a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non- common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
5. Floor	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquetry flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door)

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	<ul style="list-style-type: none"> (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
7. Parking/Garage	<ul style="list-style-type: none"> (a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
8. Plumbing	<ul style="list-style-type: none"> (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	<ul style="list-style-type: none"> (a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

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SPECIAL BY-LAW 9 – Minor Works Approval Process

Part 1 Introduction

- 1.1 The purpose of this by-law is to provide a process for the seeking of approval from the Owners Corporation for carrying out Minor Works to a Lot, which the Owners must adhere when desirous of carrying out Minor Works in their Lot or on common property.
- 1.2 The further purpose of this by-law is to regulate their maintenance, repair and replacement of any Minor Works carried out by the Owners.

Part 2 Definitions and Interpretation

- 2.1 In this by-law:
- (a) “**Act**” means the *Strata Schemes Management Act 2015*.
 - (b) “**Authority**” means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot or the Building including the local council.
 - (c) “**Building**” means the building(s) situated at 4-16 Kingsway, Dee Why in the State of New South Wales.
 - (d) “**Cosmetic Works**” means cosmetic works as prescribed by section 109 of the Act from time to time following commencement of the legislation.
 - (e) “**Essential Works**” means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a Lot.
 - (f) “**Insurance**” means:
 - (i) contractors' all risks insurance cover with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Minor Works to a minimum of \$10,000,000);
 - (ii) insurance required under the *Home Building Act 1989*, if required by law; and
 - (iii) workers' compensation insurance, if required by law.
 - (g) “**Owner**” means the owner(s) of the Lot(s).
 - (h) “**Lot**” means any lot in the Strata Plan.
 - (i) “**Minor Works**” means minor renovations to a Lot and common property which include but are not limited to the following:
 - (i) renovating a kitchen;
 - (ii) changing recessed light fittings;
 - (iii) installing or replacing wood or other hard floors;
 - (iv) installing or replacing wiring or cabling or power or access points;
 - (v) work involving reconfiguring walls;
 - (vi) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;

- (vii) installing a rainwater tank;
 - (viii) installing a clothesline;
 - (ix) installing a reverse cycle split system air-conditioner;
 - (x) installing double or triple glazed windows;
 - (xi) installing a heat pump;
 - (xii) installing ceiling insulation; and
 - (xiii) any other definition of minor works prescribed by section 110 of the Act from time to time following commencement of the Act.
- (j) **"Owners Corporation"** means the owners corporation created by the registration of strata plan registration no. 83379.
- (k) **"Strata Committee"** means the strata committee elected by the Owners Corporation from time to time.
- (l) **"Strata Managing Agent"** means the strata managing agent appointed to the Strata Scheme pursuant to the Act.
- (m) **"Strata Plan"** means registered strata plan no. 83379.
- (n) **"Strata Scheme"** means the strata scheme in respect of which this by-law applies.

2.2 In this by-law:

- (a) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- (b) words importing the singular number include the plural and vice versa;
- (c) words importing the masculine, feminine or neuter gender include both of the other two genders;
- (d) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law;
- (e) a reference to a body, whether statutory or not which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (f) if there is any inconsistency between a provision of this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency; and
- (g) if at any time any provision of this by-law is or becomes illegal, invalid, unenforceable or void in any respect, that provision will be ignored, read down or severed so far as is possible in order to uphold the legality, validity and enforceability of the remaining provisions of this by-law.

Part 3
Conditions

Cosmetic Works

- 3.1 An Owner may carry out Cosmetic Works without the approval of the Owners Corporation.

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Prior to Commencement of the Minor Works

3.2 Before commencement of the Minor Works, the Owner must:

- (a) give written notice of the proposed Minor Works to the Owners Corporation, including the following:
 - (i) details of the Minor Works, including copies of any plans and specifications;
 - (ii) a diagram depicting the location of or proposed installation points of all parts of the Minor Works;
 - (iii) details of the contractor who will carry out the Minor Works including the full business name, licence number, qualification and telephone number of the contractor;
 - (iv) details of arrangements to manage any resulting rubbish or debris arising from the Minor Works;
 - (v) an estimate of the duration and times of the Minor Works;
 - (vi) any necessary approvals/consents/permits from any Authority; and
 - (vii) a written statement that the Owner will be responsible for the costs of the Owners Corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.
- (b) obtain the Strata Committee's prior written approval (such approval not to be unreasonably withheld) to the Minor Works including the date for the commencement of the Minor Works; and
- (c) cause Insurance to be effected and maintained for the duration of the Minor Works.

3.3 For clarity, no Minor Works may be commenced unless and until the Strata Committee provide their written consent to the Owner.

Notice

3.4 At least two (2) weeks prior to the commencement of the Minor Works the Owner shall notify the Owners Corporation and each owner (either by e-mail or by way of letterbox drop) of the proposed date of commencement of the Minor Works or an aspect of the Minor Works.

3.5 At least two (2) days prior to the commencement of the Minor Works or an aspect of the Minor Works the Owner shall make arrangements with the Strata Managing Agent regarding:

- (a) the suitable times and method for the Owner's contractors to access the Building to undertake the Minor Works; and
- (b) the suitable times and method for contractors to park their vehicles on common property whilst the Minor Works are being conducted.

Compliant Minor Works

3.6 To be compliant under this by-law, the Minor Works:

- (a) must be manufactured, designed and installed to specifications for domestic use;
- (b) for air-conditioning, must have a new condenser unit (external) that:
 - (i) is in keeping with the general appearance of the Building in the opinion of the Owners Corporation;
 - (ii) is mounted on vibration pads in a location so as to minimise noise and vibration;

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- (iii) is installed within the Lot's boundary and in a location least likely to cause disturbance to other owners (as approved by the Strata Committee);
- (iv) has an acceptable sound rating as specified by the Strata Committee in writing, such rating not to exceed the original specifications in respect of the Building;
- (v) has all external piping and electrical work covered with the same style downpipe used for the existing guttering of the Building;
- (vi) is not visible from the street; and
- (vii) not be installed through or attached to windows.

During Construction

3.7 In carrying out the Minor Works, the Owner must:

- (a) cause Insurance to be effected and maintained for the duration of the Minor Works;
- (b) use duly licensed employees, contractors or agents to conduct the Minor Works;
- (c) ensure that the Minor Works are conducted in a proper and workmanlike manner;
- (d) ensure that the Minor Works comply with the current Building Code of Australia, the Australian Standards and the law;
- (e) ensure that the Minor Works are installed in accordance with the manufacturer's instructions and specifications;
- (f) where applicable, comply with any condition or requirement of any Authority;
- (g) ensure that the Minor Works are carried out expeditiously and with a minimum of disruption;
- (h) ensure the Minor Works and tradespersons carrying out the Minor Works do not create any excessive noise within the Strata Scheme that is likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using the common property;
- (i) transport all construction materials, equipment and debris as reasonably directed by the Owners Corporation;
- (j) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;
- (k) protect the Building both internal and external to the Lot from damage from the conduct of the Minor Works and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the Minor Works, in a manner reasonably directed by the Owners Corporation including but not limited to laying protective mats/covers on common property floors and within the common property lifts likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (l) not allow the obstruction of reasonable use of the common property areas of the Strata Scheme in the course of the Minor Works by building materials, tools, machines, debris or motor vehicles;
- (m) ensure that no tradesperson's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary;

- (n) in the absence of any limitation imposed by any Authority, carry out the Minor Works between the hours of 7:30am and 5:30pm Monday to Friday and between 8:00am and 1:00pm on Saturday (or such other times reasonably approved by the Owners Corporation) and the Owner must not carry out the Minor Works on Sunday or on days which fall on a public holiday;
- (o) clean any part of the common property affected by the Minor Works on a daily basis and keep all of those parts of the common property clean, neat and tidy during the Works;
- (p) remove rubbish from the Building arising as a result of the Minor Works daily and dispose of the rubbish in a manner approved by the Owners Corporation and not, unless previously approved in writing by the Owners Corporation, in any of the rubbish bins for the Building;
- (q) ensure that the Minor Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (r) observe all the other by-laws applicable to the Strata Scheme at all times;
- (s) not vary the Minor Works or their scope without the prior written consent of the Owners Corporation;
- (t) not use common property power or water without the prior written consent of the Owners Corporation;
- (u) not allow waste or skip bins to be placed on or near the common property without the prior written consent of the Owners Corporation; and
- (v) give the occupants of other Lots at least 48 hours prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television and cable television; and
- (w) provide the Owners Corporation's nominated representative(s) access to inspect the Minor Works within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required).

After Construction

3.8 After the Minor Works have been completed the Owner must:

- (a) promptly notify the Strata Committee that the Minor Works have been completed;
- (b) promptly notify the Owners Corporation that all damage, if any, to lots and common property caused by the Minor Works and not permitted by this by-law has been rectified and, if required by the Owners Corporation, provide the Owners Corporation with certification from a suitably qualified practising structural engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lots or common property have been completed in accordance with the terms of this by-law;
- (c) if requested by the Owners Corporation, provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Minor Works;
- (d) if requested by the Owners Corporation, provide the Owners Corporation with certification from a suitably qualified practising structural engineer(s) approved by the Owners Corporation that the Minor Works have been completed satisfactorily and in accordance with this by-law; and
- (e) provide the Owners Corporation's nominated representative(s) access to inspect the Minor Works within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law.

3.9 The Strata Committee's right to inspect the Minor Works arising under this by-law expires once it is reasonably satisfied that clauses 3.8(a) to (e) immediately above have been complied with.

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Enduring Rights and Obligations

3.10 The Owner:

- (a) is responsible for the cost of the Minor Works;
- (b) must properly maintain and keep in a state of good and serviceable repair any Minor Works installed by them and must also renew or replace the Minor Works where necessary;
- (c) must properly maintain and keep in a state of good and serviceable repair those parts of the common property in contact with the Minor Works;
- (d) must at the Owner's own cost repair any damage to the common property arising out of the Minor Works;
- (e) must at the Owner's own cost repair any damage to the property of the owner or occupier of another Lot arising out of the Minor Works;
- (f) must repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Minor Works are removed or relocated;
- (g) must ensure that the Minor Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (h) must ensure that any electricity or other services required to operate the Minor Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply;
- (i) must indemnify the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Minor Works including any liability in respect of the property of the Owner; and
- (j) without derogating from the generality of clause (i) above, must indemnify the Owners Corporation against any loss, damage to or destruction of the Minor Works caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or occupier is in breach of clause 3.11.

Recovery of Costs

3.11 If an Owner fails to comply with any obligation under this by-law, the Owners Corporation, without prejudice to any other rights, may:

- (a) in accordance with the provisions of the Act, by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation (and include reference to that fine or fee on levy notices/levy accounts of the Owner and other levy reports or information) and the Owner acknowledges that any fine or fee for which the Owner is liable under this by-law is due and payable on written demand or at the written direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if there is a legislative change to that rate, that other rate and the interest will form part of that fine or fee; and
- (c) recover the costs of such work from the Owner as a debt due (and include reference to that debt on levy notices/levy accounts and other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the written direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if there is a legislative change to that rate, that other rate and the interest will form part of that debt.

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- 3.12 The Owner acknowledges that the Owners Corporation may recover any expenses due and payable pursuant to this by-law with respect to a Lot from the Owner of the respective Lot. For the avoidance of doubt, the Owners Corporation may recover expenses from an Owner in circumstances where the expenses were occasioned by, relate to, or are the direct or indirect result of the actions or omissions of the occupier of that Owner's Lot.

Essential Works

- 3.13 No Owner or occupier shall refuse or restrict the Owners Corporation's (or its officers, employees, contractors or agents) lawful entry, or access to all or any part of the Minor Works to carry out Essential Works to the common property (at the cost of the Owners Corporation) which may be attached to, in, under or about the Minor Works including the common property structures or services provided that the Owners Corporation shall give prior notice to the Owner or occupier (emergencies excepted).

Applicability

- 3.14 In the event that the Owner desires to remove the Minor Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

SPECIAL BY-LAW 10 – MAJOR WORKS APPROVAL PROCESS

Part 1 Introduction

- 1.1 The purpose of this by-law is to govern the process for the seeking of approval from the Owners Corporation for carrying out Works, to which the Owners must adhere when desirous of carrying out Major Works in their Lot or on common property.
- 1.2 The further purpose of this by-law is to regulate the maintenance, repair and replacement of any Major Works carried out by the Owners.

Part 2 Definitions and Interpretation

- 2.1 In this by-law:
- (a) "Act" means the *Strata Schemes Management Act 2015*.
 - (b) "Approved Form" means the form attached at Annexure "A" or as the Strata Committee may otherwise approve from time to time.
 - (c) "Authority" means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot or the Building including the local council.
 - (d) "Building" means the building(s) situated at 4-16 Kingsway, Dee Why in the State of New South Wales.
 - (e) "Cosmetic Works" means cosmetic works as prescribed by section 109 of the Act from time to time following commencement of the legislation.
 - (f) "Essential Works" means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of the common property structure or services including within a Lot.
 - (g) "Insurance" means:
 - (i) contractors' all risks insurance cover with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);

- (ii) insurance required under the *Home Building Act 1989*, if required by law; and
 - (iii) workers' compensation insurance, if required by law.
- (h) “**Lot**” means any lot in the Strata Plan.
- (i) “**Major Works**” means work which affects the common property for the following purposes:
 - (i) structural changes;
 - (ii) changes to the external appearance of the Lot, including the installation of an external access ramp;
 - (iii) waterproofing;
 - (iv) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*); and
 - (v) work that is not Cosmetic Works or Minor Works.
- (j) “**Minor Works**” means the minor works prescribed by section 110 of the Act from time to time following commencement of the Act.
- (k) “**Owner**” means the owner(s) of the Lot(s).
- (l) “**Owners Corporation**” means the owners corporation created by the registration of strata plan registration no. 83379.
- (m) “**Strata Committee**” means the strata committee elected by the Owners Corporation from time to time.
- (n) “**Strata Managing Agent**” means the strata managing agent appointed to the Strata Scheme pursuant to the Act.
- (o) “**Strata Plan**” means registered strata plan no. 83379.
- (p) “**Strata Scheme**” means the strata scheme in respect of which this by-law applies.
- (q) “**Works**” means the Major Works.

2.2 In this by-law:

- (a) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- (b) words importing the singular number include the plural and vice versa;
- (c) words importing the masculine, feminine or neuter gender include both of the other two genders;
- (d) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law;
- (e) a reference to a body, whether statutory or not which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

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- (f) if there is any inconsistency between a provision of this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency; and
- (g) if at any time any provision of this by-law is or becomes illegal, invalid, unenforceable or void in any respect, that provision will be ignored, read down or severed so far as is possible in order to uphold the legality, validity and enforceability of the remaining provisions of this by-law.

Part 3 Conditions

Application to Owners Corporation for Approval of Major Works

- 3.1 Prior to carrying out the Works, an Owner must submit to the secretary of the Owners Corporation, a duly completed Approved Form. The form must specify in detail the works to be undertaken and the duration of any impact on the common property or disruption to common property services or access. Upon receipt of the Approved Form, the Strata Committee shall determine, at its absolute discretion, whether or not the Works proposed to be carried can be approved under the provisions of this by-law or will require a new by-law under the Act to be approved by special resolution of the Owners Corporation in general meeting. In order to make such determination, the Strata Committee may request the Owner to provide additional details of the Works, including plans, specifications and engineer's reports, drawings and certifications. On making the determination, the Strata Committee shall inform the Owner, in writing, of that determination.
- 3.2 The Owners Corporation may impose further conditions in addition to those provided for by this by-law with respect to the carrying out of the Works and, if such conditions are imposed, it shall inform the Owner in writing of those conditions. The Owner must comply with any conditions.
- 3.3 Before commencement of the Works, the Owner must:
 - (a) provide the Owners Corporation with a complete proposal concerning the Works including but not limited to:
 - (i) details of the proposed work including plans, specifications, drawings, conditions and notes;
 - (ii) a diagram depicting the location of or proposed installation points of all parts of the work;
 - (iii) where any work includes core hole drilling of the slab, the Owner must provide the following information to the Owners Corporation prior to commencing such work:
 - (A) evidence of a concrete x-ray scan of the post and pre-tension cables and ducts within the floor;
 - (B) all necessary drawings, plans and specifications in scannable format for the core hole drilling (which must show the location of the core holes on common property); and
 - (C) details of the contractor who will carry out the core hole drilling including the full business name, licence number, qualification and telephone number of the contractor.
 - (iv) a copy of any tax invoice, quote, contract or agreement in relation to the work;
 - (v) an estimate of the duration and times of the work;
 - (vi) details of the contractor who will carry out the work including the full business name, licence number, qualification and telephone number of the contractor;

- (vii) details of arrangements to manage any resulting rubbish or debris arising from the work;
 - (viii) if requested by the Owners Corporation, a report from a suitably qualified practising structural engineer nominated by the Owners Corporation concerning the impact of the work on the structural integrity of the Building and Lot and common property;
 - (ix) any necessary approvals/consents/permits/compliance certificates from any Authority; and
 - (x) a written statement that the Owner will be responsible for the costs of the Owners Corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.
- (b) if requested by the Strata Committee, prepare and provide to the Owners Corporation:
- (i) a new by-law under the Act, to amend the definition of "Major Works", "Lot" and include a new definition of "Plans" to cover the specific scope of Major Works to be carried out and Part 1 to confer rights of exclusive use and enjoyment and special privilege; and
 - (ii) the Owner's written consent to:
 - (A) the passing of the by-law; and
 - (B) be responsible for the maintenance, repair and replacement of the Major Works;

and such by-law and forms of consent to be prepared substantially in terms of the documents set out in **Annexures B and C** and to be considered at a general meeting of the Owners Corporation;

- (c) pay for all costs of the Owners Corporation including:
- (i) legal fees for reviewing the proposal;
 - (ii) fees for convening any meeting to consider the proposal;
 - (iii) any other reasonable professional fees required to consider the proposal including legal fees, strata management fees or engineering fees; and
 - (iv) strata management fees for convening and holding any general meeting and registration fees for the by-law contemplated in clause 3.3(b)(i);

and the Owners Corporation may include reference to such costs on the Owner's levy notices/levy accounts and other levy reports or information and the Owner acknowledges that any costs for which the Owner is liable under this by-law is due and payable on written demand or at the written direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if there is a legislative change to that rate, that other rate and the interest will form part of the costs payable;

- (d) if requested by the Owners Corporation, provide a dilapidation report prepared by a suitably qualified practising structural engineer having reviewed the Works in relation to any area of the Building (including any Lot and common property) that may be affected by the Works. The dilapidation report shall be in writing and shall include colour photographs of the relevant areas;
- (e) if requested by the Owners Corporation, pay a bond to the Owners Corporation in such an amount and on such terms as the Owners Corporation determines, acting reasonably;

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- (f) obtain written consent to the date for the commencement of the Works from the Owners Corporation upon satisfaction of its obligations in clauses 3.3(b) to (e) above. For clarity, if a new by-law is required for the proposed Works, no Works may be commenced unless and until the by-law referred to in clause 3.3(b)(i) is passed by special resolution at a duly convened general meeting of the Owners Corporation and registered at NSW Land Registry Services; and
 - (g) cause Insurance to be effected and maintained for the duration of the Works.
- 3.4 Upon receipt of a by-law under clause 3.3(b)(i) the Owners Corporation will review the proposal and stipulate any relevant conditions to be contained in the exclusive use or special privileges by-law such conditions to include (but not be limited to) those set out in clauses 3.5 to 3.19 (inclusive).

Notice

- 3.5 At least two (2) weeks prior to the commencement of the Works the Owner shall notify the Owners Corporation and each owner (either by e-mail or by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works.
- 3.6 At least two (2) days prior to the commencement of the Works or an aspect of the Works the Owner shall make arrangements with the Strata Managing Agent regarding:
- (a) the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and
 - (b) the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

Compliant Works

- 3.7 To be compliant under this by-law, the Works:
- (a) must be in keeping with the general appearance of the Building in the opinion of the Owners Corporation;
 - (b) must be manufactured, designed and installed to specifications for domestic use; and
 - (c) for fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed. If approved, the changes shall be certified by the fire certification controller appointed by the Owners Corporation.

During Construction

- 3.8 In carrying out the Works, the Owner must:
- (a) cause Insurance to be effected and maintained for the duration of the Works;
 - (b) use duly licensed employees, contractors or agents to conduct the Works;
 - (c) ensure that the Works are conducted in a proper and workmanlike manner;
 - (d) ensure that the Works comply with the current Building Code of Australia, the Australian Standards and the law;
 - (e) ensure that any contractors or agents are adequately supervised to ensure compliance with these conditions;
 - (f) ensure that the Works are installed in accordance with the manufacturer's instructions and specifications;
 - (g) where applicable, comply with any condition or requirement of any Authority;

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- (h) where any work undertaken includes waterproofing then the Owner must ensure that at their cost the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly licensed applicator and that they provide the Owners Corporation with certification of same in favour of the Owners Corporation within 14 days of completion of the waterproofing;
- (i) ensure that the Works are carried out expeditiously and with a minimum of disruption;
- (j) ensure the Works and tradespersons carrying out the Works do not create any excessive noise within the Strata Scheme that is likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using the common property;
- (k) transport all construction materials, equipment and debris as reasonably directed by the Owners Corporation;
- (l) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;
- (m) protect the Building both internal and external to the Lot from damage from the conduct of the Works and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the Works, in a manner reasonably directed by the Owners Corporation including but not limited to laying protective mats/covers on common property floors and within the common property lifts likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (n) not allow the obstruction of reasonable use of the common property areas of the Strata Scheme in the course of the Works by building materials, tools, machines, debris or motor vehicles;
- (o) ensure that no tradesperson's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary;
- (p) in the absence of any limitation imposed by any Authority, carry out the Works between the hours of 7:30am and 5:30pm Monday to Friday and between 8:00am and 1:00pm on Saturday (or such other times reasonably approved by the Owners Corporation) and the Owner must not carry out the Works on Sunday or on days which fall on a public holiday;
- (q) make sure that jack hammers and rotary hammer drills are only used between 9:00am and 3:00pm Monday to Friday and are not used on weekends or on days which fall on a public holiday;
- (r) clean any part of the common property affected by the Works on a daily basis and keep all of those parts of the common property clean, neat and tidy during the Works;
- (s) remove rubbish from the Building arising as a result of the Works daily and dispose of the rubbish in a manner approved by the Owners Corporation and not, unless previously approved in writing by the Owners Corporation, in any of the rubbish bins for the Building;
- (t) ensure that the Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (u) observe all the other by-laws applicable to the Strata Scheme at all times;
- (v) not vary the Works or their scope without the prior written consent of the Owners Corporation;
- (w) not use common property power or water without the prior written consent of the Owners Corporation;
- (x) not allow waste or skip bins to be placed on or near the common property without the prior written consent of the Owners Corporation;

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- (y) give the occupants of other Lots at least 48 hours prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television and cable television; and
- (z) provide the Owners Corporation's nominated representative(s) access to inspect the Works within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required).

After Construction

3.9 After the Works have been completed the Owner must:

- (a) promptly notify the Owners Corporation that the Works have been completed;
- (b) promptly notify the Owners Corporation that all damage, if any, to lots and common property caused by the Works and not permitted by this by-law has been rectified and, if required by the Owners Corporation, provide the Owners Corporation with certification from a suitably qualified practising structural engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lots or common property have been completed in accordance with the terms of this by-law;
- (c) if requested by the Owners Corporation, provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- (d) if requested by the Owners Corporation, provide the Owners Corporation with certification from a suitably qualified practising structural engineer(s) approved by the Owners Corporation that the Works have been completed satisfactorily and in accordance with this by-law; and
- (e) provide the Owners Corporation's nominated representative(s) access to inspect the Works within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law.

3.10 The Owners Corporation's right to inspect the Works arising under this by-law expires once it is reasonably satisfied that clauses 3.9(a) to (e) immediately above have been complied with.

Statutory and other requirements

3.11 The Owner must:

- (a) comply with all requirements of the Owners Corporation, the by-laws applicable to the Strata Scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
- (b) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- (c) comply with the provisions of the *Home Building Act 1989*.

3.12 The Works must:

- (a) be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and
- (b) comprise materials that are good and suitable for the purpose for which they are used and must be new.

Enduring Rights and Obligations

3.13 The Owner:

- (a) is responsible for the cost of the Works;
- (b) must properly maintain and keep in a state of good and serviceable repair any Works installed by them and must also renew or replace the Works where necessary;
- (c) must properly maintain and keep in a state of good and serviceable repair those parts of the common property in contact with the Works;
- (d) must at the Owner's own cost repair any damage to the common property arising out of the Works;
- (e) must at the Owner's own cost repair any damage to the property of the owner or occupier of another Lot arising out of the Works;
- (f) must repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- (g) must ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (h) must ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply;
- (i) must indemnify the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works including any liability in respect of the property of the Owner; and
- (j) without derogating from the generality of clause (i) above, must indemnify the Owners Corporation against any loss, damage to or destruction of the Works caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or occupier is in breach of clause 3.15.

3.14 If the dilapidation report referred to in 3.3(d) of this by-law is obtained, the Owner and the Owners Corporation acknowledge and agree that shall be the basis for ascertaining and determining whether any damage has been occasioned by the Works to the common property and any Lot.

Recovery of Costs and Expenses

3.15 If an Owner fails to comply with any obligation under this by-law, the Owners Corporation, without prejudice to any other rights, may:

- (a) in accordance with the provisions of the Act, by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation (and include reference to that fine or fee on levy notices/levy accounts of the Owner and other levy reports or information) and the Owner acknowledges that any fine or fee for which the Owner is liable under this by-law is due and payable on written demand or at the written direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if there is a legislative change to that rate, that other rate and the interest will form part of that fine or fee; and

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- (c) recover the costs of such work from the Owner as a debt due (and include reference to that debt on levy notices/levy accounts and other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the written direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if there is a legislative change to that rate, that other rate and the interest will form part of that debt.

- 3.16 The Owner acknowledges that the Owners Corporation may recover any expenses due and payable pursuant to this by-law with respect to a Lot from the Owner of the respective Lot. For the avoidance of doubt, the Owners Corporation may recover expenses from an Owner in circumstances where the expenses were occasioned by, relate to, or are the direct or indirect result of the actions or omissions of the occupier of that Owner's Lot.

Essential Works

- 3.17 No Owner or occupier shall refuse or restrict the Owners Corporation's (or its officers, employees, contractors or agents) lawful entry, or access to all or any part of the Works to carry out Essential Works to the common property (at the cost of the Owners Corporation) which may be attached to, in, under or about the Works including the common property structures or services provided that the Owners Corporation shall give prior notice to the Owner or occupier (emergencies excepted).

Bond

- 3.18 The Owners Corporation may apply any part of a bond paid by the Owner towards the costs of the Owners Corporation incurred in repairing any damage caused to common property or any other Lot during or as a result of the Works, or cleaning any part of the common property as a result of the Works. The Owners Corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the Owner that the Works have been completed and the Owners Corporation is reasonably satisfied that the Owner has complied with the conditions of approving the Works.

Applicability

- 3.19 In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

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Annexure "A"
Strata Plan No. 83379
Application Form for Building Works

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be construed according to the conditions in the Special By-Law No. 10 for Major Works Approval Process. Please ensure that you have read and understood the document before completing this form. No work may commence until your application is approved, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNER/S NAMES/S _____ **UNIT/LOT NUMBER** _____

CONTACT TELEPHONE (list all) _____

EMAIL _____

LOCATION: ☐ KITCHEN ☐ BATHROOM ☐ TOILET ☐ HALLWAY ☐ LIVING ROOM
☐ BEDROOM ☐ OTHER.....

WORK

INVOLVES: ☐ PAINTING ☐ TILING ☐ FLOOR SURFACES ☐ ELECTRICAL
☐ CEILING ☐ AIRDUCTS ☐ FIRE SPRINKLERS
☐ PLUMBING ☐ MASONRY WALL REMOVAL/PENETRATION
☐ COMMON PROPERTY ALTERATION ☐ OTHER

PREFERRED DATE OF WORKS STARTING...../...../..... ENDING...../...../.....

PLEASE ATTACH ☐ BRIEF DESCRIPTION OF INTENDED WORKS

AND EITHER: ☐ PLAN BY ARCHITECT (if available)

OR: ☐ ROUGH PLAN / DIAGRAM (provided by owner)

☐ DEVELOPMENT APPLICATION

I/we, the undersigned owner/s, hereby warrant that I/we have read the Special By-Law No. 10 for Major Works Approval Process and agree to comply with all of the conditions and limitations imposed thereby.

OWNER/S SIGNATURE/S: _____ **DATE** _____

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:

As the work applied for entails the removal and/or penetration of masonry within the Lot, I/we hereby warrant that I/we accept full responsibility for the upkeep and preservation of the altered masonry.

OWNER/S SIGNATURE/S: _____ **DATE** _____

CEILING CAVITY ALTERATIONS:

As the work applied for entails the alteration of one or more ceiling cavities in the Lot, I/we hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNER/S SIGNATURE/S: _____ **DATE** _____

Annexure "B"
Strata Plan No. 83379

MOTION //INSERT//

Subject to the by-law in the next succeeding motion being approved, The Owners – Strata Plan No. 83379 **SPECIALLY RESOLVES** pursuant to section 108 of the *Strata Schemes Management Act 2015* for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot //insert// to the common property on the terms and in the manner as set out in the by-law.

MOTION //INSERT//

Subject to the preceding motion being approved, The Owners – Strata Plan No. 83379 **SPECIALLY RESOLVES** pursuant to sections 136, 141 and 143 of the *Strata Schemes Management Act 2015* to make a by-law adding to the by-laws applicable to the strata scheme in the following terms:

SPECIAL BY-LAW NO //INSERT// **Works by the Owner of Lot //insert//**

PART 1
GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Major Works, subject to the terms and conditions contained in this by-law.

PART 2
APPLICATION OF SPECIAL BY-LAW

- 2.1 The provisions of Part 2 and clauses 3.5 to 3.19 (inclusive) of Special By-law No. 10 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

PART 3
DEFINITIONS

- 3.1 In addition to the definitions in Part 2 of Special By-Law No. 10, the following definitions are also adopted:

- (a) **"Major Works"** means the works to the Lot and the common property to be carried out in connection with the _____ works for the Lot including:

(i) _____; and

(ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,

all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

- (b) **"Lot"** means lot ____ in the Strata Plan.

- (c) **"Plans"** means the plans/drawings prepared by _____ and dated _____ a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

[INSERT ANY ADDITIONAL/SPECIAL CONDITIONS]

TD

Annexure "C"
Consent to By-Law pursuant to
Section 143 of the Strata Schemes Management Act 2015

TO The Secretary
 The Owners – Strata Plan No. 83379
 c/- Mason and Brophy Strata Management Pty Ltd
 BY E-MAIL

AND: The Registrar General
 NSW Land Registry Services
 1 Prince Albert Road
 SYDNEY NSW 2000

In accordance with section 143 of the *Strata Schemes Management Act 2015*, I/we consent to the owners corporation making the by-law attached hereto conferring rights over the common property for the installation of _____ to be carried out by me/us as the owner/s of lot _____ in SP83379 and conferring on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the owners corporation at a general meeting on _____ or at any adjournment of that meeting.

Dated: _____

Signature/s of Owner/s: _____

Names of Owner/s in full: _____

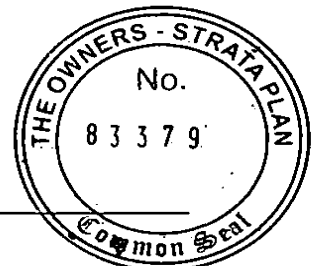
Lot No. _____

The seal of The Owners-Strata Plan No 83379 was affixed on 18/9/2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): TRE

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

Authority: STRATA MANAGING AGENT



Northern Beaches Council Planning Certificate – Part 2

Applicant: Aldren Conveyancing Services
PO Box 468
DEE WHY NSW 2099

Reference: 19821
Date: 29/10/2019
Certificate No. ePLC2019/6198

Address of Property: 26/4-16 Kingsway DEE WHY NSW 2099
Description of Property: Lot 26 SP 83379

Planning Certificate – Part 2

The following certificate is issued under the provisions of Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149). The information applicable to the land is accurate as at the above date.

1. Relevant planning instruments and Development Control Plans

1.1 The name of each environmental planning instrument that applies to the carrying out of development on the land:

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy 1—Development Standards
State Environmental Planning Policy 19 – Bushland in Urban Areas
State Environmental Planning Policy 21 – Caravan Parks
State Environmental Planning Policy 33 – Hazardous and Offensive Development
State Environmental Planning Policy 50 – Canal Estate Development
State Environmental Planning Policy 55 – Remediation of Land
State Environmental Planning Policy 64 – Advertising and Signage
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy (Infrastructure) 2007
 State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
 State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
 State Environmental Planning Policy (State and Regional Development) 2011
 State Environmental Planning Policy (State Significant Precincts) 2005
 State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
 State Environmental Planning Policy (Primary Production and Rural Development) 2019
 Partly Affected - State Environmental Planning Policy (Coastal Management) 2018
 Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)
 State Environmental Planning Policy No 44-Koala Habitat Protection
 Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
 Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

1.2 Draft Environmental Planning Instruments

The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

1.2 a) Draft State Environmental Planning Policies

Review of State Environmental Planning Policy 44 – Koala Habitat Protection
 Draft State Environmental Planning Policy (Environment)
 Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019
 Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
 Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

1.2 b) Draft Local Environmental Plans

Planning Proposal - Dee Why Town Centre Planning Controls (PEX2018/0002)

Applies to land: Dee Why Town Centre (boundaries identified within the Planning Proposal)

Outline: Amends WLEP 2011 to:

- Increase maximum permissible building heights
- Introduce floor space ratio controls
- Provide development standards in relation to car parking, building setbacks and building proportion
- Identify additional “Key Sites”
- Implement a delivery mechanism for key infrastructure and public domain improvements

Council resolution: 23 September 2014

Gateway Determination: 1 April 2015 amended 22 September 2016

Planning Proposal - Manly Creek Riparian Lands, Manly Vale (in the vicinity of “Mermaid Pool”)

Applies to: Crown Land:

- Part Lot 7370 DP1165551 being land adjoining 102 King Street, Manly Vale
- Part Lot 7369 DP1165551 Wandella Road, Allambie Heights, south of Jenna Close, Allambie heights
- Lot 7371 DP1165577
- Part unmade road at the southern end of Wandella Road, King Street, Manly Vale

Outline: Proposed amendment to WLEP 2011 to:

- Amend Land Zoning Map to change the zoning from R2 (Low Density Residential) to RE1 (Public Recreation).
- Amend Height of Building Map and Minimum Lot Size Map to remove the residential development standards for height and minimum lot size from all of the subject lots.

Council resolution: 27 November 2018

Gateway Determination: 9 August 2019

1.3 Development Control Plans

The name of each development control plan that applies to the carrying out of development on the land:

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

For each environmental planning instrument or proposed instrument referred to in Clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2.1 Zoning and land use under relevant Local Environmental Plans

2.1 (a), (b), (c) & (d)

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone B4 Mixed Use

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 reinforce the role of Dee Why as the major centre in the sub-region by the treatment of public spaces, the scale and intensity of development, the focus of civic activity and the arrangement of land uses.
- To promote building design that creates active building fronts, contributes to the life of streets and public spaces and creates environments that are appropriate to human scale as well as being comfortable, interesting and safe.
- To promote a land use pattern that is characterised by shops, restaurants and business premises on the ground floor and housing and offices on the upper floors of buildings.
- To encourage site amalgamations to facilitate new development and to facilitate the provision of car parking below ground.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Boarding houses; Centre-based child care facilities; 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; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Environmental facilities; Exhibition villages; Extractive industries; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Service stations; Sex services premises; Storage premises; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies

Additional permitted uses

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of the relevant Local Environmental Plan:

Nil

(e) Minimum land dimensions

The *Warringah Local Environmental Plan 2011* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

For any proposed changes to zoning and land use, see Part 1.2 b)
Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* does not apply to the land.

3. Complying Development

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

a) Housing Code

Complying Development under the Housing Code may be carried out on all of the land.

b) Rural Housing Code

Complying Development under the Rural Housing Code may be carried out on all of the land.

c) Low Rise Medium Density Code

Complying Development under the Low Rise Medium Density Code may not be carried out on all the land.

Note: Pursuant to clause 3B.63 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, all land in Northern Beaches Council is a 'deferred area' meaning that the Low Rise Medium Density Code does not apply until 31 October 2019.

d) Greenfield Housing Code

Complying Development under the Greenfield Housing Code may not be carried out on all of the land.

e) Housing Alterations Code

Complying Development under the Housing Alterations Code may be carried out on all of the land.

f) General Development Code

Complying Development under the General Development Code may be carried out on all of the land.

g) Commercial and Industrial Alterations Code

Complying Development under the Commercial and Industrial Alterations Code may be carried out on all of the land.

h) Commercial and Industrial (New Buildings and Additions) Code

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on all of the land.

i) Container Recycling Facilities Code

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

j) Subdivisions Code

Complying Development under the Subdivisions Code may be carried out on all of the land.

k) Demolition Code

Complying Development under the Demolition Code may be carried out on all of the land.

l) Fire Safety Code

Complying Development under the Fire Safety Code may be carried out on all of the land.

m) Inland Code

Complying Development under the Inland Code does not apply to the land.

Note: Pursuant to clause 3D.1 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

4, 4A (Repealed)

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner of the land (or any previous owner) has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

5. Mine Subsidence

The land has not been proclaimed to be a mine Subsidence (Mine Subsidence) district within the meaning of section 15 of the *Mine Subsidence (Mine Subsidence) Compensation Act, 1961*.

6. Road widening and road realignment

- (a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.
- (b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.
- (c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

7. Council and other public authority policies on hazard risk restriction

- (a) Council has adopted a number of policies with regard to various hazards or risks which may restrict development on this land. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below (other than flooding – see 7A):

Nil

- (b) The following information applies to any policy as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Nil

7A. Flood related development control Information

- (1) Development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is not subject to flood related development controls.
- (2) Development on the land or part of the land for any other purpose is not subject to flood related development controls.

8. Land reserved for acquisition

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9. Contribution plans

The following applies to the land:

Dee Why Town Centre Contributions Plan - in force 13 July 2019

This Plan was approved to fund the delivery of local infrastructure to support growth in the Dee Why Town Centre.

Northern Beaches Section 7.12 Contributions Plan 2019

9A. Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016* (includes land certified under Part 7AA of the repealed *Threatened Species Conservation Act 1995*).

10. Biodiversity Stewardship Sites

The Council has not been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

Draft Northern Beaches Bush Fire Prone Land Map 2018

The land is not bush fire prone land.

12. Property vegetation plans

The Council has not been notified that the land is land to which a vegetation plan under the *Native Vegetation Act 2003* applies.

13. Orders under Trees (Disputes Between Neighbours) Act 2006

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

14. Directions under Part 3A

There is not a direction by the Minister in force under section 75P(2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

15. Site compatibility certificates and conditions for seniors housing

- (a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.
- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

There is not a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

17. Site compatibility certificate and conditions for affordable rental housing

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.
- (b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificates

There is no current site verification certificate, of which council is aware, in respect of the land according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

20. Loose-fill asbestos insulation

The residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

This clause applies to residential premises (within the meaning of Division 1A of part 8 of the Home Building Act 1989) that are listed in the register that is required to be maintained under that Division.

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

- (1) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- (2) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (3) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this clause:

affected building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.

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

Additional matters under the Contaminated Land Management Act 1997

Note. The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

- (a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act
- (b) the land to which the certificate relates is not subject to a management order within the meaning of that Act

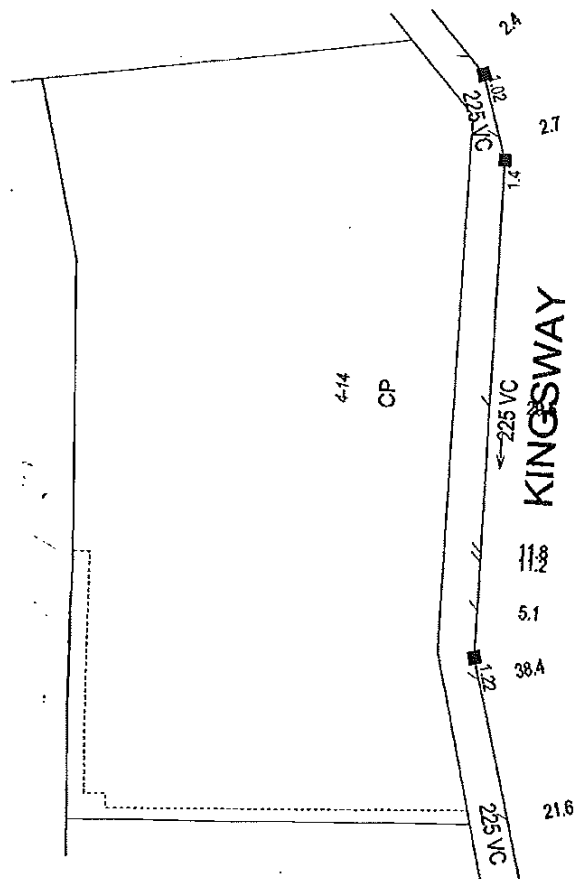
- (c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act
- (d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act
- (e) the land to which the certificate relates is not the subject of a site audit statement

If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.

A handwritten signature in black ink, appearing to read 'Ray Brownlee', with a long horizontal stroke extending to the right.

Ray Brownlee PSM
Chief Executive Officer

29/10/2019

SYDNEY WATER
SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF WARRINGAH

SUBURB OF

See Why

Scale: Approx 1:500
Distances / depths in metres / pipe diameters in millimetres
Boundary Trip NOT required
Where the Sewer is not visible and a special inspection is involved, the Board accepts no responsibility for the suitability of the drainage in relation to the actual position of the Board's Sewer. The existence and position of the Board's Sewer, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at the Board's Business Office (Section 33 of the Board's Act). Position of structures, boundaries, sewers and sewerage services shown hereon are approximate only and in general the existence of buildings may have been determined from aerial photography and other sources. The Board is not responsible for the accuracy of the information provided. Before building work is commenced, a location of drainage lines is recommended. License is required to submit to the Board a Certificate of Compliance as set out in the Board's records (By-Law 6 Clause 3).
NOTE: This Diagram only indicates availability of a Sewer and sewerage service shown as existing in Board's records.

A3 SIZE
DIAGRAM

SSD 582913

SYMBOLS AND ABBREVIATIONS

INDICATES - PLUMBING FIXTURES & ATTACHES

INDICATES - DRAINAGE FITTINGS

ELEC.

Pump Unit

Boundary Valve

Alarm Control Panel

UP Stop Valve

UP Air Valve

UP Reducer

HCV Flow Monitor

Vacuum Controller

Pumping Point

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

Sewer

Stormwater

Rooftop Drain

Floor Drain

Basin

Lift Station

Manhole

Valve

Pump

Boundary

Alarm

UP

Reduction

Flow

Control

Pumping

Point

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

Sewer

Stormwater

Rooftop Drain

Floor Drain

Basin

Lift Station

Manhole

Valve

Pump

Boundary

Alarm

UP

Reduction

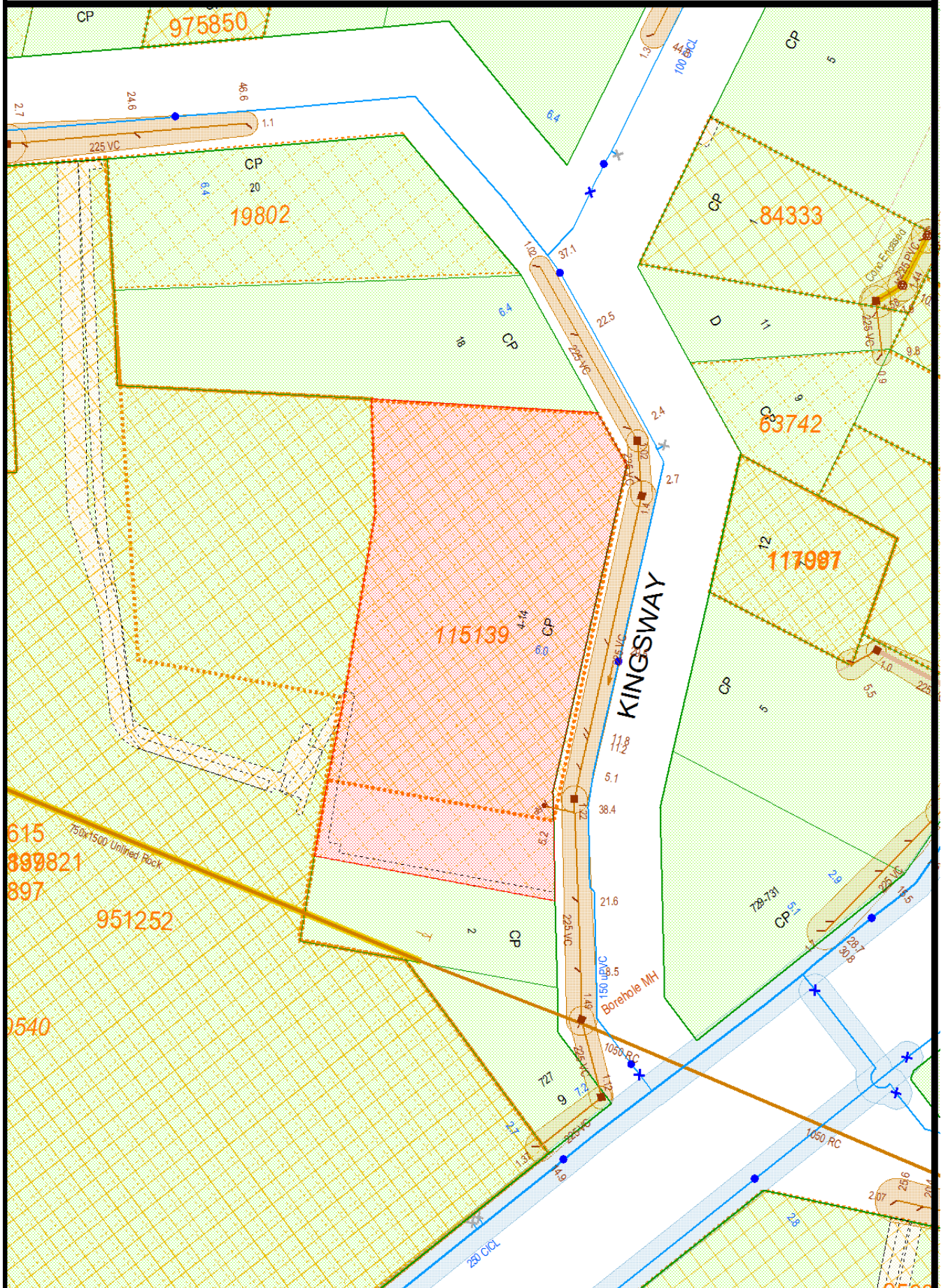
Flow

Control

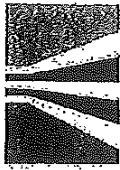
Pumping

Point

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximate only.



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



LOCAL

Final Occupation Certificate

Issued under the Environmental Planning and Assessment Act, 1979, as amended

Suite 21, 5 Inglewood Place
Baulkham Hills NSW 2153
P: 9836 5711
F: 9836 5722
E: info@localgroup.com.au
ABN: 30 735 366 565

Certificate No.: 5004001

Subject Land: H/N: 4 TO 16
Lot: 101
DP/SP/CP: 1044953
Street: THE KINGSWAY
Suburb: DEE WHY 2099

Applicant: AREPO PROPERTIES PTY LTD
4 VUKO PLACE
WARRIEWOOD NSW 2102

Development: MULTI UNIT RESIDENTIAL BUILDING

Limitations &/or Exclusions: EXCL. UNITS 47 - 53, 74, 75, 77, 80, 86, 87 & STORAGE UNITS 103 - 133

Building Classification: 2, 5, 7A, 7B, 10B

Development Consent: 10851 OF 2004 (2002/1736DA)
18 MARCH, 2005

Date of Determination:

7/3/11

Final Certificate:

The Final Occupation Certificate has been determined as **APPROVED** in accordance with the procedures outlined in Clause 151 of the Environmental Planning and Assessment Regulation 2000. In making this determination, I certify that;

- a current Development Consent or Complying Development Certificate is in force with respect to the building, and
- if any building work has been carried out, a current Construction Certificate is in force with respect to the plans and specifications for the building work, and
- that the building is suitable for occupation or use in accordance with its classification under the Building Code of Australia, and
- where required, a final fire safety certificate has been issued for the building, and
- where required, a report from the Fire Commissioner has been considered.

Attached/-

1. Documentation relied upon and that accompanied the application.
2. Fire Safety Schedule (where required)
3. Record of critical stage inspections

Signature:

Name:

Accreditation Number:

Accreditation Body:

Daniel Powell

BPB0329

Building Professionals Board

This document is a true copy of its original, such copy
having been made by me this day 7/3/11

Peter Mustaca – Solicitor & Public Notary
#33520