

Contract for the sale and purchase of land 2022 edition

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| TERM vendor's agent | MEANING OF TERM Stone Real Estate Maroubra Shop 7, 160 Maroubra Road Maroubra, NSW 2035 | NSW DAN: phone: (02) 8201 3388 email: ivangunawan@stonerealestate.com.au ref: Ivan Gunawan - 0421 032 760 |
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co-agent

vendor Johanes Iskandar
128 Gibson Avenue, Padstow, NSW 2211

| | | |
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| vendor's solicitor | Conveyancing Now NSW Pty Ltd 2/55 President Avenue, Kogarah NSW 2217 | phone: (02) 9188 8377 email: karina@conveyancingnownsw.com ref: JS:KW:240909 |
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| date for completion land (address, plan details and title reference) | 42 days after the contract date Unit 534/99 JONES ST ULTIMO NSW 2007 Lot 219 STRATA PLAN 58945 Folio Identifier 219/SP58945 | (clause 15) |
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| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: |
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attached copies documents in the List of Documents as marked or as numbered:
 other documents:

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

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| inclusions | <input checked="" type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: clothes dryer (not working), dishwasher (not working) |
| exclusions | |
| purchaser | |
| purchaser's solicitor | |
| price | |
| deposit | |
| balance | (10% of the price, unless otherwise stated) |
| 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>Johanes Iskandar</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>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____ _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held Office held</p> | <p>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>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____ _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held Office held</p> |

Choices

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

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

Manual transaction (clause 30)

NO yes

(if yes, vendor must provide further details, including any applicable exemption, 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 an **GSTRW payment** NO yes (if yes, vendor must provide details)
(GST residential withholding payment)

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 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 that is 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 type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate | <input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input checked="" type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input checked="" type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60 |
| 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

Body Corporate Services (BCS), Sydney
 Unit Level 2c, 66-68 Goulburn Street, Sydney, NSW 2000
 bcs_sydney@picagroup.com.au
 1300 889 227

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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| 1.1 | In this contract, these terms (in any form) mean – |
| | <i>adjustment date</i> the earlier of the giving of possession to the purchaser or completion; |
| | <i>adjustment figures</i> details of the adjustments to be made to the price under clause 14; |
| | <i>authorised Subscriber</i> a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8; |
| | <i>bank</i> the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| | <i>business day</i> any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| | <i>cheque</i> a cheque that is not postdated or stale; |
| | <i>clearance certificate</i> a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion; |
| | <i>completion time</i> the time of day at which completion is to occur; |
| | <i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900; |
| | <i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor – |
| | <ul style="list-style-type: none"> ● 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> (12.5% as at 1 July 2017); |
| | <i>FRCGW remittance</i> a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ; |
| | <i>GST Act</i> A New Tax System (Goods and Services Tax) Act 1999; |
| | <i>GST rate</i> the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| | <i>GSTRW payment</i> a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>); |
| | <i>GSTRW rate</i> the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not); |
| | <i>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> ; |

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| <i>requisition</i> | an objection, question or requisition (but the term does not include a claim); |
| <i>rescind</i> | rescind this contract from the beginning; |
| <i>serve</i> | serve in writing on the other <i>party</i> ; |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>; |
| <i>solicitor</i> | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</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 22 of the Swimming Pools Regulation 2018). |

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

13 Goods and services tax (GST)

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

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic 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 in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within that time* and in that manner –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within the time* for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 ● either *party* *serving* notice of the event happening;
 ● every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 ● the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
 - 32.3.2 the claim for compensation is not a claim under this contract.

UNIT 534, 99 JONES ST ULTIMO NSW 2007

- 33 The Contract is amended as follows:
- (a) Clause 3.10.2 & 3.11.2 are deleted.
 - (b) Clause 7.1.1 is amended by deleting "5%" and inserting in its place "1%";
 - (c) ~~Clause 14.4.2 is replaced with the words "by adjusting the amount actually payable by the Vendor for the property";~~
 - (d) Clause 23.13 and 23.14 is amended by replacing the figure "7" with "2";
 - (e) Clause 23.14 is amended by deleting the first sentence of the clause.
 - (f) Clause 25.1.1 is amended by deleting "limited".
- 34 The property is sold and accepted in its present condition and state of repair as and where it stands and as fenced and the Purchaser shall not be entitled to take any objection or make any requisition or claim any compensation on the ground that there are any defects or deficiencies in any electrical appliances building structure services or fences or that any repairs or additional work are required thereto respectively. The Purchaser acknowledges that he is purchasing the property as a result of his own inspection and inquiries and that the Vendor has not nor has anyone on the Vendor's behalf made any representation or given any warranties in respect of the same,
- 35 The Purchaser agrees to purchase the property subject to all existing water, sewerage, drainage, gas , electrical and other mains and services connections, pipes or distributors installed within the property whether or not connected to any improvements erected on the property and the Purchaser shall not make any objection, requisition or claim for compensation nor be entitled to rescind or fail to complete this contract by reason of any such installations as aforesaid and the Purchaser be deemed to have satisfied himself as to the position and nature of any such installations by virtue of having signed this Contract.
- 36 The Purchaser warrants to the Vendor that it was not introduced to the property by any agent other than the Vendor's agent, nor is any agent the effective cause of this sale. In the event that the Purchaser is in breach of this warranty the Purchaser agrees to indemnify and keep the Vendor indemnified against any claim for commission by any agent (other than the Vendor's agent). The parties agree that this condition must not merge on completion of this Contract.
- 37 Should either party (or if a party is more than one person, anyone or more of the persons comprising that party) prior to completion:
- (a) being a company:
 - i. resolves to go or enters into liquidation;
 - ii. has an application for its winding up filed;
 - iii. enters into any scheme, arrangement or composition with or assignment for the benefit of creditors;
 - iv. has a liquidator, receiver or official manager of it appointed or otherwise become an externally-administered body corporate within the meaning of the *Corporations Act 2001 (Cth)*;
 - v. is unable to pay its debts within the meaning of the *Corporations Act 2001 (Cth)*; or
 - vi. deregisters itself; or
 - (b) if a natural person:
 - i. is or becomes bankrupt;
 - ii. enters into any scheme, arrangement or composition with or assignment for the benefit of creditors;
 - iii. is or becomes a protected person under the *Protected Estates Act, 1993*; or
 - iv. is or becomes a mentally ill or a mental disordered person in accordance with the relevant criteria set out in Chapter 3 of the *Mental Health Act, 1990*;
 - v. dies,
- then either party may rescind this Contract by notice to the other party. If the Purchaser is not otherwise in default under this Contract, the Contract will be at an end upon service of such a notice and provisions of the printed Clause 19 will apply to that rescission. If any of the events

in subclauses (a), b(i),b(ii) or b(iii) occur, they constitute a breach of this contract for the purposes of clause 19.2.3.

- 38** It is expressly agreed between the parties that in my circumstances justifying the issue of a Notice to Complete, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose.
- (a) If for any reason other than the Vendor's default completion does not take place on the completion date, the Purchaser must pay to the Vendor on completion interest on the balance of purchase price at the rate of 8% per annum calculated on a daily basis for the period from (and including) the completion date until the date of actual completion
 - (b) In the event a Notice to Complete is served on the Purchaser by the Vendor, the Purchaser will pay an additional amount of \$440 (GST inclusive) on completion to the Vendor to cover the Vendor's additional legal costs caused by the delay. This is an essential term of the contract and the Vendor shall not be obliged to complete the transaction unless the interest and this cost referred to herein are paid.
- 39** If for any reason other than the Vendor's default settlement does not take place at the scheduled date, in addition to any other monies payable by the Purchaser on completion of this contract, the Purchaser must pay an additional \$220 (GST inclusive) on settlement, to cover the Vendor's additional legal fee and expenses incurred as a consequence of the delay.
- 40** Each party agrees that if on completion and apportionment of outgoings required to be made under this contract is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.
- 41** The parties agree that the deposit payable under this Contract is an amount equal to 10% of the purchase price (the Deposit). In the event the Vendor agrees to accept deposit less than 10% of the purchase price, payment of the Deposit will need to be completed in the following manners:
- (a) 5% on the signing of this Contract payable to the Depositholder; and
 - (b) 5% on completion or termination of this Contract pursuant to clause 9 (whichever in fact occurs).
- Payment of the Deposit as provided above is without prejudice and without limit to the Vendor's rights to claim damages from the Purchaser as and where appropriate.
- 42** **Christmas and New Year closure**
- For the purpose of this agreement, any notice of time limit for the doing of any act or compliance with any obligations by either party, including settlement, which expires or falls due on any date between 24 December 2024 and 13 January 2025 (both dates inclusive) shall be deemed to expire or fall due on 15 January 2025.



FOLIO: 219/SP58945

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| ----- | ---- | ----- | ---- |
| 25/10/2024 | 3:59 PM | 8 | 4/11/2021 |

LAND

LOT 219 IN STRATA PLAN 58945
AT ULTIMO
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

JOHANES ISKANDAR (T AJ365869)

SECOND SCHEDULE (2 NOTIFICATIONS)

- INTERESTS RECORDED ON REGISTER FOLIO CP/SP57895
- AR584925 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP57895

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|------------|
| 25/10/2024 | 4:02 PM | 19 | 11/10/2024 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 57895
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ULTIMO
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST ANDREW COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 2 SP57895

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 57895
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- BCS STRATA MANAGEMENT PTY LTD
LOCKED BAG 22
HAYMARKET
NSW 1238

SECOND SCHEDULE (5 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973
INCORPORATES DEVELOPMENT LOT 168
SP58945 DEVELOPMENT SCHEME IS NOW CONCLUDED
- 2254392 RESTRICTION(S) ON THE USE OF LAND
- AM588710 INITIAL PERIOD EXPIRED
- AU482160 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 57895

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|-----|------|-----|------|-----|------|-----|------|
| 1 | - 31 | 2 | - 31 | 3 | - 28 | 4 | - 23 |
| 5 | - 23 | 6 | - 25 | 7 | - 30 | 8 | - 25 |
| 9 | - 31 | 10 | - 25 | 11 | - 32 | 12 | - 29 |
| 13 | - 31 | 14 | - 29 | 15 | - 31 | 16 | - 24 |
| 17 | - 23 | 18 | - 30 | 19 | - 24 | 20 | - 27 |
| 21 | - 31 | 22 | - 24 | 23 | - 21 | 24 | - 32 |
| 25 | - 31 | 26 | - 26 | 27 | - 31 | 28 | - 26 |
| 29 | - 33 | 30 | - 30 | 31 | - 31 | 32 | - 30 |
| 33 | - 25 | 34 | - 25 | 35 | - 24 | 36 | - 28 |

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP57895

PAGE 2

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

STRATA PLAN 57895

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|-----|------|-----|------|-----|------|-----|-----------|
| 37 | - 21 | 38 | - 28 | 39 | - 27 | 40 | - 28 |
| 41 | - 29 | 42 | - 26 | 43 | - 28 | 44 | - 26 |
| 45 | - 25 | 46 | - 23 | 47 | - 32 | 48 | - 26 |
| 49 | - 31 | 50 | - 25 | 51 | - 26 | 52 | - 31 |
| 53 | - 26 | 54 | - 33 | 55 | - 30 | 56 | - 31 |
| 57 | - 30 | 58 | - 25 | 59 | - 25 | 60 | - 32 |
| 61 | - 28 | 62 | - 31 | 63 | - 22 | 64 | - 26 |
| 65 | - 28 | 66 | - 28 | 67 | - 30 | 68 | - 27 |
| 69 | - 31 | 70 | - 26 | 71 | - 27 | 72 | - 23 |
| 73 | - 32 | 74 | - 27 | 75 | - 32 | 76 | - 26 |
| 77 | - 27 | 78 | - 32 | 79 | - 27 | 80 | - 34 |
| 81 | - 31 | 82 | - 32 | 83 | - 31 | 84 | - 26 |
| 85 | - 26 | 86 | - 32 | 87 | - 32 | 88 | - 39 |
| 89 | - 28 | 90 | - 26 | 91 | - 33 | 92 | - 27 |
| 93 | - 31 | 94 | - 28 | 95 | - 28 | 96 | - 28 |
| 97 | - 36 | 98 | - 28 | 99 | - 28 | 100 | - 28 |
| 101 | - 32 | 102 | - 28 | 103 | - 28 | 104 | - 28 |
| 105 | - 26 | 106 | - 28 | 107 | - 33 | 108 | - 28 |
| 109 | - 28 | 110 | - 28 | 111 | - 28 | 112 | - 27 |
| 113 | - 28 | 114 | - 28 | 115 | - 28 | 116 | - 32 |
| 117 | - 28 | 118 | - 28 | 119 | - 28 | 120 | - 41 |
| 121 | - 29 | 122 | - 29 | 123 | - 29 | 124 | - 32 |
| 125 | - 29 | 126 | - 29 | 127 | - 29 | 128 | - 26 |
| 129 | - 31 | 130 | - 32 | 131 | - 32 | 132 | - 26 |
| 133 | - 32 | 134 | - 37 | 135 | - 37 | 136 | - 27 |
| 137 | - 40 | 138 | - 27 | 139 | - 39 | 140 | - 38 |
| 141 | - 44 | 142 | - 42 | 143 | - 46 | 144 | - 30 |
| 145 | - 30 | 146 | - 44 | 147 | - 44 | 148 | - 35 |
| 149 | - 41 | 150 | - 41 | 151 | - 32 | 152 | - 31 |
| 153 | - 40 | 154 | - 31 | 155 | - 28 | 156 | - 33 |
| 157 | - 26 | 158 | - 28 | 159 | - 32 | 160 | - 45 |
| 161 | - 22 | 162 | - 19 | 163 | - 43 | 164 | - 1 |
| 165 | - 17 | 166 | - 22 | 167 | - 16 | 168 | - SP58945 |

STRATA PLAN 58945

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|-----|------|-----|------|-----|------|-----|------|
| 169 | - 26 | 170 | - 25 | 171 | - 25 | 172 | - 25 |
| 173 | - 25 | 174 | - 27 | 175 | - 25 | 176 | - 29 |
| 177 | - 32 | 178 | - 32 | 179 | - 30 | 180 | - 31 |
| 181 | - 30 | 182 | - 32 | 183 | - 25 | 184 | - 31 |
| 185 | - 25 | 186 | - 31 | 187 | - 30 | 188 | - 25 |
| 189 | - 26 | 190 | - 26 | 191 | - 30 | 192 | - 32 |
| 193 | - 25 | 194 | - 31 | 195 | - 31 | 196 | - 31 |
| 197 | - 32 | 198 | - 26 | 199 | - 30 | 200 | - 26 |

END OF PAGE 2 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP57895

PAGE 3

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

STRATA PLAN 58945

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|-----|------|-----|------|-----|------|-----|------|
| 201 | - 31 | 202 | - 31 | 203 | - 26 | 204 | - 26 |
| 205 | - 27 | 206 | - 27 | 207 | - 28 | 208 | - 31 |
| 209 | - 29 | 210 | - 25 | 211 | - 32 | 212 | - 26 |
| 213 | - 31 | 214 | - 31 | 215 | - 31 | 216 | - 33 |
| 217 | - 26 | 218 | - 31 | 219 | - 26 | 220 | - 26 |
| 221 | - 32 | 222 | - 31 | 223 | - 26 | 224 | - 24 |
| 225 | - 27 | 226 | - 27 | 227 | - 27 | 228 | - 27 |
| 229 | - 30 | 230 | - 31 | 231 | - 31 | 232 | - 31 |
| 233 | - 26 | 234 | - 20 | 235 | - 32 | 236 | - 27 |
| 237 | - 31 | 238 | - 32 | 239 | - 31 | 240 | - 34 |
| 241 | - 27 | 242 | - 31 | 243 | - 27 | 244 | - 27 |
| 245 | - 31 | 246 | - 31 | 247 | - 27 | 248 | - 26 |
| 249 | - 27 | 250 | - 27 | 251 | - 31 | 252 | - 27 |
| 253 | - 29 | 254 | - 28 | 255 | - 30 | 256 | - 32 |
| 257 | - 26 | 258 | - 33 | 259 | - 38 | 260 | - 28 |
| 261 | - 30 | 262 | - 30 | 263 | - 30 | 264 | - 30 |
| 265 | - 32 | 266 | - 30 | 267 | - 30 | 268 | - 30 |
| 269 | - 46 | 270 | - 29 | 271 | - 29 | 272 | - 29 |
| 273 | - 31 | 274 | - 29 | 275 | - 29 | 276 | - 29 |
| 277 | - 27 | 278 | - 29 | 279 | - 29 | 280 | - 32 |
| 281 | - 36 | 282 | - 29 | 283 | - 27 | 284 | - 29 |
| 285 | - 29 | 286 | - 29 | 287 | - 31 | 288 | - 29 |
| 289 | - 29 | 290 | - 29 | 291 | - 45 | 292 | - 30 |
| 293 | - 30 | 294 | - 30 | 295 | - 26 | 296 | - 30 |
| 297 | - 30 | 298 | - 30 | 299 | - 27 | 300 | - 30 |
| 301 | - 30 | 302 | - 49 | 303 | - 43 | 304 | - 47 |
| 305 | - 37 | 306 | - 45 | 307 | - 35 | 308 | - 45 |
| 309 | - 36 | 310 | - 35 | 311 | - 28 | 312 | - 44 |
| 313 | - 73 | 314 | - 16 | 315 | - 44 | 316 | - 32 |
| 317 | - 39 | 318 | - 42 | 319 | - 40 | 320 | - 40 |
| 321 | - 42 | 322 | - 45 | 323 | - 29 | 324 | - 19 |
| 325 | - 22 | 326 | - 17 | 327 | - 16 | 328 | - 26 |
| 329 | - 23 | 330 | - 18 | 331 | - 17 | 332 | - 22 |
| 333 | - 36 | 334 | - 23 | 335 | - 15 | 336 | - 16 |
| 337 | - 16 | 338 | - 40 | | | | |

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

240909

PRINTED ON 25/10/2024

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

COUNCIL'S CERTIFICATE

NAME OF COUNCIL

CITY OF SYDNEY

Having satisfied itself that the requirements of the Strata Schemes (Planning and Approval) Act 1973 and the requirements of the Strata Schemes (Development) Act 1999 have been complied with, the Council is satisfied that the plan is consistent with the conditions of any development consent and that the plan gives effect to the stage of the strata development.

The Strata Plan is part of a development scheme. The Council is satisfied that the plan is consistent with the conditions of any development consent and that the plan gives effect to the stage of the strata development.

JONES ST. & MACARTHUR ST

Subdivision No. 6/1999

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

SURVEYOR'S CERTIFICATE

ROBERT A PIKE

of JOHN B. WHITE P/L HURSTVILLE

ACN 001 149 373

I, each registered under the Surveyors Act 1972, hereby certify that the report of which registration on the accompanying plan is a condition of the Strata Schemes (Development) Act 1999 has been met.

Signature: *[Signature]*
Date: 22/11/1999

This is sheet 1 of my plan in 20 sheets.

PLAN OF SUBDIVISION OF LOT 168 IN SP 57895

LGA SYDNEY

Locality: ULTIMO

Parish: ST ANDREW

County: CUMBERLAND

Reduction Ratio 1:

Lengths are in metres

Name of, and address for service of notices on, the owners corporation.

THE OWNERS
STRATA PLAN No 57895

SEE SHEET 2 FOR LOCATION PLAN

STRATA PLAN SP 58945

Registered: 2.3.1999

CA No. 4/1999 OF 18.2.1999

Purpose: STRATA PLAN

Ref Map: CITY OF SYDNEY SH 102

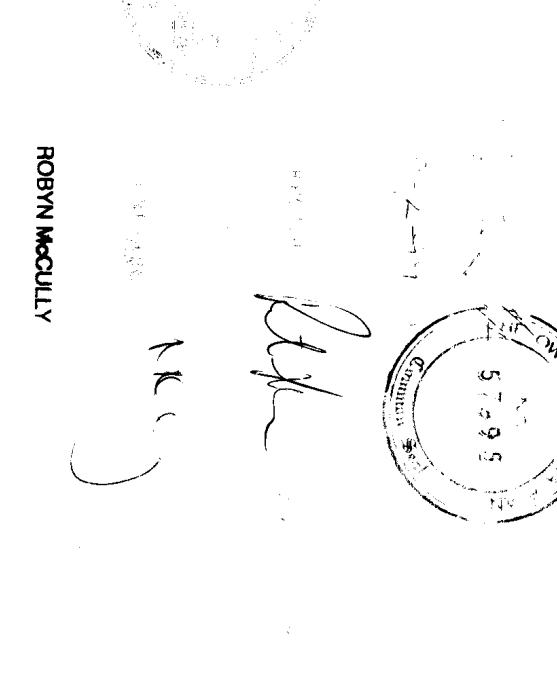
Last Plan: SP 57895

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

Table of mm SURVEYOR'S REFERENCE: 1214.09

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space



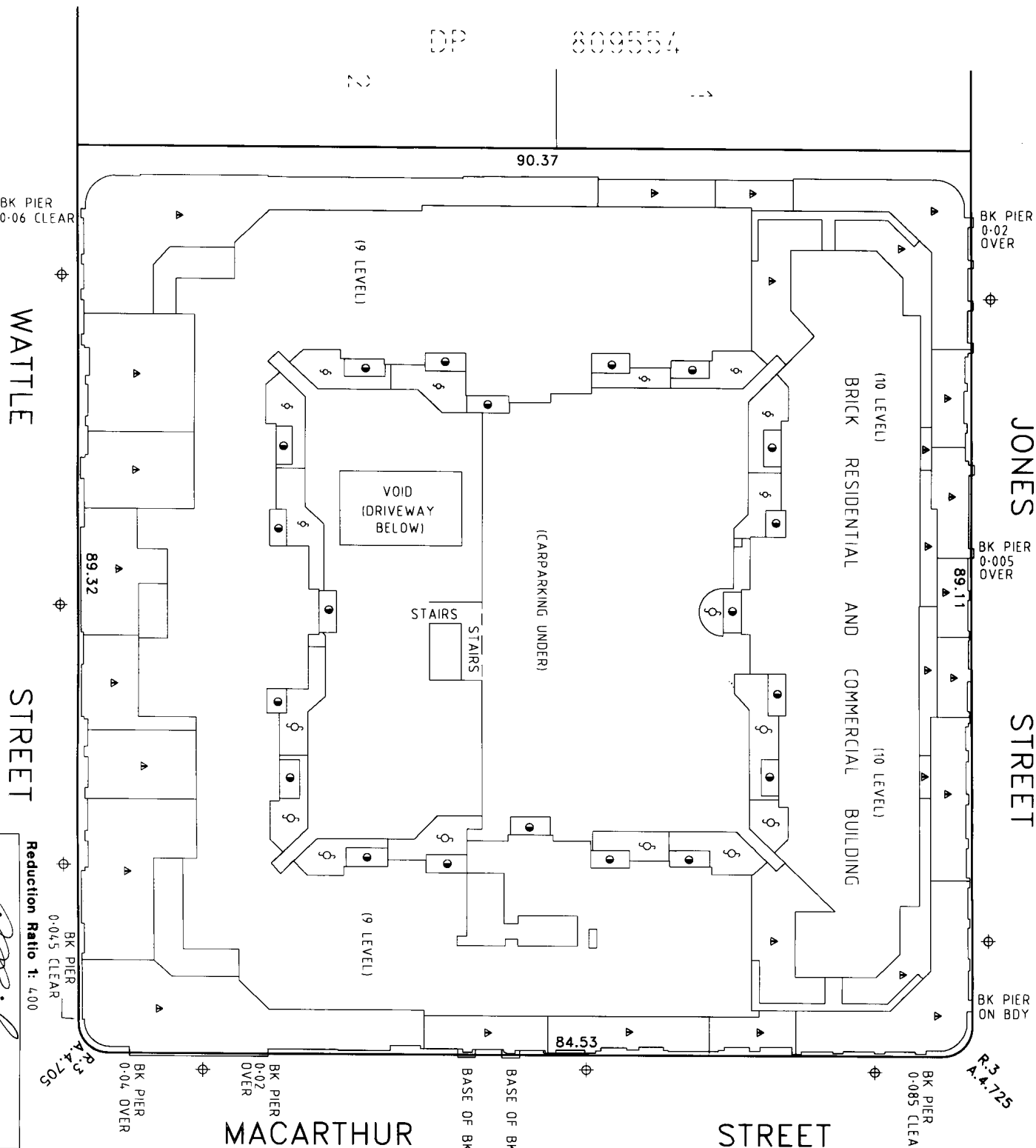
ROBYN McCULLY

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 20 Sheets

STRATA PLAN SP 58945

LOCATION PLAN



⊕ BRICK PIERS & ARCHITECTURAL EMBELLISHMENTS ENCROACH AS SHOWN ON D.P.

- BALCONY
- ⊕ COURTYARD
- ▲ TERRACE

Reduction Ratio 1: 400

Lengths are in metres

Surveyor Registered under Surveyors Act 1929
 SURVEYORS REFERENCE: 121409

General Manager/Authorised Person



SCHEDULE OF UNIT ENTITLEMENT

STRATA PLAN SP 58945

SP57895

| LOT NO | U.E. |
|--------|------|
| 1 | 31 |
| 2 | 31 |
| 3 | 28 |
| 4 | 23 |
| 5 | 23 |
| 6 | 25 |
| 7 | 30 |
| 8 | 25 |
| 9 | 31 |
| 10 | 25 |
| 11 | 32 |
| 12 | 29 |
| 13 | 31 |
| 14 | 29 |
| 15 | 31 |
| 16 | 24 |
| 17 | 23 |
| 18 | 30 |
| 19 | 24 |
| 20 | 27 |
| 21 | 31 |
| 22 | 24 |
| 23 | 21 |
| 24 | 32 |
| 25 | 31 |
| 26 | 26 |
| 27 | 31 |
| 28 | 26 |
| 29 | 33 |
| 30 | 30 |
| 31 | 31 |
| 32 | 30 |
| 33 | 25 |
| 34 | 24 |
| 35 | 24 |
| 36 | 28 |
| 37 | 28 |
| 38 | 28 |
| 39 | 27 |
| 40 | 28 |
| 41 | 29 |
| 42 | 26 |
| 43 | 28 |
| 44 | 26 |
| 45 | 25 |
| 46 | 23 |
| 47 | 32 |
| 48 | 26 |
| 49 | 31 |
| 50 | 25 |

SP57895

| LOT NO | U.E. |
|--------|------|
| 51 | 26 |
| 52 | 31 |
| 53 | 26 |
| 54 | 33 |
| 55 | 30 |
| 56 | 31 |
| 57 | 30 |
| 58 | 25 |
| 59 | 25 |
| 60 | 32 |
| 61 | 28 |
| 62 | 31 |
| 63 | 22 |
| 64 | 26 |
| 65 | 28 |
| 66 | 28 |
| 67 | 30 |
| 68 | 27 |
| 69 | 31 |
| 70 | 26 |
| 71 | 27 |
| 72 | 23 |
| 73 | 32 |
| 74 | 27 |
| 75 | 32 |
| 76 | 26 |
| 77 | 27 |
| 78 | 32 |
| 79 | 27 |
| 80 | 34 |
| 81 | 31 |
| 82 | 32 |
| 83 | 31 |
| 84 | 26 |
| 85 | 26 |
| 86 | 32 |
| 87 | 32 |
| 88 | 39 |
| 89 | 28 |
| 90 | 26 |
| 91 | 33 |
| 92 | 27 |
| 93 | 31 |
| 94 | 28 |
| 95 | 28 |
| 96 | 28 |
| 97 | 36 |
| 98 | 28 |
| 99 | 28 |
| 100 | 28 |

SP 57895

| LOT NO | U.E. |
|--------|------|
| 101 | 32 |
| 102 | 28 |
| 103 | 28 |
| 104 | 28 |
| 105 | 26 |
| 106 | 28 |
| 107 | 33 |
| 108 | 28 |
| 109 | 28 |
| 110 | 28 |
| 111 | 28 |
| 112 | 27 |
| 113 | 28 |
| 114 | 28 |
| 115 | 28 |
| 116 | 32 |
| 117 | 28 |
| 118 | 28 |
| 119 | 28 |
| 120 | 41 |
| 121 | 29 |
| 122 | 29 |
| 123 | 29 |
| 124 | 32 |
| 125 | 29 |
| 126 | 29 |
| 127 | 29 |
| 128 | 26 |
| 129 | 31 |
| 130 | 32 |
| 131 | 31 |
| 132 | 26 |
| 133 | 32 |
| 134 | 37 |
| 135 | 37 |
| 136 | 27 |
| 137 | 4.0 |
| 138 | 27 |
| 139 | 39 |
| 140 | 38 |
| 141 | 4.4 |
| 142 | 4.2 |
| 143 | 4.6 |
| 144 | 3.0 |
| 145 | 3.0 |
| 146 | 4.4 |
| 147 | 4.4 |
| 148 | 3.5 |
| 149 | 4.1 |
| 150 | 4.1 |

SP 57895

| LOT NO | U.E. |
|--------|------|
| 151 | 32 |
| 152 | 31 |
| 153 | 4.0 |
| 154 | 3.1 |
| 155 | 2.8 |
| 156 | 3.3 |
| 157 | 3.6 |
| 158 | 2.8 |
| 159 | 3.2 |
| 160 | 4.5 |
| 161 | 2.2 |
| 162 | 1.9 |
| 163 | 2.1 |
| 164 | 2.2 |
| 165 | 1.7 |
| 166 | 2.2 |
| 167 | 1.6 |
| 168 | 2.6 |
| 169 | 2.5 |
| 170 | 2.5 |
| 171 | 2.5 |
| 172 | 2.5 |
| 173 | 2.7 |
| 174 | 2.7 |
| 175 | 2.5 |
| 176 | 2.9 |
| 177 | 3.2 |
| 178 | 3.2 |
| 179 | 3.2 |
| 180 | 3.1 |
| 181 | 3.0 |
| 182 | 3.2 |
| 183 | 2.5 |
| 184 | 3.1 |
| 185 | 2.5 |
| 186 | 3.1 |
| 187 | 3.0 |
| 188 | 2.5 |
| 189 | 2.6 |
| 190 | 2.6 |
| 191 | 3.0 |
| 192 | 3.2 |
| 193 | 2.5 |
| 194 | 2.7 |
| 195 | 3.1 |
| 196 | 3.1 |
| 197 | 3.1 |
| 198 | 2.6 |
| 199 | 3.0 |
| 200 | 2.7 |
| 201 | 3.1 |

| LOT NO | U.E. |
|--------|------|
| 202 | 3.1 |
| 203 | 2.6 |
| 204 | 2.6 |
| 205 | 2.7 |
| 206 | 2.7 |
| 207 | 2.8 |
| 208 | 3.1 |
| 209 | 2.9 |
| 210 | 2.5 |
| 211 | 3.2 |
| 212 | 2.6 |
| 213 | 3.1 |
| 214 | 3.1 |
| 215 | 3.1 |
| 216 | 3.3 |
| 217 | 2.6 |
| 218 | 3.1 |
| 219 | 2.6 |
| 220 | 2.6 |
| 221 | 3.2 |
| 222 | 3.1 |
| 223 | 2.6 |
| 224 | 2.4 |
| 225 | 2.7 |
| 226 | 2.7 |
| 227 | 2.7 |
| 228 | 2.7 |
| 229 | 3.0 |
| 230 | 3.1 |
| 231 | 3.1 |
| 232 | 3.1 |
| 233 | 2.6 |
| 234 | 2.0 |
| 235 | 3.2 |
| 236 | 2.7 |
| 237 | 3.1 |
| 238 | 3.2 |
| 239 | 3.1 |
| 240 | 3.4 |
| 241 | 2.7 |
| 242 | 3.1 |
| 243 | 2.7 |
| 244 | 3.0 |
| 245 | 3.1 |
| 246 | 3.1 |
| 247 | 2.7 |
| 248 | 2.6 |
| 249 | 2.7 |
| 250 | 2.7 |
| 251 | 3.1 |

| LOT NO | U.E. |
|--------|------|
| 252 | 2.7 |
| 253 | 2.9 |
| 254 | 2.8 |
| 255 | 3.0 |
| 256 | 3.2 |
| 257 | 2.6 |
| 258 | 3.3 |
| 259 | 3.8 |
| 260 | 2.8 |
| 261 | 3.0 |
| 262 | 3.0 |
| 263 | 3.0 |
| 264 | 3.0 |
| 265 | 3.2 |
| 266 | 3.0 |
| 267 | 3.0 |
| 268 | 3.0 |
| 269 | 4.6 |
| 270 | 4.0 |
| 271 | 2.9 |
| 272 | 2.9 |
| 273 | 3.1 |
| 274 | 2.9 |
| 275 | 2.9 |
| 276 | 2.9 |
| 277 | 2.7 |
| 278 | 2.9 |
| 279 | 2.3 |
| 280 | 3.2 |
| 281 | 3.6 |
| 282 | 2.9 |
| 283 | 2.7 |
| 284 | 2.9 |
| 285 | 2.9 |
| 286 | 2.9 |
| 287 | 3.1 |
| 288 | 2.9 |
| 289 | 2.9 |
| 290 | 2.9 |
| 291 | 4.5 |
| 292 | 3.0 |
| 293 | 3.0 |
| 294 | 3.0 |
| 295 | 2.6 |
| 296 | 3.0 |
| 297 | 3.0 |
| 298 | 3.0 |
| 299 | 2.7 |
| 300 | 3.0 |
| 301 | 3.0 |

| LOT NO | U.E. |
|--------|------|
| 302 | 4.9 |
| 303 | 4.3 |
| 304 | 4.7 |
| 305 | 3.7 |
| 306 | 4.5 |
| 307 | 3.5 |
| 308 | 4.5 |
| 309 | 4.5 |
| 310 | 3.5 |
| 311 | 3.5 |
| 312 | 4.4 |
| 313 | 7.3 |
| 314 | 1.6 |
| 315 | 4.4 |
| 316 | 3.2 |
| 317 | 3.9 |
| 318 | 4.2 |
| 319 | 4.0 |
| 320 | 4.0 |
| 321 | 4.2 |
| 322 | 4.5 |
| 323 | 2.9 |
| 324 | 1.9 |
| 325 | 2.2 |
| 326 | 1.7 |
| 327 | 1.6 |
| 328 | 2.6 |
| 329 | 2.3 |
| 330 | 1.8 |
| 331 | 1.7 |
| 332 | 2.2 |
| 333 | 3.6 |
| 334 | 1.5 |
| 335 | 2.3 |
| 336 | 1.6 |
| 337 | 1.6 |
| 338 | 4.0 |

AGU 10000

Reduction Ratio 1:

Lengths are in metres

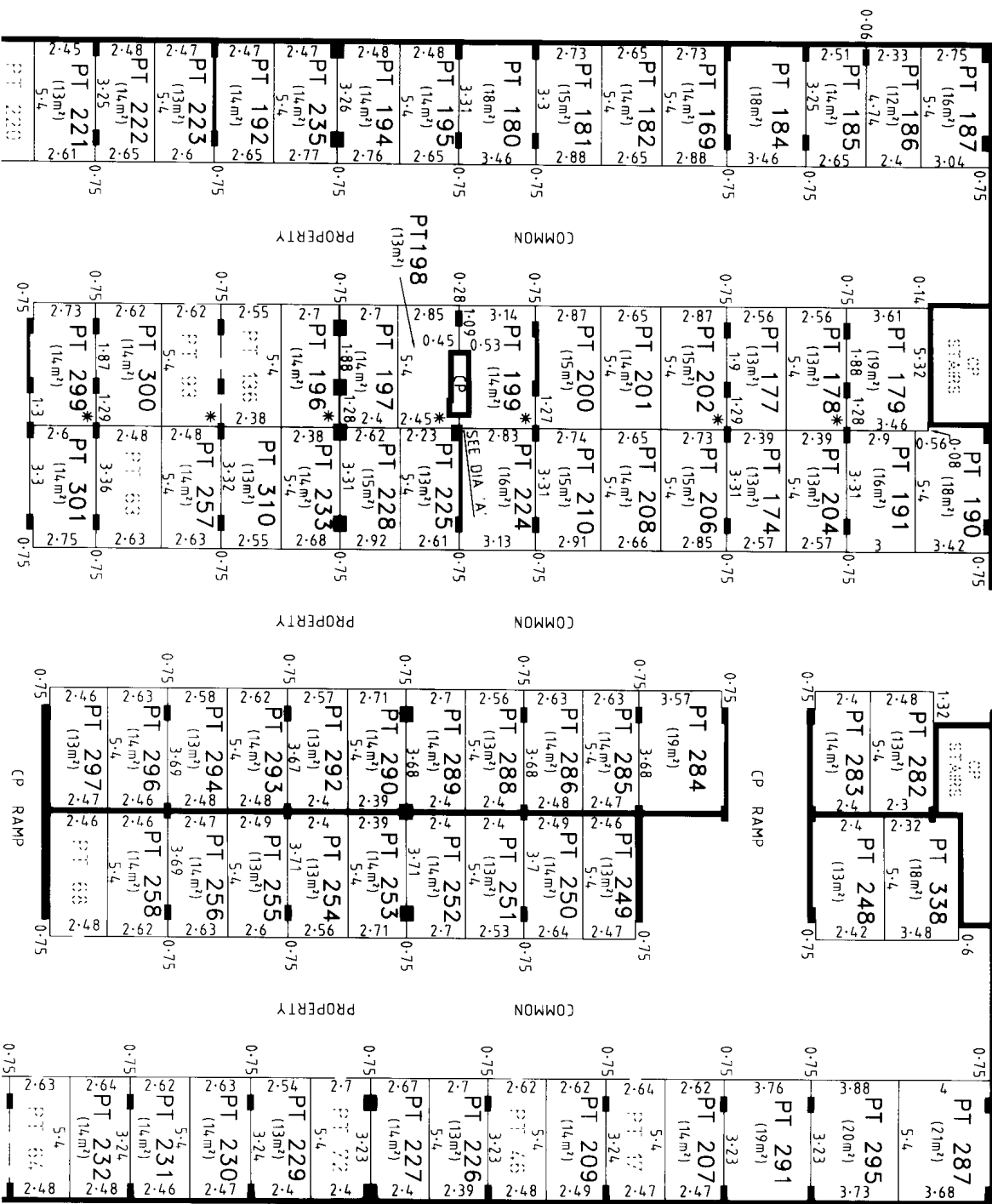
Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: 1214.09

General Manager/Authorised Person

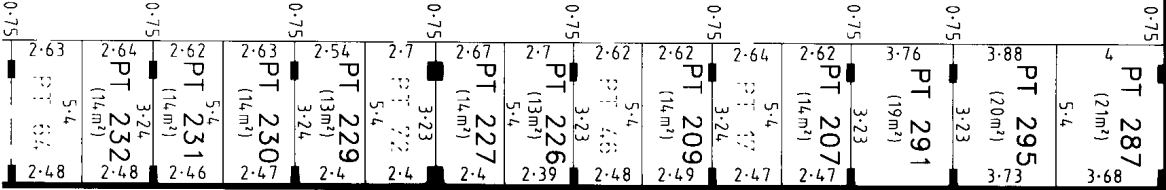


STRATA PLAN SP 58945

PARKING LEVEL 1



SHEET 5 ADJOINS



Reduction Ratio 1: 200

BOUNDARIES SHOWN THIS ARE TO CORNER OF COLUMN

BOUNDARIES SHOWN THIS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN

TYPICAL BOUNDARY DETAIL AT COLUMNS DENOTED * (NOT TO R.R.)

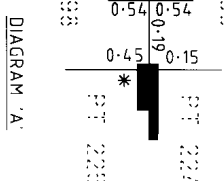
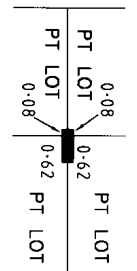


DIAGRAM 'A'

DIAGRAM

Lengths are in metres



Surveyor Registered under Surveyors Act 1929

[Signature]

General Manager/Authorised Person

[Signature]

SURVEYOR'S REFERENCE: 1214.09

CP DENOTES COMMON PROPERTY

ALL AREAS ARE APPROXIMATE

STRATA PLAN SP 50945

PARKING LEVEL 2



BOUNDARIES SHOWN THUS
 ARE TO CORNER OF COLUMN
 BOUNDARIES SHOWN THUS ARE
 TO CENTRE OF COLUMN AT FACE
 UNLESS OTHERWISE SHOWN

Reduction Ratio 1: 200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929
[Signature]

General Manager / Authorized Person
[Signature]

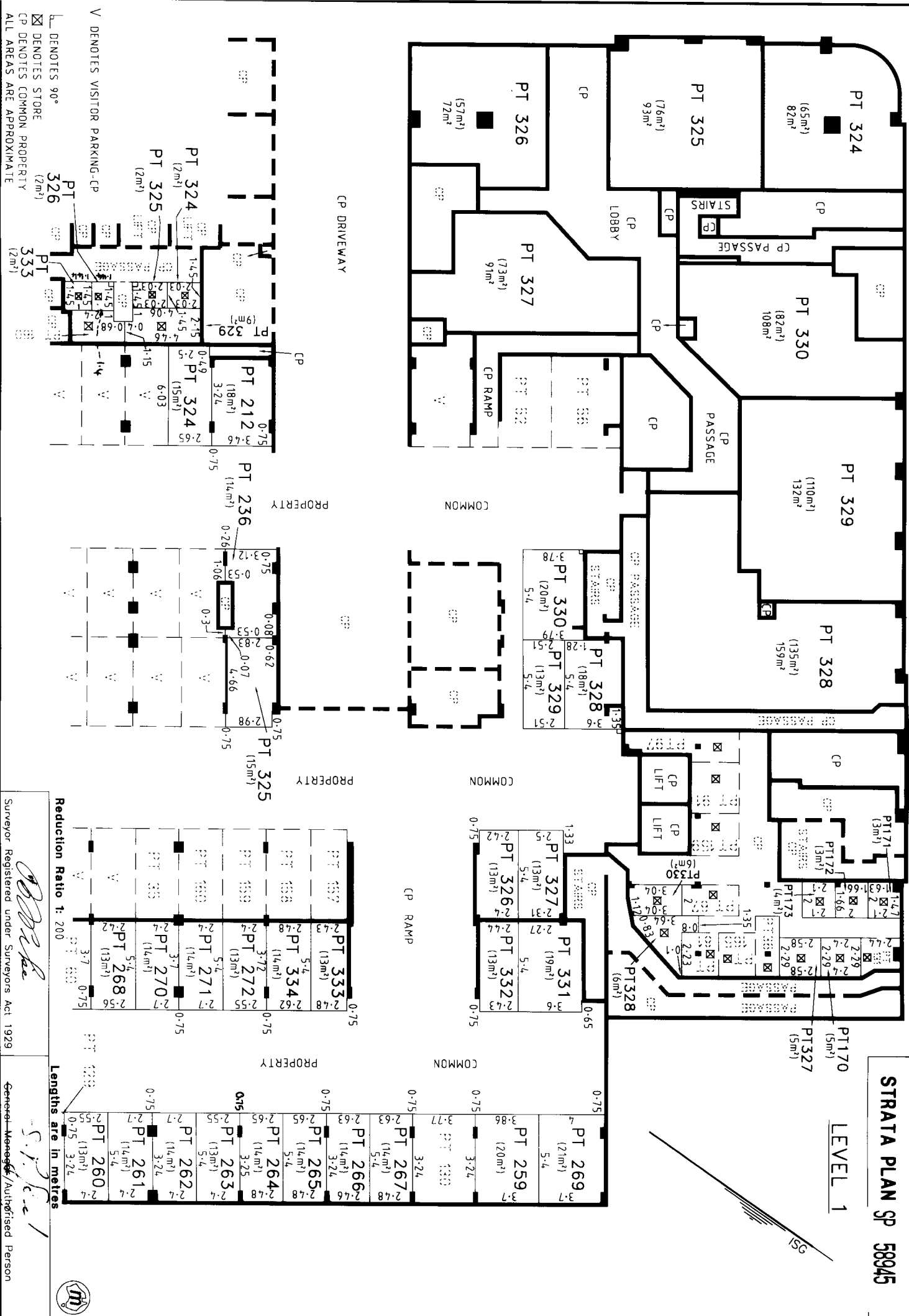
SURVEYORS REFERENCE: 121409

CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN SP 58945

LEVEL 1



- V DENOTES VISITOR PARKING-CP
- ⊥ DENOTES 90°
- ⊠ DENOTES STORE
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

| | | | |
|--------|------|--------|------|
| PT 259 | 3.7 | PT 269 | 3.7 |
| PT 260 | 2.7 | PT 270 | 2.7 |
| PT 261 | 2.7 | PT 271 | 2.7 |
| PT 262 | 2.7 | PT 272 | 2.55 |
| PT 263 | 2.55 | PT 277 | 2.55 |
| PT 264 | 2.65 | PT 272 | 2.55 |
| PT 265 | 2.65 | PT 272 | 2.55 |
| PT 266 | 2.63 | PT 272 | 2.55 |
| PT 267 | 2.63 | PT 272 | 2.55 |
| PT 268 | 2.63 | PT 272 | 2.55 |
| PT 269 | 3.7 | PT 272 | 2.55 |
| PT 270 | 3.7 | PT 272 | 2.55 |
| PT 271 | 3.7 | PT 272 | 2.55 |
| PT 272 | 3.7 | PT 272 | 2.55 |
| PT 277 | 3.7 | PT 272 | 2.55 |
| PT 278 | 3.7 | PT 272 | 2.55 |
| PT 279 | 3.7 | PT 272 | 2.55 |
| PT 280 | 3.7 | PT 272 | 2.55 |
| PT 281 | 3.7 | PT 272 | 2.55 |
| PT 282 | 3.7 | PT 272 | 2.55 |
| PT 283 | 3.7 | PT 272 | 2.55 |
| PT 284 | 3.7 | PT 272 | 2.55 |
| PT 285 | 3.7 | PT 272 | 2.55 |
| PT 286 | 3.7 | PT 272 | 2.55 |
| PT 287 | 3.7 | PT 272 | 2.55 |
| PT 288 | 3.7 | PT 272 | 2.55 |
| PT 289 | 3.7 | PT 272 | 2.55 |
| PT 290 | 3.7 | PT 272 | 2.55 |
| PT 291 | 3.7 | PT 272 | 2.55 |
| PT 292 | 3.7 | PT 272 | 2.55 |
| PT 293 | 3.7 | PT 272 | 2.55 |
| PT 294 | 3.7 | PT 272 | 2.55 |
| PT 295 | 3.7 | PT 272 | 2.55 |
| PT 296 | 3.7 | PT 272 | 2.55 |
| PT 297 | 3.7 | PT 272 | 2.55 |
| PT 298 | 3.7 | PT 272 | 2.55 |
| PT 299 | 3.7 | PT 272 | 2.55 |
| PT 300 | 3.7 | PT 272 | 2.55 |
| PT 301 | 3.7 | PT 272 | 2.55 |
| PT 302 | 3.7 | PT 272 | 2.55 |
| PT 303 | 3.7 | PT 272 | 2.55 |
| PT 304 | 3.7 | PT 272 | 2.55 |
| PT 305 | 3.7 | PT 272 | 2.55 |
| PT 306 | 3.7 | PT 272 | 2.55 |
| PT 307 | 3.7 | PT 272 | 2.55 |
| PT 308 | 3.7 | PT 272 | 2.55 |
| PT 309 | 3.7 | PT 272 | 2.55 |
| PT 310 | 3.7 | PT 272 | 2.55 |
| PT 311 | 3.7 | PT 272 | 2.55 |
| PT 312 | 3.7 | PT 272 | 2.55 |
| PT 313 | 3.7 | PT 272 | 2.55 |
| PT 314 | 3.7 | PT 272 | 2.55 |
| PT 315 | 3.7 | PT 272 | 2.55 |
| PT 316 | 3.7 | PT 272 | 2.55 |
| PT 317 | 3.7 | PT 272 | 2.55 |
| PT 318 | 3.7 | PT 272 | 2.55 |
| PT 319 | 3.7 | PT 272 | 2.55 |
| PT 320 | 3.7 | PT 272 | 2.55 |
| PT 321 | 3.7 | PT 272 | 2.55 |
| PT 322 | 3.7 | PT 272 | 2.55 |
| PT 323 | 3.7 | PT 272 | 2.55 |
| PT 324 | 3.7 | PT 272 | 2.55 |
| PT 325 | 3.7 | PT 272 | 2.55 |
| PT 326 | 3.7 | PT 272 | 2.55 |
| PT 327 | 3.7 | PT 272 | 2.55 |
| PT 328 | 3.7 | PT 272 | 2.55 |
| PT 329 | 3.7 | PT 272 | 2.55 |
| PT 330 | 3.7 | PT 272 | 2.55 |
| PT 331 | 3.7 | PT 272 | 2.55 |
| PT 332 | 3.7 | PT 272 | 2.55 |
| PT 333 | 3.7 | PT 272 | 2.55 |
| PT 334 | 3.7 | PT 272 | 2.55 |

Surveyor Registered under Surveyors Act 1929
 S. P. [Signature]
 General Manager/Authorised Person

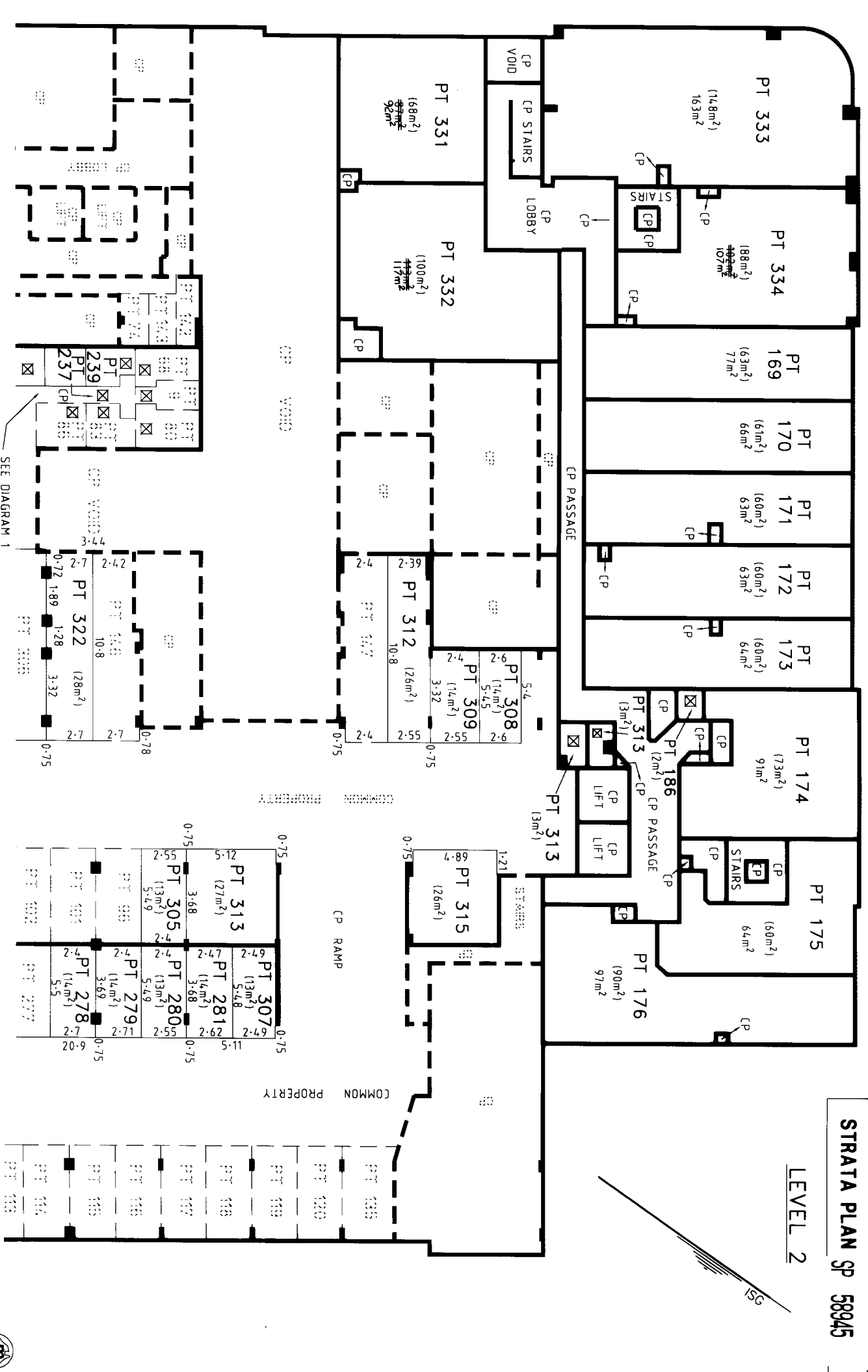


WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 20 Sheets

STRATA PLAN SP 58945

LEVEL 2



⊠ DENOTES 90°
 ⊠ DENOTES STORE
 CP DENOTES COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE

BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN

BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN (SEE DIAGRAM 1 (SHEET 20))

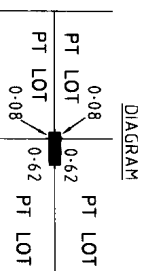
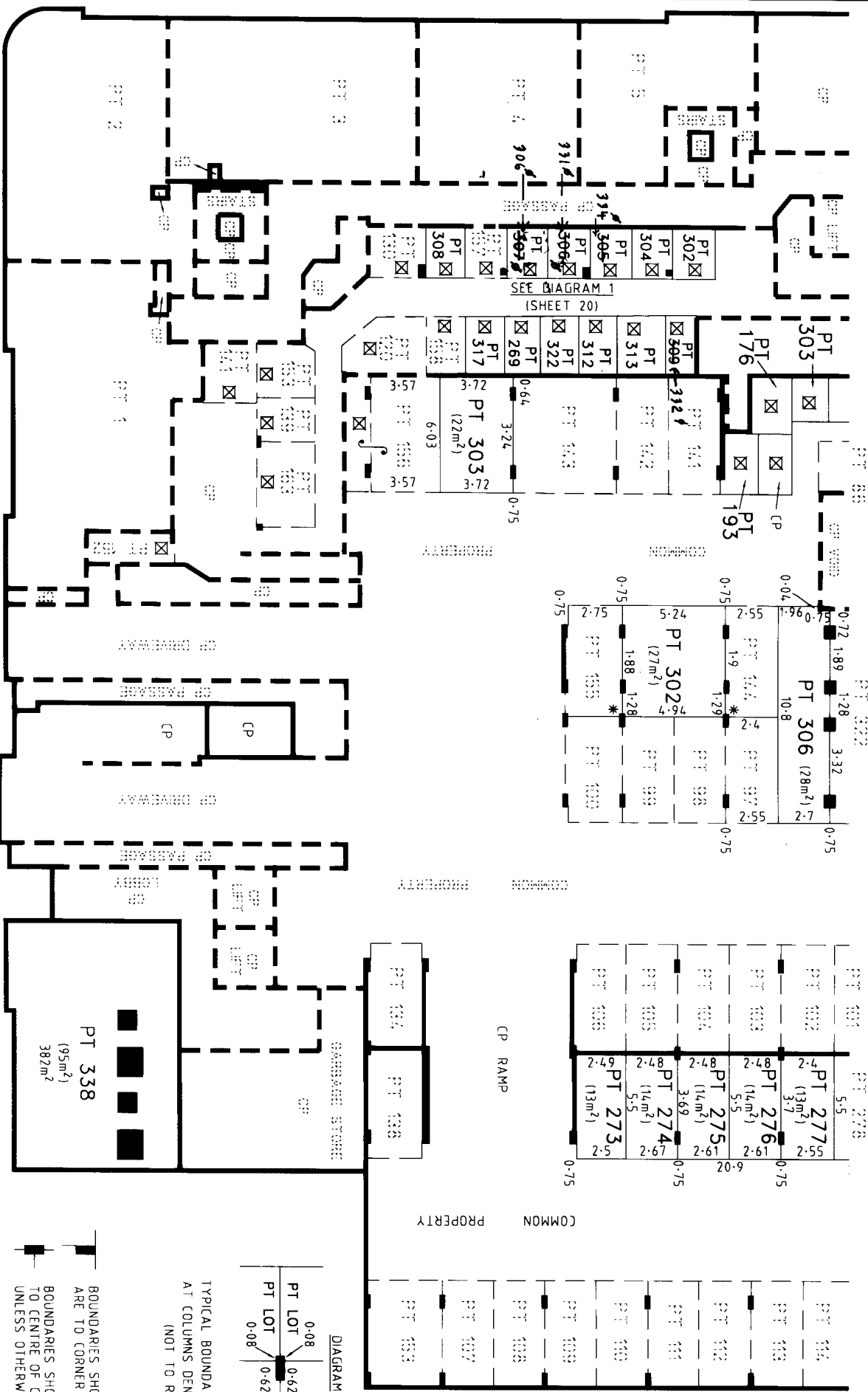
SEE DIAGRAM 1 (SHEET 20)
 SHEET 9 ADJOINS

Reduction Ratio 1: 200
 Surveyor Registered under Surveyors Act 1929
 SUREVYOR'S REFERENCE: 121109

STRATA PLAN SP 58945

LEVEL 2

SHEET 8 ADJOINS



BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN
 BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN

Reduction Ratio 1: 200

Lengths are in metres

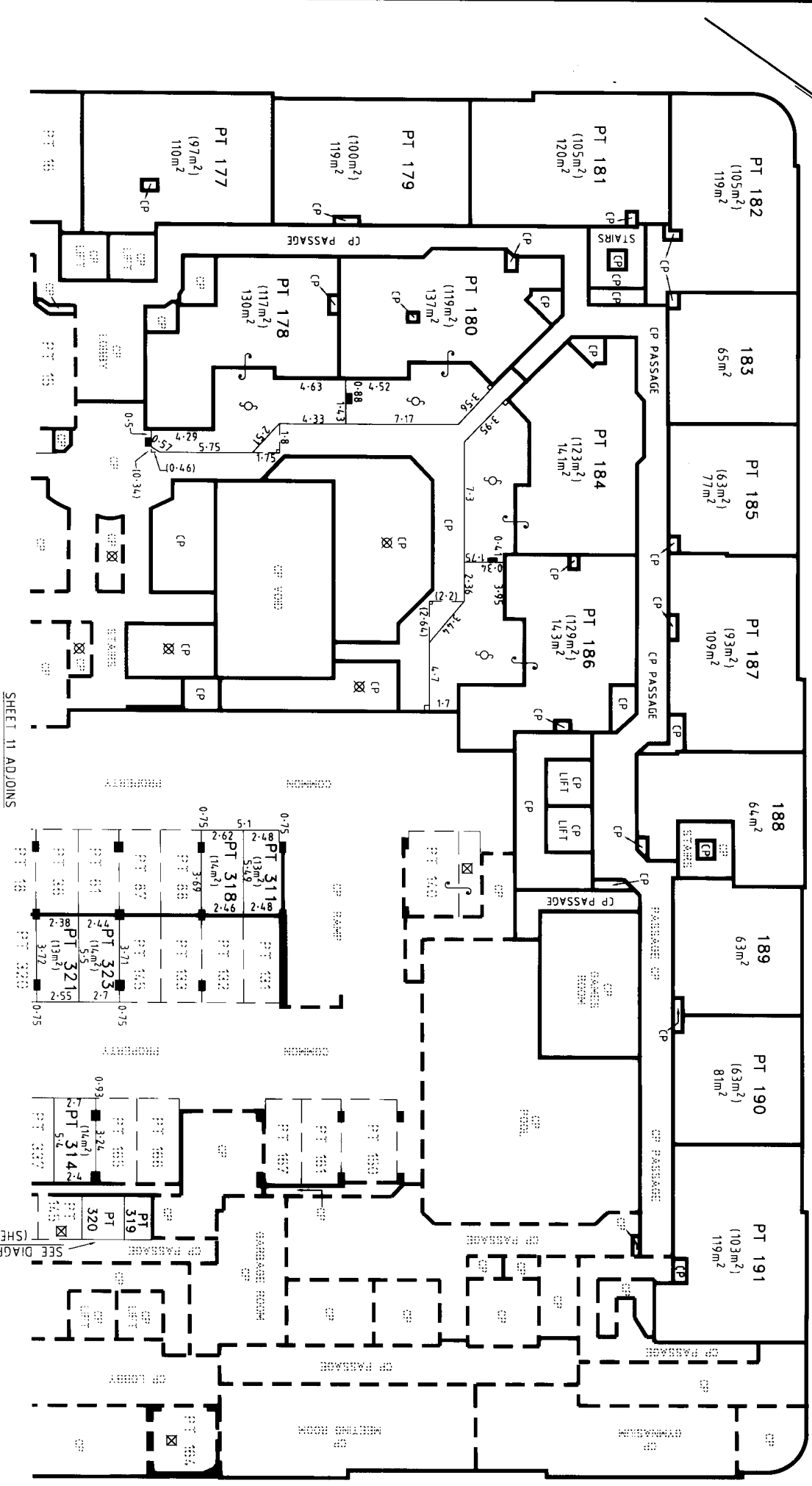
- ☒ DENOTES STORE
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

Surveyor Registered under Surveyors Act 1929
 SURVEYORS REFERENCE: 1214.09

General Manager/Authorised Person



LEVEL 3



SHEET 11 ADJOINS

⊥ DENOTES 90°
 ⊕ DENOTES COURTYARD
 ⊗ DENOTES PLANTER
 ⊠ DENOTES STORE
 CP DENOTES COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE

BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

Reduction Ratio 1: 250

Lengths are in metres

SEE DIAGRAM 2 (SHEET 20)

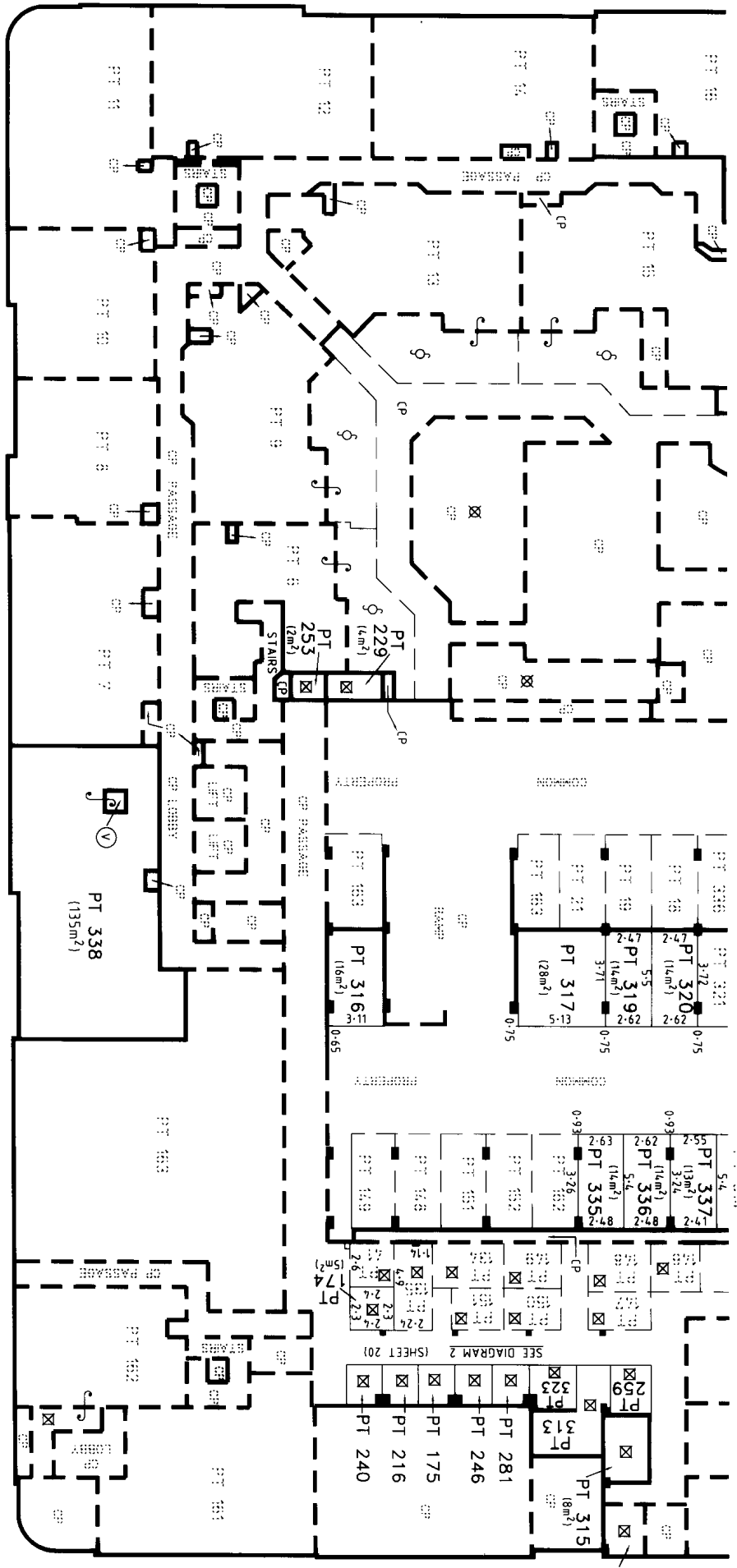
Surveyor Registered under Surveyors Act 1929
 SURVEYORS REFERENCE: 121409
 General Manager/Authorised Person



LEVEL 3

STRATA PLAN SP 58945

SHEET 10 ADJOINS



- ⊙ DENOTES VOID
- ⊙ DENOTES COURTYARD
- ⊗ DENOTES PLANTER
- ⊗ DENOTES STORE
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE
- BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN
- BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN

Reduction Ratio 1: 250

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

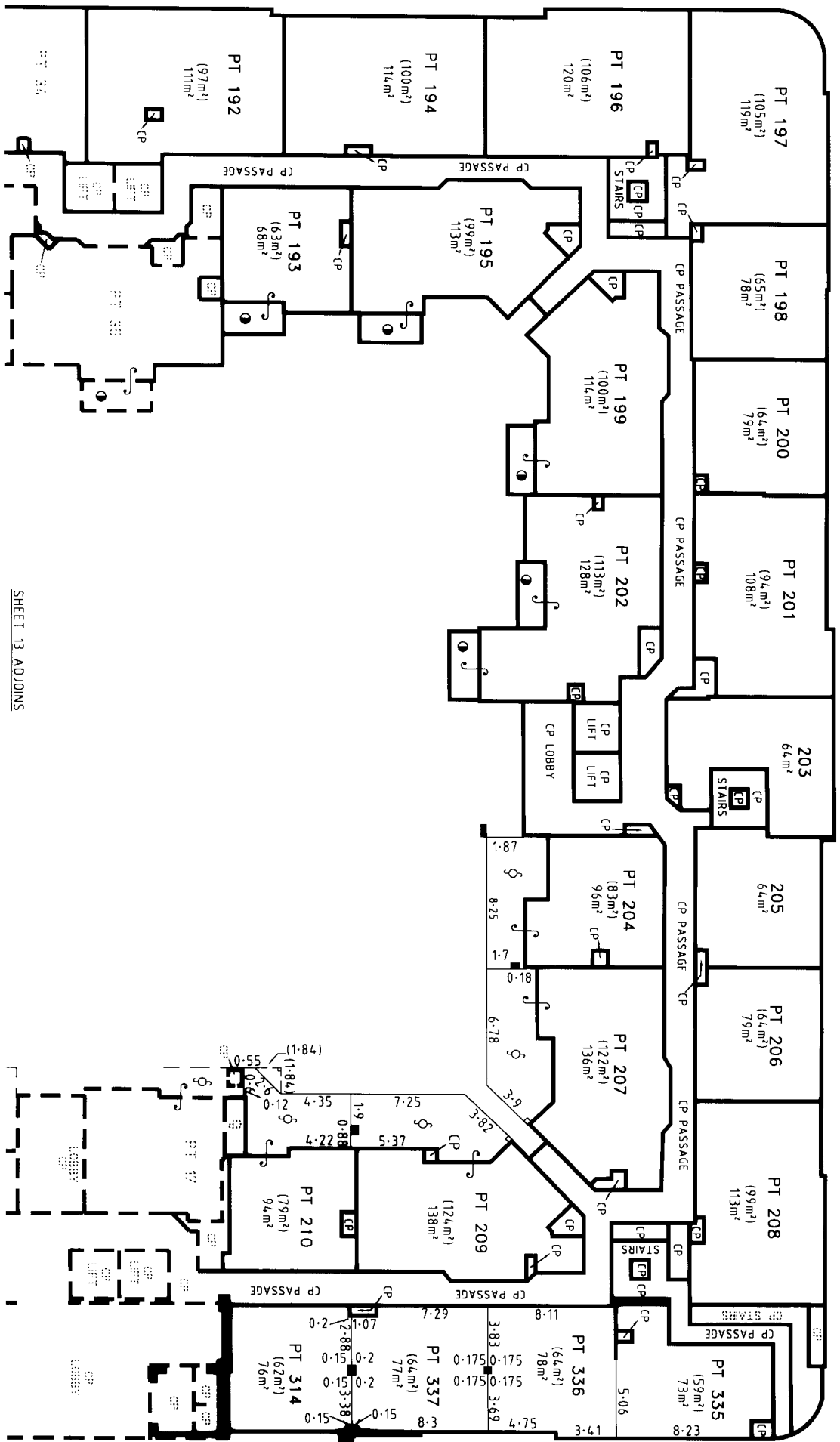
General Manager / Authorised Person

SURVEYOR'S REFERENCE: 1214.09



LEVEL 4

STRATA PLAN SP 58945



- DENOTES COURT YARD
- DENOTES BALCONY (COVERED)
- DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

SHEET 13 ADJOINS

Reduction Ratio 1: 250

Lengths are in metres

Surveyor Registered under Surveyors Act 1929
[Signature]

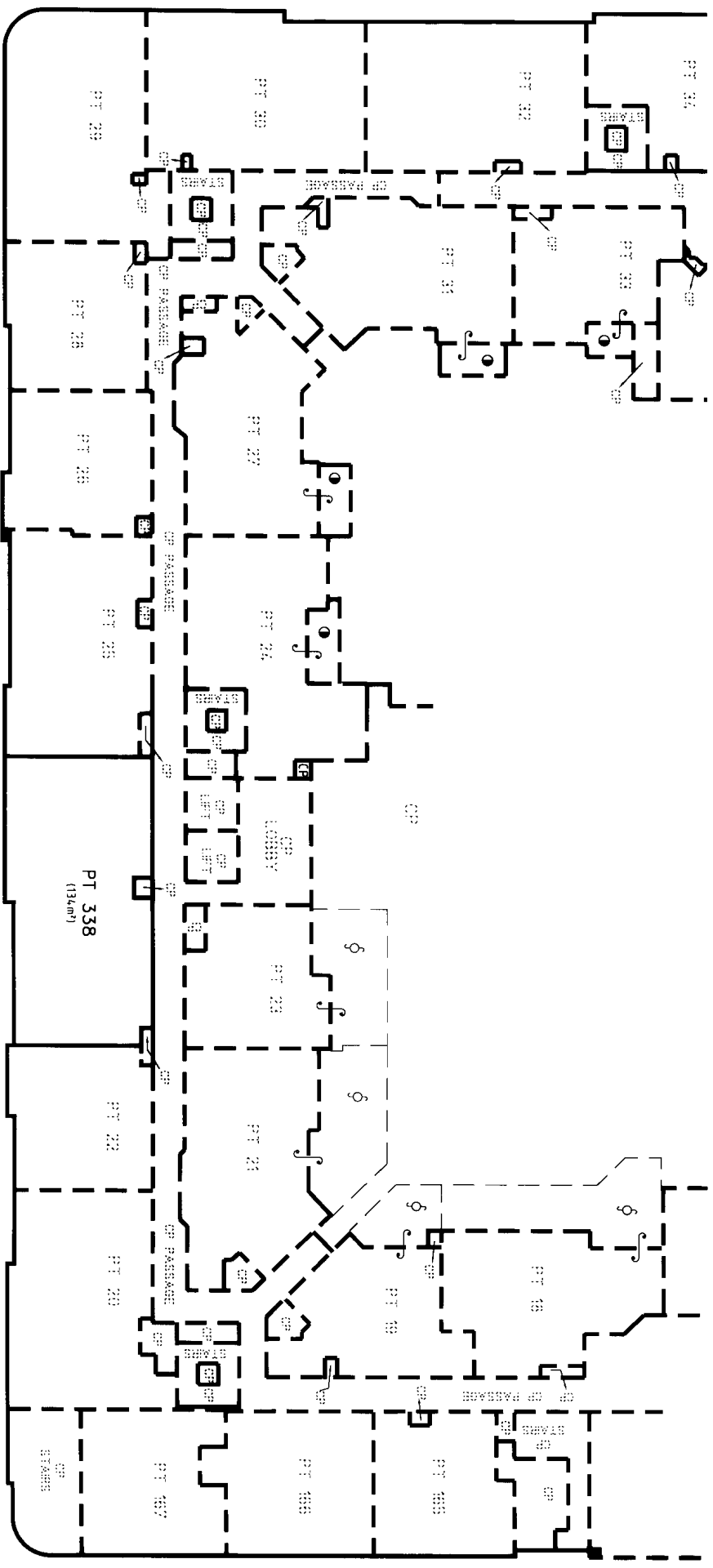
General Manager / Authorised Person
[Signature]

SURVEYOR'S REFERENCE: 121409

LEVEL 4

STRATA PLAN SP 58945

SHEET 12 ADJOINS



- DENOTES COURTYARD
- DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 250

Lengths are in metres

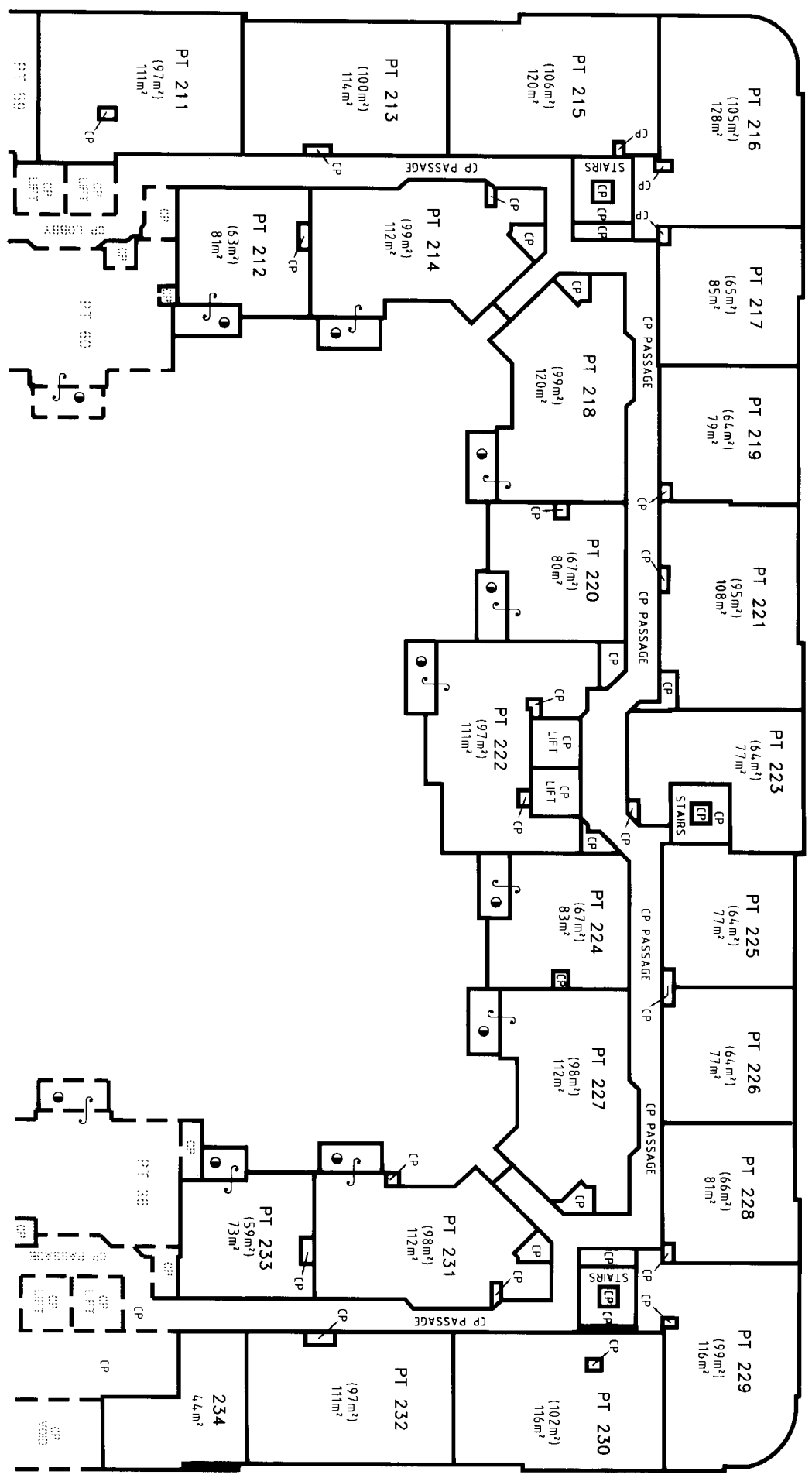


Surveyor Registered under Surveyors Act 1929
[Signature]
 SURVEYOR'S REFERENCE: 1214.09

General Manager / Authorised Person
[Signature]

LEVEL 5

STRATA PLAN SP 58945



● DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

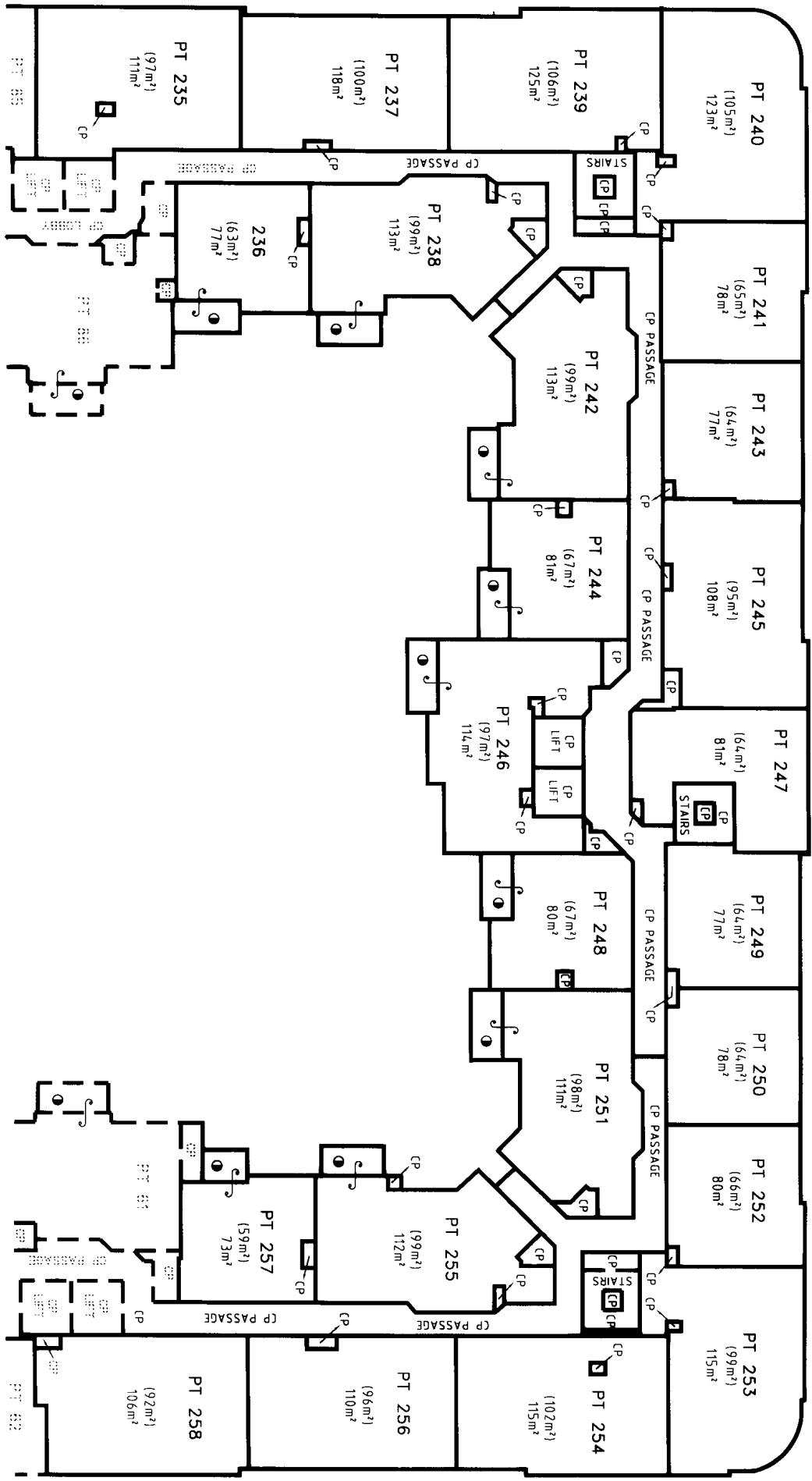
Reduction Ratio 1: 250

Lengths are in metres

Surveyor Registered under Surveyors Act 1929
SURVEYOR'S REFERENCE: 121409
General Manager / Authorised Person



LEVEL 6



● DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 250

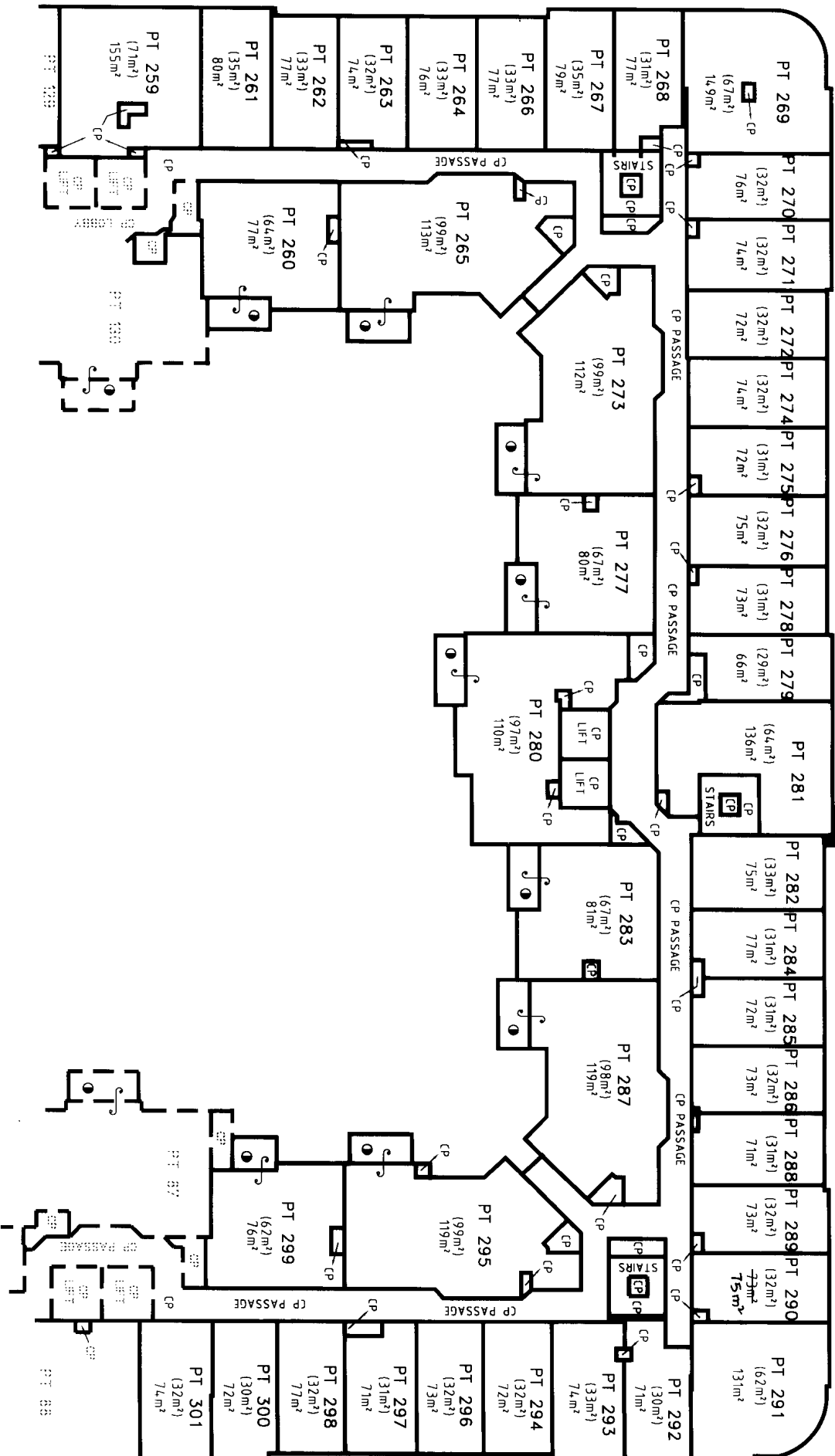
Lengths are in metres

Surveyor Registered under Surveyors Act, 1929
SURVEYORS REFERENCE: 1214.09
General Manager/Authorised Person



LEVEL 7

STRATA PLAN SP 58945



● DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 250

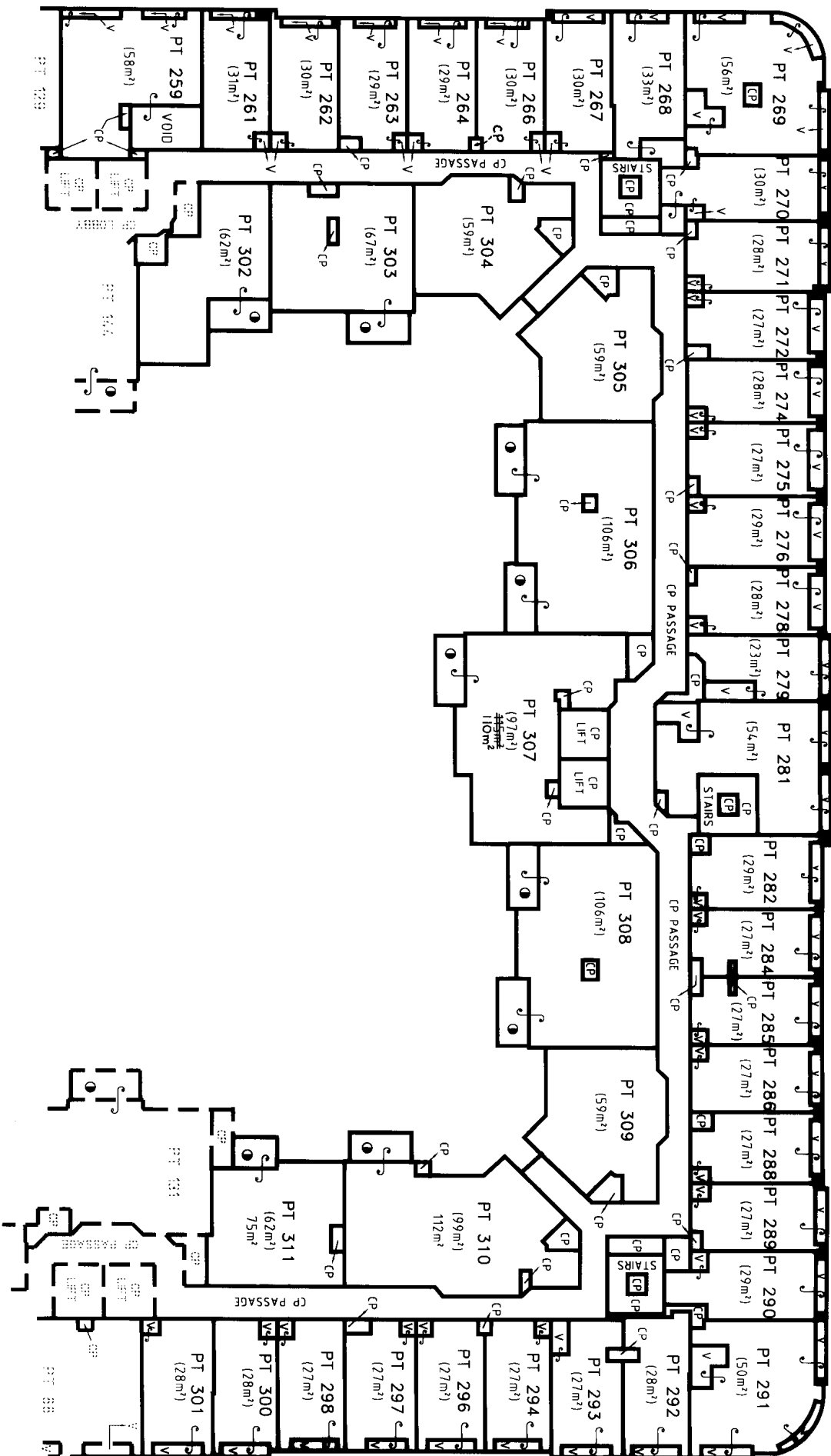
Lengths are in metres

Surveyor Registered under Surveyors Act 1929
SURVEYOR'S REFERENCE: 121409
General Manager/Authorised Person



LEVEL 8

STRATA PLAN SP 58945



V DENOTES VOID
● DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 250

Lengths are in metres

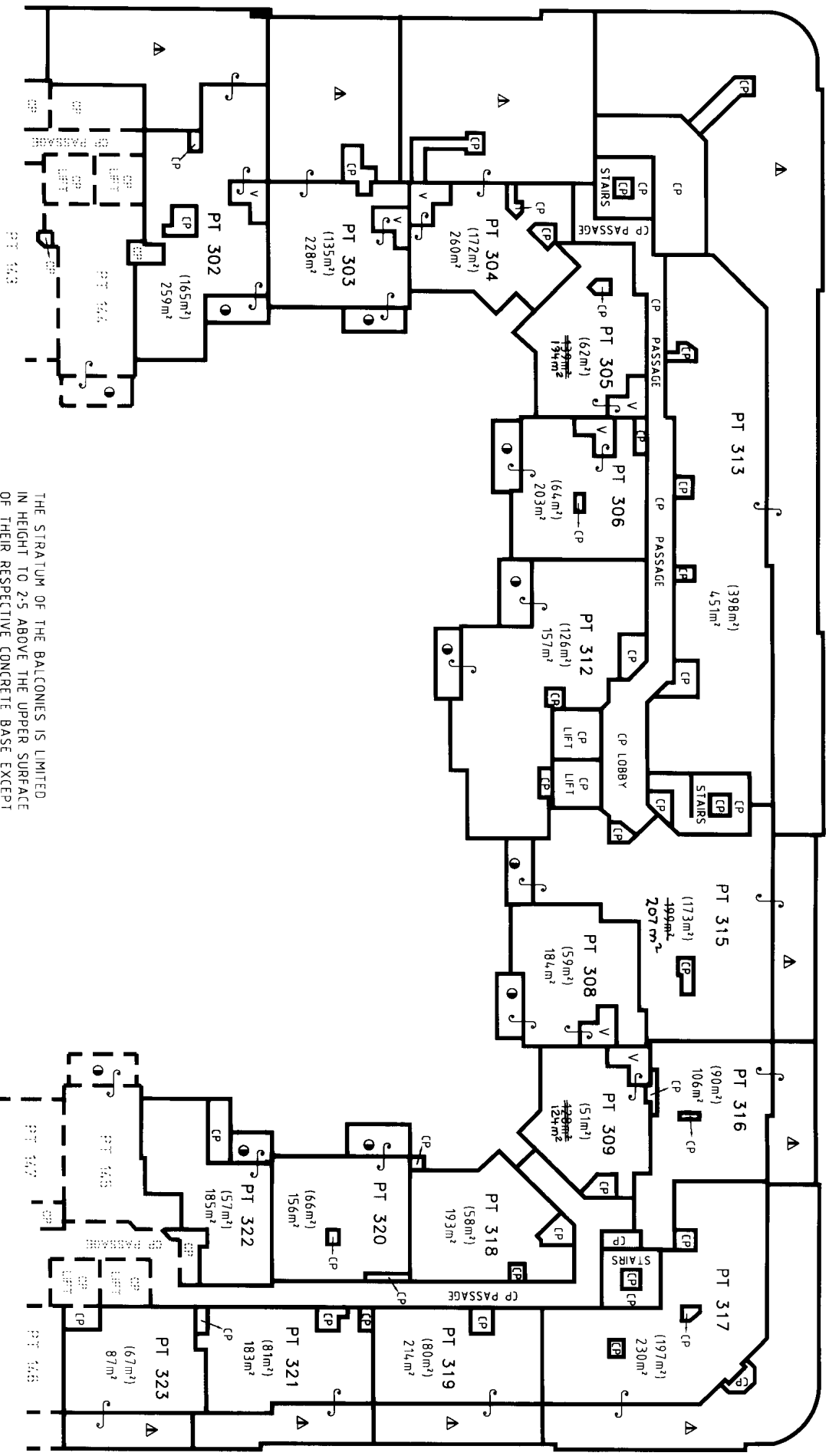
Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person



LEVEL 9

STRATA PLAN SP 58945



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

- V DENOTES VOID
- A DENOTES TERRACE
- DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 250

Lengths are in metres

Surveyor Registered Under Surveyors Act 1929

General Manager/Authorised Person



STRATA PLAN SP 58945

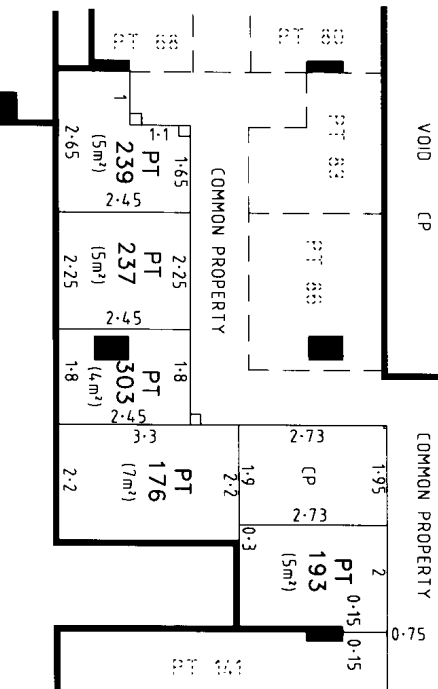


DIAGRAM 1
 LEVEL 2
 STOREROOMS

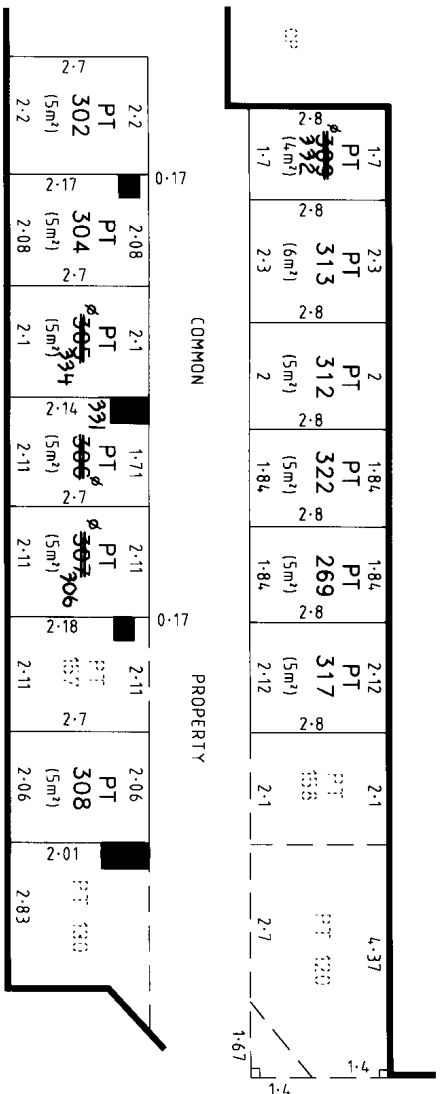
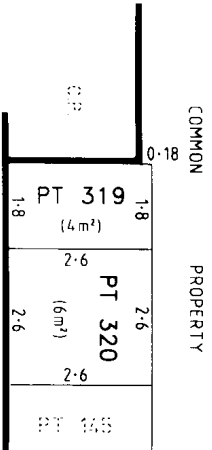


DIAGRAM 2
 LEVEL 3
 STOREROOMS



Reduction Ratio 1:

Lengths are in metres

CP DENOTES COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYORS REFERENCE: 121409



SP57895

STRATA DEVELOPMENT CONTRACT - Strata Plan No. ...



WARNING

This contract contains details of a strata scheme which is proposed to be developed in two stages on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as "warranted development" in this contract. However the developer cannot be prevented from completing the balance of the proposed development identified as "authorised proposals" in this contract.

The proposed development might be varied but only in accordance with section 28J of the Strata Titles Act 1973.

The proposed development might not be completed.

The vote of the developer is sufficient to pass or defeat a motion at a meeting of the body corporate, or of the Council of the body corporate, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See sections 28N, 28O and 28P of the Strata Titles Act 1973.

During development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

DESCRIPTION OF DEVELOPMENT

1. DESCRIPTION OF LAND

Lot 100 in Deposited Plan No.

2. DESCRIPTION OF ANY LAND PROPOSED TO BE ADDED TO THE SCHEME

N/A.

3. DESCRIPTION OF DEVELOPMENT LOT OR LOTS

Lot 168.

4. COVENANTS IMPLIED IN STRATA DEVELOPMENT CONTRACTS BY THE STRATA TITLES ACT 1973

Warranted Development

The developer agrees with the other parties jointly, and with each of them severally:

- that the developer must carry out the development (if any) described and identified as "warranted development - proposed development subject to a warranty" in the strata development contract; and
- that the developer must carry out any such development in accordance with the covenants set out and implied in the contract.

Permission to carry out warranted development and authorised proposals

The parties, other than the developer, jointly and severally agree with the developer that the developer is permitted to carry out, in accordance with the covenants set out or implied in the contract:

- the warranted development (if any); and
- such other development as is described and identified as "authorised proposals - proposed development not subject to a warranty" in the contract.

SP57895

Body corporate expenses

The developer agrees with the body corporate that the developer will pay the reasonable expenses incurred by the body corporate:

- in repairing damage to the common property caused in carrying out the permitted development, except damage due to normal wear and tear; and
- for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development; and
- for additional administrative costs connected with that development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision.

Standard of development

The developer agrees with the other parties that:

- the standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths; and
- heights of buildings, other structures and works and the density of development,

in all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies.

Unauthorised use of the parcel

The developer agrees with the other parties that the developer will not use any part of the parcel or cause any part of the parcel to be used except:

- to the extent necessary to carry out the development permitted to be carried out by the strata development contract; or
- to such other extent as may be specified in the contract.

Restoration of common property

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

Restoration of development lot

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

For the purposes of this covenant, "damage" does not include damage necessarily resulting from having carried out (in accordance with the contract) development that is permitted by the contract to be carried out.

Additional covenants for vertical staged development

If the contract permits development to be carried out within a development lot that is wholly or partly directly above or below a part of the parcel that is not a development lot, the developer agreed with the other parties:

- to minimise any disruption caused to other occupiers of the parcel by the carrying out of permitted development or otherwise; and
- to ensure that, while permitted development is being carried out, shelter and subjacent and lateral support, consistent with proper engineering and building practices, are provided to such other parts of the parcel as are capable of being sheltered or of enjoying that support; and
- to keep the developer insured, while permitted development is being carried out, under a policy of indemnity with an insurer approved for the purposes of Division 5 of Part 4 against claims for damage to property, or for death or personal injury, arising out of or resulting from the carrying out of permitted development.

SP57895

5. **WARRANTED DEVELOPMENT** - proposed development subject to a warranty.
N/A.
6. **AUTHORISED PROPOSALS** - proposed development not subject to a warranty.
 - (i) **DESCRIPTION OF DEVELOPMENT**
Ten levels of brick and concrete residential and commercial units with carparking under containing up to 180 units.
 - (ii) **COMMON PROPERTY AMENITIES**
Access driveways, lifts, stairs, plantrooms and landscaped areas.
 - (iii) **SCHEDULE OF COMMENCEMENT AND COMPLETION**
N/A.
 - (iv) **SCHEDULE OF LOTS**
Up to 180 lots.
 - (v) **WORKING HOURS**
As advised by Sydney City Council.
 - (vi) **ARRANGEMENTS FOR ENTRY, EXIT, MOVEMENT AND PARKING OF VEHICLES TO, FROM AND ON THE PARCEL DURING DEVELOPMENT AND PERMITTED USES OF COMMON PROPERTY AND DEVELOPMENT LOTS DURING DEVELOPMENT**
Access created by Stage 1
No interference with Common Property as created by Stage 1
Construction zones wholly maintained within Lot 168
 - (vii) **LANDSCAPING**
In accordance with landscape plans approved by Sydney City Council.
 - (viii) **SCHEDULE OF MATERIALS AND FINISHES**
External walls of brick and concrete.
 - (ix) **VERTICAL STAGING**
Parts of Development Lot 168 is situated above and below Stage 1. The developer holds a Contractors All Risk/Public Liability Insurance Policy with F.A.I. Insurance Limited (Policy No.1300770490).
 - (x) **CONTRIBUTION TO COMMON PROPERTY EXPENSES**
The developer is not liable for any Common Property expenses.
 - (xi) **PROPOSED BY-LAWS, MANAGEMENT AGREEMENTS, COVENANTS, EASEMENTS OR DEDICATIONS**
N/A.
7. **DATE OF CONCLUSION OF DEVELOPMENT SCHEME**
24th December, 2005.
8. **CONCEPT PLAN**
See Sheets 5 to 6.

SP57895

SIGNATURES, CONSENTS, APPROVALS

Signature/seal of developer:.....

Signature/seal of each registered mortgagee, chargee, covenant chargee and lessee of the development lot:

Signature/seal of each registered mortgagee and chargee, of a lease of the development lot:

CERTIFICATE OF APPROVAL

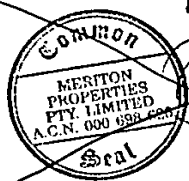
It is certified:

- (a) that the consent authority has consented to the development described in Development Application No. 417/96 and
- (b) the carrying out of the proposed development described as "warranted development" and "authorised proposals" in this strata development contract would not contravene:
 - (i) any condition subject to which the consent was granted; or
 - (ii) the provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent:

Date: 9 SEPTEMBER 1998

Execution of consent authority: *S.P. Spira*

R. Spira
DIRECTOR
[Signature]
SECRETARY

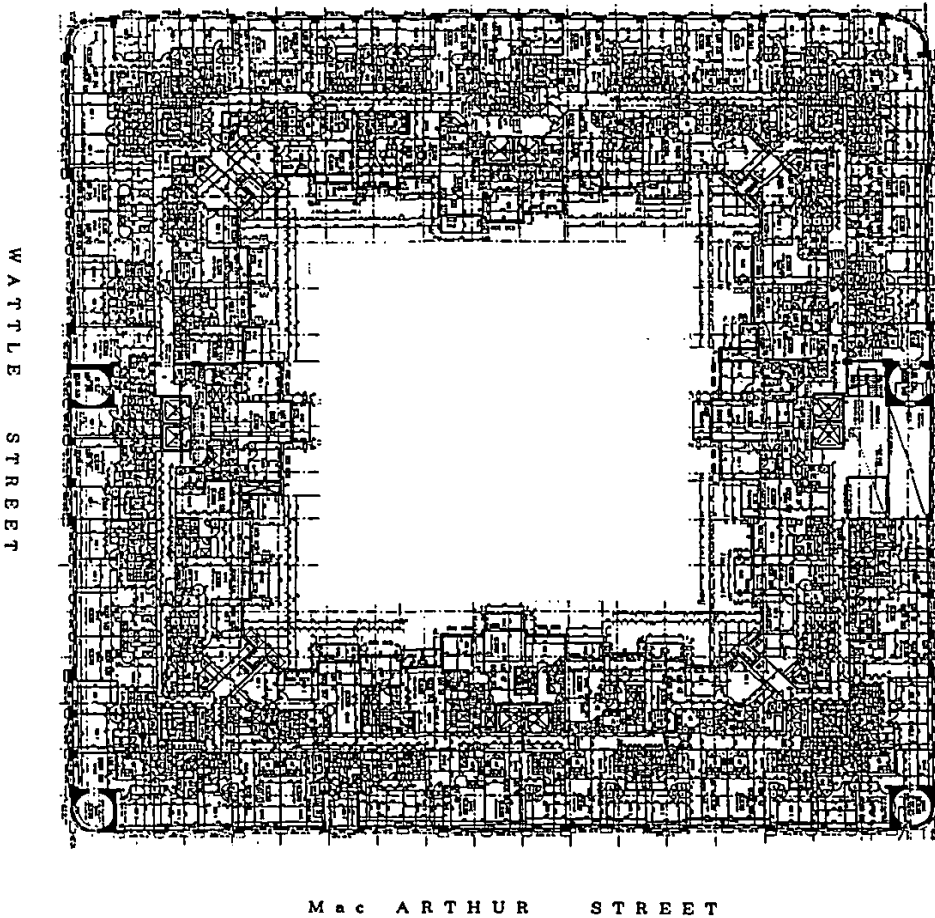


[Signature]
DIRECTOR
PETER SPIRA
[Signature]
SECRETARY
ROBYN McCULLY

SP 57895
SHEET 5 OF 6 SHEETS



LEVEL 5 FLOOR PLAN



WATTLE STREET

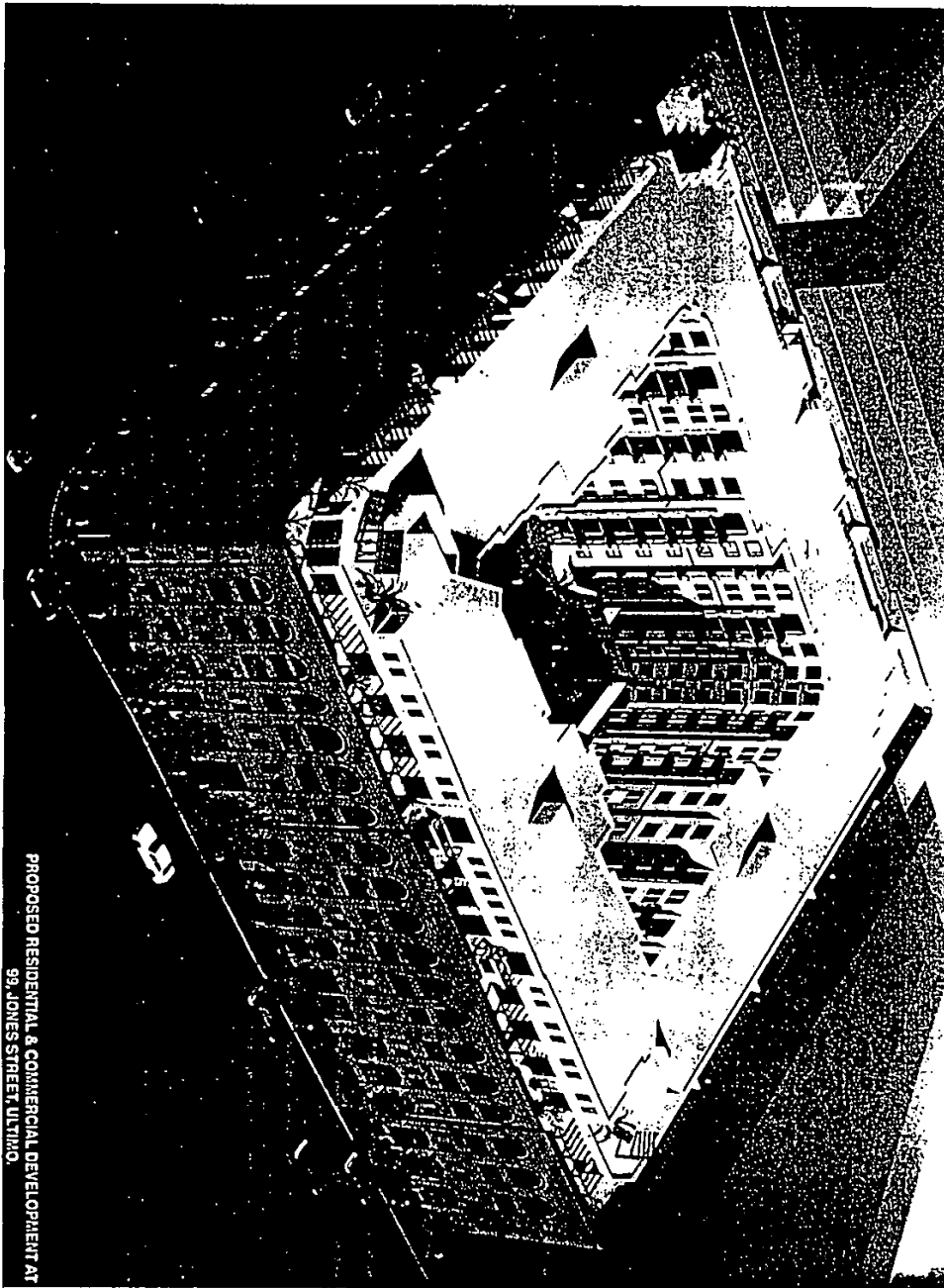
JONES STREET

Mac ARTHUR STREET

Strata Development Contract
CONCEPT PLAN
Plan of Development
SUBDIVISION OF LOT 100 D.P.
№ 372-428 WATTLE ST.
ULTIMO 2007

Strata Plan №
Consented to
Application №
Registered Date

SP57895
SHEET 6 OF 6 SHEETS



| | |
|-----------------------------|-----------------|
| Strata Development Contract | Strata Plan N° |
| CONCEPT PLAN | |
| Plan of Development | |
| SUBDIVISION OF LOT 100 D.P. | Consented to |
| N° 372-428 WATTLE ST. | Application N° |
| ULTIMO 2007 | Registered Date |

COUNCIL'S CERTIFICATE
CITY OF SYDNEY

SURVEYORS' CERTIFICATE

STRATA PLAN 57895

Name of Council
City of Sydney

Consent does not affect the requirements of the Strata Titles Act 1973 other than the requirements for the registration of plans have been complied with, approval of the proposed plan

ROBERT A PIKE
of JOHN B WHITE PAL HURSTVILLE
ACN 001 149 373

Registered:  18.9.1998.

Illustrated herein
- - - - - strata plan

WATTLE ST, JONES ST. & MACARTHUR ST

a purchaser registered under the Surveyors Act 1973, hereby certifies that:

CA: No 35/1998 OF 9.9.1998.

* This approval is given on the condition that:-

(1) each applicable requirement of Schedule 1A to the Strata Titles Act 1973 has been met;

Purpose: STRATA PLAN

* This approval is subject to the condition that the developer of the strata titles will:

(1) pay the building expenses on a public place;

Ref. Map: CITY OF SYDNEY SH102

9 SEPTEMBER 1998

* This has been EXAMINED and approved by me, a registered surveyor, in accordance with the provisions of the Surveyors Act 1973.

Last Plan: DP880315

Submission No. 35/1998

(2) the survey information recorded in any accompanying location plan is accurate;

* Registrar


S.P. Seely
General Manager/Authorised Person

Signature: *[Signature]*
Date: 21/9/1998

* Registrar

THE STRATA PLAN IS PART OF A DEVELOPMENT SCHEME. THE COUNCIL IS SATISFIED THAT THE PLAN IS CONSISTENT WITH ANY CONDITIONS OF THE DEVELOPMENT CONSENT AND THAT THE PLAN GIVES EFFECT TO THE STAGE OF THE DEVELOPMENT STATEMENT TO WHICH IT RELATES.

This is sheet 1 of my Plan in 29 sheets

PLAN OF SUBDIVISION OF LOT 100 IN DP 880315
L G A SYDNEY
Locality: ULTIMO
Parish: ST ANDREW
County: CUMBERLAND
Lengths are in metres 

THE PROPRIETORS OWNERS
STRATA PLAN N° 57895
372-428 WATTLE ST., ULTIMO, 2007

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

PURSUANT TO SEC 888 OF THE CONVEYANCING ACT 1919 & SEC 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 IT IS INTENDED TO CREATE:-
1. RESTRICTION ON USE OF LAND



DIRECTOR *[Signature]*
SECRETARY *[Signature]*

BY LAWS
SCHEDULE OF BY LAWS IN 17 SHEETS
FILED WITH PLAN

THIS PLAN INCLUDES A STRATA DEVELOPMENT CONTRACT CONTAINING SHEETS 1 - 6

SEE SHEET 2 FOR LOCATION PLAN

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

Table of mm
SURVEYOR'S REFERENCE: 120388

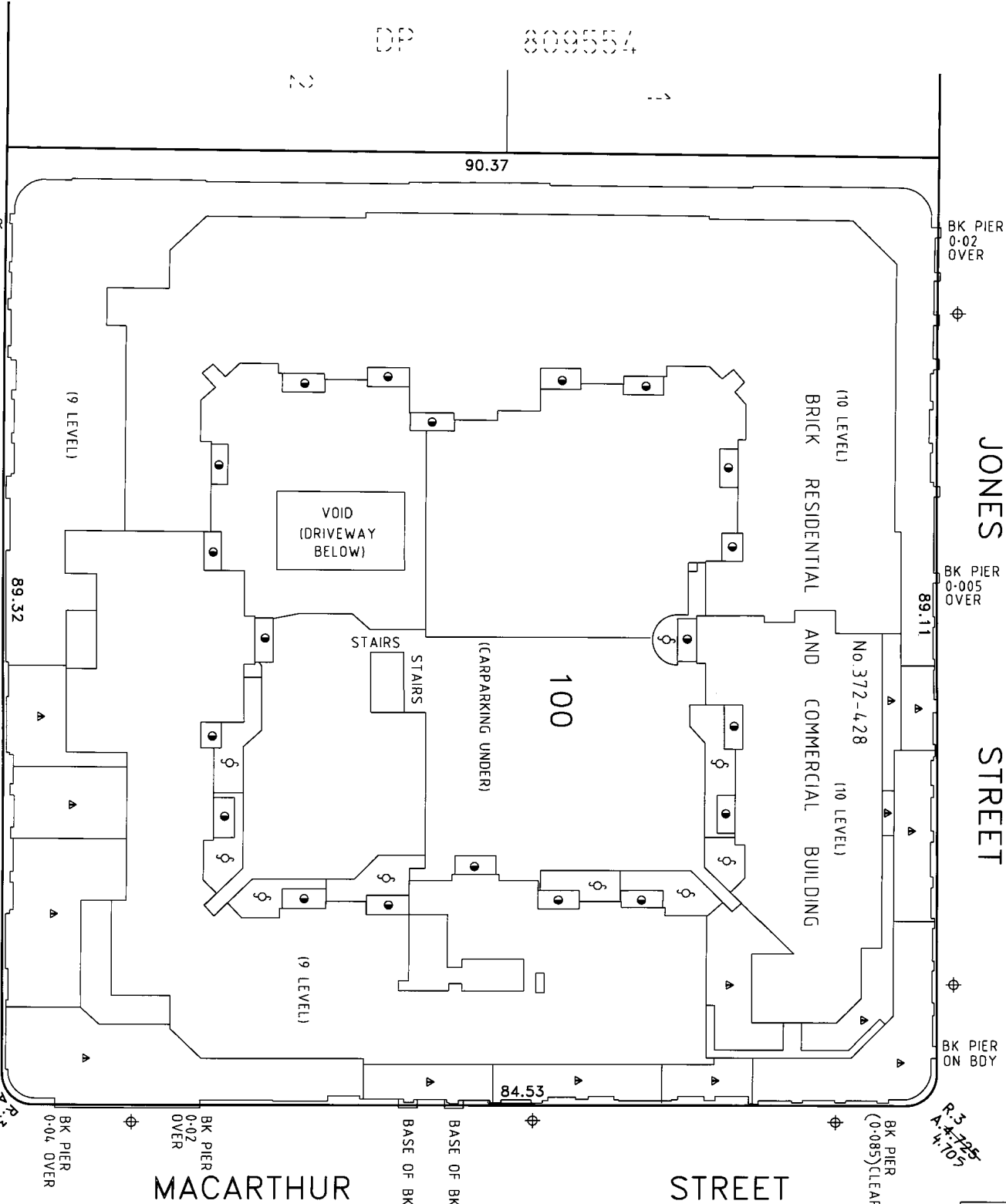
Plan Drawing only to appear in this space

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 29 Sheets

STRATA PLAN 57895

LOCATION PLAN



BRICK PIERS & ARCHITECTURAL EMBELLISHMENTS ENCROACH AS SHOWN ON D.P. 880315

- BALCONY
- ⊕ COURTYARD
- ▲ TERRACE

Reduction Ratio 1: 400
 (0-05) CLEAR

Lengths are in metres

Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: 120388
[Signature]
 General Manager/Authorised Person
[Signature]



STRATA PLAN 57895

SCHEDULE OF UNIT ENTITLEMENT

| LOT No | U.E. |
|--------|------|
| 1 | 31 |
| 2 | 31 |
| 3 | 28 |
| 4 | 23 |
| 5 | 23 |
| 6 | 25 |
| 7 | 30 |
| 8 | 25 |
| 9 | 31 |
| 10 | 25 |
| 11 | 32 |
| 12 | 29 |
| 13 | 31 |
| 14 | 29 |
| 15 | 31 |
| 16 | 24 |
| 17 | 23 |
| 18 | 30 |
| 19 | 24 |
| 20 | 27 |
| 21 | 31 |
| 22 | 24 |
| 23 | 21 |
| 24 | 32 |
| 25 | 31 |
| 26 | 26 |
| 27 | 31 |
| 28 | 26 |
| 29 | 33 |
| 30 | 30 |

| LOT No | U.E. |
|--------|------|
| 31 | 31 |
| 32 | 30 |
| 33 | 25 |
| 34 | 25 |
| 35 | 24 |
| 36 | 28 |
| 37 | 21 |
| 38 | 28 |
| 39 | 27 |
| 40 | 28 |
| 41 | 29 |
| 42 | 26 |
| 43 | 28 |
| 44 | 26 |
| 45 | 25 |
| 46 | 23 |
| 47 | 32 |
| 48 | 26 |
| 49 | 31 |
| 50 | 25 |
| 51 | 26 |
| 52 | 31 |
| 53 | 26 |
| 54 | 33 |
| 55 | 30 |
| 56 | 31 |
| 57 | 30 |
| 58 | 25 |
| 59 | 25 |
| 60 | 32 |

| LOT No | U.E. |
|--------|------|
| 61 | 28 |
| 62 | 31 |
| 63 | 22 |
| 64 | 26 |
| 65 | 28 |
| 66 | 28 |
| 67 | 30 |
| 68 | 27 |
| 69 | 31 |
| 70 | 26 |
| 71 | 27 |
| 72 | 23 |
| 73 | 32 |
| 74 | 27 |
| 75 | 32 |
| 76 | 26 |
| 77 | 27 |
| 78 | 32 |
| 79 | 27 |
| 80 | 34 |
| 81 | 31 |
| 82 | 32 |
| 83 | 31 |
| 84 | 26 |
| 85 | 26 |
| 86 | 32 |
| 87 | 32 |
| 88 | 39 |
| 89 | 28 |
| 90 | 26 |

| LOT No | U.E. |
|--------|------|
| 91 | 33 |
| 92 | 27 |
| 93 | 31 |
| 94 | 28 |
| 95 | 28 |
| 96 | 28 |
| 97 | 36 |
| 98 | 28 |
| 99 | 28 |
| 100 | 28 |
| 101 | 32 |
| 102 | 28 |
| 103 | 28 |
| 104 | 28 |
| 105 | 26 |
| 106 | 28 |
| 107 | 33 |
| 108 | 28 |
| 109 | 28 |
| 110 | 28 |
| 111 | 28 |
| 112 | 27 |
| 113 | 28 |
| 114 | 28 |
| 115 | 28 |
| 116 | 32 |
| 117 | 28 |
| 118 | 28 |
| 119 | 28 |
| 120 | 41 |

| LOT No | U.E. |
|--------|------|
| 121 | 29 |
| 122 | 29 |
| 123 | 29 |
| 124 | 32 |
| 125 | 29 |
| 126 | 29 |
| 127 | 29 |
| 128 | 26 |
| 129 | 31 |
| 130 | 32 |
| 131 | 32 |
| 132 | 26 |
| 133 | 32 |
| 134 | 37 |
| 135 | 37 |
| 136 | 27 |
| 137 | 40 |
| 138 | 27 |
| 139 | 39 |
| 140 | 38 |
| 141 | 44 |
| 142 | 42 |
| 143 | 46 |
| 144 | 30 |
| 145 | 30 |
| 146 | 44 |
| 147 | 44 |
| 148 | 35 |
| 149 | 41 |
| 150 | 41 |

| LOT No | U.E. |
|--------|------|
| 151 | 32 |
| 152 | 31 |
| 153 | 40 |
| 154 | 31 |
| 155 | 28 |
| 156 | 33 |
| 157 | 26 |
| 158 | 28 |
| 159 | 32 |
| 160 | 45 |
| 161 | 22 |
| 162 | 19 |
| 163 | 43 |
| 164 | 1 |
| 165 | 17 |
| 166 | 22 |
| 167 | 16 |
| 168 | 5098 |

AGG. 10000

Reduction Ratio 1:

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 120388



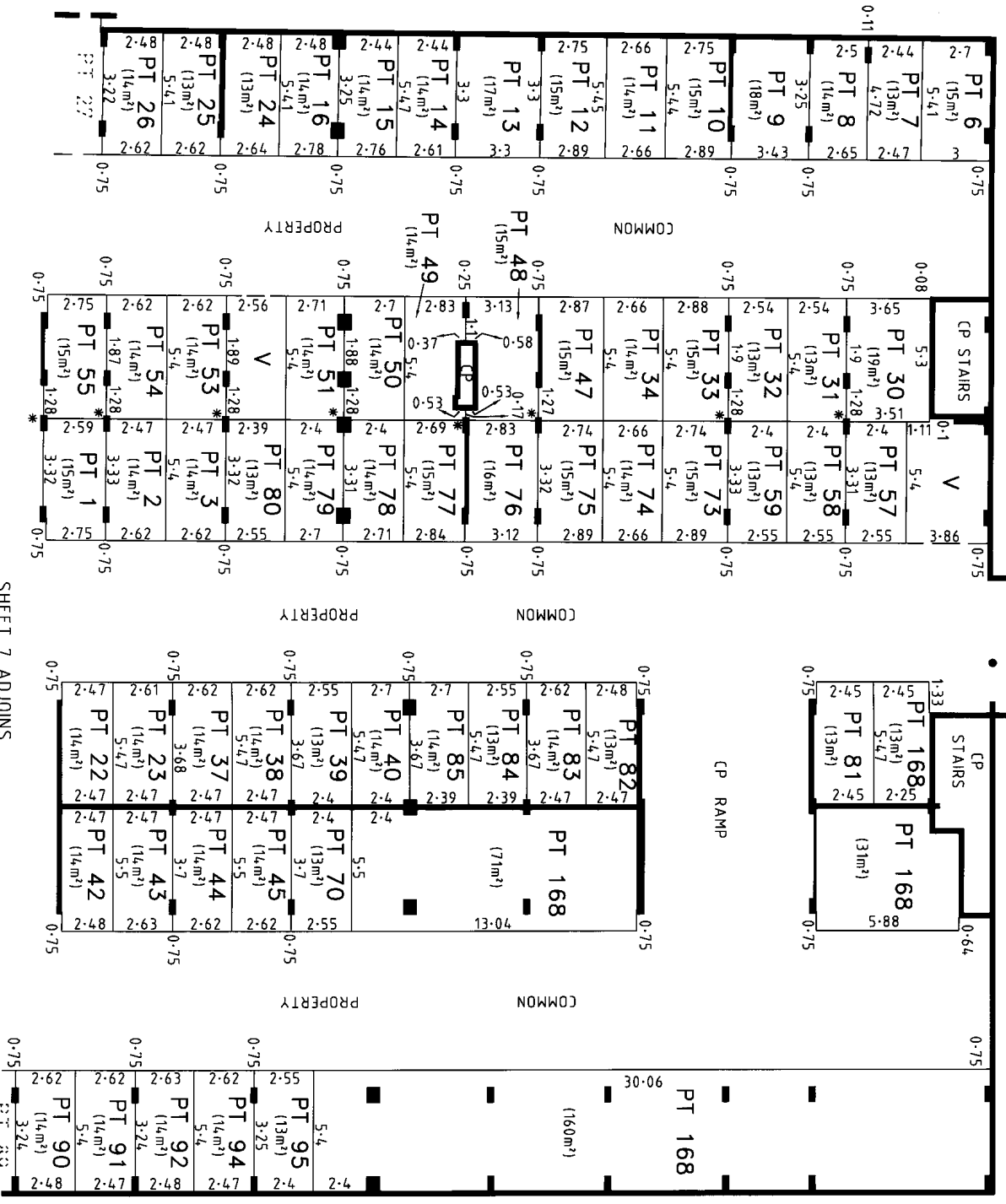
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[Signature]

STRATA PLAN 57895

PARKING LEVEL 2

PT 168
VOID

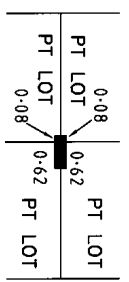


SHEET 7 ADJOINS

ISG

BOUNDARIES SHOWN THUS
ARE TO CORNER OF COLUMN
BOUNDARIES SHOWN THUS ARE
TO CENTRE OF COLUMN AT FACE
UNLESS OTHERWISE SHOWN

DIAGRAM



TYPICAL BOUNDARY DETAIL
AT COLUMNS DENOTED *
(NOT TO R.R.)

Reduction Ratio 1: 200

Lengths are in metres

V DENOTES VISITOR PARKING - CP
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

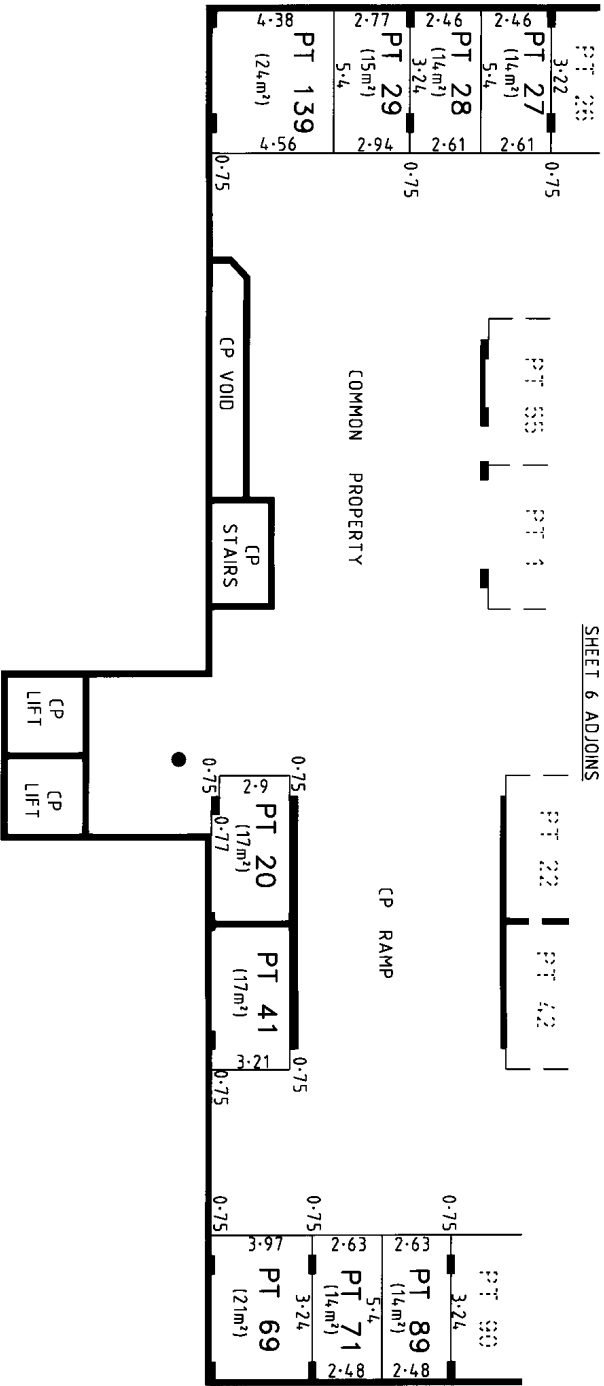
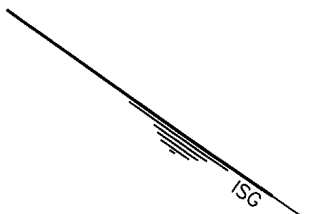
Surveyor Registered under Surveyors Act 1929
SURVEYOR'S REFERENCE: 120388

General Manager / Authorised Person
S.F. Level



PARKING LEVEL 2

STRATA PLAN 57895



SHEET 6 ADJOINS

COMMON PROPERTY

CP RAMP

CP VOID

CP STAIRS

CP LIFT

CP LIFT

BOUNDARIES SHOWN THUS
ARE TO CORNER OF COLUMN

BOUNDARIES SHOWN THUS ARE
TO CENTRE OF COLUMN AT FACE
UNLESS OTHERWISE SHOWN

CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929
SURVEYOR'S REFERENCE: 120388

[Signature]

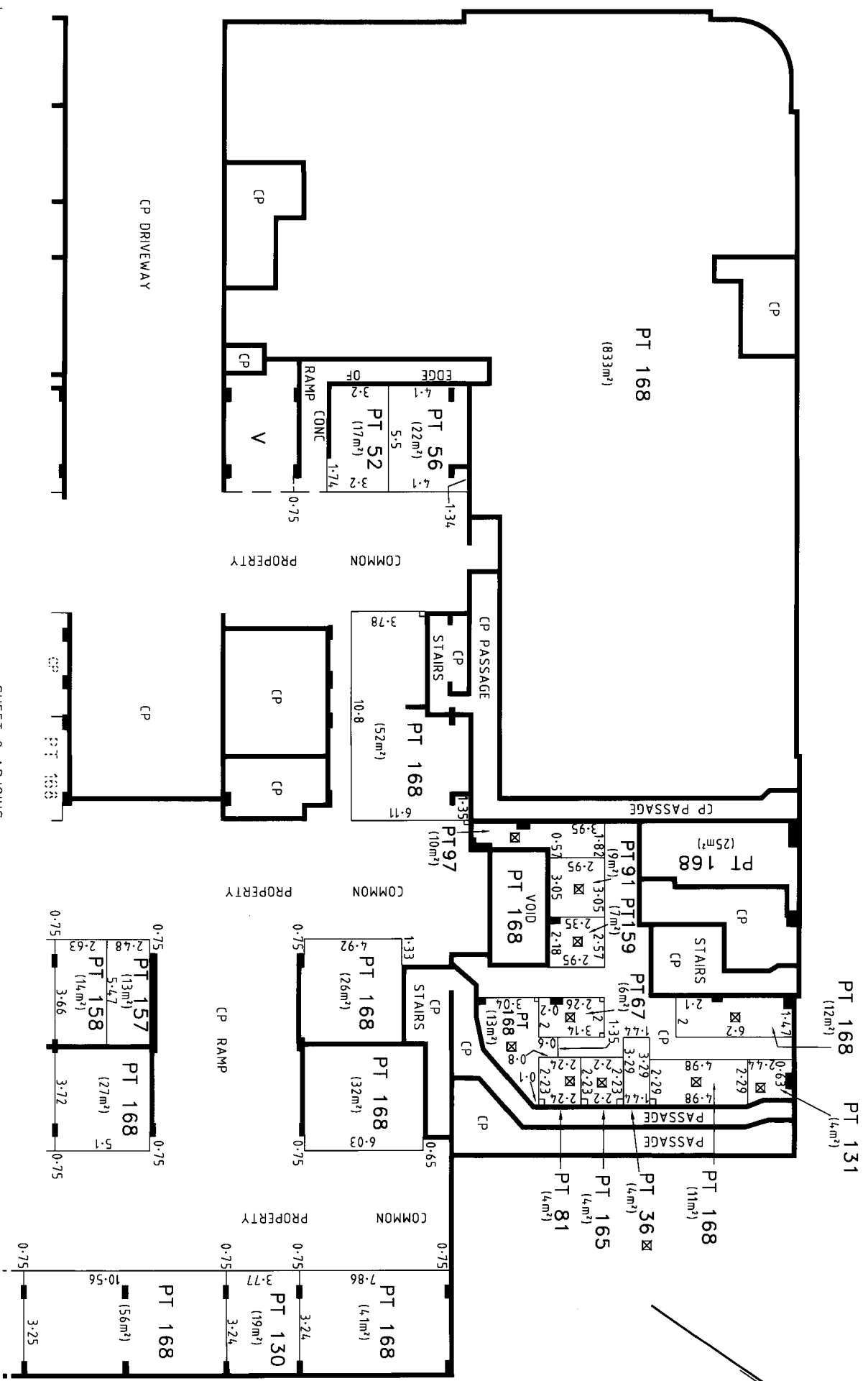
General Manager / Authorised Person

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 29 Sheets

LEVEL 1

STRATA PLAN 57895



- L DENOTES 90°
- V DENOTES VISITOR PARKING - CP
- ☒ DENOTES STORE
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE
- BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN
- BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN

SHEET 9 ADJOINS

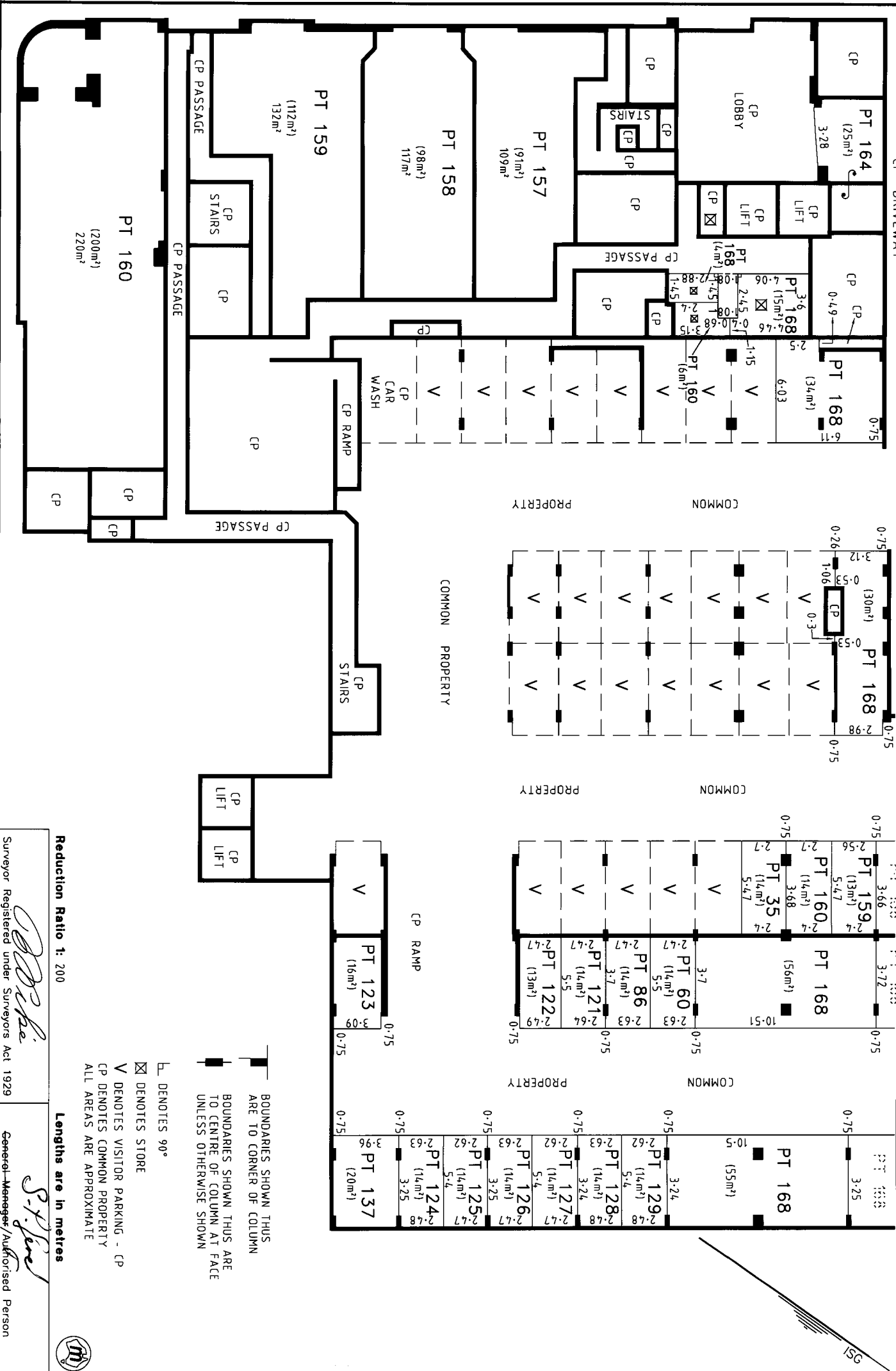
Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929
Colin White
 SURVEYOR'S REFERENCE: 120388

General Manager/ Authorised Person
S.P. Lovel





LEVEL 1

- ┌ DENOTES 90°
- ⊠ DENOTES STORE
- V DENOTES VISITOR PARKING - CP
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE
- BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN UNLESS OTHERWISE SHOWN
- ARE TO CORNER OF COLUMN

Reduction Ratio 1: 200

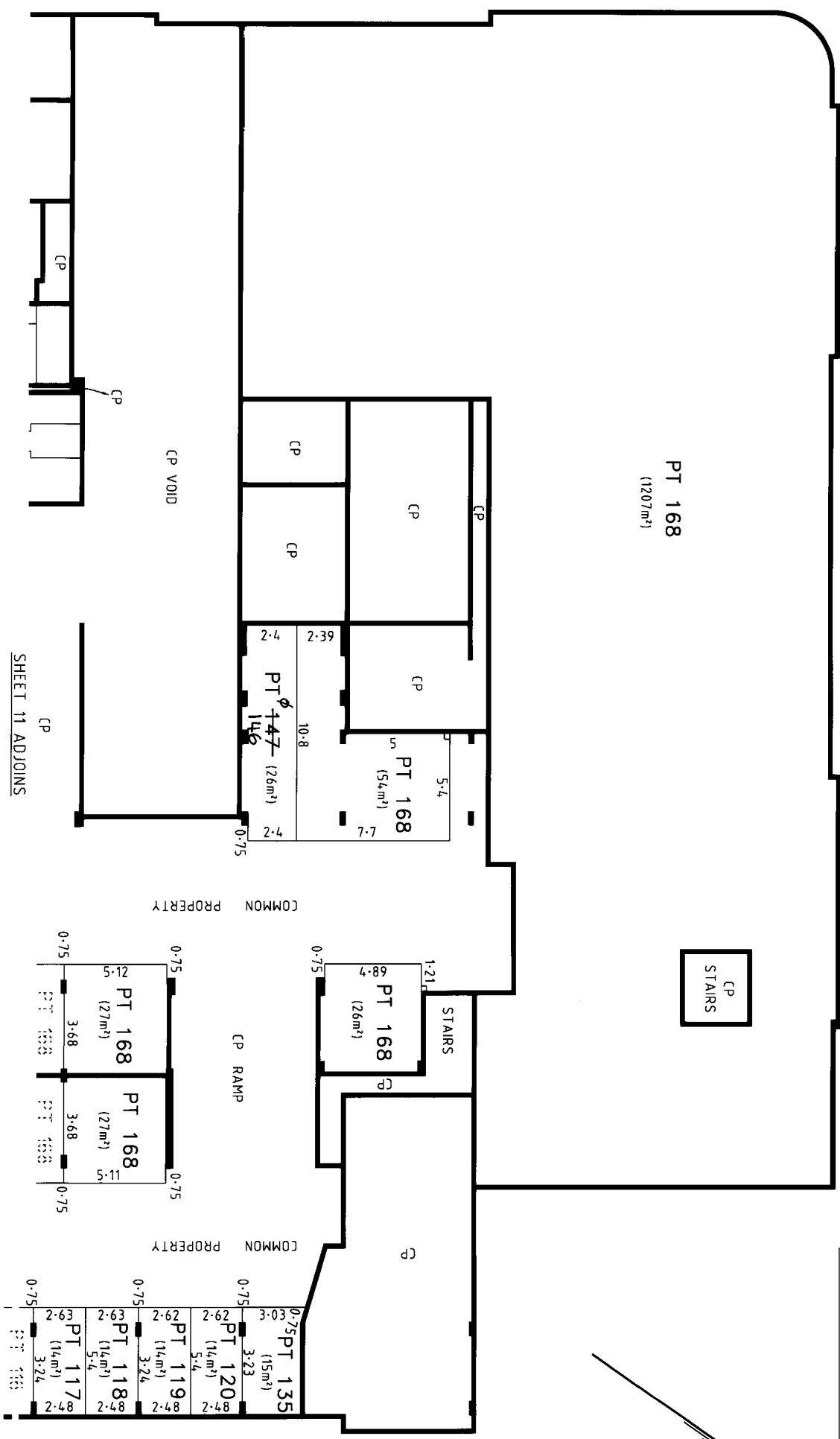
Lengths are in metres

Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: 120388
[Signature]
 General Manager / Authorised Person



LEVEL 2

STRATA PLAN 57895



└ DENOTES 90°
 CP DENOTES COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE

BOUNDARIES SHOWN THUS
 ARE TO CORNER OF COLUMN
 BOUNDARIES SHOWN THUS ARE
 TO CENTRE OF COLUMN AT FACE
 UNLESS OTHERWISE SHOWN

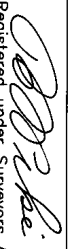
SHEET 11 ADJOINS

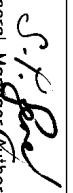
COMMON PROPERTY

COMMON PROPERTY

Reduction Ratio 1: 200

Lengths are in metres

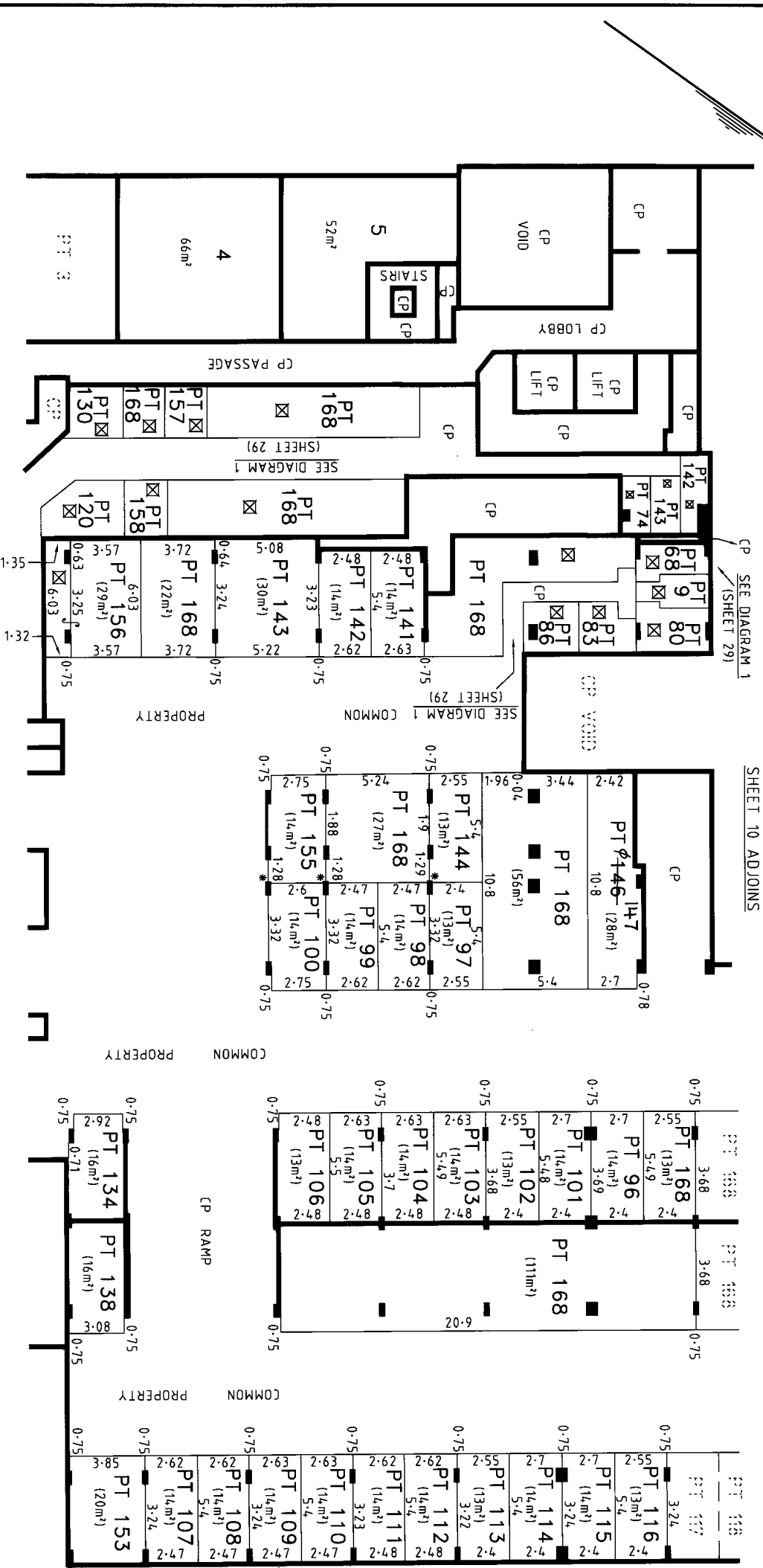
Surveyor Registered under Surveyors Act 1929


General Manager, Authorised Person




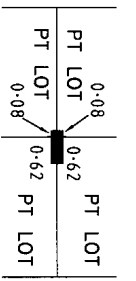
LEVEL 2

STRATA PLAN 57895



BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN

BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN



☒ DENOTES STORE

CP DENOTES COMMON PROPERTY ALL AREAS ARE APPROXIMATE

TYPICAL BOUNDARY DETAIL AT COLUMNS DENOTED *

DIAGRAM

SHEET 12 ADJOINS

SHEET 10 ADJOINS

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

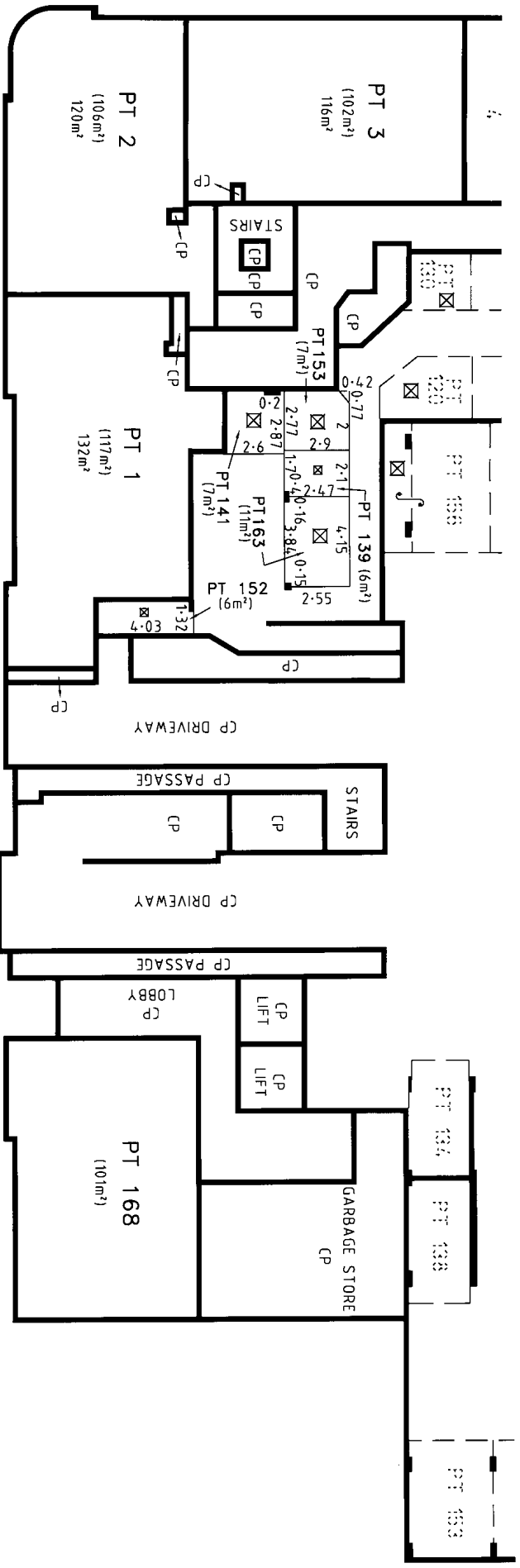
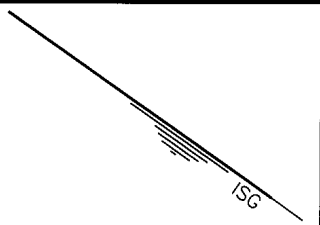
SURVEYOR'S REFERENCE: 120388 14/8/98

General Manager/Authorised Person



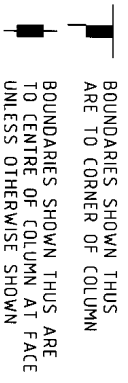
LEVEL 2

STRATA PLAN 57895



SHEET 11 ADJOINS

☒ DENOTES STOREROOM
 CP DENOTES COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE



Reduction Ratio 1: 200

Lengths are in metres

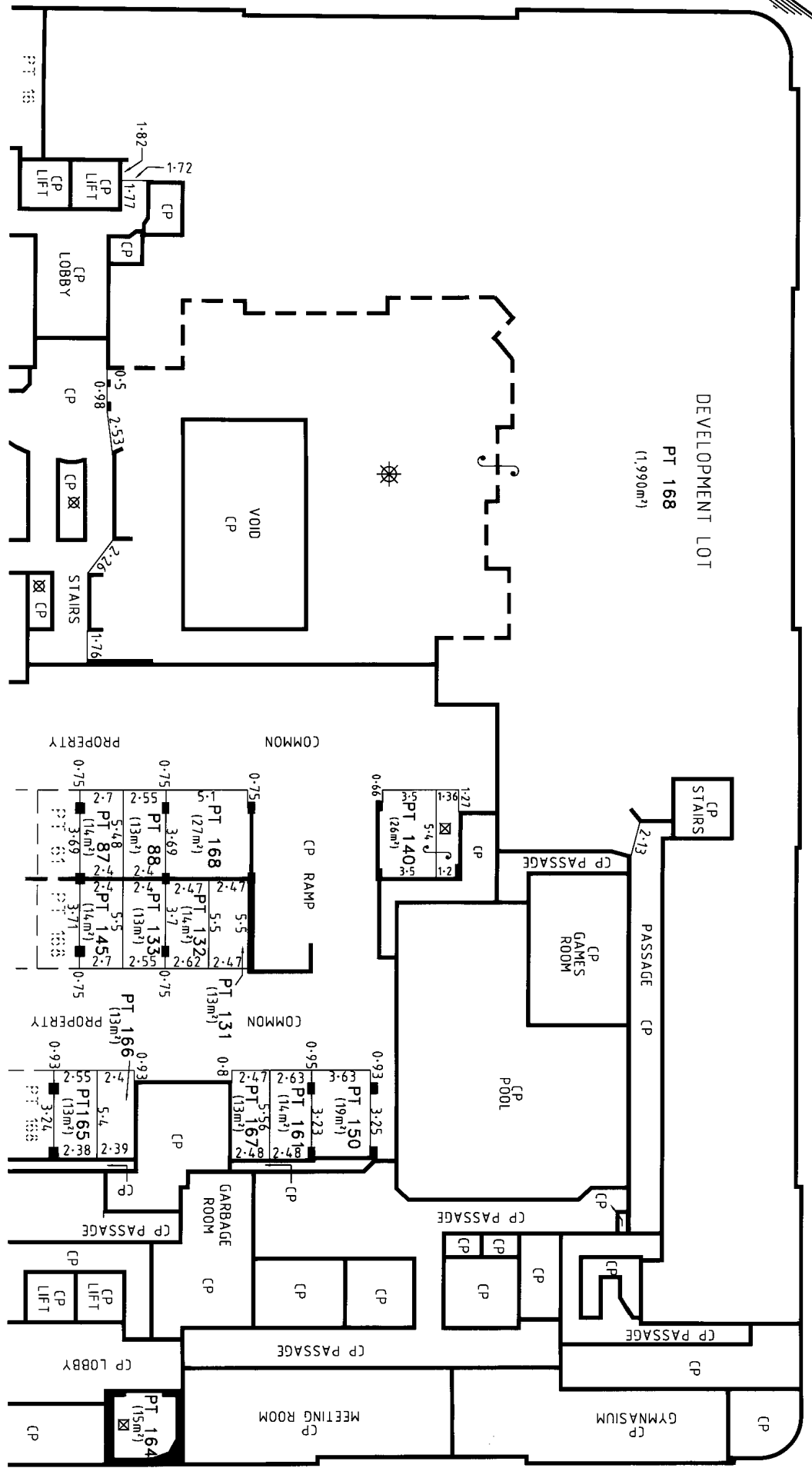
Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: 120388

General Manager/Authorised Person



LEVEL 3

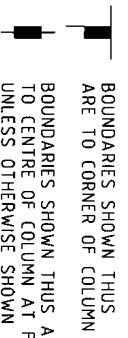
STRATA PLAN 57895



SHEET 14 ADJOINS

- ☒ DENOTES STOREROOM
- ☒ DENOTES PLANTER
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

PT 168 DENOTED ✱ IS LIMITED IN HEIGHT TO 50 ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED



Reduction Ratio 1: 250

Lengths are in metres

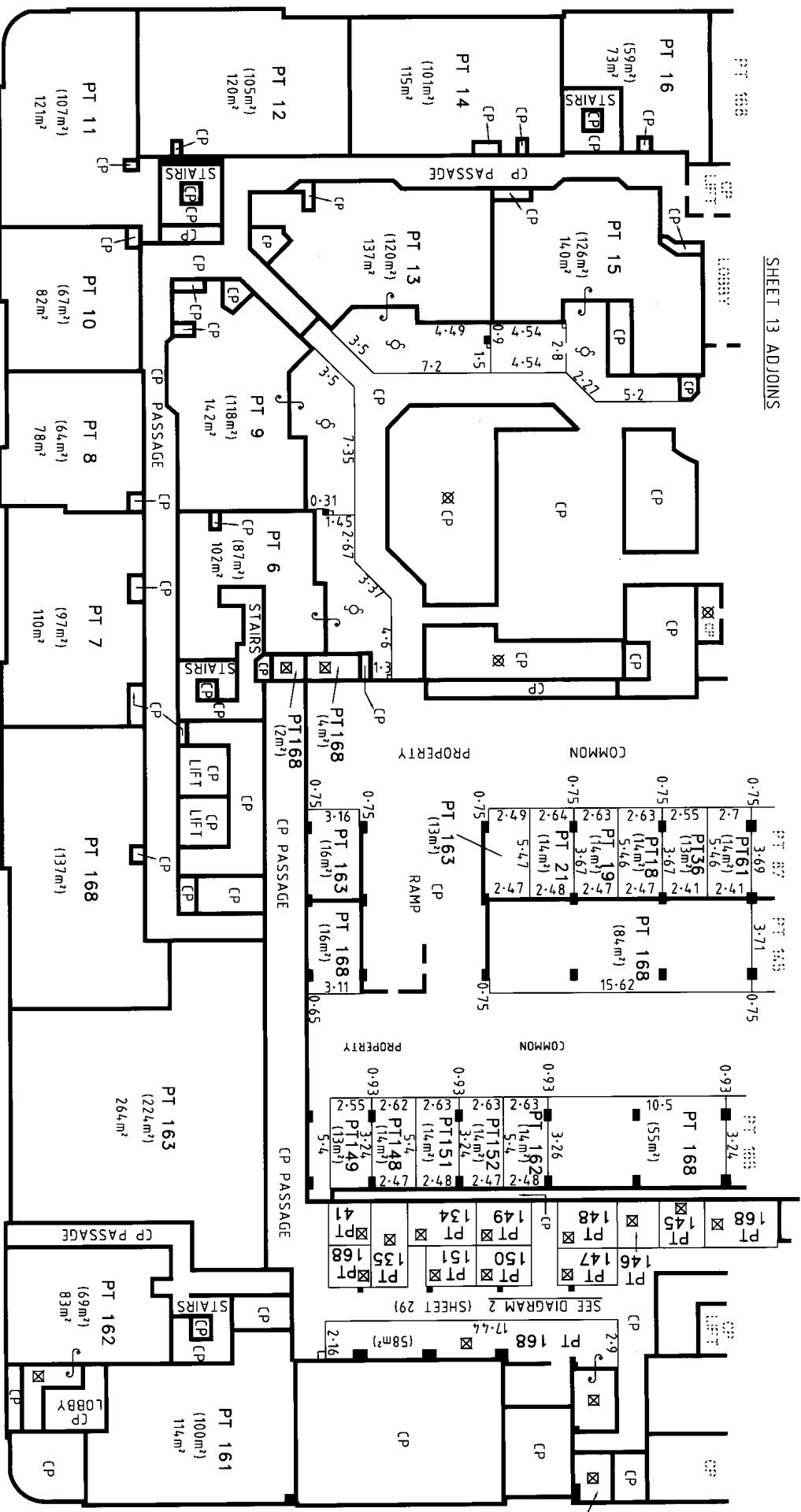
Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: 120388
 S. J. Jones
 General Manager / Authorised Person

LEVEL 3

STRATA PLAN 57895

SHEET 13 ADJOINS

SHEET 13 ADJOINS



- ⊥ DENOTES 90°
- ⊗ DENOTES PLANTER
- ⊠ DENOTES STOREROOM
- DENOTES COURTYARD
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED.

BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN UNLESS OTHERWISE SHOWN

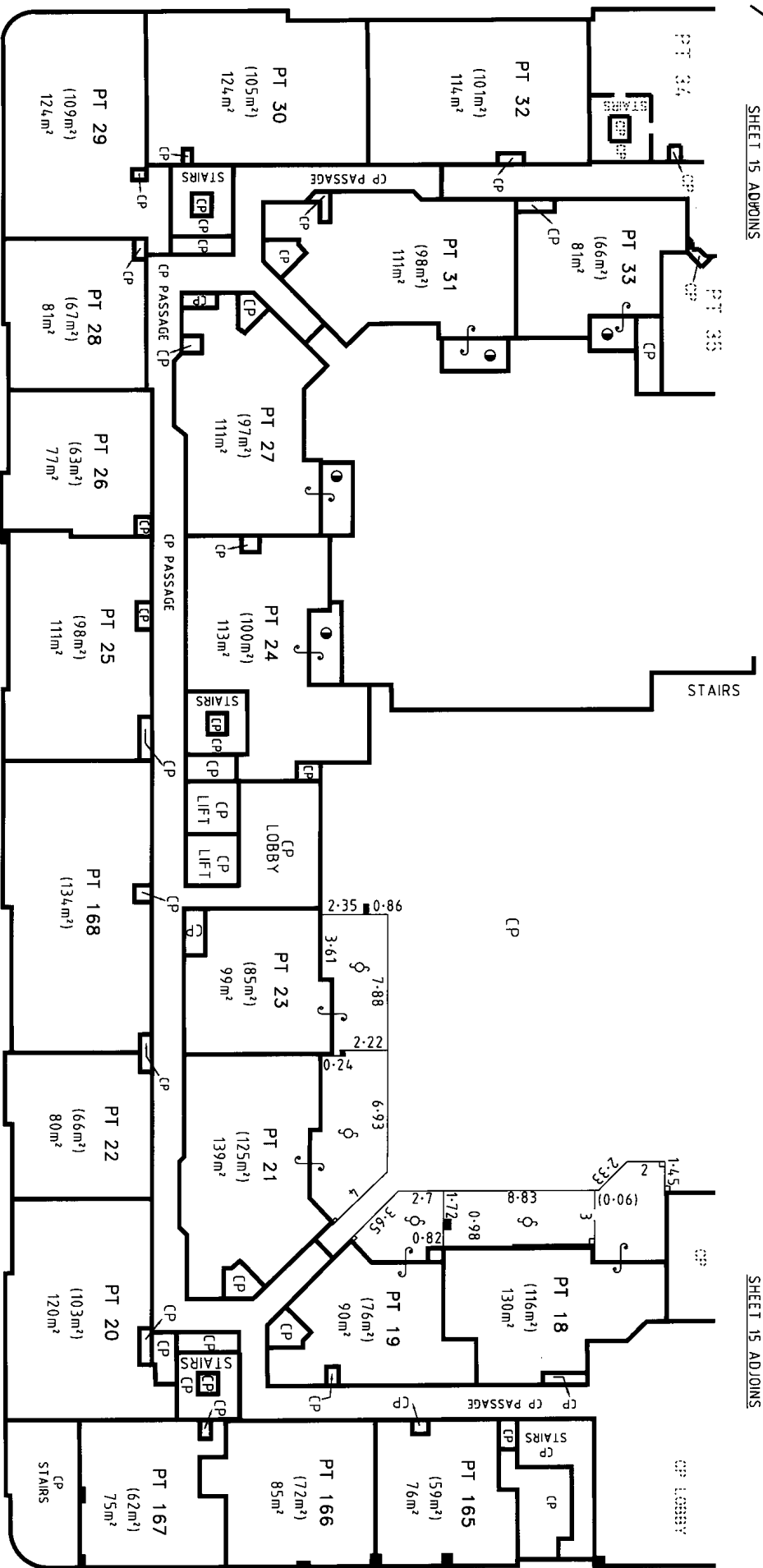
Reduction Ratio 1: 250

Lengths are in metres

Surveyor Registered under Surveyors Act 1929
 S.P. Jones
 General Manager/Authorised Person
 SUPERVISOR'S REFERENCE: 120388

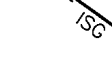
STRATA PLAN 57895

LEVEL 4



SHEET 15 ADJOINS

SHEET 15 ADJOINS



- ⊙ DENOTES 90°
 - ⊕ DENOTES COURTYARD
 - DENOTES BALCONY (COVERED)
 - CP DENOTES COMMON PROPERTY
 - ALL AREAS ARE APPROXIMATE
- THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

Reduction Ratio 1: 250

Lengths are in metres

Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: 120388

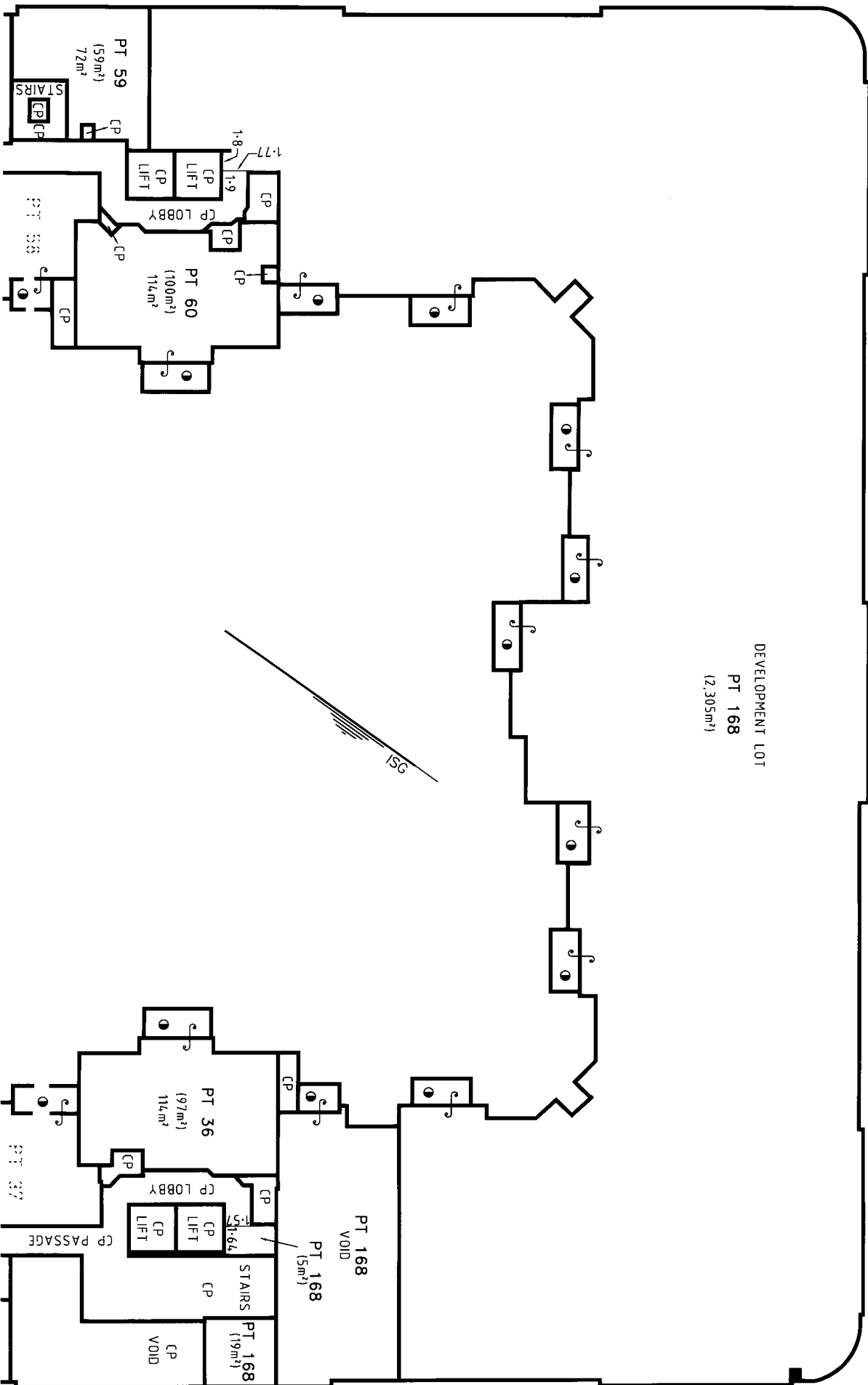
S.P. Paul
 General Manager / Authorised Person



LEVEL 5

STRATA PLAN 57895

DEVELOPMENT LOT
PT 168
(2,305m²)



● DENOTES BALCONY (COVERED)
 CP DENOTES COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 250

Lengths are in metres



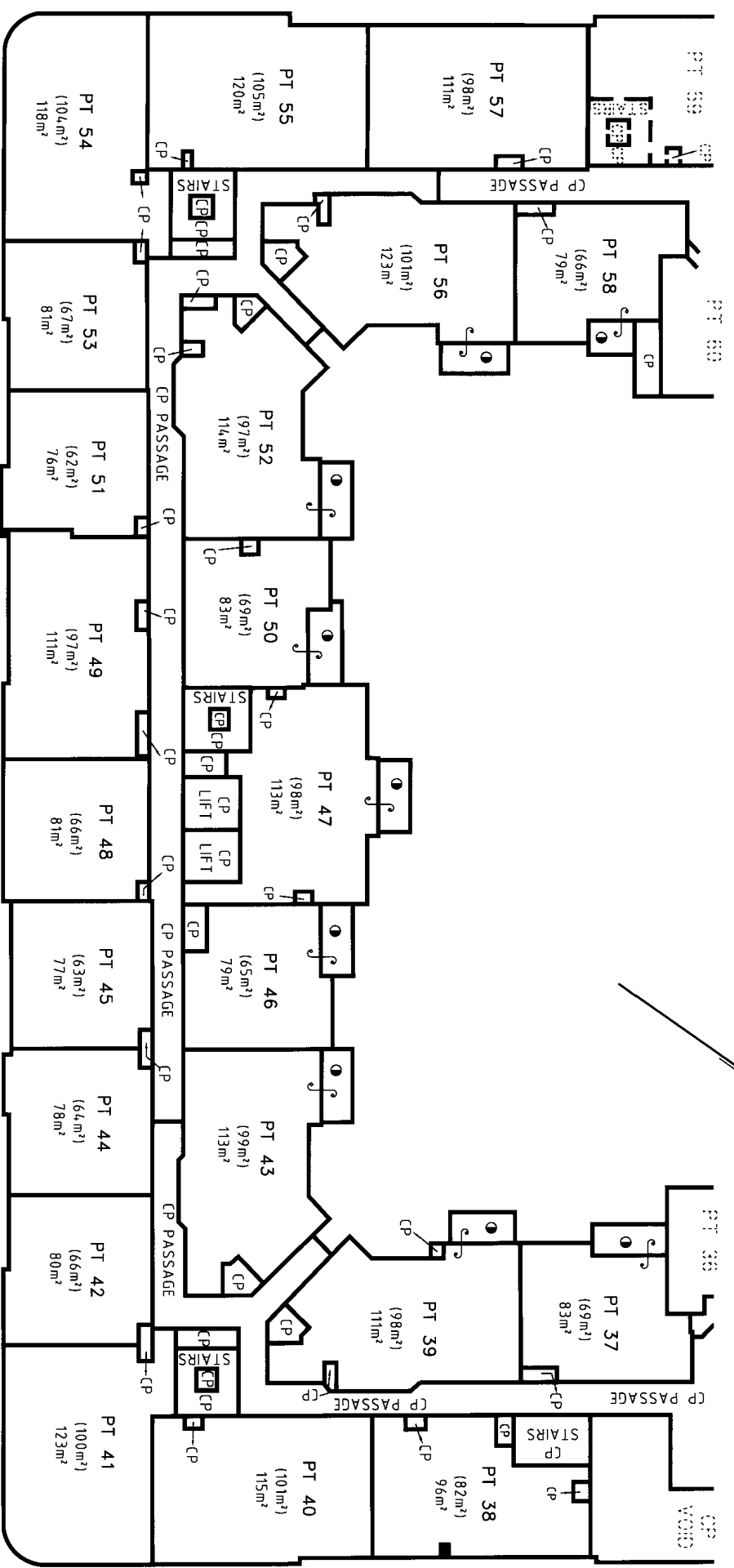
Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 120388

STRATA PLAN 57895

LEVEL 5



● DENOTES BALCONY (COVERED)
 CP DENOTES COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 250

Lengths are in metres



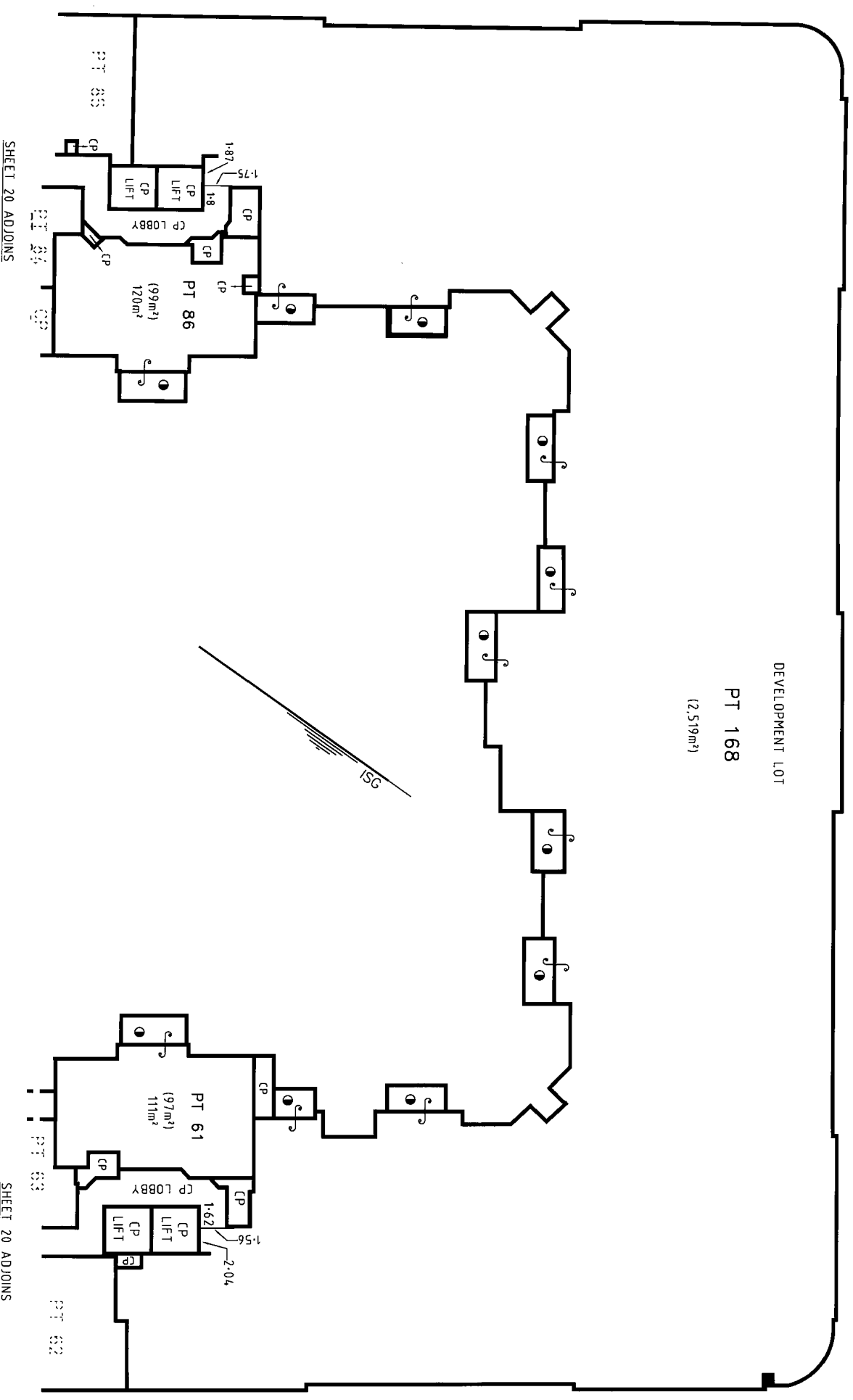
Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: 120388

General Manager / Authorised Person

LEVEL 6

STRATA PLAN 57895

DEVELOPMENT LOT
PT 168
(2,519m²)



SHEET 20 ADJOINS

SHEET 20 ADJOINS

● DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 250

Lengths are in metres

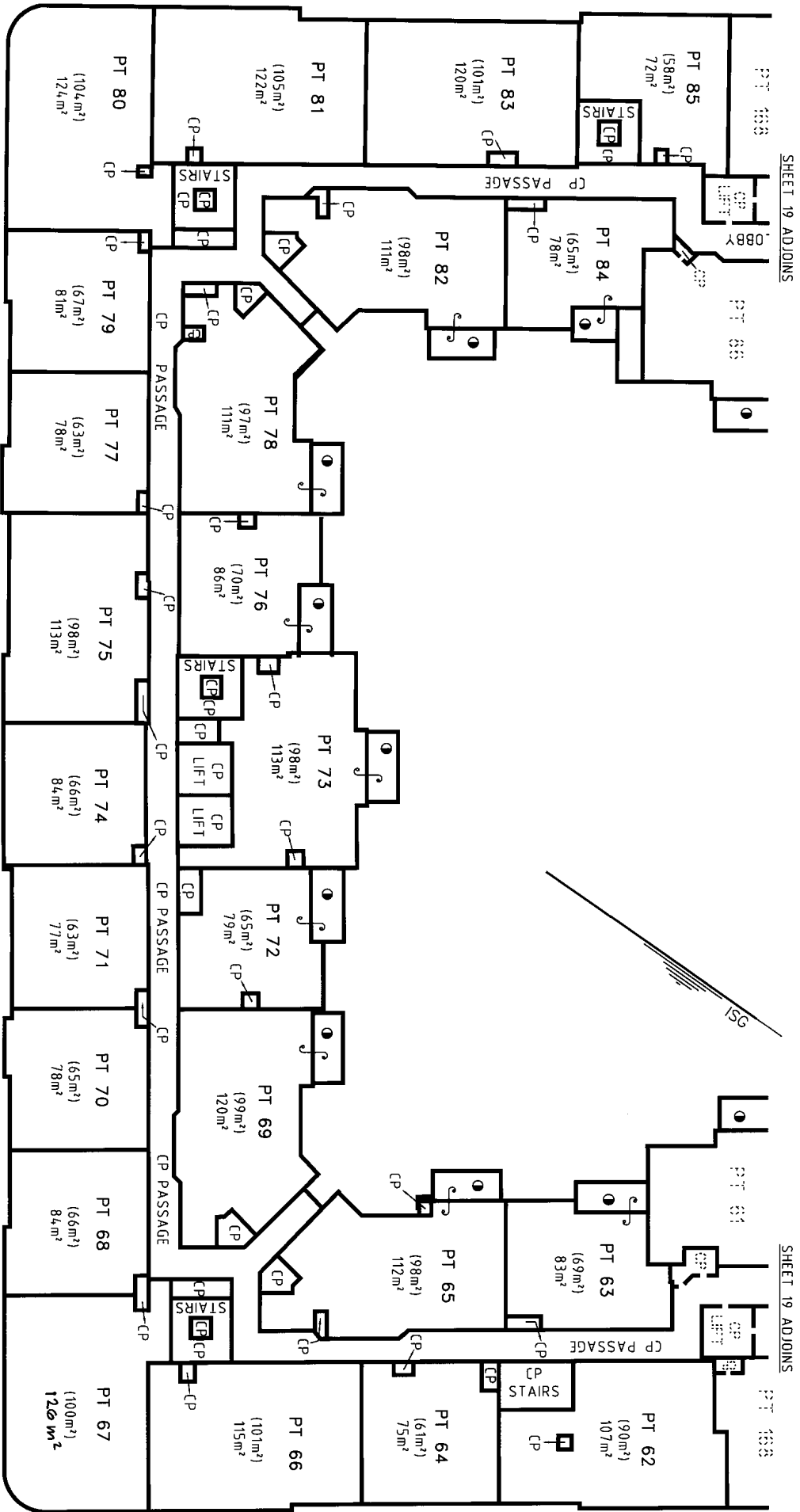
Surveyor Registered under Surveyors Act 1929
SURVEYORS REFERENCE: 120388

General Manager/Authorised Person



LEVEL 6

STRATA PLAN 57895



● DENOTES BALCONY (COVERED)
 CP DENOTES COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 250

Lengths are in metres

Surveyor Registered under Surveyors Act 1929
Walter Lee

General Manager/Authorised Person
S.P. Ford

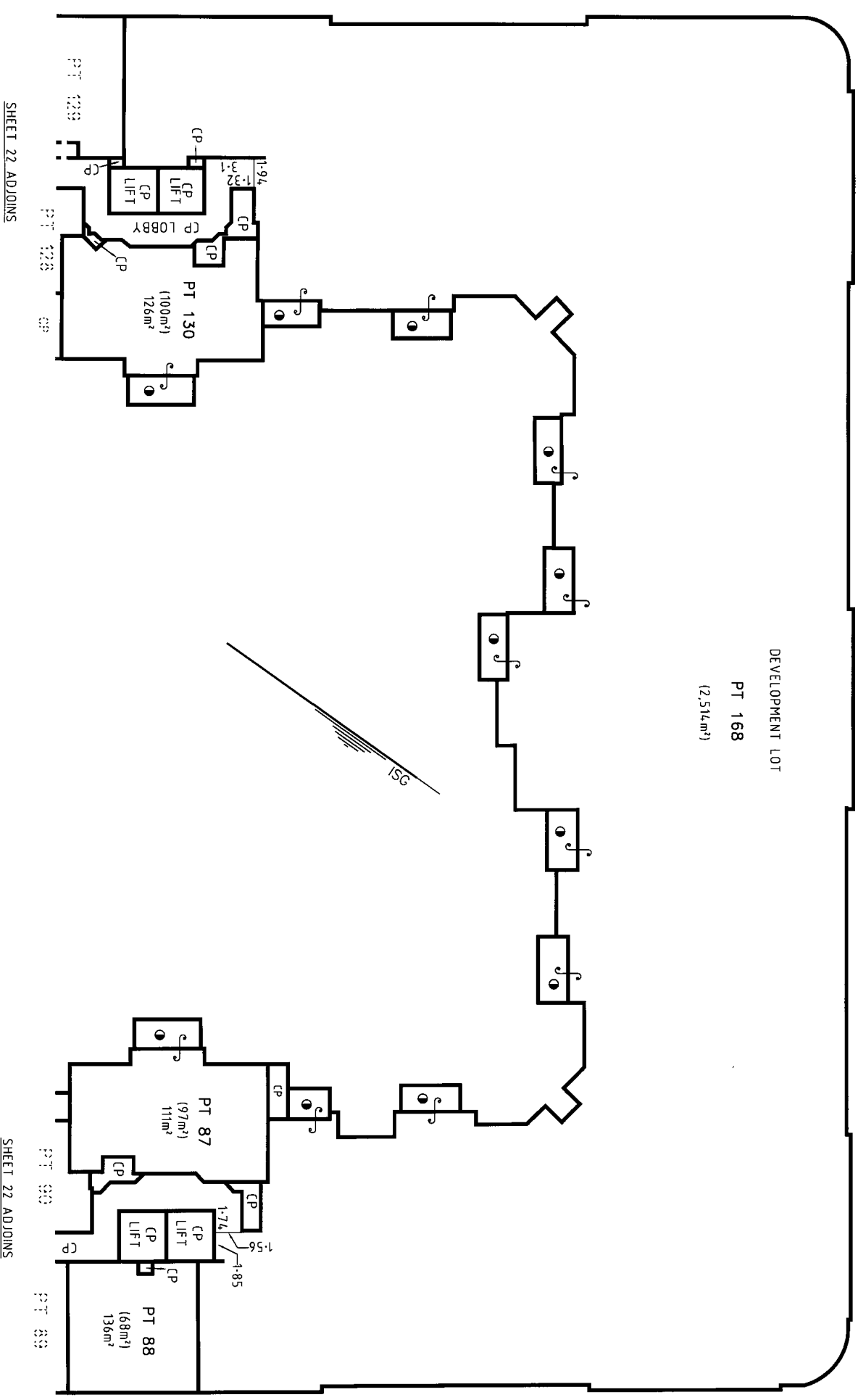
SURVEYOR'S REFERENCE: 120388



LEVEL 7

STRATA PLAN 57895

DEVELOPMENT LOT
PT 168
(2,514.0m²)



● DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 250

Lengths are in metres

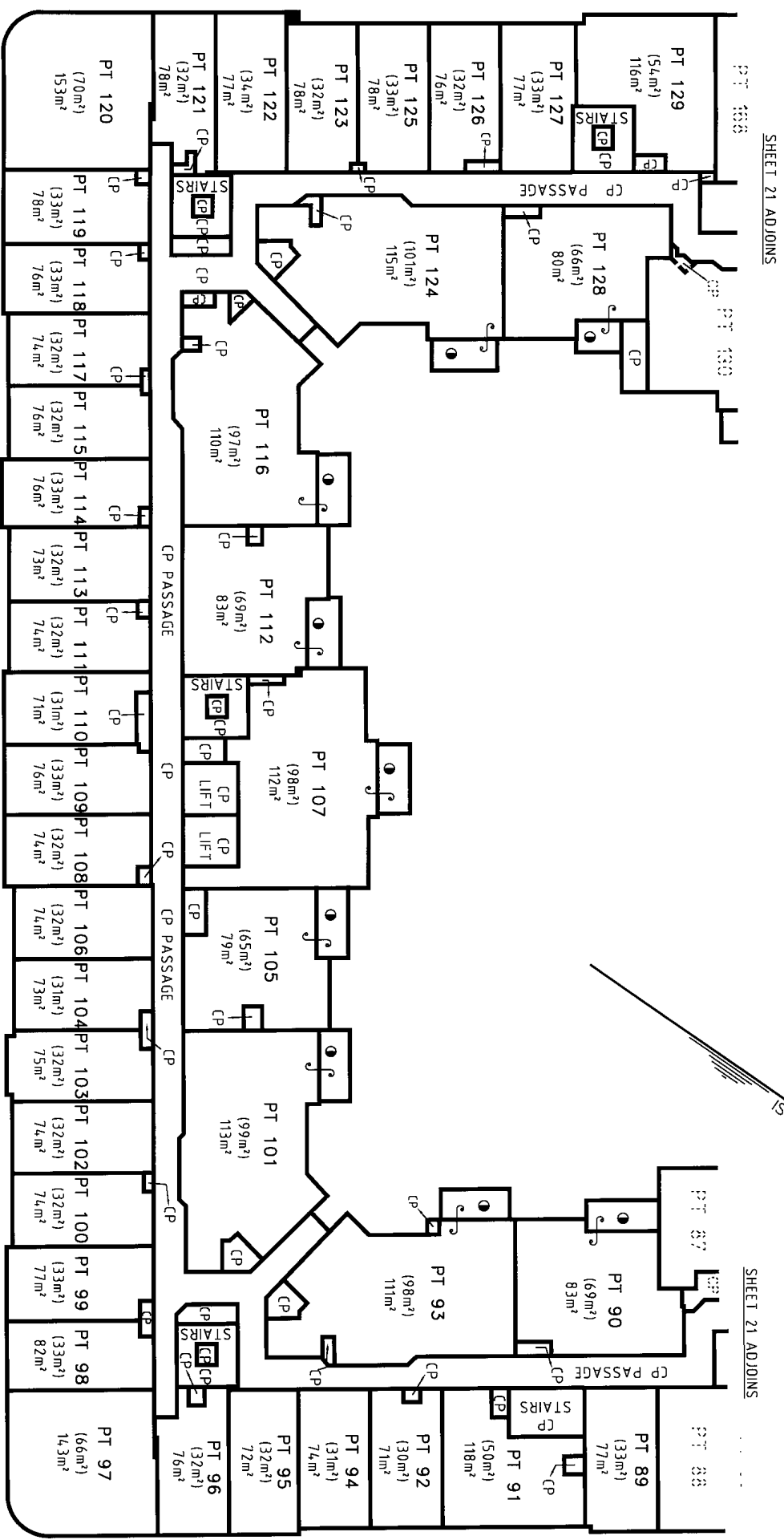


Surveyor Registered under Surveyors Act 1929
C. J. Jones
SURVEYOR'S REFERENCE: 120388

General Manager / Authorised Person
S. P. Jones

LEVEL 7

STRATA PLAN 57895



SHEET 21 ADJOINS

SHEET 21 ADJOINS

- DENOTES BALCONY (COVERED)
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 250

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

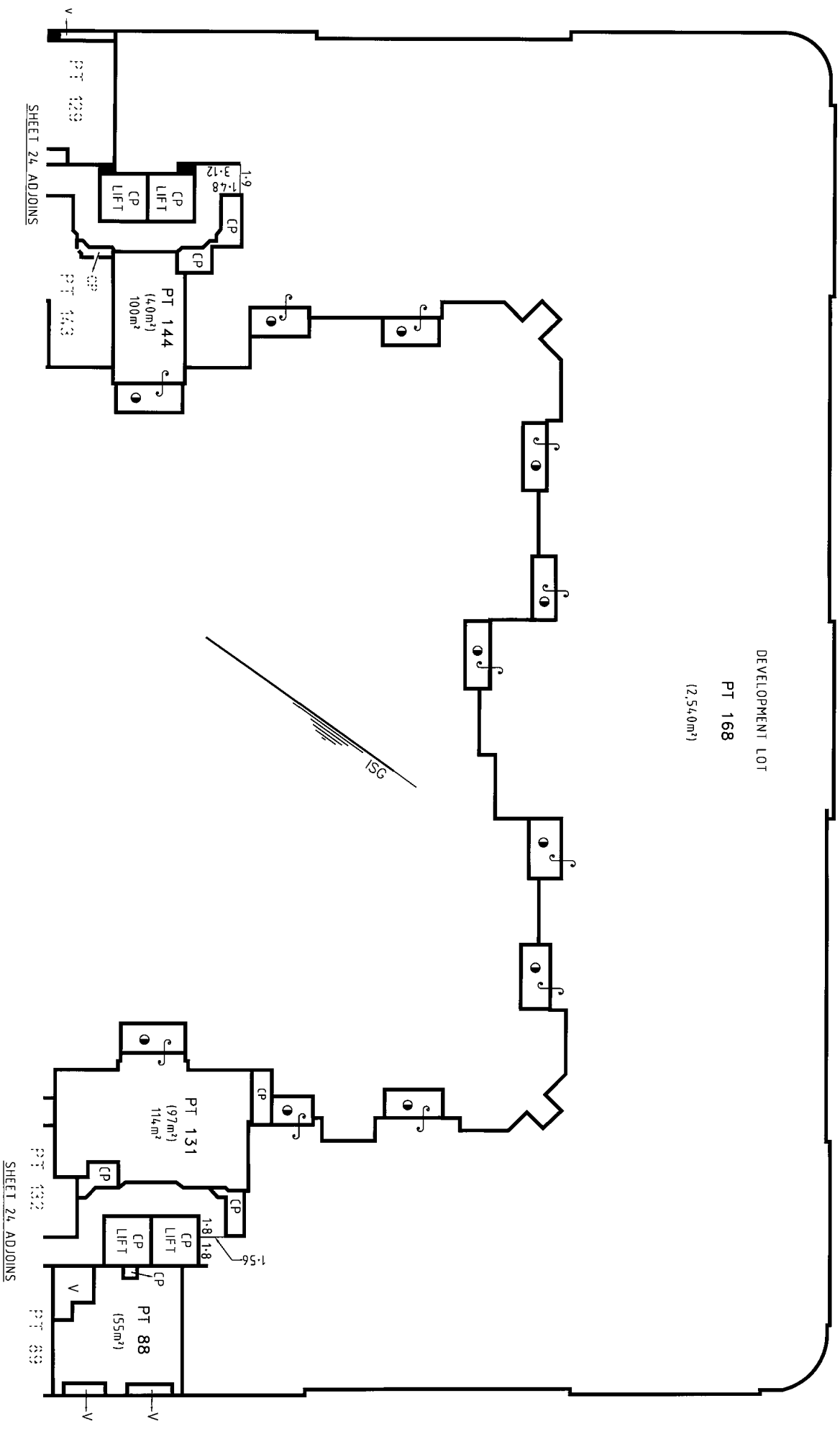
SURVEYOR'S REFERENCE: 120388



LEVEL 8

STRATA PLAN 57895

DEVELOPMENT LOT
 PT 168
 (2,54.0m²)



- V DENOTES VOID
- DENOTES BALCONY (COVERED)
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 250

Lengths are in metres

Surveyor Registered under Surveyors Act 1929
W. J. ...

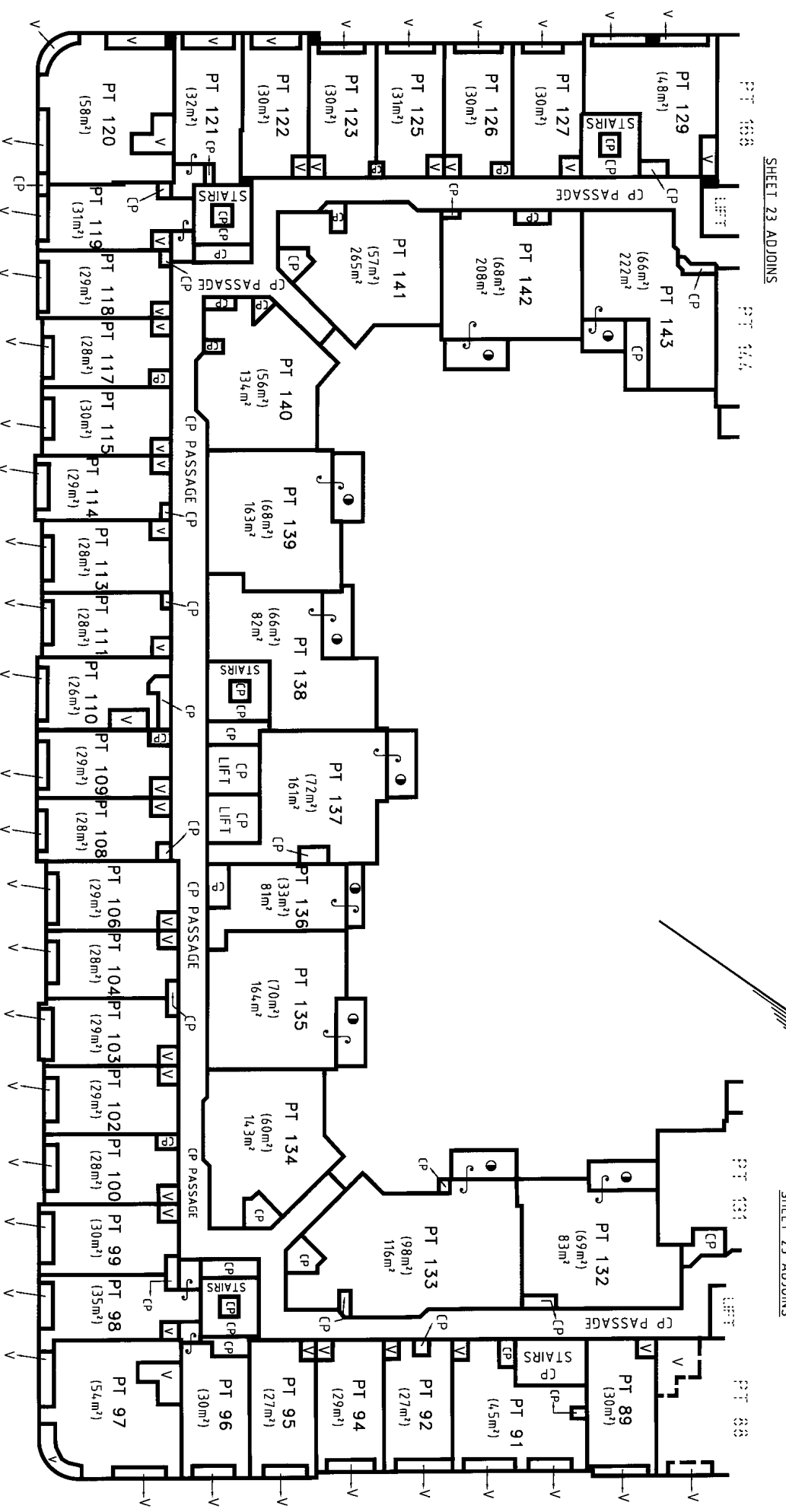
General Manager/Authorised Person
S. J. ...

SURVEYOR'S REFERENCE: 120388



LEVEL 8

STRATA PLAN 57895



SHEET 23 ADJOINS

SHEET 23 ADJOINS

ISG

- V DENOTES VOID
- DENOTES BALCONY (COVERED)
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 250

Lengths are in metres

Surveyor Registered under Surveyors Act 1929


General Manager/Authorised Person

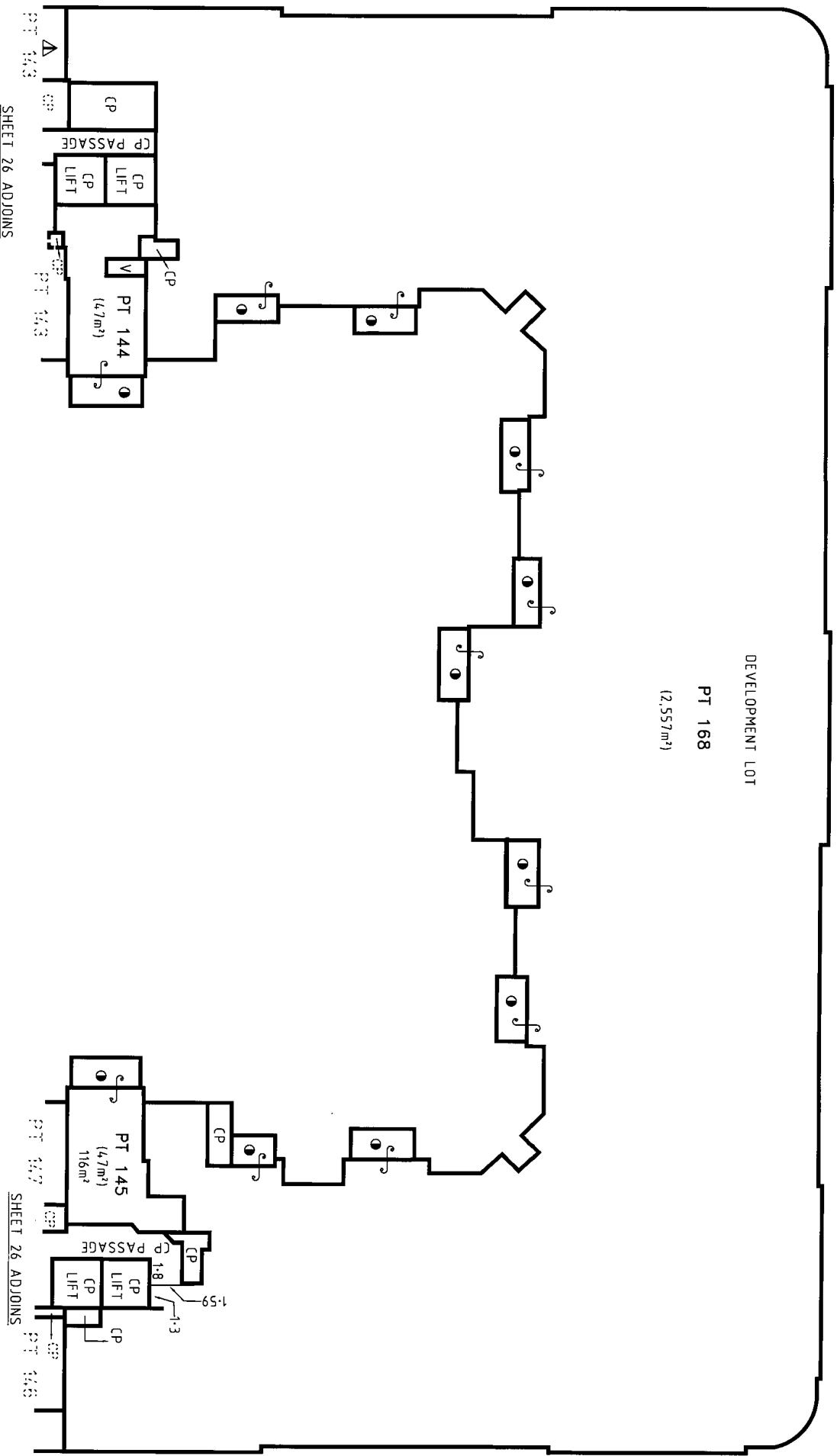


LEVEL 9

STRATA PLAN 57895

DEVELOPMENT LOT

PT 168
 (2,557m²)



SHEET 26 ADJOINS

SHEET 26 ADJOINS

- ▲ DENOTES TERRACE
- V DENOTES VOID
- DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

Reduction Ratio 1: 250

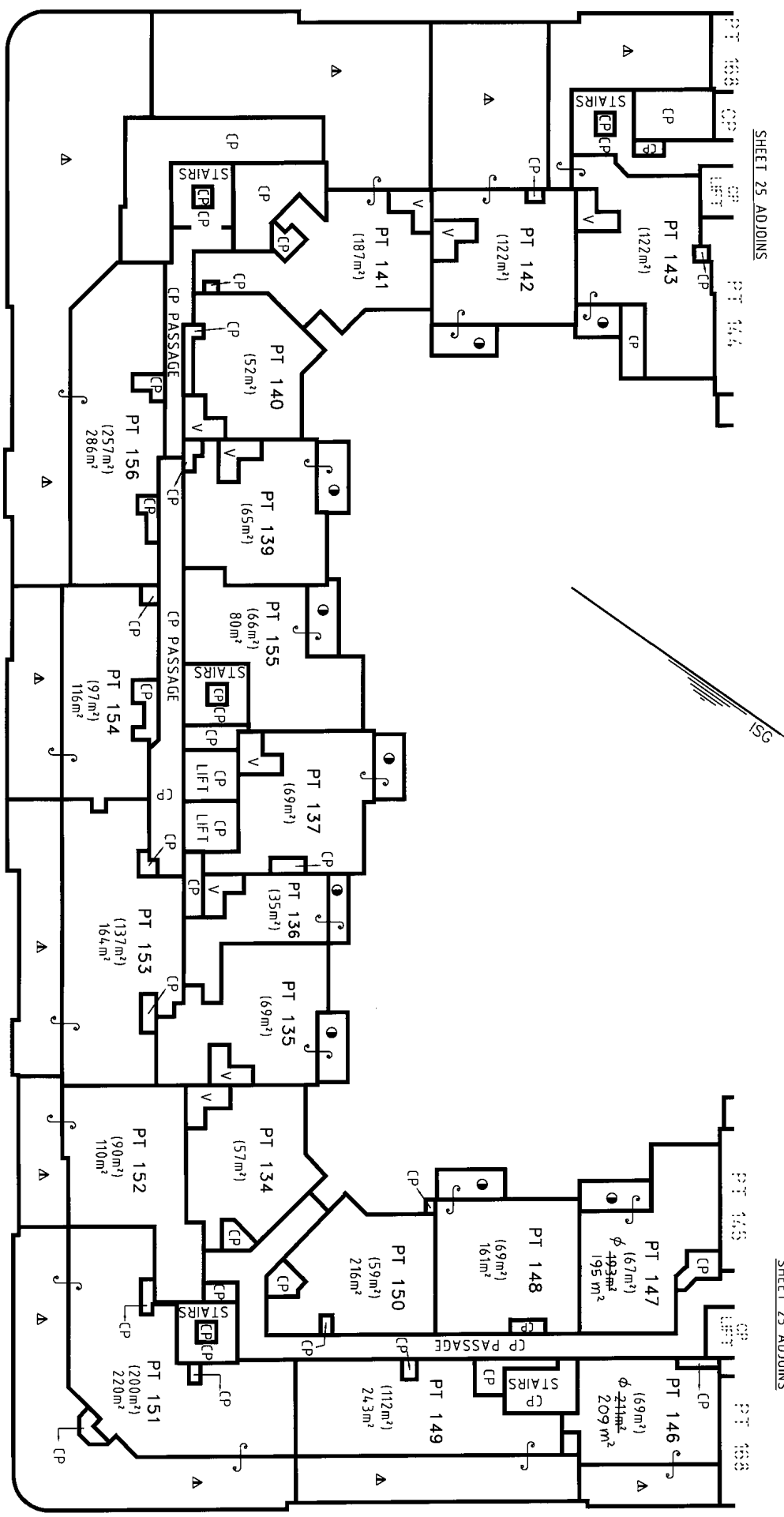
Lengths are in metres

Surveyor Registered under Surveyors Act 1929
 S. J. Ford
 General Manager / Authorised Person



LEVEL 9

STRATA PLAN 57895



SHEET 25 ADJOINS

SHEET 25 ADJOINS

- ▲ DENOTES TERRACE
- DENOTES BALCONY
- DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

Reduction Ratio 1: 250

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

[Signature]

[Signature]



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

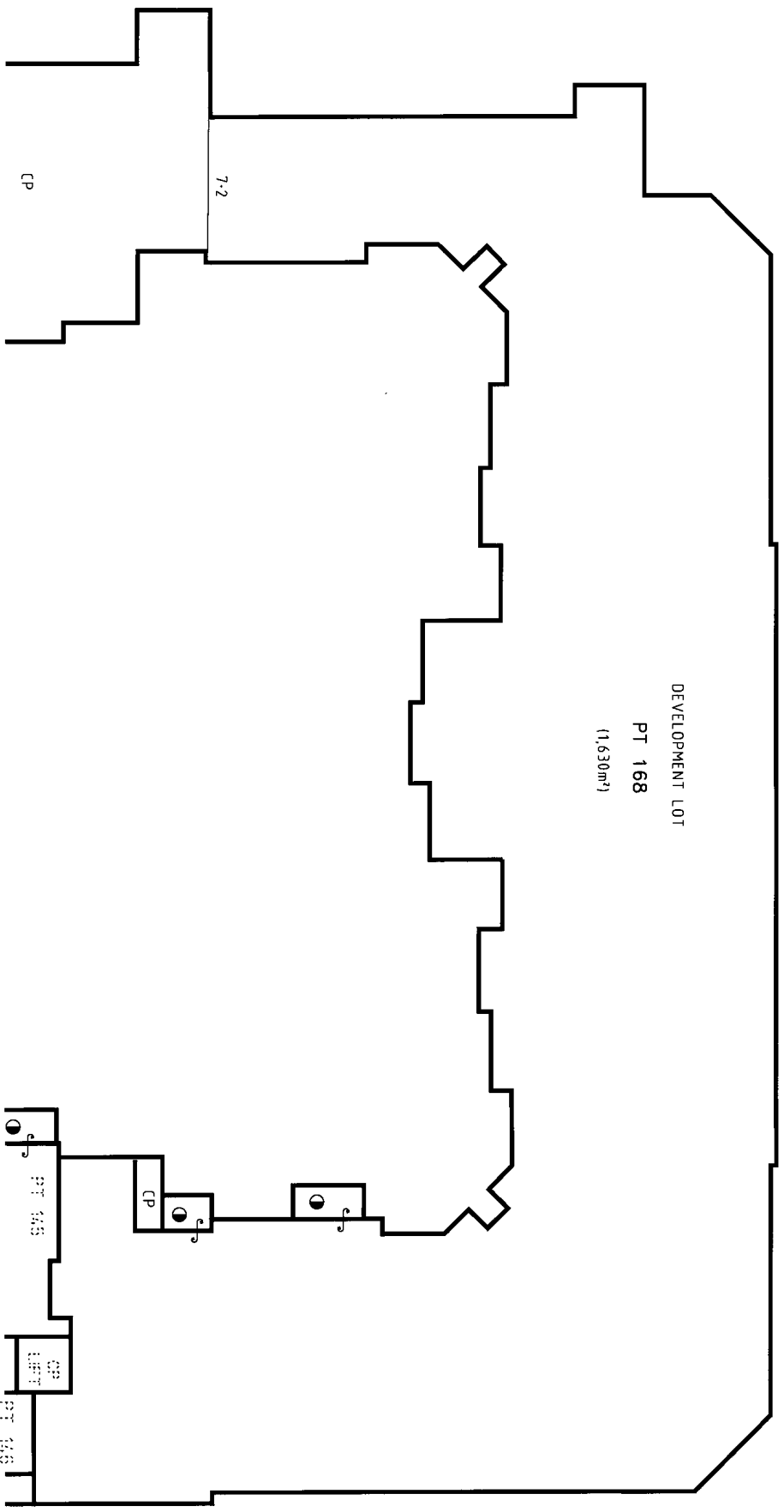
Sheet No. 27 of 29 Sheets

S.7895

LEVEL 10

STRATA PLAN 57895

ISG



SHEET 28 ADJOINS

SHEET 28 ADJOINS

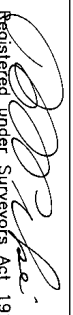
● DENOTES BALCONY
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE


THE STRATUM OF PT 168 & THE BALCONIES IS LIMITED
IN HEIGHT TO 10 ABOVE THE UPPER SURFACE OF THEIR
RESPECTIVE CONCRETE BASE.

Reduction Ratio 1: 250

Lengths are in metres



Surveyor Registered under Surveyors Act 1929

 SURVEYOR'S REFERENCE: 120388

General Manager/Authorised Person


LEVEL 10

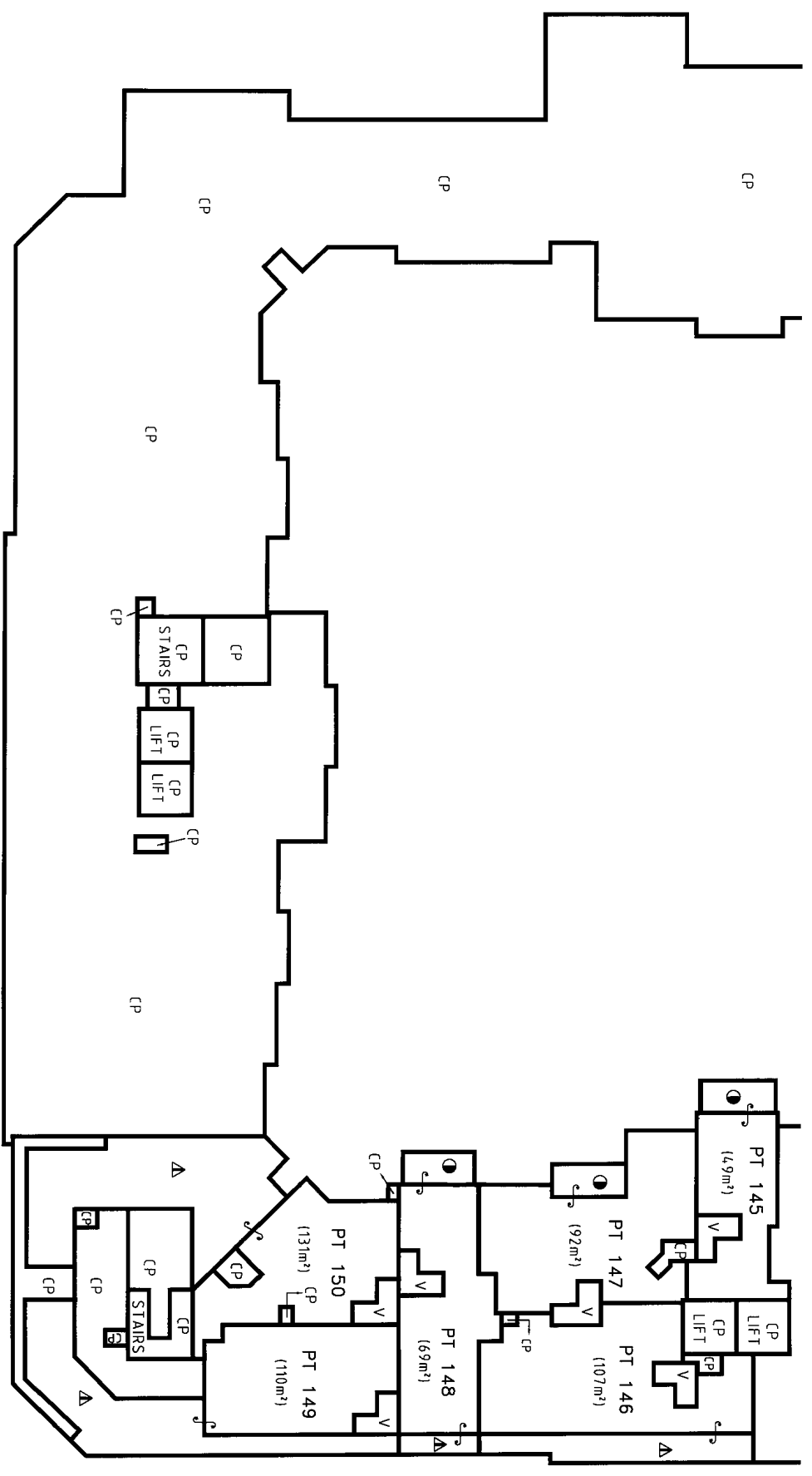
STRATA PLAN 57895



SHEET 27 ADJOINS

SHEET 27 ADJOINS

PT 1000



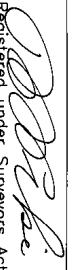
- ▲ DENOTES TERRACE
- DENOTES BALCONY
- v DENOTES VOID
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

Reduction Ratio 1: 250

Lengths are in metres

Surveyor Registered under Surveyors Act 1929


General Manager / Authorised Person


SURVEYOR'S REFERENCE: 120388



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 29 of 29 Sheets

STRATA PLAN 57895

57895

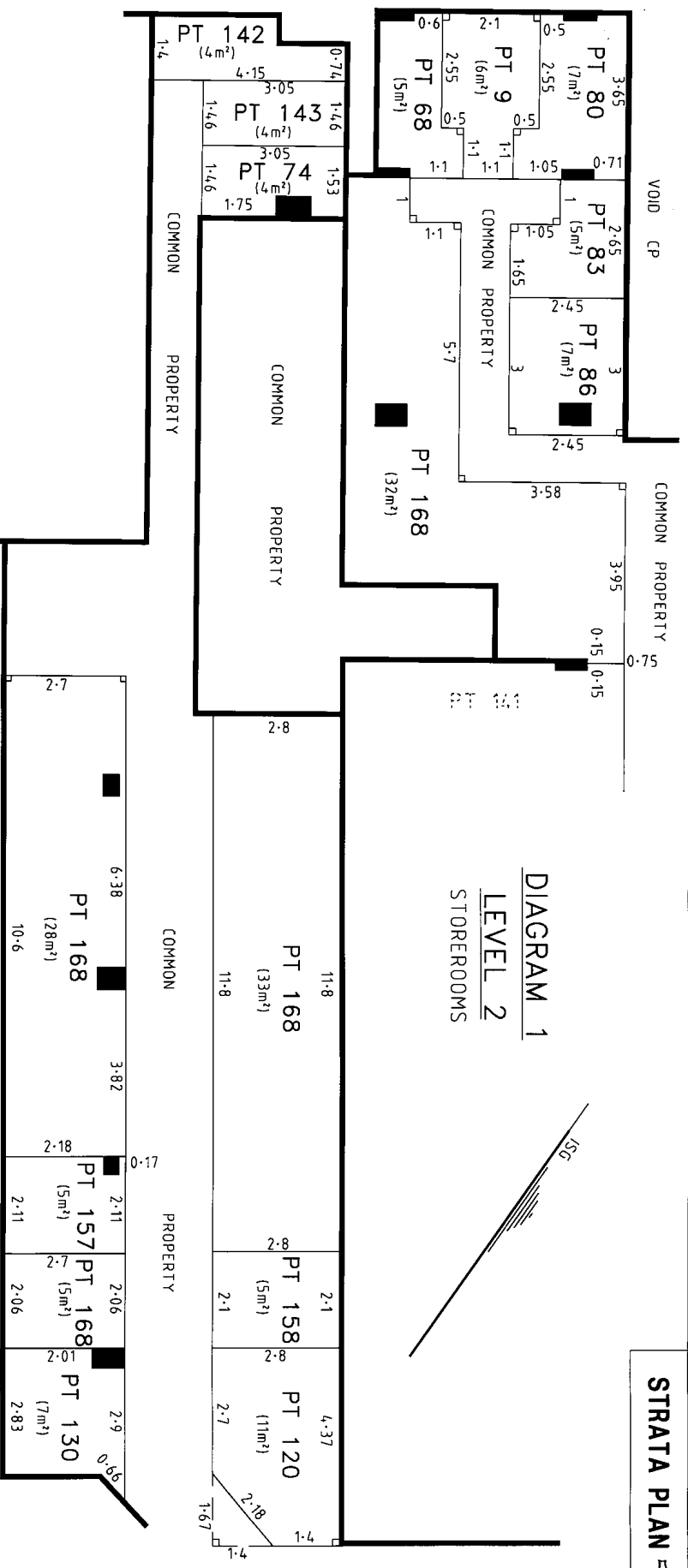


DIAGRAM 1
 LEVEL 2
 STOREROOMS

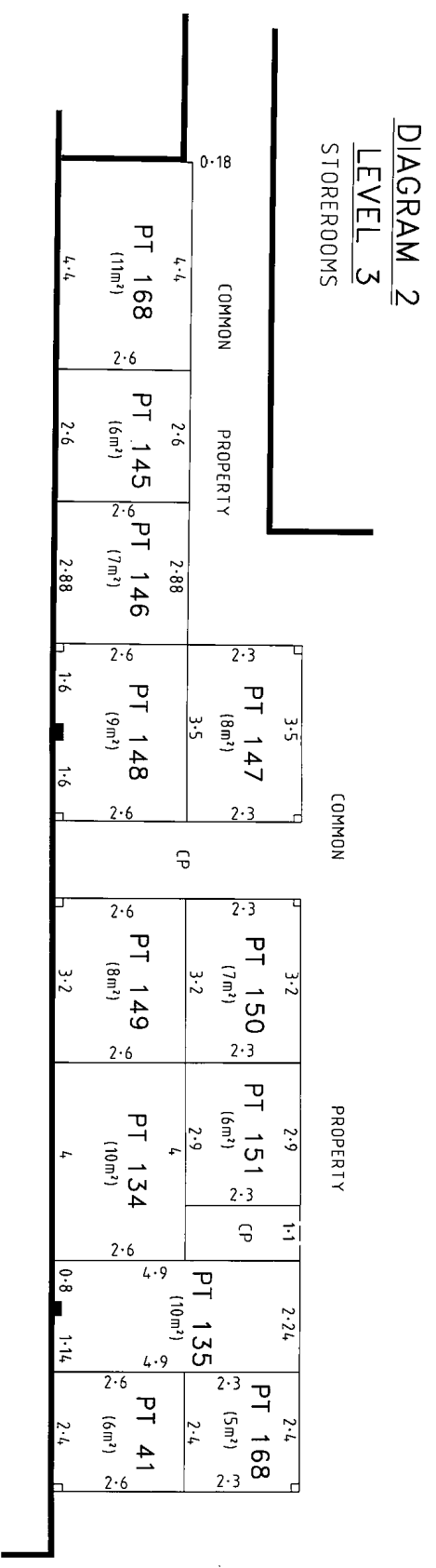


DIAGRAM 2
 LEVEL 3
 STOREROOMS

h. DENOTES 90°
 CP DENOTES COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE

Reduction Ratio 1:100

Lengths are in metres

Surveyor Registered under Surveyors Act 1929
 S.T. Land General Manager/Authorised Person
 SURVEYOR'S REFERENCE: 120388



97-11R



REQUEST

Real Property Act 1900



2254392 H

(A) **STAMP DUTY**
If applicable.

Office of State Revenue use only

(B) **TITLE**
Show no more than 20.

| | |
|--------------------------------------|--|
| Lot 2 DP 104735 Being 2/104735 | |
|--------------------------------------|--|

(C) **REGISTERED DEALING**
If applicable.

| |
|--|
| |
|--|

(D) **LODGED BY**

| L.T.O. Box | Name, Address or DX and Telephone | Dealing Code |
|------------|---|--------------|
| 1056p | Melton Apartments DX 1177 SYDNEY 264 7177 REFERENCE (max 15 characters): | |

(E) **APPLICANT**

SYDNEY CITY COUNCIL

(F) **REQUEST**

THE APPLICANT, a prescribed authority within the meaning of section 88E(1) of the Conveyancing Act 1919, imposes the following restriction on the Use of Land on the land referred to above and applies to have such Restriction recorded in the Register.

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

- (a) The car parking spaces or areas within or forming part of the building constructed pursuant to Council's Notice of Determination Application Dated 25 March 1994, No 293-00702 as may be modified other than designated visitor car parking spaces approved by Council shall be used only by a registered proprietor for the time being, tenant of such registered proprietor or occupant of a residential apartment, retail unit, or commercial suite within or forming part of the said building;
- (b) The registered proprietor for the time being, tenant of such registered proprietor or occupant of a residential apartment, retail unit or commercial suite, shall not grant or permit to be granted or enter into any agreement to grant any form of lease, licence or sub-lease of any car parking space or area or otherwise part with possession of a car parking space or area to any person other than a registered proprietor or occupier of another residential apartment, retail unit, or commercial suite within or forming part of the said building save in connection with a lease, licence or transfer of a residential apartment, retail unit or commercial suite, and then only to ensure compliance with this covenant;
- (c) In the event of any strata subdivision of the land herein the Registered Proprietor shall procure that:
 - (i) each utility lot (as defined in Section 39(1) of the Strata Titles Act 1973 (as amended) in the Strata Plan; and
 - (ii) each car parking space or area contained or referred to in the Strata Plan, not being a utility lot

shall be subject to a Restriction on User pursuant to section 39 of the Strata Titles Act 1973 (as amended) in the for set out in sub-paragraphs (a) and (b) of this covenant.

CHECKED BY (office use only)

(G)

STANDARD EXECUTION

2

254392

Certified correct for the purposes of the Real Property Act 1900.
Signed in my presence by the Applicant who is personally known to me.

DATE

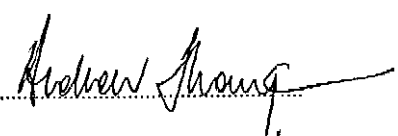
.....
Signature of Witness

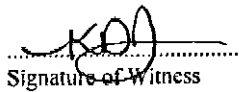
.....
Name of Witness (BLOCK LETTERS)

.....
Address of Witness

.....
Signature of Applicant

EXECUTED by SYDNEY CITY COUNCIL)
by its attorney)
ANDREW THOMPSON)
pursuant to Power of Attorney registered)
number 45 Book 4042)


.....
Andrew Thompson


.....
Signature of Witness

KIM DENISE IRVINE
.....
Print Name of Witness

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at in the State of on 19 in the presence of

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address and Qualification of Witness

.....
Signature of Applicant

Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAW:**

New South Wales
Strata Schemes Management Act
Real Property Act 1900



AM588710G

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

(A) **TORRENS TITLE**

| |
|---------------------------------------|
| For the common property CP/SP57895 |
|---------------------------------------|

(B) **LODGED BY**

| | | |
|--|--|------------------------------|
| Document Collection Box 1W | Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 413 659 677 (LPI Customer Account Number: 135632E) | CODE CH |
| | Reference: <u>BLA/471</u> | |

(C) The Owners-Strata Plan No. 57895 certify that a special resolution was passed on 26/3/2017

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

(E) Repealed by-law No. 1 - 49 & Special By-law No.11 - 20

Added by-law No. 1 - 28

Amended by-law No. _____

as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 57895 which includes new Added By-law No. 1 to 28 Starting from Page 4 of 38 respectively.

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1.

(G) The seal of The Owners-Strata Plan No. 57895 was affixed on 12th July 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *C. Clair*

Name: Christine Clair

Authority: Strata Manager

Signature: _____

Name: _____

Authority: _____



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 57895

Table of Contents

1. Noise4

2. Vehicles4

 2.1 General Obligations4

 2.2 Owners Corporation Powers.....4

 2.3 Removal of Vehicles on Common Property4

 2.4 Visitors Parking.....5

 2.5 Parking Cages.....5

 2.6 Bicycle Parking Racks6

 2.7 Parking Bollards.....6

3. Obstruction of common property7

4. Damage to lawns and plants on common property.....7

5. Damage to common property.....7

 5.1 General Obligations7

 5.2 Window Safety Devices.....8

 5.3 Building Works.....8

 5.4 Floor coverings13

 5.5 Requirements for changes to Floor Coverings13

 5.6 Alterations to Pergolas.....16

6. Behaviour of owners and occupiers.....18

 6.1 General Obligation18

 6.2 Alcohol.....18

 6.3 Smoking.....18

7. Children Playing on Common Property in Building18

8. Behaviour of Invitees18

9. Depositing rubbish and other material on common property19

10. Drying of laundry Items19

11. Cleaning windows and doors.....19

The seal of The Owners-Strata Plan No 57895 was affixed on 12th July 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature(s): *C. Clair*

Name(s) [use block letters]: Christine Clair

Authority: Strata Manager



| | | |
|------|--|----|
| 11.1 | General Obligation..... | 19 |
| 11.2 | Owners Corporation's Powers..... | 19 |
| 11.3 | Window Cleaning Program..... | 20 |
| 12. | Storage of inflammable liquids and other substances and materials..... | 20 |
| 13. | Moving furniture and other objects on or through common property..... | 20 |
| 14. | Garbage disposal..... | 21 |
| 15. | Keeping of animals..... | 21 |
| 16. | Appearance of lot..... | 23 |
| 16.1 | General Obligations..... | 23 |
| 16.2 | Clean and tidy lots..... | 23 |
| 16.3 | Appearance of balconies..... | 24 |
| 17. | Noticeboard..... | 24 |
| 18. | Change in use of lot to be notified..... | 24 |
| 18.1 | General Obligation..... | 24 |
| 18.2 | Short Term Accommodation..... | 24 |
| 19. | Service of Documents..... | 26 |
| 20. | Preservation of Fire Safety..... | 26 |
| 20.1 | General Requirements..... | 26 |
| 20.2 | Compliance with Fire Controls..... | 26 |
| 20.3 | Fire Safety Inspection..... | 26 |
| 20.4 | False Fire Alarm Fees..... | 27 |
| 21. | Security..... | 27 |
| 21.1 | Owners Corporation's Powers..... | 27 |
| 21.2 | Lot alarm system..... | 27 |
| 21.3 | Replacement of Abloy Keys, Key Fobs and similar items..... | 27 |
| 21.4 | Lift Security System..... | 27 |
| 21.5 | Owner's Security Obligations..... | 28 |
| 22. | Common Property Facilities..... | 28 |
| 22.1 | General Obligation..... | 28 |
| 22.2 | Lift..... | 28 |
| 22.3 | Pool..... | 28 |
| 22.4 | Facilities or equipment within lots..... | 28 |
| 22.5 | Provision of Amenities or Services..... | 29 |
| 22.6 | Maintenance and Replacement Program..... | 29 |
| 23. | Retail/Commercial premises..... | 29 |
| 23.1 | Use of Retail/Commercial premises..... | 29 |
| 23.2 | Commercial signage..... | 29 |
| 23.3 | Commercial lease/sale signs..... | 30 |
| 24. | Caretaker-Manager..... | 30 |
| 24.1 | Real estate agency..... | 30 |

CC

| | | |
|------|--|----|
| 24.2 | Caretaker and letting agreements | 30 |
| 24.3 | Caretaker-Manager Duties and Rights | 31 |
| 24.4 | Agency Restrictions..... | 31 |
| 25. | Interest on overdue levies | 31 |
| 26. | Exclusive use of storage area..... | 31 |
| 27. | Exclusive use of storage area..... | 31 |
| 28. | Breach of By-laws..... | 31 |
| | Schedule 1 - Annexure A to By-law 5.3 - Building Works..... | 33 |
| | Schedule 2 - Annexure B to By-law 5.3 - Building Works | 34 |
| | Schedule 3 – Annexure to By-law 13 – Moving Furniture Application..... | 36 |
| | Schedule 4 – Annexure to By-law 15 – Keeping of Animals..... | 37 |

1. Noise

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

2. Vehicles

2.1 General Obligations

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on the common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written consent of the owners corporation.
- (2) An owner or occupier of a lot must park their vehicle within the marked boundaries of their lot car parking space.

2.2 Owners Corporation Powers

In addition to any powers under the Act and Regulations, the owners corporation has the power to impose reasonable restrictions on the use of common property driveways, ramps and parking areas.

2.3 Removal of Vehicles on Common Property

- (1) The owners corporation may cause an owner or occupier's, or invitees of an owner or occupier's, vehicle parked or standing on common property to be towed from the common property and removed to a public road or impounded, if prior written consent of the owners corporation was not provided.
- (2) The owner or occupier of a lot must pay the costs and incidentals to the owners corporation and its servants and agents for having the vehicle towed and or impounded (including without limitation strata management fees and legal fees) which are recoverable by the owners corporation as a debt due by the owner or occupier.
- (3) An owner or occupier who parks a vehicle, or allows a vehicle to stand on any part of the common property without written consent of the owners corporation is taken to:
 - (a) be the person in lawful possession of the vehicle, and
 - (b) have given consent to the Owners Corporation and its servants and agents to have the vehicle towed off the common property and impounded at the cost of the owner or occupier, and

- (c) consent to this by-law being an arrangement in force in respect of the vehicle.
- (4) The owners corporation must provide written notice to an owner or occupier, in accordance with the requirements in *Regulation 34* of the *Strata Schemes Management Regulations 2016*, prior to the having their vehicle towed off the common property and impounded.
- (5) If the owner or occupier fails to reply to the notice provided by the owners corporation under clause (4) the owners corporation may cause the vehicle to be towed from the common property and removed to a public road or impounded, subject to the requirements in *section 125* of the *Strata Schemes Management Act 2015* and *Regulation 34* of the *Strata Schemes Management Regulations 2016*.

2.4 Visitors Parking

- (1) An owner or occupier of a lot must not allow for the number of invitees parking within the common property to exceed two motor or other vehicles at any one time except with the written approval of the Owners Corporation or Caretaker-Manager.
- (2) An owner or occupier of a lot and their invitees must not park or stand any motor or other vehicle on another lot.
- (3) Each owner and occupier must ensure that only a visitor parks in the car spaces designated from time to time as visitors parking and that they obey any rules made in relation to visitors parking.
- (4) The owners corporation may put up signage on or near designated car parking spaces for visitors imposing time limits for visitors of the strata scheme.
- (5) A visitor must not use a visitor car space more than the time limit provided by the local authority or failing such limitation, as specified by the owners corporation.
- (6) Where a visitor of an owner or occupier of a lot does not abide by the time limits imposed, the owner or occupier is in breach of this by-law.

2.5 Parking Cages

The owner or occupier of a lot must:-

- (a) Only use their car space for parking of a vehicle. The car space, whether enclosed or not, must not be used for storage of personal items;
- (b) Obtain permission from the Owners Corporation by its Strata Committee to enclose their car space, with the design / style of enclosure being of uniform type and standard approved in writing.
- (c) Maintain in a state of good and serviceable repair any structure enclosing the car space forming part of their lot or installed within the lot, or any part of it, including its ancillary mechanisms and additions of the enclosure;
- (d) Renew or replace the enclosure whenever necessary under a direction given by the Strata Committee on behalf of the Owners Corporation;
- (e) Indemnify the Owners Corporation and the Strata Committee against any liability or expense caused or contributed to the installation, maintenance, or use of the enclosure including any damage caused to the enclosure by the Owners Corporation, by its Strata Committee in undertaking any work referred to in section 106 and 122 of the *Strata Schemes Management Act 2015* or in exercising the power of entry conferred by section 122;
- (f) Comply, at their own expense, with any requirement of the City of Sydney Council or any other authority relating to the enclosures, whether the requirement is addressed to the owners, occupier or the Owners Corporation, including a requirement to remove the enclosure.

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2.6 Bicycle Parking Racks

An Owner of a car space lot shall be entitled to install in that lot a bicycle parking rack on the following conditions:

- (a) Approval of the Owners Corporation is to be obtained prior to installation of the type and style of bicycle parking rack;
- (b) The bicycle parking rack shall be installed in a proper and workman like manner and in accordance with any directions given by the Owners Corporation;
- (c) The Owner of the lot shall be responsible for maintaining the bicycle rack and keeping in a state of good and serviceable repair;
- (d) The Owners Corporation may determine the type and style of bicycle parking rack to be installed in any car space lot;
- (e) If the Lot Owner no longer requires a bicycle parking rack the same may be removed but the Lot Owner must repair the common property as nearly as possible to its original condition.
- (f) The Owner must indemnify the Owners Corporation against any liability or expense arising out of the works, including liability under Section 122(6) of the *Strata Schemes Management Act 2015 NSW* for any damage to the improvements installed in the course of the works.

2.7 Parking Bollards

(1) The Owners Corporation, in addition to the powers and authorities conferred or imposed upon it by or under the Strata Schemes Management Act 2015 (NSW) and the by-laws applying to the strata scheme (and without limiting the generality of the following) shall have the power and authority to undertake and effect the following:

- (a) To install parking bollards to the lots designated under the registered Strata Plan 57895 as visitor parking;
 - (b) To make any modifications to any parts of the common property as may be necessary as a consequence of the exercise of the aforesaid power;
 - (c) To maintain, repair, renew and replace the items referred to in paragraph (1) and (2) above;
 - (d) To charge a deposit, as determined by the Strata Committee of the Owners Corporation for the issue of keys to the owner or occupier for the operation of the parking bollards; and
 - (e) To ensure that an owner or occupier does not retain a visitor parking bollard key for any longer than 24 hours without the consent of the Caretaker.
- (2) An Owner of a car space be entitled to install in that lot a bollard to prevent the lot from being used by any other person on the following conditions;
- (a) Approval of the Owners Corporation is to be obtained prior to the installation of the type and style of bollard;
 - (b) The bollard shall be installed in a proper and workman like manner and in accordance with any directions given by the Owners Corporation;
 - (c) The Owner of the lot shall be responsible for maintaining the bollard and keeping it in a state of good and serviceable repair;

- (d) The Owners Corporation may determine the type and style of bollard to be installed in any car space lot;
- (e) If the Lot Owner no longer requires a bollard the same may be removed but the Lot Owner must repair the common property as nearly as possible to its original condition.
- (f) The Owner must indemnify the Owners Corporation against any liability or expense arising out of the works, including liability under Section 122(6) of the *Strata Schemes Management Act 2015* NSW for any damage to the improvements installed in the course of the works.

3. **Obstruction of common property**

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

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

An owner or occupier of a lot must not:

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

5. **Damage to common property**

5.1 **General Obligations**

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

Note : This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015* and Bylaws as applicable.

- (2) An approval given by the owners corporation under **clause (1)** cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) An owner or occupier must ensure that any such locking or safety device, screen, other device or structure is compliant with heritage requirements and any other statutory requirements applicable to the strata scheme and must ensure that any such locking or safety device, screen, other device or structure installed do not affect the operation of fire safety devices in the scheme or reduce the level of safety in the scheme.
- (6) Despite **section 106** of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in **clause (3)** that forms part of the common property and that services the lot.

5.2 Window Safety Devices

- (1) Notwithstanding **By-law 5.1 (3) (c)** of this by-law, the owners corporation shall install, at its cost, Window Safety Devices to prescribed windows within the strata scheme.
- (2) Subject to reasonable notice, the owner of a lot, must provide access to the owners corporation's servants, agents and contractors to allow for the installation of the Window Safety Devices within a lot.
- (3) Where the occupier of the lot is not the owner, the owner who does not occupy the lot, must arrange access to the lot to be provided to the owners corporation's servants, agents and contractors.
- (4) An owner or occupier must not obstruct or hinder the owners corporation in the exercise of its functions under this by-law.
- (5) An owner or occupier must not remove, interfere with or damage a Window Safety Device.
- (6) An owner or occupier of a lot must ensure that any Window Safety Device installed by the owners corporation in their lot are engaged in the lock position prior to any child under the age of sixteen entering the lot and must ensure the Window Safety Device remains in the lock position while any child is within the lot.
- (7) An owner (or if the property is let to tenants the owner's real estate or letting agent) or occupier must notify the owners corporation in writing immediately if a Window Safety Device has been removed, damaged, tampered with or is inoperable.
- (8) If a Window Safety Device is damaged or removed by an owner or occupier or their invitees then the owner and occupier of the lot will be jointly and severally liable for the costs of repairing or replacing the Window Safety Device and shall indemnify the owners corporation from any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to any person or property arising from the owner or occupier or their invitees' damage or removal of the Window Safety Device.
- (9) The Owners Corporation reserves the right to repair or replace the Window Safety Device damaged or removed by an owner or occupier or their invitees, or recover any costs, charges, penalties or fees (including, but not limited to, administration fees) incurred by the owners corporation for the owners or occupier's failure to discharge their obligations under this by-law, and may recover any costs, charges, penalties or fees from the owner as a debt due to the owners corporation on demand with interest at the rate of 10% per annum until the debt is paid.

(10) In this by-law:

"Window Safety Device(s)" means a screen, lock or any other complying window safety device installed by the owners corporation as required by the Act and the Regulation.

5.3 Building Works

5.3.1 Purpose of By-law

- (1) This by-law is made for purposes of managing, regulating and controlling the carrying out of Building Works within an Owner's lot which affects, impacts, enhances, improves and / or adds value to the Owner's lot and/or the common property, and affects the common property and/or impact on an Owner or occupier of a lot.
- (2) This by-law puts an Owner on notice as to how Building Works should be performed within a lot and the common property.

- (3) This by-law distinguishes between different types of Building Works, namely Cosmetic Works, Minor Renovations and Structural Building Works that have an impact on the common property of the scheme.

5.3.2 Request made to carry out Building Works constitutes consent to conditions of by-law

The Owner upon making a request to carry out Building Works on and in their lot, and on so much of the common property as is necessary, consents to terms and conditions imposed under this by-law.

5.3.3 Retrospective application for unauthorised Building Works

Where any Building Works were undertaken by an Owner before this by-law was made, and no by-law has been made in respect of the Building Works undertaken, then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Building Works.

5.3.4 Building Works authorised under this by-law do not confer special privileges or rights to common property

- (1) The Building Works covered under this by-law require the written consent as specified under this by-law, and does not confer special privileges to keep the Building Works on the common property, nor does it confer any rights to exclusive use of the common property.
- (2) The Owners Corporation may at any time request the removal of an item installed under this by-law (at the Owner's expense) should the Owner not meet the conditions of this by-law, or should the Owners Corporation require use or access to the common property affected by the item installed under this by-law.

5.3.5 The Application Process

5.3.5.1 Cosmetic Works

- (1) Where an Owner of a lot intends to carry out Cosmetic Works, no notice need be given to the Owners Corporation and no consent is required.
- (2) Any Cosmetic Works undertaken by an Owner shall be the Owner's responsibility and the Owner must repair and maintain the Cosmetic Works undertaken as required from time to time.

5.3.5.2 Minor Renovations

- (1) Where an Owner intends to carry out Minor Renovations within a lot, the Owner must obtain the prior written approval of the strata committee of the Owners Corporation.
- (2) The Owner must submit an application in writing to both the strata managing agent and the Secretary of the strata committee of the Owners Corporation.
- (3) The application must be made in accordance with **Annexure A in Schedule 1** to these By-laws "**Application To Perform Building Works**" prior to such Minor Renovations being approved by the strata committee of the Owners Corporation (excluding Cosmetic Works which require no notification and no consent).
- (4) The strata committee must within 30 days from receipt of the application approve or reject the application of the Owner.
- (5) Where the strata committee rejects the application, it must provide reasons to the Owner in writing.
- (6) If the strata committee does not respond to the application within 30 days, approval is deemed to be granted pursuant to the conditions in this by-law

- (7) The strata committee may request clarification, further information and/or certification in respect of any Minor Renovations proposed by an Owner under this by-law, and an Owner must provide such information, clarification and/or certification prior to obtaining approval.
- (8) An Owner must not commence any Minor Renovations on their lot or the common property until such information, clarification and/or certification (as may be required by the strata committee of the Owners Corporation) is provided and approved.

5.3.5.3 Structural Building Works and Building Works that require any local or statutory authority consent

- (1) Where an Owner intends to carry out Structural Building Works within a lot, or where any Building Works require the written approval from a relevant consent authority under the *Environmental Planning and Assessment Act 1979* and / or any other relevant statutory authority whose requirements apply to performance of the Building Works, a Common Property Rights By-law for Lot Building Works must be passed at general meeting of the Owners Corporation pursuant the Act (or any subsequent legislation) and must be registered on the common property Certificate of Title of the Owners Corporation.
- (2) The Owner must also submit an application in accordance with Annexure A in Schedule 1 to these by-laws, along with the proposed Common Property Rights By-law for Lot Building Works for approval of the Owners Corporation.
- (3) If an architect or other design consultant is involved, then the nature and scope of the Building Works will be readily ascertainable from the drawings prepared by that person. A copy of any drawings may be annexed to and form part of the Common Property Rights By-law for Lot Building Works.
- (4) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of any Common Property Rights By-law for Lot Building Works.
- (5) The Owners Corporation may refuse to execute any document relating to the registration of this by-law or local authority development application documents until such time as the Owner pays those costs.

5.3.6 Building Works Items List

- (1) The Owners Corporation is empowered to create and implement a “**Building Works Items List**” as outlined in Annexure B in Schedule 2 to these by-laws, which categorises the different types of Building Works as described in this by-law, which will be authorised pursuant to the conditions in this by-law.
- (2) The strata committee of the Owners Corporation may amend this Building Works Items List from time to time by ordinary resolution.

5.3.7 Lot Register of Building Works

A “**Lot Register of Building Works**” shall be kept by the strata managing agent and an Owner of a lot is responsible to ensure that the strata managing agent is notified of all Building Works undertaken on a lot and that all Building Works be included and updated on the Lot Register.

5.3.8 Conditions Applicable to all Minor Renovations or Structural Building Works

5.3.8.1 Hours of Works

The Owner must perform the Building Works as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

5.3.8.2 Compliance with Codes

- (1) The Owner when performing the Building Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for

compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

- (2) The Owner when performing the Building Works must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Building Works are undertaken.

5.3.8.3 Payment of Bond

- (1) The Owner shall, prior to commencement of the Building Works, pay a bond amount as may be determined by the strata committee of the Owners Corporation from time to time.
- (2) The bond amount shall be determined in accordance with the scope of works and cost of works to be undertaken by the Owner.
- (3) The bond may be used by the Owners Corporation for the purpose of remedying for its benefit, or the benefit of an owner or occupier of another lot in the strata scheme, a breach on the part of the Owner performing or having performed the Building Works under this by-law. The Owners Corporation may do so without prejudice to any other right that may arise by reason of the breach.
- (4) The Owners Corporation may deduct from the bond any of the following –
 - a. A non-refundable portion of \$200 toward wear and tear of common property.
 - b. The cost of rectifying any damage to the common property or the Owners Corporation's personal property caused by the Building Works.
 - c. The cost of cleaning the common property, if the Owner fails to do so to the reasonable satisfaction of the Owners Corporation.
- (5) The Owners Corporation must pay any residue of the bond to the Owner within 14 days of notification of completion of the Building Works.

5.3.9 General Conditions

- (1) The Owner must ensure that duly licensed and insured contractors complete the Building Works in a proper and workmanlike manner.
- (2) The Owner must ensure that any party engaged to carry out the Building Works is briefed on requirements as detailed in this by-law.
- (3) Prior to commencing the Building Works, the Owner must provide the Owners Corporation with the estimated duration of the Building Works.
- (4) Building Works must be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
- (5) The Owner must keep all areas of the building outside their lot clean and tidy throughout the performance of the Building Works.
- (6) The Owner must ensure that no building materials are stored on common property without the permission of the Owners Corporation.
- (7) The Owner must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- (8) Work inside the lot must only occur when the door between the lot and the common property is completely closed.
- (9) The Owner must ensure that the corridor serving the lot is protected from dust, noise and damage for the duration of the Building Works.
- (10) The Owner must ensure that any carpeted area is protected by the use of floor protection and kept clean during any Building Works.

- (1) The Owner must repair promptly any damage caused or contributed to by Building Works, including damage to the property of the Owners Corporation and the property of the Owner or occupier of another lot in the strata scheme.

5.3.10 Owner's Enduring Obligations

5.3.10.1 Maintenance and Repair

- (1) Where an Owner undertakes any Building Works under this by-law, the Owner of a lot must, at the Owner's cost, properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works (or any part of them) as required from time to time.
- (2) If the Owner removes the Building Works or any part of the Building Works undertaken under this by-law, the Owner must, at the Owner's own cost, restore and reinstate the common property to its original condition.

5.3.10.2 Liability and Indemnity

- (1) Where an Owner undertakes any Building Works under this by-law, the Owner indemnifies the Owners Corporation against:
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Building Works;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Building Works;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Building Works; and
 - (d) liability under *section 122 (6) of the Strata Schemes Management Act 2015* in respect of repair of the common property attached to the Building Works.
- (2) To the extent that *section 106 (3) of the Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Building Works performed under this by-law.

5.3.11 Repair of Damage

- (1) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Building Works no matter when such damage may become evident.
- (2) Any loss and damage suffered by the Owners Corporation as a result of making and using the Building Works, including failure to maintain, renew, replace or repair the Building Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand.

5.3.12 Breach of By-law

The Owners Corporation reserves the right to replace or rectify the Building Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

5.3.13 Defined Terms and Interpretation

- (1) "Building Works" means the Cosmetic Works, Minor Renovations and / or Structural Building Works undertaken on a lot and that have an impact on the common property of the scheme.

- (2) “**Cosmetic Works**” means aesthetic works as defined in section 109 of the *Strata Schemes Management Act 2015* and as specified in the Building Works Items List annexed to this by-law.
- (3) “**Minor Renovations**” means work items as defined in section 110 of the *Strata Schemes Management Act 2015*, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and as specified in the Building Works Items List annexed to this by-law.
- (4) “**Owner**” means any owner or owners of a lot from time to time on the strata plan and include any subsequent or future owner or owners of a lot within the scheme.
- (5) “**Structural Building Works**” means works that involve structural changes, work that changes the external appearance of a lot, work involving waterproofing, work for which consent or another approval is required under any other Act, and as specified in the Building Works Items List annexed to this by-law.
- (6) In this by-law, unless the context otherwise requires:
 - (a) headings do not affect the interpretation of this by-law;
 - (b) words importing the singular include the plural and visa versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (7) This by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.

5.4 Floor coverings

5.4.1 General Obligation

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or any other area tiled at the time of the registration of the strata plan.
- (3) This By-law works in conjunction and is subject to the Building Works By-law on the scheme.

5.5 Requirements for changes to Floor Coverings

5.5.1 Request made to change the Floor Covering on the lot

The Owner upon making a request to change the Floor Covering on and in their lot, and on so much of the common property as is necessary, consents to terms and conditions imposed under this by-law.

5.5.2 Floor Covering Performance

The Owner must ensure that the Floor Covering comply with the *minimum impact sound insulation performance rating of five (5) stars* (“5 Star Rating”) and any other standards as required by the Owners Corporation current at the time of the application to change the Floor Covering is made by the Owner.

5.5.3 No privileges or rights to common property

- (1) The authorisation to change to the Floor Covering is subject to the written consent of the Owners Corporation as specified under this by-law, and this by-law does not confer special privileges to keep the Floor Covering on the common property, nor does it confer any rights to exclusive use of the common property.
- (2) The Owners Corporation may at any time request the removal of the Floor Covering (at the Owner's expense) should the Owner not meet the conditions of this by-law, or should the Owners Corporation require use or access to the common property affected by the change to the Floor Covering.

5.5.4 Before change to the Floor Covering

- (1) The Owner must obtain the prior written approval to change the Floor Covering on their lot from the Strata Committee of the Owners Corporation.
- (2) An Application relating to the change to the Floor Covering must be submitted by the Owner, to the Strata Committee of the Owners Corporation, prior to obtaining written approval, with the following details:
 - (a) specifications of the Floor Covering, and location to be installed on the lot;
 - (b) specifications that the Floor Covering and noise transmission specifications of acoustic underlay meet the 5 Star Rating performance required;
 - (c) details of the contractor performing the change to the Floor Covering;
 - (d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged to change the Floor Covering 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; and
 - (e) any other documents reasonably required by the Owners Corporation.
- (3) The Owners Corporation via the strata committee must within 30 days from receipt of the Application, with information provided as required in 5.5.4 (2) above, approve or reject the application of the Owner.
- (4) The strata committee is empowered to create and adopt protocols for approval of Applications for changes to Floor Covering.
- (5) Where the Owners Corporation rejects the Application, it must provide reasons to the Owner in writing.
- (6) If the Owners Corporation does not respond to the Application within 30 days, approval is deemed to be granted pursuant to the conditions in this by-law.

5.5.5 Installing the Floor Covering

- (1) When installing the Floor Covering, the Owner must:
 - (a) comply with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Floor Covering is installed.
 - (b) ensure that the Floor Covering is installed in accordance with the specifications approved by the Owners Corporation.
 - (c) ensure that duly licensed and insured contractors install the Floor Covering in a proper and workmanlike manner.

- (d) ensure the Floor Covering is installed in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
- (e) keep all areas of the building outside their lot clean and tidy throughout the installation of the Floor Covering.
- (f) must only install the Floor Covering at times approved by the Owners Corporation or as prescribed by the local authority.
- (g) repair promptly any damage caused or contributed to by installation of the Floor Covering, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.

5.5.6 After Installation of the Floor Covering

- (1) The Owner must notify the Owners Corporation that:
 - (a) the installation of the Floor Covering has been completed; and
 - (b) all damage, if any, to the lot and common property caused by the installation of the Floor Covering has been rectified.
- (2) The Owner must deliver to the Owners Corporation the following documents relating to the change of the Floor Covering:
 - (a) certification by an acoustic consultant that the Floor Covering meets the minimum impact sound insulation performance rating of five (5) stars; and
 - (b) any other document reasonably required by the Owners Corporation.

5.5.7 Owner's Enduring Obligations

- (1) The Owner must, at the Owner's expense, properly maintain the Floor Covering and keep it in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Floor Covering.
- (2) If the Owner removes the Floor Covering or any part of the Floor Covering installed under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.
- (3) The Owner indemnifies the Owners Corporation against –
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Floor Covering installed;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Floor Covering installed; and
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Floor Covering installed.
- (4) To the extent that section 106(3) of the Act is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Floor Covering installed under this by-law.
- (5) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Floor Covering installed no matter when such damage may become evident.
- (6) Any loss and damage suffered by the Owners Corporation as a result of installing and using the Floor Covering, including failure to maintain, renew, replace or repair the Floor Covering

installed as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

5.5.8 Owners Corporation Powers

- (1) The Owners Corporation reserves the right to take action against an Owner to replace the Floor Covering or remove and reinstate the original floor covering if –
 - (a) the Owner fails to meet the performance specifications as required under 5.5.2 and fails to provide documents as required under 5.5.6 (2) of this by-law; and
 - (b) the Owner breaches any of the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach; and / or
 - (c) another Owner or Occupier is successful in any claim about noise transmission from the lot as a result of the installation of the Floor Covering.

5.6 Alterations to Pergolas

A. Definitions

a) In this by-law the following terms are defined to mean:

“Works” means the alterations and additions (including all ancillary structures) undertaken by an Owner to add a roof to that Owner’s existing pergola structure.

“Owner” means the owner(s) for the time being of a lot on Level 9 and/or Level 8 which has a pergola on its outside terrace.

ii) Where any terms used in this by-law are defined in the *Strata Schemes Management Act 2015*, they will have the same meaning as those words are attributed under the 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 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

i) Maintenance

- a) The Owner must properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair.
- b) The Owner 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

ii) Style and Specifications

- a) The Owner must only install the Works as defined in the style, type, specifications, materials and colour approved as by the Strata Committee from time to time.

iii) Documentation

- a) Before commencing the Works the Owners must submit to the Owners Corporation the following documents relating to the Works:

- plans and drawings
- specifications
- structural diagrams
- copies of insurances effected; and
- any other document reasonably required by the Owners Corporation.

iv) Approvals

- a) Before commencing the Works the owners must obtain approval for the performance of the Works from:

- The Owners Corporation
- Sydney City Council
- The relevant consent authority under the Environmental Planning and Assessment Act; and
- Any other relevant statutory authority whose requirements apply to the Works.

v) Insurance

- a) Before commencing the Works the Owner must effect the following insurances in the joint names of the Owner and the Owners Corporation;
 - Contractors all work insurance

- Insurance required under the Home Building Act 1989;
- Workers compensation insurance; and
- b) Public liability insurance in the amount of \$20,000,000 in respect of the Works and the Owners Corporation is noted on such policy as an addition insured and such policy remains in force during the period that the lot is owned by the particular Owner. The Owner shall be required to provide the Owners Corporation with a copy of such current public liability policy from time to time and shall indemnify the Owners Corporation against any liability for injury to a third party to the extent that the same has been caused by the existence of the Works.

vi) Performance of Works

In performing the Works, the Owner must:

- i) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
- ii) protect areas of the strata schemes outside their lot from damage by the Works or by the transportation of construction materials, equipment and debris in a manner reasonably acceptable to the Owners Corporation;
- iii) keep all areas of the building outside their lot clean and tidy through the performance of the Works;
- iv) only perform the Works at the times approved by the Owners Corporation;
- v) not create noise that could cause discomfort, disturbance or interference with the activities of any other occupier of the building;
- vi) remove all debris resulting from the works immediately from the building; and
- vii) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority requirements concerning performance of the Works; and
- viii) ensure that the Works are effected strictly in accordance with the previously obtained approvals referred to in clause C (iv)

vii) Liability

- a) 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 Works to the common property and will make good that damage immediately after it has occurred.

viii) Indemnity

- a) The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of obtaining approvals to carry out the Works, the erection of the Works, the performance, maintenance or replacement of the Works on the common property including liability under section 65(6) in respect of any property of the Owner.

ix) Licensed Contractor

- a) The Works shall be done:
in a proper and workmanlike manner and by duly licensed contractors;
in accordance with the drawings and specifications approved by Sydney City Council and the Owners Corporation.

x) Statutory Declaration

- a) In performing the 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 Owner's servants, agents and contractors.

xi) Owner's Fixtures

- a) The Works shall remain the Owner's fixtures

xii) Sale of parcel

- a) Ownership of the Works [(xi)] and the requirements of the owner under this by-law are to be noted in the documentation required for the sale of the parcel to a new Owner.

xiii) Right to Remedy Default

- a) If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
carry out all work necessary to perform that obligation;
enter upon any part of the parcel to carry out that work;
recover the costs of carrying out that work from the Owner; and
include reference to the debt on levy notices and any other levy reports or information.
- b) Any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 (one) month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 (ten) per cent, or if the regulations provide for another rate, that other rate and the interest will from part of that debt.

C.C

6. Behaviour of owners and occupiers

6.1 General Obligation

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

6.2 Alcohol

An owner or occupier of a lot must not consume alcohol on common property except with the written approval of the Owners Corporation or Caretaker-Manager.

6.3 Smoking

An Owner or Occupier of a lot must not;

- (1) Smoke on the common property or around the entrances;
- (2) Deposit any smoking litter including cigarettes, matches, ash or litter on the common property, or around the entrances;
- (3) Throw or discard cigarette butts, matches, ash or litter from balconies or windows;
- (4) Permit cigarette smoke to escape from the Lot into another Lot such that it is likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the common property.

7. Children Playing on Common Property in Building

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) Adult supervision is required in the garden and BBQ area, and play should be passive in nature (i.e. no ball games or sports matches), and must not affect or interrupt the use and enjoyment of any other owners, occupiers and their invitees.
- (3) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is the car parking area, gymnasium or other area of possible danger or hazard to children.

8. Behaviour of Invitees

- (1) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.
- (2) An owner or occupier of a lot shall take all reasonable steps and do all within his power to ensure that his invitees and/or licensees do not:
 - (a) carry out or do any act or matter or thing which, under these by-laws, an owner or occupier of a lot is prohibited or forbidden from doing, or
 - (b) behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property, or
 - (c) do or omit to do any matter or thing which would cause offence or embarrassment to the owner or occupier of any lot or to any person lawfully using common property or which

P-C

would be likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using the common property, or

- (d) consume alcohol on common property except with the written approval of the Owners Corporation or Caretaker-Manager, or
- (e) smoke on the common property or around the entrances, or
- (f) deposit any smoking litter including cigarettes, matches, ash or litter on the common property or around the entrances, or
- (g) throw or discard cigarette butts, matches, ash or litter from balconies or windows, or
- (h) permit cigarette smoke to escape from the Lot into another Lot such that it is likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the common property.

9. Depositing rubbish and other material on common property

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.
- (2) The owners corporation is empowered to follow the directions provided in the Act or Regulations in respect of disposal of abandoned goods.
- (3) Where the owners corporation can provide evidence, that the abandoned goods belonged to a lot owner or a tenant of an owner of a lot, the owner of a lot must pay the costs incidental to the owners corporation and its servants and agents for having any abandoned goods removed and disposed of (including without limitation strata management fees and legal fees) which are recoverable by the owners corporation as a debt due by the owner of the lot.

10. Drying of laundry Items

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

11. Cleaning windows and doors

11.1 General Obligation

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

11.2 Owners Corporation's Powers

The Owners Corporation, in addition to the powers and authorities conferred or imposed upon it by or under the *Strata Schemes Management Act 2015 (NSW)* and the by-laws applying to the Strata Scheme (and without limiting the generality of the following), shall have the power and authority to undertake and effect the following:

- (a) To have attachments installed to common property to secure a moving stage for the purpose of cleaning windows;
- (b) To make any modifications to any parts of the common property as may be necessary for those installations;
- (c) To maintain, repair, renew and replace those installations as required.

C.C

11.3 Window Cleaning Program

Notwithstanding **By-law 11.1** above, the Owners Corporation by its Strata Committee shall have the power and the duty to clean any windows and window-frames in the building according to a cleaning program established by the Strata Committee which shall be at least one occasion in every period of twelve (12) months, in addition to the duties imposed upon it by the *Strata Schemes Management Act 2015 (NSW)* and these By-laws.

12. Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or the material in a fuel tank of a motor vehicle or internal combustion engine.

13. Moving furniture and other objects on or through common property

13.1 Moving Furniture and Large Objects

- (1) The owner or occupier of a lot must provide at least 48 hours notice to the strata committee or Strata Manager when transporting any furniture, large objects or deliveries to and from their lot through or on the common property.
- (2) The owner or occupier of a lot must lodge an application with the Strata Manager of the Owners Corporation prior to transporting any furniture, large objects or deliveries to and from the lot through or on the common property, and the application is to be made on the Application Form as specified in **Schedule 3** to these By-law.
- (3) The Owners Corporation reserves the right to resolve that furniture, large objects or deliveries to and from the lot are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (4) An owner or occupier must not arrange for the parking of any removal vans or other vehicles on the common property without the approval of the strata committee of the Owners Corporation.
- (5) An owner or occupier must obtain the strata committee's written consent if moving between 7am and 9am or after 5pm.
- (6) An owner or occupier when using the lift must arrange for the installation of lift covers provided by Owners Corporation, prior to transporting any furniture, other large objects or deliveries to or from the lot or on common property within the building.

13.2 Moving In and Out

- (1) The owner or occupier of a lot must provide at least five (5) days notice to the Strata Manager in respect of moving into or out of the Strata Scheme, and must ensure that all relevant consents are provided by the Owners Corporation.
- (2) The owner or occupier of a lot must lodge an application with the Strata Manager of the Owners Corporation when moving into or out of the Strata Scheme, and the application is to be made on the Application Form as specified in **Schedule 3** to these By-law.
- (3) The owner or occupier prior to moving into or out of the Strata Scheme must contact the nominated member of the strata committee and confirm date and time of the move.

C.C

- (4) Any outgoing owner or occupier or incoming owner or occupier (including their removalists or other assistants), must not ship any items through the main lobby area, unless the Owners Corporation has given express consent.
- (5) Any outgoing owner or occupier or incoming owner or occupier (including their removalists or other assistants), must arrange for the installation of lift covers provided by Owners Corporation prior to transporting any items through the lifts, from and to their lot, and the common property.

13.3 Payment of a Bond

- (1) The Owners Corporation may require the owner to pay a bond, as determined by the Owners Corporation from time to time, prior to transporting any furniture, large objects or deliveries to and from the lot through or on the common property or prior to moving into the Strata Scheme or moving out of the Strata Scheme.
- (2) The bond may be used by the Owners Corporation for the purpose of remedying for its benefit, or the benefit of an owner or occupier of another lot in the Strata Scheme, a breach on the part of the owner or occupier under the By-laws. The Owners Corporation may do so without prejudice to any other right that may arise by reason of the breach.
- (3) The owner shall be responsible for any further costs, not covered by the bond, in respect of damage or loss caused by the owner or their tenant to the common property of the Owners Corporation.

14. Garbage disposal

An owner or occupier of a lot:

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

15. Keeping of animals

- (1) No owner or occupier of a lot may keep any animal on a lot or on the common property without the consent of the Strata Committee given in accordance with this by-law provided however that this by-law shall not apply to goldfish or other similar fish in an indoor aquarium.
- (2) Notwithstanding anything elsewhere provided in this By-law, no dog may be kept on a lot or the common property other than a dog duly trained or registered as an "assistant animal" as defined in *section 9* of the *Disability Discrimination Act 1992* of the Commonwealth for which consent has been given by the Strata Committee in accordance with this By-law.

- (3) An Owner or Occupier is required to submit a written request for approval for each animal kept on their Lot through the Strata Manager to the Secretary of the Strata Committee before bringing any animal (other than a goldfish or other similar fish in an indoor aquarium) into the Strata Scheme.
- (4) If the applicant is a tenant, written proof of the Owner's willingness to allow the animal(s) in the Lot must be included in the written request for approval.
- (5) The written request for approval must be made in accordance with **Schedule 4 – Pet Application Form**.
- (6) Where the application for consent concerns an assistance dog then the application must, in addition to the material prescribed in the **Schedule 4 – Pet Application Form**, also contain the following:
 - (a) Where the dog has been registered as an assistance animal;
 - (b) Reasonable proof that the dog has been trained by one of the recognised training organisations as an “assistant animal”; and
 - (c) Details of the person for whose benefit the assistance dog is required.
- (7) The Strata Committee will refuse to grant approval for an animal to be kept in the Strata Scheme if:
 - (a) The animal is not a common household pet;
 - (b) the nature of the animal is such as to raise the possibility that the animal might affect the amenity of Dalgety Square or be likely to cause inconvenience to the residents of Dalgety Square.
 - (c) If the applicant refuses or fails to provide all the information requested in the **Schedule 4 – Pet Application Form**; and / or
 - (d) If the applicant fails to sign the **Schedule 4 – Pet Application Form**.
- (8) The Strata Committee shall have full discretion as to whether an application for consent should be accepted and is empowered to create and adopt protocols for the approval process.
- (9) Where the Strata Committee has given consent pursuant to **clause (6)** for a dog to be kept at Dalgety Square as an assistance animal then such consent shall be a period of not more than two years from the date of granting such consent, following which the consent will lapse. The owner of the subject dog may after a lapsing of such consent make an application to the Strata Committee for an extension of consent for a further term of two years.
- (10) The Strata Committee may grant consent to keeping an animal at Dalgety Square but subject to such conditions it may consider appropriate.
- (11) Notwithstanding any consent given for the keeping of an animal, the Strata Committee shall have the right at any time to cancel that consent and order that the animal be removed if:
 - (a) the animal becomes offensive, vicious, aggressive, noisy, a nuisance or a threat to the health or safety of other occupiers of Dalgety Square;
 - (b) the owner of the animal does not comply with the terms of the consent given to have the animal at Dalgety Square; and
 - (c) if the owner of the animal does not comply otherwise with the obligations imposed by this by-law.

- (12) Before ordering the removal of an animal, pursuant to clause (11)(a) the Strata Committee may require evidence of repeated and substantiated complaints by neighbours or other lot owners regarding the animal to show that it is causing a nuisance or a hazard to other owners or occupiers, or that it is unreasonably interfering with the use and enjoyment of other lots or of the common property.
- (13) When a decision is made by the Strata Committee cancelling consent in respect of an animal and ordering its removal, then notice of that decision in writing must be given to the owners and (if applicable) to the tenant.
- (14) If an owner believes that a decision to cancel consent in respect of an animal and to order its removal is wrongly based, the owner shall have the right to request mediation with the Strata Committee to discuss its decision before making any application to the Tribunal in accordance with the law.
- (15) Any person who has obtained consent from the Strata Committee to maintain an animal at Dalgety Square shall ensure compliance with the following:
- (a) the animal must stay within the confines of the person's lot, except when entering or exiting Dalgety Square and in particular that the animal does not wander onto another lot or common property;
 - (b) the person must ensure that the animal is appropriately and effectively restrained, and under the control of a responsible individual while on common property. The animal should be clearly under the control of the individual through a harness, leash or carrier;
 - (c) the person must ensure that the animal does not soil any part of the common property and that if the animal does defecate on common property that the person should immediately remove the same;
 - (d) the person must not leave the animal unattended for more than 24 hours. If an absence or longer period is reasonably to be expected, the owner should arrange for someone to check in on the animal or care for it as necessary; and
 - (e) the owner shall be responsible for any harm or damage caused by the animal.
- (16) No owner or tenant shall permit that owner's or tenant's invitees to bring animals onto Dalgety Square unless the animals are assistance animals duly trained or registered as an "assistance animal" as defined in *section 9* of the *Disability Discrimination Act 1992* of the Commonwealth, and the visitor is the person requiring the assistance of such an assistance animal.
- (17) In the circumstances where the Strata Committee has given consent pursuant to clause (6) for a dog to be kept at Dalgety Square as an assistance animal, should the person receiving the services of that dog cease to require such services, or no longer resides in Dalgety Square, then notice shall be given to the Strata Committee accordingly. In that circumstance, the Strata Committee shall have the right to consider the earlier consent to the keeping of the such dog at Dalgety Square, and if it considers it appropriate and reasonable, cancel such consent.

16. Appearance of lot

16.1 General Obligations

An owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from the outside of the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

16.2 Clean and tidy lots

- (1) The proprietor and the occupier of a lot shall maintain the lot in a clean and tidy condition and free of vermin and, without limiting the generality of this by-law, shall clean the filters of any range hood installed in the lot of grease at least every three months.

- (2) For the purpose of inspecting the lot, the Owners Corporation may by its agents, servants or contractors enter the lot at any reasonable time on notice given to any occupier of the lot.

16.3 Appearance of balconies

The Owners Corporation, in addition to the powers and authorities conferred or imposed upon it by or under the *Strata Schemes Management Act 2015 (NSW)* and the by-laws applying to the Strata Scheme (and without limiting the generality of the following) shall have the power and authority to undertake and effect the following:

- (a) An owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, store on a balcony any items, other than, outdoor furniture, barbeque or raised potted plants.

17. Noticeboard

The Owners Corporation must cause a notice board to be affixed to some part of the common property.

18. Change in use of lot to be notified

18.1 General Obligation

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

18.2 Short Term Accommodation

- (1) An Owner or Occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) An Owner or Occupier of a lot shall only use and carry out activities on the lot for which consent has been granted by the Local Council, or State authority, and is compliant with all relevant Acts and / or regulations.
- (3) Unless permitted with the consent of the Local Council, a Residential Lot must only be used for Residential Accommodation as approved by the local authority and an Owner or Occupier must—
 - (a) not use that lot, for the purpose of Tourist or Visitor Accommodation (including AirBnB and similar activities);
 - (b) ensure that any tenant of that lot is subject to a residential tenancy agreement with an initial term for that tenant of at least three (3) months;
 - (c) not advertise or solicit, or permit or authorise any agent, servant or contractor to advertise or solicit for Tourist or Visitor Accommodation of less than three (3) months; and
 - (d) not end a residential tenancy agreement less than three (3) months into its term without lawful justification for doing so.
- (4) An Owner or Occupier must notify the Owners Corporation of any change in use of lot approved by the Local Council for any type of Tourist or Visitor Accommodation or holiday letting and provide a written copy of the Development Consent which provides consent to the lot being used as Tourist or Visitor Accommodation.

C.C

- (5) An Owner or Occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.
- (6) If a lot is let, then the Owner ("lessor") must take all reasonable action under the lease or tenancy agreement and relevant laws to restrain any breach of the by-laws or other laws by the Occupier of the lot.
- (7) If an Owner or Occupier of a lot, fails to comply with the terms of this by-law and as a consequence, the Local Council issues an Order or commences proceedings under the *Environmental Planning and Assessment Act 1979 (NSW)* in relation to that lot then the Owner or Occupier must indemnify the Owners Corporation for its costs of defending such an action and any penalty imposed.
- (8) Further, if an Owner or Occupier of a lot fails to comply with this by-law or any Development Consent or planning law, then the Owners Corporation, at its sole discretion, may do all things necessary to enforce the terms of this by-law, or any relevant Development Consent or planning law requirement, including but not limited to:
 - (a) commencing and prosecuting any action before any Court or Tribunal of competent jurisdiction; and/or
 - (b) assisting the Local Council in any legal proceedings.
- (9) The Owner or Occupier must indemnify the Owners Corporation with respect to any expenses reasonably incurred by the Owners Corporation in relation to any proceedings referred to in clause (10) and (11) above.

(10) In this by-law,

"Development Consent" means development consent granted by the Local Council pursuant to the *Environmental Planning and Assessment Act 1979 (NSW)*

"Local Council" means City of Sydney Council

"Owner" means any owner or owners of a lot from time to time on the strata plan.

"Occupier" means an occupier, lessee, licensee, sub-lessee or sub-licensee of a lot from time to time on the strata plan.

"Residential Lot" means a lot in the strata scheme that has development approval from the local authority and approval from the Owners Corporation to be used for Residential Accommodation.

"Residential Accommodation" means permanent residential occupation of a lot as approved by the local authority.

"Tourist and Visitor Accommodation" means a building or place that provides temporary or short-term accommodation on a commercial basis, and includes any of the following:

- (a) backpackers' accommodation
- (b) bed and breakfast accommodation
- (c) farm stay accommodation
- (d) hotel or motel accommodation
- (e) serviced apartments

19. Service of Documents

- (1) Each owner or occupier of a lot not in occupation of his lot shall notify in writing to the secretary of the owners corporation an address for service, failing which the posting of all notices to his lot or the leaving of the same in the letter box for his lot shall, for all purposes, constitute effective service on him.
- (2) A document or notice may be served by the owners corporation, its secretary or any member of the strata committee on the owner or occupier of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address.
- (3) A notice or document served on an owner or occupier by email in accordance with this by-law is deemed to have been served when transmitted by the sender, provided that the sender does not receive an electronic notification of unsuccessful transmission (i.e. bounce back or undelivered message) within 24 hours.
- (4) An owner or occupier is responsible for keeping the strata managing agent informed of their current email address.
- (5) An owner or occupier who provides an email address will no longer receive mailed copies of a document or notice, unless required pursuant to the *Strata Schemes Management Act 2015*.
- (6) The owners corporation is empowered to send notices and correspondence in accordance with the voting procedure adopted by the owners corporation at general meeting pursuant to the *Strata Schemes Management Act 2015*.

20. Preservation of Fire Safety

20.1 General Requirements

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

20.2 Compliance with Fire Controls

An owner or occupier of a lot must:

- (a) comply with laws about fire safety;
- (b) not keep flammable materials on common property
- (c) not interfere with fire safety equipment; and
- (d) not obstruct fire stairs or fire escapes.

20.3 Fire Safety Inspection

- (1) The Owners Corporation may recover from any owner all fines incurred for failing to provide an Annual Fire Safety Statement under the *Environmental Planning and Assessment Regulations 2000* occasioned by the owner for a failure to provide access to a person authorised to carry out an inspection under the *Environmental Planning and Assessment Act 1979*.
- (2) The fines incurred by the Owners Corporation will be a debt due to the Owners Corporation on demand, and will be divided between all owners that –
 - (a) fail to provide access to an authorised person; or

- (b) the actions of the owner (s) or their tenant (s), have caused fines to be incurred by the Owners Corporation.
- (3) An owner will be liable for any costs (legal and/or any other costs) incurred by the Owners Corporation for defending any prosecution for an offence under the Management Act occasioned by the owner (s) or their tenant(s), for a failure to provide access to a person authorised to carry out an inspection under the *Environmental Planning and Assessment Act 1979*.

20.4 False Fire Alarm Fees

The Owners Corporation may recover from any owner or occupier of a lot, as a debt due to the Owners Corporation on demand, any chargeable false alarm fees imposed by the Commissioner under the *Fire Brigades Regulation 2008* occasioned by an Owner or Occupier.

21. Security

21.1 Owners Corporation's Powers

- (1) The Owners Corporation, in addition to the powers and authorities conferred on it by or under the *Strata Titles Act 1973*, the *Strata Schemes Management Act 1996* and *Strata Schemes Management Act 2015* as amended and these by-laws, has the power and authority to appoint and enter into an agreement with a security company ("the company") or a caretaker-manager for the provision of security services to any buildings and common property, such contract to provide for:-
 - (a) The security and supervision of the common property and any personal property vested in the Owners Corporation;
 - (b) Anything else, which the Owners Corporation agrees, is necessary or desirable having regard to the operational and management requirements of the Owners Corporation.
- (2) At the expiration or early determination of the agreement the Owners Corporation must enter into a further agreement with the same or a new security company pursuant to these by-laws.

21.2 Lot alarm system

Should an owner or occupier seek to install an alarm system in their lot, such an alarm system must be back-to-base silent alarm and must not emit any noise or light from the building.

21.3 Replacement of Abloy Keys, Key Fobs and similar items

The Owners Corporation, in addition to the powers and authorities conferred or imposed upon it by or under the *Strata Schemes Management Act 2015 (NSW)* and the by-laws applying to the Strata Scheme (and without limiting the generality of the following) shall have the power and authority to undertake and effect the following:

- (1) To impose non-refundable charges on an Owner or Occupier for the replacement and / or issue of Abloy access keys (\$100 each), Key Fobs (\$80 each), and similar items that may be introduced from time to time, over and above those allocated to each Lot.
- (2) The charges so imposed may be varied or determined by the Strata Committee as being appropriate from time to time.

21.4 Lift Security System

The Owners Corporation, in addition to the powers and authorities conferred or imposed upon it by or under the *Strata Schemes Management Act 2015 (NSW)* and the by-laws applying to the Strata Scheme (and without limiting the generality of the following), shall have the power and authority to undertake and effect the following:

- (1) To have installed a restricted access system to eight (8) lifts for the purpose of securing the building;
- (2) To make any modifications to any parts of the common property as may be necessary for those installations;

- (3) To maintain repair, renew and replace those installations as required.

21.5 Owner's Security Obligations

- (1) An owner or occupier of a lot must exercise a high degree of caution and responsibility in making Abloy Keys, Key Fobs and similar items available for use by other persons.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure any Abloy Keys, Key Fobs and similar items are not lost and immediately notify the Strata Manager of the owners corporation if any Abloy Keys, Key Fobs and similar items is lost, stolen or damaged.
- (3) An owner or occupier of a lot must not provide access to the building any unknown persons.
- (4) An owner or occupier of a lot must not obstruct, block or prop open any security door or fire exist door on the strata plan.

22. Common Property Facilities

22.1 General Obligation

Any registered proprietor of a lot who is not an occupier of a lot shall not be entitled to use any of the facilities of the Owners Corporation.

22.2 Lift

The proprietor or occupier of a lot shall not convey nor allow the conveyance in the lift of any other object likely to damage or dirty the interior of the lift.

22.3 Pool

- (1) "Pool" refers to the pool, the spa, the sauna and the pool area, within the parcel.
- (2) The proprietor or occupier of a lot shall not use nor allow the use of the pool between the hours of 11:00 pm and 5:00 am. These hours also apply to the gymnasium.
- (3) The proprietor or occupier of a lot shall not allow the use of the pool by their invitees except when accompanied by the proprietor or occupier.
- (4) The proprietor or occupier of a lot shall not do any of the following, nor allow them to be done, in the pool:-
 - (a) Smoking, eating or drinking;
 - (b) Consuming alcohol;
 - (c) Using bottles or glass;
 - (d) Running, jumping or diving;
 - (e) Using balls, boogie boards or large inflated objects;
 - (f) Using soap, bubble bath or shampoo;
 - (g) Be inadequately clothed; and
 - (h) Nude bathing

22.4 Facilities or equipment within lots

- (1) The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within its lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.
- (2) Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor and the filters of any such facilities or equipment cleaned each month.

22.5 Provision of Amenities or Services

- (1) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television and NBN),
 - (e) intercom and building management systems.
- (2) If the Owners Corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

22.6 Maintenance and Replacement Program

The Owners Corporation in addition to the powers and authorities conferred on it by or under the *Strata Titles Act, 1973*, the *Strata Schemes Management Act 1996 (NSW)* and *Strata Schemes Management Act 2015 (NSW)* as amended and these by-laws shall by its Strata Committee have the power and duty to undertake the following matters in accordance with a maintenance and replacement program established by the Strata Committee:

- (a) Paint the outside of the building;
- (b) Replace the carpet in the common property of the building;
- (c) Repaint the inside of the building;
- (d) Replace all fittings in the common property of the building;
- (e) Overhaul and repair all gymnasium equipment;
- (f) Replace the enclosure of the lifts;
- (g) Replace the flooring in the lifts;
- (h) Repaint and refurbish the pool and pool areas;
- (i) Reseal the concrete driveways.

23. Retail /Commercial premises

23.1 Use of Retail /Commercial premises

- (1) The Owners Corporation must grant consent to the use of any of the retail or commercial premises in the Strata Plan provided that the proposed use is lawful and all relevant statutory approvals have been obtained.
- (2) The Owners Corporation must sign and execute all documents that are reasonably required by a proprietor to give full effect to this by-law.

23.2 Commercial signage

- (1) All commercial signage in the development must be of identical size and dimensions as approved by the owners corporation and must comply with all Council policies and regulations.

- (2) The Owners Corporation shall have the right to remove any signage that does not comply with this by-law.

23.3 Commercial lease/sale signs

- (1) The registered proprietor or occupier of a commercial premises in the development shall be entitled to place one (1) sign only advertising the availability of the commercial premises for lease or sale.
- (2) Should a registered proprietor or occupier breach this by-law the Owners Corporation shall be entitled to seek to impose a penalty through the Tribunal not exceeding \$5,000.

24. Caretaker-Manager

24.1 Real estate agency

No registered proprietor in the Owners Corporation, other than the Caretaker-Manager, shall be entitled to operate or lease their property for use as a real estate agency.

24.2 Caretaker and letting agreements

- (1) In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an agreement with a Caretaker-Manager to provide management, leasing, security, cleaning and operational services for the Strata Scheme.
- (2) The Caretaker-Manager's duties may include:
 - (a) Caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments;
 - (b) Supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the Owners Corporation;
 - (c) Providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service;
 - (d) Providing a letting, property management and sales service;
 - (e) Supervising Owners Corporation employees and contractors;
 - (f) Providing security services to the Owners Corporation;
 - (g) Providing cleaning, pool cleaning and gardening services to the Owners Corporation;
 - (h) Supervising the Strata Scheme generally; and
 - (i) Anything else that the Owners Corporation agrees is necessary for the operation and management of the strata scheme.
- (3) The Caretaker-Manager must comply with instructions from the Owners Corporation about performing its duties.
- (4) The Owners Corporation must not, without the written consent of the Caretaker-Manager, enter into more than one agreement under this by-law at any one time, or revoke this by-law without the written consent of the Caretaker-Manager.
- (5) Any agreement entered into by the Owners Corporation pursuant to clause (1) of this by-law will provide for the payment by the Owners Corporation to the Caretaker-Manager of remuneration, fees or other consideration for providing the services and undertaking the duties in Schedule 2 of this agreement.
- (6) The Caretaker-Manager may, at the Caretaker-Manager's expense erect or procure the erection of all reasonable signs in or about the common property for the purpose of promoting the letting, property management and sales service of the Caretaker-Manager, subject to the consent of the Owners Corporation, which will not be unreasonably withheld.

24.3 Caretaker-Manager Duties and Rights

The Owner or occupier of a lot must not:

- (a) Interfere with or obstruct the Caretaker-Manager from performing the Caretaker- Manager's duties under the agreement made in accordance with the By-laws, or
- (b) Interfere with or obstruct the Carctaker-Manager from using any part of the common property designated by the Owners Corporation for use by the Caretaker-Manager.

24.4 Agency Restrictions

The owner or occupier of every lot except lots 164 and 318 must not on any lot or the common property, except with the written consent of the owner or lots 164 and 318 conduct or participate in the conduct of:

- (a) The business of a letting agent; or
- (b) The business of a pooled rent agency, or
- (c) The business of on-site caretaker; or
- (d) Any other business activity that is either:
 - i. An activity identical or substantially identical with any to the services relating to the management, control and administration of the parcel referred to in by-law 24 and / or any agreement; and / or
 - ii. An activity identical or substantially identical with any of the services provided to owner or occupiers of lots referred to in by-law 24 and / or agreement and / or
 - iii. An activity identical or substantially identical with any of the services relating to the letting of lots referred to in by-law 24 and /or any agreement.

25. Interest on overdue levies

Pursuant to section 85(3) of the *Strata Schemes Management Act 2015* as amended, interest on any outstanding levies due from a registered proprietor must be charged at the official commercial Bill Indicator Lending Rate plus 1%.

26. Exclusive use of storage area

The proprietor of Lot 144 shall be entitled to the right of exclusive use and enjoyment of the allocated common property storage area on level 2 of Dalgety Square on the basis that the proprietor shall continue to be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of such part of the common property.

27. Exclusive use of storage area

The proprietor of Lot 186 shall be entitled to the right of exclusive use and enjoyment of the allocated common property storage area on level 2 of Dalgety Square on the basis that the proprietor shall continue to be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of such part of the common property.

28. Breach of By-laws

To regulate the procedure involved when a unit owner or occupier has committed a breach of a by-law, that the following procedure shall be followed:

- (a) THAT upon being satisfied that a breach of by-law has occurred the Strata Committee may either:
 - (i) serve a breach of by-law notice upon the subject unit owner or occupier in accordance with s.146(1) of the *Strata Schemes Management Act 2015* requiring that the relevant by-law be complied with and the breach be rectified, or

C.C

(ii) direct the strata managing agent of the Owners Corporation to issue such a breach of by-law notice to the subject owner or occupier on its behalf.

(b) THAT the strata managing agent of the Owners Corporation have delegated to it in accordance with s.146(3) of the *Strata Schemes Management Act 2015* the power to issue such a breach of by-law notice when directed so to do by the Strata Committee AND THAT where circumstances indicate that such a breach of by-law notice needs urgently to be issued such direction may be given to the strata managing agent jointly by the Chairman, Secretary and Treasurer for the time being of the Strata Committee.

Schedule 1 - Annexure A to By-law 5.3 - Building Works

Annexure A

APPLICATION TO PERFORM BUILDING WORKS

To the Secretary & strata managing agent

I/We _____ the Owner(s) of Lot _____ hereby give notice to the Owners Corporation care of the Strata Managing Agent and Secretary of intention to undertake Building Works to my/our lot.

1. Detail of Building Work to be undertaken, including type of work, materials to be used, method of installation, and proposed location:
.....
.....
.....
2. Name of Contractor.....
3. Contractor's Licence No.....
4. Details of Contractors All Risks Insurance.....
.....
5. Is Council approval required: Yes/No
6. If yes, has application been made for Development Approval.....
7. Date works intend to start.....
8. Duration of works (Timetable of major components of works).....
.....
9. I have read **Building Works Bylaw** and acknowledge that no work may commence unless approved in writing as required under the Building Works By-law.
10. I acknowledge that any Building Works undertaken may be subject to special conditions as required by the Owners Corporation and I shall abide by these special conditions.

Signature of Owner.....
Date.....
Received by Owners Corporation.....
Name & Date.....

(Note: Must use one form for each tradesperson/contractor engaged to undertake Building Works)

CC

Schedule 2 - Annexure B to By-law 5.3 - Building Works

Annexure B

BUILDING WORKS ITEMS LIST

CATEGORIES OF BUILDING WORKS

The **Building Works Bylaw** puts Owners on notice as to how "Building Works" should be performed within a lot and the common property.

This By-law distinguishes between different types of "Building Works", namely Cosmetic Works, Minor Renovations and Structural Building Works that have an impact on the common property of the strata scheme.

Below is a list of items that have been categorised into the different types of Building Works as described in the **Building Works Bylaw**

Cosmetic Works

- (i) Work for the following purposes is prescribed as cosmetic works pursuant to s109 (2) of *Strata Schemes Management Act 2015*:
 - (a) installing or replacing hooks, nails or screws for hanging paintings and other things on walls
 - (b) installing or replacing handrails
 - (c) painting
 - (d) filling minor holes and cracks in internal walls
 - (e) laying carpet
 - (f) installing or replacing built-in wardrobes
 - (g) installing or replacing internal blinds and curtains
- (i) Additional Work for the following purposes is prescribed as cosmetic works under this by-law and pursuant to section 109 (4) of the *Strata Schemes Management Act*:
 - (a) Wallpapering walls and other surfaces within the lot
 - (b) Repair and replacement of window and door jambs, locks and handles
 - (c) Sanding, staining and polishing existing floor boards installed on the lot
 - (d) Replacing bathroom, kitchen and laundry tapware or other removable items

Minor Renovations

- (i) Work for the following purposes is prescribed as minor renovations pursuant to s110 (3) of *Strata Schemes Management Act 2015*:
 - (a) renovating a kitchen
 - (b) changing recessed light fittings
 - (c) installing or replacing wood or other hard floors
 - (d) installing or replacing wiring or cabling or power or access points

- (e) work involving reconfiguring walls (excluding structural or load bearing walls)
- (ii) Work for the following purposes is prescribed as minor renovations pursuant to Regulation 28 of the *Strata Schemes Management Regulations 2016*:
 - (a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors
 - (b) installing a rainwater tank
 - (c) installing a clothesline
 - (d) installing a reverse cycle split system air conditioner
 - (e) installing double or triple glazed windows
 - (f) installing a heat pump
 - (g) installing ceiling insulation
- (iii) Additional Work for the following purposes is prescribed as minor renovations under this by-law and pursuant to section 110 (6) (a) of the *Strata Schemes Management Act*:
 - (a) Installing any other type of air-conditioner/system
 - (b) Installing false ceilings
 - (c) Installing security systems / alarms
 - (d) Installing fixtures to internal surfaces of common property walls
 - (e) Installing Foxtel or PayTV connection
 - (f) Installing new plumbing, gas and electrical equipment and services

Structural Building Works

- (a) Works involving alteration or interference of the structure, support or shelter of the building, including any structural beams and/or props erected to maintain the distribution of the building loads
- (b) Works involving removal or addition of any structural elements to the building requiring local authority development approval, including but not limited to, enlarging openings, forming new openings, installing external structures, removal of common property walls in whole or in part within a lot.
- (c) Works involving changes the external appearance of a lot, including the installation of an external access ramp.
- (d) Works involving waterproofing on the lot, including waterproofing the bathroom, kitchen and/or laundry floors of the lot or waterproofing the bathroom, kitchen and/or laundry walls located on a common wall within the lot
- (e) Any works, including Minor Renovations mentioned above, which require consent or development approval of Council and any other Authority

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Schedule 3 – Annexure to By-law 13 – Moving Furniture Application

APPLICATION TO MOVE FURNITURE/OBJECTS/DELIVERIES IN OR OUT OF PREMISES

UNIT NO: _____

DATE AND DAY OF PROPOSED ACTIVITY: _____

START TIME: _____ FINISH TIME: _____

TYPE OF MOVE: _____

YOUR NAME: _____

CONTACT TELEPHONE NO: _____

OWNER OR TENANT: _____

IF TENANT, PLEASE ALSO COMPLETE BELOW:

MANAGING AGENT: _____ Company Name: _____

Contact Name: _____

Telephone No: _____

When all sections are completed, please sign and date below and return to the Strata Managing Agent.

I/We acknowledge that I/we have read and will comply with the terms and conditions of By-law No.13 (Moving Furniture and other object on or through common property) and that I/we indemnify and will keep indemnified the Owners Corporation for any fees, loss or cost incurred in rectifying any damage that occurs to the Common Property or another Lot. We have paid the Bond as required under By-law No.13.

Signatures:.....

P.C

Schedule 4 – Annexure to By-law 15 – Keeping of Animals

Pet Application Form

| | | | | | |
|---|--|-----------------------|--|-----|--|
| Applicant's name | | | | | |
| Breed of pet | | | | | |
| Weight | | Standing height (cms) | | Age | |
| Is pet de-sexed? | | Is pet micro-chipped? | | | |
| Is pet vaccinated and treated for fleas and worms? (include last date of vaccination) | | | | | |
| Is pet registered as an 'assistant animal' as defined in section 9 of the Commonwealth Disability Discrimination Act 1992 | | | | | |

Please ensure that you provide all documents listed below with this Pet Application Form

- A photograph of your pet
- A copy of the current 'assistant animal' registration
- A letter from a veterinarian outlining any of the above
- If your pet has attended training school, a letter from the training school
- References from previous neighbours and those with regular contact with your pet

I (The Applicant)

of (Lot No. and Apartment No.)..... Telephone:.....

Email.....

request consent of the owners corporation to keep the above animal on our property.

I/we:

1. Have read and understood the By-law regarding keeping of animals.
2. That I/we agree to abide by the By-laws of Strata Plan No. 57895.
3. Acknowledge that I/we shall be liable for any damage to common property caused by the pet and shall pay the owners corporation immediately for any costs incurred in rectifying this damage.
4. Accept full responsibility and indemnify the owners corporation for any claims by or injuries to third parties or their property caused by, or as a result of, actions by my pet.
5. Acknowledge that the consent of the owners corporation operates in respect of the nominated pet only and that any change of pet must be the subject of a separate application.
6. Acknowledge that in the event of a breach of any By-law relating to pets the owners corporation may withdraw any consent it has given me for the keeping of a pet.
7. Acknowledge that it is my responsibility to monitor the noise from my pets. I/we shall be mindful of neighbours.

Signed:..... Date:.....

The seal of The Owners-Strata Plan No 57895 was affixed on 12th July 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature(s): C. C. Clair

Name(s) [use block letters]: Christine Clair

Authority: Strata Manager



Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 57895 was affixed on [^]12th July 2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: C. Clair Name: Christine Clair Authority: Strata Manager

Signature: Name: Authority:

[^] Insert appropriate date
^{*} Strike through if inapplicable.



Lodger Details

Lodger Code 503902B
Name BUILDING BYLAWS
Address PO BOX 8274
BAULKHAM HILLS 2153
Lodger Box 1W
Email SERVICES@BYLAWSASSIST.COM.AU
Reference BLA/6198

Land Registry Document Identification

AU482160

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/SP57895 | N | |

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP57895
Other legal entity

Meeting Date

30/07/2024

Repealed by-law No.

Details By-law No.1 to 37

Added by-law No.

Details By-law No.1 to 37

Amended 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 legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP57895

Signer Name SIMONE KASAD

Signer Organisation SIMONE KASAD

Signer Role PRACTITIONER CERTIFIER

Execution Date 09/10/2024

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

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

**Strata Schemes Management Act 2015
Real Property Act 1900**

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

(A) TORRENS TITLE

| |
|---------------------------------------|
| For the common property CP/SP57895 |
|---------------------------------------|

(B) LODGED BY

| | | |
|--|--|-----------------------|
| Document Collection Box 1W | Name Company Bylaws Assist Address PO Box: 8274, Baulkham Hills, NSW, 2153 E-mail services@bylawsassist.com.au Contact Number +61 411 777 557 Customer Account Number 135632E Reference BLA/6198 | CODE CH |
|--|--|-----------------------|

- (C) The Owner-Strata Plan No. 57895 certify that a special resolution was passed on 30/7/2024
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows —
- (E) Repealed by-law No. 1 - 37
 Added by-law No. 1 - 37
 Amended by-law No. _____
 as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 57895 which includes new Added By-law No.1 to 37 starting from Page 6 of 57 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1.
- (G) The seal of The Owners-Strata Plan No. 57895 was affixed on 30/09/2024 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : C.Clair
 Name : Christine Clair
 Authority : Licensed Strata Managing Agent

Electronic signature of me
 Christine Clair
 affixed by me, or at my direction
 on 30/09/2024



Signature : _____
 Name : _____
 Authority : _____

ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 57895

Table of Contents

| | | |
|-------|--|----|
| 1. | Definitions | 5 |
| 2. | Interpretation | 8 |
| 3. | Noise | 8 |
| 4. | Vehicles | 8 |
| 4.1 | General Obligations | 8 |
| 4.2 | Owners Corporation Powers | 9 |
| 4.3 | Removal of Vehicles on Common Property | 9 |
| 4.4 | EV Charging Station | 9 |
| 4.5 | Visitors Parking | 10 |
| 4.6 | Visitor Parking Bollards | 10 |
| 4.7 | Lot Parking Bollards (Building Works) | 10 |
| 4.8 | Parking Cages (Building Works) | 11 |
| 4.9 | Bicycle Parking Racks (Building Works) | 11 |
| 5. | Obstruction of Common Property | 11 |
| 6. | Damage to Common Property | 12 |
| 6.1 | General Obligations | 12 |
| 6.2 | Window Safety Devices | 12 |
| 6.3 | Damage to Lawns and Plants on Common Property | 12 |
| 6.4 | Recovery of Costs for Damage to the Common Property | 13 |
| 7. | Building Works - General | 13 |
| 7.1 | Purpose of By-law | 13 |
| 7.2 | General Obligations | 14 |
| 7.3 | The Application Process | 14 |
| 7.3.1 | Cosmetic Works | 14 |
| 7.3.2 | Minor Renovations | 14 |
| 7.3.3 | Major Renovations and Building Works that Require any Local or Statutory Authority Consent | 15 |
| 7.4 | Building Works Items List | 15 |
| 7.5 | Lot Register of Building Works | 16 |
| 7.6 | Conditions Applicable to all Minor Renovations or Major Renovations | 16 |
| 7.6.1 | Hours of Works | 16 |
| 7.6.2 | Compliance with Codes and Regulations | 16 |
| 7.6.3 | Payment of Bond | 16 |
| 7.7 | General Conditions | 16 |
| 7.8 | Owner's Enduring Obligations | 17 |
| 7.8.1 | Maintenance and Repair | 17 |
| 7.8.2 | Liability and Indemnity | 17 |
| 7.9 | Repair of Damage | 17 |

| | | |
|-------|---|----|
| 7.10 | Breach of By-law | 18 |
| 8. | Floor Coverings (Building Works) | 18 |
| 8.1 | General Obligations | 18 |
| 8.2 | Requirements for Changes to Floor Coverings | 18 |
| 8.2.1 | Floor Covering Performance | 18 |
| 8.2.2 | Application Process | 18 |
| 8.2.3 | Installing the Floor Covering | 19 |
| 8.2.4 | After Installation of the Floor Covering | 19 |
| 8.2.5 | Owners Corporation's Powers | 19 |
| 9. | Pergola Works (Building Works) | 19 |
| 9.1 | Definitions and Terms Within this By-law | 19 |
| 9.2 | Rights | 19 |
| 9.3 | Conditions | 19 |
| 9.3.1 | Maintenance | 19 |
| 9.3.2 | Style and Specifications | 20 |
| 9.3.3 | Documentation | 20 |
| 9.3.4 | Approvals | 20 |
| 10. | Behaviour of Owners, Occupiers and Invitees | 20 |
| 10.1 | General Obligations | 20 |
| 10.2 | Alcohol | 20 |
| 10.3 | Smoking | 20 |
| 11. | Children Playing on Common Property | 21 |
| 12. | Depositing Rubbish and Other Material on Common Property | 21 |
| 13. | Drying of Laundry Items | 21 |
| 14. | Cleaning Windows and Doors | 21 |
| 14.1 | General Obligation | 21 |
| 14.2 | Owners Corporation's Powers | 21 |
| 14.3 | Window Cleaning Program | 22 |
| 15. | Use and Storage of Inflammable Liquids, other Substances, Materials and Devices | 22 |
| 15.1 | Inflammable Chemical, Liquid or Gas or Other Inflammable Materials | 22 |
| 15.2 | Use of Electric Charged Devices | 22 |
| 16. | Moving Large Items on or Through Common Property | 23 |
| 16.1 | Moving Items, Including Furniture | 23 |
| 16.2 | Payment of a Bond | 23 |
| 17. | Garbage Disposal | 23 |
| 18. | Keeping of Animals | 24 |
| 19. | Appearance of Lot | 26 |
| 19.1 | General Obligations of an Owner or Occupier | 26 |
| 19.2 | Recovery of Costs for Failure to Comply | 26 |
| 20. | Change in Use of Lot | 27 |
| 20.1 | General Obligation | 27 |
| 20.2 | Short Term Accommodation and Overcrowding | 27 |

| | | |
|------|--|-----------|
| 21. | Noticeboard..... | 28 |
| 22. | Service of Documents..... | 28 |
| 23. | Preservation of Fire Safety..... | 28 |
| 23.1 | General Requirement..... | 28 |
| 23.2 | Compliance with Fire Controls..... | 29 |
| 23.3 | Fire Safety Inspection..... | 29 |
| 23.4 | False Fire Alarm Fees..... | 29 |
| 24. | Security..... | 29 |
| 24.1 | General Obligation..... | 29 |
| 24.2 | Owners Corporation’s Powers..... | 29 |
| 24.3 | Lot Alarm System..... | 30 |
| 24.4 | Issue and/or Replacement of Access Devices..... | 30 |
| 24.5 | Owner’s Security Obligations..... | 30 |
| 24.6 | Lift Security System..... | 31 |
| 25. | Common Property Facilities..... | 31 |
| 25.1 | General Obligation..... | 31 |
| 25.2 | Lift..... | 31 |
| 25.3 | Roof Area..... | 31 |
| 25.4 | Recreation Areas..... | 31 |
| 25.5 | Facilities or Equipment within Lots..... | 32 |
| 26. | Provision of Amenities or Services..... | 32 |
| 27. | Maintenance and Replacement Program..... | 32 |
| 28. | Commercial Lots..... | 32 |
| 28.1 | Use of Commercial Lots..... | 32 |
| 28.2 | Commercial Signage..... | 32 |
| 28.3 | Commercial Lease/Sale Signs..... | 33 |
| 29. | Building Manager..... | 33 |
| 29.1 | Real Estate Agency..... | 33 |
| 29.2 | Building Manager and Letting Agreements..... | 33 |
| 29.3 | Building Manager’s Duties and Rights..... | 33 |
| 29.4 | Agency Restrictions..... | 34 |
| 30. | Interest on Overdue Levies..... | 34 |
| 31. | Breach of By-laws..... | 34 |
| 32. | Exclusive Use of Storage Area (Lot 144)..... | 34 |
| 33. | Exclusive Use of Storage Area (Lot 186)..... | 34 |
| 34. | Lot 74 & 77 Works – Bathroom Renovation..... | 35 |
| 35. | Lot 84 Works..... | 36 |
| 36. | Lot 26 Works..... | 40 |
| 37. | Lot 152 Works..... | 43 |
| | ANNEXURE A - BUILDING WORKS ITEMS LIST..... | 49 |
| | ANNEXURE B - BUILDING WORKS APPLICATION FORM..... | 51 |

ANNEXURE C - APPLICATION TO MOVE LARGE OBJECTS WITHIN THE BUILDING. ..54
ANNEXURE D – PET APPLICATION FORM.....55

1. **Definitions**

In these By-laws, unless a contrary intention appears:

Access Devices means keys, magnetic fobs or other devices or information to open and close doors, gates, or locks or to operate alarms, Security Systems, or communication systems on the Parcel.

Building means the Building known as “Dalgety Square”, which is the subject of the Strata Scheme.

Building Code of Australia means the technical provisions for the design and construction of Buildings and other structures in the National Construction Code (NCC) series.

Building Manager means a person or corporation who has been engaged or authorised by the Owners Corporation to supply management and caretaking for the benefit of the Common Property or Lots included in the Strata Scheme.

Building Works means Cosmetic Works, Minor Renovations and/or Major Renovations undertaken on a Lot and that have an impact on the Common Property of the scheme.

By-law means a strata By-law and/or any Common Property Rights By-law assigning Special Privileges or Rights of Exclusive Use to any Owner(s) on the Strata Scheme.

Car Park means that part of the Strata Scheme located on Basement Parking Levels, designated on the Strata Plan for use of roadworthy registered Vehicles.

Car Space means that part of a Lot within the Car Park, which is designated on the Strata Plan as a Car Space.

Commercial Lot means a Lot in the Strata Scheme that has development approval from the Local Council and approval from the Owners Corporation to be used for commercial activities.

Commercial Signage means any signage installed or erected on a Commercial Lot used to promote and advertise a business that will be operated within that Lot subject to all relevant approvals required by the Original Owner, the Strata Committee, and all relevant Authorities.

Common Infrastructure as defined in the **Development Act** means:

- (a) the cubic space occupied by a vertical structural member of a Building, other than a wall; or
- (b) the pipes, wires, cables or ducts that are not for the exclusive benefit of one Lot and are in a Building or in a part of the Parcel that is not a Building; or
- (c) the cubic space enclosed by a structure enclosing pipes, wires, cables, or ducts referred to in Paragraph (b).

Common Property as defined in the **Development Act** means any part of the Parcel that is not comprised in a Lot (including any Common Infrastructure that is not part of a Lot).

Compactor Room means the two rooms on Level 1 and each of the rooms on Levels 2 and 3 as defined on the floor plan relating to Strata Plan 57895 as a Garbage Room which compact and bag the garbage deposited into the Garbage Chutes.

Cosmetic Works being aesthetic works as defined in **Section 109** of the **Management Act** and as specified in the Building Works Items List annexed to these By-laws.

Design and Building Act means the *Design and Building Practitioners Act 2020*.

Development Act the *Strata Schemes Development Act 2015 (NSW)*.

Development Consent being Development Consent granted by the Local Council pursuant to the *Environmental Planning and Assessment Act 1979 (NSW)*.

Electric Charged Devices means e-bikes, e-scooters, lithium-ion battery operated devices and or other combustible devices. This does not include an Electric Vehicle Charging Station or charging

small household electrical appliances for personal use such as a television, computer, microwave, wok, or toaster.

Electric Vehicle means an automobile that is powered partially or entirely by electricity from a battery that requires recharging.

EV Charging Station Space means that part of Common Property within the Car Park, which is so designated on the Strata Plan by the Strata Committee as assigned for the benefit of EV Owners and which has battery charging equipment to transfer electric energy (by conductive or inductive means) to a battery or other energy storage device in an Electric Vehicle.

EV Owner means an Occupier who owns an Electric Vehicle.

Fire Safety Device is any structure or device contained within a Lot or Common Property that:

- (a) monitors or signals the incidence of smoke, heat or fire within the Parcel;
- (b) provides lighting in the case of smoke, heat or fire within the Parcel;
- (c) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);
- (d) extinguishes or decreases the spread of fire, smoke or heat through the Parcel; or
- (e) is required by Law for fire safety or that otherwise improves fire safety.

Flanking Noise means noise transmitted from one Lot to any adjoining Lot via Hard Floor Coverings in contact with the walls or skirting boards.

Garbage Chute means the Common Property Garbage Chute within each of the Garbage Rooms on Levels 2 to 9 which connect to the Compactor Rooms.

Garbage Room means the Common Property Garbage Rooms located on Levels 2 to 9 containing the Garbage Chute and receptacles for recycling for use by the Owners and Occupiers to deposit their garbage.

Hard Floor Covering means floating timber floors, tile floors and any other flooring such as timber, ceramic, or other floor finish (other than carpet) that replaces the existing flooring on the lower boundary of the respective Lot. Hard Floor Covering includes the acoustic underlay installed, attached and/or affixed on the lower boundary of the Lot. Hard Floor Covering does not include the flooring in the bathrooms, lavatory, kitchen, laundry, and balcony of the Lot, provided that such a room is in its original location in the Lot.

Invitees are any visitors of an Owner or Occupier allowed to enter and stay within the scheme on a temporary and non-permanent basis.

Loading Dock means the vehicular entry on Wattle Street used for collection and storage of garbage refuse, including recycling, and the loading and unloading of heavy items.

Local Council means the Council/Administrator as determined under the *Local Government Act 1993 No 30* responsible for the area within which Strata Plan 57895 is located.

Lot as defined in the *Development Act* being one or more cubic spaces shown as a Lot on the floor plan relating to Strata Plan 57895, but does not include any Common Infrastructure, unless the Common Infrastructure is described on the plan, in the way prescribed by the **Management Regulations**, as a part of the Lot.

Major Renovations means works by Owners of Lots affecting Common Property as defined in the **Management Act** and means works that involve structural changes, work that changes the external appearance of a Lot, work involving waterproofing, any work affecting Common Property, work for which consent, or another approval is required under any other Act, and as specified in the Building Works Items List annexed to these By-laws.

Management Act is the *Strata Schemes Management Act 2015 (NSW)*.

Management Regulations are the *Strata Schemes Management Regulations 2016 (NSW)*.

Minor Renovations means those work items as defined in *Section 110* of the **Management Act**, under **Regulation 28** of the **Management Regulations** and as specified in the Building

Works Items List annexed to these By-laws.

Occupier means an Occupier, lessee, licensee, sub-lessee, or sub-licensee of a Lot in the Strata Scheme.

Owner means the Owner of a Lot as defined in the **Development Act** being:

- (a) except as provided by Paragraph (b) or (c), each person for the time being recorded in the Register as entitled to an estate in fee simple in the Lot (in the case of a freehold Strata Scheme) or as entitled to a leasehold estate in the Lot (in the case of a leasehold Strata Scheme), or
- (b) except as provided by Paragraph (c), each person whose name is entered on the strata roll in accordance with **Section 178** of the **Development Act** as being entitled to an estate in fee simple in the Lot (in the case of a freehold Strata Scheme) or as entitled to a leasehold estate in the Lot (in the case of a leasehold Strata Scheme), or
- (c) each person who is taken by **Section 43(1)** of the **Development Act** to be the Owner of the Lot.

Owners Corporation being the Owners Corporation pertaining to Strata Plan 57895 constituted under **Section 8** of the **Development Act**.

Parcel means the land from time to time comprising the Lots and Common Property in the scheme.

Personal Common Property Items means items placed on Common Property by the Owners Corporation from time to time for use and enjoyment of all residents.

Recreation Areas means the pool, spas, steam room, playroom, gymnasium, games room and music room, all located on Level 3; the Library, located on Level 2; the lounge areas, located on Levels 1, 2 and 5; and the BBQ area, located in Level 3 Courtyard.

Residential Accommodation means permanent residential occupation of a Lot as approved by the Local Council.

Residential Lot being a Lot in the Strata Scheme that has development approval from the Local Council and approval from the Owners Corporation to be used for Residential Accommodation.

Roof Area means the area of the uppermost surface of the Building.

Security System means all cabling, alarm system software, closed circuit television system (CCTV monitor and cameras), sirens, number plate recognition system and software and mechanisms (including all ancillary equipment) installed in the Common Property to provide security for all Lot Owners.

Smoking means the action or habit of inhaling and exhaling the smoke of tobacco or a drug or any other substance, and emitting smoke or vapour, including the practice of inhaling and exhaling the vapour produced by an electronic cigarette or similar device.

Special Privileges means special permission granted by means of a Common Property Rights By-law to allow an Owner the privilege to undertake renovations or other such specific works that alter and/or add to the Common Property.

Strata Committee means the Strata Committee of the Owners Corporation pertaining to Strata Plan 57895 established under the **Development Act**.

Strata Managing Agent is the strata manager from time to time appointed by the Owners Corporation.

Strata Plan means Strata Plan 57895 established under the **Development Act**.

Strata Scheme means the scheme covered by the Strata Plan.

Tenant means a lessee, sub-lessee, or assignee of a lease or sub-lease in respect of a Lot.

Tourist or Visitor Accommodation means a Building or place that provides temporary or short-term accommodation on a commercial basis, and includes any of the following:

- (a) backpackers' accommodation;
- (b) bed and breakfast accommodation;

- (c) farm stay accommodation;
- (d) hotel or motel accommodation; and
- (e) serviced apartments.

Uncollected Goods Act means the *Uncollected Goods Act 1995 No 68*.

Vehicle means a land-based means of transportation in the form of a machine that is powered by propulsion either by human (bicycle) or motor (car, van).

Visitor Parking Space means that part of Common Property within the Car Park, which is designated on the Strata Plan as a visitor Car Parking space assigned for the benefit of Invitees.

Window Safety Device(s) being a screen, lock or any other complying Window Safety Device installed by the Owners Corporation as required by the **Management Act** and the **Management Regulations**.

2. **Interpretation**

In these By-laws, unless the context otherwise requires:

- (a) headings do not affect the interpretation of these By-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) words defined in the **Management Act** have the meaning given to them in the **Management Act**; and
- (e) references to legislation includes references to amending and replacing legislation.

3. **Noise**

An Owner or Occupier of a Lot, or their Invitee, must not create any noise on the Parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

4. **Vehicles**

4.1 **General Obligations**

- (1) An Owner or Occupier must not park or stand any Vehicle on the Common Property or permit any Invitees of the Owner or Occupier to park or stand any Vehicle on Common Property except with the prior written consent of the Owners Corporation.
- (2) An Owner or Occupier must park their Vehicle(s) within the marked boundaries of their Car Space.
- (3) An Owner or Occupier must only use their Car Space for parking of a registered Vehicle, which is in an operational state. The Car Space, whether enclosed or not, must not be used for storage of personal items.
- (4) An Owner or Occupier and their Invitees must not park or stand any Vehicle on a Lot, other than the Lot owned or occupied by the Owner or Occupier, and, in the case of an Invitee, other than a Visitor Parking Space, which the Invitee is entitled to occupy provisional to **Clause 4.5**.
- (5) An Owner, who is not an Occupier of that Lot, shall not be entitled to use the Car Space allotted to that Lot.
- (6) Subject to the Development Consent pertaining to the Strata Scheme, an Owner or Occupier must not enter into an agreement to lease, license, or transfer Ownership of the Car Space attached to their Lot to those other than a Tenant or Owner on the Strata Scheme, and in the case of a Commercial Lot, their Tenant and/or their Tenant's employees from time to time.
- (7) The written consent of the Owners Corporation must be obtained by an Owner or Occupier prior to any agreement under **Sub-Clause (6)** and a "**Register of Lot Car Spaces**", recording such agreements shall be maintained by the Strata Managing Agent.

4.2 Owners Corporation Powers

In addition to any powers under Management Act and Regulations, the Owners Corporation has the power to impose reasonable restrictions on the use of Common Property driveways, ramps, and parking areas.

4.3 Removal of Vehicles on Common Property

- (1) The Owners Corporation may cause a Vehicle of an Owner or Occupier, or the Vehicle of Invitees of an Owner or Occupier, parked or standing on Common Property to be towed from the Common Property and removed to a public road or impounded if prior written consent of the Owners Corporation was not provided to such parking or standing.
- (2) An Owner or Occupier must pay to the Owners Corporation the cost incurred in having a Vehicle towed and/or impounded (including, without limitation, strata management fees and legal fees) which shall be recoverable by the Owners Corporation as a debt due by the Owner or Occupier.
- (3) An Owner or Occupier who parks a Vehicle, or allows a Vehicle to stand on any part of the Common Property without written consent of the Owners Corporation is taken to:
 - (a) be the person in lawful possession of the Vehicle;
 - (b) have given consent to the Owners Corporation and its servants and agents to have the Vehicle towed off the Common Property and impounded at the cost of the Owner or Occupier; and
 - (c) consent to this By-law being an arrangement in force in respect of the Vehicle.
- (4) The Owners Corporation must provide written notice to an Owner or Occupier prior to having their Vehicle towed off the Common Property and impounded.
- (5) If the Owner or Occupier fails to reply within thirty (30) days to the notice provided by the Owners Corporation under **Sub-Clause (4)** hereof, the Owners Corporation may cause the Vehicle to be towed from the Common Property and removed to a public road or impounded.

4.4 EV Charging Station

- (1) The Owners Corporation shall be empowered to install designated EV Charging Station Spaces within the Car Park for the purpose of charging Electric Vehicles owned by Occupiers, who are EV Owners.
- (2) All EV Owners must ensure that they obey any rules made by the Strata Committee in relation to the use of the EV Charging Station Spaces.
- (3) The Owners Corporation, as determined by the Strata Committee, from time to time, may determine and review rules, procedures, and the placement of relevant signage for the use and administration of the EV Charging Station Spaces, which, subject to demand and usage, may include time limits and pre-booking requirements in relation to use by EV Owners.
- (4) The Owners Corporation shall charge to the EV Owner a user fee as may be determined and reviewed by the Strata Committee, from time to time, to cover the administrative and electricity costs incurred in the use of the EV Charging Station Spaces.
- (5) The Owners Corporation shall be indemnified from any liability, injury or loss incurred by an EV Owner in their use of the EV Charging Station Spaces.
- (6) The Owners Corporation assumes no liability for injuries or damages arising from the use of the EV Charging Station Spaces unless it is due to wilful or gross negligence on the part of the Owners Corporation. An EV Owner is taken to acknowledge that all activities (including the use of EV Charging Station Spaces)

present certain inherent risks and hazards which the participant assumes.

4.5 **Visitors Parking**

- (1) The Owners Corporation has provided spaces designated as Visitor Parking Spaces within the Car Park, which may be prebooked by an Owner or an Occupier for visitors to a Lot. The Owners Corporation, through its Strata Committee and agents, shall maintain a booking system for use of the Visitor Parking Spaces.
- (2) Each Owner and Occupier must ensure that a visitor to that Lot parks only in the Car Spaces in the Car Park designated by the Owners Corporation to be Visitor Parking Spaces, and that any such visitor only parks in a Visitor Parking Space after a booking has been made with the Owners Corporation by the subject Owner or Occupier and that they obey by any rules made in relation to such parking.
- (3) The Owners Corporation, through its Strata Committee and agents, may put up signage on or near Visitor Parking Spaces imposing time limits for visitors of the Strata Scheme.
- (4) An Owner or Occupier must not allow for the number of Invitees parking within the Visitor Parking Spaces to exceed two Vehicles at any one time except with the written approval of the Owners Corporation, through its Strata Committee or Building Manager.
- (5) A visitor must not use a Visitor Parking Space beyond the time limit as may be specified from time to time by the Owners Corporation, through its Strata Committee.
- (6) Where a visitor of an Owner or Occupier does not abide by the time limits imposed, the Owner or Occupier shall be in breach of this By-law.

4.6 **Visitor Parking Bollards**

The Owners Corporation, in addition to the powers and authorities conferred or imposed upon it by or under the **Management Act** and the By-laws applying to the Strata Scheme (and without limiting the generality of the following), shall have the power and authority to undertake and effect the following:

- (a) to install parking bollards to the Lots designated under the registered Strata Plan 57895 as Visitor Parking Spaces;
- (b) to make any modifications to any parts of the Common Property, as may be necessary, as a consequence of the exercise of the aforesaid power;
- (c) to maintain, repair, renew and replace the items referred to in Paragraphs (a) and (b) above;
- (d) to charge a deposit, as determined by the Strata Committee for the issue of keys to the Owner or Occupier for the operation of the parking bollards; and
- (e) to ensure that an Owner or Occupier does not retain a visitor parking bollard key for any longer than 24 hours without the consent of the Building Manager.

4.7 **Lot Parking Bollards (Building Works)**

- (1) This By-law works in conjunction with and is subject to **By-law 7 - Building Works - General** of the Strata Scheme.
- (2) An Owner of a Car Space shall be entitled to install in that Car Space a bollard to prevent the Lot from being used by any other person on the following conditions:
 - (a) in accordance with the conditions of the Building Works - General By-law for Minor Renovations, approval of the Owners Corporation, through its Strata Committee, of the type and style of bollard is to be obtained prior to the installation;
 - (b) the bollard shall be installed in a proper and workman-like manner and in accordance with any directions given by the Owners Corporation, through its Strata Committee;
 - (c) the Owner shall be responsible for maintaining the bollard and keeping it in a state of good and serviceable repair;
 - (d) if the Owner no longer requires a bollard, the same may be removed but

- the Owner must repair the Common Property as nearly as possible to its original condition; and
- (e) the Owner must indemnify the Owners Corporation against any liability or expense arising out of such works, including liability under **Section 122(6)** of the **Management Act** for any damage to the improvements installed in the course of the works.

4.8 Parking Cages (Building Works)

- (1) This By-law works in conjunction with and is subject to **By-law 7 - Building Works - General** of the Strata Scheme.
- (2) An Owner or Occupier must obtain written permission from the Owners Corporation, through its Strata Committee, to enclose their Car Space, with the design/style of enclosure being of uniform type and standard approved in writing, and in accordance with the conditions for Major Renovations of **By-law 7**.
- (3) An Owner or Occupier must maintain in a state of good and serviceable repair any structure enclosing the Car Space forming part of their Lot or installed within the Lot, or any part of it, including its ancillary mechanisms and additions of the enclosure.
- (4) An Owner or Occupier must renew or replace the enclosure, whenever necessary, under a direction given by the Strata Committee on behalf of the Owners Corporation.
- (5) An Owner or Occupier must indemnify the Owners Corporation and the Strata Committee against any liability or expense caused or contributed to the installation, maintenance, or use of the enclosure including any damage caused to the enclosure by the Owners Corporation, by its Strata Committee in undertaking any work referred to in **Sections 106 and 122** of the **Management Act** or in exercising the power of entry conferred by **Section 122**.
- (6) An Owner or Occupier must comply, at their own expense, with any requirement of the Local Council or any other authority relating to the enclosures, whether the requirement is addressed to the Owners, Occupier or the Owners Corporation, including a requirement to remove the enclosure.

4.9 Bicycle Parking Racks (Building Works)

- (1) This By-law works in conjunction with and is subject to **By-law 7 - Building Works - General** of the Strata Scheme.
- (2) An Owner of a Car Space Lot shall be entitled to install in that Lot a bicycle parking rack subject to written approval of the Owners Corporation, through its Strata Committee, of the type and style of bicycle parking rack prior to installation and in accordance with the conditions of **By-law 7** and **By-law 4.1(2)**.
- (3) The bicycle parking rack shall be installed in a proper and workman-like manner and in accordance with any directions given by the Owners Corporation, through its Strata Committee.
- (4) The Owner of the Lot shall be responsible for maintaining the bicycle rack and keeping it in a state of good and serviceable repair.
- (5) If the Owner of the Lot no longer requires the bicycle parking rack, the same may be removed but the Owner must repair the Common Property as nearly as possible to its original condition.
- (6) The Owner of the Lot must indemnify the Owners Corporation against any liability or expense arising out of an installation or removal effected pursuant to this **Clause 4.8 (6)**, including liability under **Section 122(6)** of the **Management Act**, for any damage to the improvements installed in the course of the works.

5. Obstruction of Common Property

- (1) An Owner or Occupier must not obstruct the lawful use of Common Property by any person.
- (2) Under the **Uncollected Goods Act 1995** or any superseding legislation, the Owners Corporation, through its Strata Committee, is empowered to dispose of goods left and/or abandoned on Common Property.

6. Damage to Common Property

6.1 General Obligations

Note: This By-law is subject to **Sections 109 and 110** of the **Management Act** and By-laws as applicable.

- (1) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing of the Owners Corporation and any other relevant statutory authority.
- (2) An approval given by the Owners Corporation under **Sub-Clause (1)** hereof cannot authorise any additions to the Common Property.
- (3) An Owner or Occupier shall not, without the approval in writing of the Owners Corporation, through its Strata Committee or agents, remove any Personal Common Property Items from any area of the Common Property in which the same have been placed by or upon the direction or authority of the Owners Corporation and its Strata Committee, and shall take reasonable precautions in relation to the use of such items to ensure that they are not damaged or otherwise rendered unsuitable for their intended use.
- (4) A “**Register of Personal Common Property Items**” shall be kept by the Strata Managing Agent and the Strata Committee shall be responsible for ensuring that the Strata Managing Agent is notified of any updates.

6.2 Window Safety Devices

- (1) An Owner or Occupier must not remove, interfere with or damage a Window Safety Device.
- (2) An Owner or Occupier must ensure that any Window Safety Device installed by the Owners Corporation in the Lot are engaged in the lock position prior to any child under the age of sixteen (16) entering the Lot and must ensure the Window Safety Device remains in the lock position while any child is within the Lot.
- (3) An Owner (or, if the property is let to Tenants, the Owner’s real estate or letting agent) or Occupier must notify the Owners Corporation in writing immediately if a Window Safety Device has been removed, damaged, tampered with or is inoperable.
- (4) If a Window Safety Device is damaged or removed by an Owner or Occupier or their Invitees, the Owner and Occupier will be jointly and severally liable for the costs of repairing or replacing the Window Safety Device and shall indemnify the Owners Corporation from any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to any person or property arising from the Owner or Occupier of the Lot or their Invitees’ damage or removal of the Window Safety Device.
- (5) The Owners Corporation reserves the right to repair or replace the Window Safety Device damaged or removed by an Owner or Occupier or their Invitees, or recover any costs, charges, penalties or fees (including, but not limited to, administration fees) incurred by the Owners Corporation for the Owners or Occupier’s failure to discharge their obligations under this By-law, and may recover any costs, charges, penalties or fees from the Owner as a debt due to the Owners Corporation on demand.

6.3 Damage to lawns and plants on Common Property

An Owner or Occupier of a Lot must not:

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

6.4 Recovery of Costs for Damage to the Common Property

- (1) This By-law provides that the Owners Corporation can recover from the Owner any Loss to the Owners Corporation caused as a result of the Owner or the Occupier or any Invitees causing damage to the Common Property.
- (2) Any Loss may be recovered by the Owners Corporation from the Owner as a debt due to the Owners Corporation on demand.
- (3) The Owners Corporation must provide sufficient evidence, in the form of video footage, photograph or affidavit to the Owner that the damage to the Common Property was caused by the Owner or the Owner's Occupier, or Visitor.
- (4) For the purposes of this By-law, "**Loss**" means any of the following:
 - (a) the cost of repair and/or reinstatement of the Common Property incurred by the Owners Corporation as a result of the Owner or the Owner's Occupier, Tenant or visitor causing damage to the Common Property and or the Owners Corporation's personal property;
 - (b) any clean-up costs incurred by the Owners Corporation as a result of the Owner or the Owner's Occupier, Tenant or visitor causing damage to the Common Property and or the Owners Corporation's personal property;
 - (c) any rubbish removal costs incurred by the Owners Corporation as a result of the Owner or the Owner's Occupier, Tenant or visitor keeping, depositing, storing or dumping any item on the Common Property, where the Owners Corporation have given reasonable notice requesting removal and that Owner or the Owner's Occupier or Tenant does not remove such item;
 - (d) administration costs to the Owners Corporation incurred in managing and resolving any damage or loss caused to the Common Property and or the Owners Corporation's personal property; and
 - (e) any other reasonable costs incurred by the Owners Corporation as a result of the Owner or the Owner's Occupier, Tenant or visitor causing damage to the Common Property and or the Owners Corporation's personal property.

7. Building Works - General

- (1) This By-law is subject to **Sections 109, 110 and 111** of the **Management Act** and By-laws as applicable.
- (2) This By-law had previously been registered as **By-law 5.3 Building Works** and the provisions of that By-law shall remain in force, which have been reiterated in **By-law 7 - Building Works – General**.

7.1 Purpose of By-law

- (1) This By-law is made for purposes of managing, regulating, and controlling the carrying out of Building Works within an Owner's Lot which affects or impacts the Owner's Lot and/or the Common Property, or impacts another Owner or Occupier.
- (2) This By-law puts an Owner on notice as to how Building Works should be performed within a Lot and the Common Property.

- (3) This By-law distinguishes between different types of Building Works, namely Cosmetic Works, Minor Renovations and Major Renovations that have an impact on the Common Property of the scheme as detailed in **Annexure A - Building Works Items List**.

7.2 General Obligations

- (1) Upon making a request by completion of **Annexure B - Building Works Application Form** to carry out Building Works on and in their Lot, and on so much of the Common Property as is necessary, the Owner consents to the terms and conditions imposed under this By-law.
- (2) The Building Works covered under this By-law require written consent as specified under this By-law, which consent (unless specifically stated therein) shall not confer Special Privileges to keep the Building Works on the Common Property, nor confer any rights to exclusive use of the Common Property.
- (3) The Owners Corporation may, at any time, request the removal of an item installed under this By-law (at the Owner's expense) should the Owner not meet the conditions of this By-law, or should the Owners Corporation require use or access to the Common Property affected by the item installed under this By-law.
- (4) The Owner is responsible for ensuring that all debris resulting from the Building Works is immediately removed from Common Property.
- (5) The Owner is responsible for arranging the installation of lift covers provided by the Owners Corporation, prior to the transportation of any large items connected to the Building Works, including carpet, to or from the Lot by completion of **Annexure C - Application to Move Large Objects Within the Building**.
- (6) Any fixtures installed as part of the Building Works covered under this By-law shall become the Owner's fixtures and thereby the Owner's responsibility to maintain.
- (7) Where any Building Works were undertaken by an Owner before this By-law was made, and no By-law has been made in respect of the Building Works undertaken, then any conditions of this By-law concerning repair and maintenance and liability and indemnity will also apply to those Building Works.

7.3 The Application Process

7.3.1 Cosmetic Works

- (1) Where an Owner intends to carry out Cosmetic Works, except where lift covers are required as indicated in **Section 7.2 (5)**, no notice need be given to the Owners Corporation and no consent is required.
- (2) Any Cosmetic Works undertaken by an Owner shall be the Owner's responsibility and the Owner must repair and maintain the Cosmetic Works undertaken as required from time to time.

7.3.2 Minor Renovations

- (1) Where an Owner intends to carry out Minor Renovations within a Lot, the Owner must obtain the prior written approval of the Strata Committee.
- (2) The application for Minor Renovations must be made in writing to both the Strata Managing Agent and the Secretary of the Strata Committee by completion of **Annexure B - Building Works Application Form** prior to such Minor Renovations being approved by the Strata Committee.
- (3) The Strata Committee must, within thirty (30) days from the date the application is presented at a Strata Committee Meeting, approve or reject the application of the Owner.
- (4) The Strata Committee may request clarification, further information and/or

certification, in respect of any Minor Renovations proposed by an Owner under this By-law, and an Owner must provide such information, clarification and/or certification prior to obtaining approval.

- (5) An Owner must not commence any Minor Renovations on their Lot or the Common Property until such information, clarification and/or certification (as may be required by the Strata Committee) is provided and approved.
- (6) Where the Strata Committee rejects the application, it must provide reasons to the Owner in writing.
- (7) If the Strata Committee does not respond to the application within such thirty (30) days, approval is deemed to be granted pursuant to the conditions in this By-law.

7.3.3 Major Renovations and Building Works that Require any Local or Statutory Authority Consent

- (1) Where an Owner intends to carry out Major Renovations within a Lot, or where any Building Works require the written approval from a relevant consent authority under the *Environmental Planning and Assessment Act 1979* and/or any other relevant statutory authority whose requirements apply to performance of the Building Works, a **Common Property Rights By-law for Lot Building Works** must be passed at a General Meeting of the Owners Corporation pursuant **Management Act** (or any subsequent legislation) and must be registered on the Common Property Certificate of Title of the Owners Corporation.
- (2) The Owner must also submit to both the Strata Managing Agent and the Secretary of the Strata Committee a written application by completion of **Annexure B - Building Works Application Form**, noting the requirement for the application to be placed on the Agenda for the next General Meeting or a request that a General Meeting be held to consider the matter, along with the proposed **Common Property Rights By-law for Lot Building Works** for approval of the Owners Corporation. If an architect or other design consultant is involved, the nature and scope of the Building Works will be readily ascertainable from the drawings prepared by that person. A copy of any drawings may be annexed to and form part of the **Common Property Rights By-law for Lot Building Works**.
- (3) A **Building Works Application Form** and the relevant **Common Property Rights By-law for Lot Building Works** drafted therefor shall not be submitted to a General Meeting UNLESS:
 - (a) the form of the **Common Property Rights By-law for Lot Building Works** has been approved by both the Strata Committee and the subject Owner; and
 - (b) the Building Works involved in the proposed Major Renovations have obtained all required approvals from local and statutory authorities.
- (4) The Owner must pay all the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of any **Common Property Rights By-law for Lot Building Works**.
- (5) The Owners Corporation may refuse to execute any document relating to the registration of this By-law or Local Council development application documents until such time as the Owner pays those costs incurred under **Sub-Clause (4)** hereof.

7.4 Building Works Items List

- (1) The Owners Corporation is empowered to create and implement a “**Building Works Items List**” as outlined in **Annexure A – Building Works Items List**, which categorises the different types of Building Works as described in this By-law, which will be authorised pursuant to the conditions in this By-law.
- (2) The Strata Committee may amend this **Building Works Items List** from time to time by ordinary resolution.

7.5 **Lot Register of Building Works**

A “**Lot Register of Building Works**” shall be kept by the Strata Managing Agent and an Owner is responsible for ensuring that the Strata Managing Agent is notified of all Building Works undertaken on a Lot and that all Building Works be included and updated on the Lot Register.

7.6 **Conditions Applicable to all Minor Renovations or Major Renovations**

7.6.1 **Hours of Works**

The Owner must perform the Building Works during the periods (if any) prescribed by the Local Council, or during such other times as may be approved by the Owners Corporation, its Strata Committee, or agents.

7.6.2 **Compliance with Codes and Regulations**

- (1) When performing the Building Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents, and contractors.
- (2) When performing the Building Works, the Owner must ensure compliance with the standards as set out in the **Building Code of Australia (BCA)** or any other standards as required by the Owners Corporation, through its Strata Committee, current at the time the Building Works are undertaken.
- (3) The Owner must ensure that the requirements of the **Design and Building Act** are satisfied prior to any Building Work being performed on the Lot.

7.6.3 **Payment of Bond**

- (1) The Owner shall, prior to commencement of the Building Works, pay a bond amount as may be determined by the Strata Committee from time to time.
- (2) The bond amount shall be determined by the Strata Committee in accordance with the scope of works and cost of works to be undertaken by the Owner.
- (3) The bond may be used by the Owners Corporation for the purpose of remedying for its benefit, or the benefit of an Owner or Occupier of another Lot in the Strata Scheme, a breach on the part of the Owner performing or having performed the Building Works under this By-law. The Owners Corporation may do so without prejudice to any other right that may arise by reason of the breach.
- (4) The Owners Corporation may deduct from the bond any of the following:
 - (a) a non-refundable amount as determined by the Strata Committee towards wear and tear of Common Property;
 - (b) the cost of rectifying any damage to the Common Property or the Owners Corporation's personal property caused by the Building Works; and
 - (c) the cost of cleaning the Common Property if the Owner fails to do so to the reasonable satisfaction of the Owners Corporation.
- (5) The Owners Corporation must pay any residue of the bond to the Owner within fourteen (14) days of notification of completion of the Building Works.

7.7 **General Conditions**

- (1) The Owner must ensure that duly licensed and insured contractors complete the Building Works in a proper and workmanlike manner.
- (2) The Owner must ensure that any party engaged to carry out the Building Works is briefed on requirements as detailed in this By-law.
- (3) Prior to commencing the Building Works, the Owner must provide the Strata Committee with the estimated duration of the Building Works.
- (4) Building Works must be undertaken in such a way as to cause minimum disturbance or

inconvenience to the Lots or their Occupiers and Owners.

- (5) The Owner must keep all areas of the Building outside their Lot clean and tidy throughout the performance of the Building Works.
- (6) The Owner must ensure that no Building materials are stored on Common Property without the permission of the Owners Corporation, through its Strata Committee.
- (7) The Owner must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation, through its Strata Committee.
- (8) Work inside the Lot must only occur when the door between the Lot and the Common Property is completely closed.
- (9) The Owner must ensure that the corridor serving the Lot is protected from dust, noise, and damage for the duration of the Building Works.
- (10) The Owner must clean and repair promptly any soiling or damage caused or contributed to by the Building Works, including damage to the property of the Owners Corporation and the property of the Owner or Occupier of another Lot in the Strata Scheme.

7.8 Owner's Enduring Obligations

7.8.1 Maintenance and Repair

- (1) Where an Owner undertakes any Building Works under this By-law, the Owner must, at the Owner's cost, properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works (or any part of them) as required from time to time.
- (2) If the Owner removes the Building Works or any part of the Building Works undertaken under this By-law, the Owner must, at the Owner's own cost, restore and reinstate the Common Property as close to its original condition as possible.

7.8.2 Liability and Indemnity

- (1) Where an Owner undertakes any Building Works under this By-law, the Owner shall indemnify the Owners Corporation against:
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the Common Property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Building Works;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Building Works;
 - (c) any amount payable by way of increased fire safety compliance or Local Council requirements as a direct result of the Building Works; and
 - (d) liability under **Section 122(6)** of the **Management Act** in respect of the repair of the Common Property attached to the Building Works.
- (2) To the extent that **Section 106(3)** of the **Management Act** is applicable, the Owners Corporation shall have the right to determine if it is inappropriate for the Owners Corporation to maintain, renew, replace, or repair the Building Works performed under this By-law.

7.9 Repair of Damage

- (1) The Owner must, at the Owner's expense, make good any damage to the Common Property caused as a result of the Building Works no matter when such damage may become evident.
- (2) Any loss and damage suffered by the Owners Corporation as a result of making and using the Building Works, including failure to maintain, renew, replace, or repair the Building Works as required under this By-law, may be recovered from the Owner in respect of which the Building Works were effected as a debt due to the Owners Corporation on demand.

7.10 Breach of By-law

The Owners Corporation reserves the right to replace or rectify the Building Works or remediate any loss or damage to the Common Property of the Owners Corporation caused by the Owner's breach of the conditions in this By-law and the Owners Corporation reserves the right to recover from the Owner of such Lot all the costs involved, if that breach is not rectified within thirty (30) days of service of a written notice from the Owners Corporation requiring rectification of that breach.

8. Floor Coverings (Building Works)

- (1) This By-law had previously been registered as **By-law 5.4 (Floor Coverings)** and the provisions of that By-law shall remain in force, which have been reiterated in **By-law 8 – Floor Coverings (Building Works)**.
- (2) This By-law works in conjunction with and is subject to **By-law 7 - Building Works - General** of the Strata Scheme.

8.1 General Obligations

- (1) An Owner must ensure that all floor space (except that comprising a kitchen, laundry, lavatory, bathroom, or any other area tiled at the time of the registration of the Strata Plan) within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.
- (2) Except where lift covers are required as indicated in **Section 7.2 (5)**, the laying of carpet is prescribed as Cosmetic Works and requires no notice or consent.

8.2 Requirements for Changes to Floor Coverings

8.2.1 Floor Covering Performance

The Owner must ensure that any Hard Floor Covering complies with the *minimum impact sound insulation performance rating of five (5) stars* ("5 Star Rating") and any other standards as required by the Owners Corporation, through its Strata Committee, and current at the time the application to change the floor covering is made by the Owner.

8.2.2 Application Process

- (1) An Owner or Occupier must complete **Annexure B - Building Works Application Form** to install a Hard Floor Covering on the Lot, which must include the following details:
 - (a) specifications of the Hard Floor Covering, and location to be installed on the Lot;
 - (b) specifications that the Hard Floor Covering and noise transmission specifications of acoustic underlay meet the AAAC Five (5) Star Rating performance required;
 - (c) Flanking Noise specification detailing expansion allowance between the flooring and the walls and similar areas so as to ensure that there is no direct contact with the flooring to be installed, that skirting is a minimum 5mm higher than flooring, flexible sealant gap filler is used, and that similar allowance be made in similar areas such as door jams;
 - (d) details of the contractor installing the Hard Floor Covering;
 - (e) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged to install the Hard Floor Covering, which must include evidence of public liability cover of not less than \$20,000,000.00 in respect of any claim and note the interests of the Owners Corporation; and
 - (f) any other documents reasonably required by the Owners Corporation.
- (2) The Strata Committee is empowered to create and adopt protocols for approval of applications for changes to the Hard Floor Covering.

8.2.3 Installing the Floor Covering

The Owner must ensure that the Hard Floor Covering is installed in accordance with the specifications approved by the Owners Corporation, through its Strata Committee.

8.2.4 After Installation of the Floor Covering

- (1) The Owner must notify the Owners Corporation that:
 - (a) the installation of the Hard Floor Covering has been completed; and
 - (b) all damage, if any, to the Lot and Common Property caused by the installation of the Hard Floor Covering has been rectified.
- (2) The Owner must deliver to the Owners Corporation the following documents relating to the installation of the Hard Floor Covering:
 - (a) certification by an acoustic consultant that the Hard Floor Covering meets the minimum impact sound insulation performance rating of five (5) stars; and
 - (b) any other document reasonably required by the Owners Corporation.

8.2.5 Owners Corporation's Powers

The Owners Corporation reserves the right to take action against an Owner to replace the Hard Floor Covering or remove and reinstate Hard Floor Covering consistent with the original (at the Owner's cost):

- (a) if the Owner fails to meet the performance specifications as required under **Clause 8.2.1** and fails to provide documents as required under **Clause 8.2.4 (2)** of this By-law;
- (b) if the Owner breaches any of the conditions in this By-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach; or
- (c) if another Owner or Occupier is successful in any claim about noise transmission from the Lot as a result of the installation of the Hard Floor Covering.

9. Pergola Works (Building Works)

This By-law works in conjunction with and is subject to **By-law 7 - Building Works - General** of the Strata Scheme.

9.1 Definitions and Terms Within this By-law

- (1) In this By-law the following terms are defined to mean:
 - (a) **"Owner"** means the Owner(s) for the time being of a Lot on Level 9 and/or Level 10 which has a pergola on its outside terrace; and
 - (b) **"Pergola Works"** means the alterations and additions (including all ancillary structures) undertaken by an Owner to add a roof to that Owner's existing pergola structure.
- (2) Where any terms used in this By-law are defined in the **Management Act**, they will have the same meaning as those words are attributed under the **Management Act**.

9.2 Rights

- (1) Subject to the conditions in **Clause 9.3** of this By-law, the Owner will have a special privilege in respect of the Common Property to perform the Pergola Works and to erect and keep the Pergola Works to and on the Common Property.
- (2) Subject to the conditions in **Clause 9.3** of this By-law, the Owner will have the exclusive use of those parts of the Common Property occupied by the Pergola Works.

9.3 Conditions

9.3.1 Maintenance

- (1) The Owner must properly maintain and keep the Common Property to which the Pergola Works are erected or attached in a state of good and serviceable repair.
- (2) The Owner must properly maintain and keep the Pergola Works in a state of good and serviceable repair and must replace the Pergola Works as required from time to time.

9.3.2 Style and Specifications

The Owner must only install the Pergola Works as defined in the style, type, specifications, materials, and colour as approved by the Strata Committee from time to time.

9.3.3 Documentation

Before commencing the Pergola Works, the Owners must complete **Annexure B - Building Works Application Form** ensuring that the following documents relating to the Pergola Works are attached:

- (a) plans and drawings;
- (b) specifications;
- (c) structural diagrams;
- (d) copies of insurances effected; and
- (e) any other document reasonably required by the Owners Corporation.

9.3.4 Approvals

Before commencing the Pergola Works, the Owners must obtain approval for the performance of the Pergola Works from:

- (a) the Owners Corporation;
- (b) Local Council;
- (c) the relevant consent authority under the *Environmental Planning and Assessment Act 1979 (NSW)*; and
- (d) any other relevant statutory authority whose requirements apply to the Pergola Works.

10. Behaviour of Owners, Occupiers and Invitees

10.1 General Obligations

- (1) An Owner or Occupier, or any Invitee of an Owner or Occupier, when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.
- (2) An Owner or Occupier or any Invitee of an Owner or Occupier must take all reasonable steps to ensure that they do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.
- (3) An Owner or Occupier or any Invitee of an Owner or Occupier must take all reasonable steps to ensure that they do not use or enjoy the Lot, or permit the Lot to be used or enjoyed, in a manner or for a purpose that causes a nuisance or hazard to the Occupier of any other Lot.

10.2 Alcohol

An Owner or Occupier, or their Invitees, must not consume alcohol on Common Property except with the written approval of the Owners Corporation or Building Manager.

10.3 Smoking

- (1) An Owner or Occupier or their Invitees, must not smoke on the Common Property or around the entrances.
- (2) An Owner or Occupier or their Invitees, must not deposit any Smoking litter, including cigarettes, matches or ash, on the Common Property, or around the

entrances.

- (3) An Owner or Occupier or their Invitees, must not throw, or discard Smoking litter, including butts, matches or ash from balconies or windows.
- (4) An Owner or Occupier or their Invitees, must not permit cigarette smoke to escape from the Lot into another Lot such that it is likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the Common Property.

11. Children Playing on Common Property

- (1) Any child for whom an Owner or Occupier is responsible may play on any area of the Common Property that is designated by the Owners Corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) Adult supervision is required in the garden and BBQ area, and play should be passive in nature (i.e., no ball games or sports matches), and must not affect or interrupt the use and enjoyment of any other Owners or Occupier or their Invitees.
- (3) An Owner or Occupier must not permit any child for whom the Owner or Occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on Common Property that is the Car Parking area, pool, gymnasium or other area of possible danger or hazard to children.

12. Depositing Rubbish and Other Material on Common Property

- (1) An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.
- (2) The Owners Corporation is empowered to follow the directions provided in the Act or Regulations in respect of disposal of abandoned goods.
- (3) Where the Owners Corporation can provide evidence, that the abandoned goods belonged to a Lot Owner or a Tenant of an Owner of a Lot, the Owner of a Lot must pay the costs incidental to the Owners Corporation and its servants and agents for having any abandoned goods removed and disposed of (including without limitation strata management fees and legal fees) which are recoverable by the Owners Corporation as a debt due by the Owner of the Lot.

13. Drying of Laundry Items

An Owner or Occupier of a Lot must not, except with consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the Parcel in such a way as to be visible from outside the Lot.

14. Cleaning Windows and Doors

14.1 General Obligation

- (1) Except in the circumstances referred to in **Sub-Clause (2)**, an Owner or Occupier is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property.
- (2) The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

14.2 Owners Corporation's Powers

- (1) The Owners Corporation, in addition to the powers and authorities conferred or imposed upon it by or under the **Management Act** and the By-laws applying to the Strata Scheme (and without limiting the generality of the following), shall have the power and authority to have attachments installed to Common Property to secure the necessary equipment for

the purpose of cleaning windows.

- (2) In accordance with **Sub-Clause (1)** hereof, the Owners Corporation shall have the power and authority to make any modifications to any parts of the Common Property as may be necessary for those installations.
- (3) In accordance with **Sub-Clause (1)** hereof, the Owners Corporation shall have the power and authority to maintain, repair, renew, and replace those installations as required.

14.3 Window Cleaning Program

Notwithstanding **Clause 14.1**, the Owners Corporation by its Strata Committee shall have the power and the duty to clean any windows and window frames in the Building according to a cleaning program established by the Strata Committee which shall be at least one (1) occasion in every period of twelve (12) months, in addition to the duties imposed upon it by the **Management Act** and these By-laws.

15. Use and Storage of Inflammable Liquids, Other Substances, Materials and Devices

15.1 Inflammable Chemical, Liquid or Gas or Other Inflammable Materials

- (1) An Owner or Occupier must not, except with the approval in writing of the Owners Corporation, through its Strata Committee, use or store on a Lot, including any Storage Room(s) attached to the Lot, or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- (2) An Owner or Occupier must not, except with the approval in writing of the Owners Corporation, through its Strata Committee, use or store on the Lot, including any Storage Room(s) attached to the Lot, or on the Common Property any dangerous items, including but not limited to, poisons, radioactive or perishable items or any other items that may endanger others.
- (3) **Sub-Clauses (1) and (2)** hereof shall not apply to chemicals, liquids, gases, or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas, or the material in a fuel tank of a Vehicle or internal combustion engine.
- (4) An Owner or Occupier must ensure that the contents within their Lot, including any Storage Room(s) attached to their Lot, are covered by an insurance policy providing liability for third party property.

15.2 Use of Electric Charged Devices

- (1) An Owner or Occupier, or an Invitee of an Owner or Occupier, must notify the Owners Corporation if charging any Electric Charged Devices on their Lot.
- (2) An Owner or Occupier, or an Invitee of an Owner or Occupier, must only use manufacturer-approved Electric Charged Devices, as non-compliant Electric Charged Devices may pose safety risks.
- (3) An Owner or Occupier, or an Invitee of an Owner or Occupier, must charge any Electric Charged Devices in well-ventilated areas, away from combustible materials.
- (4) An Owner or Occupier, or an Invitee of an Owner or Occupier, must monitor charging of Electric Charged Devices and unplug the Electric Charged Devices once charging is complete.
- (5) Where an Owner or Occupier of a Lot, or an Invitee of an Owner or Occupier, charges Electric Charged Devices in contravention of this By-law, that Owner or Occupier remains liable for any damage to the Lot or Common Property arising out of the charging or use of the Electric Charged Devices, and indemnifies, and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the charging and use of the Electric Charged Devices, including any damage to any person, Lot or Common Property.

16. Moving Large Items On or Through Common Property

16.1 Moving Items, Including Furniture

- (1) An Owner or Occupier must provide notice of at least two (2) days to the Building Manager when moving into or out of the Strata Scheme; or transporting any furniture, large objects, or deliveries to and from their Lot through or on the Common Property by completion of **Annexure C - Application to Move Large Objects Within the Building**.
- (2) Any outgoing Owner or Occupier or incoming Owner or Occupier (including their removalists or other assistants), must not ship any items through the main lobby area, unless the Owners Corporation, through its Strata Committee or agents, has given express consent.
- (3) Large household items and furniture must be moved in and out through the Loading Dock
- (4) The Owners Corporation reserves the right to resolve that furniture, large objects, or deliveries to and from the Lot are to be transported through or on the Common Property (whether in the Building or not) in a specified manner.
- (5) An Owner or Occupier must not arrange for the parking of any removal vans or other Vehicles on the Common Property without the approval of the Building Manager.
- (6) An Owner or Occupier must obtain the written consent of the Building Manager if moving before 8am or after 5pm.
- (7) An Owner or Occupier, when using the lift, must arrange for the installation of lift covers provided by the Owners Corporation, prior to transporting any furniture, other large objects, or deliveries to or from the Lot or on Common Property within the Building.

16.2 Payment of a Bond

- (1) The Owners Corporation may require the Owner to pay a bond, as determined by the Owners Corporation from time to time, prior to transporting any furniture, large objects, or deliveries to and from the Lot through or on the Common Property or prior to moving into the Strata Scheme or moving out of the Strata Scheme.
- (2) The bond may be used by the Owners Corporation for the purpose of remedying, for its benefit, or the benefit of an Owner or Occupier of another Lot in the Strata Scheme, a breach on the part of the Owner or Occupier under the By-laws. The Owners Corporation may do so without prejudice to any other right that may arise by reason of the breach.
- (3) The Owner shall be responsible for any further costs, not covered by the bond, in respect of damage or loss caused by the Owner or their Tenant to the Common Property of the Owners Corporation.

17. Garbage Disposal

- (1) An Owner or Occupier must abide by the rules and regulations governing procedures for garbage disposal and use of the Garbage Chute as displayed within the Garbage Rooms and as determined by the Owners Corporation, through its Strata Committee, from time to time.
- (2) An Owner or Occupier must ensure that garbage is placed into the correct receptacle within the Garbage Room nearest to their Lot such that recyclable material, including glass, is placed in the floor tubs; and non-recyclable material, which has been appropriately packaged, is placed in the Garbage Chute.
- (3) All garbage that is too large or will not comfortably fit in the designated receptacle in the Garbage Room must be taken by the Owner or Occupier to the appropriate large bins located in the Loading Dock, Level 1, Wattle Street Wing.
- (4) An Owner or Occupier must promptly remove any spillages that may occur from transporting garbage from the Lot to the Garbage Room or to the Loading Dock.
- (5) An Owner or Occupier must follow Local Council guidelines for the disposal of bulky household items, including mattresses, furniture, white goods, metals, and/or e-waste.

18. Keeping of Animals

- (1) Notwithstanding any other provision in this By-law, no dog may be kept on a Lot or Common Property other than a dog duly trained and registered as an “assistance animal” as defined by **Section 9** of the **Disability Discrimination Act 1992** of the Commonwealth for which specific consent has been given by the Strata Committee in accordance with this By-law.
- (2) No Owner or Occupier may bring any animal onto a Lot or onto the Common Property without the consent of the Strata Committee given in accordance with this By-law provided, however, that this By-law shall not apply to goldfish or other similar fish in an indoor aquarium.
- (3) No Owner or Occupier shall permit that Owner’s or Occupier’s Invitees to bring an animal into the Building unless the animal is a duly trained or registered “assistance animal” as defined in **Section 9** of the **Disability Discrimination Act 1992** of the Commonwealth, and the Invitee is the person requiring the assistance of such an “assistance animal”.
- (4) An Owner or Occupier shall be required to submit a written request for approval by completion of **Annexure D – Pet Application Form** for each animal intended to be kept on their Lot before bringing any animal (other than a goldfish or other similar fish in an indoor aquarium) onto their Lot or the Common Property.
- (5) If the applicant is a Tenant, written proof of the willingness of the Owner of that Lot to allow the animal into the Lot must be included in the written request for approval.
- (6) The Strata Committee shall have full discretion as to whether an application for consent should be accepted and is empowered to create and adopt protocols for the approval process.
- (7) Where the application for consent concerns an assistance dog, the application must, in addition to the material prescribed in the **Annexure D – Pet Application Form**, provide one of the following to the Owners Corporation as required under **Section 139A** of the **Management Act**:
 - (a) evidence the animal holds an accreditation referred to in the **Disability Discrimination Act 1992** of the Commonwealth, **Section 9(2)(a)** or **(b)**,
 - (b) a statutory declaration verifying the animal has received the training referred to in the **Disability Discrimination Act 1992** of the Commonwealth, **Section 9(2)(c)**,
 - (c) other evidence prescribed by the **Management Regulations**.
- (8) The Strata Committee shall refuse to grant approval for an animal to be kept in the Building if:
 - (a) the animal is not a common household pet; or
 - (b) the nature of the animal is such as to raise the possibility that the animal might affect the amenity of the Building; or
 - (c) the animal is likely to cause inconvenience to the residents of the Building; or
 - (d) the animal is more than likely to put at risk of a pest free environment, via infestation and invasive pests, such as fleas; which, due to the historic nature of Dalgety Square, Strata Plan 57895, its physical structure, including heritage timber floors, ceiling voids between floors and approximately eight (8) kilometres of carpeted corridors; would risk the emergency evacuation of multiple residents to temporary accommodation; or
 - (e) if the applicant refuses or fails to provide all the information requested in **Annexure D – Pet Application Form**; or
 - (f) if the applicant fails to sign **Annexure D – Pet Application Form**; or
 - (g) the animal is declared to be a menacing dog or a dangerous dog under the **Companion Animals Act 1998, Section 34**; or
 - (h) the animal is a restricted dog within the meaning of the **Companion Animals Act**

- 1998, Section 55(1); or**
- (i) if any such approval would result in the number of animals within the Lot exceeding the number of bedrooms within the Lot.
- (9) Where the Strata Committee has given consent pursuant to **Sub-Clause (7)** hereof for a dog to be kept in the Building as an “assistance animal”, such consent shall be for a period of not more than two (2) years from the date of granting such consent, following which the consent will lapse. The Owner of the subject dog may, after a lapsing of such consent, make an application to the Strata Committee for an extension of consent for a further term of two (2) years if evidence as required under **Section 139A** of the **Management Act** is still valid and effective.
- (10) In the circumstances where the Strata Committee has given consent pursuant to **Sub-Clause (7)** hereof for a dog to be kept in the Building as an “assistance animal”, should the person receiving the services of that dog cease to require such services, or no longer resides in the Building, notice shall be given to the Strata Committee accordingly. In that circumstance, the Strata Committee shall have the right to re-consider the earlier consent to the keeping of such dog.
- (11) The Strata Committee must, within thirty (30) days from the date the application is presented at a Strata Committee Meeting, approve or reject the application of the Owner or Occupier.
- (12) A “**Lot Register of Pets**” shall be kept by the Strata Managing Agent and the Owner or Occupier is responsible for ensuring that the Strata Managing Agent is notified within one (1) week of any change in the circumstances of the animal.
- (13) Any Owner or Occupier who has obtained consent from the Strata Committee to maintain an animal in the Building shall ensure compliance with the following:
- (a) the animal must stay within the confines of their Lot, except when entering or existing the Building and, in particular, that the animal does not wander onto another Lot or Common Property;
 - (b) ensure the pet does not cause annoyance, disturbance or nuisance to other owners;
 - (c) the animal must be appropriately and effectively restrained within an appropriate carrier, and clearly under the control of a responsible individual while on Common Property;
 - (d) the animal does not soil any part of the Common Property and that if the animal does soil the Common Property, the Owner or Occupier should immediately remove the same and clean, disinfect, restore the Common Property;
 - (e) the animal must not be left unattended for more than twelve (12) hours and if an absence of a longer period is reasonably to be expected, arrangements must be made for someone to check in on the animal or care for it as necessary; and
 - (f) the Owner or Occupier shall be responsible for any harm or damage caused by the animal.
- (14) Notwithstanding any consent given for the keeping of an animal, the Strata Committee shall have the right at any time to cancel that consent and order that the animal be removed 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, or
 - (b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant, or
 - (c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or
 - (d) the animal repeatedly causes damage to the common property or another lot, or
 - (e) the animal endangers the health of another occupant through infection or infestation, or
 - (f) the animal causes a persistent offensive odour that penetrates another lot or the common property, or
 - (g) for a cat kept on a lot—the owner of the animal fails to comply with an order that is in force under the **Companion Animals Act 1998, Section 31**, 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 the *Companion Animals Act 1998, Section 32A*, or
 - (ii) the animal is declared to be a menacing dog or a dangerous dog under the *Companion Animals Act 1998, Section 34*, or
 - (iii) the animal is a restricted dog within the meaning of the *Companion Animals Act 1998, Section 55(1)*.
- (15) Before ordering the removal of an animal, pursuant to **Sub-Clause (14)** hereof, the Strata Committee may require evidence of repeated and substantiated complaints by neighbours or other Owners regarding the animal to show that it is causing a nuisance or a hazard to other Owners or Occupiers, or that it is unreasonably interfering with the use and enjoyment of other Lots or of the Common Property.
- (16) When a decision is made by the Strata Committee cancelling consent in respect of an animal and ordering its removal, then notice of that decision in writing must be given to the person who owns the animal and (if applicable) to the Owner of the Lot where the animal is kept.
- (17) If an Owner of an animal believes that a decision to cancel consent in respect of an animal and to order its removal is wrongly based, the Owner of the animal shall have the right to request mediation with the Strata Committee to discuss its decision before making any application to the Tribunal in accordance with the law.
- (18) Where an Owner or Occupier has been given consent to keep an animal within the Lot, the Owner or Occupier shall indemnify the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, pest infestation, loss, or damage to the Common Property, to other property or person to the extent that such injury, pest infestation, loss or damage arises from or in relation to said animal. The Owner or Occupier will be responsible for all costs, including, but not limited to, pest control and accommodation if Owners or Occupiers of surrounding and/or adjoining Lots are affected in any way, including, but not limited to, having to be vacated to deal with pest infestation transmission.

19. Appearance of Lot

19.1 General Obligations of an Owner Or Occupier

- (1) An Owner or Occupier must not, without the written consent of the Owners Corporation, through its Strata Committee, maintain within the Lot anything visible from the outside of the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building.
- (2) The Owner or Occupier shall maintain the Lot in a clean and tidy condition and free of vermin and, without limiting the generality of this By-law, shall clean the filters of any range hood installed in the Lot of grease at least every three (3) months.
- (3) For the purpose of inspecting the Lot, the Owners Corporation may, by its agents, servants or contractors, enter the Lot at any reasonable time on notice given to any Occupier of the Lot.
- (4) An Owner or Occupier must not, without the prior written approval of the Owners Corporation, store on a balcony or terrace any items, other than: outdoor furniture, a barbeque, or plants within pots on saucers or self-watering bases.
- (5) An Owner or Occupier must take all reasonable steps to ensure that balconies and/or terraces are not overloaded.

19.2 Recovery of Costs for Failure to Comply

- (1) The Owners Corporation may recover from an Owner the cost of inspection by the Owners Corporation, its agents, employees, or contractors, caused by the Owner, or the Owner's Tenant, failure to provide access to the Lot for the purpose of complying with **Section 122** of the **Management Act**.
- (2) The cost for failed inspections as specified under **Clause 19.2(1)** above, and any fines incurred by the Owners Corporation, will be a debt due to the Owners Corporation on

demand, and will be divided between all Owners that:

- (a) fail to provide access to an authorised person; or
 - (b) the actions of the Owner or their Tenant, has caused fines to be incurred by the Owners Corporation.
- (3) An Owner will be liable for any costs (legal and/or any other costs) incurred by the Owners Corporation for defending any prosecution for an offence under **Section 118, 122** and **Part 11** of the **Management Act** occasioned by the Owner or the Owner's Tenant, for a failure to provide access to a person authorised to carry out an inspection required to exercise the Owners Corporation function under the **Management Act** and any other applicable laws.

20. Change in Use of Lot

20.1 General Obligation

An Occupier must notify the Owners Corporation if the Occupier has changed the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes).

20.2 Short Term Accommodation and Overcrowding

- (1) An Owner or Occupier must ensure that the Lot is not used for any purpose that is prohibited by law.
- (2) An Owner or Occupier shall only use and carry out activities on the Lot for which consent has been granted by the Local Council, or State Authority, and is compliant with all relevant Acts and/or regulations.
- (3) Unless permitted with the consent of the Local Council, a Residential Lot must only be used for Residential Accommodation as approved by the Local Council and an Owner or Occupier must:
 - (a) not use that Lot, for the purpose of Tourist or Visitor Accommodation;
 - (b) ensure that any Tenant of that Lot is subject to a residential tenancy agreement with an initial term for that Tenant of at least three (3) months;
 - (c) not advertise or solicit, or permit or authorise any agent, servant, or contractor to advertise or solicit for Tourist or Visitor Accommodation of less than three (3) months; and
 - (d) not end a residential tenancy agreement less than three (3) months into its term without lawful justification for doing so.
- (4) An Owner or Occupier must notify the Owners Corporation of any change in use of Lot approved by the Local Council for any type of Tourist or Visitor Accommodation or holiday letting and provide a written copy of the Development Consent which provides consent to the Lot being used as Tourist or Visitor Accommodation.
- (5) The Owner or Occupier must ensure that the number of persons who reside in the Lot, and sleep overnight in the Lot for more than four (4) consecutive nights, does not exceed twice the number of Bedrooms in the Lot, meaning:
 - (a) in a one (1) Bedroom Lot not more than two (2) adults may reside;
 - (b) in a two (2) Bedroom Lot not more than four (4) adults may reside; and
 - (c) in a three (3) Bedroom Lot not more than six (6) adults may reside.
- (6) In this By-law, "**Bedroom**" is a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval and includes any other room prescribed by the **Management Regulations** as a bedroom for the purposes of this section. A bedroom does not include a lounge room, dining room, family room, rumpus room, bathroom, kitchen, laundry, balcony, courtyard, or terrace area (whether or not enclosed).
- (7) If a Lot is let, the Owner ("lessor") must take all reasonable action under the lease or tenancy agreement and relevant laws to restrain any breach of the By-laws or other laws by the Occupier of that Lot.

- (8) If an Owner or Occupier fails to comply with the terms of this By-law and, therefore, the Local Council issues an Order or commences proceedings under the ***Environmental Planning and Assessment Act 1979 (NSW)*** in relation to that Lot, the Owner or Occupier must indemnify the Owners Corporation for its costs of defending such an action and any penalty imposed.
- (9) Further, if an Owner or Occupier fails to comply with this By-law or any Development Consent or planning law, the Owners Corporation, through its Strata Committee, at its sole discretion, may do all things necessary to enforce the terms of this By-law, or any relevant Development Consent or planning law requirement, including but not limited to:
 - (a) assisting the Local Council in any legal proceedings; and/or
 - (b) commencing and prosecuting any action before any Court or Tribunal of competent jurisdiction.
- (10) The Owner or Occupier must indemnify the Owners Corporation with respect to any expenses reasonably incurred by the Owners Corporation in relation to any proceedings referred to in **Sub-Clauses (8) and (9)** hereof.

21. Noticeboard

The Owners Corporation must cause a notice board to be affixed to some part of the Common Property.

22. Service of Documents

- (1) Each Owner or Occupier not in occupation therein shall notify, in writing, to the Secretary of the Owners Corporation an address for service, failing which the posting of all notices to the Lot or the leaving of the same in the letter box for the Lot shall, for all purposes, constitute effective service on the Owner or Occupier.
- (2) A document or notice may be served by the Owners Corporation, its Secretary or any member of the Strata Committee on the Owner or Occupier by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address.
- (3) Where an Owner or Occupier does not have an email address, the Owners Corporation must provide notices or other correspondence via postal service to the address for service nominated by the Owner or Occupier.
- (4) Where an Owner or Occupier has an email address but does not elect to receive notices and documents via electronic means, the Owners Corporation is empowered to recover the cost of service of the notices and documents by other means from that Owner or Occupier.
- (5) A notice or document served on an Owner or Occupier by email in accordance with this By-law is deemed to have been served when transmitted by the sender, provided that the sender does not receive an electronic notification of unsuccessful transmission (i.e., bounce back or undelivered message) within twenty-four (24) hours.
- (6) An Owner or Occupier is responsible for keeping the Strata Managing Agent informed of their current email address.
- (7) An Owner or Occupier who provides an email address will no longer receive mailed copies of a document or notice, unless required pursuant to the **Management Act**.
- (8) The Owners Corporation, through its Strata Committee, is empowered to send notices and correspondence in accordance with the voting procedure adopted by the Owners Corporation at a general meeting pursuant to the **Management Act**.

23. Preservation of Fire Safety

23.1 General Requirement

An Owner or Occupier must not do anything or permit any Invitees of the Owner or Occupier to

do anything on the Lot or Common Property that is likely to affect the operation of Fire Safety Devices in the Lot or to reduce the level of fire safety in the Building.

23.2 Compliance with Fire Controls

- (1) An Owner or Occupier must comply with laws about fire safety.
- (2) An Owner or Occupier must not keep flammable materials on Common Property.
- (3) An Owner or Occupier must not interfere with fire safety equipment.
- (4) An Owner or Occupier must not obstruct fire stairs or fire escapes.

23.3 Fire Safety Inspection

- (1) The Owners Corporation may recover from any Owner all fines incurred for failing to provide an Annual Fire Safety Statement under the *Environmental Planning and Assessment Regulations 2000* occasioned by the Owner for a failure to provide access to a person authorised to carry out an inspection under the *Environmental Planning and Assessment Act 1979*.
- (2) The fines incurred by the Owners Corporation as referred to in **Sub-Clause (1)** hereof will be a debt due to the Owners Corporation on demand, and will be divided between all Owners that:
 - (a) fail to provide access to an authorised person; or
 - (b) the actions of the Owner(s) or their Occupier(s), have caused fines to be incurred by the Owners Corporation.
- (3) An Owner will be liable for any costs (legal and/or any other costs) incurred by the Owners Corporation for defending any prosecution for an offence under the **Management Act** occasioned by the Owner(s) or the Occupier(s), for a failure to provide access to a person authorised to carry out an inspection required to exercise the Owners Corporation function under the **Management Act** and any other applicable laws.

23.4 False Fire Alarm Fees

The Owners Corporation may recover from any Owner or Occupier, as a debt due to the Owners Corporation on demand, any chargeable false alarm fees imposed by the Commissioner under the *Fire Brigades Regulation 2008* occasioned by an Owner or Occupier.

24. Security

24.1 General Obligation

An Owner or Occupier must not do anything or permit any Invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to reduce the level of security in the Building.

24.2 Owners Corporation's Powers

- (1) The Owners Corporation, in addition to the powers and authorities conferred on it by or under the *Strata Titles Act 1973*, the *Strata Schemes Management Act 1996* and **Management Act** as amended, and these By-laws, has the power and authority to appoint and enter into an agreement with a security company ("the company") or a Building Manager for the provision of security services to any Buildings and Common Property, such contract to provide for:
 - (a) the security and supervision of the Common Property and any personal property vested in the Owners Corporation; and
 - (b) anything else, which the Owners Corporation agrees, is necessary or desirable having regard to the operational and management requirements of the Owners Corporation.

- (2) At the expiration or early determination of the agreement, the Owners Corporation may enter into a further agreement with the same or a new security company pursuant to these By-laws.

24.3 Lot Alarm System

Should an Owner or Occupier seek to install an alarm system in their Lot by completion of **Annexure B – Building Works Application Form**, such an alarm system must be a back-to-base silent alarm and must not emit any noise or light from the Lot or any part of the Building.

24.4 Issue and/or Replacement of Access Devices

- (1) Access Devices are issued to the Owner of a Residential Lot in accordance with the number of bedrooms in each Lot, with one (1) bedroom Lots receiving two (2) keys and fobs; two (2) bedroom Lots receiving four (4) keys and fobs; and three (3) bedroom Lots receiving four (4) keys and fobs and one remote fob.
- (2) Access Devices are issued for a non-refundable charge to the Owner of a Commercial Lot based on the number of staff employed in the Lot, up to a maximum of ten (10) devices.
- (3) An Owner may request Access Devices in addition to their entitlement as set out in **Sub-Clause (1) and (2)** hereof by applying in writing to the Strata Committee, noting that such requests will only be approved in extenuating circumstances.
- (4) Where an Owner requests a replacement fob, such replacement will only be issued once the lost, missing, or damaged fob is removed from the Security System and deregistered.
- (5) The Owners Corporation, in addition to the powers and authorities conferred or imposed upon it by or under the **Management Act** and the By-laws applying to the Strata Scheme (and without limiting the generality of the following), shall have the power and authority to undertake an audit of the Access Devices from time to time as determined by the Strata Committee provided that an audit is conducted at least once every five years.
- (6) The Owners Corporation, in addition to the powers and authorities conferred or imposed upon it by or under the **Management Act** and the By-laws applying to the Strata Scheme (and without limiting the generality of the following), shall have the power and authority to impose non-refundable charges that may be introduced from time to time as determined by the Strata Committee, on an Owner for the issue and/or replacement of Access Devices over and above those allocated to each Lot.
- (7) The Owners Corporation, in addition to the powers and authorities conferred or imposed upon it by or under the **Management Act** and the By-laws applying to the Strata Scheme (and without limiting the generality of the following), shall have the power and authority to deregister any Access Device due to improper use of said Access Device.

24.5 Owner's Security Obligations

- (1) An Owner or Occupier must exercise a high degree of caution and responsibility in making Access Devices available for use by other persons.
- (2) An Owner or Occupier must take all reasonable steps to ensure any Access Devices are not lost and immediately notify the Building Manager of the Owners Corporation if any Access Devices are lost, stolen or damaged.
- (3) An Owner or Occupier must not provide access to the Building to any unknown persons.
- (4) An Owner or Occupier must not obstruct, block or prop open any security door or fire exit door on the Building.

24.6 Lift Security System

The Owners Corporation, in addition to the powers and authorities conferred or imposed upon it by or under the **Management Act** and the By-laws applying to the Strata Scheme (and without limiting the generality of the following), shall have the power and authority to undertake and effect the following:

- (a) to have installed a restricted Security System to eight (8) lifts for the purpose of securing the Building;
- (b) to make any modifications to any parts of the Common Property as may be necessary for those installations; and
- (c) to maintain repair, renew and replace those installations as required.

25. Common Property Facilities

25.1 General Obligation

Any Owner who is not an Occupier, shall not be entitled to use any of the facilities of the Owners Corporation.

25.2 Lift

The Owner or Occupier shall not convey nor allow the conveyance in the lift of any object likely to damage or dirty the interior of the lift.

25.3 Roof Area

- (1) The Owner or Occupier must not access the Roof Area without the express permission of the Owners Corporation, through its Strata Committee or agents.
- (2) Only authorised personnel with appropriate safety equipment and training are authorised to access the Roof Area of the Building.

25.4 Recreation Areas

- (1) An Owner or Occupier shall not use, nor allow the use of, the Recreation Areas between the hours of 11pm and 5am or such hours as may be determined by the Strata Committee from time to time.
- (2) An Owner or Occupier shall not allow the use of the Recreation Areas by their Invitees except when accompanied by the Owner or Occupier.
- (3) When using the Recreation Areas, an Owner or Occupier, or their Invitees, must abide by the rules and regulations governing behaviour as displayed and as determined by the Owners Corporation, through its Strata Committee, from time to time.
- (4) When using the Recreation Areas, an Owner or Occupier, or their Invitees, must conduct themselves in a manner which will not cause harm or discomfort to any other user.
- (5) Single groups shall not monopolise a particular area of the Recreation Areas and thereby limit its use by or intimidate other Owners and Occupiers.
- (6) An Owner, Occupier or their Invitee must not use any Recreation Areas for a commercial purpose, such as, but not limited to, conducting swimming lessons or gym training or physiotherapy services for non-residents and Invitees in the Building.
- (7) An Owner or Occupier may engage a qualified instructor for lessons for themselves or their children in the Recreation Areas with the consent of the Strata Committee, and that Owner or Occupier must ensure that the instructor is adequately licensed and insured.
- (8) An Owner or Occupier shall promptly comply with a request from the Strata Committee to provide written evidence of the qualified instructor's qualification and insurance details.
- (9) The Owners Corporation shall be indemnified from any liability, injury or loss from an Owner or Occupier's engagement of a qualified instructor and their use of any such Recreation Areas.

- (10) An Owner, Occupier and their Invitees must dry down after using the pool facilities and ensure not to traverse over the Common Property while wet. The Owners Corporation may place signage on the Common Property warning of slip hazards which Owners, Occupiers and Invitees must abide.
- (11) The Owners Corporation assumes no liability for injuries or damages arising from the results of the use of any of the Recreation Areas unless it is due to wilful or gross negligence on the part of the Owners Corporation. All activities present certain inherent risks and hazards which the participant assumes.

25.5 Facilities or Equipment Within Lots

- (1) The Owner shall maintain any facilities or equipment, including, but not limited to, air conditioning units, range hoods, smoke alarms and ventilation ducts, that are within the Lot and do not form part of the Common Property, in a state of good and serviceable repair, and, for this purpose, shall renew or replace them, subject to obtaining any relevant approvals, whenever necessary.
- (2) Without limiting the generality of this By-law, the Owner shall have any such facilities or equipment regularly serviced by a duly qualified contractor and the filters of any such facilities or equipment cleaned at least once a quarter.

26. Provision of Amenities or Services

- (1) The Owners Corporation may, by special resolution, or through its Strata Committee, when and if appropriate, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
 - (a) maintenance of air-conditioning facilities or equipment;
 - (b) maintenance of smoke alarms;
 - (c) window cleaning;
 - (d) garbage disposal and recycling services;
 - (e) electricity, water or gas supply;
 - (f) telecommunication services (for example, cable television and NBN); and
 - (g) intercom and Building management systems.
- (2) If the Owners Corporation makes a resolution referred to in **Sub-Clause (1)** hereof to provide an amenity or service to a Lot or to the Owner or Occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

27. Maintenance and Replacement Program

The Owners Corporation, in addition to the powers and authorities conferred on it by or under the **Management Act** as amended and these By-laws, shall, by its Strata Committee, have the power and duty to undertake a maintenance and replacement program established by the Strata Committee.

28. Commercial Lots

28.1 Use of Commercial Lots

- (1) The Owners Corporation must grant consent to the use of any of the Commercial Lots on the Strata Plan provided that the proposed use is lawful, and all relevant statutory approvals have been obtained.
- (2) The Owners Corporation must sign and execute all documents that are reasonably required by an Owner of a Commercial Lot to give full effect to this By-law.

28.2 Commercial Signage

- (1) All Commercial Signage in the Building must be of identical size and dimensions as approved by the Owners Corporation and must comply with all Local Council policies and regulations.
- (2) The Owners Corporation shall have the right to remove any Commercial Signage that does not comply with this By-law.

28.3 Commercial Lease/Sale Signs

- (1) The Owner or Occupier of a Commercial Lot shall be entitled to place one (1) sign only advertising the availability of the Commercial Lot for lease or sale.
- (2) Should a registered Owner or Occupier of a Commercial Lot breach this By-law, the Owners Corporation shall be entitled to seek to impose a penalty through the Tribunal not exceeding \$5,000.

29. Building Manager

29.1 Real Estate Agency

No registered Owner in the Owners Corporation, other than the Building Manager, shall be entitled to operate or lease their property for use as a real estate agency.

29.2 Building Manager and Letting Agreements

- (1) In addition to its powers under the **Management Act**, the Owners Corporation has the power to appoint and enter into an agreement with a Building Manager to provide management, leasing, security, cleaning, and operational services for the Building.
- (2) The Building Manager's duties may include:
 - (a) caretaking, supervising and servicing the Common Property to a standard consistent with the use of Lots in the scheme as high-class residential apartments;
 - (b) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property and any personal property vested in the Owners Corporation;
 - (c) providing services to the Owners Corporation, Owners and Occupiers, including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service;
 - (d) providing a letting, property management and sales service;
 - (e) supervising Owners Corporation employees and contractors;
 - (f) providing security services to the Owners Corporation;
 - (g) providing cleaning, pool cleaning and gardening services to the Owners Corporation;
 - (h) supervising the Strata Scheme generally; and
 - (i) anything else that the Owners Corporation agrees is necessary for the operation and management of the Strata Scheme.
- (3) The Building Manager must comply with instructions from the Owners Corporation, through its Strata Committee, about performing its duties.
- (4) The Owners Corporation must not, without the written consent of the Building Manager, enter into more than one (1) agreement under this By-law at any one (1) time, or revoke this By-law without the written consent of the Building Manager.
- (5) Any agreement entered into by the Owners Corporation pursuant to **Sub-Clause (1)** hereof will provide for the payment by the Owners Corporation to the Building Manager of remuneration, fees or other consideration for providing the services and undertaking the duties in **Sub-Clause (2)** hereof.
- (6) The Building Manager may, at the Building Manager's expense, erect or procure the erection of all reasonable signs in or about the Common Property for the purpose of promoting the letting, property management and sales service of the Building Manager, subject to the consent of the Owners Corporation, which will not be unreasonably withheld.

29.3 Building Manager's Duties and Rights

- (1) An Owner or Occupier must not interfere with or obstruct the Building Manager from performing the Building Manager's duties under the agreement made in accordance with the By-laws.
- (2) An Owner or Occupier must not interfere with or obstruct the Building Manager from using any part of the Common Property designated by the Owners Corporation for use by

the Building Manager.

29.4 Agency Restrictions

- (1) Except for Lots 164 and 318, the Owner or Occupier of any Lot must not on any Lot or the Common Property, except with the written consent of the Owner of Lots 164 and 318, conduct or participate in the conduct of the business of a letting agent or the business of a pooled rent agency or the business of on-site caretaker.
- (2) Except for Lots 164 and 318, the Owner or Occupier of any Lot must not on any Lot or the Common Property, except with the written consent of the Owner of Lots 164 and 318, conduct or participate in any other business activity that is:
 - (a) an activity identical or substantially identical with any to the services relating to the management, control and administration of the Lot referred to in **By-law 29** and/or any agreement;
 - (b) an activity identical or substantially identical with any of the services provided to Owner(s) or Occupier(s) of Lots referred to in **By-law 29** and/or agreement; and/or
 - (c) an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in **By-law 29** and/or any agreement.

30. Interest on Overdue Levies

Pursuant to **Section 85(1)** of the **Management Act** as amended, interest on any outstanding levies due from a registered proprietor must be charged at the official commercial Bill Indicator Lending Rate plus 10%.

31. Breach of By-laws

To regulate the procedure involved when a unit Owner or Occupier has committed a breach of a By-law, that the following procedure shall be followed:

- (a) THAT upon being satisfied that a breach of By-law has occurred the Strata Committee may either:
 - (i) serve a breach of By-law notice upon the subject unit Owner or Occupier in accordance with **Section 146(1)** of the **Strata Schemes Management Act 2015** requiring that the relevant By-law be complied with and the breach be rectified, or
 - (ii) direct the Strata Managing Agent of the Owners Corporation to issue such a breach of By-law notice to the subject Owner or Occupier on its behalf.
- (b) THAT the Strata Managing Agent of the Owners Corporation have delegated to it in accordance with **Section 146(3)** of the **Strata Schemes Management Act 2015** the power to issue such a breach of By-law notice when directed so to do by the Strata Committee;
- (c) AND THAT where circumstances indicate that such a breach of By-law notice needs urgently to be issued such direction may be given to the Strata Managing Agent jointly by the Chairman, Secretary and Treasurer for the time being of the Strata Committee.

32. Exclusive Use of Storage Area (Lot 144)

The proprietor of Lot 144 shall be entitled to the right of exclusive use and enjoyment of the allocated Common Property storage area on level 2 of Dalgety Square on the basis that the proprietor shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair, of such part of the Common Property.

33. Exclusive Use of Storage Area (Lot 186)

The proprietor of Lot 186 shall be entitled to the right of exclusive use and enjoyment of the allocated Common Property storage area on Level 2 of Dalgety Square on the basis that the proprietor shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair, of such part of the Common Property.

34. Lot 74 & 77 Works – Bathroom Renovation

A. Purpose of By-law

- (1) This Common Property Rights By-law confers on the Owner Special Privileges to perform Works on their Lot and so much of the Common Property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Works undertaken in accordance with the conditions in this Common Property Rights By-law and the provision of By-law 5.3 (Building Works) registered and applicable to all Lot Owners on the scheme.

B. Defined Terms and Interpretation

- (2) “**Act**” is the *Strata Schemes Management Act 2015*.
- (3) “**Lot**” is Lot 74 & 77 respectively on the Strata Scheme.
- (4) “**Owner**” means the Owner or Owners of each respective Lot from time to time on Strata Plan no.57895.
- (5) “**Cosmetic Works**” means aesthetic works as defined in section 109 of the Act and as specified in By-law 5.3 (Building Works).
- (6) “**Minor Renovations**” means work items as defined in section 110 of the Act, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and as specified in By-law 5.3 (Building Works)
- (7) “**Special Privileges**” means the privilege to alter and add to the Common Property by performing Works that affect the Common Property, which include Cosmetic Works and/or Minor Renovations.
- (8) “**Works**” means the alterations and additions, including Minor Renovations, performed by the Owner of each respective Lot (at the Owner’s expense and to remain the Owner’s fixture) to renovate the bathroom on each respective Lot as detailed below:

Lot 74

- (a) Removing the existing bathroom floor tiles, wall tiles, fixtures fittings and accessories, including removing existing bathtub to allow for new walk-in shower
- (b) Undertaking plumbing works to relocate shower, delete bath and relocate toilet to existing shower location. This is subject to existing drainage being able to be redirected to those locations. No structural plumbing works proposed. To use existing drainage and plumbing.
- (c) Replacing bathroom wall lining with new villaboard and laying compressed fibro to the bathroom floor
- (d) Waterproofing bathroom floor and walls to Australian Standards, including screeding floors with sand and cement
- (e) Retiling bathroom floors and walls, grouting and applying silicone to the corners
- (f) Installing new bathroom fixtures fittings and accessories, including toilet, vanity, shower set, tapware, and shower screen.
- (g) Roughing in water and waste for new laundry area, including fitting off laundry sink, taps and connect washing machine

Lot 77

- (a) Removing the existing bathroom floor tiles, wall tiles, fixtures fittings and accessories, including removing existing bathtub to allow for new walk-in shower
- (b) Replacing bathroom wall lining with new villaboard

- (c) Waterproofing bathroom floor and walls to Australian Standards, including screeding floors
 - (d) Retiling bathroom floors and walls (to ceiling), grouting and applying silicone
 - (e) Installing new bathroom fixtures fittings and accessories, including toilet, vanity, shower set, tapware, and 1.2m shower screen.
 - (f) Retiling entry with large format tiles, including grouting as required.
- (9) In this Common Property Rights By-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this Common Property Rights By-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (10) This Common Property Rights By-law applies in conjunction with any existing relevant By-laws of the scheme, however to the extent of any inconsistency with the existing registered By-laws, this Common Property Rights By-law prevails.

C. Grant of Special Privileges

- (11) On the conditions set out in this Common Property Rights By-law and the conditions specified in By-law 5.3 (Building Works), the Owners Corporation provides its consent for the Special Privileges granted to the Owner.
- (12) The Owner must comply with all conditions applicable in By-law 5.3 (Building Works) with respect of the Works undertaken under this By-law, including, but not limited to, the provisions in respect of the Hours of Works, Compliance with Codes, General Conditions, Owner's Enduring Obligations and Breach of By-law.
- (13) If required by the Owners Corporation, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents:
- (a) a certificate from a waterproofing expert approved by the Owners Corporation, providing a warranty for the waterproofing works undertaken, such certification to be in favour of the Owners Corporation.
 - (b) any other document reasonably required by the Owners Corporation in respect of the Works to be undertaken.
- (14) No matter if By-law 5.3 (Building Works) is repealed or amended, the Owner shall always remain responsible for the cost of installing, repairing, maintaining and replacing (when necessary) the Works undertaken pursuant to this By-law.
- (15) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the Common Property of the Owners Corporation caused by the Owner's breach of the conditions in this Common Property Rights By-law and/or By-law 5.3 (Building Works), if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

35. Lot 84 Works

A. Purpose of By-law

- (1) This Common Property Rights By-law confers on the Owner Special Privileges to perform Works on

their Lot and so much of the Common Property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Works undertaken in accordance with the conditions in this Common Property Rights By-law and the provision of By-law 5.3 (Building Works) registered and applicable to all Lot Owners on the scheme.

B. Defined Terms and Interpretation

- (2) “**Act**” means the *Strata Schemes Management Act 2015*.
- (3) “**Major Renovations**” means works that involve structural changes, work that changes the external appearance of a Lot, work involving waterproofing, or work for which consent, or another approval is required under any other Act or the law, and as specified in By-law 5.3 (Building Works).
- (4) “**Minor Renovations**” means work items as defined in section 110 of the Act, under Regulation 28 of the *Strata Schemes Management Regulation 2016* and as specified in By-law 5.3 (Building Works).
- (5) “**Lot**” means Lot 84 in Strata Plan No.57895.
- (6) “**Owner**” means the Owner or Owners from time to time (present and future) of the Lot.
- (7) “**Special Privileges**” means the privilege to alter and add to the Common Property by performing Works that affect the Common Property.
- (8) “**Works**” means the alterations and additions, in or to the Owner’s Lot and the Common Property, including Major Renovations and Minor Renovations, performed by the Owner (at the Owner’s expense and to remain the Owner’s fixture) as detailed below:

i. Bathroom

- (a) Demolish existing bathroom on the Lot, including removal of floor tiles, wall tiles, fixtures, fittings, and accessories, including shower screen, under basin vanity unit, tapware, wash basin.
- (b) Undertake plumbing works to create trench for strip drain, install plumbing and pipework to suite new strip drain and relocate plumbing/pipework to suit new wash basin. Core drilling not required. To use existing drainage point.
- (c) Undertake carpentry works to create new shower recess
- (d) Waterproof bathroom to Australian Standards
- (e) Re-tile floor and walls as required
- (f) Install 1:8 threshold ramp at doorway per AS 1428.1 - 2009
- (g) Install new bathroom fixtures, fittings, and accessories, including strip drain, shower grab rail, handheld shower, weighted curtain or glass shower screen, wheelchair accessible wash basin and re-install tapware.

ii. Balcony

- (a) Install a removable floating deck on the balcony of the Lot to level with the floor in the Living/dining room
- (b) Install 10mm Perspex safety screen to 1m above FFL of deck and railing above that safety screen, as per Australian Standards and the Owners Corporation’s requirements, and to be installed using silicone sealant and channels.

iii. Flooring

- (a) Remove carpet and underlay in bedroom, hallway, lounge room and dining area

- (b) Remove skirting boards on the Lot
- (c) Install soundproofing acoustic underlay to Owners Corporation's requirements as specified in *By-law 5.4 (Floor Covering)*
- (d) Install timber flooring in bedroom, hallway, lounge room and dining area
- (e) Re-install skirting boards

iv. Front Door Automation

- (a) Undertake electrical works to install power supply for front door automation system
 - (b) Install automation system for existing front door of the Lot to Fire Safety Code and Australian Standards
- (9) In this Common Property Rights By-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this Common Property Rights By-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (10) This Common Property Rights By-law applies in conjunction with any existing relevant By-laws of the scheme, specifically By-law 5.3 (Building Works) and By-law 5.4 (Floor Coverings), however to the extent of any inconsistency with the existing registered By-laws applicable to Strata Plan No.57895 and this By-law, the provisions of this By-law shall prevail.
- (11) This Common Property Rights By-law shall not be amended, added to, or repealed except with the consent in writing of the Owner.

C. Grant of Special Privileges

- (12) On the conditions set out in this Common Property Rights By-law and the conditions specified in By-law 5.3 (Building Works), the Owner shall have a special privilege to carry out the Works to and on the Common Property.
- (13) The Owner must, at the Owner's cost, prior to commencing the Works, submit to the Strata Committee of Owners Corporation for the Strata Committee's approval any documents reasonably required by the Owners Corporation relating to the performance of the Works, including but not limited to:
- (a) further specifications of the Works and all completed plans for the Works;
 - (b) the signed Owner's consent form for this By-law in respect of the Works;
 - (c) licence details of all contractors performing the Works;
 - (d) a copy of all certificates of insurances of the Owner's contractor for Contractor's All Risk insurance with public liability in the sum of \$10,000,000.00, home warranty insurance under the *Home Building Act 1989*, where applicable, and workers' compensation insurance; and
 - (e) any other documents reasonably required in respect of the Works under this By-law.
- (14) The Owner must ensure that the Works are in keeping with the appearance of the Strata Scheme, aspect, amenity, and other balconies in the Strata Scheme, and must consult with the Strata Committee in respect of final colours, materials and method of installation used for the Works for

the Strata Committee's approval.

- (15) The Owner must comply with all conditions applicable in By-law 5.3 (Building Works) with respect of the Works undertaken under this By-law, including, but not limited to, the provisions in respect of the Hours of Works, Compliance with Codes, General Conditions, Owner's Enduring Obligations and Breach of By-law.
- (16) The Owner must, if required by law, obtain, and provide to the Owners Corporation, written approval for the Works from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* and any other relevant statutory authority whose requirements apply to performance of the Works.
- (17) The Owner must ensure that the design for any structural works forming part of the Works is certified in accordance with the *Design and Building Practitioners Act 2020* (where applicable).
- (18) The Owners Corporation's Building Manager or a nominated member of the Strata Committee is empowered to inspect the Works upon commencement, during and after completion, to ensure that the Works have been completed as approved by the Owners Corporation.
- (19) The Owner acknowledges and agrees that the Owners Corporation is not liable for any loss or damage suffered by the Owner, or any other person caused by or arising out of the failure of the Owner or its consultant or contractor to comply with the *Design and Building Practitioners Act 2020*.
- (20) If required by the Owners Corporation, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents:
 - (a) a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications, and including a certificate from the licensed and insured contractor who installed the waterproofing membranes as part of the Works certifying the waterproofing membranes have been installed in accordance with all relevant NCC requirements, Australian Standards and laws.
 - (b) any other document reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot.
- (21) No matter if By-law 5.3 (Building Works) is repealed or amended, the Owner shall always remain responsible for the cost of installing, repairing, maintaining, and replacing (when necessary) the Works undertaken pursuant to this By-law.
- (22) The Owner must, at the Owner's expense:
 - (a) properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and
 - (b) properly maintain and keep all areas of the Common Property comprised within or affected or occupied by the Works in a state of good and serviceable repair.
- (23) The Owner must:
 - (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this By-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works.
 - (b) ensure that the Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another Lot, or the Common Property.
- (24) The Owners Corporation has specially resolved that it is inappropriate to maintain, renew, replace or repair the Common Property comprised within, or affected or occupied by the Works and that this 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.
- (25) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or

damage to the Common Property of the Owners Corporation caused by the Owner's breach of the conditions in this Common Property Rights By-law and/or By-law 5.3 (Building Works), if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

- (26) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this Common Property Rights By-law. The Owners Corporation may refuse to execute any document relating to the registration of this Common Property Rights By-law until such time as the Owner pays those costs.

36. Lot 26 Works

A. Purpose of By-law

- (1) This Common Property Rights By-law confers on the Owner Special Privileges to perform Works on their Lot and so much of the Common Property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Works undertaken in accordance with the conditions in this Common Property Rights By-law and the provision of By-law 5.3 (Building Works) registered and applicable to all Lot Owners on the scheme.

B. Defined Terms and Interpretation

- (2) “**Act**” means the *Strata Schemes Management Act 2015*.
- (3) “**Major Renovations**” means works that involve structural changes, work that changes the external appearance of a Lot, work involving waterproofing, or work for which consent, or another approval is required under any other Act or the law, and as specified in By-law 5.3 (Building Works).
- (4) “**Minor Renovations**” means work items as defined in section 110 of the Act, under Regulation 28 of the *Strata Schemes Management Regulation 2016* and as specified in By-law 5.3 (Building Works).
- (5) “**Lot**” means Lot 26 (Unit 412) in Strata Plan No.57895.
- (6) “**Owner**” means the Owner or Owners from time to time (present and future) of the Lot.
- (7) “**Special Privileges**” means the privilege to alter and add to the Common Property by performing Works that affect the Common Property.
- (8) “**Works**” means the alterations and additions, in or to the Owner's Lot and the Common Property, including Major Renovations and Minor Renovations, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) as detailed below:

i. Demolition Works

- (a) Remove all flooring throughout the Lot
- (b) Remove existing kitchen joinery, benchtops, fixtures, fittings, and appliances
- (c) Remove existing laundry joinery, floor tiles, doors, and door frame
- (d) Remove existing bathroom floor tiles, wall tiles, fixtures, fittings, and accessories

ii. Plumbing Works

- (a) Cap off all services to laundry, bathroom, and kitchen ready for demolition
- (b) Alter rough in to suit new bathroom, laundry, and kitchen layout. No structural works proposed. To use existing plumbing and drainage
- (c) Fit off new bath, shower, vanity, tap ware, toilet, laundry tub, washing machine, kitchen sink,

and dishwasher

iii. Electrical Works

- (a) Install 1 x LED downlight to shower and laundry
- (b) Install 1 x IXL 3 in 1 Heat, light, fan to bathroom. To be installed within ceiling cavity and vented internally. No external ventilation
- (c) Relocate and upgrade new Lot sub-board
- (d) Install new oven, cook top and microwave in kitchen on the Lot
- (e) Install new ceiling fan in bedroom on the Lot

iv. Carpentry / Joinery

- (a) Replace 3 x internal doors
- (b) Install 66mm primed pine skirting to lounge, dining, kitchen, bedroom, hallway, and entry area
- (c) Install new bathroom accessories, including toilet roll holder, towel rail, and soap dish
- (d) Install polyurethane kitchen joinery with overhead cupboards, stone bench top with waterfall end, soft close draws and cupboard doors and LED lighting below overheads
- (e) Install laundry joinery, bathroom vanity and mirror

v. Waterproofing and Tiling

- (a) Apply 2 coats of water proofing system to structural substrate of bathroom and laundry as per Australian Standards, including full height on shower walls, 1m high on bath walls, and 100mm turn up to all other walls
- (b) Apply further 2 coats of water proofing system over tile screed of bathroom and laundry
- (c) Lay sand and cement screed to floor of bathroom and laundry
- (d) Lay new bathroom floor tiles and wall tiles to full height
- (e) Lay new laundry floor tiles, skirting and splashback tiles

vi. Glazing Works

- (a) install semi frameless shower screen panel and hinged door to shower in bathroom on the Lot

vii. Flooring Works

- (a) Install Engineered Oak floating flooring over 2mm underlay with plastic, which is acoustic rated, including all trims and stair nosing
- (9) In this Common Property Rights By-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this Common Property Rights By-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.

- (10) This Common Property Rights By-law applies in conjunction with any existing relevant By-laws of the scheme, specifically By-law 5.3 (Building Works), however to the extent of any inconsistency with the existing registered By-laws applicable to Strata Plan No.57895 and this By-law, the provisions of this By-law shall prevail.
- (11) This Common Property Rights By-law shall not be amended, added to, or repealed except with the consent in writing of the Owner.

C. Grant of Special Privileges

- (12) On the conditions set out in this Common Property Rights By-law and the conditions specified in *By-law 5.3 (Building Works)*, the Owner shall have a special privilege to carry out the Works to and on the Common Property.
- (13) The Owner must, at the Owner's cost, prior to commencing the Works, submit to the Owners Corporation for the Owners Corporation's approval any documents reasonably required by the Owners Corporation relating to the performance of the Works, including but not limited to:
- (a) further specifications of the Works and all completed plans for the Works;
 - (b) the signed Owner's consent form for this By-law in respect of the Works;
 - (c) licence details of the contractor performing the Works; and
 - (d) a copy of all certificates of insurances of the Owner's contractor for Contractor's All Risk insurance with public liability in the sum of \$10,000,000.00, home warranty insurance under the *Home Building Act 1989*, where applicable, and workers' compensation insurance.
- (14) The Owner must, if required by law, obtain, and provide to the Owners Corporation, written approval for the Works from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* and any other relevant statutory authority whose requirements apply to performance of the Works.
- (15) The Owner must ensure that the design for any structural works forming part of the Works is certified in accordance with the *Design and Building Practitioners Act 2020* (where applicable).
- (16) The Owner acknowledges and agrees that the Owners Corporation is not liable for any loss or damage suffered by the Owner, or any other person caused by or arising out of the failure of the Owner or its consultant or contractor to comply with the *Design and Building Practitioners Act 2020*.
- (17) The Owner must comply with all conditions applicable in By-law 5.3 (Building Works) with respect of the Works undertaken under this By-law, including, but not limited to, the provisions in respect of the Hours of Works, Compliance with Codes, General Conditions, Owner's Enduring Obligations and Breach of By-law.
- (18) If required by the Owners Corporation, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents:
- (a) a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications, and including a certificate from the licensed and insured contractor who installed the waterproofing membranes as part of the Works certifying the waterproofing membranes have been installed in accordance with all relevant NCC requirements, Australian Standards and laws.
 - (b) any other document reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot.
- (19) No matter if By-law 5.3 (Building Works) is repealed or amended, the Owner shall always remain responsible for the cost of installing, repairing, maintaining, and replacing (when necessary) the Works undertaken pursuant to this By-law.
- (20) The Owner must, at the Owner's expense:

- (a) properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and
- (b) properly maintain and keep all areas of the Common Property comprised within or affected or occupied by the Works in a state of good and serviceable repair.

(21) The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this By-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works.
- (b) ensure that the Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another Lot, or the Common Property.

(22) The Owners Corporation has specially resolved that it is inappropriate to maintain, renew, replace or repair the Works, and the Common Property comprised within or affected or occupied by the Works, and that this 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.

(23) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the Common Property of the Owners Corporation caused by the Owner's breach of the conditions in this Common Property Rights By-law and/or By-law 5.3 (Building Works), if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

(24) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this Common Property Rights By-law. The Owners Corporation may refuse to execute any document relating to the registration of this Common Property Rights By-law until such time as the Owner pays those costs.

37. Lot 152 Works

A. Purpose of By-law

(1) This Common Property Rights By-law confers on the Owner Rights of Exclusive Use to part of the Common Property and Special Privileges to perform Works on the Common Property for the benefit of that Owner and assigns responsibility for the repair and maintenance of the part of the Common Property for which the Rights of Exclusive Use are conferred and Works undertaken, in accordance with the conditions in this Common Property Rights By-law and the provision of By-law 5.3 (Building Works) registered and applicable to all Lot Owners on the scheme.

B. Defined Terms and Interpretation

- (2) “**Act**” means the *Strata Schemes Management Act 2015*.
- (3) “**Major Renovations**” means works that involve structural changes, work that changes the external appearance of a Lot, work involving waterproofing, or work for which consent, or another approval is required under any other Act or the law, and as specified in By-law 5.3 (Building Works).
- (4) “**Minor Renovations**” means work items as defined in section 110 of the Act, under Regulation 28 of the *Strata Schemes Management Regulation 2016* and as specified in By-law 5.3 (Building Works).
- (5) “**Lot**” means Lot 152 (Unit 908) in Strata Plan No.57895.
- (6) “**Owner**” means the Owner or Owners from time to time (present and future) of the Lot.
- (7) “**Rights of Exclusive Use**” means the rights to exclusively use part of the Common Property affected by and attached to the Works undertaken by the Owner.

- (8) “**Special Privileges**” means the privilege to alter and add to the Common Property by performing Works that affect the Common Property.
- (9) “**Works**” means the alterations and additions, in or to the Owner’s Lot and the Common Property, including Major Renovations and Minor Renovations, performed by the Owner (at the Owner’s expense and to remain the Owner’s fixture) as detailed below and as shown in the ***Rough Rendering of Bathroom Layout, Proposed Ventilation Exit Path Plan, Proposed New Outlets and Ethernet Ports Location Plan, and Proposed Gas Line Path Plan***, attached to this Common Property Rights By-law as “**Annexure A**”.

i. Bathroom Renovation

- (a) Remove existing bathroom floor tiles, wall tiles, fixtures, fittings, and accessories, including removing all ceiling cornices. All demolition works are to be in compliance with Australian Standards AS2601.
- (b) Undertake plumbing works to bathroom, including rough in of plumbing to suit new plumbing layout, as shown in the ***Rough Rendering of Bathroom Layout***, including centering of bath, relocating bath taps, and creating a slot drain for shower. To use existing drainage points, with penetration into the slab to allow for new drainage.
- (c) Undertake electrical works to bathroom, including rough in of electrical to suit new electrical layout, including provision for heated towel rail ladder and new lighting.
- (d) Tile bathroom floor and walls to ceiling height, including grouting. Tiling surrounding bathtub may need to be changed or replaced depending on bath installed.
- (e) Re-render existing walls.
- (f) Apply sand and cement to floor to allow for appropriate fall to drainage points, and shower area to be set down 10mm from height of bed from bathroom to allow for appropriate fall to the drainage point.
- (g) Carry out carpentry as required, including re-applying cornices after tiling to ceiling height.
- (h) Waterproof bathroom to Australian Standards.
- (i) Install new custom-made frameless shower screen.
- (j) Install new bathroom fixtures, fittings and accessories as required as shown in the ***Rough Rendering of Bathroom Layout***. No structural works proposed. To use existing drainage points.

ii. Ducted Rangehood for Kitchen

- (a) Install a ducted rangehood in the kitchen area on the Lot, which will include installation of ducting in the dropped ceiling from the kitchen area over the hallway and built in wardrobe area of the bedroom, with vent to exit onto the terrace area of the Lot as shown in the ***Proposed Ventilation Exit Path Plan***.

iii. Power & Ethernet Outlets to the terrace

- (a) Install one double outdoor waterproofed power outlet on the east end of the terrace as shown in the ***Proposed New Outlets and Ethernet Ports Location Plan***.
- (b) Install one double outdoor waterproofed power outlet on the west end of the terrace as shown in the Proposed New ***Outlets and Ethernet Ports Location Plan***.
- (c) Install one double outdoor waterproofed ethernet outlet on the west end of the terrace as shown in the ***Proposed New Outlets and Ethernet Ports Location Plan***.
- (d) Install additional waterproofed double ethernet outlets, double ethernet outlets and double

power points throughout the Lot as shown in the ***Proposed New Outlets and Ethernet Ports Location Plan***.

- (e) Install an Ethernet Patch Panel as shown in the ***Proposed New Outlets and Ethernet Ports Location Plan***

iv. Gas Outlet to the terrace

- (a) Install a gas service in the kitchen area on the Lot, which will include installation of a gas line in the dropped ceiling above the rangehood in kitchen area and to travel over the hallway and built in wardrobe area of the bedroom, and to exit onto the terrace area of the Lot as shown in the ***Proposed Gas Line Path Plan***. The gas line to exit high above the line of the terrace doors, traverse above the doors, and then terminate at approximate 30cm height above the tiled area, of Lot terrace wall. The gas lines to be painted the same colour as the wall and extend to the natural gas BBQ installation at the far east end of the terrace. All work will comply with AS/NZS 5601.

(10) In this Common Property Rights By-law, unless the context otherwise requires:

- (a) headings do not affect the interpretation of this Common Property Rights By-law;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) words defined in the Act have the meaning given to them in the Act; and
- (e) references to legislation includes references to amending and replacing legislation.

(11) This Common Property Rights By-law applies in conjunction with any existing relevant By-laws of the scheme, specifically By-law 5.3 (Building Works), however to the extent of any inconsistency with the existing registered By-laws applicable to Strata Plan No.57895 and this By-law, the provisions of this By-law shall prevail.

(12) This Common Property Rights By-law shall not be amended, added to, or repealed except with the consent in writing of the Owner.

C. Grant of Rights of Exclusive Use and Special Privileges

(13) On the conditions set out in this Common Property Rights By-law and the conditions specified in *By-law 5.3 (Building Works)*, the Owner shall have a Rights of Exclusive Use and Special Privileges to carry out the Works to and on the Common Property.

(14) The Owner must, at the Owner's cost, prior to commencing the Works, submit to the Owners Corporation for the Owners Corporation's approval any documents reasonably required by the Owners Corporation relating to the performance of the Works, including but not limited to:

- (a) further specifications of the Works and all completed plans for the Works;
- (b) the signed Owner's consent form for this By-law in respect of the Works;
- (c) structural engineering certificate to confirm that the penetration into the slab which forms part of the Works, will not affect the structural integrity of the Lot;
- (d) licence details of the contractor performing the Works; and
- (e) a copy of all certificates of insurances of the Owner's contractor for Contractor's All Risk insurance with public liability in the sum of \$10,000,000.00, home warranty insurance under the *Home Building Act 1989*, where applicable, and workers' compensation insurance.

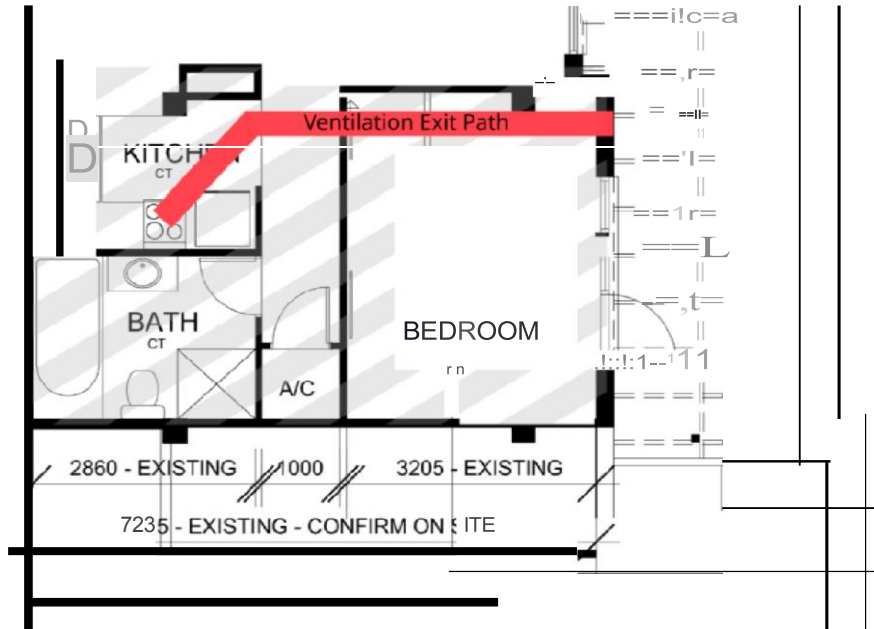
(15) The Owner must, if required by law, obtain, and provide to the Owners Corporation, written approval for the Works from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* and any other relevant statutory authority whose requirements apply to performance of the

Works.

- (16) The Owner must ensure that the design for any structural works forming part of the Works is certified in accordance with the *Design and Building Practitioners Act 2020* (where applicable).
 - (17) The Owner acknowledges and agrees that the Owners Corporation is not liable for any loss or damage suffered by the Owner, or any other person caused by or arising out of the failure of the Owner or its consultant or contractor to comply with the *Design and Building Practitioners Act 2020*.
 - (18) The Owner must comply with all conditions applicable in By-law 5.3 (Building Works) with respect of the Works undertaken under this By-law, including, but not limited to, the provisions in respect of the Hours of Works, Compliance with Codes, General Conditions, Owner's Enduring Obligations and Breach of By-law.
 - (19) If required by the Owners Corporation, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents:
 - (a) a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications, and including a certificate from the licensed and insured contractor who installed the waterproofing membranes as part of the Works certifying the waterproofing membranes have been installed in accordance with all relevant NCC requirements, Australian Standards and laws.
 - (b) any other document reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot.
 - (20) No matter if By-law 5.3 (Building Works) is repealed or amended, the Owner shall always remain responsible for the cost of installing, repairing, maintaining, and replacing (when necessary) the Works undertaken pursuant to this By-law.
 - (21) The Owner must, at the Owner's expense:
 - (a) properly maintain the Works and keep them in a state of good and serviceable repair and when necessary, renew or replace any fixtures or fittings comprised in the Works; and
 - (b) properly maintain and keep all areas of the Common Property comprised within or affected or occupied by the Works in a state of good and serviceable repair.
 - (22) The Owner must:
 - (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this By-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works.
 - (b) ensure that the Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another Lot, or the Common Property.
 - (23) The Owners Corporation has specially resolved that it is inappropriate to maintain, renew, replace or repair the Works, and the Common Property comprised within or affected or occupied by the Works, and that this 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.
 - (24) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the Common Property of the Owners Corporation caused by the Owner's breach of the conditions in this Common Property Rights By-law and/or By-law 5.3 (Building Works), if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.
 - (25) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this Common Property Rights By-law. The Owners Corporation may refuse to execute any document relating to the registration of this Common Property Rights By-law until such time as the Owner pays those costs.
-

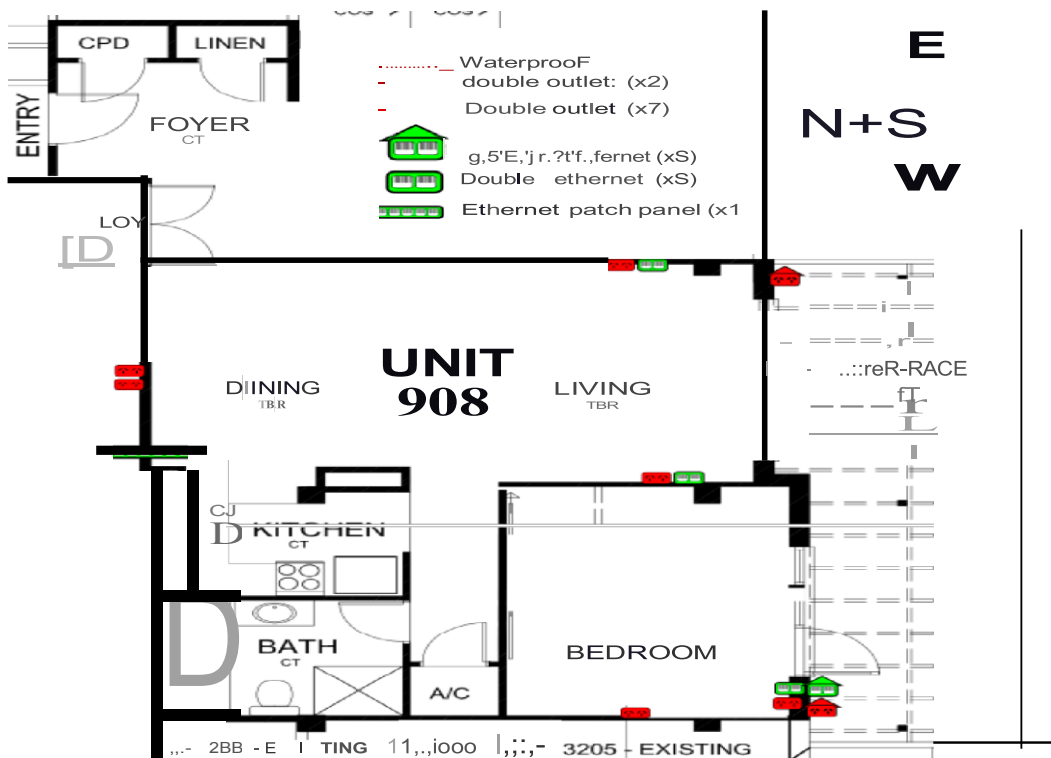
Annexure A

Proposed Ventilation Exit Path Plan



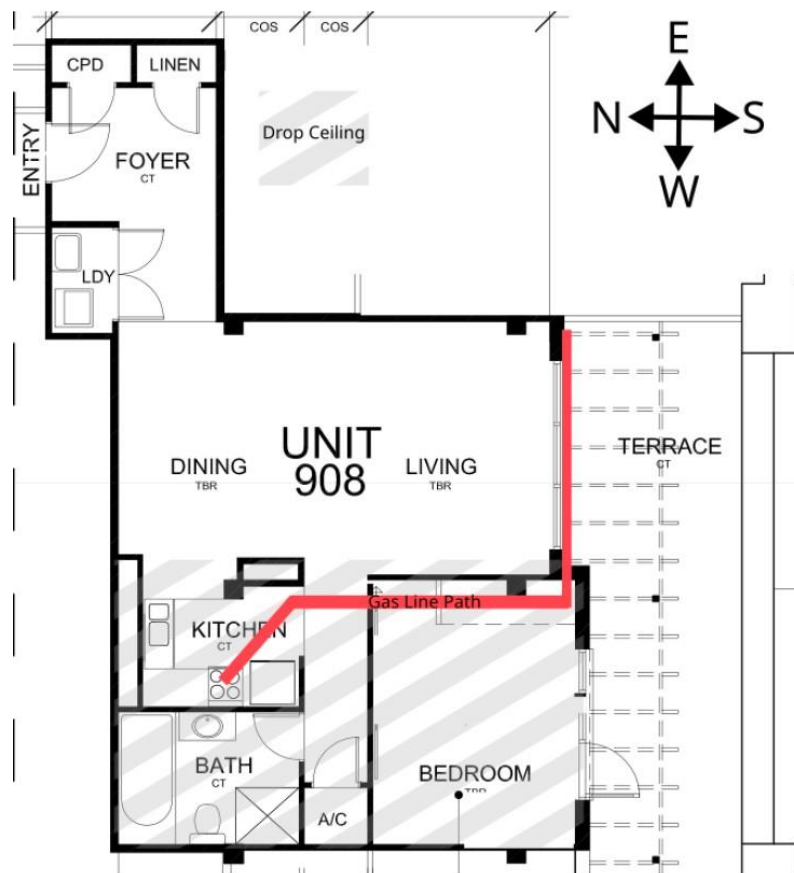
This is a proposed exit path, which exits over the built-in wardrobe.

Proposed New Outlets and Ethernet Ports location Plan



This diagram details the proposed location of all new outlets and ethernet ports.

Proposed Gas Line Path Plan



This is a proposed exit path, which exits over the built-in wardrobe.

ANNEXURE A - BUILDING WORKS ITEMS LIST

CATEGORIES OF BUILDING WORKS

The **Building Works – General By-law** puts an Owner on notice as to how “Building Works” should be performed within a Lot and the Common Property.

This By-law distinguishes between different types of “Building Works”, namely Cosmetic Works, Minor Renovations and Major Renovations that have an impact on the Common Property of the Strata Scheme.

Below is a list of items that have been categorised into the different types of Building Works as described in the **Building Works - General By-law**:

Cosmetic Works

- (i) Work for the following purposes is prescribed as Cosmetic Works pursuant to **Section 109(2)** of the **Management Act**:
 - (a) installing or replacing hooks, nails or screws for hanging paintings and other things on walls;
 - (b) installing or replacing handrails;
 - (c) painting;
 - (d) filling minor holes and cracks in internal walls;
 - (e) laying carpet; and
 - (f) installing or replacing internal blinds and curtains.
- (ii) Additional Work for the following purposes is prescribed as Cosmetic Works under this By-law and pursuant to **Section 109(4)** of the **Management Act**:
 - (a) wallpapering walls and other surfaces within the Lot;
 - (b) repair and replacement of window and door jambs, locks and handles;
 - (c) sanding, staining, and polishing existing floorboards installed on the Lot; and
 - (d) replacing bathroom, kitchen and laundry tapware or other removable items.

Minor Renovations

- (i) Work for the following purposes is prescribed as Minor Renovations pursuant to **Section 110(3)** of the **Management Act**:
 - (a) renovating a kitchen;
 - (b) changing recessed light fittings;
 - (c) installing or replacing wood or other hard floors;
 - (d) installing or replacing wiring or cabling or power or access points; and
 - (e) work involving reconfiguring walls (excluding structural or load bearing walls).
- (ii) Work for the following purposes is prescribed as Minor Renovations pursuant to **Regulation 28** of the **Management Regulations**:
 - (a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
 - (b) installing a rainwater tank;
 - (c) installing a clothesline;
 - (d) installing a reverse cycle split system air conditioner;
 - (e) installing double or triple glazed windows;
 - (f) installing a heat pump; and
 - (g) installing ceiling insulation.
- (iii) Additional Work for the following purposes is prescribed as Minor Renovations under this By-law and pursuant to **Section 110(6)(a)** of the **Management Act**:
 - (a) installing any other type of air-conditioner/system;
 - (b) installing false ceilings;
 - (c) installing Security Systems/alarms;
 - (d) installing fixtures to internal surfaces of Common Property walls;
 - (e) installing Foxtel or Pay-TV connection;
 - (f) installing new plumbing, gas and electrical equipment and services;
 - (g) installing any external locking or other safety device; and

- (h) installing any screen or other device to prevent entry of animals or insects.

Major Renovations

- (a) Any works by Owners affecting the Common Property.
- (b) Works involving alteration or interference of the structure, support or shelter of the Building, including any structural beams and/or props erected to maintain the distribution of the Building loads.
- (c) Works involving removal or addition of any structural elements to the Building requiring Local Council development approval, including, but not limited to, enlarging openings, forming new openings, installing external structures, removal of Common Property walls in whole or in part within a Lot.
- (d) Works involving changes to the external appearance of a Lot, including the installation of an external access ramp.
- (e) Works involving waterproofing on the Lot, including waterproofing the bathroom, kitchen and/or laundry floors of the Lot or waterproofing the bathroom, kitchen and/or laundry walls located on a common wall within the Lot.
- (f) Any works, including Minor Renovations mentioned above, which require consent or development approval of Local Council or any other authority.

If yes, has application been made for Development Approval? (Provide details):

.....
.....

6. Date works intend to start

7. Duration of works (Timetable of major components of works)

.....

Please read the following statements carefully as you are signing that you agree to their content:

1. I/We acknowledge that I/we have read the **Building Works – General By-law/Floor Coverings (Building Works) By-law/ Pergola Works (Building Works) By-law** [delete whichever is not applicable], attached to this application.
2. I/We acknowledge that no work may commence unless approved in writing as required under the **Building Works - General By-law**.
3. I/We acknowledge that any Building Works undertaken may be subject to special conditions imposed by the Owners Corporation, and that such special conditions may include the writing of a **Common Property Rights By-law for Lot Building Works** for presentation to a General Meeting, and the payment of a bond.
4. I/We agree to abide by such special conditions and acknowledge my/our responsibility for all costs incurred by the Owners Corporation regarding the implementation of such special conditions, including the costs of submitting the material relating to such a **Common Property Rights By-law** to a General Meeting, and, where applicable, the costs of convening and conducting said General Meeting.
5. I/We understand that the Owners Corporation can only make a **Common Property Rights By-law** if it has the written consent of each Owner. The **Common Property Rights By-law** must state whether the Owners Corporation will continue to be responsible for the proper maintenance of the property or the Owner of said Lot is responsible for that maintenance and upkeep. A draft **Common Property Rights By-law** covering the proposed works is included with this application.
6. I/We acknowledge that any proposal to alter the approved works before or during the Building stage, will result in approval being voided, immediate cessation of the work and that a new application, fully documented, will need to be submitted.

Signature of Owner/s:

.....

Date:

(**Note:** Must use one form for **each** tradesperson/contractor engaged to undertake Building Works.)

(When all sections are completed, please sign, date, and forward the application to the Strata Managing Agent.)

OFFICE USE ONLY

DATE APPLICATION RECEIVED: SIGNATURE:

DATE SENT TO
STRATA COMMITTEE: SIGNATURE:

DATE APPROVED/REJECTED*
BY STRATA COMMITTEE:.....

DATE APPLICANT INFORMED OF
DECISION BY STRATA COMMITTEE: SIGNATURE:

IF APPLICABLE, DATE SENT TO A
GENERAL MEETING FOR APPROVAL
OF COMMON PROPERTY RIGHTS BY-LAW
FOR LOT BUILDING WORKS: SIGNATURE:

DATE APPROVED BY GENERAL MEETING:

AMOUNT OF BOND DUE:

DATE RECEIVED: SIGNATURE:

DATE WORKS COMPLETED
TO REQUIRED STANDARD
AND SIGNED OFF:..... SIGNATURE:

REFUND OF BOND DUE:

DATE REFUNDED: SIGNATURE:

DATE REGISTERED ON
THE COMMON PROPERTY
CERTIFICATE OF TITLE
OF THE OWNERS
CORPORATION:

*Delete whichever is not applicable.

ANNEXURE C - APPLICATION TO MOVE LARGE OBJECTS WITHIN THE BUILDING

To the Building Manager

I/We

the Owner(s)/Tenants(s) of Lot.....

hereby request permission to move large objects within the Building as follows:

LOT NO: _____

DATE AND DAY OF PROPOSED ACTIVITY: _____

START TIME: _____ FINISH TIME: _____

TYPE OF MOVE: _____

CONTACT TELEPHONE NO: _____

OWNER OR TENANT: _____

IF TENANT, PLEASE ALSO COMPLETE BELOW:

MANAGING AGENT: _____

Company Name: _____

Contact Name: _____

Telephone No.:

I/We acknowledge that I/we have read and will comply with the terms and conditions of the **Moving Large Items on or Through Common Property By-law**, attached to this application and understand my/our responsibilities and duties.

I/We indemnify and will keep indemnified the Owners Corporation for any fees, loss or cost incurred in rectifying any damage that occurs to the Common Property or another Lot.

Signed: Date:.....

(When all sections are completed, please sign, date and forward the application to the Building Manager.)

Date Application Approved: Signed:.....

ANNEXURE D - PET APPLICATION FORM

Name of Applicant/s:

.....

- (a) Type and breed of pet:
- (b) Weight Standing height (cm):
.....
.....
- (c) Age:
- (d) Is pet de-sexed? Yes/No*
- (e) Is pet micro-chipped? Yes/No*
- (f) Is pet vaccinated and treated for flees and worms? Yes/No*
(include last date of vaccination)
- (g) Is pet registered as an 'assistance animal' as defined in **Part 1, Section 9** of the **Commonwealth Disability Discrimination Act 1992**? Yes/No*
- (h) Is the pet of an appropriate size to be contained in a suitable carrier when transiting through Common Property as per the requirement of the **Keeping of Animals By-law** (18 (10) (b))?

Please ensure that you provide all information/documents listed below with this Pet Application Form:

- a photograph of your pet;
- a copy of the current 'assistance animal' registration, if applicable;
- a letter from a veterinarian providing confirmation of (a)-(f) above;
- if your pet has attended training school, a letter from the training school;
- references from previous neighbours and those with regular contact with your pet; and
- if you are not the Owner of the Lot, written proof of the willingness of the Owner of the Lot to allow the animal in the Lot.
- if assistant animal, evidence that it is an assistant animal pursuant to **section 9** of the **Disability Discrimination Act 1992 of the Commonwealth**.

I/We (The Applicant/s)

of (Lot No. and Apartment No.) Telephone:

Email

request consent of the Owners Corporation to keep the above animal on my/our property.

1. I/We have read and understood the By-law regarding keeping of animals, attached to this application.
2. I/We agree to abide by the By-laws of the Strata Scheme.
3. I/We acknowledge that I/we shall be liable for any damage to Common Property caused by the pet and shall pay the Owners Corporation immediately for any costs incurred in rectifying this damage.
4. I/We accept full responsibility and indemnify the Owners Corporation for any claims by or losses or injuries incurred to third parties, or their property caused by, or as a result of, actions by my/our pet.
5. I/We accept responsibility for all costs, including, but not limited to, pest control and accommodation, if Owners or Occupiers of surrounding and/or adjoining Lots are affected in any way, including, but not limited, to, having to be vacated to deal with pest infestation transmission.
6. I/We acknowledge that the consent of the Owners Corporation operates in respect of the nominated pet only and that any change of pet must be the subject of a separate application.

- 7. I/We acknowledge that in the event of a breach of any By-law relating to pets, the Owners Corporation may withdraw any consent it has given me/us for the keeping of a pet.
- 8. I/We acknowledge that it is my/our responsibility to monitor the noise from my/our pet.
- 9. I/We shall be mindful of neighbours.

Signed: Date:.....

(When all sections are completed, please sign, date, and forward the application to the Strata Managing Agent.)

*Delete whichever is not applicable.

OFFICE USE ONLY

DATE APPLICATION RECEIVED:

SIGNATURE:

DATE SENT TO STRATA COMMITTEE:

SIGNATURE:

DECISION OF BY STRATA COMMITTEE: APPROVED/REJECTED*

DATE APPLICANT INFORMED OF DECISION BY STRATA COMMITTEE:

SIGNATURE:

DATE REGISTERED ON THE LOT REGISTER OF PETS:

SIGNATURE:

*Delete whichever is not applicable.

.....

The seal of The Owners-Strata Plan No 57895 was affixed on 30/09/2024 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature(s): C.Clair

Electronic signature of me
Christine Clair
affixed by me, or at my direction
on 30/09/2024

Name(s) [use block letters]: Christine Clair

Authority: Licensed Strata Managing Agent



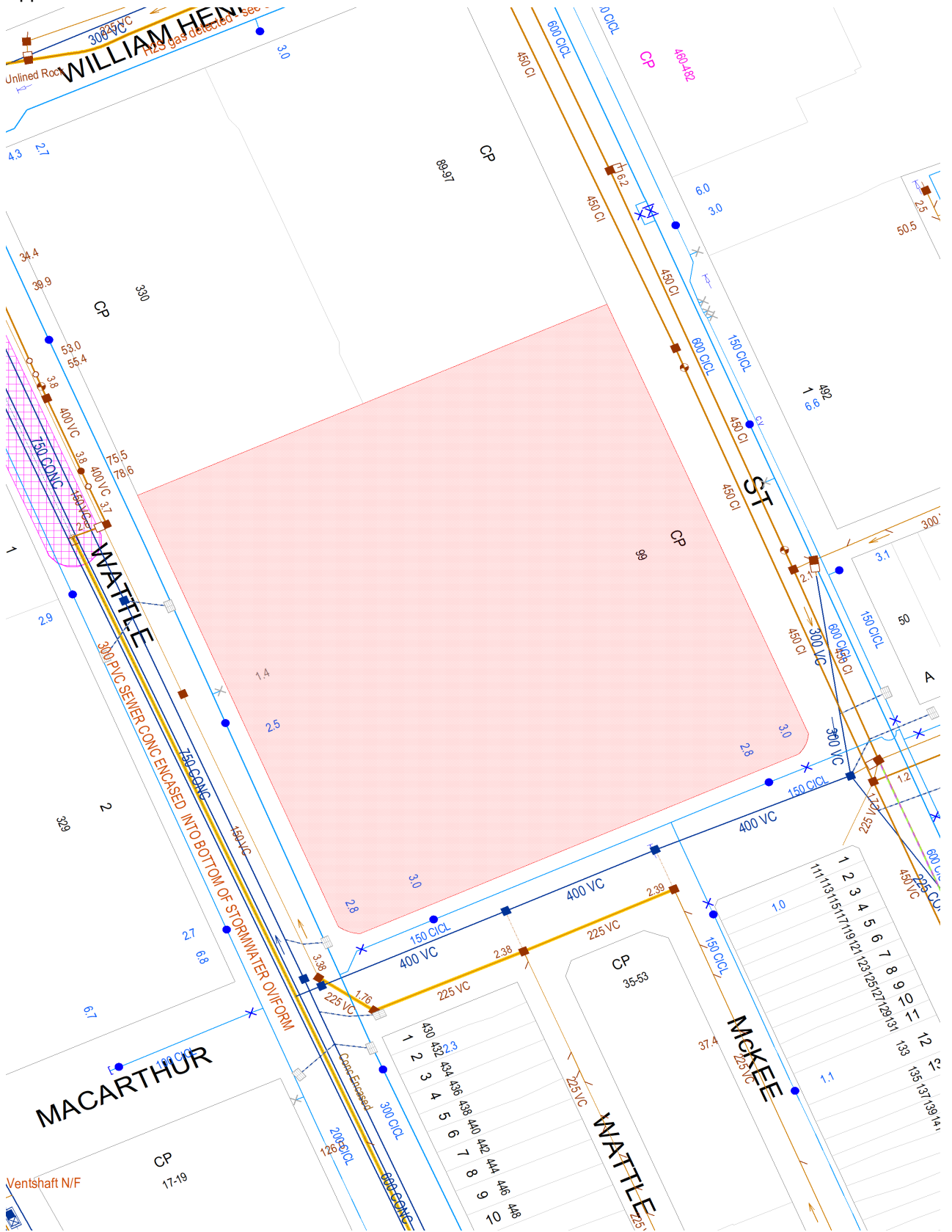
 Pending

This page is a temporary placeholder for the City of Sydney Council: Section 10.7 (2) Certificate - 219/SP58945 which will be removed and replaced with the certificate once available from the authority.

Ordered: 25/10/2024 04:02:24 PM

Order ID: 148118227

Service Location Print
Application Number: 8003837189



Document generated at 25-10-2024 04:20:46 PM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

| Sewer | | Property Details | |
|--|--|--|--|
| Sewer Main (with flow arrow & size type text) | | Boundary Line | |
| Disused Main | | Easement Line | |
| Rising Main | | House Number | |
| Maintenance Hole (with upstream depth to invert) | | Lot Number | |
| Sub-surface chamber | | Proposed Land | |
| Maintenance Hole with Overflow chamber | | Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit) | |
| Ventshaft EDUCT | | | |
| Ventshaft INDUCT | | | |
| Property Connection Point (with chainage to downstream MH) | | | |
| Concrete Encased Section | | | |
| Terminal Maintenance Shaft | | | |
| Maintenance Shaft | | | |
| Rodding Point | | | |
| Lamphole | | | |
| Vertical | | | |
| Pumping Station | | | |
| Sewer Rehabilitation | | | |
| Pressure Sewer | | Water | |
| Pressure Sewer Main | | WaterMain - Potable (with size type text) | |
| Pump Unit (Alarm, Electrical Cable, Pump Unit) | | Disconnected Main - Potable | |
| Property Valve Boundary Assembly | | Proposed Main - Potable | |
| Stop Valve | | Water Main - Recycled | |
| Reducer / Taper | | Special Supply Conditions - Potable | |
| Flushing Point | | Special Supply Conditions - Recycled | |
| | | Restrained Joints - Potable | |
| | | Restrained Joints - Recycled | |
| | | Hydrant | |
| | | Maintenance Hole | |
| | | Stop Valve | |
| | | Stop Valve with By-pass | |
| | | Stop Valve with Tapers | |
| | | Closed Stop Valve | |
| | | Air Valve | |
| | | Valve | |
| | | Scour | |
| | | Reducer / Taper | |
| | | Vertical Bends | |
| | | Reservoir | |
| | | Recycled Water is shown as per Potable above. Colour as indicated | |
| Vacuum Sewer | | Private Mains | |
| Pressure Sewer Main | | Potable Water Main | |
| Division Valve | | Recycled Water Main | |
| Vacuum Chamber | | Sewer Main | |
| Clean Out Point | | Symbols for Private Mains shown grey | |
| Stormwater | | | |
| Stormwater Pipe | | | |
| Stormwater Channel | | | |
| Stormwater Gully | | | |
| Stormwater Maintenance Hole | | | |

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

| | | | |
|----------------|------------------------------------|----------------|---|
| ABS | Acrylonitrile Butadiene Styrene | AC | Asbestos Cement |
| BRICK | Brick | CI | Cast Iron |
| CICL | Cast Iron Cement Lined | CONC | Concrete |
| COPPER | Copper | DI | Ductile Iron |
| DICL | Ductile Iron Cement (mortar) Lined | DIPL | Ductile Iron Polymeric Lined |
| EW | Earthenware | FIBG | Fibreglass |
| FL BAR | Forged Locking Bar | GI | Galvanised Iron |
| GRP | Glass Reinforced Plastics | HDPE | High Density Polyethylene |
| MS | Mild Steel | MSCL | Mild Steel Cement Lined |
| PE | Polyethylene | PC | Polymer Concrete |
| PP | Polypropylene | PVC | Polyvinylchloride |
| PVC - M | Polyvinylchloride, Modified | PVC - O | Polyvinylchloride, Oriented |
| PVC - U | Polyvinylchloride, Unplasticised | RC | Reinforced Concrete |
| RC-PL | Reinforced Concrete Plastics Lined | S | Steel |
| SCL | Steel Cement (mortar) Lined | SCL IBL | Steel Cement Lined Internal Bitumen Lined |
| SGW | Salt Glazed Ware | SPL | Steel Polymeric Lined |
| SS | Stainless Steel | STONE | Stone |
| VC | Vitrified Clay | WI | Wrought Iron |
| WS | Woodstave | | |

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

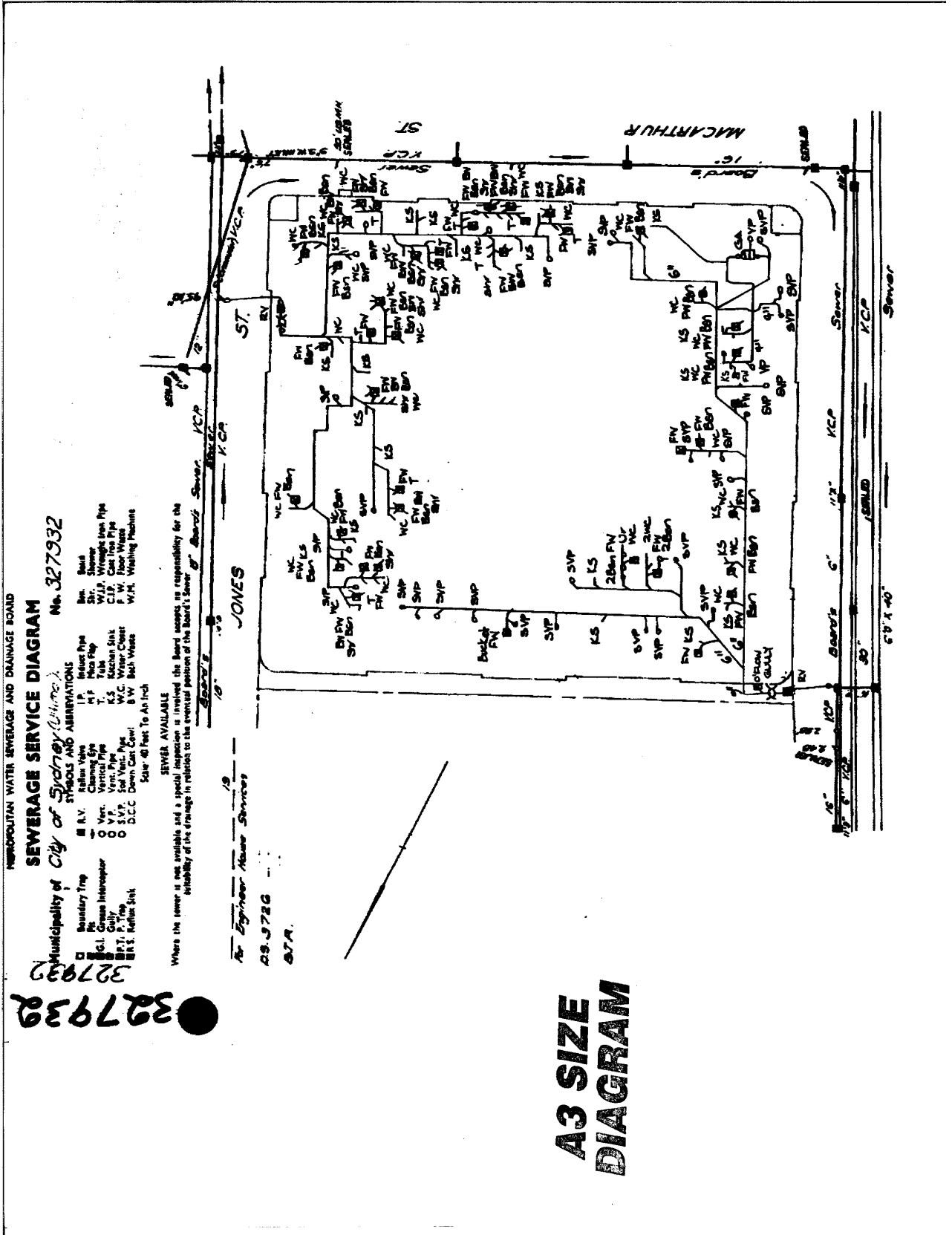
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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Sewer Service Diagram

Application Number: 8003837175



**A3 SIZE
DIAGRAM**

Document generated at 25-10-2024 04:20:50 PM

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**.