

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Lorimer Estate Agents 14/16 Suakin Street Pymble NSW 2073	Ph: 0400 844 411 Ref: Matt Lorimer E: <a href="mailto:matthew@lorimerestateagents.com.au">matthew@lorimerestateagents.com.au</a>
co-agent vendor	<b>Alexandra Kilby</b>	
vendor's solicitor	<b>RANKIN ELLISON LAWYERS</b> Suite 5.02, Level 5, 123 Pitt Street Sydney NSW 2000	Ph: 8297 5900 Ref: 252070 E: <a href="mailto:michael.callanan@rankinellison.com.au">michael.callanan@rankinellison.com.au</a>
date for completion	120 days after the contract date (clause 15)	
land (address, plan details and title reference)	<b>Unit 109, 212-216 Mona Vale Road, St Ives NSW 2075</b> Lot 112 in Strata Plan 93501 being Folio Identifier 112/SP93501	

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

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

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

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> Other: window shutters, wooden floorboards			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

Where there is more than one purchaser  JOINT TENANTS  
 tenants in common  in unequal shares, specify: \_\_\_\_\_

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

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

**SIGNING PAGE**

<b>VENDOR</b>	<b>PURCHASER</b>
<p><b>Signed by</b></p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>
<p><b>Signed by</b> _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person      Signature of authorised person</p> <p>_____</p> <p>Name of authorised person      Name of authorised person</p> <p>_____</p> <p>Office held      Office held</p>	<p><b>Signed by</b> _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person      Signature of authorised person</p> <p>_____</p> <p>Name of authorised person      Name of authorised person</p> <p>_____</p> <p>Office held      Office held</p>

**Choices**

Vendor agrees to accept a **deposit-bond**  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4): PEXA

**Manual transaction** (clause 30)  NO  yes  
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

**Land tax** is adjustable  NO  yes  
**GST:** Taxable supply  NO  yes in full  yes to an extent  
 Margin scheme will be used in making the taxable supply  NO  yes

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

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

Purchaser must make a **GSTRW payment** (GST residential withholding payment)  NO  yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract
<p><b>Home Building Act 1989</b></p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p><b>Other</b></p> <input type="checkbox"/> 60 DA approval and stamped plans
<p><b>HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number</b></p>	
<p>Westside Strata Management            Add: Suite E8/291-303 The Horsley Drive, Fairfield NSW 2165            Ph: 02 9791 9933            E: <a href="mailto:strata@westside.net.au">strata@westside.net.au</a></p>	

**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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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:
 

<p>APA Group          Australian Taxation Office          Council          County Council          Department of Planning and Environment          Department of Primary Industries          Electricity and gas          Land and Housing Corporation          Local Land Services</p>	<p>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</p>
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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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)**

1.1 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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<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 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>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<i>variation within work order</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> , in relation to a period, at any time before or during the period, and 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).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## 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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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*.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

**13 Goods and services tax (GST)**

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

**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 outgoing 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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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**
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

**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 *servicing* 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 4.8 or clause 30.4);
  - 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;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 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 s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 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 14.6 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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

**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 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 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.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

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## ADDITIONAL CLAUSES

### 33. Amendments to the printed form 2022 Copyright Contract Clauses.

- (a) The provisions of the printed contract to which these additional clauses are annexed are amended as follows:
- (i) clause 7.1.1 - delete “5%” and replace it with “1%”.
  - (ii) clause 7.1.3 - delete “14 days” and replace it with “7 days”.
  - (iii) clause 7.2.1 - delete “10%” and replace it with “1%”.
  - (iv) clause 8.1.1 - delete “on reasonable grounds”.
  - (v) clause 8.1.2 - delete “and those grounds”.
  - (vi) clause 10.1 – line 1 is replaced with “The purchaser cannot make a claim, objection, requisition, delay completion, rescind or terminate in respect of:-
  - (vii) clause 10.1.8 - replace “substance” with “existence” and “disclosed” with “noted”.
  - (viii) clause 10.1.9 - replace “substance” with “existence” and “disclosed” with “noted”.
  - (ix) clause 10.2 – add “make a claim, objection, requisition, delay completion or” and “cannot”.
  - (x) clauses 12.1 and 12.2 - delete.
  - (xi) clause 17.3 - delete.
  - (xii) Clause 23.5.1 – insert the words “which includes special levies payable by instalments (where the adjustment period is the period of the instalments)” to the end of the clause.
  - (xiii) Clause 23.6.1 – delete the words “even if it is payable by instalments” and substitute the following words:  
  
*“but if it is payable by instalments, only the instalment payable prior to the completion date, and only if contribution has been levied”.*
  - (xiv) Replace “vendor” with “purchaser” in clause 23.13
  - (xv) Delete Clause 23.14
  - (xvi) Clause 25.1.1 – delete “limited”.
  - (xvii) clause 29 - delete.

### **34. Interpretation**

- (a) If there are any inconsistencies between the printed clauses of this contract numbered from 1 to 32 and these additional clauses, the additional clauses shall prevail.
- (b) Headings used in this contract are for ease of reference only and do not affect the interpretation of the provisions of this contract.

### **35. Acknowledgments and agreements by purchaser**

- (a) The purchaser acknowledges and agrees that:
  - (i) this contract constitutes the whole of the agreement between the parties;
  - (ii) the purchaser has relied on the purchaser's own inquiries and been satisfied in relation to the suitability of the property, the use or purpose to which the property or any part of it may be put (including any restrictions applying to such use or purpose), any services to, in, over, through or on the property, any improvements on the property and any inclusions, furnishings and chattels passing with the property;
  - (iii) The improvements, if any, erected on the property are sold in their present condition and state of repair. The purchaser acknowledges that he has inspected the property and all of the improvements erected thereon (whether expressly included in the sale or not) and that he has made his own inquiries and satisfied himself as to the nature and extent of any lack of repair, dilapidation, infestation, contamination or any defect whatsoever, whether latent or patent, in relation to the property. The purchaser cannot make any claim or requisition or rescind or terminate with respect to any such matters.
  - (iv) The vendor is under no obligation at any time to effect any repairs, carry out any works or upgrade any of the improvements or any part of the property, nor to remove any building waste or debris from the property, and

the purchaser shall take title accordingly and the purchaser cannot make any claim or requisition or rescind or terminate this contract with respect to any such matters.

### **36. Warranties or Representations**

The purchaser acknowledges that the purchaser has not been induced to enter into this Contract by any representation or warranty, verbal or otherwise, made by the vendor or anyone on the vendor's behalf which is not set out in this Contract.

### **37. Inclusions & Fixtures**

The purchaser must accept the inclusions and the fixtures in their present condition and state of repair. The vendor is not liable for any loss (other than loss due to the act or default of the vendor), mechanical breakdown or fair wear and tear in respect of any of the inclusions or the fixtures occurring after the date of the Contract.

### **38. Purchaser Acknowledgments**

The purchaser acknowledges that they are purchasing the property and shall take title thereto subject to any existing or proposed water, sewerage and drainage, gas, electricity, telephone and other installations and services (if any). Subject to Section 52A(2)(b) of the *Conveyancing Act 1919* and the regulations pursuant thereto and without limiting the

generality of clause 10.1, the purchaser acknowledges and agrees that no objection, requisition or claim shall be made by the purchaser in respect of any of the matters referred to in this clause:

- (a) in respect of the nature, location, availability or non-availability of any such services;
- (b) if any sewer main or mains or connections for or of any relevant authority for or of any supplier and such services pass in or over or through the property;
- (c) whether or not the property is subject to or has the benefit of any rights or easements in respect of any such service or mains, pipes or connections therefor;
- (d) in respect of any defects in such installations and services;
- (e) if any underground or surface stormwater drain passes through or over the property or should any manhole or vent be on the property;
- (f) if any rainwater downpipe is connected to the sewer;
- (g) in respect of the nature, locality and adequacy of any dividing fence (as defined in the *Dividing Fences Act 1991*) including any claims and proceedings thereto; and
- (h) whether or not there is a Sewer Service Diagram available.

### **39. Capacity**

- (a) Without limiting, negating or restricting any rights or remedies available to the vendor or purchaser at law or in equity, it is agreed that if either party (not being otherwise in default under this contract):
  - (i) being an individual, dies or becomes incapable because of unsoundness of mind to manage that person's affairs; or
  - (ii) being a company, resolves to go into liquidation (or has a petition for its winding up presented and not withdrawn within 30 days after presentation) or enters into any scheme or arrangement with its creditors under the relevant provisions of the *Corporations Act 2001* or if a liquidator, receiver or receiver and manager or provisional liquidator is appointed to that company, or if a mortgagee enters into possession of all or a substantial part of the assets of a party;

the other party may by notice in write to such party rescind this contract and clause 19 shall apply to any such rescission.

- (b) The purchaser warrants that the purchaser has the legal capacity to enter into this contract.

### **40. Completion and completion delay**

- (a) Completion of this contract must take place on or before 4.30 pm on the completion date.
- (b) For the purposes of clause 15, the parties agree that not less than 14 days' notice after the date of serving such notice to complete is reasonable and adequate at both law and in equity and such notice shall require completion on a specified date and a time for completion on that date.

- (c) The party giving any such notice is entitled to withdraw it at any time and is not precluded from issuing other notices to complete.
- (d) If the vendor gives such a notice the purchaser shall forthwith pay to the vendor the sum of \$330.00 as compensation for legal costs and expenses incurred by the vendor.
- (e) The vendor is not obliged to complete unless the purchaser complies with the preceding sub-clauses.

#### **41. Interest**

- (a) If, through no fault of the vendor, the purchaser does not complete this contract by the completion date then, without prejudice to any other remedies of the vendor, the purchaser must pay to the vendor, in cash on the completion date, an amount being interest calculated on the balance of the price payable under this contract at the rate of 8% per annum from and including the completion date up to and including the actual date on which the purchaser completes this contract ("*Interest Period*"). It is agreed that the amount of interest is a genuine pre-estimate of the vendor's loss of interest for the price and liability for rates and outgoings.
- (b) The purchaser is not entitled to require the vendor to complete the contract unless the interest payable pursuant to this clause and costs are paid to the vendor on completion.
- (c) The parties agree it is an essential term of this contract that the interest be paid. The vendor may waive this term at the vendor's absolute discretion.
- (d) This clause does not apply to any part of the Interest Period during which completion has been delayed through the default of the vendor.

#### **42. Completion booking settlement fee**

If the purchaser cancels settlement after appropriate settlement booking arrangements have been made, the purchaser will allow the vendor a GST inclusive fee of \$110 in respect of each cancellation, which fee shall be added to the amount payable to the vendor on completion.

#### **43. Receipt of deposit**

- (a) Despite clause 2.9, if this contract is terminated by either party under a notice to complete, the party terminating the contract is entitled to receive the deposit together with all interest earned on the deposit (if any) without any further order or other written communication from any party being necessary.
- (b) The parties to this contract authorise the deposit holder to release the deposit together with all interest earned on it to the party terminating the contract under the notice to complete.

#### **44. Pollution and Contamination**

- (a) The purchaser shall not be entitled to exercise any right of rescission or to make any claim, objection, requisition or demand of any nature either before or after completion in relation to any claims arising under:
  - (i) any legislation, whether State or Federal, relating to pollution, contamination, degradation or poisoning of or damage to the environment, or any regulation made under any such legislation from time to time; or from

(ii) the presence in or upon the property of any discharge, release, emission or leaching from the property of any dangerous, hazardous or poisonous material or substance of any nature whatsoever.

(b) This clause shall not merge on completion but shall endure for the benefit of the vendor.

#### **45. Agent and warranty**

(a) The purchaser warrants that no real estate agent (other than the agent and co-agent, if any, described as the vendor's agent on page 1 of this contract) has, on behalf of the vendor, shown the property to the purchaser, or introduced the vendor to the purchaser or in any other manner being the real and effective cause of the vendor entering into this contract.

(b) If any claim is brought against the vendor as a result of any matter which would amount to a breach of the warranty in the preceding sub-clause. the purchaser indemnifies the vendor against any claim including all legal costs (on a solicitor and client basis) incurred by the vendor in connection with the claim.

(c) The vendor warrants that the vendor has not signed any sole or exclusive agency agreement with any agent in respect of the property other than the agent described on page 1 of this contract.

(d) Rights under this clause continue after completion.

#### **46. GST**

The purchaser warrants that the property will be used for residential accommodation. The purchaser indemnifies the vendor against any liability to pay GST arising from breach of this warranty. Rights under this clause continue after completion and endure for the benefit of the vendor.

#### **47. Transfer information**

The parties expressly agree that the information contained in this contract is sufficient for the purchaser to prepare the form of transfer.

#### **48. Smoke alarms**

The purchaser cannot make a claim or requisition or rescind or terminate this contract should the vendor not have complied with the provisions of the regulations under the *Environmental Planning and Assessment Act 1979* relating to the installation of smoke alarms in the property.

#### **49. Requisitions on title**

For the purposes of clause 5, the only requisitions that the purchaser shall be entitled to make are those set out in the form of Requisitions on Title annexed to this contract.

#### **50. Warranty as to finance**

The purchaser warrants to the vendor that the purchaser either:

(a) does not require finance to purchase the property; or

(b) has obtained finance approval to purchase the property.

## **51. Governing law**

The law in force in the State of New South Wales governs this contract and each of the parties irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and to the competent courts of appeal from such court.

## **52. Annexed documents and disclosures**

- (a) Copy documents are annexed to this contract, whether or not they are noted in any attached List of Documents ( "the Attached Documents"), and ;
- (b) The vendor specifically discloses the content of and disclosures in the Attached Documents which the purchaser specifically acknowledges and accepts.
- (c) Without limiting clause 10.1.9, the purchaser cannot make a claim or requisition or rescind or terminate or delay completion in respect of anything disclosed in the Attached Documents.
- (d) The vendor does not promise, represent or state that the Attached Documents are accurate, current or complete and the purchaser shall make no objection, requisition or claim for compensation or rescind or terminate this contract in relation to any matter or thing disclosed, noted or referred to in any of the Attached Documents, which are provided for the information of the purchaser only.

## **53. Adjustments**

The parties agree to adjust all usual outgoings and all amounts payable under this contract on completion. However, if any amount is incorrectly calculated, overlooked or an error is made in calculating such adjustments, the parties agree to correct such calculation error and reimburse each other following such correction after completion and the benefit of this clause shall endure for the benefit of the parties beyond completion.

## **54. Foreign Investment Review Board**

In addition to the provisions of Clause 22 hereof, in the event the Foreign Acquisitions and Takeovers Act 1975 applies to the Purchaser and to this transaction, in breach of the promise contained in Clause 22, the Purchaser agrees to indemnify and to compensation the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof. The promise and indemnity shall not merge on completion.

## **55. Severability**

Unenforceability of any provision of this contract does not affect the enforceability of any of its other provisions.

## **56. Non-Merger**

The provisions of this contract having application after completion continue to apply and have full force and effect after completion of this contract.

## **57. Privacy**

The purchaser consents to the vendor disclosing any of the purchaser's personal information that has been disclosed in this contract and collected by the vendor so as to enable the vendor to make all necessary arrangements for completion of this contract.

## **58. Exchange by Email**

This Contract may be executed in counterparts by the parties to the Contract. When executed, by a party communication of the fact of that execution to the other parties may be made by sending evidence of execution by email, provided that such email evidence is provided by the relevant party or the Solicitor or Conveyancer acting for such party.

## **59. Authority to Correct and Amend Contract**

Each party hereby authorises their respective Solicitor or Conveyancer named on the front page of this Contract or any employee of such Solicitor or Conveyancer :-

- (a) up until and after the date of the Contract (notwithstanding that the relevant party has executed the Contract) to make alterations, amendments or variations to this Contract and add, release or remove any annexure to it; and
- (b) to negotiate and enter into binding variations to the terms and conditions of this Contract by way of exchange of letters.

## **60. E-Contract**

### **(a) Counterparts**

- (i) This Contract may be executed in any number of counterparts, each executed by one or more parties.
- (ii) All counterparts, taken together, constitute one instrument.
- (iii) A party may execute this Contract by signing any counterpart. To the extent permitted by law, a counterpart may be executed electronically.
- (iv) This Contract is binding on the parties on exchange of counterparts. A copy of a counterpart that is electronically scanned and emailed to each other party or their authorised representative:
  - (A) must be treated as an original counterpart;
  - (B) is sufficient evidence of the execution of the original; and
  - (C) may be produced in evidence for all purposes in place of the original.

### **(b) Electronic Signatures**

- (i) To the extent permitted by law, a party may sign this Contract electronically, including by using software or a platform for the electronic execution of contracts.
- (ii) A print out of the executed Contract once all parties signing electronically have done so, will be an executed original counterpart of this Contract, irrespective of which party prints it.
- (iii) Each party that signs this Contract electronically represents and warrants that it or anyone signing on its behalf:
  - (A) has been duly authorised to enter into and execute this Contract electronically and to create obligations that are valid and binding obligations on the party;
  - (B) has affixed their own electronic signature; and
  - (C) where applicable, holds the position or title indicated under their electronic

signature,

- (iv) No person may challenge the validity of this Contract by virtue only of the fact that it has been electronically signed by or on behalf of any party.

**(c) Parties may require a paper form contract**

- (i) Either party may require by notice to the other party that the parties sign a customary paper form contract on substantially the same terms as this contract (Paper Contract).
- (ii) If a party serves a notice pursuant to clause 27(d)(i), the other party must sign and deliver to the notifying party's solicitor the Paper Contract accompanying that notice within 14 days.
- (iii) If the party does not comply with clause 27(d)(ii), then that party appoints the notifying party, the notifying party's authorised representative, as its attorney to comply with that clause.
- (iv) The parties acknowledge and agree that a Paper Contract is only intended to record the detailed terms of the contract in paper form, and confirm that they intend to be and will be bound by the contract on the date of this document.

**61. Deposit by instalment**

Notwithstanding any other provision in this contract, the parties agree that the deposit payable is 10% of the purchase price which is payable as follows:

- (a) \_\_\_\_\_ payable to the deposit holder on the making of this contract.
- (b) The balance of the ten percent (10%) deposit payable to the deposit holder, or as directed by the Vendor, on the first occur of the date for completion or on termination of this contract.

**62. Guarantee and indemnity**

- (a) If the purchaser is a company which is neither listed nor wholly owned by a company listed on the Australian Stock Exchange, each of the directors (jointly and severally) of the purchaser hereby unconditionally guarantee as guarantors to the vendor the due and punctual performance by the purchaser of all of the obligations and liability of the purchaser to the vendor pursuant to this contract.
- (b) The guarantee contained in this clause shall not be affected in any way by any waiver or failure or delay in enforcing any obligation owed by the purchaser to the vendor or by any variation of any terms of this contract.
- (c) If for any reason the whole or any part of the obligations of the purchaser under this contract are not enforceable against or recoverable against any of the directors as surety, then as a separate and independent liability the directors as guarantors hereby indemnify the vendor against all actions, demands, losses, costs and expenses of whatever nature (whether actual or contingent) sustained, suffered or incurred by the vendor as a result of such obligations not being enforceable or recoverable as such surety.

**Signed, sealed and delivered by**  
(Guarantor)

In the presence of:

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Print Name of Guarantor

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

**Signed, sealed and delivered by**  
(Guarantor)

In the presence of:

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Print Name of Guarantor

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 112/SP93501

SEARCH DATE	TIME	EDITION NO	DATE
20/8/2025	2:49 PM	4	1/4/2021

LAND

LOT 112 IN STRATA PLAN 93501  
AT ST IVES  
LOCAL GOVERNMENT AREA KU-RING-GAI

FIRST SCHEDULE

ALEXANDRA KILBY (T AK671948)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP90543
- 2 AQ927344 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

af10500033

PRINTED ON 20/8/2025



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP90543

SEARCH DATE	TIME	EDITION NO	DATE
20/8/2025	2:53 PM	6	30/5/2025

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 90543  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ST IVES  
LOCAL GOVERNMENT AREA KU-RING-GAI  
PARISH OF GORDON COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP90543

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 90543  
ADDRESS FOR SERVICE OF DOCUMENTS:  
WESTSIDE STRATA  
PO BOX 241  
FAIRFIELD  
NSW 1860

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 INCORPORATES DEVELOPMENT LOT 100/1176717  
AK353135 AMENDMENT TO STRATA DEVELOPMENT CONTRACT
- 3 C496151 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 4 J910287 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 5 AI481824 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES AFFECTING THE PART DESIGNATED (A) IN PLAN WITH AI481824
- 6 AI828816 POSITIVE COVENANT
- 7 AI828817 RESTRICTION(S) ON THE USE OF LAND
- 8 AI828818 RESTRICTION(S) ON THE USE OF LAND
- 9 AI828819 EASEMENT FOR WASTE COLLECTION AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 10 AI963059 POSITIVE COVENANT
- 11 AP16083 INITIAL PERIOD EXPIRED
- 12 AV101613 CONSOLIDATION OF REGISTERED BY-LAWS

END OF PAGE 1 - CONTINUED OVER

af10500033

PRINTED ON 20/8/2025

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP90543

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 90543

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 83	2	- 86	3	- 87	4	- 63
5	- 60	6	- 65	7	- 84	8	- 92
9	- 64	10	- 66	11	- 81	12	- 82
13	- 90	14	- 60	15	- 59	16	- 60
17	- 86	18	- 90	19	- 63	20	- 62
21	- 82	22	- 86	23	- 91	24	- 61
25	- 61	26	- 61	27	- 88	28	- 92
29	- 65	30	- 63	31	- 84	32	- 87
33	- 92	34	- 62	35	- 63	36	- 62
37	- 89	38	- 93	39	- 65	40	- 64
41	- 101	42	- 104	43	- 74	44	- 122
45	- 67	46	- 67	47	- SP92568	48	- SP93501

STRATA PLAN 92568

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
49	- 76	50	- 71	51	- 70	52	- 72
53	- 90	54	- 90	55	- 89	56	- 100
57	- 68	58	- 69	59	- 72	60	- 68
61	- 68	62	- 70	63	- 86	64	- 86
65	- 85	66	- 102	67	- 70	68	- 65
69	- 73	70	- 68	71	- 68	72	- 72
73	- 87	74	- 87	75	- 86	76	- 105
77	- 71	78	- 66	79	- 75	80	- 70
81	- 70	82	- 72	83	- 88	84	- 88
85	- 88	86	- 106	87	- 72	88	- 68
89	- 109	90	- 104	91	- 70	92	- 110
93	- 106	94	- SP93501				

STRATA PLAN 93501

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
95	- 96	96	- 77	97	- 92	98	- 91
99	- 70	100	- 97	101	- 96	102	- 91
103	- 73	104	- 88	105	- 86	106	- 68
107	- 92	108	- 91	109	- 92	110	- 74
111	- 88	112	- 88	113	- 70	114	- 93
115	- 92	116	- 93	117	- 75	118	- 89
119	- 89	120	- 71	121	- 96	122	- 93
123	- 80	124	- 76	125	- 76	126	- 104
127	- 78						

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

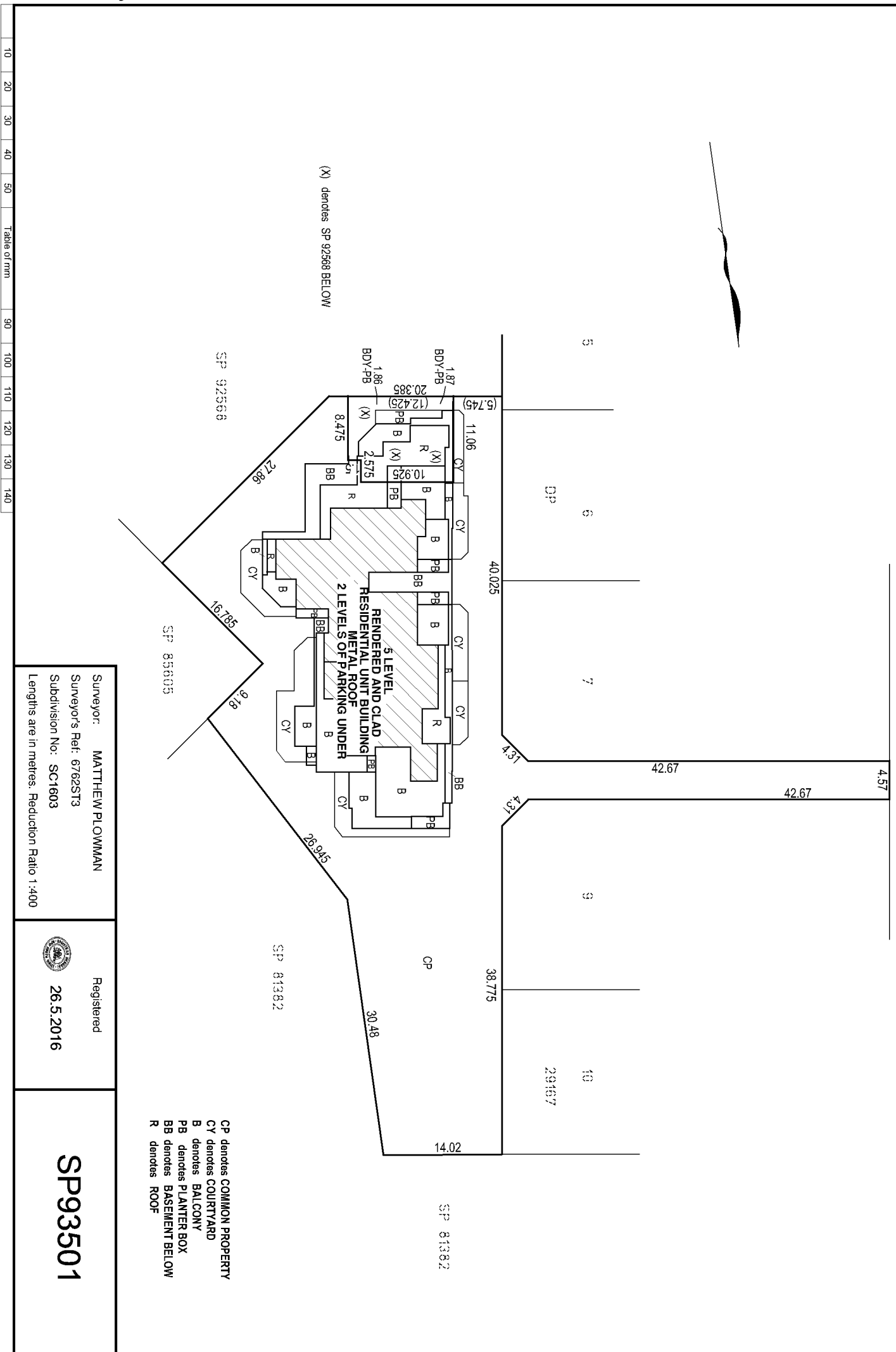
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PRINTED ON 20/8/2025

# MEMORIAL AVENUE

## LOCATION PLAN

212-216 MONA VALE ROAD, ST IVES



(X) denotes SP 92568 BELOW

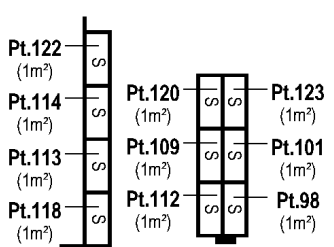
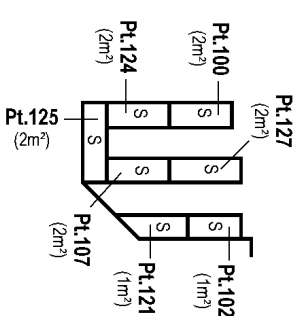
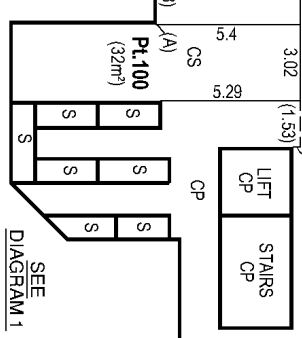
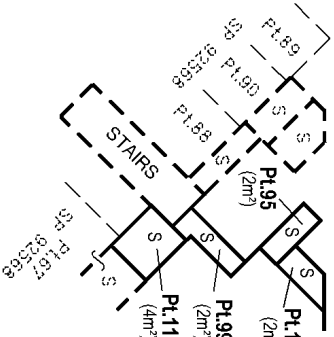
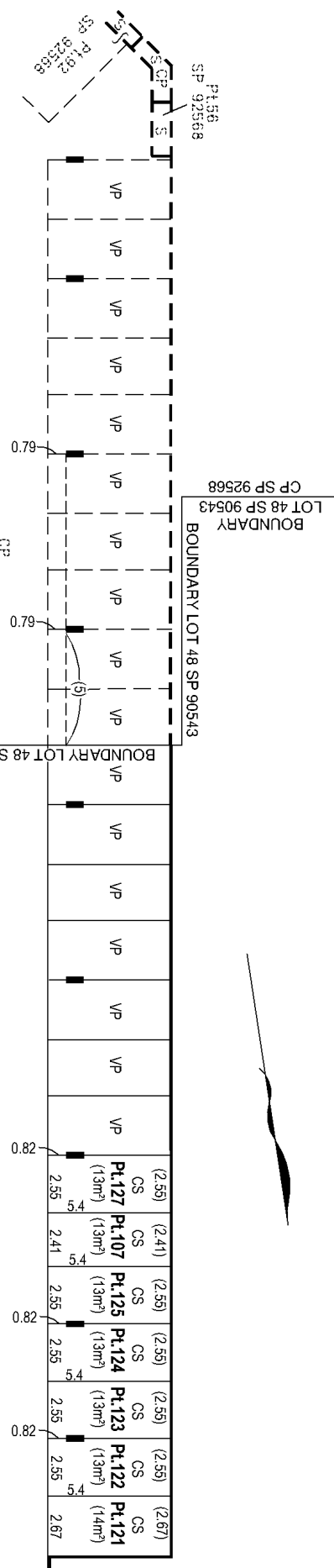
CP denotes COMMON PROPERTY  
 CY denotes COURTYARD  
 B denotes BALCONY  
 PB denotes PLANTER BOX  
 BB denotes BASEMENT BELOW  
 R denotes ROOF

Surveyor: MATTHEW PLOWMAN  
 Surveyor's Ref: 6762ST3  
 Subdivision No: SC1603  
 Lengths are in metres. Reduction Ratio 1:400

Registered  
 26.5.2016

SP93501

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



**NOTES:-**

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
3. MECHANICAL VENTILATION DUCTING WITHIN STORAGE AREAS AND CARSPACES IN COMMON PROPERTY
4. METAL FENCING AROUND STORAGE AREAS IS COMMON PROPERTY

— denotes PROLONGATION OF FACE OF WALL/COLUMN  
 — denotes PROLONGATION OF CENTRELINE OF WALL/COLUMN

**LOWER BASEMENT LEVEL  
(CARPARKING & STORAGE)**

(A) INTERSECTION OF FACE OF SHOTCRETE WALL

CP denotes COMMON PROPERTY  
 CS denotes CARSPACE  
 S denotes STORAGE  
 VP denotes VISITOR PARKING (CP)

Surveyor: MATTHEW PLOWMAN  
 Surveyor's Ref: 6762ST3  
 Subdivision No: SC1603

Registered

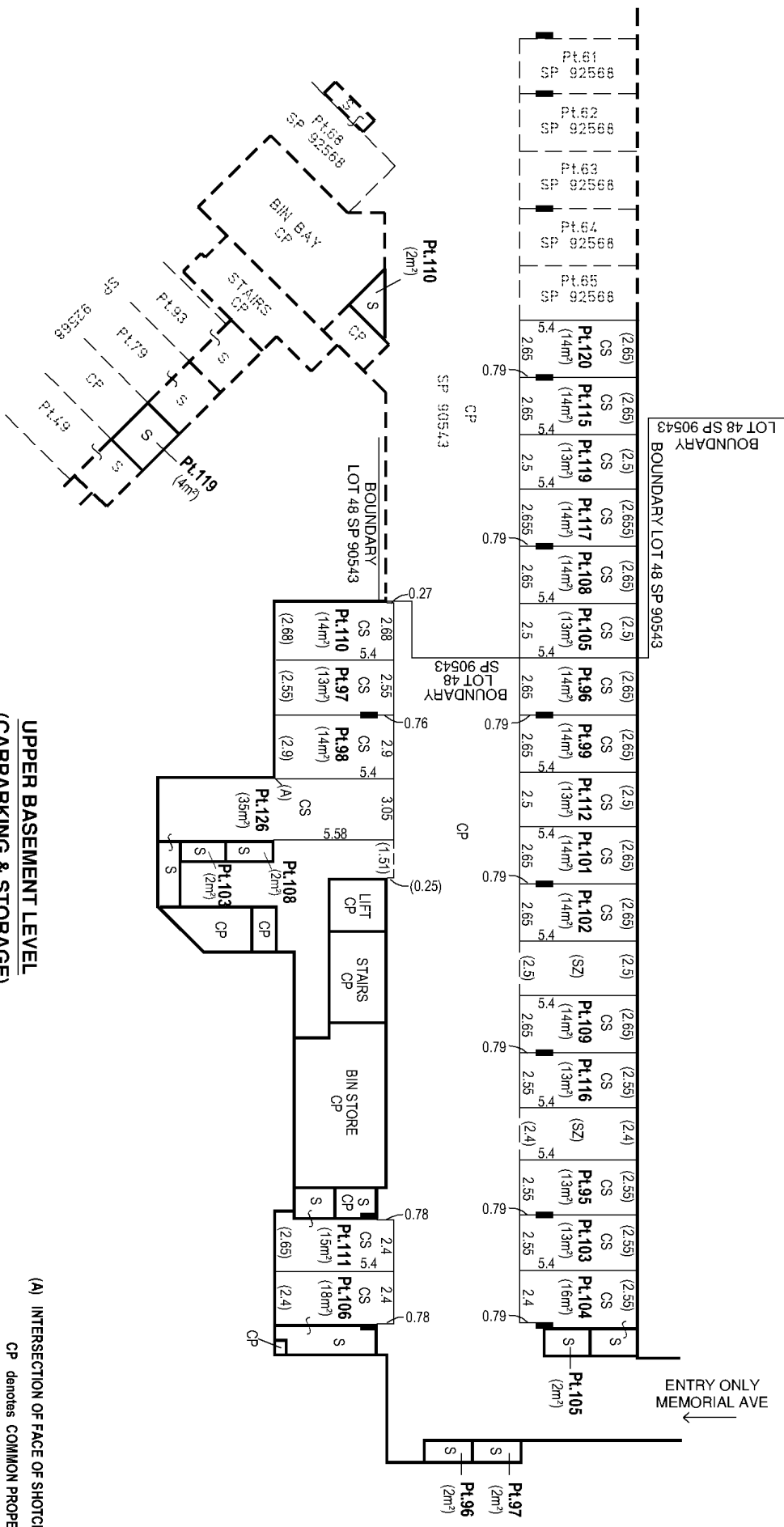
26.5.2016

**SP93501**

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Table of mm

Lengths are in metres. Reduction Ratio 1:200



- NOTES:-
1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
  2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
  3. MECHANICAL VENTILATION DUCTING WITHIN STORAGE AREAS AND CARSPACES IN COMMON PROPERTY
  4. METAL FENCING AROUND STORAGE AREAS IS COMMON PROPERTY

**UPPER BASEMENT LEVEL  
(CARPARKING & STORAGE)**

- (A) INTERSECTION OF FACE OF SHOTCRETE WALL
- CP denotes COMMON PROPERTY
  - CS denotes CARSPACE
  - S denotes STORAGE
  - SZ denotes SHARED ZONE (CP)

- █ denotes PROLONGATION OF FACE OF WALL/COLUMN
- █ denotes PROLONGATION OF CENTRELINE OF WALL/COLUMN

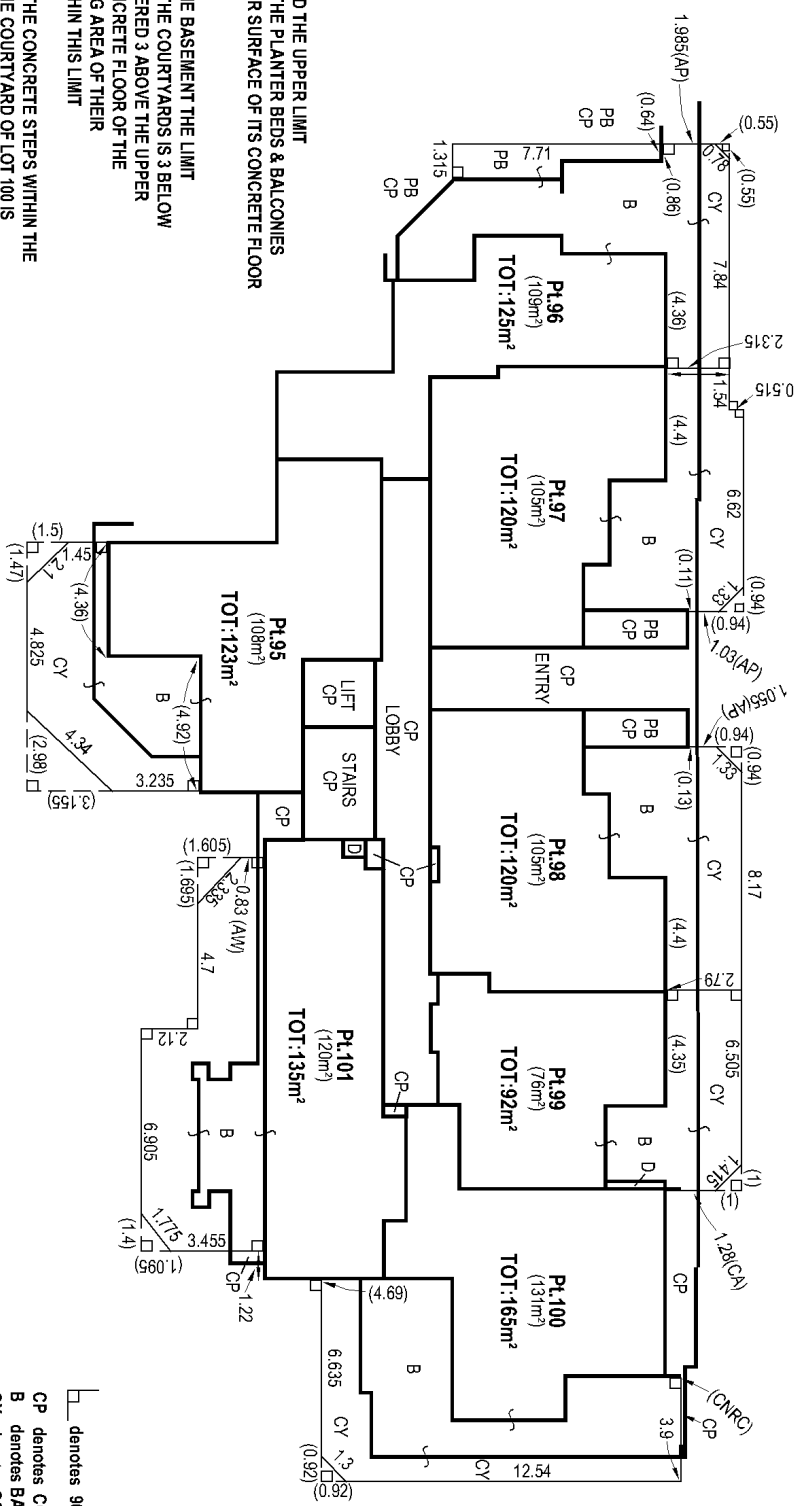
Surveyor: MATTHEW PLOWMAN  
 Surveyor's Ref: 6762ST3  
 Subdivision No: SC1603  
 Lengths are in metres. Reduction Ratio 1:200

Registered  
 26.5.2016

**SP93501**

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130
140

Table of mm



- NOTES:-**
1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF THE PLANTER BEDS & BALCONIES IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WITHIN THIS LIMIT
  2. WHERE NOT OVER THE BASEMENT THE LIMIT OF THE STRATUM OF THE COURTYARDS IS 3 BELOW AND WHERE NOT COVERED 3 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE UNIT WITHIN THIS LIMIT
  3. THE STRUCTURE OF THE CONCRETE STEPS WITHIN THE WESTERN END OF THE COURTYARD OF LOT 100 IS COMMON PROPERTY
  4. THE STRUCTURE OF ALL FENCING AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY
  5. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
  6. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

**GROUND FLOOR**

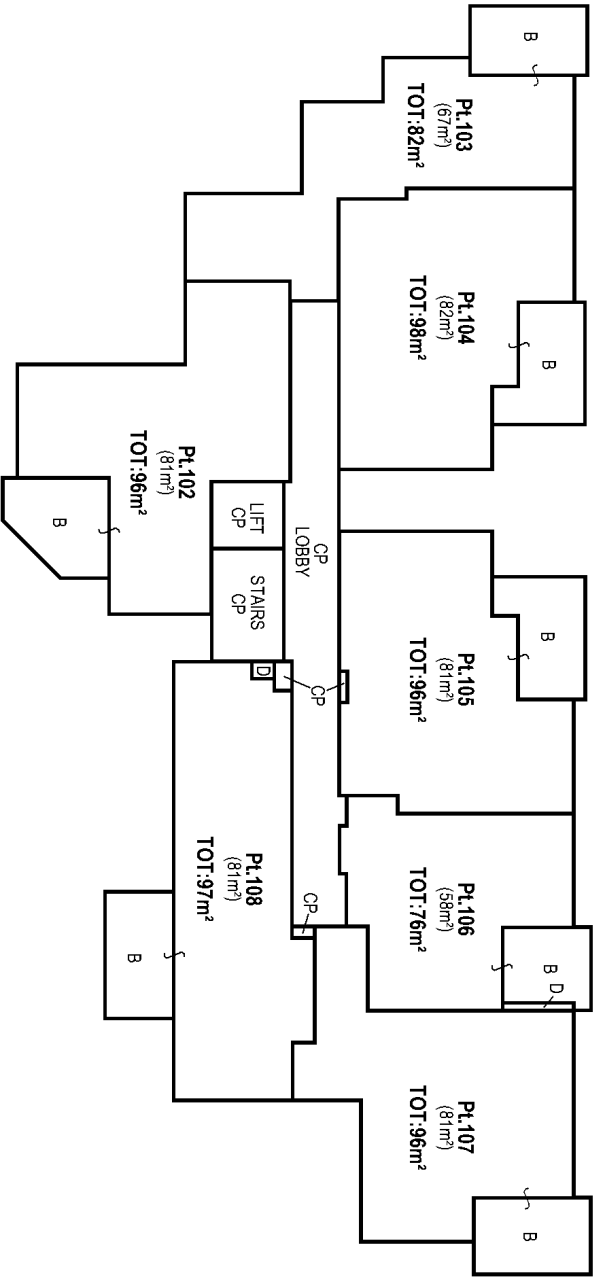
- ┌ denotes 90° ANGLE
- CP denotes COMMON PROPERTY
- B denotes BALCONY
- CY denotes COURTYARD
- D denotes SERVICE DUCT (CP)
- PB denotes PLANTER BED
- (AP) denotes ANGLE TO FACE OF PLANTER BED AT 90° TO PLANTER BED
- (CA) denotes CORNER OF RENDERED COLUMN TO ANGLE
- (CNRC) denotes CORNER OF RENDERED COLUMN
- (AW) denotes ANGLE TO MAIN WALL

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

Surveyor: MATTHEW PLOWMAN  
 Surveyor's Ref: 6762ST3  
 Subdivision No: SC1603  
 Lengths are in metres. Reduction Ratio 1:200

Registered  
 26.5.2016

**SP93501**



**LEVEL 1**

**NOTES:-**

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
4. AREAS OF BALCONIES NOT BOUNDED BY PLANTER BEDS AND/OR WALLS HAVE BEEN CALCULATED TO THE OUTSIDE EDGE OF THE CONCRETE

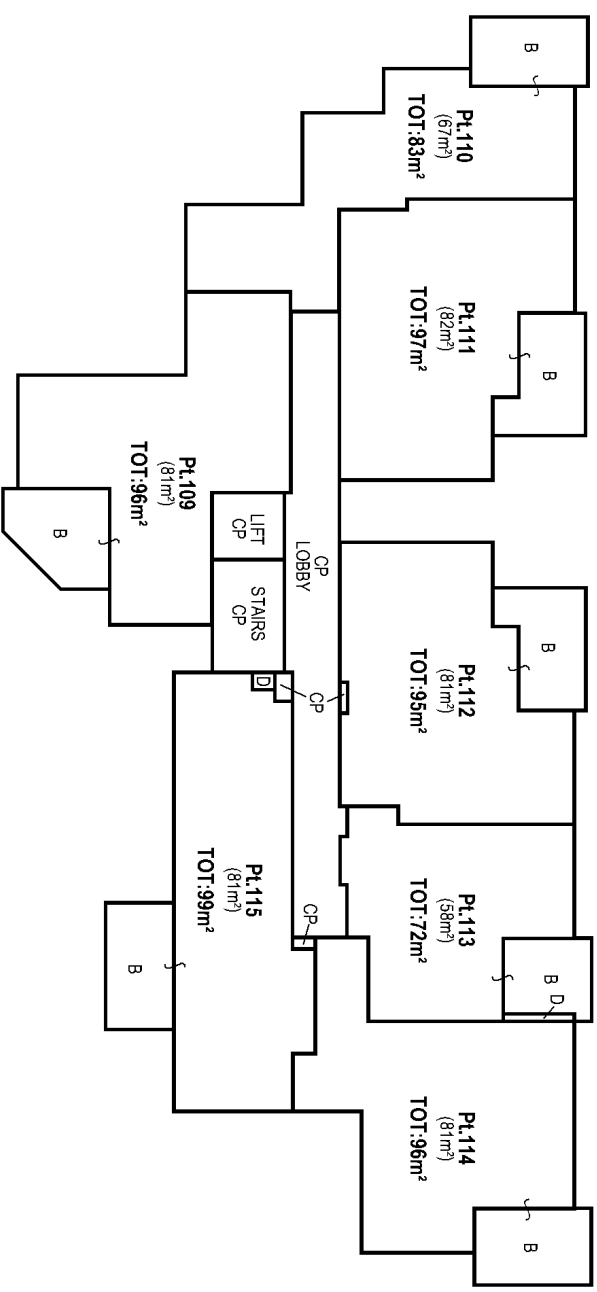
CP denotes COMMON PROPERTY  
 B denotes BALCONY  
 D denotes SERVICE DUCT (CP)

Surveyor: MATTHEW PLOWMAN  
 Surveyor's Ref: 6762ST3  
 Subdivision No: SC1603  
 Lengths are in metres. Reduction Ratio 1:200

Registered  
 26.5.2016

**SP93501**

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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**LEVEL 2**

**NOTES:-**

- WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE WITHIN THIS LIMIT
- ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
- AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
- AREAS OF BALCONIES NOT BOUNDED BY PLANTER BEDS AND/OR WALLS HAVE BEEN CALCULATED TO THE OUTSIDE EDGE OF THE CONCRETE

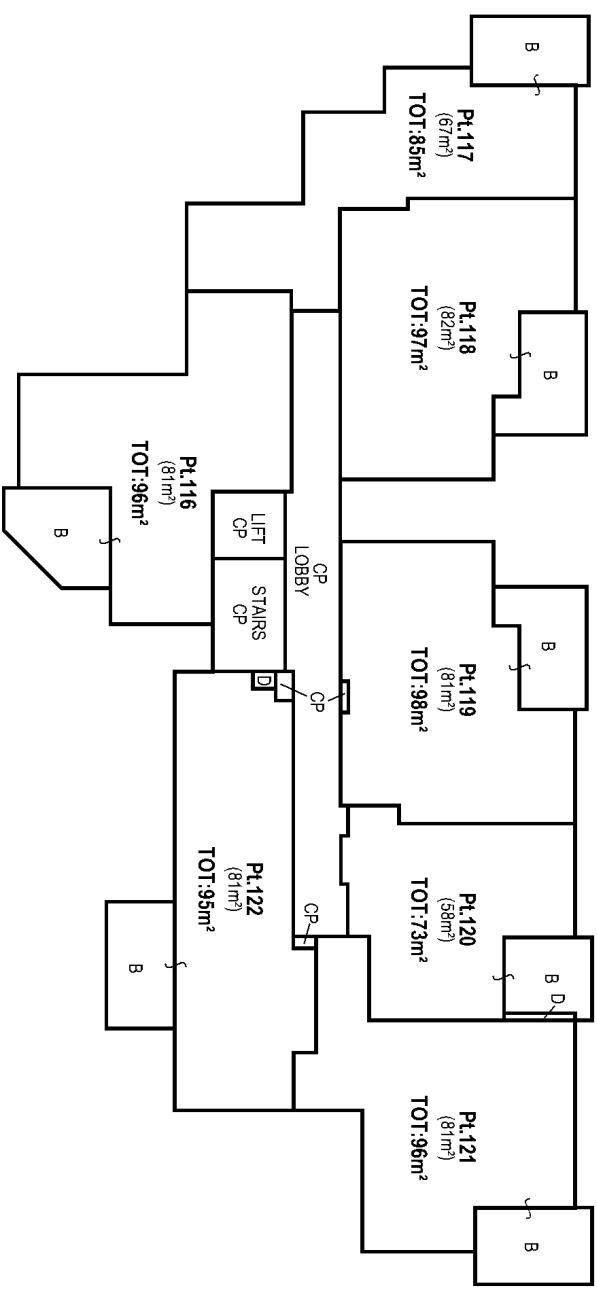
CP denotes COMMON PROPERTY  
 B denotes BALCONY  
 D denotes SERVICE DUCT (CP)

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Table of mm													

Surveyor: MATTHEW PLOWMAN  
 Surveyor's Ref: 6762ST3  
 Subdivision No: SC1603  
 Lengths are in metres. Reduction Ratio 1:200

Registered  
 26.5.2016

**SP93501**



**LEVEL 3**

**NOTES:-**

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
4. AREAS OF BALCONIES NOT BOUNDED BY PLANTER BEDS AND/OR WALLS HAVE BEEN CALCULATED TO THE OUTSIDE EDGE OF THE CONCRETE

CP denotes COMMON PROPERTY  
 B denotes BALCONY  
 D denotes SERVICE DUCT (CP)

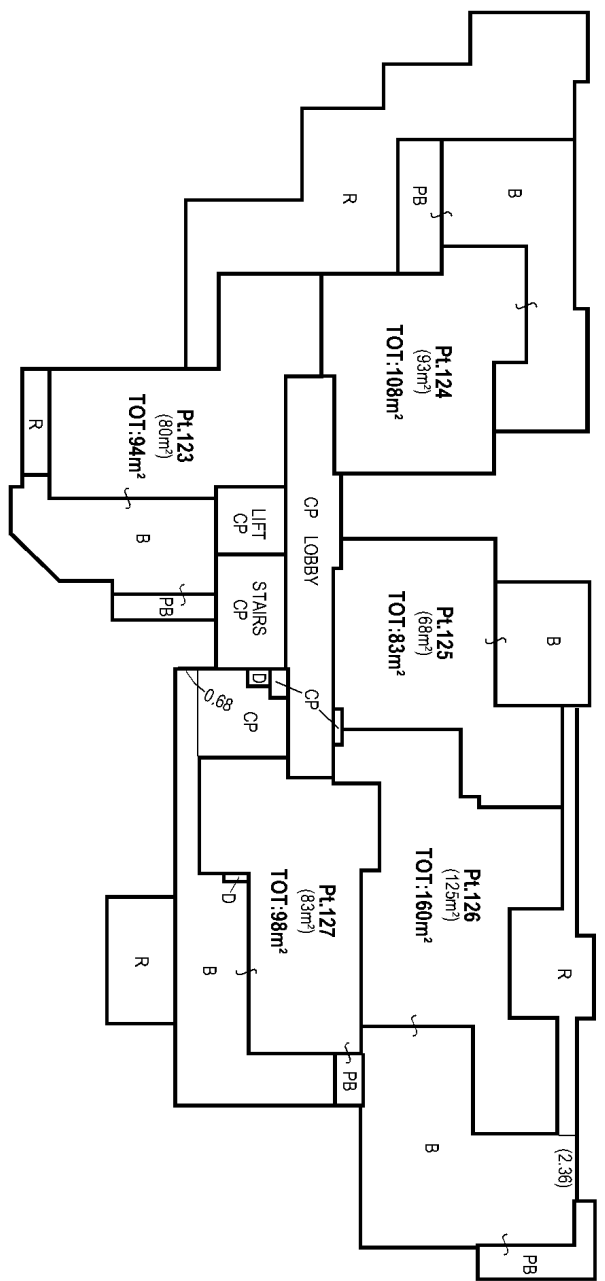
Surveyor: MATTHEW PLOWMAN  
 Surveyor's Ref: 6762ST3  
 Subdivision No: SC1603  
 Lengths are in metres. Reduction Ratio 1:200

Registered  
 26.5.2016

**SP93501**

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



**LEVEL 4**

- NOTES:-**
- WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY & PLANTER BED IS 3.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE WITHIN THIS LIMIT
  - ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
  - AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
  - AREAS OF BALCONIES NOT BOUNDED BY PLANTER BEDS AND/OR WALLS HAVE BEEN CALCULATED TO THE OUTSIDE EDGE OF THE CONCRETE.

- CP denotes COMMON PROPERTY
- B denotes BALCONY
- D denotes SERVICE DUCT (CP)
- PB denotes PLANTER BED
- R denotes ROOF (CP)

Surveyor: MATTHEW PLOWMAN  
 Surveyor's Ref: 6762ST3  
 Subdivision No: SC1603  
 Lengths are in metres. Reduction Ratio 1:200

Registered  
 26.5.2016

**SP93501**

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheets

Office Use Only

Office Use Only

Registered:  26.5.2016  
 Purpose: STRATA PLAN

SP93501

PLAN OF SUBDIVISION OF LOT 48 SP 90543  
 & LOT 94 SP 92568

LGA: KU-RING-GAI  
 Locality: ST IVES  
 Parish: GORDON  
 County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) The Accredited Certifier GORDON WREN  
 Accreditation No. BPB 0447  
 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 30 *Strata Schemes (Freehold Development) Regulation 2012*,  
~~\*(b) Section 66 or 66A *Strata Schemes (Leasehold Development) Act 1986* and~~  
~~clause 34 of the *Strata Schemes (Leasehold Development) Regulation 2012*,~~  
 have been complied with and approves of the proposed strata plan illustrated in  
 the plan with this certificate.  
~~\*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant~~  
~~development consent in force, and that all conditions of the development consent~~  
~~that by its terms are required to be complied with before a strata certificate may~~  
~~be issued, have been complied with.~~  
 \*(3) The strata plan is part of a development scheme. The council or accredited  
 certifier is satisfied that the plan is consistent with any applicable conditions of the  
 relevant development consent and that the plan gives effect to the stage of the  
 strata development contract to which it relates.  
~~\*(4) The building encroaches on a public place and;~~  
 \*(a) The Council does not object to the encroachment of the building beyond the  
 alignment of .....  
 .....  
 \*(b) The Accredited Certifier is satisfied that the building complies with the  
 relevant development consent which is in force and allows the  
 encroachment.  
~~\*(5) This approval is given on the condition that lot(s) ^ are created as utility~~  
~~lots in accordance with section 39 of the *Strata Schemes (Freehold Development)*~~  
~~*Act 1973* or section 68 of the *Strata Schemes (Leasehold Development) Act*~~  
~~1986.~~

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

The Owners – Strata Plan No. 90543

The adopted by-laws for the scheme are:

\* ^ ..... Model By-laws  
 \* together with, Keeping of animals: Option \*A/\*B/\*C  
 \* By-laws in sheets filed with plan.

\* Strike through if inapplicable

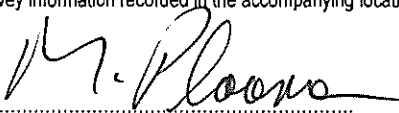
^ Insert the type to be adopted (Schedules 2–7 *Strata Schemes Management  
 Regulation 2010*)

Surveyor's Certificate (Approved Form 3)

I, MATTHEW PLOWMAN  
 of SDG LAND DEVELOPMENT SOLUTIONS,  
 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* has  
 been met  
 \* 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 ^DP ..... to  
 permit the encroachment to remain.

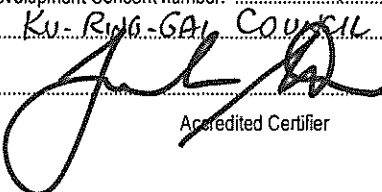
\*(3) The survey information recorded in the accompanying location plan is accurate.

Signature: 

Date: 6/5/2016

\* Strike through if inapplicable.

^ Insert the deposited plan number or dealing number of the instrument that created the  
 easement

Date: 9<sup>th</sup> MAY 2016  
 Subdivision number: SC 1603  
 Relevant Development Consent number: 126/14  
 Issued by: KU-RING-GAI COUNCIL  
 Signature:   
 Accredited Certifier

\* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

Signatures, Seals and Section 88B Statements should appear  
 on STRATA PLAN FORM 3A

Surveyor's Reference: 6762ST3

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 2 of 4 sheets

Office Use Only

Office Use Only

Registered:  26.5.2016

**PLAN OF SUBDIVISION OF LOT 48 SP 90543  
& LOT 94 SP 92568**

**SP93501**

This sheet is for the provision of the following information as required:

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: ..... SC 1603 .....

Date of endorsement: ..... 9<sup>th</sup> MAY 2016 .....

**SCHEDULE OF UNIT ENTITLEMENT**

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
95	96	112	88
96	77	113	70
97	92	114	93
98	91	115	92
99	70	116	93
100	97	117	75
101	96	118	89
102	91	119	89
103	73	120	71
104	88	121	96
105	86	122	93
106	68	123	80
107	92	124	76
108	91	125	76
109	92	126	104
110	74	127	78
111	88	AGGREGATE	2825

UNIT ENTITLEMENTS FOR LOTS 1 to 46 SP 90543 AND LOT 48 SP 90543 ARE SHOWN ON SP 90543  
UNIT ENTITLEMENTS FOR LOTS 49 to 94 SP 92568 ARE SHOWN ON SP 92568


**WARNING STATEMENT REGARDING THE INITIAL SCHEDULE OF UNIT ENTITLEMENTS**  
THE SCHEDULE OF UNIT ENTITLEMENTS MAY, ON COMPLETION OF THE STAGED STRATA DEVELOPMENT TO WHICH IT RELATES, BE REVISED IN ACCORDANCE WITH SECTION 28QAA OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

If space is insufficient use additional annexure sheet.

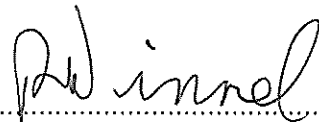
Surveyor's Reference: 6762ST3

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheets

Office Use Only	Office Use Only
Registered:  26.5.2016	<h1>SP93501</h1>
<b>PLAN OF SUBDIVISION OF LOT 48 SP 90543 &amp; LOT 94 SP 92568</b>	
Subdivision Certificate number: ..... <u>SC 1603</u> .....	This sheet is for the provision of the following information as required: • A Schedule of Unit Entitlements. • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> . • Signatures and seals - see 195D <i>Conveyancing Act 1919</i> . • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Date of endorsement: ..... <u>9<sup>th</sup> MAY 2016</u> .....	



EXECUTED by )  
 Canberra Estates Consortium No 24 Pty Limited )  
 ACN 138 976 637 )  
 in accordance with s127 of )  
 the Corporations Act 2001 )

  
 Robert Winnel  
 Director

  
 Michael Angelo De Simone  
 Director

Consent of Mortgages

Executed for and on behalf of )  
 Australia and New Zealand Banking Group Limited )  
 ABN 11 005 357 522 )  
 under Power of Attorney dated 18th November 2002 )  
 and registered in New South Wales )  
 Book: 4376 Folio: 410 by )

  
 Signature of Attorney )  
 In the presence of )  
  
 Signature of Witness )


STEVE TOKIC  
 who certifies that he/she is a )  
 Senior Manager / Manager )  
 and that he/she has not received )  
 notice of revocation of that Power. )

Bernard Keylock  
 Print name of Witness )  
 18/242 Pitt Street )  
 SYDNEY NSW 2000 )  
 Address of Witness )

If space is insufficient use additional annexure sheet.

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheets

Office Use Only	Office Use Only
Registered:  26.5.2016	<h1>SP93501</h1>
<b>PLAN OF SUBDIVISION OF LOT 48 SP 90543 &amp; LOT 94 SP 92568</b>	
Subdivision Certificate number: <u>SC 1603</u>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A Schedule of Unit Entitlements.</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>.</li> <li>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i>.</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
Date of endorsement: <u>27th MAY 2016</u>	

Consent of Mortgages

Executed for and on behalf of  
**Australia and New Zealand Banking Group Limited**  
 ABN 11 005 357 522  
 under Power of Attorney dated 18th November 2002  
 and registered in New South Wales  
 Book: 4376 Folio: 410 by



Signature of Attorney

In the presence of

  
 Signature of Witness

STEVE TOULIC  
 who certifies that he/she is a  
 Senior Manager / Manager  
 and that he/she has not received  
 notice of revocation of that Power.

Bernard Keylock  
 Print name of Witness  
 18/242 Pitt Street  
 SYDNEY NSW 2000  
 Address of Witness

If space is insufficient use additional annexure sheet.

**Lodger Details**

Lodger Code 506206G  
Name SARVAAS CIAPPARA LAWYERS  
Address L 7, SE 702, 65 YORK ST  
SYDNEY 2000  
Lodger Box 1W  
Email CIAPPARA@SCLAW.COM.AU  
Reference 2255953

Land Registry Document Identification

**AV101613**

STAMP DUTY:

**Consolidation/Change of By-laws**

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP90543	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP90543  
Other legal entity

**Meeting Date**

18/12/2024

**Added by-law No.**

**Details** SPECIAL BY-LAW 1 - RESTRICTING CHARGING OF ELECTRIC ITEMS (E-BIKES AND E-SCOOTERS)

**Repealed by-law No.**

**Details** NOT APPLICABLE

**Amended by-law No.**

**Details** NOT APPLICABLE

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

**Attachment**

**See attached** Conditions and Provisions

**See attached** Approved forms

**Execution**

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

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

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

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

**Executed on behalf of** THE OWNERS - STRATA PLAN NO. SP90543  
**Signer Name** TISHA CHAN  
**Signer Organisation** PARTNERS OF SARVAAS CIAPPARA LAWYERS  
**Signer Role** PRACTITIONER CERTIFIER  
**Execution Date** 28/05/2025

**SP90543**

**ANNEXURE A**

BYLAWS

**SP90543**

ROSEDALE - 212-216 Mona Vale Road, St Ives 2075

**Consolidated May 2025**



# SP90543

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## SECTION ONE - INTRODUCTION

### BY-LAW 1 BUILDING DESCRIPTION

#### 1.1 Complex

The Complex to which these By-laws applies:

- (a) is subject to the provisions of the Management Act; and
- (b) is the subject of a staged strata scheme under Part 2 Division 2A of the Development Act comprising the following stages:
  - (i) Building A in Stage One comprising the following Lots in the Strata Plan:
    - (A) Lots 1 to 46 (inclusive) being Residential Lots;
    - (B) Lot 47 being a development lot the subject of Stage Two; and
    - (C) Lot 48 being a development lot the subject of Stage Three.
  - (ii) Building B in Stage Two comprising Lots 49 to 94 (inclusive) in a Strata Plan of Subdivision of Lot 47.
  - (iii) Building C in Stage Three comprising Lots 95 to 127 (inclusive) in a Strata Plan of Subdivision of Lot 48.

#### 1.2 Building subject of a Strata Scheme

The Building to which these By-laws applies:

- (a) is subject to the provisions of the Management Act;
- (b) is the subject of a Strata Scheme registered under the Development Act; and
- (c) contains Residential Lots.

### BY-LAW 2 EXCLUSIVE USE BY-LAWS

#### 2.1 Which are the Exclusive Use By-laws

Sections 10 and 11 deal with Exclusive Use By-laws.

#### 2.2 What Exclusive Use By-laws do

- (a) An Owner who has the benefit of an Exclusive Use By-law may allow the Occupier of their Lot to exercise the rights of the Owner under the Exclusive Use By-law. The Owner remains responsible to the Owners Corporation in connection with compliance with the Exclusive Use By-Law.
- (b) An Exclusive Use By-law, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of that Lot
- (c) The party or parties having the benefit of an Exclusive Use By-law in connection with an Exclusive Use Area which is the subject of an Easement must permit the Benefited Party to exercise their rights under the Easement

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- (d) The consent of the Owner having the benefit of an Exclusive Use By-law must be obtained to the creation of an Easement after the date of registration of any by-law which affects or relates to the Exclusive Use area the subject of the Exclusive Use By-law, which consent must not be unreasonably withheld if the proposed Easement does not impact adversely on the rights under the relevant Exclusive Use By-law

### BY-LAW 3 CONSENT

#### 3.1 Consent of the Owners Corporation

Where a by-law requires the consent of the Owners Corporation to a particular activity, unless stated otherwise in that by-law or unless the activity is a restricted matter, the consent may be given by either;

- (a) the Owners Corporation in general meeting; or
- (b) the Executive Committee at a duly convened meeting of the Executive Committee.

#### 3.2 Consent of the Owners Corporation may be revoked or withheld

Consent given by the Owners Corporation under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 3.4, may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.

#### 3.3 Consent by the Executive Committee may be revoked or withheld

Consent given by the Executive Committee under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 3.4, may be granted or withheld in the absolute discretion of the Executive Committee or be given conditionally.

#### 3.4 Consent not to be withheld if approved by a Rule or Code

Neither the Owners Corporation nor the Executive Committee may withhold its consent to an application by an Owner for consent to an activity which is an activity or in a class of activities approved by a Rule or Code.

#### 3.5 Consent conditions

Owners must comply with all conditions in consent.

#### 3.6 Building Manager

The Owners Corporation may engage the services of a Building Manager to assist it in carrying out some of its rights, duties and obligations in the By-laws.

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## BY-LAW 4 REPORTING

### 4.1 Obligations of Owners

Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by-law:

- (a) if the Owners Corporation has appointed a Building Manager, that act or activity must be reported to the appointed Building Manager; and
- (b) if the Owners Corporation has not appointed a Building Manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Executive Committee.

## BY-LAW 5 MEANING OF OWNER

### 5.1 Owner

When used in a by-law, Owner includes Occupier unless the by-law expressly states otherwise or direct reference is made to the "Occupier".

## SECTION TWO – USE OF COMMON PROPERTY

## BY-LAW 6 BEHAVIOUR AND RESPONSIBILITY ON COMMON PROPERTY

### 6.1 General obligations

- (a) Owners must be adequately clothed when on Common Property.
- (b) Owners must not to break a Law when on Common Property.
- (c) Owners must ensure their children and the children of their Invitees:
  - (i) are accompanied by a responsible adult if they are playing within the bounds of Common Property; and
  - (ii) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.
- (d) Owners must ensure their Invitees:
  - (i) are not left to remain on Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;
  - (ii) comply with the By-laws; and
  - (iii) are removed from the Building upon refusing to comply with the By-laws.

### 6.2 Prohibited behaviour

Owners must not:

- (a) make noise or behave in a way likely to interfere with another Owner's peaceful enjoyment of their

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Lot or Common Property;

- (b) use language or behave in a manner likely to cause offence or embarrassment to the another Owner or to any person lawfully using Common Property;
- (c) obstruct the lawful use of Common Property by any person;
- (d) smoke while on Common Property or allow smoke to emit from their Lot;
- (e) bring or permit to be brought, a heavy article which might cause structural damage to the Building;
- (f) do anything to damage or deface Common Property;
- (g) interfere with personal property vested in the Owners Corporation;
- (h) damage any plant, tree or garden situated within Common Property;
- (i) use a garden, a plant or tree situated within Common Property for their own purpose;
- (j) place or hang laundry on Common Property otherwise than in that part of the Common Property designated for drying;
- (k) place or hang an item on Common Property otherwise than in that part of the Common Property designated for drying;
- (l) attach or install a satellite dish to Common Property or a Lot visible from outside the Lot;
- (m) Park or stand a Vehicle on Common Property unless doing so is permitted by the By-laws;
- (n) use or interfere with fire safety Equipment except in the case of an emergency and must not obstruct fire stairs or fire escapes;
- (o) interfere with the operation of Equipment installed on Common Property;
- (p) modify existing Equipment attached to Common Property (whether or not such Equipment is contained wholly within their Lot);
- (q) interfere with Common Property or remove an item from Common Property placed there by direction or authority of the Owners Corporation;
- (r) attach or install any item on the roof of the Building; or
- (s) use the roof of the Building for any purpose or use the access hatch located on level 4 for any purpose.

### 6.3 Easements

Owners must not do anything to prevent, hinder or delay a Benefited Party from carrying out its rights, duties or obligations under an Easement.

### 6.4 Duty to notify defects to the Owners Corporation

Owners must inform the Owners Corporation of any defect they become aware of on Common Property or any property vested in the Owners Corporation.

### 6.5 Maintenance of installations

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Notwithstanding section 62 of the Management Act, Owners must maintain and keep in a state of good repair or in such a state as reasonably required by the Owners Corporation, an installation that services their Lot to which the consent of the Owners Corporation have been given under the By-laws.

### BY-LAW 7 CAR WASH BAY

#### 7.1 Use of Car Wash Bay

- (a) Owners may only use the Car Wash Bay for the washing and cleaning of motor cars, motor cycles and bicycles.
- (b) Owners;
  - (i) must not park or stand a Vehicle in the Car Wash Bay for an extended or prolonged period;
  - (ii) must not permit their Invitees to park or stand a Vehicle in the Car Wash Bay;
  - (iii) must comply with the directions of the Owners Corporation in connection with access to and use of the Car Wash Bay; and
  - (iv) must comply with all Rules and Codes relating to the car wash bay

### BY-LAW 8 SECURITY AND SECURITY KEYS

#### 8.1 Rights, duties and obligations of the Owners Corporation

- (a) The Owners Corporation is responsible for issuing, the programming, the coding and re-coding Security Keys.
- (b) Owners must return their Security Keys to the Owners Corporation for re-coding within 48 hours of being requested to do so.
- (c) The Owners Corporation may charge an Owner a fee for
  - (i) A security key (whether it is a new security key, an additional security key or a replacement security key); and
  - (ii) Coding or re-coding of a security key
- (d) The Owners Corporation may restrict the number of Security Keys it makes available to an Owner.
- (e) The Owners Corporation may activate or de-activate Security Keys to coincide with the movement of Owners as they occupy or vacate Lots.
- (f) The Owners Corporation may require Owners to provide a bond before:
  - (i) issuing a Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and
  - (ii) coding or re-coding of a Security Key.
- (g) The Owners Corporation may apply all or part of the bond to remedy a breach by by-law. Such an application by the Owners Corporation is without prejudice to any other right or remedy of the Owners Corporation.
- (h) Provided the Owners Corporation is satisfied there has not been a breach of this by-law by an Owner if there has been a breach, that breach has been rectified, the Owners Corporation must refund the bond to the party who provided it within 7 days of the Owner satisfying its obligations in this by-law

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## 8.2 Obligations of Owners

- (a) Owners must not:
  - (i) do or permit anything which may prejudice the security or safety of the Building; or
  - (ii) duplicate, or permit to be duplicated, a Security Key and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or to the Owners Corporation.
- (b) Owners must;
  - (i) close all security doors and gates when they pass through them;
  - (ii) exercise great care in making a Security Key available for users of their Lot;
  - (iii) when vacating a Lot, return of all Security Keys to the Owners Corporation; and
  - (iv) promptly notify the Owners Corporation if a Security Key is lost or destroyed.

## 8.3 Access

- (a) If it considers it necessary, the Owners Corporation may:
  - (i) close off or restrict by means of a Security Key, access to any part of Common Property not required for access to a Lot, on either a temporary or permanent basis;
  - (ii) exclude access to any part of Common Property as a means of monitoring the security of the Building; and
  - (iii) restrict by means of a Security Key, access from one level of the Building to any other level
- (c) If the Owners Corporation restricts access under this by-law, the Owners Corporation may make available to Owners free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.

## 8.3 Agreement with a third party

The Owners Corporation has the power to make agreements with the Building Manager or other parties to manage the Security Key system for a charge, and if it does, Owners must deal with that party and pay the fee or bond that party may charge for Security Keys.

## BY-LAW 9 MOVING AND DELIVERING

### 9.1 Moving and delivering Goods

Owners must not transport, or permit or cause to be transported, Goods on Common Property except in compliance with this by-law.

### 9.2 Conditions

- (a) Prior to transporting Goods on Common Property, Owners:
  - (i) must give the Owners Corporation not less than 48 hours notice of the date and time the Goods will be transported; and
  - (ii) if the Owner has engaged a removalist, if requested by the Owners Corporation must give the Owners Corporation satisfactory evidence of

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suitable public liability or contractors all risk insurance held by the removalist for the benefit and protection of the Owners Corporation.

- (b) Notices to the Owners Corporation:
  - (i) must be given not less than 48 hours before the day of transportation;
  - (ii) if the day of transportation is a Saturday or Sunday, must be given no later than 12 noon on the immediately preceding Friday;
  - (iii) must identify the approximate quantity of the Goods; and
  - (iv) must include details of the removalist (name, telephone number, mobile number, address, email address and contact name).
- (c) Owners may only transport Goods on Common Property at the times and in accordance with the directions of the Owners Corporation.
- (d) Owners may only transport Goods in a lift if the lift has a lift protector or blanket.
- (e) Owners must ensure they and their Removalist comply with all Rules and Codes in connection with transporting Goods on Common Property.
- (f) Owners must ensure neither they nor their Removalist:
  - (i) obstructs Common Property when transporting Goods; or
  - (ii) interferes with the peaceful enjoyment of Common Property by another Owner.
- (g) Owners must supervise their Removalist in order to ensure no damage is caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting Goods
- (h) Owners at their own expense:
  - (i) must immediately rectify any damage caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting Goods;
  - (ii) must remove debris or other material left on common property as a result of transporting goods: and
  - (iii) must clean any part of common property which requires cleaning as a consequence of transporting goods

### **BY-LAW 10      ACCESS TO COMMON PROPERTY BY SERVICE PROVIDERS**

#### **10.1      Obligations of the owners Corporation**

The Owners Corporation must put in place arrangements to allow access to the building by service providers

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## SECTION THREE – USE OF LOTS

### BY-LAW 11 OCCUPATION AND USE OF LOTS

#### 11.1 General

- (a) Owners must:
  - (j) keep their Lot clean, tidy and in good repair; and
  - (ii) comply with all Laws affecting their Lot.
- (b) Owners must not:
  - (i) store or use chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot;
  - (ii) use, occupy or allow their Lot to be used or occupied for:
    - (A) an unlawful purpose; or
    - (B) purpose that may affect, lessen or damage the reputation of the building
  - (iii) cause annoyance, disturbance or nuisance to other Owners;
  - (iv) break a Law whilst on their Lot;
  - (v) place or hang laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot;
  - (vi) keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building;
  - (vii) operate or allow to operate a device or electronic Equipment on their Lot which interferes with a domestic appliance lawfully in use in the Building or another Lot;
  - (viii) place on, attach to or hang from their Lot or Common Property an aerial, a security device or wires; or
  - (ix) install or operate an intruder alarm in their Lot which emits a continuous audible signal when not activated.

#### 11.2 Floor coverings

Owners must keep the floor space within their Lot covered or treated to prevent the transmission of noise which is likely to disturb the peaceful enjoyment of another Lot (kitchens, bathrooms and laundries excluded).

#### 11.3 Window coverings

- (a) Owners must ensure the window treatment of their Lot (such as curtains, blinds, shutters and louvres) is either white, off white or cream (white, off white or cream lining curtain linings are an acceptable method of achieving this) or a colour approved by the Owners Corporation.
- (b) Owners must not attach, erect, install or fix vertical blinds in their Lot which are visible from outside their Lot.
- (c) Owners must not tint the windows or glass doors of their Lot with mirror reflective tint.

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- (d) Owners must not without the consent of the owners Corporation;
  - (i) tint the windows or glass doors of their Lot with any type of tint;
  - (ii) attach, erect, install or fix a window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades or sun blinds); or
  - (iii) attach, erect, install or fix bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors of their Lot which are visible from outside the Lot (this by-law does not apply to items attached at the date of registration of the Strata Plan).

### 11.4 Cleaning Windows

- (a) Owners must keep clean all interior and exterior surfaces of glass in windows and doors on the boundary of their lot, including glass on common property, unless
  - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
  - (ii) that glass or part of glass cannot be accessed by the Owner safely or at all.
- (b) The Owners Corporation may decide:
  - (i) to keep clean that part of Common Property which is the glass surface of a window or door on the boundary of a Lot; or
  - (ii) not to keep clean that part of the Common Property which is the glass surface of a window or door on the boundary of a Lot.

### 11.5 Balconies

- (a) Owners must:
  - (i) keep the balconies of their Lot clean, tidy and in good repair; and
  - (ii) ensure those parts of the balcony rails, door frames, window frames and louvers (whether fixed or otherwise) on the boundary of their Lot which are Common Property are cleaned on a regular basis to prevent corrosion, rusting and weathering.
- (b) Owners must not place an item on the balcony of their Lot which is;
  - (i) fixed;
  - (ii) inconsistent with use as a balcony;
  - (iii) inconsistent with the aesthetics of the Building;
  - (iv) dangerous; or
  - (v) likely to cause damage to Common Property or another Lot.
- (c) Owners must not:
  - (i) place or hang laundry, towels, rugs, bedding or any other similar item on the balcony of their Lot;
  - (ii) if the internal area of the balcony is visible from outside the Lot, use the balcony of their Lot for storage purposes;

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- (iii) place or keep furniture. Equipment or plants, pots or landscaping items which, in the opinion of the Owners Corporation, is inconsistent with the aesthetics of the Building;
  - (iv) install or place a planter box on the balcony of their Lot;
  - (v) allow water to escape from the balcony of their Lot;
  - (vi) install or replace an automatic sprinkler system on the balcony of their Lot;
  - (vii) install any taps or hoses on the balcony of their Lot; or
  - (viii) use any hoses on the balcony of their Lot.
- (d) For the purposes of the By-laws, balconies include terraces, courtyards, patios, enclosed balconies, enclosed sun rooms and other similar areas comprising part of the Lot.

### 11.6 Barbeques

Owners must not:

- (a) place or operate a barbeque on the balcony of their Lot unless:
  - (i) it has a cover; and
  - (ii) it is a barbeque approved by, or of a type approved by, the Owners Corporation; or
- (b) permit smoke or odour to emit from a barbeque on their Lot which causes or is likely to cause a nuisance to other Owners.

### 11.7 Car Space

- (a) Owners may only use their Car Space for parking motor cars, motor bicycles and bicycles. No other Vehicles may be parked in a Car Space. Subject to the provisions of this by-law. Car Spaces may not be used for any other purpose.
- (b) Owners must keep their Car Space clean and free from grease.
- (c) If Owners want to use their Car Space for storage purposes by installing an over the bonnet storage unit, then the unit must be of a model and size approved by the Owners Corporation.
- (d) Owners and Occupiers must not enclose their Car Space.
- (e) Only registered and roadworthy motor cars, motor cycles and bicycles may park in a Car Space.

### 11.8 Storage Space

Owners:

- (a) must keep their Storage Space clean and tidy;
- (b) must keep clear the fire sprinklers and any grille associated with an adjoining plant room, in their Storage Space;
- (c) must not store commercial, dangerous or inflammable material in their Storage Space; and
- (d) may only use their Storage Space for storage purposes associated with the use of their Lot and for no other purpose.

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### 11.9 Commercial operations

- (a) The Owners Corporation must be notified by an Owner:
  - (i) Who is carrying out or intends to carry out or
  - (ii) who permits or intends to permit any person to carry out, commercial operations from their Lot.
- (b) The Owners Corporation must be notified by the Owner of a Lot if there is any change in the use of the Lot.
- (c) On request by the Owners Corporation, each Owner must give the Owners Corporation a copy of the consents (including Development Consents) it holds in connection with commercial activities being operated on their Lot.

## BY-LAW 12 ACCESS THROUGH LOTS

### 12.1 Owners Corporation may have access

The Owners Corporation, by its agents, employees and contractors, with or without tools and materials, may enter, have access to and go through a Lot or any part of a Lot for the purposes of:

- (a) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;
- (b) carrying out work required to be carried out by the Owners Corporation by a notice served on it by an Authority;
- (c) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act;
- (d) carrying out work required to be carried out by the Owners Corporation in accordance with its rights, duties and obligations in the By-laws;
- (e) carrying out work to the basement services, gardens, planter boxes and landscaped areas in Common Property adjacent to or near the Lot; and
- (f) accessing anchor points attached to Common Property adjacent to or near the Lot.

### 12.2 Obligations of Owners

- (a) On receiving not less than 24 hours written notice from the Owners Corporation (except in an emergency where no notice is required), Owners must permit the Owners Corporation together with its agents, employees and contractors, with or without tools or materials, to have access to and go through the Owner's Lot for any purpose specified in by-law 12.1.
- (b) Owners must permit the Owners Corporation to temporarily store necessary Equipment or material on their Lot in order for the Owners Corporation to undertake a right, duty or obligation in this by-law.
- (c) Owners must not obstruct or hinder the Owners Corporation in the exercise of a right, duty or obligation in this by-law.
- (d) If access is required through a Car Space and if requested by the Owners Corporation, the Owner must temporarily move any Vehicle from the Car Space.

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## SECTION FOUR – RIGHTS AND CONDUCT OF THE OWNERS CORPORATION

### BY-LAW 13 RULES AND CODES

#### 13.1 Power of the Owners Corporation to make Rules and Codes

The Owners Corporation may make and register Rules and Codes relating to matters associated with:

- (a) the use and management of the Building;
- (b) the security and control of the Building;
- (c) the manner of treating windows and glass doors of Lots (such as the type and colour of permitted window treatments);
- (d) the type of bars, screens (whether security screens or insect screens), grilles, locks or other safety devices on the interior or exterior of external windows or doors in Lots;
- (e) the appearance of Lots;
- (f) the appearance of the Building;
- (g) the type of furniture and other items which are prohibited from being placed on balconies;
- (h) the type of Signs; and
- (i) any other matter determined by the Owners Corporation.

#### 13.2 Amending or replacing Rules or Codes

- (a) The Owners Corporation may amend or replace a Rule or Code by registering the amendment.
- (b) The Owners Corporation must display a new or amended Rule or Code on the notice board of the Building for at least 7 days, or send a copy to each Owner.
- (c) The Owner must send a copy of a new Rule or Code to the Occupier of their Lot within 7 days of receiving a copy from the Owners Corporation.

#### 13.3 Owners and Occupiers bound

Owners and Occupiers are bound by registered Rules and Codes and must comply with them at all times.

#### 13.4 Breach

Breach of a registered Rule or Code by an Owner, an Occupier or the Owners Corporation will be regarded as, and deemed to be, a breach of the By-laws.

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### BY-LAW 14 PROVISION OF AMENITIES OR SERVICES

#### 14.1 Owners Corporation may contract out

The Owners Corporation may determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to Owners including (this list is not exhaustive):

- (a) window cleaning;
- (b) Garbage disposal and recycling services;
- (c) Electricity, water or gas supply
- (d) lift maintenance;
- (e) gardening;
- (f) cleaning; and
- (g) telecommunication services (for example, cable television).

#### 14.2 Services fee

If the Owners Corporation makes a resolution referred to in by-law 14.1 to provide an amenity or service to a Lot or to an Owner, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

### BY-LAW 15 NOTICES BY EMAIL

#### 15.1 Service of documents on Owners

A document may be served on an Owner by electronic means if the Owner has given the Owners Corporation an email address for the service of notices and the document is sent to that address.

### BY-LAW 16 REMEDY AGAINST OWNER

#### 16.1 Rights of Owners Corporation

- (a) The Owners Corporation may do anything on or in connection with a Lot which should have been done by the Owner of the Lot either under the By-laws, Rules or Codes or by Law, but which has not been done, or has not been done properly.
- (b) If by-law 16(a) applies then the Owners Corporation is entitled to:
  - (i) enter and remain on the Lot for as long as it is necessary;
  - (ii) carry out the act or thing; and
  - (iii) recover appropriate costs from the Owner of the Lot.
- (c) The Owners Corporation may recover monies owing to it under this by-law as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this by-law remains unpaid by the Owner, interest on that unpaid amount is payable to the Owners Corporation by the Owner, such interest to be payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

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## SECTION FIVE – RIGHTS AND CONDUCT OF THE OWNERS AND OCCUPIERS

### BY-LAW 17 COMPLAINTS AND APPLICATIONS

#### 17.1 To be in writing

- (a) A complaint or application to the Owners Corporation or the Executive Committee by an Owner must be addressed in writing to the party nominated from time to time by the Owners Corporation to accept that complaint or application.
- (b) If the Owners Corporation has not made a nomination, then complaints and applications must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Executive Committee.

### BY-LAW 18 LEASE OR LICENSE OF LOTS

#### 18.1 Obligations of Owners

Owners:

- (a) must ensure the Occupier of their Lot has a copy of the most recent version of the By-laws, Rules and Codes (including all amendments or changes from time to time);
- (b) must act promptly to comply with any notice the Owner may receive from the Owners Corporation, the Executive Committee, the Managing Agent or the Building Manager regarding the Occupier of the Lot;
- (c) must take all reasonable action available to ensure the Occupier of the Lot complies with the By-Laws, Rules and Codes;
- (d) must take all reasonable action available to ensure the Occupier of their Lot complies with any notice the Occupier receives from the Owners Corporation in connection with the Occupier's use and occupation of the Lot;
- (e) prior to the commencing date of a Rental Agreement in respect of the Lot, must give the Owners Corporation a copy of the front page of the Rental Agreement (commercial terms may be excluded); and
- (f) prior to permitting an Occupier to take possession of the Lot, must give the Owners Corporation full details of the Occupier, the Occupier's contact details (name, telephone number, mobile number, address and email address) and the name and contact details of the rental agent (name, telephone number, mobile number, address, email address and contact name).

#### 18.2 Obligations of Occupiers

Occupiers:

- (a) must comply with the By-laws, Rules and Codes;
- (b) must promptly comply with all notices it receives from the Owners Corporation, the Executive Committee, the Managing Agent or the Building Manager;
- (c) when requested to do so, must give the Owners Corporation a copy of the front page of its Rental Agreement;
- (d) when requested to do so, must promptly give the Owners Corporation, the Occupier's contact details (name, telephone number, mobile number, address and email address); and
- (e) when requested to do so, must promptly give the Owners Corporation the Occupiers photo identification

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### BY-LAW 19 COMPENSATION TO OWNERS CORPORATION

#### 19.1 Damage

Owners must compensate the Owners Corporation for any damage to Common Property or any property vested in the Owners Corporation caused by them or their Invitees.

#### 19.2 Costs

Owners must reimburse the Owners Corporation for all costs incurred by the Owners Corporation as a result of breach of a by-law, Rule or Code, by them or anyone under their control.

### BY-LAW 20 LAWS AND REQUIREMENTS

#### 20.1 Obligations of owners

When on the parcel, occupying their lot, or exercising a right, earning out an obligation or performing functions under these by-laws, Owners must;

- (a) Comply with the requirements of all laws and the requirements of and notices from all authorities
- (b) Obtain and comply with all relevant Development consents;
- (c) Comply with a notice issued to them by the Owners Corporation seeking them or their invitees to comply with, or to desist from breaching
  - (i) Law;
  - (ii) requirement of or notice issued by an Authority: or
  - (iii) a condition in Development consent
- (d) Ensure their invitees;
  - (i) comply with the requirements of all laws and authorities applicable to or to the use of their lot or the building; and
  - (ii) comply with Development consent applicable to or to the use of their lot or the building

### BY-LAW 21 INVITEES

#### 21.1 Obligations of Owners

- (a) Owners must take all reasonable steps to ensure their Invitees comply with the By-laws.
- (b) If an Owner cannot comply with by-law 21.1(a), then that Owner must:
  - (i) withdraw their consent to their Invitee being on or remaining on the Parcel; and
  - (ii) request that Invitee immediately leave the Parcel.
- (c) If the By-laws prohibit an Owner from doing a thing, the Owner must not allow or cause their Invitee to do that thing.
- (d) Owners must ensure their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Invitee on the Parcel.

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## BY-LAW 22 KEEPING OF PETS

### 22.1 Pet Register

The Owners Corporation must establish and keep at all times a Pet Register recording all relevant information it has received in connection with pets kept on the Parcel.

### 22.2 Permitted

- (a) Subject to this by-law 22, Owners may keep on their Lot the following pets:
  - (i) up to 2 cats, or up to 2 dogs or one cat and one dog; and
  - (ii) up to 10 fish in a secure and watertight *tank*; and
  - (iii) up to 2 birds in a cage or cages (not being poultry); and
  - (iv) up to 2 reptiles; and
  - (v) an animal being kept on a temporary basis by a WIRES carer.
- (b) A pet permitted under this by-law must be recorded on the Pet Register, including Assistance Animals and Guide Dogs.
- (c) The right to keep a pet on a Lot includes the right to access parts of Common Property for the purposes of taking the pet to and from the Lot.

### 22.3 Notification

Owners who keep or intend to keep a pet on their Lot must give the Owners Corporation the following information for inclusion in the Pet Register:

- (a) for all pets;
  - (i) its species;
  - (ii) its breed;
  - (iii) its name; and
  - (iv) its sex; and
- (b) if the pet is a dog or a cat
  - (i) photograph sufficient to identify it;
  - (ii) its microchip number;
  - (iii) whether it has been spayed or neutered; and
  - (iv) evidence it has been registered with the appropriate Authority.

### 22.4 Prohibited

The following are not permitted to visit or be kept on a Lot or Common Property:

- (a) An animal that does not satisfy the requirements of by-law 22.2 with the exception of Assistance Animals, Guide Dogs and an animal being kept by a WIRES carer on a temporary basis (which animals are permitted notwithstanding non-compliance with by-law 22.2(b));
- (b) A dog that is vicious or aggressive;

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- (c) A dog or cat that is not registered with the appropriate authority
- (d) A dog which is declared dangerous under the *Companion Animals Act 1998 (NSW)*; or
- (e) A dog which the Australian Government prohibits from importation into Australia

### 22.5 Obligations of Owners

In relation to a pet owned or in the care of an Owner or owned or in the care of an Invitee of an Owner, the Owner must:

- (a) clean up all excrement or refuse left upon Common Property by the pet;
- (b) make good, or bear the cost of making good, damage to Common Property by the pet;
- (c) ensure the pet is under control or otherwise contained when on Common Property;
- (d) ensure the pet does not cause annoyance, disturbance or nuisance to other Owners;
- (e) ensure the pet does not wander onto another Owner's or onto Common Property;
- (f) ensure the living quarters of the pet are maintained in a manner to prevent odours escaping from the Lot; and
- (g) ensure the pet's waste is treated and disposed of in accordance with the Rules and, without limiting the generality of this by-law, ensure;
  - (i) all waste from the pet is double-bagged or placed in large, strong bags; and
  - (ii) litter is not to be placed in toilets.

### 22.6 Right to keep

Subject only to by-law 22.7, Owners are entitled to keep for the balance of its life, any pet on the Pet Register, notwithstanding anything else to the contrary in the By-laws.

### 22.7 Compliance

- (a) If the Owners Corporation, acting reasonably forms the view;
  - (i) a pet is or has become vicious or aggressive; or
  - (ii) there is a breach of any part of by-law 22.5 on a continuing basis
- (b) An Owner who has received a notice from the Owners Corporation under by-law 22.7(a) must comply with the requirements of the notice within 14 days of receiving it.

## BY-LAW 23 SIGNS

### 23.1 Prohibited

Owners must not attach, erect or exhibit a Sign to or on Common Property or their Lot which is visible from outside their Lot.

### 23.2 Qualification

The provisions of this by-law do not apply to a Sign attached, erected or exhibited:

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- (a) on any part of the Building by the Original Owner, a party on behalf of the Original Owner or a party Authorised by the Original Owner;
- (b) on any part of the Building by the Building Manager or a party on behalf of the Building Manager in connection with a service or duty provided by the Building Manager to the Owners Corporation; or
- (c) on any part of the Building pursuant to the right to do so under an Exclusive Use By-law or Easement.

### BY-LAW 24 CONDITIONS WHEN CARRYING OUT WORKS

#### 24.1 Works

This by-law contains the conditions to be complied with when carrying out Works.

#### 24.2 Conditions

- (a) When carrying out works an owner must;
  - (i) comply with the requirements of and notices issued pursuant to, all laws and authorities
  - (ii) comply with the requirements of the Building Code of animals
  - (iii) Comply with the reasonable requirements of the Executive Committee and the Owners Corporation and the conditions in any consent from the Executive Committee and the Owners Corporation;
  - (iv) Ensure the works are carried out in a proper and workmanlike manner;
  - (v) Use only qualified and, where appropriate, licensed tradesmen;
  - (vi) Provide the Owners Corporation with copies of all insurances reasonably required by the Owners Corporation including public liability and contractors all risk insurance;
  - (vii) Ensure the works are carried out without undue delay;
  - (viii) Ensure no materials, tools, rubbish or debris are left lying on common property;
  - (ix) Cause as little disturbance as is practicable to other owners;
  - (x) Ensure no damage is done to the service lines or services installed in the building, or if damage is caused, immediately make good that damage
  - (xi) Ensure no damage is caused to common property, or if damaged is caused, immediately make good that damage
  - (xii) Ensure no damage is caused to the property or any other owner, or if damaged is caused, immediately make good that damage; and
  - (xiii) Ensure the works are only carried out within the times permitted by a Development consent or if there is no Development consent within times prescribed by the Owners Corporation
- (b) Owners may not access the roof of the Building for any reason. Tradesmen and contractors, whether engaged by an Owner or the Owners Corporation, must comply with all Rules and direction of the Owners Corporation

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**SECTION SIX – OPERATIONS**  
**BY-LAW 25 GARBAGE DISPOSAL**

**25.1 General**

- (a) Owners may only dispose of Garbage in the manner contemplated by this by-law.
- (b) Owners must not place or leave Garbage anywhere on Common Property other than in accordance with the By-laws or as directed by the Owners Corporation.
- (c) Owners must:
  - (i) promptly remove Garbage that has spilled on Common Property; and
  - (ii) promptly clean the area on which the Garbage has been spilled.

**25.2 Non-recyclable Garbage**

- (a) Garbage that is non-recyclable material must be:
  - (i) separated from Garbage that is recyclable;
  - (ii) prepared and separated in accordance with applicable recycling guidelines for the Building (prepared by the Owners Corporation, the Council or a relevant Authority); and
  - (iii) securely wrapped in small parcels (tins or other containers must be completely drained before being wrapped).
- (b) Garbage that is non-recyclable material must be placed in the relevant receptacles located in the Garbage Room,

**25.3 Recyclable Garbage**

- (a) Garbage that is recyclable material must be:
  - (i) separated from Garbage that is non-recyclable;
  - (ii) prepared and separated in accordance with applicable recycling guidelines for the Building (prepared by the Owners Corporation, the Council or a relevant Authority); and
  - (iii) in the case of bottles, completely drained.
- (b) Garbage that is recyclable material must be placed in the relevant receptacles located in the Garbage Room.

**SECTION SEVEN – INSURANCES**

**BY-LAW 26 INSURANCE PREMIUMS**

**26.1 Obligations of Owners**

- (a) Unless there is prior, written consent of the Owners Corporation and Owners may not do or permit anything, which may invalidate, suspend or increase the premium for an insurance policy affected by the Owners Corporation.
- (b) Owners must immediately notify the Owners Corporation of any activity carried out, intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.

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### 26.2 Owner liable

- (a) Consent under by-law 26.1(a) allows the Owners Corporation to require an Owner to reimburse the Owners Corporation for the higher premiums
- (b) Owners are responsible to pay the amount by which an insurance premium may increase as a result of an activity being carried out on that Owner's Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

## SECTION EIGHT – BUILDING WORKS

### BY-LAW 27 BUILDING WORKS

#### 27.1 Procedures

- (a) Owners must not;
  - (i) carry out or commence to carry out Minor Building Works; or
  - (ii) carry out or commence to carry out Major Building Works, without following the procedures in this by-law and by-laws 28, 29 and 30.
- (b) For the avoidance of doubt, works of any kind by an Owner to the Parcel are either Minor Building Works or Major Building Works. If there is any doubt or dispute as to the nature of the works, they are to be treated as Major Building Works.

#### 27.2 Occupiers

- (a) Reference in this Section to "Owner" of a Lot does not include the Occupier of the Lot.
- (b) Occupiers are not permitted to, and must not; carry out Minor Building Works or Major Building Works of any kind.

#### 27.3 Qualification

The provisions of this by-law do not apply to:

- (a) Building Works carried out by or on behalf of the Original Owner; or
- (b) Building Works carried out pursuant to the right to do so under an Exclusive Use By-law.

### BY-LAW 28 MINOR BUILDING WORKS

#### 28.1 Qualification

The provisions of this by-law do not apply to Minor Building Works which are minor penetrations into Common Property (such as fixing nails or hooks).

#### 28.2 Pre-conditions to commencing Minor Building Works

Minor Building Works must not be carried out or commenced unless:

- (a) the Executive Committee has been given the following written information in connection with the works at least 14 days prior to commencing the works:
  - (i) details of the nature of the works;
  - (ii) details of the builder/contractor carrying out the works (and a point of contact

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- (including name and telephone number)); and
- (iii) details of the proposed commencing date and completion date of the works;
  - (b) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies given to the Executive Committee;
  - (c) all relevant insurances (if applicable) (including but not limited to public liability and contractors all risk policy) are in place and copies of the policy and a certificate of currency given to the Executive Committee; and
  - (d) all reports reasonably required by the Executive Committee (such as by example only acoustic and engineering reports) have been provided to the Executive Committee.

### BY-LAW 29 MAJOR BUILDING WORKS

#### 29.1 Pre-conditions to carry out Major Building Works

Major Building Works must not be carried out or commenced to be carried out unless:

- (a) the special resolution referred to in by-law 29,2(k) has been passed by the Owners Corporation in general meeting;
- (b) if relevant, the by-law contemplated by by-law 29.2(l)(i) has been passed and registered;
- (c) if relevant, the consent contemplated by by-law 29.2(l)(ii) has been given; and
- (d) the conditions in this by-law are satisfied.

#### 29.2 Application to the Owners Corporation

An Owner wishing to carry out Major Building Works must make an application in writing to the Owners Corporation which application must include the following:

- (a) Any fee prescribed by the Owners Corporation
- (b) General description of the proposed works;
- (c) Detailed plans and specifications for the works;
- (d) Copy of any signed contract;
- (e) Information on the proposed water usage and information as to whether a separate water metre or sub-metre is proposed;
- (f) A report from a properly qualified Engineer concerning the impact of the works on the structural integrity of the building;
- (g) If relevant information on the type, make and size of machinery the subject of the works (including details of manufacturers and suppliers);
- (h) Copies of any reports reasonably required by the Owners Corporation;
- (i) Information on all approvals, consents and permits required in connection with the works;
- (j) Copies of all approvals, consents and permits obtained in connection with the works;
- (k) Draft of the special resolution sought by the Owners authorising the carrying out of the

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works;

- (l) If the ongoing maintenance of the common property affected by the works is to be the responsibility of the owner
  - (i) a draft of the by-laws to that effect
  - (ii) the owner's written consent to the making of the by-law; and
  - (iii) any fee prescribed by the Owners Corporation for the purposes of making the by-law

### 29.3 Pre-conditions to commencing Major Building Works

The Owner to whom consent has been given must not commence to carry out the Major Building Works unless:

- (a) if the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner, the by-law referred to in by-law 29.2(l)(i) has been registered;
- (b) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
- (c) all relevant insurances (if applicable) are in place and copies of the policy and the certificate of currency provided to the Owners Corporation;
- (d) the bond (if any) required by the Owners Corporation, has been paid to the Owners Corporation;
- (e) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the works;
- (f) the Owners Corporation has been given details of the builder/contractor carrying out the works (and point of contact (including name and telephone number));
- (g) any fee required by the Owners Corporation in connection with the works has been paid;
- (h) the Owner has paid all reasonable fees requested by the Owners Corporation in connection with:
  - (i) reviewing the proposal (including legal and consultant's fees);
  - (ii) fees for convening any relevant meeting (including the strata manager's fees); and
  - (iii) registration fees for the by-law.

## BY-LAW 30 GENERAL

### 30.1 Access to Common Property

The Owner to whom consent has been granted to carry out Building Works is authorised access to all parts of Common Property necessary to carry out the Building Works for such reasonable time as may be necessary to carry out the Building Works (or for such time as permitted in a consent to the Building Works from the Owners Corporation).

### 30.2 Bond

In processing an application for Major Building Works, the Owners Corporation may require the payment bond:

- (a) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works;
- (b) to be applied by the Owners Corporation towards rectification of possible damage to Common

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Property as a result of carrying out the Major Building Works; or

- (c) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights, duties or obligations in connection with the Major Building Works.

### 30.3 Completion of Building Works

On completion of the Building Works, the Owner who has carried out the Building Works must:

- (a) ensure all rubbish and debris caused by the Building Works is removed from the Building and environs;
- (b) ensure Common Property is left clean and tidy;
- (c) if appropriate and if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the Building Works; and
- (d) if appropriate and if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Building Works do not impact on the structural integrity of the Building or on Common Property.

### 30.4 Building Works must comply with Laws and requirements of Authorities

An Owner who has carried out Building Works must ensure the completed Building Works comply with the requirements of all Laws and Authorities and do not result in the Owners Corporation breaching a Law or the requirement of an Authority.

### 30.5 Indemnity

An Owner who has carried out Building Works agrees to indemnify the Owners Corporation and keeps the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (a) in connection with the Building Works (including costs for approving the Building Works); and
- (b) arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result of carrying out the Building Works or resulting from the Building Works once completed.

### 30.6 Right of Owners Corporation to remedy

At its election, the Owners Corporation may:

- (a) perform an obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of the Parcel to carry out a right, duty or obligation in this by-law; and
- (c) recover the costs incurred by the Owners Corporation in carrying out a right, duty or obligation in his by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the same rate of interest as on unpaid levies, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

### 30.7 Future alterations to Building Works

Owners must not make alterations, additions or modifications to Building Works, once completed, without following the procedures in this by-law and by-laws 27, 28 and 29.

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### 30.8 Building Works not permitted to remain

Owners must not permit to remain on their Lot or Common Property Building Works which have not been approved by the Owners Corporation in accordance with this by-law and by-laws 27, 28 and 29. The provisions of this by-law do not apply to Building Works carried out prior to the date of registration of this by-law.

### 30.9 Development consent

Consent by the Owners Corporation to a Development Application must not be regarded as consent by the Owners Corporation to carry out the Building Works the subject of the Development Application.

## SECTION NINE – SERVICE PROVIDERS

### BY-LAW 31 CARETAKER

#### 31.1 Appointment

The Owners Corporation may:

- (a) appoint the Caretaker to provide the Building Services for the purposes of assisting the Owners Corporation in its rights, duties and obligations of managing Common Property, controlling the use of Common Property and maintaining and repairing Common Property; and
- (b) enter into the Caretaker Agreement referred to in by-law 31.2 to provide those services.

#### 31.2 Terms of the Caretaker Agreement

- (a) There may be several Caretaker Agreements.
- (b) The first Caretaker Agreement may be for the Initial Period and consecutive agreements may be for such term as agreed between the Owners Corporation and the Caretaker.
- (c) The Caretaker Agreement may contain provisions which:
  - (i) provide for remuneration to the Caretaker of an annual fee to be agreed between the Owners Corporation and the Caretaker; and
  - (ii) provide for the annual fee to be reviewed annually in accordance with the consumer price index.
- (d) The agreement may include provisions about:
  - (i) the manner in which the Caretaker must carry out the Building Services;
  - (ii) the manner in which employees and contractors are to be engaged;
  - (iii) the manner in which the Caretaker may be reimbursed for expenses; and
  - (iv) the manner in which the agreement may be assigned.
- (e) The agreement may contain provisions pursuant to which the Owners Corporation:
  - (i) consents to the Caretaker providing Apartment Services and Real Estate Services;
  - (ii) permits the Caretaker to use any part of the Common Property for the purposes of providing Apartment Services and Real Estate Services; and
  - (iii) agrees not to permit any other party to use Common Property for the purpose of

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providing services similar to Apartment Services and Real Estate Services.

### BY-LAW 32 OBSTRUCTION OF CARETAKER

#### 32.1 Obligations of Owners

Owners must not:

- (a) interfere with or obstruct the Caretaker from providing the services contemplated by the Caretaker Agreement; and
- (b) interfere with or obstruct the Caretaker from using any part of common property in providing the services contemplated by the Caretaker Agreement

### SECTION TEN – EXCLUSIVE USE BY-LAWS

### BY-LAW 33 ABOUT THE BY-LAWS IN THIS SECTION

#### 33.1 Exclusive use by-laws

The by-laws in this Section are Exclusive Use By-laws conferring on the Owner of the Lots the subject of this Section exclusive use rights and special privileges in respect of Common Property. Refer to by-law 2 for an explanation of Exclusive Use By-laws.

### BY-LAW 34 EXCLUSIVE USE AND SPECIAL PRIVILEGES

#### 34.1 Exclusive Use Table

- (a) Section 11 contains the Exclusive Use Table which:
  - (i) describes the exclusive use rights and special privileges;
  - (ii) identifies those Lots for which the Owner has an exclusive use right or special privilege; and
  - (iii) identifies the party with the maintenance and repair responsibility in respect of those rights and privileges.
- (b) Reference to a "column" is a reference to a column in the Exclusive Use Table.

#### 34.2 Exclusive use and special privilege

The Benefited Lot Owner identified in column 4 has the exclusive use rights or special privileges identified in column 3.

#### 34.3 Maintenance and repair

- (a) The party identified in column 5 is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, that part of the Common Property the subject of the exclusive right or special privilege.
- (b) Where the Owners Corporation has the responsibility for the maintenance and repair of a Common Property Item:
  - (i) in accordance with its right to do so under section 53 of the Management Act, the Owners Corporation may charge a fee to each Owner who has the exclusive use right or special privilege in the manner provided by this Section; and

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- (ii) each Benefited Lot Owner must pay that fee according to the proportion the unit entitlement of its Lot bears to the aggregate unit entitlement of all Lots having the exclusive use or special privilege.
- (c) If column 5 indicates that the Owners Corporation has the maintenance and repair responsibility then:
  - (i) if column 5 indicates that by-law 35 applies, then it means the Owners Corporation will recover its costs from the Benefited Lot Owners in the manner contemplated by by-law 34.3(b); and
  - (ii) if column 5 is silent about by-law 35 applying, then it means the Owners Corporation will recover its costs from all Owners of Lots in the Strata Scheme in accordance with their unit entitlements.

### 34.4 Other obligations in connection with common property items

- (a) The party with the responsibility for the maintenance and repair of a Common Property Item must:
  - (i) regularly clean the item;
  - (ii) keep it in a safe and good state of serviceable repair;
  - (iii) where it would be usual or good practice to do so or when required by the Owners corporation, have in place a maintenance contract for the item;
  - (iv) where it would be usual or good practice to do so, or the requirement of a Law, an Authority to do so, cause to have prepared the required certificates for the item;
  - (v) insure the item;
  - (vi) pay all electricity costs (where relevant) and water meter costs (where relevant) in connection with the item; and
  - (vii) comply with the requirements of, and notices issued pursuant to or by, all Laws and Authorities in connection with the item.
- (b) When carrying out any Function in connection with a Common Property Item (such as installing it or replacing it), the party with that responsibility must:
  - (i) comply with the requirements of, and notices issued pursuant to all Laws and Authorities;
  - (ii) comply with the requirements of the Building Code of Australia;
  - (iii) ensure works are carried out in a proper and workmanlike manner;
  - (iv) use only qualified and where appropriate, licensed tradesmen;
  - (v) ensure works are carried out without undue delay;
  - (vi) ensure no materials, tools, rubbish or debris are left on Common Property;
  - (vii) ensure it does not interfere with the use and enjoyment by another Owner or Occupier of their Lot or the Common Property and must otherwise cause as little disturbance as is practicable to other Owners and Occupiers;
  - (viii) ensure no damage is done to any services installed in the Building, or if damage is caused, immediately make good that damage;

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- (ix) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
- (x) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.
- (c) Except as permitted by this by-law, nothing in this Section gives a Benefited Lot Owner the right to make alterations, additions or changes to a Common Property Item.

### 34.5 Rights in connection with common property items

A party with the exclusive use of a Common Property Item (not being the Owners Corporation) also has the following special privileges in connection with that Common Property Item:

- (a) to renew or replace the item with an item of an identical style, size, shape, colour and in an identical position as the item attached as at the date of registration of this By-law Instrument;
- (b) to access all relevant parts of Common Property for such time as may be necessary for the purposes of carrying out a right, duty or obligation in this by-law; and
- (c) to penetrate all relevant parts of Common Property for the purposes of carrying out a right, duty or obligation in this by-law.

### 34.6 Obligations of Owners Corporation to sign Development Applications

- (a) By the registration of this By-law Instrument, the Owners Corporation consents to any Document necessary for an Owner to procure a Development Consent or make an application for a Construction Certificate required in connection with an activity the subject of an Exclusive Use By-law.
- (b) If the Owners Corporation is required by any Authority or any Law to execute or endorse its consent as landowner or otherwise on any Document in order for an Owner to procure a consent or make an application in connection with an activity the subject of an Exclusive Use By-law, the Owners Corporation must execute or endorse its consent on that Document within 14 Business Days of receiving it from the Owner.

### 34.7 Consent of Executive Committee

- (a) An application to the Executive Committee for the consent of the Executive Committee as required by this Section must include detailed plans and specifications together with any other information reasonably required by the Executive Committee.
- (b) Notwithstanding any other by-law to the contrary, the Executive Committee must not unreasonably withhold its consent to any application made to it under this Section. However, the Executive Committee will not be regarded as being unreasonable if it withholds its consent on the basis that a Sign or item of Services Apparatus would be likely to interfere with the occupation or use of a Lot or Common Property or would not be in keeping with the aesthetics of the Building.
- (c) The role of the Executive Committee in processing or approving an application is procedural only. The Executive committee does not have any responsibility for the adequacy or appropriateness of a consent it may give.
- (d)

## BY-LAW 35 PROCEDURES FOR COST RECOVERY BY OWNERS CORPORATION

### 35.1 Obligations of Owners Corporation

- (a) At each annual general meeting, the Owners Corporation:

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- (i) must estimate how much money it will need to meet its obligations in respect of the Common Property Items for which it has the repair and maintenance responsibility for the 12 months following the meeting; and
  - (ii) must make a determination based on those estimates of the amount to be paid by each Owner in accordance with by-law 34.3(b)(ii).
- (b) When preparing the estimates, the Owners Corporation may include an amount to cover the long-term estimated expenditure for a Common Property Item.
- (c) Following each annual general meeting, the Owners Corporation must give each Benefited Lot Owner regular invoices for the 12 month period following the meeting based on the determination made at the meeting.
- (d) Invoices to each Benefited Lot Owner for each 12 month period:
- (i) must be based on the determination made at the relevant meeting;
  - (ii) must be determined in accordance with the principle in by-law 35.1(a); and
  - (iii) must set out the time for payment (which must be in advance and which may be either quarterly at the same time as contributions to the administrative fund and the sinking fund or such other period as reasonably determined by the Owners Corporation).
- (e) If expenditure for a 12 month period exceeds the amount determined for that period, then the Owners Corporation may issue additional invoices to cover that expenditure.
- (f) If expenditure for a 12 month period is less than the amount determined for that period, then at the direction of the majority of Owners of Benefited Lots, the Owners Corporation may reimburse the overpayment in the same proportions that the payments were made.
- (g) The Owners Corporation:
- (i) must deposit in the appropriate account the amounts collected by it in accordance with by-law 35.1(c);
  - (ii) must keep proper records and books of account of matters in connection with its obligations in this by-law; and
  - (iii) if an auditor is appointed, must have the income and expenditure in connection with its obligations in this by-law audited in the same manner as other expenditures of the Owners Corporation

### 35.2 Obligations of benefited lot owners

- (a) Each Benefited Lot Owner;
- (i) must pay the Owners Corporation on time each invoice issued to it by the Owners Corporation under this by-law;
  - (ii) must give the Owners Corporation access to the Common Property Items to enable the Owners Corporation to carry out its Functions in this by-law and otherwise as required by the Management Act; and
  - (iii) must indemnify the Owners Corporation and keep it indemnified for all costs incurred by the Owners Corporation in carrying out its Functions in this by-law in the same proportion it is required to contribute to the cost of the Common Property Item.
- (b) A Benefited Lot Owner must pay interest on each invoice which remains unpaid by it at the end of one month after it becomes due for payment at the same rate and in the same manner as unpaid contributions

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levied by the Owners Corporation.

### 35.3 Rights of Owners Corporation

The Owners Corporation may recover as a debt due and owing in any court of competent jurisdiction (together with interest and legal costs and disbursements on an indemnity basis) any invoice which remains unpaid at the end of one month after it becomes due for payment.

### 35.4 Purchasers

If a person becomes the Owner of a Benefited Lot at a time when, under this Section, the former Owner is liable to pay money to the Owners Corporation under this Section, the person who becomes the new Owner is jointly and severally liable with the former Owner to pay the money to the Owners Corporation.

## SECTION ELEVEN – EXCLUSIVE USE TABLE

This Section contains the Exclusive Use Table which:

1. describes the exclusive use rights and special privileges specified in Section 10;
2. identifies those Lots for which the Owner has an exclusive use right or special privilege;  
and
3. identifies the party with the maintenance and repair responsibility for a Common Property Item and Common Property to which the item is attached.

Column 1	Column 2	Column 3	Column 4	Column 5
No	Common Property Item	Exclusive use/ special privilege	Benefited Lot	Party responsible for maintenance and repair
1.	Central intercom system within each lot and on Common Property (including handsets in Lots)	Special privilege to remain connected to and use the intercom system	All Lots	Owners Corporation
2.	Down lights in ceiling	(a) Exclusive Use (b) Special privilege in accordance with by-law 34.5	All Lots	Benefited Lot Owner
3.	Ducted air conditioning system and associated Services Apparatus installed at the date of registration of the Strata Plan	(a) Exclusive use (b) Special privilege in accordance with by-law 34.5	AU Lots	Benefited Lot Owner

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4.	Instantaneous gas heater for hot water and associated Services Apparatus	(a) Exclusive use  (b) Special privilege in accordance with by-law 34.5	All Lots	Benefited Lot Owner
5.		Special privilege to market and sell apartments in the Building (with associated Signs on Common Property), to use the Benefited Lot as a display and sales apartment and to take potential purchasers through Common Property provided they	Lot 2	Benefited Lot Owner
6.	Sliding metal screen louvre attached to the Benefited Lot	(a) Exclusive Use  (b) Special privilege in accordance with by-law 34.5	Lots 11,12,18, 19, 20,21,22, 28,29,30,31, 32,38,39,40, 59 to 88 (inclusive), 96, 97, 98,99, 100 and 102 to 122 (inclusive)	Benefited Lot Owner
7.	Handrails attached to concrete stairs	(a) Exclusive Use  (b) Special privilege in accordance with by-law 34.5	Lots 2,3, 51, 52,95 and 101	Benefited Lot Owner
8.	Pergola attached to the Benefited Lot	(a) Exclusive Use  (b) Special privilege in accordance with by-law 34.5	Lots 41, 44, 45, 90,91,92,93, 123, 124,126 and 127	Benefited Lot Owner

### SECTION TWELVE – DICTIONARY AND INTERPRETATION

#### BY-LAW 36 DICTIONARY

##### 36.1 Meaning of terms

In these by-laws, these terms (in any form) mean:

**Apartment** means that part of a Lot comprising the habitable area (for the purposes of clarity, the habitable area does not include Car Spaces and Storage Spaces).

**Apartment Services** means the provision by the Caretaker to those Owners who elect to use

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them, of services associated with the occupation of an Apartment.

**Assistance Animal** is an animal as described in section 9(2) of the *Disability Discrimination Act 1992* (NSW) being a dog or other animal;

- (a) accredited under a law of a State or Territory of Australia that provides for the accreditation of animals trained to assist persons with a disability to alleviate the effect of the disability
- (b) accredited by an animal training organisation prescribed by the *Disability Regulations 1996* (NSW) that provides for the accreditation of animals trained to assist disability to alleviate the effect of the disability; or
- (c) trained to assist a person with a disability to alleviate the effect of the disability and to meet the standards of hygiene and behaviour that are appropriate for an animal in a public place.

**Authority** means a Governmental Agency or a statutory, public or other authority having jurisdiction over the Building.

**Benefited Lot** means a Lot having the benefit of an Exclusive Use By-law.

**Benefited Lot Owner** means the Owner of a Lot having the benefit of an Exclusive Use By-law.

**Benefited Party** means a person or body corporate having the benefit of an Easement.

**Building** means the building the subject of the Strata Scheme.

**Building Manager** means the Caretaker (if any) appointed under the Caretaker Agreement or any other party appointed by the Owners Corporation as a caretaker or building manager.

**Building Services** means services in connection with the maintenance and repair of the Common Property, cleaning services in connection with the Common Property, waste and Garbage management services in connection with the Parcel and landscaping services, to the Owners Corporation.

**Building Works** means either Minor Building Works or Major Building Works.

**By-law Instrument** means this by-law instrument registered with the Strata Plan.

**By-laws** mean the by-laws in place from time to time for the Strata Scheme.

**Cable** means cables, conduits, pipes, wires and ducts.

**Car Space** means that part of the Parcel designed for parking cars and includes a Lot marked as being a car space on the Strata Plan and any part of a Lot marked as being a car space on the Strata Plan.

**Caretaker** means the person appointed by the Owners Corporation pursuant to the Caretaker Agreement

**Caretaker Agreement** means the agreement between the Owners Corporation and the Caretaker contemplated by by-law 31.1.

**Code** means a code made by the Owners Corporation in accordance with by-law 13.1 (as it may be amended or changed).

**Common Property** means so much of the Parcel as from time to time is not comprised in a Lot.

**Common Property Item** means an item located on Common Property specified in the Exclusive Use Table.

**Complex** means the complex described in by-law 1.1.

**Council** means the council in whose local government area the Building is situated.

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

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**Development Application** means an application for a development consent made under the *Environmental Planning and Assessment Act 1979* (NSW) and includes all amendments and variations to an application.

**Development Consent** means a consent to a Development Application issued under the *Environmental Planning and Assessment Act 1979* (NSW) and includes all amendments and variations to a consent.

**Easement** means an easement or restrictive covenant burdening or benefiting the Common Property.

**Equipment** includes cables, plant, machinery, equipment and security devices.

**Exclusive Use Area** means that part or those parts of Common Property the subject of an Exclusive Use By-law.

**Exclusive Use By-law** means an exclusive use and special privilege by-law made in accordance with Division 4 Part 5 Chapter 2 of the Management Act.

**Exclusive use table** is the table in section 11.

**Executive Committee** means the executive committee appointed by the Owners Corporation.

**Garbage** means refuse, recyclable material or waste.

**Garbage Room** means that part of the Building comprising a garbage room.

**Goods** includes items requiring transport in the nature of plant, machinery, Equipment, furniture, appliances, boxes, merchandise, materials, domestic and commercial waste, refuse and garbage (including associated receptacles) but excludes baby strollers, shopping bags on wheels, prams, luggage, wheelchairs and items of a personal nature.

**Governmental Agency** means a governmental, or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

**Guide Dog** means a guide dog or hearing dog, as permitted by section 49(4) of the *Strata Schemes Management Act 1996* (NSW).

**Initial Period** has the meaning given to the term by the Management Act.

**Invitee** means a person on the Parcel at the invitation of, under the control of or with the permission of (whether express or implied) the Owners Corporation, an Owner or an Occupier.

**Law** includes a requirement of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise.

**Legislation** means the Management Act and the Development Act.

**Lot** means a lot in a strata plan and otherwise has the meaning given to it by the Development Act

**Major Building Works** means all work which is not Minor Building Works, including:

- (a) alterations to, additions to, removal of, replacement of or penetration into:
  - (i) part of Common Property (such as, by way of example only, Common Property walls, windows, doors, floors and ceilings);
  - (ii) the internal walls inside a Lot (such as dividing walls even though they may not be Common Property); and
  - (iii) the balcony attached to a Lot (such as, by way of example only, enclosing it or changing security screens, railings or balustrades);

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- (b) the erection of a structure on a Lot or Common Property;
- (c) works which affect the external appearance of a Lot or the Building;
- (d) changes to the colour of external surfaces of a Lot or the Building (including those on the balcony, terrace or courtyard of a Lot);
- (e) the installation of sun blinds, security bars (or other security devices), fly screens and other fixtures to the external surfaces of a Lot or the Building; and
- (f) works within the internal airspace of a Lot:
  - (i) which cause or which is likely to cause damage to Common Property;
  - (ii) which interfere with or is likely to interfere with Common Property or the services in the Building; or
  - (iii) which may or is likely to impact on or affect the structural integrity of the Building.

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

**Managing Agent** means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act.

**Minor Building Works** means:

- (a) works within the internal airspace of a Lot which is not visible from outside the Lot;
- (b) minor penetrations into Common Property; and
- (c) minor penetrations in, or attachments to, Common Property for the purposes of fixing fixtures or items of adornment in the Lot.

**Occupier** means a person in lawful occupation of a Lot for the time being (not being the Owner of the Lot).

**Original Owner** means the registered proprietor of the lots at the time of registration of the Strata Plan

**Owner** means the person for the time being recorded in the Register as entitled to an estate in fee simple in the lot

**Owners Corporation** means the owners corporation constituted on registration of the strata plan

**Parcel** means the land comprising the lots and common property the subject of the strata scheme

**Pet Register** means the pet register the subject of by-law 22.1

**Real Estate Services** means the provision by the Caretaker to those Owners who elect to use them, of services associated with the letting, managing and sales of lots

**Register** means the register kept by the Registrar-General at Land and Property Information.

**Removalist** means a party engaged by an Owner to assist in transporting Goods on Common Property: the expression includes the Owner if they transport the Goods themselves.

**Rental Agreement** means an agreement under which an Occupier occupies a Lot.

**Residential Lots** means Lots 1 to 46 (inclusive) and Lots 49 to 127 (inclusive).

**Restricted Matter** means a matter or class of matter:

- (a) which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or

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- (b) which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting

**Rule** means a rule made by the Owners Corporation in accordance with by-law 13.1 (as they may be amended or changed).

**Security Key** means a key, magnetic card, remote control or other device used to open and close doors, garage doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

**Service** includes water, hot water, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, telecommunications, television impulses or signal and radio impulses or signals.

**Service Contract** means a contract for any of the following services:

- (a) Common Property security;
- (b) Common Property air-conditioning maintenance;
- (c) lift maintenance;
- (d) fire system;
- (e) electrical system;
- (f) hydraulic system;
- (g) essential services certification;
- (h) waste disposal;
- (i) cleaning of the basement car park areas; and
- (j) any other service nominated by the Owners Corporation.

**Service Provider** means the party providing the services under a Service Contract.

**Services Apparatus** means an item in which a Service passes (by example only, cables, pipes, wires, flues, risers and chutes) or in which a Service is generated or stored.

**Sign** includes a sign, light, advertisement, name, notice, placard, banner, flag, flagpole, or other similar items the purpose of which is to advertise a product, service or activity, and includes a sign advertising a lot for sale or to let.

**Storage Space** means that part of the Parcel designed for storage purposes: it includes a Lot or any part Lot marked as storage on the Strata Plan and any part of a Lot designed for storage.

**Strata Plan** means the strata plan with which this By-law Instrument was registered.

**Strata Plan of Subdivision** means a plan of subdivision under the Legislation.

**Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

**Vehicle** includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

**Works** means:

- (a) works to any part of the Parcel: the expression includes Minor Building Works and Major Building Works; and
- (b) works associated with carrying out a right, duty or obligation (such as installing or replacing Common Property Item).

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### BY-LAW 37 INTERPRETATION

#### 39.1 Undefined words

Undefined words in these by-laws have the same meaning as they do in the Management Act.

#### 39.2 Interpretation

Reference to:

- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation
- (b) a thing includes the whole or each part of it; and
- (c) the singular includes the plural and vice versa.

#### 39.3 Headings

Headings do not affect the interpretation of the by-laws

#### 39.4 Severance

- (a) Subject to by-law 37.4(b):
  - (i) if a by-law is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
  - (ii) if, despite by-law 37.4(a)(i) a by-law is still void, voidable, unenforceable or illegal and the by-law would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
  - (iii) in any other case, the whole by-law must be severed.
- (b) If an event under by-law 37.4(a) occurs, the remainder of these by-laws continue in full force and effect.

### BY-LAW 38 REAL ESTATE SIGNS

Resolved by law Real Estate Signs

38.1 An owner (or any agent acting on behalf of an owner) must not erect a "FOR LEASE" sign on common property under any circumstances.

38.2 An owner (or any agent acting on behalf of an owner) must request permission from the Strata Managing Agent to erect a signboard. An owner (or any agent acting on behalf of an owner) is entitled to erect a "FOR SALE" sign, subject to the following requirements being met

- a) The owner completes and submits the "Application for the erection of a "FOR SALE" to the acting strata manager for review.
- b) The owner provides a bond of \$500.00 to the acting strata manager as per the terms of the aforementioned application
- c) The signboard is to be erected at the front of the building at one of the approved locations specifying the unit number and only for a maximum of 6 weeks or exchange of contract (whichever is the lesser) at which time an application for an extension is required.
- d) Any damage to common property caused by the erection of the sign or as a result of the sign is to be paid for by the owner directly or will be taken from the bond paid.

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- 38.3 Pursuant to 2a & 2b being met, the strata manger (on behalf of the Owners Corporation) will issue a consent letter for the erection of a "FOR SALE" sign and bcc strata committee as follows:
- "As the Managing agent of the above strata scheme, we write to advise that the Owners Corporation has granted your company permission to erect a standard size "FOR SALE" signboard. The sign is to be erected at the front of the building specifying the unit number and only for a maximum of 6 weeks or exchange of contract (whichever is the lesser) at which time an application for an extension is required.
- There is a bond payable for the unit of \$500.00
- Please be advised the Strata Committee of the Owners Corporation reserves the right to revoke the permission granted at any time by giving 24 hours written notice"
- 38.4 The erection of a "FOR SALE" sign by an owner (or any agent acting on behalf of an owner), following the issue of a consent letter by the acting strata manager, is deemed acceptance by the owner that they agree to abide by all terms and conditions outlined in the consent letter. The signboard is to be erected at the front of the building specifying the unit number and only for a maximum of 6 weeks or exchange of contract (whichever is lesser) at which time an application of an extension is required.
- 38.5 The erection of any real estate sign that is not in accordance with this By law will result in its immediate dismantling and disposal in addition to a fine of \$500 being issued to the owner of the advertised lot.

## BY-LAW 39 ABSOLUTION OF MAINTENANCE

### Part 1- Introduction and intent

(A) This By-Law has been drafted from the Strata Schemes Management Act 2015 section 107 common property memorandum which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(B) The intent of the By-Law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme. The intent being that any fixture or fitting within the lot, whether specified in this By-Law or not, or any appliance that only services one lot, whether specified in this By-Law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106(3) of the Act.

(C) Any item specified in this By-Law that is afforded cover for damage due to an insurable event by the Owners Corporation insurance policy shall still be protected by that insurance.

(D) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building. Waterproofing shall also remain the Owners Corporation responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

(E) This By-Law does not confer any rights upon a lot owner to install any item listed in this By-Law as a fixture or fitting of a lot.

### Part 2- Definitions

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

(A) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment

(B) Lot means any lot in the strata plan.

(C) Owner means the owner of the lot.

(D) Owners Corporation means the Owners Corporation created by the registration of Strata Plan 90543

(E) Internal Area means any area within the envelope of a lot as defined by the Strata Plan.

(F) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

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

(A) the singular includes plural and vice versa;

(B) any gender includes the other genders;

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- (C) any terms in the By-Law will have the same meaning as those defined in the Act;
- (D) any references to legislation includes references to amending and replacing legislation.

### Part 3- Terms and conditions

In accordance with section 106(3) of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

#### 3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

- (A) All cornices
- (B) All skirting boards
- (C) All architraves and internal Door Jams
- (D) Wall tiles wherever located, including kitchen, bathroom and laundries
- (E) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (F) False Ceilings
- (G) Mezzanines, Stairs and Handrails
- (H) All paintwork and wallpaper
- (I) The cleaning of mould throughout the lot where the causative factors are purely environmental.

#### 3.2 Bathroom, Ensuites and Laundry Areas

All bathroom, Ensuite and Laundry fixtures and fittings, including but not limited to;

- (A) All taps and internal pipe work
- (B) Shower screens
- (C) Bath tub, including internal floor waste and drainage pipes
- (D) Sinks and hand basins including internal drainage pipes
- (E) Cabinets and mirrors
- (F) Toilet pan, including cistern and internal wall pipes
- (G) All lights, light fittings and exhaust fans that only service the lot, wherever located

#### 3.3 Kitchen Areas

All kitchen fixtures and fittings, including but not limited to;

- (A) All taps and internal pipe work
- (B) All internal waste and drainage pipes, including connections to the common stack
- (C) Bench tops
- (D) Ovens, stoves and cook tops
- (E) Sinks and incinerators
- (F) All lights, light fittings, exhaust fans and range hood that only service the lot, wherever located, including ducting and external ventilation points

#### 3.4 Floor Coverings

- (A) All carpet within the lot
- (B) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (C) All floor boards, whether floating or fixed
- (D) All parquetry, linoleum, vinyl and cork tiles wherever located.

#### 3.5 Balcony and Courtyard Areas

- (A) All tiles, pavers and decking
- (B) All stairs and handrails within the balcony or courtyard area
- (C) All awnings, pergolas, privacy screens or louvers, whether originally installed or subsequently installed after the registration of the Strata Plan
- (D) All plants and grassed areas within the balcony or courtyard
- (E) The pruning, trimming or removal of a tree or trees, including damage caused by roots.
- (F) Fences that divide two lots
- (G) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot.

#### 3.6 Electrical Fittings and Appliances

- (A) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (B) All electrical sockets and wall plates
- (C) Electrical main and sub-main that services only one lot including fuses wherever located
- (D) Smoke detectors that only service one lot
- (E) Alarm systems that only service one lot
- (F) Individual Garage door motors
- (G) Telephone, Television, cable television, intercom handsets, internet wall plates and cabling that only services one lot, wherever located
- (H) Split system and ducted air conditioning systems including condenser units and all associated

## SP90543

equipment wherever located that only service one lot;

(I) Ceiling Fans

(J) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located

(K) Any general appliance, such as dishwasher, microwave oven, clothes dryer or other appliance that is designed to only service a single lot

### 3.7 Balcony Doors, Garage Doors, Windows, Mail Boxes Storage cage and Garage Area

(A) All fly screens, security screens fitted to the windows and doors, internal doors, balcony doors and windows of the lot, whether originally installed or subsequently installed after the registration of the Strata Plan.

(B) Automatic Door closers

(C) Storage cages that are for the use of one lot.

(D) Mail Box Locks.

(E) Any locking device or door furniture installed on the front and back doors, balcony doors, garage doors or windows, storage cages of the lot, whether installed originally or subsequently by the lot owner

(F) Supplying or replacing swipe cards, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme

### 3.8 External areas

(A) Any antenna that only services one lot

(B) Any security screening that only services one lot

(C) Any security surveillance equipment that only services one lot

(D) Any fence and fence extensions that only service one lot

# SP90543

## SPECIAL BY-LAW 1 - RESTRICTING CHARGING OF ELECTRIC ITEMS (E-BIKES AND E-SCOOTERS)

### 1. Introduction

This by-law places restrictions on charging electric items such as electric bicycles and electric scooters in your lot or on the common property.

### 2. Definitions

In this by-law:

- (a) **“electric items”** means any chargeable or rechargeable electric item including (but not limited to) electric scooters, electric bicycles, electric hoverboards and the like (but excluding electric vehicles, watches, e-readers, mobile phones, tablets, computers, laptops and similar devices);
- (b) **“electric charger”** means the device used to charge electric items;
- (c) **“lot”** means any lot in the strata scheme including a car space or garage that is or forms part of a lot;
- (d) **“occupier”** means an occupier of a lot and includes a tenant in occupation of a lot;
- (e) **“owner”** means an owner of a lot;
- (f) **“you”** means an owner or occupier.

### 3. Restriction on Electric Charging

3.1 If you are charging any electric items in a lot or on the common property, you must:

- (a) **(Australian Standards)** ensure that the electric items and any battery and electric charger for them comply with all applicable Australian Standards and only use chargers that show the Australian Regulatory Compliance Mark Tick.
- (b) **(safety)** ensure that the electric charger is used in a safe manner and does not cause any risks to the health or safety of any person including an owner or occupier of a lot or any person on the common property;
- (c) Charge batteries on hard surfaces that can't catch fire like concrete floors or tiles. Don't charge them on surfaces like beds, sofas, or carpet.
- (d) **(compliance with manufacturers' instructions)** comply with the instructions of the manufacturer of the electric charger and the electric items and the batteries for them with respect to the use of the electric charger and the charging of the electric items respectively;
- (e) **(fire safety)** not do anything or permit another person to do anything on a lot or the common property when using an electric charger or charging electric items that reduces the level of fire safety in the lots or common property and take all reasonable steps to ensure that the use of the electric charger, or the charging of an electric item, does not cause a fire;
- (f) **(Smoke alarms)** make sure a smoke alarm or heat alarm is working in rooms where batteries are charged or stored.

## SP90543

- (g) (**power point**) use the electric charger or charge electric items only from a suitably installed and functioning power point;
- (h) (**monitoring charging**) when using an electric charger or charging an electric item, periodically monitor the charging of the electric item to ensure it is charging correctly and disconnect the electric charger from the electric item when the electric item is fully charged;
- (i) (**no overloading**) ensure that the use of the electric charger does not overload the electricity supply of the building or disrupt or interfere with the electricity supply to any of the lots or the common property;
- (j) (**compatibility of electric charger**) ensure that the electric charger is compatible with all components of the electricity infrastructure in the building including any load management system and any electric items for which it is used;
- (k) (**preventing damage**) ensure that use of the electric charger does not cause any damage to any of the electricity infrastructure in, or any other part of, the building;
- (l) (disposing of batteries) Lithium-ion batteries cannot be placed into home garbage or recycling bins. They can cause fires during waste collection, transportation, handling and processing.
- (m) (**general indemnity**) indemnify and keep indemnified the owners corporation and the owners and occupiers of the other lots against all actions, proceedings, claims, demands, costs, damages, loss and expenses which may be incurred by or brought or made against the owners corporation arising out of the use of the electric charger or the charging of the electric items or your breach of this by-law including as a result of a fire arising out of the use of the electric charger;
- (n) (**indemnity for electricity costs**) indemnify and keep indemnified the owners corporation against all costs, damages, loss and expenses which maybe incurred by the owners corporation arising out of the use of the electric charger or the charging of the electric items by you or by a person on your behalf including the cost of any electricity used by the electric charger or as a result of the charging of the electric items by you or on your behalf;
- (o) (**payment of indemnified costs**) comply with your obligation to indemnify the Owners Corporation under this by-law and pay or reimburse the owners corporation for the amount for which you are liable under that indemnity within 14 days of being requested to by the Owners Corporation in writing;
- (p) (**compliance with laws**) comply with all laws and the reasonable directions of the Owners Corporation, the Local Council, Fire and Rescue NSW and any other authority with jurisdiction over the strata scheme concerning the use of the electric charger or the charging of the electric items.



Form: 15CH  
Release: 2.1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

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

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

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

(A) TORRENS TITLE	For the common property CP/SP90543	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any SARVAAS CIAPPARA LAWYERS SUITE 7.02B, 133 CASTLEREAGH STREET, SYDNEY NSW 2000 CIAPPARA@SCLAW.COM.AU
	Reference:	2255953
		CODE <b>CH</b>

- (C) The Owners-Strata Plan No. 90543 certify that a special resolution was passed on 18/12/2024
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. SPECIAL BY-LAW 1  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

SPECIAL BY-LAW 1 - RESTRICTING CHARGING OF ELECTRIC ITEMS (E-BIKES AND E-SCOOTERS)

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A .
- (G) The seal of The Owners/Strata Plan No. 90543 was affixed on 6/5/2025 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:

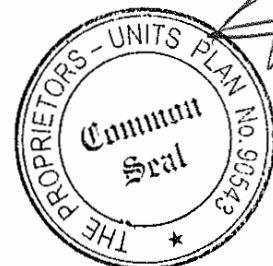
Name: FRANCK VIGOUROUX

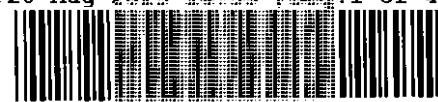
Authority: STRATA MANAGER

Signature:

Name:

Authority:





Form: 01TG  
Release: 3-0

# TRANSFER GRANTING EASEMENT

New South Wales  
Real Property Act 1900

## AI481824L

**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. *Plan fee paid (\$104.50)*

(A) **TORRENS TITLE**

Servient Tenement 100/1176717	Dominant Tenement An easement in gross pursuant to S88A of the Conveyancing Act 1919
----------------------------------	---

(B) **LODGED BY**

Document Collection Box 654X	Name, Address or DX, Telephone, and Customer Account Number if any <b>M J ARMSTRONG &amp; CO - GADENS LLP : 131317K</b>	Reference: <u>105831</u>	CODE <b>TG</b>
---------------------------------	--	--------------------------	-------------------

(C) **TRANSFEROR**

CANBERRA ESTATES CONSORTIUM NO 24 PTY LIMITED ACN 138 976 637  
ABN

(D) The transferor acknowledges receipt of the consideration of \$ 100  
and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

AN EASEMENT FOR ELECTRICITY AND OTHER PURPOSES MORE PARTICULARLY DESCRIBED IN ANNEXURE "A"

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable): \_\_\_\_\_

(G) **TRANSFeree**

AUSGRID  
ABN 67 505 337 385

DATE 26 MARCH 2014

(H) I certify that I am an eligible witness and that the transferor's attorney signed this dealing in my presence.  
[See note\* below].

Certified correct for the purposes of the Real Property Act 1900 by the transferor's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness:

Name of witness: Kym Elizabeth Wagner Stewart  
Address of witness: 161 London Circuit  
Canberra ACT

Signature of attorney:

Attorney's name: Mary Ruth Harris  
Signing on behalf of: CANBERRA ESTATES CONSORTIUM NO 24 PTY LIMITED ACN 138 976 637  
Power of attorney-Book: 4631  
-No.: 745

I certify that I am an eligible witness and that the transferee's attorney signed this dealing in my presence.  
[See note\* below].

Certified correct for the purposes of the Real Property Act 1900 by the transferee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness:

Name of witness: Kathleen Williams  
Address of witness: 570 George Street  
SYDNEY NSW 2000

Signature of attorney:

Attorney's name: TREVOR MARK ARMSTRONG  
Signing on behalf of: AUSGRID  
Power of attorney-Book: 4641  
-No.: 639

*DW, M - AF 384660, 11*

*X-AH467086*

**THIS IS ANNEXURE "A" REFERRED TO IN THE TRANSFER GRANTING EASEMENT BETWEEN  
CANBERRA ESTATES CONSORTIUM NO 24 PTY LIMITED ACN 138 976 637 AS TRANSFEROR  
AND AUSGRID ABN 67 505 337 385 AS TRANSFEREE**


Dated 26.1.03/2014

An EASEMENT FOR ELECTRICITY AND OTHER PURPOSES affecting that part of the servient tenement shown as "EASEMENT FOR ELECTRICITY AND OTHER PURPOSES" on the plan annexed and marked "C" on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

I certify that I am an eligible witness and that the transferor's attorney signed this dealing in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the transferor's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of Witness 

Signature of attorney: 

Name of Witness: **Kym Elizabeth Wagner Stewart**  
Address of Witness: 161 London Circuit  
CANBERRA ACT 2601

Attorney's name: **Mary Ruth Harris**  
Signing of behalf of: Canberra Estates  
Consortium No 24 Pty  
Limited ACN 138 976 637  
Power of Attorney: Book 4631 No 745

I certify that I am an eligible witness and that the transferee's attorney signed this dealing in my presence.


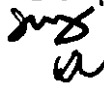
Certified correct for the purposes of the Real Property Act 1900 by the transferee's attorney who signed this dealing pursuant to the power of attorney specified.

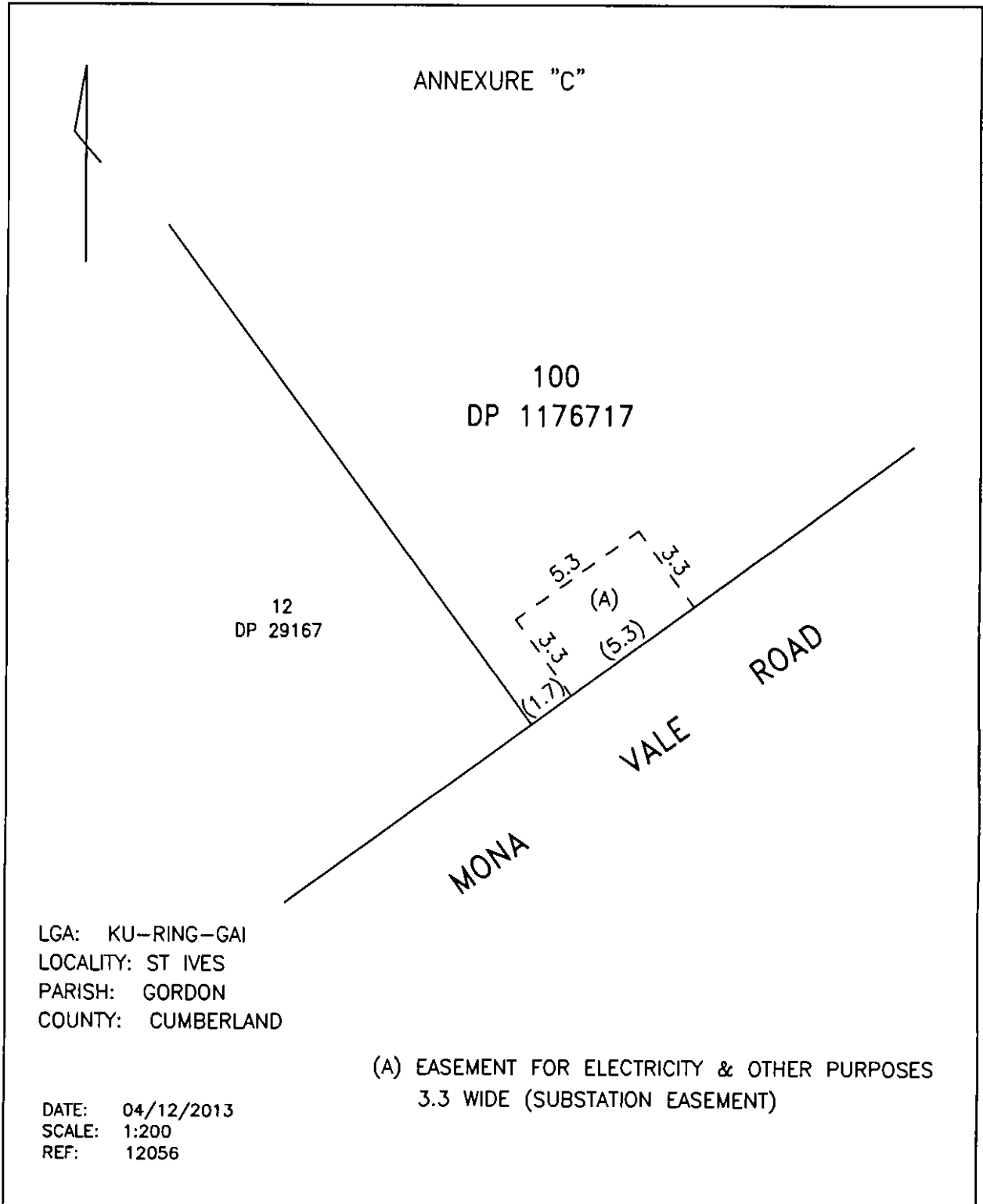
Signature of Witness 

Signature of attorney: 

Name of Witness: **Kathleen Williams**  
Address of Witness: 570 George Street  
SYDNEY NSW 2000

Attorney's name: **TREVOR MARK ARMSTRONG**  
Signing of behalf of: AUSGRID  
ABN 67 505 337 385  
Power of Attorney: Book ~~4628~~ No ~~484~~

4641 639  
 



THIS IS THE PLAN MARKED "C" REFERRED TO IN THE TRANSFER GRANTING EASEMENT BETWEEN  
CANBERRA ESTATES CONSORTIUM No 24 PTY LIMITED AS TRANSFEROR AND  
AUSGRID AS TRANSFEREE

SIGNED FOR & ON BEHALF OF  
CANBERRA ESTATES CONSORTIUM No 24 PTY LIMITED  
ACN 138 976 637 BY ITS ATTORNEY MARY RUTH HARRIS  
PURSUANT TO POWER OF ATTORNEY REGISTERED BOOK 4631  
NO 745 OF WHICH SHE HAS NO NOTICE OF REVOCATION

TREVOR MARK ARMSTRONG  
SIGNED FOR & ON BEHALF OF  
AUSGRID

Bartier Perry Pty Ltd  
10 / 77 Castlereagh Street  
Sydney NSW 2000  
www.bartier.com.au

DX 109 Sydney  
PO Box 2631  
Sydney NSW 2001

Tel +61 2 8281 7800  
Fax +61 2 8281 7838  
ABN 30 124 690 053

**Bartier  
Perry**

*AI 384660*

The Registrar General  
Land and Property Information  
Queens Square  
SYDNEY NSW 2000

27 March 2014

Our ref: PLC 125509

Dear Registrar General

**CAVEAT AH467086**  
**REGISTERED PROPRIETOR: CANBERRA ESTATES CONSORTIUM NO 24 PTY LIMITED**  
**CAVEATOR: AUSGRID**  
**PROPERTY: FOLIO IDENTIFIER 100/1176717**

We are the solicitors for Ausgrid, the caveator under caveat AH467086.

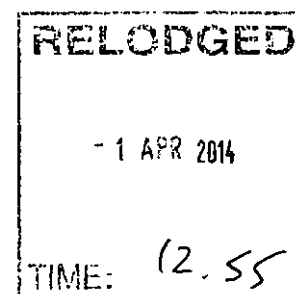
Our client, as caveator, consents to the registration of a Transfer Granting Easement between Canberra Estates Consortium No 24 Pty Ltd as Transferor and Ausgrid as Transferee creating an easement for electricity and other purposes over lot 100 DP1176717

On registration of the Transfer Granting Easement caveat AH467086 should be removed.

Yours faithfully  
**Bartier Perry**



**Pas Crino** Consultant  
D +612 8281 7807 F +612 8281 7805  
pcrino@bartier.com.au



**FILM WITH**

*AI 2481824*

Form: 13PC  
Release: 3.1

**POSITIVE COVENANT**  
New South Wales



**AI828816F**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to make available to any person for search upon payment of a fee, if any.

**RELODGED**  
(A) TORRENS TITLE  
  
(B) RELODGED BY  
  
TIME: 1/20

Folio 100/1176717		
Document Collection Box 392 C	Name, Address or DX, Telephone, and Customer Account Number if any SYDNEY LEGAL AGENTS LLP : 128005 Y	CODE <b>PC</b>
Reference: OCONNOR-133855		
(C) REGISTERED PROPRIETOR Of the above land Canberra Estates Consortium No 24 Pty Limited ACN 138 976 637		
(D) LESSEE MORTGAGEE or CHARGE Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of Instrument	Name
Mortgage	See Annexure B	See Annexure B
(E) PRESCRIBED AUTHORITY Within the meaning of section 88E(1) of the Conveyancing Act 1919 Ku-ring-gai Council		

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

DATE 15.08.2014

(G) Execution by the prescribed authority

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

Signature of witness: *Katharine Hawken*  
Name of witness: KATHARINE HAWKEN  
Address of witness: 818 PACIFIC HWY  
GORDON NSW 2072

Signature of authorised officer: *Corrie Swanepoel*  
Name of authorised officer: CORRIE SWANEPOEL  
Position of authorised officer: MANAGER  
DEVELOPMENT  
ASSESSMENT SERVICES

(G) Execution by the registered proprietor

I certify that I am an eligible witness and that the registered proprietor's attorney signed this dealing in my presence.[See note\* below].

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness: *Kym Elizabeth Wagner Stewart*  
Name of witness: Kym Elizabeth Wagner Stewart  
Address of witness: 161 London Circuit  
Canberra ACT

Signature of attorney: *Mary Ruth Harris*  
Attorney's name: Mary Ruth Harris  
Signing on behalf of: Canberra Estates CONSORTIUM No 24  
Power of attorney-Book: 4631  
-No.: 745  
PTY LIMITED

(H) Consent of the mortgagee

The mortgagee under mortgage No. See Annexure B, agrees to be bound by this positive covenant.

I certify that the above mortgagee signed this application in my presence.

Signature of witness: \_\_\_\_\_ Signature of mortgagee: \_\_\_\_\_  
Name of witness: \_\_\_\_\_  
Address of witness: \_\_\_\_\_

PROD 285 D 14/8

## Annexure A to Positive Covenant

Land burdened: Certificate of title folio 100/1176717

Parties:

Canberra Estates Consortium Estates No 24 Pty Limited ACN 138 976 637 and Ku-ring-gai Council

Dated: 15.08.2014

### Terms of Positive Covenant

In this Positive Covenant unless inconsistent with the context,

**"System"** means in relation the burdened lot the stormwater drainage detention basin or tank constructed or to be constructed on the burdened lot in accordance with the requirements of the

Council including all ancillary, gutters, downpipes, pipes, drains, orifice plates, trench barriers, walls, earth banks, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control stormwater located on any part of the burdened lot.

**"Proprietor"** includes the registered proprietor of the burdened lot from time to time and all of his heirs, executors, assigns and successors in title to the burdened lot and where there are two or more registered proprietors of the burdened lot the terms of this Positive Covenant shall bind all those registered proprietors jointly and severally.

**"Council"** means the Ku-ring-gai Council or its successor.

1. The proprietor of the burdened lot covenants with the Council in respect of any System (as later defined) constructed on the burdened lot to:
  - (a) permit stormwater to be temporarily detained by the System;
  - (b) regularly keep the System clean and free from grass clippings, silt, rubbish, debris and the like;
  - (c) maintain the System to ensure a maximum outflow from the System and a minimum pondage in accordance with plans duly approved by Council;
  - (d) ensure that the System at all times includes an overflow to direct any excess flow to the downstream drainage System;
  - (e) maintain, repair and replace the System or any part of it due to deterioration or damage without delay so that it functions in a safe and efficient manner;
  - (f) comply with the terms of any written notice issued by the Council in respect of the requirements of the Positive Covenant within the time stated in the notice;
  - (g) permit the Council to enter upon the burdened lot or any part of it with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency);
    - (i) to view the state of repair of the System;
    - (ii) to ascertain whether or not there has been any breach of the terms of this Positive Covenant;

(iii) to execute works on the burdened lot for compliance with the requirements of this Positive Covenant;

(h) indemnify and keep indemnified the Council from and against all claims, demands, actions, suits, causes of action, sums of money, compensation, damages, costs and expenses which the

Council or any other person may suffer as a result of any malfunction or non-operation of the System or any failure of the proprietor to comply with the terms of the Positive Covenant.

2. The Council shall have the following additional powers:

(a) In the event that the proprietor fails to comply with the terms of any written notice issued by the Council as set out above or in the event of an emergency, the Council or its authorised agent may enter the burdened lot with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency) and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in Part 1(f) above or to alleviate the emergency.

(b) The Council may recover from the proprietor as a liquidated debt in a court of competent jurisdiction;

(i) any expense reasonably incurred by it in exercising its powers under sub-paragraph 2(a) hereof,

(ii) 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(4) of the Conveyancing Act, 1919 or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

**Name of Authority empowered to release, vary or modify the Positive Covenant:**

Ku-ring-gai Council



Manager – Development Assessment Services

Ku-ring-gai Council

### Annexure B to Positive Covenant

Schedule of mortgages registered on certificate of title folio 100/1176717	
Registered mortgagee	Registered mortgage
Australia and New Zealand Banking Group Limited	AF554383
	AF554384
	AF821370
<input checked="" type="checkbox"/> Village No 5 Pty Limited	<del>A1481824</del> <b>AJ384661</b>

*Jennifer Borg 10/10/14  
authorised to amend*

## EXECUTION

### Execution by registered proprietor

Executed by Canberra Estates Consortium No  
24 Pty Limited ACN 138 976 637 by its duly  
constituted attorney, Mary Ruth Harris,  
under power of attorney registered  
Book 4631 No. 745 in the presence of:



Signature of witness

Kym Elizabeth Wagner Stewart  
161 London Circuit  
Canberra ACT

Name of witness (printed)



Signature of Mary Ruth Harris

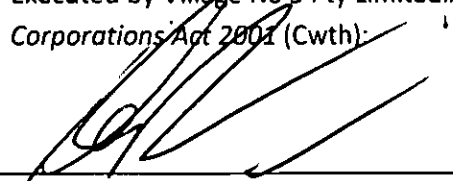
Execution by registered mortgagee

Execution by Australia and New Zealand Banking Group Limited

Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 622 pursuant to the Power of Attorney dated 18 November 2002 and registered in the NEW SOUTH WALES registration number Book 4376 No 410 who certifies she/he is a CASAGER of ANZ and that she/he has not received notice of revocation of that Power of Attorney, in the presence of ANGLUS TRAPPEL AT STEVE TOKIC  
Signature of Attorney Full name of Attorney

**Execution by registered mortgagee**

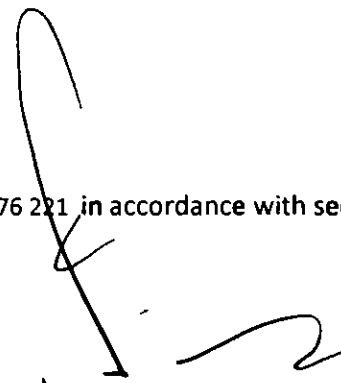
Executed by Village No 5 Pty Limited ACN 125 576 221 in accordance with section 127 of the Corporations Act 2001 (Cwth):



Director (signature)

MICHAEL DE SIMONE

Name of director (printed)



Director/secretary (signature)

VINCENT L. WILLIAMS

Name of director/secretary (printed)

RELOADED  
 Form: 13RPA  
 Release: 15 OCT 2014  
 112

**RESTRICTION ON THE  
 USE OF LAND BY A  
 PRESCRIBED AUTHORITY**



**AI828817D**

New South Wales  
 Section 88E(3) Conveyancing Act 1919

**WARNING 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** Folio 100/1176717

(B) **LODGED BY**

Document Collection Box <b>392 C</b>	Name, Address or DX, Telephone, and Customer Account Number if any <b>SYDNEY LEGAL AGENTS LLP : 128005 Y</b>	CODE <b>RV</b>
Reference: <b>O'Connor - 133855</b>		

(C) **REGISTERED PROPRIETOR** Of the above land  
 Canberra Estates Consortium No 24 Pty Limited ACN 138 976 637

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage	See Annexure B	See Annexure B

(E) **PRESCRIBED AUTHORITY** Within the meaning of section 88E(1) of the Conveyancing Act 1919  
 Ku-ring-gai Council

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

**DATE** 15-08-2014

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

Signature of witness: *Katharine Hawken*  
 Name of witness: **KATHARINE HAWKEN**  
 Address of witness: **818 PACIFIC HWY  
 GORDON NSW 2072**

Signature of authorised officer: *Corrie Swanepoel*  
 Name of authorised officer: **CORRIE SWANEPOEL**  
 Position of authorised officer: **MANAGER  
 DEVELOPMENT  
 ASSESSMENT SERVICES**

I certify that I am an eligible witness and that the registered proprietor's attorney signed this dealing in my presence.  
 [See note\* below].

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness: *Kym Elizabeth Wagner Stewart*  
 Name of witness: **Kym Elizabeth Wagner Stewart**  
 Address of witness: **161 London Circuit  
 Canberra ACT**

Signature of attorney: *Mary Ruth Harris*  
 Attorney's name: **Mary Ruth Harris**  
 Signing on behalf of: **Canberra Estates CONSORTIUM NO 24  
 PTY LIMITED**  
 Power of attorney-Book: **4631**  
 -No.: **745**

(H) The mortgagee under mortgage No. See Annexure B agrees to be bound by this restriction. I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:  
 Name of witness:  
 Address of witness:

Signature of mortgagee:

## **Annexure A to Restriction on the Use of Land by a Prescribed Authority**

### **Parties:**

Canberra Estates Consortium Estates No 24 Pty Limited ACN 138 976 637 and Ku-ring-gai Council

Land burdened: Certificate of title folio 100/1176717

Dated: 15-08-2014

### **Terms of Restriction on the Use of Land**

At all times, the visitor car parking spaces are to be clearly identified and are to be for the exclusive use of visitors to the site. On site permanent car parking spaces are not to be used by those other than an occupant or tenant of the subject building. Any occupant, tenant, lessee or registered proprietor of the development site or part thereof shall not enter into an agreement to lease, licence or transfer ownership of any car parking spaces to those other than an occupant, tenant or lessee of the building.

### **Name of Authority empowered to release, vary or modify the Restriction on the Use of Land:**

Ku-ring-gai Council



Manager – Development Assessment Services

Ku-ring-gai Council

**Annexure B to Restriction on the Use of Land by a Prescribed Authority**

Schedule of mortgages registered on certificate of title folio 100/1176717	
Registered mortgagee	Registered mortgage
Australia and New Zealand Banking Group Limited	AF554383
	AF554384
	AF821370
<input checked="" type="checkbox"/> Village No 5 Pty Limited	<del>AF481624</del> <b>AXI 384661</b>

*Jennifer Bora 10/10/14  
authorised to amend*

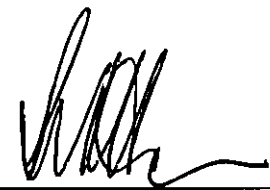
**EXECUTION**

**Execution by registered proprietor**

Executed by Canberra Estates Consortium No  
24 Pty Limited ACN 138 976 637 by its duly  
constituted attorney, Mary Ruth Harris,  
under power of attorney registered  
Book 4631 No. 745 in the presence of:



\_\_\_\_\_  
Signature of witness  
**Kym Elizabeth Wagner Stewart**  
**161 London Circuit**  
**Canberra ACT**



\_\_\_\_\_  
Signature of Mary Ruth Harris

\_\_\_\_\_  
Name of witness (printed)

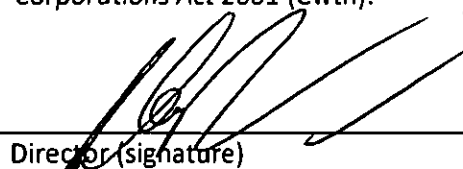
Execution by registered mortgagee

Execution by Australia and New Zealand Banking Group Limited

Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 622 pursuant to the Power of Attorney dated 18 November 2002 and registered in the NEW SOUTH WALES registration number: ~~Book 4376 no. 410~~ who certifies she/he is a MARRIED of ANZ and that she/he has not received notice of revocation of that Power of Attorney in the presence of: ANCAUS TRAPPATT SR  
[Signature] STEVE TOKIC  
Signature of Attorney Full name of Attorney

**Execution by registered mortgagee**

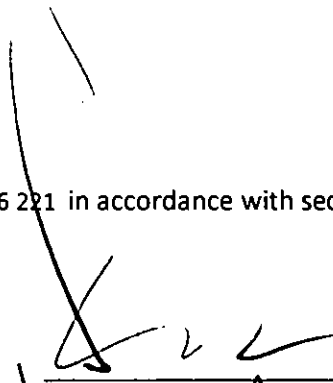
Executed by Village No 5 Pty Limited ACN 125 576 221 in accordance with section 127 of the Corporations Act 2001 (Cwth):



Director (signature)

MICHAEL DE SIMONE

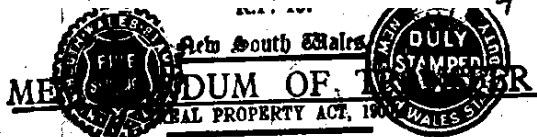
Name of director (printed)



Director/secretary (signature)

VINCENT L HIGGINS

Name of director/secretary (printed)



Fees —  
 Lodgment ...  
 Endorsement ...  
 Certificate ...  
 £ 125

R 1136 E

R 1136 E

C196151

**ARTHUR MACQUARIE WEYMARK** of Sydney, Fruit Merchant

(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 EIGHTY POUNDS**  
 (£ 180 ) (the receipt whereof is hereby acknowledged) paid to me by  
**PERCY FRASER LIGHT** of St. Ives, Gentleman,

(herein called transferee )

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

(s)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	<b>CUMBERLAND</b>	<b>GORDON</b>	<b>PART</b> and being Lot 18 on Deposited Plan No. 17415	<b>4757</b>	<b>247</b>

And the transferee covenants with the transferor<sup>1</sup> vide Covenant annexed hereto.

**ENCUMBRANCES, &c., REFERRED TO.\***

Signed at Sydney the first day of December, 19 30  
 Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

*A. M. Weymark*  
 Transferor.  
*Daniel N. Bethune*  
*My Clerk*  
*A. N. Buntyn*  
*By x 26*

Signed

<sup>1</sup>Accepted, and I hereby certify this Transfer to be correct  
 for the purposes of the Real Property Act.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

*St Miller*  
 Law Clerk  
 25 O'Connell St

*Percy Fraser Light*  
 Transferee.

\* 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-revocation on page 3 signed by the attorney before a witness.

† N.B. — Section 119 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.

20962 B

Cyl 160 B

2496151

And the Transferee covenants with the Transferrer binding himself and the land hereby transferred that he will not erect or cause or allow to be erected or placed on the land hereby transferred any hoarding or advertisement -

- (a) The land to which the benefit of the above covenant is intended to be appurtenant is the whole of the land comprised in the said Certificate of Title
- (b) The land which is to be subject to the burden of the above covenant is the land hereby transferred
- (c) The above covenant may be released varied or modified by the Transferrer his executors administrators or assigns.

And the Transferee for himself and his assigns hereby for the benefit of the adjoining land but only during the ownership thereof by the Transferrer his executors administrators and assigns other than Purchasers on sale covenants with the Transferrer his executors administrators and assigns that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the Transferrer his executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the Transferrer his executors administrators or assigns and in favour of any person dealing with the Transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected -

- (a) The land to which the benefit of the above covenant is intended to be appurtenant is the residue of the land comprised in the said Certificate of Title.
- (b) The land which is to be subject to the burden of the above covenant is the land hereby transferred.
- (c) The above covenant may be released varied or modified by the Transferrer his heirs executors administrators or assigns.)

Witness: *[Signature]* *[Signature]* *[Signature]*

Witness: *[Signature]*

**C496151**  
 No. \_\_\_\_\_

LODGED BY WINDEYER & Co.,  
SOLICITORS,  
25 O'CONNELL STREET, SYDNEY.

**CONSENT OF MORTGAGEE.**

I, Ester Jane Russell mortgagee under Mortgage No. 2146433  
 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 Sydney this first day of December 1936.  
 Signed in my presence by Ester Jane Russell Mortgagor  
 who is personally known to me. W. H. H. H. H.

**MEMORANDUM AS TO NON-REVOCAION OF POWER OF ATTORNEY!**

(To be signed at the time of executing the within instrument.)  
 Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer!

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 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 \_\_\_\_\_ 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 \_\_\_\_\_ the person he was of sound mind and freely and voluntarily signed the same.

**MEMORANDUM OF TRANSFER of**

1 Acre 0 roods 5 perches.  
Lot 13 D.P. 17413 Rosedale Rd, at the bus  
Municipality Ka-ung-gai (Sub. to Govt.)  
Parish London County  
Percy Fraser Light Transferee.  
 Particulars entered in Register Book, Vol. 4814 Fol. 191.

the 6<sup>th</sup> day of January 1937.  
 at \_\_\_\_\_ minutes 2 o'clock in the after noon.  
W. H. H. H.  
 Registrar-General.

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

Nature	No.	Reg'd Prop., M/G, etc.

**PROGRESS RECORD.**

	1936	1937
Sent to Survey Branch ...	1/11/36	1/11/37
Received from Records ...	2/11/36	2/11/37
Draft written ...	2/11/36	2/11/37
Draft examined ...	30.10.36	30.10.37
Diagram prepared	1/11/36	1/11/37
Diagram examined	1/11/36	1/11/37
Draft forwarded	1/11/36	1/11/37
Supt. of Engrossers	1/11/36	1/11/37
Cancellation Clerk	1/11/36	1/11/37
VOL. <b>4814</b> FOL. <b>191</b>		
Diagram Fees ...		
Additional Police		

If the parties be resident without the State, but in any other part of the British Empire the instrument must be signed or acknowledged before the Registrar-General or Recorder 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 or Commissioner for taking affidavits for New South Wales, or the Governor, Government or municipal or local government corporation of such part, or the Governor, Government 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 Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Consul-General, Consul, Vice-Consul, Acting Consul, Pro-Consul, or Consular Agent, who affix his seal of office, or the attesting witness may make a declaration of the fact thereof before one of such persons (who should sign and affix his seal to such declaration) or other person as the said Chief Justice may appoint.

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

This form is not appropriate in cases of delegation by trustee.

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

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.

Form: 13RPA OCT 2014  
 Release: 3-1

TIME: 1120

**RESTRICTION ON THE  
 USE OF LAND BY A  
 PRESCRIBED AUTHORITY**

New South Wales

Section 88E(3) Conveyancing Act 1919



**AI828818B**

**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**

Folio 100/1176717
-------------------

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
392 C	SYDNEY LEGAL AGENTS LLP : 128005 Y Reference: <u>0001100 - 138855</u>	<b>RV</b>

(C) **REGISTERED PROPRIETOR**

Of the above land Canberra Estates Consortium No 24 Pty Limited ACN 138 976 637
--

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage	See Annexure B	See Annexure B

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919 Ku-ring-gai Council
--

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

DATE 15.08.2014

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

Signature of witness: Katharine Hawken  
 Name of witness: KATHARINE HAWKEN  
 Address of witness: 818 PACIFIC HWY  
GORDON NSW 2072

Signature of authorised officer: [Signature]  
 Name of authorised officer: CORRIE SWANEPOEL  
 Position of authorised officer: MANAGER  
DEVELOPMENT  
ASSESSMENT-SERVICES

I certify that I am an eligible witness and that the registered proprietor's attorney signed this dealing in my presence. [See note\* below].

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness: [Signature]  
 Name of witness: Kym Elizabeth Wagner Stewart  
 Address of witness: 161 London Circuit  
Canberra ACT

Signature of attorney: [Signature]  
 Attorney's name: Mary Ruth Harris  
 Signing on behalf of: Canberra Estates  
 Power of attorney-Book: 4631  
 -No.: 745  
CONSORTIUM No 24  
PTY LIMITED

(H) The mortgagee under mortgage No. See Annexure B agrees to be bound by this restriction. I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:  
 Name of witness:  
 Address of witness:

Signature of mortgagee:

## Annexure A to Restriction on the Use of Land by a Prescribed Authority

Land burdened: Certificate of title folio 100/1176717

Parties:

Canberra Estates Consortium Estates No 24 Pty Limited ACN 138 976 637 and Ku-ring-gai Council

Dated: 15.08.2014

### Terms of Restriction on the Use of Land

Unless inconsistent with the context words used herein have the same meaning as those ascribed to them in the Positive Covenant referred to in the Plan.

1. The proprietor of the burdened lot covenants with the Council not to:
  - (a) allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the System;
  - (b) except in accordance with the written approval of the Council allow any building, erection or structure to be constructed or allowed to remain constructed or placed on the System;
  - (c) carry out or allow to be carried out any change of land profile or earthworks on the System;
  - (d) carry out or allow to be carried out any alterations to the System including surface levels, controlled outflows, grates, pipes, orifice plate, mesh screen or any other materials or elements thereof outside those normally required for the formation, maintenance and proper function of the System

### Name of Authority empowered to release, vary or modify the Restriction on the Use of Land:

Ku-ring-gai Council



Manager – Development Assessment Services

Ku-ring-gai Council

### Annexure B to Restriction on the Use of Land by a Prescribed Authority

Schedule of mortgages registered on certificate of title folio 100/1176717	
Registered mortgagee	Registered mortgage
Australia and New Zealand Banking Group Limited	AF554383
	AF554384
	AF821370
<b>B</b> Village No 5 Pty Limited	<del>AI481824</del> XAI384661

Jennifer Pong 10/10/14  
authorised to amend

**EXECUTION**

**Execution by registered proprietor**

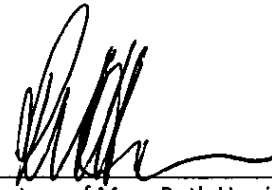
Executed by Canberra Estates Consortium No  
24 Pty Limited ACN 138 976 637 by its duly  
constituted attorney, Mary Ruth Harris,  
under power of attorney registered  
Book 4631 No. 745 in the presence of:



Signature of witness

**Kym Elizabeth Wagner Stewart  
161 London Circuit  
Canberra ACT**

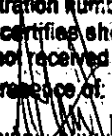
Name of witness (printed)



Signature of Mary Ruth Harris

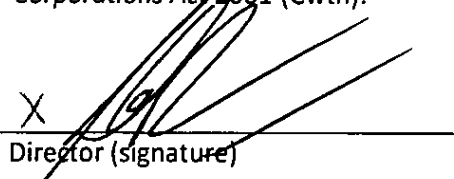
Execution by registered mortgagee


Execution by Australia and New Zealand Banking Group Limited

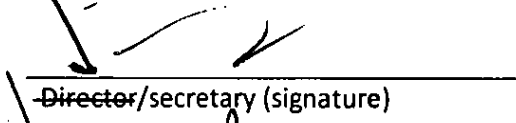
Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 522 pursuant to the Power of Attorney dated 18 November 2002 and registered in the ~~NEW SOUTH WALES~~ registration number: ~~Book 4376 No. 419~~  
who certifies she/he is a ~~MANAGER~~ of ANZ and that she/he has not received notice of revocation of that Power of Attorney, in the presence of: ~~ANCUS TRAPPILL AP~~  
 STEVE TOXIC  
Signature of Attorney Full name of Attorney


**Execution by registered mortgagee**

Executed by Village No 5 Pty Limited ACN 125 576 221 in accordance with section 127 of the Corporations Act 2001 (Cwth):

X   
\_\_\_\_\_  
Director (signature)

  
\_\_\_\_\_  
Name of director (printed)

  
\_\_\_\_\_  
Director/secretary (signature)

  
\_\_\_\_\_  
Name of director/secretary (printed)

Form: 01TG  
Release: 3-1

# TRANSFER GRANTING EASEMENT

New South Wales  
Real Property Act 1900



## AI828819Y

**RELOADED**  
TORRENS TITLE  
OCT 2014  
TIME: 1/20

**WARNING:** 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.

Servient Tenement Folio 100/1176717	Dominant Tenement An easement in gross pursuant to section 88A of the Conveyancing Act 1919
--	--

(B) **LODGED BY**

Document Collection Box 392 C	Name, Address or DX, Telephone, and Customer Account Number if any SYDNEY LEGAL AGENTS LLP : 128005 Y Reference: O'CONNOR - 133855	CODE <b>TG</b>
----------------------------------	---	-------------------

(C) **TRANSFEROR**

Canberra Estates Consortium No 24 Pty Limited ACN 138 976 637

(D) The transferor acknowledges receipt of the consideration of \$ 1.00 and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

An easement for waste collection more particularly described in Annexure A affecting the whole of the land.

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) **TRANSFeree**

Ku-ring-gai Council

DATE 15-08-2014

(H) I certify that I am an eligible witness and that the transferor's attorney signed this dealing in my presence. [See note\* below].

Certified correct for the purposes of the Real Property Act 1900 by the transferor's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness:

Name of witness: **Kym Elizabeth Wagner Stewart**  
Address of witness: 161 London Circuit  
**Canberra ACT**

Signature of attorney:

Attorney's name: **Mary Ruth Harris**  
Signing on behalf of: **Canberra Estates Consortium No 24 Pty Limited.**  
Power of attorney-Book: 4631  
-No.: 745

I certify that I am an eligible witness and that an authorised officer of the transferee signed this dealing in my presence. [See note\* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness: **Katharine Hawken**

Name of witness: **KATHARINE HAWKEN**  
Address of witness: **818 PACIFIC HWY**  
**GORDON NSW 2072**

Signature of authorised officer:

Authorised officer's name: **CORRIE SWANEPOEL**  
Authority of officer: **MANAGER**  
Signing on behalf of: **DEVELOPMENT ASSESSMENT SERVICES**

Jennifer Dora 13/10/14 authorised to amend

## Annexure A to Transfer granting Easement

*B* Land burdened: Certificate of title folio 100/1176717 *affecting the whole of the land.*

Parties:

Canberra Estates Consortium Estates No 24 Pty Limited ACN 138 976 637 and Ku-ring-gai Council

Dated: 15.08.2014

### Terms of Transfer Granting Easement

Full and free right for Ku-ring-gai Council its servants, agents, contractors and all persons authorised by Ku-ring-gai Council to go, pass and repass over the whole of the land hereinbefore described as the Servient Tenement at all times with or without vehicles for the purpose of collecting and removing garbage and refuse from the Servient Tenement and for purposes incidental thereto PROVIDED ALWAYS that nothing herein contained shall entitle any person exercising the aforesaid rights to enter any building private open space courtyard except to the extent necessary to gain access to garbage receptacles located therein in positions approved by Ku-ring-gai Council or to drive any motor vehicle onto any part of the Servient Tenement which has not apparently been constructed or provided for the purpose of a carriageway or parking area for vehicles. The rights hereby granted may be exercised by Ku-ring-gai Council its servants, agents and contractors and all persons authorised by Ku-ring-gai Council to enter the Servient Tenement without being liable for damage which may be occasioned to the Servient Tenement or any improvements thereon including any paving, driveways, footpaths, lawns, gardens, fences, walls, buildings or to the property of any person therein or thereon otherwise than by reason of the negligence of Ku-ring-gai Council. Without limiting the generality of and notwithstanding anything hereinbefore contained if any carriageway or parking area and/or the adjacent land supporting the same is damaged by reason of the movement thereon of any vehicle being used in connection with the collection of garbage from the Servient Tenement, neither Ku-ring-gai Council its servants, agents and contractors nor any person authorised by Ku-ring-gai Council shall be liable in respect thereof, Ku-ring-gai Council its servants contractors and agent and all persons authorised by it to exercise the rights hereby granted shall be indemnified and be kept indemnified by the owner of the Servient Tenement its successors and assigns against all actions, suits, causes of action on suits, claims, demands, proceedings, costs, charges, damages or expenses whatsoever which may be brought or made, instituted or claimed against and from them or any of them by the Owner or any occupier of the Servient Tenement or any part thereof or by any other person in respect of any loss or injury sustained or threatened or damages suffered or feared by any such person whilst upon the Servient Tenement for the purpose of collecting garbage from the Servient Tenement or for a purpose incidental thereto except where such loss, injury or damages result from the negligence of Ku-ring-gai Council its servants, contractors, agents or of any person authorised by Ku-ring-gai Council as aforesaid. Nothing herein contained shall oblige Ku-ring-gai Council to have garbage collected from points within the Servient Tenement or shall prevent Ku-ring-gai Council from discontinuing collection of garbage from within the Servient Tenement PROVIDED ALWAYS that if Ku-ring-gai Council discontinues collection of garbage from within the Servient Tenement Ku-ring-gai Council and the Registered Proprietor for the time being of the Servient Tenement shall respectively have the same rights and obligations with regard to the removal of garbage from the Servient Tenement as they would have had if this instrument had not been executed.

*Jennifer Dong 13/10/14  
authorised to amend.*

**Name of Authority empowered to release, vary or modify the Easement:**

Ku-ring-gai Council

A handwritten signature in black ink, consisting of a large initial 'D' followed by several loops and a final vertical stroke, positioned above a horizontal line.

Manager – Development Assessment Services

Ku-ring-gai Council

**EXECUTION**

**Execution by registered proprietor**

Executed by Canberra Estates Consortium No  
24 Pty Limited ACN 138 976 637 by its duly  
constituted attorney, Mary Ruth Harris,  
under power of attorney registered  
Book 4631 No. 745 in the presence of:



Signature of witness

**Kym Elizabeth Wagner Stewart  
161 London Circuit  
Canberra ACT**

Name of witness (printed)



Signature of Mary Ruth Harris


Execution by registered mortgagee

Execution by Australia and New Zealand Banking Group Limited

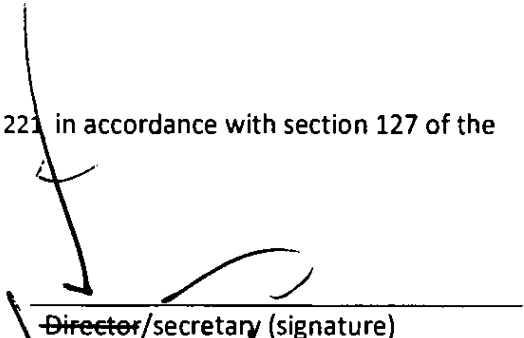
Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 006 357 622 pursuant to the Power of Attorney dated 18 November 2002 and registered in the ~~NEW SOUTH WALES~~ registration number: ~~55014~~ 4376 NO. 410 who certifies she/he is a MANAGER of ANZ and that she/he has not received notice of revocation of that Power of Attorney, in the presence of: ANCUS TRAPPITT AT  
[Signature] STEVE TORIC  
Signature of Attorney Full name of Attorney

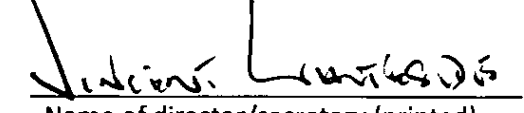
**Execution by registered mortgagee**

Executed by Village No 5 Pty Limited ACN 125 576 221 in accordance with section 127 of the Corporations Act 2001 (Cwth):

X   
\_\_\_\_\_  
Director (signature)

  
\_\_\_\_\_  
Name of director (printed)

  
\_\_\_\_\_  
Director/secretary (signature)

  
\_\_\_\_\_  
Name of director/secretary (printed)

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



R.P. 13A. No. \_\_\_\_\_

New South Wales

**MEMORANDUM OF TRANSFER**

(REAL PROPERTY ACT, 1900.)

RE 27.8.41/1960  
 F. 22.7.70

Lodgment 2/10  
 Endorsement 2/10



3.10  
 17/2/65

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and permanent black non-copying ink.

I, WE ROBERT LESLIE BERESFORD-LYNCH of 8 Sturt Place,  
St. Ives Company Director and NOELA MARY BERESFORD-LYNCH his wife  
 of the same address

(herein called transferor)

If a less 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 THREE THOUSAND SEVEN HUNDRED AND FIFTY POUNDS (£3,750.0.0) (the receipt whereof is hereby acknowledged) paid to us by

CHARLES ANTHONY STOKES HUGHES and MARGARET ANNE STOKES

HUGHES

do hereby transfer to

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

CHARLES ANTHONY STOKES HUGHES of 1246 Pacific Highway Pymble  
Civil Engineer and MARGARET ANNE STOKES HUGHES his wife  
as joint tenants  
 (herein called transferee)

The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number 11) or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands and shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section "and being D.P. ").

Unless authorised by Reg. 53 Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Cumberland	Gordon	Part	7985	85	Being Lot 1 in Deposited Plan No. 512730

From deposited plan and comprised in Part of Title in P.D.L. No. 148

B 59589

6062 RP/IE

6062 RP/IE



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."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, or a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—  
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.  
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioners' Office in Singapore or of Secretary at the Australian Military General in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), 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.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.  
To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at Sydney the 11th day of February 1965.  
Signed in my presence by the transferor  
WHO IS PERSONALLY KNOWN TO ME  
*[Signature]*  
*[Signature]*  
Chadwood.

*[Signature]*  
*[Signature]*  
Transferor.\*

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

Signed in my presence by the transferees  
are  
WHO IS PERSONALLY KNOWN TO ME  
*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*  
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.  
(To be signed at the time of executing the within instrument.)

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
Signed in the presence of— \_\_\_\_\_

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.<sup>†</sup>

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

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

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

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

LODGED BY Walter Sickenant Co.

**JN910287**

<p style="text-align: center;"><b>FEE'S.</b></p> <p>The Fees, which are payable on lodgment, are as follows:—</p> <p>(a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.</p> <p>(b) A supplementary charge of £1 is made in each of the following:—</p> <p>(i) Where a restrictive covenant is imposed; or</p> <p>(ii) A new easement is created; or</p> <p>(iii) A partial discharge of mortgage is endorsed on the transfer.</p>	<p style="text-align: center;"><b>DOCUMENTS LODGED HEREWITH.</b></p> <p style="text-align: center;">To be filled in by person lodging dealing.</p> <table style="width:100%; border-collapse: collapse;"> <tr><td style="border-bottom: 1px solid black; width: 80%;">1</td><td rowspan="6" style="font-size: 2em; vertical-align: middle;">}</td><td rowspan="2" style="padding-left: 10px;">Received Docs. Nos.</td></tr> <tr><td style="border-bottom: 1px solid black;">2</td></tr> <tr><td style="border-bottom: 1px solid black;">3</td><td rowspan="4" style="padding-left: 10px;">Receiving Clerk.</td></tr> <tr><td style="border-bottom: 1px solid black;">4</td></tr> <tr><td style="border-bottom: 1px solid black;">5</td></tr> <tr><td style="border-bottom: 1px solid black;">6</td></tr> </table>	1	}	Received Docs. Nos.	2	3	Receiving Clerk.	4	5	6
1	}	Received Docs. Nos.								
2										
3		Receiving Clerk.								
4										
5										
6										

**PARTIAL DISCHARGE OF MORTGAGE.**  
 (N.B.—Before execution read marginal note.)

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

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

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	<p style="text-align: center;"><b>MEMORANDUM OF TRANSFER</b></p> <p style="text-align: center;"><i>Subject to Documents.</i></p>
Checked by	<p>Particulars entered in Register Book.</p>
Passed (in S.D.B.) by	<p>on <u>8-3-1965</u></p>
Signed by	<p>at <u>11 o'clock</u></p> <p style="text-align: center;"><i>Jawitson</i></p> <p style="text-align: center;">Registrar-General.</p>

**PROGRESS RECORD.**

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

Form: 13PC  
 Licence: 06-09-753  
 Licensee: Softdocs  
 Matthews Folbigg Pty Limited

**POSITIVE COVENANT**  
 New South Wales  
 Section 88E(3) Conveyancing Act 1919



**AI963059P**

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Form for the establishment and maintenance of the Real Property Act Register. Section 5 any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

100/1176717

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
307V	Acc. No. 123198L Matthews Folbigg Pty Limited DX 8233 PARRAMATTA Tel: 9635 7966 Reference (optional): JBB:130274	PC

(C) REGISTERED PROPRIETOR

Of the above land  
 CANBERRA ESTATES CONSORTIUM NO 24 PTY LIMITED (ACN 138 976 637)

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of instrument	Name
Mortgage	AF554383 AF554384 and AF821370	Australia and New Zealand Banking Group Limited
Mortgage	AI384661	Village No 5 Pty Limited

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919  
 KU-RING-GAI COUNCIL

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

DATE 13 / 10 / 2014

(G) EXECUTION BY THE PRESCRIBED AUTHORITY

I certify I am an eligible witness and that an authorised officer of the prescribed authority signed this application in my presence. [See note\* below]

Signature of witness: *[Signature]*  
 Name of witness: DAWN TAYLOR  
 Address of witness: 818 PACIFIC HIGHWAY, GORDON

Signature of an authorised officer: *[Signature]*  
 Name of authorised officer: ~~JOHN MARSH~~ MICHAEL MROVIC  
 Position of authorised officer: General Manager  
*[Signature]*

(G) EXECUTION BY THE REGISTERED PROPRIETOR

I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence. [See note\* below]

Signature of witness:

Signature of registered proprietor: SEE ANNEXURE "B"

Name of witness:  
 Address of witness:

(H)

The \_\_\_\_\_ under \_\_\_\_\_ No. \_\_\_\_\_ agrees to be bound by this positive covenant. I certify I am an eligible witness and that the \_\_\_\_\_ signed this application in my presence. [See note\* below]

Signature of witness: SEE ANNEXURE "B"  
 Name of witness:  
 Address of witness:

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

**This is the annexure "A" to the Positive Covenant imposed by Ku-ring-gai Council upon the land described in Certificate of Title 100/1176717 dated the 13 day of OCTOBER 2014**

---

### Terms of Positive Covenant

1. The proprietor of the burdened lot covenants with the Council in respect of any Warning Signs (as later defined) erected on the burdened lot to:
  - (a) maintain, repair and replace the Warning Signs without delay following damage or deterioration of such signs;
  - (b) install additional Warning Signs if required by the Council to ensure that at least one such sign is visible from the adjacent Council car park and the common boundary fence of the Council car park and the burdened lot;
  - (c) maintain wording being "Distressed ground anchors in road reserve Contact Village Building Co 6241 6844"
  - (d) update the Warning Signs in the event of any change to the contact number building owner or the Building Manager;
  - (e) comply with the terms of any written notice issued by the Council in respect of the requirements of this Positive Covenant within the time stated in the notice;
  - (f) permit the Council to enter upon the burdened lot or any part of it with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency);
    - to view the state of repair of the Warning Signs;
    - to ascertain whether or not there has been any breach of the terms of this Positive Covenant;
    - to execute works on the burdened lot for compliance with the requirements of this Positive Covenant;
  - (g) indemnify and keep indemnified the Council from and against all claims, demands, actions, suits, causes of action, sums of money, compensation, damages, costs and expenses which the Council or any other person may suffer as a result of any malfunction or non-operation of the Warning Signs or any failure of the proprietor to comply with the terms of the Positive Covenant.
2. The Council shall have the following additional powers:
  - (a) In the event that the proprietor fails to comply with the terms of any written notice issued by the Council as set out above or in the event of an emergency, the Council or its authorised agent may enter the burdened lot with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency) and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in Part 1(e) above or to alleviate the emergency.

- (b) The Council may recover from the proprietor as a liquidated debt in a court of competent jurisdiction;
- any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof,
  - 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(4) of the Conveyancing Act, 1919 or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

In this Positive Covenant unless inconsistent with the context,

**"Building Manager"** means the original proprietor of the strata scheme referred to in the definition of "burdened lot" or any strata manager appointed by the owners corporation of such scheme but if there is no such strata manager then the chairman of the executive committee of such strata scheme.


**"Burdened lot"** in the event of the registration of a strata scheme in respect of the residential unit development on the land fronting Mona Vale Road St Ives with a common boundary with Lot 12 DP29167 shall mean the land comprising the common property of such strata scheme.

**"Council"** means the Ku-ring-gai Council or its successor.

**"Prescribed Authority"** means the Council.


**"Proprietor"** means the registered proprietor of the burdened lot from time to time and where there are two or more registered proprietors of the burdened lot the terms of this Positive Covenant shall bind all those registered proprietors jointly and severally provided that if the burdened lot is subdivided by means of a strata subdivision then the Proprietor shall mean the Owners Corporation of the common property of the strata scheme contiguous to Lot 12 DP29167 and Mona Vale Road St Ives to the intent that this positive covenant shall not burden the land in strata schemes intended to be registered in respect of Lots 47, 48 and 94 in the plans attached to development application DA0126/14 lodged with the Council.

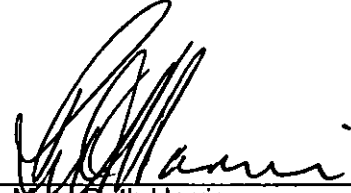
**"Warning Signs"** means in relation to the burdened lot the signs placed on the building stating that de-stressed rock anchors remain in the public road. The signs are to be at least 500mm x 300mm with lettering on the signs no less than 40mm high, and include the contact number of the building manager. The signs are to be at not more than 60m spacing.

  
A General Manager  
Ku-ring-gai Council

This is the annexure "B" to the Positive Covenant Imposed by Ku-ring-gal Council upon the land described in Certificate of Title 100/1176717 dated the 13 day of OCTOBER 2014

EXECUTED by CANBERRA ESTATES CONSORTIUM NO 24 PTY LIMITED (ACN 138 976 637) by its attorney Mary Ruth Harris pursuant to registered Power of Attorney Bk 4631 No 745 of which she has no notice of revocation

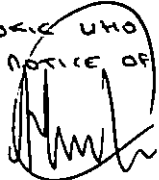
Signature of Witness 


  
Mary Ruth Harris

Kym Elizabeth Wagner Stewart  
161 London Circuit  
Name of Witness Canberra ACT

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED Mortgagee under Mortgages AF 554383, AF554384 and AF821370 agrees to be bound by this Positive Covenant.

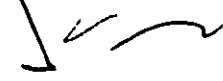
EXECUTED FOR AND ON BEHALF OF AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ABN 11 005 357 522 PURSUANT TO THE POWER OF ATTORNEY DATED 13 NOVEMBER 2002 AND REGISTERED IN NEW SOUTH WALES REGISTRATION NUMBER BOOK 4376 NO. 410 BY STEVE TORIC WHO CERTIFIES THAT HE IS A MANAGER AND HAS NOT RECEIVED NOTICE OF REVOCATION TO THIS POWER OF ATTORNEY



Signed by witness   
Name of witness ANGUS TRAPPITT

VILLAGE NO 5 PTY LIMITED (ACN 125 576 221) Mortgagee under Mortgage A1384661 agrees to be bound by this Positive Covenant

EXECUTED by VILLAGE NO 5 PTY LIMITED (ACN 125 576 221) in accordance with the requirements of section 127(1) of the Corporations Act 2001 by:

  
Signature  
Name of Director VINCENT LATTIN

  
Signature  
Name of Director MICHAEL DE SIMONE

Form: 15CH  
Release: 2.1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AP16083C

**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/~~SP92041~~ 90543

(B) **LOGGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any WESTSIDE STRATA P O BOX 241 FAIRFIELD NSW 1860	CODE  <b>CH</b>
	Reference: <u>FRANCK VIGOUROUX 02 9791 9933</u>	

(C) The Owners-Strata Plan No. ~~92041~~ 90543 certify that a special resolution was passed on 17/12/2018

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

(E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. BY-LAW 38 + 39  
Amended by-law No. NOT APPLICABLE

as fully set out below:

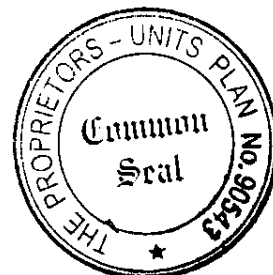
- BY-LAW 38 - REAL ESTATE SIGNS
- BY-LAW 39 - ABSOLUTION OF MAINTENANCE

(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 NIL.

(G) The seal of The Owners-Strata Plan No. ~~92041~~ 90543 was affixed on 11/1/2019 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: *[Signature]*  
Name: SAMUEL VIGOUROUX  
Authority: STRATA MANAGER

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Authority: \_\_\_\_\_



**SP90543**

BYLAWS

**SP90543**

ROSEDALE - 212-216 Mona Vale Road, St Ives 2075



# SP90543

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**SP90543**

## **SECTION ONE - INTRODUCTION**

### **BY-LAW 1 BUILDING DESCRIPTION**

#### **1.1 Complex**

The Complex to which these By-laws applies:

- (a) is subject to the provisions of the Management Act; and
- (b) is the subject of a staged strata scheme under Part 2 Division 2A of the Development Act comprising the following stages:
  - (i) Building A in Stage One comprising the following Lots in the Strata Plan:
    - (A) Lots 1 to 46 (inclusive) being Residential Lots;
    - (B) Lot 47 being a development lot the subject of Stage Two; and
    - (C) Lot 48 being a development lot the subject of Stage Three.
  - (ii) Building B in Stage Two comprising Lots 49 to 94 (inclusive) in a Strata Plan of Subdivision of Lot 47.
  - (iii) Building C in Stage Three comprising Lots 95 to 127 (inclusive) in a Strata Plan of Subdivision of Lot 48.

#### **1.2 Building subject of a Strata Scheme**

The Building to which these By-laws applies:

- (a) is subject to the provisions of the Management Act;
- (b) is the subject of a Strata Scheme registered under the Development Act; and
- (c) contains Residential Lots.

### **BY-LAW 2 EXCLUSIVE USE BY-LAWS**

#### **2.1 Which are the Exclusive Use By-laws**

Sections 10 and 11 deal with Exclusive Use By-laws.

#### **2.2 What Exclusive Use By-laws do**

- (a) An Owner who has the benefit of an Exclusive Use By-law may allow the Occupier of their Lot to exercise the rights of the Owner under the Exclusive Use By-law. The Owner remains responsible to the Owners Corporation in connection with compliance with the Exclusive Use By-Law.
- (b) An Exclusive Use By-law, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of that Lot
- (c) The party or parties having the benefit of an Exclusive Use By-law in connection with an Exclusive Use Area which is the subject of an Easement must permit the Benefited Party to exercise their rights under the Easement

# SP90543

- (d) The consent of the Owner having the benefit of an Exclusive Use By-law must be obtained to the creation of an Easement after the date of registration of any by-law which affects or relates to the Exclusive Use area the subject of the Exclusive Use By-law, which consent must not be unreasonably withheld if the proposed Easement does not impact adversely on the rights under the relevant Exclusive Use By-law

## **BY-LAW 3 CONSENT**

### **3.1 Consent of the Owners Corporation**

Where a by-law requires the consent of the Owners Corporation to a particular activity, unless stated otherwise in that by-law or unless the activity is a restricted matter, the consent may be given by either;

- (a) the Owners Corporation in general meeting; or
- (b) the Executive Committee at a duly convened meeting of the Executive Committee.

### **3.2 Consent of the Owners Corporation may be revoked or withheld**

Consent given by the Owners Corporation under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 3.4, may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.

### **3.3 Consent by the Executive Committee may be revoked or withheld**

Consent given by the Executive Committee under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 3.4, may be granted or withheld in the absolute discretion of the Executive Committee or be given conditionally.

### **3.4 Consent not to be withheld if approved by a Rule or Code**

Neither the Owners Corporation nor the Executive Committee may withhold its consent to an application by an Owner for consent to an activity which is an activity or in a class of activities approved by a Rule or Code.

### **3.5 Consent conditions**

Owners must comply with all conditions in consent.

### **3.6 Building Manager**

The Owners Corporation may engage the services of a Building Manager to assist it in carrying out some of its rights, duties and obligations in the By-laws.

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## BY-LAW 4 REPORTING

### 4.1 Obligations of Owners

Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by-law:

- (a) if the Owners Corporation has appointed a Building Manager, that act or activity must be reported to the appointed Building Manager; and
- (b) if the Owners Corporation has not appointed a Building Manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Executive Committee.

## BY-LAW 5 MEANING OF OWNER

### 5.1 Owner

When used in a by-law, Owner includes Occupier unless the by-law expressly states otherwise or direct reference is made to the "Occupier".

## SECTION TWO – USE OF COMMON PROPERTY

## BY-LAW 6 BEHAVIOUR AND RESPONSIBILITY ON COMMON PROPERTY

### 6.1 General obligations

- (a) Owners must be adequately clothed when on Common Property.
- (b) Owners must not to break a Law when on Common Property.
- (c) Owners must ensure their children and the children of their Invitees:
  - (i) are accompanied by a responsible adult if they are playing within the bounds of Common Property; and
  - (ii) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.
- (d) Owners must ensure their Invitees:
  - (i) are not left to remain on Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;
  - (ii) comply with the By-laws; and
  - (iii) are removed from the Building upon refusing to comply with the By-laws.

### 6.2 Prohibited behaviour

Owners must not:

- (a) make noise or behave in a way likely to interfere with another Owner's peaceful enjoyment of their

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Lot or Common Property;

- (b) use language or behave in a manner likely to cause offence or embarrassment to the another Owner or to any person lawfully using Common Property;
- (c) obstruct the lawful use of Common Property by any person;
- (d) smoke while on Common Property or allow smoke to emit from their Lot;
- (e) bring or permit to be brought, a heavy article which might cause structural damage to the Building;
- (f) do anything to damage or deface Common Property;
- (g) interfere with personal property vested in the Owners Corporation;
- (h) damage any plant, tree or garden situated within Common Property;
- (i) use a garden, a plant or tree situated within Common Property for their own purpose;
- (j) place or hang laundry on Common Property otherwise than in that part of the Common Property designated for drying;
- (k) place or hang an item on Common Property otherwise than in that part of the Common Property designated for drying;
- (l) attach or install a satellite dish to Common Property or a Lot visible from outside the Lot;
- (m) Park or stand a Vehicle on Common Property unless doing so is permitted by the By-laws;
- (n) use or interfere with fire safety Equipment except in the case of an emergency and must not obstruct fire stairs or fire escapes;
- (o) interfere with the operation of Equipment installed on Common Property;
- (p) modify existing Equipment attached to Common Property (whether or not such Equipment is contained wholly within their Lot);
- (q) interfere with Common Property or remove an item from Common Property placed there by direction or authority of the Owners Corporation;
- (r) attach or install any item on the roof of the Building; or
- (s) use the roof of the Building for any purpose or use the access hatch located on level 4 for any purpose.

## 6.3 Easements

Owners must not do anything to prevent, hinder or delay a Benefited Party from carrying out its rights, duties or obligations under an Easement.

## 6.4 Duty to notify defects to the Owners Corporation

Owners must inform the Owners Corporation of any defect they become aware of on Common Property or any property vested in the Owners Corporation.

## 6.5 Maintenance of installations

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Notwithstanding section 62 of the Management Act, Owners must maintain and keep in a state of good repair or in such a state as reasonably required by the Owners Corporation, an installation that services their Lot to which the consent of the Owners Corporation have been given under the By-laws.

## BY-LAW 7 CAR WASH BAY

### 7.1 Use of Car Wash Bay

- (a) Owners may only use the Car Wash Bay for the washing and cleaning of motor cars, motor cycles and bicycles.
- (b) Owners;
  - (i) must not park or stand a Vehicle in the Car Wash Bay for an extended or prolonged period;
  - (ii) must not permit their Invitees to park or stand a Vehicle in the Car Wash Bay;
  - (iii) must comply with the directions of the Owners Corporation in connection with access to and use of the Car Wash Bay; and
  - (iv) must comply with all Rules and Codes relating to the car wash bay

## BY-LAW 8 SECURITY AND SECURITY KEYS

### 8.1 Rights, duties and obligations of the Owners Corporation

- (a) The Owners Corporation is responsible for issuing, the programming, the coding and re-coding Security Keys.
- (b) Owners must return their Security Keys to the Owners Corporation for re-coding within 48 hours of being requested to do so.
- (c) The Owners Corporation may charge an Owner a fee for
  - (i) A security key (whether it is a new security key, an additional security key or a replacement security key); and
  - (ii) Coding or re-coding of a security key
- (d) The Owners Corporation may restrict the number of Security Keys it makes available to an Owner.
- (e) The Owners Corporation may activate or de-activate Security Keys to coincide with the movement of Owners as they occupy or vacate Lots.
- (f) The Owners Corporation may require Owners to provide a bond before:
  - (i) issuing a Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and
  - (ii) coding or re-coding of a Security Key.
- (g) The Owners Corporation may apply all or part of the bond to remedy a breach by by-law. Such an application by the Owners Corporation is without prejudice to any other right or remedy of the Owners Corporation.
- (h) Provided the Owners Corporation is satisfied there has not been a breach of this by-law by an Owner if there has been a breach, that breach has been rectified, the Owners Corporation must refund the bond to the party who provided it within 7 days of the Owner satisfying its obligations in this by-law

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## 8.2 Obligations of Owners

- (a) Owners must not:
  - (i) do or permit anything which may prejudice the security or safety of the Building; or
  - (ii) duplicate, or permit to be duplicated, a Security Key and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or to the Owners Corporation.
- (b) Owners must;
  - (i) close all security doors and gates when they pass through them;
  - (ii) exercise great care in making a Security Key available for users of their Lot;
  - (iii) when vacating a Lot, return of all Security Keys to the Owners Corporation; and
  - (iv) promptly notify the Owners Corporation if a Security Key is lost or destroyed.

## 8.3 Access

- (a) If it considers it necessary, the Owners Corporation may:
  - (i) close off or restrict by means of a Security Key, access to any part of Common Property not required for access to a Lot, on either a temporary or permanent basis;
  - (ii) exclude access to any part of Common Property as a means of monitoring the security of the Building; and
  - (iii) restrict by means of a Security Key, access from one level of the Building to any other level
- (c) If the Owners Corporation restricts access under this by-law, the Owners Corporation may make available to Owners free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.

## 8.3 Agreement with a third party

The Owners Corporation has the power to make agreements with the Building Manager or other parties to manage the Security Key system for a charge, and if it does, Owners must deal with that party and pay the fee or bond that party may charge for Security Keys.

## BY-LAW 9 MOVING AND DELIVERING

### 9.1 Moving and delivering Goods

Owners must not transport, or permit or cause to be transported, Goods on Common Property except in compliance with this by-law.

### 9.2 Conditions

- (a) Prior to transporting Goods on Common Property, Owners:

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- (i) must give the Owners Corporation not less than 48 hours notice of the date and time the Goods will be transported; and
  - (ii) if the Owner has engaged a removalist, if requested by the Owners Corporation must give the Owners Corporation satisfactory evidence of suitable public liability or contractors all risk insurance held by the removalist for the benefit and protection of the Owners Corporation.
- (b) Notices to the Owners Corporation:
- (i) must be given not less than 48 hours before the day of transportation;
  - (ii) if the day of transportation is a Saturday or Sunday, must be given no later than 12 noon on the immediately preceding Friday;
  - (iii) must identify the approximate quantity of the Goods; and
  - (iv) must include details of the removalist (name, telephone number, mobile number, address, email address and contact name).
- (c) Owners may only transport Goods on Common Property at the times and in accordance with the directions of the Owners Corporation.
- (d) Owners may only transport Goods in a lift if the lift has a lift protector or blanket.
- (e) Owners must ensure they and their Removalist comply with all Rules and Codes in connection with transporting Goods on Common Property.
- (f) Owners must ensure neither they nor their Removalist:
- (i) obstructs Common Property when transporting Goods; or
  - (ii) interferes with the peaceful enjoyment of Common Property by another Owner.
- (g) Owners must supervise their Removalist in order to ensure no damage is caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting Goods
- (h) Owners at their own expense:
- (i) must immediately rectify any damage caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting Goods;
  - (ii) must remove debris or other material left on common property as a result of transporting goods: and
  - (iii) must clean any part of common property which requires cleaning as a consequence of transporting goods

### **BY-LAW 10      ACCESS TO COMMON PROPERTY BY SERVICE PROVIDERS**

#### **10.1      Obligations of the owners Corporation**

The Owners Corporation must put in place arrangements to allow access to the building by service providers

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## SECTION THREE – USE OF LOTS

### BY-LAW 11 OCCUPATION AND USE OF LOTS

#### 11.1 General

- (a) Owners must:
  - (i) keep their Lot clean, tidy and in good repair; and
  - (ii) comply with all Laws affecting their Lot.
- (b) Owners must not:
  - (i) store or use chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot;
  - (ii) use, occupy or allow their Lot to be used or occupied for:
    - (A) an unlawful purpose; or
    - (B) purpose that may affect, lessen or damage the reputation of the building
  - (iii) cause annoyance, disturbance or nuisance to other Owners;
  - (iv) break a Law whilst on their Lot;
  - (v) place or hang laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot;
  - (vi) keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building;
  - (vii) operate or allow to operate a device or electronic Equipment on their Lot which interferes with a domestic appliance lawfully in use in the Building or another Lot;
  - (viii) place on, attach to or hang from their Lot or Common Property an aerial, a security device or wires; or
  - (ix) install or operate an intruder alarm in their Lot which emits a continuous audible signal when not activated.

#### 11.2 Floor coverings

Owners must keep the floor space within their Lot covered or treated to prevent the transmission of noise which is likely to disturb the peaceful enjoyment of another Lot (kitchens, bathrooms and laundries excluded).

#### 11.3 Window coverings

- (a) Owners must ensure the window treatment of their Lot (such as curtains, blinds, shutters and louvres) is either white, off white or cream (white, off white or cream lining curtain linings are an acceptable method of achieving this) or a colour approved by the Owners Corporation.
- (b) Owners must not attach, erect, install or fix vertical blinds in their Lot which are visible from outside their Lot.

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- (c) Owners must not tint the windows or glass doors of their Lot with mirror reflective tint.
- (d) Owners must not without the consent of the owners Corporation;
  - (i) tint the windows or glass doors of their Lot with any type of tint;
  - (ii) attach, erect, install or fix a window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades or sun blinds); or
  - (iii) attach, erect, install or fix bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors of their Lot which are visible from outside the Lot (this by-law does not apply to items attached at the date of registration of the **Strata Plan**).

### 11.4 Cleaning Windows

- (a) Owners must keep clean all interior and exterior surfaces of glass in windows and doors on the boundary of their lot, including glass on common property, unless
  - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
  - (ii) that glass or part of glass cannot be accessed by the Owner safely or at all.
- (b) The Owners Corporation may decide:
  - (i) to keep clean that part of Common Property which is the glass surface of a window or door on the boundary of a Lot; or
  - (ii) not to keep clean that part of the Common Property which is the glass surface of a window or door on the boundary of a Lot.

### 11.5 Balconies

- (a) Owners must:
  - (i) keep the balconies of their Lot clean, tidy and in good repair; and
  - (ii) ensure those parts of the balcony rails, door frames, window frames and louvers (whether fixed or otherwise) on the boundary of their Lot which are Common Property are cleaned on a regular basis to prevent corrosion, rusting and weathering.
- (b) Owners must not place an item on the balcony of their Lot which is;
  - (i) fixed;
  - (ii) inconsistent with use as a balcony;
  - (iii) inconsistent with the aesthetics of the Building;
  - (iv) dangerous; or
  - (v) likely to cause damage to Common Property or another Lot.
- (c) Owners must not:
  - (i) place or hang laundry, towels, rugs, bedding or any other similar item on the balcony of their Lot;

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- (ii) if the internal area of the balcony is visible from outside the Lot, use the balcony of their Lot for storage purposes;
  - (iii) place or keep furniture. Equipment or plants, pots or landscaping items which, in the opinion of the Owners Corporation, is inconsistent with the aesthetics of the Building;
  - (iv) install or place a planter box on the balcony of their Lot;
  - (v) allow water to escape from the balcony of their Lot;
  - (vi) install or replace an automatic sprinkler system on the balcony of their Lot;
  - (vii) install any taps or hoses on the balcony of their Lot; or
  - (viii) use any hoses on the balcony of their Lot.
- (d) For the purposes of the By-laws, balconies include terraces, courtyards, patios, enclosed balconies, enclosed sun rooms and other similar areas comprising part of the Lot.

### 11.6 Barbeques

Owners must not:

- (a) place or operate a barbeque on the balcony of their Lot unless:
  - (i) it has a cover; and
  - (ii) it is a barbeque approved by, or of a type approved by, the Owners Corporation; or
- (b) permit smoke or odour to emit from a barbeque on their Lot which causes or is likely to cause a nuisance to other Owners.

### 11.7 Car Space

- (a) Owners may only use their Car Space for parking motor cars, motor bicycles and bicycles. No other Vehicles may be parked in a Car Space. Subject to the provisions of this by-law. Car Spaces may not be used for any other purpose.
- (b) Owners must keep their Car Space clean and free from grease.
- (c) If Owners want to use their Car Space for storage purposes by installing an over the bonnet storage unit, then the unit must be of a model and size approved by the Owners Corporation.
- (d) Owners and Occupiers must not enclose their Car Space.
- (e) Only registered and roadworthy motor cars, motor cycles and bicycles may park in a Car Space.

### 11.8 Storage Space

Owners:

- (a) must keep their Storage Space clean and tidy;
- (b) must keep clear the fire sprinklers and any grille associated with an adjoining plant room, in their Storage Space;
- (c) must not store commercial, dangerous or inflammable material in their Storage Space; and
- (d) may only use their Storage Space for storage purposes associated with the use of their Lot and for no other purpose.

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## 11.9 Commercial operations

- (a) The Owners Corporation must be notified by an Owner:
  - (i) Who is carrying out or intends to carry out: or
  - (ii) who permits or intends to permit any person to carry out, commercial operations from their Lot.
- (b) The Owners Corporation must be notified by the Owner of a Lot if there is any change in the use of the Lot.
- (c) On request by the Owners Corporation, each Owner must give the Owners Corporation a copy of the consents (including Development Consents) it holds in connection with commercial activities being operated on their Lot.

## BY-LAW 12 ACCESS THROUGH LOTS

### 12.1 Owners Corporation may have access

The Owners Corporation, by its agents, employees and contractors, with or without tools and materials, may enter, have access to and go through a Lot or any part of a Lot for the purposes of:

- (a) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;
- (b) carrying out work required to be carried out by the Owners Corporation by a notice served on it by an Authority;
- (c) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act;
- (d) carrying out work required to be carried out by the Owners Corporation in accordance with its rights, duties and obligations in the By-laws;
- (e) carrying out work to the basement services, gardens, planter boxes and landscaped areas in Common Property adjacent to or near the Lot; and
- (f) accessing anchor points attached to Common Property adjacent to or near the Lot.

### 12.2 Obligations of Owners

- (a) On receiving not less than 24 hours written notice from the Owners Corporation (except in an emergency where no notice is required), Owners must permit the Owners Corporation together with its agents, employees and contractors, with or without tools or materials, to have access to and go through the Owner's Lot for any purpose specified in by-law 12.1.
- (b) Owners must permit the Owners Corporation to temporarily store necessary Equipment or material on their Lot in order for the Owners Corporation to undertake a right, duty or obligation in this by-law.
- (c) Owners must not obstruct or hinder the Owners Corporation in the exercise of a right, duty or obligation in this by-law.
- (d) If access is required through a Car Space and if requested by the Owners Corporation, the Owner must temporarily move any Vehicle from the Car Space.

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## SECTION FOUR – RIGHTS AND CONDUCT OF THE OWNERS CORPORATION

### BY-LAW 13 RULES AND CODES

#### 13.1 Power of the Owners Corporation to make Rules and Codes

The Owners Corporation may make and register Rules and Codes relating to matters associated with:

- (a) the use and management of the Building;
- (b) the security and control of the Building;
- (c) the manner of treating windows and glass doors of Lots (such as the type and colour of permitted window treatments);
- (d) the type of bars, screens (whether security screens or insect screens), grilles, locks or other safety devices on the interior or exterior of external windows or doors in Lots;
- (e) the appearance of Lots;
- (f) the appearance of the Building;
- (g) the type of furniture and other items which are prohibited from being placed on balconies;
- (h) the type of Signs; and
- (i) any other matter determined by the Owners Corporation.

#### 13.2 Amending or replacing Rules or Codes

- (a) The Owners Corporation may amend or replace a Rule or Code by registering the amendment.
- (b) The Owners Corporation must display a new or amended Rule or Code on the notice board of the Building for at least 7 days, or send a copy to each Owner.
- (c) The Owner must send a copy of a new Rule or Code to the Occupier of their Lot within 7 days of receiving a copy from the Owners Corporation.

#### 13.3 Owners and Occupiers bound

Owners and Occupiers are bound by registered Rules and Codes and must comply with them at all times.

#### 13.4 Breach

Breach of a registered Rule or Code by an Owner, an Occupier or the Owners Corporation will be regarded as, and deemed to be, a breach of the By-laws.

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## BY-LAW 14 PROVISION OF AMENITIES OR SERVICES

### 14.1 Owners Corporation may contract out

The Owners Corporation may determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to Owners including (this list is not exhaustive):

- (a) window cleaning;
- (b) Garbage disposal and recycling services;
- (c) Electricity, water or gas supply
- (d) lift maintenance;
- (e) gardening;
- (f) cleaning; and
- (g) telecommunication services (for example, cable television).

### 14.2 Services fee

If the Owners Corporation makes a resolution referred to in by-law 14.1 to provide an amenity or service to a Lot or to an Owner, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

## BY-LAW 15 NOTICES BY EMAIL

### 15.1 Service of documents on Owners

A document may be served on an Owner by electronic means if the Owner has given the Owners Corporation an email address for the service of notices and the document is sent to that address.

## BY-LAW 16 REMEDY AGAINST OWNER

### 16.1 Rights of Owners Corporation

- (a) The Owners Corporation may do anything on or in connection with a Lot which should have been done by the Owner of the Lot either under the By-laws, Rules or Codes or by Law, but which has not been done, or has not been done properly.
- (b) If by-law 16(a) applies then the Owners Corporation is entitled to:
  - (i) enter and remain on the Lot for as long as it is necessary;
  - (ii) carry out the act or thing; and
  - (iii) recover appropriate costs from the Owner of the Lot.
- (c) The Owners Corporation may recover monies owing to it under this by-law as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this by-law remains unpaid by the Owner, interest on that unpaid amount is payable to the Owners Corporation by the Owner, such interest to be payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

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## SECTION FIVE – RIGHTS AND CONDUCT OF THE OWNERS AND OCCUPIERS

### BY-LAW 17 COMPLAINTS AND APPLICATIONS

#### 17.1 To be in writing

- (a) A complaint or application to the Owners Corporation or the Executive Committee by an Owner must be addressed in writing to the party nominated from time to time by the Owners Corporation to accept that complaint or application.
- (b) If the Owners Corporation has not made a nomination, then complaints and applications must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Executive Committee.

### BY-LAW 18 LEASE OR LICENSE OF LOTS

#### 18.1 Obligations of Owners

Owners:

- (a) must ensure the Occupier of their Lot has a copy of the most recent version of the By-laws, Rules and Codes (including all amendments or changes from time to time);
- (b) must act promptly to comply with any notice the Owner may receive from the Owners Corporation, the Executive Committee, the Managing Agent or the Building Manager regarding the Occupier of the Lot;
- (c) must take all reasonable action available to ensure the Occupier of the Lot complies with the By-Laws, Rules and Codes;
- (d) must take all reasonable action available to ensure the Occupier of their Lot complies with any notice the Occupier receives from the Owners Corporation in connection with the Occupier's use and occupation of the Lot;
- (e) prior to the commencing date of a Rental Agreement in respect of the Lot, must give the Owners Corporation a copy of the front page of the Rental Agreement (commercial terms may be excluded); and
- (f) prior to permitting an Occupier to take possession of the Lot, must give the Owners Corporation full details of the Occupier, the Occupier's contact details (name, telephone number, mobile number, address and email address) and the name and contact details of the rental agent (name, telephone number, mobile number, address, email address and contact name).

#### 18.2 Obligations of Occupiers

Occupiers:

- (a) must comply with the By-laws, Rules and Codes;
- (b) must promptly comply with all notices it receives from the Owners Corporation, the Executive Committee, the Managing Agent or the Building Manager;
- (c) when requested to do so, must give the Owners Corporation a copy of the front page of its Rental Agreement;
- (d) when requested to do so, must promptly give the Owners Corporation, the Occupier's contact details (name, telephone number, mobile number, address and email address); and
- (e) when requested to do so, must promptly give the Owners Corporation the Occupiers photo identification

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## BY-LAW 19 COMPENSATION TO OWNERS CORPORATION

### 19.1 Damage

Owners must compensate the Owners Corporation for any damage to Common Property or any property vested in the Owners Corporation caused by them or their Invitees.

### 19.2 Costs

Owners must reimburse the Owners Corporation for all costs incurred by the Owners Corporation as a result of breach of a by-law, Rule or Code, by them or anyone under their control.

## BY-LAW 20 LAWS AND REQUIREMENTS

### 20.1 Obligations of owners

When on the parcel, occupying their lot, or exercising a right, earning out an obligation or performing functions under these by-laws, Owners must;

- (a) Comply with the requirements of all laws and the requirements of and notices from all authorities
- (b) Obtain and comply with all relevant Development consents;
- (c) Comply with a notice issued to them by the Owners Corporation seeking them or their invitees to comply with, or to desist from breaching
  - (i) Law;
  - (ii) requirement of or notice issued by an Authority; or
  - (iii) a condition in Development consent
- (d) Ensure their invitees;
  - (i) comply with the requirements of all laws and authorities applicable to or to the use of their lot or the building; and
  - (ii) comply with Development consent applicable to or to the use of their lot or the building

## BY-LAW 21 INVITEES

### 21.1 Obligations of Owners

- (a) Owners must take all reasonable steps to ensure their Invitees comply with the By-laws.
- (b) If an Owner cannot comply with by-law 21.1(a), then that Owner must:
  - (i) withdraw their consent to their Invitee being on or remaining on the Parcel; and
  - (ii) request that Invitee immediately leave the Parcel.
- (c) If the By-laws prohibit an Owner from doing a thing, the Owner must not allow or cause their Invitee to do that thing.
- (d) Owners must ensure their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Invitee on the Parcel.

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## BY-LAW 22 KEEPING OF PETS

### 22.1 Pet Register

The Owners Corporation must establish and keep at all times a Pet Register recording all relevant information it has received in connection with pets kept on the Parcel.

### 22.2 Permitted

- (a) Subject to this by-law 22, Owners may keep on their Lot the following pets:
  - (i) up to 2 cats, or up to 2 dogs or one cat and one dog; and
  - (ii) up to 10 fish in a secure and watertight *tank*; and
  - (iii) up to 2 birds in a cage or cages (not being poultry); and
  - (iv) up to 2 reptiles; and
  - (v) an animal being kept on a temporary basis by a WIRES carer.
- (b) A pet permitted under this by-law must be recorded on the Pet Register, including Assistance Animals and Guide Dogs.
- (c) The right to keep a pet on a Lot includes the right to access parts of Common Property for the purposes of taking the pet to and from the Lot.

### 22.3 Notification

Owners who keep or intend to keep a pet on their Lot must give the Owners Corporation the following information for inclusion in the Pet Register:

- (a) for all pets;
  - (i) its species;
  - (ii) its breed;
  - (iii) its name; and
  - (iv) its sex; and
- (b) if the pet is a dog or a cat
  - (i) photograph sufficient to identify it;
  - (ii) its microchip number;
  - (iii) whether it has been spayed or neutered; and
  - (iv) evidence it has been registered with the appropriate Authority.

### 22.4 Prohibited

The following are not permitted to visit or be kept on a Lot or Common Property:

- (a) An animal that does not satisfy the requirements of by-law 22.2 with the exception of Assistance Animals, Guide Dogs and an animal being kept by a WIRES carer on a temporary basis (which animals are permitted notwithstanding non-compliance with by-law 22.2(b));
- (b) A dog that is vicious or aggressive;
- (c) A dog or cat that is not registered with the appropriate authority

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- (d) A dog which is declared dangerous under the *Companion Animals Act 1998 (NSW)*; or
- (e) A dog which the Australian Government prohibits from importation into Australia

### 22.5 Obligations of Owners

In relation to a pet owned or in the care of an Owner or owned or in the care of an Invitee of an Owner, the Owner must:

- (a) clean up all excrement or refuse left upon Common Property by the pet;
- (b) make good, or bear the cost of making good, damage to Common Property by the pet;
- (c) *ensure the pet is under control or otherwise contained when on Common Property*;
- (d) ensure the pet does not cause annoyance, disturbance or nuisance to other Owners;
- (e) ensure the pet does not wander onto another Owner's or onto Common Property;
- (f) ensure the living quarters of the pet are maintained in a manner to prevent odours escaping from the Lot; and
- (g) ensure the pet's waste is treated and disposed of in accordance with the Rules and, without limiting the generality of this by-law, ensure;
  - (i) all waste from the pet is double-bagged or placed in large, strong bags; and
  - (ii) litter is not to be placed in toilets.

### 22.6 Right to keep

Subject only to by-law 22.7, Owners are entitled to keep for the balance of its life, any pet on the Pet Register, notwithstanding anything else to the contrary in the By-laws.

### 22.7 Compliance

- (a) If the Owners Corporation, acting reasonably forms the view;
  - (i) a pet is or has become vicious or aggressive; or
  - (ii) there is a breach of any part of by-law 22.5 on a continuing basis
- (b) An Owner who has received a notice from the Owners Corporation under by-law 22.7(a) must comply with the requirements of the notice within 14 days of receiving it.

## BY-LAW 23 SIGNS

### 23.1 Prohibited

Owners must not attach, erect or exhibit a Sign to or on Common Property or their Lot which is visible from outside their Lot.

### 23.2 Qualification

The provisions of this by-law do not apply to a Sign attached, erected or exhibited:

- (a) on any part of the Building by the Original Owner, a party on behalf of the Original Owner or a party Authorised by the Original Owner;

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- (b) on any part of the Building by the Building Manager or a party on behalf of the Building Manager in connection with a service or duty provided by the Building Manager to the Owners Corporation; or
- (c) on any part of the Building pursuant to the right to do so under an Exclusive Use By-law or Easement.

### **BY-LAW 24 CONDITIONS WHEN CARRYING OUT WORKS**

#### **24.1 Works**

This by-law contains the conditions to be complied with when carrying out Works.

#### **24.2 Conditions**

- (a) When carrying out works an owner must;
  - (i) comply with the requirements of and notices issued pursuant to, all laws and authorities
  - (ii) comply with the requirements of the Building Code of animals
  - (iii) Comply with the reasonable requirements of the Executive Committee and the Owners Corporation and the conditions in any consent from the Executive Committee and the Owners Corporation;
  - (iv) Ensure the works are carried out in a proper and workmanlike manner;
  - (v) Use only qualified and, where appropriate, licensed tradesmen;
  - (vi) Provide the Owners Corporation with copies of all insurances reasonably required by the Owners Corporation including public liability and contractors all risk insurance;
  - (vii) Ensure the works are carried out without undue delay;
  - (viii) Ensure no materials, tools, rubbish or debris are left lying on common property;
  - (ix) Cause as little disturbance as is practicable to other owners;
  - (x) Ensure no damage is done to the service lines or services installed in the building, or if damage is caused, immediately make good that damage
  - (xi) Ensure no damage is caused to common property, or if damaged is caused, immediately make good that damage
  - (xii) Ensure no damage is caused to the property or any other owner, or if damaged is caused, immediately make good that damage; and
  - (xiii) Ensure the works are only carried out within the times permitted by a Development consent or if there is no Development consent within times prescribed by the Owners Corporation
- (b) Owners may not access the roof of the Building for any reason. Tradesmen and contractors, whether engaged by an Owner or the Owners Corporation, must comply with all Rules and direction of the Owners Corporation

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## SECTION SIX – OPERATIONS BY-LAW 25 GARBAGE DISPOSAL

### 25.1 General

- (a) Owners may only dispose of Garbage in the manner contemplated by this by-law.
- (b) Owners must not place or leave Garbage anywhere on Common Property other than in accordance with the By-laws or as directed by the Owners Corporation.
- (c) Owners must:
  - (i) promptly remove Garbage that has spilled on Common Property; and
  - (ii) promptly clean the area on which the Garbage has been spilled.

### 25.2 Non-recyclable Garbage

- (a) Garbage that is non-recyclable material must be:
  - (i) separated from Garbage that is recyclable;
  - (ii) prepared and separated in accordance with applicable recycling guidelines for the Building (prepared by the Owners Corporation, the Council or a relevant Authority); and
  - (iii) securely wrapped in small parcels (tins or other containers must be completely drained before being wrapped).
- (b) Garbage that is non-recyclable material must be placed in the relevant receptacles located in the Garbage Room,

### 25.3 Recyclable Garbage

- (a) Garbage that is recyclable material must be:
  - (i) separated from Garbage that is non-recyclable;
  - (ii) prepared and separated in accordance with applicable recycling guidelines for the Building (prepared by the Owners Corporation, the Council or a relevant Authority); and
  - (iii) in the case of bottles, completely drained.
- (b) Garbage that is recyclable material must be placed in the relevant receptacles located in the Garbage Room.

## SECTION SEVEN – INSURANCES

### BY-LAW 26 INSURANCE PREMIUMS

#### 26.1 Obligations of Owners

- (a) Unless there is prior, written consent of the Owners Corporation and Owners may not do or permit anything, which may invalidate, suspend or increase the premium for an insurance policy affected by the Owners Corporation.
- (b) Owners must immediately notify the Owners Corporation of any activity carried out, intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.

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## 26.2 Owner liable

- (a) Consent under by-law 26.1(a) allows the Owners Corporation to require an Owner to reimburse the Owners Corporation for the higher premiums
- (b) Owners are responsible to pay the amount by which an insurance premium may increase as a result of an activity being carried out on that Owner's Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

## SECTION EIGHT – BUILDING WORKS

### BY-LAW 27 BUILDING WORKS

#### 27.1 Procedures

- (a) Owners must not;
  - (i) carry out or commence to carry out Minor Building Works; or
  - (ii) carry out or commence to carry out Major Building Works, without following the procedures in this by-law and by-laws 28, 29 and 30.
- (b) For the avoidance of doubt, works of any kind by an Owner to the Parcel are either Minor Building Works or Major Building Works. If there is any doubt or dispute as to the nature of the works, they are to be treated as Major Building Works.

#### 27.2 Occupiers

- (a) Reference in this Section to "Owner" of a Lot does not include the Occupier of the Lot.
- (b) Occupiers are not permitted to, and must not; carry out Minor Building Works or Major Building Works of any kind.

#### 27.3 Qualification

The provisions of this by-law do not apply to:

- (a) Building Works carried out by or on behalf of the Original Owner; or
- (b) Building Works carried out pursuant to the right to do so under an Exclusive Use By-law.

### BY-LAW 28 MINOR BUILDING WORKS

#### 28.1 Qualification

The provisions of this by-law do not apply to Minor Building Works which are minor penetrations into Common Property (such as fixing nails or hooks).

#### 28.2 Pre-conditions to commencing Minor Building Works

Minor Building Works must not be carried out or commenced unless:

- (a) the Executive Committee has been given the following written information in connection with the works at least 14 days prior to commencing the works:
  - (i) details of the nature of the works;
  - (ii) details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)); and

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- (iii) details of the proposed commencing date and completion date of the works;
- (b) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies given to the Executive Committee;
- (c) all relevant insurances (if applicable) (including but not limited to public liability and contractors all risk policy) are in place and copies of the policy and a certificate of currency given to the Executive Committee; and
- (d) all reports reasonably required by the Executive Committee (such as by example only acoustic and engineering reports) have been provided to the Executive Committee.

## BY-LAW 29 MAJOR BUILDING WORKS

### 29.1 Pre-conditions to carry out Major Building Works

Major Building Works must not be carried out or commenced to be carried out unless:

- (a) the special resolution referred to in by-law 29.2(k) has been passed by the Owners Corporation in general meeting;
- (b) if relevant, the by-law contemplated by by-law 29.2(l)(i) has been passed and registered;
- (c) if relevant, the consent contemplated by by-law 29.2(l)(ii) has been given; and
- (d) the conditions in this by-law are satisfied.

### 29.2 Application to the Owners Corporation

An Owner wishing to carry out Major Building Works must make an application in writing to the Owners Corporation which application must include the following:

- (a) Any fee prescribed by the Owners Corporation
- (b) General description of the proposed works;
- (c) Detailed plans and specifications for the works;
- (d) Copy of any signed contract;
- (e) Information on the proposed water usage and information as to whether a separate water metre or sub-metre is proposed;
- (f) A report from a properly qualified Engineer concerning the impact of the works on the structural integrity of the building;
- (g) If relevant information on the type, make and size of machinery the subject of the works (including details of manufacturers and suppliers);
- (h) Copies of any reports reasonably required by the Owners Corporation;
- (i) Information on all approvals, consents and permits required in connection with the works;
- (j) Copies of all approvals, consents and permits obtained in connection with the works;
- (k) Draft of the special resolution sought by the Owners authorising the carrying out of the works;
- (l) If the ongoing maintenance of the common property affected by the works is to be the responsibility of the owner

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- (i) a draft of the by-laws to that effect
- (ii) the owner's written consent to the making of the by-law; and
- (iii) any fee prescribed by the Owners Corporation for the purposes of making the by-law

## 29.3 Pre-conditions to commencing Major Building Works

The Owner to whom consent has been given must not commence to carry out the Major Building Works unless:

- (a) if the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner, the by-law referred to in by-law 29.2(l)(i) has been registered;
- (b) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
- (c) all relevant insurances (if applicable) are in place and copies of the policy and the certificate of currency provided to the Owners Corporation;
- (d) the bond (if any) required by the Owners Corporation, has been paid to the Owners Corporation;
- (e) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the works;
- (f) the Owners Corporation has been given details of the builder/contractor carrying out the works (and point of contact (including name and telephone number));
- (g) any fee required by the Owners Corporation in connection with the works has been paid;
- (h) the Owner has paid all reasonable fees requested by the Owners Corporation in connection with:
  - (i) reviewing the proposal (including legal and consultant's fees);
  - (ii) fees for convening any relevant meeting (including the strata manager's fees); and
  - (iii) registration fees for the by-law.

## BY-LAW 30 GENERAL

### 30.1 Access to Common Property

The Owner to whom consent has been granted to carry out Building Works is authorised access to all parts of Common Property necessary to carry out the Building Works for such reasonable time as may be necessary to carry out the Building Works (or for such time as permitted in a consent to the Building Works from the Owners Corporation).

### 30.2 Bond

In processing an application for Major Building Works, the Owners Corporation may require the payment bond:

- (a) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works;
- (b) to be applied by the Owners Corporation towards rectification of possible damage to Common Property as a result of carrying out the Major Building Works; or
- (c) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights, duties or obligations in connection with the Major Building

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Works.

## **30.3 Completion of Building Works**

On completion of the Building Works, the Owner who has carried out the Building Works must:

- (a) ensure all rubbish and debris caused by the Building Works is removed from the Building and environs;
- (b) ensure Common Property is left clean and tidy;
- (c) if appropriate and if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the Building Works; and
- (d) if appropriate and if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Building Works do not impact on the structural integrity of the Building or on Common Property.

## **30.4 Building Works must comply with Laws and requirements of Authorities**

An Owner who has carried out Building Works must ensure the completed Building Works comply with the requirements of all Laws and Authorities and do not result in the Owners Corporation breaching a Law or the requirement of an Authority.

## **30.5 Indemnity**

An Owner who has carried out Building Works agrees to indemnify the Owners Corporation and keeps the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (a) in connection with the Building Works (including costs for approving the Building Works); and
- (b) arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result of carrying out the Building Works or resulting from the Building Works once completed.

## **30.6 Right of Owners Corporation to remedy**

At its election, the Owners Corporation may:

- (a) perform an obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of the Parcel to carry out a right, duty or obligation in this by-law; and
- (c) recover the costs incurred by the Owners Corporation in carrying out a right, duty or obligation in his by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the same rate of interest as on unpaid levies, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

## **30.7 Future alterations to Building Works**

Owners must not make alterations, additions or modifications to Building Works, once completed, without following the procedures in this by-law and by-laws 27, 28 and 29.

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## **30.8 Building Works not permitted to remain**

Owners must not permit to remain on their Lot or Common Property Building Works which have not been approved by the Owners Corporation in accordance with this by-law and by-laws 27, 28 and 29. The provisions of this by-law do not apply to Building Works carried out prior to the date of registration of this by-law.

## **30.9 Development consent**

Consent by the Owners Corporation to a Development Application must not be regarded as consent by the Owners Corporation to carry out the Building Works the subject of the Development Application.

## **SECTION NINE – SERVICE PROVIDERS**

### **BY-LAW 31 CARETAKER**

#### **31.1 Appointment**

The Owners Corporation may:

- (a) appoint the Caretaker to provide the Building Services for the purposes of assisting the Owners Corporation in its rights, duties and obligations of managing Common Property, controlling the use of Common Property and maintaining and repairing Common Property; and
- (b) enter into the Caretaker Agreement referred to in by-law 31.2 to provide those services.

#### **31.2 Terms of the Caretaker Agreement**

- (a) There may be several Caretaker Agreements.
- (b) The first Caretaker Agreement may be for the Initial Period and consecutive agreements may be for such term as agreed between the Owners Corporation and the Caretaker.
- (c) The Caretaker Agreement may contain provisions which:
  - (i) provide for remuneration to the Caretaker of an annual fee to be agreed between the Owners Corporation and the Caretaker; and
  - (ii) provide for the annual fee to be reviewed annually in accordance with the consumer price index.
- (d) The agreement may include provisions about:
  - (i) the manner in which the Caretaker must carry out the Building Services;
  - (ii) the manner in which employees and contractors are to be engaged;
  - (iii) the manner in which the Caretaker may be reimbursed for expenses; and
  - (iv) the manner in which the agreement may be assigned.
- (e) The agreement may contain provisions pursuant to which the Owners Corporation:
  - (i) consents to the Caretaker providing Apartment Services and Real Estate Services;
  - (ii) permits the Caretaker to use any part of the Common Property for the purposes of providing

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Apartment Services and Real Estate Services; and

- (iii) agrees not to permit any other party to use Common Property for the purpose of providing services similar to Apartment Services and Real Estate Services.

## BY-LAW 32 OBSTRUCTION OF CARETAKER

### 32.1 Obligations of Owners

Owners must not:

- (a) interfere with or obstruct the Caretaker from providing the services contemplated by the Caretaker Agreement; and
- (b) interfere with or obstruct the Caretaker from using any part of common property in providing the services contemplated by the Caretaker Agreement

## SECTION TEN – EXCLUSIVE USE BY-LAWS

## BY-LAW 33 ABOUT THE BY-LAWS IN THIS SECTION

### 33.1 Exclusive use by-laws

The by-laws in this Section are Exclusive Use By-Laws conferring on the Owner of the Lots the subject of this Section exclusive use rights and special privileges in respect of Common Property. Refer to by-law 2 for an explanation of Exclusive Use By-laws.

## BY-LAW 34 EXCLUSIVE USE AND SPECIAL PRIVILEGES

### 34.1 Exclusive Use Table

- (a) Section 11 contains the Exclusive Use Table which:
  - (i) describes the exclusive use rights and special privileges;
  - (ii) identifies those Lots for which the Owner has an exclusive use right or special privilege; and
  - (iii) identifies the party with the maintenance and repair responsibility in respect of those rights and privileges.
- (b) Reference to a "column" is a reference to a column in the Exclusive Use Table.

### 34.2 Exclusive use and special privilege

The Benefited Lot Owner identified in column 4 has the exclusive use rights or special privileges identified in column 3.

### 34.3 Maintenance and repair

- (a) The party identified in column 5 is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, that part of the Common Property the subject of the exclusive right or special privilege.
- (b) Where the Owners Corporation has the responsibility for the maintenance and repair of a Common Property Item:
  - (i) in accordance with its right to do so under section 53 of the Management Act, the Owners Corporation may charge a fee to each Owner who has the exclusive use right or special privilege in the manner provided by this Section; and

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- (ii) each Benefited Lot Owner must pay that fee according to the proportion the unit entitlement of its Lot bears to the aggregate unit entitlement of all Lots having the exclusive use or special privilege.
- (c) If column 5 indicates that the Owners Corporation has the maintenance and repair responsibility then:
  - (i) if column 5 indicates that by-law 35 applies, then it means the Owners Corporation will recover its costs from the Benefited Lot Owners in the manner contemplated by by-law 34.3(b); and
  - (ii) if column 5 is silent about by-law 35 applying, then it means the Owners Corporation will recover its costs from all Owners of Lots in the Strata Scheme in accordance with their unit entitlements.

## 34.4

### Other obligations in connection with common property items

- (a) The party with the responsibility for the maintenance and repair of a Common Property Item must:
  - (i) regularly clean the item;
  - (ii) keep it in a safe and good state of serviceable repair;
  - (iii) where it would be usual or good practice to do so or when required by the Owners corporation, have in place a maintenance contract for the item;
  - (iv) where it would be usual or good practice to do so, or the requirement of a Law, an Authority to do so, cause to have prepared the required certificates for the item;
  - (v) insure the item;
  - (vi) pay all electricity costs (where relevant) and water meter costs (where relevant) in connection with the item; and
  - (vii) comply with the requirements of, and notices issued pursuant to or by, all Laws and Authorities in connection with the item.
- (b) When carrying out any Function in connection with a Common Property Item (such as installing it or replacing it), the party with that responsibility must:
  - (i) comply with the requirements of, and notices issued pursuant to all Laws and Authorities;
  - (ii) comply with the requirements of the Building Code of Australia;
  - (iii) ensure works are carried out in a proper and workmanlike manner;
  - (iv) use only qualified and where appropriate, licensed tradesmen;
  - (v) ensure works are carried out without undue delay;
  - (vi) ensure no materials, tools, rubbish or debris are left on Common Property;
  - (vii) ensure it does not interfere with the use and enjoyment by another Owner or Occupier of their Lot or the Common Property and must otherwise cause as little disturbance as is practicable to other Owners and Occupiers;
  - (viii) ensure no damage is done to any services installed in the Building, or if damage is caused, immediately make good that damage;

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- (ix) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
- (x) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.
- (c) Except as permitted by this by-law, nothing in this Section gives a Benefited Lot Owner the right to make alterations, additions or changes to a Common Property Item.

### 34.5 Rights in connection with common property items

A party with the exclusive use of a Common Property Item (not being the Owners Corporation) also has the following special privileges in connection with that Common Property Item:

- (a) to renew or replace the item with an item of an identical style, size, shape, colour and in an identical position as the item attached as at the date of registration of this By-law Instrument;
- (b) to access all relevant parts of Common Property for such time as may be necessary for the purposes of carrying out a right, duty or obligation in this by-law; and
- (c) to penetrate all relevant parts of Common Property for the purposes of carrying out a right, duty or obligation in this by-law.

### 34.6 Obligations of Owners Corporation to sign Development Applications

- (a) By the registration of this By-law Instrument, the Owners Corporation consents to any Document necessary for an Owner to procure a Development Consent or make an application for a Construction Certificate required in connection with an activity the subject of an Exclusive Use By-law.
- (b) If the Owners Corporation is required by any Authority or any Law to execute or endorse its consent as landowner or otherwise on any Document in order for an Owner to procure a consent or make an application in connection with an activity the subject of an Exclusive Use By-law, the Owners Corporation must execute or endorse its consent on that Document within 14 Business Days of receiving it from the Owner.

### 34.7 Consent of Executive Committee

- (a) An application to the Executive Committee for the consent of the Executive Committee as required by this Section must include detailed plans and specifications together with any other information reasonably required by the Executive Committee.
- (b) Notwithstanding any other by-law to the contrary, the Executive Committee must not unreasonably withhold its consent to any application made to it under this Section. However, the Executive Committee will not be regarded as being unreasonable if it withholds its consent on the basis that a Sign or item of Services Apparatus would be likely to interfere with the occupation or use of a Lot or Common Property or would not be in keeping with the aesthetics of the Building.
- (c) The role of the Executive Committee in processing or approving an application is procedural only. The Executive committee does not have any responsibility for the adequacy or appropriateness of a consent it may give.

## BY-LAW 35 PROCEDURES FOR COST RECOVERY BY OWNERS CORPORATION

### 35.1 Obligations of Owners Corporation

- (a) At each annual general meeting, the Owners Corporation:
  - (i) must estimate how much money it will need to meet its obligations in respect of the Common Property Items for which it has the repair and

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- maintenance responsibility for the 12 months following the meeting; and
- (ii) must make a determination based on those estimates of the amount to be paid by each Owner in accordance with by-law 34.3(b)(ii).
- (b) When preparing the estimates, the Owners Corporation may include an amount to cover the long-term estimated expenditure for a Common Property Item.
  - (c) Following each annual general meeting, the Owners Corporation must give each Benefited Lot Owner regular invoices for the 12 month period following the meeting based on the determination made at the meeting.
  - (d) Invoices to each Benefited Lot Owner for each 12 month period:
    - (i) must be based on the determination made at the relevant meeting;
    - (ii) must be determined in accordance with the principle in by-law 35.1(a); and
    - (iii) must set out the time for payment (which must be in advance and which may be either quarterly at the same time as contributions to the administrative fund and the sinking fund or such other period as reasonably determined by the Owners Corporation).
  - (e) If expenditure for a 12 month period exceeds the amount determined for that period, then the Owners Corporation may issue additional invoices to cover that expenditure.
  - (f) If expenditure for a 12 month period is less than the amount determined for that period, then at the direction of the majority of Owners of Benefited Lots, the Owners Corporation may reimburse the overpayment in the same proportions that the payments were made.
  - (g) The Owners Corporation:
    - (i) must deposit in the appropriate account the amounts collected by it in accordance with by-law 35.1(c);
    - (ii) must keep proper records and books of account of matters in connection with its obligations in this by-law; and
    - (iii) if an auditor is appointed, must have the income and expenditure in connection with its obligations in this by-law audited in the same manner as other expenditures of the Owners Corporation

### 35.2 Obligations of benefited lot owners

- (a) Each Benefited Lot Owner:
  - (i) must pay the Owners Corporation on time each invoice issued to it by the Owners Corporation under this by-law;
  - (ii) must give the Owners Corporation access to the Common Property Items to enable the Owners Corporation to carry out its Functions in this by-law and otherwise as required by the Management Act; and
  - (iii) must indemnify the Owners Corporation and keep it indemnified for all costs incurred by the Owners Corporation in carrying out its Functions in this by-law in the same proportion it is required to contribute to the cost of the Common Property Item.
- (b) A Benefited Lot Owner must pay interest on each invoice which remains unpaid by it at the end of one month after it becomes due for payment at the same rate and in the same manner as unpaid contributions levied by the Owners Corporation.

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## 35.3 Rights of Owners Corporation

The Owners Corporation may recover as a debt due and owing in any court of competent jurisdiction (together with interest and legal costs and disbursements on an indemnity basis) any invoice which remains unpaid at the end of one month after it becomes due for payment.

## 35.4 Purchasers

If a person becomes the Owner of a Benefited Lot at a time when, under this Section, the former Owner is liable to pay money to the Owners Corporation under this Section, the person who becomes the new Owner is jointly and severally liable with the former Owner to pay the money to the Owners Corporation.

## SECTION ELEVEN – EXCLUSIVE USE TABLE

This Section contains the Exclusive Use Table which:

1. describes the exclusive use rights and special privileges specified in Section 10;
2. identifies those Lots for which the Owner has an exclusive use right or special privilege; and
3. identifies the party with the maintenance and repair responsibility for a Common Property Item and Common Property to which the item is attached.

Column 1	Column 2	Column 3	Column 4	Column 5
No	Common Property Item	Exclusive use/ special privilege	Benefited Lot	Party responsible for maintenance and repair
1.	Central intercom system within each lot and on Common Property (including handsets in Lots)	Special privilege to remain connected to and use the intercom system	All Lots	Owners Corporation
2.	Down lights in ceiling	(a) Exclusive Use (b) Special privilege in accordance with by-law 34.5	All Lots	Benefited Lot Owner
3.	Ducted air conditioning system and associated Services Apparatus installed at the date of registration of the Strata Plan	(a) Exclusive use (b) Special privilege in accordance with by-law 34.5	AU Lots	Benefited Lot Owner
4.	Instantaneous gas heater for hot water and associated Services Apparatus	(a) Exclusive use (b) Special privilege in accordance with by-law 34.5	All Lots	Benefited Lot Owner

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5.		Special privilege to market and sell apartments in the Building (with associated Signs on Common Property), to use the Benefited Lot as a display and sales apartment and to take potential purchasers through Common Property provided they	Lot 2	Benefited Lot Owner
6.	Sliding metal screen louvre attached to the Benefited Lot	(a) Exclusive Use (b) Special privilege in accordance with by-law 34.5	Lots 11,12,18, 19, 20,21,22, 28,29,30,31, 32,38,39,40, 59 to 88 (inclusive), 96, 97, 98,99, 100 and 102 to 122 (inclusive)	Benefited Lot Owner
7.	Handrails attached to concrete stairs	(a) Exclusive Use (b) Special privilege in accordance with by-law 34.5	Lots 2,3, 51, 52,95 and 101	Benefited Lot Owner
8.	Pergola attached to the Benefited Lot	(a) Exclusive Use (b) Special privilege in accordance with by-law 34.5	Lots 41, 44, 45, 90,91,92,93, 123, 124,126 and 127	Benefited Lot Owner

## SECTION TWELVE – DICTIONARY AND INTERPRETATION

### BY-LAW 36 DICTIONARY

#### 36.1 Meaning of terms

In these by-laws, these terms (in any form) mean:

**Apartment** means that part of a Lot comprising the habitable area (for the purposes of clarity, the habitable area does not include Car Spaces and Storage Spaces).

**Apartment Services** means the provision by the Caretaker to those Owners who elect to use them, of services associated with the occupation of an Apartment.

**Assistance Animal** is an animal as described in section 9(2) of the *Disability Discrimination Act 1992* (NSW) being a dog or other animal;

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- (a) accredited under a law of a State or Territory of Australia that provides for the accreditation of animals trained to assist persons with a disability to alleviate the effect of the disability
- (b) accredited by an animal training organisation prescribed by the *Disability Regulations 1996* (NSW) that provides for the accreditation of animals trained to assist disability to alleviate the effect of the disability; or
- (c) trained to assist a person with a disability to alleviate the effect of the disability and to meet the standards of hygiene and behaviour that are appropriate for an animal in a public place.

**Authority** means a Governmental Agency or a statutory, public or other authority having jurisdiction over the Building.

**Benefited Lot** means a Lot having the benefit of an Exclusive Use By-law.

**Benefited Lot Owner** means the Owner of a Lot having the benefit of an Exclusive Use By-law.

**Benefited Party** means a person or body corporate having the benefit of an Easement.

**Building** means the building the subject of the Strata Scheme.

**Building Manager** means the Caretaker (if any) appointed under the Caretaker Agreement or any other party appointed by the Owners Corporation as a caretaker or building manager.

**Building Services** means services in connection with the maintenance and repair of the Common Property, cleaning services in connection with the Common Property, waste and Garbage management services in connection with the Parcel and landscaping services, to the Owners Corporation.

**Building Works** means either Minor Building Works or Major Building Works.

**By-law Instrument** means this by-law instrument registered with the Strata Plan.

**By-laws** mean the by-laws in place from time to time for the Strata Scheme.

**Cable** means cables, conduits, pipes, wires and ducts.

**Car Space** means that part of the Parcel designed for parking cars and includes a Lot marked as being a car space on the Strata Plan and any part of a Lot marked as being a car space on the Strata Plan.

**Caretaker** means the person appointed by the Owners Corporation pursuant to the Caretaker Agreement

**Caretaker Agreement** means the agreement between the Owners Corporation and the Caretaker contemplated by by-law 31.1.

**Code** means a code made by the Owners Corporation in accordance with by-law 13.1 (as it may be amended or changed).

**Common Property** means so much of the Parcel as from time to time is not comprised in a Lot.

**Common Property Item** means an item located on Common Property specified in the Exclusive Use Table.

**Complex** means the complex described in by-law 1.1.

**Council** means the council in whose local government area the Building is situated.

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

**Development Application** means an application for a development consent made under the *Environmental Planning and Assessment Act 1979* (NSW) and includes all amendments and variations to an application.

## SP90543

**Development Consent** means a consent to a Development Application issued under the *Environmental Planning and Assessment Act 1979* (NSW) and includes all amendments and variations to a consent.

**Easement** means an easement or restrictive covenant burdening or benefiting the Common Property.

**Equipment** includes cables, plant, machinery, equipment and security devices.

**Exclusive Use Area** means that part or those parts of Common Property the subject of an Exclusive Use By-law.

**Exclusive Use By-law** means an exclusive use and special privilege by-law made in accordance with Division 4 Part 5 Chapter 2 of the Management Act.

**Exclusive use table is the table in section 11.**

**Executive Committee** means the executive committee appointed by the Owners Corporation.

**Garbage** means refuse, recyclable material or waste.

**Garbage Room** means that part of the Building comprising a garbage room.

**Goods** includes items requiring transport in the nature of plant, machinery, Equipment, furniture, appliances, boxes, merchandise, materials, domestic and commercial waste, refuse and garbage (including associated receptacles) but excludes baby strollers, shopping bags on wheels, prams, luggage, wheelchairs and items of a personal nature.

**Governmental Agency** means a governmental, or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

**Guide Dog** means a guide dog or hearing dog, as permitted by section 49(4) of the *Strata Schemes Management Act 1996* (NSW).

**Initial Period** has the meaning given to the term by the Management Act.

**Invitee** means a person on the Parcel at the invitation of, under the control of or with the permission of (whether express or implied) the Owners Corporation, an Owner or an Occupier.

**Law** includes a requirement of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise.

**Legislation** means the Management Act and the Development Act.

**Lot** means a lot in a strata plan and otherwise has the meaning given to it by the Development Act

**Major Building Works** means all work which is not Minor Building Works, including:

- (a) alterations to, additions to, removal of, replacement of or penetration into:
  - (i) part of Common Property (such as, by way of example only, Common Property walls, windows, doors, floors and ceilings);
  - (ii) the internal walls inside a Lot (such as dividing walls even though they may not be Common Property); and
  - (iii) the balcony attached to a Lot (such as, by way of example only, enclosing it or changing security screens, railings or balustrades);
- (b) the erection of a structure on a Lot or Common Property;
- (c) works which affect the external appearance of a Lot or the Building;
- (d) changes to the colour of external surfaces of a Lot or the Building (including those on the balcony, terrace or courtyard of a Lot);

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- (e) the installation of sun blinds, security bars (or other security devices), fly screens and other fixtures to the external surfaces of a Lot or the Building; and
- (f) works within the internal airspace of a Lot:
  - (i) which cause or which is likely to cause damage to Common Property;
  - (ii) which interfere with or is likely to interfere with Common Property or the services in the Building; or
  - (iii) which may or is likely to impact on or affect the structural integrity of the Building.

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

**Managing Agent** means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act.

**Minor Building Works** means:

- (a) works within the internal airspace of a Lot which is not visible from outside the Lot;
- (b) minor penetrations into Common Property; and
- (c) minor penetrations in, or attachments to, Common Property for the purposes of fixing fixtures or items of adornment in the Lot.

**Occupier** means a person in lawful occupation of a Lot for the time being (not being the Owner of the Lot).

**Original Owner** means the registered proprietor of the lots at the time of registration of the Strata Plan

**Owner** means the person for the time being recorded in the Register as entitled to an estate in fee simple in the lot

**Owners Corporation** means the owners corporation constituted on registration of the strata plan

**Parcel** means the land comprising the lots and common property the subject of the strata scheme

**Pet Register** means the pet register the subject of by-law 22.1

**Real Estate Services** means the provision by the Caretaker to those Owners who elect to use them, of services associated with the letting, managing and sales of lots

**Register** means the register kept by the Registrar-General at Land and Property Information.

**Removalist** means a party engaged by an Owner to assist in transporting Goods on Common Property: the expression includes the Owner if they transport the Goods themselves.

**Rental Agreement** means an agreement under which an Occupier occupies a Lot.

**Residential Lots** means Lots 1 to 46 (inclusive) and Lots 49 to 127 (inclusive).

**Restricted Matter** means a matter or class of matter:

- (a) which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or
- (b) which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting

**Rule** means a rule made by the Owners Corporation in accordance with by-law 13.1 (as they may be amended or changed).

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**Security Key** means a key, magnetic card, remote control or other device used to open and close doors, garage doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

**Service** includes water, hot water, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, telecommunications, television impulses or signal and radio impulses or signals.

**Service Contract** means a contract for any of the following services:

- (a) Common Property security;
- (b) Common Property air-conditioning maintenance;
- (c) lift maintenance;
- (d) fire system;
- (e) electrical system;
- (f) hydraulic system;
- (g) essential services certification;
- (h) waste disposal;
- (i) cleaning of the basement car park areas; and
- (j) any other service nominated by the Owners Corporation.

**Service Provider** means the party providing the services under a Service Contract.

**Services Apparatus** means an item in which a Service passes (by example only, cables, pipes, wires, flues, risers and chutes) or in which a Service is generated or stored.

**Sign** includes a sign, light, advertisement, name, notice, placard, banner, flag, flagpole, or other similar items the purpose of which is to advertise a product, service or activity, and includes a sign advertising a lot for sale or to let.

**Storage Space** means that part of the Parcel designed for storage purposes: it includes a Lot or any part Lot marked as storage on the Strata Plan and any part of a Lot designed for storage.

**Strata Plan** means the strata plan with which this By-law Instrument was registered.

**Strata Plan of Subdivision** means a plan of subdivision under the Legislation.

**Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

**Vehicle** includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

**Works** means:

- (a) works to any part of the Parcel: the expression includes Minor Building Works and Major Building Works; and
- (b) works associated with carrying out a right, duty or obligation (such as installing or replacing Common Property Item).

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## **BY-LAW 37 INTERPRETATION**

### **39.1 Undefined words**

Undefined words in these by-laws have the same meaning as they do in the Management Act.

### **39.2 Interpretation**

Reference to:

- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation
- (b) a thing includes the whole or each part of it; and
- (c) the singular includes the plural and vice versa.

### **39.3 Headings**

Headings do not affect the interpretation of the by-laws

### **39.4 Severance**

- (a) Subject to by-law 37.4(b):
  - (i) if a by-law is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
  - (ii) if, despite by-law 37.4(a)(i) a by-law is still void, voidable, unenforceable or illegal and the by-law would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
  - (iii) in any other case, the whole by-law must be severed.
- (b) If an event under by-law 37.4(a) occurs, the remainder of these by-laws continue in full force and effect.

## **BY-LAW 38 REAL ESTATE SIGNS**

Resolved by law Real Estate Signs

**38.1** An owner (or any agent acting on behalf of an owner) must not erect a "FOR LEASE" sign on common property under any circumstances.

**38.2** An owner (or any agent acting on behalf of an owner) must request permission from the Strata Managing Agent to erect a signboard. An owner (or any agent acting on behalf of an owner) is entitled to erect a "FOR SALE" sign, subject to the following requirements being met

- a) The owner completes and submits the "Application for the erection of a "FOR SALE" to the acting strata manager for review.
- b) The owner provides a bond of \$500.00 to the acting strata manager as per the terms of the aforementioned application
- c) The signboard is to be erected at the front of the building at one of the approved locations specifying the unit number and only for a maximum of 6 weeks or exchange of contract (whichever is the lesser) at which time an application for an extension is required.
- d) Any damage to common property caused by the erection of the sign or as a result of the sign is to be paid for by the owner directly or will be taken from the bond paid.

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- 38.3** Pursuant to 2a & 2b being met, the strata manger (on behalf of the Owners Corporation) will issue a consent letter for the erection of a "FOR SALE" sign and bcc strata committee as follows:

"As the Managing agent of the above strata scheme, we write to advise that the Owners Corporation has granted your company permission to erect a standard size "FOR SALE" signboard. The sign is to be erected at the front of the building specifying the unit number and only for a maximum of 6 weeks or exchange of contract (whichever is the lesser) at which time an application for an extension is required.

There is a bond payable for the unit of \$500.00

Please be advised the Strata Committee of the Owners Corporation reserves the right to revoke the permission granted at any time by giving 24 hours written notice"

- 38.4** The erection of a "FOR SALE" sign by an owner (or any agent acting on behalf of an owner), following the issue of a consent letter by the acting strata manager, is deemed acceptance by the owner that they agree to abide by all terms and conditions outlined in the consent letter. The signboard is to be erected at the front of the building specifying the unit number and only for a maximum of 6 weeks or exchange of contract (whichever is lesser) at which time an application of an extension is required.
- 38.5** The erection of any real estate sign that is not in accordance with this By law will result in its immediate dismantling and disposal in addition to a fine of \$500 being issued to the owner of the advertised lot.

### BY-LAW 39 ABSOLUTION OF MAINTENANCE

Resolved that the Owners Corporation specially resolve to be absolved from its maintenance responsibilities for certain fixtures, fittings and appliances that are located within the lot, in the following form;

#### Part 1- Introduction and intent

(A) This By-Law has been drafted from the Strata Schemes Management Act 2015 section 107 common property memorandum which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(B) The intent of the By-Law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme. The intent being that any fixture or fitting within the lot, whether specified in this By-Law or not, or any appliance that only services one lot, whether specified in this By-Law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106(3) of the Act.

(C) Any item specified in this By-Law that is afforded cover for damage due to an insurable event by the Owners Corporation insurance policy shall still be protected by that insurance.

(D) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building. Waterproofing shall also remain the Owners Corporation responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

(E) This By-Law does not confer any rights upon a lot owner to install any item listed in this By-Law as a fixture or fitting of a lot.

#### Part 2- Definitions

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

(A) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment

(B) Lot means any lot in the strata plan.

(C) Owner means the owner of the lot.

(D) Owners Corporation means the Owners Corporation created by the registration of Strata Plan 90543

(E) Internal Area means any area within the envelope of a lot as defined by the Strata Plan.

(F) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

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

- (A) the singular includes plural and vice versa;
- (B) any gender includes the other genders;
- (C) any terms in the By-Law will have the same meaning as those defined in the Act;
- (D) any references to legislation includes references to amending and replacing legislation.

## **Part 3- Terms and conditions**

In accordance with section 106(3) of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

### **3.1 Internal Areas**

All decorative finishes within a lot, including but not limited to;

- (A) All cornices
- (B) All skirting boards
- (C) All architraves and internal Door Jams
- (D) Wall tiles wherever located, including kitchen, bathroom and laundries
- (E) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (F) False Ceilings
- (G) Mezzanines, Stairs and Handrails
- (H) All paintwork and wallpaper
- (I) The cleaning of mould throughout the lot where the causative factors are purely environmental.

### **3.2 Bathroom, Ensuites and Laundry Areas**

All bathroom, Ensuite and Laundry fixtures and fittings, including but not limited to;

- (A) All taps and internal pipe work
- (B) Shower screens
- (C) Bathtub, including internal floor waste and drainage pipes
- (D) Sinks and hand basins including internal drainage pipes
- (E) Cabinets and mirrors
- (F) Toilet pan, including cistern and internal wall pipes
- (G) All lights, light fittings and exhaust fans that only service the lot, wherever located

### **3.3 Kitchen Areas**

All kitchen fixtures and fittings, including but not limited to;

- (A) All taps and internal pipe work
- (B) All internal waste and drainage pipes, including connections to the common stack
- (C) Bench tops
- (D) Ovens, stoves and cook tops
- (E) Sinks and incinerators
- (F) All lights, light fittings, exhaust fans and range hood that only service the lot, wherever located, including ducting and external ventilation points

### **3.4 Floor Coverings**

- (A) All carpet within the lot
- (B) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (C) All floor boards, whether floating or fixed
- (D) All parquetry, linoleum, vinyl and cork tiles wherever located.

### **3.5 Balcony and Courtyard Areas**

- (A) All tiles, pavers and decking
- (B) All stairs and handrails within the balcony or courtyard area
- (C) All awnings, pergolas, privacy screens or louvers, whether originally installed or subsequently installed after the registration of the Strata Plan
- (D) All plants and grassed areas within the balcony or courtyard
- (E) The pruning, trimming or removal of a tree or trees, including damage caused by roots.
- (F) Fences that divide two lots
- (G) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot.

### **3.6 Electrical Fittings and Appliances**

- (A) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (B) All electrical sockets and wall plates
- (C) Electrical main and sub-main that services only one lot including fuses wherever located
- (D) Smoke detectors that only service one lot
- (E) Alarm systems that only service one lot
- (F) Individual Garage door motors

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- (G) Telephone, Television, cable television, intercom handsets, internet wall plates and cabling that only services one lot, wherever located
- (H) Split system and ducted air conditioning systems including condenser units and all associated equipment wherever located that only service one lot;
- (I) Ceiling Fans
- (J) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located
- (K) Any general appliance, such as dishwasher, microwave oven, clothes dryer or other appliance that is designed to only service a single lot

### 3.7 Balcony Doors, Garage Doors, Windows, Mail Boxes Storage cage and Garage Area

- (A) All fly screens, security screens fitted to the windows and doors, internal doors, balcony doors and windows of the lot, whether originally installed or subsequently installed after the registration of the Strata Plan.
- (B) Automatic Door closers
- (C) Storage cages that are for the use of one lot.
- (D) Mail Box Locks.
- (E) Any locking device or door furniture installed on the front and back doors, balcony doors, garage doors or windows, storage cages of the lot, whether installed originally or subsequently by the lot owner
- (F) Supplying or replacing swipe cards, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme

### 3.8 External areas

- (A) Any antenna that only services one lot
- (B) Any security screening that only services one lot
- (C) Any security surveillance equipment that only services one lot
- (D) Any fence and fence extensions that only service one lot



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### 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 90543 was affixed on <sup>11/1/19</sup> ^ ..... 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: Samuel Vigouroux Authority: Strata Manager

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

^ Insert appropriate date

\* Strike through if inapplicable.

**Text below this line is part of the instructions and should not be reproduced as part of a final document.**

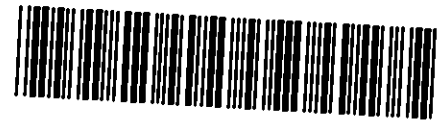
1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.



Form: 11R  
Release: 4.1

# REQUEST

New South Wales  
Real Property Act 1900



## AK353135C

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the use of this form for the establishment and maintenance of the Real Property 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) **STAMP DUTY**

If applicable. Office of State Revenue use only
---

(B) **TORRENS TITLE**

Folio identifier CP/SP90543
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(C) **REGISTERED DEALING**

Number Strata Development Contract SP 90543	Torrens Title
--	---------------

(D) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1089X	V J Ralph & Co City Legal Services Level 1, 229 Macquarie Street SYDNEY NSW 2000 Reference: 1601483 PR	1237865  <b>R</b>

(E) **APPLICANT**

Phillippa Russell
-------------------

(F) **NATURE OF REQUEST**

The <del>Registrar</del> <sup>REGISTRAR</sup> General amend Strata Development Contract SP 90543
--

(G) **TEXT OF REQUEST**

See Annexure A for text of Request.

See Annexure B for execution.

### DATE

(H) *From the list below select the required form of execution by the APPLICANT*

- Standard
- Company with seal
- Company without seal
- Attorney
- Solicitor, licensed conveyancer or barrister for the applicant
- Authorised officer of a company or of a government department or authority

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS. The applicant \_\_\_\_\_ certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. \_\_\_\_\_ Full name: \_\_\_\_\_ Signature: \_\_\_\_\_

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.  
ALL HANDWRITING MUST BE IN BLOCK CAPITALS Page 1 of 3 74 1303

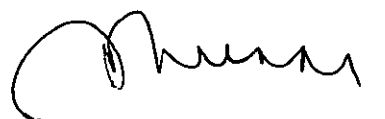
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**THIS IS THE ANNEXURE "A" TO THE REQUEST FOR THE AMENDMENT OF THE  
STRATA DEVELOPMENT CONTRACT REGISTERED WITH STRATA PLAN 90543**

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**This annexure details amendments to the Strata Development Contract as follows:**

1. Amend the Strata Development Contract to make it clear the strata plan of subdivision for the third stage is a subdivision of lot 48 in strata plan 90543 as well as lot 94 in the strata plan of subdivision for the second stage (being strata plan 92568), by making the following changes:
  - (a) in clause 4 replace the second line with:  
"The Development Lot for the Third Stage is lot 48 in the Strata Plan and lot 94 in the Strata Plan of Subdivision for the Second Stage (being strata plan 92568)"; and
  - (b) change the definition of "Development Lot" to "for the Second Stage means lot 47 in the Strata Plan and for the Third Stage means lot 48 in the Strata Plan and lot 94 in the Strata Plan of Subdivision for the Second Stage (being strata 92568)".
2. The amendment of the strata development contract will not affect any current or future lot owners in the strata scheme.

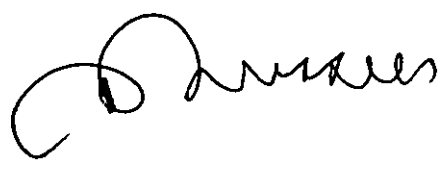
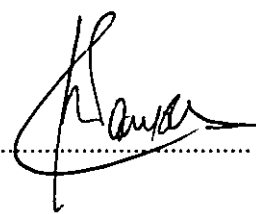


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**THIS IS THE ANNEXURE "B" TO THE REQUEST FOR THE AMENDMENT OF THE STRATA DEVELOPMENT CONTRACT REGISTERED WITH STRATA PLAN 90543**

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EXECUTION PAGE 5 April 2016

<b>Execution by Phillippa Mary Russell</b>	
Signed by Phillippa Mary Russell in the presence of:	
	
Signature of witness	
 <u>BRENDA FAY-CAMPBELL</u> Name of witness (printed) BRENDA FAY-CAMPBELL First floor, 350 GEORGE ST SYDNEY NSW 2000	

## STATUTORY DECLARATION


I, Phillippa Mary Russell of Level 5, Suite 505, 350 George Street, Sydney, New South Wales, 2000 solemnly and sincerely declare as follows:

1. I am a solicitor licensed to practice law in the State of New South Wales.
2. I am the author of the Strata Development Contract the subject of this statutory declaration.
3. The Strata Development Contract was registered with strata plan 90543 (the "Strata Plan").
4. A copy of the Strata Development Contract comprises annexure A to this declaration.
5. The Strata Development Contract contemplates the registration of a strata scheme in 3 stages, with the contract dealing with the Second Stage (Block B) and the Third Stage (Block C).
6. The Strata Plan (strata plan 90543) has registered and the strata plan of subdivision for the Second Stage has registered (strata plan 92568).
7. The staging was approved pursuant to development consent DA0126/14 (the "Development Consent"). A copy of the Development Consent comprises Annexure B. A copy of the plans the subject of the Development Consent comprise Annexure C.
8. It can be seen from the strata plan for the Third Stage the subject of the Development Consent that the plan is a subdivision of lot 48 in the Strata Plan and lot 94 in the strata plan of subdivision for the Second Stage.
9. The Strata Development Contract reflects the staging pattern contemplated by the Development Consent plans: the number of lots are identical and the lot numbers are identical.
10. A copy of the proposed strata plan of subdivision for the Third Stage comprises annexure D.
11. When the strata plan of subdivision was lodged for the Second Stage a requisition was raised about the strata development contract (a copy of the requisition comprises annexure E).
12. The requisition identifies an error in the preparation of the Strata Development Contract in that the Development Lot for the Third Stage was described as "Lot 48 in the Strata Plan" when to be technically correct the reference to the Development Lot for the Third stage should also have included lot 94 in the plan of subdivision for the Second Stage.
13. Building C comprising the Third Stage is nearing completion.
14. The amendments are of a technical nature and have no impact on either current lot owners or the future owners of lots in the Third Stage.

15. This statutory declaration is made in support of a Request to amend the Strata Development Contract to correct the error to enable registration of the strata plan of subdivision for the Third Stage to occur. Failure to amend the Strata Development Contract will prevent registration of the strata plan of subdivision for the Third Stage which will have a significant impact on the purchasers of the lots in the Third Stage.

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

Subscribed and declared at Sydney )  
this 5<sup>th</sup> day of April, 2016 )  
)  
)



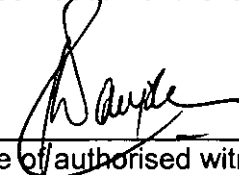
in the presence of an authorised witness, who states:

I, BRENDA TAY-CAMPANELLO, a Solicitor  
Name of authorised witness Qualification of authorised witness

certify the following matters concerning the making of this statutory declaration by the person who made it: [*\*please cross out any text that does not apply*]

1. ~~\*I saw the face of the person [OR] \*I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering.~~
2. ~~\*I have known the person for at least 12 months [OR] \*I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was:~~

\_\_\_\_\_  
Identification document relied on

  
\_\_\_\_\_  
Signature of authorised witness

# Annexure A

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ePlan

**SP90543**

**STRATA DEVELOPMENT  
CONTRACT - STRATA PLAN  
NO 90543**

**Rosedale St Ives  
212-216 Mona Vale Road  
St Ives NSW 2075**

REGISTERED



2.12.2014

© Philippa Russell Lawyer

Page 1 of 23

**Phillippa Russell Lawyer**

Suite 505, Level 5, 350 George Street NSW 2000

E-mail: [phillippa@phillipparussell.com.au](mailto:phillippa@phillipparussell.com.au)

Telephone: (02) 9221 4110 Facsimile: (02) 9221 5117 Mobile: 0408 481 138

**Strata Schemes (Freehold Development) Act 1973**

**STRATA DEVELOPMENT CONTRACT – Strata Plan No 90543**

**WARNING**

This Contract contains details of a strata scheme which is proposed to be developed in 3 stages on the land described in it.

The Developer is only bound to complete so much of the proposed development as is identified as Warranted Development in this Contract. However, the Developer cannot be prevented from completing the balance of the proposed development identified as Authorised Proposals in this Contract.

The schedule of unit entitlements may, on completion of the development, be revised in accordance with section 28QAA of the *Strata Schemes (Freehold Development) Act 1973* (NSW).

The proposed development might be varied, but only in accordance with section 28J of the *Strata Schemes (Freehold Development) Act 1973* (NSW).

The proposed development might not be completed.

The vote for the Developer is sufficient to pass or defeat a motion at a meeting of the Owners Corporation, or of the Executive Committee, if the motion is about a Development Concern. Development Concerns are generally those things necessary to be done in order to complete the development in accordance with this Contract – see sections 28N, 28O and 28P of the *Strata Schemes (Freehold Development) Act 1973* (NSW).

During development of further stages there may be disruption to existing occupants due to building and constructions activities.

This Contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

The Strata Scheme might be part of a larger scheme that also includes non-strata land. If this is the case, then this will be disclosed in clause 2 (“Description of any non-strata land that is to be developed along with the strata scheme”). In these types of developments a document known as a strata management statement will govern the relationship between the Strata Scheme and the non-strata parts of the development, and you should consider that document in deciding whether to acquire an interest in the Strata Scheme.

## DESCRIPTION OF DEVELOPMENT

### 1. DESCRIPTION OF LAND

#### 1.1 Details of the land which is to be developed

The land which will be developed under this Contract is lot 100 deposited plan 1176717.

#### 1.2 The buildings the subject of this Contract

The buildings the subject of the Strata Plan are being constructed in 3 stages. On completion of construction the buildings in each stage will be the subject of the Strata Scheme.

The First Stage has been completed as at the date of this Contract.

The Second Stage and the Third Stage contain the buildings the subject of this Contract.

### 2. DESCRIPTION OF ANY NON-STRATA LAND TO BE DEVELOPED WITH THE STRATA SCHEME

The Developer does not propose there to be any non-strata land to be developed with the Strata Scheme.

### 3. DESCRIPTION OF LAND PROPOSED TO BE ADDED TO THE SCHEME

The Developer does not propose to add land to the Strata Scheme.

### 4. DESCRIPTION OF DEVELOPMENT LOT OR LOTS

The Development Lot for the Second Stage is lot 47 in the Strata Plan.

The Development Lot for the Third Stage is lot 48 in the Strata Plan.

### 5. COVENANTS IMPLIED BY THE DEVELOPMENT ACT

#### 5.1 Warranted Development

The Developer agrees with the other parties jointly, and with each of them severally:

- (a) that the Developer must carry out the development (if any) described and identified as "Warranted Development" – proposed development subject to a warranty" in this Contract; and
- (b) that the Developer must carry out any such development in accordance with the covenants set out and implied in this Contract.

#### 5.2 Permission to carry out warranted development and authorised proposals

The parties, other than the Developer, jointly and severally agree with the Developer that the Developer is permitted to carry out, in accordance with the covenants set out or implied in this Contract:

- (a) the Warranted Development (if any); and

SP90543

ePlan

- (b) such other development as is described and identified as “**Authorised Proposals**” – proposed developments *not* subject to a warranty” in this Contract.

### 5.3 Owners Corporation expenses

The Developer agrees with the Owners Corporation that the Developer will pay the reasonable expenses incurred by the Owners Corporation:

- (a) in repairing damage to Common Property caused in carrying out the permitted development, except damage due to normal wear and tear;
- (b) for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development; and
- (c) for additional administrative costs connected with that development, such as the costs of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision.

### 5.4 Standard of development

The Developer agrees with the other parties that:

- (a) the standard of materials used, finishes effected, Common Property improvements, landscaping, roadways and paths; and
- (b) heights of buildings, other structures and works and the density of development,

in all development permitted to be carried out by this Contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the Parcel, except to the extent (if any) that this Contract specifies.

### 5.5 Unauthorised use of the Parcel

The Developer agrees with the other parties that the Developer will not use any part of the Parcel or cause any part of the Parcel to be used except:

- (a) to the extent necessary to carry out the development permitted to be carried out by the Contract; or
- (b) to such other extent as may be specified in the Contract.

### 5.6 Restoration of Common Property

The Developer agrees with the other parties to make good, as soon as practicable, any damage to the Common Property arising out of performance of this Contract, whether or not this Contract contemplates or permits the damage.

### 5.7 Restoration of Development Lot

The Developer agrees with the other parties to make good, as soon as is practicable, any damage to a Development Lot arising out of performance of this Contract, whether or not this Contract contemplates or permits the damage.

For the purposes of this clause, "**damage**" does not include damage necessarily resulting from having carried out (in accordance with this Contract) development that is permitted by this Contract to be carried out.

## 5.8 Additional covenants for vertical staged development

If this Contract permits the development to be carried out within a Development Lot that is wholly or partly directly above or below a part of the Parcel that is not a Development Lot, the Developer agrees with the other parties:

- (a) to minimise any disruption caused to other occupiers of the Parcel by carrying out permitted development or otherwise;
- (b) to ensure that, while permitted development is being carried out, shelter and subjacent and lateral support, consistent with proper engineering and building practices, are provided to such other parts of the Parcel as are capable of being sheltered or of enjoying that support; and
- (c) to keep the Developer insured, while permitted development is being carried out, under a policy of indemnity with an insurer approved for the purposes of Part 4 of Chapter 3 of the *Strata Schemes Management Act 1996* (NSW) against claims for damage to property, or for death or personal injury, arising out of or resulting from the carrying out of permitted development.

## WARRANTED DEVELOPMENT AND AUTHORISED PROPOSALS

### 6. WARRANTED DEVELOPMENT – PROPOSED DEVELOPMENT SUBJECT TO A WARRANTY

There is no Warranted Development.

### 7. AUTHORISED PROPOSALS - PROPOSED DEVELOPMENT NOT SUBJECT TO A WARRANTY

Development that the Developer is permitted to carry out, but not compelled to carry out.

#### 7.1 Second Stage

This paragraph 7.1 sets out the Authorised Proposals for the Second Stage.

##### (a) Description of development

The development the subject of the Second Stage comprises a building known as building B constructed of re-inforced concrete for the structure with structural steel framed roof with metal roof sheeting and insulation, plasterboard party walls and external walls of either face or rendered external cavity brickwork with plasterboard internal lining. The proposed building style, height and density of building B are depicted by the Concept Plan attached to this Contract and described as "Concept Plan".

##### (b) Common Property Amenities

Access driveways, stairs, corridors, pathways, lifts, plant rooms, landscaped areas, garbage collection facilities, visitor car parking and a water feature.

# SP90543 ePlan

**(c) Schedule of Commencement and Completion**

The Developer does not warrant commencement and completion dates.

**(d) Schedule of Strata Lots**

The total number of Strata Lots in the Second Stage is 46 being lots 49 to 94 (inclusive) in the Strata Plan.

**(e) Working Hours**

Construction will be carried out within the working hours permitted by the Development Consent.

**(f) Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the Parcel during development and Permitted Uses of Common Property and Development Lots during development**

Construction vehicles entering and exiting the site during this stage will do so via Memorial Avenue.

**(g) Landscaping**

Landscaping will be carried out in accordance with the landscaping plan approved with the Works Development Consent as modified by MOD0138/12, MOD0063/13 and MOD0005/14.

**(h) Schedule of Materials and Finishes**

The development the subject of the Second Stage comprises a building constructed of constructed of re-reinforced concrete for the structure with structural steel framed roof with metal roof sheeting and insulation, plasterboard party walls and external walls of either face or rendered external cavity brickwork with plasterboard internal lining.

**(i) Vertical Staging**

Part of the basement in the First Stage is in stratum under part of development lot 47. Insurance as required by regulation 17 of the Strata Schemes (Freehold Development) Regulation 2012 has been effected, policy number AP-53378 with MECON Winsure Insurance Group ABN 29 059 310 904.

**(j) Contribution to Common Property Expenses**

- (i) The Developer is not obliged to contribute to those Common Property expenses relating to the use and maintenance of the Common Property in respect of the Development Lot the subject of this stage during any period on which construction on the Development Lot is not completed and the Development Lot not subdivided.
- (ii) The Developer's contribution to those Common Property expenses relating to the use and maintenance of Common Property in respect of the Development Lot the subject of this stage arises once the Development Lot has been completed and subdivided, and the liability then applies in connection with those Strata Lots in the ownership of the Developer on a unit entitlement basis.

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ePlan

(k) **Proposed by-laws**

The by-laws applicable to the development the subject of this stage are the same as those registered with the Strata Plan.

A copy of the by-laws registered with the Strata Plan is available from the Department of Lands.

(l) **Proposed management agreements**

The management arrangements for the Strata Scheme were established with the Strata Plan for the First Stage being that the Developer intends (but is not obliged) to procure the Owners Corporation to enter into a management agreement with a strata managing agent for the Initial Period of the Strata Scheme.

(m) **Proposed covenants, easements or dedications**

(i) Subject to paragraph (ii), all covenants, easements and dedications for the Strata Scheme were registered with the Strata Plan, with copies available from the Department of Lands.

(ii) Unless registered within the Strata Plan, a restrictive covenant and/or a restriction on use will be registered with each Strata Plan of Subdivision as required by condition 88 of the Works Development Consent restricting the use of car spaces to occupants or tenants of the building.

## 7.2 Third Stage

This paragraph 7.2 sets out the Authorised Proposals for the Third Stage.

(a) **Description of development**

The development the subject of the Third Stage comprises a building known as building C constructed of re-inforced concrete for the structure with structural steel framed roof with metal roof sheeting and insulation, plasterboard party walls and external walls of either face or rendered external cavity brickwork with plasterboard internal lining. The proposed building style, height and density of building C are depicted by the Concept Plan attached to this Contract and described as "Concept Plan".

(b) **Common Property Amenities**

Access driveways, stairs, corridors, pathways, lifts, plant rooms, landscaped areas, garbage collection facilities, visitor car parking and bar-b-que area.

(c) **Schedule of Commencement and Completion**

The Developer does not warrant commencement and completion dates.

(d) **Schedule of Strata Lots**

The total number of Strata Lots in the Third Stage is 33 being lots 95 to 127 (inclusive) in the Strata Plan.

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(e) **Working Hours**

Construction will be carried out within the working hours permitted by the Development Consent.

(f) **Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the Parcel during development and Permitted Uses of Common Property and Development Lots during development**

Construction vehicles entering and exiting the site during this stage will do so via Memorial Avenue.

(g) **Landscaping**

Landscaping will be carried out in accordance with the landscaping plan approved with the Works Development Consent as modified by MOD0138/12, MOD0063/13 and MOD0005/14.

(h) **Schedule of Materials and Finishes**

The development the subject of the Third Stage comprises a building constructed of re-inforced concrete for the structure with structural steel framed roof with metal roof sheeting and insulation, plasterboard party walls and external walls of either face or rendered external cavity brickwork with plasterboard internal lining.

(i) **Vertical Staging**

Part of the basement within development lot 47 is in stratum under part of development lot 48. Insurance as required by regulation 17 of the Strata Schemes (Freehold Development) Regulation 2012 has been effected, policy number AP-53378 with MECON Winsure Insurance Group ABN 29 059 310 904.

(j) **Contribution to Common Property Expenses**

(i) The Developer is not obliged to contribute to those Common Property expenses relating to the use and maintenance of the Common Property in respect of the Development Lot the subject of this stage during any period on which construction on the Development Lot is not completed and the Development Lot not subdivided.

(ii) The Developer's contribution to those Common Property expenses relating to the use and maintenance of Common Property in respect of the Development Lot the subject of this stage arises once the Development Lot has been completed and subdivided, and the liability then applies in connection with those Strata Lots in the ownership of the Developer on a unit entitlement basis.

(k) **Proposed by-laws**

The by-laws applicable to the development the subject of this stage are the same as those registered with the Strata Plan.

A copy of the by-laws registered with the Strata Plan is available from the Department of Lands.

# SP90543 ePlan

## (l) Proposed management agreements

The management arrangements for the Strata Scheme were established with the Strata Plan for the First Stage being that the Developer intends (but is not obliged) to procure the Owners Corporation to enter into a management agreement with a strata managing agent for the Initial Period of the Strata Scheme.

## (m) Proposed covenants, easements or dedications

(i) Subject to paragraph (ii), all covenants, easements and dedications for the Strata Scheme were registered with the Strata Plan, with copies available from the Department of Lands.

(ii) Unless registered within the Strata Plan, a restrictive covenant and/or a restriction on use will be registered with each Strata Plan of Subdivision as required by condition 88 of the Works Development Consent restricting the use of car spaces to occupants or tenants of the building.

## 8. DATE OF CONCLUSION OF DEVELOPMENT SCHEME

The Developer must complete all Authorised Proposals by 31 December 2019.

## 9. CONCEPT PLAN

The Concept Plan for the Second Stage and the Third Stage of the development comprise an annexure to this Contract.

## 10. DEFINITIONS

The following words have the following meanings:

- (a) “**Authorised Proposal**” means development which the Developer is authorised to carry out but cannot be compelled to carry out.
- (b) “**Common Property**” means the common property in the Strata Scheme.
- (c) “**Concept Plan**” means the concept plan attached to, and forming part of, this Contract.
- (d) “**Contract**” means this strata development contract.
- (e) “**Developer**” means Canberra Estates consortium No 24 Pty Limited ACN 138 976 637.
- (f) “**Development Act**” means the *Strata Schemes (Freehold Development) Act 1973 (NSW)*.
- (g) “**Development Concern**” has the meaning given to that term by s280 of the *Strata Schemes (Freehold Development) Act 1973 (NSW)*.
- (h) “**Development Consent**” means the development consent pursuant to which the development the subject of this Contract is carried out being consent number
- (i) “**Development Lot**” means each of lots 47 and 48 in the Strata Plan.
- (j) “**Executive Committee**” means the executive committee for the Strata Scheme.
- (k) “**Initial Period**” has the meaning given to it by the *Strata Schemes Management Act 1996 (NSW)*.

# SP90543

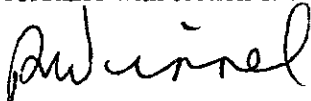
ePlan

- (l) **“Owners Corporation”** means the owners corporation constituted by registration of the Strata Plan.
- (m) **“Parcel”** means the parcel the subject of the Strata Scheme.
- (n) **“Strata Lot”** means a lot in the Strata Plan.
- (o) **“Strata Plan”** means the strata plan the subject of this Contract registered number
- (p) **“Strata Plan of Subdivision”** means the strata plan of subdivision for each of the Development Lots.
- (q) **“Strata Scheme”** means the strata scheme constituted by registration of the Strata Plan.
- (r) **“Warranted Development”** means development which the Developer warrants to carry out and may be compelled to carry out.
- (s) **“Works Development Consent”** means development consent DA0619/11.

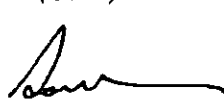
**SIGNATURES, CONSENTS, APPROVALS**

**Signature/seal of Developer**

Executed by Canberra Estates Consortium No 24 Pty Limited ACN 138 976 637 in accordance with section 127 of the *Corporations Act 2001 (Cwth)*:

  
\_\_\_\_\_  
Director (signature)

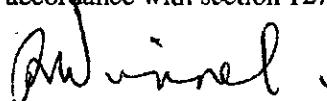
ROBERT WINNEL  
Name of director (printed)

  
\_\_\_\_\_  
~~Director~~/secretary (signature)

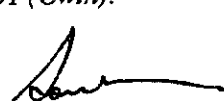
DAMIEN HOWE  
Name of ~~director~~/secretary (printed)

**Signature of registered proprietor**

Executed by Canberra Estates Consortium No 24 Pty Limited ACN 138 976 637 in accordance with section 127 of the *Corporations Act 2001 (Cwth)*:

  
\_\_\_\_\_  
Director (signature)

ROBERT WINNEL  
Name of director (printed)

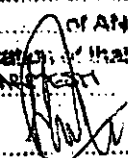
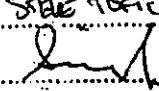
  
\_\_\_\_\_  
~~Director~~/secretary (signature)

DAMIEN HOWE  
Name of ~~director~~/secretary (printed)

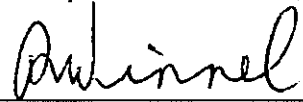
SP90543 ePlan


**Signature/seal of each registered mortgagee, chargee, covenant chargee and lessee of the Development Lot.**

Executed by Australia and New Zealand Banking Group Limited:

Executed for and on behalf of Australia and New Zealand  
Banking Group Limited ABN 11 005 557 522 pursuant to the  
Power of Attorney dated 16 November 2002 and registered  
in the ~~Real Property Register~~ registration number ~~406587~~ <sup>4376</sup> ~~no 410~~  
by STEVE TOIC who certifies she/he  
is a MANAGER of ANZ and that she/he has not  
received notice of revocation of that Power of Attorney in  
the presence of DANIEL SICH  
Signature of Attorney:   
Full name of Attorney: STEVE TOIC  
Signature of Witness:   
Full name of Witness: DANIEL SICH  
Address of Witness: 6/15 MOORE ST CANBERRA

Executed by Village No 5 Pty Limited ACN 125 576 221 in accordance with section 127 of the Corporations Act 2001 (Cwth):

  
\_\_\_\_\_  
Director (signature)  
ROBERT WINNELL  
\_\_\_\_\_  
Name of director (printed)

  
\_\_\_\_\_  
Director/secretary (signature)  
DAMIEN HOWSE  
\_\_\_\_\_  
Name of ~~director~~/secretary (printed)

**Signature/seal of each registered mortgagee and charge of a lease of the Development Lot.**

There are no registered mortgagees or chargees of a lease of the Development Lot.

SP90543 ePlan

**CERTIFICATE OF APPROVAL**

It is certified:

- (a) that the consent authority has consented to the development described in Development Application No 0126/14 ; and
- (b) the carrying out of the proposed development described as "Warranted Development" and "Authorised Proposals" in this Contract would not contravene:
  - (i) any condition subject to which the consent was granted; or
  - (ii) the provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent: not applicable.

Date: 5/6/2014

Execution of consent authority 

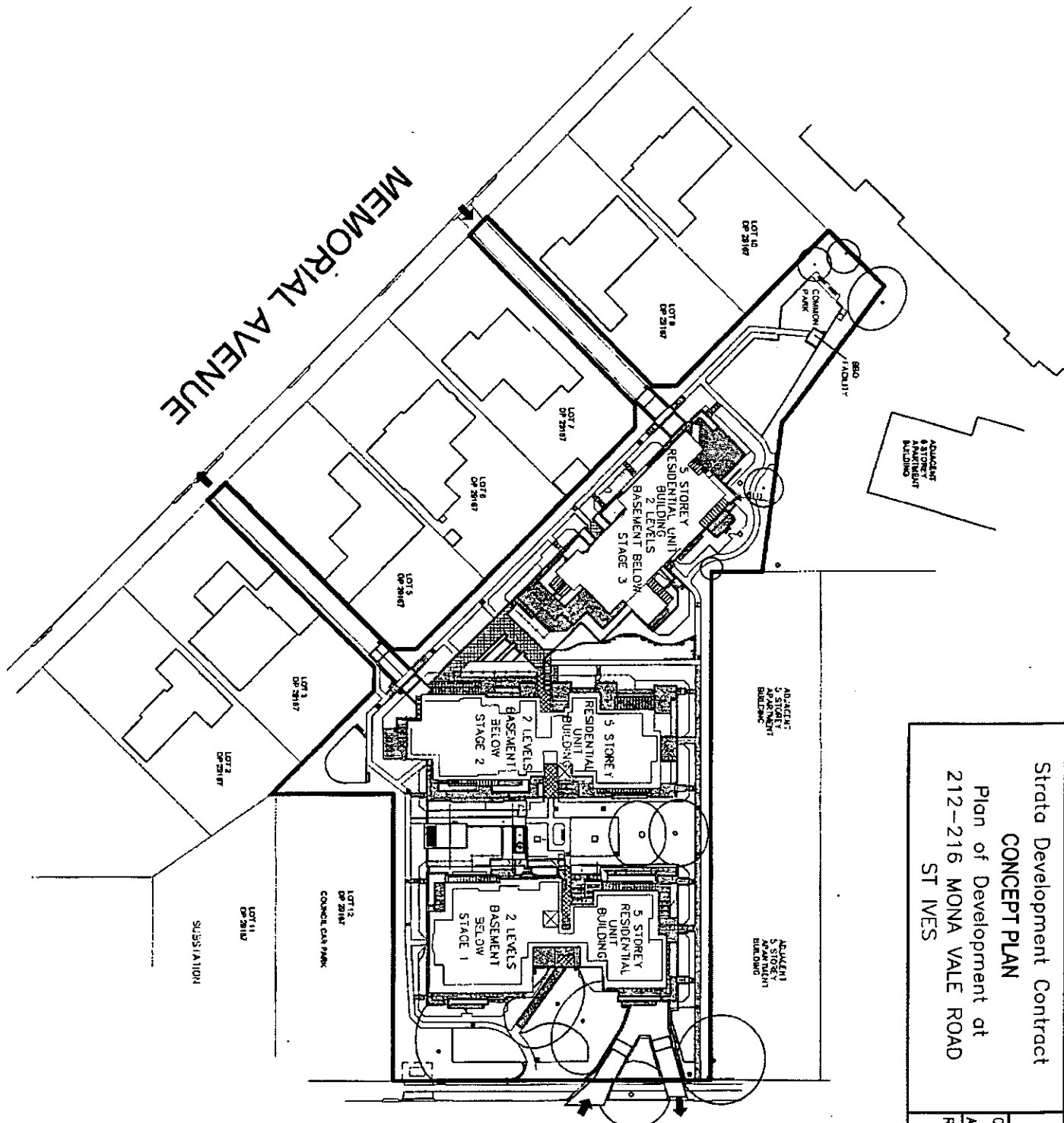
CORRIE SWANEPOEL  
MANAGER DEVELOPMENT ASSESSMENT  
KU-RING-GAI COUNCIL

# SP90543 ePlan

## CONCEPT PLAN FOR SECOND STAGE AND THIRD STAGE

The following 9 pages comprise the Concept Plan for the Second Stage and the Third Stage





Strata Development Contract  
**CONCEPT PLAN**  
 Plan of Development at  
 212-216 MONA VALE ROAD  
 ST IVES

SP 90543
Consented to
Application No.
Registered Date

ePlan

Sheet 15 of 23 sheets

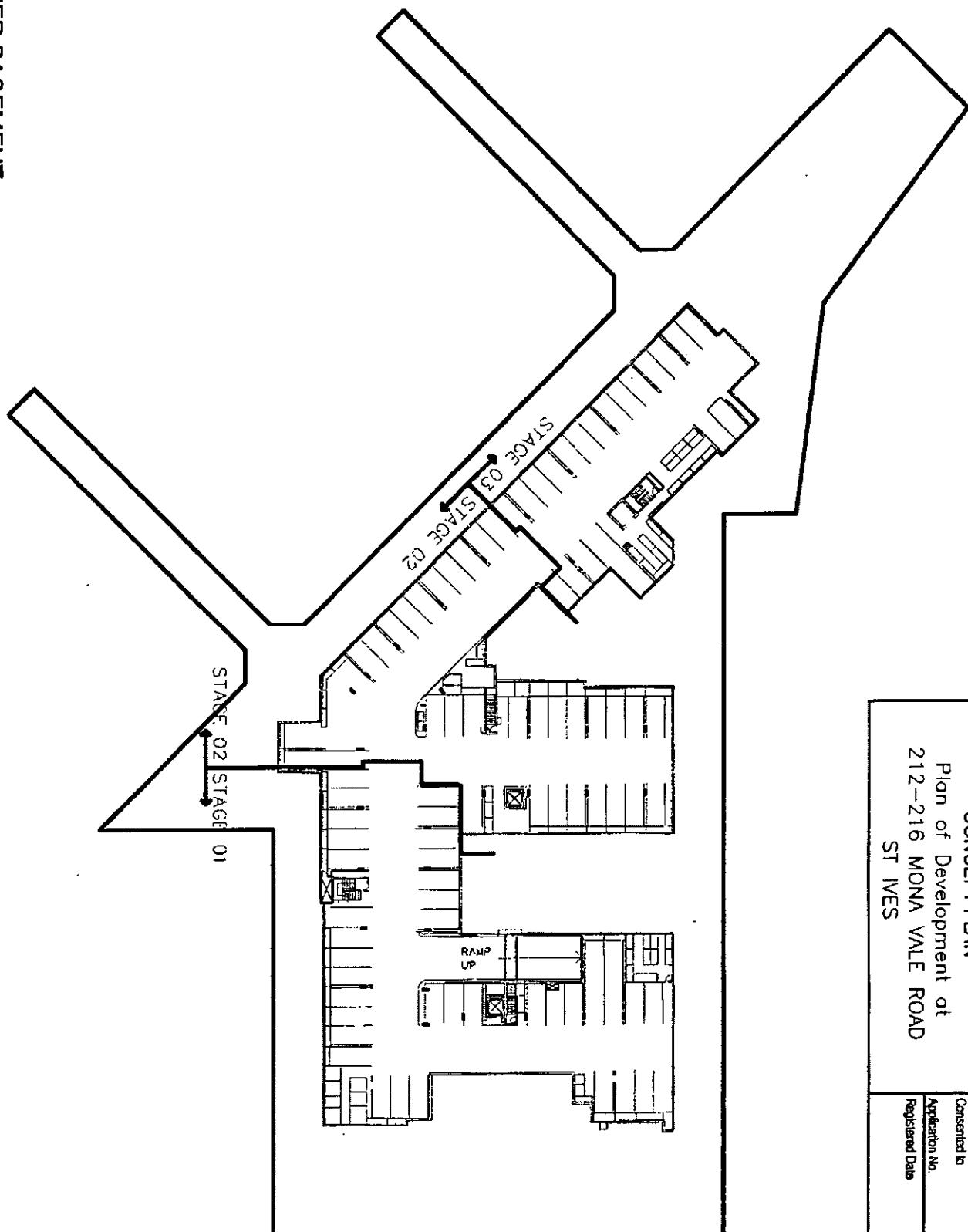
SP90543

SITE PLAN

MONA VALE ROAD

MEMORIAL AVENUE

LOWER BASEMENT



Strata Development Contract  
**CONCEPT PLAN**  
Plan of Development at  
212-216 MONA VALE ROAD  
ST IVES

<b>SP 90543</b>
Consented to
Application No.
Registered Date

ePlan

Sheet 16 of 23 sheets

SP90543

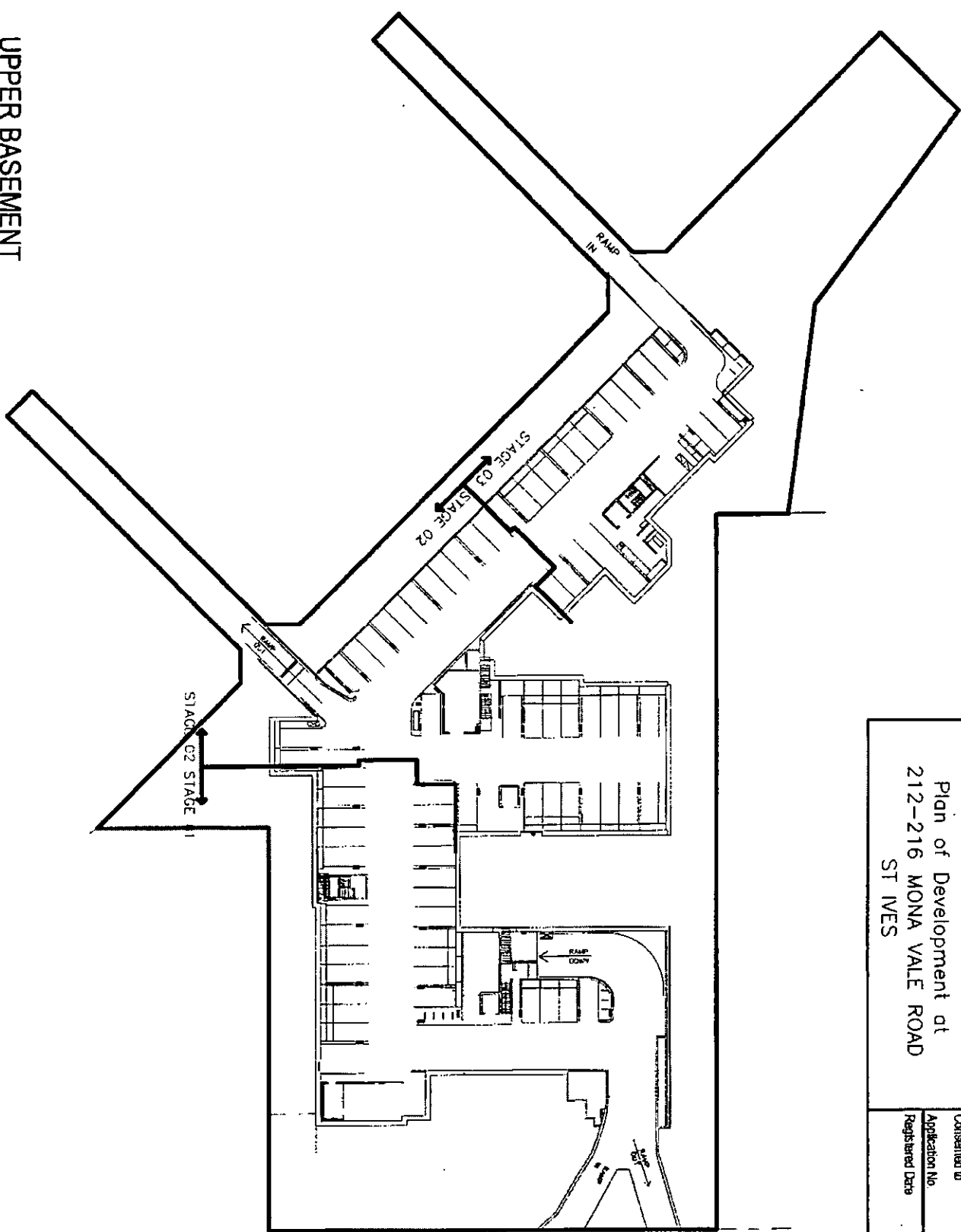
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**CONCEPT PLAN**  
Plan of Development at  
212-216 MONA VALE ROAD  
ST IVES

Consented to  
**SP 90543**  
Application No.  
Registered Date

ePlan

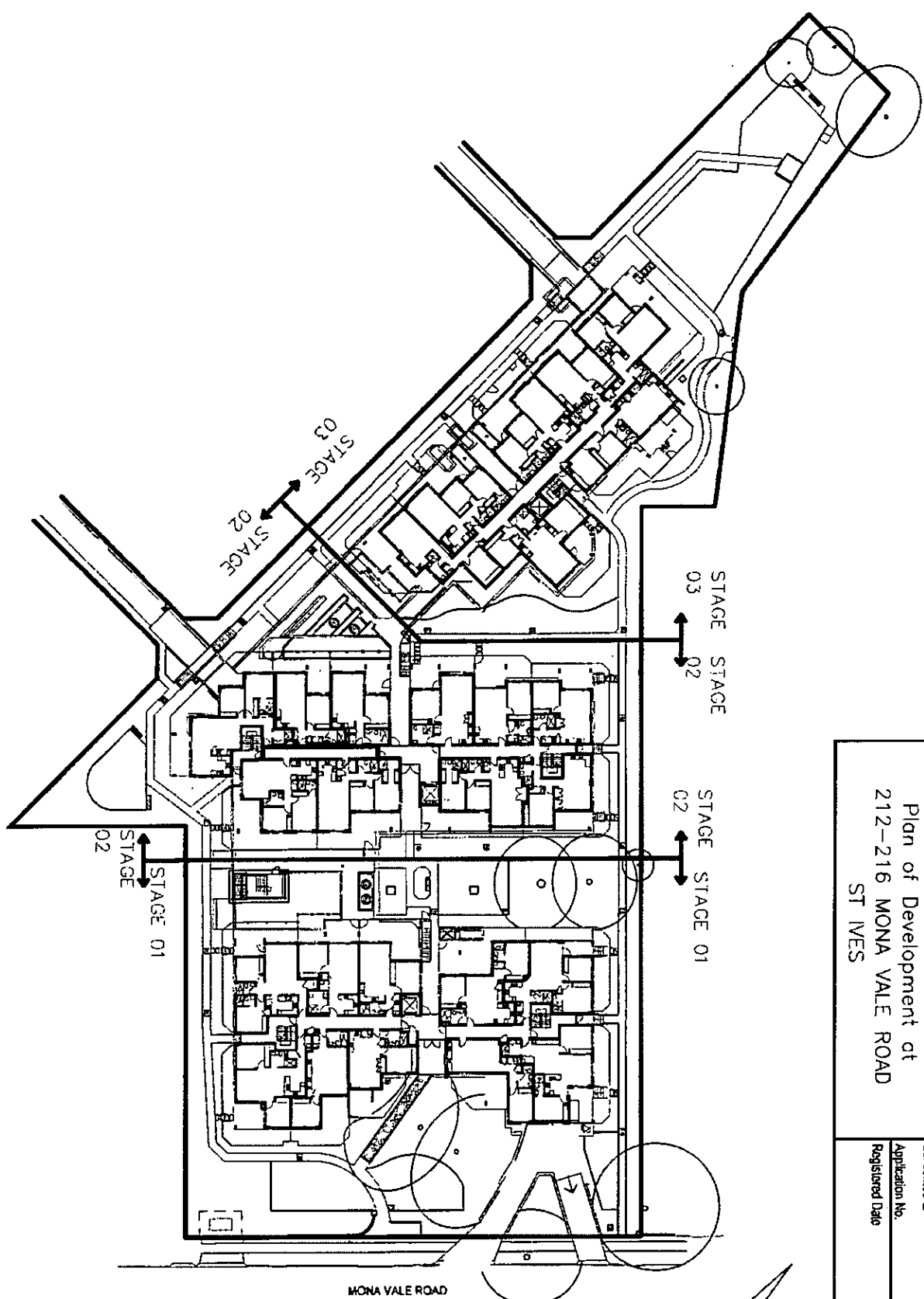
Sheet 17 of 23 sheets

UPPER BASEMENT



SP90543

GROUND FLOOR



Strata Development Contract  
**CONCEPT PLAN**  
 Plan of Development at  
 212-216 MONA VALE ROAD  
 ST IVES

ePlan	
SP 90543	
Consented to	
Application No.	
Registered Date	

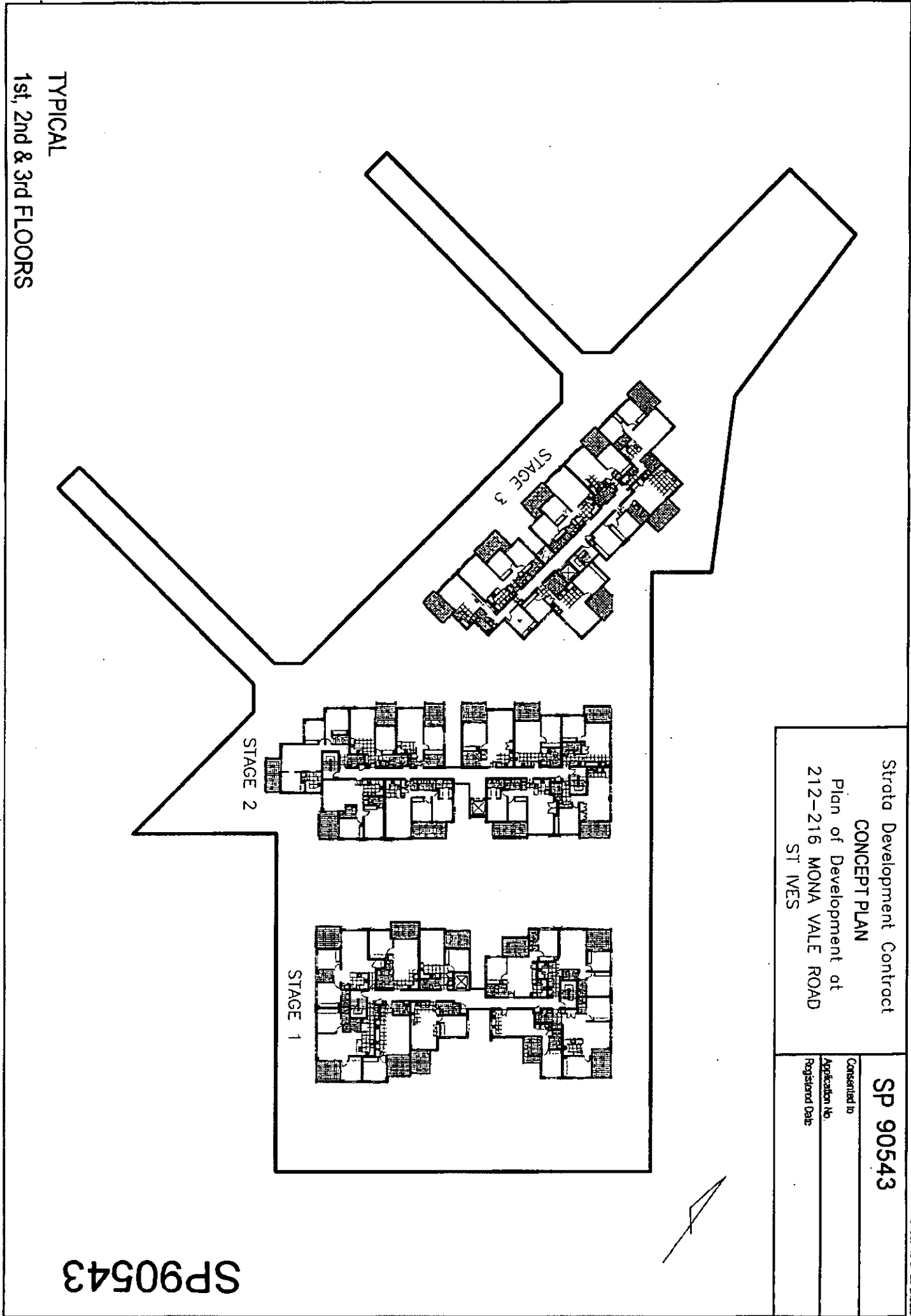
SP90543

Strata Development Contract  
**CONCEPT PLAN**  
Plan of Development at  
212-216 MONA VALE ROAD  
ST IVES

**SP 90543**  
Consented to  
Application No  
Registered Date

ePlan

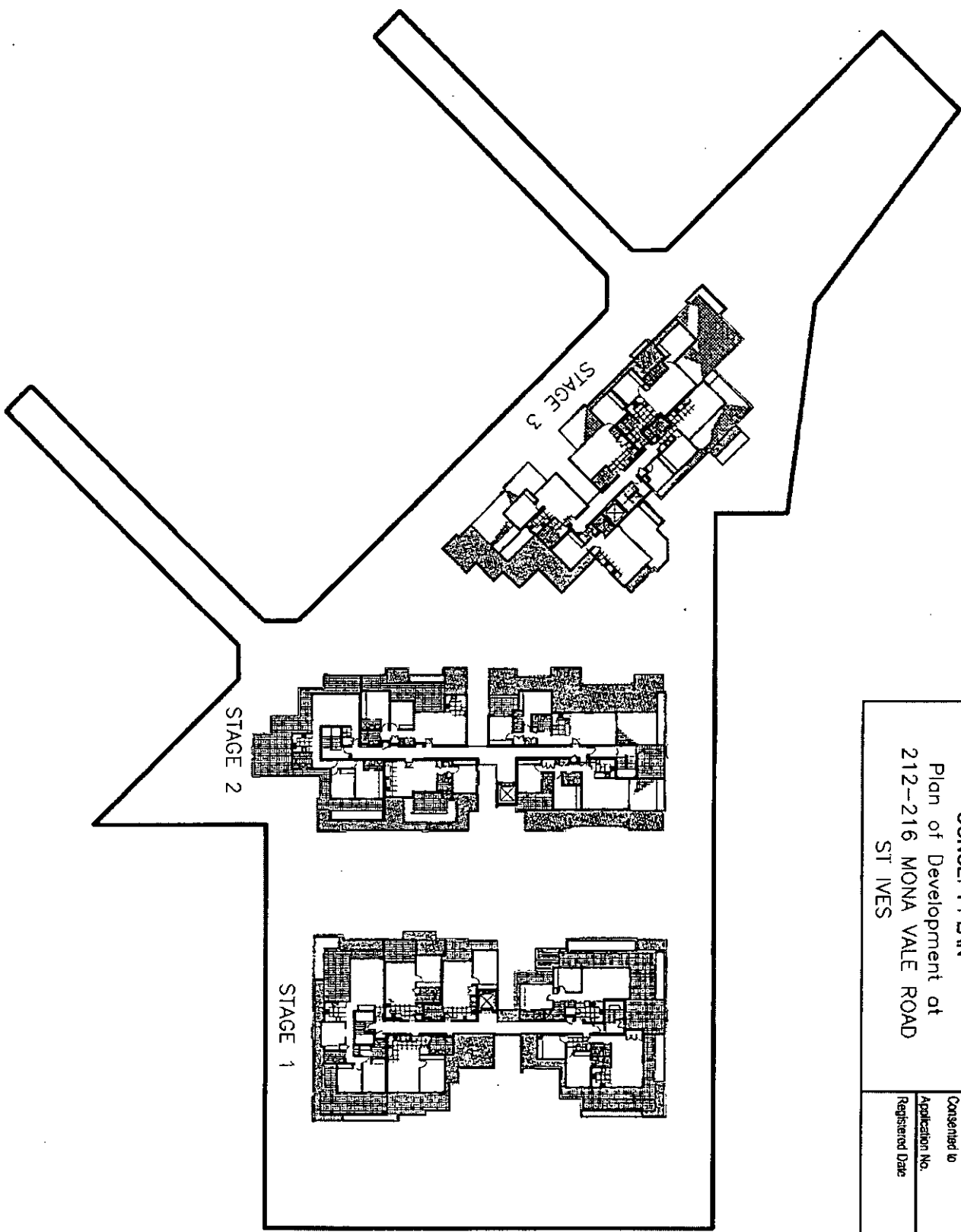
Sheet 19 of 23 sheets



TYPICAL  
1st, 2nd & 3rd FLOORS

SP90543

FOURTH FLOORS



Strata Development Contract  
**CONCEPT PLAN**  
Plan of Development at  
212-216 MONA VALE ROAD  
ST IVES

Consented to  
Application No.  
Registered Date

**SP 90543**

ePlan

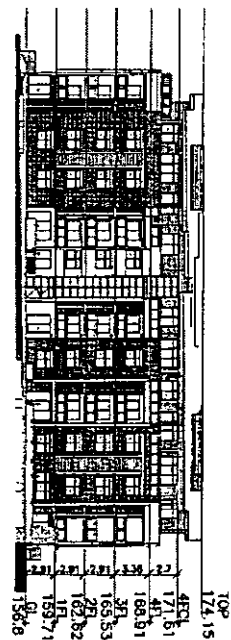
Sheet 20 of 23 sheets

SP90543

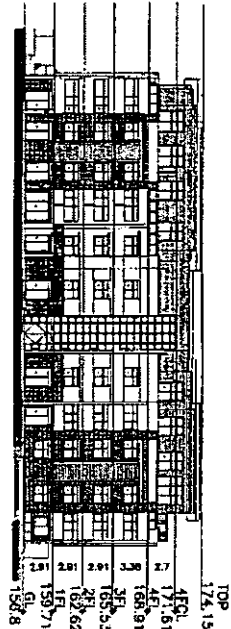
Strata Development Contract  
 CONCEPT PLAN  
 Plan of Development at  
 212-216 MONA VALE ROAD  
 ST IVES

SP 90543

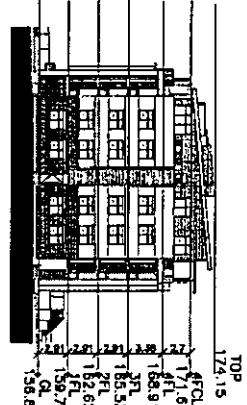
Consented to  
 Application No.  
 Registered Date



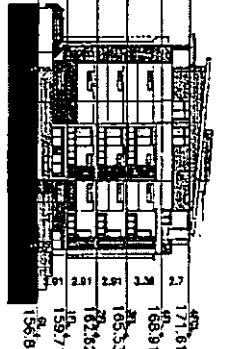
BLOCK A - NORTH WEST ELEVATION



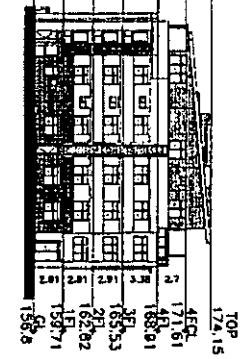
BLOCK A - SOUTH WEST ELEVATION



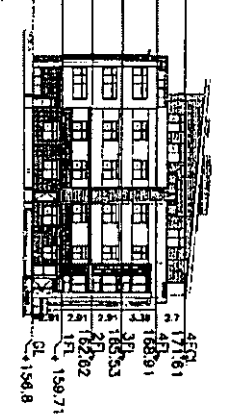
BLOCK B - NORTH EAST ELEVATION



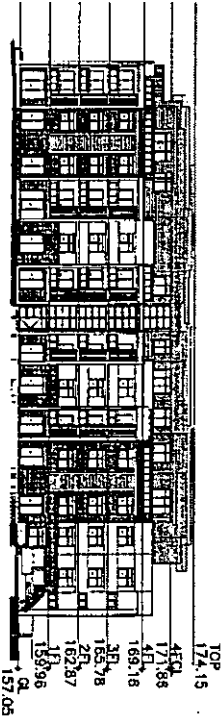
BLOCK B - SOUTH WEST ELEVATION



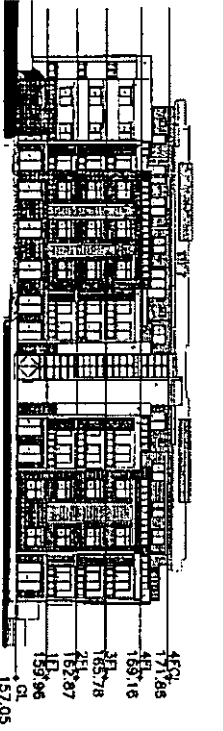
BLOCK A - SOUTH EAST ELEVATION



BLOCK A - NORTH EAST ELEVATION



BLOCK B - NORTH WEST ELEVATION



BLOCK B - SOUTH EAST ELEVATION

ELEVATIONS BUILDINGS A & B

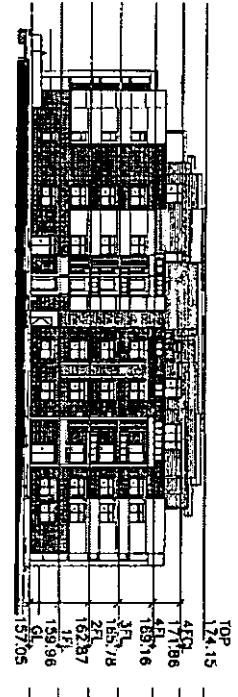
SP90543

Strata Development Contract  
**CONCEPT PLAN**  
 Plan of Development of  
 212-216 MONA VALE ROAD  
 ST IVES

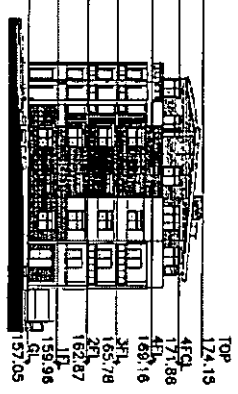
**SP 90543**

Consented to \_\_\_\_\_  
 Application No \_\_\_\_\_  
 Registered Date \_\_\_\_\_

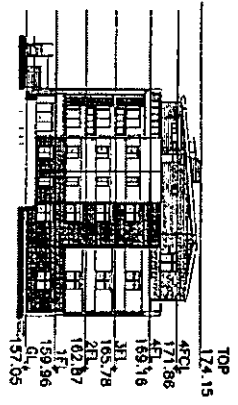
eplan



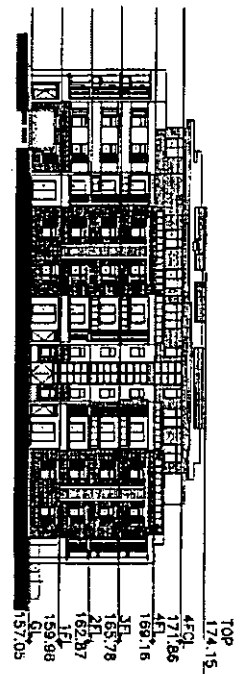
BLOCK C - EAST ELEVATION



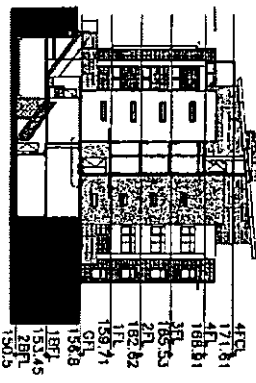
BLOCK C - NORTH ELEVATION



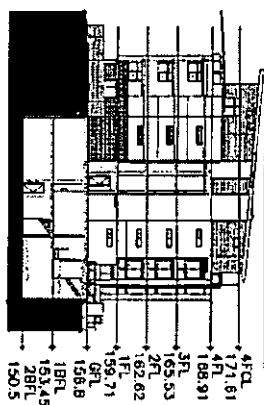
BLOCK C - SOUTH ELEVATION



BLOCK C - WEST ELEVATION



BLOCK A - BASEMENT



BLOCK A - BASEMENT

ELEVATIONS BUILDING A & C

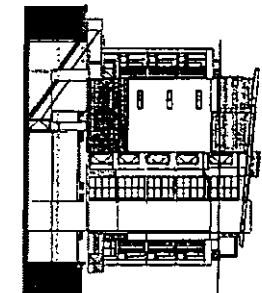
SP90543

Strata Development Contract  
**CONCEPT PLAN**  
 Plan of Development at  
 212-216 MONA VALE ROAD  
 ST IVES

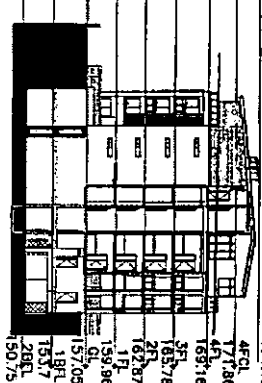
Consented to  
**SP 90543**  
 Application No.  
 Registered Date  
**2.12.2014**

ePlan

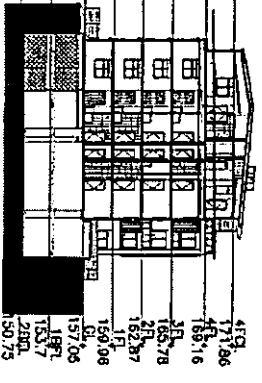
Sheet 23 of 23 sheets



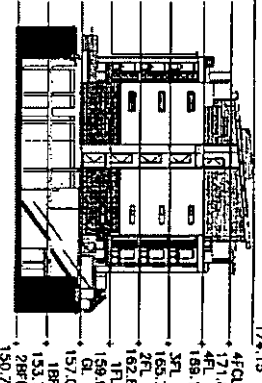
BLOCK B - BASEMENT



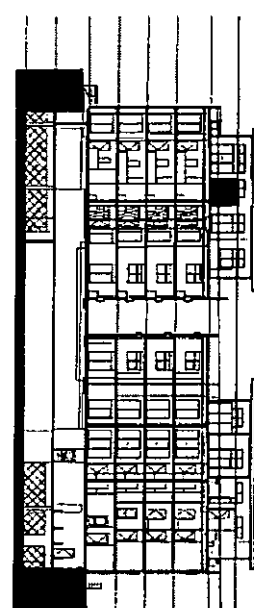
BLOCK C - BASEMENT



BLOCK C - BASEMENT



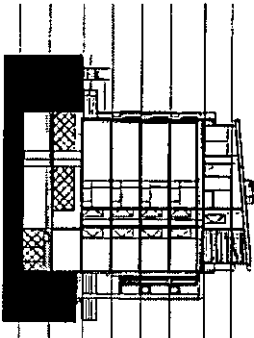
BLOCK B - BASEMENT



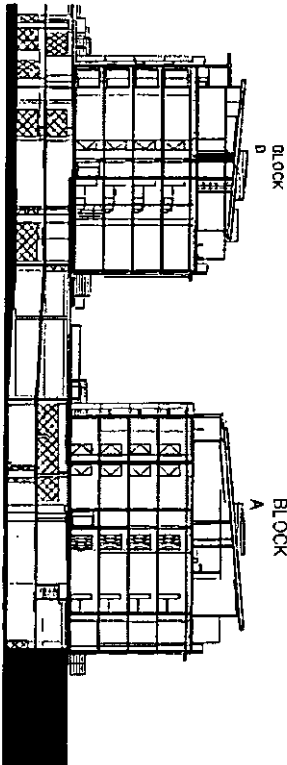
SECTION - BLOCK A



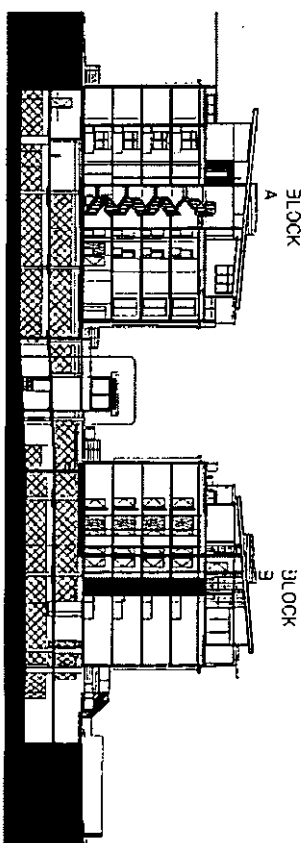
SECTION - BLOCK A



SECTION - BLOCK C



SECTION - BLOCK A & B



SECTION - BLOCK A & B

**SECTIONS**

TOP  
174.15  
4FCL 171.86  
4F1 163.16  
3F1 163.78  
2F1 162.87  
1F1 159.86  
CL 157.05  
1BFL 153.7  
2BFL 150.75

TOP  
174.15  
4FCL 171.86  
4F1 163.16  
3F1 163.78  
2F1 162.87  
1F1 159.86  
CL 157.05  
1BFL 153.7  
2BFL 150.75

TOP  
174.15  
4FCL 171.86  
4F1 163.16  
3F1 163.78  
2F1 162.87  
1F1 159.86  
CL 157.05  
1BFL 153.7  
2BFL 150.75

4FCL 171.81  
4F1 168.91  
3F1 165.53  
2F1 162.82  
1F1 159.71  
CL 156.8  
1BFL 153.45  
2BFL 150.5

4FCL 174.15  
4FCL 171.61  
4F1 168.91  
3F1 165.53  
2F1 162.82  
1F1 159.71  
CL 156.8  
1BFL 153.45  
2BFL 150.5

4FCL 171.86  
4F1 168.16  
3F1 165.78  
2F1 162.87  
1F1 158.98  
CL 157.05  
1BFL 153.7  
2BFL 150.75

SP90543

47 30 62

SP90543

# Annexure B

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818 Pacific Highway, Gordon NSW 2072  
Locked Bag 1056, Pymble NSW 2073  
T 02 9424 0000 F 02 9424 0001  
DX 8703 Gordon TTY 133 677  
E kmc@kmc.nsw.gov.au  
W www.kmc.nsw.gov.au  
ABN 86 408 856 411



Contact: Jonathan Goodwill

Ref: DA0126/14

5 June 2014

The Village Building Company Ltd  
PO Box 711  
ST IVES NSW 2075

Dear Sir/Madam

**NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION**  
SECTION 81(1)(A) ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

**Application No.:** DA0126/14  
**Proposed Development:** Staged strata subdivision of a residential flat building into 124 lots in 3 stages  
**Property:** 212-216 Mona Vale Road ST IVES NSW 2075

Pursuant to Section 81 of the Act, notice is given that the above Development Application has been determined by the granting of consent, subject to the conditions specified in this Notice.

**Date of determination:** 30/05/2014  
**Date from which consent operates:** 5/06/2014  
**Date consent lapses:** 6/06/2016

The conditions of consent are as follows:

**CONDITIONS THAT IDENTIFY APPROVED PLANS:**

**1. Approved architectural plans and documentation (new development)**

The development must be carried out in accordance with the following plans and documentation listed below and endorsed with Council's stamp, except where amended by other conditions of this consent:

Plan no.	Drawn by	Dated
Surveyors reference: 12056 (nine pages in total)	Hammond Smeallie & Co	25/09/2013
Surveyors reference: 12056 Stage 2 (eight pages in total)	Hammond Smeallie & Co	25/09/2013
Surveyors reference: 12056 Stage 3 (eight pages in total)	Hammond Smeallie & Co	25/09/2013

Document(s)	Dated
Strata development contract	undated

**Reason:** To ensure that the development is in accordance with the determination.

**CONDITIONS TO BE SATISFIED PRIOR TO THE ISSUE OF A SUBDIVISION CERTIFICATE:**

**2. Amendments to approved strata plans**

The approved strata plans for stage 3, listed below and endorsed with Council's stamp are to be amended in accordance with the requirements of this condition:

Plan no.	Drawn by	Dated
Surveyors reference: 12056 Stage 3 (eight pages in total)	Hammond Smeallie and Co	25/09/13

The above strata plans shall be amended in the following ways:

- a) Building C Ground Floor Plan: Courtyards adjoining Unit CG04, CG05, CG06 and CG07 are to be shown in accordance with approved plans DA 202 Revision DD

Prior to the issue of the Subdivision Certificate for stage 3, the Certifying Authority shall be satisfied that the strata plans have been amended as required by this condition.

**Note:** An amended strata plan shall be submitted to the Certifying Authority.

**Reason:** To ensure that the as-constructed development is consistent with the approval.

**3. Issue of Subdivision Certificate**

The Subdivision Certificate for each stage of the development must not be issued until all conditions of development consent applicable to that stage have been satisfied and an Occupation Certificate for that stage has been issued by the Principal Certifying Authority.

**Reason:** To ensure that each stage of the development is completed prior to subdivision occurring.

**4. Submission of certification of as-constructed development (strata)**

Prior to the issue of the Subdivision Certificate for each stage, the applicant is to submit a survey report and surveyor's certificate which confirms that

- (a) The floors, external walls and ceilings depicted in the proposed strata plan for the building correspond to those of the building as constructed;

- (b) The floors, external walls and ceilings of the building as constructed correspond to those depicted in the building plans that accompanied the construction certificate for the building; and
- (c) Any facilities required by the development consent for the building (such as parking spaces, terraces and courtyards) have been provided in accordance with those requirements.

**Reason:** To ensure that the as-constructed development is consistent with the approval.

## **5. Submission of plans of subdivision (strata)**

For issue of the subdivision certificate, the applicant shall submit an original plan of subdivision plus 6 copies suitable for endorsement by the consent authority. The following details **must** be submitted with the plan of subdivision and its copies, where Council is the consent authority:

- a) the endorsement fee current at the time of lodgement
- b) the 88B instrument plus 6 copies
- c) all surveyors and/or consulting engineers' certification(s) required under this subdivision consent.
- d) Proof of payment of S94 contributions.

All parking spaces and all areas of common property, including visitor car parking spaces and on-site detention facilities, which are to be common property, must be included on the final plans of strata subdivision. Where Council is the certifying authority, officers will check the consent conditions on the subdivision. Failure to submit the required information will delay endorsement of the linen plan and may require payment of re-checking fees.

**Plans (and copies) of subdivision must not be folded. Council will not accept bonds in lieu of completing subdivision works. If the certifying authority is not Council, then a copy of all of the above must be provided to Council.**

**Reason:** Statutory requirement.

### **Reason for conditions**

To safeguard the amenity of the locality.

### **Other approvals**

This consent does not include any other approvals granted under Section 78A(5) of the Environmental Planning and Assessment Act 1979.

### **Right of appeal**

If you are dissatisfied with this decision, Section 97 of the Environmental Planning and Assessment Act 1979 gives you the right to appeal to the Land and Environment Court within six (6) months of the date on which you receive this Notice.

## Advisings

- a) Council is always prepared to discuss its decisions and in this regard please do not hesitate to contact Jonathan Goodwill on telephone **9424 0000**.
- b) Section 82A of the Environmental Planning and Assessment Act 1979 provides that the applicant may request a review of the determination. The request must be made in writing on the S.82A Review application form (refer Council's website or customer service centre) within six (6) months of receipt of this Notice of Determination, together with payment of the appropriate fees. It is recommended that the applicant discuss any request for a review of determination with Council staff before lodging such a request. There is no right of review under S82A of the Act in respect of Designated, Integrated Development or applications determined by the Joint Regional Planning Panel.
- c) Changes to the external configuration of the building, changes to the site layout, density and unit configuration internal changes to the proposed building or any changes to the proposed operation of a use may require the submission of a modification application under Section 96 of the Environmental Planning and Assessment Act 1979. Any proposed modification to the development consent, must result in a development that is substantially the same development as that which was originally approved. It is recommended that the applicant discuss any request for a review of determination with Council staff before lodging such a request.
- d) Your attention is drawn to the necessity to:

Obtain a **Construction Certificate** under Section 109(1)(b) of the Environmental Planning and Assessment Act 1979 in respect of the development consent.

**An application for a Construction Certificate** may be lodged with Council. Alternatively you may apply to an accredited certifier.

*All building work must be carried out fully in accordance with the conditions of the development consent and it is an offence to carry out unauthorised building work that is not in accordance with the development consent.*

*An offence under the Environmental Planning and Assessment Act 1979 and Regulations is subject to a penalty up to \$110,000 and \$11,000, respectively.*

*Council may also serve a notice and an order to require the demolition/removal of unauthorised building work or to require the building to be erected fully in accordance with the development consent.*

*On the spot penalties will be imposed for works which are carried out in breach of this consent, or without consent.*

*A Section 96 application is required to be submitted to and approved by Council, prior to commencement of any variations from the approved plans and conditions of consent.*



---

Signature on behalf of consent authority

*per/*

Team Leader

Development Assessment

cc: Canberra Estates Consortium No 24 Pty Ltd (owner)  
c/- Maxim Services Pty Ltd  
Level 2, 59 Wentworth Avenue  
KINGSTON ACT 2604

# Annexure C

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17111464

Stage 1 Block A

**STRATA PLAN FORM 3 (PART 1) WARNING: Creasing or folding will lead to rejection**

<b>STRATA PLAN ADMINISTRATION SHEET</b>		Sheet 1 of 2 sheet(s)
<p>Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)</p> <p><b>The Owners – Strata Plan No 212-216 MONA VALE ROAD ST IVES</b></p> <p><b>This Plan contains a Development Contract Comprising     sheets</b></p> <p>The adopted by-laws for the scheme are:                      *A ..... Model By-laws.                      *together with, Keeping of animals: Option "A"/"B"/"C"                      *By-laws in ___ sheets filed with plan.                      * strike out whichever is inapplicable                      ^ Insert the type to be adopted (Clause 27 SSM Regulation 2010)</p> <p style="text-align: center;"><b>Strata Certificate (Approved Form 5)</b></p> <p>(1) *The Council of .....                      *The Accredited Certifier .....                      Accreditation No. ....                      has made the required inspections and is satisfied that the requirements of;                      *(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2007,                      *(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes(Leasehold Development) Regulation 2007,                      have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</p> <p>*(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.</p> <p>*(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.</p> <p>*(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.</p> <p>*(5) This approval is given on the condition that lot(s) ^ ..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date.....                      Subdivision No.....                      Relevant Development Consent No.....                      issued by .....</p> <p style="text-align: right;">.....                      Authorised Person /General Manager/Accredited Certifier</p> <p>* Strike through if inapplicable.                      ^ Insert lot numbers of proposed utility lots.</p>	<p style="text-align: right;">Office Use Only</p> <hr/> <p style="text-align: right;">Office Use Only</p> <p>Registered: Purpose:</p> <p style="text-align: center;"><b>PLAN OF SUBDIVISION OF LOT 100 in DP</b></p> <p>LGA:    <b>KU-RING-GAI</b>                      Locality: <b>ST IVES</b>                      Parish:  <b>GORDON</b>                      County: <b>CUMBERLAND</b></p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p style="text-align: center;"><b>KU-RING-GAI COUNCIL</b></p> <p style="text-align: center;">THIS IS THE PLAN/S REFERRED TO IN NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION</p> <p>No. <u>090126/14</u> DATE <u>30/05/14</u> <i>JM</i></p> </div> <p style="text-align: center;"><b>Surveyor's Certificate (Approved Form 3)</b></p> <p>I, .....</p> <p>of <b>HAMMOND SMEALLIE &amp; CO P/L</b>.....                      a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:</p> <p>(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;</p> <p>*(2) *(a) the building encroaches on a public place;                      *(b) the building encroaches on land (other than a public place), and an appropriate easement has been created by ^ ..... to permit the encroachment to remain.</p> <p>*(3) the survey information recorded in the accompanying location plan is accurate.</p> <p style="text-align: right;">Signature: .....                      Date: .....</p> <p>* Strike through if inapplicable.                      ^ Insert the Deposited Plan Number or Dealing Number of the Instrument that created the easement</p> <p style="text-align: center;"><b>SURVEYOR'S REFERENCE: 12056</b></p> <p style="text-align: center;">Use STRATA PLAN FORM 3A for additional certificates, signatures and seals</p>	

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

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 100 in  
DP

\*

Registered:

\*

Strata Certificate Details: Subdivision No:

Date:

**SCHEDULE OF UNIT ENTITLEMENT**

*(if insufficient space use additional annexure sheet)*

LOT	U/E	LOT	U/E	LOT	U/E	LOT	U/E
1		15		29		43	
2		16		30		44	
3		17		31		45	
4		18		32		46	
5		19		33		47	
6		20		34		48	
7		21		35		TOTAL	
8		22		36			
9		23		37			
10		24		38			
11		25		39			
12		26		40			
13		27		41			
14		28		42			

**WARNING STATEMENT REGARDING THE INITIAL SCHEDULE OF UNIT ENTITLEMENTS**

THE SCHEDULE OF UNIT ENTITLEMENTS MAY, ON COMPLETION OF THE STAGED STRATA DEVELOPMENT TO WHICH IT RELATES, BE REVISED IN ACCORDANCE WITH SECTION 28QAA OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

**KU-RING-GULL COUNCIL**  
 THIS IS THE PLAN REFERRED TO  
 IN NOTICE OF DETERMINATION OF  
 DEVELOPMENT APPLICATION  
 No. 090126/14  
 DATE 30/05/14 *JG*

SURVEYOR'S REFERENCE: 12056

\* OFFICE USE ONLY

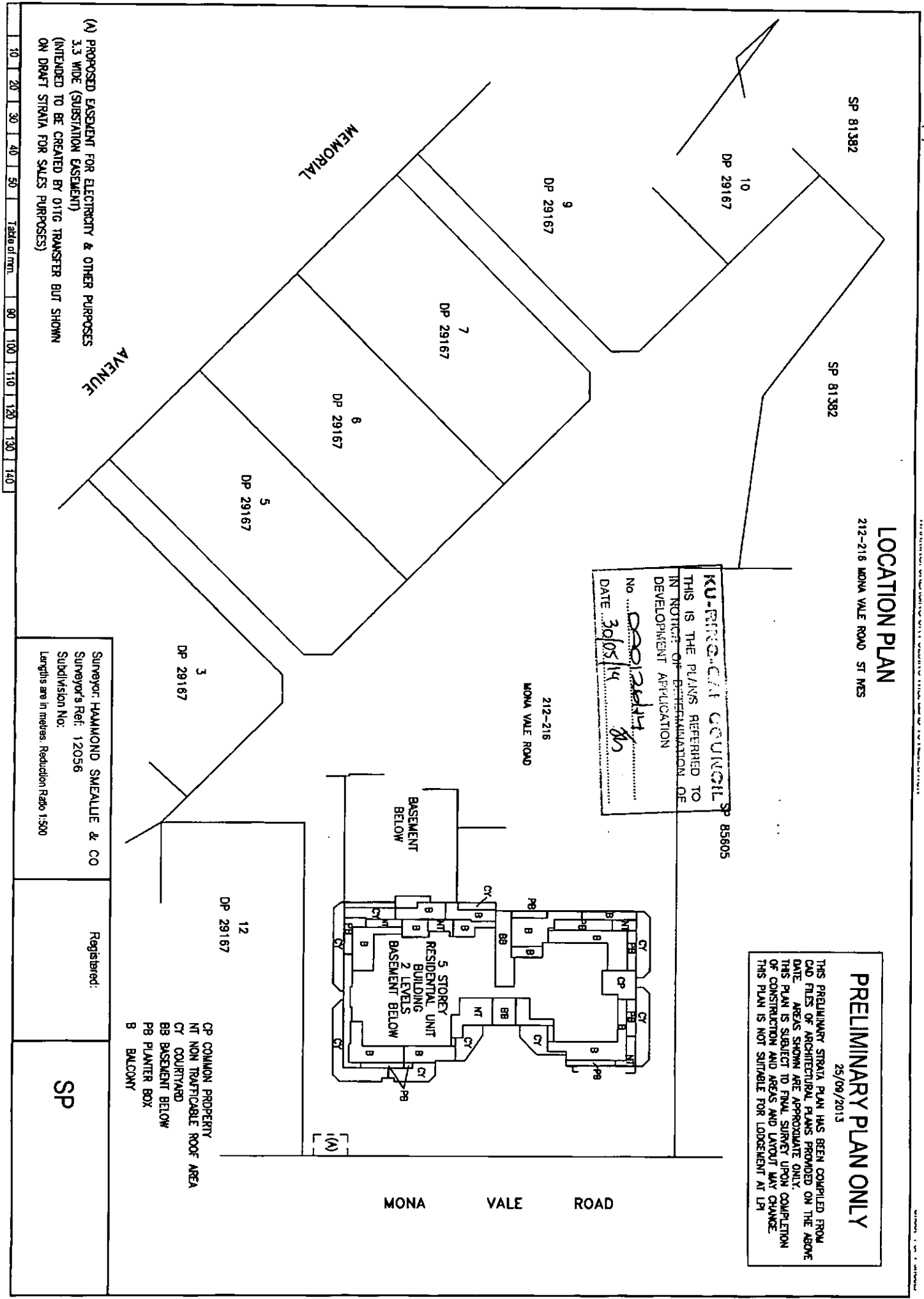
SP 81382

SP 81382

**LOCATION PLAN**  
 212-216 MONA VALE ROAD ST MES

**KU-RINGGAI COUNCIL**  
 THIS IS THE PLAN REFERRED TO  
 IN NOTICE OF DETERMINATION OF  
 DEVELOPMENT APPLICATION  
 No. 2012/244  
 DATE 30/05/14

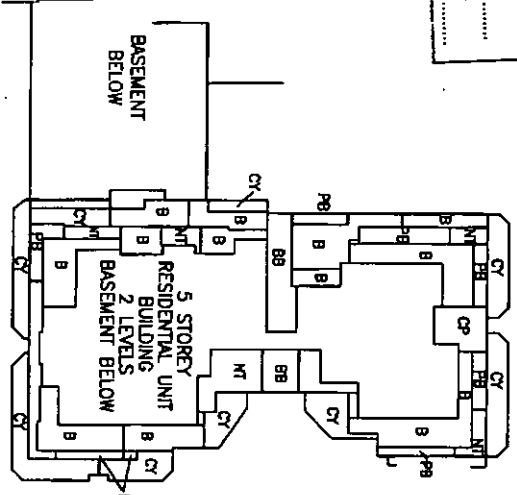
**PRELIMINARY PLAN ONLY**  
 25/09/2013  
 THIS PRELIMINARY STRATA PLAN HAS BEEN COMPILED FROM  
 CAD FILES OF ARCHITECTURAL PLANS PROVIDED ON THE ABOVE  
 DATE. AREAS SHOWN ARE APPROXIMATE ONLY.  
 THIS PLAN IS SUBJECT TO FINAL SURVEY UPON COMPLETION  
 OF CONSTRUCTION AND AREAS AND LAYOUT MAY CHANGE.  
 THIS PLAN IS NOT SUITABLE FOR LODGEMENT AT L1



(A) PROPOSED EASEMENT FOR ELECTRICITY & OTHER PURPOSES  
 3.3 M WIDE (SUBSTATION EASEMENT)  
 (INTENDED TO BE CREATED BY 0116 TRANSFER BUT SHOWN  
 ON DRAFT STRATA FOR SALES PURPOSES)

AVENUE

212-216  
 MONA VALE ROAD



MONA VALE ROAD

CP COMMON PROPERTY  
 NT NON TRAFFICABLE ROOF AREA  
 CY COURTYARD  
 BB BASEMENT BELOW  
 PB PLANTER BOX  
 B BALCONY

Surveyor: HAMMOND SMAILLE & CO  
 Surveyor's Ref: 12056  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio 1:500

Registered:

SP

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

**PRELIMINARY PLAN ONLY**  
 25/09/2013

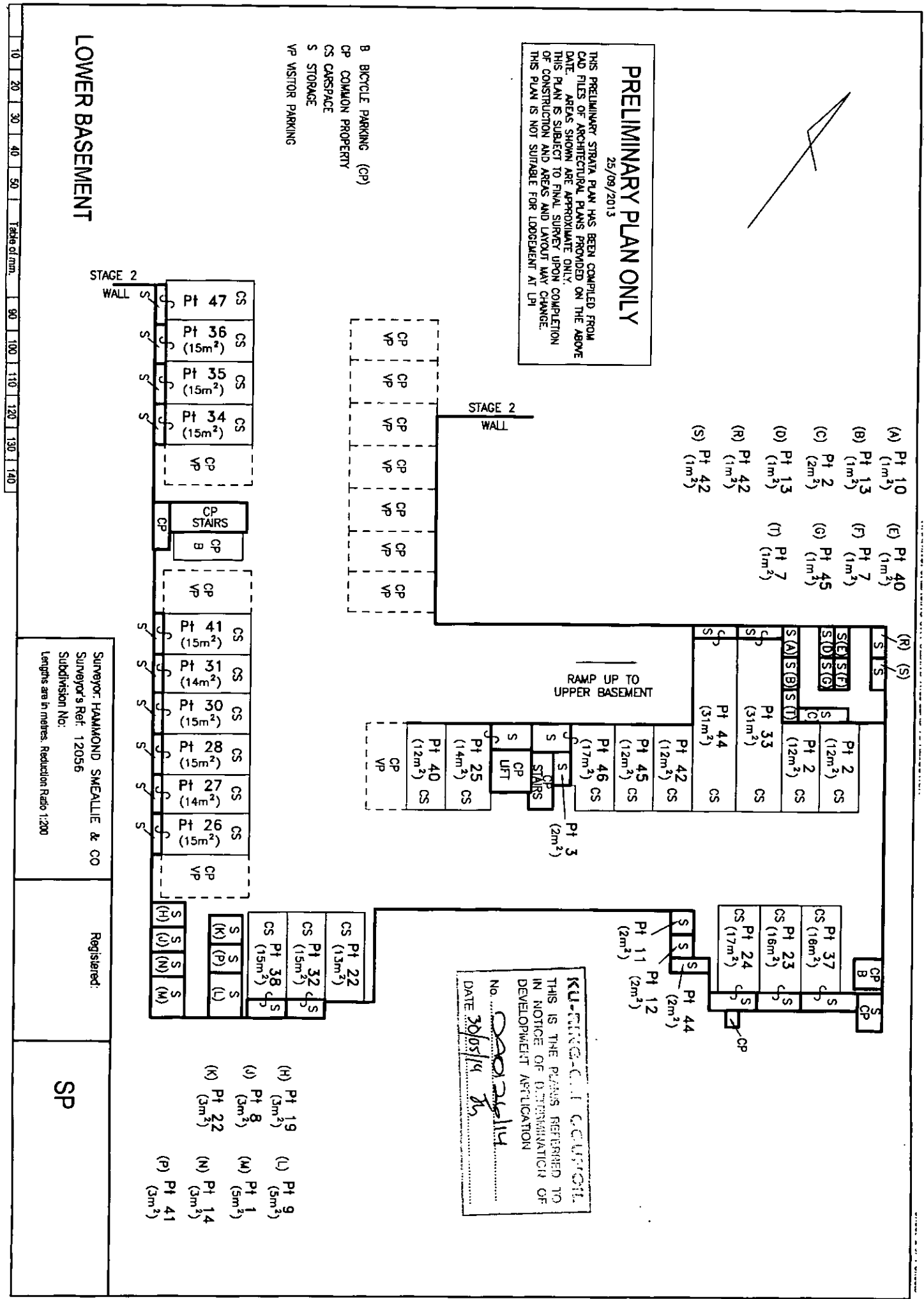
THIS PRELIMINARY STRATA PLAN HAS BEEN COMPILED FROM CAD FILES OF ARCHITECTURAL PLANS PROVIDED ON THE ABOVE DATE. AREAS SHOWN ARE APPROXIMATE ONLY. THIS PLAN IS SUBJECT TO FINAL SURVEY UPON COMPLETION OF CONSTRUCTION AND AREAS AND LAYOUT MAY CHANGE. THIS PLAN IS NOT SUITABLE FOR LODGEMENT AT L1



- B BICYCLE PARKING (CP)
- CP COMMON PROPERTY
- CS CARSPACE
- S STORAGE
- VP VISITOR PARKING

- (A) Pt 10 (1m<sup>2</sup>)
- (B) Pt 13 (1m<sup>2</sup>)
- (C) Pt 2 (2m<sup>2</sup>)
- (D) Pt 13 (1m<sup>2</sup>)
- (R) Pt 42 (1m<sup>2</sup>)
- (S) Pt 42 (1m<sup>2</sup>)
- (E) Pt 40 (1m<sup>2</sup>)
- (F) Pt 7 (1m<sup>2</sup>)
- (G) Pt 45 (1m<sup>2</sup>)
- (I) Pt 7 (1m<sup>2</sup>)

**LOWER BASEMENT**



**KU-STING-CI CONSULTANTS**

THIS IS THE PLAN REFERRED TO IN NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION

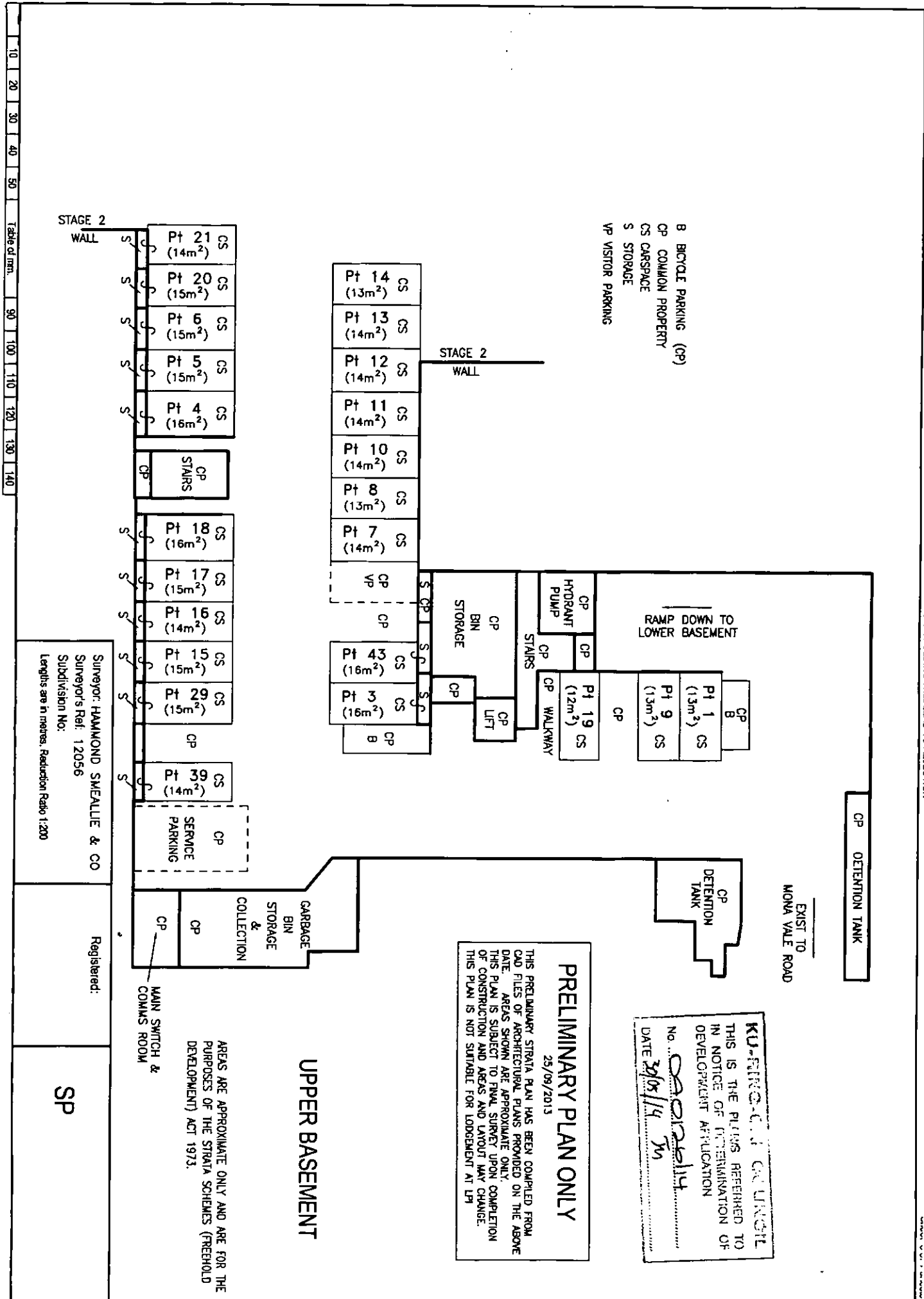
No. 2013/14  
 DATE 30/05/14

- (H) Pt 19 (3m<sup>2</sup>)
- (I) Pt 8 (3m<sup>2</sup>)
- (K) Pt 22 (3m<sup>2</sup>)
- (L) Pt 9 (5m<sup>2</sup>)
- (M) Pt 1 (5m<sup>2</sup>)
- (N) Pt 14 (3m<sup>2</sup>)
- (P) Pt 41 (3m<sup>2</sup>)

Surveyor: HAMMOND SMCALLIE & CO  
 Surveyor's Ref: 12056  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio 1:200

Registered:

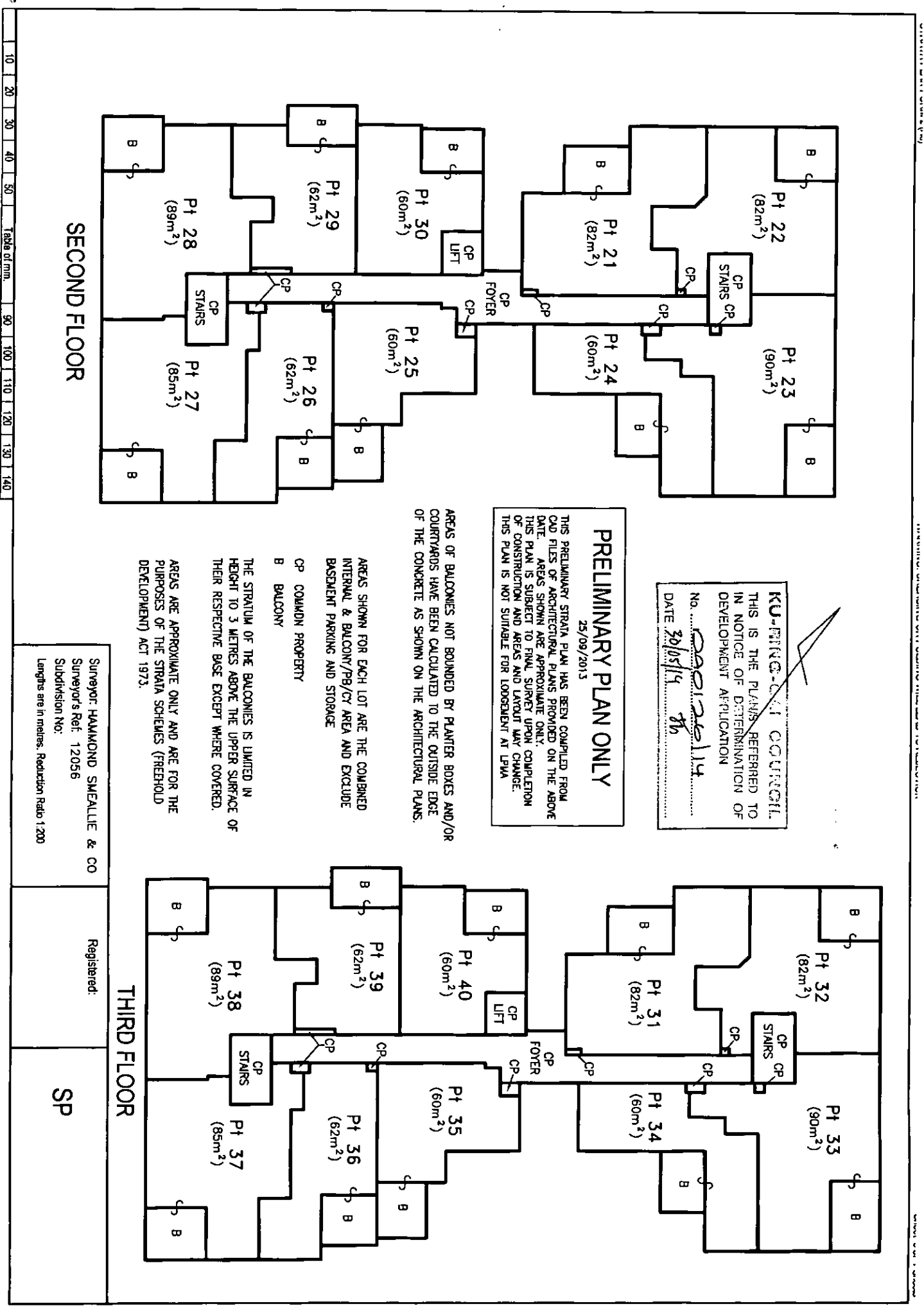
SP



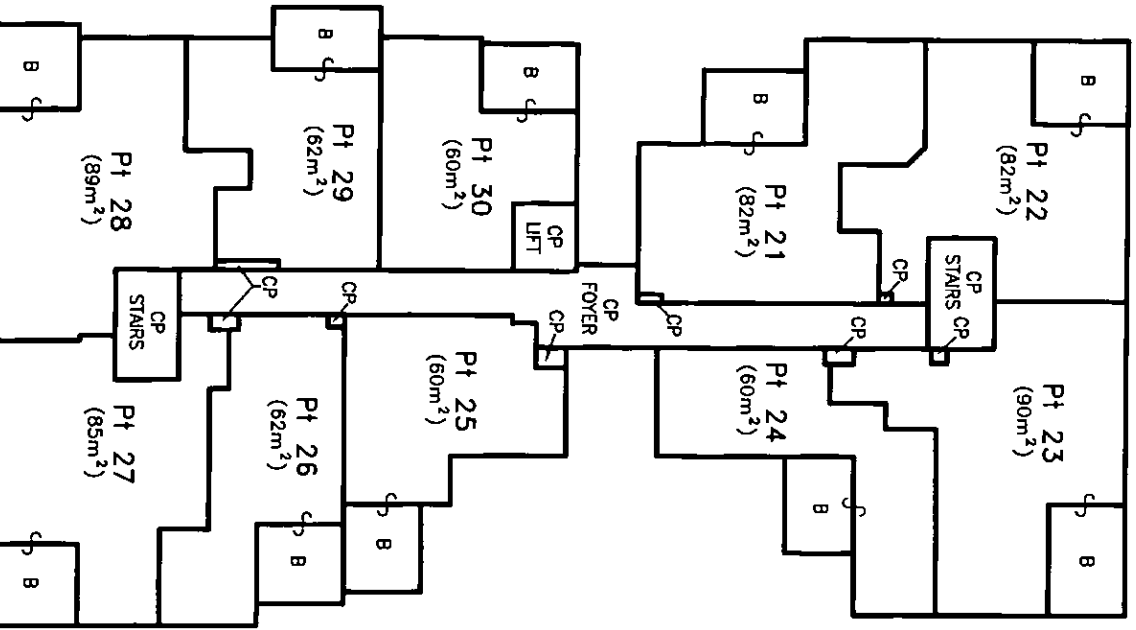
**KU-SING-GUO CONSULT**  
 THIS IS THE PLING REFERRED TO IN NOTICE OF INTENTION OF DEVELOPMENT APPLICATION  
 No. *2014*  
 DATE *29/08/14* *30*

**PRELIMINARY PLAN ONLY**  
 25/09/2013  
 THIS PRELIMINARY STRATA PLAN HAS BEEN COMPILED FROM CAD FILES OF ARCHITECTURAL PLANS PROVIDED ON THE ABOVE DATE. AREAS SHOWN ARE APPROXIMATE ONLY. THIS PLAN IS SUBJECT TO FINAL SURVEY UPON COMPLETION OF CONSTRUCTION AND AREAS AND LAYOUT MAY CHANGE. THIS PLAN IS NOT SUITABLE FOR LODGEMENT AT LPI





**SECOND FLOOR**



**PRELIMINARY PLAN ONLY**

25/09/2013  
 THIS PRELIMINARY STRATA PLAN HAS BEEN COMPILED FROM CAD FILES OF ARCHITECTURAL PLANS PROVIDED ON THE ABOVE DATE. AREAS SHOWN ARE APPROXIMATE ONLY; THIS PLAN IS SUBJECT TO FINAL SURVEY UPON COMPLETION OF CONSTRUCTION AND AREAS AND LAYOUT MAY CHANGE. THIS PLAN IS NOT SUITABLE FOR LOOSEMENT AT LPMA.

**KU-RING-GAI COUNCIL**  
 THIS IS THE PLANNING REFERRED TO IN NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION  
 No. 200126114  
 DATE 20/05/14 th

AREAS OF BALCONIES NOT BOUNDED BY PLANTER BOXES AND/OR COURTYARDS HAVE BEEN CALCULATED TO THE OUTSIDE EDGE OF THE CONCRETE AS SHOWN ON THE ARCHITECTURAL PLANS.

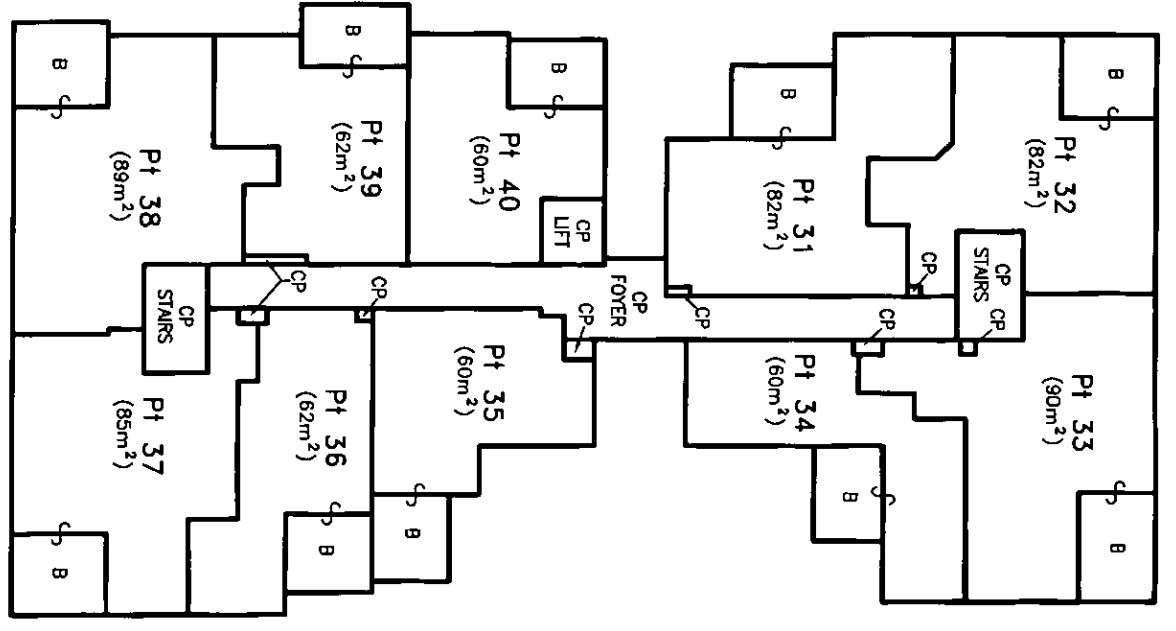
AREAS SHOWN FOR EACH LOT ARE THE COMBINED INTERNAL & BALCONY/PB/CY AREA AND EXCLUDE BASEMENT PARKING AND STORAGE

CP COMMON PROPERTY  
 B BALCONY

THE STRUTUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE EXCEPT WHERE COVERED.

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

**THIRD FLOOR**

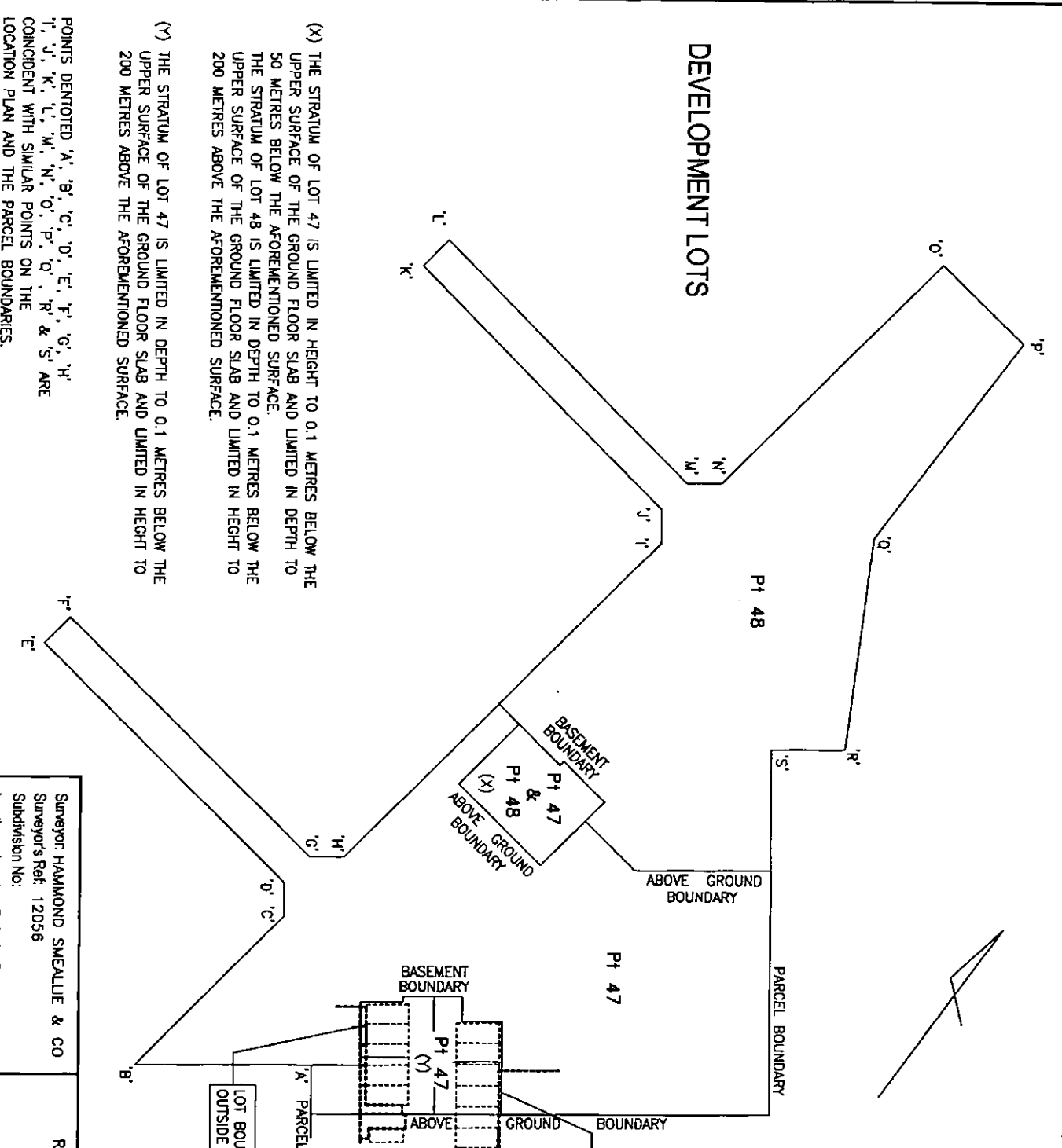


Surveyor: **HAMMOND SMAILLIE & CO**  
 Surveyor's Ref: 12056  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio 1:200

Registered:

**SP**

DEVELOPMENT LOTS



- (X) THE STRATUM OF LOT 47 IS LIMITED IN HEIGHT TO 0.1 METRES BELOW THE UPPER SURFACE OF THE GROUND FLOOR SLAB AND LIMITED IN DEPTH TO 50 METRES BELOW THE AFOREMENTIONED SURFACE.  
 THE STRATUM OF LOT 48 IS LIMITED IN DEPTH TO 0.1 METRES BELOW THE UPPER SURFACE OF THE GROUND FLOOR SLAB AND LIMITED IN HEIGHT TO 200 METRES ABOVE THE AFOREMENTIONED SURFACE.
- (Y) THE STRATUM OF LOT 47 IS LIMITED IN DEPTH TO 0.1 METRES BELOW THE UPPER SURFACE OF THE GROUND FLOOR SLAB AND LIMITED IN HEIGHT TO 200 METRES ABOVE THE AFOREMENTIONED SURFACE.

POINTS DENTOTED 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M', 'N', 'O', 'P', 'R', 'S', 'U', 'V', 'W', 'X', 'Y' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE PARCEL BOUNDARIES.

10	20	30	40	50	60	70	80	90	100	110	120	130	140
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----

Table of mm.

**PRELIMINARY PLAN ONLY**  
 25/09/2013  
 THIS PRELIMINARY STRATA PLAN HAS BEEN COMPILED FROM CAD FILES OF ARCHITECTURAL PLANS PROVIDED ON THE ABOVE DATE. AREAS SHOWN ARE APPROXIMATE ONLY. THIS PLAN IS SUBJECT TO FINAL SURVEY UPON COMPLETION OF CONSTRUCTION AND AREAS AND LAYOUT MAY CHANGE. THIS PLAN IS NOT SUITABLE FOR LODGEMENT AT LPI

**KU-FINANCIAL CONSULTANTS**  
 THIS IS THE PLANS REFERRED TO IN NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION  
 No. 2009/114  
 DATE 30/05/14 76

LOT BOUNDARY IS ON OUTSIDE OF BASEMENT WALL

LOT BOUNDARY IS ON OUTSIDE OF BASEMENT WALL

Surveyor: **HAMMOND SWEALUE & CO**  
 Surveyor's Ref: 12056  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio 1:500

Registered:

**SP**

**STRATA PLAN FORM 3 (PART 1) WARNING: Creasing or folding will lead to rejection**

<b>STRATA PLAN ADMINISTRATION SHEET</b>		Sheet 1 of 2 sheet(s)
<p>Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)</p> <p><b>The Owners - Strata Plan No 212-216 MONA VALE ROAD ST IVES</b></p>	Office Use Only	
<p>The adopted by-laws for the scheme are:</p> <p>*A ..... Model By-laws. *together with, Keeping of animals: Option *A/*B/*C</p> <p>*By-laws in _____ sheets filed with plan.</p> <p>* strike out whichever is inapplicable</p> <p>^ Insert the type to be adopted (Clause 27 SSM Regulation 2010)</p>	<p>Registered: _____</p> <p>Purpose: _____</p>	
<p><b>Strata Certificate (Approved Form 5)</b></p> <p>(1) *The Council of _____</p> <p>*The Accredited Certifier _____</p> <p>Accreditation No. _____</p> <p>has made the required inspections and is satisfied that the requirements of:</p> <p>*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2007,</p> <p>*(b) Section 68 or 68A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes(Leasehold Development) Regulation 2007,</p> <p>have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</p> <p>*(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.</p> <p>*(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.</p> <p>*(4) The building encroaches on a public place and;</p> <p>*(a) The Council does not object to the encroachment of the building beyond the alignment of _____</p> <p>*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.</p> <p>*(5) This approval is given on the condition that lot(s) ^ ..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date: _____</p> <p>Subdivision No. _____</p> <p>Relevant Development Consent No. _____</p> <p>issued by _____</p> <p style="text-align: center;">_____ Authorised Person /General Manager/Accredited Certifier</p> <p>* Strike through if inapplicable.</p> <p>^ Insert lot numbers of proposed utility lots.</p>	<p><b>PLAN OF SUBDIVISION OF LOT 47 in SP</b></p> <div style="border: 1px solid black; padding: 5px; margin: 5px;"> <p style="text-align: center;"><b>KU-RING-GAI COUNCIL</b></p> <p style="text-align: center;">THIS IS THE PLAN REFERRED TO IN NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION</p> <p>No. <u>09026/14</u></p> <p>DATE <u>30/05/14</u> <i>TW</i></p> </div> <p>LGA: <b>KU-RING-GAI</b></p> <p>Locality: <b>ST IVES</b></p> <p>Parish: <b>GORDON</b></p> <p>County: <b>CUMBERLAND</b></p>	
<p><b>Surveyor's Certificate (Approved Form 3)</b></p> <p>I, _____</p> <p>of <b>HAMMOND SMEALLIE &amp; CO PTY</b> _____</p> <p>a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:</p> <p>(1) Each applicable requirement of</p> <ul style="list-style-type: none"> <li>* Schedule 1A of the Strata Schemes (Freehold Development) Act 1973</li> <li>* Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986</li> </ul> <p>has been met;</p> <p>*(2) *(a) the building encroaches on a public place;</p> <p>*(b) the building encroaches on land (other than a public place), and an appropriate easement has been created by ^ ..... to permit the encroachment to remain.</p> <p>*(3) the survey information recorded in the accompanying location plan is accurate.</p> <p style="text-align: right;">Signature: _____</p> <p style="text-align: right;">Date: _____</p> <p>* Strike through if inapplicable.</p> <p>^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement</p>	<p style="text-align: center;"><b>SURVEYOR'S REFERENCE: 12056 STAGE 2</b></p> <p style="text-align: center;">Use STRATA PLAN FORM 3A for additional certificates, signatures and seals</p>	

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

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 47 in  
SP

Registered:

~~KU-RING-GH-GOING~~  
 THIS IS THE PLAN/S REFERRED TO  
 IN NOTICE OF DETERMINATION OF  
 DEVELOPMENT APPLICATION

Strata Certificate Details: Subdivision No:

Date:

No. PA012614  
 DATE 30/05/14 76

**SCHEDULE OF UNIT ENTITLEMENT**  
*(If insufficient space use additional annexure sheet)*

LOT	U/E	LOT	U/E	LOT	U/E	LOT	U/E
49		63		77		91	
50		64		78		92	
51		65		79		93	
52		66		80		94	
53		67		81		TOTAL	
54		68		82			
55		69		83			
56		70		84			
57		71		85			
58		72		86			
59		73		87			
60		74		88			
61		75		89			
62		76		90			

**DOOR NUMBERING**

LOT	DOOR	LOT	DOOR	LOT	DOOR	LOT	DOOR
49	47	62	60	75	73	88	86
50	48	63	61	76	74	89	87
51	49	64	62	77	75	90	88
52	50	65	63	78	76	91	89
53	51	66	64	79	77	92	90
54	52	67	65	80	78	93	91
55	53	68	66	81	79		
56	54	69	67	82	80		
57	55	70	68	83	81		
58	56	71	69	84	82		
59	57	72	70	85	83		
60	58	73	71	86	84		
61	59	74	72	87	85		

SURVEYOR'S REFERENCE: 12056 STAGE 2

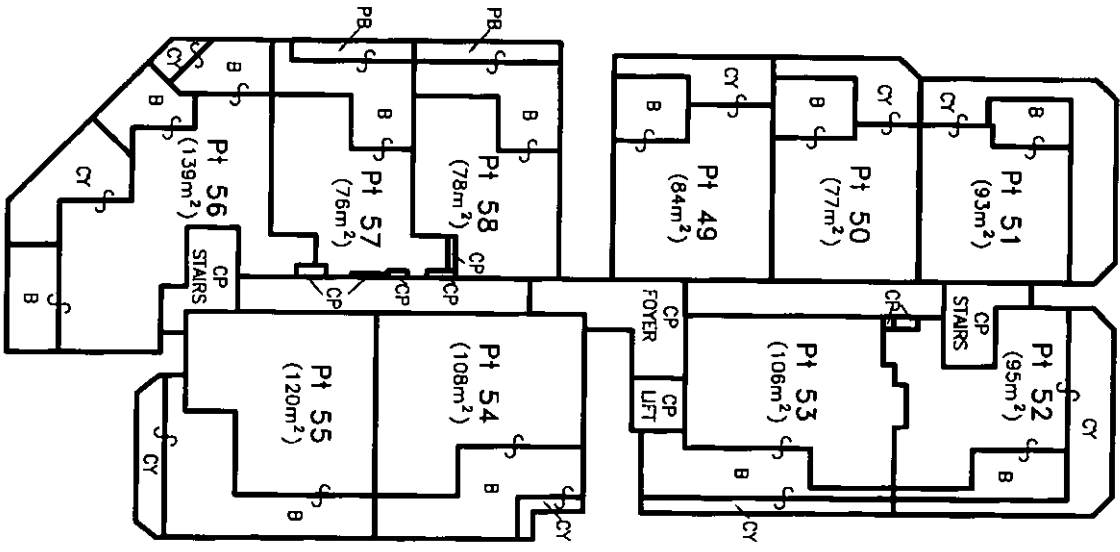
\* OFFICE USE ONLY







GROUND FLOOR



PRELIMINARY PLAN ONLY

16/10/2013  
 THIS PRELIMINARY STRATA PLAN HAS BEEN COMPILED FROM CAD FILES OF ARCHITECTURAL PLANS PROVIDED ON THE ABOVE DATE. AREAS SHOWN ARE APPROXIMATE ONLY. THIS PLAN IS SUBJECT TO FINAL SURVEY UPON COMPLETION OF CONSTRUCTION AND AREAS AND LAYOUT MAY CHANGE. THIS PLAN IS NOT SUITABLE FOR LODGEMENT AT LPI

AREAS OF BALCONIES NOT BOUNDED BY PLANTER BOXES AND/OR COURTYARDS HAVE BEEN CALCULATED TO THE OUTSIDE EDGE OF THE CONCRETE AS SHOWN ON THE ARCHITECTURAL PLANS.

AREAS SHOWN FOR EACH LOT ARE THE COMBINED INTERNAL & BALCONY/PB/CY AREA AND EXCLUDE BASEMENT PARKING AND STORAGE

- CY COURTYARD
- CP COMMON PROPERTY
- PB PLANTER BOX
- B BALCONY

THE STRATUM OF THE PLANTER BOXES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE EXCEPT WHERE COVERED.

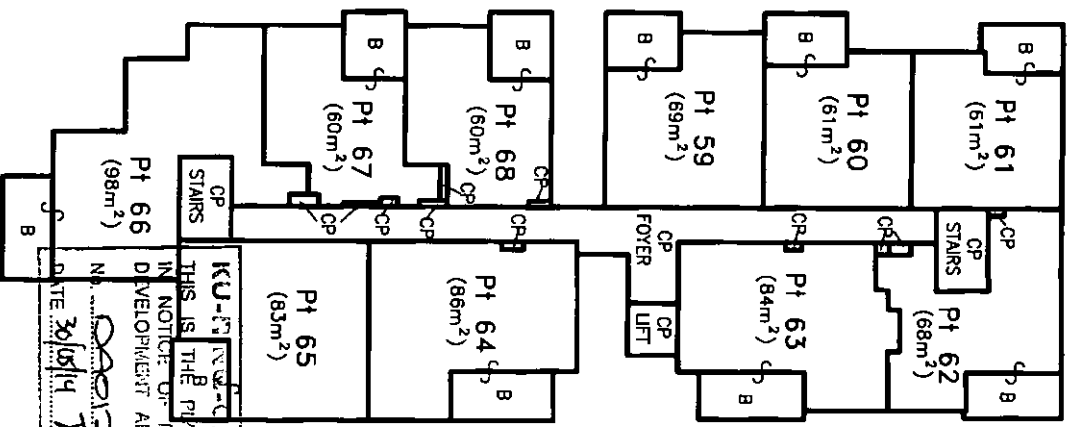
THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE EXCEPT WHERE COVERED.

THE STRATUM OF THE COURTYARDS IS LIMITED IN DEPTH TO 3 METRES BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF THEIR RESPECTIVE UNIT EXCEPT WHERE THERE IS A CONCRETE BASE AND IN HEIGHT TO 3 METRES ABOVE THE AFOREMENTIONED SURFACE EXCEPT WHERE COVERED.

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

Surveyor: HAMMOND SMCALLIE & CO  
 Surveyor's Ref: 12056 STAGE 2  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio 1:250

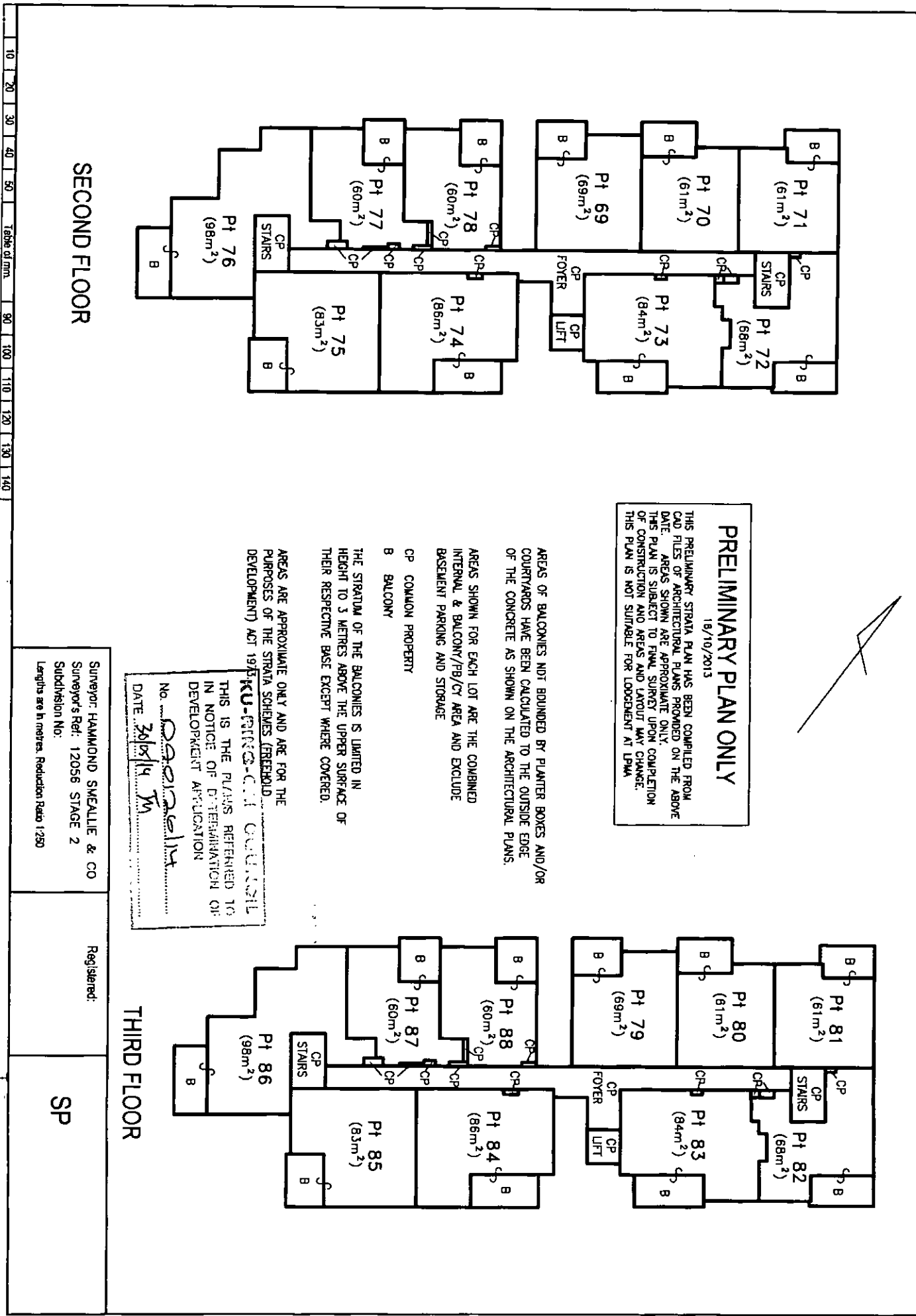
FIRST FLOOR



IN NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION  
 DATE 30/05/14 To  
 [Signature]

SP

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



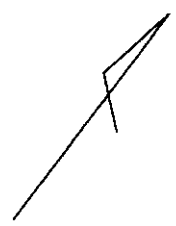
SECOND FLOOR

THIRD FLOOR

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

**PRELIMINARY PLAN ONLY**

18/10/2013  
 THIS PRELIMINARY STRATA PLAN HAS BEEN COMPILED FROM CAD FILES OF ARCHITECTURAL PLANS PROVIDED ON THE ABOVE DATE. AREAS SHOWN ARE APPROXIMATE ONLY. THIS PLAN IS SUBJECT TO FINAL SURVEY UPON COMPLETION OF CONSTRUCTION AND AREAS AND LAYOUT MAY CHANGE. THIS PLAN IS NOT SUITABLE FOR LODGEMENT AT LPM.



AREAS OF BALCONIES NOT BOUNDED BY PLANTER BOXES AND/OR COURTYARDS HAVE BEEN CALCULATED TO THE OUTSIDE EDGE OF THE CONCRETE AS SHOWN ON THE ARCHITECTURAL PLANS.

AREAS SHOWN FOR EACH LOT ARE THE COMBINED INTERNAL & BALCONY/PB/CP AREA AND EXCLUDE BASEMENT PARKING AND STORAGE

CP COMMON PROPERTY  
 B BALCONY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE ONLY AND ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1975.

**KU-RING-GAI COUNCIL**  
 THIS IS THE PLANS REFERENCED TO IN NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION  
 No. 2013/14  
 DATE 30/01/14 M

Surveyor: HAMMOND SWEALIE & CO  
 Surveyor's Ref: 12056 STAGE 2  
 Subdivision No:  
 Lengths are in metres, Reduction Ratio 1:250

Registered:  
 SP

**PRELIMINARY PLAN ONLY**  
 16/10/2013  
 THIS PRELIMINARY STRATA PLAN HAS BEEN COMPILED FROM CAD FILES OF ARCHITECTURAL PLANS PROVIDED ON THE ABOVE DATE. AREAS SHOWN ARE APPROXIMATE ONLY. THIS PLAN IS SUBJECT TO FINAL SURVEY UPON COMPLETION OF CONSTRUCTION AND AREAS AND LAYOUT MAY CHANGE. THIS PLAN IS NOT SUITABLE FOR LODGEMENT AT LPI



AREAS OF BALCONIES NOT BOUNDED BY PLANTER BOXES AND/OR COURTYARDS HAVE BEEN CALCULATED TO THE OUTSIDE EDGE OF THE CONCRETE AS SHOWN ON THE ARCHITECTURAL PLANS.

- CP COMMON PROPERTY
- PB PLANTER BOX
- B BALCONY

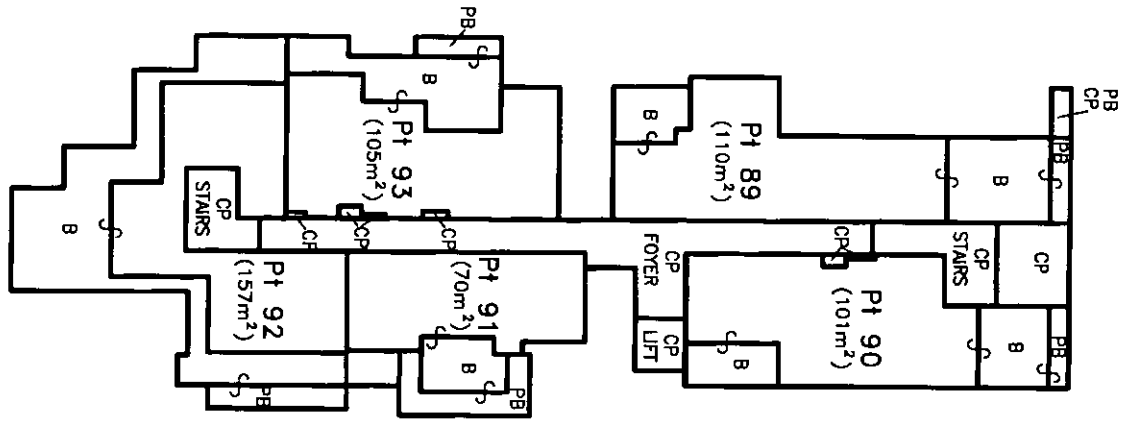
**KU-RING-GAI COUNCIL**  
 THIS IS THE PLANS REFERRED TO IN NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION  
 No. 000126114  
 DATE 30/05/14 IN

AREAS SHOWN FOR EACH LOT ARE THE COMBINED INTERNAL & BALCONY/PB/CY AREA AND EXCLUDE BASEMENT PARKING AND STORAGE

THE STRATUM OF THE PLANTER BOXES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE EXCEPT WHERE COVERED.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE EXCEPT WHERE COVERED.

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



**FOURTH FLOOR**



Surveyor: **HAMMOND SWEALUE & CO**  
 Surveyor's Ref: 12056 STAGE 2  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio 1:250

Registered:

**SP**

Stage 3 Block C

**STRATA PLAN FORM 3 (PART 1) WARNING: Creasing or folding will lead to rejection**

<b>STRATA PLAN ADMINISTRATION SHEET</b>		Sheet 1 of 2 sheet(s)
<p>Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)</p> <p><b>The Owners – Strata Plan No 212-216 MONA VALE ROAD ST IVES</b></p>	Office Use Only	
<p>The adopted by-laws for the scheme are:</p> <p>*A ..... Model By-laws. together with, Keeping of animals: Option *A*/B*/C *By-laws in _____ sheets filed with plan. * strike out whichever is inapplicable * Insert the type to be adopted (Clause 27 SSM Regulation 2010)</p>	Office Use Only	
<p><b>Strata Certificate (Approved Form 5)</b></p> <p>(1) *The Council of ..... *The Accredited Certifier ..... Accreditation No. .... has made the required inspections and is satisfied that the requirements of, *(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2007, *(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes(Leasehold Development) Regulation 2007, have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate. *(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with. *(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates. *(4) The building encroaches on a public place and; *(a) The Council does not object to the encroachment of the building beyond the alignment of ..... *(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment. *(5) This approval is given on the condition that lot(s) <sup>A</sup>..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date .....</p> <p>Subdivision No. ....</p> <p>Relevant Development Consent No. ....</p> <p>issued by .....</p> <p style="text-align: right;">..... Authorised Person /General Manager/Accredited Certifier</p> <p>* Strike through if inapplicable. * Insert lot numbers of proposed utility lots.</p>	<p><b>PLAN OF SUBDIVISION OF LOT 48 in SP &amp; LOT 94 in SP</b></p>	
<p>LGA: <b>KU-RING-GAI</b> Locality: <b>ST IVES</b> Parish: <b>GORDON</b> County: <b>CUMBERLAND</b></p>	<p><b>Surveyor's Certificate (Approved Form 3)</b></p> <p>I, ..... of <b>HAMMOND SMEALLIE &amp; CO P/L</b>..... a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:</p> <p>(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 <sup>A</sup>..... to permit the encroachment to remain. *(3) the survey information recorded in the accompanying location plan is accurate.</p> <p style="text-align: right;">Signature: ..... Date: .....</p> <p>* Strike through if inapplicable. * Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement</p>	
<p><b>SURVEYOR'S REFERENCE: 12056 STAGE 3</b></p>		
<p>Use STRATA PLAN FORM 3A for additional certificates, signatures and seals</p>		

**KU-RING-GAI COUNCIL**  
 THIS IS THE PLANS REFERRED TO  
 IN NOTICE OF CERTIFICATION OF  
 DEVELOPMENT APPLICATION  
 No. DA012614  
 DATE 30/05/14 *Jh*

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

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 2 of 2 sheet(s)

**PLAN OF SUBDIVISION OF LOT 48 in SP & LOT 94 in SP**

**Registered:**

**KU-RING-GAL COURTYARD**  
 THIS IS THE PLANS REFERRED TO IN NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION  
 No. 0292614  
 DATE 30/05/14 JA

Strata Certificate Details: Subdivision No:

Date:

\* OFFICE USE ONLY

**SCHEDULE OF UNIT ENTITLEMENT**  
*(If insufficient space use additional annexure sheet)*

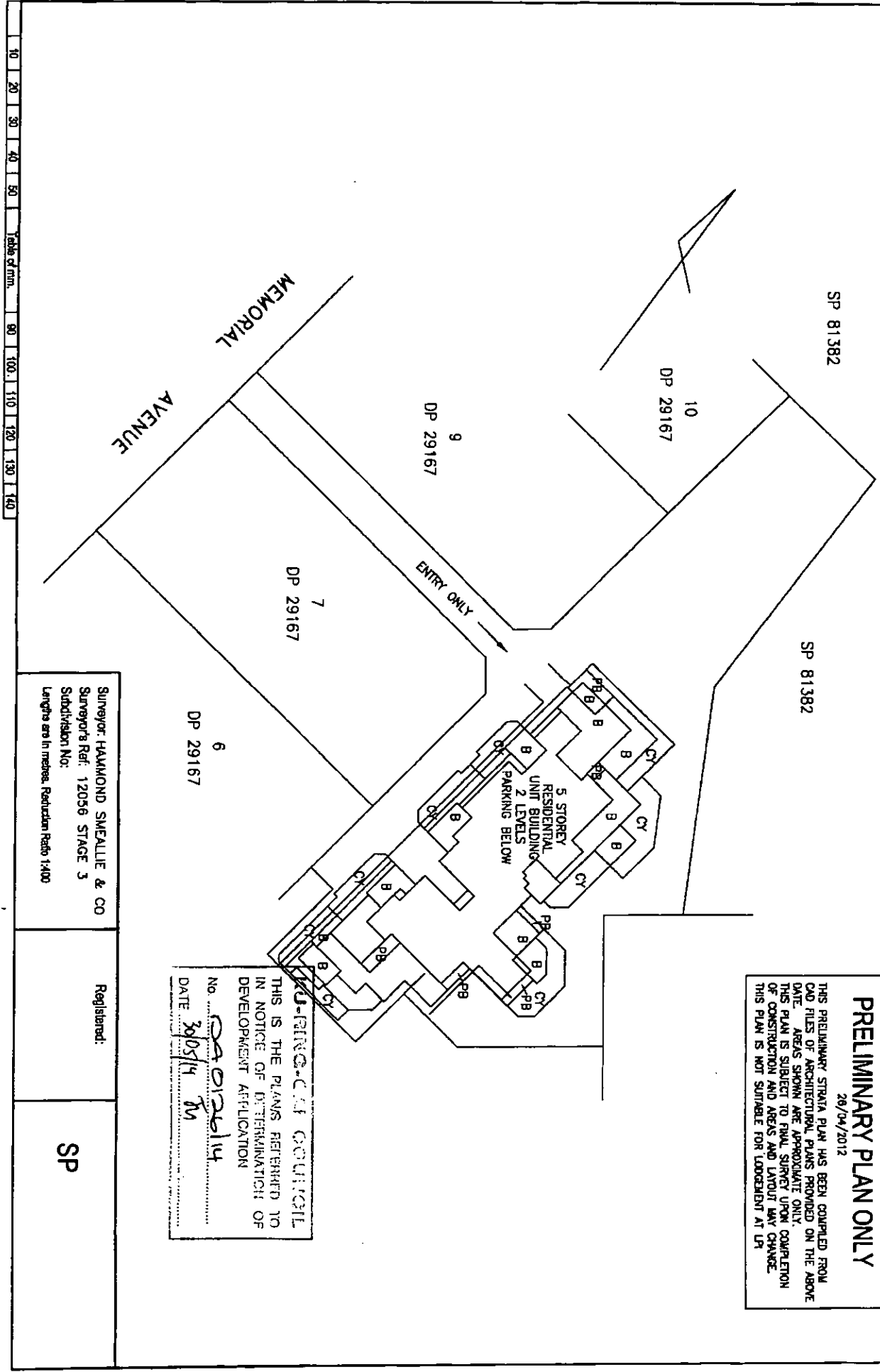
LOT	U/E	LOT	U/E	LOT	U/E	LOT	U/E
95		109		123			
96		110		124			
97		111		125			
98		112		126			
99		113		127			
100		114		TOTAL			
101		115					
102		116					
103		117					
104		118					
105		119					
106		120					
107		121					
108		122					

**DOOR NUMBERING**

LOT	DOOR	LOT	DOOR	LOT	DOOR	LOT	DOOR
95	92	108	105	121	118		
96	93	109	106	122	119		
97	94	110	107	123	120		
98	95	111	108	124	121		
99	96	112	109	125	122		
100	97	113	110	126	123		
101	98	114	111	127	124		
102	99	115	112				
103	100	116	113				
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105	102	118	115				
106	103	119	116				
107	104	120	117				

SURVEYOR'S REFERENCE: 12056 STAGE 3

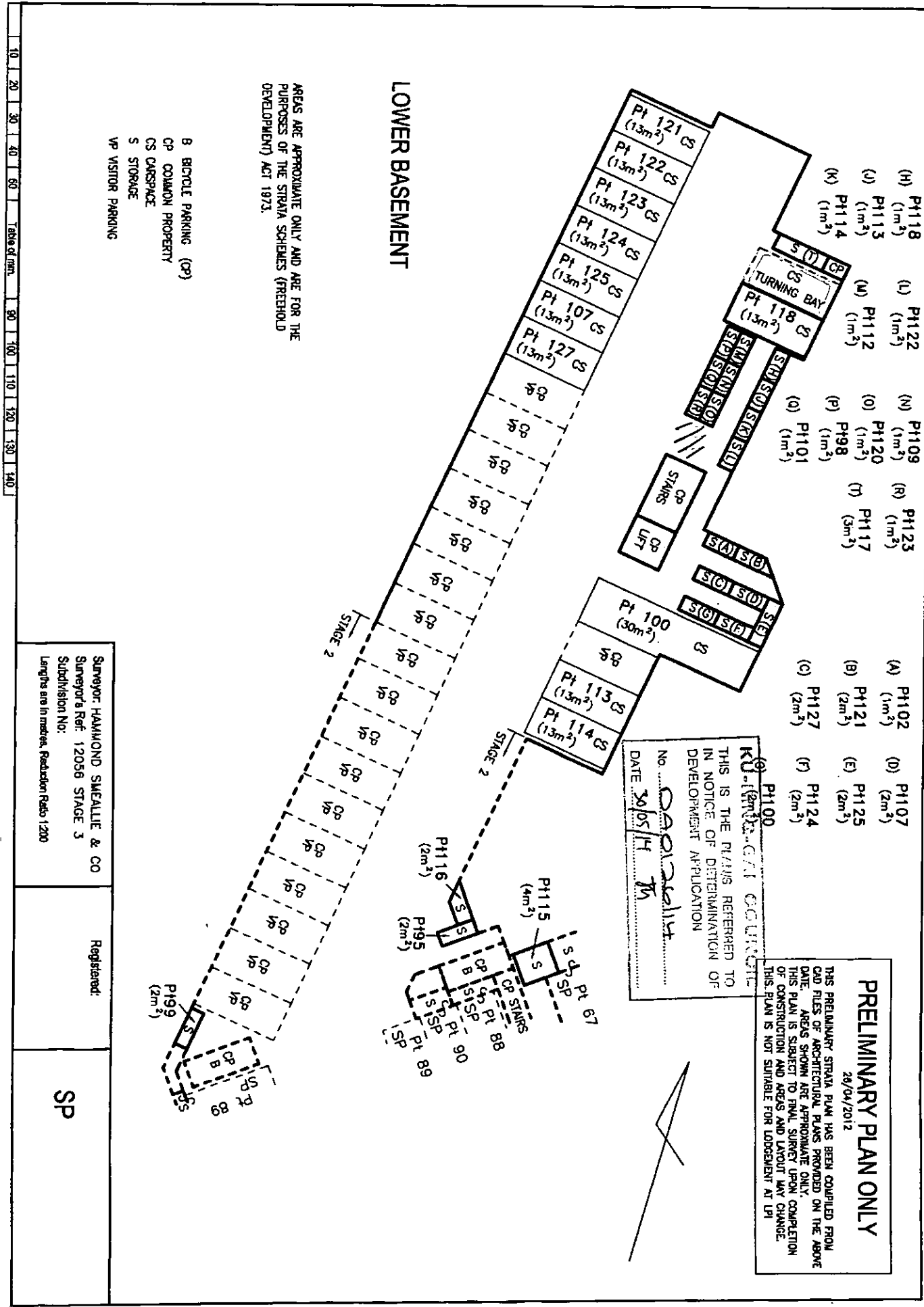
**LOCATION PLAN**  
 212-218 ROMA VALE ROAD ST NCS



**PRELIMINARY PLAN ONLY**  
 20/04/2012  
 THIS PRELIMINARY STRATA PLAN HAS BEEN COMPILED FROM CAD FILES OF ARCHITECTURAL PLANS PROVIDED ON THE ABOVE DATE. AREAS SHOWN ARE APPROXIMATE ONLY. THIS PLAN IS SUBJECT TO FINAL SURVEY UPON COMPLETION OF CONSTRUCTION AND AREAS AND LAYOUT MAY CHANGE. THIS PLAN IS NOT SUITABLE FOR LODGEMENT AT LT

**MEMORANDUM OF COUNCIL**  
 THIS IS THE PLANS REFERRED TO IN NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION  
 No. 2012/14  
 DATE 30/05/14 IN

Surveyor: HAMMOND SWEALLIE & CO Surveyor's Ref: 12056 STAGE 3 Subdivision No: Lengths are in metres. Reduction Ratio 1:400	Registered:	SP
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AREAS ARE APPROXIMATE ONLY AND ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREESHOLD DEVELOPMENT) ACT 1973.

**LOWER BASEMENT**

B BICYCLE PARKING (CP)  
 CP COMMON PROPERTY  
 CS CARSPACE  
 S STORAGE  
 VP VISITOR PARKING

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

Surveyor: HAMMOND SWICALLIE & CO  
 Surveyor's Ref: 12056 STAGE 3  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio 1:200

Registered:

SP

No. DAVID SWICALLIE  
 DATE 30/05/14 MS

THIS IS THE PLANS REFERRED TO IN NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION

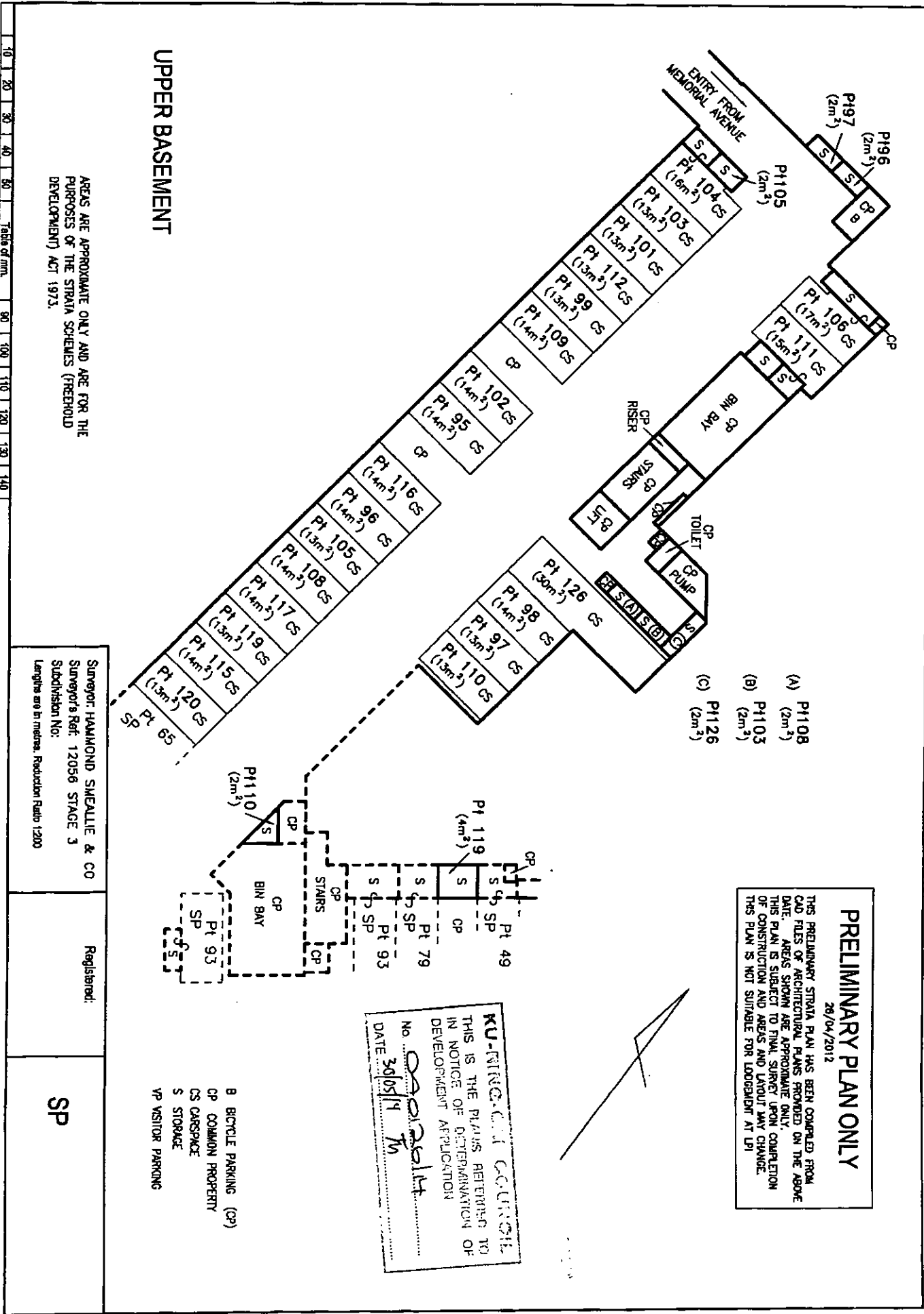
**PRELIMINARY PLAN ONLY**  
 26/04/2012

THIS PRELIMINARY STRATA PLAN HAS BEEN COMPILED FROM CAD FILES OF ARCHITECTURAL PLANS PROVIDED ON THE ABOVE DATE. AREAS SHOWN ARE APPROXIMATE ONLY. THIS PLAN IS SUBJECT TO FINAL SURVEY UPON COMPLETION OF CONSTRUCTION AND AREAS AND LAYOUT MAY CHANGE. THIS PLAN IS NOT SUITABLE FOR LODGEMENT AT LPI

STRATA PLAN FORM 2(A9)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 3 of 8 sheets



**PRELIMINARY PLAN ONLY**  
 28/04/2012  
 THIS PRELIMINARY STRATA PLAN HAS BEEN COMPILED FROM CAD FILES OF ARCHITECTURAL PLANS PROVIDED ON THE ABOVE DATE. AREAS SHOWN ARE APPROXIMATE ONLY. THIS PLAN IS SUBJECT TO FINAL SURVEY UPON COMPLETION OF CONSTRUCTION AND AREAS AND LAYOUT MAY CHANGE. THIS PLAN IS NOT SUITABLE FOR LODGEMENT AT LPI

**KU-RINGGAIL COUNCIL**  
 THIS IS THE PLANS RETURNED TO IN NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION  
 No. 2020/14  
 DATE 30/05/14 M

- B BICYCLE PARKING (CP)
- CP COMMON PROPERTY
- CS CARSPACE
- S STORAGE
- VP VISITOR PARKING

**UPPER BASEMENT**

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

Surveyor: HAMMOND SMICALLIE & CO  
 Surveyor's Ref: 12056 STAGE 3  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio 1:200

Registered:

SP

**PRELIMINARY PLAN ONLY**

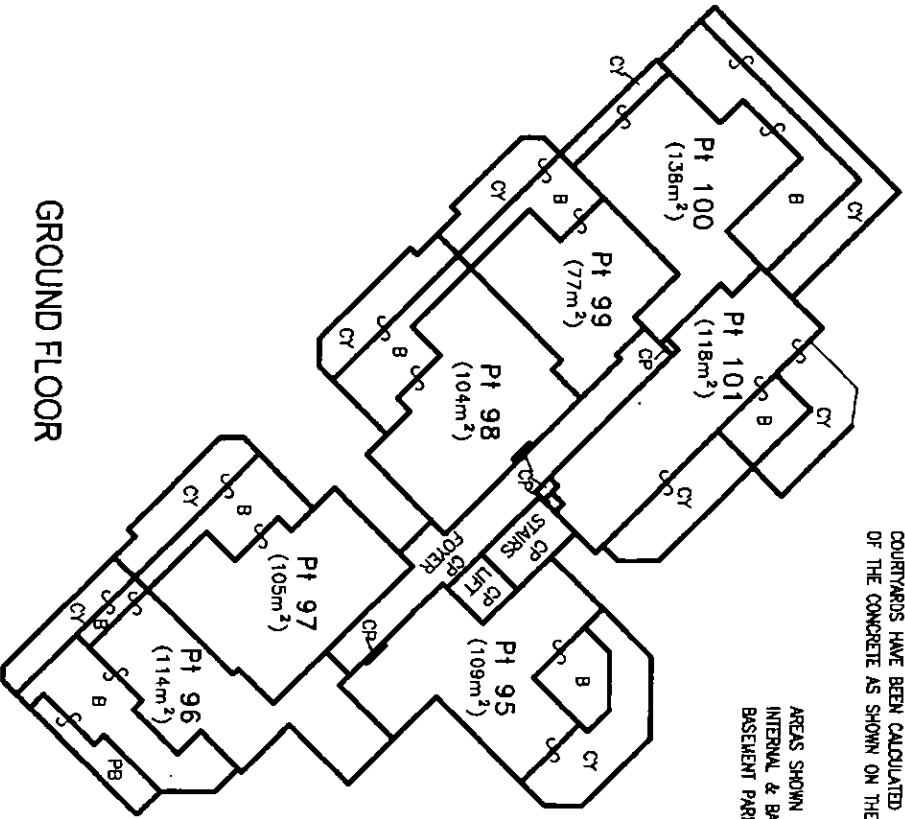
28/04/2012

THIS PRELIMINARY STRATA PLAN HAS BEEN COMPILED FROM CAD FILES OF ARCHITECTURAL PLANS PROVIDED ON THE ABOVE DATE. AREAS SHOWN ARE APPROXIMATE ONLY. THIS PLAN IS SUBJECT TO FINAL SURVEY UPON COMPLETION OF CONSTRUCTION AND AREAS AND LAYOUT MAY CHANGE. THIS PLAN IS NOT SUITABLE FOR LOAN/LEASING AT LPI



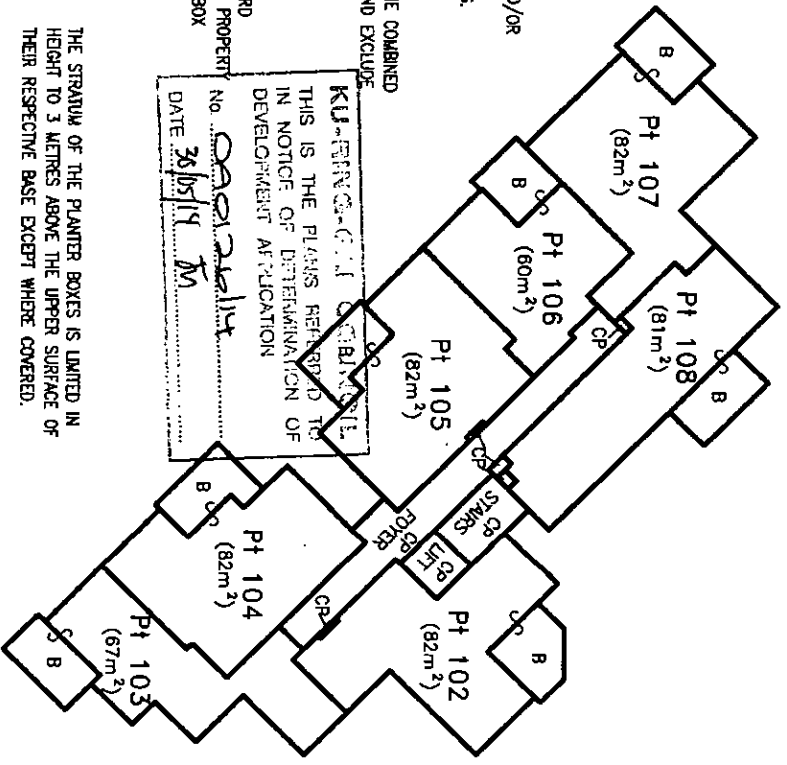
AREAS OF BALCONIES NOT BOUNDED BY PLANTER BOXES AND/OR COURTYARDS HAVE BEEN CALCULATED TO THE OUTSIDE EDGE OF THE CONCRETE AS SHOWN ON THE ARCHITECTURAL PLANS.

AREAS SHOWN FOR EACH LOT ARE THE COMBINED INTERNAL & BALCONY/PB/CY AREA AND EXCLUDE BASEMENT PARKING AND STORAGE



**GROUND FLOOR**

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



**FIRST FLOOR**

**KU-RING-GAI COUNCIL**  
 THIS IS THE PLANS REFERRED TO IN NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION  
 No. *2012/14*  
 DATE *30/01/12*

CY COURTYARD  
 CP COMMON PROPERTY  
 PB PLANTER BOX  
 B BALCONY

THE STRATA OF THE PLANTER BOXES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE EXCEPT WHERE COVERED.  
 THE STRATA OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE EXCEPT WHERE COVERED.  
 THE STRATA OF THE COURTYARDS IS LIMITED IN DEPTH TO 3 METRES BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF THEIR RESPECTIVE UNIT EXCEPT WHERE THERE IS A CONCRETE BASE AND IN HEIGHT TO 3 METRES ABOVE THE AFOREMENTIONED SURFACE, EXCEPT WHERE COVERED.  
 AREAS ARE APPROXIMATE ONLY AND ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973.

Surveyor: HAMMOND SWEALIE & CO  
 Surveyor's Ref: 12056 STAGE 3  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio 1:250

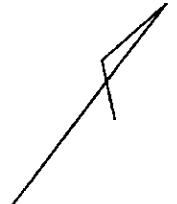
Registered:

SP

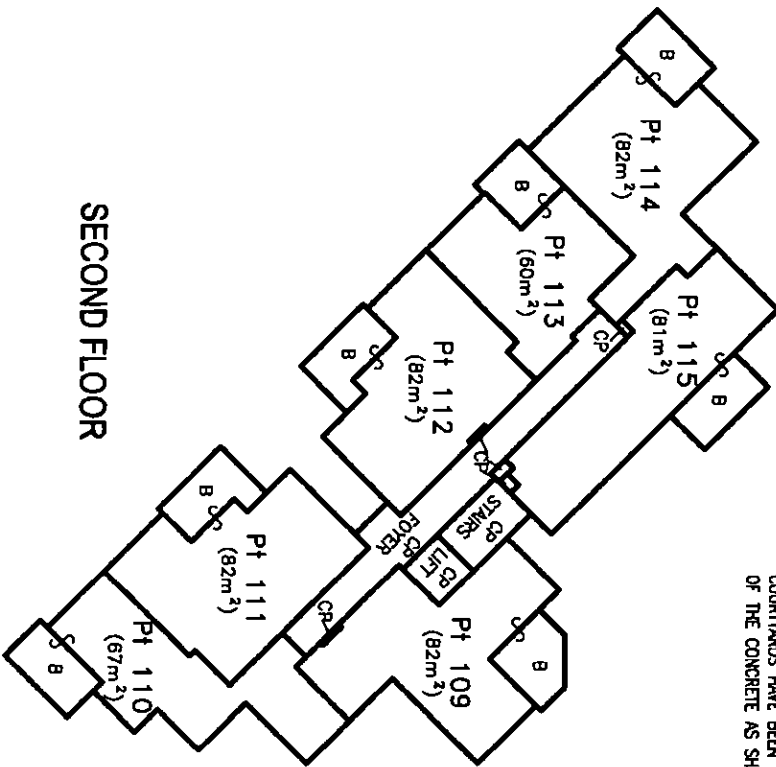
**PRELIMINARY PLAN ONLY**

29/04/2012

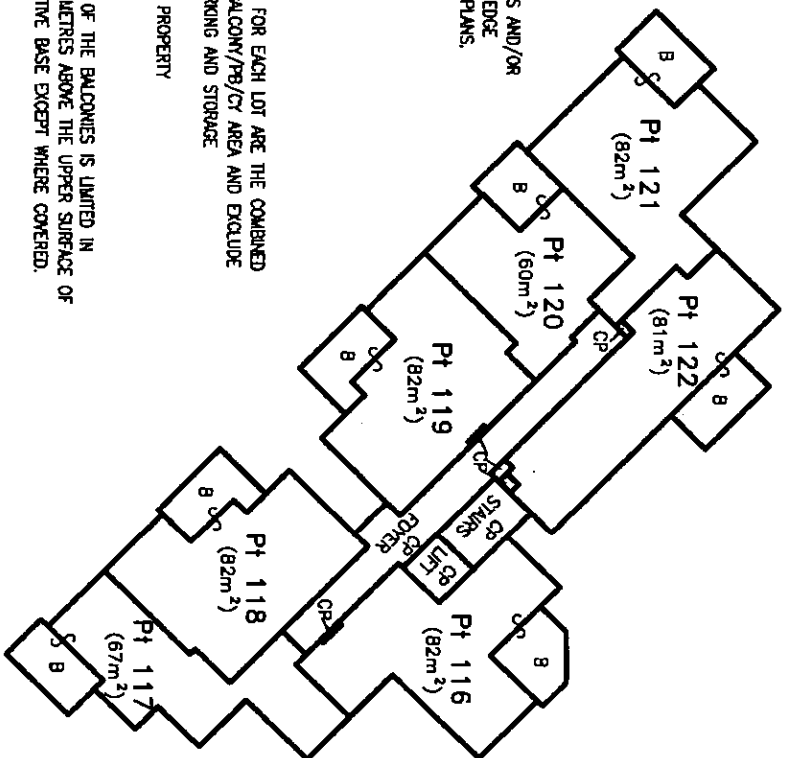
THIS PRELIMINARY STRATA PLAN HAS BEEN COMPILED FROM CAD FILES OF ARCHITECTURAL PLANS PROVIDED ON THE ABOVE DATE. AREAS SHOWN ARE APPROXIMATE ONLY. THIS PLAN IS SUBJECT TO FINAL SURVEY UPON COMPLETION OF CONSTRUCTION AND AREAS AND LAYOUT MAY CHANGE. THIS PLAN IS NOT SUITABLE FOR LODGEMENT AT LPI



AREAS OF BALCONIES NOT BOUNDED BY PLANTER BOXES AND/OR COURTYARDS HAVE BEEN CALCULATED TO THE OUTSIDE EDGE OF THE CONCRETE AS SHOWN ON THE ARCHITECTURAL PLANS.



**SECOND FLOOR**



**THIRD FLOOR**

AREAS SHOWN FOR EACH LOT ARE THE COMBINED INTERNAL & BALCONY/PB/CY AREA AND EXCLUDE BASEMENT PARKING AND STORAGE

CP COMMON PROPERTY  
 B BALCONY

THE STRATA OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE EXCEPT WHERE COVERED.

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

RECEIVED  
 LOCAL GOVERNMENT  
 THIS IS THE PLANS REFERRED TO IN NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION

No. 000126/14  
 DATE 30/05/14 7th

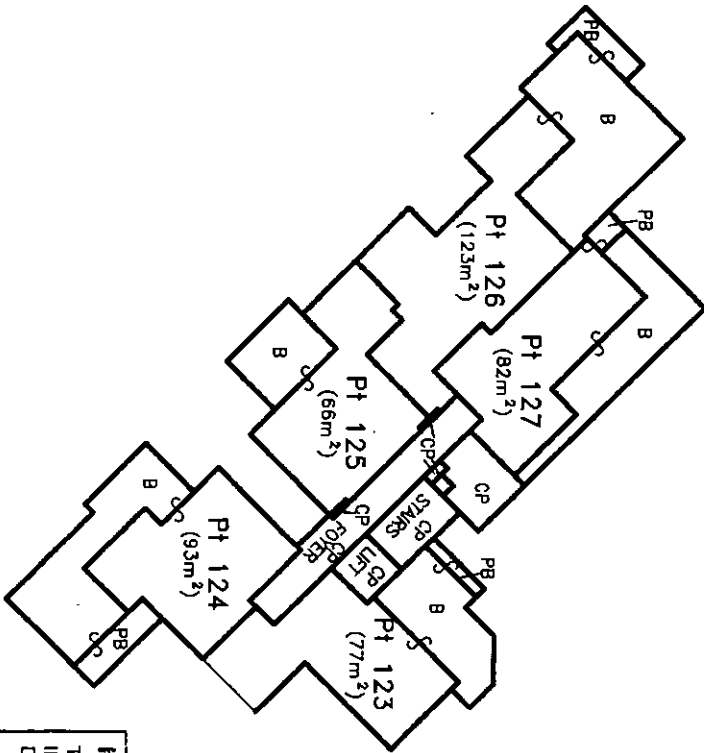
10 20 30 40 50 60 70 80 90 100 110 120 130 140  
 Table of mm.

Surveyor: HAMMOND SMITH & CO  
 Surveyor's Ref: 12056 STAGE 3  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio 1:250

Registered:

SP

AREAS OF BALCONIES NOT BOUNDED BY PLANTER BOXES AND/OR COURTYARDS HAVE BEEN CALCULATED TO THE OUTSIDE EDGE OF THE CONCRETE AS SHOWN ON THE ARCHITECTURAL PLANS.



**PRELIMINARY PLAN ONLY**  
 29/04/2012  
 THIS PRELIMINARY STRATA PLAN HAS BEEN COMPILED FROM CAD FILES OF ARCHITECTURAL PLANS PROVIDED ON THE ABOVE DATE. AREAS SHOWN ARE APPROXIMATE ONLY. THIS PLAN IS SUBJECT TO FINAL SURVEY UPON COMPLETION OF CONSTRUCTION AND AREAS AND LAYOUT MAY CHANGE. THIS PLAN IS NOT SUITABLE FOR LODGEMENT AT LPI

CP COMMON PROPERTY  
 PB PLANTER BOX  
 B BALCONY

AREAS SHOWN FOR EACH LOT ARE THE COMBINED INTERNAL & BALCONY/PB/CY AREA AND EXCLUDE BASEMENT PARKING AND STORAGE

THE STRATUM OF THE PLANTER BOXES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE EXCEPT WHERE COVERED.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE EXCEPT WHERE COVERED.

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

**KU-RING-GAIL COUNCIL**  
 THIS IS THE PLANS REFERRED TO IN NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION  
 No. 090136114  
 DATE 20/05/14 gn

**FOURTH FLOOR**

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

Surveyor: HAMMOND SWEALIE & CO  
 Surveyor's Ref: 12056 STAGE 3  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio 1:250

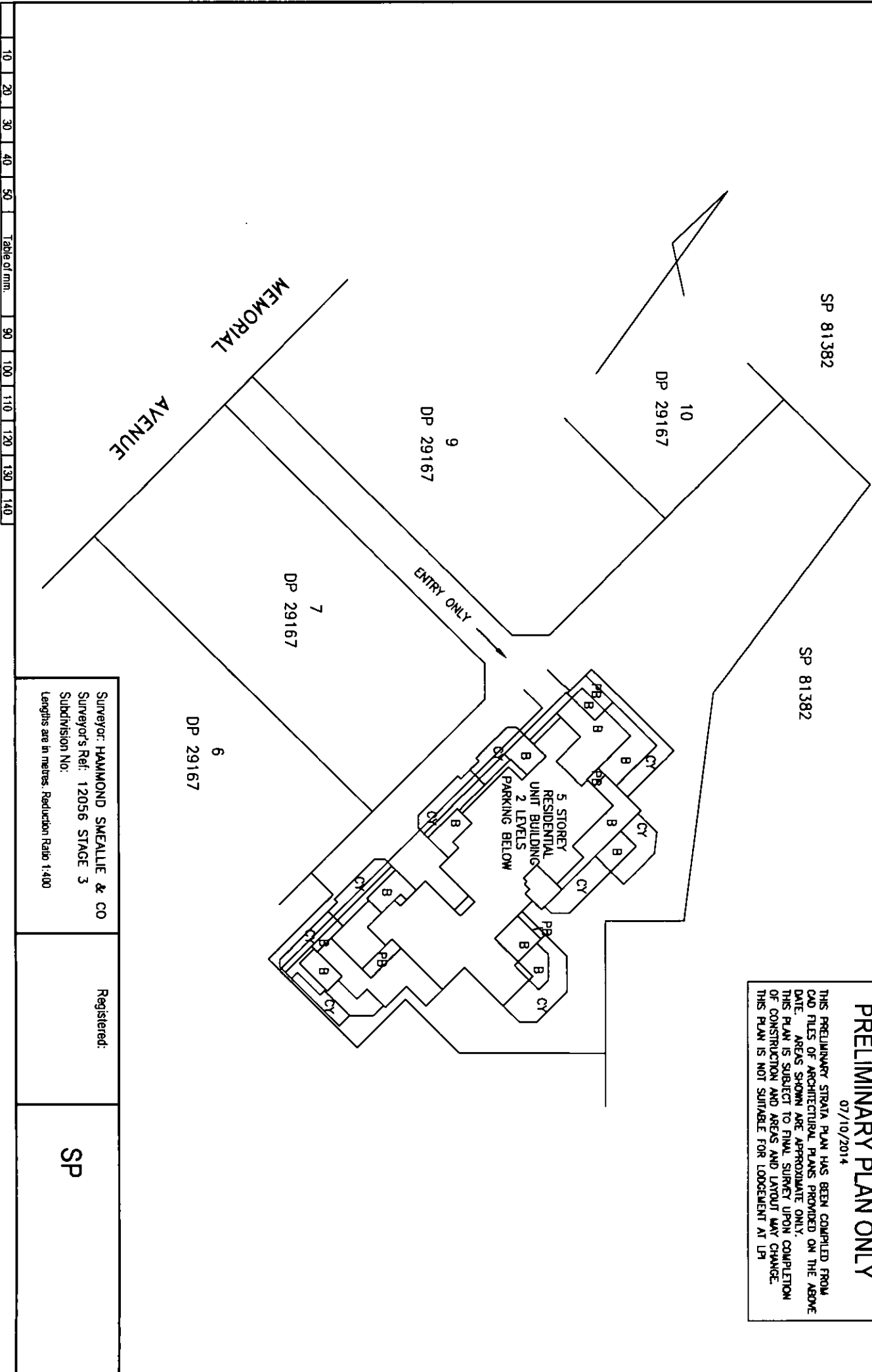
Registered:

SP

# Annexure D

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**LOCATION PLAN**  
 212-216 MONA VALE ROAD ST MES



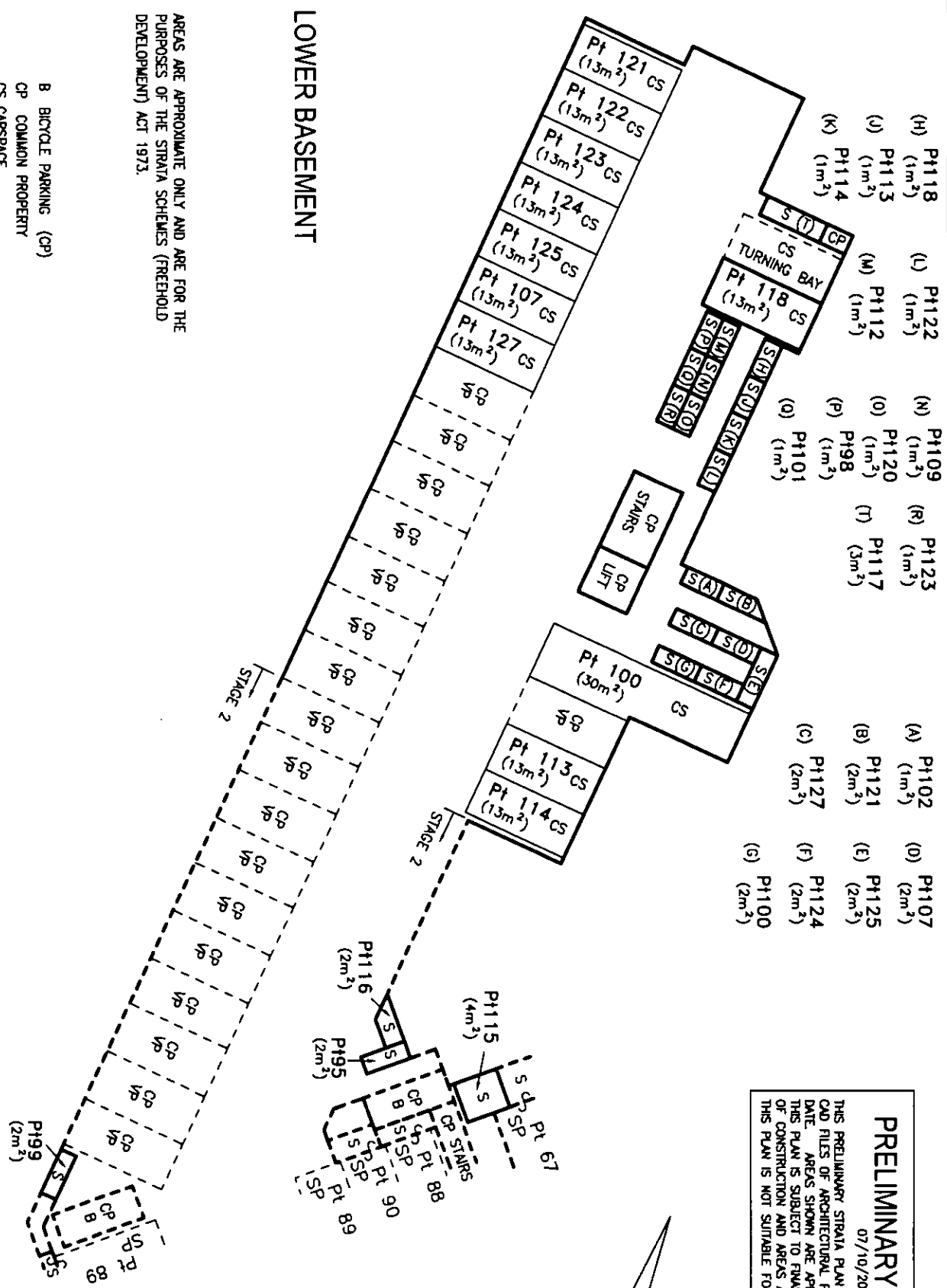
**PRELIMINARY PLAN ONLY**  
 07/10/2014  
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Surveyor: **HAMMOND SMEALLIE & CO**  
 Surveyor's Ref: **12056 STAGE 3**  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio 1:400

Registered:

**SP**

**PRELIMINARY PLAN ONLY**  
 07/10/2014  
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**LOWER BASEMENT**

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

- B BICYCLE PARKING (CP)
- CP COMMON PROPERTY
- CS CARSPACE
- S STORAGE
- VP VISITOR PARKING

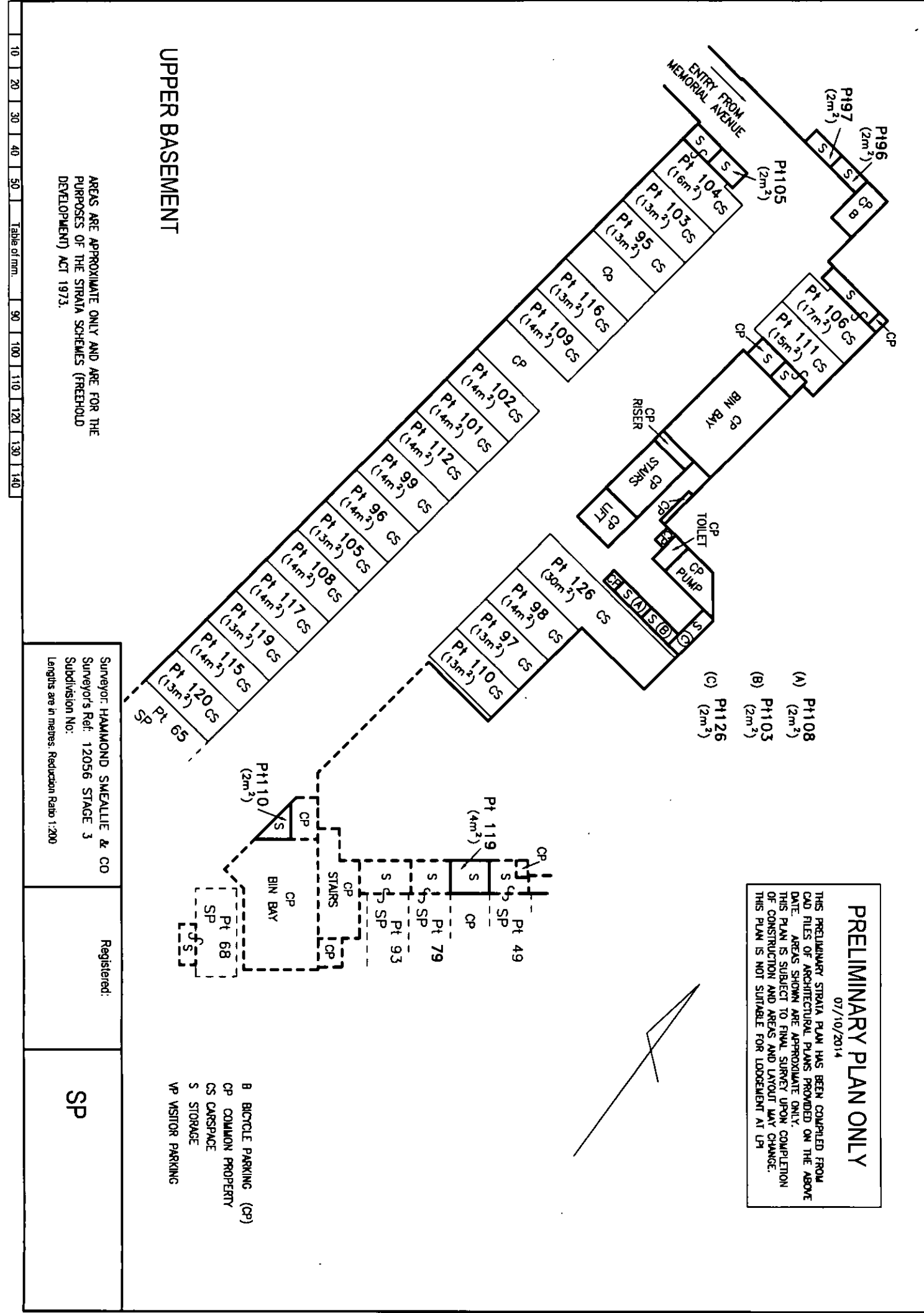
10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Table of mm.

Surveyor: HAMMOND SWEALLIE & CO  
 Surveyor's Ref: 12056 STAGE 3  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio 1:200

Registered:

SP



UPPER BASEMENT

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

**PRELIMINARY PLAN ONLY**  
 07/10/2014  
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- B BICYCLE PARKING (CP)
- CP COMMON PROPERTY
- CS CARSPACE
- S STORAGE
- VP VISITOR PARKING

Surveyor: HAMMOND SMEALLIE & CO  
 Surveyor's Ref: 12056 STAGE 3  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio 1:200

Registered:

SP

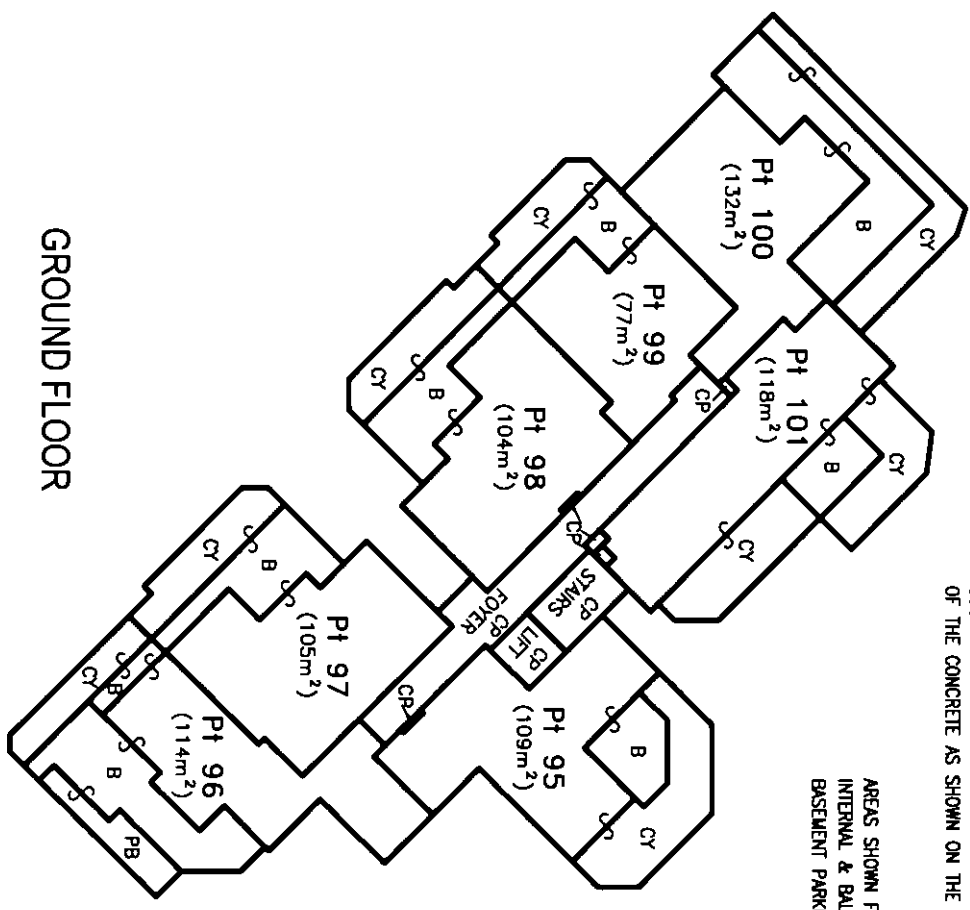


**PRELIMINARY PLAN ONLY**  
 07/10/2014

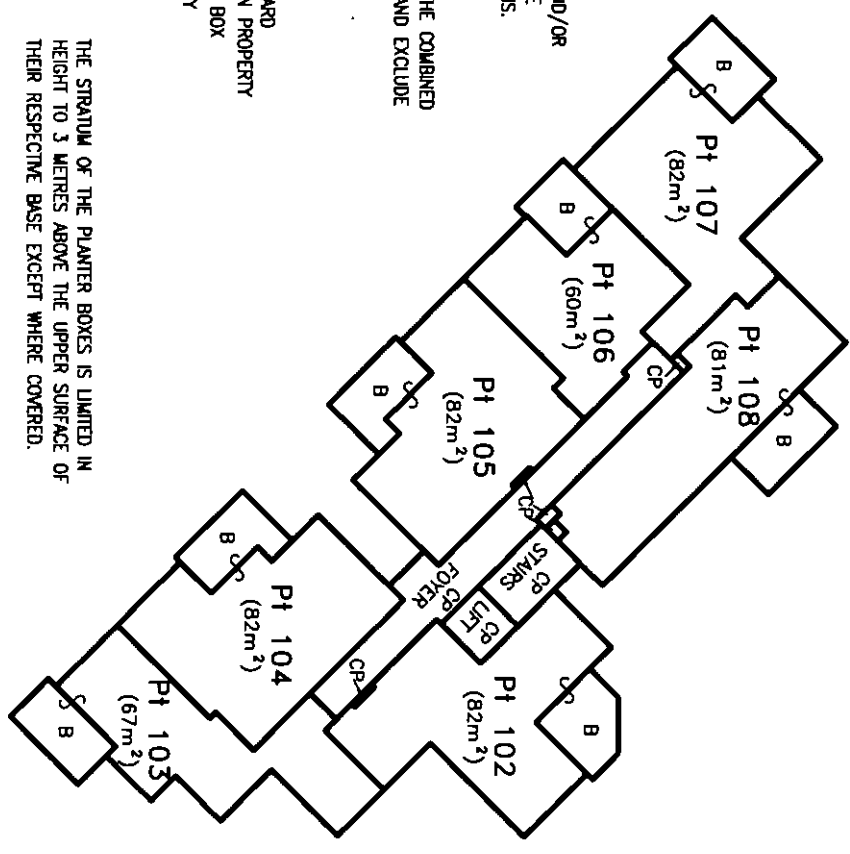
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AREAS OF BALCONIES NOT BOUNDED BY PLANTER BOXES AND/OR COURTYARDS HAVE BEEN CALCULATED TO THE OUTSIDE EDGE OF THE CONCRETE AS SHOWN ON THE ARCHITECTURAL PLANS.

AREAS SHOWN FOR EACH LOT ARE THE COMBINED INTERNAL & BALCONY/PB/CY AREA AND EXCLUDE BASEMENT PARKING AND STORAGE



**GROUND FLOOR**



**FIRST FLOOR**

THE STRATUM OF THE PLANTER BOXES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE EXCEPT WHERE COVERED.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE EXCEPT WHERE COVERED.

THE STRATUM OF THE COURTYARDS IS LIMITED IN DEPTH TO 3 METRES BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF THEIR RESPECTIVE UNIT EXCEPT WHERE THERE IS A CONCRETE BASE AND IN HEIGHT TO 3 METRES ABOVE THE AFOREMENTIONED SURFACE, EXCEPT WHERE COVERED.

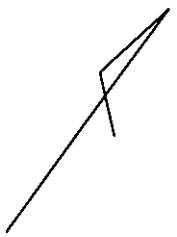
AREAS ARE APPROXIMATE ONLY AND ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

- CY COURTYARD
- CP COMMON PROPERTY
- PB PLANTER BOX
- B BALCONY

10
20
30
40
50
60
70
80
90
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120
130
140

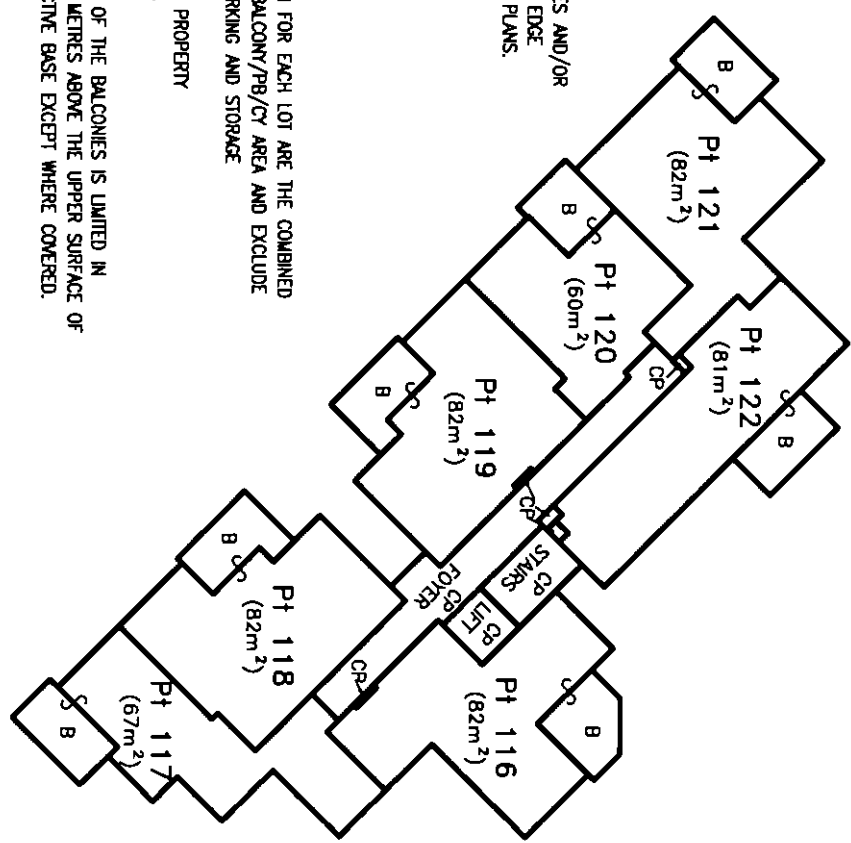
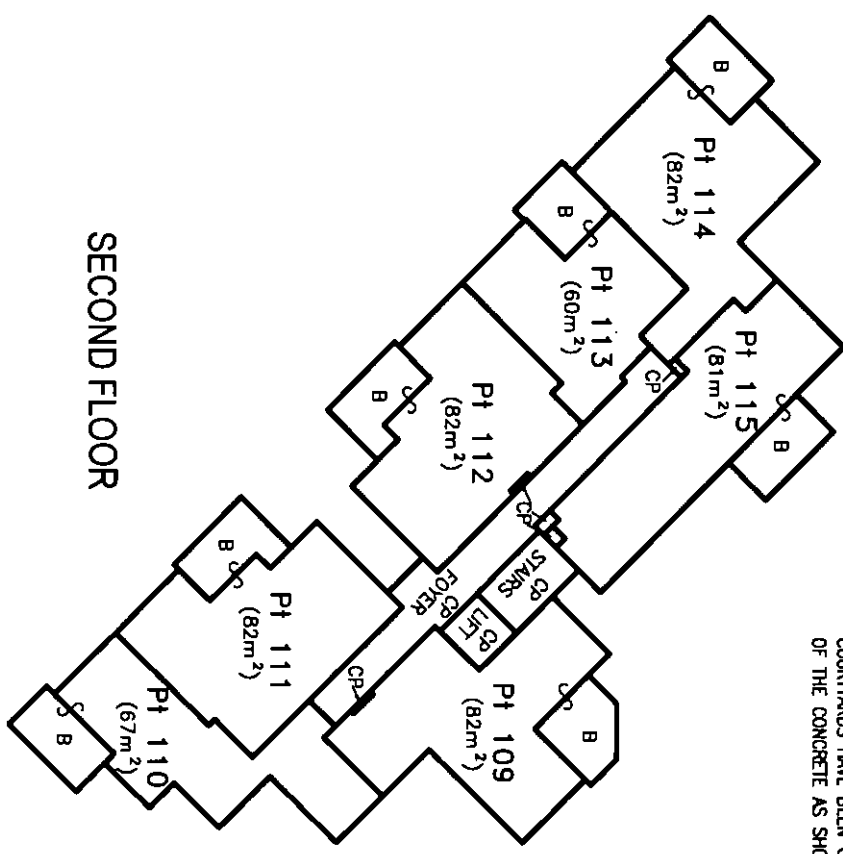
Table of mm.

Surveyor: <b>HAMMOND SMAILLIE &amp; CO</b> Surveyor's Ref: <b>12056 STAGE 3</b> Subdivision No:	Registered:	<b>SP</b>
Lengths are in metres. Reduction Ratio 1:250		



**PRELIMINARY PLAN ONLY**  
 07/10/2014  
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AREAS SHOWN FOR EACH LOT ARE THE COMBINED INTERNAL & BALCONY/PB/CP AREA AND EXCLUDE BASEMENT PARKING AND STORAGE

CP COMMON PROPERTY  
 B BALCONY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE EXCEPT WHERE COVERED.

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

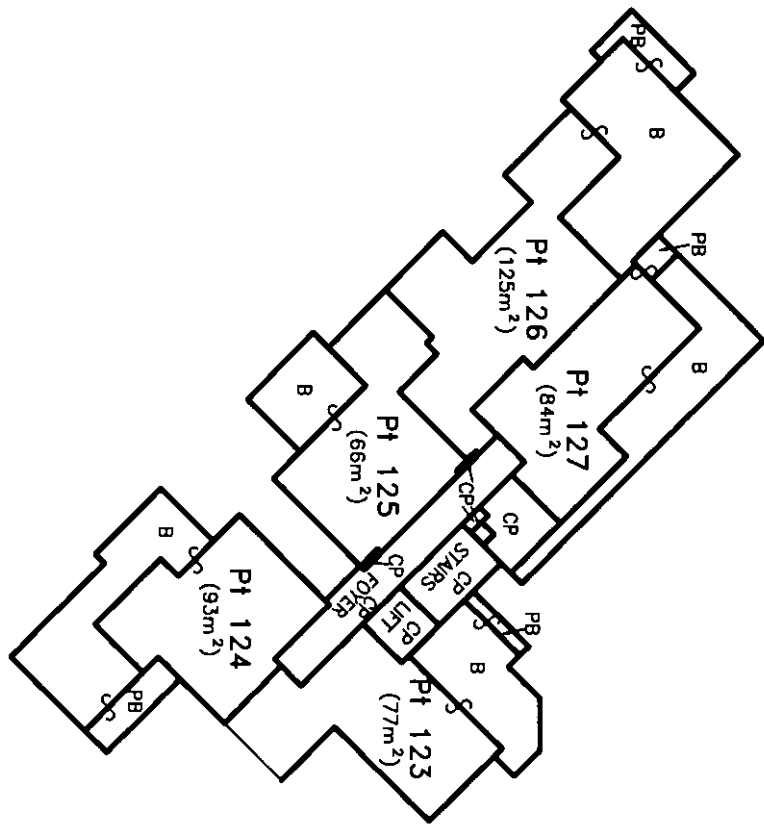
10	20	30	40	50	60	70	80	90	100	110	120	130	140
Table of mm.													

Surveyor: HAMMOND SMCALLIE & CO  
 Surveyor's Ref: 12056 STAGE 3  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio 1:250

Registered:

**SP**

AREAS OF BALCONIES NOT BOUNDED BY PLANTER BOXES AND/OR COURTYARDS HAVE BEEN CALCULATED TO THE OUTSIDE EDGE OF THE CONCRETE AS SHOWN ON THE ARCHITECTURAL PLANS.



**PRELIMINARY PLAN ONLY**  
 07/10/2014  
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CP COMMON PROPERTY  
 PB PLANTER BOX  
 B BALCONY

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THE STRATUM OF THE PLANTER BOXES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE EXCEPT WHERE COVERED.

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

FOURTH FLOOR

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

Surveyor: HAMMOND SMEALLIE & CO  
 Surveyor's Ref: 12056 STAGE 3  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio 1:250

Registered:

SP

**STRATA PLAN FORM 3 (PART 1) WARNING: Creasing or folding will lead to rejection**

<b>STRATA PLAN ADMINISTRATION SHEET</b>		Sheet 1 of 2 sheet(s)
<p>Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)</p> <p><b>The Owners – Strata Plan No 212-216 MONA VALE ROAD ST IVES</b></p>	<p style="text-align: right;">Office Use Only</p>	
<p>The adopted by-laws for the scheme are:</p> <p>*A ..... Model By-laws.                  *together with, Keeping of animals: Option *A/*B/*C                  *By-laws in ____ sheets filed with plan.                  * strike out whichever is inapplicable                  ^ Insert the type to be adopted (Clause 27 SSM Regulation 2010)</p>	<p style="text-align: right;">Office Use Only</p> <p>Registered: Purpose:</p> <p style="text-align: center;"><b>PLAN OF SUBDIVISION OF LOT 48 in SP &amp; LOT 94 in SP</b></p>	
<p style="text-align: center;"><b>Strata Certificate (Approved Form 5)</b></p> <p>(1) *The Council of .....                  *The Accredited Certifier .....                  Accreditation No. ....                  has made the required inspections and is satisfied that the requirements of;                  *(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2007,                  *(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes(Leasehold Development) Regulation 2007,                  have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.                  *(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.                  *(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.                  *(4) The building encroaches on a public place and;                  *(a) The Council does not object to the encroachment of the building beyond the alignment of .....                  *(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.                  *(5) This approval is given on the condition that lot(s) ^ ..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date.....                  Subdivision No.....                  Relevant Development Consent No. ....                  issued by .....</p> <p style="text-align: center;">.....                  Authorised Person /General Manager/Accredited Certifier</p> <p>* Strike through if inapplicable.                  ^ Insert lot numbers of proposed utility lots.</p>	<p>LGA: <b>KU-RING-GAI</b>                  Locality: <b>ST IVES</b>                  Parish: <b>GORDON</b>                  County: <b>CUMBERLAND</b></p> <p style="text-align: center;"><b>Surveyor's Certificate (Approved Form 3)</b></p> <p>I, .....                  of <b>HAMMOND SMEALLIE &amp; CO P/L</b>.....                  a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:</p> <p>(1) Each applicable requirement of                  * Schedule 1A of the Strata Schemes (Freehold Development) Act 1973                  * Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986                  has been met;                  *(2) *(a) the building encroaches on a public place;                  *(b) the building encroaches on land (other than a public place), and an appropriate easement has been created by ^ ..... to permit the encroachment to remain.                  *(3) the survey information recorded in the accompanying location plan is accurate.</p> <p style="text-align: right;">Signature: .....                  Date: .....</p> <p>* Strike through if inapplicable.                  ^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement</p>	
	<p><b>SURVEYOR'S REFERENCE: 12056 STAGE 3</b></p>	
	<p>Use STRATA PLAN FORM 3A for additional certificates, signatures and seals</p>	

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

<b>STRATA PLAN ADMINISTRATION SHEET</b>		Sheet 2 of 2 sheet(s)
PLAN OF SUBDIVISION OF LOT 48 in SP & LOT 94 in SP		*
	<b>Registered:</b>	*

\* OFFICE USE ONLY

Strata Certificate Details: Subdivision No:

Date:

**SCHEDULE OF UNIT ENTITLEMENT**  
*(if insufficient space use additional annexure sheet)*

LOT	U/E	LOT	U/E	LOT	U/E	LOT	U/E
95		109		123			
96		110		124			
97		111		125			
98		112		126			
99		113		127			
100		114		TOTAL			
101		115					
102		116					
103		117					
104		118					
105		119					
106		120					
107		121					
108		122					

**DOOR NUMBERING**

LOT	DOOR	LOT	DOOR	LOT	DOOR	LOT	DOOR
95	92	108	105	121	118		
96	93	109	106	122	119		
97	94	110	107	123	120		
98	95	111	108	124	121		
99	96	112	109	125	122		
100	97	113	110	126	123		
101	98	114	111	127	124		
102	99	115	112				
103	100	116	113				
104	101	117	114				
105	102	118	115				
106	103	119	116				
107	104	120	117				

**SURVEYOR'S REFERENCE: 12056 STAGE 3**

# Annexure E

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17 M 10610 04 E



Land & Property  
Information

A division of the Department of Finance & Services  
1 Prince Albert Rd  
Sydney NSW 2000  
Ph 1300 052 637  
Fax (02) 9233 4357  
www.lpi.nsw.gov.au

MATTHEW PAUL PLOWMAN  
P.O. Box 2572  
North Parramatta 1750

Case Number: SP92568 Our Ref: SP92568:1

Date: 13/11/2015

REQUISITION RAISED: 13/11/2015

SURVEYOR REQUISITION

Your Reference : 6762  
Lodging Party : SDG LAND DEVELOPMENT SOLUTIONS  
Lodging Party Phone : 96307955  
Lodging Party Reference : 6762

Examination of the above document(s) has been completed and the following matters require your attention:

1. Requisition Item 27.1

The Warning Statement (i.e. Approved form 29) regarding the initial Schedule of Unit Entitlement must be endorsed on the administration sheet.

2. Requisition Item 30.4

The connections from the building to the northern parcel boundary (on the Location Plan) should be amplified if they are 'Wall-Boundary' connections or prolongations.

Furthermore, connections along the north west parcel boundary to lot 48 SP90543 (X) should be disclosed on the Location Plan. Also, a connection from the north west corner of the subject land to the south west corner of lot 48 SP90543 (X) should also be disclosed on the Location Plan.

3. Requisition Item 30.3

The details of designation 'X' is un necessary on the Location Plan. In this regard, it is suggested 'X' be updated to refer to "Lot 48 SP90543 is above"

Furthermore. the 'Planter' (designated 'P') has not been shown on the Location or Floor Plans. Consequently, the details of 'P' should



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MATTHEW PAUL PLOWMAN  
P.O. Box 2572  
North Parramatta 1750

Case Number: SP92568      Our Ref: SP92568:1

Date: 13/11/2015

REQUISITION RAISED: 13/11/2015

SURVEYOR REQUISITION

be removed from the Location Plan.

4. Requisition Item 31.1

The street number of the building should be disclosed on the Location Plan.

Furthermore, the identity of 'CP' should be disclosed on the Location Plan.

5. Requisition Item 30.7

The line work shown for the south east boundary of the CS of lot 91, lot 76 and lot 72 (on sheet 2) requires revision. In this regard, the line work is not appearing as straight lines. This requires revision.

Furthermore, the identity of 'VP' (on sheet 2) should be disclosed on sheet 2.

6. Requisition Item 30.8

Reference to lot 94 'as a resude lot that contains stage 3 lots' shown on sheets 2-3 of your plan requires revision. In this regard, the original Development Contract does not make reference to lot 94 as being a part of the stage 3 development. If this is your intention, then you must arrange for the Development Contract to be amended prior to registration of your Strata Plan. Alternatively, note '3' shown on sheets 2-3 of your plan should be removed.

Furthermore, VP has not been shown on sheet 3. Consequently, the identity of VP should be removed.

7. Requisition Item 30.9

A connection from the south west corner of the Storage 'S' in lot 59 to the south east corner of lot 50 (on sheet 3) should be



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A Division of the Department of Finance & Services

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Sydney NSW 2000  
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MATTHEW PAUL PLOWMAN  
P.O. Box 2572  
North Parramatta 1750

Case Number: SP92568      Our Ref: SP92568:1

Date: 13/11/2015

REQUISITION RAISED: 13/11/2015

SURVEYOR REQUISITION

disclosed on the plan.

Furthermore, if Lots 50 and 68 are carspaces, then 'CS' should be added to these lots on sheet 3 of the plan.

8. Requisition Item 30.9

The south east boundary of lot 86 on sheet 2 of the plan (dimensioned 0.24) has not been fixed. In this regard, a right angle is required off the structure in order to fix this line boundary.

Furthermore, it is unclear on the Lower Basement and Upper Basement levels where the areas designated 'X' and 'Y' (on SP90543) are located. Please advise accordingly or provide additional adjoining information.

9. Requisition Item 30.9

The south east boundary of lot 66 on sheet 3 of the plan (dimensioned 0.24) has not been fixed. In this regard, a right angle is required off the structure in order to fix this line boundary.

Furthermore, vinculumns should be added for the northern courtyard in lot 49 (sheet 4) and for the northern courtyard in lot 50 (sheet 4).

10. Requisition Item 30.9

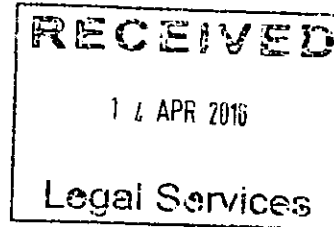
The area shown to the north east of lot 54 should be identified on sheet 4.

Furthermore, the area shown to the north west of the balcony of lot 55 (sheet 4) should be disclosed.

11. Requisition Item 30.9

The area denoted 'B' (shown to the north of lot 56 on sheet 4) should be verified. In this regard, this area is shown as 'CY' on the Location Plan. This requires revision.

The Village Building Co. Limited  
Angyle Corner, 92 Hoskins Street, Mitchell, ACT 2911 • PO Box 178 Mitchell, ACT 2911  
Phone (02) 6241 6844 Fax (02) 6241 6677 Web www.villagebuilding.com.au



12<sup>th</sup> April 2016

Land and Property Information

Dear Sir/Madam,

**RE: SP90543 STRATA DEVELOPMENT CONTRACT MINOR AMENDMENT**  
**212-216 MONA VALE RD ST IVES**

Village Building Company is the development manager for Canberra Estates Consortium No 24 Pty Limited ACN 138 976 637 and has authority to write this letter on behalf of Canberra Estates Consortium No 24 Pty Limited.

Consent is given to the amendment of the strata development contract registered with strata plan 90543 by correcting the reference to the development lot for the third stage by including in the reference to the development lot for the third stage reference to lot 94 in the second stage (being strata plan 92568).

Yours truly,

**NIGEL FARQUHAR**  
**Developments Manager – Apartments, Sydney**  
**Village Building Co Limited**

Level 1, 237 Mona Vale Rd St Ives NSW 2075  
PO Box 711, St Ives NSW 2075  
(M) 0448 891 707  
(E) nfarquhar@villagebuilding.com.au

Ref: 160412 LTR LPI amendment SDC Stage 3 St Ives

# PLANNING

# CERTIFICATE

818 Pacific Highway, Gordon NSW 2072

Locked Bag 1006, Gordon NSW 2072

T 02 9424 0000 F 02 9424 0001

DX 8703 Gordon TTY 02 9424 0875

E [krq@krq.nsw.gov.au](mailto:krq@krq.nsw.gov.au)

W [www.krq.nsw.gov.au](http://www.krq.nsw.gov.au)

ABN 86 408 856 411



UNDER SECTION 10.7 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

## PROPERTY DETAILS

**Address:** 109/212-216 Mona Vale Road ST IVES NSW 2075

**Lot Description:** Lot 112 SP 93501

## CERTIFICATE DETAILS

**Certificate No:** ePC3808/25 **Certificate Date:** 20/08/2025

**Certificate Type:** Section 10.7(2) & (5)

## APPLICANT DETAILS

REF: OR-1ASU7TF6ILOA6A

The Search People  
Gpo Box 2213  
BRISBANE QLD 4001

## BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, a commercial building, etc.) may be used and the limits on its development. The certificate contains information Council is aware of through its records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act.

**THE FOLLOWING INFORMATION IS ISSUED UNDER SECTION 10.7(2)  
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 –  
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2021.**

**1. Names of relevant planning instruments and development control plans**

**(1) Which environmental planning instruments apply to the carrying out of development on this land?**

Ku-ring-gai Local Environmental Plan 2015 as published on the NSW Legislation Website on 5 March 2015.

State Environmental Planning Policy (Sustainable Buildings) 2022.  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.  
State Environmental Planning Policy (Primary Production) 2021  
State Environmental Planning Policy (Biodiversity and Conservation) 2021  
State Environmental Planning Policy (Resources and Energy) 2021  
State Environmental Planning Policy (Resilience and Hazards) 2021  
State Environmental Planning Policy (Industry and Employment) 2021  
State Environmental Planning Policy (Transport and Infrastructure) 2021  
State Environmental Planning Policy (Planning Systems) 2021  
State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021  
State Environmental Planning Policy (Housing) 2021.

**(2) Which proposed environmental planning instruments apply to the carrying out of development on this land?** *(Including planning proposals and proposed environmental planning instruments that are or have been the subject of community consultation or on public exhibition under the E. P. & A. Act).*

There are no proposed environmental planning instruments that apply to this land.

**(3) Which development control plans apply to the carrying out of development on this land?**

Ku-ring-gai Development Control Plan

*SPECIAL NOTE: A development control plan adds further detail to local environmental plans and may address issues such as building design, car parking, landscaping etc. Copies of the Plans are available from Council.*

**(4) Which draft development control plans apply to the carrying out of development on this land?** *(Including draft development control plans that are or have been the subject of community consultation or on public exhibition under the E. P. & A. Act).*

There are no draft development control plans that apply to this land

**2. Zoning and land use under relevant local environmental plans (other than a SEPP or proposed SEPP)**

**(a) What is the zoning of this property and the relevant environmental planning instrument?**

(i) High Density Residential

(ii) R4

under the provisions of Ku-ring-gai Local Environmental Plan 2015

**(b) (i) What does not require development consent under the above environmental planning instrument?**

Home occupations.

Note: Please refer to the provisions for Exempt and Complying Development as described in Part 3 of Ku-ring-gai Local Environmental Plan 2015.

**(ii) What does require development consent under the above environmental planning instrument?**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs, Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Environmental protection works; Exhibition homes; Flood mitigation works; Home-based child care; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Shop top housing.

**(iii) What is prohibited under the above environmental planning instrument?**

Pond-based aquaculture; Tank-based aquaculture; Any development not specified in item (b)(i) or (b)(ii)

**(iv) What is the proposed zoning of this property and the relevant proposed environmental planning instrument?**

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

**(v) What does not require development consent under the above proposed environmental planning instrument?**

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

**(vi) What does require development consent under the above proposed environmental planning instrument?**

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

**(vii) What is prohibited under the above proposed environmental planning instrument?**

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

- (d) Do any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land?**

There are no provisions in Ku-ring-gai Local Environmental Plan 2015 that regulate minimum dimension sizes for the erection of a dwelling house on this property.

- (e) Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.**

No.

- (f) Is the land in a conservation area?**

No.

**SPECIAL NOTE:** A conservation area is a place of historic and aesthetic value to the community. It contains a number of elements of significance, such as a historic subdivision layout, a pattern of building "footprints" within each street block, buildings of historic and architectural importance, road alignments, trees, gutters and kerb edges which all combine to create a sense of place that is worth keeping. Council's Heritage Planner can provide you with more information on this matter.

- (g) Is an item of environmental heritage situated on the land?**

No.

**SPECIAL NOTE:** You are advised that the consent authority may, before granting consent to any development: (a) on land on which a heritage item is located, or (b) on land that is within a heritage conservation area, or (c) on land that is within the vicinity of land referred to in paragraph (a) or (b), require a heritage management document to be prepared that assesses the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area concerned.

### 3. Contribution plans

- (1) Which contribution plans or draft contribution plans apply to this land under the Act, Division 7.1?**

Ku-ring-gai Contributions Plan 2010 (s7.11).  
Ku-ring-gai Council Section 7.12 Local Levy Contributions Plan 2023

- (2) Is the land in a region within the meaning of the Act, Division 7.1 Subdivision 4?**

Yes. The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contributions) Order 2023 applies.

- (3) Is the land in a special contributions area to which a continued s7.23 determination applies??**

No

**SPECIAL NOTE:** A s7.11 or s7.12 contributions plan outlines the financial costs Council levies if land is developed and Council believes the development will require additional infrastructure such as parks, roads etc. Copies of both the s7.11 and the s7.12 contributions plans are available on Council's website.

## 4. 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 and if complying development may not be carried out on that land the reason why it may not be carried out under those clauses?***

*(**Special Note:** It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to do so may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid).*

### **Container Recycling Facilities Code**

Complying development under the Container Recycling Facilities Code **may** be carried out on the land.

### **Commercial and Industrial Alterations Code**

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

### **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 the land.

### **Demolition Code**

Complying development under the Demolition Code **may** be carried out on the land.

### **Fire Safety Code**

Complying development under the Fire Safety Code **may** be carried out on the land.

### **General Development Code**

Complying development under the General Development Code **may** be carried out on the land.

### **Housing Code**

Complying development under the Housing Code **may** be carried out on the land.

### **Housing Alterations Code**

Complying development under the Housing Alterations Code **may** be carried out on the land.

### **Low Rise Housing Diversity Code**

Development specified in the Low Rise Housing Diversity Code is not complying development under that code if the development is:

- (a) for the purposes of dual occupancies, and*
- (b) carried out on land in Zone R2 Low Density Residential, and*
- (c) permitted with development consent under State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 12 but not under another environmental planning instrument.*

Complying development under the Low Rise Housing Diversity Code **may** be carried out on the land.

### **Pattern Book Development Code**

Development specified in the Pattern Book Development Code is not complying development under that code if the development is:

- (a) for the purposes of dual occupancies, and*
- (b) carried out on land in Zone R2 Low Density Residential, and*
- (c) permitted with development consent under State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 12 but not under another environmental planning instrument.*

Complying development under the Pattern Book Development Code **may** be carried out on the land.

### **Subdivision Code**

Complying development under the Subdivision Code **may** be carried out on the land.

## **5. Exempt development**

***The extent to which the land is land on which exempt development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.16(1)(b1)-(d) or 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and if exempt development may not be carried out on that land the reason why it may not be carried out under those clauses***

Exempt development **may** be carried out on the land.

## **6. Affected building notices and building product rectification orders**

**(1) *Is there any affected building notice of which council is aware that is in force in respect of the land?***

No.

**(2) *Is there any building product rectification order of which council is aware that is in force in respect of the land and has not been fully complied with?***

No.

(3) **Has any notice of intention to make a building product rectification order of which council is aware has been given in respect of the land and is outstanding?**

No.

*SPECIAL NOTE: The terms "affected building notice" and "building product rectification order" have the same meaning as in the Building Products (Safety) Act 2017.*

## 7. Land reserved for acquisition

**Do any environmental planning instruments or proposed environmental planning instruments referred to in clause 1 make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act?**

No.

## 8. Road widening and road realignment

**Is the land affected by any road widening or road realignment under the Roads Act, any environmental planning instrument or any resolution of council?**

No.

## 9. Flood related development controls information

**Is the land or part of the land within the flood planning area and subject to flood related development controls?**

No.(Unknown)

*The flood risk of this land has not yet been mapped. Unmapped locations may also be subject to flood related development controls*

**Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?**

No.(Unknown)

*The flood risk of this land has not yet been mapped. Unmapped locations may also be subject to flood related development controls*

*SPECIAL NOTE: Flood planning area has the same meaning as in the Floodplain Development Manual. Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005. Probable maximum flood has the same meaning as in the Floodplain Development Manual.*

## 10. Council and other public authority policies on hazard risk restrictions.

***Is the land affected by a policy adopted by council, or by any other public authority required to be referred to in a planning certificate, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, contamination, acid sulphate soils or other risk (other than flooding)?***

No.

Note: A review of Council's readily available records has been conducted to identify previous land uses that may have caused land contamination. This review did not reveal any reason for contamination of this property. However, prior to urban settlement, sizeable areas of Ku-ring-gai were covered by agricultural and horticultural activities. These uses are listed in the Managing Land Contamination Planning Guidelines as activities that may cause contamination. If you are concerned about possible contamination of the site you should make your own investigations regarding the condition of this property.

## 11. Bush fire prone land

***Is the land bush fire prone land?***

No.

***SPECIAL NOTE:*** Bush fire prone land is defined in section 4 of the Environmental Planning and Assessment Act 1979 as meaning "land recorded for the time being as bushfire prone land on a bush fire prone land map for the area". The "area" is the local government area of Ku-ring-gai.

## 12. Loose-fill asbestos insulation

***Does the land include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?***

NSW Fair Trading has not provided Council with written confirmation that this property is listed on the Loose-Fill Asbestos Insulation Register.

***SPECIAL NOTE:*** Some residential homes located in the Ku-ring-gai Local Government Area have been identified as containing loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

For further information about the Loose-fill asbestos Public Register contact NSW Fair Trading. Tel: 13 32 20 or [www.loosefillasbestos.nsw.gov.au](http://www.loosefillasbestos.nsw.gov.au).

### 13. Mine subsidence

***Is the land proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?***

No. Council has not been notified that the land is subject to such a proclamation.

### 14. Paper subdivision information

***Is the land, land subject to a development plan adopted by a relevant authority, land proposed to be subject to a consent ballot or land subject to a subdivision order?***

Not applicable.

*SPECIAL NOTE: Words and expressions used in this item have the same meaning as Part 10 of the Environmental Planning and Assessment Regulation 2021. And Assessment Act 1979, Schedule 7*

### 15. Property vegetation plans

***Is the land, land to which a property vegetation plan under Native Vegetation Act 2003 applies?***

Council has not been notified that the land is subject to an approved property vegetation plan.

### 16. Biodiversity stewardship sites

***Is the land, land that is a biodiversity stewardship site under a biodiversity stewardship agreement under part 5 of the Biodiversity Conservation Act 2016?***

Council has not been notified that the land is biodiversity stewardship land.

*SPECIAL NOTE: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.*

### 17. Biodiversity certified land

***Is the land, land that is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016?***

Council has not been notified that the land is biodiversity certified land.

*SPECIAL NOTE: Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.*

## 18. Orders under Trees (Disputes between Neighbours) Act 2006

***Is the land, subject to an order under the Tree (Disputes between neighbours) Act 2006 to carry out work in relation to a tree on the land?***

Council has not been notified that the land is subject to such an order.

## 19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

Not applicable. This matter does not apply to land within Ku-ring-gai Local Government Area.

## 20. Western Sydney Aerotropolis

Not Applicable. This matter does not apply to land within Ku-ring-gai Local Government Area.

## 21. Development consent conditions for seniors housing

***Is there a current site compatibility certificate (seniors housing), of which council is aware, in respect of proposed development on the land issued under clause 24 of the repealed State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004?***

The land is not subject to such a current site compatibility certificate (seniors housing) of which Council is aware.

***SPECIAL NOTE:*** State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 repealed on 26 November 2021 by State Environmental Planning Policy (Housing) 2021

## **22. Site Compatibility certificates and development consent conditions for affordable housing**

***Is there a current site compatibility certificate (affordable housing), of which council is aware, in respect of proposed development on the land issued under clause 39 of State Environmental Planning Policy (Housing) 2021?***

The land is not subject to such a current site compatibility certificate (affordable housing) of which Council is aware.

## **23. Water or sewerage services**

***Is there, or is there to be, water or sewerage services provided to the land under the Water Industry Competition Act 2006?***

Council is not aware of any such water or sewerage services provided to the land.

***SPECIAL NOTE:*** A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

## **24. Special entertainment precincts**

***Is the land or part of the land in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B?***

The land is not located in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

**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) *Is the land to which this certificate relates significantly contaminated land within the meaning of that Act?***

No.

**(b) *Is the land to which this certificate relates subject to a management order within the meaning of that Act?***

No.

**(c) *Is the land to which this certificate relates subject to an approved voluntary management proposal within the meaning of that Act?***

No.

**(d) *Is the land to which this certificate relates subject to an ongoing maintenance order within the meaning of that Act?***

No.

**(e) *Is the land of which this certificate relates subject to a site audit statement within the meaning of the Act?***

No.

**SPECIAL NOTE:** *If you have any concerns about land contamination beyond the information described in this certificate, you should contact the NSW Environmental Protection Authority. Tel: 131 555 or email [info@environment.nsw.gov.au](mailto:info@environment.nsw.gov.au).*

## THE FOLLOWING INFORMATION IS ISSUED UNDER SECTION 10.7(5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

### ***Land Slip or Subsidence:***

Council records do not have sufficient information to indicate land slip or subsidence is likely to restrict development on this land. However, some lots in Ku-ring-gai Local Government Area contain filling and/or road batters which may be subject to settlement and require special consideration in the design of foundations.

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### ***Flooding:***

Some properties in the Ku-ring-gai Local Government area contain or adjoin natural drainage paths, pipelines, watercourses and depressions. During major rainfall or blockage of the drainage system surface water may affect the site or restrict future development.

**SPECIAL NOTE:** *The Department of Planning and Environment and the Department of Commerce have not indicated any private property which may be affected by flooding of major rivers or creeks in the Ku-ring-gai Local Government Area.*

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### ***Loose-fill asbestos insulation:***

Some residential homes located in the Ku-ring-gai Local Government Area have been identified as containing loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

*For further information about the Loose-fill asbestos Public Register please contact NSW Fair Trading. Tel: 13 32 20 or [www.loosefillasbestos.nsw.gov.au](http://www.loosefillasbestos.nsw.gov.au).*

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### ***Contamination:***

Council records do not have sufficient information relating to any previous uses of this land to confirm that the land has not been used for a purpose which would be likely to have contaminated the land. Parties should make their own enquiries as to whether the land may be contaminated.

---

### ***Threatened species, populations and ecological communities:***

This land may contain threatened species, populations and ecological communities listed under the *Biodiversity Conservation Act 2016 (NSW)* and or the *Environment Protection Biodiversity Conservation Act 1999 (Commonwealth)*. For more information contact NSW Office of Environment and Heritage Tel: 131 555 or the Australian Government Department of Environment and Energy Tel: 1800 803 772.

This land may contain one or more of the following endangered or critically endangered ecological communities listed under Schedule 2 of the *Biodiversity Conservation Act 2016*

(NSW):

Blue Gum High Forest in the Sydney Basin Bioregion,  
Coastal Saltmarsh in the New South Wales North Coast, Sydney Basin and South East  
Corner Bioregions,  
Coastal Upland Swamp in the Sydney Basin Bioregion,  
Duffys Forest Ecological Community in the Sydney Basin Bioregion,  
Swamp Oak Floodplain Forest of the New South Wales North Coast, Sydney Basin and  
South East Corner Bioregions,  
Sydney Turpentine Ironbark Forest.

For more information contact NSW Department of Environment & Heritage. Tel:131 555 or email  
[info@environment.nsw.gov.au](mailto:info@environment.nsw.gov.au) <<mailto:info@environment.nsw.gov.au>>

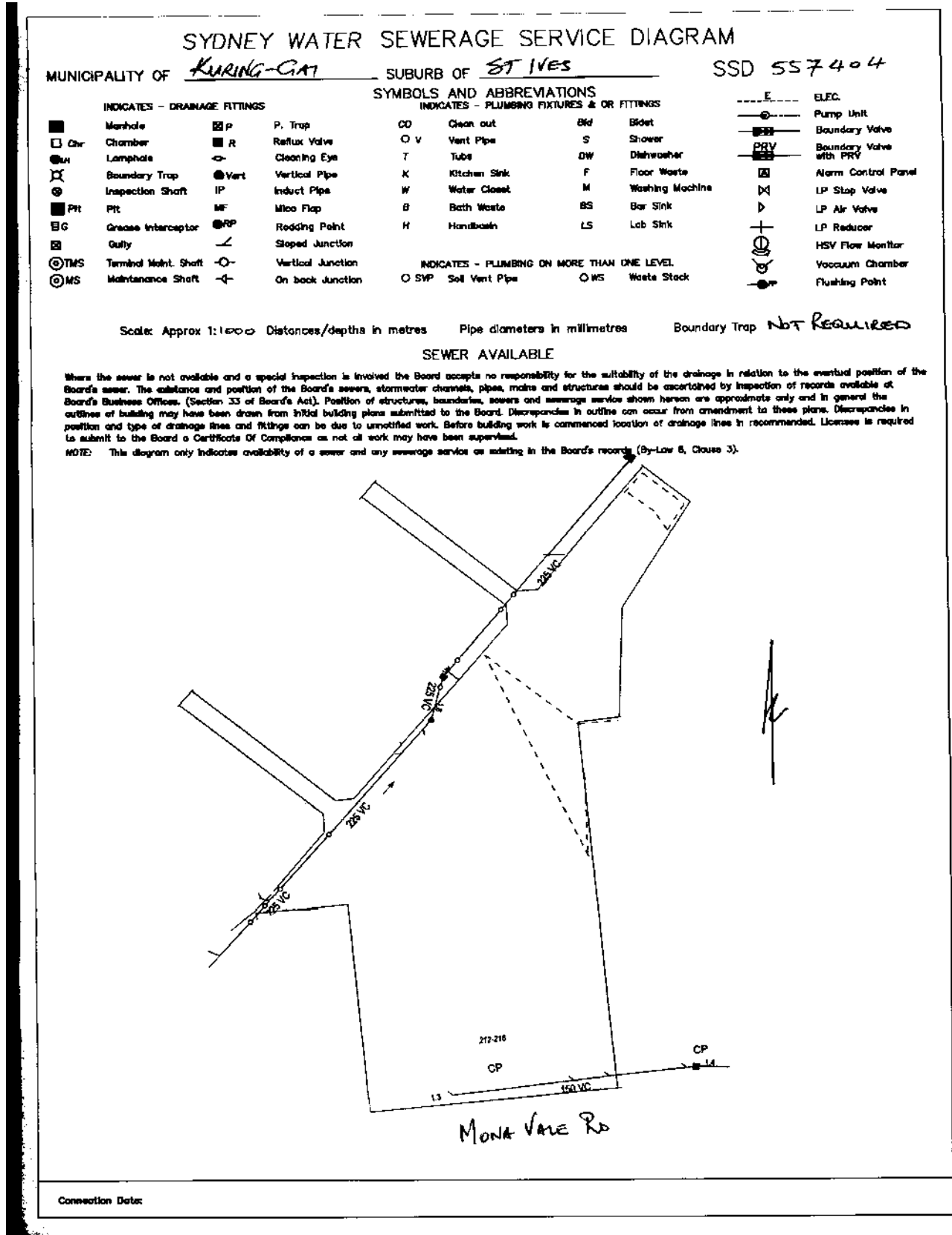
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**David Marshall**  
General Manager

# Sewer Service Diagram

Application Number: 8004561641

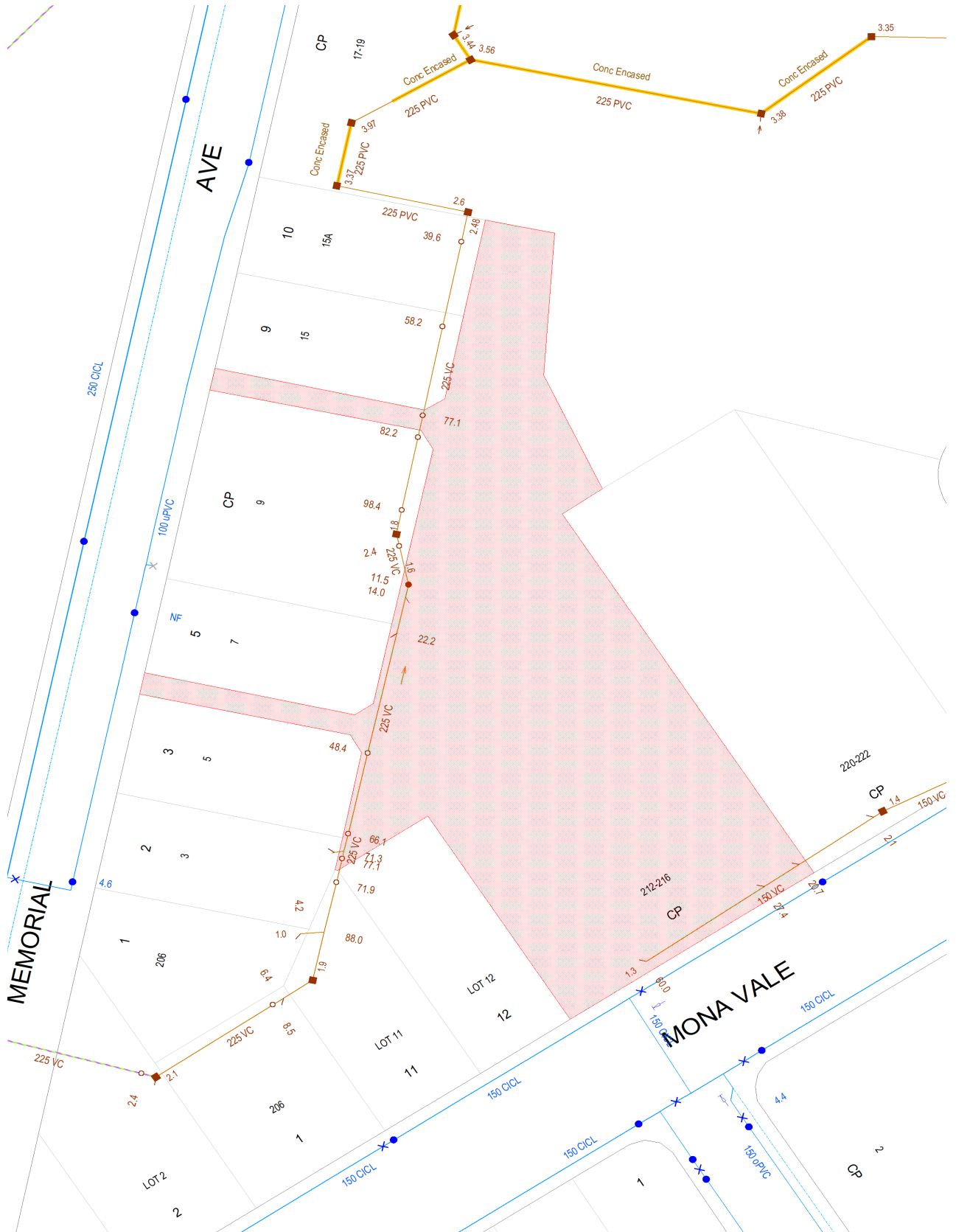


**Disclaimer**

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

# Service Location Print

Application Number: 8004561650



Document generated at 20-08-2025 02:51:28 PM

**Disclaimer**

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:           **Unit**  
Dated:

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### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

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

- (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
  - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

**Affectations, notices and claims**

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

- (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
    - (i) whether there are any existing breaches by any party to it;
    - (ii) whether there are any matters in dispute; and
    - (ii) whether the licensor holds any deposit, bond or guarantee.
  - (b) In relation to such licence:
    - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
    - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

**Applications, Orders etc**

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
25. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

**Owners Corporation management**

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term of each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;

- (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
43. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

**Capacity**

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

**Requisitions and transfer**

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
49. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
50. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.