

Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Real Estate Drummoyne/Concord 53 First Avenue Rodd Point NSW 2046	Ref: Ima Rinaudo Tel: 02 90330418
co-agent vendor	NICHOLAS ADAM TROMBETTA 157/23 Norton Street, Leichhardt NSW 2040	
vendor's solicitor	Daniele Scott, Solicitors, 52 Norton Street, Leichhardt NSW 2040	Ref: Ms M Daniele 02 9560 9511 Email: law@danielescott.com.au
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	157/23 Norton Street, Leichhardt NSW 2040 Lot 157 SP 60918 157/SP60918	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> 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 checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input checked="" type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> internet/TV receiver	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> EV charger	<input checked="" type="checkbox"/> light fittings	<input type="checkbox"/> solar power battery
	<input checked="" type="checkbox"/> ceiling fans	<input checked="" type="checkbox"/> fixed floor coverings	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> clothes line	<input type="checkbox"/> other:		
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."

SIGNING PAGE

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

ChoicesVendor agrees to accept a *deposit-bond* NO yesNominated *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 print) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewer 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 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 <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 contract or management statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate (strata) <input type="checkbox"/> 57 information certificate (association) <input type="checkbox"/> 58 document relevant to an exclusive supply network <input type="checkbox"/> 59 disclosure statement - off the plan contract <input type="checkbox"/> 60 other document relevant to off the plan contract Other <input type="checkbox"/> 61
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Premium Strata
 189 O'Riordan Street,
 MASCOT NSW 2020

Tel: 02 9281 6440

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, 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 to resolve the dispute 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:**

Australian Taxation Office County Council Department of Education Department of Planning, Housing and Infrastructure Department of Primary Industries and Regional Development Electricity, gas and telecommunications Homes NSW	Local Council Local Land Services NSW Fair Trading NSW Public Works Owner of adjoining land Privacy Subsidence Advisory NSW Transport agencies Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**
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. **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 Australian Taxation Office.**
13. **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<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> (15% as at 1 January 2025);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> 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</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 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 Sign*, *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 *-serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *-serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do whatever is reasonably necessary 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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –
- 13.3.1 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
- 13.3.2 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 outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, 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 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 contract or management 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 s174 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 whatever is reasonably necessary 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 whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
 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.

157123 Norton Street, Leichhardt NSW 2040

SPECIAL CONDITIONS

These are the Special Conditions referred to in the Agreement for Sale of Land between
NICHOLAS ADAM TROMBETTA ("the Vendor") AND
("the Purchasers")

DATED: _____ 2026.

PROPERTY: 157/23 Norton Street, Leichhardt NSW 2040

1. Delete Clause 14.4 and substitute in lieu:-

14.4 The Vendor can require a Land Tax adjustment for the year current at the adjustment date only if:-

- 14.4.1 This contract indicates that the Land Tax adjustment is required; and
- 14.4.2 The vendor or a predecessor in title has paid or is liable to pay Land Tax for that year.

2. Delete Clause 20.6.5 and substitute:

20.6.5 *served* on a party if it is sent by facsimile transmission to the fax number stated in this contract for the party's solicitor. The document shall be deemed to have been duly served when the transmission has been completed except where:

- a) The sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission in which case the document shall be deemed not to have been served; or
- b) the transmission is made on a day which is not a business day or after 5 pm on a business day in which cases the notice shall be deemed to have been served at 9 am on the next business day.

3. PARTICULARS OF TITLE

The purchaser acknowledges that the particulars of title disclosed in this agreement are sufficient to enable the purchaser to prepare a transfer and the purchaser shall not request the vendor to provide particulars of title hereof.

4. The term "purchaser's solicitor" or phrases referring to the solicitor for the purchaser shall include the person or entity named as the purchaser's solicitor or purchaser's representative in this contract.

5. Each clause and part of a clause of this contract shall be severable from each other clause and part clause and the circumstance that for any reason any clause or part clause is invalid illegal or unenforceable shall not prejudice or in any way affect the validity legality or enforceability of any other clause or part clause.

6. If prior to completion either party:

- a) dies or becomes mentally ill or is otherwise incapacitated in such manner that he loses the capacity to duly complete this contract in accordance with the terms hereof; or
- b) declared bankrupt or enters into any composition with or assignment of his estate for the benefit of his creditors or (being a company) enters into any Scheme of Arrangement with his creditors or has a liquidator or receiver

and/or manager appointed THEN in any such case the other party may at any time elect by notice in writing to that party to rescind this contract and thereupon this contract shall be at an end and the provisions of Clause 19 hereof shall apply.

7. The purchaser acknowledges and agrees that:
 - a) He has inspected the subject property and the improvements erected thereon and the inclusions therein and satisfied himself as to the state and condition thereof prior to the execution of this contract;
 - b) He has entered into this contract in reliance upon his own inspection as aforesaid and not upon any representations or warranties made by or on behalf of the vendor;
 - c) He accepts the subject property and improvements and inclusions in their present state and condition and state of repair and with any defects as regards construction or repair of any improvements thereof and subject to any infestation and dilapidation; and
 - d) He shall not be entitled to make any requisition objection or rescind or terminate of claim for compensation in relation to any defect in or want of repair of the state and condition of the subject property and the improvements erected thereon and the inclusions therein whether same be latent or patent.
8. The purchaser cannot make a claim objection or requisition or rescind or terminate in respect of any of the following matters:
 - a) The presence on the property of any sewer manhole vent pipes mains connections wires channels or distributors with respect to any service as referred to in Clause 10.1.2;
 - b) Any roof and/or yard water drainage or pipe being connected to the sewer;
 - c) Whether any easements for support have or have not been granted in respect of any wall (including a party wall).
9. The purchaser warrants that:
 - a) He is an Australian citizen resident in Australia;
 - b) He is a foreign resident legally resident in Australia;
 - c) He has Foreign Review Board approval to purchase the property.
10. For the purposes of provision 15.2 it is hereby agreed by the parties that a period of fourteen days is a reasonable period for inclusion in any Notice to Complete making time of the essence of this contract.
11. It is an essential term of this contract that in the event that completion does not occur on or before the completion date, as a result of the breach or default of the Purchaser, the Vendor is entitled to recover from the Purchaser as liquidated damages, payable on completion:-
 - a) interest on the balance of the purchase price at the rate of ten per centum (10%) calculated at a daily rate from the completion date to compensate the Vendor for the delay, to be added to the balance payable on completion; and

- b) The sum of \$330.00 to cover legal expenses incurred as a consequence of the delay, as a genuine pre-estimate of those additional expenses to be allowed by the defaulting Purchaser as an additional adjustment on completion.
12. Any clause or special condition herein capable of taking effect after completion of this agreement shall not merge on completion but rather shall continue in full force and effect thereafter.
13. The purchaser shall not be entitled to make any objection, requisition or claim or rescind or terminate this agreement, on the basis of any of the following, or should it be found that:
 - a) There is any encroachment by or upon the property;
 - b) There is any contravention of or non-compliance with the Local Government Act, 1991 or Ordinances or Regulations thereunder (including those concerning distances of walls, eaves and gutters and boundaries) in respect of any building or structure on the property;
 - c) The residence located on the property has been built over sewer pipe;
 - d) A sewer pipe runs below or through the property.
14. The parties hereby agree that completion of this contract is not conditional upon the purchaser obtaining a Certificate under Section 149D of the Environmental Planning & Assessment Act 1979 and the purchaser shall not be entitled to make any requisition objection or claim or rescind or terminate not to delay completion by reason of the fact that he has not been able to obtain such Certificate nor shall the purchaser be entitled to call upon the vendor to carry out the works required by the relevant local Council arising from or associated with the application for or the issue of such a Certificate.
15. The purchaser warrants that the purchaser was not introduced to the vendor or the property by any real estate agent (or employee of any person connected with a real estate agent) other than the vendor's agent (if any) named in this contract. The purchaser indemnifies the vendor against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warrant and also against all actions proceedings expenses and legal costs and disbursements in respect of any such claim. It is agreed that this indemnity shall be a continuing indemnity not merging on completion. The vendor warrants that he has not signed an exclusive selling agency agreement with any other agent.
16. The vendor and purchaser agree and acknowledge that the following documents set out below are annexed to and form part of this Contract:-
 - a) Certificate of Title Folio Identifier: 157/SP60918
 - b) CP/SP60918
 - c) SP60918
 - d) DP1005187
 - e) SP60919
 - f) 857934
 - g) AB921032
 - h) AJ315053
 - i) C459361
 - j) C692090
 - k) Y848003
 - l) 8923174
 - m) AV882588
 - n) Section 10.7 (2 & 5) Certificate

- o) Drainage Diagram
- p) Location Diagram

17. If a sewerage service diagram or the like is annexed hereto, no warranty is made by the vendor as to the accuracy or completeness thereof. Subject to Clause 12, no objection requisition or claim for compensation shall be taken or made by or on behalf of the purchaser if such diagram is found to be inaccurate or incomplete.
18. The purchaser shall take title subject to all existing gas, electricity, telephone or water sewerage and drainage installations or services (if any) as shall exist on or pass through the land and shall not be entitled to make any requisition, objection, or claim for compensation in respect thereof or in respect of the nature, location, availability or non-availability of any such installations or services or the fact that there is not an easement in existence in regard to any such service.
19. The vendor discloses to the Purchaser that the Property may lie within an area over which the Pacific Power holds a petroleum exploration licence pursuant to the Petroleum Act 1955. The purchaser will not make any claim, requisition, objection or rescind or termination this contract in respect of the matters referred to in this Clause.

20. PURCHASERS ACKNOWLEDGEMENT AND WARRANTY

The purchaser acknowledges that the vendor may enter into a contract for the purpose of a property relying on this contract and will suffer damage if the purchaser does not proceed to completion. The purchaser warrants that he has, prior to entry into this contract, obtained finance for the purchase on reasonable terms or has the funds available for settlement on the completion date.

21. CONTRACTUAL CAPACITY

The purchaser and any person executing this document hereby warrant to the vendor that the purchaser is under no legal disability or lack of authority that would render this agreement void or voidable.

22. The purchaser and any person executing this document hereby warrant to the vendor that the purchaser is under no legal disability or lack of authority that would render this agreement void or voidable.
23. If the purchaser does not serve upon the Vendor the form of Transfer at least fourteen (14) days before the completion date, the Vendor is entitled to:-
 - a) extend the settlement date by up to seven (7) days without penalty and without the purchaser being entitled to serve a notice to complete during that period to allow sufficient time for the vendor to arrange for the signing of the Transfer in preparation for completion; and
 - b) recover from the purchaser as liquidated damages payable on completion the sum of \$150.00 to cover legal expenses incurred as a consequence of the delay, as a genuine pre-estimate of those additional expenses to be allowed by the purchaser as an additional adjustment on completion.

24. REDUCED DEPOSIT

In the event that the deposit is less than ten percent (10%) of the purchase price, if the Purchaser defaults in the observance or performance of any obligation imposed on the purchaser under or by virtue of this contract whereby the Vendor is entitled to terminate the contract by serving a Notice under clause 9 then the balance of the

10% deposit shall become immediately due and notwithstanding that the damages which the Vendor has suffered as a result of such default are or may be subsequently less than ten percent (10%).

25. RELEASE OF THE DEPOSIT

Notwithstanding any other provision, it is hereby expressly agreed that the deposit monies paid pursuant to this agreement may be released to the vendor (without any further consent from the purchaser) for the purpose of the vendor's purchase of another property and (if necessary) for payment of stamp duty on such purchase. The vendor warrants that the deposit monies (but not any stamp duty) shall be held in a solicitor's or real estate agent's trust account, pending completion of this contract. The stakeholder shall treat this provision as sufficient authority for the release but if required by the vendor, the purchaser shall immediately forward such letter of authority as required to facilitate such release.

26. Should a notice or work order be issued by a competent authority after the date of this contract the purchaser must comply with the said notice or order at the purchaser's own expense and without any adjustment to the purchaser price under this contract.

27. AUCTION SALES

The following conditions are applicable to and in respect of the sale by Auction of land:

- a) The Vendors reserve price must be given in writing to the Auctioneer before the Auction commences.
 - b) A bid for the Vendor cannot be made unless the Auctioneer has, before the commencement of the Auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor.
 - c) The highest bidder is the Purchaser, subject to any reserve price.
 - d) In the event of a disputed bid, the Auctioneer is the sole arbitrator and the Auctioneer's decision is final.
 - e) The Auctioneer may refuse to accept any bid that, in the Auctioneer's opinion, is not in the best interests of the Vendor.
 - f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the Auctioneer a copy of a written authority to bid for or on behalf of another person.
 - g) A bid cannot be made or accepted after the fall of the hammer.
 - h) As soon as practicable after the fall of the hammer the purchaser is to sign this Contract.
28. The following conditions, in addition to the above conditions, are applicable to and in respect of the sale by Auction of residential property or rural land:
- a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.

- b) One bid only may be made by or on behalf of the Vendor. This includes a bid made by the Auctioneer on behalf of the Vendor.
- c) When making a bid on behalf of the Vendor or accepting a bid made by or on behalf of the Vendor, the Auctioneer must clearly state that the bid was made by or on behalf of the Vendor or Auctioneer.



**LAND
REGISTRY
SERVICES**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 157/SP60918

SEARCH DATE	TIME	EDITION NO	DATE
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5/5/2026	4:00 PM	11	18/2/2025

LAND

LOT 157 IN STRATA PLAN 60918
AT LEICHHARDT
LOCAL GOVERNMENT AREA INNER WEST

FIRST SCHEDULE

NICHOLAS ADAM TROMBETTA (TP AC36289)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP60918

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

DSL-MARIA-TROMBETTA2616

PRINTED ON 5/5/2026

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

Date and Time of Search: Tue May 05 16:00:56 2026

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LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP60918

SEARCH DATE	TIME	EDITION NO	DATE
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5/5/2026	4:02 PM	26	20/2/2026

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 60918
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LEICHHARDT
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SP60918

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 60918
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- PREMIUM STRATA PTY LTD
THE ITALIAN FORUM
BUILDING 3, LEVEL 2, 189 O'RIORDAN STREET
MASCOT NSW 2020

SECOND SCHEDULE (24 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 2 LAND EXCLUDES MINERALS (S.134 PUBLIC WORKS ACT, 1900) AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912)
- 4 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1005187
- 5 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP60918 AND SP60919
8579534 AMENDMENT TO STRATA MANAGEMENT - SEE DEALING
AB921032 AMENDMENT TO STRATA MANAGEMENT - SEE DEALING
AJ315053 AMENDMENT TO STRATA MANAGEMENT STATEMENT
- 6 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE DP1005187
- 7 C450361 RIGHT OF CARRIAGEWAY AND RIGHT OF FOOTWAY APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING LOT 1 IN DP110596
- 8 C692090 RIGHT OF WAY APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING LOT 3 IN DP193368
- 9 Y848003 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN

END OF PAGE 1 - CONTINUED OVER

OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE
DEALING. CLAUSE 12.1
AK971502 MORTGAGE OF LEASE AK971351 TO ANZ FIDUCIARY
SERVICES PTY LTD
AK971571 CHANGE OF NAME AFFECTING LEASE 8923174 LESSEE
NOW ALPHA DISTRIBUTION MINISTERIAL HOLDING

END OF PAGE 2 - CONTINUED OVER

DSL-MARIA-TROMBETTA2616

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP60918

PAGE 3

SECOND SCHEDULE (24 NOTIFICATIONS) (CONTINUED)

CORPORATION

- 23 INITIAL PERIOD EXPIRED
- 24 AV882588 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 60918

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 66	2	- 64	3	- 57	4	- 60
5	- 62	6	- 56	7	- 62	8	- 62
9	- 62	10	- 61	11	- 75	12	- 60
13	- 60	14	- 60	15	- 63	16	- 79
17	- 62	18	- 62	19	- 62	20	- 67
21	- 84	22	- 66	23	- 66	24	- 66
25	- 62	26	- 62	27	- 62	28	- 71
29	- 71	30	- 71	31	- 71	32	- 71
33	- 71	34	- 71	35	- 71	36	- 71
37	- 71	38	- 59	39	- 60	40	- 62
41	- 62	42	- 62	43	- 60	44	- 60
45	- 60	46	- 60	47	- 60	48	- 60
49	- 60	50	- 60	51	- 61	52	- 61
53	- 60	54	- 59	55	- 61	56	- 61
57	- 61	58	- 58	59	- 58	60	- 58
61	- 58	62	- 72	63	- 62	64	- 58
65	- 58	66	- 58	67	- 58	68	- 58
69	- 58	70	- 58	71	- 76	72	- 60
73	- 58	74	- 58	75	- 58	76	- 61
77	- 61	78	- 61	79	- 61	80	- 80
81	- 63	82	- 61	83	- 61	84	- 61
85	- 55	86	- 55	87	- 59	88	- 65
89	- 87	90	- 87	91	- 87	92	- 87

93 - 89	94 - 89	95 - 89	96 - 65
97 - 60	98 - 55	99 - 55	100 - 57
101 - 57	102 - 50	103 - 107	104 - 57
105 - 57	106 - 58	107 - 72	108 - 71
109 - 58	110 - 62	111 - 62	112 - 62
113 - 65	114 - 65	115 - 42	116 - 67
117 - 93	118 - 60	119 - 59	120 - 121
121 - 55	122 - 55	123 - 67	124 - 56
125 - 56	126 - 63	127 - 46	128 - 71
129 - 53	130 - 61	131 - 53	132 - 44
133 - 76	134 - 59	135 - 45	136 - 73
137 - 54	138 - 60	139 - 54	140 - 45
141 - 78	142 - 60	143 - 46	144 - 75
145 - 54	146 - 61	147 - 55	148 - 45
149 - 80	150 - 61	151 - 46	152 - 80

END OF PAGE 3 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP60918

PAGE 4

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

STRATA PLAN 60918

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
153	- 55	154	- 62	155	- 58	156	- 46
157	- 82	158	- 4	159	- 4	160	- 4
161	- 4	162	- 4	163	- 1	164	- 1
165	- 1						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

DSL-MARIA-TROMBETTA2616

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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

COUNCIL'S CERTIFICATE

LEICHHARDT COUNCIL (Name of Council)
 having satisfied itself that the requirements of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:
 Strata Plan
 Strata Plan of subdivision.
 situated in the acreage to this certificate.

* The strata development plan of subdivision is part of a development scheme. The consent is subject to the plan being consistent with the requirements of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986 and the strata development contract in which it is made.
 * The council does not object to the encroachment of the building beyond the alignment of
 NORTON STREET

* This approval is given on the condition that the use of this (any) (Building, utility, vehicle or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of the property (not being such a utility) being the subject of the strata development scheme as referred to in section 35 of the Strata Schemes (Freehold Development) Act 1973 or section 60 of the Strata Schemes (Leasehold Development) Act 1986.
 Date: 13 AUGUST 1999
 Subdivision No. 5980109
 General Manager / Authorised Person
 Complete or delete if applicable

SURVEYOR'S CERTIFICATE

ANTHONY ALLEN
 HILL BLUME P/L A.C.N. 000 721 004
 102 CROWN ST. WOODLOUGH QLD

* (a) the building encroaches on a public place:
 * (b) the building encroaches on a public place in respect of which encroachment an appropriate easement:
 * has been created by registered:
 * is to be created under section 88B of the Conveyancing Act 1919
 (b) the survey information recorded in the accompanying plan is accurate.
 Signature: [Signature]
 Date: 11.7.99
 * State whether dealing or plan, and quote registered number.
 THIS IS SHEET 1 OF MY PLAN IN 10 SHEETS

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

PURSUANT TO SEC.88B OF THE CONVEYANCING ACT 1919-1964 & SEC.7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, IT IS INTENDED TO CREATE:
 1. RESTRICTION ON USE.

[Signature]
 DIRECTOR

[Signature]
 DAVID MALLON
 City Administration Manager

LEIGH LEASE PROJECTS
 Signed Sealed and delivered for
 Leigh Lease Projects Pty Limited
 by its attorney pursuant to Power
 of Attorney Book 4244 Number 334
 in the presence of Loren Thomas, J.P.
 [Signature]

[Signature]
 KIM SUE
 City Admin
 General Property Services
 JOHN CARNEY
 139 OCEANVIEW RD
 HARRISBORO NSW

TAILOR MADE

(When type being adopted) Model By-laws adopted for this scheme
 Keeping of Animals: Option A/B/C
 Schedule of By-laws in: 44 sheets filed with plan.
 By-laws apply.
 State and whether applicable.

THIS PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT OF 38 SHEETS.

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----

SURVEYOR'S REFERENCE: RES/46628/105/B

PLAN OF SUBDIVISION OF LOT 11 D.P.1005187
 LGA: LEICHHARDT Locality: LEICHHARDT
 Parish: PETERSHAM County: CUMBERLAND
 Reduction Ratio 1: Lengths are in metres
 Name of, and address for service of notice on, the owner's corporation
 Address required on original strata plan only.

S1 SP60918
 Registered: 27.8.1999
 CA: No. S980109 OF 13-8-1999
 Title System: TORRENS
 Purpose: STRATA PLA
 Ref. Map: U0945-524 #
 Last Plan: DP1005187

FOR LOCATION PLAN
 SEE SHEET 2
 LOT 11 IS A STRATUM LOT AS DEFINED
 IN D.P.1005187

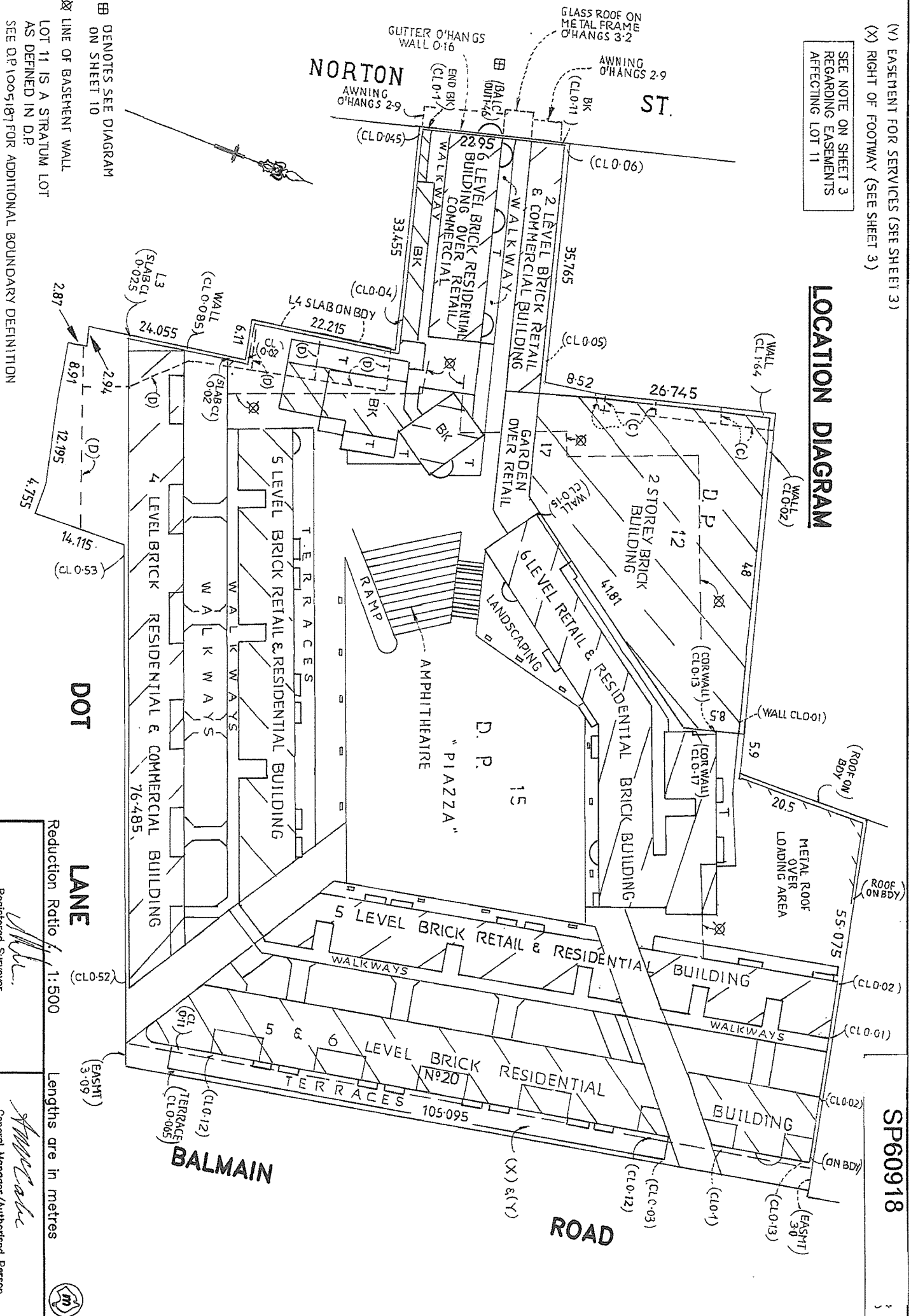
Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

(V) EASEMENT FOR SERVICES (SEE SHEET 3)
 (X) RIGHT OF FOOTWAY (SEE SHEET 3)
 SEE NOTE ON SHEET 3 REGARDING EASEMENTS AFFECTING LOT 11

SEE NOTE ON SHEET 3 REGARDING EASEMENTS AFFECTING LOT 11

LOCATION DIAGRAM



⊕ DENOTES SEE DIAGRAM ON SHEET 10
 ⊗ LINE OF BASEMENT WALL
 LOT 11 IS A STRATUM LOT AS DEFINED IN D.P.
 SEE D.P. 1005187 FOR ADDITIONAL BOUNDARY DEFINITION

Reduction Ratio 1:500

Lengths are in metres



SURVEYOR'S REFERENCE: RES/48628/105 B
 Registered Surveyor

General-Manager/Authorised Person

SP60918

SCHEDULE OF UNIT ENTITLEMENTS

LOT	ENTITLEMENT	LOT	ENTITLEMENT	LOT	ENTITLEMENT	LOT	ENTITLEMENT	LOT	ENTITLEMENT
1	86	41	62	81	63	121	55		
2	64	42	62	82	61	122	55		
3	57	43	60	83	61	123	67		
4	60	44	60	84	61	124	56		
5	62	45	60	85	55	125	56		
6	56	46	60	86	55	126	63		
7	62	47	60	87	59	127	46		
8	62	48	60	88	65	128	71		
9	62	49	60	89	87	129	53		
10	61	50	60	90	87	130	61		
11	75	51	61	91	87	131	53		
12	60	52	61	92	87	132	44		
13	60	53	60	93	89	133	76		
14	60	54	59	94	89	134	59		
15	63	55	61	95	89	135	45		
16	79	56	61	96	65	136	73		
17	62	57	61	97	60	137	54		
18	62	58	58	98	55	138	60		
19	62	59	58	99	55	139	54		
20	67	60	58	100	57	140	45		
21	84	61	58	101	57	141	78		
22	66	62	72	102	50	142	60		
23	66	63	62	103	107	143	46		
24	66	64	58	104	57	144	75		
25	62	65	58	105	57	145	54		
26	62	66	58	106	58	146	61		
27	62	67	58	107	72	147	55		
28	71	68	58	108	71	148	45		
29	71	69	58	109	58	149	80		
30	71	70	58	110	62	150	61		
31	71	71	76	111	62	151	46		
32	71	72	60	112	62	152	80		
33	71	73	58	113	65	153	55		
34	71	74	58	114	65	154	62		
35	71	75	58	115	42	155	58		
36	71	76	61	116	67	156	46		
37	71	77	61	117	93	157	82		
38	59	78	61	118	60	158-162	4 EACH		
39	60	79	61	119	59	163-165	1 EACH		
40	62	80	80	120	121	TOTAL	10000		


SP60918

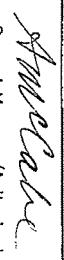
- EASEMENTS BY D.P. 1005187 AFFECTING LOT 11
 SEE D.P. 1005187 FOR COMPLETE DEFINITION OF
 EASEMENT BOUNDARIES.
- 1) EASEMENT FOR SERVICES
 - 2) EASEMENT FOR SERVICES (Y)
 - 4) POSITIVE COVENANT
 - 5) EASEMENT FOR PEDESTRIAN ACCESS
 - 6) RIGHT OF FOOTWAY (X)
 - 8) EASEMENT TO DRAIN WATER OVER EXISTING
 LINE OF PIPES APPROXIMATE POSITION (D)
 - 10) RIGHT OF CARRIAGEWAY (S)
 - 11) RIGHT OF CARRIAGEWAY (T)

RIGHTS OF CARRIAGEWAY (S) (T), RIGHT OF
 FOOTWAY (X) & EASEMENT FOR SERVICES (Y)
 LIMITED IN HEIGHT & DEPTH AS NOTED
 ON D.P. 1005187.

Reduction Ratio : N/A

Lengths are in metres

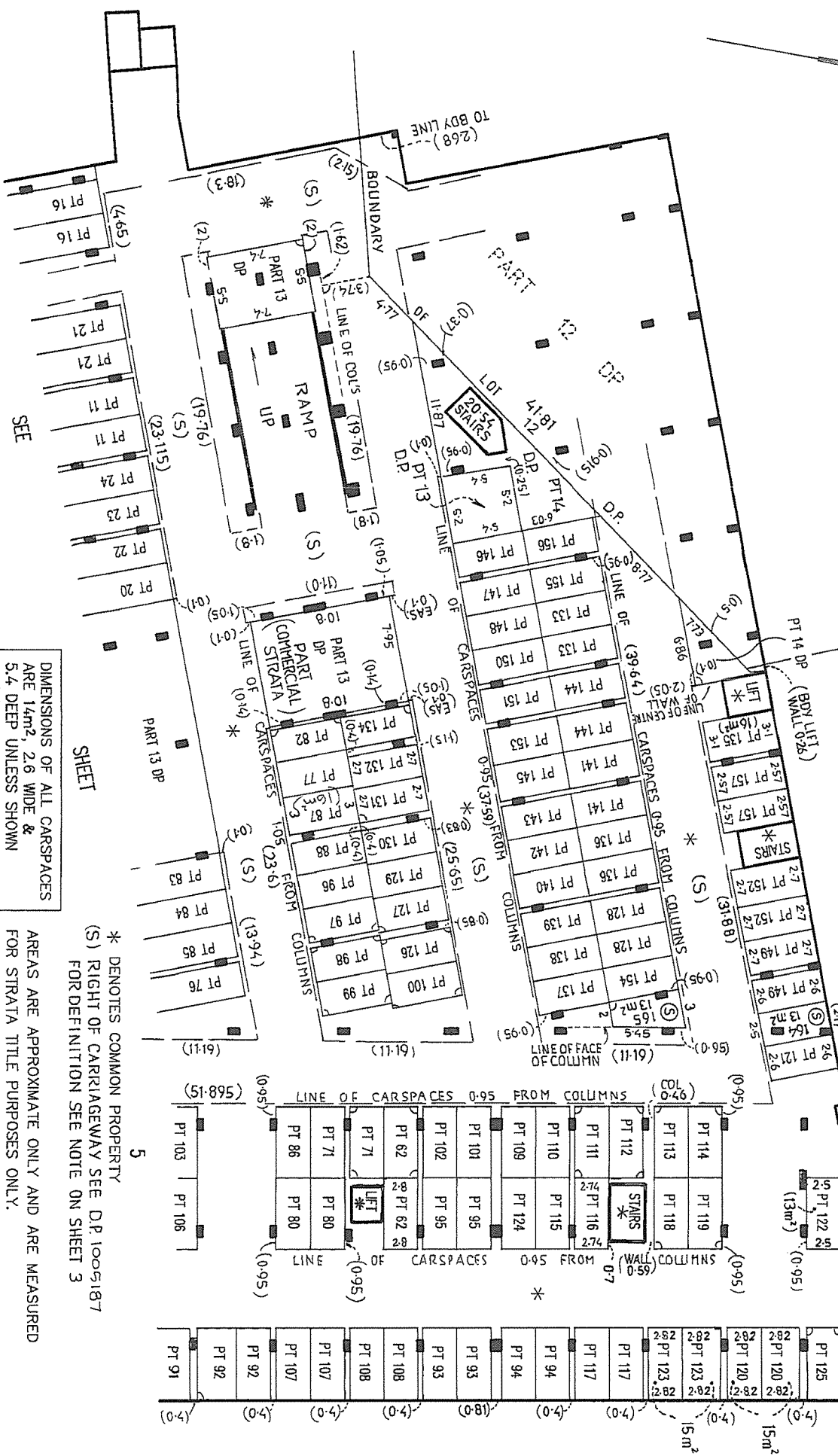
Registered Surveyor


General-Manager/Authorised Person




WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

BASEMENT 2
(LEVEL -1)



⊙ DENOTES STORAGE AREA
 ⊕ DENOTES 90° ANGLE

CARSPACES ARE DEFINED BY FACES OF WALLS, LINE OF FACES OF COLUMNS, LINE OF CENTRE OF COLUMNS & DIMENSIONS AS SHOWN

DIMENSIONS OF ALL CARSPACES ARE 14m², 2.6 WIDE & 5.4 DEEP UNLESS SHOWN OTHERWISE

SEE D.P. 1005/187 FOR BOUNDARY DEFINITION

SHEET

* DENOTES COMMON PROPERTY
 (S) RIGHT OF CARRIAGEWAY SEE D.P. 1005/187 FOR DEFINITION SEE NOTE ON SHEET 3

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA TITLE PURPOSES ONLY.

Reduction Ratio 1:300 Lengths are in metres

SURVEYOR'S REFERENCE: RES/46828/105/B

Registered Surveyor

General-Manager/Authorised Person



SP60918

BASEMENT 2
 (LEVEL-1)

SHEET

4

SP60918



SEE

SEE

SHEET 10

DIAG

(S) RIGHT OF CARRIAGEWAY
 SEE D.P. 1005187
 FOR DEFINITION SEE NOTE
 ON SHEET 3

(S) DENOTES STORAGE AREA
 h DENOTES 90° ANGLE

CARSPACES ARE DEFINED BY FACES OF
 WALLS, LINE OF FACES OF COLUMNS,
 LINE OF CENTRE OF COLUMNS &
 DIMENSIONS AS SHOWN

DIMENSIONS OF ALL CARSPACES
 ARE 14m², 2.6 WIDE &
 5.4 DEEP, UNLESS SHOWN
 OTHERWISE

SEE D.P. 1005187
 FOR BOUNDARY DEFINITION

* DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED
 FOR STRATA TITLE PURPOSES ONLY.

Reduction Ratio 1:300

Lengths are in metres



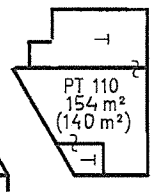
Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: RES/46628/105/B

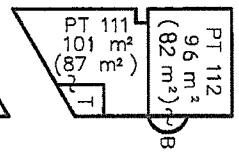
SP600918

LEVEL 1
(PIAZZA LEVEL)



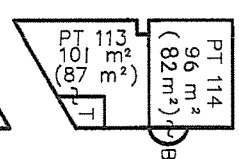
PT 63	129 m ²	T
PT 64	109 m ²	T
PT 65	109 m ²	T
PT 66	109 m ²	T
PT 58	109 m ²	T
PT 59	109 m ²	T
PT 60	109 m ²	T
PT 61	109 m ²	T
PT 62	148 m ²	T
	120 m ²	T

LEVEL 2

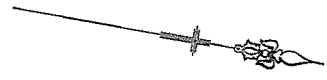


PT 72	99 m ²	B
PT 73	91 m ²	B
PT 74	91 m ²	B
PT 75	91 m ²	B
PT 67	93 m ²	B
PT 68	91 m ²	B
PT 69	91 m ²	B
PT 70	92 m ²	B
PT 71	147 m ²	B
	119 m ²	B

LEVEL 3



PT 81	98 m ²	B
PT 82	91 m ²	B
PT 83	91 m ²	B
PT 84	91 m ²	B
PT 76	91 m ²	B
PT 77	91 m ²	B
PT 78	91 m ²	B
PT 79	91 m ²	B
PT 80	147 m ²	B
	119 m ²	B



- * DENOTES COMMON PROPERTY
 - T DENOTES TERRACE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER CONCRETE SURFACE OF EACH RESPECTIVE FLOOR UNLESS COVERED.
 - B DENOTES BALCONY LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER CONCRETE SURFACE OF EACH RESPECTIVE FLOOR UNLESS COVERED.
- AREAS ARE APPROXIMATE ONLY & ARE MEASURED FOR STRATA TITLE PURPOSES ONLY.

Reduction Ratio : 500

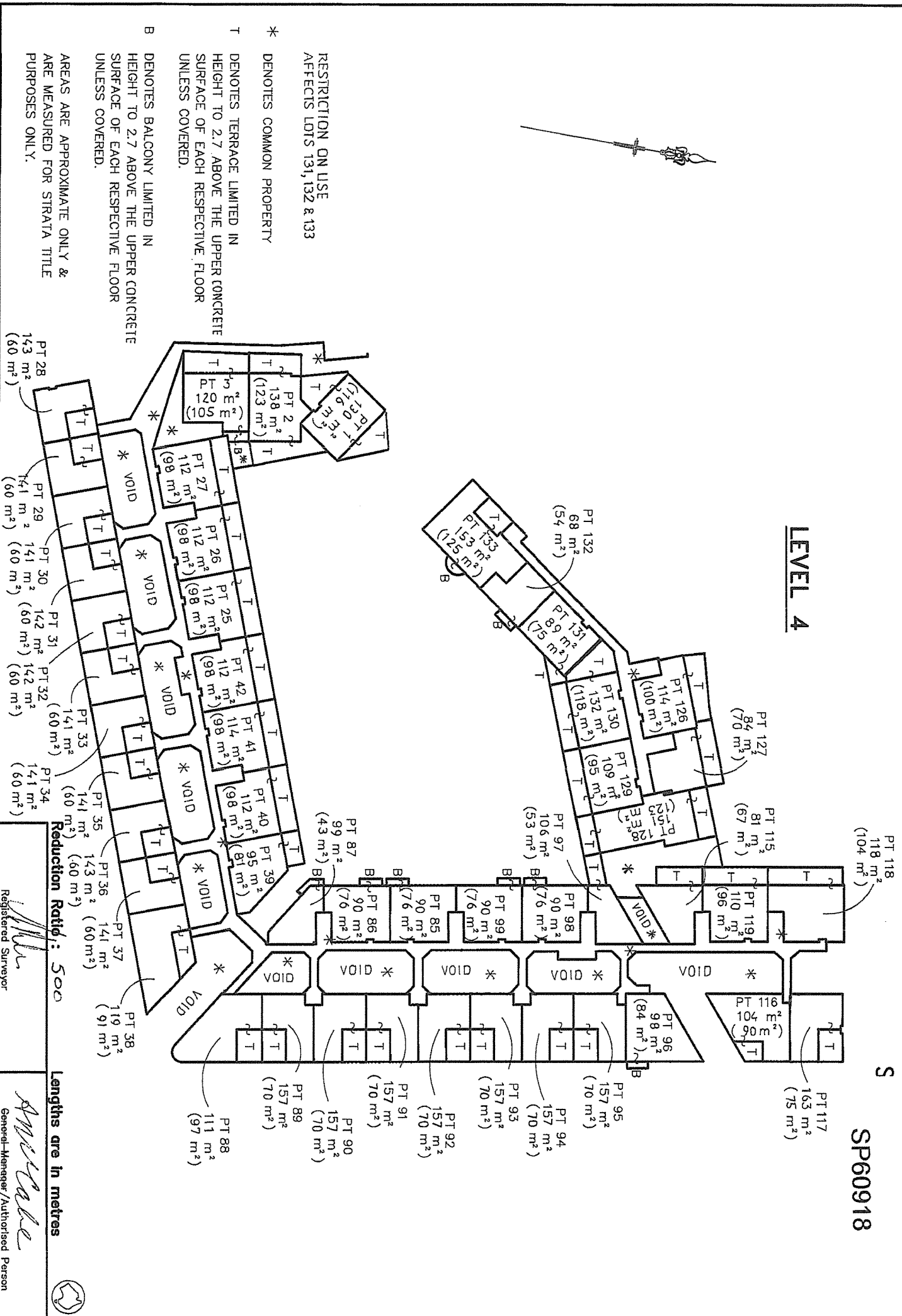
Lengths are in metres

Registered Surveyor

General Manager/Authorized Person



LEVEL 4



RESTRICTION ON USE AFFECTS LOTS 131, 132 & 133

* DENOTES COMMON PROPERTY

T DENOTES TERRACE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER CONCRETE SURFACE OF EACH RESPECTIVE FLOOR UNLESS COVERED.

B DENOTES BALCONY LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER CONCRETE SURFACE OF EACH RESPECTIVE FLOOR UNLESS COVERED.

AREAS ARE APPROXIMATE ONLY & ARE MEASURED FOR STRATA TITLE PURPOSES ONLY.

S

SP60918

Reduction Ratio: 500

Lengths are in metres

Registered Surveyor

General-Manager/Authorised Person

SURVEYOR'S REFERENCE: RES/46628/105/B

SP60918

IN

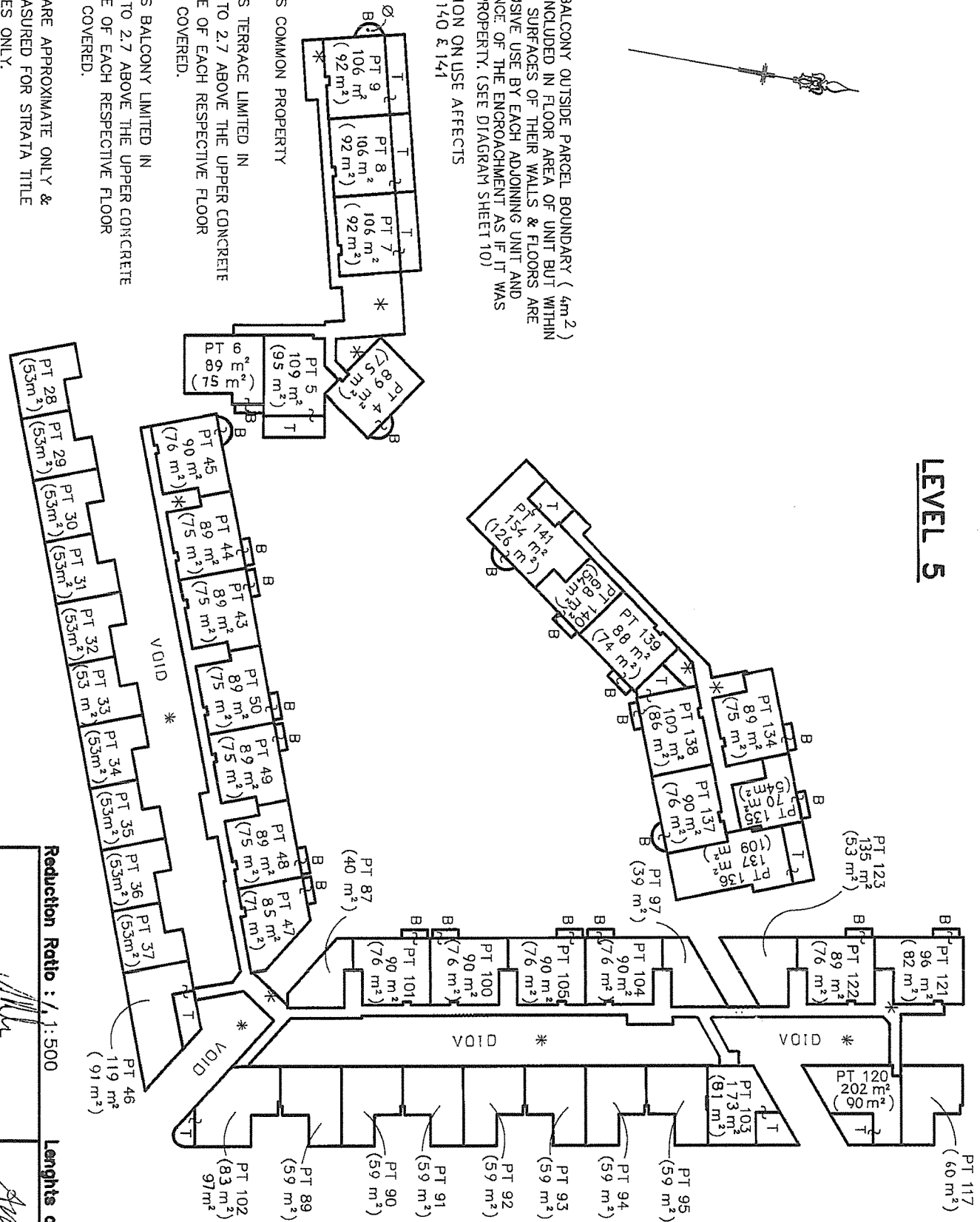
LEVEL 5



Ø DENOTES BALCONY OUTSIDE PARCEL BOUNDARY (4m²) AND NOT INCLUDED IN FLOOR AREA OF UNIT BUT WITHIN THE INNER SURFACES OF THEIR WALLS & FLOORS ARE FOR EXCLUSIVE USE BY EACH ADJOINING UNIT AND THE BALANCE OF THE ENROACHMENT AS IF IT WAS COMMON PROPERTY. (SEE DIAGRAM SHEET 10)

RESTRICTION ON USE AFFECTS LOTS 139, 140 & 141

- * DENOTES COMMON PROPERTY
 - T DENOTES TERRACE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER CONCRETE SURFACE OF EACH RESPECTIVE FLOOR UNLESS COVERED.
 - B DENOTES BALCONY LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER CONCRETE SURFACE OF EACH RESPECTIVE FLOOR UNLESS COVERED.
- AREAS ARE APPROXIMATE ONLY & ARE MEASURED FOR STRATA TITLE PURPOSES ONLY.



Reduction Ratio : 1:500

Lengths are in metres

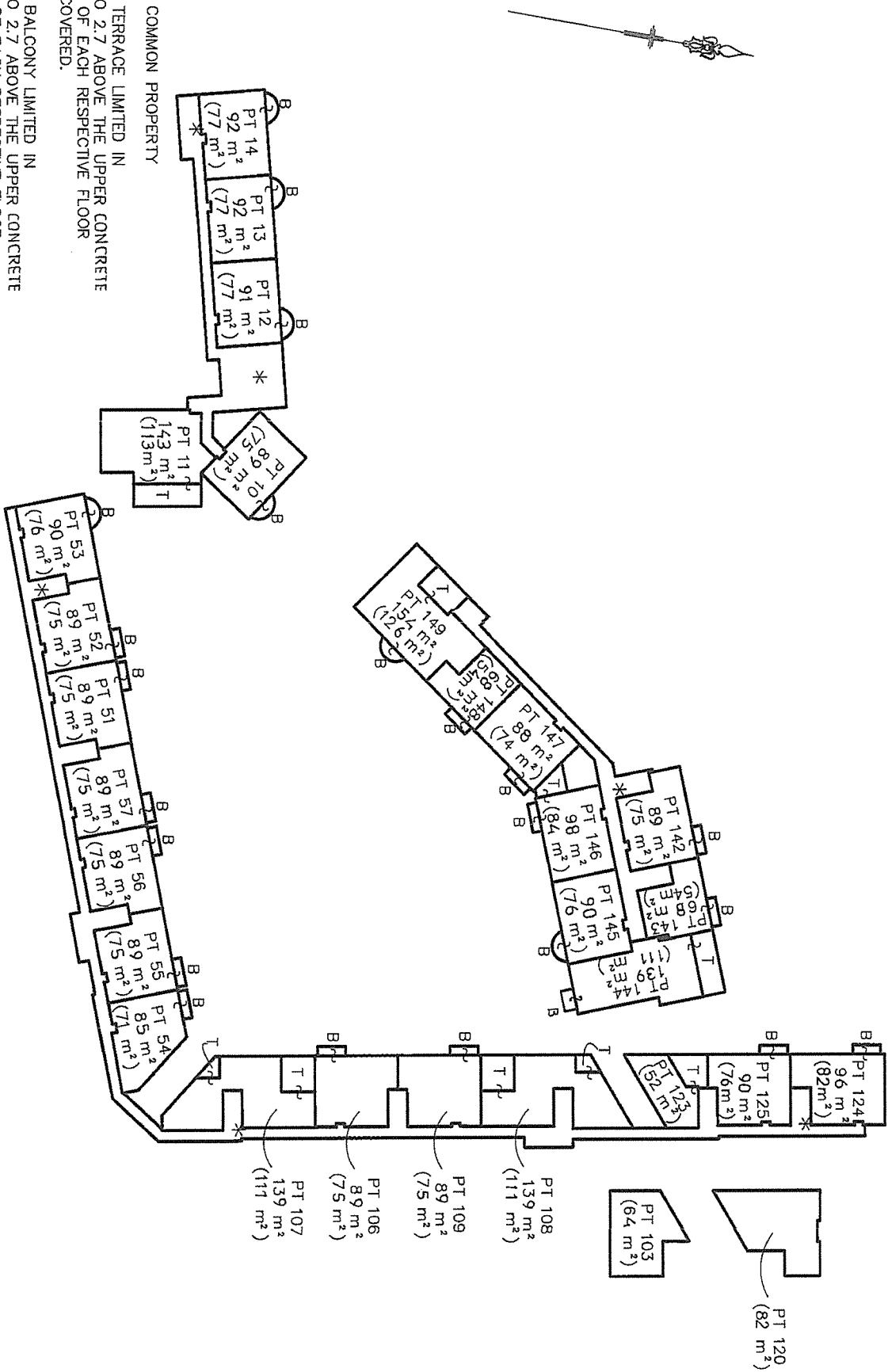


Registered Surveyor

General Manager/Authorised Person

SP60918

LEVEL 6



- * DENOTES COMMON PROPERTY
 - T DENOTES TERRACE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER CONCRETE SURFACE OF EACH RESPECTIVE FLOOR UNLESS COVERED.
 - B DENOTES BALCONY LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER CONCRETE SURFACE OF EACH RESPECTIVE FLOOR UNLESS COVERED.
- AREAS ARE APPROXIMATE ONLY & ARE MEASURED FOR STRATA TITLE PURPOSES ONLY.

Reduction Ratio: 1:500

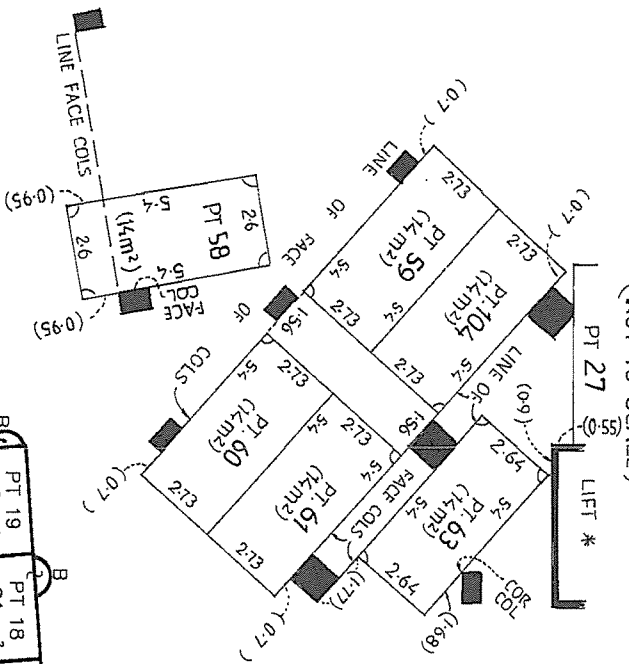
Lengths are in metres



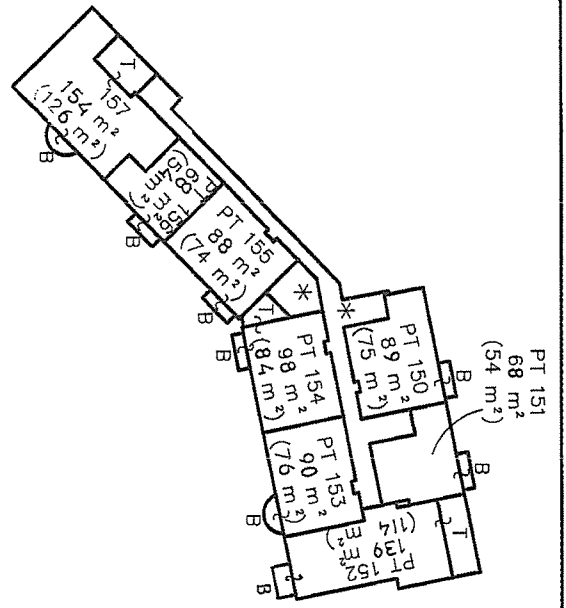
Registered Surveyor *[Signature]*

General Manager / Authorised Person *[Signature]*

PARKING DIAGRAM FROM SHEET 5
(NOT TO SCALE)

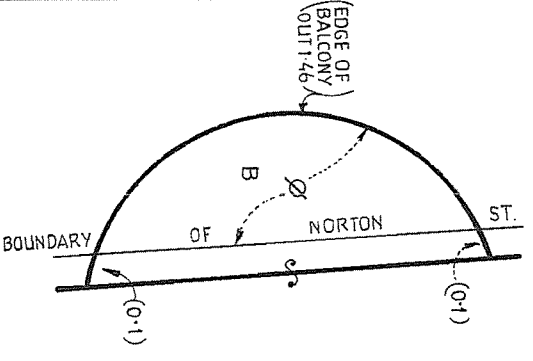
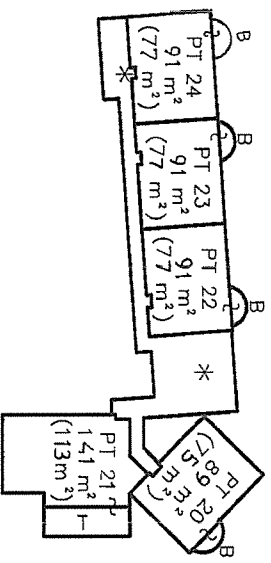
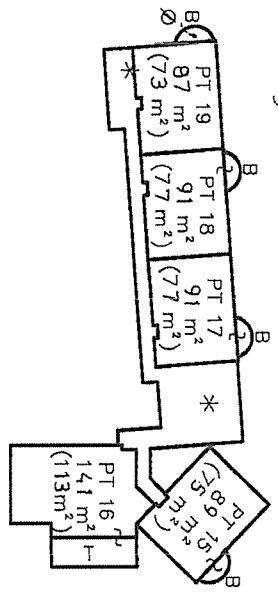


LEVEL 7



SP60918

LEVEL 8



Ø DENOTES BALCONY OUTSIDE PARCEL BOUNDARY (4m²) AND NOT INCLUDED IN FLOOR AREA OF UNIT BUT WITHIN THE INNER SURFACES OF THEIR WALLS & FLOORS ARE FOR EXCLUSIVE USE BY EACH ADJOINING UNIT AND THE BALANCE OF THE ENCROACHMENT AS IF IT WAS COMMON PROPERTY.

h DENOTES 90° ANGLE

* DENOTES COMMON PROPERTY

T DENOTES TERRACE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER CONCRETE SURFACE OF EACH RESPECTIVE FLOOR UNLESS COVERED.

B DENOTES BALCONY LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER CONCRETE SURFACE OF EACH RESPECTIVE FLOOR UNLESS COVERED.

AREAS ARE APPROXIMATE ONLY & ARE MEASURED FOR STRATA TITLE PURPOSES ONLY.

Reduction Ratio : 1:500

Lengths are in metres



Registered Surveyor
[Signature]

General-Manager/Authorised Person
[Signature]

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

COUNCIL'S CERTIFICATE

LEICHHARDT COUNCIL (Area of Council)

1. This approval is given on the condition that the... 65, 66, 67, 68, 69 TO 71 & 72... 13 AUGUST 1999... 5980110

SURVEYOR'S CERTIFICATE

ANTHONY ALLEN HILLE BLUME P/L ACN000721004 102 CROWN ST WOOLLOOMOOLOO

1. This is sheet 1 of my Plan in 9 sheets... 12/7/99

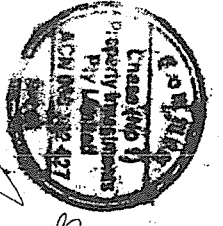
PLAN OF SUBDIVISION OF LOT 13 D.P.1005187 LGA LEICHHARDT Suburb/Locality: LEICHHARDT Parish: PETERSHAM County: CUMBERLAND Reduction Ratio 1: Lengths are in metres

S SP60919 Registered: 26.8.1999 C.A. No 5980110 of 13.8.1999 Purpose: STRATA PLAN Ref. Map: U0945-524 # Last Plan: DP 1005187

Name of and address for service of notices on the owners corporation *Address required on original strata plan only.

"THE OWNERS" STRATA PLAN No 60919 No 20 BALMAIN RD LEICHHARDT N.S.W. 2040

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



Director and another Director signature.

ATTORNEY Print Name: David Malcolm Mathison Position Held: Credit Administration Manager

LEND LEASE PROJECS Sorted sealed and delivered for Land Lease Projects Pty Limited by its attorney pursuant to Power of Attorney Book 4244 Number 394 in the presence of Loreen Thomas JP.

WITNESS Print Name: [Signature]

THIS PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT OF 38 SHEETS.

- * TAILOR MADE Model By-laws adopted for this scheme
* Keeping of Animals : Option A/B/C
* Schedule of By-laws in 19 sheets filed with plan
* No-By-laws apply
* Strike out whichever is inapplicable

FOR LOCATION PLAN SEE SHEET 2

LOT 13 IS A STRATUM LOT AS DEFINED IN D.P.1005187

Table with columns for scale (10, 30, 50, 100, 150, 200 mm) and a row for SURVEYOR'S REFERENCE: COMM 46628/105 B

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

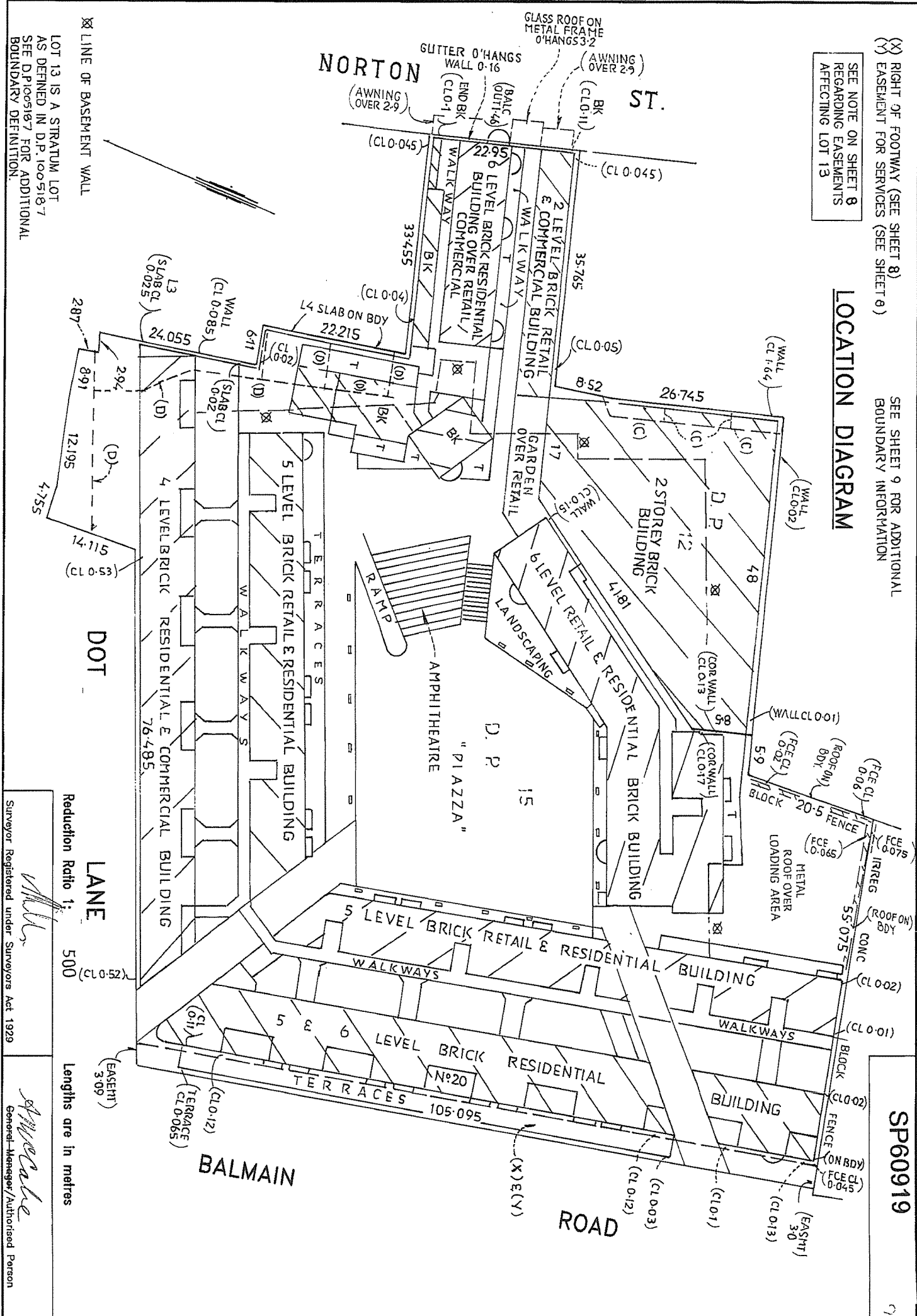
(X) RIGHT OF FOOTWAY (SEE SHEET 8)
(Y) EASEMENT FOR SERVICES (SEE SHEET 6)

SEE SHEET 9 FOR ADDITIONAL
BOUNDARY INFORMATION

SEE NOTE ON SHEET 8
REGARDING EASEMENTS
AFFECTING LOT 13

LOCATION DIAGRAM

SP60919



LINE OF BASEMENT WALL

LOT 13 IS A STRATUM LOT
AS DEFINED IN D.P. 100518-7
SEE D.P. 100518-7 FOR ADDITIONAL
BOUNDARY DEFINITION.

DOT

LANE

Reduction Ratio 1: 500

Lengths are in metres

SURVEYOR'S REFERENCE: COMM/46628/105B

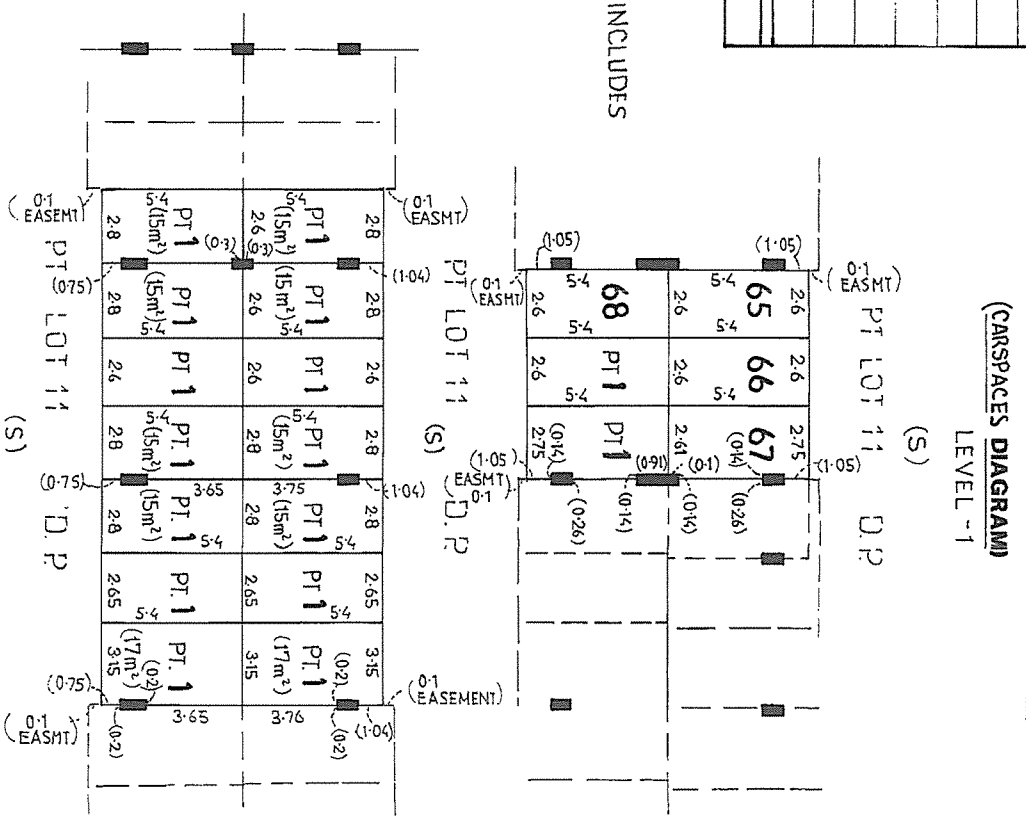
Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

LOT No:	UNIT ENTITLEMENT	SCHEDULE OF UNIT ENTITLEMENT		
		27	28	28
1	1344	29	193	56
2	276	30	88	57
3	215	31	88	73
4	139	32	73	58
5	127	33	100	123
6	399	34	167	123
7	224	35	108	59
8	202	36	233	60
9	130	37	97	61
10	56	38	23	62
11	141	39	124	63
12	139	40	233	64
13	159	41	78	65-72
14	159	42	116	6 EACH
15	104	43	94	AGGREGATE
16	224	44	94	10,000
17	121	45	94	
18	121	46	97	
19	107	47	96	
20	144	48	117	
21	136	49	184	
22	101	50	123	
23	123	51	96	
24	155	52	96	
25	168	53	185	
26	115	54	80	
		55	56	

NOTE: LIBRARY IS LOT 1 (INCLUDES 16 CARSPACES)

SP60919
BASEMENT 2 PARKING
(CARSPACES DIAGRAM)
LEVEL -1
(S)



SEE D.P.1005187 (SHEET 2) FOR BOUNDARY DEFINITION

CARSPACES ARE DEFINED BY CENTRES & FACES OF COLUMNS & DIMENSIONS AS SHOWN

(S) DENOTES RIGHT OF CARRIAGEWAY BY D.P.1005187

SEE SHEET 4 FOR OVERALL DIAGRAM OF BASEMENT 2

Reduction Ratio 1:200

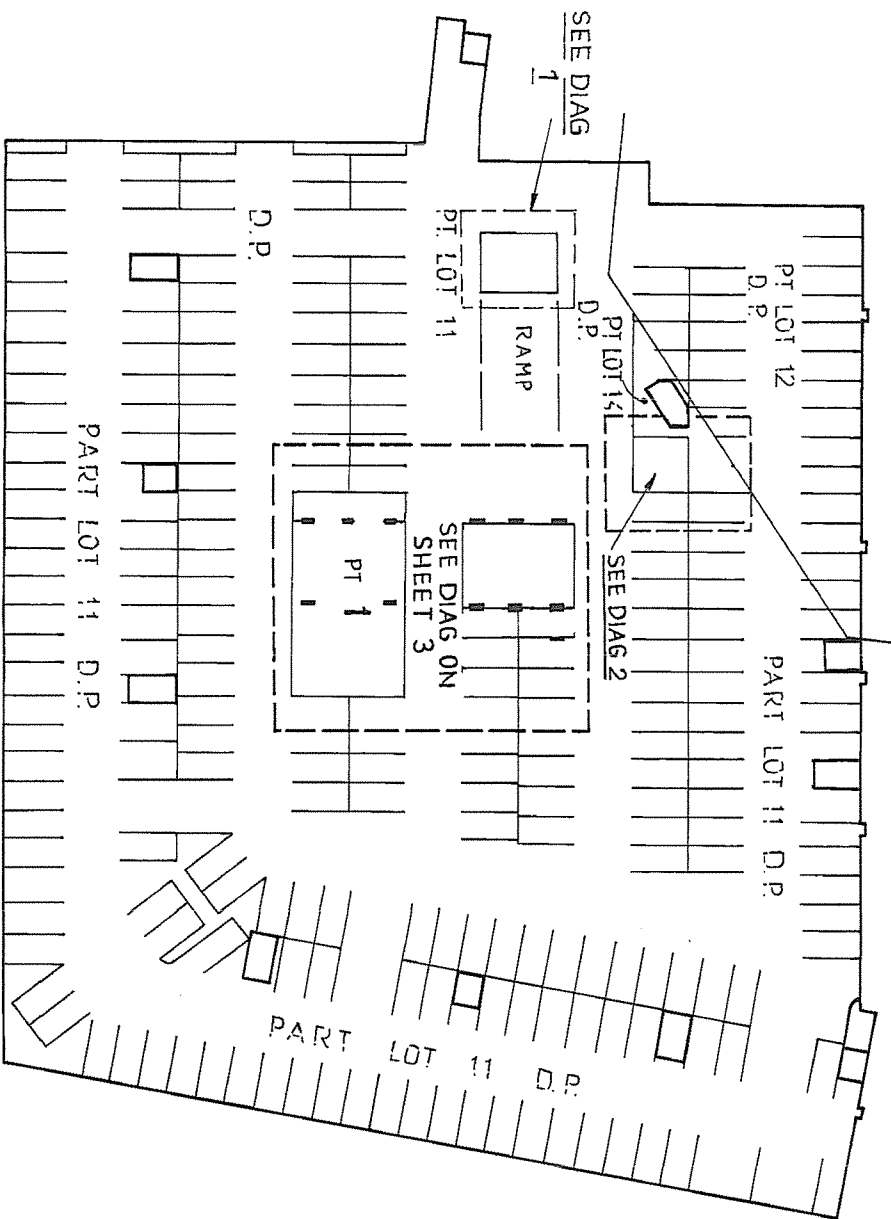
Lengths are in metres

* DENOTES COMMON PROPERTY

CARSPACES ARE APPROXIMATE ONLY & ARE MEASURED FOR STRATA TITLE PURPOSES ONLY

BASEMENT 2 (CARSPACES)

(LEVEL -1)



SP60919

STRATA PLAN

PART LOT 11
D.P.

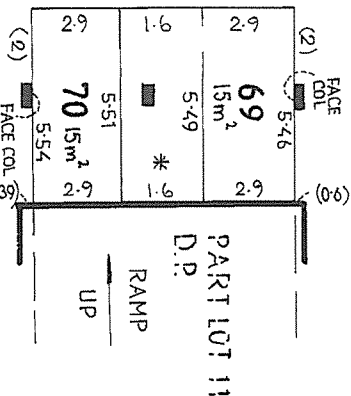


DIAGRAM 1 - CARSPACES
(NOT TO SCALE)

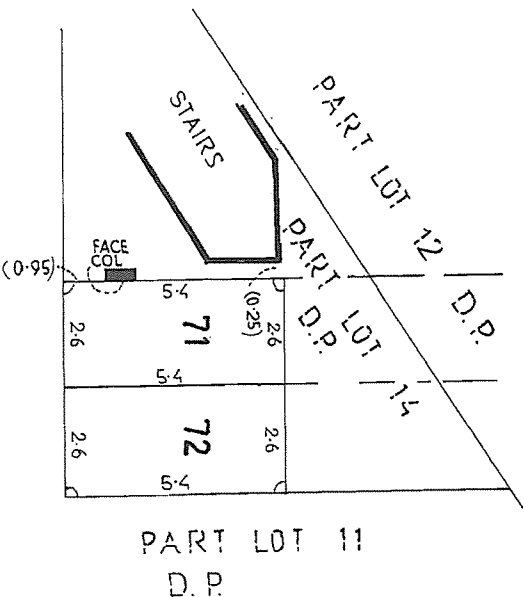


DIAGRAM 2 - CARSPACES
(NOT TO SCALE)

* DENOTES COMMON PROPERTY

CARSPACES ARE 14m² EACH UNLESS SHOWN OTHERWISE
AREAS ARE APPROXIMATE ONLY & ARE MEASURED
FOR STRATA TITLE PURPOSES ONLY.

SEE DIAGRAM ON SHEET 3 & DIAGS 1 & 2
FOR LAYOUT OF ALL CARSPACE
LOTS FOR STRATA PLAN

b DENOTES 90° ANGLE

SEE D.P.1005187 (SHEET 3)
FOR BOUNDARY DEFINITION

Reduction Ratio: 1: 500

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

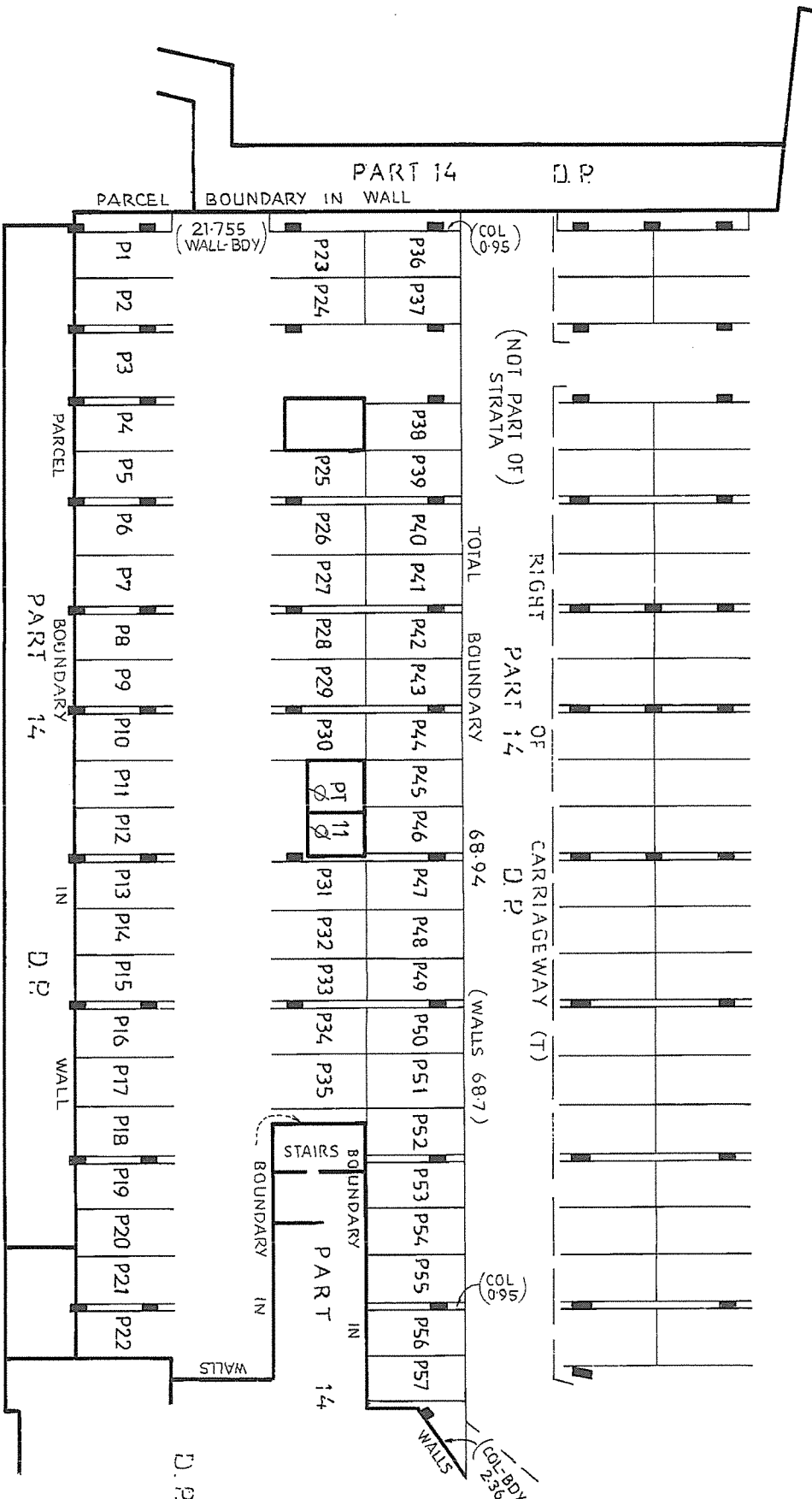
SURVEYOR'S REFERENCE:

COMM/46628/105/B



BASEMENT (LEVEL 0)
(COMMON PROPERTY)

SP60919



Ø DENOTES PART OF LOT 11 D.P. 1005187

SEE D.P. 1005187 (SHEET 2) FOR BOUNDARY DEFINITION OF LOT 13 AT THIS LEVEL.

(T) DENOTES RIGHT OF CARRIAGEWAY VIDE D.P. 1005187

Reduction Ratio 1: 250

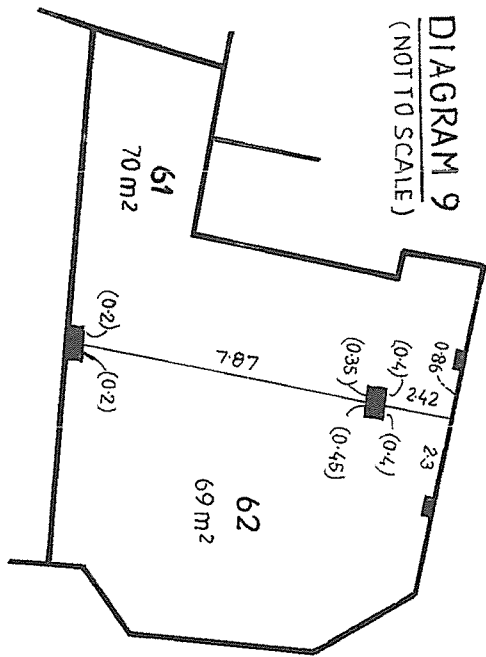
Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: COMM/46628/105B

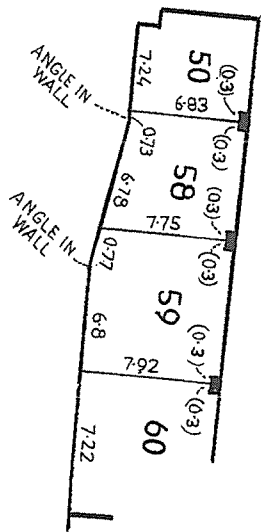
DIAGRAM 9
(NOT TO SCALE)



LEVEL 3

SP60919

DIAGRAM 10
(NOT TO SCALE)

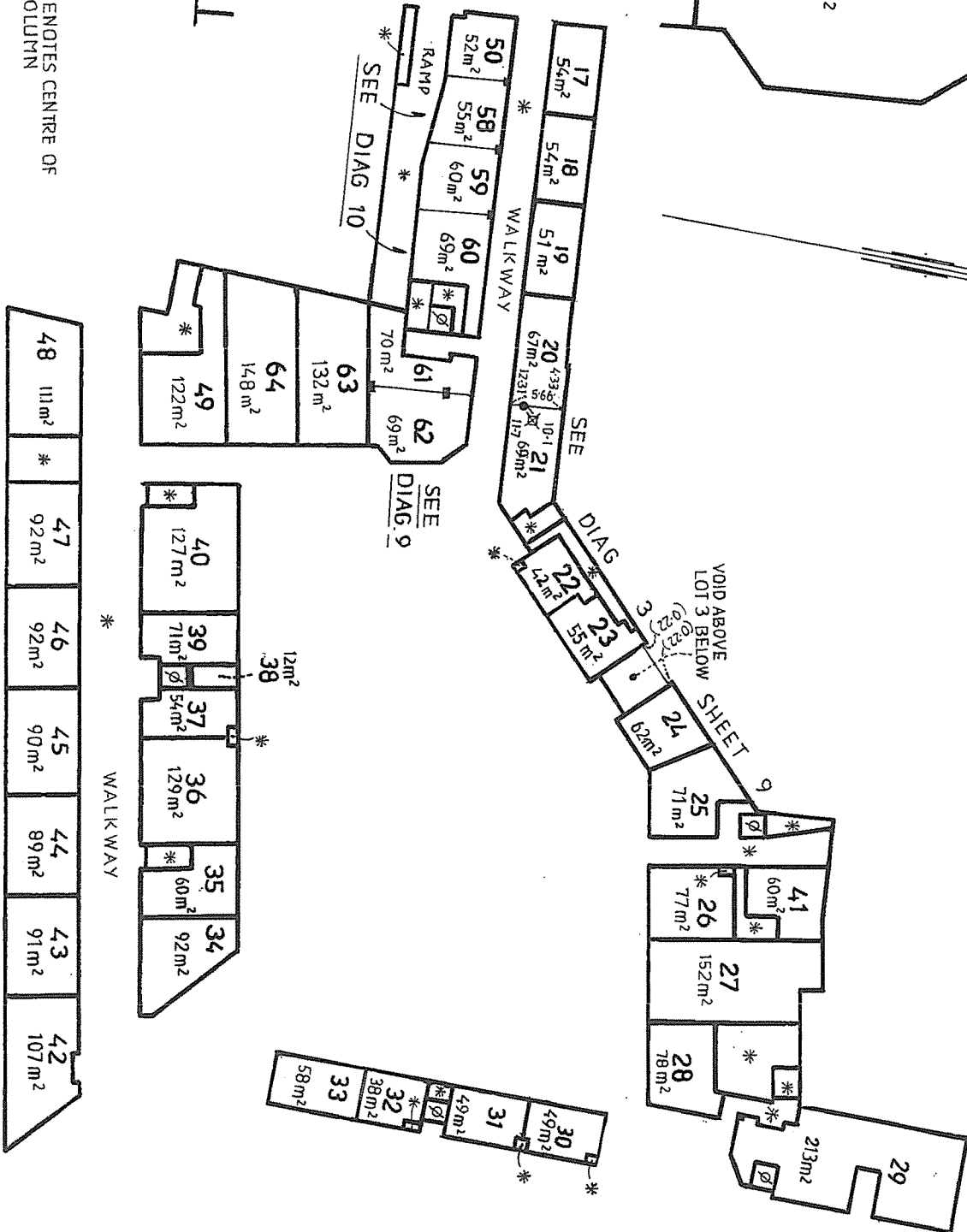


FOR CLARITY NOT ALL COMMON PROPERTY DUCTS & COLUMNS ARE SHOWN.
AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA TITLE PURPOSES ONLY

✗ DENOTES CENTRE OF COLUMN

* DENOTES COMMON PROPERTY
∅ DENOTES LIFT PART LOT 11
DP1005187

SEE D.P1005187 FOR BOUNDARY DEFINITION & SHEETS 2 & 9 OF STRATA PLAN FOR ADDITIONAL INFORMATION



48	111m²	*	47	92m²	46	92m²	45	90m²	44	89m²	43	91m²	42	107m²
----	-------	---	----	------	----	------	----	------	----	------	----	------	----	-------

Reduction Ratio 1:500

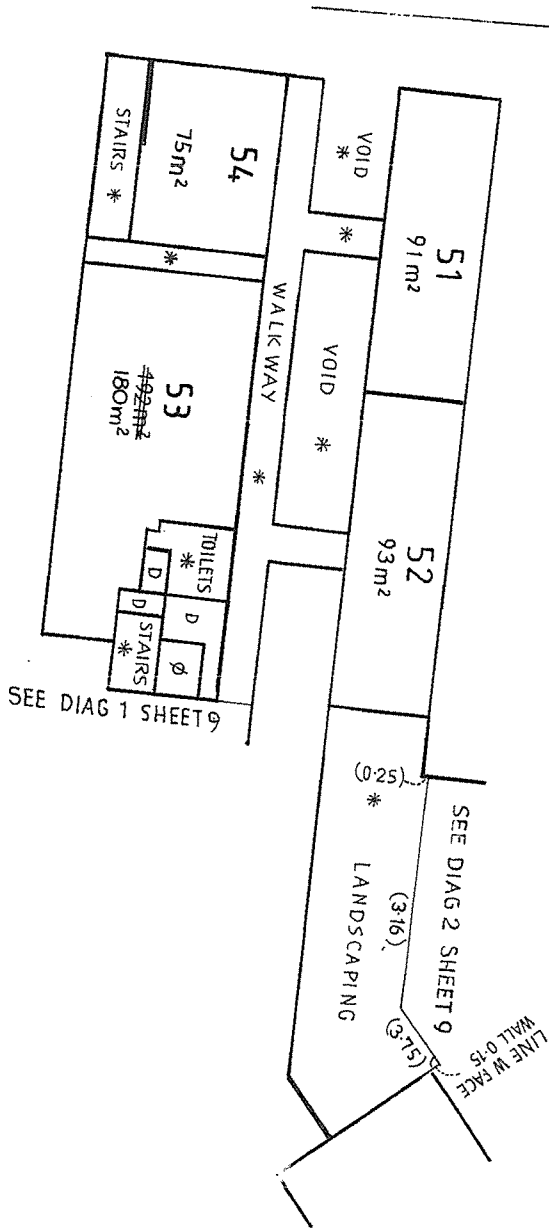
Lengths are in metres

Surveyor Registered under Surveyors Act 1929
M. McCall
 General Manager/Authorised Person

SURVEYOR'S REFERENCE: COMM/46628/105B

SP60919

LEVEL 4



FOR CLARITY NOT ALL COMMON PROPERTY DUCTS & COLUMNS ARE SHOWN.

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA TITLE PURPOSES ONLY

* DENOTES COMMON PROPERTY
D DENOTES DUCT COMMON PROPERTY

∅ DENOTES LIFT PART OF LOT 11 D.P. 1005187
∠ DENOTES 90° ANGLE

SEE D.P. 1005187 FOR BOUNDARY DEFINITION & SHEETS 2 & 9 OF STRATA PLAN FOR ADDITIONAL INFORMATION.

- EASEMENTS BY D.P. 1005187 AFFECTING LOT 13 SEE D.P. 1005187 FOR COMPLETE DEFINITION OF EASEMENT BOUNDARIES.
- 1) EASEMENT FOR SERVICES
 - 2) EASEMENT FOR SERVICES (Y)
 - (3&4) POSITIVE COVENANTS
 - 5) EASEMENT FOR PEDESTRIAN ACCESS
 - 6) RIGHT OF FOOTWAY (X)
 - 9) RIGHT OF CARRIAGEWAY (R)
 - 11) RIGHT OF CARRIAGEWAY (T)
- RIGHTS OF CARRIAGEWAY (R) (T), RIGHT OF FOOTWAY (X) & EASEMENT FOR SERVICES (Y) LIMITED IN HEIGHT & DEPTH AS NOTED ON D.P. 1005187.

Reduction Ratio 1:300

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General-Manager/Authorised Person

SURVEYOR'S REFERENCE: COMM/46628/105 B

DIAGRAM 1
LEVEL 4
(NOT TO SCALE)

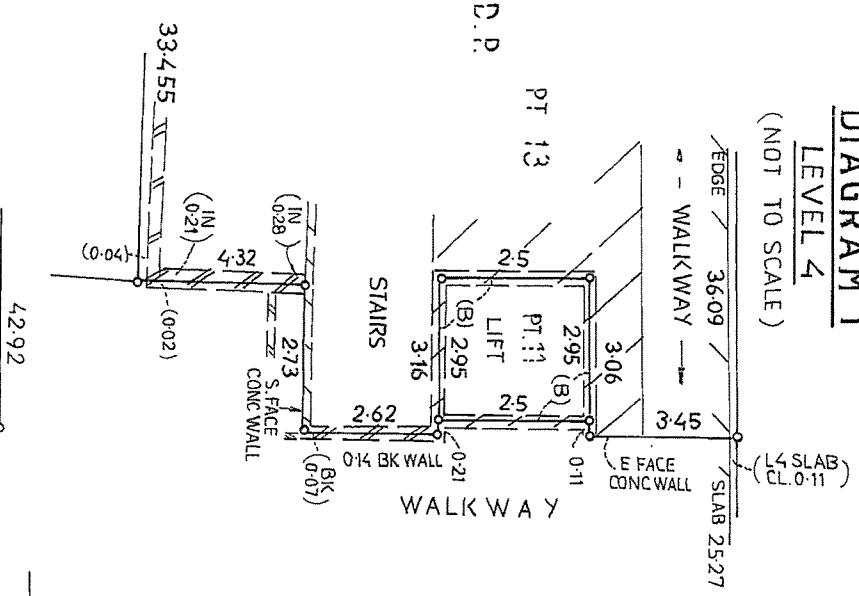


DIAGRAM 2
LEVEL 4
(NOT TO SCALE)

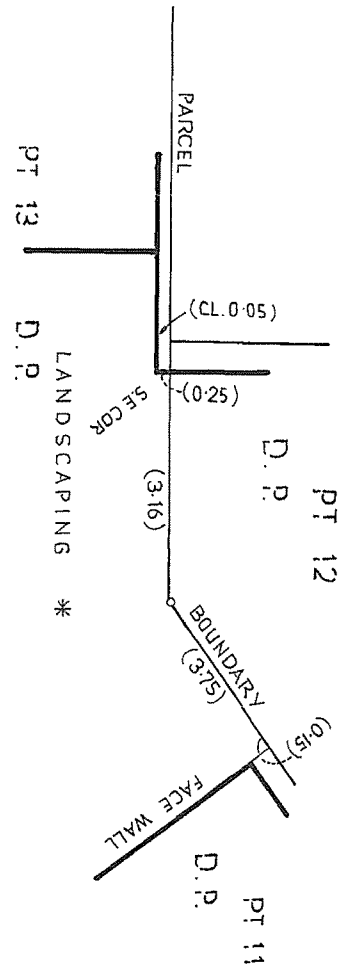


DIAGRAM 4
(NOT TO SCALE)

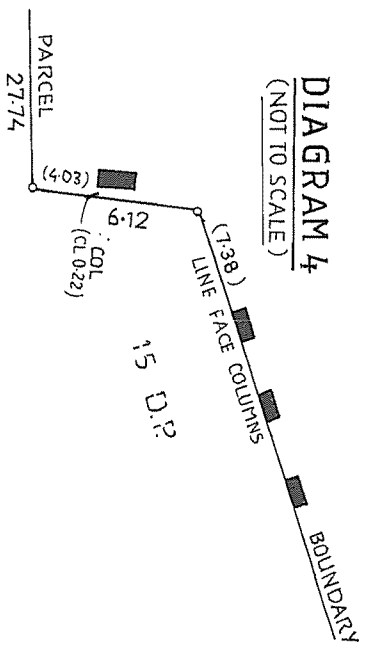


DIAGRAM 3
LEVEL 1 & 3

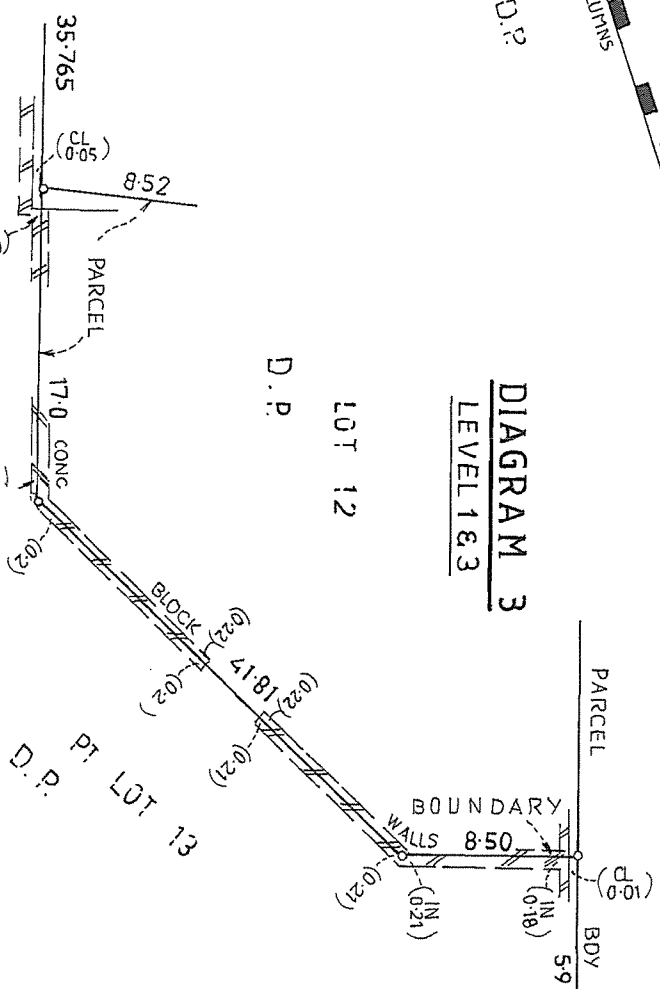
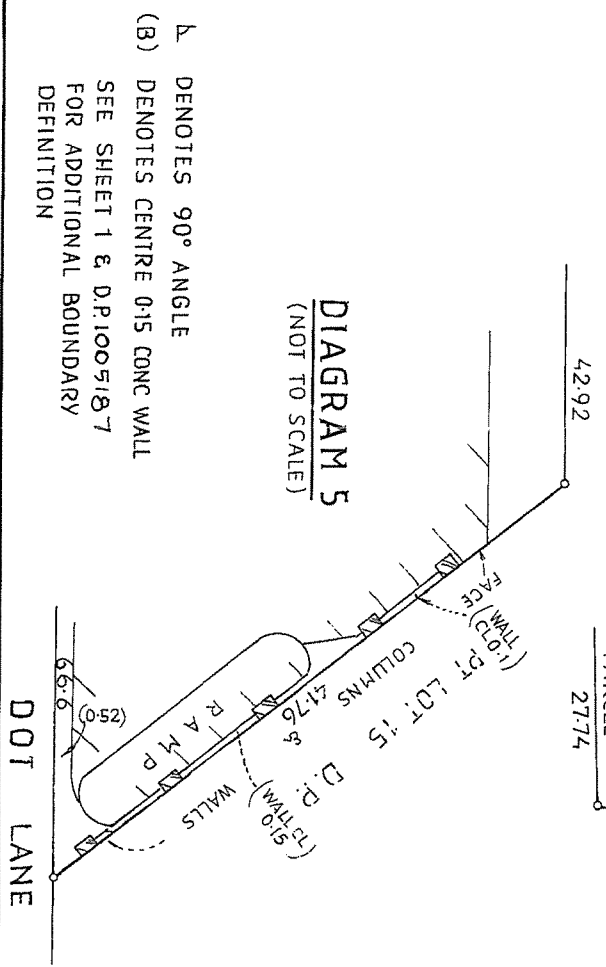


DIAGRAM 5
(NOT TO SCALE)



h DENOTES 90° ANGLE
(B) DENOTES CENTRE 0-15 CONC WALL
SEE SHEET 1 & D.P. 1005/187
FOR ADDITIONAL BOUNDARY
DEFINITION

Reduction Ratio 1: AS SHOWN

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorized Person

SP60919

LODGED: 09/2/06
TIME: 8.35 am



REQUEST

New South Wales
Real Property Act 1900

AB921032X

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) STAMP DUTY

If applicable. Office of State Revenue use only

(B) LAND

Torrens Title
12/1005187;14/1005187;15/1005187;CP/SP60918;CP/SP60919

(C) REGISTERED DEALING

Number	Torrens Title
--------	---------------

(D) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
1W	DYNAMIC PROPERTY SERVICES PTY LTD DX 11643 SYDNEY DOWNTOWN Reference (optional):	

(E) APPLICANT

ITALIAN FORUM LIMITED, PREMIER PARKING (NSW) PTY LTD *
THE OWNERS CORPORATION SP60918 & THE OWNERS CORPORATION SP60919

(F) NATURE OF REQUEST

AMENDMENTS & ADDITIONS TO THE STRATA MANAGEMENT STATEMENT

ACN 003 509 108
* ACN 003 618 942

(G) TEXT OF REQUEST

SEE ATTACHED ANNEXURE

DATE 06 February 2006

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

Certified correct for the purposes of the Real Property Act 1900 by the applicant.

Signature of witness:

Signature of applicant:

Name of witness:

Address of witness: SEE ATTACHED ANNEXURE

14/1005187 (proof by 322A)

ANNEXURE

RESOLVED ON 4 FEBRUARY 2003

**COST SHARE
PERCENTAGES**

UNANIMOUSLY RESOLVED that the Building Management Committee add the following items to the Strata Management Statement division of costs for shared facilities as per item 10.5 of the Strata Management Statement and that these changes be registered at the Land and Property Information Office NSW (LPI);

(a) Electricity usage:

(i) Electricity Account No. 809582572

RES	IFOR	COM	CP	P	TOTAL
65%	5%	25%	5%	0%	100%

(ii) Electricity Account No. 809085431

RES	IFOR	COM	CP	P	TOTAL
10%	5%	85%	0%	0%	100%

(iii) Electricity Account No. 809085596

RES	IFOR	COM	CP	P	TOTAL
45%	10%	21%	24%	0%	100%

(b) Public Liability for the Piazza:

RES	IFOR	COM	CP	P	TOTAL
5%	10%	85%	0%	0%	100%

**COST SHARE
PERCENTAGES:**

UNANIMOUSLY RESOLVED that the Building Management Committee amend the division of costs for shared facilities as per clause 10.5 of the Strata Management Statement and that these changes be registered at the Land and Property Information Office (LPI):

(a) Legal fees

RES	IFOR	COM	CP	P	TOTAL
45%	5%	45%	5%	0%	100%

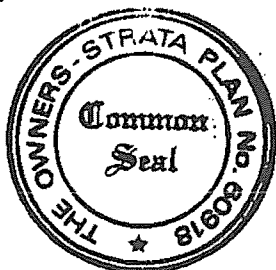
(b) Centre Manager

RES	IFOR	COM	CP	P	TOTAL
44.5%	6%	44.5%	5%	0%	100%

ANNEXURE

The Owners Corporation SP 60918 (Folio Identifier CP/SP60918) and The Owners Corporation SP 60919 (Folio Identifier CP/SP60919) hereby gives permission to register the amendments and additions to the Strata Management Statement for the division of costs for shared facilities as per clause 10.5 of the Strata Management Statement.

The Common Seal of the Owners SP. 60918 and SP 60919 was hereunto affixed on 6 February 2006 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.



SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 4 May 2005 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4457 Number 484)

Signature of witness:

Name(s): Lousia Dang, Level 5, 162 Goulburn St, Sydney NSW 2010

ANNEXURE

Italian Forum Limited-A.B.N.16 003 509 108 - The registered proprietor of Lot 12 and Lot15 in DP 1005187 hereby gives permission to register the amendments and additions to the Strata Management Statement for the division of costs for shared facilities as per clause 10.5 of the Strata Management Statement.



Signature of Director of applicant Company- Italian Forum Ltd.



The Common Seal of Italian Forum was hereunto affixed with the authority of the Board.



Witness- Company Secretary of applicant company.

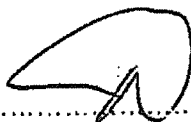
5 / December / 2005
Date

Name and address of witness

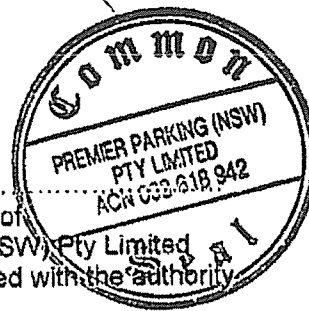
Carlo C Brattoni of 373A Parramatta Road, Leichhardt, NSW.

ANNEXURE

Premier Parking (NSW) Pty Limited ABN 24003618942 The registered proprietor of Lot 14 in DP 1005187 hereby gives permission to register the amendments and additions to the Strata Management Statement for the division of costs for shared facilities as per clause 10.5 of the Strata Management Statement.



.....
Signature of Applicant



.....
The Common Seal of
Premier Parking (NSW) Pty Limited
Was hereunto affixed with the authority
Of the Board



.....
Signature of Witness

6 FEBRUARY 2006
6TH December 2005
Date

AMANDA SUE 2/144 MARSDEN ST. PARRAMATTA. 2150 .
.....
Name and Address of Witness

Form: 11R
Release: 4.1

REQUEST

New South Wales
Real Property Act 1900



AJ315053U

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, the information contained in this form for the establishment and maintenance of the Real Property Act.

(A) STAMP DUTY	If applicable. Office of State Revenue use only						
(B) TORRENS TITLE	12/1005187, 14/1005187, 15/1005187, CP/SP60918, CP/SP60919						
(C) REGISTERED DEALING	Number	Torrens Title					
(D) LODGED BY	<table border="1"> <tr> <td>Document Collection Box 392 C</td> <td>Name, Address or DX, Telephone, and Customer Account Number if any SYDNEY LEGAL AGENTS LLP : 128005 Y</td> <td>CODE R</td> </tr> <tr> <td colspan="2">Reference: SLATER 173353</td> <td></td> </tr> </table>	Document Collection Box 392 C	Name, Address or DX, Telephone, and Customer Account Number if any SYDNEY LEGAL AGENTS LLP : 128005 Y	CODE R	Reference: SLATER 173353		
Document Collection Box 392 C	Name, Address or DX, Telephone, and Customer Account Number if any SYDNEY LEGAL AGENTS LLP : 128005 Y	CODE R					
Reference: SLATER 173353							
(E) APPLICANT	ITALIAN FORUM LIMITED ACN 003 509 108						
(F) NATURE OF REQUEST	AMENDMENTS AND ADDITIONS TO THE STRATA MANAGEMENT STATEMENT						

(G) TEXT OF REQUEST

SEE ATTACHED ANNEXURE 'A'

DATE 2 February 2015

(H) Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name: JAMES JOHN BUCHANAN
Signatory's capacity: solicitor

(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: _____

Annexure: A to Request

Parties:

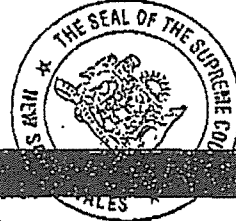
ITALIAN FORUM LIMITED ACN 003 509 108

Dated:

Text:

Form 43 (version 1)
UCPR 36.11

JUDGMENT / ORDER



[REDACTED]

Court Supreme Court of New South Wales
Registry Sydney
Case number 4701/07

[REDACTED]

Plaintiff ITALIAN FORUM LIMITED ACN 003 509 108
Defendant THE OWNERS – STRATA PLAN NO. 60919
Number of Defendants 4

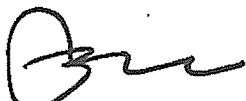
[REDACTED]

Date of Judgment 11 September 2009
Date entered 11 September 2009

[REDACTED]

The Court makes the following orders:

1. The Court orders, pursuant to s.28U of the Strata Schemes (Freehold Development) Act 1973, that the Strata Management Statement for stratum lots 11, 12, 13, 14 and 15 in Deposited Plan 1005187 ("the SMS") be amended by including the following Part 15.13:
"Part 15.13 Deferred payment of Italian Forum's contributions for the period to 11 September 2009 and payment of Promotional Levy
15.13.1 As at 11 September 2009 Italian Forum owes arrears of contributions in the sum of \$291,000.00 ("the Arrears").
15.13.2 Ongoing contributions and the Arrears owed by Italian Forum (or its successor in title) and the promotional levy payable by the owners of lots in the Commercial Strata Scheme are to be paid as follows:
(a) on or before 30 September 2009, the owners of lots in the Commercial Strata Scheme to pay the promotional levy of \$60,000.00 (for the year ended 30 June 2010) to the registered proprietor of the Cultural Centre;
(b) on or before 15 October 2009, Italian Forum (or its successor in title) to pay contributions for the year ended 30 June 2010 and,


Version: 2.1 (0612)

Annexure: A to Request

Parties:

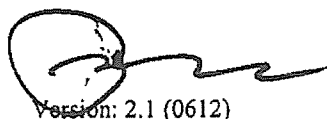
ITALIAN FORUM LIMITED ACN 003 509 108

Dated:

Text:

provided the said contributions are less than \$60,000.00, the difference between those contributions and the sum of \$60,000.00 to the Building Management Committee ("the BMC") by way of reductions of the Arrears;

- (c) on or before 1 July 2010, the owners of lots in the Commercial Strata Scheme to pay the promotional levy of \$60,000.00 (for the year ended 30 June 2011) to the registered proprietor of the Cultural Centre;
- (d) on or before 15 July 2010, Italian Forum (or its successor in title) to pay contributions for the year ended 30 June 2011 and, provided the said contributions are less than \$60,000.00, the difference between those contributions and the sum of \$60,000.00 to the BMC by way of reduction of the Arrears;
- (e) on or before 1 July 2011, the owners of lots in the Commercial Strata Scheme to pay the promotional levy of \$60,000.00 (for the year ended 30 June 2012) to the registered proprietor of the Cultural Centre;
- (f) on or before 15 July 2011, Italian Forum or its successor in title) to pay \$60,000.00 to the BMC in reduction of the Arrears;
- (g) on or before 1 July 2012, the owners of lots in the Commercial Strata Scheme to pay the promotional levy of \$60,000.00 (for the year ended 30 June 2013) to the registered proprietor of the Cultural Centre;
- (h) on or before 15 July 2012, Italian Forum (or its successor in title) to pay \$60,000.00 to the BMC in reduction of the Arrears;
- (i) on or before 1 July 2013, the owners of lots in the Commercial Strata scheme to pay the promotional levy of \$60,000.00 (for the year ended 30 June 2014) to the registered proprietor of the Cultural Centre;
- (j) on or before 15 July 2013, Italian Forum (or its successor in title) to pay \$60,000.00 to the BMC in reduction of the Arrears;
- (k) on or before 1 July 2014, the owners of lots in the Commercial Strata Scheme to pay the promotional levy of \$60,000.00 (for the



Version: 2.1 (0612)

Annexure: A to Request

Parties:

ITALIAN FORUM LIMITED ACN 003 509 108

Dated:

Text:

year ended 30 June 2015) to the registered proprietor of the Cultural Centre;

- (l) on or before 1 July 2014, Italian Forum (or its successor in title) to pay the BMC the balance of the Arrears;
- (m) on or before 1 July of 2015 and on or before 1 July of each subsequent year, the owners of lots in the Commercial Strata Scheme to pay the promotional levy in the amount of \$60,000.00 to the registered proprietor of the Cultural Centre; and
- (n) note that from 1 July 2011, Italian Forum (or its successor in title) otherwise is to pay all ongoing contributions in accordance with the foregoing provisions of part 15.

15.13.3 Italian Forum (or its successor in title) is to pay interest on the balance of the Arrears owing from time to time (that is, the sum of \$291,000.00 less any payment of the Arrears that has actually been made) at the rate of 5% per annum compounding annually, such interest to be paid on or before 15 July 2014.

15.13.4 The Members' obligations (and those of any successor in title) to pay in accordance with paragraph 15.13.2 and 15.13.3 are interdependent. By way of example, and for the avoidance of doubt, if the Commercial Strata Scheme fails to pay the promotional levy by any date specified in paragraph 15.13.2 above, Italian Forum's obligation (or that of its successor in title) to make any payments in reduction of the Arrears is suspended until the default has been remedied. Similarly, if Italian Forum (or its successors in title) fails to make a payment by any date specified in paragraph 15.13.2 above, the Commercial Scheme's obligation to pay the promotional levy is suspended until the default has been remedied.

15.13.5 Subject to paragraph 15.13.4, if Italian Forum (or its successor in title) omits to make payment of any of the abovementioned instalments when it is due, then the full amount of the Arrears then unpaid and interest (as at the date of such omission) shall become immediately due and payable.

15.13.6 All payments made by Italian Forum (or its successor in title) in reduction of the Arrears are to be applied as follows:

- (a) any sums paid by the Residential Strata Scheme, the Commercial Strata Scheme or the Carpark on account of Italian Forum's share

Annexure: A to Request

Parties:

ITALIAN FORUM LIMITED ACN 003 509 108

Dated:

Text:

of past contributions, are to be refunded to the stratum which paid it; and

(b) the balance is to be held by the BMC and applied to Shared Costs.

2. Proceedings on the First and Second Cross-Claims dismissed.
3. Proceedings on the Further Amended Statement of Claim are dismissed.
4. All previous costs orders are vacated.
5. No order as to costs.
6. Note the agreement of the parties that:
 - (a) each party agrees to bear its own costs; and
 - (b) each party agrees to do all things necessary to give effect to these orders including taking all steps necessary to have the said amendments duly registered in accordance with the Strata Schemes (Freehold Development) Act 1973.



Court seal

Signature

CHIEF CLERK

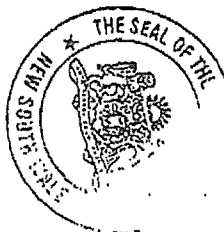
Capacity

Date

16/10/09



Name	Ian McKnight, Special Counsel for the Defendants
Legal representative	Makinson & d'Apice
Legal representative reference	RDA:IAM:71716
Contact name and telephone	Ian McKnight, Tel: (02) 9233 7788



Form: 11R
Licence: 98M111
Edition: 0008

REQUEST
New South Wales
Real Property Act 1900



8579534B

PRIVACY NOTE: this information is legally required and will

(A) **STAMP DUTY**

If applicable. Office of State Revenue use only

*EXTRA
PSE
\$180*

(B) **LAND**

Torrens Title + SE
14/1005187; 12/1005187; 15/1005187; CP/SP60918; CP/SP60919

(C) **REGISTERED DEALING**

Number _____ Torrens Title _____

(D) **LODGED BY**

Delivery Box <i>IW</i>	Name, Address or DX and Telephone Dynamic Property Services Pty Ltd DX 11643 SYDNEY DOWNTOWN Reference (optional): Ph: (02) 9267 6334 Fax: (02) 9267 6337	CODE
---------------------------	---	------

(E) **APPLICANT**

+
Italian Forum Limited, Chase (No 1) Property Investments Pty Limited
 The Owners Corporation SP60918 & The Owners Corporation SP60919

(F) **NATURE OF REQUEST**

Amendments and additions to the Strata Management Statement. (SP60918) (SP60919)

(G) **TEXT OF REQUEST**

SEE ATTACHED ANNEXURE

DATE 12 / 04 / 2002
dd mm yyyy

(H) I certify that the applicant, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the applicant.

Signature of witness:

Signature of applicant:

Name of witness: SEE ATTACHED ANNEXURE

Address of witness:

All handwriting must be in block capitals.

*Page 1 of 6
14/1005187
of prod. 46X
STRATA MANAGEMENT*

A set of notes on this form (11R-2) is available from Land and Property Information NSW.
*8646-15/1005187
TRESS COCKS*

BUILDING MANAGEMENT COMMITTEE

THE ITALIAN FORUM

ADDITIONS TO SHARED FACILITIES:

UNANIMOUSLY RESOLVED that the Building Management Committee add the following items to the Strata Management Statement division of costs for shared facilities as per item 10.5 of the Strata Management Statement and that these changes be registered at the Land and Property Information Office NSW (LPI);

(a) Lifts

LIFT	RES	IFOR	COM	CP	P	TOTAL
LIFT 1 Firenze	60%	5%	30%	5%	0%	100%
LIFT 2 Napoli	40%	5%	50%	5%	0%	100%
LIFT 3 Palermo	60%	5%	30%	5%	0%	100%
LIFT 4 Milano	55%	5%	35%	5%	0%	100%
LIFT 5 Roma	45%	5%	45%	5%	0%	100%

(b) Cleaning

RES	IFOR	COM	CP	P	TOTAL
20%	10%	58%	12%	0%	100%

(c) Consultants Fees

RES	IFOR	COM	CP	P	TOTAL
25%	5%	65%	5%	0%	100%

(d) General Repairs

RES	IFOR	COM	CP	P	TOTAL
25%	5%	65%	5%	0%	100%

(e) Pest Control

RES	IFOR	COM	CP	P	TOTAL
0%	5%	90%	5%	0%	100%

(f) Legal Fees

RES	IFOR	COM	CP	P	TOTAL
25%	5%	65%	5%	0%	100%

(g) Lift Phones

RES	IFOR	COM	CP	P	TOTAL
50%	5%	40%	5%	0%	100%

(h) Lift Registration

RES	IFOR	COM	CP	P	TOTAL
50%	5%	40%	5%	0%	100%

(i) Electricity Account No. 809582572

RES	IFOR	COM	CP	P	TOTAL
70%	5%	20%	5%	0%	100%

(j) Electricity Account No. 809085431

RES	IFOR	COM	CP	P	TOTAL
10%	5%	85%	0%	0%	100%

(k) Electricity Account No. 809085596

RES	IFOR	COM	CP	P	TOTAL
50%	10%	40%	0%	0%	100%

AMENDMENTS TO SHARED FACILITY PERCENTAGES:

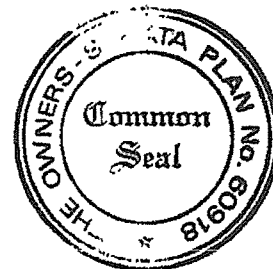
UNANIMOUSLY RESOLVED that the Building Management Committee amend the Shared Facility percentages currently in force for the following items and that these amendments be registered at the Land and Property Information Office;

		Residential	Italian Forum	Commercial	Car Park	Piazza
1	Insurance/Valuation	39%	5%	50%	6%	0%
2	Fire alarm Monitoring	30%	10%	45%	15%	0%
3	Emergency Warning Systems	30%	10%	48%	12%	0%
4	Gas Supply & Main to Meters	15%	10%	63%	12%	0%
5	Arcade, Laneway & Walkways	15%	10%	63%	12%	0%
6	Service Areas Loading Dock	20%	10%	58%	12%	0%
7	Centre Manager	25%	6%	64%	5%	0%

ANNEXURE B

Amendment and additions to Strata Management Statement

The Common Seal of the Owners **Strata Plan 60918** was hereunto affixed on 12 APRIL 2002 in the presence of Dynamic Property Services Pty Ltd being the person(s) authorised by Section 238 of the Strata Schemes Management Act, 1996 to attest the affixing of the seal.



Signed by Dynamic Property Services Pty Ltd (ABN 67 002 006 760) by its attorney Walter Patterson duly appointed by Power of Attorney dated 18 July 1996 and who hereby states that he has not received any notice of the revocation of such Power of Attorney.
(Registered Book 4139 Number 734)

Signature of Witness: _____

Name of Witness: Lisa Branson

Address of Witness: Suite 2 Level 5 162 Goulburn St, Sydney NSW 2010

The Common Seal of the Owners **Strata Plan 60919** was hereunto affixed on 12 APRIL 2002 in the presence of Dynamic Property Services Pty Ltd being the person(s) authorised by Section 238 of the Strata Schemes Management Act, 1996 to attest the affixing of the seal.



Signed by Dynamic Property Services Pty Ltd (ABN 67 002 006 760) by its attorney Walter Patterson duly appointed by Power of Attorney dated 18 July 1996 and who hereby states that he has not received any notice of the revocation of such Power of Attorney.
(Registered Book 4139 Number 734)

Signature of Witness: _____

Name of Witness: Lisa Branson

Address of Witness: Suite 2 Level 5 162 Goulburn St, Sydney NSW 2010

ANNEXURE B

Amendment and additions to Strata Management Statement

The Common Seal of ITALIAN FORUM LIMITED was affixed pursuant to the authority of its directors:



Francesco Giacobbe
Director - Italian Forum Limited.



Claudia Canora
Director - Italian Forum Limited

ANNEXURE B

Amendment and additions to Strata Management Statement

Lots 14 + 15



The COMMON SEAL of CHASE (NO 1)
PROPERTY INVESTMENTS PTY LIMITED
was affixed in the presence of:-

[Signature] (ANTHONY ELIAS)
[Signature] (DANIEL ELIAS)

WITNESSED BY:

[Signature]

BELINDA PALMER
140 SUSSEX STREET, SYDNEY

ING BANK N.V. ARBN 080 178 198
by its attorneys

[Signature]
Under Power of Attorney dated 2nd April
1998 registered Book 4197 No. 891 who
certify that at the time of the execution by
them of this instrument that they have no
notice of the revocation of the said Power
of Attorney
MARK MULLINGTON GLENN BAKER

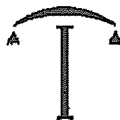
WITNESSED BY:

[Signature]

BELINDA PALMER
140 SUSSEX STREET, SYDNEY

AND THE UNDERMENTIONED ATTORNEYS BY THEIR
EXECUTION HEREBY DECLARE that at the time of the
execution by them of this instrument they have no notice
of the revocation of the Power of Attorney dated 1st December
1999 from MERCANTILE MUTUAL LIFE INSURANCE COMPANY
LIMITED A.C.N. 009 657 176 to them registered Book 4262
No. 888 under authority of which they have executed the said
instrument.

Signed in our presence for and on behalf of Mercantile Mutual Life
Insurance Company Limited
by *[Signature]* MARK MULLINGTON
and *[Signature]* GLENN BAKER
as the duly constituted Attorneys who are personally known to me.



TRESS COCKS & MADDOX
LAWYERS, AUSTRALIA
SYDNEY ▲ MELBOURNE ▲ BRISBANE

8 May 2002

Contact:
John Murray - Partner
9228 9203

Registrar General
Land & Property Information (NSW)
Queens Square
SYDNEY NSW 2000

Our Ref:
JDM 01 0088

Dear Sir

Certificate of Title Folio Identifier 15/1005187
Production No: C179379

We act for the registered proprietor and produced the above Certificate of Title on 30 April 2002 to enable Dynamic Property Services to register a change of by-laws.

We hereby authorise the use of the Title by Dynamic Property Services for registration of an amended Strata Management Statement.

Yours faithfully
TRESS COCKS & MADDOX

J D Murray
Email: jdm@tcm.com.au
I:JDM-D20251.DOC/CXS

LEVEL 20, 135 KING STREET, SYDNEY NSW 2000, AUSTRALIA
POSTAL ADDRESS: GPO BOX 7085, SYDNEY NSW 2001, AUSTRALIA
TELEPHONE: (61 2) 9221 2744. DX: 123 SYDNEY. FAX: (61 2) 9221 4988.
Internet Home Page: www.tcm.com.au

MELBOURNE OFFICE: LEVEL 8, 480 LATROBE STREET, MELBOURNE VIC 3000, AUSTRALIA. TELEPHONE: (61 3) 9602 6444. DX: 402 MELBOURNE. FAX (61 3) 9642 0362.
BRISBANE OFFICE: LEVEL 27, 1 EAGLE STREET, BRISBANE QLD 4000, AUSTRALIA. TELEPHONE: (61 7) 3002 5000. DX: 248 BRISBANE. FAX (61 7) 3002 5001.

A MEMBER OF THE AMERICAN LAW FIRM ASSOCIATION - ALFA INTERNATIONAL
LIABILITY LIMITED BY THE SOLICITORS SCHEME, APPROVED UNDER THE PROFESSIONAL STANDARDS ACT 1994 (NSW)



MEMORANDUM OF TRANSFER (REAL PROPERTY ACT, 1900) AND GRANT



C 450361 B

C450361

Certificate JUL 3 1938

(Trusts must not be disclosed in the transfer.)

I, FANNY REBEKAH BOUCHER Wife of Guy Bouchier Boucher

of Elizabeth Bay, Sydney, Gentleman (herein called transferror) 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 ten shillings

(£ 10/-) (the receipt whereof is hereby acknowledged) paid to me by

THE COMMISSIONER FOR RAILWAYS (herein called Transferee) DO HEREBY transfer and grant to the said Transferee his successors and assigns as the owner or owners for the time being of the lands comprised (herein called transferee) do hereby transfer to the said transferee in Certificates of Title Volume 3646 Folio

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

147 and Volume 1416 Folio 51 (which said lands are herein indicated as the dominant tenement) a right of Carriage Way over the land shown edged red in the Plan hereunto annexed marked "A" as is situate between Lots 12 and 13

And the transferee covenants with the transferror Deposited Plan No. 3582 and a right of Foot Way over the land shown edged red in the said Plan marked "A" as is situate at the rear ends of Lots 3 and 4 Deposited Plan No. 3582 and being parts of the land in the Parish of Petersham County of Cumberland comprised in Certificate of Title Volume 2969 Folio 64.

- b If to two or more, state whether as joint tenants or tenants in common.
c If all the references cannot be conveniently inserted form of annexure (obtainable at L.T.O.) may be added.
d Strike out if unnecessary. Covenants should comply with Section 89 of the Conveyancing Act, 1919.

SEE FP. 110596

ENCUMBRANCES, &c., REFERRED TO.

Signed at Sydney the Thirtieth day of June 1938.

Signed in my presence by the transferror FANNY REBEKAH BOUCHER WHO IS PERSONALLY KNOWN TO ME

F. P. Boucher Transferror.*

Signed to W.P. McEwan & Co. Solicrs. Sydney

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferror is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form.

Accepted for and on behalf of The Commissioner for Railways 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 FREDERICK WILLIAM BRETINALL, WHO IS PERSONALLY KNOWN TO ME

Fred W. Bretinall Solicitor for Transferee.

Clark to Receiver of Hob Transport

* 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 2 signed by the attorney before a witness.

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

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 Fred. W. Bretwell
Recorder of Titles
1940th St. Sydney

CONSENT OF MORTGAGEE.

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

Dated at _____ this _____ day of _____ 19____ } Mortgagee.
 Signed in my presence by _____
 who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.¹

(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.²

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.³

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

¹ This form is not appropriate in cases of delegation under the Trustee Delegation of Powers Act, 1913, or the Execution of Trusts (War Facilities) Act, 1917.

² Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

³ May be made before either Registrar-General, Deputy Registrar-General, Notary Public, J.P. or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER, of _____
 Acres _____ roads _____ perches _____
 over parts of private rights of way shown in Dep. 3582 (Hollins 100)
 Shire of _____
 Municipality of _____
 Parish of _____ County _____
 The Commissioner for Railways
 Transferrec.

DOCUMENTS LODGED HEREWITH.		
To be filled in by person lodging dealing.		
Nature.	No.	Reg'd Propr., M'sgr., etc.
Plan		

Particulars entered in Register Book, Vol. 416 Fol. 51
 2969 64
 3646 14

the _____ day of _____ 1936,
 at _____ minutes _____ o'clock in the _____ noon.

Fred. W. Bretwell
 Registrar-General.

PROGRESS RECORD.	
Vol.	Fol.
Sent to Survey Branch ...	
Received from Records ...	
Draft written ...	
Draft examined ...	
Diagram prepared	
Diagram examined	
Draft forwarded	
Supt. of Engrossers	
Cancellation Clerk	
Diagram Fees ...	
Additional Folios	

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 2/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be 4/6. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

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



R.P. 13.
New South Wales.
MEMORANDUM OF TRANSFER

REAL PROPERTY ACT (1900) ment is
This ~~document~~ ^{document} is
not liable to ~~stamp~~ ^{stamp} duty.
Watts
Commissioner for Stamp Duties
28.78

C692090

FEES:-
Lodgement ...
Endorsement ...
Certificate ... 1.50
27/6

Trusts must not be disclosed in the transfer.
If a less estate strike out "in fee simple" and insert the required alteration.
Mentioned by ...
4907 Folio 40
Not recorded

(herein called transferror) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of the sum of TWO THOUSAND TWO HUNDRED POUNDS (£2200) (the receipt whereof is hereby acknowledged) paid to me by THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

(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:-

(c) County.	Parish.	State if Whole or Part	Vol.	Fol.
Cumberland	Petershem	Part - being Lots 20, 21, 22, 23A and 23B's shown on Deposited Plan No. 3582.	3646	147

And the transferee covenants with the transferror TOGETHER with and in common with the Transferror its successors and assigns and the owner or owners for the time being of Lots 5, 6, 7, 8, 9, 10, 11, 12 and 19 as shown on Deposited Plan No. 3582 and their respective executors administrators and assigns full right and liberty for the Transferee its successors and assigns as owner or owners for the time being of the land hereby transferred and the whole of the land comprised within Certificate of Title Volume 4907 Folio 40 and its and their tenants and servants and all other persons authorised by it or them from time to time and at all times hereafter at its ENCUMBRANCES, &c., REFERRED TO and their will and pleasure to go pass and repass with or without horses and other animals carts carriages traction engines motor cars and other vehicles

Signed at _____ the _____ day of _____ 19____

Signed in my presence by the transferror

WHO IS PERSONALLY KNOWN TO ME

Signed

PLAN REGISTERED IN PLAN ROOM AS P.P. 193368

Transferror.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

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

For The Commissioner for Railways,

S. Nicholas

Assistant Secretary for Railways 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 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferror 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.

No. **C692090**

DS

LODGED BY R.W. HOOKER,

Solicitor for M.W.S. & P. BOARD

45 Reservoir Street,

SYDNEY.

CONSENT OF MORTGAGEE.

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

Dated at _____ this _____ day of _____ 19 _____ Mortgage.
 Signed in my presence by _____
 who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.¹

(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.²

Signed at _____ the _____ day of _____ 19 _____
 Signed at the place and on the date above-mentioned, in the presence of—

¹ This form is not appropriate in cases of delegation by trustees.

² Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

FORM OF DECLARATION BY ATTESTING WITNESS.³

Appeared before me at _____, the _____ day of _____, one thousand nine hundred and thirty _____, 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 _____ is _____ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

³ 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.

Stamp: REGISTERED BY 25 JAN 1939

MEMORANDUM OF TRANSFER of

Acres _____ rods _____ perches _____
 Lots 20, 21, 22, 23A & 23B DP 3582

Shire _____
 Municipality Leichhardt
 Parish _____ County _____ (Log with right of way)
 The Metropolitan Water Sewerage and Drainage Board
 Transferee.

Particulars entered in Register Book, Vol. 566 Fol. 147

the 20th day of January 1939
 at _____ minutes 12 o'clock in the noon.

R.W. Hooker
 Registrar-General

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature	No	Reg'd Propr., M't'gor, etc.
<i>Plan sheet</i>		

COPIES FOR DEPARTMENTAL USE

PROGRESS RECORD.

	Inst. No.	Date
to Survey Branch...	2224	18.8.39
received from Records...	2217	17.8.39
written ...	2218	18.8.39
examined...	2219	18.8.39
examined...	2220	18.8.39
forwarded...	2221	18.8.39
of Engrossers...	2222	18.8.39
Registration Clerk...	2223	18.8.39
Vol. 5011	Fol. 97	
Diagram Fees ...		
Additional Folios ...		

binder with 100 folios

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

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

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

C692090

See C450361
re rights
already granted
over parts

laden or unladen over and along all those pieces of land edged red on the Plan hereunto annexed marked "A" AND to go pass and repass on foot without animals or vehicles over and along all those pieces of land shown hatched red on the said plan hereunto annexed which lands the subject of the said rights of way form parts of the lands shown as private rights of way and a private lane on the said Deposited Plan No. 3582 AND the transferee for itself its successors and assigns as owner or owners for the time being of the land hereby transferred covenants with the transferrer his sequels in title and assigns and with the owner or owners for the time being of Lots 5, 6, 7, 8, 9, 10, 11, 12 and 19 shown upon the said Deposited Plan No. 3582 and with each of them severally to assist in maintaining at all times in good repair to the satisfaction of any local or governing authority the rights of way hereby granted and to assist in satisfying all requirements of such local or governing authority in respect of such rights of way and that the total cost of such maintenance shall be borne by the transferee its successors and assigns and the owner or owners for the time being of the said Lots 5, 6, 7, 8, 9, 10, 11, 12 and 19 shown upon the said Deposited Plan No. 3582 in proportions based upon the improved capital values of each of the said lands including the land hereby transferred as assessed by the Valuer General for the year in which the expenditure for maintenance is incurred.

AND it is hereby declared that:-

- (a) 1. The land to which the benefit of the foregoing rights of way is appurtenant is the land hereby transferred and the land comprised within Certificate of Title Volume ⁴³⁰⁷ ~~4307~~ Folio 40.
- 2. The lands to which the benefit of the foregoing covenant is appurtenant are Lots 5, 6, 7, 8, 9, 10, 11, 12 and 19 shown on the said Deposited Plan No. 3582.
- (b) 1. The lands which are subject to the burden of the foregoing rights of way are the lands shown edged red and hatched red respectively on the Plan hereunto annexed marked "A".
- 2. The land which is subject to the burden of the foregoing covenant is the land hereby transferred.
- (c) 1. The persons by whom or with whose consent the foregoing rights of way may be released varied or modified are the transferrer his sequels in title and assigns and the owner or owners for the time being of Lots 5, 6, 7, 8, 9, 10, 11, 12 and 19 shown upon the said Deposited Plan No. 3582 and their respective executors administrators and assigns and the transferee its successors and assigns

SM
7.12.58

William Cooney

Secretary
METROPOLITAN WATER SEWERAGE
AND DRAINAGE BOARD

For The Commissioner for Railways,

S. Micnola

Asst Secretary for Railways.

C692090

3.

AND the owner or owners for the time being of the land comprised within Certificate of Title Volume 4907 Folio 40. _____

2. The persons by whom or with whose consent the foregoing covenant may be released varied or modified are the owner or owners for the time being of Lots 5, 6, 7, 8, 9, 10, 11, 12 and 19 shown upon the said Deposited Plan No. 3582 and the Transferree its successors and assigns. _____

ENCUMBRANCES, &c., REFERRED TO

As noted on the relevant Certificate of Title. *(including exceptions of names of deposits)*
SIGNED at Sydney the *twenty second* day of *July* 1938.

THE COMMON SEAL OF THE COMMISSIONER)
FOR RAILWAYS hath been hereunto duly)
affixed in the presence of:-

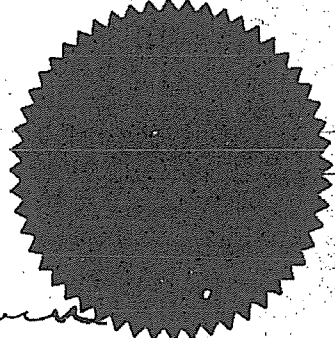
S. Mierola ^{CORRECT}
Secretary for Railways. _{Secretary for Transport}

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

THE COMMON SEAL OF THE METROPOLITAN)
WATER SEWERAGE AND DRAINAGE BOARD)
was affixed hereto in the presence)
of a quorum of the Board on the)
third day of *August* 1938)
AS WITNESS the hands of *George*)
James Mander and *Andrew*)
Robert Campbell two of the)
members in whose presence the Seal)
was so affixed.

William Cooy
Secretary

W. E. Baumbach
an agent



B

RP55A

STAMP DUTY

OFFICE USE ONLY



Document not liable to Stamp Duty



Y848003M

H. K. ROBERTS
 Crown Solicitors

[Handwritten Signature]

POSITIVE COVENANT

PURSUANT TO SECTION 88E(3), CONVEYANCING ACT, 1919
 REAL PROPERTY ACT, 1900
 (See Instructions for Completion on back of form)

PC

A	1 of 1
\$	44

DESCRIPTION OF LAND
 Note (a)

Torrens Title Reference	If part only, delete Whole and give details
Volume 6082 Folio 97	WHOLE

HER MOST GRACIOUS MAJESTY QUEEN ELIZABETH II

Note (b)

a PRESCRIBED AUTHORITY within the meaning of Section 88E(1) of the Conveyancing Act, 1919, hereby imposes on the land above described the positive covenant which is set out overleaf, and applies to have such covenant recorded in the Register.

OFFICE USE ONLY
OVER

Note (c)

The Registered Proprietor of the land above described is **ITALIAN FORUM LIMITED**

Note (d)

The mortgagee/lessee/chargee/covenant chargee of the land above described is

DATE: 20th October 1989

EXECUTION
 Note (e)

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by an authorised officer of the Prescribed Authority

[Signature]
 Signature of Witness
CAROLINE SLACK
 Name of Witness (BLOCK LETTERS)
 41-43 MARQUARIE STREET, SYDNEY
 Address and occupation of Witness

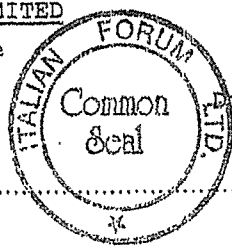
[Signature]
 Signature of authorised officer
 acting as administrator

Signed in my presence by the registered proprietor of the land which is personally known to me

THE COMMON SEAL OF ITALIAN FORUM LIMITED

was hereunto affixed by order of the Board in the presence of:

[Signature]
 Name of Witness (BLOCK LETTERS)
 Secretary



[Signature]
 Signature of registered proprietor
 25.9.89

Notes (e) and (f)

Signed in my presence by the registered proprietor who is personally known to me

Signature of Witness
 Name of Witness (BLOCK LETTERS)
 Address and occupation of Witness

TO BE COMPLETED BY LODGING PARTY

Notes (g) and (h)

LODGED BY		LOCATION OF DOCUMENTS	
STATE CROWN SOLICITORS OFFICE GOODSELL BUILDING 6-12 CHIFLEY SQUARE, SYDNEY, 2000 DX 19		CT	OTHER
813E			Herewith.
Delivery Box Number.		<input checked="" type="checkbox"/>	In L.T.O. with <u>Y780604</u>
Checked	Passed	Produced by	
<i>[Signature]</i>		Secondary Directions	
Signed	Extra Fee	Delivery Directions	
<i>[Signature]</i>			

643

OFFICE USE ONLY

[Handwritten notes]
 608 to RAS
 69 CY

This is the Annexure marked "A" in the Positive Covenant dated *20th October* 1989
BETWEEN ITALIAN FORUM LIMITED and HER MAJESTY QUEEN ELIZABETH II

AND the Registered Proprietor for itself its successors and assigns covenants with Her Majesty Queen Elizabeth II pursuant to s.88E of the Conveyancing Act, 1919, as follows:-

1. The Registered Proprietor shall in any development erected on the land comprised in Certificate of Title Volume 6082 Folio 97 at any time incorporate within such development cultural facilities comprising an Auditorium, Function Hall, Meeting Room, Art Gallery and Library such cultural facilities to comprise floor space of not less than 1100 square metres or ten (10) percentum of the land comprised in Certificate of Title Volume 6082 Folio 97 whichever is the greater together with a large outdoor recreational area or piazza suitable for general outdoor activities.
2. Prior to the submission to Leichhardt Municipal Council of any Development Application and/or Building Application relating to development or re-development whether now or in the future to be carried out on the land comprised in Certificate of Title Volume 6082 Folio 97 the Registered Proprietor shall submit to the Minister for Administrative Services such Development Application and/or Building Application for the approval of such Minister provided that such approval shall not be withheld by the Minister if the Registered Proprietor complies in all respects with the provision of paragraph 1 hereof.
3. In the event of the Registered Proprietor entering into any Development Agreement Joint Venture Agreement or other similar type of Agreement relating to the development of the land comprised in Certificate of Title Volume 6082 Folio 97 with any Developer then the Registered Proprietor shall submit any such Agreement to the Minister for Administrative Services for the approval of the Minister to that Agreement. Consent to the Registered Proprietor entering into such Agreement shall not be withheld by the Minister provided that such Agreement includes a specific requirement for the Developer to incorporate in the proposed development the cultural facilities provided for in paragraph 1 hereof.
4. The Registered Proprietor shall on completion of and development or future re-development of the land comprised in Certificate of Title Volume 6082 Folio 97 forthwith provide to the Minister for Administrative Services a Certificate signed by a registered architect to the effect that the said development or re-development complies with the provisions of this covenant.
5. The Registered Proprietor shall at all times ensure that the cultural facilities and outdoor recreational areas are utilised principally for cultural and similar activities and are open to the public at all reasonable times and are kept in good repair and condition.

The person having the power to vary or modify this covenant is the Minister for Administrative Services for the State of New South Wales or the Premier of the said State.

Stephen
Quince

Minister
for
Administrative
Services
JK Landley

Note (1)
 Terms of Positive
 Covenant

SEE ANNEXURE HERETO MARKED WITH THE LETTER "A"

INSTRUCTIONS FOR COMPLETION

Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.
 Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing in the left hand margin.
 If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

The following instructions relate to the side notes on the form.

- (a) Description of land:
 - (i) **TORRENS TITLE REFERENCE**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title for the land the subject of this covenant; e.g., 135/SP12345 or Vol. 8514 Fol. 126.
 - (ii) **PART/WHOLE**—If part only of the land in the folio of the Register is affected by the covenant, delete the word "Whole" and insert the lot and plan number, portion, &c.
 - (b) Insert the full name and address of the Prescribed Authority.
 - (c) Insert full name and postal address of the registered proprietor.
 - (d) If the land is subject to a registered lease, mortgage, charge, etc., insert the full name and postal address of the lessee, mortgagee, chargee etc. If the land is NOT subject to a lease, mortgage, charge, etc., rule through this space.
 - (e) Execution.
 - GENERALLY**
 - (i) Should there be insufficient space for execution of this dealing use an annexure sheet.
 - (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by the authorised officer who should execute the dealing in the presence of an adult witness, to whom he/she is personally known.
 Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
 - ATTORNEY** (iii) If the dealing is executed by an attorney for the applicant pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g. "AB by his/her attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No."
 - AUTHORITY** (iv) If the dealing is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the dealing has been executed.
 - CORPORATION** (v) If the dealing is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.
- (f) Insert reference to the mortgage, lease, charge, etc., e.g., mortgage No. W161111.
- (g) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (h) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration.
- (i) Insert the full particulars of the positive covenant. Should there be insufficient space, use an annexure.

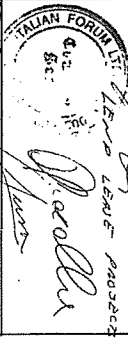
OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS					
(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME			
SECOND SCHEDULE AND OTHER DIRECTIONS					
(D) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(E) DIRECTION	(F) NOTEN TYPE	(G) DEALING NUMBER	(H) DETAILS	
	ON	PL			

SIGNATURE AND SEALS ONLY.



REGISTERED LAND AND DEVELOPER
 For and on behalf of
 ST GEORGE BANK LIMITED
 (A.C.N. 055 515 070) by
 Director
 Mr P J Underwood
 Book 47/82



Subdivision Certificate
 I certify that the provisions of section 4 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed Subdivision and that the plan has been prepared in accordance with the provisions of the Act and the Environmental Planning and Assessment Act 1979.

When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar - General.
 * Date withdrawn: 18/03/2011
 * Date of Endorsement: 13 AUGUST 1999
 * Assessor: 13 AUGUST 1999
 * Subdivision Certificate no: 000331
 * Plan no: 000331

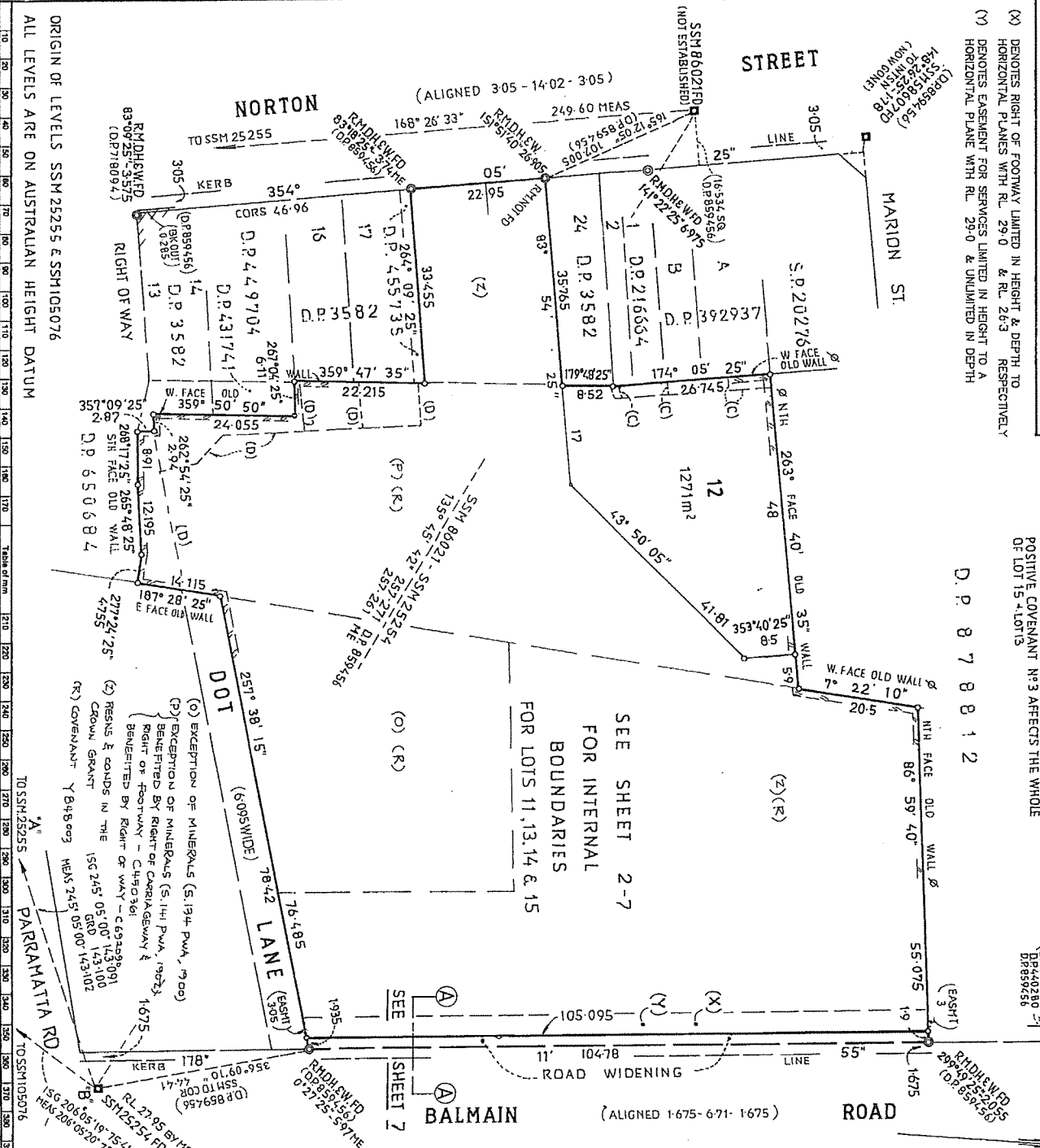
Land District: ...
 Parish: ...
 Section: ...
 Council's Certificate

Office of the Registrar - General / Src: Hazlett / Ref: DSL-MARIA-TROMBETTA2616

ACC	RL	MARK	I.S.G. CO-ORDINATES	ZONE	ACC
2	30-115	S.S.M. 25255	314 621 219	NORTHING	56/1
2	31-131	S.S.M. 105076	314 491 447	NORTHING	56/1
2	31-131	S.S.M. 105076	314 588 054	NORTHING	56/1

SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM DEPT. OF CALM. AS AT MAY 1999

ACC	RL	MARK	I.S.G. CO-ORDINATES	ZONE	ACC
2	30-115	S.S.M. 25255	314 621 219	NORTHING	56/1
2	31-131	S.S.M. 105076	314 491 447	NORTHING	56/1
2	31-131	S.S.M. 105076	314 588 054	NORTHING	56/1



PLAN 809 USE ONLY for subdivisions of land for residential, commercial, industrial, public, or other purposes. It is intended to be used in conjunction with the Environmental Planning and Assessment Act 1979 and the Environmental Planning and Assessment Regulations 1999.

THIS IS SHEET 1 OF 9 SHEETS.

REGISTERED: DP 1005187

REGISTERED: 24-8-1999

PLAN: DP 859456

LOT 1 & 2 IN D.P. 859456

LENGTHS ARE IN METRES. REDUCTION RATIO: 1:500

LGA: LEICHHARDT

SUBURB: LEICHHARDT

PARISH: PETERSHAM

COUNTY: CUMBERLAND

THE SYSTEM: TORRENS

PURPOSE: SUBDIVISION

REG. MAP: UO945-524 #

LAST PLAN: DP 859456

PLAN: DP 859456

OF SUBDIVISION OF LOTS 1 & 2 IN D.P. 859456

1) EASEMENT FOR SERVICES (Y)

2) POSITIVE COVENANT (Y)

3) POSITIVE COVENANT (Y)

4) POSITIVE COVENANT (Y)

5) EASEMENT FOR SERVICES (Y)

6) RIGHT OF FOOTWAY (X)

7) EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION) (C)

8) EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION) (D)

9) RIGHT OF CARRIAGE WAY (R)

Table of Area: 10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 140, 150, 160, 170, 180, 190, 200, 210, 220, 230, 240, 250, 260, 270, 280, 290, 300, 310, 320, 330, 340, 350, 360, 370, 380, 390, 400

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

- Ø DENOTES THIS PART LOT 11 UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO A HORIZONTAL PLANE WITH R.L. 29.3
- DENOTES THIS PART LOT 11 UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO A HORIZONTAL PLANE WITH R.L. 26.4
- DENOTES THIS PART LOT 13 UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO A HORIZONTAL PLANE WITH R.L. 28.4
- ⊙ DENOTES THIS PART LOT 13 LIMITED IN DEPTH & HEIGHT TO HORIZONTAL PLANES WITH R.L. 28.4 & R.L. 29.3 RESPECTIVELY
- ⊘ DENOTES THIS PART LOT 14 UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO A HORIZONTAL PLANE WITH R.L. 29.3
- ⊙ DENOTES THIS PART LOT 13 & 14 LIMITED IN DEPTH & HEIGHT TO HORIZONTAL PLANES WITH R.L. 26.4 & R.L. 29.3 RESPECTIVELY
- ⊚ LOT 12 UNLIMITED IN HEIGHT & DEPTH

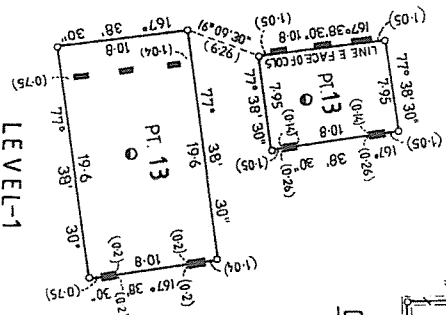


DIAGRAM 1
(APPROX 1:300)

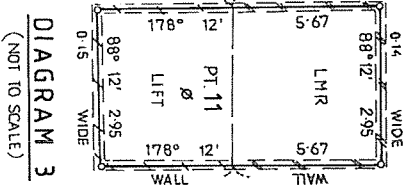


DIAGRAM 3
(NOT TO SCALE)

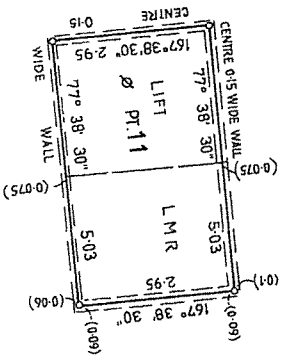
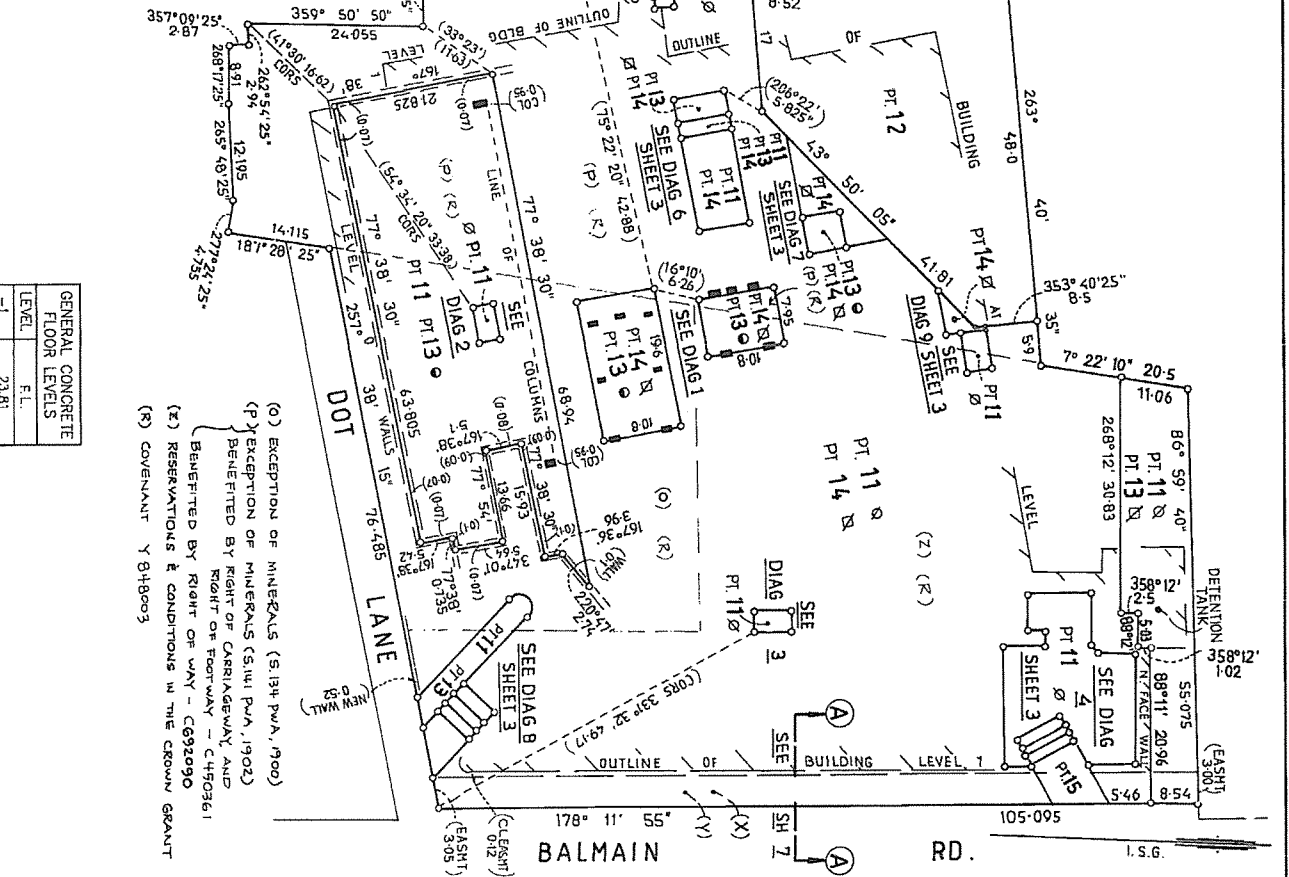


DIAGRAM 2
(NOT TO SCALE)



LEVEL	F.L.	GENERAL CONCRETE FLOOR LEVELS
-1	23.81	
0	28.47	
1	29.40	
2	32.18	
3	33.25 & 34.9	
4	37.52	
5	40.95 & 41.65	
6	42.88	

- (O) EXCEPTION OF MINERALS (S.134 PWA, 1900)
- (P) EXCEPTION OF MINERALS (S.134 PWA, 1902) BENEFITED BY RIGHT OF CARRIAGEWAY AND RIGHT OF FOOTWAY - C450361
- (E) RESERVATIONS & CONDITIONS IN THE CROWN GRANT BENEFITED BY RIGHT OF WAY - C692090
- (R) COVENANT Y 848903

LOTS 11, 13 & 14 ARE STRATUM LOTS LIMITED IN HEIGHT & DEPTH TO REGULAR HORIZONTAL & INCLINED PLANES AS SHOWN ON THE PLANS & SECTIONS

SHEETS 2 & 3 SHOW PLANS & SECTIONS BELOW LEVEL 1 (BELOW R.L. 29.3)

Registered 80.24.3.1999

This is sheet 2 of my plan in 9 sheets dated June 97 to 10.6.99

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 1 sheet covered by my Certificate No. SC(1999)15

General Name(s)/Authorised Person

For use where space is insufficient in any panel on Form 2.

10. RIGHT OF CARRIAGEWAY (S)

11. RIGHT OF CARRIAGEWAY (T)

TO RELEASE:

- RIGHT OF CARRIAGEWAY 5.615 WIDE DP 859456
- EASEMENT OF SERVICES 5.615 WIDE DP 859453

Reduction Ratio 1: 500

SURVEYORS REFERENCE: 44628 (PLAN 5)

Special note: I am authorized for Land Lease Paged's Pty Limited by its attorney-in-fact Robert of Albany Road 4244, Kumbong 354 in the presence of: Lorraine Thompson JP. Maria Trombetta

DP1005187

Registered: *for 24-8-1999*

This is sheet 3 of my plan in 9 sheets dated June 97 to 10.6.99

Surveyor registered under Surveyors Act 1929

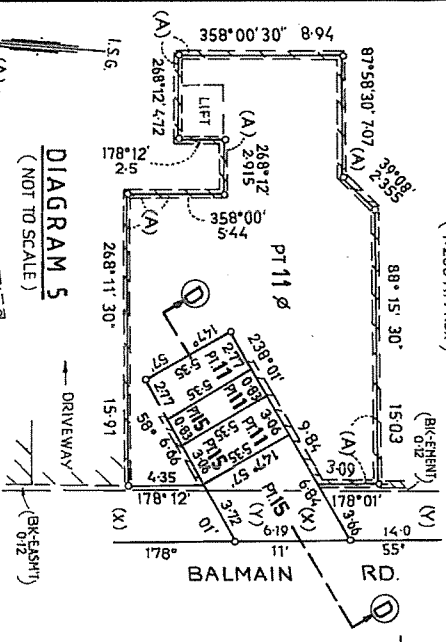
This is sheet 3 of the plan of 9 sheets covered by my certificate No. 52/199/15

M. Hazlett

Surveyor/Manager/Authorised Person

For use where space is insufficient in any panel on Plan Form 2.

DIAGRAM 4 (1:200 APPROX)



SECTION D-D NOT TO SCALE

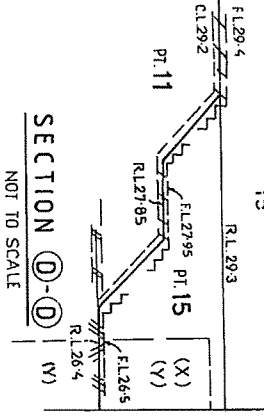


DIAGRAM 5 (NOT TO SCALE)

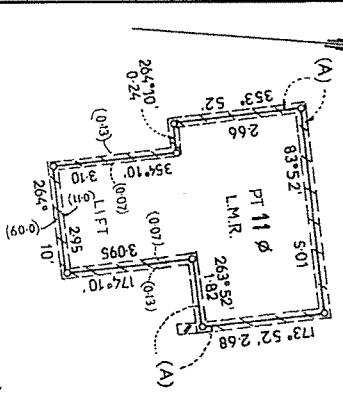
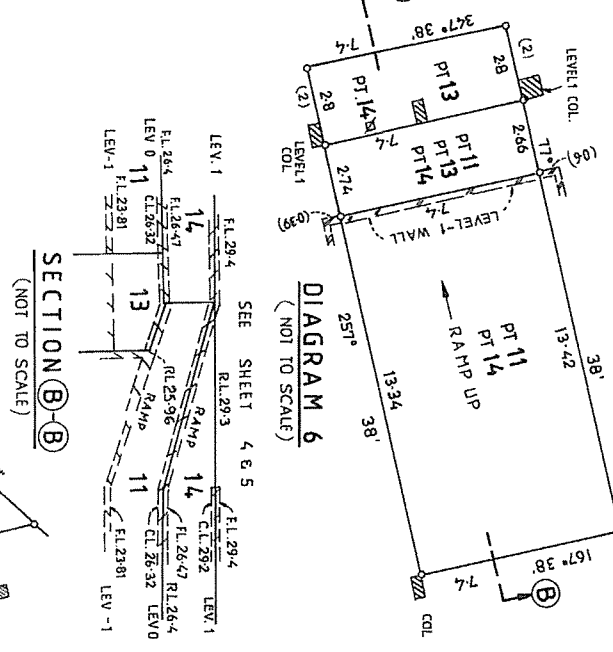


DIAGRAM 6 (NOT TO SCALE)



SECTION B-B (NOT TO SCALE)

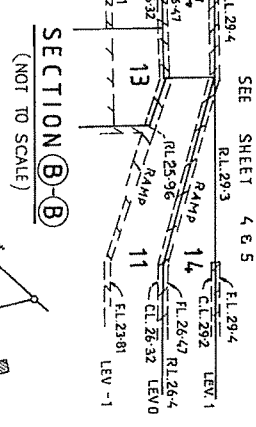


DIAGRAM 7 (NOT TO SCALE)

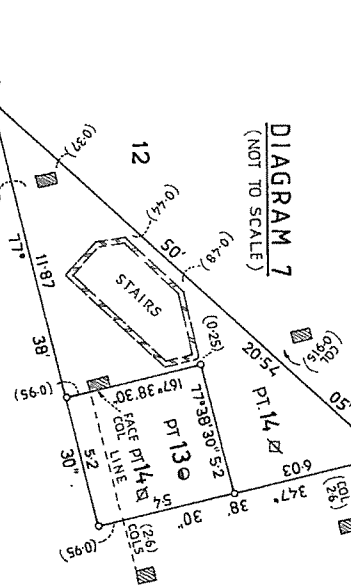
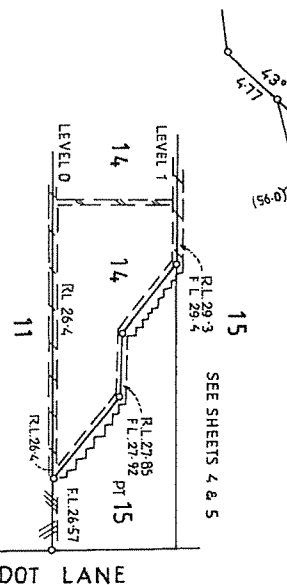


DIAGRAM 8 (NOT TO SCALE)

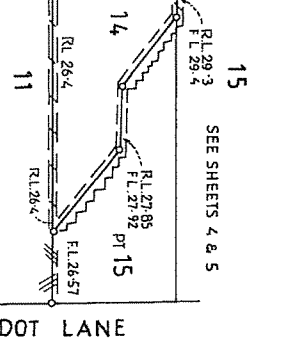


- Ø DENOTES THIS PART LOT 11 UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO A HORIZONTAL PLANE WITH R.L. 29.3
- DENOTES THIS PART LOT 11 UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO A HORIZONTAL PLANE WITH R.L. 28.4
- DENOTES THIS PART LOT 13 UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO A HORIZONTAL PLANE WITH R.L. 26.2+26.4
- ⊙ DENOTES THIS PART LOT 13 UNLIMITED IN DEPTH & HEIGHT TO HORIZONTAL PLANES WITH R.L. 26.4 & R.L. 29.3 RESPECTIVELY
- ⊙ DENOTES THIS PART LOT 14 UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO A HORIZONTAL PLANE WITH R.L. 29.3
- (A) DENOTES THIS PART LOT 14 LIMITED IN DEPTH & HEIGHT TO HORIZONTAL PLANES WITH R.L. 26.4 & R.L. 29.3 RESPECTIVELY
- R.L. DENOTES BOUNDARY LEVEL
- F.L. DENOTES GENERAL FLOOR LEVEL
- C.L. DENOTES GENERAL CEILING LEVEL
- (X) DENOTES RIGHT OF FOOTWAY (SEE SHEET 1)
- (Y) DENOTES EASEMENT FOR SERVICES (SEE SHEET 1)

- (X) DENOTES RIGHT OF FOOTWAY (SEE SHEET 1)
- (Y) DENOTES EASEMENT FOR SERVICES (SEE SHEET 1)

DIAGRAM 8 (NOT TO SCALE)

SECTION C-C (NOT TO SCALE)



Plan Drawing only to appear in this space

Reduction Ratio 1: AS SHOWN SURVEYORS REFERENCE 44628 (PLAN 5)

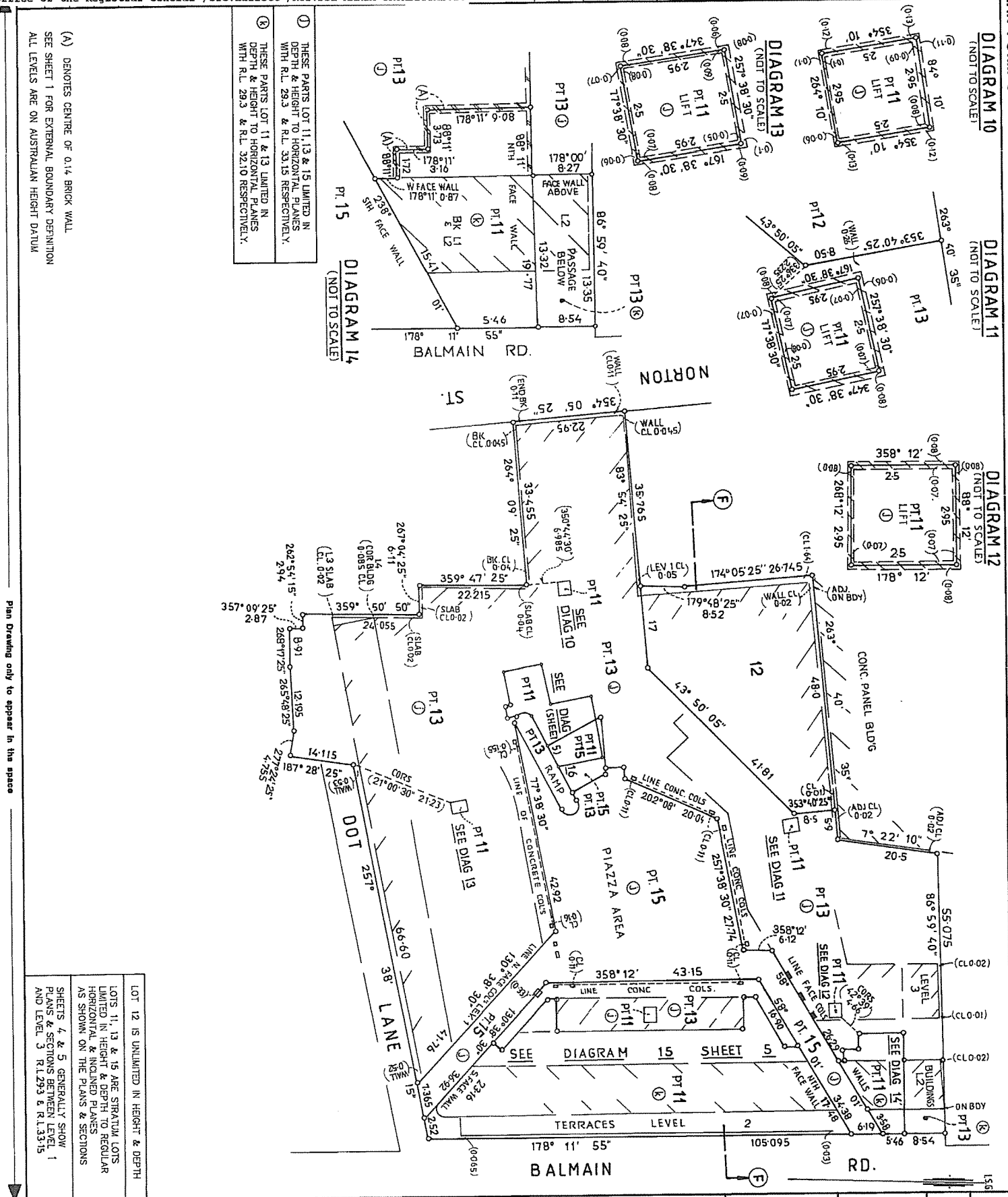


DIAGRAM 10 (NOT TO SCALE)

DIAGRAM 11 (NOT TO SCALE)

DIAGRAM 12 (NOT TO SCALE)

DIAGRAM 14 (NOT TO SCALE)

- ① THESE PARTS LOT 11, 13 & 15 LIMITED IN DEPTH & HEIGHT TO HORIZONTAL PLAINES WITH R.L. 293.3 & R.L. 321.0 RESPECTIVELY.
- ② THESE PARTS LOT 11 & 13 LIMITED IN DEPTH & HEIGHT TO HORIZONTAL PLAINES WITH R.L. 293.3 & R.L. 321.0 RESPECTIVELY.

(A) DENOTES CENTRE OF 0.14 BRICK WALL SEE SHEET 1 FOR EXTERNAL BOUNDARY DEFINITION ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

Plan Drawing only to appear in this space

LOT 12 IS UNLIMITED IN HEIGHT & DEPTH
LOTS 11, 13 & 15 ARE STRATUM LOTS LIMITED IN HEIGHT & DEPTH TO REGULAR HORIZONTAL & INCLINED PLANES AS SHOWN ON THE PLANS & SECTIONS
SHEETS 4 & 5 GENERALLY SHOW PLANS & SECTIONS BETWEEN LEVEL 1 AND LEVEL 3 R.L.293 & R.L.331.5

156

DP1005187

Registered 24.8.1999

This is sheet 4 of my plan in 9 sheets dated 30.08.99

Surveyor registered under Surveyors Act 1929

This is sheet 4 of the plan of 9 sheets entered by my Certificate No. 52/1991/5

M. McCabe

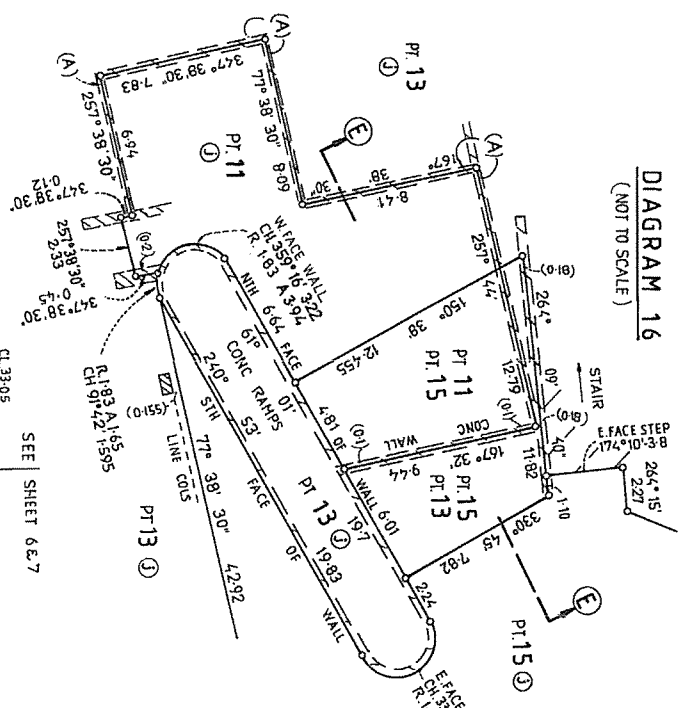
Chartered-Engineer/Authorized Person

For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1: 500

SURVEYORS REFERENCE: 44628 (PLAN 5)

DIAGRAM 16
(NOT TO SCALE)



SECTION E-E
(NOT TO SCALE)

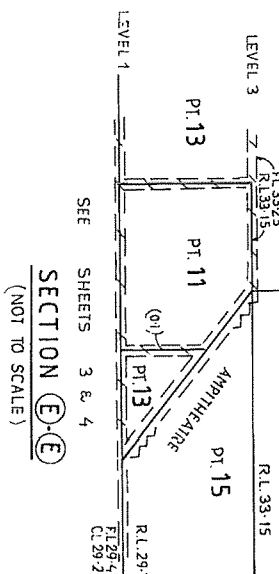
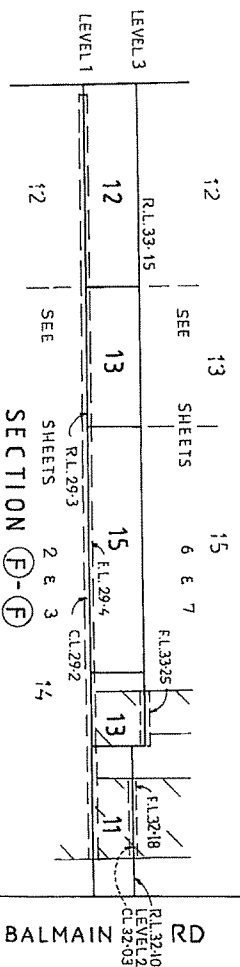
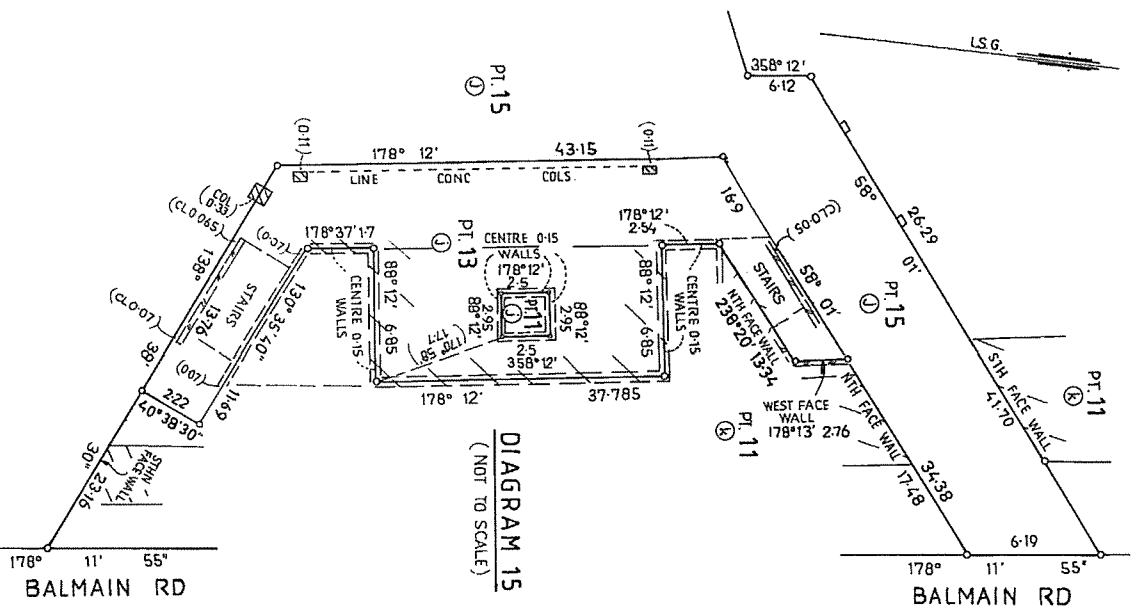


DIAGRAM 15
(NOT TO SCALE)



BALMAIN RD
 BALMAIN RD
 BALMAIN RD

- (A) DENOTES CENTRE OF 0-14 BRICK WALL
- R.L. DENOTES BOUNDARY LEVEL
- F.L. DENOTES GENERAL FLOOR LEVEL
- C.L. DENOTES GENERAL CEILING LEVEL
- ① THESE PARTS LOT 11, 13 & 15 LIMITED IN DEPTH & HEIGHT TO HORIZONTAL PLANES WITH R.L. 29.3 & R.L. 33.25 RESPECTIVELY.
- ② THESE PARTS LOT 11 & 13 LIMITED IN DEPTH & HEIGHT TO HORIZONTAL PLANES WITH R.L. 29.3 & R.L. 32.10 RESPECTIVELY.
- ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

Plan Drawing only to appear in the space

1:500 HORZ
 1:300 VERT

DP1005187

Registered
 24-8-1999

This is sheet 5 of my plan in 9 sheets
 dated JUNE 97 to 10-6-99

Surveyor registered under Surveyors Act 1929

This is sheet 5 of the plan of 9 sheets covered by my Certificate No. 57/1999/5
 570976

M. Hazlett

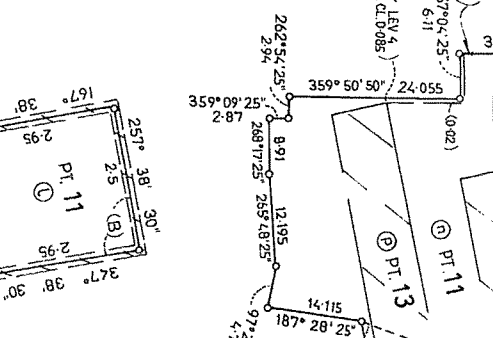
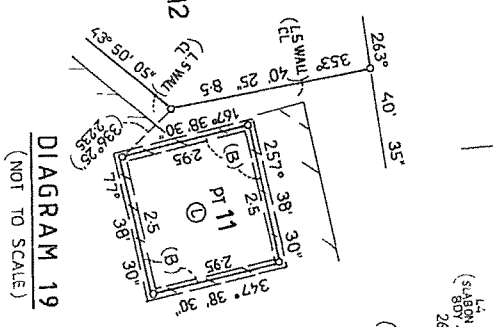
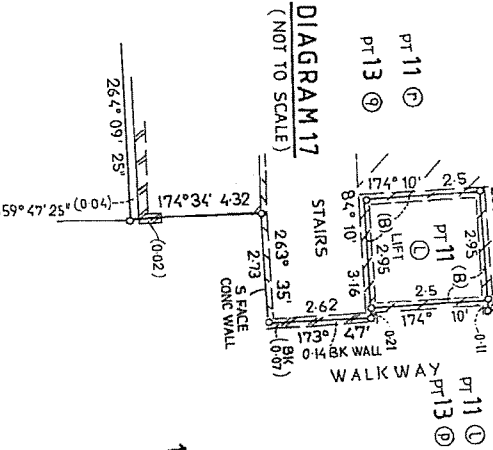
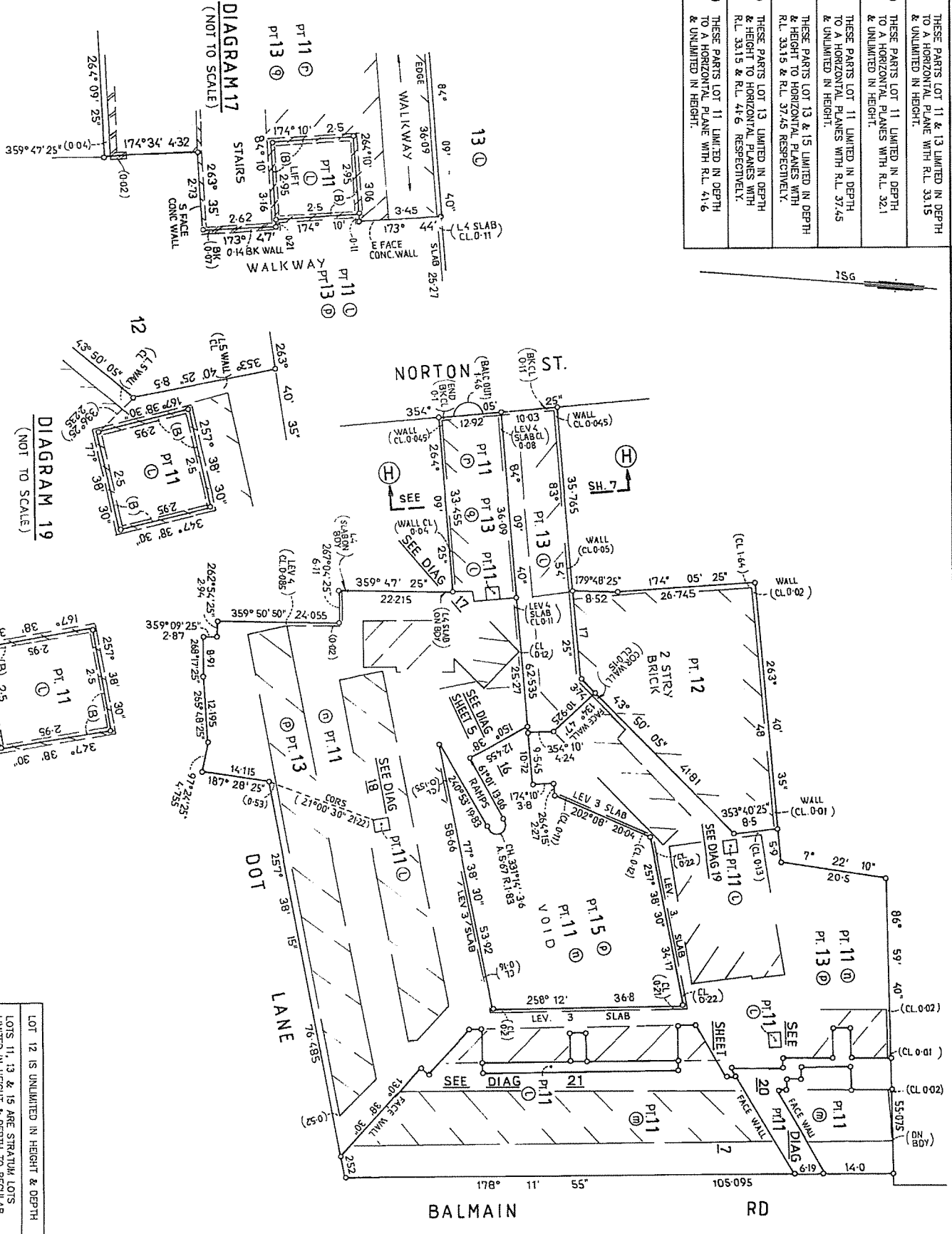
General Manager/Authorized Person

For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1: AS SHOWN

SURVEYORS REFERENCE: 44628 (PLAN 5)

- ① THESE PARTS LOT 11 & 13 LIMITED IN DEPTH TO A HORIZONTAL PLANE WITH R.L. 33.15 & UNLIMITED IN HEIGHT.
- ② THESE PARTS LOT 11 LIMITED IN DEPTH TO A HORIZONTAL PLANE WITH R.L. 32.1 & UNLIMITED IN HEIGHT.
- ③ THESE PARTS LOT 11 LIMITED IN DEPTH TO A HORIZONTAL PLANE WITH R.L. 37.45 & UNLIMITED IN HEIGHT.
- ④ THESE PARTS LOT 13 & 15 LIMITED IN DEPTH & HEIGHT TO HORIZONTAL PLANES WITH R.L. 33.15 & R.L. 37.45 RESPECTIVELY.
- ⑤ THESE PARTS LOT 13 LIMITED IN DEPTH & HEIGHT TO HORIZONTAL PLANES WITH R.L. 33.15 & R.L. 41.6 RESPECTIVELY.
- ⑥ THESE PARTS LOT 11 LIMITED IN DEPTH TO A HORIZONTAL PLANE WITH R.L. 41.6 & UNLIMITED IN HEIGHT.



(B) DENOTES CENTRE OF 0.15 CONC WALL
SEE SHEET 1 FOR EXTERNAL BOUNDARY DEFINITION
ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

Plan Drawing only to appear in this space

LOT 12 IS UNLIMITED IN HEIGHT & DEPTH
LOTS 11, 13 & 15 ARE STRATUM LOTS LIMITED IN HEIGHT & DEPTH TO REGULAR HORIZONTAL & INCLINED PLANES AS SHOWN ON THE PLANS & SECTIONS
SHEETS 6 & 7 GENERALLY SHOW PLANS & SECTIONS FOR LEVEL 3 UPWARDS (ABOVE R.L. 32.1 & R.L. 33.15)

Reduction Ratio 1: 500
SURVEYORS REFERENCE: 44628 (PLAN 5)

DP1005187

Registered 24-08-1997

This is sheet 6 of my plan in 9 sheets dated JUNE 91 to 10.6.99

Surveyor registered under Surveyors Act 1929

This is sheet 6 of the plan of 9 sheets covered by my Certificate No. 501992/5 599084

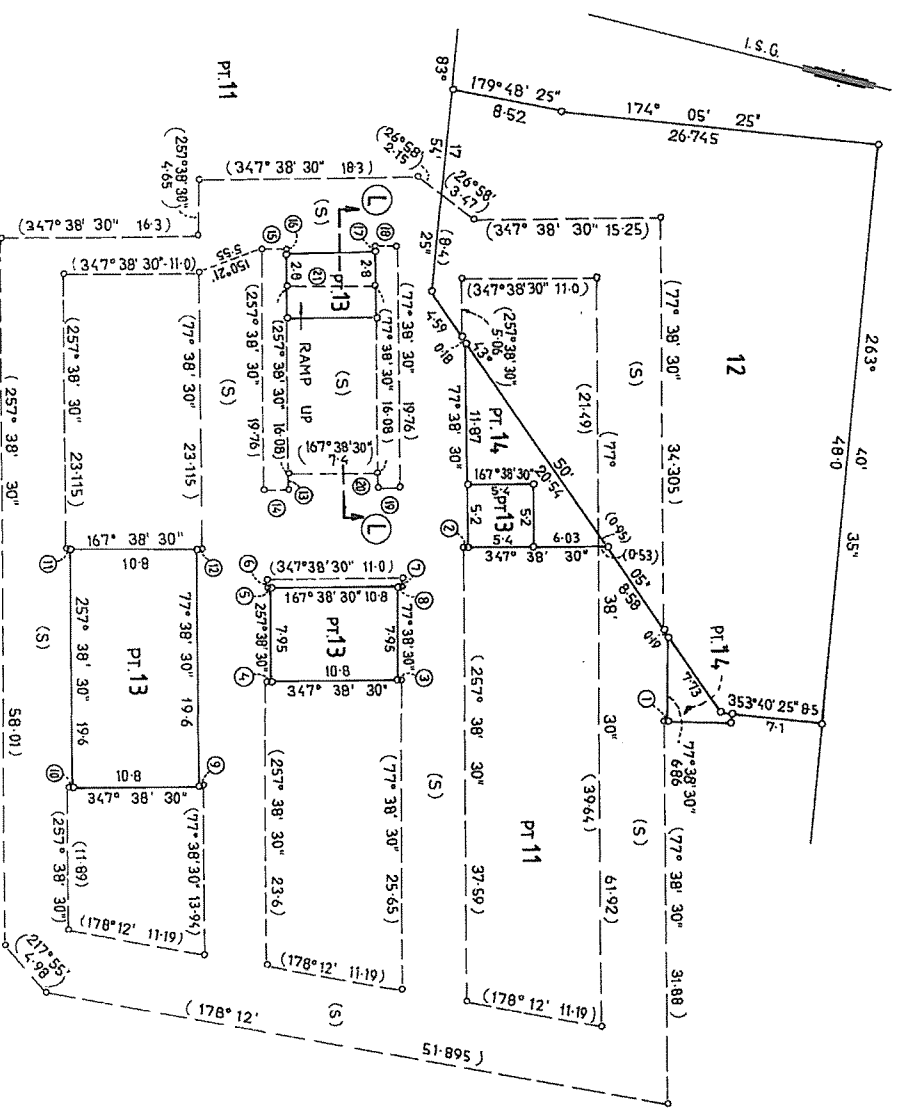
M. Hazlett

General-Homeowner/Authorised Person

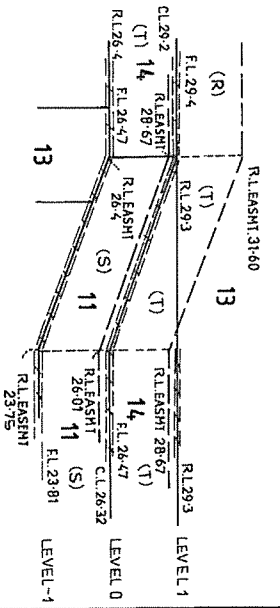
For use where space is insufficient in my panel on Plan Form 2.

To be used in conjunction with Plan Form 2

WARNING: CHANGING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF EASEMENT BOUNDARIES		
No.	BEARING	DISTANCE
1	167° 38' 30"	0.11
2	347° 38' 30"	0.10
3	347° 38' 30"	0.10
4	347° 38' 30"	0.10
5	167° 38' 30"	0.10
6	257° 38' 30"	0.39
7	77° 38' 30"	0.39
8	167° 38' 30"	0.10
9	347° 38' 30"	0.10
10	347° 38' 30"	0.10
11	167° 38' 30"	0.10
12	167° 38' 30"	0.10
13	77° 38' 30"	0.81
14	167° 38' 30"	1.80
15	347° 38' 30"	1.80
16	77° 38' 30"	0.07
17	257° 38' 30"	0.07
18	347° 38' 30"	1.80
19	167° 38' 30"	1.80
20	257° 38' 30"	0.81
21	347° 38' 30"	7.4



R.L. DENOTES BOUNDARY LEVEL
 F.L. DENOTES GENERAL FLOOR LEVEL
 C.L. DENOTES GENERAL CEILING LEVEL

- (R) DENOTES RIGHT OF CARRIAGEWAY LIMITED IN HEIGHT TO HORIZONTAL & REGULAR INCLINED PLANES 2.3 ABOVE THE LOWER LIMITS AS NOTED IN THE SECTIONS.
- (S) DENOTES RIGHT OF CARRIAGEWAY LIMITED IN DEPTH & HEIGHT TO HORIZONTAL PLANES WITH REGULAR INCLINED PLANE AS NOTED IN SECTION (1)
- (1) DENOTES RIGHT OF CARRIAGEWAY LIMITED IN DEPTH & HEIGHT TO HORIZONTAL PLANES WITH REGULAR INCLINED PLANE AS NOTED IN SECTION (1)

SEE SHEETS 2 & 3 FOR BOUNDARY DEFINITION OF LOTS 11, 12, 13 & 14
 THIS SHEET SHOWS RIGHT OF CARRIAGEWAY AT LEVEL -1

ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

DP1005187

Registered: 30/24/8/1999

This is sheet 8 of my plan in 3 sheets dated JUNE 97 to 10.6.97

Surveyor registered under Surveyors Act 1928

This is sheet 8 of the plan of 3 sheets covered by my Certificate No. 57/1997/5 of 3/6/97

General-Manager/Authorized Person

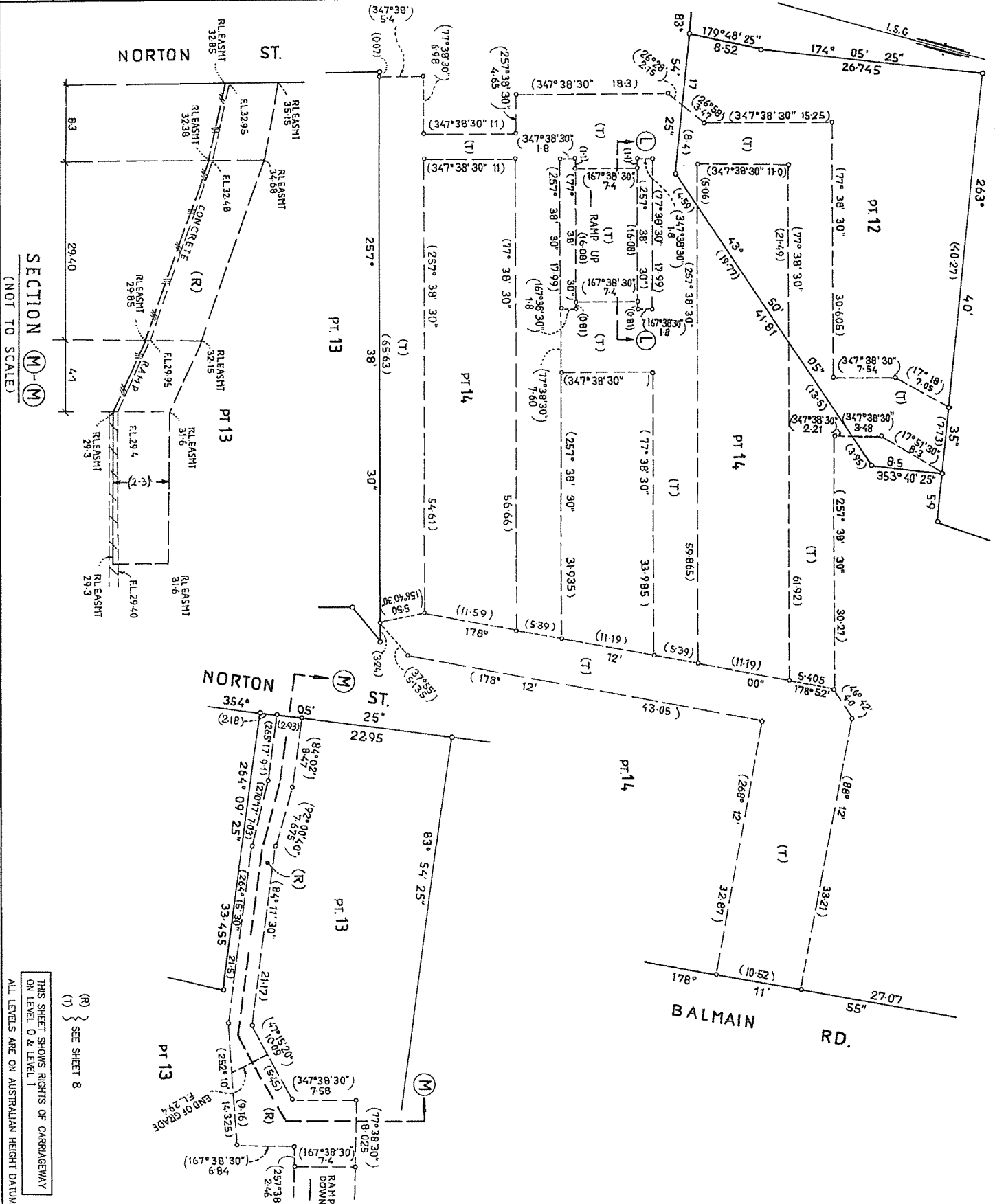
For use where space is insufficient in any part on Plan Form 2.

Plan Drawing only to appear in this space

Reduction Ratio 1:300
 SURVEYORS REFERENCE 44628 (PLAN 5)

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



THIS SHEET SHOWS RIGHTS OF CARRIAGEWAY ON LEVEL 0 & LEVEL 1
 ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

(R) } SEE SHEET 8
 (T) }

DP1005187

Registered: 40 24 8 1999

This is sheet 9 of my plan in 9 sheets dated JUNE 97 TO 10.6.97

Surveyor registered under Surveyors Act 1928

This is sheet 9 of the plan of 9 sheets covered by my Certificate No. 56/199/15 of 1997

Amabile
 General Manager/Authorized Person

For use where space is insufficient in any point on Plan Form 2

Reduction Ratio 1: 300

SURVEYORS REFERENCE: 44628 (PLAN 5)

Form: 07L
Release: 1.1
www.lpi.nsw.gov.au

LEASE
New South Wales
Real Property Act 1900



8923174Q

PRIVACY NOTE: this information is legally required and wi

STAMP DUTY

Office of State Revenue use only	NEW SOUTH WALES DUTY 03-09-2002 0001097499-001 SECTION 179-ORIGINAL NO DUTY PAYABLE
----------------------------------	--

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises
 Certificate of Title CP/SP60918
 PART being the premises shown on the plan hereto annexed marked "A" and thereon described as "Substation Premises No. 6193 (Level B1 & B2) Name 'Balmain Dot'" hereafter referred to as the "demised premises" together with the right of way and easement referred to in clauses 1 and 2 of annexure "B"

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
48t	CITYLINK & LEGALITIES REF BP.PVC Reference: BP/PVC:00 2401	L

(C) LESSOR

THE OWNERS-STRATA PLAN NO. 60918

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

(D)

Encumbrances (if applicable): _____

(E) LESSEE

ENERGYAUSTRALIA
ABN 67 505 337 385

TENANCY:

- (G)** 1. **TERM:** 99 years at a rental of 10 cents per annum if demanded
2. **COMMENCING DATE:** 1 November 2000
3. **TERMINATING DATE:** 31 October 2099
4. With an **OPTION TO RENEW** for a period of N.A.
set out in clause _____ of N.A.
5. With an **OPTION TO PURCHASE** set out in clause _____ of N.A.
6. Together with and reserving the **RIGHTS** set out in clause s 1 & 2 of Annexure "B"
7. Incorporates the provisions set out in **ANNEXURE "B"** hereto.
8. Incorporates the provisions set out in **MEMORANDUM** filed at Land and Property Information New South Wales as No. W578000
9. The **RENT** is set out in _____ No. _____ of N.A.

All handwriting must be in block capitals.

ke

DATE 30/08/02

(H)

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



Authority: section 238 Strata Schemes Management Act

Signature of authorised person: [Handwritten Signature]

Signature of authorised person

Name of authorised person: K. Collings

Name of authorised person:

Office held: Licensed Strata Manager.

Office held:

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

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

Signature of witness: [Handwritten Signature]

Signature of attorney: [Handwritten Signature]

Name of witness: WARWICK WEEKLEY

Attorney's name: FRANK KENNETH GAENE-SMITH

Address of witness: 570 George Street
SYDNEY NSW 2000

Signing on behalf of: EnergyAustralia

Power of attorney-Book: 4290
-No.: 806

(I) STATUTORY DECLARATION

I, _____
solemnly and sincerely declare that—

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

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

Made and subscribed at _____ in the State of New South Wales

on _____

in the presence of—

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

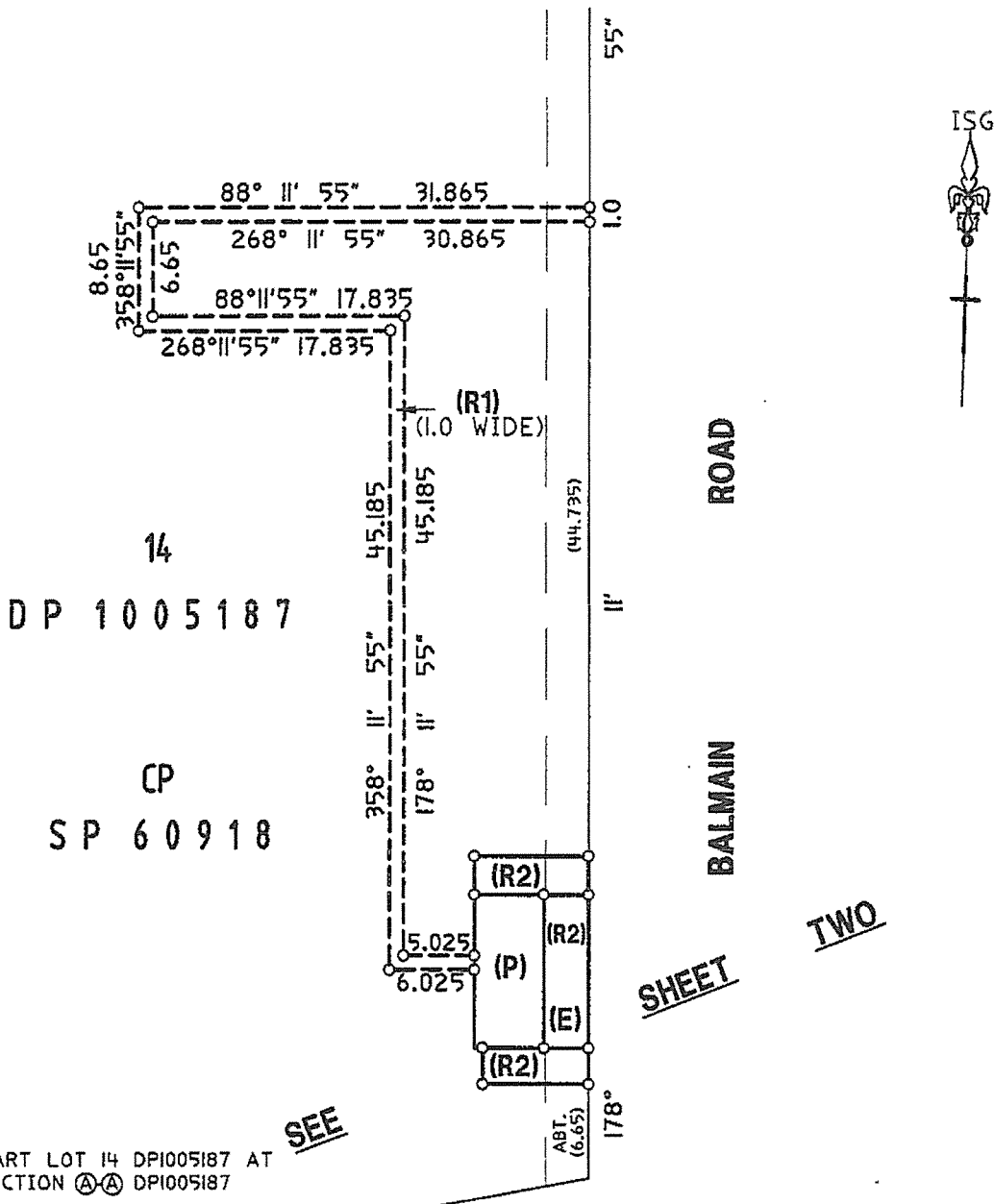
Qualification of witness:

L.G.A: LEICHHARDT
 LOCALITY: LEICHHARDT

**PLAN SHOWING SUBSTATION PREMISES No.6193 AND RIGHT OF WAY
 WITHIN C.T. FOLIO IDENTIFIERS 14/1005187 AND CP/SP60918, RIGHT OF
 WAY 1.0 WIDE WITHIN C.T. FOLIO IDENTIFIER 14/1005187 AND EASEMENT
 FOR ELECTRICITY PURPOSES WITHIN C.T. FOLIO IDENTIFIER CP/SP60918.**

PARISH OF PETERSHAM COUNTY OF CUMBERLAND

REDUCTION RATIO 1:500



NOTES:

- B1 - DENOTES PART LOT 14 DP1005187 AT LEVEL 0 SECTION (A) DP1005187
- B2- DENOTES PART COMMON PROPERTY SP60918. THIS COMMON PROPERTY IS AT BASEMENT 2 SP60918 AND BETWEEN BASEMENT 2 SP60918 AND LEVEL 0 SECTION (A) DP1005187

(E) EASEMENT FOR ELECTRICITY PURPOSES
 (LEVEL B2)

(R1) RIGHT OF WAY (LEVEL B1)

(R2) RIGHT OF WAY (LEVEL B1 & B2)

(P) SUBSTATION PREMISES No. 6193 (LEVEL B1 & B2)
 NAME "BALMAIN DOT"

(A) EASEMENT FOR SERVICES AND
RIGHT OF FOOTWAY VIDE DP1005187

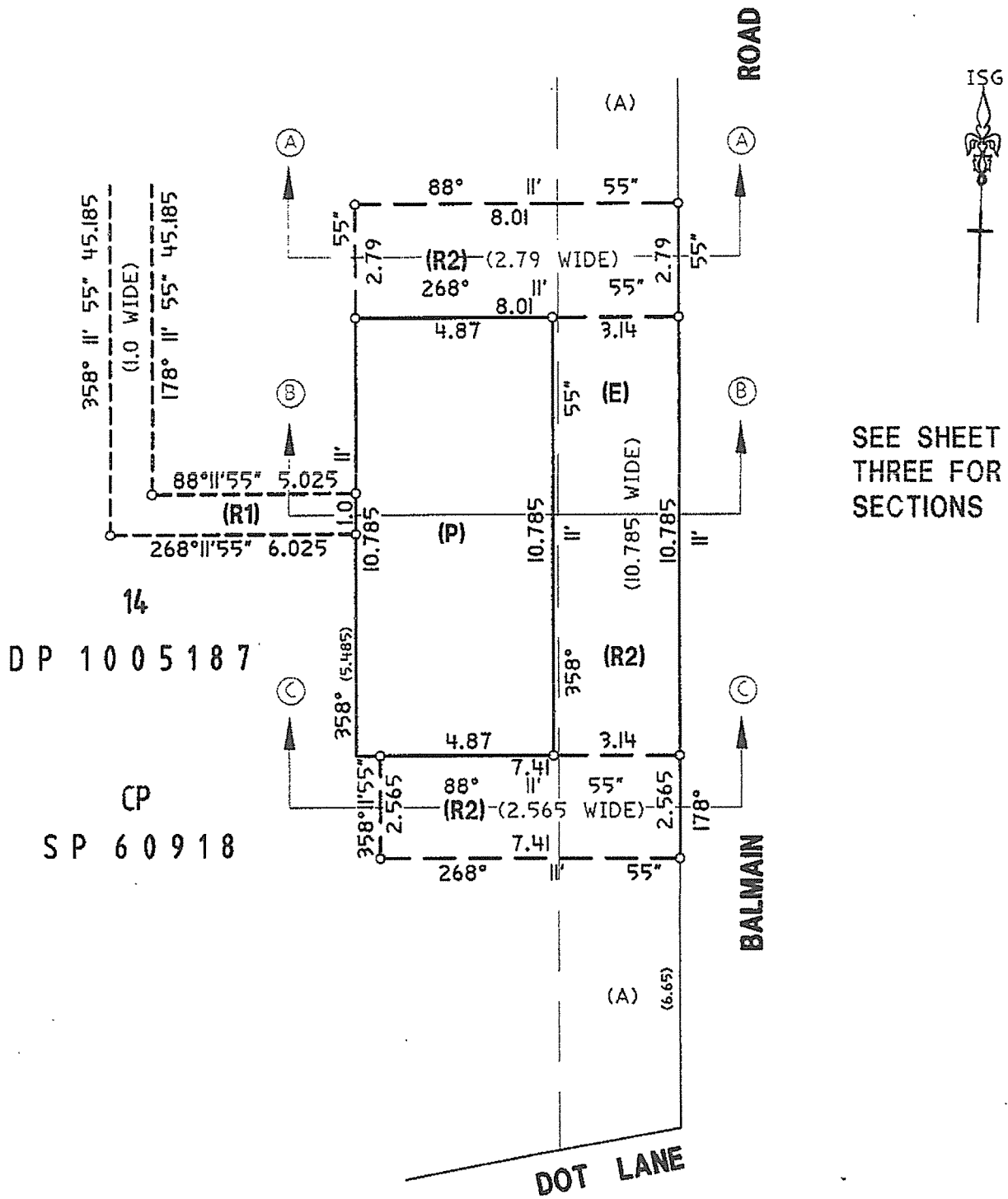
AIR INLET AND OUTLET DUCTS FROM THE LEVEL OF THE SUBSTATION TO THE EXTENT OF THEIR STRUCTURES FORM PART OF THE SUBSTATION PREMISES.

Andrew Usher

ANDREW USHER
 REGISTERED SURVEYOR
 14 APRIL 2000

REDUCTION RATIO 1:150

L.G.A: LEICHHARDT
 LOCALITY: LEICHHARDT



SEE SHEET THREE FOR SECTIONS

(E) EASEMENT FOR ELECTRICITY PURPOSES
 (LEVEL B2)

(R1) RIGHT OF WAY (LEVEL B1)

(R2) RIGHT OF WAY (LEVEL B1 & B2)

(P) SUBSTATION PREMISES No. 6193 (LEVEL B1 & B2)
 NAME "BALMAIN DOT"

(A) EASEMENT FOR SERVICES AND
 RIGHT OF FOOTWAY VIDE DPI005187

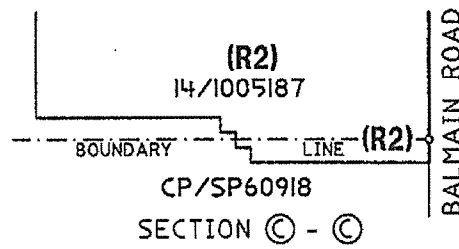
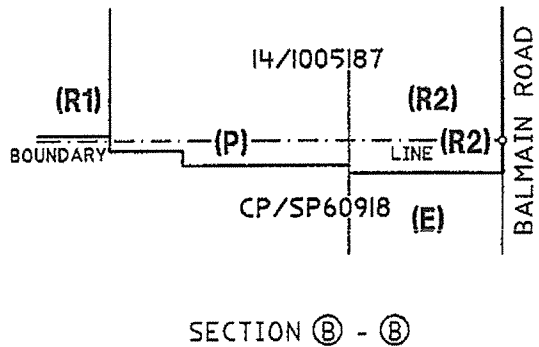
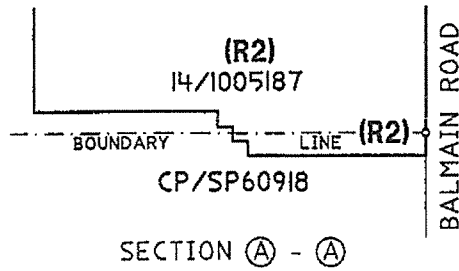
NOTES:

B1 - DENOTES PART LOT 14 DPI005187 AT LEVEL 0 SECTION (A) DPI005187

B2- DENOTES PART COMMON PROPERTY SP60918. THIS COMMON PROPERTY IS AT BASEMENT 2 SP60918 AND BETWEEN BASEMENT 2 SP60918 AND LEVEL 0 SECTION (A) DPI005187

NOT TO SCALE

L.G.A: LEICHHARDT
LOCALITY: LEICHHARDT



(E) EASEMENT FOR ELECTRICITY PURPOSES
(LEVEL B2)

(R1) RIGHT OF WAY (LEVEL B1)

(R2) RIGHT OF WAY (LEVEL B1 & B2)

(P) SUBSTATION PREMISES No. 6193 (LEVEL B1 & B2)
NAME "BALMAIN DOT"

NOTES:

B1 - DENOTES PART LOT 14 DPI005187 AT LEVEL 0 SECTION (A) DPI005187

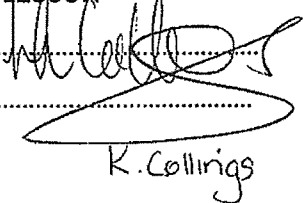
B2- DENOTES PART COMMON PROPERTY SP60918. THIS COMMON PROPERTY IS AT BASEMENT 2 SP60918 AND BETWEEN BASEMENT 2 SP60918 AND LEVEL 0 SECTION (A) DPI005187

SIGNATURES AND SEALS OF PARTIES

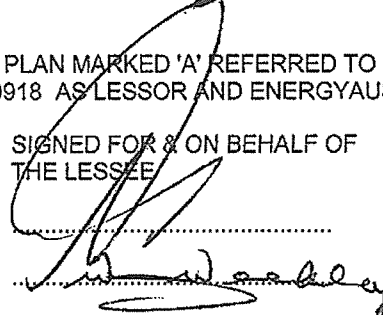
THIS IS THE PLAN MARKED REFERRED TO IN

THIS AND THE PRECEDING TWO PAGES IS THE PLAN MARKED 'A' REFERRED TO IN LEASE MADE BETWEEN THE OWNERS - STRATA PLAN NO. 60918 AS LESSOR AND ENERGYAUSTRALIA AS LESSEE

SIGNED FOR & ON BEHALF OF THE LESSOR


K. Collings

SIGNED FOR & ON BEHALF OF THE LESSEE

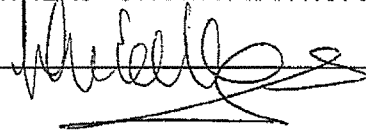


**ANNEXURE "B" TO MEMORANDUM OF LEASE
MADE THE 30 DAY OF AUGUST 2002
BETWEEN THE OWNERS - STRATA PLAN NO. 60918 AS LESSOR
and ENERGIAUSTRALIA AS LESSEE**


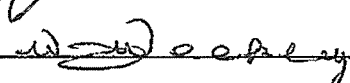
The Lessee shall have the benefit of the following rights and liberties;

1. The Lessee shall have full right and liberty for its officers servants workmen agents and contractors with or without tools materials plant and other apparatus and vehicles to pass and repass at all times of the day or night during the term hereby created over the land marked "Right of Way (Level B1 & B2)" on the plan hereto annexed marked "A" (hereinafter referred to as "right of way") and during such times as the Lessee considers necessary to park vehicles upon the said right of way PROVIDED HOWEVER that access for the Lessor its agents tenants or licensees is not unnecessarily impeded.
2. The Lessee shall have full right liberty and licence for its officers servants workmen agents and contractors during the term hereby created to construct lay down dismantle replace repair renew and maintain underground/overhead electricity cables through beneath or over the land marked "Easement for Electricity Purposes (Level B2)" on the plan hereto annexed marked "A" (hereinafter referred to as "easement") AND ALSO free and uninterrupted passage of electricity through the cables within the said easement.
3. Clause 5 of Memorandum W578000 is deleted and replaced by the following words:-
"The Lessee shall have the right to use the substation installation and easement for the purpose of supplying other customers of the Lessee. In approving the connection of other electrical loads to the substation the Lessee will give priority to electrical loads which are located within the premises. If required by the Lessor, the Lessee will exclusively supply the Lessor from the substation installation upon the Lessor paying the Lessee's costs (which shall be determined in the Lessee's absolute discretion) for making alternate supply arrangements for any other customers of the Lessee supplied by the substation installation."

SIGNED FOR AND ON BEHALF OF
THE OWNERS - STRATA PLAN NO. 60918


_____ K. Collings

SIGNED FOR AND ON BEHALF OF
ENERGIAUSTRALIA


_____ 

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

Approved Form 9

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

Strata Schemes (Freehold Development) Act 1973

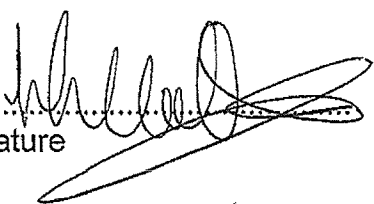
Strata Schemes (Leasehold Development) Act 1986

Certificate of Owners Corporation

In pursuance of the * Strata Schemes (Freehold Development) Act 1973, or * ~~Strata Schemes (Leasehold Development) Act 1986~~, The Owners - Strata Plan No. 60918 hereby certifies that:

1. the * dealing * ~~plan~~ † *Lease to EnergyAustralia* was * ~~executed~~ * ~~accepted~~ * sealed by it pursuant to a special resolution passed in accordance with the requirements of the above Act;
2. the requirements of section 28(3)(a)(ii) or section 32(3)(a)(ii) of the above Act have been complied with in respect of the said * ~~dealing~~ * ~~plan~~.

The common seal of the Owners - Strata Plan No.60918 was affixed hereto on 27 August 2002 in the presence of Karen Collings being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

.....
Signature 



.....
Signature

.....
Print Name and Capacity K. Collings - Licensed Strata Manager

.....
Print Name and Capacity

27 August 2002
Date

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

Certificate re Initial Period Expired

Approved Form 10

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

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Certificate re Initial Period

In pursuance of the * Strata Schemes (Freehold Development) Act 1973, * Strata Schemes (Leasehold Development) Act 1986, The Owners - Strata Plan No. 60918 hereby certifies that in respect of the strata scheme based on Strata Plan No. 60918:

- *(a) the initial period, as defined by that Act, expired before:
 - * issue by the *local council/* accredited certifier on of a certificate referred to in * section 9(3)(b) * section 11(2)(b).
 - * issue by the *local council/* accredited certifier on of a certificate referred to in * section 13(2)(a) * section 16(2)(a).
 - * issue by the owners corporation on of a certificate referred to in section 28(4)(a) *section 32(4)(a).
- *(b) at the date of issue of a certificate referred to in section * 9(3)(b); * 13 (2)(a) or * 28(4)(a) * section 11(2)(b); * 16(2)(a) or * 32(4)(a) the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.

The common seal of the Owners - Strata Plan No. 60918 was hereunto affixed on 27 August 2002 in the presence of Karen Collings being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

[Handwritten Signature]
.....
Signature



.....
Signature

K. Collings - Licensed Strata Manager
.....
Print Name and Capacity

.....
Print Name and Capacity

* Strike out whichever is inapplicable.

MEMORANDUM (continued)

8. The Lessor shall pay any rates and taxes which may be levied in respect of the demised premises or of the premises of which the demised premises forms part.
9. The Lessor shall maintain in a serviceable condition any right of way (and/or any Right of Way and Easement) referred to on the plan annexed to the Lease and any drainage system which may affect the demised premises.
10. The Lessor shall take all reasonable precautions to ensure any ventilation and any air ducting provided for the demised premises are not obstructed or impaired.
11. The Lessor shall maintain in a satisfactory condition the building structure which encloses or forms part of the demised premises including any external doors, gates ventilation panels and external finishes and shall take all necessary action to ensure dry wall and floor conditions and structural stability. The Lessee will carry out cleaning and painting within the substation.
12. The Lessor shall not alter existing ground levels on or adjacent to the demised premises or any easement created in connection therewith or permit the erection of any structure on above or below such easement without first obtaining the written consent of the Lessee.

THE STANDARD MARGINS, QUALITY OF PAPER &c. PRESCRIBED BY REGULATION 4 REAL PROPERTY ACT REGULATIONS, 1976 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.



0250R

(for continuation, see signature(s) hereto)

Lodger Details

Lodger Code 503650C
Name JLAWYERS
Address EQUINOX
STR 3, 94-98 RAMSGATE AV
BONDI BEACH 2026
Lodger Box 1W
Email MONIKA@JLAWYERSPTYLTD.COM.AU
Reference SL20260145

Land Registry Document Identification

AV882588

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/SP60918	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP60918
Other legal entity

Meeting Date

03/02/2026

Added by-law No.

Details Special By-laws No. 38 & 39

Amended by-law No.

Details N/A

Repealed by-law No.

Details N/A

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 law and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP60918

Signer Name MONIKA JANDREK

Signer Organisation JLAWYERS PTY. LIMITED

Signer Role PRACTITIONER CERTIFIER

Execution Date 18/02/2026

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS
CONDITIONS & PROVISIONS
THE OWNERS – STRATA PLAN NO 60918



Consolidated Strata By-Laws

The Italian Forum

23 Norton Street Leichhardt NSW 2040

The Owners – Strata Plan No. 60918



Signature: 

Name: Sandro Li-Causi

Authority: Strata Managing Agent

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS
 CONDITIONS & PROVISIONS
 THE OWNERS – STRATA PLAN NO 60918



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ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS
 CONDITIONS & PROVISIONS
 THE OWNERS – STRATA PLAN NO 60918



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Part 1

1.1 Parties Bound

The parties who must comply with these by-laws are:

- (a) the Owners Corporation;
- (b) each Owner; and
- (c) each Occupier.

1.2 Compliance

A person who must comply with these by-laws must not do anything to prevent any other person from complying with these by-laws.

Part 2 – Definitions and Interpretation

2.1 Definitions

In these by-laws unless the context otherwise required:

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

"**Architectural Standard**" means the architectural standard created by the Building Management Committee under clause 14.9 of the Strata Management Statement.

"**Building**" means the building and improvements on the land known as "Italian Forum".

"**Building Management Committee**" means the building management committee constituted under clause 3.1 of the Strata Management Statement.

"**Building Manager**" means the building manager appointed by the Building Management Committee under clause 13.8 and Part 20 of the Strata Management Statement and includes a reference to employees and contractors of the building manager.

"**By-laws**" means the by-laws created under this document as amended, added to or rescinded from time to time.

"**Common Property**" means all areas of the Strata Scheme which are not part of a Lot.

"**Government Agency**" is a governmental or semi-governmental administrative, fiscal or judicial department or entity.

"**Health Club**" means the gym, spa, sauna and health club area situated on Level 1 of the Building which is part of Common Property.

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

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"**Occupier**" means a lessee, licensee, occupier or mortgagee in possession of a Lot.

"**Owner**" means:

- (a) the registered proprietor for the time being of a Lot; or
- (b) if the Lot is subdivided or re-subdivided, the owners for the time being of the new lot. "Owners Corporation" has the meaning given to it in the Act.

"**Strata Management Statement**" means the strata management statement for Italian Forum registered at or about the same time as the Strata Scheme.

"**Strata Manager**" is the strata managing agent appointed by the Building Management Committee under clause 13.4 of the Strata Management Statement and includes a reference to employees and contractors of the strata manager.

"**Strata Scheme**" means The Owners - Strata Plan No. 60918.

- (a) the singular includes the plural and vice versa;
- (b) if a period of time is specified and commences from a given day or the day of an act or event, it must be calculated exclusive of that day;
- (c) a document includes any variation or replacement of it;
- (d) a reference to time is a reference to Sydney time;
- (e) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (f) "include" or "including" when introducing an example or list of things, does not limit the example, or list used or referred to; and
- (g) headings are only used for convenience and do not affect the interpretation.

Part 3 - Laws and instruments

3.1 Strata Management Statement

The Strata Management Statement contains provisions which apply to the Owners Corporation and each Owner and Occupier. In the event of any inconsistency between the Strata Management Statement and these By-Laws, the Strata Management Statement will prevail.

3.2 Obligation to Comply

The Owners Corporation, each Owner and each Occupier:

- (a) must observe the provisions of the Strata Management Statement;
- (b) must not do anything which is prohibited by or contravenes the provisions of the Strata Management Statement; and
- (c) must, where required under the Strata Management Statement, apply for consent from the Building Management Committee before doing any act or thing.

3.3 Architectural Standard

These By-Laws are subject to the Architectural Standard.

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- (a) Nothing in these By-Laws will operate to imply any consent to the Owners Corporation or an Owner or Occupier to carry out building work to Common Property or a Lot which is not in conformity with the Architectural Standard.
- (b) The Architectural Standard determined by the Building Management Committee will be taken to be incorporated as if fully set out in these By-Laws.

3.4 Rules

The Owners Corporation may from time to time make rules (or add to or change those rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property (including the Health Club) in the Strata Scheme. Each Owner and Occupier must comply with those rules.

3.5 Compliance with By-Laws

Each Owner and Occupier must, at their own expense and in a timely fashion, comply with these By-laws and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the building.

3.6 Compliance with Laws

Each Owner and Occupier must, at their own expense and in a timely fashion, comply with all laws relating to their Lot including without limitation any requirement, notices and orders of any Government Agency.

3.7 Covenants and Easements

Each Owner and Occupier must observe the provisions of any covenant, easement or right of way affecting any Lot or the Common Property.

3.8 Non-payment of Levies

Each Owner and Occupier must promptly pay all levies and other amounts required to be paid by the Owners Corporation pursuant to these By-Laws or the provisions of the Act.

3.9 Non-compliance

The following provisions apply if an Owner or Occupier fails to comply with these By- Laws:

- (a) the Owners Corporation may enforce a By-Law by legal means.
- (b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier.
- (c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
 - (i) give the Owners Corporation or persons authorised by it access to the Lot; and
 - (ii) pay the Owners Corporation for its costs of doing the work.
- (d) the Owners Corporation may recover any money owed to it by an Owner under the By-Laws or the Act as a debt.

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- (e) the powers of the Owners Corporation under this By-Law are in addition to those available to it under the Act.

3.10 Alteration of By-Laws

The Owners Corporation may add to, change or cancel these By-Laws according to the Act but only if it observes the provisions of clause 13.12 of the Strata Management Statement.

3.11 Applications

Any application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager.

Part 4 - Behaviour by Owners and Occupiers

4.1 Behaviour

An Owner or Occupier must not:

- (a) make noise or behave in a way that might interfere with other Owners, Occupiers or their invitees or any other person lawfully using Common Property;
- (b) obstruct lawful use of Common Property by any person;
- (c) use language or behave in a way that might offend or embarrass another Owner, Occupier or their invitees;
- (d) when admitting visitors or invitees to the Building; not permit them to remain on Common Property unsupervised except to the extent reasonably necessary for access of visitors or invitees;
- (e) do anything in their Lot or in Common Property which is illegal;
- (f) do anything which might damage the good reputation of the Building;
- (g) permit any parts of Lots which are parking areas to be used for any purpose other than for the purpose of housing motor vehicles or motor bikes;
- (h) enter and remain on Common Property without being adequately clothed; or
- (i) deposit or throw any garbage on Common Property except in a receptacle or area specifically provided for that purpose.

Appropriate clothing worn within the Health Club will not offend sub-clause (h) of this By-Law.

4.2 Children

An Owner or Occupier must not allow children in their care to:

- (a) play on Common Property; or

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(b) be in an area of Common Property that is dangerous unless supervised by an adult.

4.3 Laundry

An Owner or Occupier must not hang laundry, bedding or other articles on the balcony or terrace of a lot or in any area which is visible from outside the Lot.

4.4 Animals – REPEALED (7 June 2022)

4.5 Increasing Insurance Premiums

An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation for the Strata Scheme of the Building Management Committee for the Building.

4.6 Health Club

The following provisions apply in relation to the Health Club:

- (a) only Owners or Occupiers and their invitees may use the Health Club;
- (b) the Health Club may only be used during hours nominated from time to time by the Owners Corporation;
- (c) the Owners, Occupiers or their invitees who use the Health Club must exercise caution at all times and must not behave in a manner that is likely to interfere with the use of that facility by other persons; and
- (d) children under the age of 16 years may not have access to the Health Club unless accompanied by an adult supervisor exercising effective control over them.

4.7 No Interference with Managers

An Owner or Occupier must not:

- (a) interfere with or stop the Strata Manager or Building Manager performing their duties; or
- (b) interfere with or stop the Building Manager using Common Property that the Owners Corporation permits the Building Manager to use.

Part 5 - An Owner's Lot

5.1 Cleaning and Maintenance

Each Owner and Occupier must, at their own cost:

- (a) keep their Lot clean and in good repair;
- (b) provided that it can be accessed safely, clean glass in the windows and doors of their Lot;

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(c) comply with all laws relating to their Lot including any requirement, notices and orders of any Government Agency; and

(d) properly maintain their Lot and any dedicated installation which services their Lot.

5.2 Installations

An Owner or Occupier must not:

(a) operate electronic equipment or devices which interfere with domestic appliances in other Lots or Common Property;

(b) install or operate security devices which have an audible alarm;

(c) install bars, screen, grills, security locks or other safety devices on the exterior of windows or doors in a Lot; or

(d) attach or hang aerials, security devices or electronic wires on the exterior of their Lot or on Common Property.

5.3 Visible Items

An Owner or Occupier must not without the prior written consent of the Owners Corporation:

(a) display any sign or advertisement which is visible from outside their Lot or is attached to Common Property;

(b) keep anything in a Lot which is visible from outside that Lot which is not in keeping with the general appearance of the Building or which does not comply with the Architectural Standard;

(c) install any blinds or window coverings facing the piazza in the Italian Forum Complex other than "Slimline Venetian - 25mm Slates - Magnolia - Colour Number 293";

(d) place or maintain outdoor furniture, planter boxes, pot plants, recreational equipment or barbecues on the terrace or balcony of a Lot unless those items:

(i) comply with the Architectural Standard; and

(ii) will not cause damage to the Lot or Common Property.

In giving its consent, the Owners Corporation will be entitled to require an Owner or Occupier to remove any thing, item or sign from time to time to allow regular maintenance and repair of Common Property.

5.4 Floor Coverings

An Owner and Occupier must cover or treat floors in their Lot in an appropriate manner so as to prevent the transmission of noise which might disturb other Owners and Occupiers. This By-Law does not apply to parts of a Lot which were originally treated with wooden or tiled flooring.

5.5 Garbage Disposal

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An Owner and Occupier must:

- (a) recycle garbage according to any instructions from the Owners Corporation or a Government Agency;
- (b) drain and securely wrap garbage in small parcels and deposit them in designated areas provided for that purpose;
- (c) observe rules made by the Owners Corporation relating to garbage removal; and
- (d) contact the Building Manager regarding the removal of large articles or dangerous or poisonous items.

Part 6 – Repealed

Part 7 - Common Property

7.1 Common Property

An Owner or Occupier must:

- (a) only use Common Property and equipment situated there for its intended purpose;
- (b) notify the Owners Corporation if there is any damage to or a defect in Common Property or equipment situated there; and
- (c) compensate the Owners Corporation or any damage to Common Property caused by an Owner, Occupier or any of their invitees.

7.2 Damage

An Owner or Occupier must not:

- (a) do or permit anything to be done which might cause structural damage to the Building or Common Property including bringing into the Building any heavy article;
- (b) deface or damage Common Property;
- (c) interfere with any personal property or equipment of the Owners Corporation situated in Common Property; and
- (d) interfere with the proper operation of any equipment installed in Common Property including lifts and security devices.

7.3 Moving furniture and goods

Before an Owner or Occupier moves any furniture or goods through the Building and Common Property it must:

- (a) make arrangements with the Building Manager at least 48 hours in advance;
- (b) move furniture and goods according to the instructions of the Building Manager;

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- (c) comply with any other reasonable requirements of the Building Manager; and
- (d) use lifts and entrances directed to be used by the Building Manager.

7.4 Parking or Storage on Common Property

An Owner and Occupier must have the prior consent of the Owners Corporation before:

- (a) parking or leaving any motor vehicle or motorbike on Common Property; or
- (b) storing any goods or belongings on Common Property.

7.5 Restricting Access

The Owners Corporation may for security reasons or for the effective control and management of the Building:

- (a) close off or restrict access to parts of Common Property which are not required for access to any Lots;
- (b) restrict by security device access to levels in the Building where an Owner or Occupier does not own or occupy a Lot;
- (c) allow the Building Manager to use parts of Common Property to operate or monitor the security of the Building; and
- (d) prevent an Owner or Occupier from gaining access to those parts of Common Property used for security purposes by the Building Manager.

Part 8 - Security and Fire Control

8.1 Flammable Materials

An Owner or Occupier must not use or store:

- (a) any flammable chemical, liquid, gas or other materials on their Lot other than those chemicals, liquids, gases or materials used or intended to be used in connection with the lawful occupation of their Lot; or
- (b) any flammable chemical, liquid, gas or other material on Common Property.

8.2 Security

The Owners Corporation must take reasonable steps in conjunction with the Building Management Committee to stop intruders coming into the Building and to prevent fires and other hazards. In order to do so, the Owners Corporation may:

- (a) install and operate security cameras and other surveillance equipment;
- (b) install and operate fire and safety devices and equipment; and
- (c) make arrangements with third parties about the installation and operation of security and fire prevention equipment.

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8.3 No Interference by Owners and Occupiers

An Owner or Occupier must:

- (a) not interfere with security or surveillance equipment in the Building; or
- (b) do anything that might prejudice the security or safety of the Building.

8.4 Security Keys

The Owners Corporation will make available to Owners and Occupiers not less than 2 sets of security keys or security devices necessary to enable Owners and Occupiers to access their Lot and, for that purpose, to pass over Common Property necessary to access their Lot. The Owners Corporation may charge a fee for the provision of any additional security keys or devices. Each Owner and Occupier must:

- (a) exercise a high degree of caution and responsibility in making security keys or devices available for use by other persons;
- (b) not duplicate or permit any security keys or device to be duplicated;
- (c) take all reasonable steps to ensure that security keys or devices are not lost; and
- (d) immediately notify the Owners Corporation if a security key or device is lost or destroyed.

8.5 Fire Control

The Owners Corporation and each Owner and Occupier must comply with all laws about fire safety and control and must:

- (a) not interfere with fire safety equipment;
- (b) not obstruct fire stairs or fire escapes; or
- (c) take reasonable care to make sure that fire and security doors are locked or closed when not being used.

Part 9 - Managers

9.1 Strata Manager

The Owners Corporation must appoint and retain the Strata Manager under Section 28 of the Act.

9.2 Agreement

The Owners Corporation has the power to appoint and enter into an agreement ("Agreement") with the Building Management to provide management and operational services for the Strata Scheme as:

- (a) an Owners Corporation in its own right; and
- (b) a member of the Building Management Committee.

9.3 Terms of Agreement

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B. RIGHTS

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

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

C. CONDITIONS

Maintenance

- (i) The Owners must properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair.
- (ii) The owners must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Performance of Works

- (iii) In performing the Works, the Owners must:
 - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation;
 - (b) protect all areas of the strata scheme outside their lots from damage by the Works or by the transportation of construction materials, equipment and debris, in the manner reasonably acceptable to the owners corporation;
 - (c) keep all areas of the building outside their lots clean and tidy throughout the performance of the Works;
 - (d) not create noise that cause discomfort, disturbance or interference with activities of any other occupier of the building;
 - (e) remove all debris resulting from the Works immediately from the building; and
 - (f) comply with the requirements of the owners corporation to comply with any by- laws and any relevant statutory authority concerning the performance of the Works.

Liability

- (iv) The Owners will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

- (v) The Owners must indemnify the owners corporation against any loss or damage the owner corporation suffers as a result of the performance, repair, maintenance or replacement of the works on the common property including liability under section 65(6) in respect of any property of the Owners.

Cost of Works

- (vi) The Works must be undertaken at the cost of the Owners.

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Licensed Contractors

(vii) The works shall be done:

- (a) in a proper and workmanlike manner and by duly licensed contractors; and
- (b) in accordance with the drawings and specifications (if any) approved by the local council and owners corporation.

Statutory Directions

(viii) In performing the Works the Owners must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owners servants, agents and contractors.

Owners Fixtures

(ix) In Works shall remain the Owners' fixtures.

Right to Remedy Fault

(x) If the Owners fail to comply with any obligation under this by-law, THEN the owners corporation may:

- (a) carry out all work necessary to perform that obligation
- (b) enter upon any part of the parcel to carry out that work; and
- (c) recover the costs of carrying out that work from the defaulting Owner.

Special By-law No. 2 – Enclosure of Garage - Lot 15

A. DEFINITIONS

(i) In this by-law, the following terms are defined to mean:

"Garage Works" means the alterations and additions undertaken by the Owner to enclose the carspaces to Lot 15 including the installation of an automatic tilt door for the purposes of creating a garage for improved security and storage.

"Owner" means each of the owners for the time being of Lot 15.

(ii) Where any such terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

B. RIGHTS

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

- (a) a special privilege in respect of the common property to perform the Garage Works and to erect and keep the Garage Works to and on common property; and

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- (b) the exclusive use of those parts of the common property occupied by the Garage Works.

C. CONDITIONS

Maintenance

- (i) The Owner must properly maintain and keep the common property to which the Garage Works are erected or attached in a state of good and serviceable repair.
- (ii) The Owner must properly maintain and keep the Garage Works in a state of good and serviceable repair and must replace the Garage Works as required from time to time.

Performance of Works

- (iii) In performing the Garage Works, the Owner must:
- (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation;
- (b) protect all areas of the strata scheme outside Lot 15 from damage by the Garage Works or by the transportation of construction materials, equipment and debris, in the manner reasonably acceptable to the owners corporation;
- (c) keep all areas of the building outside lot 15 clean and tidy throughout the performance of the Garage Works;
- (d) not create noise that cause discomfort, disturbance or interference with activities of any other occupier of the building;
- (e) remove all debris resulting from the Garage Works immediately from the building; and
- (f) comply with the requirements of the owners corporation to comply with any by- laws and any relevant statutory authority concerning the performance of the Garage Works.

Liability

- (iv) The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Garage Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

- (v) The Owner must indemnify the owners corporation against any loss or damage the owners suffers as a result of the performance, repair, maintenance or replacement of the Garage Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Cost of Works

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(vi) The Garage Works shall be undertaken at the cost of the Owner.

Licensed Contractors

(vii) The Garage Works shall be done:

- (a) in a proper and workmanlike manner and by duly licensed contractors; and
- (b) in accordance with the drawings and specifications (if any) approved by the local council and owners corporation.

Statutory Directions

(viii) In performing the Garage Works the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owners servants, agents and contractors.

Owners Fixtures

(ix) In Garage Works shall remain the Owner's fixtures.

Right to Remedy Fault

- (x) If the Owner fails to comply with any obligation under this by-law, THEN the owners corporation may:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner.

Special By-law No. 3 – Power to Install Awnings

A. DEFINITIONS

(i) The following terms are defined to mean:

"Works" means the alterations and additions undertaken by the Owners to install awnings on their balconies and to part of the adjoining common property (including all ancillary structures) for the purpose of providing shade and privacy to lots.

"Owners" means each of the owners of lots in strata scheme 60918 that do not face into the Piazza.

"Owners Corporation" means The Owners -Strata Plan No. 60918.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

B. RIGHTS

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Subject to the conditions in paragraph 3 of this by-law, the Owners will have a special privilege to install and maintain the Works on the balconies of lots and to part of the common property adjoining their lots.

C. CONDITIONS

Maintenance

- (i) The Owners must properly maintain and keep the common property to which the Works are attached in a state of good and serviceable repair.
- (ii) (The Owners must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Performance of Works

(iii) When carrying out the Works, the Owners must:

- (a) obtain the prior written consent of the Building Management Committee before carrying out the Works;
- (b) only install an awning that is identical to the awning installed at lot 36, that being the Issey Premier Terrace Awning:
 - colour of fabric Vickson Constant No. 0525;
 - colour of powder coated cassette (to store awning when not being used) dulux sand;
 - dimensions of awning - wide 3780mm & projection - length 2500mm; or as approved by the Building Management Committee from time to time;
- (c) the awning fabric and storage box are to match the colour of the render work;
- (d) only install an awning or pergola within the perimeters of their lot;
- (e) protect all areas of the building outside their lot from damage when carrying out the Works;
- (f) keep all areas of the building outside their lots clean and tidy when carrying out the Works;
- (g) remove all debris resulting from the Works immediately from the building; and
- (h) comply with the requirements of the Owners Corporation to comply with any other by-laws concerning the installation of the Works.

(iv) Liability

The Owners will be liable for any damage caused to any part of the common property as a result of the Works and will make good that damage immediately after it has occurred.

(v) Indemnity

The Owners must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of carrying out the Works on the common property including liability under section 65(6) in respect of any property of the Owners.

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Cost of Works

(vi) The construction, installation, maintenance and repair of the Works will be at the cost of the Owners.

Right to Remedy Default

(vii) If the Owners fail to comply with any obligation under this by-law, THEN the owners corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the parcel to carry out that work; and
- (c) recover the costs of carrying out that work from the defaulting owner.

The By-Law Sub-Committee will also consider a further by-law to allow those units who face into the "Piazza" which have a rear courtyard to also install awnings to those courtyards.

Special By-law No. 4 – Power to Install Bi Fold Shutters

1. DEFINITIONS

(i) The following terms are defined to mean:

"**Owners**" means the lot owners of units 28 to 38, inclusive within the 'Roma Complex' for the time being in strata scheme 60918.

"**Works**" means the alterations and additions undertaken by the Owners to install Bi Fold "**Timbercraft**" shutters (60mm blades) to the double door openings that lead out onto their courtyards (including all ancillary structures) for the purpose of providing shade and privacy to lots.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

2. RIGHTS

Subject to the conditions in paragraph 3 of this by-law, the Owners will have a special privilege to install and maintain the Works on the door of lots and to part of the common property adjoining their lots.

3. CONDITIONS

Maintenance

- (i) The Owners must properly maintain and keep the common property to which the Works are attached in a state of good and serviceable repair.
- (ii) The Owners must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Performance of Works

(iii) When carrying out the Works, the Owners must:

- (a) obtain the prior written consent of the Building Management Committee before carrying out the works;

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- (b) only install shutters that are of a style, design, colour and specification as approved by the Building Management Committee from time to time;
- (c) protect all areas of the building outside their lot from damage when carrying out the Works;
- (d) keep all areas of the building outside their lots clean and tidy when carrying out the Works;
- (e) remove all debris resulting from the Works immediately from the building; and
- (f) comply with the requirements of the owners corporation to comply with any other by-laws concerning the installation of the Works.

Liability

- (iv) The Owners will be liable for any damage caused to any part of the common property as a result of the Works and will make good that damage immediately after it has occurred.

Indemnity

- (v) The Owners must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of carrying out the Works on the common property including liability under section 65(6) in respect of any property of the Owners.

Cost of Works

- (vi) The construction, installation, maintenance and repair of the Works will be at the cost of the Owners.

Right to Remedy Default

- (vii) If the Owners fail to comply with any obligation under this by-law, THEN the owners corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the defaulting owner.

Special By-law No. 5 – Power to Install Foxtel Conduits

1. DEFINITIONS

- (i) The following terms are defined to mean:

"**Conduits**" means a cabling system and all ancillary mechanisms to permit and facilitate transmission of Foxtel's pay-to-air television service, attached to the common property in accordance with the plans and drawings attached to the minutes of the meeting at which this by-law was made.

"**Conduits**" does not mean cables or ancillary mechanisms installed within the boundaries of any if, for the connection of the pay-to-air television service to individual lots.

- (ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

2. POWERS & DUTIES

- (i) The Owners Corporation shall have the following additional powers, authorities, duties and functions:
 - (a) the power to install the conduits;

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- (b) the power to enter into a contract with Foxtel to install the conduits;
- (c) the power to enter lots to repair or replace the conduits or any part of the conduits on the same terms as prescribed in section 65 of the Strata Schemes Management Act 1996;
- (d) the power to enter into arrangements with third parties from time to time for the operation, repair and replacement of the conduits.

Special By-law No. 6 – Repealed

Special By-law No. 7 – Air Conditioning Unit Installation

1. For the purposes of this by-law:

1.1 "Owners" means the owners or occupiers of lots in Strata Plan 60918;

1.2 "Owners Corporation" means the Owners Corporation of Strata Plan 60918;

1.3 "Strata Committee" means the Strata Committee of Strata Plan 60918;

1.4 "Building Management Committee" means the Building Management Committee constituted under clauses 3.1 and 3.2 of the Strata Management Statement;

1.5 "Common Property" means the common property of Strata Plan 60918;

1.6 "Strata Manager" means Dynamic Property Services or any other strata manager appointed by the Owners Corporation.

2. Where any terms used in this bylaw are defined in the Strata Schemes Management Act 2015 ("the Act"), they will have the same meaning as those words that are attributed under the Act.

3. Where in this by law the Owners Corporation is empowered to take any action, it may do so at its reasonable discretion.

4A. An Owner must not install an air conditioning unit and any ancillary structures and components ("air conditioning unit") on their lot or on the Common Property adjacent to their lot without the prior written approval of the Strata Committee.

4B. An Owner may apply for approval to install an air conditioning unit on their lot or on the Common Property adjacent to their lot.

5. All applications for the installation of an air conditioning unit are to be made by the Owner to the Strata Committee via the Strata Manager.

6. The Owner must provide to the Strata Committee in the Owner's application:

6.1A Plans, drawings and specifications for the air conditioning unit;

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- 6.1 The proposed make and model of the air conditioning unit and, where applicable, a brochure or pamphlet from the supplier;
- 6.2 The proposed location of the air conditioning unit;
- 6.3 Evidence that the air conditioning unit (with any appropriate covering) is in compliance with the Architectural Standards (Residential) dated 24 August 2000 and will preserve the architectural integrity of the building;
- 6.4 Evidence that the energy or power used by the air conditioning unit will not overload the energy or power to the building generally and other lots within the building;
- 6.5 Evidence that the noise emanating from the air conditioning unit will not infringe on the quiet enjoyment of other Owners;
- 6.6 Details of which supplier and/or installer it is proposed the Owner will use. This supplier must certify that clauses 6.4 and 6.5 above will be met and the Owner must give that certification to the owners corporation as part of the Owner's application;
- 6.7 The duration and times of the work involved in installing an air conditioning unit;
- 6.8 Details of the persons carrying out that work, including qualifications to carry out the work;
- 6.9 Arrangements to manage any resulting rubbish or debris;
- 6.10 Any other document reasonably required by the Strata Committee.
- 6A. The Strata Committee must not unreasonably withhold approval of an application by an Owner for approval to install air conditioning unit on their lot or on the adjacent common property.
- 6B. Without limiting clause 6A, it will be reasonable for the Strata Committee to withhold approval if the air conditioning unit that is the subject of an application:
 - (a) will not be installed within the external open or recessed terrace space of the lot; or
 - (b) will be visible externally (from any public vantage point); or
 - (c) will involve (during its installation) the making of penetrations to the building's façade on or adjacent to Piazza facing balconies which penetrations are not directly facing on to a balcony or terrace.
- 6C. The Strata Committee may grant approval of an application with or without conditions. An Owner must comply with any such conditions and the conditions of this by-law.
- 7A. Before installing an air conditioning unit, an Owner must ensure that the contractor who will install the air conditioning unit has effected the following insurances:
 - (a) contractors all works insurance;
 - (b) insurance required under the Home Building Act 1989 (if required);
 - (c) workers compensation insurance; and
 - (d) public liability insurance in the amount of \$10,000,000.

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- 7.** Owners who install air conditioning units to their lots under this by-law must ensure that the air conditioning units comply with the following:
- 7.1** External air conditioning units must not be visible from any public vantage point external to the lot;
 - 7.2** External air conditioning units must be mounted on suitable anti vibration mounts on the balcony or terrace floor as far as possible from the external balustrade and in accordance with the manufacturer's instructions;
 - 7.3** A condensate drain from the external unit is to be installed so as to convey water to the stormwater grate or downpipe on the terrace in a way that will not provide obstruction, compromise the safety of the users of the terrace or compromise the structural integrity of the building;
 - 7.4** Condensate from the internal unit must drain in sealed pipework to the external unit as per the manufacturer's requirements;
 - 7.5** Any alternative to 7.4 above requires the consent of the Strata Committee, which consent will not be unreasonably withheld;
 - 7.6** Air conditioning units are to be operated within the times required by the Council and the Environment Protection Authority;
 - 7.7** Air conditioning units must comply with the requirements, notices or orders of any relevant statutory authority, government agency or regulatory body and the Owner must seek and obtain all necessary approvals for their air conditioning unit;
 - 7.8** All wall penetrations are to be made weatherproof and watertight. Floor penetrations are not permitted;
 - 7.9** An Owner is entitled to use only the existing water drainage systems, unless the Owner has the express prior written consent of the Owners Corporation;
 - 7.10** For the purpose of installing an air-conditioning unit, an Owner must ensure that no penetrations are made to the building's façade on or adjacent to any Piazza facing balconies unless those penetrations are directly facing on to a balcony or terrace.
- 8.** If the Owners Corporation engages an expert to consider the Owner's application for installation of the air conditioning unit, any fee relating to that expert report will be paid by the applicant Owner.
- 9.** If the expert engaged by the Owners Corporation forms the view that the proposed air conditioning unit to be installed by the Owner is inappropriate, the Owners Corporation reserves the right to recommend the brand and type of air conditioner recommended by the expert.
- 10.** Any work in relation to the air conditioning unit is to be performed at a time which will cause the least inconvenience to other Owners and occupiers of lots.
- 11.** The responsibility for the repair of any damage sustained by the Common Property or any lot at the time of or as a result of the installation of an air conditioning unit is that of the Owner, who is also to bear the costs of such repair and carry out that repair immediately after the damage occurs.
- 12A.** The Owner must properly maintain and keep in a state of good and serviceable repair the air conditioning unit and, where necessary, renew or replace the air conditioning unit.
- 12B.** The Owner must properly maintain and keep in a state of good and serviceable repair the common property on which the air conditioning unit is erected or attached and, where necessary, renew or replace that common property.

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- 12C.** To the extent that s 106(3) is applicable, the owners corporation determines that it is inappropriate to maintain, renew, replace or repair any air conditioning unit installed pursuant to this by-law or any common property on which any such air conditioning unit is erected or attached.
- 12.** Any cost of construction, installation, repair, maintenance, and replacement of the air conditioning unit, as well as restoration of the common property or lot if the air conditioning unit is removed and not replaced, whether within the lot or forming part of Common Property, will be paid for by the Owner.
- 13.** In the event an overloading of the power occurs due to use of the air conditioning unit, the Owner(s) of the lot(s) responsible for the overloading shall be required to pay the cost of rectifying and remedying any damage caused and paying any and all costs involved that would be otherwise payable by the Owners Corporation.
- 14.** Any Owner installing an air conditioning unit will keep it insured as if it were contents of the lot and will not make any claim upon the Owners Corporation's insurance, in the event that there is an insurable claim.
- 15.** The Owners Corporation reserves the right to direct the Owner to repair or replace the air conditioning unit in the event the Owners Corporation is of the opinion the air conditioning unit is in need of repair or replacement or is a danger to Owners or their invitees.
- 16.** If the Owner fails to comply with clause 15 above within 3 months of a written request by the Strata Committee to the Owner, then the Owners Corporation may, through the Strata Committee or Strata Manager:
- (a)** carry out all work necessary to perform that obligation;
 - (b)** enter upon any part of the parcel to carry out that work; and
 - (c)** recover from the Owner any costs relating to carrying out that work.
- 17.** The Owner will sign all documents and do all things necessary to facilitate the carrying out of clause 16 above, including facilitating access to the lot.
- 18.** Owners who have installed air conditioning units prior to the registration of this by law will, if requested by the Owners Corporation, satisfy the Owners Corporation that their installation complies with the terms of this by-law.
- 19.** Owners who satisfy the Owners Corporation that their installation complies with the terms of this bylaw remain subject to clauses 10-17 of this by-law.
- 20.** If the Owners Corporation is not satisfied that an installation made prior to the registration of this by-law complies with the terms of this by-law, the Owners Corporation may give notice to the Owner to comply with the by-law and the Owner will take all reasonable steps to do so as soon as is practicable.
- 21.** If the Owner fails to comply with clause 20 above, then the Owners Corporation may, through the Strata Committee or Strata Manager:
- (a)** carry out all work necessary to perform that obligation;
 - (b)** enter upon any part of the parcel to carry out that work; and
 - (c)** recover from the Owner any costs relating to carrying out that work.

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22. The Owner will sign all documents and do all things necessary to facilitate the carrying out of clause 21 above, including facilitating access to the lot.
23. The Owner shall indemnify and keep indemnified the Owners Corporation against the following, arising directly or indirectly from the use, installation, maintenance or replacement of an air conditioning unit, from the use of the relevant areas of the common property by the air conditioning unit or from the failure to comply with this by law:
 - 23.1 All actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - 23.2 Any sum payable by way of increased premiums;
 - 23.3 Any costs or damages incurred by or for which the Owners Corporation is or becomes liable;
 - 23.4 Any liability under section 122(6) of the Act.
24. The terms of this by-law are conditional upon compliance by the Owner with clauses 13.12 and 13.13 of the Strata Management Statement registered 27 August 1999 which set out additional mandatory terms of approval required by the Building Management Committee.
25. The Strata Committee may make rules for concealment of air conditioning condenser units based on the location and outlook of the lots. Those rules are taken to form part of the conditions of any approval given by the Strata Committee in respect of an application made by an Owner under this by-law. Owners must comply with those rules.
26. To avoid doubt:
 - (a) the installation of an air conditioning unit is a minor renovation for the purposes of section 110 of the Act;
 - (b) the owners corporation delegates to the Strata Committee the function of approving minor renovations involving the installation of air conditioning units under section 110 of the Act.
27. The operation of the provisions of Special By-Law No. 6 - Power to Install Air Conditioning that are incorporated into this by-law following its amendment are saved to the extent of that incorporation.

Special By-law No. 8 – Renovations to Lots 42 & 50

1. For the purpose of this by-law:
 - 1.1 "Owners Corporation" means the Owners Corporation of Strata Plan No. 60918;
 - 1.2 "the Owner" means the owner of Lots 42 & 50;
 - 1.3 "Premises" means Lots 42 & 50;
 - 1.4 "Works" means
 - 1.4.1 the granting of special privilege to the Owner in relation to the common property of the Premises in Strata Plan. 60918;
 - 1.4.2 renovating Lot 50 in order to create a two-bedroom unit, including:-

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- 1.4.2.1 removing the existing staircase;
 - 1.4.2.2 erecting a fire-rated floor where the existing staircase is;
 - 1.4.2.3 installing plumbing for the proposed bathroom under the fire- rated floor and into the nearby stack;
 - 1.4.2.4 enclosing part of bedroom 2, running plumbing below and installing a hot water system (using the existing plumbing service);
 - 1.4.2.5 inserting a new front door;
 - 1.4.2.6 erecting a wall on the right hand side of the proposed entrance for the kitchen;
 - 1.4.2.7 installing a bathroom where the new floor is to be added over the existing staircase;
 - 1.4.2.8 removing part of the wall that makes up the walk-in-robe in the existing main bedroom;
 - 1.4.2.9 installing a kitchen using the existing plumbing services;
 - 1.4.2.10 connecting gas using the existing gas services;
 - 1.4.2.11 running a separate mains cable from the distribution board on level 1 to unit 50;
 - 1.4.2.12 installing a distribution board in unit 50 and connecting all unit 50 circuits;
 - 1.4.3 renovating Lot 42 in order to create a one-bedroom unit and study, including:-
 - 1.4.3.1 removing the existing staircase;
 - 1.4.3.2 erect a fire-rated floor where the existing staircase is;
 - 1.4.3.3 inserting a small window for the study;
 - 1.4.3.4 erecting a wall to close off the proposed main bedroom;
 - 1.4.3.5 installing a bath in the existing bathroom, using the existing plumbing services;
 - 1.4.4 the renovations referred to in 1.4.2 and 1.4.3 above will be in accordance with the floor plan annexed and marked "A".
2. Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words that are attributed under that Act.
3. The Owners Corporation grants the Owner consent to carry out the Works subject to the following conditions:
- 3.1 Before commencing the Works, the Owner must obtain the following:
 - 3.1.1 All final Council and other necessary statutory authority approvals including Council approved development applications (if required), compliance certificate, plans, and specifications upon which the Works are based;
 - 3.1.2 All final structural diagrams (if any) upon which the Works are based;
 - 3.1.3 A certificate addressed to the Owner from a duly qualified engineer that the Works proposed in the final plans will not detrimentally affect the structural integrity of the building. Alternatively, the engineer shall specify to the Owner the additional works to be undertaken to preserve the structural integrity of the building in respect of the proposed Works. The Owner shall undertake any additional works so specified by the engineer. The Owner Corporation shall be notified in writing of any variation in the Works from the plans and specifications approved by the local council;
 - 3.1.4 A contract between the Owner and each licensed contractor engaged or to be engaged in relation to the Works complying in applicable respects with the Home Building Act 1989 and any other succeeding act;
 - 3.1.5 Documentary proof that the licensed contractors engaged to do the Works have effected the following insurance policies in the name of the Owners Corporation so that the Owners Corporation is entitled to enforce rights under the insurance policies in their favour:
 - 3.1.5.1 Personal accident insurance;

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3.1.5.2 Insurance required under the Home Building Act 1989;

3.1.5.3 Workers compensation insurance for employees of the contractor; and

3.1.5.4 Public liability insurance in the amount of \$10,000,000.00.

3.1.6 License numbers of contractors;

3.1.7 Any other document reasonably required by the Owners Corporation.

4. The Works are to be carried out in the following manner:

4.1 In a proper and workmanlike manner and by duly licensed contractors;

4.2 With skill and due care using proper materials which are in keeping with the standard of the building;

4.3 In accordance with the final plans and specifications approved by the Council and the Owners Corporation;

4.4 Complying with all directions, orders and requirements of Council and any other relevant statutory authorities or bodies;

4.5 Complying with all requirements of the Owners Corporation;

4.6 In accordance with the Building Code of Australia and all applicable Australian Standards;

4.7 In a way which minimises the disturbance of other owners by vibration, noise, dust and dirt;

4.8 Ensuring that care is taken not to activate the building's fire alarm system as a result of smoke, dusts, steam, vapour or other causes;

4.9 In a way so as not to unreasonably interfere with the enjoyment of other common property areas or access to lots in the strata scheme by other persons;

4.10 Promptly and completely removing all rubbish from the property resulting from the Works and completely removing all debris;

4.11 Ensuring that the security of the property is maintained throughout the performance of the Works;

4.12 Keeping all areas of the building clean and tidy; and

4.13 Promptly repairing any damage to any part of the property that is caused or contributed to by the Works.

5. The cost of the Works, including the cost of the repair of any common property damaged during the carrying out of the Works, will be borne by the Owner.

6. The Owner is responsible for the repair and maintenance of any item installed by the Owner as part of the Works, as well as restoration if the item is removed and not replaced, whether within the Premises or forming part of common property. The Owner will bear the cost of such repair, maintenance or restoration.

7. The Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the carrying out of the Works.

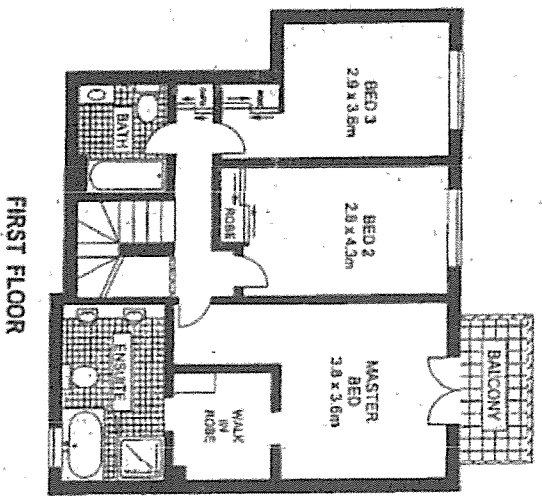
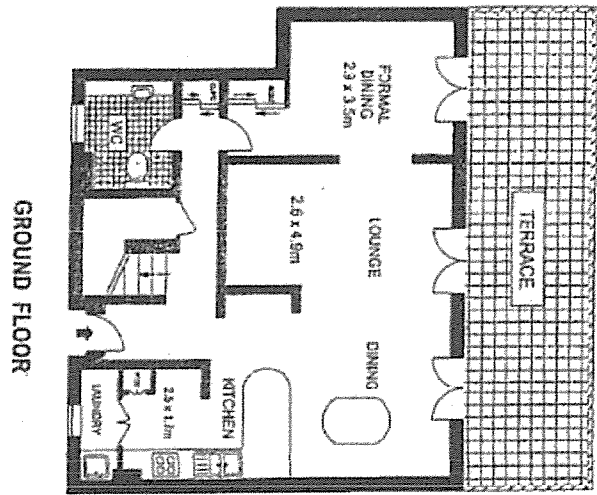
8. Neither the carrying out of the Works, nor the use of the items installed during the Works, is to damage, interfere with or interrupt any service lines, pipes or conduits whether common property or otherwise or voids any warranties that the Owners Corporation is entitled to.

9. The Owner will comply with any by-law of the Owners Corporation that is current at the time of registration of this by-law and that is relevant to the carrying out of the Works.

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ANNEXURE A



42/23 NORTON STREET

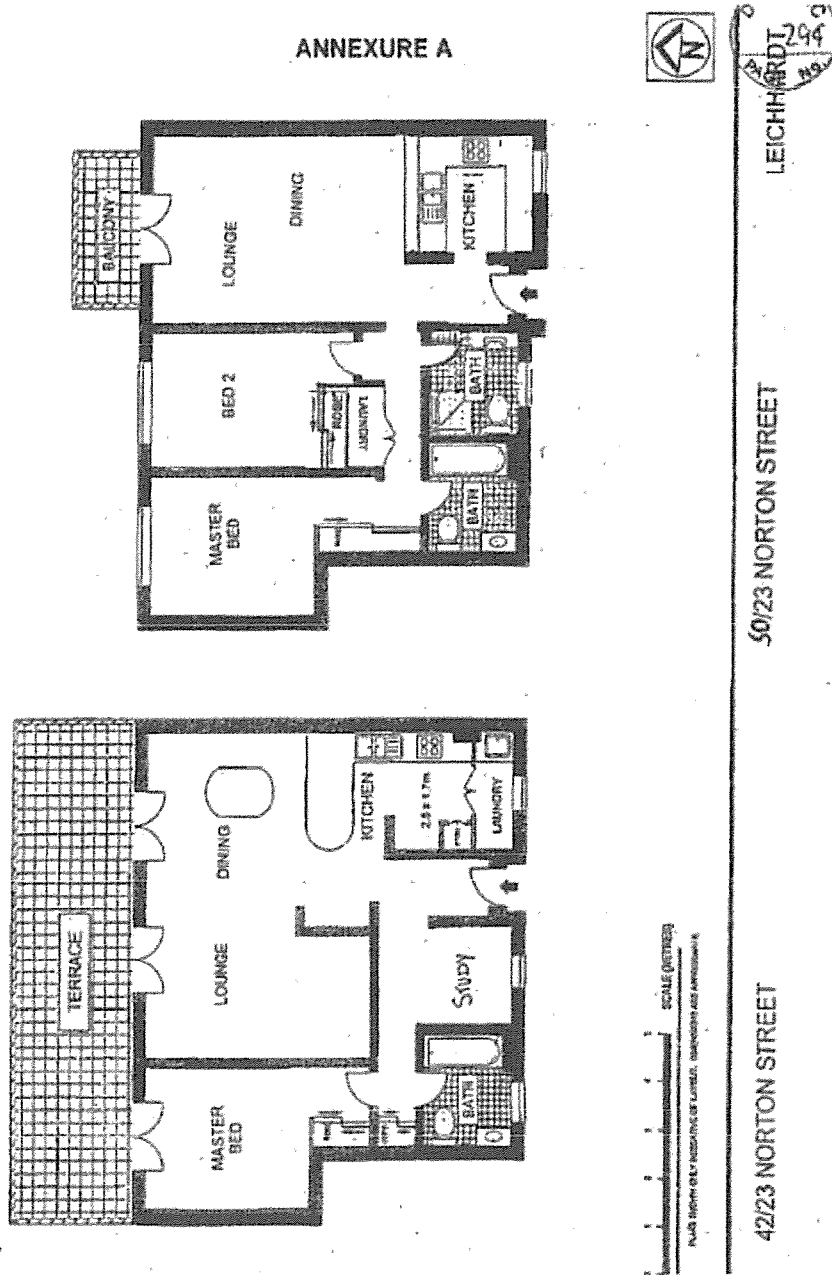
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ANNEXURE A



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Special By-law No. 9 – BMC Representative

That Strata Plan 60918 representative on the Building Management Committee shall be a member of the Executive Committee appointed by the Executive Committee. Furthermore, that this representative shall be at all times responsible to and directed by the Executive Committee.

Special By-law No. 10 – Service of Documents on Owner of Lot by Owners Corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

Special By-law No. 11 – Works Lot 32

Part 1.1

Grant of Right

The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this by-law.

Part 1.2

This by-law to prevail

- 1.2** (a) Notwithstanding anything contained in this by-law applicable to the scheme, the Owner may (at the Owner's cast and to remain the Owner's fixture) carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.
- (b) If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of this inconsistency.

Part 2

Definitions and interpretation

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

- (a) **Act** means the Strata Schemes Management Act 1996.
- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) **Building** means the building situated at 19-23a Norton St, Leichhardt, NSW.
- (d) **Council** means Leichhardt Council.
- (e) **Insurance** means:
- (i) Contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000; and
 - (ii) Workers' compensation insurance; and
 - (iii) Insurance required under the Home Building Act 1989 (if any).
- (f) **Lot** means lot 32 in strata plan 60918.
- (g) **Owner** means the owner of the Lot.
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 60918.
- (i) **Works** means the Owner's works to the Lot and the common property for and in connection with:

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- (i) Installing new floor tiles over the existing tiles in the bathroom/ensuite/laundry/toilet of the Lot;
- (ii) Removing and replacing one broken wall tile in the ensuite of the Lot;
- (iii) Waterproofing (as required) all areas in the bathroom/ensuite/kitchen of the Lot as a result of installation of the tiles;
- (iv) Removing existing floor/wall tiles in the kitchen/entrance area of the Lot;
- (v) Replacing the existing wall tiles with new tiles in the kitchen;
- (vi) Replacing existing carpet in living/dining room and existing tiles in kitchen with bamboo flooring;

together with:

- (A) ancillary works to facilitate the works referred to above; and
- (B) restoration of lot and common property (including the Lot) damaged by the works referred to above;

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

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

Part 3 Conditions Before Commencement

3.1 Before commencement of the Works the Owner must:

- (a) obtain all necessary approvals for any Authority and provide a copy to the Owners Corporation;
- (b) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- (c) effect and maintain Insurance and provide a copy to the Owners Corporation.

During Construction

3.2 Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- (e) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (f) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (g) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and

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- (h) not vary or increase the scope of the Works approved under this by-law without first obtaining the consent in writing from the Owners Corporation.

After Construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

3.3.1

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to any lot or common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works; and
- (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to access compliance with this by-law or any consent provided under this by-law from time to time.

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

Enduring Rights and Obligations

3.4 The Owner:

- (a) must properly maintain and upkeep the Works;
- (b) must ensure that the Works and their use do not contravene any statutory requirements of any Authority;
- (c) must maintain and upkeep those parts so the common property in contact with the Works;
- (d) must comply with all directions, orders and requirements of any Authority relating to the Works and their use;
- (e) remains liable for any damage to any lot or common property (including the Lot) arising out of the Works; and
- (f) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their use.

Default of the Owner

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

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work; and
- (c) recover the costs of carrying out that work from the defaulting Owner.

Special By-law No. 12 – Hard Surface Flooring Permitted Only with Approval

1. Introduction

1.1 This by-law requires an owner who wishes to install hard flooring surfaces to their lot to only do so with the written consent of the Owners Corporation.

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1.2 In giving consent the Owners Corporation can fix conditions for the installation and, in addition, this by-law prescribes further conditions which will apply to all such installations.

2. Definitions and interpretation

2.1 In this by-law:

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

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

"**Executive Committee**" means the executive committee of the Owners Corporation.

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

"**Lots**" means the lots within the Strata Scheme.

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

"**Occupier**" means an occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

"**Owner**" means an owner of any one of the Lots.

"**Owners**" means the owners of the Lots.

"**Owners Corporation**" means the owners corporation for the Strata Scheme 60918.

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

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

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

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

2.2 In this by-law:

2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;

2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;

2.2.3 words importing the singular number include the plural and vice versa;

2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders;

2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation;

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2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law; and

2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Changes to Floor Coverings require approval

3.1 An Owner or Occupier of a Lot must not change any of the floor coverings or surfaces of the Lot without the prior written approval of the Owners Corporation.

3.2 This by-law does not apply to floor coverings or surfaces comprising a kitchen, laundry or bathroom.

4. How does an Owner or Occupier obtain approval?

4.1 An Owner or Occupier of a Lot who wished to change any of the floor coverings or surfaces of the Lot must make a written application to the Owners Corporation for approval. The application must contain the following information:

4.1.1 their type, brand and method of installation;

4.1.2 details of the acoustic properties of the proposed surface, including an acoustic report certifying that after the change of floor coverings or surfaces, the impact insulation class rating will be at least 48dB; and

4.1.3 any other information that the Owners Corporation may reasonably require.

4.2 For the purposes of this by-law any application will be made to and any approval given by the Executive Committee.

5. Owners Corporation may give or withhold approval

5.1 The Owners Corporation may:

5.1.1 grant its approval with or without conditions; or

5.1.2 withhold its approval, but it must not act unreasonably when doing so.

6. When can the Owners Corporation withhold approval?

Without limiting the circumstance in which the Owners Corporation may withhold its approval, it will be reasonable for the Owners Corporation to withhold its approval if any of the conditions in clause 7 regarding acoustic standards are not being met by the proposed floor coverings or surfaces.

7. Conditions to be met when laying changed floor coverings

7.1 The Owner or Occupier must comply with any conditions of approval given by the Owners Corporation together with any conditions set out in this by-law.

7.2 The proposed floor coverings or surfaces:

7.2.1 must be laid in a proper and workmanlike manner causing minimal disturbance to other Occupiers;

7.2.2 must be laid within a reasonable period from the date of commencement; and

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7.2.3 must not result in an impact insulation class rating of less than 48dB.

7.3

7.3.1 The Owners Corporation may request the Owner or Occupier to provide additional evidence that the new floor coverings or surfaces meet the acoustic standards.

7.3.2 The Owners Corporation may request whatever evidence it reasonably requires including evidence in the form of the product brochure from the manufacturer of the new floor coverings or surfaces, a written report from the tradespersons responsible for the installation of the new floor coverings or surfaces addressed to the Owners Corporation certifying that the coverings or surfaces specified in the brochure were used and (or a report from a qualified acoustic engineer addressed to the Owners Corporation certifying that) the new floor coverings or surfaces meet the acoustic standards (impact insulation class rating of at least 48dB).

7.4 The Owner must give the Owners Corporation the evidence requested by it within 28 days of the request being made.

7.5 No later than 30 days after the new floor surface is installed, the Owner must provide to the Owners Corporation a report (Post-Installation Report) certifying that the impact insulation class rating after installation is at least 48dB.

7.6 In an Owner installs flooring in accordance with this by-law, the Owner must, if requested by the Owners Corporation, and not more than once in any five-year period, provide the Owners Corporation (within 28 days of request) with an updated acoustic report (Updated Report). The Updated Report must assess the impact insulation class rating at the time of that Updated Report, and must certify that the impact insulation class rating of the Lot is at least 48dB.

8. Breach of this by-law

8.1 If:

- 8.1.1** an Owner or Occupier installs any floor covering or surface in breach of this by-law; or
- 8.1.2** fails to provide to the Owners Corporation anything which the Owner or Occupier is required to provide under this by-law; or
- 8.1.3** after installation the conditions in clause 7.2.3 are not met,

then the floor covering or surface must be removed and the previous type of floor covering or surface reinstated within 28 days of service of a notice on the Owner or Occupier from the Owners Corporation requiring removal.

8.2 If the Owner or Occupier fails to rectify that breach within 28 days of service of such a notice the Owners Corporation may:

- 8.2.1** enter the Lot, on giving the Occupier 24 hours prior notice; and
- 8.2.2** rectify the breach of the by-law by any lawful means including removing the new floor coverings or surfaces and, if appropriate, reinstating the previous type of floor coverings or surfaces; and

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8.2.3 recover as a debt from the Owner or Occupier the costs of the Owners Corporation incurred in rectifying any breach of this by-law together with the expenses incurred by the Owners Corporation in recovering those costs including, but without limiting the generality of the foregoing, the legal costs of the Owners Corporation on an indemnity basis.

8.3 The rights of the Owners Corporation set out in this paragraph are in addition to any other rights which the Owners Corporation may have in respect of the floor coverings or surfaces referred to in this by-law.

8.4 In order to satisfy itself as to whether clause 8.1.3 is being breached, the Owners Corporation may:

8.4.1 require the Owner to provide (at that Owner's cost and within 28 days) a further acoustic report, assessing whether the flooring has an impact insulation class rating of less than 48dB; or

8.4.2 procure its own acoustic report, assessing whether the flooring has an impact insulation class rating of less than 48dB, and in this case the Owner or Occupier of that Lot must permit access to the Owners Corporation and its consultant to prepare this report.

9. Pre-existing non-conforming floor coverings

Any floor covering or surfacing which has been installed without the approval of the Owners Corporation and in non-conformity with the Strata Legislation or the by-laws may be the subject of an application for approval on the same terms and conditions as set out in this by-law.

Special By-law No. 13 – Installation of Storage Units in Car Spaces (amended 7 June 2022)

1. For the purposes of this by-law:

1.1 "**Act**" means the Strata Schemes (Freehold Development) Act 1973 as amended from time to time.

1.2 "**Car Space Lots**" means those lots in Strata Plan 60918 with a car space included as part of the lot.

1.3 "**Common Property**" means the Common Property of Strata Plan 60918;

1.4 "**Costs**" means all professional and trade costs/fees/disbursements incurred or associated with this By-Law, the Works and Remedial Works.

1.5 "**Direction**" means a written direction from the Owners Corporation to the Owner relating to Works and/or Remedial Works;

1.6 "**Future Owner**" means the registered proprietor/s of the Car Space Lot from time to time, succeeding the Owner;

1.7 "**Storage Unit**" means:

(a) any one of the Space Commander range of garage storage devices as set out in the brochure annexed to this by-law and marked "A"; or

(b) any one of the Double Height Space Commander range of garage storage devices that (apart from their height) are substantially similar to the Space Commander range of garage storage

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devices set out in the brochure annexed to this by-law and marked "A" ("Double Height Storage Unit");

- 1.8** "Indemnify" means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:
- 1.8.1** all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - 1.8.2** any sum payable by way of increased premiums; and
 - 1.8.3** any costs or damages incurred by or for which the Owners Corporation is or becomes liable;
- 1.9** "Owner" means a registered proprietor of a Car Space Lot as at the registration date of this By-law and with respect to clauses 5 to 13 (inclusive) includes the Future Owner;
- 1.10** "Owners Corporation" means the Owners Corporation of Strata Plan 60918;
- 1.11** "Remedial Works" means repair, maintenance, replacement and/or removal of items relating to the Works and/or Common Property affected by the Works;
- 1.12** "Works" means the installation of a Storage Unit entirely within the boundary of the car space forming part of the Car Space Lot.
- 2.** Where any terms in this By-Law are not defined, they will have the same meaning those words are attributed under the Act.
- 3.** If this By-Law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion
- 4.** Subject to the provisions of this By-Law, the Owners Corporation grants the Owner the right to carry out Works.
- 5.** The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.
- 6.** The Works and Remedial Works must be carried out and completed:
- 6.1** in a proper workmanlike manner and by licensed and/or accredited contractors;
 - 6.2** with due skill and care using proper materials;
 - 6.3** in compliance with all reasonable requirements of the Owners Corporation;
 - 6.4** in compliance with the Building Code of Australia and any other Australian Standards, as applicable;
 - 6.5** in keeping with the appearance of the building in its style, colour, materials and overall design;
 - 6.6** in a way so as to not unreasonably interfere with the enjoyment of other common property areas, access to lots or access to other car spaces in the strata scheme by other persons;
 - 6.7** in a way so as to not create a fire hazard;
 - 6.8** in a way so as to not interfere with any emergency exits;

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- 6.9** in a way which minimises the disturbance of other owners including but not limited to vibration, noise, dust and dirt;
 - 6.10** in a way so as to not impact all fire safety sprinkler systems and overhead pipes;
 - 6.11** ensuring that the security of the property is maintained throughout the performance of the Works and Remedial Works;
 - 6.12** promptly and completely removing all rubbish from the property resulting from the Works and/or Remedial Works;
 - 6.13** keeping all areas of the building as clean and tidy as possible;
 - 6.14** promptly repairing any damage to any part of the property caused by the Works and/or Remedial Works.
- 7.** The Owner is responsible for, and will bear all Costs.
- 8.** Where the Owners Corporation has incurred Costs on behalf of an Owner, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Strata Schemes Management Act 1996, with all the same rights of recovery to apply.
- 9.** In the event lot(s) or Common Property is/are damaged because of the Works or Remedial Works, the Owner will pay the Costs of rectifying the damage.
- 10.** The Owners Corporation reserves the right to direct the Owner to remove, repair or replace any items installed as a part of the Works and/or Remedial Works in the event they do not comply with the requirements of this By-Law.
- 11.** If the Owner fails to comply with Clause 10 above within 3 months of a Direction, then the Owners Corporation may:
 - 11.1** enter upon any part of the Car Space Lot to carry out the work;
 - 11.2** carry out all work necessary to perform that obligation; and
 - 11.3** recover from the Owner any Costs relating to the carrying out of that work, including charging the Costs to the Owner's lot account as if those Costs were a contribution under the Strata Schemes Management Act 1996.
- 12.** The Owner will sign all documents and do all things necessary to facilitate the carrying out of Clause 11 above.
- 13.** The Owner will indemnify and will keep indemnified the Owners Corporation.
- 14.** That any installation must be approved by the Owners Corporation's fire consultant prior to approval and does not interfere with the efficiency of ventilation.
- 15.** An Owner must not install a Double Height Storage Unit in the Owner's Car Space Lot unless that Car Space Lot is situated on the perimeter of the car park.

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16. An Owner who installs a Double Height Storage Unit must ensure that any vehicle parked in the Car Space Lot in which that Double Height Storage Unit is installed is able to be and is parked wholly within that Car Space Lot and does not encroach onto the Common Property or any other Car Space Lot.

17. **Approved Products**

Installation fire rated short legged storage cabinets from Space Commander or other like for like products are approved under the condition that an owner does not exceed the length or width of the existing space allocated.

Explanatory Note:

The over the bonnet cabinets were approved to accommodate larger cars.

There has been no hard and fast rule in the past to say that double or short legged cabinets cannot be approved.

This is a discussion to be had by owners and a decision to be made by owners.

It is noted that each application will need to be submitted to the Building Manager who will review and ensure compliance requirements before submitting to the Strata Committee for approval.



Application for Installation of garage storage cabinet

Model: The model proposed to be installed is our Over the Bonnet model Space Commander SC2518.

Site inspection: The model proposed will fit at the end of the car space, and will maintain the required distance from all fire safety sprinkler systems and overhead pipes. It will not in any way impact the ability of Mr XX to park his car completely within the confines of the car space.

Dimensions: Height - 2,025mm
Width - 2,510mm
Depth - 1,110mm
Storage capacity 2.5 cubic metres

Construction: Full steel construction, with galvanised steel panels.

Security: Strong 3 way keyed steel locking system

Finish: All Space Commander garage storage units have a smooth powder-coated finish and a contemporary design appearance.

Installation: Space Commander units sit free standing on the concrete floor of the car space, and are not fastened or fixed to the wall or floor of the car space. Accordingly, they can be disassembled and moved if required.

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Special By-law No. 14 - Renovations Works at Lot 30

1. For the purposes of this by-law:

- 1.1 **"Act"** means the Strata Schemes Management Act 1996 as amended from time to time;
- 1.2 **"Common Property"** means the common property in the Strata Plan;
- 1.3 **"Costs"** means all professional and trade costs, fees, and disbursements incurred as a result of, or associated with, this by-law, the Works and Remedial Works, and any damage caused as a result of the Works and/or Remedial Works;
- 1.4 **"Future Owner"** means the registered proprietor of the Lot from time to time, succeeding the Owner;
- 1.5 **"Indemnify"** means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:
 - 1.5.1 all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - 1.5.2 any sum payable by way of increased premiums; and
 - 1.5.3 any costs or damages for which the Owners Corporation is or becomes liable;
- 1.6 **"Lot"** means lot 30 in the Strata Plan;
- 1.7 **"Owner"** means the registered proprietor of the Lot at the date this by-law is registered, and with respect to clauses 5 to 12 inclusive, includes the Future Owner;
- 1.8 **"Owners Corporation"** means the owners corporation known as The Owners - Strata Plan No. 60918;
- 1.9 **"Remedial Works"** means the repair, maintenance, replacement and/or removal of items relating to the Works and/or Common Property affected by the Works;
- 1.10 **"Strata Plan"** means Strata Plan No. 60918;
- 1.11 **"Works"** means the following renovation works to be carried out at the Lot:
 - 1.11.1 Installation of new kitchen with new fittings using plumbing, gas, and electricity connections currently servicing the Lot;
 - 1.11.2 In accordance with special by-law no. 8, the installation of timber flooring throughout the Lot, except in the kitchen, bathroom, ensuite, and laundry;
 - 1.11.3 In accordance with the plans annexed to this by-law and marked "A", in the bathroom:
 - 1.11.3.1 Installation of new shower, vanity, and toilet; and
 - 1.11.3.2 Replacement of floor and wall tiles.
 - 1.11.4 In accordance with the plans annexed to this by-law and marked "A", in the ensuite:
 - 1.11.4.1 Installation of new bathtub, vanity, and toilet;

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1.11.4.2 Installation of new shower; and

1.11.4.3 Replacement of floor and wall tiles.

1.11.5 In accordance with the plans annexed to this by-law and marked "A":

1.11.5.1 Removal and installation of new built-in wardrobe in the master bedroom;

1.11.5.2 Installation of cupboard under the stairs in the living room;

1.11.5.3 Installation of gas outlet in the courtyard;

1.11.5.4 Installation of awning to the external wall of bedroom 3 in accordance with special by-law no. 5.7; and

1.11.5.5 Installation of air-conditioning system in accordance with special by-laws no. 4 and 5.

2. Where any terms in this by-law are not defined, they will have the same meaning those words are attributed under the Act.
3. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.
4. Subject to the provisions of this by-law, the Owners Corporation grants the Owner the right to carry out the Works.
5. The Owner is responsible for and must carry out Remedial Works when and where necessary.
6. The Works and Remedial Works must be carried out and completed:
 - 6.1 in a proper and workmanlike manner by licensed and/or accredited contractors using proper materials;
 - 6.2 with due skill and care;
 - 6.3 in compliance with all reasonable requirements of the Owners Corporation;
 - 6.4 in compliance with the Building Code of Australia and any other Australian Standards as applicable;
 - 6.5 in compliance with all local council consents and requirements;
 - 6.6 in keeping with the appearance of the building in its style, colour, materials, and overall design;
 - 6.7 so as to not unreasonably interfere with Common Property or access to lots in the Strata Plan by other persons;
 - 6.8 in a way which minimises disturbance to other owners including but not limited to minimising vibration, noise, dust, and dirt;
 - 6.9 while ensuring that the security of the property is maintained throughout the performance of the Works and/or Remedial Works;
 - 6.10 while promptly and completely removing all rubbish from the property resulting from the Works and/or Remedial Works;
 - 6.11 while keeping all areas of the property as clean and tidy as possible;

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- 6.12** while promptly repairing any damage to the property caused by the Works and/or Remedial Works;
and
- 6.13** in a way that does not interfere with the structural integrity of the building.
- 7.** The Owner is responsible for, and will bear all Costs.
- 8.** In the event lots or Common Property are damaged because of the Works or Remedial Works, the Owner will pay the Costs of rectifying the damage.
- 9.** The Owner will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.
- 10.** The Owner will not claim upon the Owners Corporation's insurance in respect of anything arising out of Works or Remedial Works.
- 11.** The Owner will Indemnify and will keep indemnified the Owners Corporation.

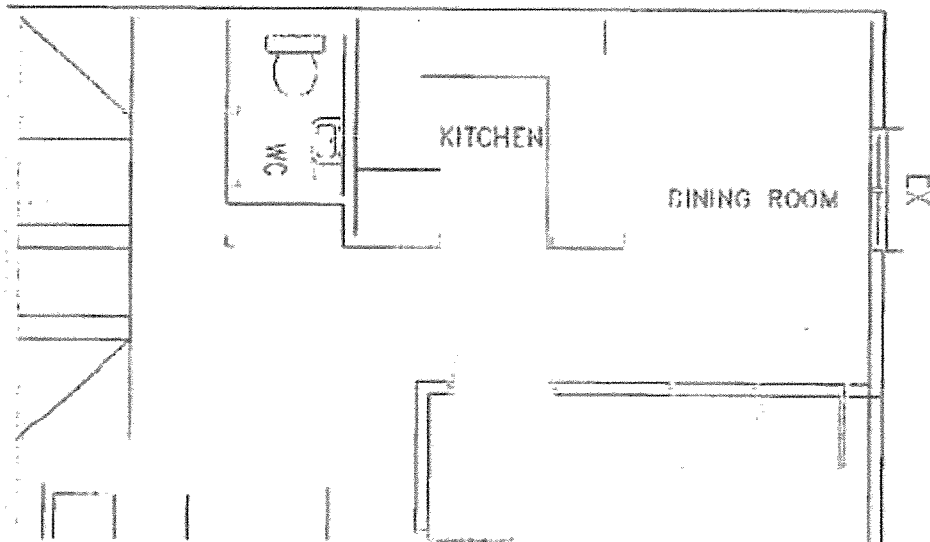
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SP 60918 UNIT 30, 19-23 Norton Street

Proposed works

- removal of walls on the ground floor
- the following walls will be removed: All walls that will be removed are in red



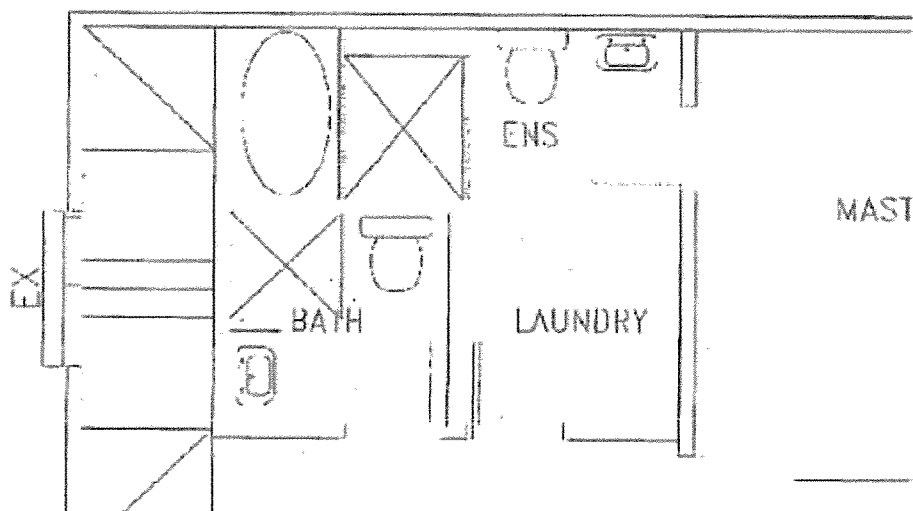
- As advised by the engineer the wall between the kitchen and powder room is not a load bearing wall and therefore able to be removed without structural issues.
- The remaining walls once removed will be supported by two steel columns and a steel beam. This beam and columns are noted in the engineers' written document and also highlighted in the drawings provided.
- With the removal of the walls a new kitchen will be designed to suit the new space.
- The sink and toilet on the ground floor will be removed and a new kitchen sink will be in its place. Therefore both services from the old sink and toilet may be used to connect the new kitchen sink.
- The services will not be effected due to the removal of toilet and sink in powder room down stairs.
- The Stove's position will not change and therefore the connection is already provided for the new stove to be installed.

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other works proposed

- The high side of the stairs will be blocked off to create a linen cupboard.
- both upstairs bathrooms to be renovated.
- the following work is proposed for the main bathroom:
 - new shower- 1 fixed panel glass
 - new vanity
 - new toilet
 - new tiles on floor and walls
- The following work is proposed for the ensuite:
 - new free standing bath tub
 - the addition of a shower on same wall as toilet and vanity
 - new vanity
 - new toilet
 - new tiles on floor and walls



- The wardrobe in the master bedroom to be removed to create a larger room.
- Lighting will be updated to more modern fixtures and also to let in an efficient amount of light. Proposed lights will include downlights and a possible chandelier in the staircase.
- Walls will be painted and ceilings will be replaced where damage has occurred or where new lights will be placed.

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Flooring

- The flooring throughout the apartment to be changed in accordance to the building management approval. Preferred flooring is timber floor boards throughout.
- All flooring will be treated in a manner to prevent the transmission of noise. (By Law 5.4 Floor coverings)

Terrace proposed works

- The installation of a gas outlet on the terrace is proposed.
- Due to the removal of the original awning by previous owner the erection of a new awning is proposed in accordance to the by law- "Special by laws No.5.7 Power to install awnings"
- Air-conditioning to be added to the unit in accordance to the by laws "special by laws NO.4 and 5"

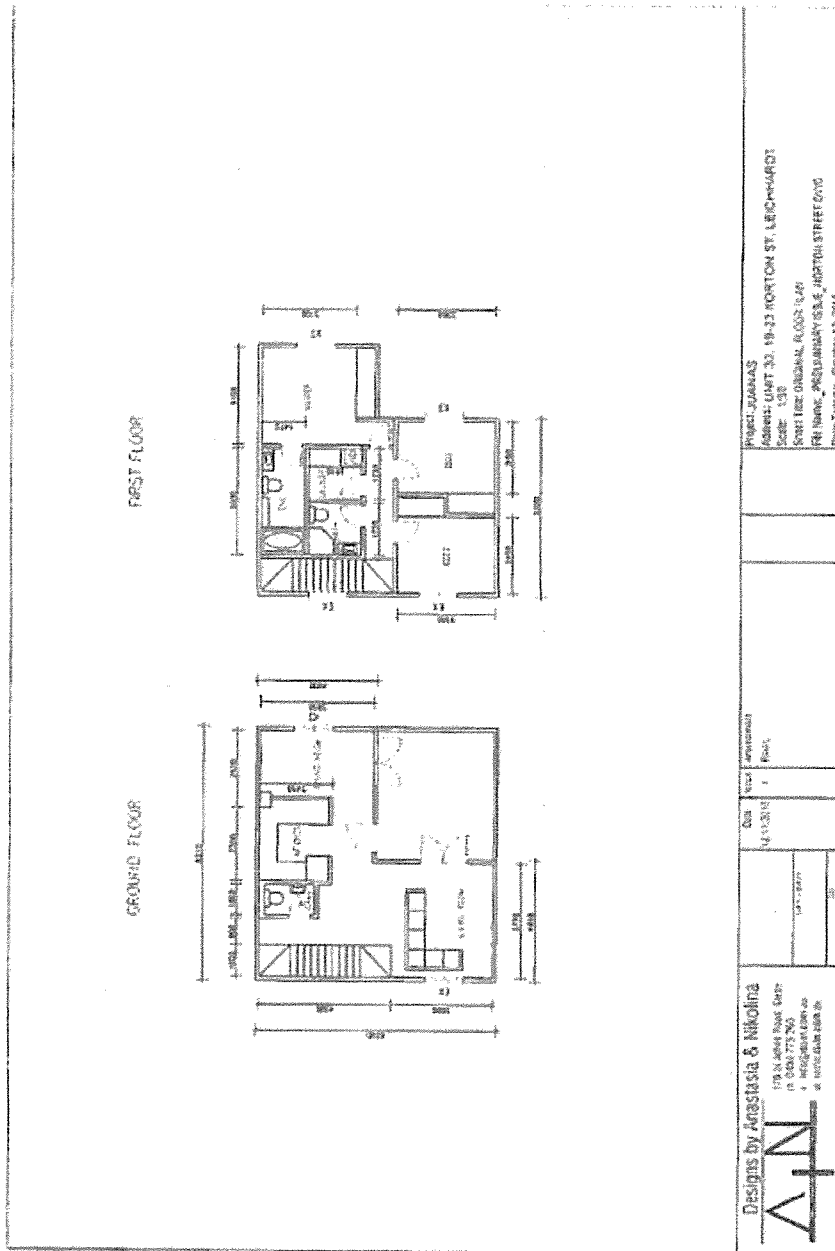
Note: a Certifier has not been engaged but upon approval from Body corporate this will be completed.

Time Line

Works	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
Removal of existing flooring								
Removal of any other material								
Removal of walls								
erecting new walls								
Beam and column placement								
New flooring								
Kitchen								
Lights								
Painting								
Any other cosmetic changes								

Please note this is an approximate time line and will be updated prior commencement. Extra weeks are added as a contingency in case of any unforeseen circumstances.

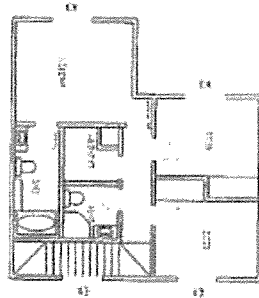
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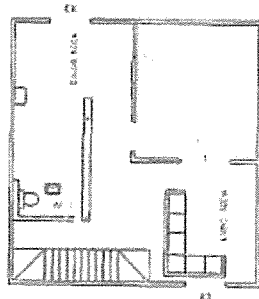
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EAST FLOOR

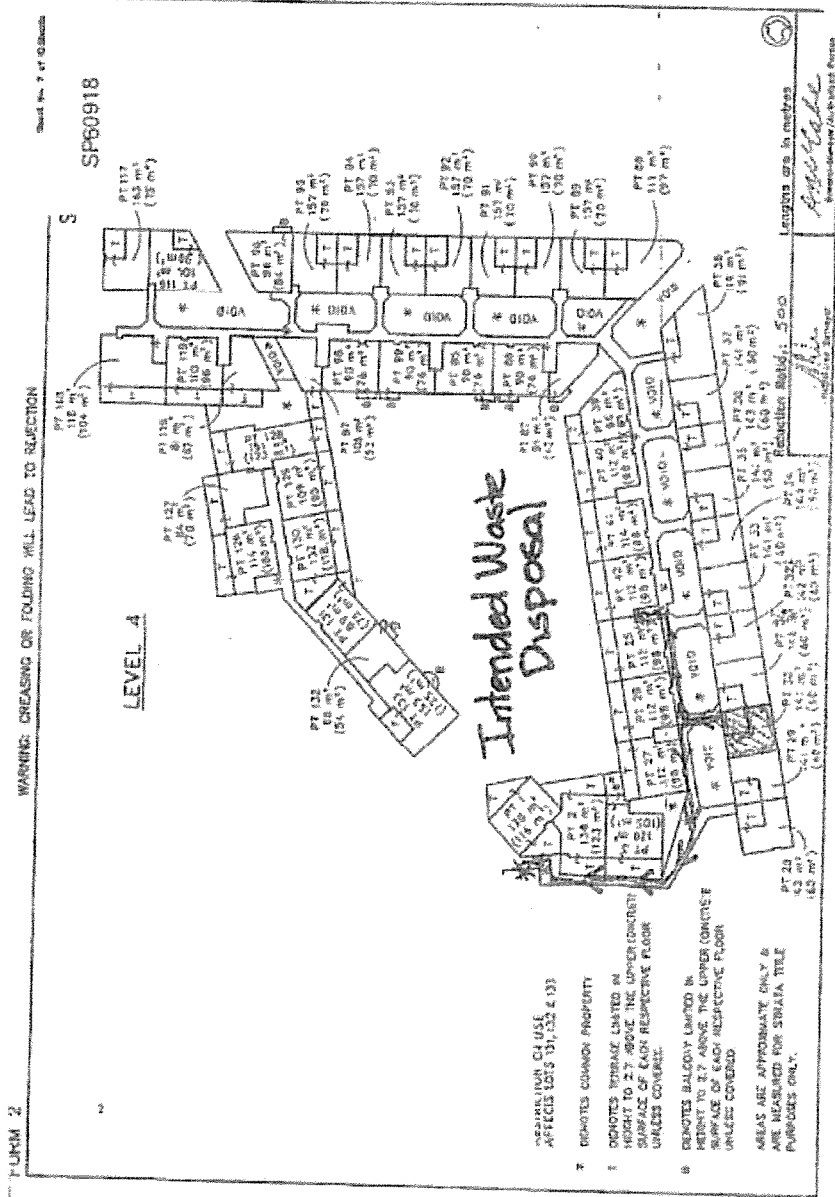


GROUND FLOOR



Designs by Anastasia & Nicola 178 Fitzroy Street, Geelong VIC 3220 Phone: 03 5242 2111 Fax: 03 5242 2112 Email: info@anastasia-nicola.com.au		Project Name Address Unit 30 19-23 MORTON ST. LEICHHARDT State VIC Project File PROPOSED CONSOLIDATION File Name PREMIUM ISSUE STRATA PLAN NO 60918 Date Wednesday, 20 February 2026 10:20:13 AM
Scale 1:100	Area 100.00 m ²	Date 20 February 2026

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COMPLYING DEVELOPMENT REPORT

This report has been issued by the Electronic Housing Code based on the requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (the Code) and the information provided. It is intended as a guide to provide information about the applicable standards and other requirements of the Code and should not be used as a substitute for a more detailed examination of the Code.

Project Summary	
Enquiry Number	ENQ0000161389
Date issued	7/12/2015

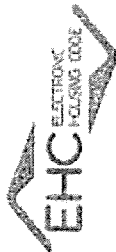
Site Details	
Address	23 NORTON STREET, LEICHHARDT NSW 2040 Australia
Local Government Area	Leichhardt Municipal Council
Title Reference	Lot: SP.60919
Zone	B2
Flood Control Lot	Is a flood control lot
Bushfire Prone	Not specified - please contact council
Heritage Conservation Area	Not within a heritage or draft heritage conservation area
Local Heritage Item	Not a local heritage item

Development Category	Development Type (s)
Alterations and additions to an existing dwelling house	1. Internal alterations
Alterations to a dwelling other than a house (e.g. an apartment)	1. Internal alterations



Development Type	Relevant Codes (See Development Standards)
Internal alterations	4.1, 4.2, 7.1, 7.2
Internal alterations	4.1, 4.2

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DEVELOPMENT STANDARDS	
<p>4.1 INTERNAL ALTERATIONS - SPECIFIED COMPLYING DEVELOPMENT</p> <p>Internal alterations to existing residential accommodation, including alterations to common property or existing ancillary development that is associated with residential accommodation (but not including development that is the erection or conversion of a balcony to existing residential accommodation), is development specified for this code.</p> <p>Note: See the entry for minor building alterations (internal) in the General Exempt Development Code.</p>	<p>4.2 INTERNAL ALTERATIONS - DEVELOPMENT STANDARDS</p> <p>The standards specified for that development are that the development:</p> <p>(a) must not result in a change of classification of the building under the Act or the Building Code of Australia, and</p> <p>(b) must not result in any additional separate dwelling, and</p> <p>(c) must not result in the creation of an additional floor within a dwelling.</p>
<p>7.1 DEMOLITION - SPECIFIED COMPLYING DEVELOPMENT</p> <p>(1) The demolition or removal of the following development, is development specified for this code:</p> <p>(a) a dwelling,</p> <p>(b) ancillary development,</p> <p>(b1) a swimming pool,</p> <p>(c) an industrial building,</p> <p>(d) a commercial building that would be complying development under the Commercial and Industrial Alterations Code and the Commercial and Industrial (New Buildings and Additions) Code if it were being constructed.</p> <p>(2) If development specified under subclause (1) is within a heritage conservation area or a draft heritage conservation area, the development may only relate to:</p> <p>(a) an outbuilding that may be constructed under clause 3.36A or 3A.36, or</p> <p>(b) an alteration under clause 4.1, or</p> <p>(c) an external alteration that may be constructed under clause 4.3 (b) or (c), or</p> <p>(d) an attic conversion that may be constructed under clause 4.5.</p>	

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DEVELOPMENT STANDARDS

2.2 DEMOLITION - DEVELOPMENT STANDARDS

(1) The standards specified for that development are that:

- (a) the development must be carried out in accordance with AS 2603—2001, the demolition of structures, and
 - (b) run-off and erosion controls to prevent soil erosion, water pollution or the discharge of loose sediment on the land surrounding the development must be implemented by: (i) diverting uncontaminated run-off around cleared or disturbed areas, and (ii) erecting a silt fence to prevent debris escaping into drainage systems and waterways, and (iii) preventing tracking of sediment by vehicles onto roads, and
 - (iv) stockpiling top soil, excavated materials, construction and landscaping supplies and debris within the lot, and
 - (c) any essential service must be disconnected from the structure being demolished or removed in accordance with the requirements of the relevant authority, and
 - (d) the structure being demolished or removed must not be relocated on the same lot or to a different lot, unless it meets the relevant development standards specified in Part 3 or Part 3A, and (e) the development must, if it is the demolition or removal of an existing attached dwelling or a semi-detached dwelling, not be carried out within the front 5m of the dwelling or forward of the roof ridge line.
- (2) Despite any other development standard of this code, if the development involves the demolition or removal of a wall to a boundary that has a wall less than 0.9m from the boundary, the wall must be demolished or removed in accordance with the method of maintaining support proposed by the professional engineer's report provided with the application for the complying development certificate.
- (3) If the demolition or removal referred to in subclause (2) results in the exposure of a common wall, the common wall must, at the completion of the development, be weatherproofed.
- (4) If a swimming pool is removed:
- (a) the site of the swimming pool must be filled (if necessary) so as to restore the site to the ground level (existing) adjacent to the pool, taking into account any sloping of the site, and
 - (b) the fill must be compacted, and
 - (c) any piping or similar material must be removed from the site before the site is filled.

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EXEMPT DEVELOPMENT REPORT

This report has been issued by the Electronic Housing Code. If the development type(s) nominated below are constructed in accordance with the applicable development standards, upon the land to which the report relates, then the development is exempt development pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Project Summary	
Enquiry Number	ENQ0000161389
Date Issued	7/12/2015
Development Category	Minor works around the home (Exempt Development)
Development type	1. Air-conditioning units (see also evaporative cooling units) 2. Awnings, blinds and canopies 3. Hot water systems 4. Minor building alterations (internal) - no change of room configuration

Site Details	
Address	23 NORTON STREET, LEICHHARDT NSW 2040 Australia
Local Government Area	Leichhardt Municipal Council
Title Reference	Lot: 5P:60919
Zone	B2
Flood Control Lot	Is a flood control lot
Bushfire Prone	Not specified - please contact council
Heritage Conservation Area	Not within a heritage or draft heritage conservation area
Local Heritage Item	Not a local heritage item

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DEVELOPMENT STANDARDS

Air-conditioning units (see also evaporative cooling units)

Subdivision 3 Air-conditioning units

2.5 Specified Development

The construction or installation of an air-conditioning unit is development specified for this code.

2.6 Development Standards

- (1) The standards specified for that development, if for residential uses only, are that the development must:
 - (a) not be located on the wall or roof of a building that faces the primary road, or forward of the building line to the primary road, and
 - (b) be located at least 450mm from each lot boundary, and
 - (c) subject to paragraph (g), be attached to the external wall of a building or ground mounted, and
 - (d) be not higher than 1.8m above ground level (existing), and
 - (e) not involve work that reduces the structural integrity of the building, and
 - (f) not reduce the existing fire resistance level of a wall, and
 - (f1) be designed so as not to operate;
 - (f2) during peak time—at a noise level that exceeds 5 dB(A) above the ambient background noise level measured at any property boundary, or
 - (f3) during off peak time—at a noise level that is audible in habitable rooms of adjoining residences, and
 - (f4) if it is constructed or installed on or in a heritage item or a draft heritage item—not be wall mounted, and
- (2A) The standards specified for that development, if for purposes other than residential uses only, are that the development must:
 - (a) not be located on the wall or roof of a building that faces the primary road, or forward of the building line to the primary road, and
 - (b) not be built into any external wall unless the development is more than 3m from each side and rear boundary and 6m from any other building on the lot, and
 - (c) not involve work that reduces the structural integrity of the building, and
 - (d) not reduce the existing fire resistance level of a wall or roof, and
 - (d1) be designed so as not to operate;

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<p>(i) during peak time—at a noise level that is more than 5dB(A) above the ambient background noise level measured at any property boundary, or</p> <p>(ii) during off peak time—at a noise level that is audible in habitable rooms of adjoining residences, and</p> <p>(e) if it is constructed or installed on or in a heritage item or draft heritage item—not be wall mounted, and</p> <p>(f) if it is constructed or installed in a heritage conservation area or a draft heritage conservation area—be located behind the building line of any road frontage.</p> <p>(2) Any opening created by the construction or installation of the development must be adequately waterproofed.</p> <p>Note. For further information about noise control see the Noise Guide for Local Government (ISBN 978 1 74232 942 0) published by the Department of Environment, Climate Change and Water NSW in October 2010</p> <p>Awnings, blinds and canopies</p> <p>Subdivision 5 Awnings, blinds and canopies</p> <p>2.9 Specified Development</p> <p>The construction or installation of any of the following structures over a window or door opening is development specified for this code if the structure is not constructed or installed on or in a heritage item or a draft heritage item:</p> <p>(a) an awning or canopy associated with a residential use,</p> <p>(b) a blind (including a storm blind, security blind or sun blind) or similar structure for any purpose.</p> <p>Note. See separate entry for shade structures.</p> <p>2.10 Development Standards</p> <p>The standards specified for that development are that the development must:</p> <p>(a) not have an area more than 10m², and</p> <p>(b) not project beyond the external wall of the building by more than 2m, and</p> <p>(bb) be at least 450mm from each side and rear boundary when fully extended, and</p>
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<p>(c) if it is connected to a fascia—be connected in accordance with a professional engineer's specifications, and</p> <p>(d) if it is located on bush fire prone land—be constructed of non-combustible material, and</p> <p>(d1) if it is constructed or installed on or in a heritage conservation area or a draft heritage conservation area—be located in the rear yard, and</p> <p>(e) not be used for advertising.</p> <p>Hot water systems Subdivision 23A Hot water systems 2.46A Specified Development</p>	<p>The construction or installation of a hot water heater or a hot water storage tank a development specified for this code.</p> <p>2.46B Development Standards</p> <p>The standards specified for that development are that the development must:</p> <p>(a) not be a solar hot water system, and</p> <p>(a1) if it uses a heat pump water heater, be designed so as not to operate:</p> <p>(i) during peak time—at a noise level that is more than 5dB(A) above the ambient background noise level measured at any property boundary, or</p> <p>(ii) during off peak time—at a noise level that is audible in habitable rooms of adjoining residences, and</p> <p>(b) if constructed or installed externally and on or in a heritage item or a draft heritage item or in a heritage conservation area or a draft heritage conservation area:</p> <p>(i) not be located on a roof, and</p> <p>(ii) be located in the rear yard.</p> <p>Note 1. See note relating to Solar Hot Water Systems. Note 2. For further information about noise control in relation to heat pump water heaters, see the NSW Government's Noise Guide for Local Government published in 2010 (ISBN 978 1 74232 942 0).</p>

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<p>Minor building alterations (internal) - no change of room configuration Subdivision 25 Minor building alterations (internal)</p>	<p>2.51 Specified Development</p> <p>(1) A minor internal building alteration for the replacement or renovation of:</p> <ul style="list-style-type: none"> (a) a doorway, wall, ceiling or floor lining, or (b) a deteriorated frame member, including stairs and stairwells, or (c) a bathroom or kitchen, or (d) a built-in fixture such as a vanity, a cupboard or a wardrobe, or (e) an existing sanitary fixture, such as a grease trap or the like, or (f) shelving or racking that is not higher than 2.7m, or (g) a work station or counter, is development specified for this code if it is not constructed or installed on or in a heritage item or a draft heritage item. <p>(2) The installation of new or replacement insulation material in the ceiling, floor or wall of a building is development specified for this code.</p> <p>2.52 Development Standards</p> <p>The standards specified for that development are that the development must:</p> <ul style="list-style-type: none"> (aa) not be an alteration to a food preparation area in food and drink premises, and (a) if it is the replacement or renovation of a deteriorated frame member — be of equivalent or improved quality material, and (b) not include a change to the configuration of a room, whether by removal of an existing wall, partition or other means, and (c) not cause reduced window arrangements for light and ventilation needs, reduce the size of a doorway or involve the enclosure of an open area, and (d) not affect the load bearing capacity (whether vertical or horizontal) of a building, and (e) not include a change to the fire resisting components of, or interfere with the entry to, or exit from, or the fire safety measures

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contained within, a building, and

(f) if it is the installation of new or replacement insulation material in a dwelling, it must be in accordance with Part 3.12.1 of the Building Code of Australia.

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SYDNEY WIDE ENGINEERS

CONSULTING STRUCTURAL & CIVIL ENGINEERS

11 GOLDSMITH AVENUE WINSTON HILLS NSW 2153

TELEPHONE 02 9686 9664

FAX: 02 9686 9664

Email: s.w.e@optusnet.com.au

DATE: 10 November 2015

OUR REFERENCE: S02854/2

TO WHOM IT MAY CONCERN

RE: PROPOSED INTERNAL WALLS REMOVAL
AT UNIT 30 No 19-23 NORTON STREET, LEICHHARDT

STRUCTURAL REPORT

An inspection of unit 30 at the above address was made on 9 November 2015 by myself the undersigned structural engineer.

Unit 30 is located on the elevated first floor of a full brick two storey building with shops underneath.

It is proposed remove the following internal brick walls:

- 1) The wall between the WC and the living room
- 2) The wall between the WC and the kitchen.
- 3) The wall between the kitchen and the entry corridor.

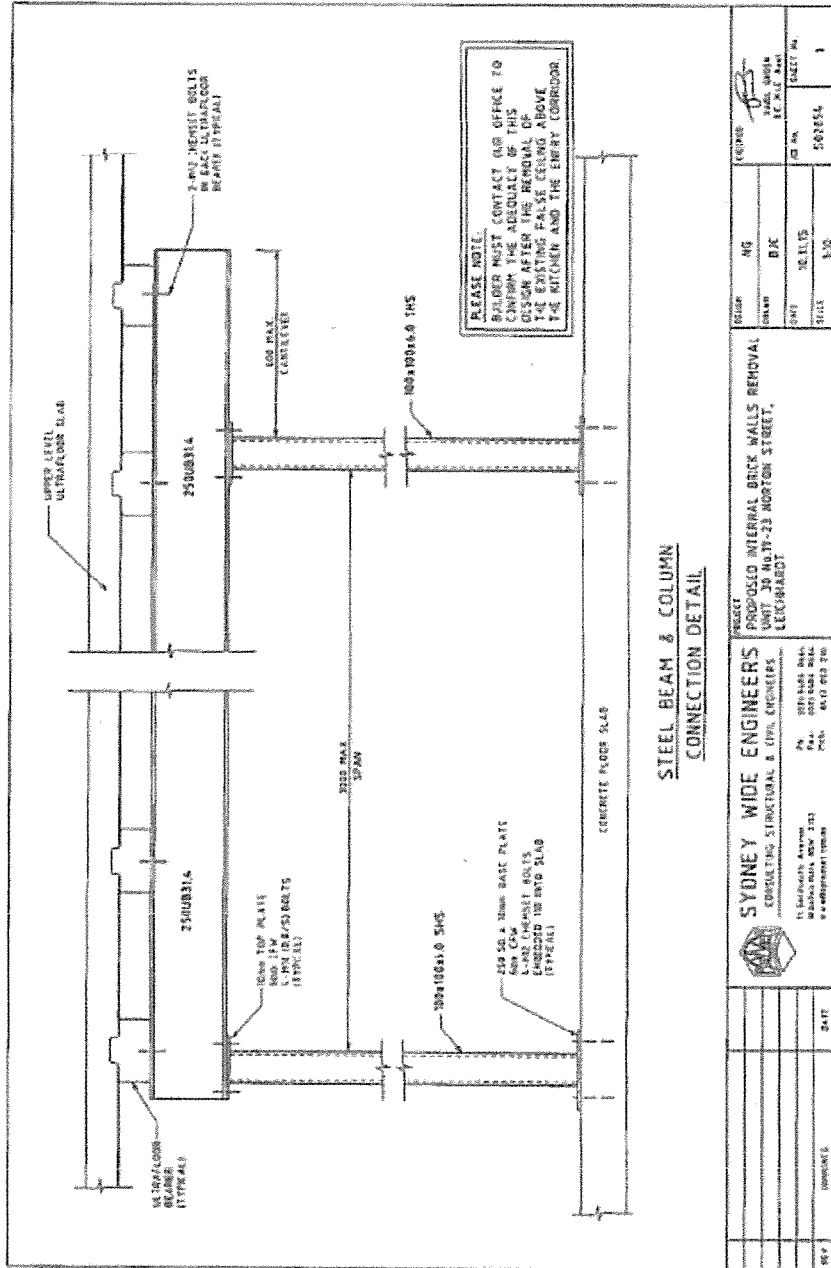
In order to remove the above walls 250UB31.4 steel beam supported by two 100x100x6.0 SHS steel columns must be installed at the same location of the removed wall between the kitchen and the entry corridor to support the concrete slab of the upper floor and the superstructure.

This is to certify that the 250UB31.4 steel beam and the two 100x100x6.0 SHS steel columns are structurally adequate to span 3000 mm and to cantilever 600 mm and to support the imposed loads of the existing superstructure providing that they are installed in accordance with the structural drawings prepared by Sydney Wide Engineers, job number S02854, sheet 1, dated 10 November 2015.

Yours faithfully

NABIL GHOSN
BE MIEAust
CPEng NPER # 910768

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Special By-law No. 15 - Lot 22 Works

A by-law with respect to lot 22 works.

1. Approval of work

1.1 Work

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

1.2 Exclusive use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

1.3 Building Work

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- (a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- (b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

1.5 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- (b) in any other case, to the extent otherwise required by law.

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1.6 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area, except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

1.7 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

1.8 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

2. Methods and procedures

2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consent

On written demand of a person granted a right hereunder, the owners corporation must provide its consent as may be required by any Authority in connection with an exercise by that person of that right, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:

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- (i) as reasonably determined from time to time by the owners corporation; or
 - (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.4 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

2.7 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;

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- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
 - (i) in accordance with any applicable law and any other applicable requirement hereof; and
 - (ii) in a proper and workmanlike manner and exercising due care and skill.

Note. If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.

2.9 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

2.10 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:

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- (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
 - (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.

2.12 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

3. Definitions and interpretation

3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;

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- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

3.2 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means lot 22 in the strata scheme bearing folio identifier 22/SP60918;

Authorised Owner means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);

Authority means:

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- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

Building Works has the meaning given to it in the Building Works Conditions;

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
 - (i) only accessible from within that premises; or
 - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

owner means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

Permitted Work means Building Works as set out in the Scope of Works.

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Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

Scope of Works means the Scope of Works in Annexure B;

strata plan means strata plan number 60918; and

strata scheme means the strata scheme relating to the strata plan.

Annexure A Building Works Conditions

1. Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Connection to services

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

1.3 Cleanliness, protection and rectification

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You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

1.4 Bond

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

1.5 Plans and specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

1.6 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$5,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

1.7 Ownership of works

Building Works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

1.8 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Building Works means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and

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- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied;

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time.

you means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

your has a corresponding meaning to You.

Annexure B Scope of Works

1 Scope of Works

1.1 Bathroom

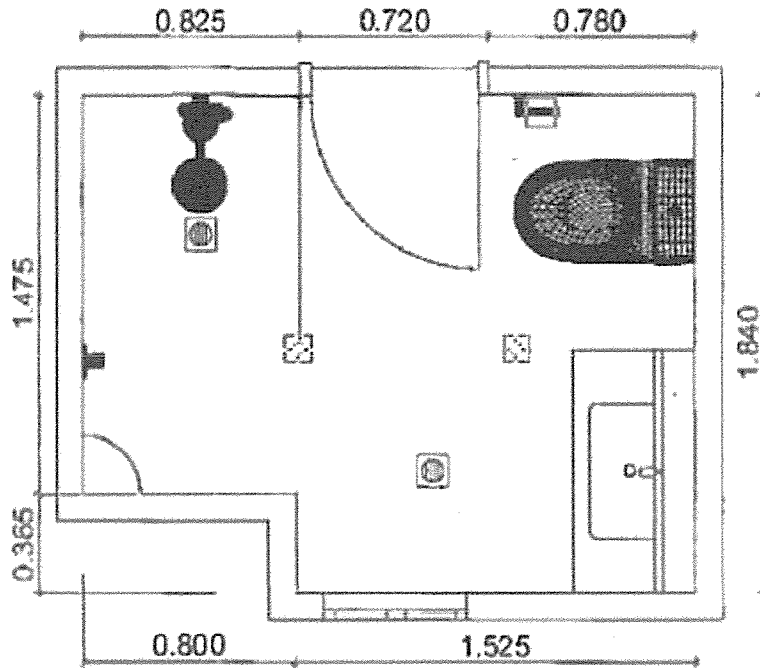
Renovation of the bathroom of the Authorised Lot including:

- (a) removal of all fixtures, fittings, cabinetry, bath tub, shower, toilet suite and vanity;
- (b) installation of new fixtures, fittings, cabinetry, bath tub, shower, shower panel, toilet suite and vanity;
- (c) removal of floor and wall tiling;
- (d) installation of new floor and wall tiling including waterproofing works and rendering of the wall;
- (e) the installation of a new 90mm cove cornice to the bathroom ceiling;
- (f) the construction of a corner foot shelf in the shower area; and
- (g) plumbing and electrical works as necessary, including:
 - (i) the removal of existing lights, power points and light switches;
 - (ii) the installation of 2 standard double general power outlets;
 - (iii) the installation of 2 LED cool white lights; and
 - (iv) the installation of a central switch.

1.2 Plans and drawings

A reference to, or the incorporation of, a plan, drawing, sketch or diagram herein is taken to be a reference to, or the incorporation of, the original of that document at its original scale.

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Special By-law No. 16 - Bathroom Works Unit 106

PART 1

PART 1.1

GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner shall have the right of exclusive use and enjoyment of those parts of the common property occupied by the Works and shall have the special privilege to carry out the Works (at the Owner's costs and to remain the Owner's fixture):
- 1.2 If there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2.1

THIS BY-LAW TO PREVAIL

- 2.1 In this by-law, unless the context otherwise requires or permits:
 - (a) **Act** means the Strata Schemes Management Act 1996.
 - (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the council.

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- (c) **Building** means the building situated at 106/21-23 Norton Street, Leichhardt.
- (d) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$5,000,000.00;
 - (ii) insurance required under the Home Building Act 1989 (if any); and
 - (iii) workers' compensation insurance.
- (e) **Lot** means Lot 106 in strata plan 60918.
- (f) **Owner** means the owner(s) of the Lot.
- (g) **Owners Corporation** means the owners corporation constituted by the registration of strata plan 60918.
- (h) **Works** means the works to Lot 106 and common property to be carried out for and in connection with the Owner's removal and installation of a new bathroom and ensuite bathroom.

2.2 Interpretation

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

- (a) the singular includes plural and vice versa;
- (b) any terms in the by-law will have the same meaning as those defined in Act;
- (c) references to legislation include references to amending and replacing legislation; and
- (d) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees.

PART 3 CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- (a) provide details of the works to be carried out for the bathroom and ensuite alterations.
- (b) advise as to the names and address of the licensed operator installing the bathrooms alterations;
- (c) details of insurance held by the licensed installer.

3.2 Compliant Works

To be compliant under this by-law, Works so approved must:

- (a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) be manufactured, designed and installed to specifications for domestic use; and
- (c) be maintained by the lot owner.

3.3 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees contractors and or agents to conduct the Works;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any Authority.

3.4 Maintenance of the Works

The owner acknowledges that he shall be responsible for the maintenance of the works.

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Special By-law No. 17 - Lot 95 Works

1. Grant of special privilege and exclusive use right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "Owner") of Lot 95 (the "Lot") shall have a special privilege in respect of the common property to carry out building works to the Lot and adjacent common property and a right of exclusive use and enjoyment of that part of the common property affected by the building works incorporating:

- (a) removal of all current flooring (including tiles) and installation of carpet and/or timber flooring on acoustic underlay throughout the lot;
- (b) removal of existing floating ceiling and cornices and installation of new floating ceiling, cornices and new lighting throughout;
- (c) drilling into common property walls to install supports to mount televisions and all works incidental thereto;
- (d) installation of new power outlets and switches throughout the lot;
- (e) removal of the existing hot water system and installation of a new hot water system and all incidental works thereto;
- (f) installation of gas fireplace and all incidental works thereto;

Kitchen

- (g) removal of existing kitchen fixtures and fittings, including floor and wall tiles, electrical appliances and fittings, plumbing fittings, bulkhead, splashback and joinery;
- (h) installation of new kitchen fixtures and fittings including new plumbing, electrical and exhaust ventilation connections and all works incidental thereto in accordance with the provisions of the Building Code of Australia;

Laundry

- (i) the removal of all existing laundry fixtures and fittings including floor and wall tiles, laundry tub and tap ware;
- (j) the installation of new laundry fixtures and fittings including new wall and floor tiles, tub, tap ware and cabinetry;
- (k) all plumbing works incidental thereto;
- (l) all electrical works incidental;

Bathrooms

- (m) removal of existing fixtures and fittings in the bathrooms including floor and wall tiles, water proof membranes, bath, vanities, toilets, shower screens, taps and roses;

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- (n) new grated drainage and floor waste(s) to drainage systems, new tiles and laying of waterproof membrane;
- (o) new plumbing connections as required and all incidental works thereto;
- (p) installation of new shower screens, shower roses, rails and taps;
- (q) installation of new cabinetry, including; shaving cabinets with recessed LED lights, new vanities, new linen closets and new shelving;
- (r) installation of new lighting, including new down lights and an IP rated down light above the shower; and
and all incidental works thereto.

2. This by-law to prevail

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

3. Definitions

For the purposes of this by-law:

"Act" means the Strata Schemes Management Act 1996;

"Authority" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the council;

"Building" means the building situated at 95/21-23 Norton Street, Leichhardt "Council" means Leichhardt Council;

"Lot" means Lot 95 in strata plan 60918; "Owner" means the owner(s) of the Lot;

"Owners Corporation" means the owners corporation constituted by the registration of strata plan 60918;

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

"Works" means and includes all of the building works described in clause 1.

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

4. Interpretation

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

- (a) the singular includes plural and vice versa;
- (b) any terms in the by-law will have the same meaning as those defined in Act;
- (c) references to legislation include references to amending and replacing legislation; and
- (d) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees.

5. Conditions

5.1 Prior to Undertaking the Works

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Prior to undertaking the Works the Owner must obtain and, upon the request of the Owner's Corporation, provide to the Owners Corporation:

- (a) details of the Works to be carried out;
- (b) the names and address of the licensed contractor(s) performing the Works;
- (c) a certificate of currency of the insurance policy or policies of the contractor(s) carrying out the Works which is effected with a reputable insurance company and includes coverage for:
 - i. contractor's risk insurance incorporating public liability insurance in an amount of not less than \$5,000,000;
 - ii. any insurance required in respect of the Works under Section 92 of the Home Building Act 1989; and
 - iii. workers' compensation in accordance with applicable legislation;

5.2 Performance of the Works

In carrying out the Works, the Owners must:

- (a) use duly licenced contractors and/or agents to conduct the Works;
- (b) ensure that the Works are carried out in a good and workmanlike manner in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards and the requirement of any authority;
- (c) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (d) only perform the Works between 7:00am and 6:00pm Monday to Friday and 8:00am to 1:00pm on Saturdays (excluding public holidays).

5.3 Maintenance of the Works

The owner shall be responsible for the maintenance of the Works.

Special By-law No. 18 - Lot 42 Works

A by-law with respect to lot 42 works

1. Approval of work

1.1 Work

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

1.2 Exclusive use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

1.3 Building Works

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

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- (a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- (b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

1.5 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- (b) in any other case, to the extent otherwise required by law.

1.6 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area, except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

1.7 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

1.8 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

2. Methods and procedures

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2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consent

On written demand of a person granted a right hereunder, the owners corporation must provide its consent as may be required by any Authority in connection with an exercise by that person of that right, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - (i) as reasonably determined from time to time by the owners corporation; or
 - (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.4 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and

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- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

2.7 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
 - (i) in accordance with any applicable law and any other applicable requirement hereof; and

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- (ii) in a proper and workmanlike manner and exercising due care and skill.

Note. If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.

2.9 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof;
and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

2.10 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
 - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
 - (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.

2.12 Alteration of building affecting lot boundary

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An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

3. Definitions and interpretation

3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

3.2 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

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- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means lot 42 in the strata scheme bearing folio identifier 42/SP60918;

Authorised Owner means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

Building Works has the meaning given to it in the Building Works Conditions;

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
 - (i) only accessible from within that premises; or
 - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

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- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

owner means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

Permitted Work means Building Works as set out in the Scope of Works.

Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

Scope of Works means the Scope of Works in Annexure B;

strata plan means strata plan number 60918; and

strata scheme means the strata scheme relating to the strata plan.

Annexure A Building Works Conditions

1. Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;

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- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Connection to services

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

1.3 Cleanliness, protection and rectification

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

1.4 Bond

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

1.5 Plans and specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

1.6 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$5,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

1.7 Ownership of works

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Building Works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

1.8 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Building Works means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied;

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time.

you means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

your has a corresponding meaning to You.

Annexure B Scope of Works

1. Scope of Works

1.1 Bathroom

Renovation of the bathroom of the Authorised Lot including:

- (a) removal of toilet suite and vanity basin;
- (b) installation of new toilet suite and vanity basin;
- (c) removal of floor and wall tiling;
- (d) installation of new floor and wall tiling including waterproofing works; and
- (e) plumbing works as necessary.

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Special By-law No. 19 - Renovations (Lot 148)

1. Introduction

This by-law gives the owner of lot 148 special privileges to carry out and retain works on the lot and common property and exclusive use and enjoyment of the common property occupied by the works on certain conditions.

2. Definitions

In this by-law:

"**information brochure**" means the information brochure attached to this by-law,

"**lot**" means lot 148 in Strata Plan No. 60918,

"**owner**" means the owner for the time being of the lot (being the current owner and all successors),

"**plans**" means the plans of Mitchell Partners Architects including drawings A01, A02 and A04, copies of which are attached to this by-law,

"**scope of works**" means the scope of works attached to this by-law, and

"**works**" means the alterations and additions to the lot and the adjacent common property described and shown in the information brochure, plans and scope of works.

3. Works Authorisation, Special Privileges & Exclusive Use Rights

The owners corporation:

- (a) authorises the works,
- (b) confers on the owner special privileges in respect of the common property to be occupied by the works to permit the works to remain on that common property, and
- (c) grants the owner a right of exclusive use and enjoyment of the common property to be occupied by the works,

upon and subject to the conditions set out in this by-law.

4. The Conditions

4.1 Before the Works

(a) Planning Approvals

Before commencing the works, the owner must, if required by law, obtain a complying development certificate for the works, or development consent for the works from the Local Council, under the Environmental Planning and Assessment Act 1979 and give the owners corporation a complete copy of the certificate or consent including all conditions of consent.

(b) Insurance Certificates

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Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation.

(c) Costs of this By-Law

Before commencing the works, the owner must pay all reasonable costs of the owners corporation incurred in connection with the preparation, reviewing, passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the owner.

4.2 During the Works

(a) Quality of the Works

The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) Licensed Contractors

All contractors engaged on the works must be appropriately qualified and licensed under the Home Building Act 1989.

(c) Specifications for the Works

The owner must ensure that the works are carried out and completed in accordance with the plans, scope of works and any other specifications for them. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

(d) Time for Completion of the Works

The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.

(e) Work Hours

The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am - 5.00pm on Monday - Friday.

(f) Noise and Disturbance

The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

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(g) Location of the Works

The works must be installed entirely on the lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot,

(h) Transportation of Construction Equipment

The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.

(i) Debris

The owner must ensure that any debris associated with the works is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

(j) Protection of Building

The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.

(k) Daily Cleaning

The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.

(l) Storage of Building Materials on Common Property

The owner must make sure that no building materials are stored on the common property.

(m) Times for Operation of Noisy Equipment

The owner must make sure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building. The owner must only operate noisy equipment between 8.00am - 5.00pm on Monday - Friday.

(n) Vehicles

The owner must ensure that no contractor's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary.

(o) Right of Access

The owner must give the owners corporation's nominated representatives access to inspect the works within 48 hours of any request by the owners corporation.

(p) Cost of the Works

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The owner must pay all costs associated with the works.

4.3 After the Works

(a) Completion Notice

As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed.

(b) Restoration of Common Property

As soon as practicable after completion of the works, the owner must restore all, Other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

4.4 Enduring Obligations

(a) Maintenance of the Works

The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.

(b) Maintenance of the Common Property

The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

(c) Repair of Damage

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.

(d) Appearance of the Works

Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance of the rest of the building.

(e) Noise & Disturbance

The owner must ensure that the air-conditioner does not create noise or generate vibrations or heat that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of a person lawfully using common property or cause damage to a lot or common property including any plants, garden or lawn.

(f) Indemnity

The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or

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brought or made against the owners corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

(g) Compliance with all Laws

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

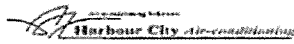
5. Breach of this By-Law

- (a)** If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:
- (i)** rectify that breach,
 - (ii)** enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 2015 for the purpose of rectifying that breach, and
 - (iii)** recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.
- (b)** Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

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Information Brochure:

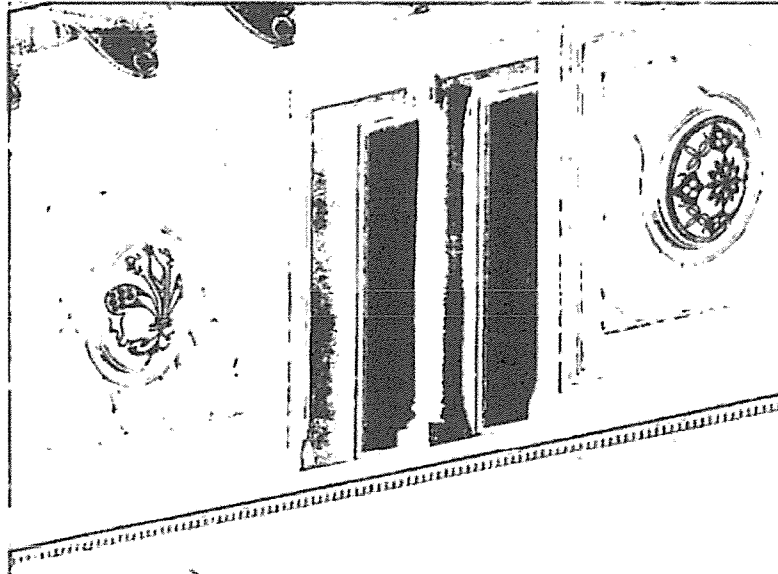


PRESENTS

 **innova ..2.0**

THE AIR-CONDITIONING SOLUTION

MADE IN ITALY



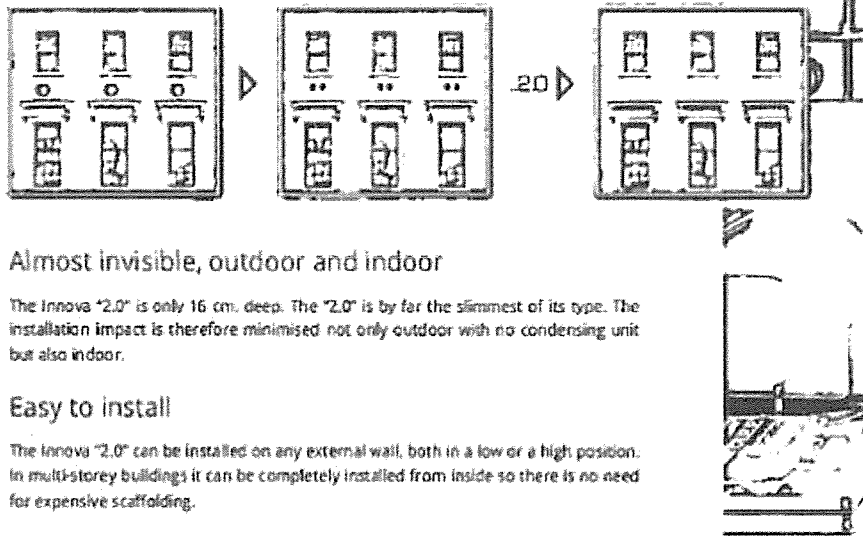
NO CONDENSER - NO OUTDOOR UNITS

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CONDITIONS & PROVISIONS
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2.0: A SIGNIFICANT STEP FORWARD IN REDUCING THE IMPACT OF OUTDOOR AIRCONDITIONING UNITS

Air Conditioning installations often require the use of external condensing units. Now, Icap introduces the new INNOVA "2.0", a European style approach to air conditioning without an outdoor unit.



Almost invisible, outdoor and indoor

The Innova "2.0" is only 16 cm. deep. The "2.0" is by far the slimmest of its type. The installation impact is therefore minimised not only outdoor with no condensing unit but also indoor.

Easy to install

The Innova "2.0" can be installed on any external wall, both in a low or a high position. In multi-storey buildings it can be completely installed from inside so there is no need for expensive scaffolding.

"Cooling Only" and "Heat Pump" in the same version

The Innova "2.0" is manufactured in a cooling and heating model only and requires a drainpipe to drain away the condensate. The "heating function" can be deactivated so the unit will perform in "cooling only". In the cooling only mode no condensate drainage is required.

MADE IN ITALY

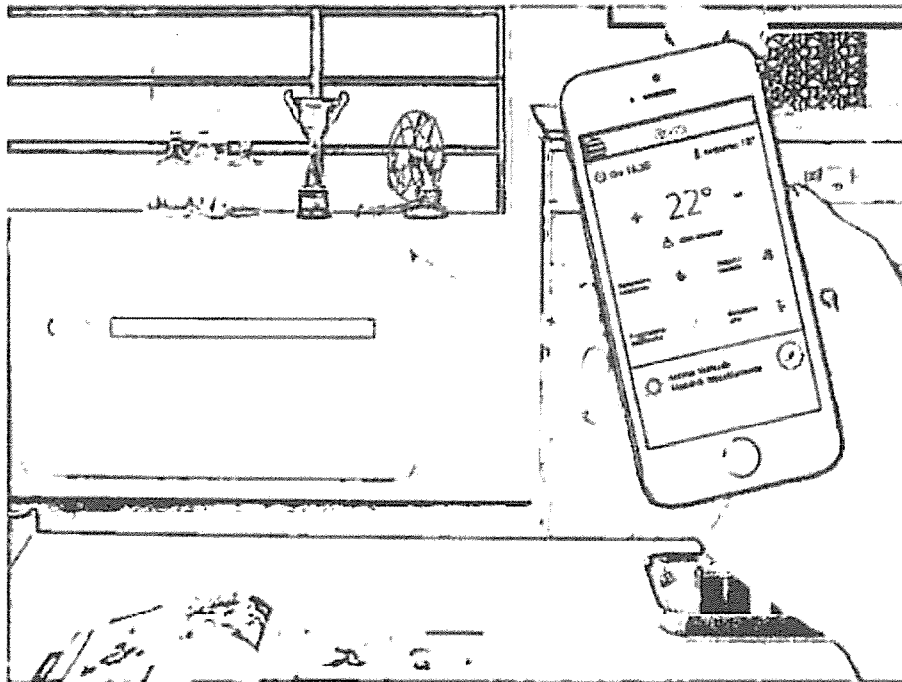
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 innova

..2.0

Control your Innova air conditioner with Web InnovAPP "2.0"



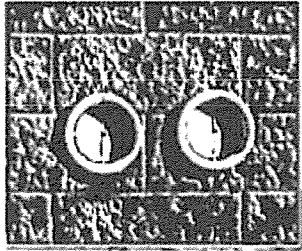
The new APP by Innova (for iOS, Android and Windows) can be downloaded free of charge and allows the use of a smartphone or a tablet as a remote control for the air conditioner.

The Innova "2.0" can be programmed and managed from a remote location and in the case of multiple installations (such as in hotels and offices), all units installed can be managed by the same smartphone. An easy and effective way to create a Building Automation System!

MADE IN ITALY

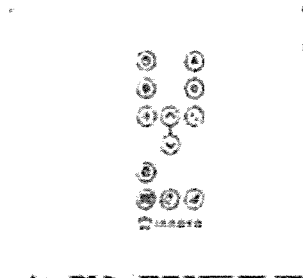
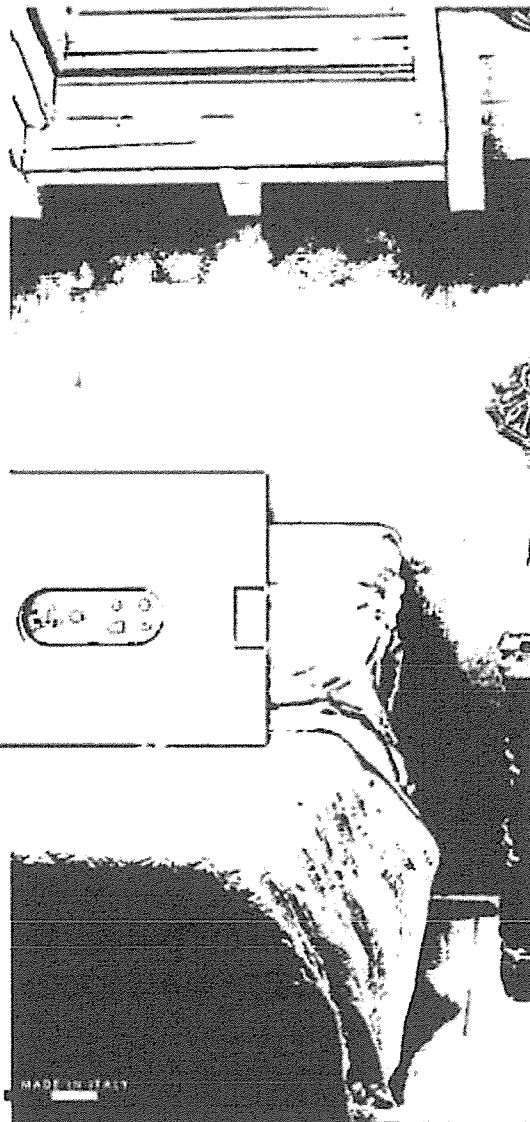
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Self folding outdoor grilles

The Innova "2.0" has self-folding grilles that open when "2.0" is turned on and they close when "2.0" is turned off. The grilles are activated by the outside in and out airflow through the unit. When the air conditioner is turned off and the grilles have closed there is no intrusion of dust, noise or insects... meaning less maintenance.



Factory standard controls.

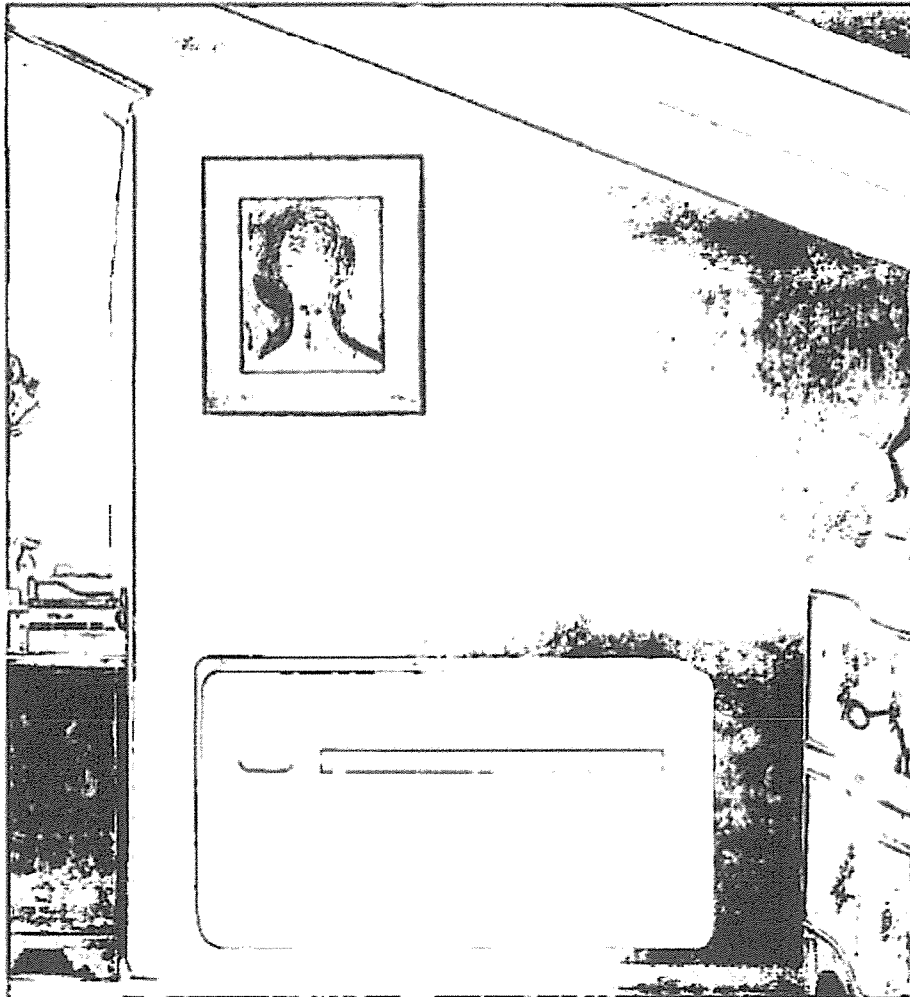
The Innova "2.0" can be controlled by both a remote control and on board panel. The remote control and the on board control panel allows the unit to be set to all possible functions, including a "lock" position to avoid incorrect use of the air conditioner.

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 **innova**

..2.0



2.0 has been designed and manufactured in Italy.

MADE IN ITALY

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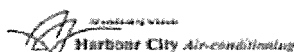


TECHNICAL FEATURES

		12 HP DC Inverter
Cooling capacity (1)	kW	2.35
Maximum Cooling Capacity - Boost Mode	kW	3.1
Heating capacity (2)	kW	2.36
Dual Power Maximum Heating Capacity - Boost Mode	kW	3.05
Minimum heating capacity	kW	0.8
Power input in cooling (1)	W	730
Power input in heating (2)	W	720
Dehumidification capacity	l/h	1.1
Power feed	V-F-Hz	230-1-50
EER	W/W	3.22
COP	W/W	3.28
Fan speeds in/out	Nr.	3
Air flow max inside/outside	m ³ /h	400/480
Air flow min. inside/outside	m ³ /h	270/340
Dimensions (WxHxD)	mm	1030x555x165
Weight	Kg	48.5
Noise level min (3)	dB (A)	37
Noise level max (3)	dB (A)	41
Diameter of wall holes	mm	162
Interaxis distance of wall holes	mm	293
Refrigerant gas		R-410A

Max work conditions	Testing criteria	Temp. in	Temp. out
Min. Temp. in cooling (in/out, DB)	Cooling (1)	DB 27°C - WB 19°C	DB 35°C - WB 24°C
Max Temp. in cooling (in/out, DB)	Heating (2)	DB 20°C - WB 15°C	DB 7°C - WB 6°C
Min. Temp. in heating (in/out, DB)			
Max Temp. in heating (in/out, DB)			

MEPS CERTIFICATION No.: AAC1953



Harbour City Air Conditioning
 Building 5, 44 Francis Forest Road
 Francis Forest, NSW, Australia, 2086
 Ph: 1300 782 763
 Email: sales@harbourcityair.com.au
 Website: www.harbourcityair.com.au

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INTERNAL ALTERATIONS at APARTMENT 148 ITALIAN FORUM

SCOPE OF BUILDING WORK

KITCHEN	New cabinetry, appliances and fixtures. Removal of wall and floor tiles New appliances: Electric oven and cooktop. Recirculating range hood. Services: Electrical Altered power outlets. New lighting. Plumbing New hot, cold water lines Drainage New line above floor from sink to existing connection at stack.
LAUNDRY	Remove fixtures. Strip walls and floor tiles. Maintain existing drainage outlets Graded cement topping to existing outlets. New floor and wall tiles, full height.
BATHROOM	Remove fixtures. Strip walls and floor tiles. Removal and replacement of ceiling lining. New waterproofing complying with BCA. Maintain existing drainage outlets. Graded cement topping to existing outlets. New floor and wall tiles, full height. New basin, toilet suite, shower fittings. New shower screen and wall cabinetry. Adjusted power and lighting outlets.
WATER HEATER BEDROOM	Replacement of storage water heater. New wardrobe and fixed cabinetry. Services: Electrical Altered power outlets. New lighting.
ELECTRICAL SERVICES	Current electrical loading will not increase.
FLOOR COVERING	Refer other application.
AIR CONDITIONING	Refer other application.

GENERAL COMPLIANCE REQUIREMENTS

GENERAL COMPLIANCE	Comply with Strata Plan 60918 By-Laws.
HOURS OF OPERATION	Work only between: 7.30am and 4.30pm weekdays.
CODE COMPLIANCE	All materials and workmanship will comply with Building Code of Australia and relevant Australian standards.
CERTIFICATION and WARRANTIES	Prior to completion, provide certificates for: Shower screen and mirrors, Glass splash panels. Water heater installation.
VEHICLE ACCESS	Waterproofing product and installation Vehicle access for parking, loading and unloading purposes is available only to the Unit 148 allotted parking space. Parking is not available in visitor spaces or on common property. Give 48 hours notice to the building Manager and obey direction when moving materials in and out of the building.
MATERIALS STORAGE RUBBISH REMOVAL	No storage is available in the allotted parking space or elsewhere on common property. Remove all building refuse from the Unit on a daily basis. Maintain paths of access in a clean state.

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INTERNAL ALTERATIONS at APARTMENT 148 ITALIAN FORUM

REPLACEMENT OF FLOORING

KITCHEN, LOUNGE, HALL AND BEDROOM

SELECTED FLOORING *Big River* or similar approved timber pre-finished engineered flooring.
Hardwood complying with Australian Forestry Standard AFS certified.
Board dimensions 133 x 15mm x 2200mm
Substrate Engineered plywood core
Joining system Tongue and groove
Face veneer 4mm Australian hardwood
Finish UV cured coating

ACOUSTIC UNDERLAY *Damtec Whisper* 4mm thick or similar sound proofing acoustic underlay
Compliance with Strata Plan SP60918 By-law Part 5.4 *Floor Coverings* and Part 6 *Building work*
Impact sound improvement index: Δ Lw:4mm =20dB with 8mm laminate
(DIN 52210/ISO 140-8)
Flammability rating: B2 (DIN 4102 Pt 1 1998-05)
BCA Part 5 'Deemed-to-satisfy' provisions: impact sound insulation for floors Ln,w+Ci not more than 62.

GENERAL COMPLIANCE REQUIREMENTS

GENERAL COMPLIANCE Comply with Strata Plan 60918 By-Laws.
HOURS OF OPERATION Work only between:
7.30am and 4.30pm weekdays.

CODE COMPLIANCE All materials and workmanship will comply with Building Code of Australia and relevant Australian standards.

VEHICLE ACCESS Vehicle access for parking, loading and unloading purposes is available only to the Unit 148 allotted parking space. Parking is not available in visitor spaces or on common property. Give 48 hours notice to the building Manager and obey direction when moving materials in and out of the building.

MATERIALS STORAGE No storage is available in the allotted parking
RUBBISH REMOVAL space or elsewhere on common property. Remove all building refuse from the Unit on a daily basis. Maintain paths of access in a clean state.

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS
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INTERNAL ALTERATIONS at APARTMENT 148 ITALIAN FORUM

INSTALLATION OF AIR CONDITIONING UNITS

LIVING AREA AND BEDROOM

SELECTED SYSTEM	INNOVA 2.0 self-contained reverse cycle wall-mount Internal units (2) without external condensers as shown in drawing and data sheet.
SCOPE OF WORK	Provision of all work by licensed trades people: Electrical: New 10amp power outlets. Plumbing: Condensate line to existing floor outlet in Laundry cabinet. Wall penetrations: 2 x 160mm dia drilled air inlet holes per unit. Self-folding grilles. Installed from inside.

GENERAL COMPLIANCE REQUIREMENTS

GENERAL COMPLIANCE	Comply with Strata Plan 60918 By-Laws.
HOURS OF OPERATION	Work only between: 7.30am and 4.30pm weekdays.
CODE COMPLIANCE	All materials and workmanship will comply with Building Code of Australia and relevant Australian standards.
VEHICLE ACCESS	Vehicle access for parking, loading and unloading purposes is available only to the Unit 148 allotted parking space. Parking is not available in visitor spaces or on common property. Give 48 hours notice to the building Manager and obey direction when moving materials in and out of the building.
MATERIALS STORAGE RUBBISH REMOVAL	No storage is available in the allotted parking space or elsewhere on common property. Remove all building refuse from the Unit on a daily basis. Maintain paths of access in a clean state.

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS
 CONDITIONS & PROVISIONS
 THE OWNERS – STRATA PLAN NO 60918



SECTION	DATE	BY
1	12/11/2018	DL
2	12/11/2018	DL
3	12/11/2018	DL
4	12/11/2018	DL
5	12/11/2018	DL
6	12/11/2018	DL
7	12/11/2018	DL
8	12/11/2018	DL
9	12/11/2018	DL
10	12/11/2018	DL
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1. A copy of the original contract of sale for the lot is attached to this document and is available for inspection at the office of the Registrar-General.

2. The lot is situated in the strata plan and is bounded by the common property of the strata plan.

3. The lot is situated in the strata plan and is bounded by the common property of the strata plan.

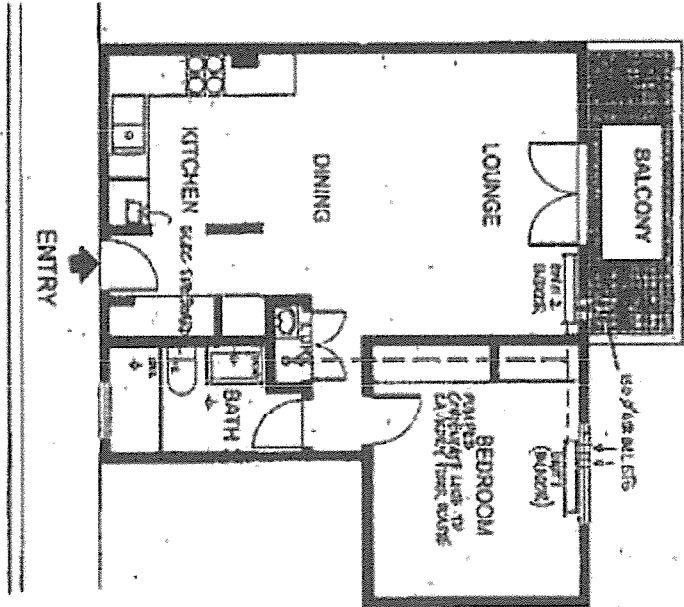
4. The lot is situated in the strata plan and is bounded by the common property of the strata plan.

GENERAL COMPLAINTS PROCEDURE
 The Owners shall have the right to bring a complaint against a lot owner or occupier of a lot who is in breach of the by-laws or the conditions and provisions of this strata plan. The complaint shall be made in writing to the strata manager and shall specify the nature of the complaint and the relief sought. The strata manager shall investigate the complaint and shall report to the Owners within 14 days of the date of the complaint. The Owners may then decide to take action against the lot owner or occupier.

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Special By-law No. 20 - Air Conditioning Lot 107

A by-law with respect to air-conditioning.

1. Approval of work

1.1 Work

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

1.2 Exclusive use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

1.3 Building Works

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- (a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- (b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

1.5 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- (b) in any other case, to the extent otherwise required by law.

1.6 Indemnity

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The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area, except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

1.7 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

1.8 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

2. Methods and procedures

2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consent

On written demand of a person granted a right hereunder, the owners corporation must provide its consent as may be required by any Authority in connection with an exercise by that person of that right, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:

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- (i) as reasonably determined from time to time by the owners corporation; or
- (ii) in the absence of such a determination, the amount of \$500;

- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.4 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

2.7 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

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- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
 - (i) in accordance with any applicable law and any other applicable requirement hereof; and
 - (ii) in a proper and workmanlike manner and exercising due care and skill.

Note. If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.

2.9 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

2.10 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
 - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.

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- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
- (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.

2.12 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

3. Definitions and interpretation

3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

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3.2 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means lot 107 in the strata scheme bearing folio identifier 107/SP60918;

Authorised Owner means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

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Building Works Conditions means the provisions of Annexure A;

Building Works has the meaning given to it in the Building Works Conditions; common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
 - (i) only accessible from within that premises; or
 - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

owner means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

Permitted Work means Building Works as set out in the Scope of Works.

Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

Scope of Works means the Scope of Works in Annexure B;

strata plan means strata plan number 60918; and

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strata scheme means the strata scheme relating to the strata plan.

Annexure A Building Works Conditions

1. Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Connection to services

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

1.3 Cleanliness, protection and rectification

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

1.4 Bond

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You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

1.5 Plans and specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

1.6 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$5,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

1.7 Ownership of works

Building Works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

1.8 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Building Works means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied;

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time.

you means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

your has a corresponding meaning to You.

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Special By-law No. 21 - Minor Renovations

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out minor renovations to a common area in the building in connection with your apartment.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) “**Act**” means the Strata Schemes Management Act 2015,
- (b) “**apartment**” means a lot in the strata scheme,
- (c) “**architectural standards**” means the architectural standards created by the building management committee under clause 14.9 of the strata management statement;
- (d) “**building**” means the building in the strata scheme in which your apartment is located,
- (e) “**building management committee**” means the building management committee constituted under clause 3.1 of the strata management statement,
- (f) “**common area**” means the common property in the strata scheme,
- (g) “**minor renovations**” means any work to a common area in the building in connection with your apartment for the following purposes:
 - (i) renovating a kitchen,
 - (ii) renovating a bathroom in a manner that does not involve waterproofing,
 - (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
 - (iv) changing recessed light fittings,
 - (v) installing or replacing wiring or cabling or power or access points,
 - (vi) installing or replacing pipes and ducts,
 - (vii) work involving reconfiguring walls in a manner that does not involve structural changes,
 - (viii) installing a rainwater tank,
 - (ix) installing a clothesline,
 - (x) installing double or triple glazed windows,
 - (xi) installing a heat pump or hot water service,
 - (xii) installing ceiling insulation,
 - (xiii) installing an aerial or antenna,
 - (xiv) installing a satellite dish with a diameter no greater than 1.5 metres,
 - (xv) installing a skylight, whirlybird, ventilation or exhaust fan in a roof directly above your

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apartment, but cannot include non-minor renovations,

- (h) **“non-minor renovations”** means:
- (i) work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
 - (ii) work involving structural changes,
 - (iii) work that changes the external appearance of a lot, including the installation of an external access ramp,
 - (iv) work involving waterproofing,
 - (v) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979,
 - (vi) work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,
- (i) **“strata management statement”** means the strata management statement for Italian Forum,
- (j) **“strata scheme”** means the strata scheme to which this by-law applies, and
- (k) **“you”** means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law, and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Minor Renovations Approval Process

3.1 Minor Renovations Require Approval

You may carry out, or permit another person to carry out on your behalf, minor renovations with the approval of the owners corporation or strata committee.

3.2 The Approval Process

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- 3.2.1** If you wish to carry out minor renovations you must make an application to the owners corporation in order to seek its approval of the minor renovations.
- 3.2.2** The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.
- 3.2.3** Your application must contain:
- (a) your name, address and telephone number,
 - (b) your apartment and lot number,
 - (c) details of the minor renovations,
 - (d) drawings, plans and specifications for the minor renovations,
 - (e) an estimate of the duration and times of the minor renovations,
 - (f) details of the persons carrying out the minor renovations including the name, licence number, qualifications and telephone number of those persons,
 - (g) details of arrangements to manage any resulting rubbish or debris arising from the minor renovations.
- 3.2.4** The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.
- 3.2.5** The owners corporation may engage a consultant to assist it review your application.
- 3.2.6** The owners corporation may:
- (a) approve your application either with or without conditions, or
 - (b) withhold approval of your application (but it must not act unreasonably when doing so).
- 3.2.7** You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Minor Renovations

4.1 Before the Minor Renovations

- 4.1.1** Before commencing the minor renovations, you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the minor renovations and the estimated end date of the minor renovations,

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(b) Approval of Building Management Committee

if required by the strata management statement, obtain the consent of the building management committee to the minor renovations,

(c) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the minor renovations holds a current:

- (i) licence,
- (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- (iii) workers compensation insurance policy (if required by law), and
- (iv) home building compensation fund insurance policy under the Home Building Act 1989 for the minor renovations (if required by law),

(d) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the minor renovations do not involve structural changes,

(e) Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(f) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000 or such other amount determined from time to time by the owners corporation,

(g) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for minor renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the minor renovations and if you have already begun the minor renovations you must immediately stop them.

4.2 During the Minor renovations

During the minor renovations you must:

(a) Standard of Workmanship

ensure the minor renovations are carried out in a competent and proper manner by appropriately

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qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Minor Renovations

make certain the minor renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Minor Renovations

make sure the minor renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Minor Renovations

ensure that the minor renovations are only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours' notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Minor Renovations

ensure the minor renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Noise During Minor Renovations

ensure the minor renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(h) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(i) Debris

ensure that any debris and rubbish associated with or generated by the minor renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(j) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

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(k) Protection of Building

protect all areas of the building outside your apartment which are affected by the minor renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the minor renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(l) Daily Cleaning

clean any part of the common areas affected by the minor renovations on a daily basis and keep all of those common areas clean, neat and tidy during the minor renovations,

(m) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(n) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the minor renovations on reasonable notice,

(o) Vehicles

ensure that no contractor's vehicles obstruct the common areas including the driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(p) Security

ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the minor renovations,

(q) Variation to Minor Renovations

not vary the minor renovations without obtaining the written approval of the owners corporation or strata committee,

(r) Costs of Minor renovations

pay all costs associated with the minor renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the minor renovations.

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4.3 After the Minor Renovations

After the minor renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the minor renovations have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the minor renovations on reasonable notice,

(c) Restore the Common Areas

restore all common areas damaged by the minor renovations as nearly as possible to the state which they were in immediately prior to commencement of the minor renovations,

(d) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the minor renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

4.4 Enduring Obligations

You must:

(a) Maintenance of Minor Renovations

properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,

(b) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the minor renovations in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the minor renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the minor renovations or the altered state or use of any of the common areas arising from the minor renovations or your breach of this by-law,

(e) Insurance

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if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the minor renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the minor renovations or repair any damage to the building caused by the minor renovations,

(f) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the minor renovations and the requirements of the local council concerning the minor renovations.

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a)** repairing any damage caused to a common area or any other apartment during or as a result of the minor renovations, or
- (b)** cleaning any part of the common area as a result of the minor renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the minor renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a)** rectify the breach,
- (b)** enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c)** recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Approvals

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

8. Specification of Additional Minor Renovations

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

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9. Excluded Minor Renovations

9.1 Despite any other provision of this by-law, this by-law does not apply to any of the following work:

- (a) removing any carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- (b) installing or replacing wood or other hard floors,
- (c) installing a reverse cycle split system air conditioner or a ducted air conditioning system.

9.2 To avoid doubt, the following by-laws apply to the work set out in clause 9.1 above:

- (a) Special By-Law No. 12 - hard surface flooring permitted only with approval in relation to:
 - (i) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - (ii) installing or replacing wood or other hard floors,
- (b) Special By-Law No. 7 - Air Conditioning Unit Installation in relation to installing a reverse cycle split system air conditioner or a ducted air conditioning system.

10. Decision of Owners Corporation not to Maintain Minor Renovations

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

Special By-law No. 22 - Major Renovations

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out major renovations to a common area in the building in connection with your apartment or to your apartment.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "Act" means the Strata Schemes Management Act 2015,
- (b) "apartment" means a lot in the strata scheme,
- (c) "architectural standards" means the architectural standards created by the building management committee under clause 14.9 of the strata management statement;
- (d) "annexure" means the annexure to this by-law,

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- (e) **"building"** means the building in the strata scheme in which your apartment is located,
- (f) **"building management committee"** means the building management committee constituted under clause 3.1 of the strata management statement,
- (g) **"common area"** means the common property in the strata scheme,
- (h) **"cosmetic work"** means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (i) **"major renovations"** means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
 - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,
 - (ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, pergola or vergola or installation of a new window in a boundary wall of your apartment,
 - (iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
 - (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979,but cannot include cosmetic work or minor renovations,
- (j) **"minor renovations"** means minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
- (k) **"strata management statement"** means the strata management statement for Italian Forum,
- (l) **"strata scheme"** means the strata scheme to which this by-law applies, and
- (m) **"you"** means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,

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- (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law, and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Major Renovations Approval Process

3.1 Major Renovations Require Approval

You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.

3.2 The Approval Process

3.2.1 If you wish to carry out major renovations you must make an application to the owners corporation in order to seek its approval of the major renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

- (a) your name, address and telephone number,
- (b) your apartment and lot number,
- (c) details of the major renovations,
- (d) drawings, plans and specifications for the major renovations,
- (e) an estimate of the duration and times of the major renovations,
- (f) details of the persons carrying out the major renovations including the name, licence number, qualifications and telephone number of those persons,
- (g) details of arrangements to manage any resulting rubbish or debris arising from the major renovations.

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the major renovations will involve alterations or additions to a common area.

3.2.5 The owners corporation may request further information to supplement the information contained in your application including, but not limited to, a report from an architect certifying that the major renovations will comply with the architectural standards but it must not act unreasonably when doing so.

3.2.6 The owners corporation may engage a consultant to assist it review your application.

3.2.7 The owners corporation may:

- (a) approve your application either with or without conditions, or
- (b) withhold approval of your application (but it must not act unreasonably when doing so).

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3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Major Renovations

4.1 Before the Major Renovations

4.1.1 Before commencing the major renovations, you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations,

(b) Approval of Building Management Committee

if required by the strata management statement, obtain the consent of the building management committee to the major renovations,

(c) Local Council Approval

if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

(d) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the major renovations holds a current:

- (i)** licence,
- (ii)** all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- (iii)** workers compensation insurance policy, and
- (iv)** home building compensation fund insurance policy under the Home Building Act 1989 for the major renovations (if required by law),

(e) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the major renovations will not have a detrimental affect' on the structural integrity of the building or any part of it,

(f) Dilapidation Report

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if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(g) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

(h) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for major renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the major renovations and if you have already begun the major renovations you must immediately stop them.

4.2 During the Major renovations

During the major renovations you must:

(a) Standard of Workmanship

ensure the major renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Major Renovations

make certain the major renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Major Renovations

make sure the major renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Major Renovations

ensure that the major renovations are only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that at least 72 hours notice is given to the occupiers of

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the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Major Renovations

ensure the major renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Supervision of Major Renovations

ensure that the major renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

(h) Noise During Major Renovations

ensure the major renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(i) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(j) Debris

ensure that any debris and rubbish associated with or generated by the major renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(k) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(l) Protection of Building

protect all areas of the building outside your apartment which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(l) Building Integrity

keep all areas of the building affected by the major renovations structurally sound during the major renovations and make sure that any holes or penetrations made during the major renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

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(m) Daily Cleaning

clean any part of the common areas affected by the major renovations on a daily basis and keep all of those common areas clean, neat and tidy during the major renovations,

(n) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(o) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the major renovations on reasonable notice,

(p) Vehicles

ensure that no contractor's vehicles obstruct the common areas including the driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(r) Security

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the major renovations,

(s) Variation to Major Renovations

not vary the major renovations without obtaining the prior written approval of the owners corporation,

(t) Costs of Major renovations

pay all costs associated with the major renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the major renovations.

4.3 After the Major Renovations

After the major renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the major renovations have been completed,

(b) Access

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give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the minor renovations on reasonable notice,

(c) Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the major renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

(d) Restore the Common Areas

restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the major renovations,

(e) Engineer's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the major renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

(f) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the major renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

4.4 Enduring Obligations

You must:

(a) Maintenance of Major Renovations

properly maintain the major renovations to your apartment and keep them in a state of good and serviceable repair and, where necessary, renew or replace any part of those major renovations,

(b) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the major renovations in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the major renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(c) Indemnity

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indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the major renovations or the altered state or use of any of the common areas arising from the major renovations or your breach of this by-law,

(d) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the major renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the major renovations or repair any damage to the building caused by the major renovations,

(f) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the major renovations including the strata management statement and the requirements of the local council and the building management committee concerning the major renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a)** repairing any damage caused to a common area or any other apartment during or as a result of the major renovations, or
- (b)** cleaning any part of the common area as a result of the major renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the major renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a)** rectify the breach,
- (b)** enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c)** recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Common Property Rights By-Law

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- 7.1** Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.
- 7.2** Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

8. Excluded Major Renovations

8.1 Despite any other provision of this by-law, this by-law does not apply to any of the following work:

- (a)** removing any carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- (b)** installing or replacing wood or other hard floors,
- (c)** installing a reverse cycle split system air conditioner or a ducted air conditioning system;
- (d)** installing an awning on or over a balcony, and
- (e)** installing bi-fold "Timbercraft" shutters (60mm blades) to the double door openings that lead out onto courtyards.

8.2 To avoid doubt, the following by-laws apply to the work set out in clause 8.1 above:

- (a)** Special By-Law No. 12 - Hard Surface Flooring Permitted Only with Approval in relation to:
 - (i)** removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - (ii)** installing or replacing wood or other hard floors,
- (b)** Special By-Law No. 7 - Air Conditioning Unit Installation in relation to installing a reverse cycle split system air conditioner or a ducted air conditioning system,
- (c)** Special By-Law No. 3 - Power to Install Awnings - in relation to the installation of awnings on or above balconies,
- (d)** Special By-Law No. 4 - Power to Install Bi-Fold Shutters - in relation. to the installation of bi-fold "Timbercraft" shutters (60mm blades) to the double door openings that lead out onto courtyards.

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ANNEXURE

Motion and By-Law for Major Renovations

That the owners corporation specially resolves pursuant to sections 108 and 143 of the Strata Schemes Management Act 2015 to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

Special By-Law No. ... – Major Renovations and Building Works (Lot)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"**Lot**" means Lot in the Strata Scheme;

"**Owner**" means the owner for the time being of the Lot (being the current owner and all successors);

"**Plans**" means the plans/drawings prepared by and dated attached to this by-law;

"**Major Renovations**" means the alterations and additions to the Lot and common property described and shown in the Plans being ;

"**Major Renovations By-Law**" means Special By-Law No. 22 - Major Renovations as amended from time to time;

"**Strata Scheme**" means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

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4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By- Law.

Special By-law No. 23 - Flexi Hoses

1. Introduction

This by-law gives the owners corporation power to replace flexi hoses situated in the apartments on certain conditions.

2. Definitions

In this by-law:

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

"**apartment**" means a lot in the strata scheme,

"**building**" means the building in the strata scheme in which an apartment is located,

"**flexi hose**" means a flexi hose situated in an apartment which services that apartment,

"**strata scheme**" means the strata scheme to which this by-law applies, and

"**you**" means the owner or occupier of an apartment.

3. Power to Replace Flexi Hoses

The owners corporation shall have the following powers in addition to those that are conferred or imposed on the owners corporation by or under the Act:

- (a) the power to replace flexi hoses,
- (b) the power to engage and enter into contracts with contractors to replace flexi hoses,
- (c) the power to raise contributions to its capital works fund to raise the funds necessary to replace flexi hoses,
- (d) the power to use monies from its capital works fund to replace flexi hoses.

4. Power of Entry

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You must give the owners corporation access to your apartment when requested by the owners corporation (acting reasonably) to permit the owners corporation to replace any flexi hoses in your apartment.

Special By-law No. 24 – Flyscreens

1. Introduction

This by-law sets out the rules you must follow if you intend to install any flyscreens for your apartment.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "**Act**" means the Strata Schemes Management Act 2015,
- (b) "**apartment**" means a lot in the strata scheme,
- (c) "**architectural standards**" means the architectural standards created by the building management committee under clause 14.9 of the Strata Management Statement;
- (d) "**building**" means the building in the strata scheme in which your apartment is located,
- (e) "**building management committee**" means the Building Management Committee constituted under clause 3.1 of the Strata Management Statement,
- (f) "**common area**" means the common property in the strata scheme,
- (g) "**flyscreens**" means any flyscreens on the doors or windows of an apartment that:
 - (i) are removable,
 - (ii) have black mesh,
 - (iii) have frames that are the same or a substantially similar colour as the colour of the frames of the doors or windows on which they are installed,
 - (iv) do not interfere with the ability to open, close and use the doors or windows on which they are installed,
- (h) "**strata management statement**" means the Strata Management Statement for Italian Forum,
- (i) "**strata scheme**" means the strata scheme to which this by-law applies, and
- (j) "**you**" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

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- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law, and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Approval for Flyscreens

You may install one or more flyscreens in connection with your apartment on the conditions of this by-law.

4. Conditions for Flyscreens

4.1 Before the Flyscreens

4.1.1 Before installing any flyscreens, you must:

(a) **Prior Notice**

give the owners corporation at least 14 days' written notice. Your written notice must include:

- (i) your name, address and telephone number and your apartment and lot number,
- (ii) details of the flyscreens including the make, model and colour of the flyscreen frames and mesh,
- (iii) details of the location in which you intend to install the flyscreens,

(b) **Building Management Committee Approval**

obtain the consent of the building management committee to your flyscreens if required under the strata management statement,

(c) **Your Written Consent**

give the owners corporation your written consent to this by-law if you have not already done so,

(d) **Planning Approval**

if required by law, obtain a complying development certificate for or development consent of the local council to the flyscreens,

- 4.1.2 If you have not complied with or fulfilled any of the conditions set out in clause 4.1.1 you must not install the flyscreens and if you have already begun to install the flyscreens you must immediately stop installing them.

4.2 During the Installation of Flyscreens

During the installation of flyscreens you must:

(a) **Standard of Workmanship**

ensure the flyscreens are installed in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

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(b) Quality of Flyscreens

make certain the flyscreens are installed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Flyscreens Installation

make sure the flyscreens are installed with due diligence and that the installation is completed as soon as practicable from the date of commencement,

(d) Times for Flyscreens Installation

ensure that the flyscreens are only installed between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Noise During Flyscreens Installation

ensure your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area during the installation of the flyscreens,

(f) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(g) Cost of Flyscreens

pay all costs associated with the flyscreens.

4.3 Enduring Obligations

You must:

(a) Maintenance of Flyscreens

properly maintain the flyscreens and keep them in a state of good and serviceable repair and, where necessary, renew or replace any part of those flyscreens,

(b) Repair Damage

repair any damage caused to another apartment or the common areas by the flyscreens including the installation of them in a competent and proper manner,

(c) Architectural Standards

ensure the flyscreens comply with the architectural standards,

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(d) Appearance

ensure the flyscreens:

- (i) are removable,
- (ii) have black mesh,
- (iii) have frames that are the same or a substantially similar colour as the colour of the frames of the doors or windows on which they are installed,
- (iv) do not interfere with the ability to open, close and use the doors or windows on which they are installed,

(e) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the flyscreens or the altered state or use of any of the common areas arising from the flyscreens or your breach of this by-law,

(f) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the flyscreens including the strata management statement and the requirements of the local council and the building management committee concerning the flyscreens (for example, a notice or order issued by the local council).

5. Breach of this By-Law

5.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

6. Decision of Owners Corporation not to Maintain Minor Flyscreens

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any flyscreens; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such flyscreens, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

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Special By-law No. 25 - Window Coverings

1. Introduction

This by-law sets out the rules you must follow if you intend to install any window coverings for your apartment.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "**Act**" means the Strata Schemes Management Act 2015,
- (b) "**architectural standard**" means the architectural standard created by the building management committee under clause 14.9 of the Strata Management Statement;
- (c) "**apartment**" means a lot in the strata scheme,
- (d) "**building**" means the building in the strata scheme in which your apartment is located,
- (e) "**building management committee**" means the Building Management Committee constituted under clause 3.1 of the Strata Management Statement,
- (f) "**common area**" means the common property in the strata scheme,
- (g) "**strata scheme**" means the strata scheme to which this by-law applies,
- (h) "**strata management statement**" means the Strata Management Statement for Italian Forum,
- (i) "**window coverings**" means any blinds or curtains (on the doors or windows of an apartment) that are white in appearance when viewed from outside the apartment, and
- (j) "**you**" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law, and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Approval for Window Coverings

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You may install one or more window coverings in connection with your apartment on the conditions of this by-law.

4. Conditions for Window Coverings

4.1 Before the Window Coverings

4.1.1 Before installing any window coverings, you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include:

- (i) your name, address and telephone number and your apartment and lot number,
- (ii) details of the window coverings including the type (i.e. blinds or curtains) make, model and colour including the colour when viewed from outside the apartment,
- (iii) details of the location in which you intend to install the window coverings,

(b) Building Management Committee Approval

obtain the consent of the building management committee to your window coverings if required under the strata management statement,

(c) Your Written Consent

give the owners corporation your written consent to this by-law if you have not already done so,

(d) Planning Approval

if required by law, obtain a complying development certificate for or development consent of the local council to the window coverings,

4.1.2 If you have not complied with or fulfilled any of the conditions set out in clause 4.1.1 you must not install the window coverings and if you have already begun to install the window coverings you must immediately stop installing them.

4.2 During the Installation of Window Coverings

During the installation of window coverings you must:

(a) Standard of Workmanship

ensure the window coverings are installed in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Window coverings

make certain the window coverings are installed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

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(c) Time for Completion of Window Coverings Installation

make sure the window coverings are installed with due diligence and that the installation is completed as soon as practicable from the date of commencement,

(d) Times for Window Coverings Installation

ensure that the window coverings are only installed between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Noise During Window Coverings Installation

ensure your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area during the installation of the window coverings,

(f) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(g) Cost of Window Coverings

pay all costs associated with the Window Coverings.

4.3 Enduring Obligations

You must:

(a) Maintenance of Window Coverings

properly maintain the window coverings and keep them in a state of good and serviceable repair and, where necessary, renew or replace any part of those window coverings,

(b) Repair Damage

repair any damage caused to another apartment or the common areas by the window coverings including the installation of them in a competent and proper manner,

(c) Architectural Standards

ensure the window coverings comply with the architectural standards,

(c) Appearance

ensure the window coverings are white in appearance when viewed from outside the apartment,

(f) Indemnity

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indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the window coverings or the altered state or use of any of the common areas arising from the window coverings or your breach of this by-law,

(g) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the window coverings including the strata management statement and the requirements of the local council and the building management committee concerning the window coverings (for example, a notice or order issued by the local council).

5. Breach of this By-Law

5.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

6. Decision of Owners Corporation not to Maintain Minor Window Coverings

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any window coverings; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such window coverings, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

Special By-law No. 26 - Rubbish Disposal

An owner or occupier:

- (a) Must observe all rules made by the Owners Corporation relating to the disposal of rubbish;
- (b) Must without derogating from any other rules relating to the disposal of rubbish, contact the Building Manager with respect to the removal of any rubbish which by virtue of volume or any other characteristic, requires special or secure handling;
- (c) Must not deal with rubbish in any way which is inconsistent with this By-Law or any such rule and must not in particular store, deposit or dump rubbish within any Lot or on any portion of Common Property;

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Special By-law No. 27 - Costs of Owners Corporation

If an Owner or Occupier of a lot fails to comply with any of these By-Laws then in addition to the provision of By-Law 3.9(d), the Owners Corporation shall be entitled to add any costs incurred pursuant to By-Law 3.9, to the amount of the Levy payment next due with regard to the Lot in question and if necessary to recover such costs pursuant to the said By-Law 3.9.

Special By-law No. 28 - Major Renovations and Building Works (Lot 23)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"**Lot**" means Lot 23 in the Strata Scheme;

"**Owner**" means the owner for the time being of the Lot (being the current owner and all successors);

"**Plans**" means:

- the scope of works prepared by MG Property Builders and dated 30 July 2020 attached to this by-law,
- drawing A-SK-110-013 prepared by Rush and dated 17 June 2020 attached to this by-law,
- the drawing prepared by B Delprado, Engineer, and dated 29 July 2020 attached to this by-law,
- the hard flooring underlay specifications prepared by Dunlop attached to this by-law;

"**Major Renovations**" means the alterations and additions to the Lot and common property described and shown in the Plans being:

- removing and replacing the existing kitchen joinery, benchtop, sink and tap, cooktop/stove, oven and range hood,
- connecting the new fixtures and fittings in the kitchen to the existing electrical cables and plumbing servicing the kitchen,
- removing and replacing the existing engineered timber floating floorboards and acoustic underlay,
- removing the existing column and brick nib wall in the kitchen,

"**Major Renovations By-Law**" means Special By-Law No. 22 - Major Renovations as amended from time to time;

"**Strata Scheme**" means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;

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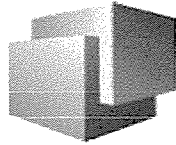
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

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MG PROPERTY BUILDERS
QUALITY HAS NO COMPROMISE

64 Pemberton St, Botany NSW 2019
T: + 61 2 9388 1476 F: + 62 2 9371 5931
M: 0414 353 889
E: admin@mgproperty.com.au
W: www.mgproperty.com.au
ACN: 130 403 122 ABN: 18 130 403 122
Builders Licence No.: 179067c

30 July 2020

Scope of works: MG1375

ATTN: Chris Dagn
chris@kfcroofing.com.au

Dear Chris,

Re: Unit 23, 23 Norton St, Leichhardt

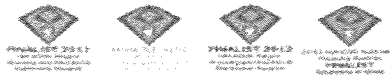
Scope of works

- Site establishment
- Make safe Electrical & Plumbing
- Remove kitchen joinery cabinets
- Remove timber flooring (floating)
- Remove brick rib wall
- Remove gyprock to ceiling for skylights
- Frame up as per Engineers detail and drawings
- Fit new skylights and fit appropriate flashings
- Line ceiling and set
- Sand setting ready for painting
- Lay new Dunlop acoustic rated floor underlay (see attached spec sheet)
- Lay new Engineered floating floorboards
- Install new kitchen joinery
- Install new kitchen benchtop
- Fit off appliances
- Fit off kitchen sink and connect plumbing
- Fit off electrical
- Paint unit throughout including ceilings, walls and timberwork
- Remove all associated rubbish during works and at completion
- All insurances including Homeowners Warranty (HBCF) insurance to be provided

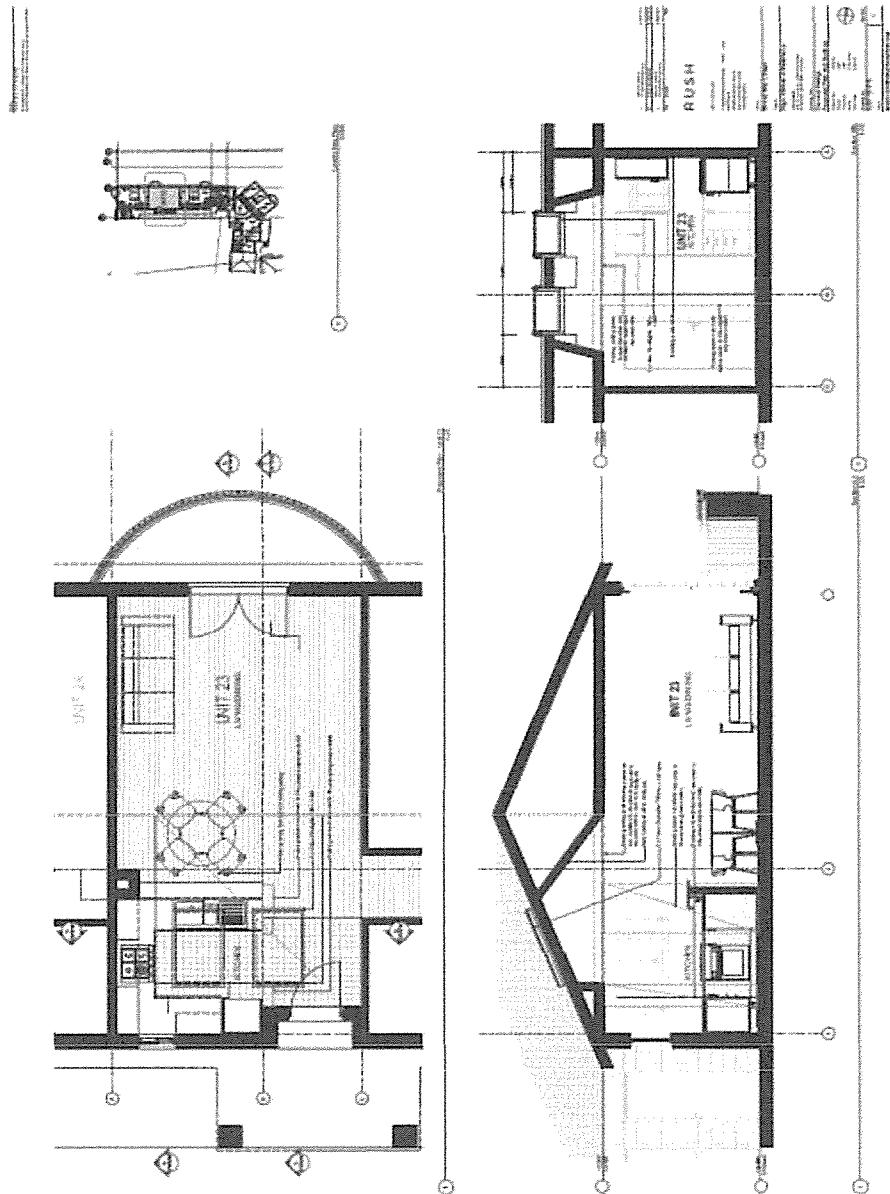
Should you have any further questions, please do not hesitate to call me on 0414 353 889.

Kind Regards,

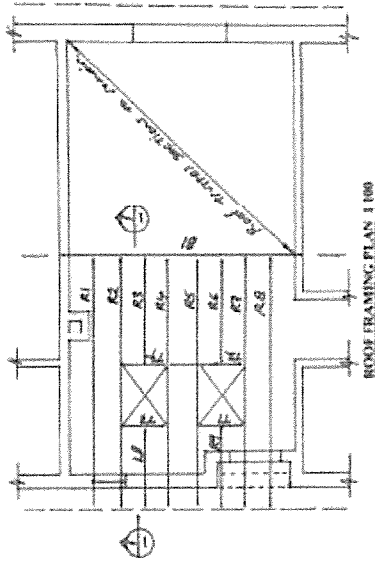
Gerard McGovern
Builder



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CONDITIONS & PROVISIONS
THE OWNERS – STRATA PLAN NO 60918



ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS
 CONDITIONS & PROVISIONS
 THE OWNERS – STRATA PLAN NO 60918

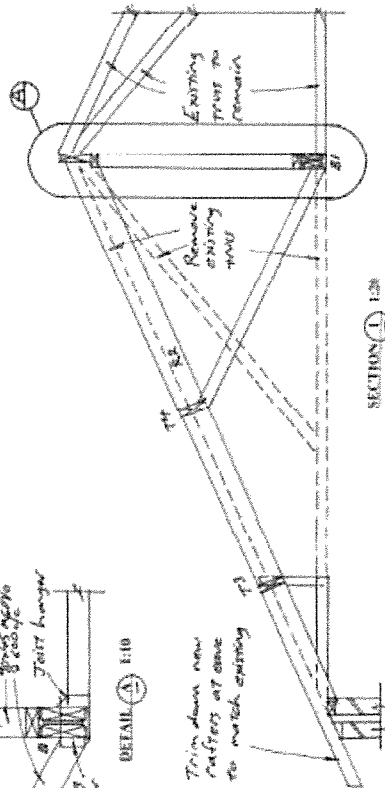
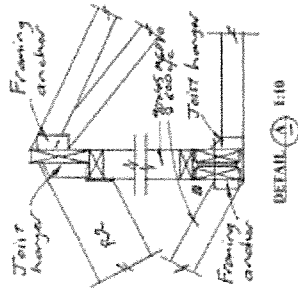



ROOF FRAMING MEMBER SCHEDULE	
Member Mark	Member Size
R1 to R8	150x150x6.0
R9	150x150x6.0
R10 to R11	150x150x6.0
R12 to R13	150x150x6.0
R14 to R15	150x150x6.0
R16 to R17	150x150x6.0
R18 to R19	150x150x6.0
R20 to R21	150x150x6.0

BOJ
 B DELPRADO
 B.Sc., B.E., M.Eng., M.B.E.I., M.E.R.
 3 Macquarie Avenue, Sydney
 Tel: 02 923 81 373

**PROPOSED ROOF ALTERATIONS TO
 UNIT 21, 23 NORTON ST, LEICHHARDT
 PLAN, NOTES, SCHEDULE & SECTIONS**
 Date: 20/12/25 | Sheet 201 of 1 | Job No: 2017 | 1/Scale

- NOTES**
1. Undertake all work in accordance with all relevant Australian Standards.
 2. Obtain Council, Engineer, and the H.C.
 3. Review all submissions to the Engineer for compliance.
 4. Design in accordance with the drawings.
 5. All work to be done in accordance with the drawings.
 6. See R1 on the drawings with using 20mm of structural steel.
 7. Cut all internal steelwork with a minimum of 40mm of zinc phosphate primer.



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Acoustic Performance

The underlayment is designed to reduce sound transmission between floors, thereby reducing the impact of noise and providing a more comfortable living environment.

The underlayment is designed to reduce sound transmission between floors, thereby reducing the impact of noise and providing a more comfortable living environment.


Product	Weight (kg/m ²)	NSI (dB)
Blueboard	4.1	61
Blueboard	4.1	61
Blueboard	4.1	61
Blueboard	4.1	61
Blueboard	4.1	61

Each floor is a... exceeding expectations.

Our Hard Flooring Underlay Features and Benefits

Feature	Benefit
Reduces noise	Quieter living environment
Protects floors	Prevents scratches and damage
Easy to install	Quick and simple installation
Wide range of options	Matches your flooring choice
Available in many colors	Matches your decor
Available in many thicknesses	Matches your floor type
Available in many colors	Matches your decor


Hard flooring underlay to fit your style and your budget.



For more information, visit our website or call our customer service team.

Phone: 1800 000 000 | www.dunlop.com.au

Small text: Dunlop is a registered trademark of Dunlop Group Limited.



Installation Guidelines


1. Prepare the subfloor...

2. Peel off the protective film...

3. Lay the underlayment...

4. Trim the underlayment...


5. Lay the flooring...



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Special By-law No. 29 - Keeping of Animals (added 7 June 2022)

Definitions and Interpretation

1. In this by-law:

- (a) **“Act”** means the Strata Schemes Management Act 2015;
- (b) **“Assistance Animal”** has the meaning attributed to that expression in the Disability Discrimination Act 1992 (Cth);
- (c) **“Breach Notice”** means a written notice from the strata committee to an owner or occupier providing details of a breach of this by-law, and includes a notice under Section 146 of the Act;
- (d) **“Existing Animal”** means a dog or cat kept in the strata scheme as at the day of registration of this by-law;
- (e) **“Permitted Animal”** means:
 - (i) a cat or dog approved by the strata committee under this by-law and referred to in a signed Pet Agreement; or,
 - (ii) a Small Pet;
- (f) **“Pet Agreement”** means the document attached to this by-law and marked with the letter “B”, as modified by the strata committee from time to time;
- (g) **“Pet Application”** means the document attached to this by-law and marked with the letter “A”, as modified by the strata committee from time to time;
- (h) **“Pet Eviction Notice”** means a written notice from the strata committee to an owner or occupier requiring the removal of an animal the subject of a Breach Notice within a specified time, and to keep the animal away from the strata scheme;
- (i) **“Small Pet”** means a budgerigar or similar sized bird, a hamster, fish kept in a secure aquarium of no more than 300 litres capacity, or a small amphibian of less than 20 cm in length kept in a secure aquarium of no more than 300 litres capacity.

Pets policy

- 2. An owner or occupier must not keep any animal in the strata scheme unless the animal is an Assistance Animal or a Permitted Animal.
- 3. An owner or occupier may keep a Small Pet in the strata scheme without the approval of the strata committee.
- 4. If an owner or occupier wants to keep a dog or cat or an Existing Animal in the strata scheme, the owner or occupier must make a Pet Application and, if the Pet Application is approved, sign and return a Pet Agreement to the owners corporation.
 - The animal must be less than 20kg at maturity.
- 5. The Pet Application must:

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- (a) be in writing;
 - (b) include all requisite attachments;
 - (c) be sent to the strata managing agent or the secretary.
6. The strata committee may request additional information to supplement the information contained in the Pet Application.
7. In relation to the Pet Application, the strata committee may, acting reasonably, do any of the following:
- (a) approve the Pet Application with or without conditions;
 - (b) withhold approval to the Pet Application;
 - (c) refuse the Pet Application.
8. If the strata committee approves the Pet Application, the owner or occupier who made the Pet Application will be given a Pet Agreement to sign and return to the strata managing agent or the secretary.

Conditions for keeping Permitted Animals

9. An owner or occupier who keeps a Permitted Animal in the strata scheme must:
- (a) keep the animal within their lot;
 - (b) carry the animal, or ensure the animal is leashed (in the case of a dog), when it is on common property;
 - (c) in relation to a dog, promptly pick up and place into a strong, tied and sealed plastic bag any excrement of the animal, and dispose of the bag in a rubbish bin and not in a toilet;
 - (d) in relation to a cat, each day place soiled litter into a strong, tied and sealed plastic bag, and dispose of the bag in a rubbish bin and not in a toilet;
 - (e) take such action as may be necessary to clean or repair any part of the strata scheme that is soiled by the animal;
 - (f) ensure the animal does not cause a nuisance or hazard or pose a danger to any owner or occupier or any person lawfully on common property, or unreasonably interfere with the use and enjoyment of another lot or the common property, and, specifically, must ensure that:
 - (i) the animal does not bark (in the case of a dog) or meow (in the case of a cat) continuously for a period of ten (10) minutes or more, or intermittently for a period of two hours or more at any time;
 - (ii) the animal does not engage in threatening, aggressive or dangerous behaviour to any person in the strata scheme, and (in the case of a cat or dog), ensure the animal is not left unattended for a period of eight hours or more;
 - (g) ensure the animal is de-sexed (in relation to a dog) or spayed and neutered (in relation to a cat);
 - (h) comply with all laws applicable to the animal;
 - (i) not replace the animal if it is a dog or cat and dies.

General restrictions

10. An owner or occupier must:
- (a) not keep more than one cat, one dog, or more than two birds, in a lot;
 - (b) not keep, breed or use any animal in the strata scheme for any commercial purpose;
 - (c) not feed, or allow to be fed, any animal, including a bird, on or from the windows or terraces of any lot, or the common property;
 - (d) ensure that any bird is kept in a cage in a lot;
 - (e) not allow a guest or invitee to bring any animal to the strata scheme.

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Assistance Animals

11. Nothing in this by-law prevents an owner or occupier from keeping an Assistance Animal in their lot or using an Assistance Animal on their lot or the common property.
12. The strata committee may require an owner or occupier to provide evidence to prove that an animal is an Assistance Animal.
13. If an owner or occupier does not provide evidence as required by the strata committee, the strata committee may issue a Breach Notice and, if necessary, a Pet Eviction Notice in accordance with clause 16 of this by-law.

Breach of this by-law


14. The strata committee may issue and owner or occupier with a Breach Notice if they breach any part of this by-law.
15. If the strata committee issues an owner or occupier with two or more Breach Notices within a period of six consecutive months, the strata committee may then issue a Pet Eviction Notice.
16. An owner or occupier must comply with a Pet Eviction Notice.
17. Nothing in this clause limits or restricts the rights of or the remedies available to the strata committee or the owners corporation if an owner or occupier breaches this by-law.

Indemnity

18. An owner or occupier indemnifies the owners corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to any lot, common property or other property, or person, in so far as such injury, loss or damage arises out of, in the course of, or by reason of any matter arising from an animal kept by an owner or occupier.

Costs

19. The owner or occupier who breaches any part of this by law must pay all costs, expenses and fees incurred by the owners corporation in enforcing the terms of this by-law or rectifying any breach. Such costs may, but are not limited to:
 - (a) cleaning fees;
 - (b) strata managing agent's fees;
 - (c) legal costs;
 - (d) the costs of any third party the owners corporation engages to assist it in the management of this by-law.
20. For the avoidance of doubt, the owner is responsible for all costs referred to in the previous clause in the event the occupier is unable to be located or fails to pay upon reasonable demand.
21. Any money payable by an owner or occupier under this by-law may be recoverable by the owners corporation as a debt, together with interest at the rate prescribed in Section 85 of the Act, and the expenses of the owners corporation in recovering such amounts.

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS CONDITIONS & PROVISIONS THE OWNERS – STRATA PLAN NO 60918	
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**“A”
SCHEDULE 1
PET APPLICATION FORM**

Your Name:

Name of owner of pet (if not you):

Your contact details:

Mobile:

Home:

Work:

Email:

Unit number where pet will be kept:

Are you an owner or occupier/tenant:

Is the pet a cat or dog:

Name of pet:

Breed of pet:

Colour of pet:

Age of pet:


Height of pet at maturity:

Weight of pet at maturity:

Registration or Microchip Number:

You must attach:

- 1. The consent of the unit owner to keep the pet if you are an occupier/tenant.**
- 2. The consent of the owner of the pet if you are not the owner.**
- 3. A copy of all registration papers for the pet.**
- 4. A colour photo of the pet.**

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I confirm that the contents of this application are true and correct and acknowledge that permission to keep the pet is granted by the owners corporation at its absolute discretion and is not given until I receive written confirmation from the owners corporation.

Print Name:.....
Dated:

Print Name:.....
Dated:

**“B”
SCHEDULE 2
PET AGREEMENT**

I/We, , The owner/occupier of Lot , agree to be bound by and comply with the Keeping of Animals by-law in relation to the pet described in the Pet Application dated in addition to the following conditions imposed by the owners corporation:

- 1.

I/We confirm that I/we have been provided with a copy of the Keeping of Animals by-law and have read and understood its contents and the contents of this agreement.

.....
Print Name:
Dated:

.....
Print Name:
Dated:

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Special By-law No. 30 - Lot 117 Major Renovations (added 7 June 2022)

1. The owners corporation has given authority pursuant s.108 of the Strata Schemes Management Act 2015 to the owner lot 117 ("the **owner**"), to add to, to alter and to erect new structures on the common property, by undertaking:
 - (a) the refurbishment of the bathroom, kitchen and laundry as described in the scope of works and scheduled documentation, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
 - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

SCHEDULE OF CONDITIONS

4. In this schedule:
 - (a) "**Act**" means the Strata Schemes Management Act 2015;
 - (b) "**Authority**" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the Environmental Planning and Assessment Act 1979);
 - (c) "**Lot**" means lot 117;
 - (d) "**work**" means the work referred to in clause 1 of this by-law;
 - (e) Unless the context or subject matter otherwise indicates or requires:
 - (i) Reference to the singular includes the plural and vice versa;
 - (ii) A thing includes the whole or part of it;
 - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
 - (iv) A document includes any amendment or replacement of it;
 - (v) "Including" and similar expressions are not words of limitation;
 - (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
 - (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

5. Before carrying out work, the owner must:

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- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979.
- (b) Give to the owners corporation evidence that those persons carrying out the work have:
 - (i) Any requisite current licence to conduct the work;
 - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
 - (iii) Insurance if required under Section 92 of the Home Building Act 1989;
 - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If requested by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
 - (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:

- (a) Comply with any condition or requirement of any Authority;
- (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
 - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
 - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;

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- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If the work involved:
 - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
 - (ii) The installation or replacement of wood or other hard floors;to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
- (e) If required by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(d)(ii).

Use of Work

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8. The owner (or other user of the work) must ensure that the use of the work following completion:
- (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any Damage

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and Maintenance

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) Performance of the work;
 - (b) Use of the work;
 - (c) Failure to comply the duty to maintain, repair, renew or replace;
 - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
 - (e) Owner's breach of any part of this by-law.

Insurance

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

Breach of this By-Law

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:

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- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
- (b) If the owner fails to comply with the request in sub clause (a):
 - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
 - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
 - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

Special By-law No. 31 - Lot 149 Major Renovations (added 7 June 2022)

1. The owners corporation has given authority pursuant s.108 of the Strata Schemes Management Act 2015 to the owner lot 86 ("the owner"), to add to and to alter the common property, by undertaking:
 - (a) Bathroom & Kitchen Renovation Works in the scope of works and schedule documentation copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
 - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

SCHEDULE OF CONDITIONS

4. In this schedule:
- (a) "Act" means the Strata Schemes Management Act 2015;
 - (b) "Authority" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the Environmental Planning and Assessment Act 1979);
 - (c) "Lot" means lot 86;
 - (d) "work" means the work referred to in clause 1 of this by-law;
 - (e) Unless the context or subject matter otherwise indicates or requires:
 - (i) Reference to the singular includes the plural and vice versa;
 - (ii) A thing includes the whole or part of it;
 - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
 - (iv) A document includes any amendment or replacement of it;

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- (v) "Including" and similar expressions are not words of limitation;
- (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
- (viii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

5. Before carrying out work, the owner must:

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979.
- (b) Give to the owners corporation evidence that those persons carrying out the work have:
 - (i) Any requisite current licence to conduct the work;
 - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
 - (iii) Insurance if required under Section 92 of the Home Building Act 1989;
 - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If the work involves:
 - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or
 - (ii) The installation or replacement of wood or other hard floors;to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;
- (e) If requested by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
 - (iv) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:

- (a) Comply with any condition or requirement of any Authority;
- (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);

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- (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
 - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
 - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If the work involved:
 - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
 - (ii) The installation or replacement of wood or other hard floors;to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated **by the Australian Association of Acoustical Consultants;**
- (e) If required by the owners corporation:

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- (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
- (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (v) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

Use of Work

8. The owner (or other user of the work) must ensure that the use of the work following completion:
 - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - (b) Complies with applicable laws, and applicable requirements of the local council. Repair of any Damage
9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and Maintenance

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
 - (a) Performance of the work;
 - (b) Use of the work;
 - (c) Failure to comply the duty to maintain, repair, renew or replace;
 - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
 - (e) Owner's breach of any part of this by-law.

Insurance

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

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Bond

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

Breach of this By-Law

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
 - (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
 - (b) If the owner fails to comply with the request in sub clause (a):
 - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
 - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
 - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

Special By-law No. 32 - Major Renovations and Building Works (Lot 7) (added 7 June 2022)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"Lot" means Lot 7 in the Strata Scheme;

"Owner" means the owner for the time being of the Lot (being the current owner and all successors);

"Plans" means the plans/drawings prepared by Marco Cenfi and dated 11/03/2021 attached to this by-law;

"Major Renovations" means the alterations and additions to the Lot and Common Property described and shown in the Plans.

KITCHEN

- New Kitchen cupboards
- New power points
- New appliances

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- New bench top
- New tapware

ENSUITE BATHROOM

- Remove bathtub
- Waterproof and re-tile (see attached Waterproof Membrane Certificate)
- New Shower screen
- New vanity
- New toilet
- New tapware

MASTER BEDROOM

- Close of existing door, opening with stud wall
- Create new door opening to existing wall
- Build stud walls for walk in wardrobe
- Installation of 2 light switches on the new stud wall
- Create a feature wall by using San Selmo Reclaimed bricks (see attached Technical data)
- New installation of 1 power point / 1 antenna

SECOND BEDROOM

- Relocation of 1 light switch

MASTER BATHROOM

- Waterproof and re-tile (see attached Waterproof membrane Certificate)
- New shower screen
- New vanity
- New toilet
- New tapware

LAUNDRY

- Painting
- New laundry tub
- New tiles
- New tapware

LOUNGE

- Create a feature wall by using San Selmo Reclaimed bricks (see attached Technical data)

FLOOR COVERINGS

- All carpet areas replaced with tiles & with approved soundproof underlay, subject to acoustic report.

"Major Renovations By-Law" means Special By-Law No. 22 - Major Renovations as amended from time to time;

"Strata Scheme" means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) The authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) The special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) The exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

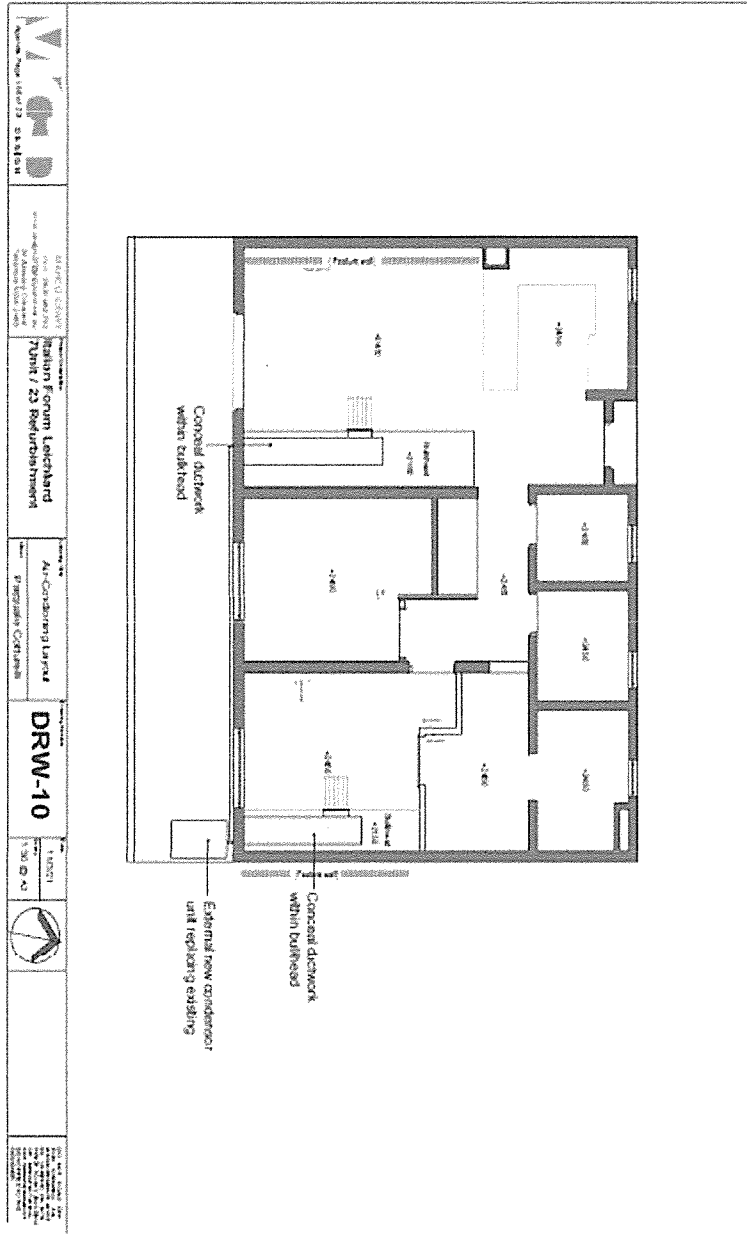
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4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

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Special By-law No. 33 - By-law for Works (lot 31) (added 26 April 2023)

1. Introduction

The purpose of this by-law is to:

- (a) GRANT the Owner special privileges in respect of the specified part of the common property to carry out and to keep the Works to be carried out;
- (b) CONFER on the Owner, the right to keep and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;
- (c) REGULATE the repair, maintenance and replacement obligations under this by-law; and
- (d) INDEMNIFY the Owners Corporation,

on the terms and conditions of this by-law to which the Owner has consented in writing.

2. Definitions & Interpretation

2.1 Definitions

In this by-law:

- (a) “**Act**” means the Strata Schemes Management Act, 2015 (NSW).
- (b) “**Authority**” means any statutory, governmental or other body having authority over the Lot or the Building including local council.
- (c) “**Bathroom Works**” means renovations to the bathrooms of the Lot (being the main bathroom, ensuite and downstairs toilet), including the full demolition and strip-out of all waterproofing, wall and floor tiles and other fixtures and fittings and replacement with new waterproofing, wall and floor tiles, and other fixtures and fittings and other ancillary works (ceilings excepted) including in respect of the ensuite:
 - A. The relocation of shower from the current combined shower/bath position to the vacant space in front of the bath including 20mm chasing of the water pipes within the walls; and
 - B. The installation of a black aluminium framed awning internal window having 800mm x 800mm dimensions on the rear wall of the ensuite, opening to the top of the internal stairwell together with the installation of a supporting lintel above the window.
- (d) “**Building**” means the building(s) situated at 23 Norton Street Leichhardt NSW 2040.
- (e) “**Claims**” means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the Owners Corporation.
- (f) “**Insurances**” means:
 - (i) Insurance incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;
 - (ii) Workers’ compensation insurance where required;
 - (iii) Insurance under the Home Building Act, 1989 (where required); and
 - (iv) Public liability insurance for the amount of \$20,000,000.00.

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- (g) **“Laundry Works”** means renovations to the laundry of the Lot, including the full demolition and strip-out of all waterproofing, wall and floor tiles and other fixtures and fittings and replacement with new waterproofing, wall and floor tiles, and other fixtures and fittings (ceiling excepted).
- (h) **“Lot”** means lot 31 in the Strata Scheme.
- (i) **“Owner”** means the owner(s) of the Lot.
- (j) **“Owners Corporation”** means the owners corporation created on registration of the Strata Scheme.
- (k) **“Range Hood Vent Works”** means the works to be carried out to Lot and common property for the installation of the external air vent above the Lot’s front entry door which leads to the private terrace for the Bosch DFS097A51A kitchen range hood having grease and odour filters and utilising and extending the existing ducting in the drop ceiling to connect the range hood to the external vent.
- (l) **“Renovation Diagrams”** means the renovation diagrams for the Works a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.
- (m) **“Strata Scheme”** means the strata scheme created upon registration of strata plan no 60918.
- (n) **“Tap Works”** means the works for the installation of an outside water tap to the private terrace of the Lot to run from the plumbing of the downstairs bathroom, through the living space dropped ceiling to the external wall having water pipes to the tap concealed via 20mm chasing into the external brickwork.
- (o) **“WH & S Law”** means any work, health and safety law including the Work Health and Safety Act, 2011 (NSW) and the Work Health and Safety Regulation, 2017 (NSW).
- (p) **“Works”** means the works to be carried out to Lot and common property for and in connection with the improvements and modifications to the Lot for the:
 - A. Bathroom Works;
 - B. Laundry Works;
 - C. Range Hood Vent Works;
 - D. Tap Works,together with the application of effective waterproofing and fire-rating where required, and the repair, maintenance and replacement, if necessary, and/or removal of the above works together with the making good of lot and common property (including the Lot) affected or damaged by any of the above works, all such works to be carried out strictly in accordance with the Renovation Diagrams and all other engineering certifications/specifications and the provisions of this by-law.

2.2 Interpretation

In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word “includes” or “including” is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the Strata Schemes Development Act, 2015 (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or

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modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;

- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency;
- (k) where a specific number of a Lot is identified, reference is made to that specific Lot and corresponding Owner in the Strata Scheme; and
- (l) reference to Works includes, where relevant, any ancillary equipment (including transformers), fittings, conduits and other componentry of the Works whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings, conduits and componentry.

3. Grant of special privileges

The Owner shall have the special privilege in respect of the common property to carry out and to keep the Works on the terms and conditions of this by-law. For clarity, the Owner has the special privilege and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property.

4. Conditions

4.1 Prior to commencement of the Works

Before commencing the Works, the Owner shall, at its own cost:

- (a) **(provide information)** provide to the Owners Corporation:
 - (i) engineering certification and such further or other engineering certification as requested by the Owners Corporation in relation to the ensuite internal window or other works;
 - (ii) if relevant, slab scan/concrete imaging to facilitate the installation of any core penetrations at locations as shown in any concrete scan report, specifying the number of penetrations and diameters of each;
 - (iii) plans, diagrams (including for drainage in the event of relocation of same) and details of the location of all parts of the Works; and
 - (iv) information providing the proposed specifications, method of installation, and, where relevant, the type, colour, style and size of the Works;
 - (v) if required by the Owners Corporation, a dilapidation report; and
 - (vi) quotations in relation to the Works.
- (b) **(give consent)** give its written consent to the making of this by-law and to the repair and maintenance responsibilities imposed or conferred by this by-law in terms of the document which may be attached at Annexure "A";
- (c) **(approvals from Authorities)** obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (d) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the Owners Corporation;
- (e) **(give notice)** give written notice to all occupiers at the Strata Scheme of the dates and times of its intended Works approved under this by-law;
- (f) **(costs)** pay all the costs of the Owners Corporation including:
 - (i) professional fees required to properly consider and approve the Works including legal and strata management and other experts' fees; and
 - (ii) registration and consolidation fees for the registration of this by-law; and
- (g) **(obtain written authorisation)** and having provided all of the above, obtain the written authorisation of the Owners Corporation to commence the Works and, in this regard, the strata committee having regard to the terms of this by-law, is expressly authorised to give such authorisation.

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4.2 Compliant Works

The Works must at the Owner's cost, and without derogating from the generality of the other provisions of this by-law:

- (a) **(appearance & amenity)** be and remain in keeping with the appearance and amenity of the Building and match any neighbouring installations;
- (b) **(boundaries)** be installed wholly within the boundaries of the Lot except as may expressly be permitted by this by-law;
- (c) **(utilities)** have any utilities or other services required to operate the Works connected to the respective Lot's supply or account;
- (d) (not be unsightly) in case of any Works visible from outside the Lot not be unsightly;
- (e) **(no nuisance)** not cause any noise or nuisance or other disturbance to an owner or occupier of another lot in the Strata Scheme or to any neighbouring property and the Owner shall ensure that the Works do not cause water escape or water penetration to lot or common property (including the Lot);
- (f) **(certification)** have structural, waterproofing, fire, electrical, plumbing and other certification as **required by the Owners Corporation; and**
- (g) **(Authority's requirements)** have, any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation.

4.3 Installation, repairs & maintenance

The Owner, when carrying out, effecting or removing the Works (including, for clarity, its repair and maintenance and other obligations under this by-law), shall:

- (a) ensure the Works are carried out to "best practice" standards;
- (b) use duly licensed and insured employees, contractors and/or agents, where necessary;
- (c) ensure compliance with the requirements of any Authority and/or the Owners Corporation and ensure that the Works are carried out as and when required or when directed by the Owners Corporation from time to time;
- (d) ensure compliance with the current Australian Building Codes and Standards and WH & S Law;
- (e) ensure they are conducted expeditiously with a minimum of disruption and no later than within three (3) months of their commencement;
- (f) ensure they are conducted in a proper and workmanlike manner;
- (g) effect and maintain the Insurances;
- (h) preserve the structural, fire and waterproofing integrity of the Building;
- (i) protect all affected areas of the Building from damage;
- (j) not store any items on or otherwise use any area of the common property except as may be permitted by this by-law or in writing by the Owners Corporation and in this regard the strata committee shall advise where and for what duration of time a skip-bin is permitted to be on the common property; and
- (k) be responsible for the Owner's employees, contractors and/or agents compliance with the requirements of this by-law.

4.4 Access

The Owner shall provide to the Owners Corporation or its nominated representative(s) and any Authority access to inspect the Lot within twenty-four

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(24) hours of any request from time to time to assess compliance with this by-law and/or for the purposes of carrying out repair, maintenance, certification or registration of the common property that may adjoin the Works.

4.5 Owner liable & Ownership

- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including their use.
- (b) The Works remain the property of the Owner exclusively serviced by them. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.

4.6 Indemnity

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their respective use, maintenance, repair or replacement or the requirements of any Authority for or in respect of them.

5. Breach of this by-law

If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority including if is reported that the Works cause nuisance or water penetration, the Owners Corporation may, without prejudice to its other rights and remedies:

- (a) demand rectification of the breach or contravention;
- (b) demand the removal of the Works and require the reinstatement/making good of the common property, at the cost of the relevant Owner;
- (c) enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation); and
- (d) recover as a debt the costs incurred together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

6. Applicability

This by-law binds and enures to the benefit of any and all future Owners.

7. Divestment of Owners Corporation's responsibility

The Owners Corporation specially resolved pursuant to Section 106 (3) of the Act to determine that:

- (a) it is inappropriate to maintain, renew, replace or repair the Works or any part thereof including waterproofing servicing lot 31 at the scheme; and
- (b) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

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Special By-law No. 34 - By-law for Works (Lot 140)¹

1. Introduction

The purpose of this by-law is to:

- (a) GRANT the Owner special privileges in respect of the specified part of the common property to carry out and to keep the Works to be carried out;
- (b) CONFER on the Owner, the right to keep and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;
- (c) REGULATE the repair, maintenance and replacement obligations under this by-law; and
- (d) INDEMNIFY the Owners Corporation,

on the terms and conditions of this by-law to which the Owner has consented in writing.

2. Definitions & Interpretation

2.1 Definitions

In this by-law:

- (a) **“Act”** means the *Strata Schemes Management Act, 2015* (NSW).
- (b) **“Air-Conditioning Works”** means the installation of an inverter split system air-conditioning system for the lounge room of the Lot having the external unit installed on the balcony of the Lot and which complies with the requirements of Special By-law No. 7 “Air-Conditioning Unit Installation” applicable to the Strata Scheme.
- (c) **“Authority”** means any statutory, governmental or other body having authority over the Lot or the Building including local council.
- (d) **“Bathroom Works”** means renovations to the bathroom of the Lot, including the full demolition and strip-out of all waterproofing, wall and floor tiles, fixtures and fittings and replacement with new waterproofing, wall and floor tiles and other fixtures and fittings (ceiling excepted).
- (e) **“Building”** means the building(s) situated at 23 Norton Street Leichhardt NSW 2040.
- (f) **“Claims”** means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the Owners Corporation.
- (g) **“Documentation”** means the Application to Carry out Alterations to your Lot prepared by Marnie Round dated 17.05.2024, a copy of which was tabled at the meeting at which this by-law was passed and which may be attached to this by-law.
- (h) **“Flooring Works”** means the removal of existing flooring and the installation of new Spotted Gum floating flooring with acoustic insulation/treatment being Marvel SPC Hybrid Flooring with 6 star acoustic underlay throughout the entry, kitchen, living/dining, hallway areas of the Lot (bathroom excepted) together with the replacement of existing carpet in the bedroom with sisal carpet.
- (i) **“Insurances”** means:

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- (i) Insurance incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;
 - (ii) Workers' compensation insurance where required;
 - (iii) Insurance under the *Home Building Act, 1989* (where required); and
 - (iv) Public liability insurance for the amount of \$20,000,000.00.
- (j) **"Kitchen Works"** means renovations to the kitchen of the Lot, including the full replacement of kitchen cupboard doors and drawers and the replacement of existing tiled splashback with glass splashback.
- (k) **"Lot"** means lot 140 in the Strata Scheme.
- (l) **"Owner"** means the owner(s) of the Lot.
- (m) **"Owners Corporation"** means the owners corporation created on registration of the Strata Scheme.
- (n) **"Strata Scheme"** means the strata scheme created upon registration of strata plan no 60918.
- (o) **"WH & S Law"** means any work, health and safety law including the *Work Health and Safety Act, 2011* (NSW) and the *Work Health and Safety Regulation, 2017* (NSW).
- (p) **"Works"** means the works to be carried out to Lot and common property for and in connection with the improvements and modifications to the Lot, including:
- (i) the Air-Conditioning Works;
 - (ii) the Bathroom Works;
 - (iii) the Flooring Works;
 - (iv) the Kitchen Works; and
 - (v) associated plumbing and electrical works,
- together with the application of effective waterproofing and fire-rating (where required) and the repair, maintenance and replacement, if necessary, and/or removal of the above works together with the making good of lot and common property (including the Lot) affected or damaged by any of the above works, all such works to be carried out strictly in accordance with the Documentation and the provisions of this by-law.

2.2 Interpretation

In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or

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unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;

- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency;
- (k) where a specific number of a Lot is identified, reference is made to that specific Lot and corresponding Owner in the Strata Scheme; and
- (l) reference to Works includes, where relevant, any ancillary equipment (including transformers), fittings, conduits and other componentry of the Works whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings, conduits and componentry.

3. Grant of special privileges

The Owner shall have the special privilege in respect of the common property to carry out and to keep the Works subject to strict compliance with the terms and conditions of this by-law. For clarity, the Owner has the special privilege and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property on the terms and conditions of this by-law.

4. Conditions

4.1 Prior to commencement of the Works

Before commencing the Works, the Owner shall, at its own cost:

- (a) **(provide information)** provide to the Owners Corporation:
 - (i) plans, diagrams and details of the location of all parts of the Works;
 - (ii) quotations for the Works;
 - (iii) detailed information providing proposed specifications, method of installation, method of waterproofing, the acoustic performance, sound emission, insulation, type, colour, style and size of the Works; and
 - (iv) a dilapidation report and floor loading assessment, if requested by the Owners Corporation;
- (b) **(give consent)** give its written consent to the making of this by-law and to the repair and maintenance responsibilities imposed or conferred by this by-law in terms of the document which may be attached at **Annexure "A"**;
- (c) **(approvals from Authorities)** obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (d) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the Owners Corporation;
- (e) **(give notice)** give written notice to all occupiers at the Strata Scheme of the dates and times of its intended Works approved under this by-law;
- (f) **(costs)** pay all the costs of the Owners Corporation including:
 - (i) professional fees required to properly consider and approve the Works including legal and strata management and other experts' fees; and
 - (ii) registration/consolidation fees for the registration of this by-law; and
- (g) **(obtain written authorisation)** obtain the written authorisation of the Owners Corporation to commence the Works, and, in this regard, the strata committee having regard to the terms of this by-law, is expressly authorised to give such authorisation.

4.2 Compliant Works

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The Owner must ensure at the Owner's cost, and without derogating from the generality of the other provisions of this by-law that the Works:

- (a) **(no nuisance)** do not cause any noise or nuisance or other disturbance to an owner or occupier of another lot in the Strata Scheme or to any neighbouring property and the Owner shall ensure that the Works do not cause water escape or water penetration to lot or common property (including the Lot);
- (b) **(boundaries)** be installed wholly within the boundaries of the Lot except as may expressly be permitted by this by-law;
- (c) **(in keeping)** be and remain in keeping with the appearance of the Building in the opinion of the Owners Corporation;
- (d) **(certification)** have acoustic, fire, electrical, plumbing, structural and waterproofing and/or other or further certification as required by the Owners Corporation; and
- (e) **(Authority's requirements)** have any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation.

4.3 Installation, repairs & maintenance

The Owner, when carrying out, effecting or removing the Works (including, for clarity, its repair and maintenance and other obligations under this by-law), shall:

- (a) ensure the Works are carried out to "best practice" standards;
- (b) use duly licensed and insured employees, contractors and/or agents, where necessary;
- (c) ensure compliance with the requirements of any Authority and/or the Owners Corporation and ensure that the Works are carried out as and when required or when reasonably directed by the Owners Corporation from time to time including any requirements for permitted hours of work and the protection and cleaning of the common property;
- (d) ensure compliance with the current Australian Building Codes and Standards and WH & S Law;
- (e) ensure they are conducted expeditiously with a minimum of disruption and that they are completed within three (3) months of their commencement;
- (f) ensure they are conducted in a proper and workmanlike manner;
- (g) effect and maintain the Insurances;
- (h) preserve the structural, fire and waterproofing integrity of the Building;
- (i) protect all affected areas of the Building from damage;
- (j) not store any items on or otherwise use any area of the common property except as may be permitted by this by-law or in writing by the Owners Corporation;
- (k) remove demolition and other building works waste from the common property each day using a ute or small truck;
- (l) be responsible for the Owner's employees, contractors and/or agents compliance with the requirements of this by-law; and
- (m) comply with any direction made by the Strata Committee relating to hours and days of work, provision of special notice of noisy work to occupiers likely to be particularly adversely affected by such works and the movement of demolition debris, materials and fittings within the Building.

4.4 Access

The Owner shall provide to the Owners Corporation or its nominated representative(s) and any Authority access to inspect the Lot within twenty-four (24) hours of any request from time to time to assess compliance with this by-law and/or for the purposes of carrying out repair, maintenance, certification or registration of the common property that may adjoin the Works.

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4.5 Owner liable & Ownership

- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including during their construction and their use.
- (b) The Works remain the property of the Owner exclusively serviced by them. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.

4.6 Indemnity

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their respective use, maintenance, repair or replacement or the requirements of any Authority for or in respect of them.

5. Breach of this by-law

If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority including if it is reported that the Works cause nuisance or water penetration, the Owners Corporation may, without prejudice to its other rights and remedies:

- (a) demand cessation of the Works;
- (b) demand rectification of the breach or contravention;
- (c) demand the removal of the Works and require the reinstatement/making good of the common property, at the cost of the relevant Owner;
- (d) enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation); and
- (e) recover as a debt the costs incurred together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

6. Applicability

This by-law binds and enures to the benefit of any and all future Owners.

7. Divestment of Owners Corporation's responsibility

The Owners Corporation specially resolved pursuant to Section 106 (3) of the Act to determine that:

- (a) it is inappropriate to maintain, renew, replace or repair the Works or any part thereof including waterproofing servicing lot 140 at the scheme; and
- (b) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

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Special By-law No. 35 - By-law for Works (Lot 120)ⁱⁱ

1. Introduction

The purpose of this by-law is to:

- (a) GRANT the Owner special privileges in respect of the specified part of the common property to carry out and to keep the Works to be carried out;
- (b) CONFER on the Owner, the right to keep and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;
- (c) REGULATE the repair, maintenance and replacement obligations under this by-law; and
- (d) INDEMNIFY the Owners Corporation,

on the terms and conditions of this by-law to which the Owner has consented in writing.

2. Definitions & Interpretation

2.1 Definitions

In this by-law:

- (a) **“Act”** means the *Strata Schemes Management Act, 2015* (NSW).
- (b) **“Authority”** means any statutory, governmental or other body having authority over the Lot or the Building including local council.
- (c) **“Bathroom Works”** means renovations to the three (3) bathrooms of the Lot (main bathroom, ensuite and powder room), including the full demolition and strip-out of all waterproofing, wall and floor tiles, fixtures and fittings and replacement with new waterproofing, wall and floor tiles and other fixtures and fittings (ceilings excepted save for lighting and exhaust replacement).
- (d) **“Building”** means the building(s) situated at 23 Norton Street Leichhardt NSW 2040.
- (e) **“Claims”** means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the Owners Corporation.
- (f) **“Insurances”** means:
 - (i) Insurance incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;
 - (ii) Workers’ compensation insurance where required;
 - (iii) Insurance under the *Home Building Act, 1989* (where required); and
 - (iv) Public liability insurance for the amount of \$20,000,000.00.
- (g) **“Lot”** means lot 120 in the Strata Scheme.
- (h) **“Owner”** means the owner(s) of the Lot.
- (i) **“Owners Corporation”** means the owners corporation created on registration of the Strata Scheme.
- (j) **“Strata Scheme”** means the strata scheme created upon registration of strata plan no 60918.
- (k) **“WH & S Law”** means any work, health and safety law including the *Work Health and Safety Act, 2011* (NSW) and the *Work Health and Safety Regulation, 2017* (NSW).

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- (l) “Works” means the works to be carried out to Lot and common property for and in connection with the improvements and modifications to the Lot for the Bathroom Works, including associated plumbing and electrical works, together with the application of effective waterproofing and fire-rating (where required) and the repair, maintenance and replacement, if necessary, and/or removal of the above works together with the making good of lot and common property (including the Lot) affected or damaged by any of the above works, all such works to be carried out strictly in accordance with the provisions of this by-law.

2.2 Interpretation

In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word “includes” or “including” is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency;
- (k) where a specific number of a Lot is identified, reference is made to that specific Lot and corresponding Owner in the Strata Scheme; and
- (l) reference to Works includes, where relevant, any ancillary equipment (including transformers), fittings, conduits and other componentry of the Works whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings, conduits and componentry.

3. Grant of special privileges

The Owner shall have the special privilege in respect of the common property to carry out and to keep the Works subject to strict compliance with the terms and conditions of this by-law. For clarity, the Owner has the special privilege and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property on the terms and conditions of this by-law.

4. Conditions

4.1 Prior to commencement of the Works

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Before commencing the Works, the Owner shall, at its own cost:

- (a) **(provide information)** provide to the Owners Corporation:
 - (i) plans, diagrams and details of the location of all parts of the Works;
 - (ii) quotations for the Works;
 - (iii) detailed information providing proposed specifications, method of installation, method of waterproofing, the acoustic performance, sound emission, insulation, type, colour, style and size of the Works; and
 - (iv) a dilapidation report and floor loading assessment, if requested by the Owners Corporation;
- (b) **(give consent)** give its written consent to the making of this by-law and to the repair and maintenance responsibilities imposed or conferred by this by-law in terms of the document which may be attached at **Annexure "A"**;
- (c) **(approvals from Authorities)** obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (d) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the Owners Corporation;
- (e) **(give notice)** give written notice to all occupiers at the Strata Scheme of the dates and times of its intended Works approved under this by-law;
- (f) **(costs)** pay all the costs of the Owners Corporation including:
 - (i) professional fees required to properly consider and approve the Works including legal and strata management and other experts' fees; and
 - (ii) registration/consolidation fees for the registration of this by-law; and
- (g) **(obtain written authorisation)** obtain the written authorisation of the Owners Corporation to commence the Works, and, in this regard, the strata committee having regard to the terms of this by-law, is expressly authorised to give such authorisation.

4.2 Compliant Works

The Owner must ensure at the Owner's cost, and without derogating from the generality of the other provisions of this by-law that the Works:

- (a) **(no nuisance)** do not cause any noise or nuisance or other disturbance to an owner or occupier of another lot in the Strata Scheme or to any neighbouring property and the Owner shall ensure that the Works do not cause water escape or water penetration to lot or common property (including the Lot);
- (b) **(boundaries)** be installed wholly within the boundaries of the Lot except as may expressly be permitted by this by-law;
- (c) **(in keeping)** be and remain in keeping with the appearance of the Building in the opinion of the Owners Corporation;
- (d) **(certification)** have acoustic, fire, electrical, plumbing, structural and waterproofing and/or other or further certification as required by the Owners Corporation; and
- (e) **(Authority's requirements)** have any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation.

4.3 Installation, repairs & maintenance

The Owner, when carrying out, effecting or removing the Works (including, for clarity, its repair and maintenance and other obligations under this by-law), shall:

- (a) ensure the Works are carried out to "best practice" standards;
- (b) use duly licensed and insured employees, contractors and/or agents, where necessary;

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- (c) ensure compliance with the requirements of any Authority and/or the Owners Corporation and ensure that the Works are carried out as and when required or when reasonably directed by the Owners Corporation from time to time including any requirements for permitted hours of work and the protection and cleaning of the common property;
- (d) ensure compliance with the current Australian Building Codes and Standards and WH & S Law;
- (e) ensure they are conducted expeditiously with a minimum of disruption and that they are completed within three (3) months of their commencement;
- (f) ensure they are conducted in a proper and workmanlike manner;
- (g) effect and maintain the Insurances;
- (h) preserve the structural, fire and waterproofing integrity of the Building;
- (i) protect all affected areas of the Building from damage;
- (j) not store any items on or otherwise use any area of the common property except as may be permitted by this by-law or in writing by the Owners Corporation;
- (k) remove demolition and other building works waste from the common property each day using a ute or small truck;
- (l) be responsible for the Owner's employees, contractors and/or agents compliance with the requirements of this by-law; and
- (m) comply with any direction made by the Strata Committee relating to hours and days of work, provision of special notice of noisy work to occupiers likely to be particularly adversely affected by such works and the movement of demolition debris, materials and fittings within the Building.

4.4 Access

The Owner shall provide to the Owners Corporation or its nominated representative(s) and any Authority access to inspect the Lot within twenty-four (24) hours of any request from time to time to assess compliance with this by-law and/or for the purposes of carrying out repair, maintenance, certification or registration of the common property that may adjoin the Works.

4.5 Owner liable & Ownership

- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including during their construction and their use.
- (b) The Works remain the property of the Owner exclusively serviced by them. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.

4.6 Indemnity

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their respective use, maintenance, repair or replacement or the requirements of any Authority for or in respect of them.

5. Breach of this by-law

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If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority including if it is reported that the Works cause nuisance or water penetration, the Owners Corporation may, without prejudice to its other rights and remedies:

- (a) demand cessation of the Works;
- (b) demand rectification of the breach or contravention;
- (c) demand the removal of the Works and require the reinstatement/making good of the common property, at the cost of the relevant Owner;
- (d) enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation); and
- (e) recover as a debt the costs incurred together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

6. Applicability

This by-law binds and enures to the benefit of any and all future Owners.

7. Divestment of Owners Corporation's responsibility

The Owners Corporation specially resolved pursuant to Section 106 (3) of the Act to determine that:

- (a) it is inappropriate to maintain, renew, replace or repair the Works or any part thereof including waterproofing servicing the Lot; and
- (b) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

Special By-law No. 36 – Keeping of Animalsⁱⁱⁱ

PART 1

INTERPRETATION

1.1 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015;
- (d) references to legislation includes references to amending and replacing legislation;
- (e) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law; and
- (f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

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PART 2

KEEPING AN ANIMAL

- 2.1** Subject to section 139(5) of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the prior approval in writing of the owners corporation, keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property.
- 2.2** An owner or occupier of a lot must:
- (a) obtain the approval in writing of the owners corporation to keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on a lot or the common property; and
 - (b) agree in writing with the owners corporation to the conditions referred to in this by-law prior to the animal being introduced to the scheme.
- 2.3** An owner or occupier of a lot must not keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on a lot or the common property other than the animal for which the approval in writing of the owners corporation is obtained.
- 2.4** Subject to section 139A of the Strata Schemes Management Act 2015, an owner or occupier of a lot must ensure that a visitor to the scheme is not permitted to bring any animal (except an assistance animal) on common property without the approval in writing of the owners corporation.
- 2.5** The owners corporation must not unreasonably withhold its approval of the keeping of an animal.
- 2.6** If an owner or occupier of a lot obtains the prior written approval of the owners corporation and keeps an animal on the lot, then the owner or occupier must:
- (a) ensure that the animal is vaccinated with all the common vaccines given to an animal of its type, and is further vaccinated as required;
 - (b) ensure that the animal (except a small caged bird or fish) is microchipped, desexed and registered with the local Council or any other authority having such jurisdiction;
 - (c) ensure that the animal has been treated to prevent fleas, and is further treated as required;
 - (d) if that animal is not a cat, ensure that the animal is under the owner's control and not left unattended when on the common property;
 - (e) if that animal is a cat, ensure that the cat is not left on the common property unattended after 6.00pm;
 - (f) ensure that the animal is not left on any balcony of your lot when you are not present in the lot;
 - (g) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal;
 - (h) place any faeces of the animal in a bag that is securely wrapped (so as to prevent spills or odours) and placed in a garbage bin and not in a toilet;

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- (i) ensure that the animal does not cause any damage to any lot or the common property;
- (j) not leave food for the animal on the common property;
- (k) ensure that the animal does not cause any damage to any lot or the common property;
- (l) comply with any relevant provisions of the Strata Schemes Management Act 2015 and the Strata Schemes Management Regulation 2016; and
- (m) advise the owners corporation, in writing, when the animal is no longer residing in the lot.

PART 3

CONSENT FROM OWNERS CORPORATION

- 3.1** An owner or occupier of a lot who applies for approval to keep an animal on the lot or the common property must provide the following details to the owners corporation including any proposed restraining or management strategies:
- (a) copies of the relevant certifications that the animal has had the appropriate vaccinations referred to in clause 2.6(a) of this by-law;
 - (b) a photograph of the animal;
 - (c) the type of animal;
 - (d) the breed of the animal;
 - (e) the size of the animal;
 - (f) the average height of the animal when fully grown; and
 - (g) the age of the animal.
- 3.2** The owners corporation will observe the applicable guidelines published by the local Council when determining a request by an owner or occupier of a lot to keep a dog that is a restricted dog or dangerous as defined under the Companion Animals Act 1998.
- 3.3** The owners corporation may impose additional conditions at the time of giving approval to keep an animal but additional conditions can only relate to protecting an owner or occupier's use and enjoyment of a lot or the common property from unreasonable interference caused by an animal.
- 3.4** The owners corporation will attempt to make a decision whether or not to give approval to an owner or occupier to keep an animal within a reasonable period of time after receiving such an application.

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PART 4

CONDITIONS FOR KEEPING AN ANIMAL

- 4.1** An owner or occupier of a lot who keeps an animal on their lot or brings an animal onto the common property must indemnify and must keep indemnified the owners corporation against any costs, expenses or losses arising out of or in connection with the keeping of the animal, including any damage or injury to any person, lot or common property and the costs of cleaning common property arising from cleaning of their animal's faeces, urine or other animal waste from the common property.
- 4.2** An owner of a lot acknowledges and agrees that any costs and expenses for which he/she is liable under this by-law are due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of one month from the date on which it is due, will bear simple interest at the same rate as unpaid contributions under the Act until paid and the interest will form part of that debt.
- 4.3** The owners corporation has the right to withdraw its approval to an owner or occupier of a lot to keep an animal if:
- (a)** the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant;
 - (b)** the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant;
 - (c)** the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant;
 - (d)** the animal repeatedly causes damage to the common property or another lot;
 - (e)** the animal endangers the health of another occupant through infection or infestation;
 - (f)** the animal causes a persistent offensive odour that penetrates another lot or the common property;
 - (g)** for a cat kept on a lot, the owner of the animal fails to comply with an order that is in force under section 31 of the Companion Animals Act 1998; or
 - (h)** for a dog kept on a lot:
 - (i)** the owner of the animal fails to comply with an order that is in force under section 32A of the Companion Animals Act 1998;
 - (ii)** the animal is declared to be a menacing dog or a dangerous dog under section 34 of the Companion Animals Act 1998; or
 - (iii)** the animal is a restricted dog within the meaning found in section 55(1) of the Companion Animals Act 1998.

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- 4.4 If the owners corporation withdraws the right of an owner or occupier of a lot to keep an animal, the owner or occupier of a lot must remove the animal within two months of such a request being made by the owners corporation, or such other time as approved by the owners corporation.

PART 5

ANIMAL OWNER RESPONSIBILITIES

- 5.1 An owner or occupier of a lot who owns and keeps an animal on the lot or common property is responsible for:
- (a) any noise or odour that their animal makes which causes unreasonable interference or a nuisance;
 - (b) any action that their animal does which causes unreasonable interference or a nuisance;
 - (c) damage to or loss of property or injury caused to any person caused by the animal; and
 - (d) cleaning up after their animal.

PART 6

ASSISTANCE ANIMALS

- 6.1 Nothing in this by-law prevents an owner or occupier from keeping an assistance animal in their lot or using an assistance animal on their lot or the common property.
- 6.2 An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

Special By-law No. 37 – By-law for Works (Lot 61)^{iv}

1. Introduction

The purpose of this by-law is to:

- (a) GRANT the Owner special privileges in respect of the specified part of the common property to carry out and to keep the Works to be carried out;
- (b) CONFER on the Owner, the right to keep and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;
- (c) REGULATE the repair, maintenance and replacement obligations under this by-law; and
- (d) INDEMNIFY the Owners Corporation,

on the terms and conditions of this by-law to which the Owner has consented in writing.

2. Definitions & Interpretation

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2.1 Definitions

In this by-law:

- (a) **“Act”** means the *Strata Schemes Management Act, 2015* (NSW).
- (b) **“Authority”** means any statutory, governmental or other body having authority over the Lot or the Building including local council.
- (c) **“Bathroom Works”** means renovations to the bathroom and ensuite of the Lot, including the full demolition and strip-out of all waterproofing, wall and floor tiles and other fixtures and fittings and replacement with new waterproofing, wall and floor tiles, and other fixtures and fittings (ceiling excepted).
- (d) **“Building”** means the building situated at Italian Forum, 23 Norton Street Leichhardt NSW 2040.
- (e) **“Claims”** means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the Owners Corporation.
- (f) **“Flooring Works”** means the replacement of existing laminate floorboards with engineered floorboards and the replacement of tiles in the kitchen and entrance with engineered floorboards with effective acoustic underlay.
- (g) **“Insurances”** means:
 - (i) Insurance incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;
 - (ii) Workers' compensation insurance where required;
 - (iii) Insurance under the *Home Building Act, 1989* (where required); and
 - (iv) Public liability insurance for the amount of \$20,000,000.00.
- (h) **“Kitchen Works”** means renovations to the kitchen of the Lot, including the full demolition and strip-out of all wall and floor finishes, joinery and other fixtures and fittings and replacement with new wall and floor finishes, joinery and other fixtures and fittings (ceiling excepted).
- (i) **“Laundry Works”** means renovations to the laundry of the Lot, including the full demolition and strip-out of any waterproofing, wall and floor tiles and other fixtures and fittings and replacement with new waterproofing where required, wall and floor tiles, and other fixtures and fittings (ceiling excepted) including shelving.
- (j) **“Lot”** means lot 61 in the Strata Scheme.
- (k) **“Owner”** means the owner(s) of the Lot from time to time.
- (l) **“Owners Corporation”** means the owners corporation created on registration of the Strata Scheme.
- (m) **“Strata Scheme”** means the strata scheme created upon registration of strata plan no 60918 and any subdivision thereof.
- (n) **“WH & S Law”** means any work, health and safety law including the *Work Health and Safety Act, 2011* (NSW) and the *Work Health and Safety Regulation, 2017* (NSW).
- (o) **“Works”** means the major works to be carried out to Lot and common property for and in connection with the renovation of the Lot, including the:
 - (i) Bathroom Works;
 - (ii) Flooring Works;
 - (iii) Kitchen Works;
 - (iv) Laundry Works;
 - (v) replacement of the existing hot water tank with a continuous hot water system;

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- (vi) installation of a tap on the balcony;
 - (vii) installation of a faux fireplace in the lounge room;
 - (viii) installation of replacement lighting including the installation of downlights in the lounge room;
 - (ix) associated works including new and replacement joinery, electrical and plumbing works, painting,
- together with the application of effective waterproofing, fire-rating, acoustic insulation and structural support where required, and the repair, maintenance and replacement, if necessary, and/or removal of the above works together with the making good of lot and common property (including the Lot) affected or damaged by any of the above works, all such works to be carried out strictly in accordance with the provisions of this by-law.

2.2 Interpretation

In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency; and
- (k) reference to Works includes any and all parts of the Works, and/or where relevant, any ancillary equipment (including transformers), fittings, conduits and other componentry of the Works whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings, conduits and componentry.

3. Grant of special privileges

Subject to strict compliance with this and the other by-laws applicable to the Strata Scheme, the Owner shall have the special privilege in respect of the common property to carry out and to keep the Works on the terms and conditions of this by-law. For clarity, the Owner has the special privilege and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property.

4. Conditions

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4.1 Prior to commencement of the Works

Before commencing the Works, the Owner shall, at its own cost:

- (a) **(provide information)** provide to the Owners Corporation:
 - (i) new or additional engineering certification as requested by the Owners Corporation;
 - (ii) slab scan/concrete imaging to facilitate the installation of any core penetration works at locations as shown in any concrete scan report, specifying the number of penetrations and diameters of each;
 - (iii) plans, diagrams, quotations and details of the location of all parts of the Works;
 - (iv) information providing the proposed specifications, method of installation, and, where relevant, the type, colour, style, noise emission, insulation and size of the Works; and
 - (v) if required by the Owners Corporation, a dilapidation report and floor loading engineering assessment;
- (b) **(give consent)** give its written consent to the making of this by-law and to the repair and maintenance responsibilities imposed or conferred by this by-law in terms of the document which may be attached at **Annexure "A"**;
- (c) **(approvals from Authorities)** obtain all necessary approvals/consents/permits/certificates from any Authority and provide a copy to the Owners Corporation;
- (d) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the Owners Corporation;
- (e) **(give notice)** give written notice to all occupiers at the Strata Scheme of the dates and times of its intended Works approved under this by-law;
- (f) **(costs)** pay all the costs of the Owners Corporation including:
 - (i) professional fees required to properly consider and approve the Works including legal and strata management and other experts' fees; and
 - (ii) registration and consolidation fees for the registration of this by-law; and
- (g) **(obtain written authorisation)** and having provided all of the above, obtain the written authorisation of the Owners Corporation to commence the Works and, in this regard, the strata committee having regard to the terms of this by-law, is expressly authorised to give such authorisation.

4.2 Compliant Works

The Works must at the Owner's cost, and without derogating from the generality of the other provisions of this by-law:

- (a) **(in keeping)** be and remain in keeping with the appearance of the Building in the opinion of the Owners Corporation;
- (b) **(utilities)** have any utilities or other services required to operate the Works connected to the respective Lot's supply or account;
- (c) **(boundaries)** be installed wholly within the boundaries of the Lot except as may expressly be permitted by this by-law;
- (d) **(no nuisance)** not cause any noise or nuisance or other disturbance to an owner or occupier of another lot in the Strata Scheme or to any neighbouring property and the Owner shall ensure that the Works do not cause water escape or water penetration to lot or common property (including the Lot);
- (e) **(certification)** have structural, waterproofing, acoustic, floor loading, fire, electrical, hydraulic, plumbing and other certification as required by the Owners Corporation, such certification(s) to be provided to the Owners Corporation on demand;

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- (f) **(no variations)** not be varied without first obtaining the consent in writing from the Owners Corporation noting this may require a further general meeting and amendment to this by-law which will incur additional costs; and
- (g) **(Authority's requirements)** have, any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation.

4.3 Installation, repairs & maintenance

The Owner, when carrying out, effecting or removing the Works (including, for clarity, its repair and maintenance and other obligations under this by-law), shall:

- (a) **(best practice)** ensure the Works are carried out to “best practice” standards and in a proper and workmanlike manner;
- (b) **(licensed and insured trades)** use duly licensed and insured employees, contractors and/or agents, where necessary;
- (c) **(compliance with Authorities)** ensure compliance with the requirements of any Authority and/or the Owners Corporation and ensure that the Works are carried out as and when required or when directed by the Owners Corporation from time to time;
- (d) **(compliance with building standards)** ensure compliance with all relevant building laws, including the current Australian Building Codes and Standards, National Construction Code of Australia and WH & S Law;
- (e) **(time for completion)** ensure they are conducted expeditiously with a minimum of disruption and no later than within six (6) months of their commencement;
- (f) **(Insurances)** effect and maintain the Insurances;
- (g) **(preservation of integrity of Building)** preserve the structural, fire and waterproofing integrity of the Building;
- (h) **(protection of Building)** protect all affected areas of the Building from damage;
- (i) **(no storage on common property)** not store any items on or otherwise use any area of the common property except as may be approved by the strata committee; and
- (j) **(responsibility for trades etc)** be responsible for the Owner’s employees, contractors and/or agents compliance with the requirements of this by-law.

4.4 Access

The Owner shall also provide to the Owners Corporation or its nominated representative(s) and any Authority access to inspect the Lot within twenty-four (24) hours of any request from time to time to assess compliance with this by-law and/or for the purposes of carrying out repair, maintenance, certification or registration of the common property that may adjoin the Works.

4.5 Owner liable & Ownership

- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including their use.
- (b) The Works remain the property of the Owner exclusively serviced by them. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.

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4.6 Indemnity

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their respective use, maintenance, repair or replacement or the requirements of any Authority for or in respect of them.

5. Breach of this by-law

If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority including if it is reported that the Works cause nuisance or water penetration, the Owners Corporation may, without prejudice to its other rights and remedies:

- (a) demand rectification of the breach or contravention;
- (b) demand the removal of the Works and require the reinstatement/making good of the common property, at the cost of the relevant Owner;
- (c) enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation); and
- (d) recover as a debt the costs incurred together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

6. Applicability

This by-law binds and enures to the benefit of any and all future Owners.

7. Divestment of Owners Corporation's responsibility

The Owners Corporation specially resolved pursuant to Section 106 (3) of the Act to determine that:

- (a) it is inappropriate to maintain, renew, replace or repair the Works or any part thereof including waterproofing servicing the Lot; and
- (b) its decision will not affect the safety of any Building, structure or common property in the Strata Scheme or detract from the appearance of any property in the Strata Scheme.

Special By-law No. 38 – By-law for Works (Lot 85)^y

1. Introduction

The purpose of this by-law is to:

- (a) GRANT the Owner special privileges in respect of the specified part of the common property to carry out and to keep the Works to be carried out;
- (b) CONFER on the Owner, the right to keep and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;
- (c) REGULATE the repair, maintenance and replacement obligations under this by-law; and
- (d) INDEMNIFY the Owners Corporation,

on the terms and conditions of this by-law to which the Owner has consented in writing.

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2. Definitions & Interpretation

2.1 Definitions

In this by-law:

- (a) **“Act”** means the *Strata Schemes Management Act, 2015* (NSW).
- (b) **“Air-Conditioning Works”** means the works for the installation of air-conditioning to service the Lot such works to comply with the Specifications.
- (c) **“Authority”** means any statutory, governmental or other body having authority over the Lot or the Building including local council.
- (d) **“Bathroom Works”** means renovations to the bathroom and ensuite of the Lot, including the full demolition and strip-out of all waterproofing, wall and floor tiles and other fixtures and fittings and replacement with new waterproofing, wall and floor tiles, and other fixtures and fittings (ceiling excepted).
- (e) **“Building”** means the building situated at Italian Forum, 23 Norton Street Leichhardt NSW 2040.
- (f) **“Claims”** means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the Owners Corporation.
- (g) **“Documentation”** means the quotation of Gabriel Building Group Pty Ltd dated 10.08.2025 #922, a copy of which was tabled at the meeting at which this by-law was passed and which may be attached to this by-law.
- (h) **“Flooring Works”** means the removal and replacement of existing laminate floorboards throughout the Lot with new Easi Plank 7.5mm hybrid flooring and the replacement of tiles in the kitchen and entrance with such hybrid flooring which is to have effective acoustic insulation properties.
- (i) **“Insurances”** means:
 - (i) Insurance incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;
 - (ii) Workers’ compensation insurance where required;
 - (iii) Insurance under the *Home Building Act, 1989* (where required); and
 - (iv) Public liability insurance for the amount of \$20,000,000.00.
- (j) **“Kitchen Works”** means renovations to the kitchen of the Lot, including the full demolition and strip-out of all wall and floor finishes, joinery and other fixtures and fittings and replacement with new wall and floor finishes, joinery and other fixtures and fittings (ceiling excepted) together with the lowering of the height of the breakfast bar.
- (k) **“Lot”** means lot 85 in the Strata Scheme.
- (l) **“Owner”** means the owner(s) of the Lot from time to time.
- (m) **“Owners Corporation”** means the owners corporation created on registration of the Strata Scheme.
- (n) **“Specifications”** means the external motor(s):
 - (i) having all external pipes and electrical work enclosed in external trunking to match the appearance of the Building;
 - (ii) having a sound power level not exceeding 70dbA or other similar unit approved by the Owners Corporation;

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- (iii) mounted safely and securely in a location approved by the Owners Corporation and in such a manner so as to minimise noise and vibration and having all external units properly drained; and
 - (iv) which comply with the publication "*Air Conditioning Residential Best Practice Guideline*" (NSW) prepared by the Australian Institute of Refrigeration, Air Conditioning and Heating Inc.,.
- (o) **"Strata Scheme"** means the strata scheme created upon registration of strata plan no 60918 and any subdivision thereof.
- (p) **"WH & S Law"** means any work, health and safety law including the *Work Health and Safety Act, 2011* (NSW) and the *Work Health and Safety Regulation, 2017* (NSW).
- (q) **"Works"** means the major works to be carried out to Lot and common property for and in connection with the renovation of the Lot, including the:
- (i) Air-Conditioning Works;
 - (ii) Bathroom Works;
 - (iii) Flooring Works;
 - (iv) Kitchen Works; and
 - (v) associated works including new and replacement joinery, electrical and plumbing works, painting,
- together with the application of effective waterproofing, fire-rating, acoustic insulation and structural support where required, and the repair, maintenance and replacement, if necessary, and/or removal of the above works together with the making good of lot and common property (including the Lot) affected or damaged by any of the above works, all such works to be carried out strictly in accordance with the Documentation and the provisions of this by-law.

2.2 Interpretation

In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency; and
- (k) reference to Works includes any and all parts of the Works, and/or where relevant, any ancillary equipment (including transformers), fittings, conduits and other componentry of the Works

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whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings, conduits and componentry.

3. Grant of special privileges

Subject to strict compliance with this and the other by-laws applicable to the Strata Scheme, the Owner shall have the special privilege in respect of the common property to carry out and to keep the Works on the terms and conditions of this by-law. For clarity, the Owner has the special privilege and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property.

4. Conditions

4.1 Prior to commencement of the Works

Before commencing the Works, the Owner shall, at its own cost:

- (a) **(provide information)** provide to the Owners Corporation:
 - (i) new or additional engineering certification as requested by the Owners Corporation;
 - (ii) slab scan/concrete imaging to facilitate the installation of any core penetration works at locations as shown in any concrete scan report, specifying the number of penetrations and diameters of each;
 - (iii) plans, diagrams, quotations and details of the location of all parts of the Works;
 - (iv) information providing the proposed specifications, method of installation, and, where relevant, the type, colour, style, noise emission, insulation and size of the Works; and
 - (v) if required by the Owners Corporation, a dilapidation report and floor loading engineering assessment;
- (b) **(give consent)** give its written consent to the making of this by-law and to the repair and maintenance responsibilities imposed or conferred by this by-law in terms of the document which may be attached at **Annexure "A"**;
- (c) **(approvals from Authorities)** obtain all necessary approvals/consents/permits/certificates from any Authority and provide a copy to the Owners Corporation;
- (d) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the Owners Corporation;
- (e) **(give notice)** give written notice to all occupiers at the Strata Scheme of the dates and times of its intended Works approved under this by-law;
- (f) **(costs)** pay all the costs of the Owners Corporation including:
 - (i) professional fees required to properly consider and approve the Works including legal and strata management and other experts' fees; and
 - (ii) registration and consolidation fees for the registration of this by-law; and
- (g) **(obtain written authorisation)** and having provided all of the above, obtain the written authorisation of the Owners Corporation to commence the Works and, in this regard, the strata committee having regard to the terms of this by-law, is expressly authorised to give such authorisation.

4.2 Compliant Works

The Works must at the Owner's cost, and without derogating from the generality of the other provisions of this by-law:

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- (a) **(in keeping)** be and remain in keeping with the appearance of the Building in the opinion of the Owners Corporation;
- (b) **(utilities)** have any utilities or other services required to operate the Works connected to the respective Lot's supply or account;
- (c) **(boundaries)** be installed wholly within the boundaries of the Lot except as may expressly be permitted by this by-law;
- (d) **(no nuisance)** not cause any noise or nuisance or other disturbance to an owner or occupier of another lot in the Strata Scheme or to any neighbouring property and the Owner shall ensure that the Works do not cause water escape or water penetration to lot or common property (including the Lot);
- (e) **(certification)** have structural, waterproofing, acoustic, floor loading, fire, electrical, hydraulic, plumbing and other certification as required by the Owners Corporation, such certification(s) to be provided to the Owners Corporation on demand;
- (f) **(no variations)** not be varied without first obtaining the consent in writing from the Owners Corporation noting this may require a further general meeting and amendment to this by-law which will incur additional costs; and
- (g) **(Authority's requirements)** have, any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation.

4.3 Installation, repairs & maintenance

The Owner, when carrying out, effecting or removing the Works (including, for clarity, its repair and maintenance and other obligations under this by-law), shall:

- (a) **(best practice)** ensure the Works are carried out to "best practice" standards and in a proper and workmanlike manner;
- (b) **(licensed and insured trades)** use duly licensed and insured employees, contractors and/or agents, where necessary;
- (c) **(compliance with Authorities)** ensure compliance with the requirements of any Authority and/or the Owners Corporation and ensure that the Works are carried out as and when required or when directed by the Owners Corporation from time to time;
- (d) **(compliance with building standards)** ensure compliance with all relevant building laws, including the current Australian Building Codes and Standards, National Construction Code of Australia and WH & S Law;
- (e) **(time for completion)** ensure they are conducted expeditiously with a minimum of disruption and no later than within six (6) months of their commencement;
- (f) **(Insurances)** effect and maintain the Insurances;
- (g) **(preservation of integrity of Building)** preserve the structural, fire and waterproofing integrity of the Building;
- (h) **(protection of Building)** protect all affected areas of the Building from damage;
- (i) **(no storage on common property)** not store any items on or otherwise use any area of the common property except as may be approved by the strata committee; and
- (j) **(responsibility for trades etc)** be responsible for the Owner's employees, contractors and/or agents compliance with the requirements of this by-law.

4.4 Access

The Owner shall also provide to the Owners Corporation or its nominated representative(s) and any Authority access to inspect the Lot within twenty-four (24) hours of any request from time to time to

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assess compliance with this by-law and/or for the purposes of carrying out repair, maintenance, certification or registration of the common property that may adjoin the Works.

4.5 Owner liable & Ownership

- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including their use.
- (b) The Works remain the property of the Owner exclusively serviced by them. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.

4.6 Indemnity

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their respective use, maintenance, repair or replacement or the requirements of any Authority for or in respect of them.

5. Breach of this by-law

If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority including if it is reported that the Works cause nuisance or water penetration, the Owners Corporation may, without prejudice to its other rights and remedies:

- (a) demand rectification of the breach or contravention;
- (b) demand the removal of the Works and require the reinstatement/making good of the common property, at the cost of the relevant Owner;
- (c) enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation); and
- (d) recover as a debt the costs incurred together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

6. Applicability

This by-law binds and enures to the benefit of any and all future Owners.

7. Divestment of Owners Corporation's responsibility

The Owners Corporation specially resolved pursuant to Section 106 (3) of the Act to determine that:

- (a) it is inappropriate to maintain, renew, replace or repair the Works or any part thereof including waterproofing servicing the Lot; and
- (b) its decision will not affect the safety of any Building, structure or common property in the Strata Scheme or detract from the appearance of any property in the Strata Scheme.

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**Annexure "A"
FORM OF CONSENT**

The Registrar General
NSW Land Registry Services
Level 30
175 Liverpool Street
SYDNEY NSW 2000

Dear Registrar

**SPECIAL BY-LAW NO ... | BY-LAW FOR WORKS (LOT 85)
STRATA SCHEME SP60918
Italian Forum, 23 Norton Street Leichhardt NSW 2040
CONSENT PURSUANT TO SECTIONS 143(1) & 108(5) of the *Strata Schemes Management Act, 2015*
(NSW)**

I/we, **ZIVANKA PUPKOVSKA**, the Owner(s) of Lot 85/SP60918 hereby consent to the making of Special By-law No ... proposed to be made at the annual/extraordinary general meeting on or at any adjournment of that meeting and the conferring or imposition on me/us of the ongoing responsibility to repair and maintain the major renovations proposed by me/us to exclusively service our/my Lot as more particularly described and on the specific terms and conditions set out in Special By-law No....

I/we also undertake to pay all the costs of the Owners Corporation including reasonable professional fees required to properly consider or approve the proposal including legal and strata management fees and the professional costs and registration/consolidation fees incurred to register the by-law.

Dated: 11.11.2025

Signature of **ZIVANKA PUPKOVSKA**
Owners of Lot 85

Cc: The Secretary
The Owners – Strata Plan No 60918 c/- Premium Strata, Mr Sandro Li-Causi

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS
 CONDITIONS & PROVISIONS
 THE OWNERS – STRATA PLAN NO 60918



GABRIEL BUILDING GROUP PTY LTD
 ABN 32658743891
 MATHEW GABRIEL
 0439 264 773
 Lic No. 389231C



CLIENT DETAILS

Zivanka
 Pupkovicz

QUOTATION

DATE: 10/8/25
 QUOTE NO. 922

SCOPE OF WORKS

DESCRIPTION	COST
Demolition	
Removal and disposal of:	
<ul style="list-style-type: none"> Kitchen: floor and wall cabinets, stone benchtop, tiled splashback Remove and dispose of tiles to allow for timber floor to carry throughout unit and kitchen Wall Opening to Breakfast bar: remove and dispose of current breakfast bar sitting higher than bench height Bathrooms: <ul style="list-style-type: none"> Remove and dispose of both baths and shower areas Remove and dispose of both vanities and toilets Remove and dispose of wall and floor tiles including screed Flooring: <ul style="list-style-type: none"> Remove and dispose of timber flooring throughout unit 	96,800.00
Plumbing	
<ul style="list-style-type: none"> Cap services & make safe prior to demol Decommission all appliances and keep aside to be reinstalled on completion of renovation Adjust Hot & Cold water services to suite new PC items for Bathroom 	
Bathrooms	
<ul style="list-style-type: none"> Ensure all plumbing is pressure sealed prior to filling Fit off shower, vanity and toilet then leak test 	
Kitchen:	
<ul style="list-style-type: none"> Existing configuration to remain Fit off and leak test all appliances 	96,400.00
PC Items	
Product allowance for:	92,800.00
<ul style="list-style-type: none"> Vanity & mixer x 2 Toilet x 2 Shower screen, rose, mixer x 2 Toilet roll holder x 2 Shower / hand towel rack x 2 Kitchen sink, mixer Bathroom mirror shaving cabinets 	\$1,400.00 \$1,400.00 \$300.00 \$400.00 \$1,200.00 \$1,700.00
Waterproofing	
<ul style="list-style-type: none"> Supply and install waterproofing accordance with Australian Standards 3740, 2010 to both bathrooms Shower walls for 25 members for each toilet Waterproofing certificate - to be issued on payment of final claim 	\$4,000.00

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<p>Electrical</p> <ul style="list-style-type: none"> Cap off existing GPO's and light switches to bathroom and kitchen areas Salvage existing points and cover plates to be refixed upon completion Existing downlights to remain Amey??? 	\$820.00
<p>Floor Cover</p> <ul style="list-style-type: none"> Supply and install new East Floor 7 5mm Hybrid flooring throughout unit - colour F80 Approval from strata for the hard flooring product specified above must be obtained prior to the commencement of any install This is the responsibility of the owner to advise strata accordingly 	\$3,150.00
<p>Tiling</p> <p>Supply and install tiles:</p> <ul style="list-style-type: none"> Tile angles, sand & cement bedding Floor tile adhesive Wall tile adhesive Grout <p>Bathroom:</p> <ul style="list-style-type: none"> Floor to ceiling wall tiles Floor tiles <p>NB: Tile allowance for floor and wall tiles \$33/m². Any variation in price will be accounted for via invoicing</p>	\$10,500.00
<p>Kitchen</p> <ul style="list-style-type: none"> Kitchen 2D/3D design Soft close (Eum Options) or similar Drawer runner - Soft close Supply and install new kitchen top and bottom cupboards 20mm stone benchtop with die splashback - Unistone supplier Allowance for undermount sink cut out 	\$11,400.00

Note: Upon approval of quote, tiling selection can be made from Kims Ceramics - cost to be adjusted accordingly. PC items to be selected from JMK in Canterbury, price to be adjusted accordingly based on allowances.

Sub Total \$ **55,300.00**

GST \$ **5,530.00**

This quotation is valid for a period of 30 days after it is issued by Gabriel Building Group. Beyond that, quotations will require confirmation or adjustment by Gabriel Building Group.

Quote Total \$ **60,830.00**

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS
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THE OWNERS – STRATA PLAN NO 60918



Special By-law No. 39 – By-law for Works (Lot 30)^{vi}

1. Introduction

The purpose of this by-law is to:

- (a) GRANT the Owner special privileges in respect of the specified part of the common property to carry out and to keep the Works to be carried out;
- (b) CONFER on the Owner, the right to keep and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;
- (c) REGULATE the repair, maintenance and replacement obligations under this by-law; and
- (d) INDEMNIFY the Owners Corporation,

on the terms and conditions of this by-law to which the Owner has consented in writing.

2. Definitions & Interpretation

2.1 Definitions

In this by-law:

- (a) **“Act”** means the *Strata Schemes Management Act, 2015* (NSW).
- (b) **“Authority”** means any statutory, governmental or other body having authority over the Lot or the Building including local council.
- (c) **“Bathroom Works”** means renovations to the bathroom and ensuite of the Lot, including the full demolition and strip-out of all waterproofing, wall and floor tiles and other fixtures and fittings and replacement with new waterproofing, wall and floor tiles, and other fixtures and fittings (ceiling excepted) including in respect of the bathroom, the relocation of the vanity, and, in respect of the ensuite, the relocation of the shower and bathtub.
- (d) **“Building”** means the building situated at Italian Forum, 23 Norton Street Leichhardt NSW 2040.
- (e) **“Claims”** means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the Owners Corporation.
- (f) **“Documentation”** means the:
 - (i) quotation of Lunar Construction dated 24.11.2025 #QU-0045;
 - (ii) main bathroom revised layout drawing and ensuite proposed layout drawing;
 - (iii) Application to Carry Out Alterations to Your Lot form prepared by Catherine Alphonso dated 03.12.2025,a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.
- (g) **“Insurances”** means:

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- (i) Insurance incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;
 - (ii) Workers' compensation insurance where required;
 - (iii) Insurance under the *Home Building Act, 1989* (where required); and
 - (iv) Public liability insurance for the amount of \$20,000,000.00.
- (h) "Lot" means lot 30 in the Strata Scheme.
- (i) "Owner" means the owner(s) of the Lot from time to time.
- (j) "Owners Corporation" means the owners corporation created on registration of the Strata Scheme.
- (k) "Strata Scheme" means the strata scheme created upon registration of strata plan no 60918 and any subdivision thereof.
- (l) "WH & S Law" means any work, health and safety law including the *Work Health and Safety Act, 2011* (NSW) and the *Work Health and Safety Regulation, 2017* (NSW).
- (m) "Works" means the major works to be carried out to Lot and common property for and in connection with the renovation of the Lot for the Bathroom Works together with associated works including new and replacement joinery, electrical and plumbing works, painting and the application of effective waterproofing, fire-rating, acoustic insulation and structural support where required, and the repair, maintenance and replacement, if necessary, and/or removal of the above works together with the making good of lot and common property (including the Lot) affected or damaged by any of the above works, all such works to be carried out strictly in accordance with the Documentation and the provisions of this by-law.

2.2 Interpretation

In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency; and
- (k) reference to Works includes any and all parts of the Works, and/or where relevant, any ancillary equipment (including transformers), fittings, conduits and other componentry of the Works

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whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings, conduits and componentry.

3. Grant of special privileges

Subject to strict compliance with this and the other by-laws applicable to the Strata Scheme, the Owner shall have the special privilege in respect of the common property to carry out and to keep the Works on the terms and conditions of this by-law. For clarity, the Owner has the special privilege and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property.

4. Conditions

4.1 Prior to commencement of the Works

Before commencing the Works, the Owner shall, at its own cost:

- (a) **(provide information)** provide to the Owners Corporation:
 - (i) new or additional engineering certification as requested by the Owners Corporation;
 - (ii) slab scan/concrete imaging to facilitate the installation of any core penetration works at locations as shown in any concrete scan report, specifying the number of penetrations and diameters of each;
 - (iii) plans, diagrams, quotations and details of the location of all parts of the Works;
 - (iv) information providing the proposed specifications, method of installation, and, where relevant, the type, colour, style, noise emission, insulation and size of the Works; and
 - (v) if required by the Owners Corporation, a dilapidation report and floor loading engineering assessment;
- (b) **(give consent)** give its written consent to the making of this by-law and to the repair and maintenance responsibilities imposed or conferred by this by-law in terms of the document which may be attached at **Annexure "A"**;
- (c) **(approvals from Authorities)** obtain all necessary approvals/consents/permits/certificates from any Authority and provide a copy to the Owners Corporation;
- (d) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the Owners Corporation;
- (e) **(give notice)** give written notice to all occupiers at the Strata Scheme of the dates and times of its intended Works approved under this by-law;
- (f) **(costs)** pay all the costs of the Owners Corporation including:
 - (i) professional fees required to properly consider and approve the Works including legal and strata management and other experts' fees; and
 - (ii) registration and consolidation fees for the registration of this by-law; and
- (g) **(obtain written authorisation)** and having provided all of the above, obtain the written authorisation of the Owners Corporation to commence the Works and, in this regard, the strata committee having regard to the terms of this by-law, is expressly authorised to give such authorisation.

4.2 Compliant Works

The Works must at the Owner's cost, and without derogating from the generality of the other provisions of this by-law:

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- (a) **(in keeping)** be and remain in keeping with the appearance of the Building in the opinion of the Owners Corporation;
- (b) **(utilities)** have any utilities or other services required to operate the Works connected to the respective Lot's supply or account;
- (c) **(boundaries)** be installed wholly within the boundaries of the Lot except as may expressly be permitted by this by-law;
- (d) **(no nuisance)** not cause any noise or nuisance or other disturbance to an owner or occupier of another lot in the Strata Scheme or to any neighbouring property and the Owner shall ensure that the Works do not cause water escape or water penetration to lot or common property (including the Lot);
- (e) **(certification)** have structural, waterproofing, acoustic, floor loading, fire, electrical, hydraulic, plumbing and other certification as required by the Owners Corporation, such certification(s) to be provided to the Owners Corporation on demand;
- (f) **(no variations)** not be varied without first obtaining the consent in writing from the Owners Corporation noting this may require a further general meeting and amendment to this by-law which will incur additional costs; and
- (g) **(Authority's requirements)** have, any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation.

4.3 Installation, repairs & maintenance

The Owner, when carrying out, effecting or removing the Works (including, for clarity, its repair and maintenance and other obligations under this by-law), shall:

- (a) **(best practice)** ensure the Works are carried out to "best practice" standards and in a proper and workmanlike manner;
- (b) **(licensed and insured trades)** use duly licensed and insured employees, contractors and/or agents, where necessary;
- (c) **(compliance with Authorities)** ensure compliance with the requirements of any Authority and/or the Owners Corporation and ensure that the Works are carried out as and when required or when directed by the Owners Corporation from time to time;
- (d) **(compliance with building standards)** ensure compliance with all relevant building laws, including the current Australian Building Codes and Standards, National Construction Code of Australia and WH & S Law;
- (e) **(time for completion)** ensure they are conducted expeditiously with a minimum of disruption and no later than within six (6) months of their commencement;
- (f) **(Insurances)** effect and maintain the Insurances;
- (g) **(preservation of integrity of Building)** preserve the structural, fire and waterproofing integrity of the Building;
- (h) **(protection of Building)** protect all affected areas of the Building from damage;
- (i) **(no storage on common property)** not store any items on or otherwise use any area of the common property except as may be approved by the strata committee; and
- (j) **(responsibility for trades etc)** be responsible for the Owner's employees, contractors and/or agents compliance with the requirements of this by-law.

4.4 Access

The Owner shall also provide to the Owners Corporation or its nominated representative(s) and any Authority access to inspect the Lot within twenty-four (24) hours of any request from time to time to

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS
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assess compliance with this by-law and/or for the purposes of carrying out repair, maintenance, certification or registration of the common property that may adjoin the Works.

4.5 Owner liable & Ownership

- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including their use.
- (b) The Works remain the property of the Owner exclusively serviced by them. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.

4.6 Indemnity

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their respective use, maintenance, repair or replacement or the requirements of any Authority for or in respect of them.

5. Breach of this by-law

If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority including if it is reported that the Works cause nuisance or water penetration, the Owners Corporation may, without prejudice to its other rights and remedies:

- (a) demand rectification of the breach or contravention;
- (b) demand the removal of the Works and require the reinstatement/making good of the common property, at the cost of the relevant Owner;
- (c) enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation); and
- (d) recover as a debt the costs incurred together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

6. Applicability

This by-law binds and enures to the benefit of any and all future Owners.

7. Divestment of Owners Corporation's responsibility

The Owners Corporation specially resolved pursuant to Section 106 (3) of the Act to determine that:

- (a) it is inappropriate to maintain, renew, replace or repair the Works or any part thereof including waterproofing servicing the Lot; and
- (b) its decision will not affect the safety of any Building, structure or common property in the Strata Scheme or detract from the appearance of any property in the Strata Scheme.

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**Annexure “A”
Consent**

The Registrar General
NSW Land Registry Services
Level 30
175 Liverpool Street
SYDNEY NSW 2000

Dear Registrar

**SPECIAL BY-LAW NO ... | BY-LAW FOR WORKS (LOT 30)
STRATA SCHEME SP60918
Italian Forum, 23 Norton Street Leichhardt NSW 2040
CONSENT PURSUANT TO SECTIONS 143(1) & 108(5) of the *Strata Schemes Management Act, 2015*
(NSW)**

I/we, **ANDRE BARRIE ALPHONSO** and **CATHERINE ANNE ALPHONSO**, the Owner(s) of Lot 30/SP60918 hereby consent to the making of Special By-law No ... proposed to be made at the annual/extraordinary general meeting on 3rd February 2026 or at any adjournment of that meeting and the conferring or imposition on me/us of the ongoing responsibility to repair and maintain the major renovations (bathroom & ensuite renovations) proposed by me/us to exclusively service our/my Lot as more particularly described and on the specific terms and conditions set out in Special By-law No....

I/we also undertake to pay all the costs of the Owners Corporation including reasonable professional fees required to properly consider or approve the proposal including legal and strata management fees and the professional costs and registration/consolidation fees incurred to register the by-law.

Dated: 8th December 2025



.....
Signatures of **ANDRE BARRIE ALPHONSO** and **CATHERINE ANNE ALPHONSO**
Owners of Lot 30

Cc: *The Secretary
The Owners – Strata Plan No 60918 c/- Premium Strata, Mr Sandro Li-Causi*

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS
 CONDITIONS & PROVISIONS
 THE OWNERS – STRATA PLAN NO 60918



QUOTE

Catherine

Date
24 Nov 2025

Lunar Construction
PH : 0401 175 532

Expiry
24 Dec 2025

EMAIL :
sam@lunarconstruction.co
m.au

Quote Number
QU-0045

Reference
Unit 30, 23 Norton Street
Leichhardt

Description	Quantity	Unit Price	GST	Amount AUD
Strip Out – Bathroom & Ensuite Remove all existing fittings, tiles, wall linings, fixtures, and floor waste. Disconnect plumbing and electrical safely. Prepare area for new renovation works and remove all debris from site.	1.00	5,900.00	10%	5,900.00
Plumbing Works – Bathroom & Ensuite Disconnect existing fittings, install new hot and cold water lines, connect waste and sewer, rough-in and fit-off for shower, vanity, and toilet. Test all connections and ensure proper drainage. Fixtures supplied by owner.	1.00	8,800.00	10%	8,800.00
Electrical Works – Bathroom & Ensuite Disconnect existing fittings, supply and install new wiring, switches, power points, and exhaust fans. Install lighting as per layout and ensure all works comply with Australian electrical standards.	1.00	2,400.00	10%	2,400.00
Cement Rendering – Bathroom & Ensuite Prepare surfaces and apply cement render to walls for a smooth, even finish. Ensure proper adhesion and surface readiness for tiling. Includes all necessary materials.	1.00	6,800.00	10%	6,800.00
Waterproofing – Bathroom & Ensuite Prepare surfaces and apply waterproof membrane to floors and walls in accordance with AS 3740 standards. Include primer, sealing joints, and corners to ensure full protection against moisture.	1.00	3,000.00	10%	3,000.00
Tiling – Bathroom & Ensuite Prepare surfaces, lay floor and wall tiles as per design, including grouting and silicone sealing. Ensure proper tile alignment, falls to waste.	1.00	9,800.00	10%	9,800.00
Plastering – Bathroom & Ensuite Ceilings Supply and install new plasterboard ceiling, set joints, and finish to a smooth surface ready for painting. Include all necessary materials.	1.00	2,700.00	10%	2,700.00

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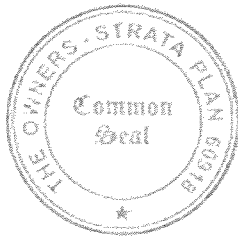
Description	Quantity	Unit Price	GST	Amount AUD	
Painting – Bathroom & Ensuite Prepare surfaces, apply primer and two coats of moisture-resistant paint to walls, ceiling, and trims. Ensure smooth, even finish and clean work area upon completion.	1.00	2,600.00	10%	2,600.00	
Shower Screen – Bathroom & Ensuite Supply and install frameless shower screens as per design. Include all fittings, silicone sealing, and ensure proper alignment and watertight finish.	1.00	3,200.00	10%	3,200.00	
Builders margin 15%	1.00	6,780.00	10%	6,780.00	
Note: All bathroom and ensuite fixtures, fittings, and equipment (including tiles, tapware, vanity, toilet, accessories) to be supplied by the owner.					
				Subtotal	51,980.00
				TOTAL GST 10%	5,198.00
				TOTAL AUD	57,178.00

Terms

Note: This estimate is not contract or a bill. It is our estimate at the total price to complete the work stated above, based up on our initial inspection. If prices change or additional work and labour are required, we will inform u prior to proceeding with work.

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THE OWNERS – STRATA PLAN NO 60918
CONDITIONS & PROVISIONS

-
- ⁱ SBL 34 – registered dealing #AU874929 passed by the Owners Corporation on 16.12.2024
 - ⁱⁱ SBL 35 – registered dealing #AU874929 passed by the Owners Corporation on 16.12.2024
 - ⁱⁱⁱ SBL 36 - registered dealing #AU874929 passed by the Owners Corporation on 16.12.2024
 - ^{iv} SBL 37 – registered dealing #AV445337 passed by the Owners Corporation on 12.09.2025
 - ^v SBL 38 – passed by the Owners Corporation at the AGM held on 03.02.2026
 - ^{vi} SBL 39 –passed by the Owners Corporation at the AGM held on 03.02.2026



Signature: 

Name: Sandro Li-Causi

Authority: Strata Managing Agent

Approved Form 23

Attestation

The seal of The Owners – Strata Plan No 60918 was affixed on 17th February 2026 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act, 2015* (NSW) to attest the affixing of the seal.

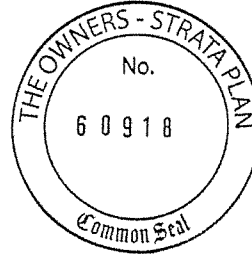
Signature:



Name: Sandro Li-Causi

Authority: Strata Managing Agent

Executed at 4:12pm on 17.02.2026 by electronic signature affixed by me, Sandro Li-Causi.





PLANNING CERTIFICATE

UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: PCT/2026/2080

Fee: \$156.00

Certificate Date: 06/05/2026

Applicant	Owner (as recorded by Council)
Daniele Scott Solicitors 52 Norton Street LEICHHARDT NSW 2040 law@danielescott.com.au	Mr N A Trombetta

Subject property address (if applicable)	Legal description
Unit 157/23 Norton Street LEICHHARDT NSW 2040	Lot 157 SP 60918

Information provided pursuant to *Environmental Planning and Assessment Act 1979* and *Environment Planning and Assessment Regulation 2021*

In accordance with the requirements of section 10.7 of the *Environmental Planning and Assessment Act 1979* ("the Act") and Schedule 2 of the *Environment Planning and Assessment Regulation 2021*, the following prescribed matters relate to the land at the date of this certificate.

1. Names of relevant planning instruments and Development Control Plans

The following is a list of State Environmental Planning Policies (SEPPs) and proposed SEPPs that may apply to the carrying out of development on the land:

- *State Environmental Planning Policy (Biodiversity and Conservation) 2021*
- *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
- *State Environmental Planning Policy (Housing) 2021*
- *State Environmental Planning Policy (Industry and Employment) 2021*
- *State Environmental Planning Policy (Planning Systems) 2021*
- *State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021*
- *State Environmental Planning Policy (Primary Production) 2021*
- *State Environmental Planning Policy (Resilience and Hazards) 2021*
- *State Environmental Planning Policy (Resources and Energy) 2021*
- *State Environmental Planning Policy (Sustainable Buildings) 2022*
- *State Environmental Planning Policy (Transport and Infrastructure) 2021*

The following Local Environmental Plan applies to the land:

- *Inner West Local Environmental Plan 2022*

Note: Clause 6.32 Special Entertainment Precinct applies to this land. Further information on Special Entertainment Precincts is available on Council's website: www.innerwest.nsw.gov.au/work/doing-business-here/special-entertainment-precincts

The following Development Control Plan applies to the land:

- Leichhardt Development Control Plan 2013

The following proposed Local Environmental Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

- *Draft Inner West Local Environmental Plan 2022 – Parramatta Road Corridor Implementation Stage 1*

Note: It has been less than 3 years since the end of the public exhibition period for the proposed Local Environmental Plan and no notice has been received from the Planning Secretary that the making of the proposed instrument has been deferred indefinitely or has not been approved.

The following proposed Development Control Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

- *Draft Leichhardt Development Control Plan 2013 - Parramatta Road Corridor Implementation Stage 1 (Leichhardt and Taverners Hill Precinct)*

Note: it has been less than 3 years since the end of the public exhibition period for the draft Development Control Plan.

2. Zoning and land use under relevant environmental planning instruments

Inner West Local Environmental Plan 2022

Zone E1 Local Centre

1 Objectives of zone

- To provide a range of retail, business and community uses that serve the needs of people who live in, work in or visit the area.
- To encourage investment in local commercial development that generates employment opportunities and economic growth.
- To enable residential development that contributes to a vibrant and active local centre and is consistent with the Council's strategic planning for residential development in the area.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To provide employment opportunities and services in locations accessible by active transport.
- To provide retail facilities and business services for the local community commensurate with the centre's role in the local centres hierarchy.
- To ensure Inner West local centres are the primary location for commercial and retail activities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To enhance the unique sense of place offered by Inner West local centres by ensuring buildings display architectural and urban design quality and contributes to the desired character and cultural heritage of the locality.

2 Permitted without consent

Home occupations

3 Permitted with consent

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Hostels; Hotel or motel accommodation; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Camping grounds; Caravan parks; Cemeteries; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial training facilities; Industries; Marinas; Mortuaries; Open cut mining; Recreation facilities (major); Registered clubs; Residential accommodation; Restricted premises; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Waste or resource transfer stations; Water storage facilities; Water treatment facilities; Wholesale supplies

2. Zoning and land use under relevant environmental planning instruments

Note: On 26 April 2023, Business and Industrial zones were replaced with Employment zones.

Do any additional permitted uses apply to the land?

YES

See Inner West LEP Additional Uses Map for further information.

Are there any development standards that fix minimum land dimensions for the erection of a dwelling-house on the land?

NO

Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

NO

Is the land in a conservation area, (however described)?

NO

Is there an item of environmental heritage, however described, on the land?

NO

3. Contributions plans

1. The following contributions plans apply to the land under Division 7.1 of the *Environmental Planning and Assessment Act 1979*:

- Section 7.11 and 7.12 Inner West Local Infrastructure Contributions Plan 2023.
- *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024*.

2. This land is identified as being within a region within the meaning of the *Environmental Planning and Assessment Act*, under Division 7.1, Subdivision 4 –

- (a) The name of this region is the Greater Sydney region.
- (b) The name of the Ministerial planning order in which this region is identified is *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024*.

3. This land is not in a special contribution area to which a continued 7.23 determination applies.

4. In this section –

Continued 7.23 determination means a s7.23 determination that –

- (a) Has been continued in force by the Act, Schedule 4, Part 1, and
- (b) Has not been repealed as provided by that part.

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4. Complying Development - *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

Housing Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Rural Housing Code

NO. The Rural Housing Code does not apply to land within the Inner West Local Government Area.

Low Rise Housing Diversity Code

<p>4. Complying Development - State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Pattern Book Development Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Greenfield Housing Code</p> <p>NO. The Greenfield Housing Code does not apply to land within the Inner West Local Government Area.</p>
<p>Inland Code</p> <p>NO. The Inland Code does not apply to land within the Inner West Local Government Area.</p>
<p>Housing Alterations Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>General Development Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Industrial and Business Alterations Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Industrial and Business Buildings Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Container Recycling Facilities Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Subdivisions Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Demolition Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Fire Safety Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>

5. Exempt Development - State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Can exempt development be carried out on the land?

YES. Exempt Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

6. Affected building notices and building product rectification orders

Is the council aware of an affected building notice (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) in force in relation to the land?

NO

Is the council aware of a building product rectification order (as defined under the *Building Products (Safety) Act 2017*) in force in relation to the land that has not been fully complied with?

NO

Is the council aware of any outstanding notice of intention (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) to make a building product rectification order that has been given in relation to the land?

NO

7. Land reserved for acquisition

Is Council aware of an environmental planning instrument or proposed environmental planning instrument that makes provision in relation to the acquisition of the land by an authority of the State, 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?

NO

9. Flood related development controls

Is the land or part of the land located within a flood planning area and subject to flood related development controls?

YES

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

In this section—

- **flood planning area** has the same meaning as in the Flood Risk Management Manual.
- **Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.
- **probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

Note:

- The property is located within the Flood Planning Area, as determined through Inner West Council's adopted Flood Studies, and is identified as a Flood Affected Property under Council's Development Control Plan.
- Clause 5.21 – Flood Planning of the Inner West Local Environment Plan 2022 applies all development.
- Further information on flooding, including copies of Council's adopted Flood Studies, can be found on Council's Flooding webpage at <https://www.innerwest.nsw.gov.au/live/environment-and-sustainability/in-your-neighbourhood/rivers-and-waterways/flooding>.
- If you wish to obtain specific information about flood levels in the vicinity of the property you may choose to apply for a Flood Certificate. Please see <https://www.innerwest.nsw.gov.au/live/environment-and-sustainability/in-your-neighbourhood/flood-certificate> for further information.
- For further information, please contact Council's Stormwater and Asset Planning Team.

10. Council and other public authority policies on hazard risk restrictions

Is the land affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding?

a) Land slip	NO
b) Bushfire	NO
c) Tidal inundation	NO
d) Subsidence	NO
e) Acid sulfate soils	NO
f) Contamination	YES - Leichhardt Development Control Plan 2013 refer to Part C: Place Section 1 General Provisions - C1.8 Contamination.
g) Aircraft noise	NO
h) Salinity	NO
i) Coastal hazards	NO
j) Sea level rise	NO

11. Bush fire prone land

Is any part of the land bushfire prone land as designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*?

NO

12. Loose-fill asbestos insulation

Does the land include residential premises that are listed in the loose-fill asbestos insulation register maintained by the NSW Fair Trading as containing loose-fill asbestos ceiling insulation?

NO

13. Mine subsidence

Is the land declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

NO

14. Paper subdivision information

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land?

NO

15. Property vegetation plans

Has council been notified that a property vegetation plan is approved (and in force) in relation to the land under Part 4 of the *Native Vegetation Act 2003*?

NO

16. Biodiversity stewardship sites

Has council been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

NO

17. Biodiversity certified land

Is the land biodiversity certified under Part 8 of the *Biodiversity Conservation Act 2016*?

NO

18. Orders under *Tree (Disputes Between Neighbours) Act 2006*

Has council been notified of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

NO

19. Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

Has a current (or previous owner) provided written consent to the land being subject to annual charges for coastal protection services under the section 496B *Local Government Act 1993* that relates to existing coastal protection works?

NO

20. Western Sydney Aerotropolis

Does Chapter 4 of the *State Environmental Planning Policy (Precincts – Western Parkland City) 2021* (Aerotropolis Chapter) apply to the land?

NO

21. Development consent conditions for seniors housing

Does Chapter 3 of Part 5 of the *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

Do any conditions of a development consent granted after 11 October 2007 that are of the kind set out in Section 88(2) of *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

22. Site compatibility certificates and development consent conditions for affordable rental housing

1. Is the council aware of a current (or former) site compatibility certificate in relation to proposed development on the land under the *State Environmental Planning Policy (Housing) 2021*?
NO
2. Do any conditions of development consent that are of the kind referred to in sections 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* apply to the land?
NO
3. Do any conditions of development consent that are of the kind referred to in clauses 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* apply to the land?
NO

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

- **NO.** Properties in the Inner West are not provided water or sewerage services under the *Water Industry Competition Act 2006*.

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?

YES

For more information, please visit: www.innerwest.nsw.gov.au/work/doing-business-here/special-entertainment-precincts

25. Interim development in future infrastructure corridors

Does section 4.7A of the *State Environmental Planning Policy (Transport and Infrastructure) 2021* apply to the land?

NO

MATTERS PRESCRIBED BY ACTS OTHER THAN THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 TO BE INCLUDED IN S10.7(2) PLANNING CERTIFICATE

Section 59(2) of the *Contaminated Land Management Act 1997* (CLM Act)

Is the land:

(a) Significantly contaminated land within the meaning of the CLM Act?

NO

(b) Subject to a management order within the meaning of the CLM Act?

NO

(c) Subject of an approved voluntary management proposal within the meaning of the CLM Act?

NO

(d) Subject to an ongoing maintenance order within the meaning of the CLM Act?

NO

(e) Subject of a site audit statement within the meaning of the CLM Act?

NO

THE FOLLOWING INFORMATION IS PROVIDED PURSUANT TO SECTION 10.7(5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.

Awnings - structure or work in or over a public road

Council advises there is a structure or work in or over the public road adjoining the Property, the benefit of which resides with the person in control of the Property. Under section 142 of the *Roads Act 1993*, the structure or work is to be maintained in a satisfactory state of repair. Council encourages the person with control of the structure or work to obtain regular certification of its state of repair by a suitably qualified engineer.

Note: A structure or work may include a traditional shop awning, posted balconies, or cantilevered awnings or balconies.

Special Entertainment Precinct and Sound Category Area

This property is located within a Special Entertainment Precinct as defined in Section 202 of the Local Government Act 1993.

This property is also identified under the relevant Development Control Plan as a Sound Category Area.

Further information on Special Entertainment Precincts is available on Council's website:
www.innerwest.nsw.gov.au/work/doing-business-here/special-entertainment-precincts

State Environmental Planning Policy (Planning Systems) 2021

In March 2022, the NSW State Government introduced *State Environmental Planning Policy (Planning Systems) 2021* that allows the Secretary of the Department of Planning, Industry and Environment (the Planning Secretary) to act on behalf of an approval body that requires concurrence under the following environmental planning instruments: *State Environmental Planning Policy (Transport and Infrastructure) 2021*, and *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

Australian Noise Exposure Forecast (ANEF)

The subject land is below the 20 ANEF contour.

Further information about forecast changes in aircraft noise impacts are contained in Sydney Airport's Masterplan and the Australian Noise Exposure Forecast (ANEF) 2045 map is available here www.sydneyairport.com.au

For more information please contact:

Airservices Australia

National Noise Enquiry Line: 1800 802 584

The national number rings at the nearest local noise enquiry office.

Head Office Address: Alan Woods Building, 25 Constitution Avenue, Canberra ACT 2601

Postal Address: GPO Box 367, Canberra ACT 2601

Additional ANEF information can be found under the Airservices Australia web site: <http://www.airservicesaustralia.com>

Sydney Ports Corporation

Some land in the Inner West (located in the vicinity of the White Bay and Glebe Island ports) may be affected by noise from port operations. If you consider that the subject land is, or is likely to be affected by port noise, please contact:

The Environment Operations Manager at:
Sydney Ports Corporation
Level 4, 20 Windmill Street
Walsh Bay NSW 2000
Telephone (02) 9296 4999

Information regarding outstanding notices and orders

For information regarding outstanding notices and orders a Certificate for outstanding notices or intention and/or an Order under section 735A of the *Local Government Act 1993* may be applied for at any of the Inner West Council's Service Centres in Ashfield, Leichhardt, or Petersham.

General Message on matters not able to be included in this Certificate

The s10.7 Certificate provides information relating to the land itself. Persons should make their own enquiries into external matters which may affect the enjoyment of the land such as development consents on adjacent land, Park Plans of Management etc.

General Information

The absence of any reference to a matter affecting the land in this certificate shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the *Environmental Planning and Assessment Regulation 2021* and is provided only to the extent that the Council has been notified by relevant departments or public authorities.

When advice in accordance with section 10.7(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and section 2 of schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State Environmental Planning Policies should be directed to NSW Department of Planning and Environment.

Please contact Council's Strategic Planning section for further information about this Planning Certificate.



DANIEL EAST
SENIOR MANAGER STRATEGIC PLANNING

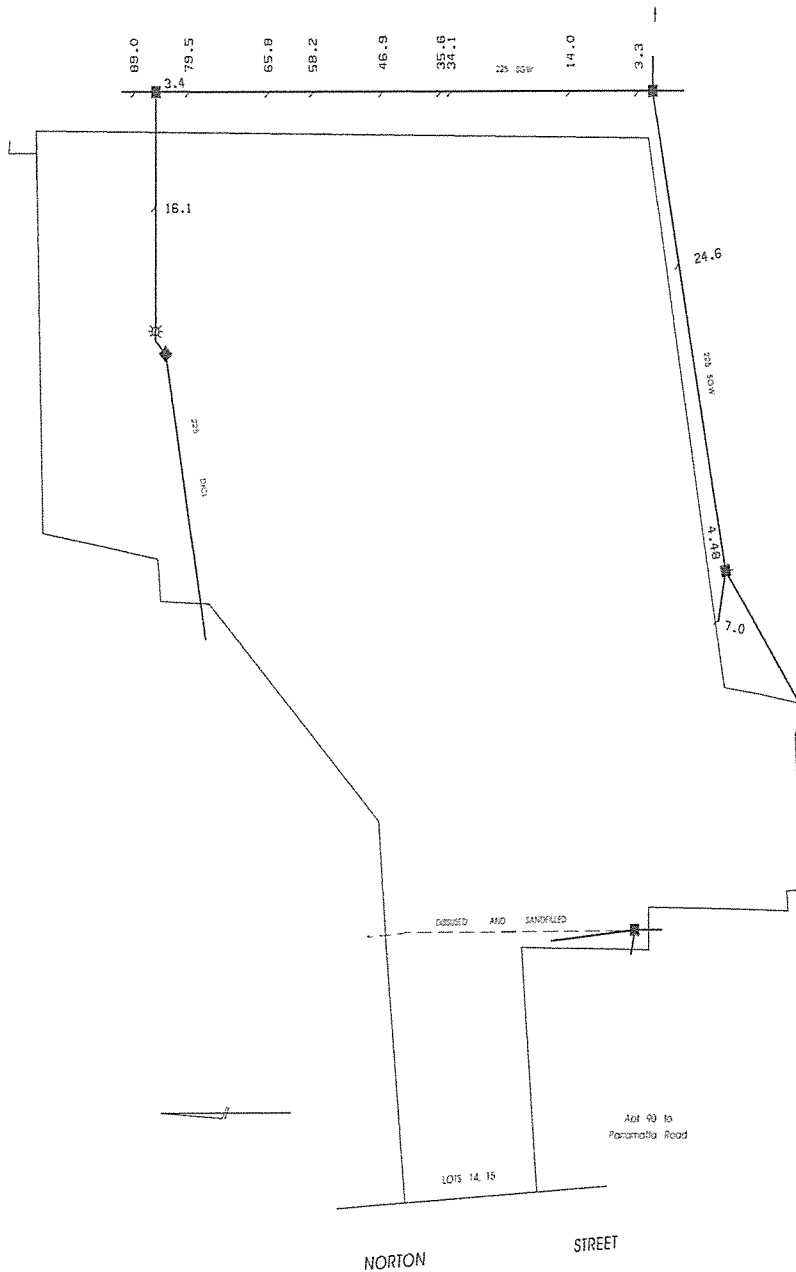
Service Location Print
Application Number: 8005228436



Document generated at 05-05-2026 04:31:15 PM

Sewer Service Diagram

Application Number: 8005228435



Form 22564 (A.3 No 4) (April 07) 5220 (44) Water Board Pricing Services

INDICATES		DRAINAGE FITTINGS		SYMBOLS AND ABBREVIATIONS		INDICATES		PLUMBING FIXTURES & OR FITTINGS		M.W.S. & D.B.	
■	Manhole	□	P. Trap	CO	Clear Out	CO	Clear Out	Blf	Bidet	SEWERAGE SERVICE DIAGRAM MUNICIPALITY OF <u>LEICHHARDT</u> SUBURB OF <u>LEICHHARDT</u> Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres	
□	Chim	□	Relief Valve	D V	Vent Pipe	D V	Vent Pipe	S	Shower		
⊙	L.H. Lampole	○	Clearing Eye	T	Tube	DW	Dishwasher	F	Floor Waste	YES	NO
□	Boundary Trap	○	Vert. Vertical Pipe	K	Kitchen Sink	F	Floor Waste	W	Water Closet	Inspector	Date of Issue
⊙	Inspection Shaft	IP	Induct Pipe	W	Water Closet	W	Water Closet	W	Washing Machine	Ur.s	Cert. Of Compliance No.
⊙	Fit	MF	Man Flap	W	Wash Basin	W	Wash Basin	W	Wash Basin	Ur.s	Field Diagram Examined by
⊙	Grease Interceptor	J	Junction	H	Handbasin	W	Wash Basin	W	Wash Basin	Sewer Rat.	Inspector
⊙	Gully	AP	Roofing Point	W	Handbasin	W	Wash Basin	W	Wash Basin	Draper	Cert. Of Compliance No.
				INDICATES - PLUMBING ON MORE THAN ONE LEVEL				Plumber			
				O SY Soil Vent Pipe O WS Waste Stack				Tracing Checked by			
SEWER AVAILABLE Where the sewer is not available and a special inspection is required the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, drains and structures should be ascertained by inspection of records available at Board's Business Offices, Section 23.01 of Board's Act. Position of structures, boundaries, sewers and sewerage service shown hereon are approximations only and in general the positions of buildings may have been drawn from aerial building plans submitted to the Board. Discrepancies in surface can occur from amendments to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unrecorded work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been submitted.										City of Diagram No 3057651	
NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (by Law 8, Clause 2).											
Connection Dates: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31											

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.