

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Oxford Agency 40 Flinders Street, Darlinghurst, NSW 2010	Phone: 02 9331 2180 Email: matt@oxfordagency.com.au Email: michael@oxfordagency.com.au
co-agent		
vendor	George Karalis and Georgia Karalis	
vendor's solicitor	GA Lawyers Level 1, 254 Kingsgrove Road, KINGSGROVE NSW 2208 PO Box 175, KINGSGROVE NSW 1480	Phone: 02 9554 8111 Email: property3@galawyers.com.au Fax: 02 9554 8128 Ref: GA:24/40058
date for completion land (address, plan details and title reference)	42nd day after the contract date 705/172 Riley Street, Surry Hills, New South Wales 2010 Registered Plan: Lot 56 Plan SP 55982 Folio Identifier 56/SP55982	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

Manual transaction (clause 30)

NO yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make a *GSTRW payment*
(GST residential withholding payment)

NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (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

<p>General</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input 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 <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <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 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <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 type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

GK Strata Management

Locked Bag 22, Haymarket NSW 1238

Tel: (02) 8218 9999

Email: info@gkstrata.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes 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:**

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)

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 <i>served</i> 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</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

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

705/1772-190 RILEY ST, DARLINGHURST 2010

66W Certificate

Pursuant to Section 66W Conveyancing Act 1919

Property: _____

Vendor : _____

Purchaser: _____

I, _____

of, _____

certify as follows: -

1. I am a solicitor currently admitted to practice in New South Wales;
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of the Property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that Contract;
3. I do not act for the vendor and I am not employed in the legal practice of a solicitor acting for the Vendor, nor am I a member or an employee of a firm of which a solicitor acting for the Vendor is a member or employee'
4. I have explained to the Purchaser, or, if the Purchaser is a corporation, to an officer of the Purchaser or to a person involved in the management of the Purchaser's affairs: -
 - (a) the effect of the Contract for the purchase of the Property;
 - (b) the nature of this Certificate; and
 - (c) the effect of giving this certificate to the Vendor in that there is no cooling off period.

Dated: day of 20__

Purchaser's solicitor Signature

Purchaser's solicitor Name

SPECIAL CONDITIONS

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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 buildings or lot in accordance with regulations under the Environmental Planning and Assessment Act 1979. It is an offence to remove or interfere with a smoke or heat alarm. Penalties apply.

SPECIAL CONDITIONS

33. AMENDMENTS TO PRINTED CLAUSES

The printed form of this Contract shall be deemed to be amended by:-

- 33.1 Deleting clause **4.8**;
- 33.2 Delete clause **5.2.3**;
- 33.3 Substituting in clause **7.1.1** "\$1" in place of "5% of the price";
- 33.4 Substituting in clause **7.1.3** the words "14 days" with the words "7 days".
- 33.5 Substituting in clause **7.2.1** the amount "10%" with the amount "1%".
- 33.6 Deleting in clause **7.2.4** the words "and the costs of the purchaser";
- 33.7 Deleting in clause **8.1.1** on "reasonable grounds" ;
- 33.8 Adding in clause **10.1** to the first line the words "or delays completion" after the word "terminate".
- 33.9 Deleting in clause **10.1.8** "substance" and "disclosed" and insert in lieu respectively "existence" and "noted".
- 33.10 Deleting in clause **10.1.9** substance" and "disclosed" and insert in lieu respectively "existence" and "noted".
- 33.11 Adding in clause **10.2** after the word "rescind" the words "requisition, claim".
- 33.12 Delete clause **11**.
- 33.13 Delete clause **12**.
- 33.14 Delete clause **13.8**;
- 33.15 Deleting in clause **14.4.2** and replace with the following clause: "on the amount of land tax paid or payable by the Vendor (or by a predecessor in title) as assessed by the Office of State Revenue on the taxable value of the land".
- 33.16 Delete clause **14.8**.
- 33.17 Amending clause **18** by adding "clause 18.8 The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".
- 33.18 Amending in clause **23.2.6** by adding after the words "normal operating expenses" with the words "including insurance premiums paid by the Vendor but properly payable by the Owners Corporation".
- 33.19 Replace 1% with 5% from clause **23.9.1**.
- 33.20 Delete clause **23.9.3**.
- 33.21 Deleting in clause **23.14** the words "the purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision".
- 33.22 Delete clause **23.17**.
- 33.23 Delete clause **24.1**.
- 33.24 Substituting in clause **25.2** "within a reasonable time" for the words "7 days".
- 33.25 Delete Clause **31.2**.

34. GENERAL

- 34.1 These special conditions shall prevail in any conflict between these special conditions and the printed clauses of this Contract.
- 34.2 Headings and marginal notes have been inserted into these further clauses for guidance only and do not form part of this Contract and do not affect the interpretation of this document.

- 34.3 Unless the context otherwise requires, the singular includes the plural and vice versa, words importing a gender include every other gender and persons include corporations.
- 34.4 Each Clause and Sub-clause of this Contract shall be severable from each other Clause and Sub-clause and the invalidity or unenforceability of any Clause or Sub-clause for any reason shall not prejudice or in any way affect the validity or enforceability of any other Clause or Sub-clause.
- 34.5 The Purchaser will, on exchange of this Contract, furnish the Vendor with a validly executed Certificate pursuant to Section 66W of the Conveyancing Act.
- 34.6 Notwithstanding anything contained in the printed clause of the Contract, completion of this Contract will not be conditional or dependent upon any matter whatsoever unless it is contained or disclosed as a special condition in this Contract.

35 ALTERATIONS TO CONTRACT

Each party hereof authorises his, her or their solicitor or any employee of that solicitor up until the completion of this Contract to make alterations to this Contract including the addition of annexures and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if same was annexed prior to the Contract being executed.

36 REAL ESTATE AGENT

- 36.1 The Purchaser, Purchaser's related entities, Purchaser's officeholders, shareholders or associates warrant that he/she/it was not introduced to the Vendor or the property by or through any agent other than the agent (if any) named on the front page of this Contract.
- 36.2 The Purchaser, Purchaser's related entities, Purchaser's officeholders, shareholders or associates agree to indemnify and keep indemnified the Vendor against any claim or claims by any agent or other person for commission or otherwise in respect of the sale which forms a breach of the Purchaser's warranty.
- 36.3 Rights under this clause shall not merge on completion.

37 DEATH, MENTAL ILLNESS, BANKRUPTCY, LIQUIDATION ETC.

- 37.1 Without in any matter negating, limiting or restricting any rights or remedies which would have been available to any party at law or in equity had this clause not been included herein. Should the Purchaser (or any one or more of them, if a party consists of more than one), prior to completion.
- 37.2 Die or become mentally ill, then the Vendor may rescind this Contract by notice in writing forwarded to the Solicitor named in this Contract as the Solicitor for the Purchaser and the provisions of clause 19 of the Contract shall apply; or
- 37.3 Be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a summons for its winding up presented against it or enter into any scheme of arrangement with its creditors under the provisions of the Corporations Act 2001, or should any liquidator, receiver or official manager appointed in respect of the Purchaser, then the Purchaser shall be deemed to be in default of this Contract.

38 PAROL EVIDENCE RULE

- 38.1 The Purchaser acknowledges and agrees that the provisions of this Contract for Sale constitute the full and complete agreement and understanding between the parties and that there is no other, understanding, agreement warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract for Sale or binding on the parties hereto with respect to any of the matters to which this Contract for Sale, relates.
- 38.2 The Purchaser acknowledges and agrees that he/she/it does not rely on any other letter, document, correspondence or arrangement, whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this written agreement.

- 38.3 The Vendor shall not be bound by any information or particulars contained (in any advertisement or in any lithograph or pamphlets or any plan issued or exhibited prior to or at the time of sale and the Purchaser acknowledges and agrees that he shall not by reason of any discrepancy or misdirection therein make any requisitions, claim or demand.
- 38.4 This clause shall not merge on completion.

39 NO RIGHTS TO DAMAGES

- 39.1 Notwithstanding anything to the contrary in this Contract or at law or in equity, in the event that the Vendor is for any reason whatsoever unable to perform any of its obligations pursuant to the terms of this Contract, the Purchaser agrees that it shall not be entitled to make any claim or bring any action for damages, compensation, account or seek to enforce any other remedies at law or in equity against the Vendor and the Purchaser's only remedy in such event will be to terminate the Contract.
- 39.2 If the Contract is validly terminated by the Purchaser as a result of the default of the Vendor, all monies paid under this Contract shall be refunded to the Purchaser without interest, costs or damages and the same shall be accepted by the Purchaser in full and final satisfaction of all and any claims.
- 39.3 This clause shall not merge on completion.

40 SEVERANCE

- 40.1 This Contract is subject to the rights of the Purchaser under Section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017 ("Regulatory Legislation").
- 40.2 If any provision of this Contract has or purports to have the effect of excluding, modifying or restricting the operation of the Regulatory Legislation then this Contract must be read and construed as if that provision were severed from it.

41 INSPECTION AND CONDITION OF PROPERTY

- 41.1 The Purchaser acknowledges and agrees that he has relied entirely upon his own enquiries relating to and the inspection of the property the improvements thereon and any inclusions included in this Contract and that he accepts the property, the improvements thereon and any inclusions included in this Contract in their present condition and state of repair (subject to fair wear and tear prior to completion) and including any defects whether latent or patent.
- 41.2 The Purchaser warrants to the Vendor that it has inspected the property and has made all prudent enquiries in respect of the property and the condition of the property.
- 41.3 The Purchaser is not entitled to call upon the Vendor to carry out any works or repairs whatsoever in relation to the property the improvements thereon and any inclusions.
- 41.4 Title to the inclusions shall only pass on completion of this Contract and the Vendor shall not be required to give formal delivery thereof.
- 41.5 The Purchaser shall not make nor be entitled to make any requisition, objection, claim for compensation, delay completion, rescind or terminate by reason of any matter or thing noted, disclosed, referred to in or arising out of this clause.

42 NO WARRANTY BY VENDOR AS TO USE AND THE PROPERTY

- 42.1 The Purchaser warrants to the Vendor that it has satisfied itself on all matters relating to the use of the property because the Vendor gives no warranty as to the use to which the property may be put to.
- 42.2 The Purchaser will be deemed to have entered into this Contract with full knowledge of and subject to any prohibition or restriction upon the use of the property, whether under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court, or any other authority relating to the property.
- 42.3 If the use to which the Vendor has put the property is permissible only with the consent of any authority under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Consent, Order of Court or otherwise, the Purchaser must obtain consent at the Purchaser's own expense.

- 42.4 The Purchaser will take title and complete this Contract subject to any sewer, the existence of which is specifically disclosed in this Contract and subject to the existing water drainage gas electricity telephone or other installations and services (if any);
- 42.5 The Purchaser will make no objection requisition or claim for compensation if the sewer so disclosed passes through or penetrates the subject property or passes under any building or other structure erected on the subject property;
- 42.6 The Purchaser will make no objection requisition or claim for compensation if any boundary of the property is not fenced or if any boundary fence or wall is not upon or within such boundary except as specifically disclosed in this Contract;
- 42.7 The Purchaser will make no objection requisition or claim for compensation if there is any encroachment by or upon the subject property or if the property together with the improvements thereon does not comply with the provisions of the Local Government Act or any ordinance made thereunder, provided that any such encroachment or non-compliance is specifically disclosed in this Contract.

43 BUILDING CERTIFICATE

- 43.1 Despite anything contained in this Contract or any rule of law to the contrary, the Vendor is not required to do any work or expend any money on or in relation to the property not to make an application for or do anything towards obtaining a building certificate pursuant to section 149E of the Environmental Planning and Assessment Act ("Building Certificate").
- 43.2 The Vendor does not authorise the Purchaser to have the property inspected to obtain the Building Certificate.
- 43.3 The Purchaser must not raise any requisition, objection, claim for compensation, delay completion or rescind or terminate this Contract because this is no building certificate.
- 43.4 This Clause shall not merge on completion.

44 FENCES

- 44.1 The Purchaser may not make a claim or requisition or delay completion:
- 44.1.1 if any of the fences or walls on or surrounding the property are not on the correct boundary; or
- 44.1.2 as to the nature or state of repair of any fence or wall; or
- 44.1.3 if there are no fences or if any fence is a give and take fence; or
- 44.1.4 if a swimming pool, as defined in the Swimming Pools Act 1992, is not fenced as required by law.

45 SWIMMING POOL

- 45.1 If the property includes a swimming pool, the Purchaser cannot make any requisition or claim in respect of:
- 45.1.1 the swimming pool at the property;
- 45.1.2 the fences, windows, doors and gates around the swimming pool or at the property;
- 45.1.3 any absence of fences, windows, doors or gates; or
- 45.1.4 any non-compliance with the Swimming Pools Act 1992 or any unavailability of a certificate under section 24 of that Act.

46 PURCHASER'S FINANCE AND WARRANTY

- 46.1 The Purchaser expressly warrants to the Vendor that the Purchaser has not made known to the Vendor, nor to any person, representative or agent acting on behalf of the Vendor, that the Purchaser requires credit to enable the Purchaser to complete this Contract; that this Contract is not subject to, nor the subject of, any application for credit; and that the Purchaser is satisfied as to the reasonableness of all of the terms of any credit Contract which the Purchaser may have entered into, or intends to enter into to enable the Purchaser to complete this Contract. The Purchaser acknowledges that the Vendor has been induced to enter into this Contract and may enter into further Contractual obligations on or after the date of this Contract, based upon the Vendor's reliance upon the Purchaser's warranty herein and that the Purchaser shall remain liable to the Vendor for all or any damages (including legal costs) arising from the breach of the Purchaser's warranty

notwithstanding that the Purchaser may have a right to terminate this Contract pursuant to Section 124 of the Uniform Consumer Credit Code.

47 DEPOSIT AND REDUCED DEPOSIT

- 47.1 If the deposit payable is less than 10% of the price then, the deposit is payable in the following manner:-
- 47.1.1 As to the sum of \$ upon the date of this Contract;
- 47.1.2. As to the sum of \$ upon the earlier of:
- (i) Default by the Purchaser in the observance or performance of any obligations under this Contract; or
- (ii) Completion of this Contract.
- 47.2 Notwithstanding any provisions in this Contract requiring investment of the deposit the Purchaser gives to the Vendor permission to use the deposit or any part of it ("Amount Released") as a deposit and stamp duty upon the purchase by the Vendor of a property in New South Wales subject to such Amount Released being held in trust (and not released to any new party) by the Vendor in relation to any new purchase until such time as this Contract is completed.
- 47.3 If the Purchaser is in default and the Vendor becomes entitled to recover the deposit from the Purchaser, then the Purchaser authorises the deposit holder to release the deposit to the Vendor upon demand forthwith without any further notice.
- 47.4 The Purchaser agrees that no further authority or consent in writing or otherwise will be required from the Purchaser other than as contained in this clause.

48 PAYMENT OF DEPOSIT BY BOND

- 48.1 Instead of paying the deposit under clause 3.1, the Purchaser may deliver a deposit guarantee bond or bank guarantee ("bond") to the Vendor on or before the date of this Contract.
- 48.2 On completion the Purchaser must pay to the Vendor in cash or by unendorsed bank cheque the amount of the deposit.
- 48.3 If the Vendor gives the Purchaser a notice in writing claiming forfeiture of the deposit under this Contract, then the Purchaser must pay to the Vendor within two (2) clear business days of receiving that notice the amount of the deposit.
- 48.4 If the Purchaser does not comply with these provisions the Purchaser is immediately, without notice, in breach of an essential obligation under this Contract and the Vendor may demand payment from the issuer of the bond of the whole of the amount stipulated in the bond without any authority from the Purchaser and without any further notice.
- 48.5 It is an essential provision of this Contract that the Purchaser complies with this clause. If the Purchaser does not comply with its obligations under this clause, the Vendor may elect, in its absolute discretion, to:
- 48.5.1 terminate this Contract and forfeit the Bond; or
- 48.5.2 treat the non-compliance as a deemed failure to pay the deposit.

49 NOTICE TO COMPLETE

- 49.1 If completion has not taken place on or before the due date then either party shall be entitled to serve upon the other a Notice to Complete requiring completion not less than **fourteen (14) days** after the date of such notice calculated exclusive of the date of service but inclusive of the completion date and providing on the last day of the Notice a time between 10.00 am and 4.00 pm and making time of the essence of the Contract.
- 49.2 It is hereby acknowledged and declared between the parties that the time period specified in the Notice to Complete referred to in this clause shall be adequate and sufficient for all purposes both at law and in equity.
- 49.3 Despite any other provision contained in this Contract, if the Purchaser fails to complete this Contract and a notice to complete is served by the Vendor's solicitor then the Purchaser shall be liable for the Vendor's legal costs for the preparation and service of the notice to complete in the agreed sum of **\$385.00** (inclusive of GST).

- 49.4 The Purchaser acknowledges that payment of the sum in clause 49.3 is to be paid on or before completion and is an essential term and condition of this Contract.
- 49.5 The Vendor shall not be required to complete unless payment is made on or before settlement.

50 INTEREST FOR LATE COMPLETION

- 50.1 The Purchaser covenants and agrees if for any reason whatsoever not attributable to the default of the Vendor this Contract shall not be completed on or before the completion date the Purchaser shall thereafter but without prejudice to any other right of the Vendor as provided in this Contract or otherwise pay to the Vendor interest on any monies then remaining owing under this Contract at the rate of **ten percent (10%) per annum** calculated on a daily basis for the period commencing on and including the completion date until the date of payment to the Vendor, both dates inclusive and continuing up to and including the date of completion.
- 50.2 Any such interest shall be in addition to any other monies payable under this Contract.
- 50.3 Any such interest referred to in Clause 50.1 above shall be a liquidated debt due to the Vendor and shall immediately be recoverable by the Vendor in any court of appropriate jurisdiction together with all costs and expenses of the Vendor relating to such enforcement against the Purchaser (and where there is more than one Purchaser against the Purchasers separately and together) and collection of payment and shall be payable by the Purchaser to the Vendor upon completion.
- 50.4 The Vendor shall not be required to complete unless payment is made on or before settlement.
- 50.5 It is agreed that any amount payable under this clause is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

51 ENCUMBRANCES

- 51.1. The Purchaser agrees that he shall not be entitled to make or take any objection requisition or claim whatsoever regarding any mortgage, caveat, or land tax charge affecting the property at or prior to completion and will upon completion, accept a duly executed Discharge of Mortgage, Withdrawal of Caveat in registrable form of any such mortgage or caveat as may be applicable and/or a clear land tax certificate in full satisfaction of the Vendor's obligations to give to the Purchaser an unencumbered legal title to the property on completion. Without prejudice to the generality of the foregoing, the Purchaser agrees that:
- 51.1.1 the Purchaser shall not be entitled to delay completion of this Contract on the basis that at the time stipulated for completion, any such mortgage or caveat or land tax charge continues to affect the property; and
- 51.1.2 the Purchaser shall not be entitled to deny the validity of a Notice to Complete served pursuant to this Contract on the basis that such mortgage or caveat or land tax charge continued to affect the property at the time when the Notice to Complete was served.
- 51.2 The Vendor shall allow the Purchaser to deduct from the balance of price payable on completion, an amount equivalent to the registration fee(s) payable to the Land Titles Office on any such Discharge of Mortgage, Withdrawal of Caveat or both as may be applicable.
- 51.3 In consideration of the agreement as contained in the Contract for Sale of Land by the Vendor to sell the property to the Purchaser, the Purchaser agrees that after completion of this Contract he shall promptly attend to registration at the Land Titles Office of any such Discharge of Mortgage, Withdrawal of Caveat and/or the assurance of or relating to the property.
- 51.4 The requirement to register documents at the Land Titles Office shall not merge upon completion of this Contract for the Sale of Land.

52 CAVEAT

The Purchaser shall not lodge a caveat over the property prior to completion of this Contract.

53 REQUISITIONS ON TITLE

The Purchaser acknowledges that the form of requisitions on title the Purchaser is entitled to raise pursuant to Clause 5 will be in the form of the requisitions on title annexed hereto. The Purchaser is deemed to have made those requisitions and

the Vendor's responses to those requisitions are enclosed in this Contract. The Vendor is not required to update those answers at any time. If the Purchaser serves or purports to serve requisitions in any other form then it is deemed to have waived its right to make any requisitions under this Contract and the Vendor will have no obligation to answer those or other requisitions.

54 SURVEY REPORT

- 54.1 The Vendor makes no warranty as to the accuracy or completeness of any survey report.
- 54.2 The Purchaser acknowledges that anything disclosed in the survey is both specifically disclosed and clearly described in this Contract.
- 54.3 The Purchaser acknowledges and agrees that the survey may not reveal the current state of improvements on the property and that the Purchaser has, relied upon his own inspection and inquiries in relation to the survey al improvements.
- 54.4 The Vendor may not possess the original survey and, if not, the Purchaser may not require production of the original.
- 54.5 The Purchaser shall not make nor be entitled to make any requisition, claim for compensation, delay completion, rescind or terminate in respect of any matter or thing noted, disclosed, referred to in or arising out the survey or this clause.

55 TENANCIES (IF APPLICABLE)

- 55.1 If the property is sold subject to any tenancy residential or commercial, the Purchaser cannot make a claim, claim for compensation or raise a requisition or rescind or terminate or delay completion if any tenant vacates any part of the property on or before completion.
- 55.2 The Vendor does not warrant that any lease will be in force at the completion date.
- 55.3 The Purchaser has satisfied itself about any existing lease or tenancy and has sought relevant legal and financial advice in respect to each leases attached to the Contract.
- 55.4 Excluded from the sale are any tenant's fixtures and fittings and the Purchaser acknowledges that it relies entirely on its own enquiries in identifying them and cannot make a claim or requisition or delay completion rescind or terminate in relation to any such items.
- 55.5 The Purchaser agrees and acknowledges that the Vendor may before completion: -
 - 55.5.1 Lawfully terminate any leases or tenancy agreements.
 - 55.5.2 Accept surrender of leases or tenancy agreements; or
 - 55.5.3 With the consent of the Purchaser enter into new leases or tenancy agreements.
- 55.6 The Purchaser cannot insist on the Vendor to: -
 - 55.6.1 Remove any expired, surrendered or terminated leases from the certificate of title.
 - 55.6.2 Provide the originals of any registered leases not in the Vendor's possession.
 - 55.6.3 Stamp or register any leases before completion.
- 55.7 if any lease is not stamped or registered at completion (and is required to be registered by law or by a tenant) the Vendor will allow on completion (as an adjustment) the relevant amounts for stamp duty or registration fees (as the case may be) if the Vendor has received the amounts from the tenant.
- 55.8 Subject to clause 55.7, the Purchaser undertakes to:-
 - 55.8.1 Procure the stamping and registration of the leases within any statutory time limits; and
 - 55.8.2 Return a stamped and registered lease to the relevant tenant.
- 55.9 The Purchaser agrees to indemnify the Vendor for and against any claims, damages, and costs arising from any failure to stamp or register a lease.

- 55.10 The Purchaser cannot make any requisition, objection or claim; or rescind, terminate or delay completion of this Contract by reason of any of the above matters under this clause 55.

56 ADJUSTMENT OF LEASE PAYMENTS

- 56.1 Rent and outgoings paid in advance by a tenant will be adjusted between the Vendor and the Purchaser on completion.
- 56.2 Rent and outgoings not paid and in arrears of the payment of rent by a tenant will be treated as if the amounts were paid for and will also be adjusted between the Vendor and the Purchaser as paid on completion and an adjustment will be paid to the Vendor.
- 56.3 The Purchaser retains rights to recover from and institute legal proceedings against a tenant and/or guarantor under a lease in respect of any monies payable to the Vendor and in arrears up to completion.
- 56.4 This clause will not merge on completion.

57 BUILDING MATERIALS, CLEANING, WASTE AND RUBBISH

- 57.1 The Purchaser agrees that the Vendor is not obliged to remove or pay for the removal of any building materials, vegetation, personal belongings, waste or rubbish owned and left behind by the Vendor or any collection of items or materials which were present on the property at the time of exchange or completion, whether stored in or under the house or on the property in any manner whatsoever, other than as may be specified as exclusions herein and the Purchaser will make no objection or claim for compensation or delay completion in relation thereto.
- 57.2 Even though the Vendor will use its best endeavours to ensure the property is left in a clean state, the Purchaser shall not be entitled to and shall not make any requisition, claim for compensation, delay completion, rescind or terminate the Contract with respect to the cleanliness of the entire property and the matters referred to in or arising out of this clause or any item, building material, vegetation, personal belongings, waste or rubbish left behind when a final inspection is undertaken by the Purchaser.
- 57.3 This clause shall not merge on completion.

58 NOTICES

- 58.1 In addition to the provisions of Clause 20.6 of this Contract, service of any notice or document under or relating to this Contract may be effected and shall be sufficient service on a party if sent to that party or party's solicitor by delivery, document exchange system, prepaid post facsimile and such service of any notice or document shall be deemed have been served on that party personally.
- 58.2 Subject to Clause 20.6 of this Contract, all notices or documents will be deemed to have been duly given or sent:
- 58.2.1 if delivered, upon delivery;
- 58.2.2 If sent by prepaid letter, upon the second Business Day after the date upon which it was posted; and
- 58.2.3 if sent by facsimile transmission the next business day after it is sent by facsimile transmission except where the sending party's transmission indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete malfunctioned or corrupted transmission in which case facsimile transmission will be deemed not to have been given or made.
- 58.3 The parties agree that in any notice given to the other party a period of **fourteen (14) days** shall be agreed to be reasonable notice and in this respect time shall be and shall be deemed to be of the essence of the Contract.

59 GOODS & SERVICES TAX

- 59.1 If this Contract says that the Premises is eligible Residential Premises then this clause shall apply:-**
- 59.1.1 In this clause:

The "Act" means the Act entitled "A new Tax System (Goods and Services Tax) Act 1999" as amended from time to time or any act passed in substitution for or replacement of that act; and Expressions and words defined in the Act and used in this Clause have the meanings defined in the Act.

- 59.1.2 The Purchaser warrants that it will use the property predominantly for residential accommodation after completion.
- 59.1.3 The Purchaser indemnifies the Vendor for loss, damage, expense, taxes, fines and penalties incurred by the Vendor including GST as a result of the breach of the warranty in sub-clause 59.1.2.
- 59.1.4 This clause will not merge on completion.

59.2 If this Contract says that the Premises is a sale of a Taxable Supply then this clause shall apply:-

- 59.2.1 This clause shall apply notwithstanding anything else herein contained and notwithstanding that the "GST information" boxes appearing on page 1 of the printed form of Contract have been marked or not.
- 59.2.2 The purchase price does not include any Goods and Services tax ("GST").
- 59.2.3 If the property referred to herein represents a taxable supply in respect of which the Vendor will be liable to pay GST, then in addition to the purchase price hereinbefore mentioned, the Purchaser shall on completion, pay to the Vendor that additional sum which is equal to ten percent (10%) of the aforementioned purchase price representing the amount of GST payable by the Vendor as a result of the terms of this Contract together with any accrued interest. The Vendor shall deliver to the Purchaser on settlement a tax invoice in respect of this additional payment.
- 59.2.4 The Purchaser and Vendor acknowledge and agree that any GST payable shall be calculated under the General (Ordinary) method.
- 59.2.5 Notwithstanding anything else contained herein, it is further agreed that if the Vendor serves a letter from the Australian Taxation Office stating that the Vendor has to pay GST on the sale or under this Contract for sale, the Purchaser promises to indemnify the Vendor and the Purchaser must pay on demand to the Vendor the sum of 10% of the price and accrued interest.
- 59.2.6 This Clause shall not merge on completion.

59.3 If this Contract says that the Premises is a sale of a Going Concern then this clause shall apply:-

- 59.3.1 In this Clause, "Act" means the Act called "A New Tax System (Goods and Services Tax) Act 1999".
- 59.3.2 The Purchaser warrants to the Vendor that the Purchaser is registered or required to be registered under that Act.
- 59.3.3 The Vendor warrants to the Purchaser that the property comprises all things that are necessary for the continued operation of the enterprise conducted by the Vendor on the property.
- 59.3.4 The Vendor covenants with the Purchaser that the Vendor will carry on that enterprise until completion.
- 59.3.5 The Vendor and the Purchaser agree that, for the purposes of the Act, the supply pursuant to this Contract is of a going concern.
- 59.3.6 Notwithstanding clause 59.3.5 above, if the Vendor serves a letter from the Australian Taxation Office stating that the Vendor has to pay GST on the price, the Purchaser promises to indemnify the Vendor and the Purchaser must pay on demand to the Vendor the sum of 10% of the price, interest and the Vendor's legal costs.
- 59.3.7 This clause shall not merge on completion.

59.4 If this Contract says that the sale is not a taxable supply because the sale is by a Vendor who is neither registered for GST nor required to be registered for GST then this clause shall apply:-

- 59.4.1 This clause shall apply notwithstanding anything else herein if the Vendor is neither registered nor required to be registered for GST however if the Vendor serves a letter from the Australian Taxation Office stating that the Vendor has to pay GST on the sale or under this Contract for sale, the Purchaser promises to indemnify the Vendor and the Purchaser must pay on demand to the Vendor the sum of 10% of the price and accrued interest.
- 59.4.2 This clause shall not merge on completion.

59.5 If this Contract says that the sale is a taxable supply because the sale is a GST taxable supply and the margin scheme will be used in making the taxable supply then this clause shall apply:-

- 59.5.1 This clause shall apply notwithstanding anything else herein contained and notwithstanding that the "GST information" boxes appearing on page 1 of the printed form of Contract have been marked or not.
- 59.5.2 In this Clause, "Act" means the Act called "A New Tax System (Goods and Services Tax) Act 1999".
- 59.5.3 The Purchaser warrants to the Vendor that the property will be used by the Purchaser predominantly for residential accommodation within the meaning of the Act.
- 59.5.4 If the property referred to herein represents a taxable supply in respect of which the Vendor is and will be liable to pay GST then the Purchaser acknowledges and agrees that If GST becomes payable on or after completion then the following clauses will apply:
- (a) the Vendor is registered or required to be registered under A New Tax System (Goods and Services Tax) Act 1999; and
 - (b) the Vendor has chosen in those circumstances to apply the margin scheme in relation to the supply to the Purchaser pursuant to this Contract.
 - (c) the Vendor is responsible for the payment of the GST under the margin scheme.
 - (d) the price includes GST.
- 59.6 This Clause shall not merge on completion.

60 ANY DELAY IN SETTLEMENT

- 60.1 If settlement of this matter does not take place at the time first appointed ("the settlement date"), due to the fault of the Purchaser or its mortgagee, then the Purchaser shall pay all the fees and charges including any agent fees and re-certification fees incurred by the Vendor or it's mortgagee and including its solicitors fees and charges in relation to any re-arrangement and attending of settlement
- 60.2 The Vendor shall not be required to complete unless payment is made on or before settlement.

61 SERVICES

- 61.1 The Purchaser must not make any objection, requisition claim for compensation in respect of:
- 61.1.1 The nature, location, availability or non-availability of any services to the Property;
 - 61.1.2 The property being subject to any service or mains, pipes or connections for any service;
 - 61.1.3 The property having the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;
 - 61.1.4 Any defects in any service to the property;
 - 61.1.5 Any underground or surface stormwater drain passing through under or over the property; or
 - 61.1.6 Any manhole or vent on the property.

62 ERROR IN ADJUSTMENT OF OUTGOINGS

- 62.1 The Vendor and the Purchaser agree that if on completion any apportionment or adjustment of any outgoings required to be made under this Contract is overlooked or is incorrectly calculated, the Vendor or Purchaser will forthwith upon being so requested by the other make the correct calculation and adjustment and pay such amount to the other as is correctly determined by such calculation and to be paid within **seven (7) days** upon being requested to do so in writing.
- 62.2 This condition shall not merge on completion.

63 IF PURCHASER IS A COMPANY

- 63.1 If the Purchaser of the property is a company, the officers or persons who sign this Contract on behalf of the company or who attest the seal of the company on this Contract:-
 - 63.1.1 Jointly and separately guarantee all obligations of the Purchaser under this agreement including payment of the purchase price.
 - 63.1.2 Jointly and separately indemnify the Vendor in respect of any default of the Purchaser under this agreement.

64 CONFIDENTIALITY

- 64.1 The parties acknowledge that the terms and conditions of, and the identity of the parties to, this Contract are strictly confidential.
- 64.2 Except as stated in this Contract, each party must not and must not permit any of its officers, employees, agents, contractors or related persons to disclose any confidential information to any person, other than its professional advisers or as required by law, without the prior written consent of the party to whom the confidential information relates.

65 GUARANTEE

The word "guarantor" in this Contract means.....

(Full Name)

of

(Address)

- 65.1 In consideration of the Vendor entering into this Contract at the guarantor's request, the guarantor guarantees to the Vendor:
 - 65.1.1 payment of all money payable by the Purchaser under this Contract; and
 - 65.1.2 the performance of all of the Purchaser's other obligations under this Contract.
- 65.2 The guarantor:
 - 65.2.1 indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under his Contract; and
 - 65.2.2 must pay on demand any money due to the Vendor under this indemnity.
- 65.3 The guarantor is jointly and separately liable with the Purchaser to the Vendor for:
 - 65.3.1 the performance by the Purchaser of its obligations under this Contract; and
 - 65.3.2 any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the Vendor.
 - 65.3.3 The guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this clause.
 - 65.3.4 If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 65.4 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
 - 65.4.1 the granting of any time, waiver, covenant not to sue or other indulgence;
 - 65.4.2 the release or discharge of any person;
 - 65.4.3 an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the guarantor or any other person;
 - 65.4.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Vendor by this Contract, a statute, a Court or otherwise;

- 65.4.5 payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- 65.4.6 the winding up of the Purchaser.
- 65.4.7 This clause binds the guarantor and the executors, administrators and assigns of the guarantor and operates as a Deed between the Vendor and the guarantor.

SIGNED SEALED & DELIVERED BY)
 in the presence of:)
 Signature of Guarantors

 Signature of Witness Print Name of Guarantor
 Date
 Print Name of Witness

66 ENVIRONMENTAL LIABILITY

- 66.1 No representation or warranty is given in relation to:
 - 66.1.1 Any activity(ies) on or prior to Completion;
 - 66.1.2 the existence or extent of contamination emanating from, on, in, under or over the property or any affected land;
 - 66.1.3 the status of compliance with Environmental laws applicable (now or after completion) with respect to the property or any affected land;
 - 66.1.4 liabilities of any activity or contamination on or prior to completion with respect to the property or any affected land; or
 - 66.1.5 the extent to which the property or any affected land is the subject of or cause of environmental harm.
- 66.2 The Purchaser has made such inspections and enquiries and has, to the extent required, effected such tests as it requires to satisfy itself in relation to all issues in relation to the Environment in connection with the property or any activity, the status of compliance with the Environmental laws and the condition of the property or any affected land including the existence and extent of contamination.
- 66.3 Subject to the terms of this Contract, on and from completion the Purchaser shall assume all responsibility and liability for and associated with all contaminants in, on or under the property or any affected land and any improvements on it including full responsibility for compliance with and liability under all environmental laws.
- 66.4 from completion the Purchaser shall indemnify the Vendor on demand from and against all:
 - 66.4.1 Environmental liability;
 - 66.4.2 Liability or cost suffered or incurred by the Vendor in respect of any default by the Purchaser under clause 66.3;
 - 66.4.3 Liability or cost suffered or incurred by the Vendor in respect of any;
 - (a) Direction, notice or order given or made under the Environmental law;
 - (b) Breach of an Environmental Law;
 - (c) Claim in respect of Contamination of or from the Property or any affected land.
- 66.5 Clause 66 does not merge on completion.

67 PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)

The Vendor discloses and the Purchaser acknowledges that on completion the Vendor may be subject to charges or notifications under PPSA. The Purchaser cannot require the Vendor to take any action in relation to such charge or notification. The Vendor may, in addition to the discharge of any mortgage noted on this title, procure a letter from the mortgagee to the

effect that following completion of the Contract, the mortgagee will have no further interest in the property under any charge or notification under the PPSA.

68 CONDITIONS OF SALE BY AUCTION (IF APPLICABLE)

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

- 68.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
- 68.1.1 The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - 68.1.2 A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - 68.1.3 The highest bidder is the Purchaser, subject to any reserve price.
 - 68.1.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - 68.1.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, if it is not in the best interest of the seller.
 - 68.1.6 A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - 68.1.7 A bid cannot be made or accepted after the fall of the hammer.
 - 68.1.8 As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.
- 68.2 The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- 68.2.1 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - 68.2.2 One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - 68.1.3 When making a bid on behalf of the seller or accepting, a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

69 LAND TAX

- 69.1 The Purchaser acknowledges that if the Land Tax Section 47 Certificate shows that there is land tax owing on the property the Vendor will either provide a clear Section 47 Land Tax Certificate on or before settlement.
- 69.2 The Purchaser shall not make nor be entitled to make any requisition, objection, claim for compensation, delay completion, rescind or terminate by reason of any matter or thing noted, disclosed, referred to in or arising out of this clause.

70 ALTERATIONS TO CONTRACT

In this Contract, a reference to a document, information, matter or thing having been disclosed to the Purchaser includes anything which has been provided to or made available for inspection by the Purchaser, whether or not the Purchaser has actually inspected or examined the relevant document, information, matter or thing.

71 FIRB APPROVAL

- 71.1 The Purchaser warrants to the Vendor that the Purchaser is entitled to purchase the property without the approval or consent of the Foreign Investment Review Board to the Purchase of the Property.
- 71.2 In the event of any breach of the said warranty the Purchaser hereby indemnifies the Vendor from and against any loss, damage, penalty, fine, expense and cost which the Vendor may suffer or incur as a result of such breach of warranty.

72 INCLUSIONS

- 72.1 Subject to condition 72.2, any fixtures, fittings, plant and equipment that are included in the sale become the property of the Purchaser and are sold on a "walk in, walk out" basis.
- 72.2 The Vendor is not responsible for loss or breakdown of, or damage or fair wear and tear, occurring after the date of this Contract in respect of the said plant, equipment or any inclusions.
- 72.3 The Purchaser shall not make nor be entitled to make any requisition, claim for compensation, delay completion, rescind or terminate in respect of any matter or thing noted, disclosed, referred to in or arising out of this clause.

73 CAVEATS

- 73.1 If the Vendor is prevented from completing this Contract by the completion date for any reason including obtaining a withdrawal of caveat (and the Vendor's decision will be final and binding on the Purchaser), the Vendor may by written notice to the Purchaser rescind this Contract and the provisions of clause 19 will apply.
- 73.2 The Purchaser acknowledges and agrees that any rescission of this Contract by the Vendor pursuant to this clause 73:
- 73.2.1 Will not be a breach of this Contract for the purposes of clause 19.2.3; and
- 73.2.2 The Purchaser waives any rights it may have to claim for damages, costs or expenses arising directly or indirectly from any rescission of this Contract by the Vendor pursuant to clause 73.1.
- 73.3 This Clause shall not merge on completion.

74 ATTACHED DOCUMENTS

The Purchaser shall not be entitled to make any objection, requisition, claim for compensation, delay completion, rescind or terminate this Contract in respect of any matter disclosed in any of the documents from any public authority/certifier/surveyor attached to this Contract.

75 SEWER DIAGRAMS

Annexed to this Contract are copies of the sewerage connections diagram and sewer mains diagram for the land currently available from any public authority. The diagrams may not represent the position of the services as they currently exist within the subject property but have been included in this Contract for the purposes of identifying the position of the sewer. The Purchaser shall not be entitled to make any objection, requisition, claim for compensation, delay completion, rescind or terminate this Contract in respect of thereof or any changes thereto.

76 WATER AND SEWERAGE USAGE CHARGES

Subject to Clause 14.7 of the Contract, the Vendor must on completion allow amounts for water and sewerage usage charges for which the relevant authority has not issued accounts. The amounts must be calculated by multiplying the number of unbilled days up to and including the adjustment date by the daily average charge for usage for the last period of which an account issued. The Purchaser shall not be entitled to request the vendor for a refund or any further adjustment if the actual daily average charge for usage is different from the amount adjusted in accordance with this clause.

77 REGISTERED DEALINGS

- 77.1 The Purchaser acknowledges that the undermentioned instruments listed as Notifications in the Second Schedule of Folio Identifier CP/SP55982 have not been fully copied due to their size for the purposes of this Contract and the purchaser agrees not to make any objection, requisition nor claim for compensation nor shall the purchaser be entitled to rescind or terminate this contract or delay completion thereof by reason of the fact:-
- 77.1.1 Lease No.AK971351 (510 pages);

- 77.1.3 Lease No. AK971352 (400 pages);
- 77.1.4 Mortgage No. AK971502 (370 pages); and
- 77.1.5 Change of Name No. AK971571 (338 pages).
- 77.2 This Clause shall not merge on completion

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.



FOLIO: 56/SP55982

SEARCH DATE	TIME	EDITION NO	DATE
21/2/2024	9:33 AM	7	8/9/2018

LAND

LOT 56 IN STRATA PLAN 55982
AT SURRY HILLS
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

GEORGE KARALIS
GEORGIA KARALIS
AS JOINT TENANTS (T AE5306)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP55982
- 2 AE5307 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP55982

SEARCH DATE	TIME	EDITION NO	DATE
21/2/2024	9:33 AM	17	26/9/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 55982
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SURRY HILLS
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP55982

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 55982
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- BCMS STRATA MANAGEMENT PTY LTD
LOCKED BAG 22
HAYMARKET 1238

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS BY CROWN GRANT AFFECTING THE PART SHOWN SO
BURDENED IN THE TITLE DIAGRAM - SEE CROWN GRANT
- 3 S339504 LEASE TO SYDNEY COUNTY COUNCIL OF SUBSTATION
NO.4366 (LEVEL 2) AS SHOWN IN PLAN WITH S339504.
EXPIRES 31.12.2029 AS REGARDS THE PART FORMERLY IN
1/68913
AK971351 LEASE OF LEASE S339504 TO BLUE ASSET PARTNER PTY
LTD, ERIC ALPHA ASSET CORPORATION 1 PTY LTD, ERIC
ALPHA ASSET CORPORATION 2 PTY LTD, ERIC ALPHA
ASSET CORPORATION 3 PTY LTD & ERIC ALPHA ASSET
CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE
2.3 (b) (ii).
- AK971352 LEASE OF LEASE AK971351 TO BLUE OP PARTNER PTY
LTD, ERIC ALPHA OPERATOR CORPORATION 1 PTY LTD,
ERIC ALPHA OPERATOR CORPORATION 2 PTY LTD, ERIC
ALPHA OPERATOR CORPORATION 3 PTY LTD & ERIC ALPHA
OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE
DEALING. CLAUSE 12.1
- AK971502 MORTGAGE OF LEASE AK971351 TO ANZ FIDUCIARY
SERVICES PTY LTD
- AK971571 CHANGE OF NAME AFFECTING LEASE S339504 LESSEE
NOW ALPHA DISTRIBUTION MINISTERIAL HOLDING

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (8 NOTIFICATIONS) (CONTINUED)

CORPORATION

- 4 S894585 EASEMENT TO DRAIN WATER 1.2 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 SP55982 RESTRICTION(S) ON THE USE OF LAND
- 6 SP55982 POSITIVE COVENANT
- 7 AP395805 INITIAL PERIOD EXPIRED
- 8 AS150180 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 55982

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	186	2	88	3	100	4	694
5	148	6	16	7	119	8	144
9	144	10	186	11	142	12	144
13	103	14	138	15	211	16	125
17	176	18	88	19	107	20	91
21	91	22	123	23	151	24	151
25	195	26	144	27	188	28	151
29	142	30	217	31	132	32	180
33	96	34	99	35	94	36	94
37	123	38	154	39	154	40	195
41	142	42	195	43	154	44	144
45	233	46	138	47	188	48	100
49	99	50	96	51	96	52	132
53	163	54	163	55	205	56	151
57	157	58	154	59	207	60	255
61	157	62	214	63	104	64	129
65	100	66	100				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* 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
 SOUTH SYDNEY
 ARNOLD PLACE & GOULBURN STREET
 LOT 6
 62/97 (2016575)
 1 NOVEMBER 1997
 62/97 (2016575)
 1 NOVEMBER 1997

SURVEYOR'S CERTIFICATE
 DAVID WALLACE FAIRLIE
 ROYAL SOCIETY OF SURVEYORS
 1111 SOUTH SYDNEY ROAD, SYDNEY NSW 2002
 3 February 1994
 Registered No. 370 Book 497
 Power of Attorney dated the 13th day of November 1997
 By its Attorneys
 Westpac Banking Corporation
 Dated this 13th day of November 1997
 ARBN 007 457 141
 the Mortgagee under Mortgage
 No. 275215 HEREBY
 CONSENTS to the within

PLAN OF SUBDIVISION OF LOT 111 DP869074
 L G A SOUTH SYDNEY
 Parish: ALEXANDRIA County: CUMBERLAND
 Suburb: SURRY HILLS
 Locality: SURRY HILLS
 Reduction Ratio 1: Lengths are in metres

STRATA PLAN 55982
 Registered: 14-11-1997
 C.A.: 62/97 OF 7.11.1997
 Purpose: STRATA PLAN
 Ref. Map: RILEY ESTATE BLOCK F2*
 Last Plan: DP869074

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants, PURSUANT TO SECTION 7 (3) STRATA TITLES ACT, 1973 AND SECTION 88B OF THE CONVEYANCING ACT, 1919-1964. IT IS INTENDED TO CREATE:

1 RESTRICTION ON USE
 2 POSITIVE COVENANT

CHILIRIS PTY. LIMITED A.C.N. 089 987 704
MASCULA PTY. LTD A.C.N. 070 145 738
 THE COMMON SEAL OF

N.G. ANDRIOTAKIS
 Director MASCULA p/lr
 G. MALOUF
 Director CHILIRIS p/lr

DEVELOPERS BY LAWS
 Schedule of By-laws in 10 sheets filed with plan
 10 sheets out of which ever is inapplicable

Westpac Banking Corporation
 BANK OFFICER
 Registered No. 370 Book 497
 3 February 1994
 Power of Attorney dated the 13th day of November 1997
 By its Attorneys
 Westpac Banking Corporation
 Dated this 13th day of November 1997
 ARBN 007 457 141
 the Mortgagee under Mortgage
 No. 275215 HEREBY
 CONSENTS to the within

Name of, and address for service of notices on, the body corporate
 Address required on original strata plan only.
 THE OWNERS OF STRATA PLAN No 172 - 190 RILEY STREET, SURRY HILLS 2010

FOR LOCATION PLAN SEE SHEET 2

Plan Drawing only to appear in this space

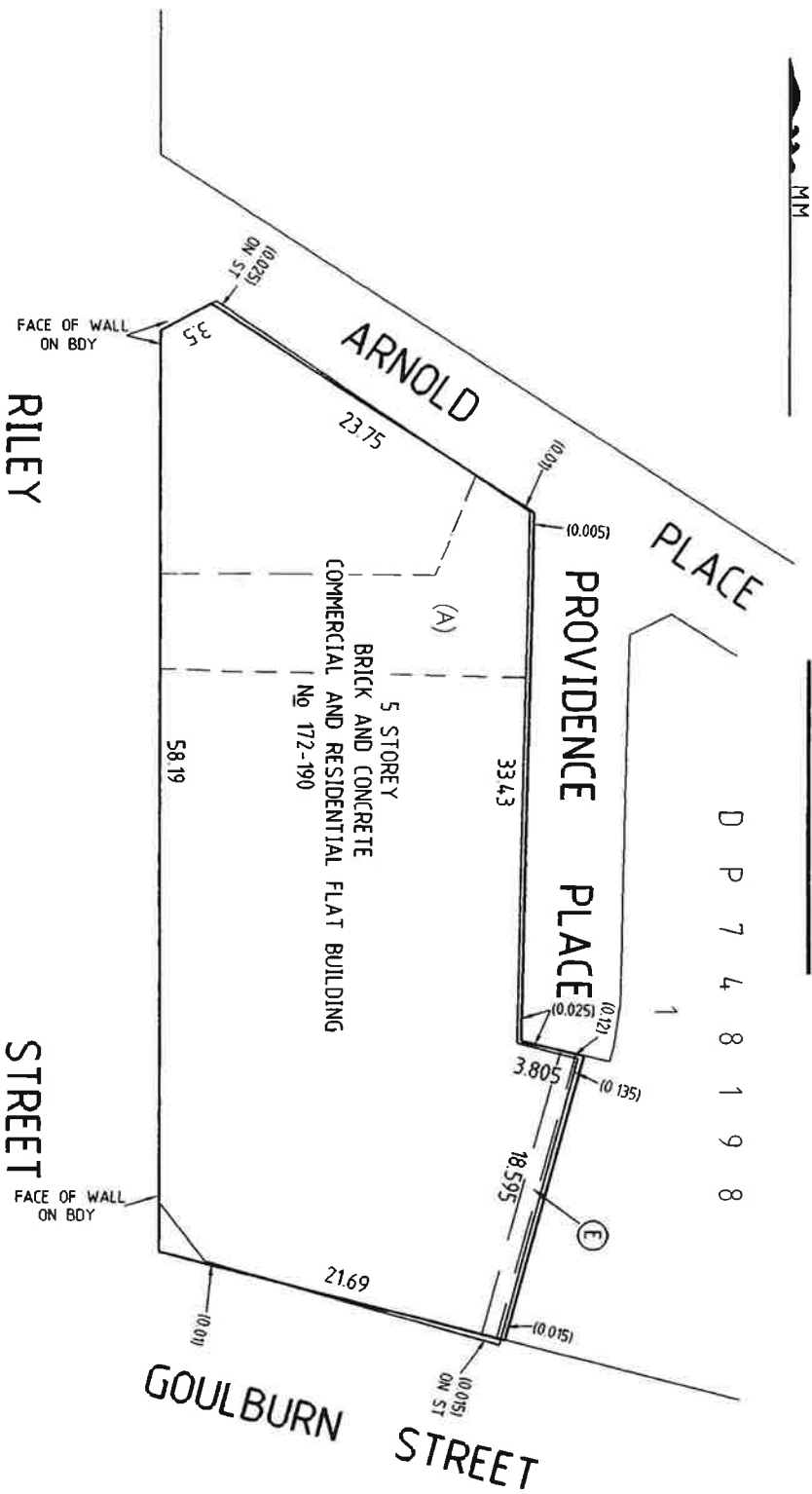
SURVEYOR'S REFERENCE: 6049/SP (E)

Plan Drawing only to appear in this space

STRATA PLAN 55982

LOCATION PLAN

D P 7 4 8 1 9 8



- (E) EASEMENT TO DRAIN WATER 12 WIDE (WIDE S894585)
- (A) EX MINERALS - SEE CROWN GRANT

Reduction Ratio 1: 300

Lengths are in metres

DFairlie
 Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person
[Signature]

SURVEYOR'S REFERENCE: 6049/SP (E)

STRATA PLAN 55982

SCHEDULE OF UNIT ENTITLEMENT

LOT N ^o	UNIT ENTITLEMENT	LOT N ^o	UNIT ENTITLEMENT
1	186	34	99
2	88	35	94
3	100	36	94
4	694	37	123
5	148	38	154
6	16	39	154
7	119	40	195
8	144	41	142
9	144	42	195
10	186	43	154
11	142	44	144
12	144	45	233
13	103	46	138
14	138	47	188
15	211	48	100
16	125	49	99
17	176	50	96
18	88	51	96
19	107	52	132
20	91	53	163
21	91	54	163
22	123	55	205
23	151	56	151
24	151	57	157
25	195	58	154
26	144	59	207
27	188	60	255
28	151	61	157
29	142	62	214
30	217	63	104
31	132	64	129
32	180	65	100
33	96	66	100
AGGREGATE		10000	

Reduction Ratio 1:

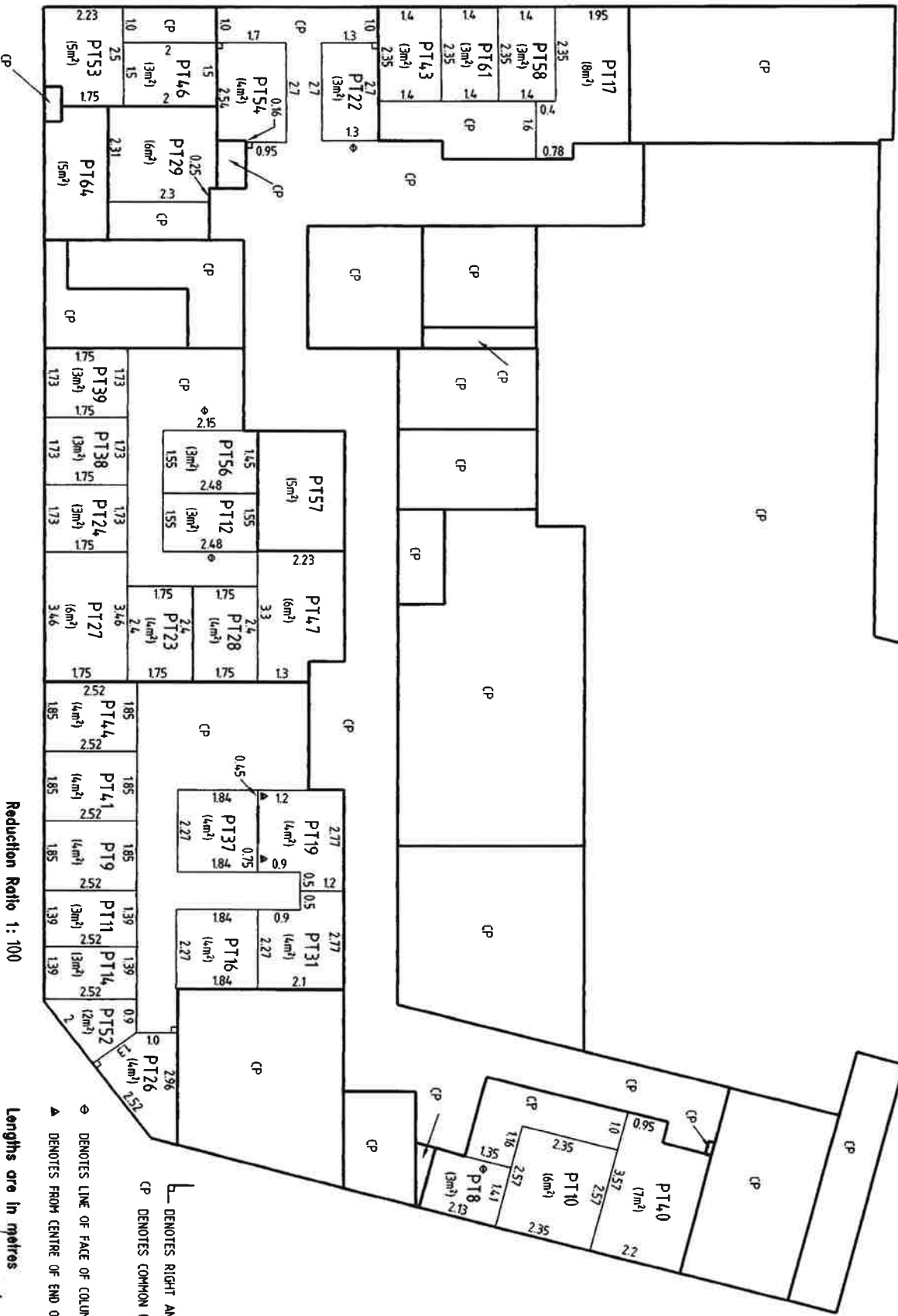
Lengths are in metres

D. Forster
 Surveyor Registered under Surveyors Act 1929
 General Manager/Authorised Person

SURVEYOR'S REFERENCE: 6049/SP (E)

BASEMENT LEVEL 2

STRATA PLAN 55982



AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.

Reduction Ratio 1: 100

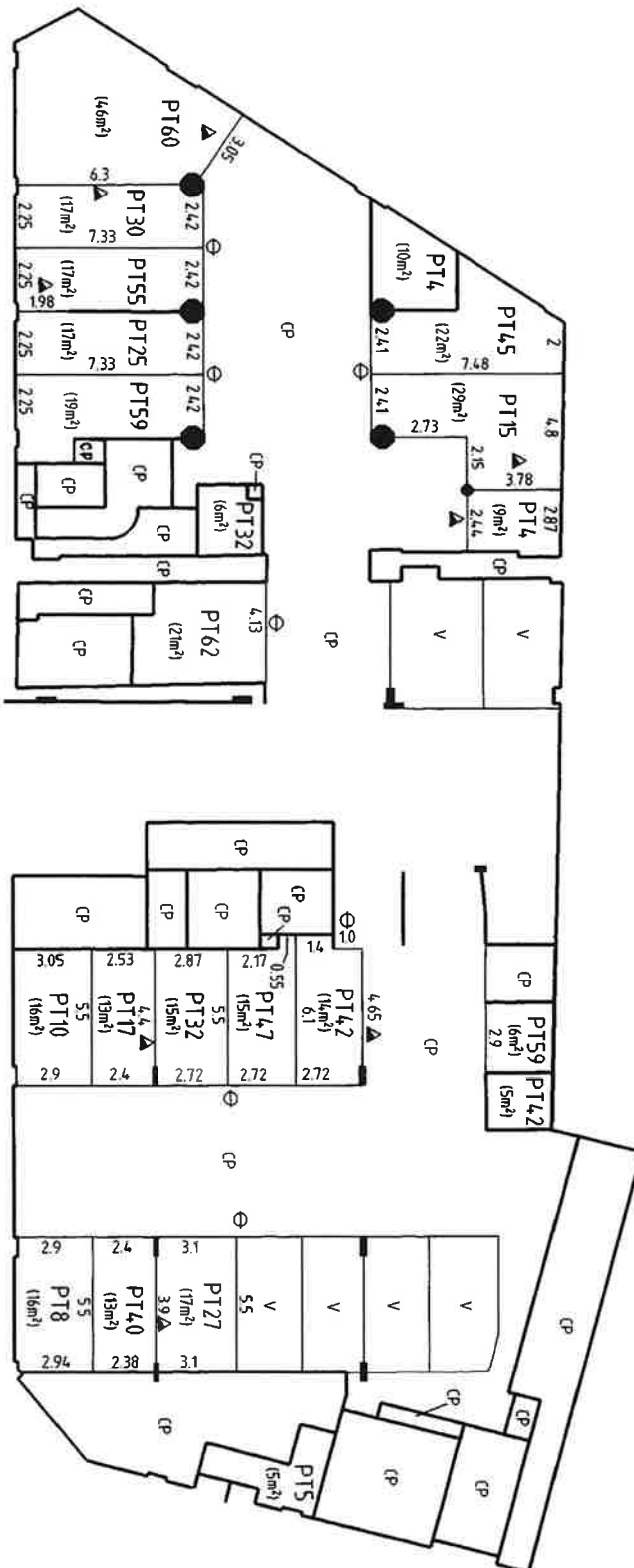
Lengths are in metres

- ◊ DENOTES LINE OF FACE OF COLUMN OR WALL
- ▲ DENOTES FROM CENTRE OF END OF COLUMN
- ┌ DENOTES RIGHT ANGLE
- CP DENOTES COMMON PROPERTY

D Fairlie
 Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: 6049/SP (E)
 General Manager, Administration

STRATA PLAN 55982

BASEMENT LEVEL 1



AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.

Reduction Ratio 1: 200

Lengths are in metres

- CP DENOTES COMMON PROPERTY
- ⊖ DENOTES LINE OF FACE OF COLUMN OR WALL
- ▲ DENOTES FROM CENTRE OF END OF COLUMN
- V DENOTES VISITOR PARKING

D. Fairie

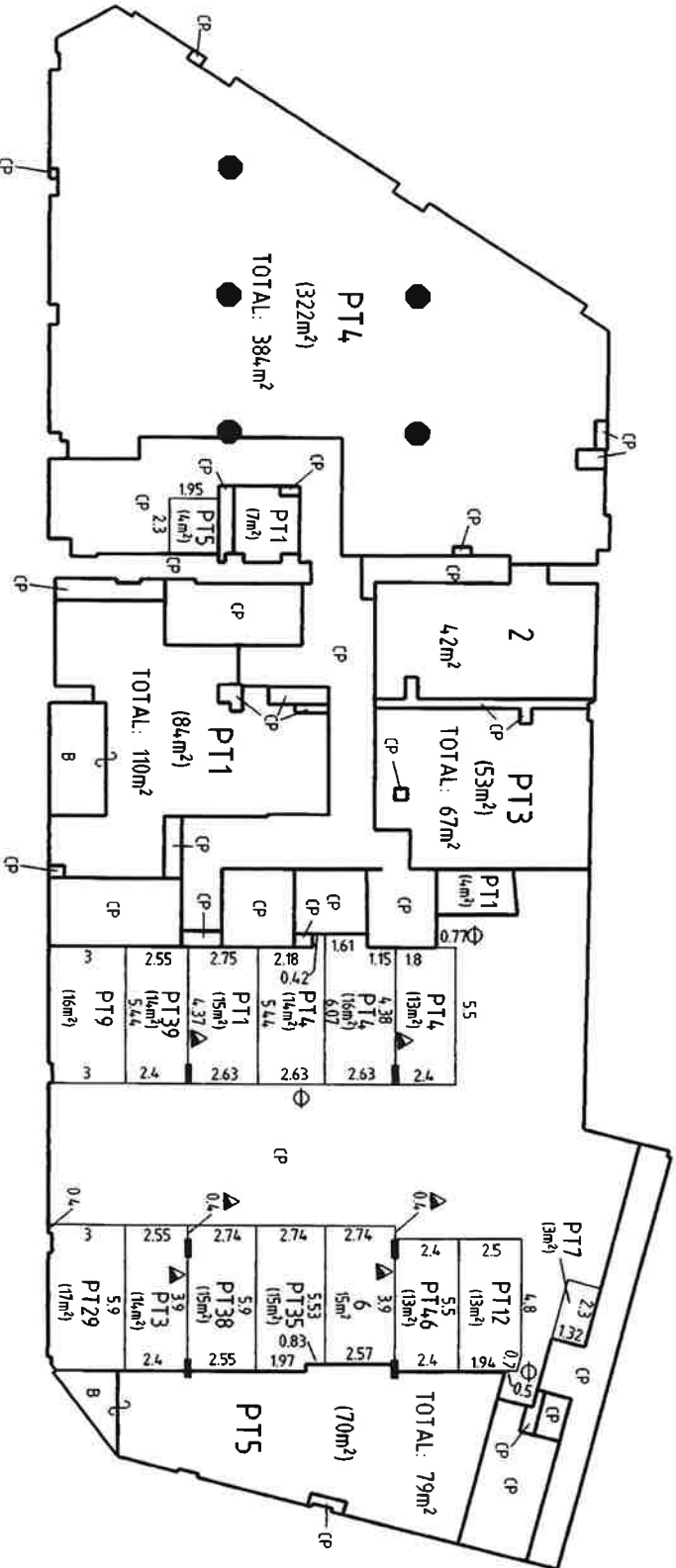
Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 6049/SP (E)

STRATA PLAN 55982

GROUND FLOOR



AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE

BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 25 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

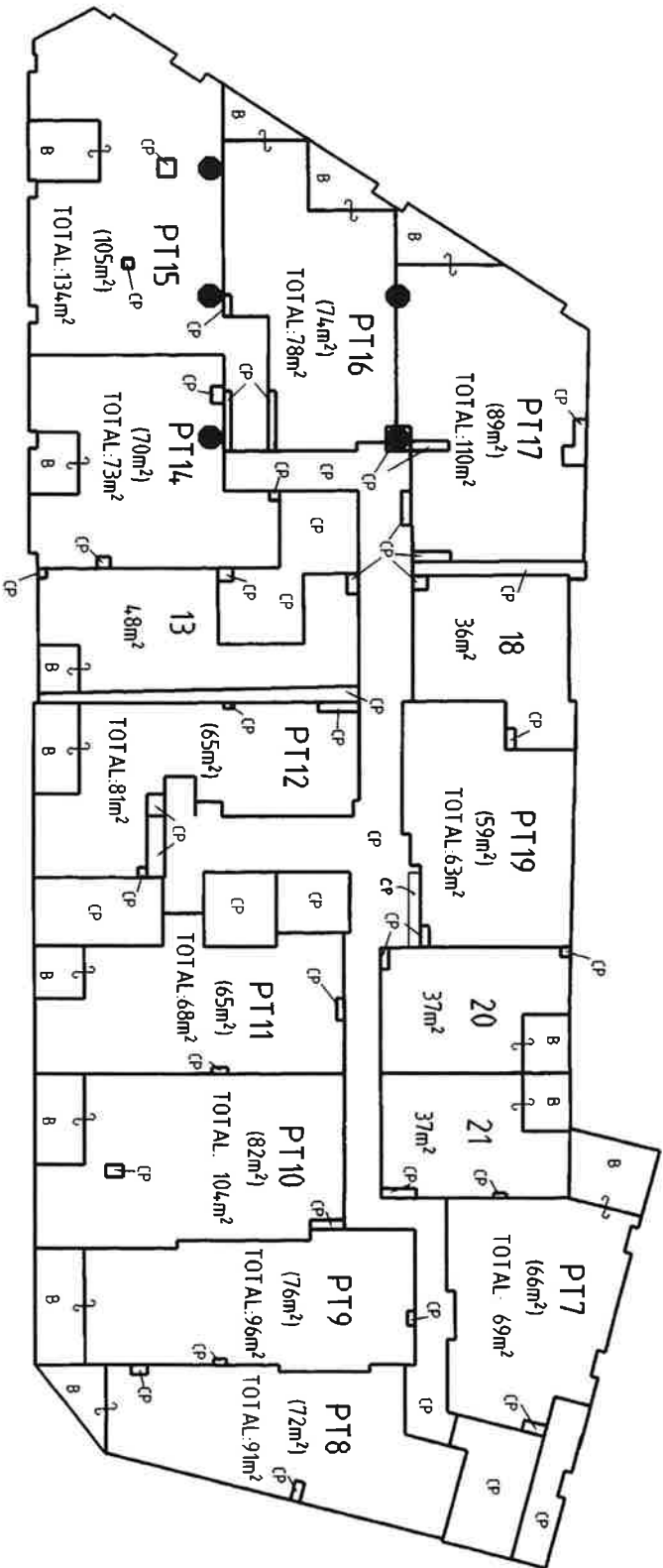
- B DENOTES BALCONY
 - CP DENOTES COMMON PROPERTY
 - ⊖ DENOTES LINE OF FACE OF COLUMN OR WALL
 - ▲ DENOTES FROM CENTRE OF END OF COLUMN
- Reduction Ratio 1: 200
- Lengths are in metres

DFairlie
 Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person
 Kavanagh

FIRST FLOOR

STRATA PLAN 55982



AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE

BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 25 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS

B DENOTES BALCONY
 CP DENOTES COMMON PROPERTY

Reduction Ratio 1: 200

Lengths are in metres

DF

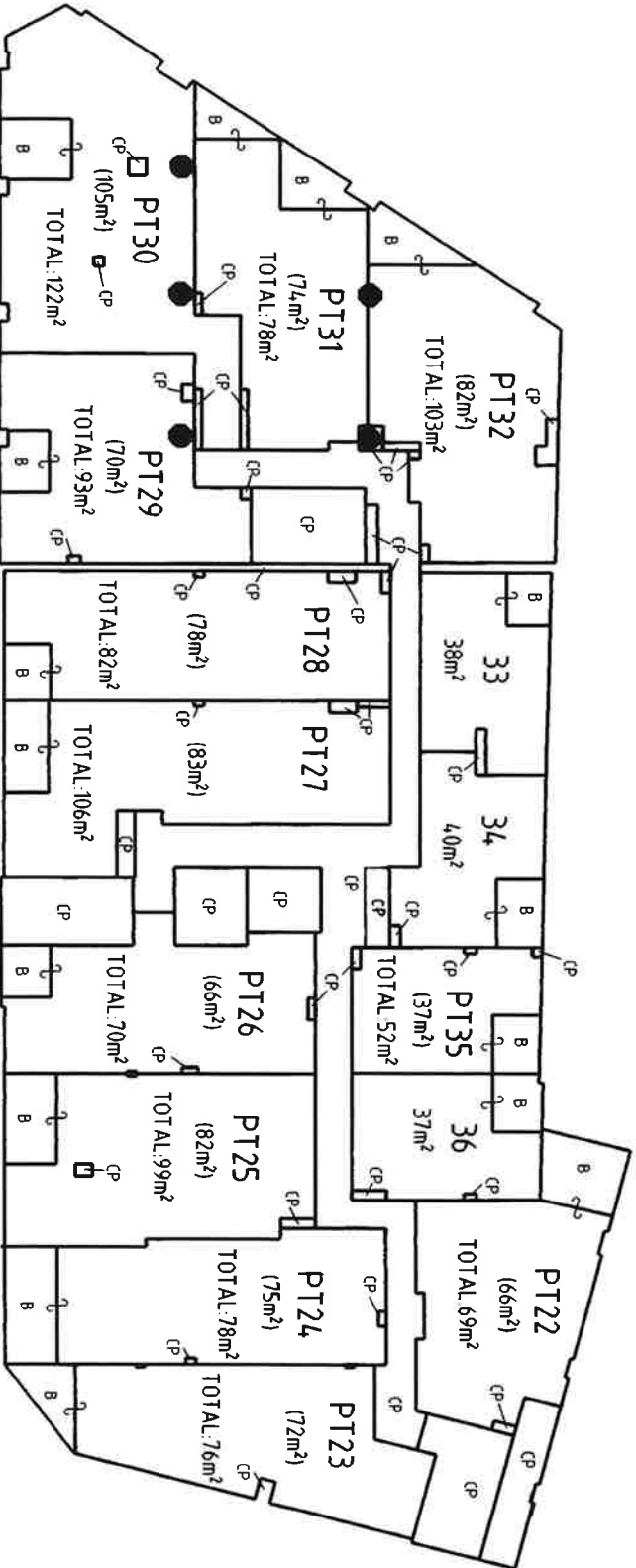
Surveyor Registered under Surveyors Act 1928

Kenneth Hooper

General-Monopole/Authorised Person

SURVEYOR'S REFERENCE: 6049/SP (E)

SECOND FLOOR



AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE

BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 25 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

B DENOTES BALCONY

CP DENOTES COMMON PROPERTY

Reduction Ratio 1: 200

Lengths are in metres

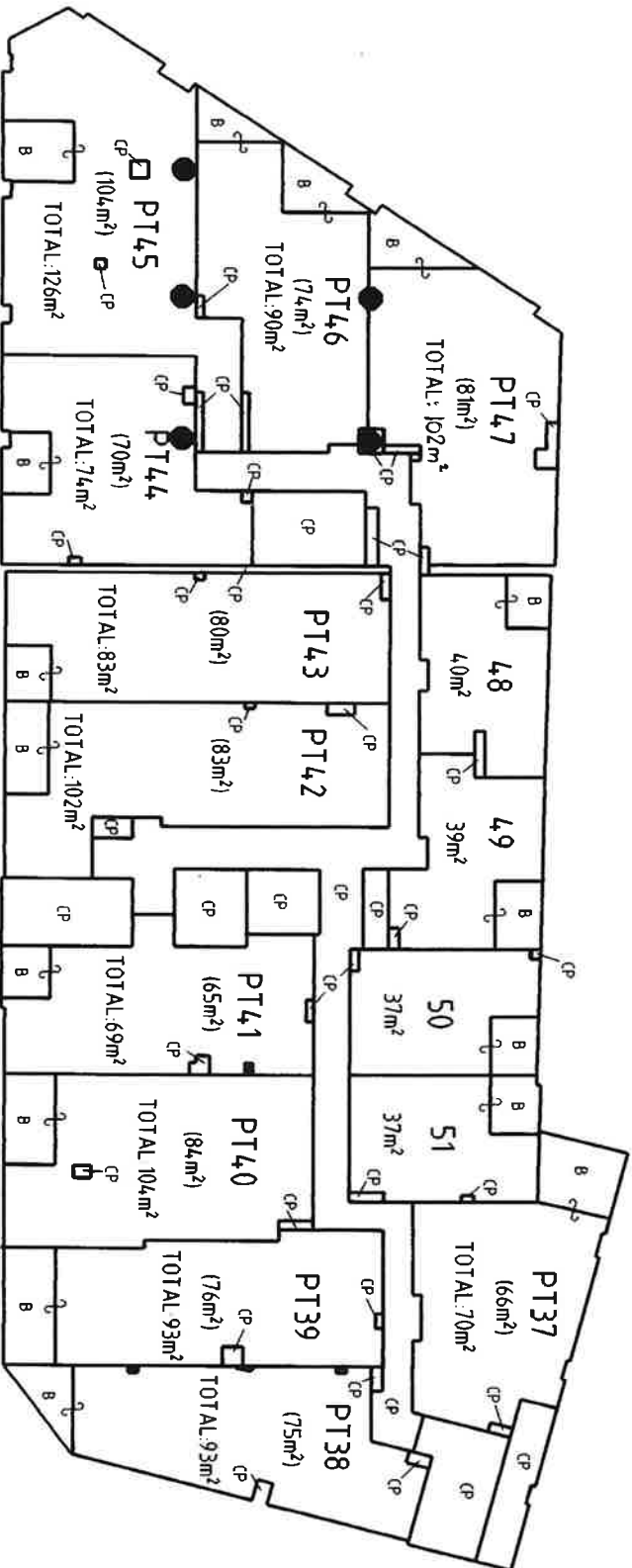
D Faive
Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 6049/SP (E)

THIRD FLOOR

STRATA PLAN 55982



AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE

BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 25 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS

B DENOTES BALCONY

CP DENOTES COMMON PROPERTY

Reduction Ratio 1: 200

Lengths are in metres

DFairstie

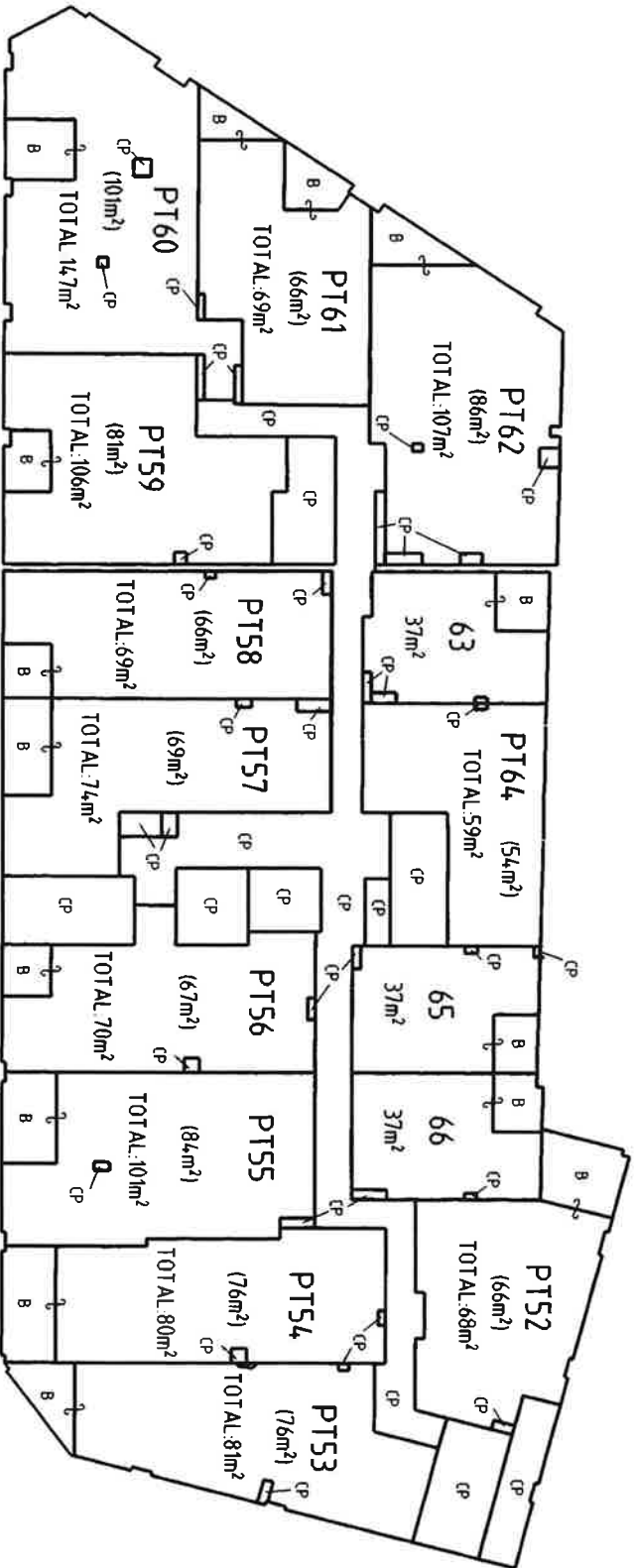
Surveyor Registered under Surveyors Act 1929

General-Manager/Authorised-person

SURVEYOR'S REFERENCE: 6049/SP (F1)

STRATA PLAN 55982

FOURTH FLOOR



AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE

BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 25 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorized Person

SURVEYOR'S REFERENCE: 6049/SP (E)

S339504

OFFICE USE ONLY

LEASE

REAL PROPERTY ACT, 1900
(To be lodged in duplicate)
(See instructions for Completion issued separately)

A	1 of 27
\$	61

D

LAND of which LESSOR is registered proprietor		
Torrens Title Reference	If part or premises, see note (a) (ii)	Location
Volume 2462 Folio 175	PART being that part of the premises situate in Goulburn Street, Surry Hills as shown on plan hereto annexed marked "A" and thereon described as "SUBSTATION PREMISES NO. 4366 (LEVEL 2)" (hereinafter referred to as "the demised premises"	Surry Hills
RURAL BANK OF NEW SOUTH WALES		OFFICE USE ONLY N

(the abovenamed LESSOR) hereby leases to the LESSEE

THE SYDNEY COUNTY COUNCIL	OFFICE USE ONLY L1
---------------------------	-----------------------

as joint tenants/tenants in common the premises above described, subject to the following PRIOR ENCUMBRANCES 1.

for a TERM of Fifty (50) years commencing on 2/11/80 and TERMINATING on 31/12/2029

(with an OPTION TO PURCHASE and/or an OPTION OF RENEWAL as set forth in clause(s) of SCHEDULE TWO hereto, together with and reserving the rights and liberties set forth in SCHEDULE ONE hereto), and SUBJECT TO the covenants and provisions: (i) Implied by sections 84 and 85 of the Conveyancing Act, 1919 as are not expressly negated or modified herein; (ii) set forth in the Memorandum filed in the Registrar-General's Office as Number are; and (iii) set forth in SCHEDULE TWO hereto, which covenants and provisions are deemed to be incorporated herein.

DATE OF LEASE We hereby certify this lease to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by the lessor who is personally known to me Signature of Witness Name of Witness (BLOCK LETTERS) Address and occupation of Witness

THE COMMON SEAL of THE SYDNEY COUNTY COUNCIL was hereunto duly affixed in pursuance of Signed Order No. 34880 of the General Manager of the Council made on the 26th day of October, 1979 and in the presence of the Chairman and General Manager of the Council whose

LODGED BY signatures appear opposite hereto.		LOCATION OF DOCUMENTS	
CT	OTHER	Herewith.	
		In R.G.O. with	
		Produced by	
Delivery Box Number	REGISTERED 23 - 3 - 1987		
Extra Fee	Checked by [Signature]		
	Registrar General		

REPTION AND (a)

OR (b)

EE (b)

(c)

IR UMBRANCES (d) and (h)

(e)

(f)

(g)

(h)

CUTION (i)

(i)

BE COMPLETED LODGING PARTY (j) and (k)

ICE USE ONLY

Notes (l) and (m)

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

The Lessor reserves unto himself the following rights and liberties:

Notes (l) and (m)

SCHEDULE TWO HEREBEFORE REFERRED TO

Notes (m) and (n)

- The rental payable is Ten Cents (\$0.10c) per annum payable at the expiration of the said term.

(For continuation of SCHEDULE TWO, see annexure(s) hereto)
 OFFICE USE ONLY

Note (g)

DIRECTION: PROP						FIRST SCHEDULE DIRECTIONS		
No. OF NAMES:								
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) J	(E)	NAME AND DESCRIPTION		
						SECOND SCHEDULE & OTHER DIRECTIONS		
(F)	FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(G)	DIRECTION	(H) NOTFN TYPE	(J)	DEALING NUMBER	(K)	DETAILS

2. To the full effect of the covenants next hereinafter shortly noted as the same are set forth in words at length in the second column of Part 2 of the Fourth Schedule of the Conveyancing Act 1919 pursuant to which Act this lease is deemed to be made,

- (1) That the Lessee covenants with the Lessor to pay rent.
- (2) Provided that in the event of war damage or damage by fire lightning flood or tempest rent shall abate until the premises are restored.
- (5) And to maintain and leave the premises in good repair (having regard to their condition at the commencement of the Lease) reasonable wear and tear war damage and damage by fire lightning flood and tempest excepted.
- (7) And that the Lessor accompanied by an officer of Council may enter and carry out requirements of public authorities and repair under the lease.
- (17) That the Lessee will not carry on any offensive trade.
- (21) The said Lessor covenants with the said Lessee for quiet enjoyment.
- (22) And that the Lessee may remove his fixtures.

3. And the Lessee covenants with the Lessor:-

- (a) THAT any alteration to the services provided by the Lessor which may from time to time be requested by any lessee for his convenience shall only be made at the discretion of the Lessor and at the expense of the Lessee requiring such alteration. No claim shall be made in respect of the failure at any time of such services to operate satisfactorily and the Lessee hereby waives all claims against the Lessor for damage in respect of any such failure of services.
- (b) That the Lessee will indemnify and save harmless the Lessor from all loss and damage to the premises hereby leased or to the building caused by the negligent use or misuse waste or abuse by any person of the water supplied to the premises hereby leased or the building or of the water fittings or fixtures or by faulty water fixtures fixed or installed by the Lessee save and except where such loss or damage is caused by the negligence of the Lessor or its clerks servants workmen employees customers clients or visitors. All water fixtures installed or affixed by the Lessee shall be subject to the inspection and approval of the Lessor and the Lessee will give to the Lessor prompt written notice of any accident to or defects in the said fittings or fixtures as aforesaid.
- (c) That if any merchandise property or effects which may be in the leased premises during the continuance of this Lease shall be injured or destroyed by water fire storm accident or otherwise or shall be lost or stolen howsoever no part of the loss or damage occasioned thereby shall be borne by the Lessor whether the same shall occur by reason of any fault in the construction of the said building or any fitting or apparatus therein or by reason of the state of repair thereof or by reason of the carelessness or negligence of any servant workman or agent of the Lessor or howsoever otherwise the same may be caused or arise.
- (d) That the Lessee will indemnify and hold harmless the Lessor from and against all damages costs actions claims and demands which may be sustained or suffered or recovered or made against the Lessor by the Lessee or officers servants agents workmen and contractors of the Lessee for any injury the Lessee or he or she may sustain when using or in or near any staircase or landing in or to the building.



FOR THE SYDNEY COUNTY COUNCIL

GENERAL MANAGER

(c) That the Lessor accompanied by an officer of Council or its agent may at all reasonable times enter into and upon the premises hereby leased to examine the state and condition thereof and for the purpose of carrying out any alterations and repairs which the Lessor may think necessary for the safety or preservation of the said building and further that the Lessee shall and will repair the premises hereby leased according to and within the time mentioned in any notice the Lessee may receive from the Lessor so far as the Lessee may be liable to do so under the covenants and agreements on the part of the Lessee herein contained or implied and that in default of the Lessee so doing it shall be lawful for but not obligatory upon the Lessor by agents and with all necessary materials and appliances from time to time to enter upon the premises hereby leased and execute at the Lessee's expense the required alterations or repairs and that the Lessee will (to the extent to which the Lessee may be liable in respect thereof) pay to the Lessor on demand all moneys expended by the Lessor in making and executing any such repairs alterations or works as are referred to herein and if the Lessee shall make default in such payment the same may be recoverable by the Lessor as rent in arrear.

- (f) That the cleaning of the premises hereby leased shall be performed by the Lessee at the expense of the Lessee.
- (g) That the Lessee will not do or suffer to be done or allowed any act matter or thing upon the premises hereby leased or bring or keep anything thereon whereby the insurance on the building or on property kept therein against damage by fire or fire caused by explosion may be rendered void or voidable or whereby the rate of premium on such insurance shall be liable to be increased except as shall be required by the Lessee in the use to which the premises are required PROVIDED HOWEVER that any additional insurance shall be met by the Lessee.
- (h) The Lessor shall pay rates and taxes on the area the subject of this Lease.
- (i) That the Lessee will not use the leased premises or permit the same to be used otherwise than as an Electricity Substation.
- (j) ~~That by reason of the Lessee using the premises hereby demised in such a way, subject to the terms hereof, as to render such user subject to the consent or authority of any statutory body or other authority the Lessee shall before using the premises in that way obtain the necessary consent or authority and shall indemnify the Lessor in respect of any penalty or liability incurred by the Lessor by reason of the failure of the Lessee to obtain such consent or authority aforesaid.~~
- (k) That the Lessee will not at any time during the continuance of this Lease do exercise or carry on or permit or suffer to be done exercised or carried on in or upon the premises hereby leased or any part thereof any noxious noisome immoral or offensive act trade business occupation or calling and shall indemnify and hold harmless the Lessor against any liability or damages incurred by reason of any act matter or thing whatsoever that shall be done by the Lessee.
- (l) That the Lessee will not do or permit to be done any act matter or thing whereby the demised premises be or may become a factory within the meaning of the Factories Shops and Industries Act and that should the Lessee so use the premises as to become liable in terms of the said Act or any Act amending substituted for or consolidating the same then the Lessee will at his own expense fulfil all orders instructions and demands issuing pursuant to that Act provided that if any such instructions involve structural alterations to the demised premises to which the Lessor is not prepared to agree in writing then the demise hereby made shall forthwith be terminated.



- (m) The Lessee may during the term hereby created instal erect construct dismantle repair replace renew and maintain upon the demised premises such plant electricity conductors wires cables transformers and other apparatus for the transmission or storage of electric current or purposes incidental thereto and carry out such constructional work therein as to effectively establish a substation for the supply and/or distribution of electricity.
- (n) That the Lessee will not inscribe paint or affix or permit to be inscribed painted or affixed on his behalf on any part of the outside of the said building any sign advertisement name plate flag pole or notice without the consent in writing of the Lessor first had and obtained.
- (o) That the Lessee upon the expiration or other sooner determination of the said term will at the expense of the Lessee remove all lettering and any other distinctive marks or signs put by the Lessee or by the Lessor for the Lessee on any of the doors or other part of the premises hereby leased or the building and will make good any damage or disfigurement caused by reason of the placing or removal of such lettering marks or signs.
- (p) That the Lessee shall not erect any partitions or make any alterations to the existing partitions without the written consent of the Lessor first had and obtained. All such works together with any further works necessitated thereby will be conducted by the Lessor or as approved by the Lessor at the expense of the Lessee and upon the expiration or other sooner determination of the said term the Lessee will at his own expense remove any such partitioning or additions carried out by him as aforesaid and will restore the premises to their original condition reasonable wear and tear only excepted.
- (q) That the Lessee will not use or permit or suffer to be used chemicals burning fluids acetylene gas or alcohol in heating cooling or lighting the premises hereby leased other than as may be required by the Lessee in the use of the premises as an electricity substation.
- (r) That the Lessee will not legally or equitably assign set over sub-let part with the possession or allow any other person to have occupation of the premises hereby leased or any portion thereof without the written consent of the Lessor first had and obtained and in the event of a breach hereof by the Lessee the Lease shall be terminable at the option of the Lessor.
- (s) That the Lessee will pay the Lessor's costs of and incidental to the preparation and execution of this Lease including stamp duty and registration fees.
- (t) That the Lessee will duly and punctually give notice to the Lessor of each and every notice received by the Lessee relating to his occupation of the premises hereby demised and requiring any work to be done or money to be expended upon the premises as aforesaid.

4. PROVIDED ALWAYS AND IT IS HEREBY FURTHER AGREED AND DECLARED:-

- (a) That upon application by the Lessee for consent to an assigning sub-letting or other parting with possession as hereinbefore provided the Lessor may in its discretion review the rental hereby reserved and the rental hereunder as between the Lessor and the Lessee or as between the Lessor and the assignee of the Lessee shall be such rental as is agreed upon between such parties or failing agreement such rental as shall be determined by the President for the time being of the Real Estate Institute or his nominee as being a fair market rental having regard to all the circumstances.



FOR THE SYDNEY COUNTY COUNCIL

GENERAL MANAGER.

- (b) That if the whole or any part of the premises hereby leased shall be taken for any public purpose or shall be destroyed or damaged by fire explosion or accident during the said term or if a substantial portion of the said building shall be destroyed or damaged by fire or explosion rendering it necessary in the opinion of the Lessor that the premises hereby leased shall be vacated to permit of the re-building of the said building or any part thereof then the Lessor shall be at liberty by notice in writing to the Lessee to terminate this lease and the term hereby granted without making to the Lessee any compensation for so doing (without prejudice to the rights of either party for any antecedent breach hereunder) or if the Lessor shall not elect to terminate this lease in case of any such injury to the premises hereby leased a fair and just proportion of the rent hereinbefore reserved according to the nature and extent of the injury (if any) sustained shall be suspended until the premises hereby leased or what may remain thereof shall have been put by the Lessor in proper condition for use and occupation by the Lessee.
- (c) That notwithstanding anything herein or in or by the Conveyancing Act 1919 or the Real Property Act 1900 contained or implied if and whenever the rent hereby reserved or any part thereof shall be in arrear and unpaid for the space of seven days next after any of the days appointed for payment thereof as aforesaid whether legally demanded or not or if the Lessee does not or shall neglect or shall fail to perform and observe any of the covenants conditions agreements provisions or restrictions contained or implied in this lease which on the part of the Lessee are to be performed and observed or if the repairs required by any notice given by the Lessor under this lease are not completed within the time therein specified or if the Lessee shall be declared bankrupt or insolvent according to law or if any assignment shall be made of the property of the Lessee for the benefit of the creditors of the Lessee or if the said term or the interest of the Lessee therein or in the premises hereby leased shall be attached or taken in execution or upon any legal process or if the Lessee or the permitted assigns of the Lessee being a company shall enter into liquidation voluntary or otherwise (except for the purpose of reconstruction) then and in any or either of the said cases the Lessor may immediately or at any time thereafter and without further notice or demand to or on the Lessee enter (forcibly if necessary) into and upon the premises hereby leased or any part thereof in the name of the whole and repossess the same as of their former estate and expel the Lessee and those claiming under the Lessee and remove the effects of the Lessee from the premises hereby leased and sell such or any effects so removed without being deemed to be guilty of any manner of trespass or wrong and without prejudice to any remedies of the Lessor which might otherwise be used for arrears of rent or preceding breach hereunder and that thereupon this Lease shall if the Lessor so elects determine cease and be at an end and the Lessee shall be and remain liable for rent to the date of such entry at the rate hereinbefore reserved or the Lessor may at its discretion re-let the premises hereby leased at the risk of the Lessee who shall remain for the residue of the said term responsible for the rent hereby reserved and shall be credited with such amounts only as shall be received in cash by the Lessor.
- (d) That if the Lessor permits the Lessee to continue in occupation of the premises hereby leased after the expiration or sooner determination of the said term hereby granted such occupation shall be considered and shall continue as a monthly tenancy only but otherwise on the same terms and conditions and at the same rental as are herein contained and reserved or proportionate thereto.

Johny

5. All notices hereunder shall be deemed to have been sufficiently served upon the Lessor if left at or forwarded by registered pre-paid post to the registered office for the time being of the Lessor and upon the Lessee if left at or forwarded by registered pre-paid post addressed to The Secretary, The Sydney County Council, 570 George Street, Sydney.

6. The Lessee hereby indemnifies the Lessor against all claims against the Lessor by other tenants of the building in respect of breach of the Lessor's covenants for quiet enjoyment in respect of such tenants PROVIDED HOWEVER that the Lessee shall not be liable under this clause upon proving to the Lessor that such action is not brought against the Lessor in respect of the acts omissions or conduct of the Lessee. B

7. The Lessee shall have full right and liberty for access to the demised premises for its officers servants agents workmen and contractors at all times of the day and night during the term hereby created.

8. The Lessee shall have the right to use the substation installation for the purpose of supplying other customers PROVIDED HOWEVER that in approving the connection of electrical loads to the substation the Lessee shall give priority to electrical loads which are applied for connection within the premises of the Lessor.

9. The Lessee shall at the expiration or sooner determination hereof take remove and carry away from the demised premises all cables fixtures fittings plant machinery electrical appliances and other equipment laid erected or brought by it or under and about such premises during the said term and shall at the expiration or sooner determination hereof restore the land to its original condition and shall at its own expense make good any damage that may have been caused by reason of the erection maintenance and/or removal of the said equipment and all appurtenances thereto.

Y A go
10. The Lessor shall take all reasonable precautions to ensure that the ventilation and drainage systems as provided for the premises ~~or the right-of-way~~ are not impaired PROVIDED THAT the Lessee will have no right to compensation against the Lessor in respect of any damage or loss suffered by the Lessee by reason of the failure of the said ventilation and drainage systems whether or not such failure is caused through the fault of the Lessor or its workmen servants or agents or otherwise.

11. The Lessor shall be responsible for the external treatment and external maintenance of the substation premises except where such treatment has been damaged by any act whether negligent or otherwise of the Lessee its officers servants workmen agents and contractors.

12. In construction of this Lease unless a contrary meaning is necessitated by the context the word "Lessee" shall mean the Lessee his executors administrators and permitted assigns or if a company the Lessee and its successors and permitted assigns or where two or more persons are Lessees shall mean and include the Lessee and each and every one or more of them and the executors administrators and permitted assigns of them and each and every one or more of them. When two or more persons are Lessees all covenants agreements restrictions conditions and provisions in these presents contained or implied shall be deemed to bind the Lessee and any two or greater number of them jointly and each of them severally and shall also bind the executors administrators and permitted assigns of them and of each of them and of every two or greater number of them jointly and severally (or in the case of a corporation its successors and permitted assigns).

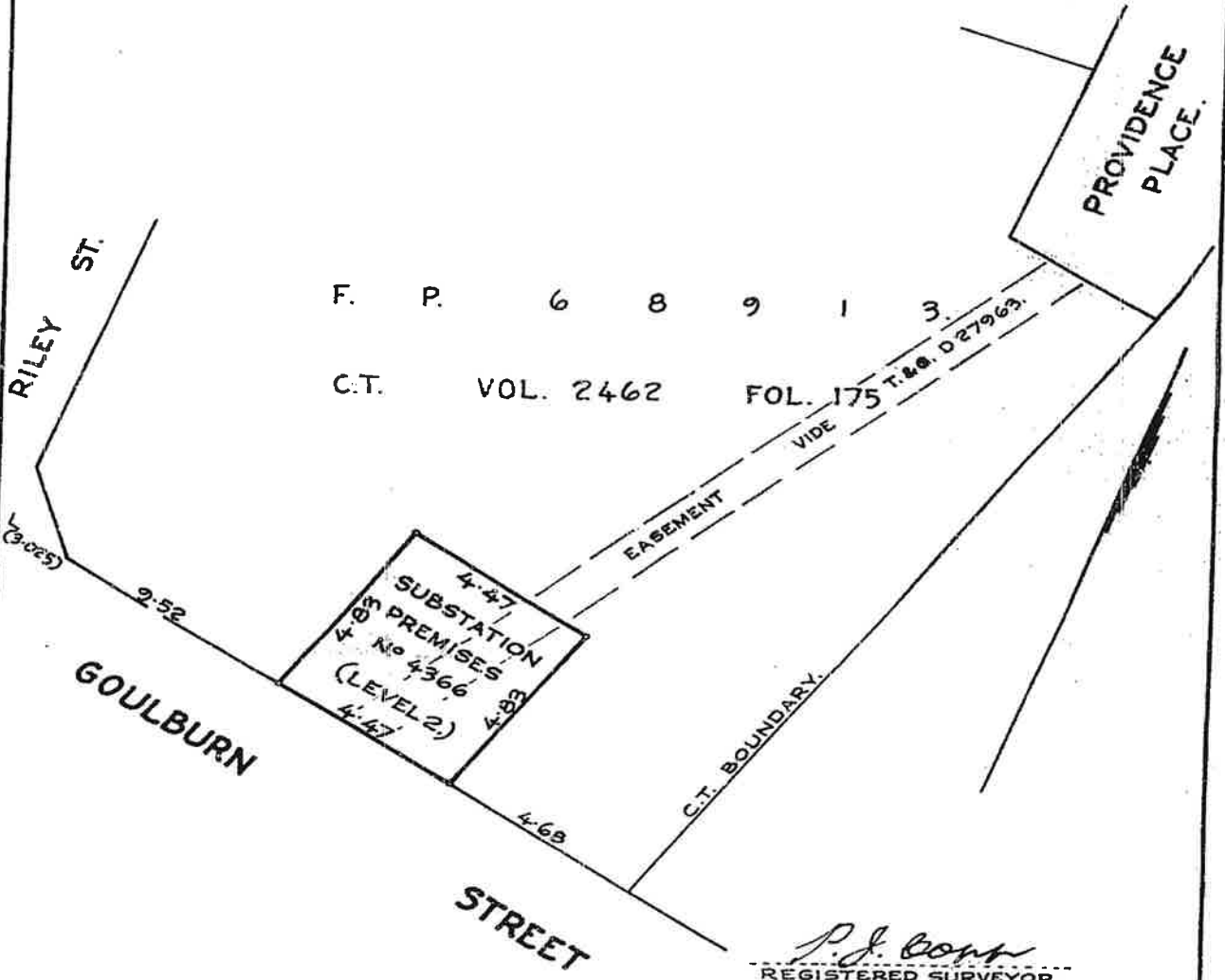
J. J. J.

FOR THE SYDNEY COUNTY COUNCIL
[Signature]
GENERAL MANAGER

CITY OF SYDNEY.
LOCALITY: SURRY HILLS. **PLAN**
SHOWING SUBSTATION PREMISES N^o4366 WITHIN C.T.VOL.2462 FOL.175.
PARISH OF ALEXANDRIA. — COUNTY OF CUMBERLAND.



REDUCTION RATIO — 1:125



P.J. Conn
 REGISTERED SURVEYOR.
 19-9-1979.

SIGNATURES AND SEALS OF PARTIES.

THIS IS THE PLAN MARKED "A" REFERRED TO IN deed between The Rural Bank of New South Wales and The Sydney Water Board

for and on behalf of the
 NEW SOUTH WALES WATER BOARD

for and on behalf of THE SYDNEY
 WATER BOARD

J. J. Hughes

Michael King

Michael King
 Regional Manager

6/9/21

J.T./0030/076/G14-9/4366/G.R.S.

5/6095.

THIS MARGIN TO BE LEFT FREE FROM NOTATION.

STAMP DUTY

LD

S89458
 S894585



15 JAN 1982 18 58

S894584

OFFICE USE ONLY

TRANSFER
RANTING EASEMENT

REAL PROPERTY ACT, 1900
 (See Instructions for Completion on back of form)

TG

1	2 of 2
\$ 61	

DESCRIPTION OF LAND
 Note (a)

TRANSFEROR
 (registered proprietor of servient tenement)
 Note (b)

Note (c)

TRANSFeree
 (registered proprietor of dominant tenement)
 Note (b)

PRIOR ENCUMBRANCES
 Note (d)

EXECUTION
 Note (e)

Servient Tenement (Land burdened)	Dominant Tenement (Land benefited)
Torrens Title Reference	Torrens Title Reference
Certificate of Title Volume 2462 Folio 175	Authority benefitted: THE COUNCIL OF THE CITY OF SYDNEY as proprietor of public streets - Goulburn Street and Providence Place
RURAL BANK OF NEW SOUTH WALES of No. 1 Oxford Street, Sydney	

(the above-named TRANSFEROR, hereby acknowledges receipt of the consideration of \$ 1.00 and TRANSFERS and GRANTS Easement to drain water shown on plan annexed hereto and marked with the letter "A" &

SEE ANNEXURE "B" HERETO

OFFICE USE ONLY

T.C.

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

THE COUNCIL OF THE CITY OF SYDNEY of Town Hall, Sydney Square, Sydney

subject to the following PRIOR ENCUMBRANCES: 1. 2. 3.

DATE OF TRANSFER 27-10-1981
 We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

PLAN REFERRED
 AS DP 454120

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

Signature of Witness: [Signature]
 Name of Witness (BLOCK LETTERS): [Name]
 Address and occupation of Witness: [Address]
 Signature of Transferor: [Signature]
 ADMINISTRATIVE ASSISTANT

Note (e)

Signed in my presence by the transferee who is personally known to me
 THE COMMON SEAL OF THE COUNCIL OF THE CITY OF SYDNEY was here-
 unto affixed pursuant to a Resolution of Council passed

on the 13th day of May 1974
 Signature of Transferee: [Signature]
 Lord Mayor
 Town Clerk

TO BE COMPLETED BY LODGING PARTY
 Notes (f) and (g)

OFFICE USE ONLY

LODGED BY		LOCATION OF DOCUMENTS	
[Stamp]		CT / OTHER	Herewith. [initials]
Delivery Box Number: [Number]			in R.G.O. with [initials]
Extra Fee	Checked by [Signature]	Produced by [Signature]	[initials]
	REGISTERED 27-10-1981		
	Registrar General		[initials]

RP 13B

INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to the grant of easement; otherwise, the mortgage, charge or lease should be memorandum of prior encumbrances.

Rule up all blanks.

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

- (a) Description of land. **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifiers or Volume and Folios of the Certificates of Title/Crown Grants for both the dominant and servient tenements, e.g., 135/SP12345 or Vol. 8514 Fol. 126.
- (b) Show the full name, address and occupation or description.
- (c) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919), and accurately describe the situs of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act, 1919.
- (d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessee or chargee is furnished), and of any writ recorded in the Register.
- (e) Execution.

- GENERALLY** (i) Should there be insufficient space for the execution of this dealing, use an annexure sheet.
- (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known.
- ATTORNEY** (iii) If the transfer is executed by an attorney for the transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. , and I declare that I have no notice of the revocation of the said power of attorney".
- AUTHORITY** (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)), the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
- CORPORATION** (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

- (f) Insert the name, postal address, Document Exchange reference, telephone number, and delivery box number of the lodging party.
- (g) The lodging party is to complete the **LOCATION OF DOCUMENTS** panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. doc. for statutory declaration, pbto for probate, L/A for letters of administration.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS

DIRECTION; PROP No. OF NAMES:		(B) No.	(C) SHARE	(D) I	(E)	NAME AND DESCRIPTION
(A)	FOLIO IDENTIFIER					

SECOND SCHEDULE & OTHER DIRECTIONS

(F) (OR RECD. DEALING A FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTFN TYPE	(I)	(J) DEALING NUMBER	(K) DETAILS

THIS IS ANNEXURE "B" REFERRED TO IN TRANSFER GRANTING EASEMENT MADE THE
27 DAY OF October 1981 BETWEEN THE RURAL BANK OF NEW SOUTH WALES
AND THE COUNCIL OF THE CITY OF SYDNEY.

Full and free right for the Transferee and every person authorised by it from time to time and at all times to drain water (whether rain, storm, spring, scakage or seepage water) in any quantities across and through the land herein indicated as the servient tenement, together with the right to use for the purposes of the easement the 305mm diameter (12 inch) cement-lined cast iron pipeline already laid within the servient tenement for the purpose of draining water or any pipe or pipes in the pipeline in replacement or in substitution therefor together with the right for the transferee and every person authorised by it with any tools, implements or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of carrying out any necessary work within the service duct enclosing the pipeline and for the purpose of inspecting the pipeline and when necessary of maintaining repairing renewing or cleansing the pipeline or any part thereof PROVIDED THAT the Transferor shall and hereby does indemnify the Transferee from and against all actions, claims, demands, losses, damages, costs and expenses for which the Transferee shall or may be or become liable in respect of or arising from any failure of the pipeline within the building erected on the servient tenement and for any damage that may be caused within the building as a result of such failure AND PROVIDED FURTHER that the Transferor covenants with the Transferee that it will not interfere with break damage or injure the pipeline and will make good to the satisfaction of the Transferee all damage which may be done to the pipeline at any time through the act or default of the Transferor its servants or agents.

THE COMMON SEAL of the RURAL
BANK OF NEW SOUTH WALES was
hereunto affixed in the
presence of:)

THE COMMON SEAL OF THE
COUNCIL OF THE CITY OF SYDNEY
was hereunto affixed pursuant
to a resolution of Council
passed on the 13th day of
May 1974)

[Handwritten signature]
TOWN CLERK

[Handwritten signature]
ADMINISTRATIVE ASSISTANT

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS INTENDED TO
BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

Lengths are in metres

5
(Sheet 1 of 4 Sheets)

Plan: **SP 55982**

Subdivision of Lot 111, D.P. 869074
covered by Council Clerk's Certificate
No. 62 of 1997

PART 1

Full Name and address of
Proprietors of the land:

MASCULA PTY. LIMITED
(ACN 070 145 738)
and
CHILIRIS PTY. LIMITED
(ACN 069 967 764)

both C/- P.O. Box 118,
ALEXANDRIA NSW 2015

1. Identity of restriction firstly
referred to in the abovementioned
plan:

Restriction on Use

Schedule of Lots, etc. affected

Lots burdened

Lots, name of road or authority
benefited

Common Property

Council of the City of South Sydney

2. Identity of positive covenant
secondly referred to in the
abovementioned plan:

Positive Covenant under Section
88E(3) of the Conveyancing Act
1919.

Schedule of Lots, etc. affected

Lots burdened

Lots, name of road or authority
benefited

Common Property

Council of the City of South Sydney

Approved by the Council of City of South Sydney

C:\WP60\888\6049\Ver.2




.....
General Manager

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS INTENDED TO
BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

Lengths are in metres

(Sheet 2 of ⁵~~4~~ Sheets)

Plan: **SP 55982**

Subdivision of Lot 111, D.P. 869074
covered by Council Clerk's Certificate
No. **62** of **1997**

PART 2

**1. TERMS OF RESTRICTION ON USE FIRSTLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:**

1. The registered proprietor covenants with the Council in respect to the drainage system adjoining the property ("the system") and which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily drain stormwater that no works which could affect the design functions of the system shall be permitted to be carried out without the prior consent in writing of the Council.
2. In this restriction on use "Council" means the Council of the City of South Sydney and "property" means the land in Certificate of Title Folio Identifier 111/869074.

**2. TERMS OF POSITIVE COVENANT SECONDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:**

1. The registered proprietor of the land hereby burdened (herein called "the registered proprietor") shall install and maintain at its own cost five 100mm and one 150mm diameter private connection pipes (herein called "the private pipe") to the Council's drainage system in the street adjoining the property (including each and every part of any subdivision thereof) solely for the purpose of discharging stormwater. The registered proprietor specifically acknowledges that if trade wastes are discharged through the private pipe the Council of the City of South Sydney (hereinafter called "the Council") and any successor body will immediately disconnect the pipe at the cost of the registered proprietor.
2. The registered proprietor indemnifies and keeps indemnified the Council against responsibility for damage to the property which might arise due to the inadequacy, blockage or surcharging of the Council's drainage system in the street to which the private pipe is connected.

Approved by the Council of City of South Sydney

C:\WP60188B\6049\Ver.2


.....
General Manager

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS INTENDED TO
BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

Lengths are in metres

(Sheet 3 of ⁵~~4~~ Sheets)

Plan: SP 55982

Subdivision of Lot 111, D.P. 869074
covered by Council Clerk's Certificate
No. 62 of 1997

PART 2 (CONTINUED)

**2. TERMS OF POSITIVE COVENANT SECONDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN (CONTINUED):**

3. The registered proprietor is not entitled to make any claim against the Council should Council abandon or relocate the gully pit at any time in the future.
4. The registered proprietor accepts full responsibility for all claims that might be made by any party as a result of the construction or the presence of the private pipe beneath the Council's footpath or road in the street and indemnifies and keeps indemnified the Council against any claim that might arise from the Council having granted approval to the registered proprietor for the connection of the private pipe to the Council's stormwater drainage system.
5. In this covenant "Council" means the Council of the City of South Sydney and "property" means the land in Certificate of Title Folio Identifier 111/869074.

**Name of person or authority whose consent is required to modify vary or release the
restriction on use and the positive covenant firstly and secondly respectively referred to in
the abovementioned plan:**

The Council of the City of South Sydney.

Approved by the Council of City of South Sydney

C:\WP60\888\6049\Ver.2




.....
General Manager

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS INTENDED TO
BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

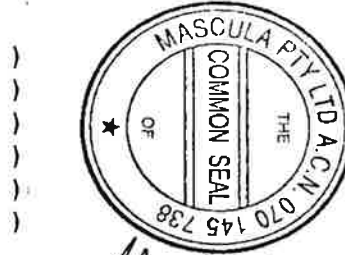
Lengths are in metres

(Sheet 4 of ⁵/₄ Sheets)

Plan: SP55982

Subdivision of Lot 111, D.P. 869074
covered by Council Clerk's Certificate
No. 62 of 1997

**THE COMMON SEAL OF
MASCULA PTY LIMITED
(ACN 070 145 738)**
was hereby affixed by
authority of the Board in
the presence of:




.....
Secretary


.....
Director

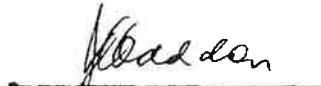
**THE COMMON SEAL OF
CHILIRIS PTY LIMITED
(ACN 069 967 764)**
was hereby affixed by
authority of the Board in
the presence of:



.....
Secretary



.....
Director

WESTPAC BANKING CORPORATION ARBN 007 457 141
hereby consents to the registration of this instrument.


.....
LEGAL OFFICER

Approved by the Council of City of South Sydney

Executed by the Council of the
City of South Sydney by its
Attorney JOHN ALBERT HILTON
pursuant to Power of Attorney
registered Book 3829 No. 339


.....
General Manager



SHEET 5 OF 5 SHEETS

Westpac Banking Corporation

ARBN 007 457 141

the Mortgagee under Mortgage

No. 276785 HEREBY

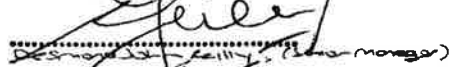
CONSENTS to the within

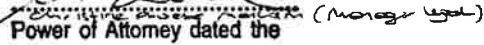
RPB instrument

Dated this 13 day of November 1997

Westpac Banking Corporation


By its Attorneys


Desmond J. Kelly (Attorney-in-Charge)


Power of Attorney dated the (Manager Legal)

3 February, 1994

Registered No. 330 Book. 647


Aren J. Ken
BANK OFFICER 130 Phillip St Sydney
Westpac Banking Corporation



AP395805U

Form: 15CH
Release: 2.1

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

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

(A) TORRENS TITLE	For the common property CP/SP 55982	
(B) LODGED BY	Document Collection Box 330B	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 135476R PRUDENTIAL INVESTMENT COMPANY OF AUSTRALIA PTY LTD DX 11609 SYDNEY DOWNTOWN
	Reference: GK - Lisa Branson	CODE CH

- (C) The Owners-Strata Plan No. 55982 certify that a special resolution was passed on 26/02/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. SPECIAL BY-LAWS 13 & 14
- Amended by-law No. NOT APPLICABLE

as fully set out below:

See annexure

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 55982 was affixed on 26/06/2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *Z Karageorge*

Name: ZOE KARAGEORGE

Authority: Licensee-in-charge - GK Strata Management P/L
Strata Managing Agent

Signature: _____

Name: _____

Authority: _____



ANNEXURE A

STRATA PLAN 55932

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STRATA PLAN 55982

By-law 1 - Noise

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

By-law 2 - Vehicles

(1) An owner or occupier of a lot must not park or stand any motor or other vehicle on 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 approval of the owners corporation.

(2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

By-law 3 – Obstruction of common property

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

By-law 4 – Damage to lawns and plants on common property

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

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

By-law 5 – Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.

(2) An approval given by the owners corporation under subclause (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 to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children, or
- (d) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
- (e) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

(4) Any such locking or safety device, screen, other device, structure or sign 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) Despite section 62 of the Act, the owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in subclause (3) that forms part of the common property and that services the lot.

By-law 6 – Behaviour of owners and occupiers

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

By-law 7 – Children playing on common property in building

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

By-law 8 – Behaviour of invitees

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

By-law 9 – Depositing rubbish and other material on common property

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

By-law 10 – Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval 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 building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

By-law 11 – Cleaning windows and doors

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

(a) the owners corporation resolves that it will keep the glass or specified part of the glass clean; or

(b) the glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

By-law 12 – Storage of inflammable liquids and other substances and materials

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

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

By-law 13 – Moving furniture and other objects on or through common property

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

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

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

By-law 14 – Floor covering

(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 or bathroom.

By-law 15 – Garbage disposal

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

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered; and

(b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected; and

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a); and

(e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier; and

(f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(2) Subclause (1) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

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

(a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(4) Subclause (3) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

By-law 16 – Keeping of animals

Subject to Section 49(4), an owner or occupier of a lot must not keep any animal (except a small caged bird and/or fish kept in a secure aquarium on the lot) on the lot or common property.

By-law 17 – Appearance of lot

(1) The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

By-law 18 – Change in use of lot to be notified

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

By-law 19 – Preservation of fire safety

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

By-law 20 – Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

By-law 21 – 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) security services,
- (b) promotional services,
- (c) advertising,
- (d) commercial cleaning,
- (e) domestic services,
- (f) garbage disposal and recycling services,
- (g) electricity, water or gas supply,
- (h) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

By-law 22 – Controls on hours of operation and use of facilities

(1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

- (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
- (b) that facilities situated on the common property may be used only during certain times or on certain conditions.

(2) An owner or occupier of a lot must comply with a determination referred to in subclause (1).

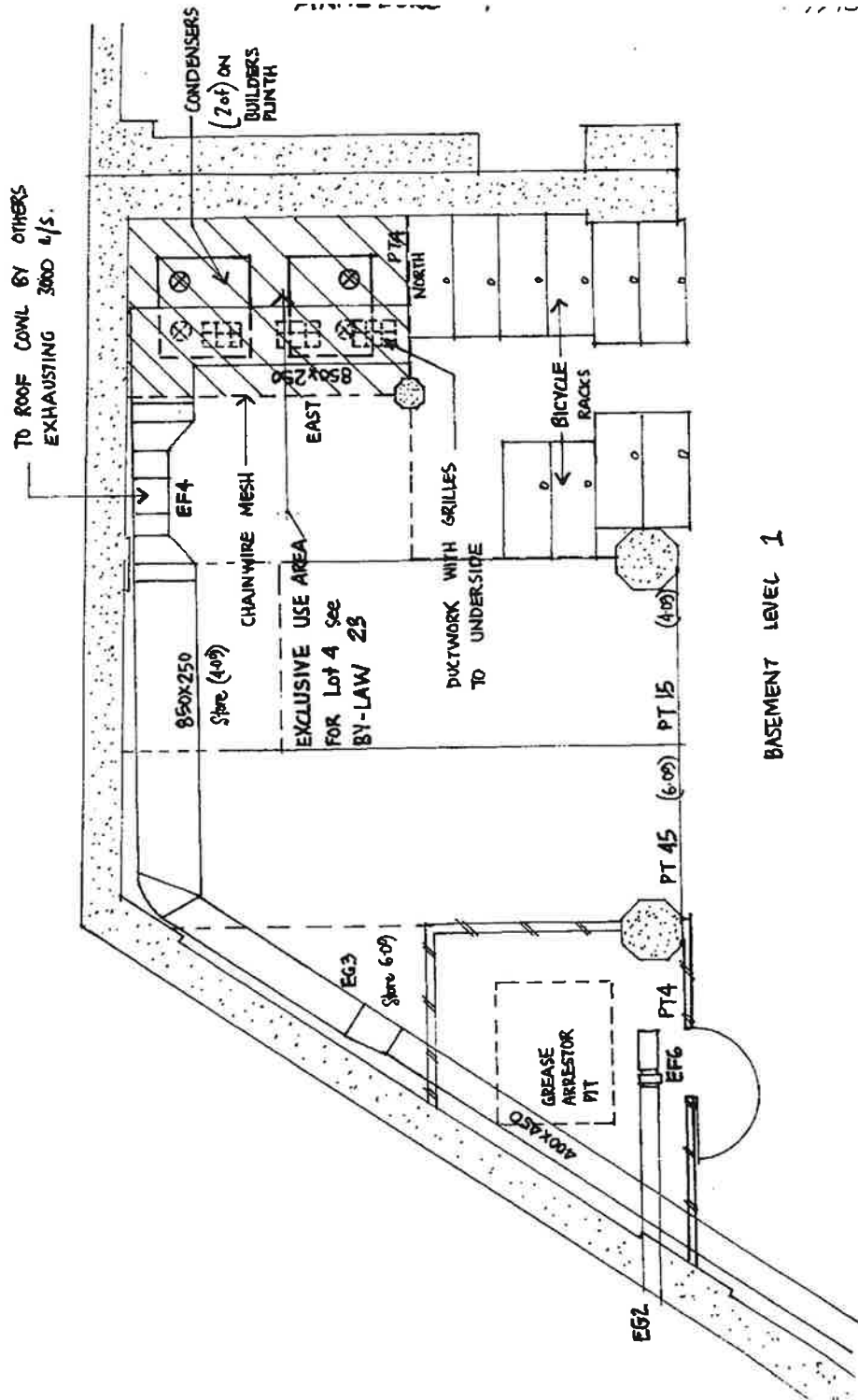
By-law 23 – Exclusive use by-law

(1) The proprietor of lot 4 in the scheme shall have the exclusive right and usage to that part of the common property forming the concrete slab immediately above that part of lot 4 on the basement level 1 indicated on the plan annexed and marked "F" ("the exclusive use area") to run through the exclusive use area to and from that part of lot 4 on the Ground Floor Level immediately above ("the benefited area") all such pipes, conduits, wires, electricity and water as may be reasonably required from time to time to enable the air conditioning plant installed on that part of lot 4 immediately below the exclusive area to service the benefited area together with full right liberty and access for the proprietor of lot 4 to install, maintain, service and replace the same at any time and from time to time.

(2) It is a condition of the grant of exclusive use given by this clause that the proprietor of lot 4 shall:

- (a) be responsible for the maintenance and repair of the exclusive use area;
- (b) ensure that all necessary approvals for any work undertaken on the exclusive use area are obtained prior to any work being undertaken;
- (c) ensure that any work undertaken on the exclusive use area is completed in accordance with the necessary approvals; and
- (d) ensure that no work affects the structural integrity of the common property.

Ref: /Src:U



BASEMENT LEVEL 1

Special by-law no. 1 – Lot 58 car park space

That the Owners Corporation grant exclusive use or an area of Common Property as indicated on plan "A" attached to and forming part of this agenda for use as a vehicle parking space to the proprietor for the time being of Lot 58 subject to:-

- (a) The proprietor of Lot 58 paying the sum of \$36,000.00 to The Owners Corporation in consideration of the Grant of Exclusive Use.
- (b) That the exclusive use area shall be used for no other purpose than for parking of a motor vehicle or motor cycle.
- (c) That the exclusive use area shall be kept in a reasonably clean condition and shall not be used as a general storage area.
- (d) That the Owner shall meet all legal costs for the registration of this By Law but not exceeding \$400.00
- (e) If an Owner fails to comply with the terms and conditions contained or implied by this Special By Law the Owners Corporation may by notice in writing, pursuant to an ordinary resolution, require him/her to rectify that breach and if that breach is not rectified within seven (7) days after service upon him/her of that notice the entitlement of exclusive use and enjoyment conferred by this Special By Law shall terminate on the expiration of the last mentioned period.

Special by-law no. 2 – Satellite dish

In addition to the powers, authorities, duties and functions conferred upon the Owners Corporation by the Act and the By-Laws, the Owners Corporation shall have the following additional powers, authorities, duties and function:-

- (a) The power to acquire and install a satellite dish and associated equipment to the property;
- (b) The power and duty to repair and maintain and renew and replace such equipment as may be necessary from time to time.

Special by-law no. 2 – Toilet facility

In addition to the powers, authorities, duties and functions conferred or imposed upon it, the Owners Corporation shall have the following additional powers, authorities, duties and functions:

- (a) The power to acquire and construct a toilet room facility in the BBQ area of the property.
- (b) Subject to Clause (a) the power and duty to repair, maintain, renew and replace such toilet facility as may be necessary from time to time.

Special by-law no. 3 – Notice board

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

Notices are to be affixed to the notice board by the Owners Corporation Secretary or their nominee.

Special by-law no. 4 – Electronic delivery of notices

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

Special by-law no. 5 – Previously installed air conditioning units

1.1 This by-law relates to lots in the strata scheme with air conditioning units which at the date of this by-law have been installed.

1.2 "Owner" means an owner of a lot which has had an air conditioning unit installed prior to the date when this by-law was made.

1.3 The air conditioning unit referred to in this by-law means the air conditioning unit and associated pipes, electrical cabling and ducting utilized in the installation of the said air conditioning unit.

1.4 An owner of a lot shall:

- (a) Have a special privilege in respect of the common property to install and keep an air conditioning unit in and on the common property, and a special privilege in respect of common property to attach pipes, electrical cabling and ducting to and through common property (excluding that part of the common property being the roof cavity) for the transmission of cooled or heated air from the air conditioning unit to the lot and shall have the exclusive use of those parts of the common property occupied by the air conditioning unit.
- (b) Properly maintain and keep the common property to which the air conditioning unit, pipes, electrical/cabling and ducting is attached in a state of good serviceable repair.
- (c) Properly maintain and keep the air conditioning unit, pipes, electrical cabling and ducting which are attached in a state of good and serviceable repair.
- (d) Be responsible for any damage occasioned to common property by the attachment to or through it by the air conditioning unit, pipes, electrical, cabling and ducting; and
- (e) Not be permitted to replace the air conditioning unit without the written approval of the Owners Corporation.

1.5 With respect of any air conditioning unit installed prior to making of this by-law, an owner shall inform the Owners Corporation in writing that such installation has been effected and such advice shall include details of the size, capacity and model of the unit, and location of common property. The Owners Corporation may reasonably require the owner to ameliorate any adverse impact on the peaceful enjoyment of any other owner or occupier of another lot or the appearance of the building.

1.6 Owners hereby indemnify and keep indemnified the Owners Corporation in respect of that part of the common property benefiting the owners against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation and arising directly or indirectly out of the use of the common property by the owner pursuant to this by-law.

Special by-law no. 6 – Works lot 4

1. In this motion:

2.

(a) **Lot** means Lot 4 in strata scheme 55982.

(b) **Owner** means the owner of the Lot.

(c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 55982.

(d) **Water Sub Meter** means the device which measures and provides a reading on the volume of water usage of the Lot.

(e) **Works** means the installation of a Water Sub Meter in accordance with the requirements of any relevant authority including Sydney Water.

The Owner is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property pursuant to this authority.

Special by-law no. 7 – Water sub meter

PART 1

DEFINITIONS & INTERPRETATION

1.1 in this by-law:

(a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.

(b) **Executive Committee** means one or more members of the executive committee of the scheme as elected by the Owners Corporation from time to time.

(c) **Lot** means lot 4 in strata scheme 55982.

(d) **Owner** means the owner of the Lot.

(e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 55982.

(f) **Water Sub Meter** means the device which measures and provides a reading on the volume of water usage of the Lot.

(g) **Works** means the Installation of a Water Sub Meter in accordance with the requirements of any Authority.

(h) **Special Privilege Area** means the common property areas where the Water Sub Meter is installed including the areas reasonably required to keep the Water Sub Meter.

1.2 In this by-law a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and

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

**PART 2
GRANT OF RIGHT**

2.1 The Owner has the special privilege to keep and use the Water Sub Meter that services the Lot in the Special Privilege Area.

**PART 3
CONDITIONS**

**PART 3.1
Before Commencement**

3.1 Before commencement of the Works the Owner must:

- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (b) effect, and maintain Insurance and provide a copy to the Owners Corporation; and
- (c) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law.

**PART 3.2
During construction**

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details if requested by the Owners Corporation;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible; and
- (d) perform the Works during times reasonably approved by the Owners Corporation.

**PART 3.3
After construction**

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

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified; and
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.

**PART 3.4
Water Sub Meter**

3.4 (a) The Executive Committee must carry out a reading of the Water Sub Meter on a calendar quarterly basis and calculate the following:

1. the water usage of the Lot
2. the charges which would have been imposed by Sydney Water in relation to such water usage, were it separately metered.
3. the executive committee's estimate of the contribution made by the owner of the Lot, for the relevant quarter, to aggregate water usage charges incurred by the owners Corporation by means of the contributions, being the executive committee's estimate of the portion of total levies determined for the relevant quarter relating to water usage, multiplied by the relevant owner's unit entitlement.
4. the amount by which the amount determined pursuant to paragraph 3 exceeds the amount determined pursuant to paragraph 2 ("the Compensation Sum").

(b) The Owners Corporation must pay the Compensation Sum to the owner within 30 days of the conclusion of the relevant quarter.

PART 3.5
Enduring rights and obligations

3.5 The Owner:

- (a) is responsible for the ongoing maintenance of the common property area where the Works are located;
- (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Special Privilege Area and the Works;
- (c) must not restrict access to the Water Sub Meter to the Executive Committee or any Authority;
- (d) remains liable for any damage to lot or common property arising out of the Works;
- (e) must make good any damage to lot or common property arising out of the Works; and
- (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

CONSENT TO SECTION 65A AND SPECIAL PRIVILEGE BY-LAW
Section 65A(4)(a) and 52(1) of the Strata Schemes Management Act 1996

To:

The Secretary
The Owners - Strata Plan No.55982
C/- GK Strata Management Pty Ltd
Level 4, 55 Mountain Street
Broadway NSW 2007

AND

The Registrar-General
Queens Square
SYDNEY

We, Kok-Cheng Lim and Mee-Mee Lim being the owner(s) of Lot No. 4 in Strata Plan No. 55982, HEREBY CONSENT to the making of the section 65A and special privilege by-law passed by special resolution on 1st May 2013 in relation to the sub water me:

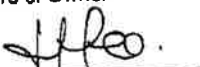
Subject to the approval of development application for setting up a plus 24 bym.



Signature of Owner

18/4/13

Date



Signature of Owner

18/4/13

Date



Special by-law no. 8 – Air conditioners

1. Introduction

1.1 This by-law authorizes Works to be conducted on Common Property by an Owner.

1.2 This by-law further grants to each Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

2. Definitions & Interpretation

2.1 In this by-law:

"Building" means the building to which the Works are attached.

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

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

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

"Lot" means all lots within the Strata Scheme.

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

"Owner" means all owners of a Lot for the time being. Where relevant "Owner" means the owner of the Lot which a particular air conditioner services.

"owners Corporation" means the owners corporation for the Strata Scheme.

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

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

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

"Strata legislation" means the Development Act and the Management Act.

"Works" means the installation, maintenance, repair and replacement of a split-system air conditioner to service a Lot, with the external motor located on a pad on the Lot's balcony floor and the unit on the wall separating the inside of the Lot from its balcony, and including such pipes wires and conduits as are necessary (including through a wall) to connect the air conditioner to service the inside of the lot.

2.2 In this by-law:

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

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

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

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

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

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

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

2.2.8 If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme (specifically including by-laws 5 and 14), then the provisions of this by-law will prevail to the extent of that inconsistency.

3.0 Authorisation and Right of Exclusive Use

3.1 Authorisation

3.1.1 Each Owner may and is given a special privilege to conduct the Works.

3.2 The Grant of Exclusive Use

3.2.1 Each Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common Property on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to each Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

3.4.1 Each Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

4.0 Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works each Owner must:

4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works; and

4.1.1.2 if requested, and for any contractor carrying out the Works on that Owner's behalf, obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractor's all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy.

4.1.2 If an Owner does not comply with the conditions set out in clause 4.1.1 that Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

4.1.3 The Works must not be conducted until this by-law is registered.

4.2 During the Conduct of the Works

4.2.1 During the Works each Owner must:

4.2.1.1 Standard of Workmanship

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

4.2.1.2 Quality of the Works

make certain the Works are in accordance with any specification,

4.2.1.3 Debris

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

4.2.1.4 Storage of Building Materials on Common Property

Make sure that no building materials are stored on Common Property,

4.2.1.5 Times for Renovations

ensure that the Works are only carried out between the hours of 7.00am-4.30pm on Monday- Friday and are not performed on weekends or public holidays,

4.2.1.6 Interruption to Services

give the occupiers of other lots at least 48 hours' prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

4.2.1.7 Costs of Works

pay all costs associated with the Works,

4.2.1.8 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.2.1.9 Right of Access

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, each Owner must:

4.3.1.1 promptly notify the Owners Corporation that the Works are complete,

4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and

4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

4.4 Enduring Obligations

Each Owner must:

4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,

4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and

4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.4.4 ensure that:

(a) the Works do not create any excessive noise or otherwise interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using their lot or the Common Property;

(b) any holes or penetrations made to enable any part of the air-conditioners to enter the Lot are at all times adequately sealed and waterproofed; and

(c) the air-conditioning units have appropriate fittings to make certain that any condensation does not drip onto any other part of the Building.

4.5 Indemnity

Each Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

4.6 Access

The Owners Corporation must give an Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling that Owner to comply with any condition imposed by this by-law.

5.0 Breach of this By-Law

5.1 If an Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

5.1.1 rectify any such breach,

5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and

5.1.3 recover as a debt due from that Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

Special by-law no. 9 – Parking on common property

1. Introduction

(a) This by-law sets out rules concerning the parking of vehicles on the common property and the supplying of information about vehicles parked within the strata scheme.

(b) All Owners and Occupiers must comply with this by-law.

(c) If you do not comply with this by-law the Owners Corporation may take action against you including issuing notices and recovering the costs of doing so as a liquidated damage.

2. Definitions & Interpretation

2.1 In this by-law:

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

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

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

"**Fee**" means the amount fixed by the Executive Committee from time to time being a genuine pre-estimate of:

(a) the cost to the Owners Corporation of Issuing the Notification or the Information Notice; and/or

(b) damages for the loss of use of the relevant Visitor Car Parking Space or Common Property.

"**Information Notice**" means a notice to an Owner or Occupier requiring that the Vehicle Information be provided within a further 14 days.

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

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

"**Notification**" means:

(a) an adhesive or other sticker or written notification to be placed on a Vehicle; or

(b) a letter addressed to the Owner or Occupier of a Lot,

in a form approved from time to time by the Executive Committee requesting removal of an Offending Vehicle and notifying a breach of this by-law.

"**Occupier**" means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.

"**Offending Vehicle**" means a Vehicle parked contrary to this by-law.

"**Owner**" means the Owner of a Lot.

"**Owners Corporation**" means the Owners Corporation for the Strata Scheme.

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

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

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

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

"Vehicle Information" means the number plate (if applicable), make and model of each Vehicle used by any Owners and Occupiers at the relevant Lot.

"Vehicle" means any form of motorised or non-motorised conveyance including cars, trucks, boats or bikes and any trailer or other device designed to be transported by, or used in conjunction with, any type of motorised or non-motorised conveyance.

"Visitor Car Parking Space" means any car parking space within the Strata Scheme which is not part of a lot or which is not the subject of a right of exclusive use.

2.2 In this by-law:

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

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

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

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

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

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

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

2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme (including by-law 2), then the provisions of this by-law will prevail to the extent of that inconsistency, and

2.2.9 the terms are independent of each another. If a term or sub-clause in this by-law is deemed void or unenforceable, then it will be severed from the rest of this by-law, so that the by-law as a whole will not be deemed unenforceable.

3. No Parking on Common Property by Owners and Occupiers

No Owner or Occupier is permitted to park a Vehicle in a Visitor Car Parking Space or on Common Property.

4. No Parking on Common Property by Occupiers to be Permitted by Owners

An Owner must:

- (a) not allow any Occupiers of the lot, including the Owner's lessees or tenants, to park, stand or place any Vehicle on the common property, and
- (b) take all reasonable steps to ensure that any Occupiers of the Owner's Lot, including the Owner's lessees or tenants, do not park, place or stand any Vehicle on the common property.

5. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces

An Owner or Occupier of a lot must:

- (a) not allow any visitors or invitees of the Owner or Occupier, including any tradespeople, to park, stand or place any Vehicle on the common property, and
- (b) take all reasonable steps to ensure that any visitors or invitees of the Owner or Occupier, including any tradespeople, do not park, stand or place any Vehicle on the common property, except in a Visitor Car Parking Space.

6. No Parking on Common Property by Outsiders

An Owner or Occupier of a lot must not allow any person who is not visiting the parcel to park, stand or place a Vehicle on the Common Property, including in a Visitor Car Parking Space.

7. Consequences of a Breach

(a) In the event that an Owner or Occupier of a lot breaches any of clauses 3-6 this by-law, the Owners Corporation may:

- (i) place a Notification on the offending Vehicle or send a Notification to the relevant Owner or Occupier, which Notification may be in the form annexed to this by-law, and which Notification may be prepared and sent on the Owners Corporation's behalf by its solicitor, Strata Managing Agent or employee;
- (ii) issue more than one Notification throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and
- (iii) recover the following amounts as a debt to the Owners Corporation:
 - (iv) deactivate the air key or access fob to carpark for any offending vehicle owner and will charge a \$200 reactivation fee amount subject to change by resolution of the executive committee from time to time.

(A) the Fee for each occasion a Notification is placed on an Offending Vehicle or sent to an Owner or Occupier, or the Fee for each time an Information Notice is sent to an Owner or Occupier, and

(B) the expenses incurred by the Owners Corporation pursuant to clause 12.

(b) For the avoidance of doubt, if the Owners Corporation issues more than one Notification throughout the duration of a breach of this by-law, it may recover as a debt from the Owner or Occupier in breach of this by-law the administrative cost multiplied by the number of Notifications it issues.

(c) The following persons, being Owners or Occupiers In the Strata Scheme, are liable to pay to the Owners Corporation as a debt the amounts referred to in clause 8(a)(iii) and, if more than one person, they will be jointly and severally liable:

- (i) the person who parked the Offending Vehicle;
- (ii) any person who owns or has a legal interest in the Offending Vehicle;
- (iii) the person entitled to control the use of the Offending Vehicle; and
- (iv) the Owner of any Lot tenanted or occupied by a person referred to in sub-clause 8(c)(i)-(iii).

8. Invoicing

(a) The Owners Corporation may issue an invoice to any person referred to in clause 8(c) for any amount due under this by-law. Where the person to whom the invoice is sent is an Owner or Occupier who has notified the Owners Corporation of an address for service in accordance with the provisions of the Management Act, that invoice may be sent to that address.

(b) Notwithstanding subparagraph 9(a), any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.

9. Interest

(a) Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Management Act with respect to outstanding contributions.

10. Recovery

(a) The Owners Corporation may recover as a debt any amount which becomes due and payable pursuant to this by-law as well as interest and the expenses of the Owners Corporation incurred in recovering those amounts.

11. Recovery of Expenses

(a) The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this by-law from any person liable for that debt on an indemnity basis including but not limited to:

- (i) all amounts payable by the Owners Corporation to the Strata Managing Agent;
- (ii) the cost of issuing an invoice for the debt; and
- (iii) all legal costs incurred in connection with the recovery of the debt.

(b) The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.

(c) Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.

(d) Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.

(e) The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

NOTIFICATION OF BREACH

Your vehicle is parked in breach of Special By-law No.1 which provides that no Owner or Occupier is permitted to park a vehicle in a visitor parking space or on common property.

Date:

YOU MUST REMOVE THIS VEHICLE IMMEDIATELY

THE ISSUE OF THIS NOTICE ENTITLES THE OWNERS CORPORATION TO RECOVER FROM YOU \$.00. PLEASE PAY THAT AMOUNT TO THE OWNERS CORPORATION IMMEDIATELY

Special By-law No. 9 entitles the Owners Corporation to recover that amount and liquidated damages for loss of use of the relevant common property from Owners or Occupiers who park, own, have an interest in or control the use of a vehicle parked in breach of the by-law or the Owner of a lot tenanted or occupied by such a person.

The Owners Corporation can recover that amount in Court as well its costs and interest.

An invoice will be forwarded for the amount now due in relation to this notice. The issue of further notices will result in the issue of further invoices. Non-payment will result in recovery proceedings being commenced.

Special by-law no. 10 – Special privilege (minor renovations)

1.0 Introduction

1.1 This by-law sets out the rules an Owner must follow if the Owner intends to install Special Fixtures.

1.2 The installation of any Special Fixture which has not been approved in accordance with this by-law is prohibited.

1.3 The installation of any Special Fixture other than in accordance with the conditions contained in this by-law or any conditions attached to the approval given pursuant to this by-law is prohibited.

1.4 The keeping of any Special Fixture on the Common Property is subject to the conditions set out in this by-law.

1.5 If the Owner does not comply with this by-law the Owners Corporation may take action against the Owner. This may result in the Owner's Special Fixture being removed or the Owner being fined.

1.6 By following the rules contained In this by-law the Owner will ensure that any proposal for installation of a Special Fixture is considered by the Owners Corporation as quickly as possible and the Owner will maximise the chances of the installation of the Special Fixture proceeding smoothly.

2.0 Definitions & Interpretation

2.1 In this by-law:

"**Building**" means the building in respect of which a Special Fixture is attached.

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

"**Council**" means the local council within whose boundaries the Strata Scheme is located and, where relevant, includes a private certifying authority if the private certifying authority is able to consent to the Works.

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

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

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

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

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

"**Owner**" means an owner of any one of the lots and that owner's successors in title.

"**Owners**" means the owners of the lots and their successors in title.

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

"**Special Fixture**" means any of the following, including all pipes, wires, conduits and cables, fixtures, plant and equipment forming part of the Special Fixture or required for its proper functioning:

- o renovations to the Lot's kitchen, where there is a replacement of or alteration to anything which has been or will be attached to, or will form or has formed part of the Common Property, including but not limited to wall and floor tiles, splashbacks connected to an external wall, appliances, attaching cupboards to external walls, pipes, cables, wires and conduits;

- o renovations to the Lot's bathroom or laundry, where there is a replacement of or alteration to anything which has been or will be attached to, or will form or has formed part of the Common Property, including but not limited to wall and floor tiles, waterproofing, hot water services, pipes, cables, wires and conduits; and

- o exhaust or extractor fans in ceilings, walls and windows, including penetrations through common property to connect the exhaust fan to the exterior of the building, to extract air from the Lot's kitchen or bathroom.

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

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

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

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

"**Works**" means the installation of a Special Fixture, or the carrying out of any work described in the definition in this by-law of *Special Fixture*.

2.3 In this by-law:

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

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

2.3.3 words importing the singular number include the plural and vice versa,

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

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

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

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

2.3.8 If any provision of this by-law is void, unenforceable or illegal, then the rest of this by-law will be read as if that provision was not part of this by-law, and

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

2.4 The Owners Corporation may waive the requirement for the Owner to comply with any condition of this by-law.

2.5 Where the words "where required" are used in any clause of this by-law, this means that the Owners Corporation may request compliance with the condition set out in that clause in appropriate circumstances.

2.6 Where the words "where necessary" are used in any clause of this by-law, this means that the Owner must comply with the condition set out in that clause where the subject matter of that clause is required by any law in relation to the Special Fixture.

3.0 Authorisation and Right of Exclusive Use

3.1 Special Fixtures Specifically Authorised

Each Owner may and has a special privilege to carry out the Works. The Owners Corporation specifically authorises the installation or maintenance on the Common Property of a Special Fixture by or on behalf of an Owner, subject to the provisions of this by-law.

3.2 The Grant of Exclusive Use

3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Special Fixture as comprises part of the Common Property on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Information to be provided to Owners Corporation

3.4.1 Whilst the Owner is by virtue of this by-law authorised to install a Special Fixture, any Owner who wishes to install a Special Fixture must provide specific information to the Owners Corporation to consider and comment on the fine details of the approved installation (approved by the Owners Corporation by virtue of this by-law and the special resolution approving it). An application to Council will also be required if the installation of the Special Fixture requires Council approval.

3.4.2 The following information must be provided to the Owners Corporation:

- (a) The Owner's name, address and telephone number,
- (b) The Owner's Lot and Lot number,
- (c) A detailed description of the Special Fixture and all parts of it,
- (d) Detailed drawings, plans and specifications for the Special Fixture including elevations and locations of installation (where required),
- (e) Details of the method of installation of the Special Fixture,
- (f) The make, model, size and proposed location of any equipment comprising or forming part of the Special Fixture,
- (g) If not already provided by the owner of the relevant Lot, a completed and signed consent form, consenting to this by-law,
- (h) Details of the contractor who will carry out the installation of the Special Fixture including the full business name and telephone number of the contractor,
- (i) A copy of a certificate demonstrating that the contractor who will carry out the installation of the Special Fixture holds a current:
 - (i) licence (where necessary),
 - (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00 and note the interests of the Owners Corporation,
 - (iii) workers compensation insurance policy,
 - (iv) home warranty insurance policy under the Home Building Act 1989 covering the Special Fixture (where necessary), and
 - (v) a safe work method statement compliant with the Work Health and Safety requirements at that time.
- (j) Any other information which the Owners Corporation may reasonably require.

3.4.3 The Owners Corporation may, acting reasonably:

- (a) require changes to the proposed Works, including changing the location of installation, the type of material and the make, model, colour of method of installation of Special Fixture;
- (b) refuse to allow a proposed contractor to carry out Works; and
- (c) place other conditions on the carrying out of the Works.

3.4.4 The Owner must comply with any conditions, changes or comments (including under clause 3.4.3) which the Owners Corporation reasonably issues or requires.

3.4.5 The Owners Corporation must within a reasonable time of request sign any landowner's or other consent required by that Owner to lodge a development or other application with Council for approval of Works.

3.4.6 The Owner must comply with the conditions set out in the following clauses of this by-law (unless the requirement for compliance is waived by the Owners Corporation).

4.0 Conditions for Installation of Special Fixtures

4.1 Before installation

4.1.1 Before commencing the installation of a Special Fixture, the Owner must:

- (a) give the Owners Corporation at least 14 days' notice of the commencement of the installation,
- (b) if Council consent is required, provide evidence to the Owners Corporation that the required consent from Council has been obtained,
- (c) if required under Part 6 of the *Home Building Act 1989* in respect of the Works:
 - (i) enter into a contract in conformity with and meeting the requirements of the *Home Building Act 1989* with a contractor licensed to perform residential building work, and
 - (ii) obtain and provide to the Owners Corporation a certificate of insurance evidencing any contract of Home Warranty Insurance required under Part 6 of the *Home Building Act 1989* for the Works,
- (d) in respect of any tradesperson or contractor carrying out any part of the Works on the Owner's behalf, obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractor's all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy,
- (e) if the Owners Corporation reasonably considers that the structure of the Building (or any part of it) could be affected by the Works, provide to the Owners Corporation a certificate from a qualified engineer addressed to the Owners Corporation certifying that the Works will not affect the structural integrity of the Building, and
- (f) where required by the Owners Corporation, pay a bond to the Owners Corporation by bank cheque in an amount reasonably determined by the Owners Corporation and notified to the Owner (which amount may not exceed \$10,000.00, increased annually from 30 June 2015) to be held by the Owners Corporation in accordance with the conditions of this by-law. The bond shall be paid to the Strata Managing Agent or, if there is no Strata Managing Agent, to the secretary of the Owners Corporation.

4.1.2 If the Owner has not complied with any of the conditions set out in clause 4.1.1 the Owner must not install the Special Fixture and if the Owner has already begun installation of the Special Fixture the Owner must immediately stop.

4.2 During Installation

During the installation of a Special Fixture the Owner must:

(a) Standard of Workmanship

ensure the installation of the Special Fixture is carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Appearance of Installation of Special Fixtures

ensure the installation of the Special Fixture is carried out and completed in a manner which is in keeping with the rest of the Building, specifically that any grill (for an extractor fan) installed on an external wall is consistent in appearance with other grilles installed on the Building,

(c) Quality of Installation of Special Fixtures

make certain the installation of the Special Fixture is in accordance with any specifications for the Special Fixture,

(d) Variation to Installation of Special Fixtures

not vary the installation of the Special Fixture without obtaining the prior written approval of the Owners Corporation,

(e) Noise During Installation of Special Fixtures

ensure the installation of the Special Fixture and the Owner's tradespersons do not create any excessive noise in the Owner's Lot or on the Common Property that is likely to interfere with the peaceful enjoyment of the Occupier of another Lot or of any person lawfully using the Common Property,

(f) Debris

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

(g) Storage of Building Materials on Common Property

make sure that no building materials are stored on Common Property,

(h) Protection of the Common Property

(i) if appropriate, protect all areas of the Common Property outside the Owner's Lot which are affected by the installation from damage, the entry of water or rain and from dirt, dust and debris relating to the installation of the Special Fixture and ensure that all Common Property, especially the walls, floors and carpets, is protected by covers and mats when transporting furniture, construction materials, equipment and debris through the Common Property,

(ii) keep all areas of the Common Property affected by the installation of the Special Fixture structurally sound during the renovations,

(iii) make sure that any holes or penetrations made during the installation of the Special Fixture are adequately sealed and waterproofed,

(iv) not overload any lifts at the Building,

(v) if any fire equipment needs to be deactivated or isolated during installation of the Works, re-commission that fire equipment and provide certification that the Building is again fire compliant,

(i) Daily Cleaning

clean any part of the Common Property affected by the installation of the Special Fixture on a daily basis and keep the Common Property clean, neat and tidy during the installation,

(j) Times for Renovations

ensure that the installation is only carried out between the hours of 8.00am - 4.30pm on Monday - Friday and is not performed on weekends or public holidays,

(k) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that 24 hours notice is given to the Occupiers of the other Lots on the same level of the Building or immediately above or below the Owner's lot or in close proximity to the Owner's Lot, before the use of any such tools and equipment,

(l) Interruption to Services

give the Occupiers of the other Lots at least 48 hours prior notice of any planned interruption to the services such as water, electricity, gas, television or cable television,

(m) Vehicles

ensure that no tradesperson's vehicles obstruct the Common Property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(n) Costs of Special Fixtures

pay all costs associated with the installation of the Special Fixture, and

(o) Right of Access

give the Owners Corporation's nominated representative or representatives access to inspect the installation work or the Special Fixture within 48 hours of any request from the Owners Corporation.

4.3 After Installation

After installation of the Special Fixture is complete, the Owner must:

(a) promptly notify the Owners Corporation that the installation is complete,

(b) restore all Common Property damaged or affected by the installation of the Special Fixture as nearly as possible to the state which it was in immediately prior to commencement of the installation of the Special Fixture, and

(c) provide the Owners Corporation's nominated representative or representatives access to inspect the Special Fixture and the areas of all installation work within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Special Fixture and the areas of all installation work will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

4.4 Enduring Obligations

The Owner must:

- (a) properly maintain the Special Fixture and keep it in a state of good and serviceable repair and when necessary renew or replace any part of the Special Fixture,
- (b) ensure that any equipment forming part of the Special Fixture (for example, an air-conditioner) does not create any noise that is likely to interfere with the peaceful enjoyment of the Occupier of another Lot or of any person lawfully using the Common Property,
- (c) ensure that any equipment forming part of the Special Fixture has appropriate fittings to make certain that any condensation from the equipment does not drip onto any other part of the Building (for example, a drip tray for an air-conditioner),
- (d) make good any damage to another Lot, the Common Property or personal property caused by the Special Fixture or its installation no matter when such damage may become evident,
- (e) notify the Owners Corporation that any damage to another Lot or the Common Property caused by the Special Fixture or its installation has been repaired,
- (f) to the extent possible, insure the Special Fixture, and
- (g) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Special Fixture (for example, the conditions of any Local Council approval for the Special Fixture).

4.5 Indemnity

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Special Fixture or the altered state or use of any Common Property arising therefrom. This indemnity includes any works required to maintain or satisfy any fire orders relating to the Building.

4.6 Access

The Owners Corporation must give the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the installation of the Special Fixture and enabling the Owner to comply with any condition imposed on the Owner under this by-law.

4.7 Bond

The Owners Corporation shall be entitled to apply any bond paid by the Owner under the conditions of this by-law, or any part of it, towards the costs of the Owners Corporation incurred:

- (a) repairing or replacing any damage caused to the Common Property or any other lot as a result of the installation of the Special Fixture or its presence within the Strata Scheme, or
- (b) cleaning any part of the Common Property as a result of the installation of the Special Fixture,

and the Owners Corporation will refund the bond, or the remaining balance of it, within 14 days of the Owner notifying the Owners Corporation that the installation of the Special Fixture is complete and the Owners Corporation is satisfied (acting reasonably) that the Owner has complied with the conditions of this by-law.

5.0 Breach of this By-Law

5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation or any other lot Owner may:

- (a) rectify any such breach,
- (b) enter on any part of the Owner's lot or the Common Property, by its agents, employees or contractors, in accordance with the Management Act for the purpose of rectifying any such breach,
- (c) recover as a debt due from the Owner the costs of the rectification together with the expenses of the owners Corporation or other Lot Owner incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

Special by-law no. 11 – Fire system

1. Introduction

1.1 The fire system, is common property. It is the owners corporation's to maintain it and keep it in good repair, in accordance with section 62 of the Act.

1.2 If it is found that any part of the fire system is lot property, this by-law still applies to it and the owners corporation wishes to take on the responsibility to maintain, repair, renew and replace any part of the fire system which is found to be lot property, in order to:

- (a) ensure that all parts of the fire system are properly maintained and kept in a state of good and serviceable repair; and
- (b) assist the owners corporation exercise its function to administer the buildings for the benefit of all owners.

1.3 The object of this by-law is to give the owners corporation the access and power to maintain, repair, renew and replace the fire system to achieve the purposes stated in clause 1.3 above.

2. Definitions

In this by-law:

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

"fire system" means the overall system to monitor fires, fight them and reduce their spread, including all smoke detectors in the common property and within lots;

"buildings" means the residential apartment building situated in the strata scheme based on the strata plan and located at 172 Riley Street, Surry Hills;

"functions" includes powers, authorities or duties;

"maintenance obligations" means the duties imposed on the owners corporation under section 62 of the Act and under clause 3.1 of this by-law;

"strata plan" means Strata Plan No. 55982.

3. Maintenance and Repair of Fire system

3.1 The owners corporation must properly maintain and keep in a state of good and serviceable repair the fire system and, where necessary, renew or replace the fire system and all parts of it.

3.2 In addition to the functions conferred or imposed on it by or under the Act or the by-laws, the owners corporation shall have the functions to:

- (a) levy contributions on owners in accordance with the Act to raise funds necessary to perform the maintenance obligations;
- (b) engage contractors to perform the maintenance obligations;
- (c) pay money from its administrative fund or sinking fund in accordance with the Act to perform the maintenance obligations; and
- (d) do anything else reasonably necessary or desirable to perform the maintenance obligations.

3.3 The owners corporation may, by its agents, employees, or contractors, enter on any lot upon reasonable notice for the purpose of determining whether any work is required to be carried out by the owners corporation to perform the maintenance obligations or for the purpose of carrying out the maintenance obligations. Each owner or occupier of a lot must permit the owners corporation (by its agents, employees, or contractors) to access the lot in which they are residing within 2 business days of any request, for the purposes set out under this clause 3.3.

4. Owners' Responsibilities

4.1 The owner or occupier of a lot must promptly notify the owners corporation in writing of any damage to or disrepair or defect in the fire system for the lot.

4.2 The owner or occupier of a lot must Indemnify and keep indemnified the owners corporation against all actions, claims, costs, expenses and damages which may be Incurred by or made against the owners corporation arising out of:

- (a) any damage to the fire system caused or contributed to by the owner or occupier; or any breach of this by-law by the owner or occupier .

Special by-law no. 12 – Moving in

You must make arrangements with the owners corporation at least 48 hours before you move into or out of area or move large articles (eg furniture) into or out of area or through common property.

What are your obligations:

When you take deliveries or move furniture or goods through area, you must:

- a) Only do so within the permitted hours as determined by the owners corporation from time to time,
- b) Protect all common property from damage and remove all rubbish from area and its surrounds resulting from the deliveries or movement of goods;
- c) Comply with the reasonable requirements of the owners corporation, including any requirements to use only the lift nominated by the owners corporation from time to time;
- d) To fit an apron cover to the common property lift;

- e) Repair any damage you (or the person making the delivery) cause to common property;
- f) If you (or the person making the delivery) spill anything onto common property, immediately remove the Item and clean that part of the common property.

Right to remedy changes:

If, when moving into or out of area or when you take deliveries or move furniture or goods through area, you damage any part of the common property and fail to repair the damage within a reasonable time, the owners corporation may:

- a) Carry out all work necessary to repair or reinstate the common property;
- b) Enter upon any part of area to carry out that work; and
- c) Recover the costs of carrying out that work from you.

Rules:

The owners corporation may make rules to control the delivery of furniture and goods in area and, in particular, the use of the common property lift for this purpose by owners and occupiers.

Special by-law no. 13 – Unit 601 renovations

The Owners Corporation by SPECIAL RESOLUTION, pursuant to section 108 of the *Strata Schemes Management Act 2015*:

- authorises the owner of Lot 601 on Strata Plan 55982 to the scheme to add to and alter the common property by removing old tiles and laminate from the internal walls of the kitchen and bathroom and replacing those tiles with new tiles, including by applying new waterproofing; and
- specifies that the owner of Lot 601 on Strata Plan 55982 will be responsible for the ongoing maintenance of the common property on which the waterproofing and new tiles are added.

Explanatory Note: The Owner of Lot 601 of 172 Riley Street, seeks approval of the Owners Corporation to undertake Works, which are wholly non-structural, which involve renovations to the kitchen and bathroom. Although this work is non-structural, it does involve removal of old laminate and tiles from the surfaces of walls in Lot 601 which may be common-property. For the avoidance of any doubt, the Owner of Lot 601 seeks approval of the Owners Corporation to remove those tiles and laminate and to replace those tiles and laminate with new tiles. The Owner of Lot 601 accepts responsibility for the ongoing maintenance of the common property on which the waterproofing and new tiles are added.

CONSENT TO SPECIAL PRIVILEGE BY-LAW

TO: **The Secretary**
The Owners – Strata Plan No. 55982

AND: **The Registrar General**
Land & Property Information
Queens Square
SYDNEY NSW 2000

Dear Sir / Madam

Re: **Consent to By-Law**

Sebastian Gee

I/We, being the Owner/s of Lot No 37 in Strata Plan No. 55982 pursuant to Section 143 (1) of the *Strata Schemes Management Act 2015*, **HEREBY CONSENT** to the making of the proposed by-law conferring exclusive use and enjoyment and / or special privileges, as set out in Motion 17 of the Notice of a General Meeting to be convened on 26 February 2019, or at any adjournment of that meeting.

Signed: 

Signature/s of Owner/s shown on the Strata Roll

20/03/2019

Date:

Special by-law no. 14 – Lot 31 renovations

Common Property Rights By-Law for Works by Owner of Lot 31

Part A

Definitions and Interpretation

1.1 In this by-law:

(a) "**Act**" means the *Strata Schemes Management Act 2015* (NSW).

(b) "**Council**" means the local council within whose boundaries the Owners Corporation is located and, where relevant, includes an accredited certifier under the *Environmental Planning and Assessment Act 1979* (NSW).

(c) "**Exclusive Use Area**" means the common property areas reasonably required to retain the Works once complete.

(d) "**Insurance**" means:

(i) contractors' all risks insurance cover with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);

(ii) insurance under the *Home Building Act 1989* (NSW), if required by law; and

(iii) workers' compensation insurance, if required by law.

(e) "**Lot**" means lot 31 in Strata Plan No. 55982.

(f) "**Owner**" means the owner of the Lot for the time being and that owner's successors in title.

(g) "**Owners Corporation**" means the owners corporation created by the registration of strata plan no. 55982.

(h) "**Works**" means the following works to the Lot's bathroom:

- Remove existing toilet, vanity, sink and mirrored wall mounted cabinet;
- Remove existing floor and wall tiles;
- Replace waterproofing;
- Move one power point (within the lot and servicing no other lots);
- Install new tiles;
- install new toilet, vanity, sink and mirrored wall mounted cabinet;
- Install shower screen; and
- No structural changes or plumbing changes affecting common property.

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

1.2 In this by-law:

(a) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same;

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

Part B
Grant of Rights to Owner

2.1 Subject to compliance with the conditions referred to in Part C of this by-law, the Owner:

- (a) is authorised by the Owners Corporation pursuant to section 108 of the Act to add to, alter and erect new structures on the common property to carry out the Works;
- (b) is granted the special privilege to undertake and retain the Works; and
- (c) is granted exclusive use of the Exclusive Use Area.

Part C
By-Law Conditions

Prior to commencement of the Works

3.1 Prior to commencement of the Works, the Owner must:

- (a) if Council consent is required, provide evidence to the Owners Corporation that the required consent from Council has been obtained;
- (b) cause Insurance to be effected and maintained;
- (c) provide to the Owners Corporation the licence details of their tradespersons or contractors who will be carrying out the Works;
- (d) obtain the Owners Corporation's written approval; and
- (e) provide their written consent to the making of this by-law pursuant to sections 108(5) and 143 of the Act.

During the conduct of the Works

3.2 In carrying out the Works, the Owner must:

(a) where any work undertaken includes waterproofing then the Owner must ensure that at their cost the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly licensed applicator and that they provide the Owners Corporation with certification of same in favour of the Owners Corporation within 14 days of completion of the waterproofing;

(b) cause Insurance to be effected and maintained for the duration of the Works;

(c) use duly licensed tradespersons or contractors to conduct the Works;

(d) where applicable, comply with any condition or requirement of Council;

(e) ensure that the Works are carried out in a proper and workmanlike manner;

(f) use best quality and appropriate materials;

(g) ensure that the Works comply with the current Building Code of Australia, all pertinent Australian Standards and the law;

(h) ensure that the Works are installed in accordance with the manufacturer's instructions and specifications;

(i) not allow the obstruction of reasonable use of the common property areas of the Strata Scheme in the course of the Works by building materials, tools, machines, debris or motor vehicles;

(j) comply with any reasonable direction or requirement of the Owners Corporation concerning the transportation of all construction materials, equipment, debris and other material including the means of entering and leaving the building for tradesmen, building materials, tools and debris;

(k) protect all affected areas of the building outside the Works from damage relating to the Works or the transportation of construction materials, equipment and debris in a manner reasonably acceptable by the Owners Corporation;

(l) ensure that all areas of the building outside the Lot will be kept clean and tidy throughout the performance of the Works;

(m) ensure that the Works are performed during times approved by the Owners Corporation and the Owner must not carry out the Works on Sunday or on days which fall on a public holiday;

(n) make sure that jack hammers are only used between 9:00am and 3:00pm, Monday to Friday and are not used on weekends or public holidays;

(o) ensure that the Works do not create any noise that causes discomfort, disturbance or interference with activities of any other resident of the building;

(p) ensure that debris will be removed immediately from the building during the Works;

(q) must comply with the requirements of the Owners Corporation to comply with any bylaws and any relevant statutory authority concerning the performance of the Works;

(r) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner, other than as approved in this by-law and if this happens, the Owner must promptly rectify that interference or damage and at its own cost;

(s) not vary the Works without first obtaining the consent in writing from the Owners Corporation;

(t) perform the Works within a period of 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;

(u) ensure that no tradesperson's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary;

(v) clean any part of the common property affected by the Works on a daily basis and keep all of those parts of the common property clean, neat and tidy during the Works;

(w) remove rubbish from the building arising as a result of the Works daily and dispose of the rubbish in a manner approved by the Owners Corporation and not, unless approved in writing by the Owners Corporation, in any of the rubbish bins for the building;

(x) make sure that no building materials or refuse of any kind are stored on the common property; and

(y) not allow waste or skip bins to be placed on or near the common property without the prior written consent of the Owners Corporation.

After the Conduct of the Works

3.3 After the Works have been completed, the Owner must:

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

(b) promptly notify the Owners Corporation that all damage, if any, to lots and common property caused by the Works and not permitted by this by-law have been rectified and, if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lots or common property have been completed in accordance with the terms of this by-law; and

(c) if requested by the Owners Corporation, provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

Lot Owner's Enduring Obligations

3.4 The Owner:

(a) is responsible for the cost of the Works;

(b) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;

(c) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works and must also renew or replace the Works where necessary;

(d) must at the Owner's own cost repair any damage to common property arising out of the Works and, if applicable, reinstate the common property;

(e) must at the Owner's own cost repair any damage to the property of the owner or occupier of another Lot arising out of the Works;

(f) to the extent permitted by law, indemnifies the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works; and

(g) is responsible for the cost of registering this by-law.

3.5 The Works will always remain the property of the Owner.

Part D Owners Corporation's Consent

4.1 The Owners Corporation must provide its consent to the lodgement of and affix the Owners Corporation's common seal to any application for development approval in relation to the Works, to any section 4.55 modification application of development approval in relation to the Works, to any complying development certificate in relation to the Works and to any construction certificate in relation to the Works as contemplated by the *Environmental Planning and Assessment Act 1979* as soon as possible after being requested to do so by the Owner.

Part E Breach of this by-law

5.1 If the Owner fails to comply or breaches any part of this by-law, then the Owners Corporation may request in writing that the Owner complies or rectifies the breach within 14 days or such other longer period as specified in the notice.

5.2 If the Owner fails to comply with the request in clause 5.1, without prejudice to any other rights:

(a) the Owners Corporation may, by its agents, employees and contractors, carry out all works necessary to perform that obligation;

(b) subject to the provisions of the Act, the Owners Corporation may, by its agents, employees and contractors, enter upon any part of the Lot to carry out that work; and

(c) the Owners Corporation may recover as a debt any amounts payable by an Owner pursuant to this bylaw, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate of 10% per annum, and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

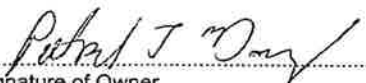
CONSENT TO BY-LAW PURSUANT TO SECTIONS 108(5) AND 143 OF THE STRATA SCHEMES MANAGEMENT ACT 2015

To: The Secretary
The Owners – Strata Plan No. 55982
BY E-MAIL

And: The Registrar-General
NSW Land Registry Services
SYDNEY NSW 2000

Dear Sir/Madam

In accordance with sections 108(5) and 143 of the *Strata Schemes Management Act 2015*, I/we the undersigned owner/s consent to the owners corporation making the by-law attached hereto conferring rights of exclusive use and enjoyment and special privileges and its conditions to be passed by the owners corporation at its general meeting to be held on the date specified below or at any adjournment of that meeting.


.....
Signature of Owner

.....
Signature of Owner

Names in full: Patrick Joseph MCDONAGH.....

Lot No. 31

Date signed: .26/02/2019.....

Date of Meeting: .26/02/2019.....

The seal of The Owners – Strata Plan No. 55982
was affixed on 26 June 2019
in the presence of the following person(s) authorised
by Section 273 of the Strata Management Act 2015
to attest the affixing of the seal.

Signature:

Z Karageorge

Name: Zoe Karageorge

Authority: Licensee-in-Charge
GK Strata Management P/L
Strata Managing Agent



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. 55982
was affixed on 26 June 2019
in the presence of the following person(s) authorised
by Section 273 of the Strata Management Act 2015
to attest the affixing of the seal.

Signature:

Z Karageorge

Name: Zoe Karageorge

Authority: Licensee-in-Charge
GK Strata Management P/L
Strata Managing Agent



Lodger Details

Lodger Code 503696B
Name KEMPS PETERSONS LEGAL PTY LTD
Address PO BOX K372
HAYMARKET 1240
Lodger Box 1W
Email KAVITA.PRASAD@KPLG.COM.AU
Reference 204145 - GK -

Land Registry Document Identification

AS150180

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/SP55982	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP55982
Other legal entity

Meeting Date

20/04/2022

Amended by-law No.

Details NOT APPLICABLE

Repealed by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY-LAW 22

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. SP55982

Signer Name MICHELLE MONICA KUMAR

Signer Organisation KEMPS PETERSONS LEGAL PTY LTD

Signer Role PRACTITIONER CERTIFIER

Execution Date 20/05/2022

Form: 15CH
Release: 2-1

**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.

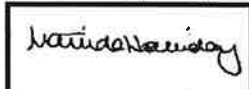
(A) TORRENS TITLE	For the common property		
	CP/SP 55982		
(B) LODGED BY	Document	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Collection	LLPN:136319 KEMPS PETERSON LEGAL PTY LTD	
	Box	DX 11553 SYDNEY DOWNTOWN (02) 8216 0443 registrations@kplg.com.au	
6508C	Reference:	FILE NO: 204145 - GK	CH

- (C) The Owners-Strata Plan No. 55982 certify that a special resolution was passed on 20/04/2022
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. SPECIAL BY-LAW 22
- Amended by-law No. NOT APPLICABLE

as fully set out below:

See annexure

- (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. 55982 was affixed on 19/05/2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:



Electronic signature of me, Matilda Halliday affixed by me on 19/05/2022
Licenced Strata Managing Agent, GK Strata Management Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

1. This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000 (NSW).
2. I have confirmed the persons identity using an identification document and the document I relied on was a Passport.



Electronic signature of me, Michelle Monica Kumar affixed by me on 19/05/2022
Solicitor, Kemps Petersons Legal Pty Ltd

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

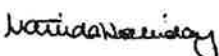
ANNEXURE A

STRATA PLAN 55982

BY-LAWS

LIBERTY APARTMENTS

**172-190 RILEY STREET
SURRY HILLS NSW 2010**

Signature: 

Electronic signature of me, Matilda Halliday affixed by me on 19 May 2022
Strata Managing Agent, GK Strata Management Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 19 May 2022
Solicitor, Kemps Petersons Legal Pty Ltd

STRATA PLAN 55982

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STRATA PLAN 55982

By-law 1 – Noise

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

By-law 2 – Vehicles

(1) An owner or occupier of a lot must not park or stand any motor or other vehicle on 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 approval of the owners corporation.

(2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

By-law 3 – Obstruction of common property

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

By-law 4 – Damage to lawns and plants on common property

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

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

By-law 5 – Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.

(2) An approval given by the owners corporation under subclause (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 to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children, or
- (d) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
- (e) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

(4) Any such locking or safety device, screen, other device, structure or sign 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) Despite section 62 of the Act, the owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in subclause (3) that forms part of the common property and that services the lot.

By-law 6 – Behaviour of owners and occupiers

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

By-law 7 – Children playing on common property in building

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

By-law 8 – Behaviour of invitees

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

By-law 9 – Depositing rubbish and other material on common property

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

By-law 10 – Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval 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 building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

By-law 11 – Cleaning windows and doors

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

(a) the owners corporation resolves that it will keep the glass or specified part of the glass clean; or

(b) the glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

By-law 12 – Storage of inflammable liquids and other substances and materials

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

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

By-law 13 – Moving furniture and other objects on or through common property

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

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

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

By-law 14 – Floor covering

(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 or bathroom.

By-law 15 – Garbage disposal

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

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered; and

(b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected; and

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a); and

(e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier; and

(f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(2) Subclause (1) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

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

(a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(4) Subclause (3) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

By-law 16 – Keeping of animals

(1) Subject to clause 6 below an owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.

(2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:

(a) keep the animal within the lot, and

(b) supervise the animal when it is on the common property,

(c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal,

(d) dogs must be leashed or carried when on common property,

(e) dogs must be controlled so that barking does not unreasonably disturb other residents.

(4) For dogs or cats, an owner or occupier may not keep more than two animals so the limits are two cats, two dogs or one of each.

(5) The owner or occupier of a lot must provide a colour picture of the animal/s, the name of the animal/s (if any), pet owner's name and the unit number via email to the building manager or strata manager for inclusion in a Pet Register.

(6) An owner or occupier of lot must seek prior approval from the Owner's Corporation to keep any other type of animal other than cats or dogs before such an animal may be kept on the lot. The Strata Committee acting on behalf of the Owner's Corporation may impose reasonable conditions or refuse approval on reasonable grounds.

(7) None of the clauses above apply to small fish or up to two small caged birds as permission of the Owners Corporation is not required.

By-law 17 – Appearance of lot

(1) The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

By-law 18 – Change in use of lot to be notified

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

By-law 19 – Preservation of fire safety

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

By-law 20 – Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

By-law 21 – 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) security services,
- (b) promotional services,
- (c) advertising,
- (d) commercial cleaning,
- (e) domestic services,
- (f) garbage disposal and recycling services,
- (g) electricity, water or gas supply,
- (h) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

By-law 22 – Controls on hours of operation and use of facilities

(1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

(a) that commercial or business activities may be conducted on a lot or common property only during certain times,

(b) that facilities situated on the common property may be used only during certain times or on certain conditions.

(2) An owner or occupier of a lot must comply with a determination referred to in subclause (1).

By-law 23 – Exclusive use by-law

(1) The proprietor of lot 4 in the scheme shall have the exclusive right and usage to that part of the common property forming the concrete slab immediately above that part of lot 4 on the basement level 1 indicated on the plan annexed and marked "F" ("the exclusive use area") to run through the exclusive use area to and from that part of lot 4 on the Ground Floor Level immediately above ("the benefited area") all such pipes, conduits, wires, electricity and water as may be reasonably required from time to time to enable the air conditioning plant installed on that part of lot 4 immediately below the exclusive area to service the benefited area together with full right liberty and access for the proprietor of lot 4 to install, maintain, service and replace the same at any time and from time to time.

(2) It is a condition of the grant of exclusive use given by this clause that the proprietor of lot 4 shall:

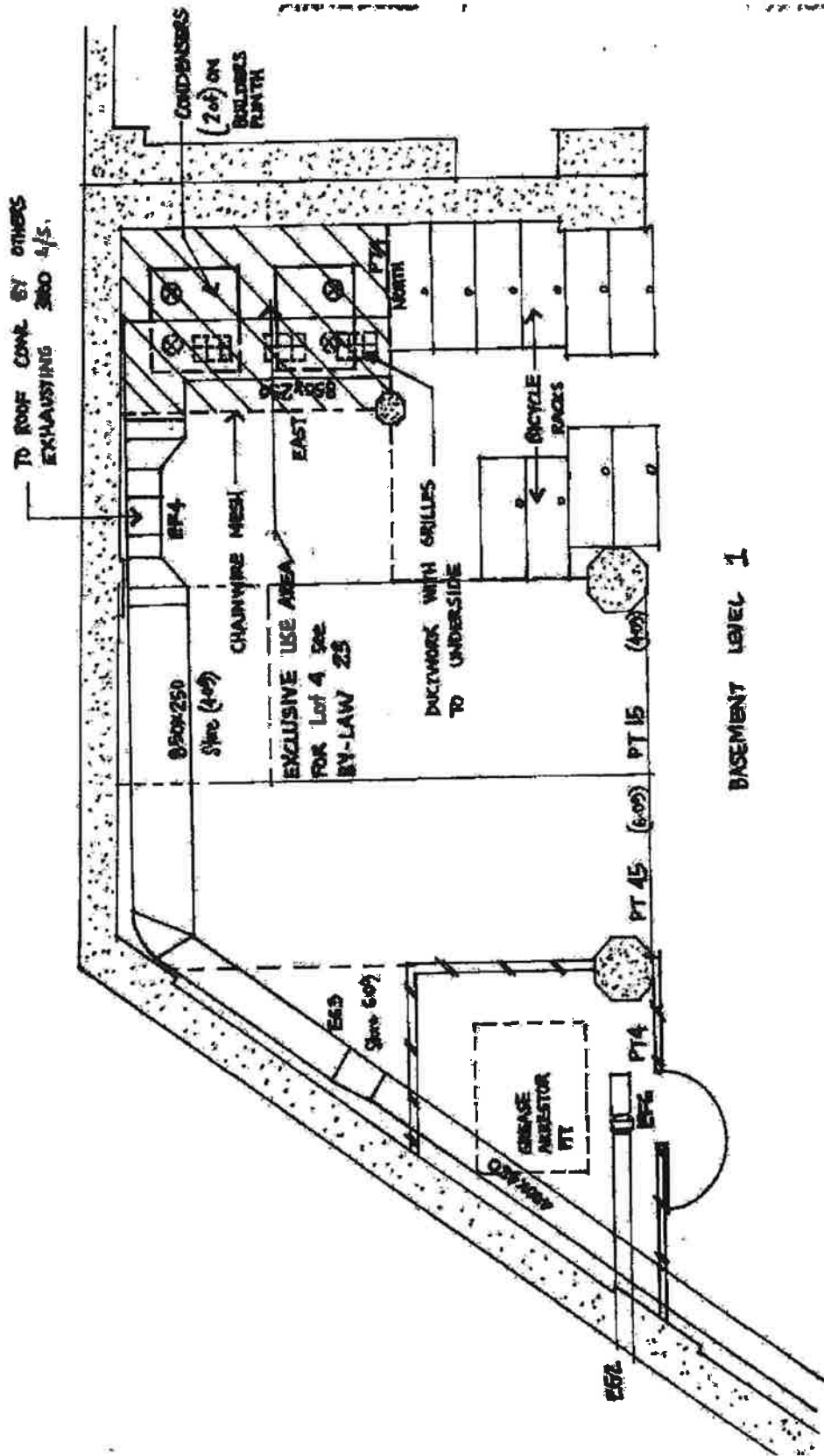
(a) be responsible for the maintenance and repair of the exclusive use area;

(b) ensure that all necessary approvals for any work undertaken on the exclusive use area are obtained prior to any work being undertaken;

(c) ensure that any work undertaken on the exclusive use area is completed in accordance with the necessary approvals; and

(d) ensure that no work affects the structural integrity of the common property.

Ref: /Src:U



BASEMENT LEVEL 1

Special by-law no. 1 – Lot 58 car park space

That the Owners Corporation grant exclusive use or an area of Common Property as indicated on plan "A" attached to and forming part of this agenda for use as a vehicle parking space to the proprietor for the time being of Lot 58 subject to:-

- (a) The proprietor of Lot 58 paying the sum of \$36,000.00 to The Owners Corporation in consideration of the Grant of Exclusive Use.
- (b) That the exclusive use area shall be used for no other purpose than for parking of a motor vehicle or motor cycle.
- (c) That the exclusive use area shall be kept in a reasonably clean condition and shall not be used as a general storage area.
- (d) That the Owner shall meet all legal costs for the registration of this By Law but not exceeding \$400.00
- (e) If an Owner fails to comply with the terms and conditions contained or implied by this Special By Law the Owners Corporation may by notice in writing, pursuant to an ordinary resolution, require him/her to rectify that breach and if that breach is not rectified within seven (7) days after service upon him/her of that notice the entitlement of exclusive use and enjoyment conferred by this Special By Law shall terminate on the expiration of the last mentioned period.

Special by-law no. 2 – Satellite dish

In addition to the powers, authorities, duties and functions conferred upon the Owners Corporation by the Act and the By-Laws, the Owners Corporation shall have the following additional powers, authorities, duties and function:-

- (a) The power to acquire and install a satellite dish and associated equipment to the property;
- (b) The power and duty to repair and maintain and renew and replace such equipment as may be necessary from time to time.

Special by-law no. 2 – Toilet facility

In addition to the powers, authorities, duties and functions conferred or imposed upon it, the Owners Corporation shall have the following additional powers, authorities, duties and functions:

- (a) The power to acquire and construct a toilet room facility in the BBQ area of the property.
- (b) Subject to Clause (a) the power and duty to repair, maintain, renew and replace such toilet facility as may be necessary from time to time.

Special by-law no. 3 – Notice board

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

Notices are to be affixed to the notice board by the Owners Corporation Secretary or their nominee.

Special by-law no. 4 – Electronic delivery of notices

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

Special by-law no. 5 – Previously installed air conditioning units

1.1 This by-law relates to lots in the strata scheme with air conditioning units which at the date of this by-law have been installed.

1.2 "Owner" means an owner of a lot which has had an air conditioning unit installed prior to the date when this by-law was made.

1.3 The air conditioning unit referred to in this by-law means the air conditioning unit and associated pipes, electrical cabling and ducting utilized in the installation of the said air conditioning unit.

1.4 An owner of a lot shall:

(a) Have a special privilege in respect of the common property to install and keep an air conditioning unit in and on the common property, and a special privilege in respect of common property to attach pipes, electrical cabling and ducting to and through common property (excluding that part of the common property being the roof cavity) for the transmission of cooled or heated air from the air conditioning unit to the lot and shall have the exclusive use of those parts of the common property occupied by the air conditioning unit.

(b) Properly maintain and keep the common property to which the air conditioning unit, pipes, electrical/cabling and ducting is attached in a state of good serviceable repair.

(c) Properly maintain and keep the air conditioning unit, pipes, electrical cabling and ducting which are attached in a state of good and serviceable repair.

(d) Be responsible for any damage occasioned to common property by the attachment to or through it by the air conditioning unit, pipes, electrical, cabling and ducting; and

(e) Not be permitted to replace the air conditioning unit without the written approval of the Owners Corporation.

1.5 With respect of any air conditioning unit installed prior to making of this by-law, an owner shall inform the Owners Corporation in writing that such installation has been effected and such advice shall include details of the size, capacity and model of the unit, and location of common property. The Owners Corporation may reasonably require the owner to ameliorate any adverse impact on the peaceful enjoyment of any other owner or occupier of another lot or the appearance of the building.

1.6 Owners hereby indemnify and keep indemnified the Owners Corporation in respect of that part of the common property benefiting the owners against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation and arising directly or indirectly out of the use of the common property by the owner pursuant to this by-law.

Special by-law no. 6 – Works lot 4

1. In this motion:

2.

(a) **Lot** means Lot 4 in strata scheme 55982.

(b) **Owner** means the owner of the Lot.

(c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 55982.

(d) **Water Sub Meter** means the device which measures and provides a reading on the volume of water usage of the Lot.

(e) **Works** means the installation of a Water Sub Meter in accordance with the requirements of any relevant authority including Sydney Water.

The Owner is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property pursuant to this authority.

Special by-law no. 7 – Water sub meter

PART 1

DEFINITIONS & INTERPRETATION

1.1 in this by-law:

(a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.

(b) **Executive Committee** means one or more members of the executive committee of the scheme as elected by the Owners Corporation from time to time.

(c) **Lot** means lot 4 in strata scheme 55982.

(d) **Owner** means the owner of the Lot.

(e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 55982.

(f) **Water Sub Meter** means the device which measures and provides a reading on the volume of water usage of the Lot.

(g) **Works** means the Installation of a Water Sub Meter in accordance with the requirements of any Authority.

(h) **Special Privilege Area** means the common property areas where the Water Sub Meter is installed including the areas reasonably required to keep the Water Sub Meter.

1.2 In this by-law a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and

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

PART 2 GRANT OF RIGHT

2.1 The Owner has the special privilege to keep and use the Water Sub Meter that services the Lot in the Special Privilege Area.

PART 3 CONDITIONS

PART 3.1 Before Commencement

3.1 Before commencement of the Works the Owner must:

- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (b) effect, and maintain Insurance and provide a copy to the Owners Corporation; and
- (c) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law.

PART 3.2 During construction

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details if requested by the Owners Corporation;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible; and
- (d) perform the Works during times reasonably approved by the Owners Corporation.

PART 3.3 After construction

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

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified; and
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.

PART 3.4 Water Sub Meter

3.4 (a) The Executive Committee must carry out a reading of the Water Sub Meter on a calendar quarterly basis and calculate the following:

1. the water usage of the Lot
2. the charges which would have been imposed by Sydney Water in relation to such water usage, were it separately metered.
3. the executive committee's estimate of the contribution made by the owner of the Lot, for the relevant quarter, to aggregate water usage charges incurred by the owners Corporation by means of the contributions, being the executive committees estimate of the portion of total levies determined for the relevant quarter relating to water usage, multiplied by the relevant owner's unit entitlement.
4. the amount by which the amount determined pursuant to paragraph 3 exceeds the amount determined pursuant to paragraph 2 ("the Compensation Sum").

(b) The Owners Corporation must pay the Compensation Sum to the owner within 30 days of the conclusion of the relevant quarter.

PART 3.5
Enduring rights and obligations

3.5 The Owner:

- (a) is responsible for the ongoing maintenance of the common property area where the Works are located;
- (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Special Privilege Area and the Works;
- (c) must not restrict access to the Water Sub Meter to the Executive Committee or any Authority;
- (d) remains liable for any damage to lot or common property arising out of the Works;
- (e) must make good any damage to lot or common property arising out of the Works; and
- (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

CONSENT TO SECTION 65A AND SPECIAL PRIVILEGE BY-LAW
Section 65A(4)(a) and 62(1) of the Strata Schemes Management Act 1986

To:

The Secretary
The Owners - Strata Plan No. 55982
G/- GK Strata Management Pty Ltd
Level 4, 55 Mountain Street
Broadway NSW 2007

AND

The Registrar-General
Queens Square
SYDNEY

We, Kok-Cheng Lim and Mei-Mee Lim being the owner(s) of Lot No. 4 in Strata Plan No. 55982, HEREBY CONSENT to the making of the section 65A and special privilege by-law passed by special resolution on 1st May 2013 in relation to the supervisor me;
Subject to the approval of development
indication for setting up a plan 24 by me.

[Redacted Signature]

Signature of Owner

[Redacted Signature]

Signature of Owner

18/4/13
Date

18/4/13
Date



Special by-law no. 8 – Air conditioners

1. Introduction

1.1 This by-law authorizes Works to be conducted on Common Property by an Owner.

1.2 This by-law further grants to each Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

2. Definitions & Interpretation

2.1 In this by-law:

"Building" means the building to which the Works are attached.

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

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

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

"Lot" means all lots within the Strata Scheme.

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

"Owner" means all owners of a Lot for the time being. Where relevant "Owner" means the owner of the Lot which a particular air conditioner services.

"owners Corporation" means the owners corporation for the Strata Scheme.

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

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

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

"Strata legislation" means the Development Act and the Management Act.

"Works" means the installation, maintenance, repair and replacement of a split-system air-conditioner to service a Lot, with the external motor located on a pad on the Lot's balcony floor and the unit on the wall separating the inside of the Lot from its balcony, and including such pipes wires and conduits as are necessary (including through a wall) to connect the air conditioner to service the inside of the lot.

2.2 In this by-law:

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

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

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

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

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

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

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

2.2.8 If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme (specifically including by-laws 5 and 14), then the provisions of this by-law will prevail to the extent of that inconsistency.

3.0 Authorisation and Right of Exclusive Use

3.1 Authorisation

3.1.1 Each Owner may and is given a special privilege to conduct the Works.

3.2 The Grant of Exclusive Use

3.2.1 Each Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common Property on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to each Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

3.4.1 Each Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

4.0 Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works each Owner must:

4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works; and

4.1.1.2 if requested, and for any contractor carrying out the Works on that Owner's behalf, obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractor's all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy.

4.1.2 If an Owner does not comply with the conditions set out in clause 4.1.1 that Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

4.1.3 The Works must not be conducted until this by-law is registered.

4.2 During the Conduct of the Works

4.2.1 During the Works each Owner must:

4.2.1.1 Standard of Workmanship

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

4.2.1.2 Quality of the Works

make certain the Works are in accordance with any specification,

4.2.1.3 Debris

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

4.2.1.4 Storage of Building Materials on Common Property

Make sure that no building materials are stored on Common Property,

4.2.1.5 Times for Renovations

ensure that the Works are only carried out between the hours of 7.00am-4.30pm on Monday- Friday and are not performed on weekends or public holidays,

4.2.1.6 Interruption to Services

give the occupiers of other lots at least 48 hours' prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

4.2.1.7 Costs of Works

pay all costs associated with the Works,

4.2.1.8 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.2.1.9 Right of Access

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, each Owner must:

4.3.1.1 promptly notify the Owners Corporation that the Works are complete,

4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and

4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

4.4 Enduring Obligations

Each Owner must:

4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,

4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and

4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.4.4 ensure that:

(a) the Works do not create any excessive noise or otherwise interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using their lot or the Common Property;

(b) any holes or penetrations made to enable any part of the air-conditioners to enter the Lot are at all times adequately sealed and waterproofed; and

(c) the air-conditioning units have appropriate fittings to make certain that any condensation does not drip onto any other part of the Building.

4.5 Indemnity

Each Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

4.6 Access

The Owners Corporation must give an Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling that Owner to comply with any condition imposed by this by-law.

5.0 Breach of this By-Law

5.1 If an Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

5.1.1 rectify any such breach,

5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and

5.1.3 recover as a debt due from that Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

Special by-law no. 9 – Parking on common property

1. Introduction

(a) This by-law sets out rules concerning the parking of vehicles on the common property and the supplying of information about vehicles parked within the strata scheme.

(b) All Owners and Occupiers must comply with this by-law.

(c) If you do not comply with this by-law the Owners Corporation may take action against you including issuing notices and recovering the costs of doing so as a liquidated damage.

2. Definitions & Interpretation

2.1 In this by-law:

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

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

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

"**Fee**" means the amount fixed by the Executive Committee from time to time being a genuine pre-estimate of:

(a) the cost to the Owners Corporation of Issuing the Notification or the Information Notice; and/or

(b) damages for the loss of use of the relevant Visitor Car Parking Space or Common Property.

"**Information Notice**" means a notice to an Owner or Occupier requiring that the Vehicle Information be provided within a further 14 days.

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

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

"**Notification**" means:

(a) an adhesive or other sticker or written notification to be placed on a Vehicle; or

(b) a letter addressed to the Owner or Occupier of a Lot,

in a form approved from time to time by the Executive Committee requesting removal of an Offending Vehicle and notifying a breach of this by-law.

"**Occupier**" means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.

"**Offending Vehicle**" means a Vehicle parked contrary to this by-law.

"**Owner**" means the Owner of a Lot.

"**Owners Corporation**" means the Owners Corporation for the Strata Scheme.

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

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

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

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

"Vehicle Information" means the number plate (if applicable), make and model of each Vehicle used by any Owners and Occupiers at the relevant Lot.

"Vehicle" means any form of motorised or non-motorised conveyance including cars, trucks, boats or bikes and any trailer or other device designed to be transported by, or used in conjunction with, any type of motorised or non-motorised conveyance.

"Visitor Car Parking Space" means any car parking space within the Strata Scheme which is not part of a lot or which is not the subject of a right of exclusive use.

2.2 In this by-law:

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

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

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

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

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

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

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

2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme (including by-law 2), then the provisions of this by-law will prevail to the extent of that inconsistency, and

2.2.9 the terms are independent of each another. If a term or sub-clause in this by-law is deemed void or unenforceable, then it will be severed from the rest of this by-law, so that the by-law as a whole will not be deemed unenforceable.

3. No Parking on Common Property by Owners and Occupiers

No Owner or Occupier is permitted to park a Vehicle in a Visitor Car Parking Space or on Common Property.

4. No Parking on Common Property by Occupiers to be Permitted by Owners

An Owner must:

(a) not allow any Occupiers of the lot, including the Owner's lessees or tenants, to park, stand or place any Vehicle on the common property, and

(b) take all reasonable steps to ensure that any Occupiers of the Owner's Lot, including the Owner's lessees or tenants, do not park, place or stand any Vehicle on the common property.

5. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces

An Owner or Occupier of a lot must:

(a) not allow any visitors or invitees of the Owner or Occupier, including any tradespeople, to park, stand or place any Vehicle on the common property, and

(b) take all reasonable steps to ensure that any visitors or invitees of the Owner or Occupier, including any tradespeople, do not park, stand or place any Vehicle on the common property,

except in a Visitor Car Parking Space.

6. No Parking on Common Property by Outsiders

An Owner or Occupier of a lot must not allow any person who is not visiting the parcel to park, stand or place a Vehicle on the Common Property, including in a Visitor Car Parking Space.

7. Consequences of a Breach

(a) In the event that an Owner or Occupier of a lot breaches any of clauses 3-6 this by-law, the Owners Corporation may:

(i) place a Notification on the offending Vehicle or send a Notification to the relevant Owner or Occupier, which Notification may be in the form annexed to this by-law, and which Notification may be prepared and sent on the Owners Corporation's behalf by its solicitor, Strata Managing Agent or employee;

(ii) issue more than one Notification throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and

(iii) recover the following amounts as a debt to the Owners Corporation:

(iv) deactivate the air key or access fob to carpark for any offending vehicle owner and will charge a \$200 reactivation fee amount subject to change by resolution of the executive committee from time to time.

(A) the Fee for each occasion a Notification is placed on an Offending Vehicle or sent to an Owner or Occupier, or the Fee for each time an Information Notice is sent to an Owner or Occupier, and

(B) the expenses incurred by the Owners Corporation pursuant to clause 12.

(b) For the avoidance of doubt, if the Owners Corporation issues more than one Notification throughout the duration of a breach of this by-law, it may recover as a debt from the Owner or Occupier in breach of this by-law the administrative cost multiplied by the number of Notifications it issues.

(c) The following persons, being Owners or Occupiers In the Strata Scheme, are liable to pay to the Owners Corporation as a debt the amounts referred to in clause 8(a)(iii) and, if more than one person, they will be jointly and severally liable:

- (i) the person who parked the Offending Vehicle;
- (ii) any person who owns or has a legal interest in the Offending Vehicle;
- (iii) the person entitled to control the use of the Offending Vehicle; and
- (iv) the Owner of any Lot tenanted or occupied by a person referred to in sub-clause 8(c)(i)-(iii).

8. Invoicing

(a) The Owners Corporation may issue an invoice to any person referred to in clause 8(c) for any amount due under this by-law. Where the person to whom the invoice is sent is an Owner or Occupier who has notified the Owners Corporation of an address for service in accordance with the provisions of the Management Act, that invoice may be sent to that address.

(b) Notwithstanding subparagraph 9(a), any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.

9. Interest

(a) Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Management Act with respect to outstanding contributions.

10. Recovery

(a) The Owners Corporation may recover as a debt any amount which becomes due and payable pursuant to this by-law as well as interest and the expenses of the Owners Corporation incurred in recovering those amounts.

11. Recovery of Expenses

(a) The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this by-law from any person liable for that debt on an indemnity basis including but not limited to:

- (i) all amounts payable by the Owners Corporation to the Strata Managing Agent;
- (ii) the cost of issuing an invoice for the debt; and
- (iii) all legal costs incurred in connection with the recovery of the debt.

(b) The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.

(c) Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.

(d) Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.

(e) The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

NOTIFICATION OF BREACH

Your vehicle is parked in breach of Special By-law No.1 which provides that no Owner or Occupier is permitted to park a vehicle in a visitor parking space or on common property.

Date:

YOU MUST REMOVE THIS VEHICLE IMMEDIATELY

THE ISSUE OF THIS NOTICE ENTITLES THE OWNERS CORPORATION TO RECOVER FROM YOU \$ ____ .00. PLEASE PAY THAT AMOUNT TO THE OWNERS CORPORATION IMMEDIATELY

Special By-law No. 9 entitles the Owners Corporation to recover that amount and liquidated damages for loss of use of the relevant common property from Owners or Occupiers who park, own, have an interest in or control the use of a vehicle parked in breach of the by-law or the Owner of a lot tenanted or occupied by such a person.

The Owners Corporation can recover that amount in Court as well its costs and interest.

An invoice will be forwarded for the amount now due in relation to this notice. The issue of further notices will result in the issue of further invoices. Non-payment will result in recovery proceedings being commenced.

Special by-law no. 10 – Special privilege (minor renovations)

1.0 Introduction

1.1 This by-law sets out the rules an Owner must follow if the Owner intends to install Special Fixtures.

1.2 The installation of any Special Fixture which has not been approved in accordance with this by-law is prohibited.

1.3 The installation of any Special Fixture other than in accordance with the conditions contained in this by-law or any conditions attached to the approval given pursuant to this by-law is prohibited.

1.4 The keeping of any Special Fixture on the Common Property is subject to the conditions set out in this by-law.

1.5 If the Owner does not comply with this by-law the Owners Corporation may take action against the Owner. This may result in the Owner's Special Fixture being removed or the Owner being fined.

1.6 By following the rules contained In this by-law the Owner will ensure that any proposal for installation of a Special Fixture is considered by the Owners Corporation as quickly as possible and the Owner will maximise the chances of the installation of the Special Fixture proceeding smoothly.

2.0 Definitions & Interpretation

2.1 In this by-law:

"**Building**" means the building in respect of which a Special Fixture is attached.

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

"**Council**" means the local council within whose boundaries the Strata Scheme is located and, where relevant, includes a private certifying authority if the private certifying authority is able to consent to the Works.

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

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

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

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

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

"**Owner**" means an owner of any one of the lots and that owner's successors in title.

"**Owners**" means the owners of the lots and their successors in title.

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

"**Special Fixture**" means any of the following, including all pipes, wires, conduits and cables, fixtures, plant and equipment forming part of the Special Fixture or required for its proper functioning:

o renovations to the Lot's kitchen, where there is a replacement of or alteration to anything which has been or will be attached to, or will form or has formed part of the Common Property, including but not limited to wall and floor tiles, splashbacks connected to an external wall, appliances, attaching cupboards to external walls, pipes, cables, wires and conduits;

o renovations to the Lot's bathroom or laundry, where there is a replacement of or alteration to anything which has been or will be attached to, or will form or has formed part of the Common Property, including but not limited to wall and floor tiles, waterproofing, hot water services, pipes, cables, wires and conduits; and

o exhaust or extractor fans in ceilings, walls and windows, including penetrations through common property to connect the exhaust fan to the exterior of the building, to extract air from the Lot's kitchen or bathroom.

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

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

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

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

"**Works**" means the installation of a Special Fixture, or the carrying out of any work described in the definition in this by-law of *Special Fixture*.

2.3 In this by-law:

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

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

2.3.3 words importing the singular number include the plural and vice versa,

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

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

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

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

2.3.8 If any provision of this by-law is void, unenforceable or illegal, then the rest of this by-law will be read as if that provision was not part of this by-law, and

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

2.4 The Owners Corporation may waive the requirement for the Owner to comply with any condition of this by-law.

2.5 Where the words "where required" are used in any clause of this by-law, this means that the Owners Corporation may request compliance with the condition set out in that clause in appropriate circumstances.

2.6 Where the words "where necessary" are used in any clause of this by-law, this means that the Owner must comply with the condition set out in that clause where the subject matter of that clause is required by any law in relation to the Special Fixture.

3.0 Authorisation and Right of Exclusive Use

3.1 Special Fixtures Specifically Authorised

Each Owner may and has a special privilege to carry out the Works. The Owners Corporation specifically authorises the installation or maintenance on the Common Property of a Special Fixture by or on behalf of an Owner, subject to the provisions of this by-law.

3.2 The Grant of Exclusive Use

3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Special Fixture as comprises part of the Common Property on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Information to be provided to Owners Corporation

3.4.1 Whilst the Owner is by virtue of this by-law authorised to install a Special Fixture, any Owner who wishes to install a Special Fixture must provide specific information to the Owners Corporation to consider and comment on the fine details of the approved installation (approved by the Owners Corporation by virtue of this by-law and the special resolution approving it). An application to Council will also be required if the installation of the Special Fixture requires Council approval.

3.4.2 The following information must be provided to the Owners Corporation:

- (a) The Owner's name, address and telephone number,
- (b) The Owner's Lot and Lot number,
- (c) A detailed description of the Special Fixture and all parts of it,
- (d) Detailed drawings, plans and specifications for the Special Fixture including elevations and locations of installation (where required),
- (e) Details of the method of installation of the Special Fixture,
- (f) The make, model, size and proposed location of any equipment comprising or forming part of the Special Fixture,
- (g) If not already provided by the owner of the relevant Lot, a completed and signed consent form, consenting to this by-law,
- (h) Details of the contractor who will carry out the installation of the Special Fixture including the full business name and telephone number of the contractor,
- (i) A copy of a certificate demonstrating that the contractor who will carry out the installation of the Special Fixture holds a current:
 - (i) licence (where necessary),
 - (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00 and note the interests of the Owners Corporation,
 - (iii) workers compensation insurance policy,
 - (iv) home warranty insurance policy under the Home Building Act 1989 covering the Special Fixture (where necessary), and
 - (v) a safe work method statement compliant with the Work Health and Safety requirements at that time.
- (j) Any other information which the Owners Corporation may reasonably require.

3.4.3 The Owners Corporation may, acting reasonably:

- (a) require changes to the proposed Works, including changing the location of installation, the type of material and the make, model, colour of method of installation of Special Fixture;
- (b) refuse to allow a proposed contractor to carry out Works; and
- (c) place other conditions on the carrying out of the Works.

3.4.4 The Owner must comply with any conditions, changes or comments (including under clause 3.4.3) which the Owners Corporation reasonably issues or requires.

3.4.5 The Owners Corporation must within a reasonable time of request sign any landowner's or other consent required by that Owner to lodge a development or other application with Council for approval of Works.

3.4.6 The Owner must comply with the conditions set out in the following clauses of this by-law (unless the requirement for compliance is waived by the Owners Corporation).

4.0 Conditions for Installation of Special Fixtures

4.1 Before installation

4.1.1 Before commencing the installation of a Special Fixture, the Owner must:

- (a) give the Owners Corporation at least 14 days' notice of the commencement of the installation,
- (b) if Council consent is required, provide evidence to the Owners Corporation that the required consent from Council has been obtained,
- (c) if required under Part 6 of the *Home Building Act 1989* in respect of the Works:
 - (i) enter into a contract in conformity with and meeting the requirements of the *Home Building Act 1989* with a contractor licensed to perform residential building work, and
 - (ii) obtain and provide to the Owners Corporation a certificate of insurance evidencing any contract of Home Warranty Insurance required under Part 6 of the *Home Building Act 1989* for the Works,
- (d) in respect of any tradesperson or contractor carrying out any part of the Works on the Owner's behalf, obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractor's all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy,
- (e) if the Owners Corporation reasonably considers that the structure of the Building (or any part of it) could be affected by the Works, provide to the Owners Corporation a certificate from a qualified engineer addressed to the Owners Corporation certifying that the Works will not affect the structural integrity of the Building, and
- (f) where required by the Owners Corporation, pay a bond to the Owners Corporation by bank cheque in an amount reasonably determined by the Owners Corporation and notified to the Owner (which amount may not exceed \$10,000.00, increased annually from 30 June 2015) to be held by the Owners Corporation in accordance with the conditions of this by-law. The bond shall be paid to the Strata Managing Agent or, if there is no Strata Managing Agent, to the secretary of the Owners Corporation.

4.1.2 If the Owner has not complied with any of the conditions set out in clause 4.1.1 the Owner must not install the Special Fixture and if the Owner has already begun installation of the Special Fixture the Owner must immediately stop.

4.2 During Installation

During the installation of a Special Fixture the Owner must:

(a) Standard of Workmanship

ensure the installation of the Special Fixture is carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Appearance of Installation of Special Fixtures

ensure the installation of the Special Fixture is carried out and completed in a manner which is in keeping with the rest of the Building, specifically that any grill (for an extractor fan) installed on an external wall is consistent in appearance with other grilles installed on the Building,

(c) Quality of Installation of Special Fixtures

make certain the installation of the Special Fixture is in accordance with any specifications for the Special Fixture,

(d) Variation to Installation of Special Fixtures

not vary the installation of the Special Fixture without obtaining the prior written approval of the Owners Corporation,

(e) Noise During Installation of Special Fixtures

ensure the installation of the Special Fixture and the Owner's tradespersons do not create any excessive noise in the Owner's Lot or on the Common Property that is likely to interfere with the peaceful enjoyment of the Occupier of another Lot or of any person lawfully using the Common Property,

(f) Debris

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

(g) Storage of Building Materials on Common Property

make sure that no building materials are stored on Common Property,

(h) Protection of the Common Property

(i) if appropriate, protect all areas of the Common Property outside the Owner's Lot which are affected by the installation from damage, the entry of water or rain and from dirt, dust and debris relating to the installation of the Special Fixture and ensure that all Common Property, especially the walls, floors and carpets, is protected by covers and mats when transporting furniture, construction materials, equipment and debris through the Common Property,

(ii) keep all areas of the Common Property affected by the installation of the Special Fixture structurally sound during the renovations,

(iii) make sure that any holes or penetrations made during the installation of the Special Fixture are adequately sealed and waterproofed,

(iv) not overload any lifts at the Building,

(v) if any fire equipment needs to be deactivated or isolated during installation of the Works, re-commission that fire equipment and provide certification that the Building is again fire compliant,

(i) Daily Cleaning

clean any part of the Common Property affected by the installation of the Special Fixture on a daily basis and keep the Common Property clean, neat and tidy during the installation,

(j) Times for Renovations

ensure that the installation is only carried out between the hours of 8.00am - 4.30pm on Monday - Friday and is not performed on weekends or public holidays,

(k) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that 24 hours notice is given to the Occupiers of the other Lots on the same level of the Building or immediately above or below the Owner's lot or in close proximity to the Owner's Lot, before the use of any such tools and equipment,

(l) Interruption to Services

give the Occupiers of the other Lots at least 48 hours prior notice of any planned interruption to the services such as water, electricity, gas, television or cable television,

(m) Vehicles

ensure that no tradesperson's vehicles obstruct the Common Property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(n) Costs of Special Fixtures

pay all costs associated with the installation of the Special Fixture, and

(o) Right of Access

give the Owners Corporation's nominated representative or representatives access to inspect the installation work or the Special Fixture within 48 hours of any request from the Owners Corporation.

4.3 After Installation

After installation of the Special Fixture is complete, the Owner must:

(a) promptly notify the Owners Corporation that the installation is complete,

(b) restore all Common Property damaged or affected by the installation of the Special Fixture as nearly as possible to the state which it was in immediately prior to commencement of the installation of the Special Fixture, and

(c) provide the Owners Corporation's nominated representative or representatives access to inspect the Special Fixture and the areas of all installation work within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Special Fixture and the areas of all installation work will expire once It is reasonably satisfied that the conditions of this by-law have been complied with).

4.4 Enduring Obligations

The Owner must:

- (a) properly maintain the Special Fixture and keep it in a state of good and serviceable repair and when necessary renew or replace any part of the Special Fixture,
- (b) ensure that any equipment forming part of the Special Fixture (for example, an air-conditioner) does not create any noise that is likely to interfere with the peaceful enjoyment of the Occupier of another Lot or of any person lawfully using the Common Property,
- (c) ensure that any equipment forming part of the Special Fixture has appropriate fittings to make certain that any condensation from the equipment does not drip onto any other part of the Building (for example, a drip tray for an air-conditioner),
- (d) make good any damage to another Lot, the Common Property or personal property caused by the Special Fixture or its installation no matter when such damage may become evident,
- (e) notify the Owners Corporation that any damage to another Lot or the Common Property caused by the Special Fixture or its installation has been repaired,
- (f) to the extent possible, insure the Special Fixture, and
- (g) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Special Fixture (for example, the conditions of any Local Council approval for the Special Fixture).

4.5 Indemnity

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Special Fixture or the altered state or use of any Common Property arising therefrom. This indemnity includes any works required to maintain or satisfy any fire orders relating to the Building.

4.6 Access

The Owners Corporation must give the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the installation of the Special Fixture and enabling the Owner to comply with any condition imposed on the Owner under this by-law.

4.7 Bond

The Owners Corporation shall be entitled to apply any bond paid by the Owner under the conditions of this by-law, or any part of it, towards the costs of the Owners Corporation incurred:

- (a) repairing or replacing any damage caused to the Common Property or any other lot as a result of the installation of the Special Fixture or its presence within the Strata Scheme, or
- (b) cleaning any part of the Common Property as a result of the installation of the Special Fixture,

and the Owners Corporation will refund the bond, or the remaining balance of it, within 14 days of the Owner notifying the Owners Corporation that the installation of the Special Fixture is complete and the Owners Corporation is satisfied (acting reasonably) that the Owner has complied with the conditions of this by-law.

5.0 Breach of this By-Law

5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation or any other lot Owner may:

(a) rectify any such breach,

(b) enter on any part of the Owner's lot or the Common Property, by its agents, employees or contractors, in accordance with the Management Act for the purpose of rectifying any such breach,

(c) recover as a debt due from the Owner the costs of the rectification together with the expenses of the owners Corporation or other Lot Owner incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

Special by-law no. 11 – Fire system

1. Introduction

1.1 The fire system, is common property. It is the owners corporation's to maintain it and keep it in good repair, in accordance with section 62 of the Act.

1.2 If it is found that any part of the fire system is lot property, this by-law still applies to it and the owners corporation wishes to take on the responsibility to maintain, repair, renew and replace any part of the fire system which is found to be lot property, in order to:

(a) ensure that all parts of the fire system are properly maintained and kept in a state of good and serviceable repair; and

(b) assist the owners corporation exercise its function to administer the buildings for the benefit of all owners.

1.3 The object of this by-law is to give the owners corporation the access and power to maintain, repair, renew and replace the fire system to achieve the purposes stated in clause 1.3 above.

2. Definitions

In this by-law:

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

"fire system" means the overall system to monitor fires, fight them and reduce their spread, including all smoke detectors in the common property and within lots;

"buildings" means the residential apartment building situated in the strata scheme based on the strata plan and located at 172 Riley Street, Surry Hills;

"functions" includes powers, authorities or duties;

"maintenance obligations" means the duties imposed on the owners corporation under section 62 of the Act and under clause 3.1 of this by-law;

"strata plan" means Strata Plan No. 55982.

3. Maintenance and Repair of Fire system

3.1 The owners corporation must properly maintain and keep in a state of good and serviceable repair the fire system and, where necessary, renew or replace the fire system and all parts of it.

3.2 In addition to the functions conferred or imposed on it by or under the Act or the by-laws, the owners corporation shall have the functions to:

- (a) levy contributions on owners in accordance with the Act to raise funds necessary to perform the maintenance obligations;
- (b) engage contractors to perform the maintenance obligations;
- (c) pay money from its administrative fund or sinking fund in accordance with the Act to perform the maintenance obligations; and
- (d) do anything else reasonably necessary or desirable to perform the maintenance obligations.

3.3 The owners corporation may, by its agents, employees, or contractors, enter on any lot upon reasonable notice for the purpose of determining whether any work is required to be carried out by the owners corporation to perform the maintenance obligations or for the purpose of carrying out the maintenance obligations. Each owner or occupier of a lot must permit the owners corporation (by its agents, employees, or contractors) to access the lot in which they are residing within 2 business days of any request, for the purposes set out under this clause 3.3.

4. Owners' Responsibilities

4.1 The owner or occupier of a lot must promptly notify the owners corporation in writing of any damage to or disrepair or defect in the fire system for the lot.

4.2 The owner or occupier of a lot must indemnify and keep indemnified the owners corporation against all actions, claims, costs, expenses and damages which may be incurred by or made against the owners corporation arising out of:

- (a) any damage to the fire system caused or contributed to by the owner or occupier; or any breach of this by-law by the owner or occupier .

Special by-law no. 12 – Moving in

You must make arrangements with the owners corporation at least 48 hours before you move into or out of area or move large articles (eg furniture) into or out of area or through common property.

What are your obligations:

When you take deliveries or move furniture or goods through area, you must:

- a) Only do so within the permitted hours as determined by the owners corporation from time to time,
- b) Protect all common property from damage and remove all rubbish from area and its surrounds resulting from the deliveries or movement of goods;
- c) Comply with the reasonable requirements of the owners corporation, including any requirements to use only the lift nominated by the owners corporation from time to time;
- d) To fit an apron cover to the common property lift;

- e) Repair any damage you (or the person making the delivery) cause to common property;
- f) If you (or the person making the delivery) spill anything onto common property, immediately remove the Item and clean that part of the common property.

Right to remedy changes:

If, when moving into or out of area or when you take deliveries or move furniture or goods through area, you damage any part of the common property and fail to repair the damage within a reasonable time, the owners corporation may:

- a) Carry out all work necessary to repair or reinstate the common property;
- b) Enter upon any part of area to carry out that work; and
- c) Recover the costs of carrying out that work from you.

Rules:

The owners corporation may make rules to control the delivery of furniture and goods in area and, in particular, the use of the common property lift for this purpose by owners and occupiers.

Special by-law no. 13 – Unit 601 renovations

The Owners Corporation by SPECIAL RESOLUTION, pursuant to section 108 of the *Strata Schemes Management Act 2015*:

- authorises the owner of Lot 601 on Strata Plan 55982 to the scheme to add to and alter the common property by removing old tiles and laminate from the internal walls of the kitchen and bathroom and replacing those tiles with new tiles, including by applying new waterproofing; and
- specifies that the owner of Lot 601 on Strata Plan 55982 will be responsible for the ongoing maintenance of the common property on which the waterproofing and new tiles are added.

Explanatory Note: The Owner of Lot 601 of 172 Riley Street, seeks approval of the Owners Corporation to undertake Works, which are wholly non-structural, which involve renovations to the kitchen and bathroom. Although this work is non-structural, it does involve removal of old laminate and tiles from the surfaces of walls in Lot 601 which may be common-property. For the avoidance of any doubt, the Owner of Lot 601 seeks approval of the Owners Corporation to remove those tiles and laminate and to replace those tiles and laminate with new tiles. The Owner of Lot 601 accepts responsibility for the ongoing maintenance of the common property on which the waterproofing and new tiles are added.

CONSENT TO SPECIAL PRIVILEGE BY-LAW

**TO: The Secretary
The Owners – Strata Plan No. 55982**

**AND: The Registrar General
Land & Property Information
Queens Square
SYDNEY NSW 2000**

Dear Sir / Madam

Re: Consent to By-Law

Sebastian Gee
I/We, ~~.....~~ being the Owners of Lot No 37 in Strata Plan No. 55982 pursuant to Section 143 (1) of the *Strata Schemes Management Act 2015*, HEREBY CONSENT to the making of the proposed by-law conferring exclusive use and enjoyment and / or special privileges, as set out in Motion 17 of the Notice of a General Meeting to be convened on 28 February 2019, or at any adjournment of that meeting.

Signed 

Signatures of Owners shown on the Strata Roll

20/03/2019

Date: ~~.....~~

Special by-law no. 14 – Lot 31 renovations

Common Property Rights By-Law for Works by Owner of Lot 31

Part A

Definitions and Interpretation

1.1 In this by-law:

(a) **"Act"** means the *Strata Schemes Management Act 2015* (NSW).

(b) **"Council"** means the local council within whose boundaries the Owners Corporation is located and, where relevant, includes an accredited certifier under the *Environmental Planning and Assessment Act 1979* (NSW).

(c) **"Exclusive Use Area"** means the common property areas reasonably required to retain the Works once complete.

(d) **"Insurance"** means:

(i) contractors' all risks insurance cover with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);

(ii) insurance under the *Home Building Act 1989* (NSW), if required by law; and

(iii) workers' compensation insurance, if required by law.

(e) **"Lot"** means lot 31 in Strata Plan No. 55982.

(f) **"Owner"** means the owner of the Lot for the time being and that owner's successors in title.

(g) **"Owners Corporation"** means the owners corporation created by the registration of strata plan no. 55982.

(h) **"Works"** means the following works to the Lot's bathroom:

- Remove existing toilet, vanity, sink and mirrored wall mounted cabinet;
- Remove existing floor and wall tiles;
- Replace waterproofing;
- Move one power point (within the lot and servicing no other lots);
- Install new tiles;
- install new toilet, vanity, sink and mirrored wall mounted cabinet;
- Install shower screen; and
- No structural changes or plumbing changes affecting common property.

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

1.2 In this by-law:

(a) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same;

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

Part B

Grant of Rights to Owner

2.1 Subject to compliance with the conditions referred to in Part C of this by-law, the Owner:

- (a) is authorised by the Owners Corporation pursuant to section 108 of the Act to add to, alter and erect new structures on the common property to carry out the Works;
- (b) is granted the special privilege to undertake and retain the Works; and
- (c) is granted exclusive use of the Exclusive Use Area.

Part C

By-Law Conditions

Prior to commencement of the Works

3.1 Prior to commencement of the Works, the Owner must:

- (a) if Council consent is required, provide evidence to the Owners Corporation that the required consent from Council has been obtained;
- (b) cause Insurance to be effected and maintained;
- (c) provide to the Owners Corporation the licence details of their tradespersons or contractors who will be carrying out the Works;
- (d) obtain the Owners Corporation's written approval; and
- (e) provide their written consent to the making of this by-law pursuant to sections 108(5) and 143 of the Act.

During the conduct of the Works

3.2 In carrying out the Works, the Owner must:

- (a) where any work undertaken includes waterproofing then the Owner must ensure that at their cost the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly licensed applicator and that they provide the Owners Corporation with certification of same in favour of the Owners Corporation within 14 days of completion of the waterproofing;
- (b) cause Insurance to be effected and maintained for the duration of the Works;
- (c) use duly licensed tradespersons or contractors to conduct the Works;
- (d) where applicable, comply with any condition or requirement of Council;
- (e) ensure that the Works are carried out in a proper and workmanlike manner;
- (f) use best quality and appropriate materials;
- (g) ensure that the Works comply with the current Building Code of Australia, all pertinent Australian Standards and the law;
- (h) ensure that the Works are installed in accordance with the manufacturer's instructions and specifications;
- (i) not allow the obstruction of reasonable use of the common property areas of the Strata Scheme in the course of the Works by building materials, tools, machines, debris or motor vehicles;
- (j) comply with any reasonable direction or requirement of the Owners Corporation concerning the transportation of all construction materials, equipment, debris and other material including the means of entering and leaving the building for tradesmen, building materials, tools and debris;
- (k) protect all affected areas of the building outside the Works from damage relating to the Works or the transportation of construction materials, equipment and debris in a manner reasonably acceptable by the Owners Corporation;
- (l) ensure that all areas of the building outside the Lot will be kept clean and tidy throughout the performance of the Works;
- (m) ensure that the Works are performed during times approved by the Owners Corporation and the Owner must not carry out the Works on Sunday or on days which fall on a public holiday;
- (n) make sure that jack hammers are only used between 9:00am and 3:00pm, Monday to Friday and are not used on weekends or public holidays;
- (o) ensure that the Works do not create any noise that causes discomfort, disturbance or interference with activities of any other resident of the building;
- (p) ensure that debris will be removed immediately from the building during the Works;
- (q) must comply with the requirements of the Owners Corporation to comply with any bylaws and any relevant statutory authority concerning the performance of the Works;

(r) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner, other than as approved in this by-law and if this happens, the Owner must promptly rectify that interference or damage and at its own cost;

(s) not vary the Works without first obtaining the consent in writing from the Owners Corporation;

(t) perform the Works within a period of 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;

(u) ensure that no tradesperson's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary;

(v) clean any part of the common property affected by the Works on a daily basis and keep all of those parts of the common property clean, neat and tidy during the Works;

(w) remove rubbish from the building arising as a result of the Works daily and dispose of the rubbish in a manner approved by the Owners Corporation and not, unless approved in writing by the Owners Corporation, in any of the rubbish bins for the building;

(x) make sure that no building materials or refuse of any kind are stored on the common property; and

(y) not allow waste or skip bins to be placed on or near the common property without the prior written consent of the Owners Corporation.

After the Conduct of the Works

3.3 After the Works have been completed, the Owner must:

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

(b) promptly notify the Owners Corporation that all damage, if any, to lots and common property caused by the Works and not permitted by this by-law have been rectified and, if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lots or common property have been completed in accordance with the terms of this by-law; and

(c) if requested by the Owners Corporation, provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

Lot Owner's Enduring Obligations

3.4 The Owner:

(a) is responsible for the cost of the Works;

(b) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;

(c) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works and must also renew or replace the Works where necessary;

(d) must at the Owner's own cost repair any damage to common property arising out of the Works and, if applicable, reinstate the common property;

(e) must at the Owner's own cost repair any damage to the property of the owner or occupier of another Lot arising out of the Works;

(f) to the extent permitted by law, indemnifies the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works; and

(g) is responsible for the cost of registering this by-law.

3.5 The Works will always remain the property of the Owner.

Part D

Owners Corporation's Consent

4.1 The Owners Corporation must provide its consent to the lodgement of and affix the Owners Corporation's common seal to any application for development approval in relation to the Works, to any section 4.55 modification application of development approval in relation to the Works, to any complying development certificate in relation to the Works and to any construction certificate in relation to the Works as contemplated by the *Environmental Planning and Assessment Act 1979* as soon as possible after being requested to do so by the Owner.

Part E

Breach of this by-law

5.1 If the Owner fails to comply or breaches any part of this by-law, then the Owners Corporation may request in writing that the Owner complies or rectifies the breach within 14 days or such other longer period as specified in the notice.

5.2 If the Owner fails to comply with the request in clause 5.1, without prejudice to any other rights:

(a) the Owners Corporation may, by its agents, employees and contractors, carry out all works necessary to perform that obligation;

(b) subject to the provisions of the Act, the Owners Corporation may, by its agents, employees and contractors, enter upon any part of the Lot to carry out that work; and

(c) the Owners Corporation may recover as a debt any amounts payable by an Owner pursuant to this bylaw, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate of 10% per annum, and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

**CONSENT TO BY-LAW PURSUANT TO SECTIONS 108(5) AND 143 OF THE
STRATA SCHEMES MANAGEMENT ACT 2015**

To: The Secretary
The Owners – Strata Plan No. 55982
BY E-MAIL

And: The Registrar-General
NSW Land Registry Services
SYDNEY NSW 2000

Dear Sir/Madam

In accordance with sections 108(5) and 143 of the *Strata Schemes Management Act 2015*, I/we, the undersigned owner/s consent to the owners corporation making the by-law attached hereto conferring rights of exclusive use and enjoyment and special privileges and its conditions to be passed by the owners corporation at its general meeting to be held on the date specified below or at any adjournment of that meeting:



Signature of Owner

.....
Signature of Owner

Names in Full: Patrick Joseph McDONAGH

Lot No. 31

Date signed: 28/02/2019

Date of Meeting: 28/02/2019

Special by-law no. 15 – Common property rights for works by owner of lot 58

Part A

Definitions and Interpretation

1. In this by-law

(a) **"Act"** means the *Strata Schemes Management Act 2015* (NSW).

(b) **"Council"** means the local council within whose boundaries the Owners Corporation is located and, where relevant, includes an accredited certifier under the *Environmental Planning and Assessment Act 1979* (NSW).

(c) **"Exclusive Use Area"** means the common property areas reasonably required to retain the Works once complete.

(d) **"Insurance"** means:

(i) contractors' all risks insurance cover with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);

(ii) insurance under the *Home Building Act 1989* (NSW), if required by law; and

(iii) workers' compensation insurance, if required by law.

(e) **"Lot"** means lot 58 in Strata Plan No. 55982.

(f) **"Owner"** means the owner of the Lot (58) for the time being and that owner's successors in title.

(g) **"Owners Corporation"** means the owners corporation created by the registration of strata plan no. 55982.

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

(i) **"Works"** means the following works to the Lot's bathroom: Lot 58

- Rip out and remove bathroom back to masonry walls and remove ceiling
- Plumb for mixer to shower and move water points (chase masonry walls)
- Wire for strip lighting ceiling lights/exhaust fan/power points
- Patch walls and waterproof
- Install 8mm ply to ceiling for storage
- Sheet ceiling and install new man hole
- Tile floor 6m² walls 22m²
- Dust off and install fittings as required
- Supply and install fully frameless shower screen
- Supply and install 2 10mm toughened glass shelves to shower recess
- Install toilet/tap ware/drainage
- Bathroom/Laundry to be fully operational on completion

1.2 In this by-law:

(a) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same;

(b) words importing the singular number include the plural and vice versa;

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

(d) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law;

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

(f) a reference to a body, whether statutory or not which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and

(g) if at any time any provision of this by-law is or becomes illegal, invalid, unenforceable or void in any respect, that provision will be ignored, read down or severed so far as is possible in order to uphold the legality, validity and enforceability of the remaining provisions of this by-law.

Part B

Grant of Rights to Owner

2.1 Subject to compliance with the conditions referred to in Part C of this by-law, the Owner:

(a) is authorised by the Owners Corporation pursuant to section 108 of the Act to add to, alter and erect new structures on the common property to carry out the Works;

(b) is granted the special privilege to undertake and retain the Works; and

(c) is granted exclusive use of the Exclusive Use Area.

Part C

By-Law Conditions

Prior to commencement of the Works

3.1 Prior to commencement of the Works, the Owner must:

(a) if Council consent is required, provide evidence to the Owners Corporation that the required consent from Council has been obtained;

(b) cause Insurance to be effected and maintained;

(c) provide to the Owners Corporation the licence details of their tradespersons or contractors who will be carrying out the Works;

(d) obtain the Owners Corporation's written approval; and

(e) provide their written consent to the making of this by-law pursuant to sections 108(5) and 143 of the Act.

During the conduct of the Works

3.2 In carrying out the Works, the Owner must:

(a) where any work undertaken includes waterproofing then the Owner must ensure that at their cost the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly licensed applicator and that they provide the Owners Corporation with certification of same in favour of the Owners Corporation within 14 days of completion of the waterproofing;

(b) cause Insurance to be effected and maintained for the duration of the Works;

- (c) use duly licensed tradespersons or contractors to conduct the Works;
- (d) where applicable, comply with any condition or requirement of Council;
- (e) ensure that the Works are carried out in a proper and workmanlike manner;
- (f) use best quality and appropriate materials;
- (g) ensure that the Works comply with the current Building Code of Australia, all pertinent Australian Standards and the law;
- (h) ensure that the Works are installed in accordance with the manufacturer's instructions and specifications;
- (i) not allow the obstruction of reasonable use of the common property areas of the Strata Scheme in the course of the Works by building materials, tools, machines, debris or motor vehicles;
- (j) comply with any reasonable direction or requirement of the Owners Corporation concerning the transportation of all construction materials, equipment, debris and other material including the means of entering and leaving the building for tradesmen, building materials, tools and debris;
- (k) protect all affected areas of the building outside the Works from damage relating to the Works or the transportation of construction materials, equipment and debris in a manner reasonably acceptable by the Owners Corporation;
- (l) ensure that all areas of the building outside the Lot will be kept clean and tidy throughout the performance of the Works;
- (m) ensure that the Works are performed during times approved by the Owners Corporation and the Owner must not carry out the Works on Sunday or on days which fall on a public holiday;
- (n) make sure that jack hammers are only used between 9:00am and 3:00pm, Monday to Friday and are not used on weekends or public holidays;
- (o) ensure that the Works do not create any noise that causes discomfort, disturbance or interference with activities of any other resident of the building;
- (p) ensure that debris will be removed immediately from the building during the Works;
- (q) must comply with the requirements of the Owners Corporation to comply with any bylaws and any relevant statutory authority concerning the performance of the Works;
- (r) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner, other than as approved in this by-law and if this happens, the Owner must promptly rectify that interference or damage and at its own cost;
- (s) not vary the Works without first obtaining the consent in writing from the Owners Corporation;
- (t) perform the Works within a period of 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- (u) ensure that no tradesperson's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary;

(v) clean any part of the common property affected by the Works on a daily basis and keep all of those parts of the common property clean, neat and tidy during the Works;

(w) remove rubbish from the building arising as a result of the Works daily and dispose of the rubbish in a manner approved by the Owners Corporation and not, unless approved in writing by the Owners Corporation, in any of the rubbish bins for the building;

(x) make sure that no building materials or refuse of any kind are stored on the common property; and

(y) not allow waste or skip bins to be placed on or near the common property without the prior written consent of the Owners Corporation.

After the Conduct of the Works

3.3 After the Works have been completed, the Owner must:

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

(b) promptly notify the Owners Corporation that all damage, if any, to lots and common property caused by the Works and not permitted by this by-law have been rectified and, if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lots or common property have been completed in accordance with the terms of this by-law; and

(c) if requested by the Owners Corporation, provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

Lot Owner's Enduring Obligations

3.4 The Owner:

(a) is responsible for the cost of the Works;

(b) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;

(c) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works and must also renew or replace the Works where necessary;

(d) must at the Owner's own cost repair any damage to common property arising out of the Works and, if applicable, reinstate the common property;

(e) must at the Owner's own cost repair any damage to the property of the owner or occupier of another Lot arising out of the Works;

(f) to the extent permitted by law, indemnifies the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works.

3.5 The Works will always remain the property of the Owner.

Part D

Owners Corporation's Consent

4.1 The Owners Corporation must provide its consent to the lodgement of and affix the Owners Corporation's common seal to any application for development approval in relation to the Works, to any section 4.55 modification application of development approval in relation to the Works, to any complying development certificate in relation to the Works and to any construction certificate in relation to the Works as contemplated by the *Environmental Planning and Assessment Act 1979* as soon as possible after being requested to do so by the Owner.

Part E

Breach of this by-law

5.1 If the Owner fails to comply or breaches any part of this by-law, then the Owners Corporation may request in writing that the Owner complies or rectifies the breach within 14 days or such other longer period as specified in the notice.

5.2 If the Owner fails to comply with the request in clause 5.1, without prejudice to any other rights:

(a) the Owners Corporation may, by its agents, employees and contractors, carry out all works necessary to perform that obligation;

(b) subject to the provisions of the Act, the Owners Corporation may, by its agents, employees and contractors, enter upon any part of the Lot to carry out that work; and

(c) the Owners Corporation may recover as a debt any amounts payable by an Owner pursuant to this bylaw, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate of 10% per annum, and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

**CONSENT TO BY-LAW PURSUANT TO SECTIONS 108(5) AND 143 OF THE
STRATA SCHEMES MANAGEMENT ACT 2015**

To: The Secretary
The Owners – Strata Plan No. 55982
BY E-MAIL

And: The Registrar-General
NSW Land Registry Services
SYDNEY NSW 2000

Dear Sir/Madam

In accordance with sections 108(5) and 143 of the *Strata Schemes Management Act 2015*, I/we the undersigned owner/s consent to the owners corporation making the by-law attached hereto conferring rights of exclusive use and enjoyment and special privileges and its conditions to be passed by the owners corporation at its general meeting to be held on the date specified below or at any adjournment of that meeting.

[Redacted Signature]

Signature of Owner

Signature of Owner

Names in full: ,

[Redacted Names]

Lot No. 58 (Unit 707)

Date signed: 09/SEP/2020

Date of Meeting: *****

Special by-law no. 16 – Bathroom renovation lot 49

Common Property Rights By-Law for Works by Owner of Lot 49

In this by-law:

PART A DEFINITIONS AND INTERPRETATION

“Act” means the *Strata Schemes Management Act 2015* (NSW).

“Council” means the local council within whose boundaries the Owners Corporation is located and, where relevant, includes an accredited certifier under the *Environmental Planning and Assessment Act 1979* (NSW).

“Exclusive Use Area” means the common property areas reasonably required to retain the Works once complete.

“Insurance” means:

- contractors' all risks insurance cover with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
- insurance under the *Home Building Act 1989* (NSW), if required by law; and
- workers' compensation insurance, if required by law.

“Lot” means lot 49 in Strata Plan No. 55982.

“Owner” means the owner of the Lot for the time being and that owner's successors in title.

“Owners Corporation” means the owners corporation created by the registration of strata plan no. 55982.

“Works” means the following works to the Lot's bathroom:

- Remove existing toilet, vanity, sink and mirrored wall mounted cabinet;
- Remove existing tiles;
- Replace waterproofing
- Install new exhaust fan
- Raise ceiling
- Install new tiles;
- Install new toilet, vanity, sink and mirrored wall mounted cabinet;
- Install shower screen;
- Install new fan; and
- No structural changes or plumbing changes affecting common property.

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

In this by-law:

- references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same;
- words importing the singular number include the plural and vice versa;
- words importing the masculine, feminine or neuter gender include both of the other two genders;

- any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law;
- if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency;
- a reference to a body, whether statutory or not which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and
- if at any time any provision of this by-law is or becomes illegal, invalid, unenforceable or void in any respect, that provision will be ignored, read down or severed so far as is possible in order to uphold the legality, validity and enforceability of the remaining provisions of this by-law.

PART B GRANT OF RIGHTS TO OWNER

Subject to compliance with the conditions referred to in Part C of this by-law, the Owner:

- is authorised by the Owners Corporation pursuant to section 108 of the Act to add to, alter and erect new structures on the common property to carry out the Works;
- is granted the special privilege to undertake and retain the Works; and
- is granted exclusive use of the Exclusive Use Area.

PART C BY-LAW CONDITIONS

Prior to commencement of the Works, the Owner must:

- if Council consent is required, provide evidence to the Owners Corporation that the required consent from Council has been obtained;
- cause Insurance to be effected and maintained;
- provide to the Owners Corporation the licence details of their tradespersons or contractors who will be carrying out the Works;
- obtain the Owners Corporation's written approval; and
- provide their written consent to the making of this by-law pursuant to sections 108(5) and 143 of the Act.

During the conduct of the Works.

In carrying out the Works, the Owner must:

- where any work undertaken includes waterproofing then the Owner must ensure that at their cost the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly licensed applicator and that they provide the Owners Corporation with certification of same in favour of the Owners Corporation within 14 days of completion of the waterproofing;
- cause Insurance to be effected and maintained for the duration of the Works;
- use duly licensed tradespersons or contractors to conduct the Works;

- where applicable, comply with any condition or requirement of Council;
- ensure that the Works are carried out in a proper and workmanlike manner;
- use best quality and appropriate materials;
- ensure that the Works comply with the current Building Code of Australia, all pertinent Australian Standards and the law;
- ensure that the Works are installed in accordance with the manufacturer's instructions and specifications;
- not allow the obstruction of reasonable use of the common property areas of the Strata Scheme in the course of the Works by building materials, tools, machines, debris or motor vehicles;
- comply with any reasonable direction or requirement of the Owners Corporation concerning the transportation of all construction materials, equipment, debris and other material including the means of entering and leaving the building for tradesmen, building materials, tools and debris;
- protect all affected areas of the building outside the Works from damage relating to the Works or the transportation of construction materials, equipment and debris in a manner reasonably acceptable by the Owners Corporation;
- ensure that all areas of the building outside the Lot will be kept clean and tidy throughout the performance of the Works;
- ensure that the Works are performed during times approved by the Owners Corporation and the Owner must not carry out the Works on Sunday or on days which fall on a public holiday;
- make sure that jack hammers are only used between 9:00am and 3:00pm, Monday to Friday and are not used on weekends or public holidays;
- ensure that the Works do not create any noise that causes discomfort, disturbance or interference with activities of any other resident of the building;
- ensure that debris will be removed immediately from the building during the Works;
- must comply with the requirements of the Owners Corporation to comply with any bylaws and any relevant statutory authority concerning the performance of the Works;
- ensure that the Works do not interfere with or damage the common property or the property of any other lot owner, other than as approved in this by-law and if this happens, the Owner must promptly rectify that interference or damage and at its own cost;
- not vary the Works without first obtaining the consent in writing from the Owners Corporation;
- perform the Works within a period of 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- ensure that no tradesperson's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary;
- clean any part of the common property affected by the Works on a daily basis and keep all of those parts of the common property clean, neat and tidy during the Works;

- remove rubbish from the building arising as a result of the Works daily and dispose of the rubbish in a manner approved by the Owners Corporation and not, unless approved in writing by the Owners Corporation, in any of the rubbish bins for the building;
- make sure that no building materials or refuse of any kind are stored on the common property; and
- not allow waste or skip bins to be placed on or near the common property without the prior written consent of the Owners Corporation.

After the Conduct of the Works

After the Works have been completed, the Owner must:

- promptly notify the Owners Corporation that the Works have been completed;
- promptly notify the Owners Corporation that all damage, if any, to lots and common property caused by the Works and not permitted by this by-law have been rectified and, if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lots or common property have been completed in accordance with the terms of this by-law; and
- if requested by the Owners Corporation, provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

Lot Owner's Enduring Obligations

The Owner:

- is responsible for the cost of the Works;
- is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works and must also renew or replace the Works where necessary;
- must at the Owner's own cost repair any damage to common property arising out of the Works and, if applicable, reinstate the common property;
- must at the Owner's own cost repair any damage to the property of the owner or occupier of another Lot arising out of the Works;
- to the extent permitted by law, indemnifies the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works.

The Works will always remain the property of the Owner.

PART D OWNERS CORPORATION'S CONSENT

The Owners Corporation must provide its consent to the lodgement of and affix the Owners Corporation's common seal to any application for development approval in relation to the Works, to any section 4.55 modification application of development approval in relation to the Works, to any complying development certificate in relation to the Works and to any construction certificate in relation to the Works as contemplated by the *Environmental Planning and Assessment Act 1979* as soon as possible after being requested to do so by the Owner.

PART E BREACH OF THIS BY-LAW

If the Owner fails to comply or breaches any part of this by-law, then the Owners Corporation may request in writing that the Owner complies or rectifies the breach within 14 days or such other longer period as specified in the notice.

If the Owner fails to comply with the request in clause 5.1, without prejudice to any other rights:

- the Owners Corporation may, by its agents, employees and contractors, carry out all works necessary to perform that obligation;
- subject to the provisions of the Act, the Owners Corporation may, by its agents, employees and contractors, enter upon any part of the Lot to carry out that work; and
- the Owners Corporation may recover as a debt any amounts payable by an Owner pursuant to this bylaw, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate of 10% per annum, and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

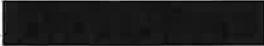
CONSENT FORM

STRATA PLAN NUMBER: 55982

Consent to common property rights by-law

To: The Secretary
The Owners - Strata Plan No. 55982

And: The Registrar General
Dept of Lands (Land & Property Management Authority) Queens Square
SYDNEY NSW 2000

I  being the registered owner of Lot
49 in Strata Plan No 55982, hereby consent to the making of Special Bylaw No. 17 conferring exclusive
use and special privilege rights, such bylaw having been passed by Special Resolution of the Owners
Corporation on 2 December 2020.

16/12/2020

Date



Signature of owner

Special by-law no. 17 – Empowering by-law – delegation minor renovations

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

(a) **Delegated Functions** means the functions of the Owners Corporation set out in section 110 of the *Strata Schemes Management Act 2015*, including but not limited to authorising Minor Renovations and imposing reasonable conditions on that authorisation.

(b) **Minor Renovations** means the works as set out in section 110(3) of the *Strata Schemes Management Act 2015* and regulation 28 of the *Strata Schemes Management Regulations 2016* as well as any additional works resolved by the Owners Corporation in a by-law under section 110(6)(a) of the *Strata Schemes Management Act 2015*.

(c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 55982.

(d) **Strata Committee** means the strata committee appointed by the Owners Corporation from time to time in accordance with the *Strata Schemes Management Act 2015*.

1.2 In this by-law a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and

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

PART 2 GRANT OF RIGHTS

2.1 In addition to its powers under the *Strata Schemes Management Act 2015*, the Strata Committee shall have the power to exercise the Delegated Functions.

Special by-law no. 18 – Works lot 23

Common Property Rights By-Law for Works by Owner of Lot 23

Part A Definitions and Interpretation

1.1 In this by-law:

(a) **"Act"** means the *Strata Schemes Management Act 2015* (NSW).

(b) **"Council"** means the local Council within whose boundaries the Owners Corporation is located and, where relevant, includes an accredited certifier under the *Environmental Planning and Assessment Act 1979* (NSW).

(c) **"Exclusive Use Area"** means the common property areas reasonably required to retain the Works once complete.

(d) **"Insurance"** means:

(i) Contractors' all risks insurance cover with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);

(ii) Insurance under the *Home Building Act 1989* (NSW), if required by law; and

(iii) Workers' compensation insurance, if required by law.

(e) **"Lot"** means Lot 23 in Strata Plan No. 55982.

(f) **"Owner"** means the owner of the Lot (23) for the time being and that owner's successors in title.

(g) **"Owners Corporation"** means the Owners Corporation created by the registration of strata plan no. 55982.

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

(i) **"Works"** means the following works to the Lot's bathroom: Lot 23

SCOPE OF WORKS

- Demolish back to bare walls and slab.
- Raise and install a new ceiling.
- Install new waterproofing.
- Full re-tiling of bathroom floor and walls.
- Replacement of shower unit frame and door.
- Replacement of toilet unit, vanity unit and sink.
- Replacement of laundry sink with narrower width version.
- Install new exhaust fan.

1.2 In this by-law:

(a) References to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same

(b) Words importing the singular number include the plural and vice versa;

(c) Words importing the masculine, feminine or neuter gender include both of the other two genders;

(d) Any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law;

(e) If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency;

(f) A reference to a body, whether statutory or not which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions; an

(g) If at any time any provision of this by-law is or becomes illegal, invalid, unenforceable or void in any respect, that provision will be ignored, read down or severed so far as is possible in order to uphold the legality, validity and enforceability of the remaining provisions of this by-law.

Part B

Grant of Rights to Owner

2.1 Subject to compliance with the conditions referred to in Part C of this by-law, the Owner:

- (a) Is authorised by the Owners Corporation pursuant to Section 108 of the Act to add to, alter and erect new structures on the common property to carry out the Works;
- (b) Is granted the special privilege to undertake and retain the Works; and
- (c) Is granted exclusive use of the Exclusive Use Area.

Part C

By-Law Conditions

Prior to commencement of the Works

3.1 Prior to commencement of the Works, the Owner must:

- (a) If Council consent is required, provide evidence to the Owners Corporation that the required consent from Council has been obtained;
- (b) Cause Insurance to be effected and maintained;
- (c) Provide to the Owners Corporation the licence details of their tradespersons or contractors who will be carrying out the Works;
- (d) Obtain the Owners Corporation's written approval; and
- (e) Provide their written consent to the making of this by-law pursuant to Sections 108(5) and 143 of the Act.

During the conduct of the Works

3.2 In carrying out the Works, the Owner must:

- (a) Where any work undertaken includes waterproofing then the Owner must ensure that at their cost the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly licensed applicator and that they provide the Owners Corporation with certification of same in favour of the Owners Corporation within 14 days of completion of the waterproofing;
- (b) Cause Insurance to be effected and maintained for the duration of the Works;
- (c) Use duly licensed tradespersons or contractors to conduct the Works;
- (d) Where applicable, comply with any condition or requirement of Council;
- (e) Ensure that the Works are carried out in a proper and workmanlike manner;
- (f) Use best quality and appropriate materials;
- (g) Ensure that the Works comply with the current Building Code of Australia, all pertinent Australian Standards and the law;
- (h) Ensure that the Works are installed in accordance with the manufacturer's instructions and specifications;
- (i) Not allow the obstruction of reasonable use of the common property areas of the Strata Scheme in the course of the Works by building materials, tools, machines, debris or motor vehicles;

(j) Comply with any reasonable direction or requirement of the Owners Corporation concerning the transportation of all construction materials, equipment, debris and other material including the means of entering and leaving the building for tradesmen, building materials, tools and debris;

(k) Protect all affected areas of the building outside the Works from damage relating to the Works or the transportation of construction materials, equipment and debris in a manner reasonably acceptable by the Owners Corporation;

(l) Ensure that all areas of the building outside the Lot will be kept clean and tidy throughout the performance of the Works

(m) Ensure that the Works are performed during times approved by the Owners Corporation and the Owner must not carry out the Works on Sunday or on days which fall on a public holiday;

(n) Make sure that jack hammers are only used between 9:00am and 3:00pm, Monday to Friday and are not used on weekends or public holidays;

(o) Ensure that the Works do not create any noise that causes discomfort, disturbance or interference with activities of any other resident of the building;

(p) Ensure that debris will be removed immediately from the building during the Works;

(q) Must comply with the requirements of the Owners Corporation to comply with any bylaws and any relevant statutory authority concerning the performance of the Works;

(r) Ensure that the Works do not interfere with or damage the common property or the property of any other lot owner, other than as approved in this by-law and if this happens, the Owner must promptly rectify that interference or damage and at its own cost;

(s) Not vary the Works without first obtaining the consent in writing from the Owners Corporation;

(t) Perform the Works within a period of 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;

(u) Ensure that no tradesperson's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary;

(v) Clean any part of the common property affected by the Works on a daily basis and keep all of those parts of the common property clean, neat and tidy during the Works;

(w) Remove rubbish from the building arising as a result of the Works daily and dispose of the rubbish in a manner approved by the Owners Corporation and not, unless approved in writing by the Owners Corporation, in any of the rubbish bins for the building;

(x) Make sure that no building materials or refuse of any kind are stored on the common property; and

(y) Not allow waste or skip bins to be placed on or near the common property without the prior written consent of the Owners Corporation.

After the Conduct of the Works

3.3 After the Works have been completed, the Owner must:

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

(b) Promptly notify the Owners Corporation that all damage, if any, to lots and common property caused by the Works and not permitted by this by-law have been rectified and, if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lots or common property have been completed in accordance with the terms of this by-law; and

(c) If requested by the Owners Corporation, provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

Lot Owner's Enduring Obligations

3.4 The Owner:

(a) Is responsible for the cost of the Works;

(b) Is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;

(c) Is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works and must also renew or replace the Works where necessary;

(d) Must at the Owner's own cost repair any damage to common property arising out of the Works and, if applicable, reinstate the common property;

(e) Must at the Owner's own cost repair any damage to the property of the owner or occupier of another Lot arising out of the Works;

(f) To the extent permitted by law, indemnifies the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works.

3.5 The Works will always remain the property of the Owner.

Part D

Owners Corporation's Consent

4.1 The Owners Corporation must provide its consent to the lodgement of and affix the Owners Corporation's common seal to any application for development approval in relation to the Works, to any section 4.55 modification application of development approval in relation to the Works, to any complying development certificate in relation to the Works and to any construction certificate in relation to the Works as contemplated by the Environmental Planning and Assessment Act 1979 as soon as possible after being requested to do so by the Owner.

Part E

Breach of this by-law

5.1 If the Owner fails to comply or breaches any part of this by-law, then the Owners Corporation may request in writing that the Owner complies or rectifies the breach within 14 days or such other longer period as specified in the notice.

5.2 If the Owner fails to comply with the request in clause 5.1, without prejudice to any other rights:

(a) The Owners Corporation may, by its agents, employees and contractors, carry out all works necessary to perform that obligation;

(b) Subject to the provisions of the Act, the Owners Corporation may, by its agents, employees and contractors, enter upon any part of the Lot to carry out that work; and

(c) The Owners Corporation may recover as a debt any amounts payable by an Owner pursuant to this bylaw, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate of 10% per annum, and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

Special by-law no. 19 – Works lot 7

Common Property Rights By-Law for Works by Owner of Lot 7

Part A

Definitions and Interpretation

1.1 In this by-law:

(a) **"Act"** means the *Strata Schemes Management Act 2015* (NSW).

(b) **"Council"** means the local Council within whose boundaries the Owners Corporation is located and, where relevant, includes an accredited certifier under the *Environmental Planning and Assessment Act 1979* (NSW).

(c) **"Exclusive Use Area"** means the common property areas reasonably required to retain the Works once complete.

(d) **"Insurance"** means:

(i) Contractors' all risks insurance cover with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);

(ii) Insurance under the *Home Building Act 1989* (NSW), if required by law; and

(iii) **Workers' compensation** insurance, if required by law.

(e) **"Lot"** means Lot 7 in Strata Plan No. 55982.

(f) **"Owner"** means the owner of the Lot (7) for the time being and that owner's successors in title.

(g) **"Owners Corporation"** means the Owners Corporation created by the registration of strata plan no. 55982.

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

(i) **"Works"** means the following works to the Lot's bathroom: Lot 7

- Remove existing toilet, vanity, sink, tiles, shower screen, ceiling, exhaust fan and remaining accessories (washer, dryer, laundry sink, door)
- Replace protection of all floors and carry out waterproofing to comply with AS3740 and the NCC Building Code of Australia
- Install new exhaust fan
- Raise (if possible) and install new ceiling
- Install underfloor heating
- Install recessed niche in shower
- Install new wall and floor tiles
- Install shower and tapware to existing plumbing
- Install shower screen
- Install vanity and basin mounted tapware to existing plumbing

- Install new toilet to existing drainage; relocate waterpoint for toilet to accommodate back to wall toilet
- Installation of remaining accessories and cabinetry
- Install 3 downlights and all retained electrical outlets to be recapped with new faceplates
- Create manhole in new ceiling

1.2 In this by-law:

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

Part B Grant of Rights to Owner

2.1 Subject to compliance with the conditions referred to in Part C of this by-law, the Owner:

- (a) Is authorised by the Owners Corporation pursuant to section 108 of the Act to add to, alter and erect new structures on the common property to carry out the Works;
- (b) Is granted the special privilege to undertake and retain the Works; and
- (a) Is granted exclusive use of the Exclusive Use Area.

Part C By-Law Conditions

Prior to commencement of the Works

3.1 Prior to commencement of the Works, the Owner must:

- (a) If Council consent is required, provide evidence to the Owners Corporation that the required consent from Council has been obtained
- (b) Cause Insurance to be effected and maintained;
- (c) Provide to the Owners Corporation the licence details of their tradespersons or contractors who will be carrying out the Works;

(d) Obtain the Owners Corporation's written approval; and

(e) Provide their written consent to the making of this by-law pursuant to sections 108(5) and 143 of the Act.

During the conduct of the Works

3.2 In carrying out the Works, the Owner must:

(a) Where any work undertaken includes waterproofing then the Owner must ensure that at their cost the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly licensed applicator and that they provide the Owners Corporation with certification of same in favour of the Owners Corporation within 14 days of completion of the waterproofing;

(b) Cause Insurance to be effected and maintained for the duration of the Works;

(c) Use duly licensed tradespersons or contractors to conduct the Works;

(d) Where applicable, comply with any condition or requirement of Council;

(e) Ensure that the Works are carried out in a proper and workmanlike manner;

(f) Use best quality and appropriate materials;

(g) Ensure that the Works comply with the current Building Code of Australia, all pertinent Australian Standards and the law;

(h) Ensure that the Works are installed in accordance with the manufacturer's instructions and specifications;

(i) Not allow the obstruction of reasonable use of the common property areas of the Strata Scheme in the course of the Works by building materials, tools, machines, debris or motor vehicles;

(j) Comply with any reasonable direction or requirement of the Owners Corporation concerning the transportation of all construction materials, equipment, debris and other material including the means of entering and leaving the building for tradesmen, building materials, tools and debris;

(k) Protect all affected areas of the building outside the Works from damage relating to the Works or the transportation of construction materials, equipment and debris in a manner reasonably acceptable by the Owners Corporation;

(l) Ensure that all areas of the building outside the Lot will be kept clean and tidy throughout the performance of the Works

(m) Ensure that the Works are performed during times approved by the Owners Corporation and the Owner must not carry out the Works on Sunday or on days which fall on a public holiday;

(n) Make sure that jack hammers are only used between 9:00am and 3:00pm, Monday to Friday and are not used on weekends or public holidays;

(o) Ensure that the Works do not create any noise that causes discomfort, disturbance or interference with activities of any other resident of the building;

(p) Ensure that debris will be removed immediately from the building during the Works;

(q) Must comply with the requirements of the Owners Corporation to comply with any bylaws and any relevant statutory authority concerning the performance of the Works;

(r) Ensure that the Works do not interfere with or damage the common property or the property of any other lot owner, other than as approved in this by-law and if this happens, the Owner must promptly rectify that interference or damage and at its own cost;

(s) Not vary the Works without first obtaining the consent in writing from the Owners Corporation;

(t) Perform the Works within a period of 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;

(u) Ensure that no tradesperson's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary;

(v) Clean any part of the common property affected by the Works on a daily basis and keep all of those parts of the common property clean, neat and tidy during the Works;

(w) Remove rubbish from the building arising as a result of the Works daily and dispose of the rubbish in a manner approved by the Owners Corporation and not, unless approved in writing by the Owners Corporation, in any of the rubbish bins for the building;

(x) Make sure that no building materials or refuse of any kind are stored on the common property; and

(y) Not allow waste or skip bins to be placed on or near the common property without the prior written consent of the Owners Corporation.

After the Conduct of the Works

3.3 After the Works have been completed, the Owner must:

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

(b) Promptly notify the Owners Corporation that all damage, if any, to lots and common property caused by the Works and not permitted by this by-law have been rectified and, if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lots or common property have been completed in accordance with the terms of this by-law; and

(c) If requested by the Owners Corporation, provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

Lot Owner's Enduring Obligations

3.4 The Owner:

(a) Is responsible for the cost of the Works;

(b) Is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;

(c) Is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works and must also renew or replace the Works where necessary;

(d) Must at the Owner's own cost repair any damage to common property arising out of the Works and, if applicable, reinstate the common property;

(e) Must at the Owner's own cost repair any damage to the property of the owner or occupier of another Lot arising out of the Works;

(f) To the extent permitted by law, indemnifies the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works.

3.5 The Works will always remain the property of the Owner.

Part D Owners Corporation's Consent

4.1 The Owners Corporation must provide its consent to the lodgement of and affix the Owners Corporation's common seal to any application for development approval in relation to the Works, to any Section 4.55 modification application of development approval in relation to the Works, to any complying development certificate in relation to the Works and to any construction certificate in relation to the Works as contemplated by the *Environmental Planning and Assessment Act 1979* as soon as possible after being requested to do so by the Owner

Part E Breach of this by-law

5.1 If the Owner fails to comply or breaches any part of this by-law, then the Owners Corporation may request in writing that the Owner complies or rectifies the breach within 14 days or such other longer period as specified in the notice.

5.2 If the Owner fails to comply with the request in clause 5.1, without prejudice to any other rights:

(a) The Owners Corporation may, by its agents, employees and contractors, carry out all works necessary to perform that obligation;

(b) Subject to the provisions of the Act, the Owners Corporation may, by its agents, employees and contractors, enter upon any part of the Lot to carry out that work; and

(c) The Owners Corporation may recover as a debt any amounts payable by an Owner pursuant to this bylaw, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate of 10% per annum, and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

Special by-law no. 20 – Works lot 53

Part A Definitions and Interpretation

1.1 In this by-law:

(a) "**Act**" means the *Strata Schemes Management Act 2015* (NSW).

(b) "**Council**" means the local council within whose boundaries the Owners Corporation is located and, where relevant, includes an accredited certifier under the *Environmental Planning and Assessment Act 1979* (NSW).

(c) "**Exclusive Use Area**" means the common property areas reasonably required to retain the Works once complete.

(d) "**Insurance**" means:

(i) Contractors' all risks insurance cover with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);

(ii) Insurance under the *Home Building Act 1989* (NSW), if required by law; and

(iii) Workers' compensation insurance, if required by law.

(e) "Lot" means Lot 53 in Strata Plan No. 55982.

(f) "Owner" means the owner of the Lot 53 for the time being and that owner's successors in title.

(g) "Owners Corporation" means the Owners Corporation created by the registration of strata plan no. 55982.

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

(i) "Works" means the following works to the Lot's bathroom: Lot 53

- Supplier – Harvey Norman at Domayne
- Strip existing bathroom including tiles.
- Waterproof, re-tile and re-fit all.
- Raise ceiling height within roof cavity (top floor appt.) to match remainder of apartment (50cm).
- Design follows same footprint with no changes to existing water, drainage or electrical inputs to apartment, some chasing to move taps and add power-points and add heated towel rail.
- All rubbish to be removed by contractor.

1.2 In this by-law:

(a) References to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same;

(b) Words importing the singular number include the plural and vice versa;

(c) Words importing the masculine, feminine or neuter gender include both of the other two genders;

(d) Any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law;

(e) If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency;

(f) A reference to a body, whether statutory or not which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and

(g) If at any time any provision of this by-law is or becomes illegal, invalid, unenforceable or void in any respect, that provision will be ignored, read down or severed so far as is possible in order to uphold the legality, validity and enforceability of the remaining provisions of this by-law.

Part B

Grant of Rights to Owner

2.1 Subject to compliance with the conditions referred to in Part C of this by-law, the Owner:

(a) Is authorised by the Owners Corporation pursuant to section 108 of the Act to add to, alter and erect new structures on the common property to carry out the Works;

(b) Is granted the special privilege to undertake and retain the Works; and

(c) Is granted exclusive use of the Exclusive Use Area.

Part C By-Law Conditions

Prior to commencement of the Works

3.1 Prior to commencement of the Works, the Owner must:

(a) If Council consent is required, provide evidence to the Owners Corporation that the required consent from Council has been obtained;

(b) Cause Insurance to be effected and maintained;

(c) Provide to the Owners Corporation the licence details of their tradespersons or contractors who will be carrying out the Works;

(d) Obtain the Owners Corporation's written approval; and

(e) Provide their written consent to the making of this by-law pursuant to sections 108(5) and 143 of the Act.

During the conduct of the Works

3.2 In carrying out the Works, the Owner must:

(a) Where any work undertaken includes waterproofing then the Owner must ensure that at their cost the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly licensed applicator and that they provide the Owners Corporation with certification of same in favour of the Owners Corporation within 14 days of completion of the waterproofing;

(b) Cause Insurance to be effected and maintained for the duration of the Works;

(c) Use duly licensed tradespersons or contractors to conduct the Works;

(d) Where applicable, comply with any condition or requirement of Council;

(e) Ensure that the Works are carried out in a proper and workmanlike manner;

(f) Use best quality and appropriate materials;

(g) Ensure that the Works comply with the current Building Code of Australia, all pertinent Australian Standards and the law;

(h) Ensure that the Works are installed in accordance with the manufacturer's instructions and specifications;

(i) Not allow the obstruction of reasonable use of the common property areas of the Strata Scheme in the course of the Works by building materials, tools, machines, debris or motor vehicles;

(j) Comply with any reasonable direction or requirement of the Owners Corporation concerning the transportation of all construction materials, equipment, debris and other material including the means of entering and leaving the building for tradesmen, building materials, tools and debris;

- (k) Protect all affected areas of the building outside the Works from damage relating to the Works or the transportation of construction materials, equipment and debris in a manner reasonably acceptable by the Owners Corporation;
- (l) Ensure that all areas of the building outside the Lot will be kept clean and tidy throughout the performance of the Works;
- (m) Ensure that the Works are performed during times approved by the Owners Corporation and the Owner must not carry out the Works on Sunday or on days which fall on a public holiday;
- (n) Make sure that jack hammers are only used between 9:00am and 3:00pm, Monday to Friday and are not used on weekends or public holidays;
- (o) Ensure that the Works do not create any noise that causes discomfort, disturbance or interference with activities of any other resident of the building;
- (p) Ensure that debris will be removed immediately from the building during the Works;
- (q) Must comply with the requirements of the Owners Corporation to comply with any bylaws and any relevant statutory authority concerning the performance of the Works;
- (r) Ensure that the Works do not interfere with or damage the common property or the property of any other lot owner, other than as approved in this by-law and if this happens, the Owner must promptly rectify that interference or damage and at its own cost;
- (s) Not vary the Works without first obtaining the consent in writing from the Owners Corporation;
- (t) Perform the Works within a period of 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- (u) Ensure that no tradesperson's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary;
- (v) Clean any part of the common property affected by the Works on a daily basis and keep all of those parts of the common property clean, neat and tidy during the Works;
- (w) Remove rubbish from the building arising as a result of the Works daily and dispose of the rubbish in a manner approved by the Owners Corporation and not, unless approved in writing by the Owners Corporation, in any of the rubbish bins for the building;
- (x) Make sure that no building materials or refuse of any kind are stored on the common property; and
- (y) Not allow waste or skip bins to be placed on or near the common property without the prior written consent of the Owners Corporation.

After the Conduct of the Works

3.3 After the Works have been completed, the Owner must:

- (a) Promptly notify the Owners Corporation that the Works have been completed;
- (b) Promptly notify the Owners Corporation that all damage, if any, to lots and common property caused by the Works and not permitted by this by-law have been rectified and, if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lots or common property have been completed in accordance with the terms of this by-law; and

(c) If requested by the Owners Corporation, provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

Lot Owner's Enduring Obligations

3.4 The Owner:

(a) Is responsible for the cost of the Works;

(b) Is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;

(c) Is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works and must also renew or replace the Works where necessary;

(d) Must at the Owner's own cost repair any damage to common property arising out of the Works and, if applicable, reinstate the common property;

(e) Must at the Owner's own cost repair any damage to the property of the owner or occupier of another Lot arising out of the Works;

(f) To the extent permitted by law, indemnifies the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works.

3.5 The Works will always remain the property of the Owner.

Part D

Owners Corporation's Consent

4.1 The Owners Corporation must provide its consent to the lodgement of and affix the Owners Corporation's common seal to any application for development approval in relation to the Works, to any Section 4.55 modification application of development approval in relation to the Works, to any complying development certificate in relation to the Works and to any construction certificate in relation to the Works as contemplated by the *Environmental Planning and Assessment Act 1979* as soon as possible after being requested to do so by the Owner.

Part E

Breach of this by-law

5.1 If the Owner fails to comply or breaches any part of this by-law, then the Owners Corporation may request in writing that the Owner complies or rectifies the breach within 14 days or such other longer period as specified in the notice.

5.2 If the Owner fails to comply with the request in clause 5.1, without prejudice to any other rights:

(a) The Owners Corporation may, by its agents, employees and contractors, carry out all works necessary to perform that obligation;

(b) Subject to the provisions of the Act, the Owners Corporation may, by its agents, employees and contractors, enter upon any part of the Lot to carry out that work; and

(c) The Owners Corporation may recover as a debt any amounts payable by an Owner pursuant to this bylaw, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate of 10% per annum, and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

LOT 53 - RENOVATIONS

Kitchen:

- [1] Supplier - Freedom kitchens**
- [2] Removal of all cabinetry and appliances, replacing with new to same footprint.**
- [3] No changes to gas, water or electricity input to the apartment, some chasing required.**
- [4] Upgrade switch to accomodate two ovens.**
- [5] No walls to be removed though a half height brick and render wall to be replaced with island bench. Schematic attached.**
- [6] Public liability to follow this week.**
- [7] All rubbish to be removed by contractor.**

Bathroom:

- [1] Supplier - Harvey Norman at Domayne**
- [2] Strip existing bathroom including tiles.**
- [3] Waterproof, re-tile and re-fit all.**
- [4] Raise ceiling height within roof cavity (top floor appt.) to match remainder of apartment (50cm).**
- [5] Design follows same footprint with no changes to existing water, drainage or electrical inputs to apartment, some chasing to move taps and add power-points and add heated towel rail.**
- [6] Plans, waterproofing, waterproofing guarantee, and insurance attached.**
- [7] All rubbish to be removed by contractor.**

Floors:

- [1] Supplier - Todays Flooring**
- [2] Replace existing polished concrete floors with herringbone engineered timber and acoustic underlay.**
- [3] Details of soundproofing and insurance attached.**
- [4] All rubbish to be removed by contractor.**

Parking Request:

This is a full apartment renovation and there is no allocated parking to this unit.

Please may I request approval to use a single carpark, ideally with bollard for the duration of the works, expected 5-6 weeks.

This park would not necessarily be required everyday and not on weekends so bollard could be removed on those days.

If a reserved carpark is permitted, I am happy to pay a premium weekly rental for this privilege.

Lot 53

DOMAYNE

Bathroom Design

UP TO 100 ROOMS

CONCEPT DRAWING SUBJECT TO CHECK MEASUREMENTS

TO CHECK MEASUREMENTS

Customer	Mr. Tiberian Robertson
Job Address	702/172 - 180 Riley St
Suburb	Darlinghurst 2010
Room	MAIN BATHROOM
Plan Number	582301

Drawing Notes	
ceiling in	STC
wall	STC
wall	STC or 850
also	500x600 WHITE BATH
also	500x600 WHITE BATH
floor	WHITE
ceiling	HORIZONTAL
basin 1	HORIZONTAL
basin 2	HORIZONTAL
basin 3	HORIZONTAL
basin 4	HORIZONTAL
basin 5	HORIZONTAL
basin 6	HORIZONTAL
basin 7	HORIZONTAL
basin 8	HORIZONTAL
basin 9	HORIZONTAL
basin 10	HORIZONTAL
basin 11	HORIZONTAL
basin 12	HORIZONTAL
basin 13	HORIZONTAL
basin 14	HORIZONTAL
basin 15	HORIZONTAL
basin 16	HORIZONTAL
basin 17	HORIZONTAL
basin 18	HORIZONTAL
basin 19	HORIZONTAL
basin 20	HORIZONTAL

NEW CEILING MAKE HIGHER. ABOVE VANITY AREA CEILING MIGHT BE LOWER THAN THE REMAINING CEILING DUE TO PIPES ABOVE. CUSTOMER OK WITH 2 RIGHTS IN THE CEILING.

NEW FAN VENT IN TO ROOF SPACE.

SHOWER WITH LED LIGHT COOL. WHITE AS PER CLIENT.

LED LIGHT STRIP STICK ON TO UNDER BASIN AT THE BACK AS PER CLIENT.

WHITE WALLS TO BE WHITE HORIZONTAL WITH STANDARD WHITE GROUT. WHITE TILES WILL NOT LINE UP WITH FLOOR TILES.

garden tarp
Chk. electrical for wiring to be done
w.m. taps position.
pip position
Check slip height with Client.
Set led lights on duty light as per client
1x led ceiling
1x led shower zone fan
1 fan 2 heated rails
Vertical heated bar
Horizontal heated bar
Top and front nibosity to have floor tiles

NOTE
 Approved By: [Signature] Date: 27/1/2024

Accessories -
 1. X TOILET ROLL, 3. X DEL. HOOKS
 1. Three pins from part of the cabinet near to vanity (to be provided in plan)
 2. All measurements on this page are subject to change, to accommodate existing structural and construction wall in relation
 3. Position of light fixture may vary from shown position due to structural members
 4. Position of accessories to be provided by client - On-site photos are illustrative only

DOMAYNE
Bathroom Design

Customer: Mr. Tristan Robertson
 Job/Address: 798 / 192 - 180 Railway St
 Suburb: Darlinghurst, NSW
 Room: BATH BATHROOM
 Plan Number: 559801

Drawing Notes:
 1. NEW CEILING 2500H, 500R SET
 2. NEW FAN VENT IN TO ROOF SPACE.
 3. LED LIGHT STRIP STUCK ON TO UNDER BASIN AT THE BACK AS PER CLIENT.
 4. WHITE WALLS TO BE WHITE HORIZONTAL WITH STANDED WHITE GROUT. WHITE TILES WILL NOT LINE UP WITH FLOOR TILES.

Approved By: *[Signature]* Date: 27-1-21

NOTE: *[Signature]*

Project Name	DOMAYNE
Client Name	Mr. Tristan Robertson
Job/Address	798 / 192 - 180 Railway St
Suburb	Darlinghurst, NSW
Room	BATH BATHROOM
Plan Number	559801
Drawing Notes	1. NEW CEILING 2500H, 500R SET 2. NEW FAN VENT IN TO ROOF SPACE. 3. LED LIGHT STRIP STUCK ON TO UNDER BASIN AT THE BACK AS PER CLIENT. 4. WHITE WALLS TO BE WHITE HORIZONTAL WITH STANDED WHITE GROUT. WHITE TILES WILL NOT LINE UP WITH FLOOR TILES.
Material Schedule	CEILING: 2500H, 500R SET WALLS: WHITE HORIZONTAL FLOOR: WHITE TILES TOILET: 6500 VANITY: 225 SHOWER: 940 x 760 MIRROR: 555 WINDOW: ALUMINIUM BOTTLES LIGHTING: LED LIGHT STRIP
Developed By	Roger Brathlin
Drawing Scale	1:30
Drawings and Plans Subject to Copyright	

DOMAYNE
 Bathroom Design

27th Sep 2022 10:20 AM
 LIT AND RECORDS
 CONCEPT DRAWING SUBJECT
 TO CHECK MEASUREMENTS

Customer: Mr. Thidias Robertson
 Job Address: 762 / 172 - 180 Riley St
 District: Darlinghurst 2010
 Project: MAIN BATHROOM
 Plan Number: 505301

Drawing Notes

WALL 1	27th
WALL 2	27th
WALL 3	27th
WALL 4	27th
WALL 5	27th
WALL 6	27th
WALL 7	27th
WALL 8	27th
WALL 9	27th
WALL 10	27th
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WALL 94	27th
WALL 95	27th
WALL 96	27th
WALL 97	27th
WALL 98	27th
WALL 99	27th
WALL 100	27th

White tiles horizontal

1500mm basin

1500mm mirror

1000mm

1200mm

1150mm

NEW CEILING MAKE HIGHER. ABOVE VANITY AREA CEILING MIGHT BE LOWER THAN THE REMAINING CEILING DUE TO PIPES ABOVE.
 CUSTOMER OK WITH 2 HEIGHTS IN THE CEILING.
 NEW FAN VENT IN TO ROOF SPACE.
 SHOWER WITH LED LIGHT COOL WHITE AS PER CLIENT.
 LED LIGHT STRIP STICK ON TO UNDER BASIN AT THE BACK AS PER CLIENT.
 WHITE WALLS TO BE WHITE HORIZONTAL WITH STANDARD WHITE GROUT. WHITE TILER WILL NOT LINE UP WITH FLOOR TILES.

Approved By: *[Signature]* Date: 27.10.21

NOTE

1. These plans are part of the contract price to construct the work shown on these plans.
 2. All measurements on this plan are subject to change to accommodate existing structural and construction work in situ.
 3. Position of light fittings may vary from those shown due to structural members.
 4. Position of accessories to be nominated by client - drawn positions are indicative only.

Accessories - 1 X TOILET ROLL, 3 X DIB HOOKS.
 1. These plans are part of the contract price to construct the work shown on these plans.
 2. All measurements on this plan are subject to change to accommodate existing structural and construction work in situ.
 3. Position of light fittings may vary from those shown due to structural members.
 4. Position of accessories to be nominated by client - drawn positions are indicative only.

Lot 53



QBE Insurance (Australia) Ltd
Head Office
Level 5, 2 Park Street
Sydney NSW 2000
ABN: 78 003 191 035
AFS Licence No: 239546



Policy Number: _____

Thank you for choosing to renew with COVERFORCE INS BROKING P/L and QBE Australia for your insurance needs.

We are pleased to advise that your policy is now in force for the period shown.

The details outlined in the following pages must be read in conjunction with your policy documents. Please check the details carefully as they are critical to the cover provided.

Should an oversight have occurred, or you require an amendment or addition, please contact COVERFORCE INS BROKING P/L as soon as possible.

Insurer

QBE Insurance (Australia) Ltd
ABN 78 003 191 035
AFS Licence No. 239546
Intermediary Details

COVERFORCE INS BROKING P/L | LOCKED BAG 5273
SYDNEY 2001
NSW

Period of Insurance

Effective Date: 08/11/2020 | Expiry Date: 4 pm on 08/11/2021 | Print Date: 08/11/2020

Insured Details

Name: BD FUTURE CAPITAL PTY LTD

Goods and Services Tax (GST)

Are you registered for GST? No

CNF1587-0807

Date Printed 08/11/2020



QBE Insurance (Australia) Ltd
 Head Office
 Level 5, 2 Park Street
 Sydney NSW 2000
 ABN: 76 003 191 035
 AFS Licence No: 239545



BUSINESS PACK INSURANCE / INSURANCE SCHEDULE

Page 1 of 9

The insured:
 BD FUTURE CAPITAL PTY LTD

Period of Cover:
 06/11/2020 to 06/11/2021 4pm

Policy number:

Premium details

Policy Section	Section Insured	Base Premium	Levies	SD	GST	Total Premium
1. Business Property	Yes	\$116.25	\$45.92	\$16.05	\$16.22	\$194.44
2. Business Interruption	No					
3. Theft	No					
4. Money	No					
5. Glass	Yes	\$166.82		\$16.51	\$16.69	\$200.02
5. Public & Products Liability	Yes	\$2,251.31		\$222.57	\$225.13	\$2,699.31
7. General Property	No					
8. Machinery Breakdown	No					
9. Computer/Electronic Equipment	No					
10. Employee Dishonesty	No					
11. Tax Audit	No					
12. Transit	No					
13. Employment Practices	No					
14. Statutory Liability	No					
Terrorism		\$16.95	\$2.57	\$1.82	\$1.84	\$22.08

Important information about Your Duty of Disclosure appears at the back of this schedule and on your application form. Please read this information carefully.

Date Printed 06/11/2020

CM1567-0007



QBE Insurance (Australia) Ltd
 Head Office
 Level 5, 2 Park Street
 Sydney NSW 2000
 ABN: 78 003 191 035
 AFS Licence No: 239545



BUSINESS PACK INSURANCE / INSURANCE SCHEDULE

Page 2 of 9

The Insured:
 BD FUTURE CAPITAL PTY LTD

Period of Cover:
 06/11/2020 to 06/11/2021 4pm

Policy number:

BUSINESS: FLOORING CONTRACTOR

SITUATION: UNIT 8, 39 GOULD STREET, STRATHFIELD SOUTH NSW 2136

CONSTRUCTION: Brick Walls, Concrete Flrs
YEAR BUILT: 2000

	Sum Insured	Excess
Building	Not Insured	
Contents	\$20,700	\$500

Sprinklers Installed? Yes

*Earthquake Excess \$20,000
 or 1% of Total Sum Insured*

None Noted

B10

Sprinkler Installations - Applicable to Owned Premises or Installations for which the Insured is Responsible

The Insured warrants that in such of the Buildings as are protected or as required by law to be protected by an approved installation of automatic sprinklers, automatic external alarm signal and automatic alarm signal connected with the fire brigade station, in or on the premises, due diligence shall be used so that the same shall at all times be maintained in good working order.

The Insured further warrants that provision will be made for the regular maintenance of the installation in accordance with Australian Standards AS1851 Part 3 Automatic Sprinkler Installation by the installing engineers or firm or, failing this, by a person or organisation who must be approved by Us to carry out such maintenance.

Notice of all alterations and additions to the automatic sprinkler installation shall be given by the Insured to Us as soon as reasonably practicable.

CMT597-0607

Date Printed 06/11/2020



QBE Insurance (Australia) Ltd
 Head Office
 Level 5, 2 Park Street
 Sydney NSW 2000
 ABN: 78 003 191 036
 AFS Licence No: 239545



BUSINESS PACK INSURANCE / INSURANCE SCHEDULE

Page 3 of 9

The Insured:
 BD FUTURE CAPITAL PTY LTD

Period of Cover:
 06/11/2020 to 06/11/2021 4pm

Policy number:

• **BPT**

APPLICABLE POLICY WORDING:

When **BUSINESS PACK INSURANCE** is shown on the Policy Schedule
 Commercial/Retail/Industrial Policy wording QM485 applies.
 When **TRADES PACK INSURANCE** is shown on the Policy Schedule
 QBE Trade Policy QM207 applies.
 When **OFFICE PACK INSURANCE** is shown on the Policy Schedule
 QBE Office Policy QM208 applies.

GLASS COVER: Replacement Value

	Sum Insured	Excess
Illuminated Signs	Not Insured	\$250

NUMBER OF SIGNS: 0

None Noted

• **SPG**

STEADFAST COMMERCIAL PACKAGE WORDING APPLIES

CHM15627-00017

Date Printed 06/11/2020



QBE Insurance (Australia) Ltd
 Head Office
 Level 5, 2 Park Street
 Sydney NSW 2000
 ABN: 78 003 191 035
 AFS Licence No: 289545



BUSINESS PACK INSURANCE / INSURANCE SCHEDULE

Page 4 of 9

The Insured:
 BD FUTURE CAPITAL PTY LTD

Period of Cover:
 06/11/2020 to 06/11/2021 4pm

Policy number:
 1

LIMIT OF LIABILITY

Liability	Sum Insured	Excess
Goods in Physical Control	\$20,000,000	
Property Damage Excess	\$250,000	\$500
Number of employees:	3	
Property Owners Only?	No	
Property Value		
Annual Turnover		

None Noted

**• ENL
 ENDORSEMENT NOTING LANDLORD**

The entity below is hereby noted as the landlord in respect to the Property tenanted by You situated at the location(s) noted below. We agree to indemnify the landlord in respect of liability for Personal Injury or Property Damage arising from the negligence of the Insured resulting directly from the tenancy of the property by the Insured, but subject always to the terms, conditions and exclusions of the policy.

Name of landlord Situation(s)
 Sam Herb Pty Ltd 13003029186

**• BB1
 INJURY TO CONTRACTOR OR LABOUR HIRE EMPLOYEE EXCESS**

In respect to any personal injury occurring to any worker (as defined) for which you are covered under the Public and Products Liability cover section of this policy, the following excess will apply.

CM1507-0807

Date Printed 06/11/2020



QBE Insurance (Australia) Ltd
Head Office
Level 5, 2 Park Street
Sydney NSW 2000
ABN: 76 003 181 035
AFS Licence No: 238545



BUSINESS PACK INSURANCE / INSURANCE SCHEDULE

Page 5 of 8

The Insured:
BD FUTURE CAPITAL PTY LTD

Period of Cover:
08/11/2020 to 08/11/2021 4pm

Policy number:
QBE1507-0087

You shall bear the first \$2000 for any one Occurrence (inclusive of Defence Costs and other costs and expenses) in respect of liability arising out of Personal Injury to Workers while such Workers are acting in such capacity.

For the purpose of this provision the term 'workers', shall mean:

- (a) any person provided to you on a temporary or permanent basis under a specific contract with a provider of Contract Labour Hire Personnel and such person remains an employee of that provider;
- (b) any person (including a person who may be an employee of a contractor), contracted to perform work for the Insured under the direct supervision or control of the Insured in the performance of such work but does not include any person where the nature of the contracted work is the trade or service of such contractor and not that of the Business of the Insured;
- (c) any person (including a person who may be an employee of a subcontractor), subcontracted to perform work on behalf of the Insured and is under the direct supervision or control of the Insured in the performance of such work.

• SFT

APPLICABLE POLICY WORDING:

When BUSINESS PACK INSURANCE is shown on the Policy Schedule Commercial/Retail/Industrial Policy wording QM485 applies.

When TRADES PACK INSURANCE is shown on the Policy Schedule QBE Trade Policy QM207 applies.

When OFFICE PACK INSURANCE is shown on the Policy Schedule QBE Office Policy QM208 applies.

** OUR AGREEMENT **

Our Agreement

We agree to provide You with the insurance cover set out in each of

QBE1507-0087

Date Printed 08/11/2020



QBE Insurance (Australia) Ltd
Head Office
Level 15, 2 Park Street
Sydney NSW 2000
ABN: 78 003 191 096
AFS Licence No: 239546



BUSINESS PACK INSURANCE / INSURANCE SCHEDULE

Page 6 of 9

The Insured:
BD FUTURE CAPITAL PTY LTD

Period of Cover:
08/11/2020 to 08/11/2021 4pm

Policy number:

the Policy sections which You select and which are listed in the Schedule.
You have paid or agree to pay to us the Premium set out in the current Schedule.
The insurance cover is in force for the Period of Cover set out in the Schedule. We will cover You for loss, damage and liability occurring during that Period of Cover, subject to the provisions of the Policy.
We will not pay any more than the sum insured or limit of liability for each section which is shown in the Schedule.
We will not pay the Excesses shown in the Schedule. If any loss or damage leads to a claim under more than one Section of this Policy, You must pay the highest applicable Excess, but You need to pay only one Excess.

Date Printed: 08/11/2020

CM11682-0007



QBE Insurance (Australia) Ltd
Head Office
Level 5, 2 Park Street
Sydney NSW 2000
ABN: 78 003 191 035
AFS Licence No: 239545



BUSINESS PACK INSURANCE / INSURANCE SCHEDULE

Page 7 of 9

The Insured:
BD FUTURE CAPITAL PTY LTD

Period of Cover:
06/11/2020 to 06/11/2021 4pm

Policy number:
1

Your duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Underinsurance

The classes of insurance listed below contain provisions as to average and underinsurance. This means we require you to insure for the full value or maximum potential risk. If you do not do so, and you are underinsured, we will pay you less in the event of a claim, calculated by a formula in the policy which takes account of the degree of underinsurance.

Classes of insurance containing underinsurance clauses:

- Business Pack Insurance
- Contractors Plant and Machinery
- Construction/Liability
- Trades Pack Insurance
- Office Pack Insurance
- Fire
- Industrial Special Risks
- Farm Pack Insurance
- Loss of Profits
- Machinery and Electronic

Insurer

This Policy is issued by QBE Insurance (Australia) Limited
ABN 78 003 191 035,
AFS Licence No. 239545 of Level 5, 2 Park Street, Sydney.

CMF1897-0807

Date Printed 06/11/2020



Amendment to your Policy Wording

Notice relating to a change in the definition of "flood".

This derogation notice supplements and amends your Policy Wording and will apply to policies with a commencement date or renewal effective date on or after 19 June 2013.

Your insurance cover is unchanged except as indicated below:

New definition of "Flood"

In all instances in the Policy wording where the meaning of flood appears, the definition is deleted and replaced with the following definition for flood:

"Flood" means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- (a) a lake (whether or not it has been altered or modified);
- (b) a river (whether or not it has been altered or modified);
- (c) a creek (whether or not it has been altered or modified);
- (d) another natural watercourse (whether or not it has been altered or modified);
- (e) a reservoir;
- (f) a canal;
- (g) a dam.

About "Flood" cover

Flood damage is excluded by the standard policy and unless your Policy Schedule specifically states otherwise, there is no cover provided for flood.

You should review your Policy and Schedule, as well as any other information given to you by your financial services provider.

If you are uncertain as to the cover provided by your Policy, please contact your financial services provider.

Date of preparation: 5 March 2013
QM3617-0513

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 161 006, APB License No. 200545
of Level 5, 2 Park Street, Sydney NSW 2000



What does the New South Wales Emergency Services Levy fund?

The New South Wales Emergency Services Levy provides funding for emergency services in NSW, including Fire and Rescue NSW, the NSW Rural Fire Service and the State Emergency Service, all of which help keep our community safe.

Insurers regularly contribute to this funding through the NSW Emergency Services Levy, which is included in residential and commercial property policies, as well as motor insurance policies.

The ESL Insurance Monitor was established in June 2016 as an independent body. One of its functions is to monitor the prices for ESL applicable products. www.eslinsurancemonitor.nsw.gov.au/emergency-services-levy

How are insurers involved in funding NSW emergency services?

Insurers have an obligation to contribute to the funding of NSW emergency services and we do this through the NSW Emergency Services Levy for relevant insurance policies.

What does this mean for policy holders?

QBE will continue to contribute to the funding of NSW emergency services through the application of the NSW Emergency Services Levy on relevant insurance policies until further notice.

How will I know how much ESL I am paying on my insurance policy?

You will receive an insurance schedule or statement when you renew, purchase or amend your insurance cover.

The NSW Emergency Services Levy component is clearly itemised on your insurance schedule and is a percentage of your base premium.

Your insurance schedule will include a Premium Comparison page for you to check how much your ESL has changed.

Why has my insurance premium increased?

Premiums are regularly reviewed and take into account a number of risk factors such as location and construction, claims history, type of cover selected and indexation of sum insureds, as well as business expenses, including operating and reinsurance costs. Any changes to our premiums are independent of changes to the NSW Emergency Services Levy.

Further information

If you have any questions about the changes to the NSW Emergency Services Levy or the amount of NSW Emergency Services Levy that applies to your policy, please visit qbe.com.au/nswesl or call us on **1300 021 413**.

**Business Insurance
Certificate of Currency**



Policy Number: 15T4363002

Certificate Date 22 May, 2020

Insurer
Insurance Australia Limited
ABN 11 000 016 722
AFSL 227681
trading as CGU Insurance

Important Information

The policy referred to below is current as at the date of issue of this certificate. Whilst a policy expiration date has been indicated, please note that the policy may be cancelled prior to this date.

Accordingly, reliance should not be placed on the policy expiration date.

Period of Cover 31/03/2020 to 31/03/2021 at 4pm

Insured
Insured Name First Grade Trades Pty Ltd
Address Unit 2 17 Stanley Street
PEAKHURST, NSW, 2210

Policy Wording
Steadfast

COVERS FOR ALL SITUATIONS

Public and Products Liability

Limit of Liability
Limit of Liability - Public & Products Liability \$ 20,000,000
Additional Benefit
Property in Physical & Legal Control - Limit \$ 250,000

Imposed Conditions

Condition # 1
Name Engineering building and construction trades
Code LE28

Wording
1. an Excess of \$500 shall apply to each Occurrence of Property Damage. 2. We do not cover any liability: a) in connection with bridges; b) in connection with the demolition of buildings or structures exceeding ten metres in height; c) in connection with blasting; or d) the vibration, removal or weakening of or interference with support to land, buildings or any other property.

Condition # 2
Name Underground Services
Code LE38

Wording
We do not cover any liability arising out of or in any way connected with Personal Injury or Property Damage arising from work undertaken on or around underground services, pipes and cables of any kind unless prior to commencement of such works the Insured obtained and relied upon advice in printable form from the relevant authority as to their physical location of such services, pipes and cables.

Condition # 3
Name Restricted Industries Exclusion
Code LE54

Wording
We do not cover any liability arising directly or indirectly out of or caused by or in connection with Your Business activities performed within, for or on behalf of the aviation, defence, marine, mining, oil & gas production, petrochemical, power generation, rail and utilities industries.

Condition # 4

Insurance Australia Limited ABN 11 000 016 722 trading as CGU Insurance
General Enquiries no: 13 24 81 Claims Enquiries no: 13 24 80
Document template version: 02.36.00.00

Website: www.cgu.com.au
Page 1 of 2

Business Insurance Certificate of Currency



Policy Number: 15T4383002

Name	Custom/free-form
Code	VJ98
Wording	

** Excess: Non-Employee Labour - An excess of \$20,000 will apply for each and every claim relating to personal injury to any Sub-Contractor, Contractor and/or Labour Hire personnel. ***

Situation Details

Situation: Unit 2 17 Stanley Street PEAKHURST NSW 2210 (Principal)

Business Details

Carpenter

Interested Parties

No Interested Parties noted

This is to certify cover has been granted in terms of CGU's standard policy (a copy of which is available on request) and that cover is subject to the terms, conditions, exclusions and endorsements of that policy.

This certificate is not a substitute for the Policy of Insurance Issued. The policy, not this certificate, details the rights and obligations and the extent of your insurance cover.

Yours faithfully,

Commercial Underwriting

CGU Insurance

Lot 53



October 28, 2020

CERTIFICATE OF CURRENCY

In our capacity as Insurance Brokers to Harvey Norman Holdings Limited, we hereby certify that this undementioned insurance policy is current.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy detailed below, or assume continuity of the policy.

CLASS: Public & Products Liability

INSURED: Harvey Norman Holdings Limited and each subsidiary now existing or hereafter constituted or acquired or as further defined in the Policy and each financier, lessor and other party (including, where applicable, any "Relevant Franchisee) for whom Harvey Norman Holdings Limited or any one or more of its subsidiaries undertakes to insure under contract, all for their respective rights and interests (including any financier, lessor or other party that each "Relevant Franchisee undertakes to insure under contract, all for their respective rights and interests).
Relevant Franchisee refers to any independent franchisee that has been granted rights to use certain intellectual property rights (including one or more of the trade marks Harvey Norman®, Domayne® and Joyce Mayne®) owned by Harvey Norman Holdings Limited or any of its subsidiaries to conduct the retail business of that independent franchisee.

THE INTEREST OF: Landlords, financiers and/or any interested party where the above noted Insured(s) have a contractual obligation to provide insurance coverage.

PERIOD OF INSURANCE: 31st October 2020 to 31st October 2021
at 4:00pm Australian Eastern Standard Time

INTEREST INSURED: Insured's legal liability to pay damages or compensation in respect of:
(a) General Liability
(b) Pollution Liability
(c) Products Liability
(d) Errors & Omissions
As defined herein caused by an occurrence in connection the insured's business.

SITUATION: Worldwide excluding USA / Canadian domiciled operations

COMBINED LIABILITY LIMIT: AUD \$25,000,000 each occurrence and in the aggregate in respect of Public, Products and Advertising Injury

PRIMARY INSURER: Lloyds of London

POLICY NUMBER: B0190 PN1900643

Subject to the Terms and Conditions of the Policy.

A handwritten signature in black ink, appearing to read "John May".

John May – NIBA Fellow, QPIB
International Placement Manager Steadfast IRS
Duly authorised to sign on behalf of Underwriters at Lloyd's

The information contained on this certificate is for information purposes only and is provided to confirm that insurance coverage's are in place for the above noted Insured and interests. For full policy details, terms, conditions and extensions please refer to the policy documentation. Steadfast IRS Pty Ltd are duly authorised Brokers and are authorised to issue proof currency of insurance with the above noted insurer.

Lot 53



PO Box 872 Parramatta NSW 2124
ASN 81 943 830 170
Tel: 13 32 29 | www.fairtrading.nsw.gov.au



Shree
IN HOME SOLUTIONS PTY LTD
Level 1, 84-86 O'Riordan Street
ALEXANDRIA NSW 2015

Receipt No: 1-7989861448
Receipt Date: 07/11/2023
Receipt Amount: \$1600.82
Licence Number: 1

Note: This is also a Tax invoice. Please retain this letter for future tax purposes if required

Dear Licence Holder,

Please find attached your Contractor Licence card under the Home Building Act 1989 (The Act).

Your rights as a Contractor Licence holder are:

- You may contract and advertise to carry out work for which the licence has been issued;
- You have access to the NSW Civil and Administrative Tribunal to resolve disputes with licensed contractors, suppliers, manufacturers and consumers.

Your statutory responsibilities as a Contractor Licence Holder are:

- All work where the reasonable market value of the combined labour and material costs exceed \$5,000 must have a written contract;
- All contracts must show the names of the contractor and the consumer and must include the licence holder's name, licence number, contract price, plans and specifications (where applicable) and relevant warranties required by the Act. You can download a contract for free from the Fair Trading website;
- You are not permitted to request a deposit for more than 10% of the contract price;
- Individuals holding a licence as a Builder or Swimming Pool Builder must do Continuing Professional Development (CPD) to renew their licence. Details can be found on the Fair Trading website.

This licence is valid until the expiry date shown and is renewable upon application. A renewal notice will be forwarded to you in advance of the expiry date. The licence will remain current until the expiry date specified unless it is either suspended, cancelled or surrendered.



Please detach and sign immediately
to ink in the space provided on the
card.

PLEASE SEE OVER FOR MORE IMPORTANT INFORMATION

Lot 53



**icare[™]
workers
insurance**

certificate of currency nsw

issue date

23/05/2020

print date

24/05/2020

Scot Manzius
IN HOME SOLUTIONS PTY LIMITED ATF
IN HOME SOLUTIONS NO 2 TRUST
C/- McDonald Ross Level 14 37 York
Street
Sydney NSW 2000

Dear Scot

statement of coverage

valid until

30/06/2021

policy number

103976501

legal name

IN HOME SOLUTIONS PTY LIMITED ATF IN HOME SOLUTIONS NO
2 TRUST

trading name

abn

acn

096 626 836

industry classification number (WIC)

525900 Retailing nec

**number of
workers***

16

wages/units*

\$1,475,143.45

* Number of workers includes contractors/deemed workers
+ Total wages/units estimated for the current period.

important information

Principals relying on this certificate should ensure it is accompanied by a statement under section 175B of the *Workers Compensation Act 1987 (NSW)*. Principals should also check and satisfy themselves that the information is correct and ensure that the proper workers compensation insurance is in place, i.e. compare the number of employees on site to the average number of employees estimated; ensure that the wages are reasonable to cover the labour component of the work being performed; and confirm that the description of the industry/industries noted is appropriate. A principal contractor may become liable for any outstanding premium of the sub-contractor if the principal has failed to obtain a statement or has accepted a statement where there was reason to believe it was false.

Yours faithfully,

Jason McLaughlin
General Manager, Workers Compensation - Underwriting
icare workers insurance

Lot 53

**In Home Solutions Pty Ltd trading as
Domayne Bathroom & Kitchen Design Alexandria**

**A.B.N. 60637528279 Lic No 131206C
24 O'Jordan St Alexandria NSW 2015**

Waterproofing Guarantee/Warranty

Domayne Bathroom & Kitchen Design Alexandria offers a 7 year warranty on all waterproofing.

We certify that all waterproofing work carried out to all bathrooms and laundries will comply with the Building Code of Australia – BCA96 Housing Provisions (part 3.8.1.1, B, A) and Australian Standards (AS3740-2010)

Certificate – A waterproofing certificate will be issued on completion of the work.

Note – our 7 year warranty is longer than the government mandated guarantee of 6 years.

Special by-law no. 21 – Works lot 32

Common Property Rights By-Law for Works by Owner of Lot 32

Part A

Definitions and Interpretation

1.1 In this by-law:

- (a) **"Act"** means the *Strata Schemes Management Act 2015* (NSW).
- (b) **"Council"** means the local council within whose boundaries the Owners Corporation is located and, where relevant, includes an accredited certifier under the *Environmental Planning and Assessment Act 1979* (NSW).
- (c) **"Exclusive Use Area"** means the common property areas reasonably required to retain the Works once complete.
- (d) **"Insurance"** means:
- (i) contractors' all risks insurance cover with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
 - (ii) insurance under the *Home Building Act 1989* (NSW), if required by law; and
 - (iii) workers' compensation insurance, if required by law.
- (e) **"Lot"** means lot 32 in Strata Plan No. 55982.
- (f) **"Owner"** means the owner of the Lot (32) for the time being and that owner's successors in title.
- (g) **"Owners Corporation"** means the owners corporation created by the registration of strata plan no. 55982.
- (h) **"Strata Scheme"** means the strata scheme in respect of which this by-law applies.
- (i) **"Works"** means the following works to the Lot's bathroom: Lot 32

Scope of Work

- Renovation main bathroom and ensuite bathroom
- Demolish back to bare walls and slab
- Raise and install a new ceiling
- Install new waterproofing.
- Full re-tiling of bathroom floor and walls.
- Replacement of shower unit frame and door.
- Replacement of bath, toilet unit, vanity unit, cabinet and sink as needed
- Install new exhaust fans.

1.2 In this by-law:

- (a) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same;
- (b) words importing the singular number include the plural and vice versa;

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

(d) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law;

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

(f) a reference to a body, whether statutory or not which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and

(g) if at any time any provision of this by-law is or becomes illegal, invalid, unenforceable or void in any respect, that provision will be ignored, read down or severed so far as is possible in order to uphold the legality, validity and enforceability of the remaining provisions of this by-law.

Part B

Grant of Rights to Owner

2.1 Subject to compliance with the conditions referred to in Part C of this by-law, the Owner:

(a) is authorised by the Owners Corporation pursuant to section 108 of the Act to add to, alter and erect new structures on the common property to carry out the Works;

(b) is granted the special privilege to undertake and retain the Works; and

(c) is granted exclusive use of the Exclusive Use Area.

Part C

By-Law Conditions

Prior to commencement of the Works

3.1 Prior to commencement of the Works, the Owner must

(a) if Council consent is required, provide evidence to the Owners Corporation that the required consent from Council has been obtained.

(b) cause Insurance to be effected and maintained;

(c) provide to the Owners Corporation the licence details of their tradespersons or contractors who will be carrying out the Works;

(d) obtain the Owners Corporation's written approval; and

(e) provide their written consent to the making of this by-law pursuant to sections 108(5) and 143 of the Act.

During the conduct of the Works

3.2 In carrying out the Works, the Owner must:

(a) where any work undertaken includes waterproofing then the Owner must ensure that at their cost the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly licensed applicator and that they provide the Owners Corporation with certification of same in favour of the Owners Corporation within 14 days of completion of the waterproofing;

- (b) cause Insurance to be effected and maintained for the duration of the Works;
- (c) use duly licensed tradespersons or contractors to conduct the Works;
- (d) where applicable, comply with any condition or requirement of Council;
- (e) ensure that the Works are carried out in a proper and workmanlike manner;
- (f) use best quality and appropriate materials;
- (g) ensure that the Works comply with the current Building Code of Australia, all pertinent Australian Standards and the law;
- (h) ensure that the Works are installed in accordance with the manufacturer's instructions and specifications;
- (i) not allow the obstruction of reasonable use of the common property areas of the Strata Scheme in the course of the Works by building materials, tools, machines, debris or motor vehicles;
- (j) comply with any reasonable direction or requirement of the Owners Corporation concerning the transportation of all construction materials, equipment, debris and other material including the means of entering and leaving the building for tradesmen, building materials, tools and debris;
- (k) protect all affected areas of the building outside the Works from damage relating to the Works or the transportation of construction materials, equipment and debris in a manner reasonably acceptable by the Owners Corporation;
- (l) ensure that all areas of the building outside the Lot will be kept clean and tidy throughout the performance of the Works;
- (m) ensure that the Works are performed during times approved by the Owners Corporation and the Owner must not carry out the Works on Sunday or on days which fall on a public holiday;
- (n) make sure that jack hammers are only used between 9:00am and 3:00pm, Monday to Friday and are not used on weekends or public holidays;
- (o) ensure that the Works do not create any noise that causes discomfort, disturbance or interference with activities of any other resident of the building;
- (p) ensure that debris will be removed immediately from the building during the Works;
- (q) must comply with the requirements of the Owners Corporation to comply with any bylaws and any relevant statutory authority concerning the performance of the Works;
- (r) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner, other than as approved in this by-law and if this happens, the Owner must promptly rectify that interference or damage and at its own cost;
- (s) not vary the Works without first obtaining the consent in writing from the Owners Corporation;
- (t) perform the Works within a period of 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- (u) ensure that no tradesperson's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary;

(v) clean any part of the common property affected by the Works on a daily basis and keep all of those parts of the common property clean, neat and tidy during the Works;

(w) remove rubbish from the building arising as a result of the Works daily and dispose of the rubbish in a manner approved by the Owners Corporation and not, unless approved in writing by the Owners Corporation, in any of the rubbish bins for the building;

(x) make sure that no building materials or refuse of any kind are stored on the common property; and

(y) not allow waste or skip bins to be placed on or near the common property without the prior written consent of the Owners Corporation.

After the Conduct of the Works

3.3 After the Works have been completed, the Owner must:

(a) promptly notify the Owners Corporation that the Works have been completed

(b) promptly notify the Owners Corporation that all damage, if any, to lots and common property caused by the Works and not permitted by this by-law have been rectified and, if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lots or common property have been completed in accordance with the terms of this by-law; and

(c) if requested by the Owners Corporation, provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

Lot Owner's Enduring Obligations

3.4 The Owner:

(a) is responsible for the cost of the Works;

(b) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;

(c) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works and must also renew or replace the Works where necessary;

(d) must at the Owner's own cost repair any damage to common property arising out of the Works and, if applicable, reinstate the common property;

(e) must at the Owner's own cost repair any damage to the property of the owner or occupier of another Lot arising out of the Works;

(f) to the extent permitted by law, indemnifies the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works.

3.5 The Works will always remain the property of the Owner.

Part D Owners Corporation's Consent

4.1 The Owners Corporation must provide its consent to the lodgement of and affix the Owners Corporation's common seal to any application for development approval in relation to the Works, to any section 4.55 modification application of development approval in relation to the Works, to any complying development certificate in relation to the Works and to any construction certificate in relation to the Works as contemplated by the *Environmental Planning and Assessment Act 1979* as soon as possible after being requested to do so by the Owner

Part E Breach of this by-law

5.1 If the Owner fails to comply or breaches any part of this by-law, then the Owners Corporation may request in writing that the Owner complies or rectifies the breach within 14 days or such other longer period as specified in the notice.

5.2 If the Owner fails to comply with the request in clause 5.1, without prejudice to any other rights:

(a) the Owners Corporation may, by its agents, employees and contractors, carry out all works necessary to perform that obligation;

(b) subject to the provisions of the Act, the Owners Corporation may, by its agents, employees and contractors, enter upon any part of the Lot to carry out that work; and

(c) the Owners Corporation may recover as a debt any amounts payable by an Owner pursuant to this bylaw, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate of 10% per annum, and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

Special by-law no. 22 – Works lot 4

Common Property Rights By-Law for Works by Owner of Lot 4

Part A Definitions and Interpretation

1 In this by-law:

(a) "**Act**" means the *Strata Schemes Management Act 2015* (NSW).

(b) "**Council**" means the local council within whose boundaries the Owners Corporation is located and, where relevant, includes an accredited certifier under the *Environmental Planning and Assessment Act 1979* (NSW).

(c) "**Exclusive Use Area**" means the common property areas reasonably required to retain the Works once complete.

(d) "**Insurance**" means:

(i) contractors' all risks insurance cover with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);

(ii) insurance under the *Home Building Act 1989* (NSW), if required by law; and

(iii) workers' compensation insurance, if required by law.

(e) "**Lot**" means lot 4 in Strata Plan No. 55982.

(f) **"Owner"** means the owner of the Lot (4) for the time being and that owner's successors in title.

(g) **"Owners Corporation"** means the owners corporation created by the registration of strata plan no. 55982.

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

(i) **"Works"** means the following works to the Lot's bathroom: Lot 4

- Remove old walls and floors tiles
- Remove vanity, toilet and shower screen/tipping fee included
- Capping all pipes (if any damaged pipe we replace)
- Waterproof floor and shower area
- Bedding floor with sand cements
- Render walls if need it
- Waterproof two coats after bedding done
- Re-tile walls and floor (wall tile 300x600, floor tile 300x300)
- Re-grout walls and floor
- Fit and supply new shower screen
- Fit toilet, vanity, basin mixer, wall shower mixer, shower head, washing machine tap, laundry tub, laundry tapes and accessories
- Plumbing and Materials

1.2 In this by-law:

(j) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same;

(k) words importing the singular number include the plural and vice versa;

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

(m) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law;

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

(o) a reference to a body, whether statutory or not which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and

(p) if at any time any provision of this by-law is or becomes illegal, invalid, unenforceable or void in any respect, that provision will be ignored, read down or severed so far as is possible in order to uphold the legality, validity and enforceability of the remaining provisions of this by-law.

Part B

Grant of Rights to Owner

2.1 Subject to compliance with the conditions referred to in Part C of this by-law, the Owner:

(a) is authorised by the Owners Corporation pursuant to section 108 of the Act to add to, alter and erect new structures on the common property to carry out the Works;

(b) is granted the special privilege to undertake and retain the Works; and

(c) is granted exclusive use of the Exclusive Use Area.

Part C

By-Law Conditions

Prior to commencement of the Works

3.1 Prior to commencement of the Works, the Owner must:

- (a) if Council consent is required, provide evidence to the Owners Corporation that the required consent from Council has been obtained;
- (b) cause Insurance to be effected and maintained;
- (c) provide to the Owners Corporation the licence details of their tradespersons or contractors who will be carrying out the Works;
- (d) obtain the Owners Corporation's written approval; and
- (e) provide their written consent to the making of this by-law pursuant to sections 108(5) and 143 of the Act.

During the conduct of the Works

3.2 In carrying out the Works, the Owner must:

- (a) where any work undertaken includes waterproofing then the Owner must ensure that at their cost the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly licensed applicator and that they provide the Owners Corporation with certification of same in favour of the Owners Corporation within 14 days of completion of the waterproofing;
- (b) cause Insurance to be effected and maintained for the duration of the Works;
- (c) use duly licensed tradespersons or contractors to conduct the Works;
- (d) where applicable, comply with any condition or requirement of Council;
- (e) ensure that the Works are carried out in a proper and workmanlike manner;
- (f) use best quality and appropriate materials;
- (g) ensure that the Works comply with the current Building Code of Australia, all pertinent Australian Standards and the law;
- (h) ensure that the Works are installed in accordance with the manufacturer's instructions and specifications;
- (i) not allow the obstruction of reasonable use of the common property areas of the Strata Scheme in the course of the Works by building materials, tools, machines, debris or motor vehicles;
- (j) comply with any reasonable direction or requirement of the Owners Corporation concerning the transportation of all construction materials, equipment, debris and other material including the means of entering and leaving the building for tradesmen, building materials, tools and debris;
- (k) protect all affected areas of the building outside the Works from damage relating to the Works or the transportation of construction materials, equipment and debris in a manner reasonably acceptable by the Owners Corporation;

- (l) ensure that all areas of the building outside the Lot will be kept clean and tidy throughout the performance of the Works;
- (m) ensure that the Works are performed during times approved by the Owners Corporation and the Owner must not carry out the Works on Sunday or on days which fall on a public holiday;
- (n) make sure that jack hammers are only used between 9:00am and 3:00pm, Monday to Friday and are not used on weekends or public holidays;
- (o) ensure that the Works do not create any noise that causes discomfort, disturbance or interference with activities of any other resident of the building;
- (p) ensure that debris will be removed immediately from the building during the Works;
- (q) must comply with the requirements of the Owners Corporation to comply with any bylaws and any relevant statutory authority concerning the performance of the Works;
- (r) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner, other than as approved in this by-law and if this happens, the Owner must promptly rectify that interference or damage and at its own cost;
- (s) not vary the Works without first obtaining the consent in writing from the Owners Corporation;
- (t) perform the Works within a period of 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- (u) ensure that no tradesperson's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary;
- (v) clean any part of the common property affected by the Works on a daily basis and keep all of those parts of the common property clean, neat and tidy during the Works;
- (w) remove rubbish from the building arising as a result of the Works daily and dispose of the rubbish in a manner approved by the Owners Corporation and not, unless approved in writing by the Owners Corporation, in any of the rubbish bins for the building;
- (x) make sure that no building materials or refuse of any kind are stored on the common property; and
- (y) not allow waste or skip bins to be placed on or near the common property without the prior written consent of the Owners Corporation.

After the Conduct of the Works

3.3 After the Works have been completed, the Owner must:

- (a) promptly notify the Owners Corporation that the Works have been completed;
- (b) promptly notify the Owners Corporation that all damage, if any, to lots and common property caused by the Works and not permitted by this by-law have been rectified and, if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lots or common property have been completed in accordance with the terms of this by-law; and

(c) if requested by the Owners Corporation, provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

Lot Owner's Enduring Obligations

3.4 The Owner:

(a) is responsible for the cost of the Works;

(b) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;

(c) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works and must also renew or replace the Works where necessary;

(d) must at the Owner's own cost repair any damage to common property arising out of the Works and, if applicable, reinstate the common property;

(e) must at the Owner's own cost repair any damage to the property of the owner or occupier of another Lot arising out of the Works;

(f) to the extent permitted by law, indemnifies the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works.

3.5 The Works will always remain the property of the Owner.

Part D

Owners Corporation's Consent

4.1 The Owners Corporation must provide its consent to the lodgement of and affix the Owners Corporation's common seal to any application for development approval in relation to the Works, to any section 4.55 modification application of development approval in relation to the Works, to any complying development certificate in relation to the Works and to any construction certificate in relation to the Works as contemplated by the Environmental Planning and Assessment Act 1979 as soon as possible after being requested to do so by the Owner.

Part E

Breach of this by-law

5.1 If the Owner fails to comply or breaches any part of this by-law, then the Owners Corporation may request in writing that the Owner complies or rectifies the breach within 14 days or such other longer period as specified in the notice.


5.2 If the Owner fails to comply with the request in clause 5.1, without prejudice to any other rights:

(a) the Owners Corporation may, by its agents, employees and contractors, carry out all works necessary to perform that obligation;

(b) subject to the provisions of the Act, the Owners Corporation may, by its agents, employees and contractors, enter upon any part of the Lot to carry out that work; and

(c) the Owners Corporation may recover as a debt any amounts payable by an Owner pursuant to this bylaw, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate of 10% per annum, and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

The seal of The Owners – Strata Plan No. 55982
was affixed on 19 May 2022
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: 

Electronic signature of me, Matilda Halliday affixed by me on 19 May 2022
Strata Managing Agent, GK Strata Management Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

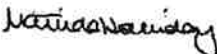
Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 19 May 2022
Solicitor, Kemps Petersons Legal Pty Ltd

Approved Form 23

Attestation

The common seal of the Owners – Strata Plan No 55982 was affixed on 19 May 2022 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: 

Electronic signature of me, Matilda Halliday affixed by me on 19 May 2022
Strata Managing Agent, GK Strata Management Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 19 May 2022
Solicitor, Kemps Petersons Legal Pty Ltd

INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Applicant: INFOTRACK PTY LIMITED

Your reference: 24/40058

Address of property: 172-190 Riley Street , DARLINGHURST NSW 2010

Owner: THE OWNERS - STRATA PLAN NO 55982

Description of land: Lot 111 DP 869074, Lots 1-66 SP 55982

Certificate No.: 2024301338

Certificate Date: 21/02/24

Receipt No:

Fee: \$62.00

Paid: 21/02/24

Title information and the description of land are provided from data supplied by the Valuer General and shown where available.



Issuing Officer
per **Monica Barone**
Chief Executive Officer

CERTIFICATE ENQUIRIES:
Ph: 9265 9333

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT, 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021, CLAUSES (1) - (2).**

DEVELOPMENT CONTROLS

The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.

ZONING

Zone MU1 Mixed Use (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To ensure land uses support the viability of nearby centres.
- To integrate suitable business, office, residential, retail and other land uses in accessible locations that maximise public transport patronage and encourage walking and cycling.

2 Permitted without consent

Home occupations

3 Permitted with consent

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item 2 or 4

4 Prohibited

Extractive industries; Heavy industrial storage establishments; Heavy industries; Pond-based aquaculture

PROPOSED ZONING

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

**Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012
NSW Legislation Website.**

Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)

HERITAGE

State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application form or by downloading the application form from

www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

State Environmental Planning Policy No. 55 – Remediation of Land

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all

remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Housing) 2021

The principles of this Policy are as follows:

- (a) enabling the development of diverse housing types, including purpose-built rental housing,
- (b) encouraging the development of housing that will meet the needs of more vulnerable members of the community, including very low to moderate income households, seniors and people with a disability,
- (c) ensuring new housing development provides residents with a reasonable level of amenity,
- (d) promoting the planning and delivery of housing in locations where it will make good use of existing and planned infrastructure and services,
- (e) minimising adverse climate and environmental impacts of new housing development,
- (f) reinforcing the importance of designing housing in a way that reflects and enhances its locality,
- (g) supporting short-term rental accommodation as a home-sharing activity and contributor to local economies, while managing the social and environmental impacts from this use,

- (h) mitigating the loss of existing affordable rental housing.

State Environmental Planning Policy (Planning Systems) 2021

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure.
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment.
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This SEPP contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.
- provisions to protect the environment of the Hawkesbury-Nepean River system.
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Resilience and Hazards) 2021

This SEPP contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016.
- to manage hazardous and offensive development.
- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Transport and Infrastructure) 2021

This SEPP contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery.
- for child-care centres, schools, TAFEs and Universities.
- planning controls and reserves land for the protection of three corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line).
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

State Environmental Planning Policy (Industry and Employment) 2021

This SEPP contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Resources and Energy) 2021

This SEPP contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW.
- which aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area by identifying land which contains extractive material of regional significance.

State Environmental Planning Policy (Precincts—Eastern Harbour City) 2021

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in the Eastern Harbour City. This city is based the strategic planning vision of the ‘three cities’ regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Sustainable Buildings) 2022

Encourages the design and delivery of more sustainable buildings across NSW. It sets sustainability standards for residential and non-residential development and starts the process of measuring and reporting on the embodied emissions of construction materials.

The standards for energy use that apply to large commercial development contained in the SEPP do not apply to land in the City of Sydney LGA except to the extent the development relates to prescribed serviced apartments.

(3) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2020 – in operation 26 th November 2021	NO
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 st July 2016	YES
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 th May 2007	NO

Notes:

- An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1st July 2021.
- The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies. Housing and Productivity Contributions may be payable to the NSW Government for certain new development. Details of these contributions are available here: <https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system#housing-and-productivity-contribution>. Inquiries can be directed to the NSW Government through this email address: hpc.enquiry@planning.nsw.gov.au

(4) Complying Development

- (1) If the land is land on which complying development may be carried out under each of the complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of complying development. Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Clause 1.12 does not apply to the land in the City of Sydney LGA

Housing Code & Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**.

<ul style="list-style-type: none"> ▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i>. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i>. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)a. or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard. 	NO

<ul style="list-style-type: none"> ▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code) 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998. 	NO

Housing Internal Alterations Code

Complying development under the Housing Alterations Code **may** be carried out on the land.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

Subdivisions Code

Complying development under the Subdivisions Code **may** be carried out on the land.

Rural Housing Code

The Rural Housing Code does not apply to this Local Government Area.

General Development Code

Complying development under the General Development Code **may** be carried out on the land.

Demolition Code

Complying development under the Demolition Code **may** be carried out on the land.

(5) Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.
- (2) If exempt development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of exempt development. Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

Clause 1.12 does not apply to the land in the City of Sydney LGA

All Exempt and Complying Development Codes

Exempt development under each of the exempt development codes **may** be carried out on the land.

(6) Affected building notices and building product rectification orders

- (1)
 - (a) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.
 - (b) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

- (c) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(2) In this section:

affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

(7) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(8) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land is **not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(8) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land is **not** affected by any road widening or road realignment under any planning instrument.

(9) Flood related development controls information.

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Property is within the flood planning area	NO
Property is outside the flood planning area	NO
Property is within a buffer zone	UNKNOWN

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Property is between the flood planning area and probable maximum flood.	YES
Property is outside the flood planning area and probable maximum flood	NO
Property is within a buffer zone	NO

(3) In this section

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

(10) Council and other public authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Loose-fill asbestos insulation

Not Applicable.

(13) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 2017.

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

Not Applicable.

(16) Biodiversity Stewardship sites

Not Applicable.

(17) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(18) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(19) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before 1 January 2011.

(20) Western Sydney Aerotropolis

Not Applicable.

(21) Development consent conditions for seniors housing

State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 does not apply to the land to which the certificate relates.

(22) Site compatibility certificates and development consent conditions for affordable rental housing

- (1) The land to which the certificate relates is not subject to a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, and is not subject to a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

- (2) State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 does not apply to the land which the certificate relates.
- (3) The land to which the certificate relates is not subject to any conditions of development consent in relation to land of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).
- (4) In this section:

former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

Note. The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

- (a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.
- (b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.
- (c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.
- (d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.
- (e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act. Planning certificate section 10.7 (2), local planning controls are available online at www.cityofsydney.nsw.gov.au

**General Enquiries:
Telephone: 02 9265 9333**

**Town Hall House
Level 2
Town Hall House
456 Kent Street**

Sydney

8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:

Chief Executive Officer
City of Sydney
G.P.O. Box 1591
Sydney NSW 2000

End of Document

Sewer Service Diagram

Application Number: 8003166636

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of *City of Sydney (Surry Hills)*

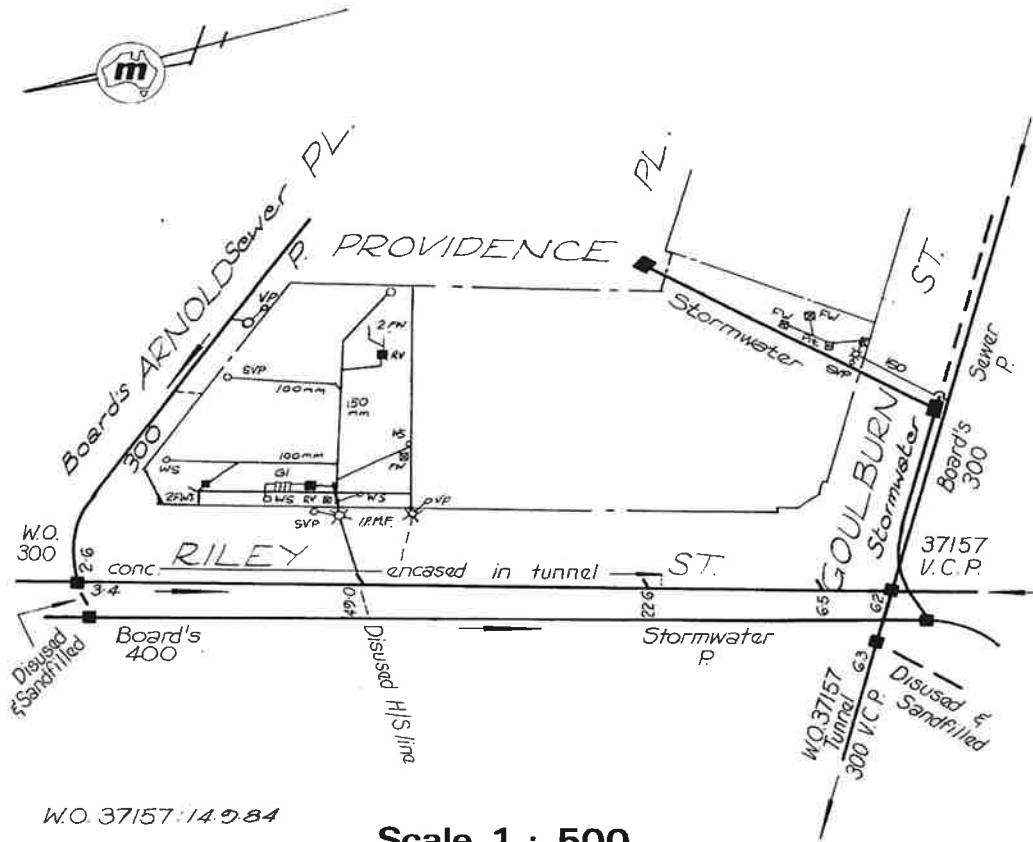
No. **253299**

SYMBOLS AND ABBREVIATIONS

□ Boundary Trap	■ R.V. Reflux Valve	I.P. Induct Pipe	Bsn. Basin
■ Pit	⊖ Cleaning Eye	M.F. Mica Flap	Shr. Shower
■ G.I. Grease Interceptor	○ Vert. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
■ Gully	○ V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
⊗ P.T. P. Trap	○ S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
⊗ R.S. Reflux Sink	D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine
⊗ Inspection Shaft			

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer



W.O. 37157:14.9.84

Scale 1 : 500

RATE No. W.C.s U.C.s 19
SHEET No. **3824** OFFICE USE ONLY For Engineer House Services

DRAINAGE			BRANCH OFFICE		PLUMBING	
W.C.	Supervised by	Date	Date	HL	Supervised by	Date
Bth.	Inspector	/ /	/ /		Inspector	/ /
Shr.						
Bsn.	Chief Inspector	/ /			Inspector	/ /
K.S.						
T.	Tracing Checked	/ /			Inspector	/ /
Plg.						
Dge. Int.		/ /				/ /
Dge. Ext.		/ /				/ /

Boundary Trap is/ is not required

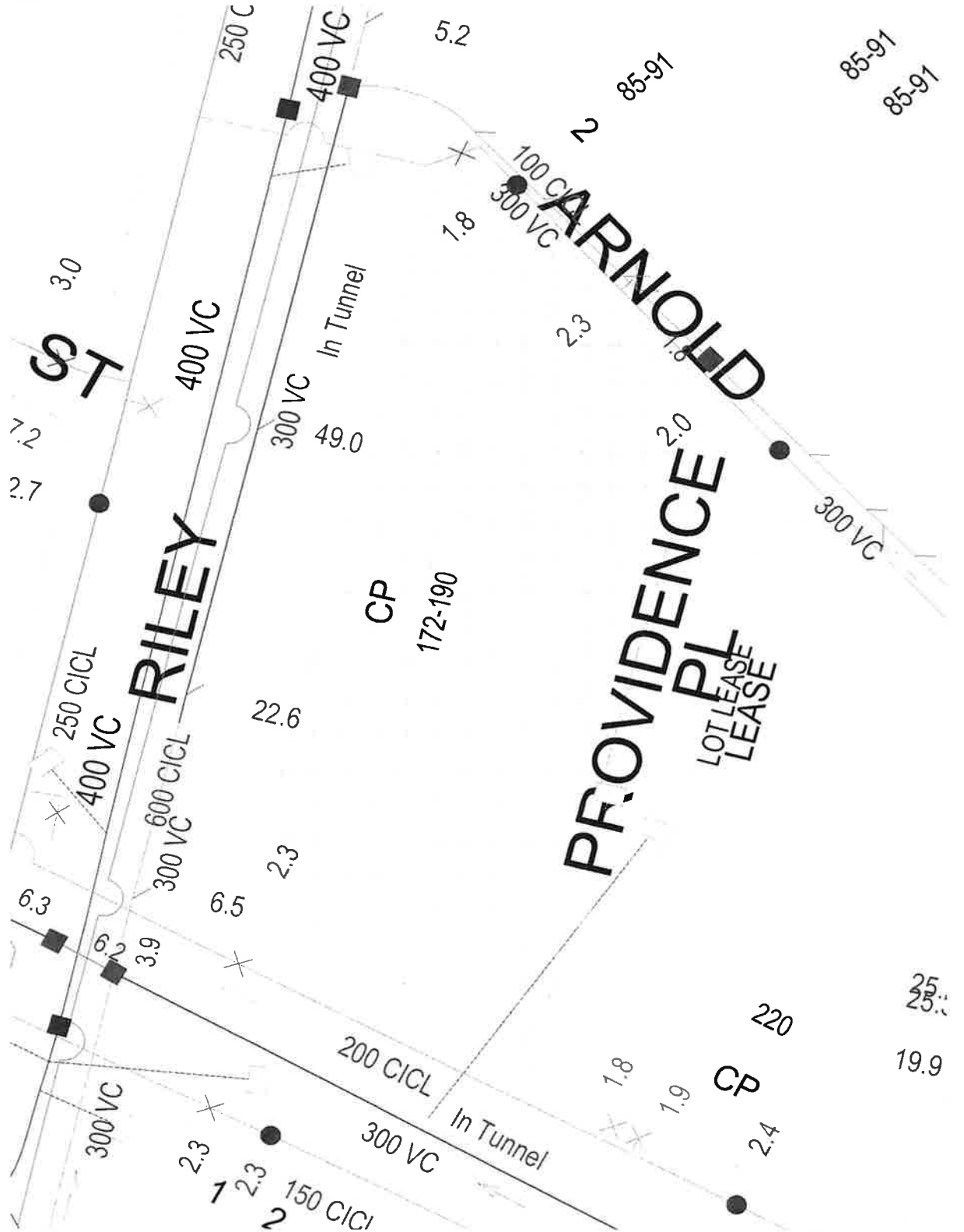
1291-046
163-531
935-481
360-134
235-G29

Document generated at 21-02-2024 10:00:12 AM

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Service Location Print
Application Number: 8003166595



Document generated at 21-02-2024 09:50:52 AM

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

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**.



Standard Form Agreement

Standard form residential tenancy agreement

Schedule 1

Important information

Please read this before completing the residential tenancy agreement (the **Agreement**).

- 1 This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 2010, so please read all terms **and** conditions carefully.
- 2 If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
- 3 If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
- 4 The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

This agreement is made on

14 September 2022 at **Eveleigh, 2015**

between **Timothy Rocke** and **GEORGE & GINA KARALIS**

Landlord

GEORGE & GINA KARALIS
ggkaralis@optusnet.com.au

Note. These details must be provided for landlord(s), whether or not there is a landlord's agent.

Tenants

Timothy Rocke
p: +61 426 700 915
e: tim.rocke92@gmail.com

Landlord's Agent Details

Oxford Agency
40 Flinders Street, Darlinghurst NSW 2010
p: +61 293 312 180, e: accounts@oxfordagency.com.au

Tenant's Agent Details

Not Applicable

Term of Agreement

The term of this agreement is -

- 6 months
- 12 months
- 2 years
- 3 years
- 5 years
- Other (please specify) 52 weeks
- Periodic (No End Date)

Starting on **the 23rd of September 2022** and ending on **the 21st of September 2023**

Note. For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.

Residential premises

705/172 RILEY STREET, SURRY HILLS NSW 2010

The residential premises include:

[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]

Nil

Rent

The rent is **\$585.00 per week**, payable in advance starting on **the 23rd of September 2022**

Note. Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

The method(s) by which the rent must be paid:

a. by electronic funds transfer (EFT):

BSB Number	062220
Account Number	00129550
Account name	Oxford Real Estate Trust Account
Bank name	Commonwealth Bank
Payment reference	102052

Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

Rental Bond

[Cross out if there is not going to be a bond]

A rental bond of **\$2340.00** must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- the landlord or another person, or
 the landlord's agent, or
 NSW Fair Trading through Rental Bonds Online

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

Occupants

No more than 1 person(s)

No more than 1 person(s) may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Electrician

Kris Dawson, All Trades Pty Ltd
p: 0410 297 114

Plumber

Lane Endicott, LME Plumbing Pty Ltd
p: 0432 614 511

Locksmith

Ronnie Srour, CBD Locksmiths
p: 0417 468 227

Utilities

Is electricity supplied to the premises from an embedded network?

Yes No

Is gas supplied to the premises from an embedded network?

Yes No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Water usage

Will the tenant be required to pay separately for water usage? If yes, see clauses 12 and 13.

Yes No

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

Hardwired smoke alarm

Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

Yes No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced: **9v**

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

Yes No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced.

If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

Yes No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

Yes No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically [optional]

[Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the Residential Tenancies Act 2010 being given or served on them by email. The Electronic Transactions Act 2000 applies to notices and other documents you send or receive electronically.

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

Landlord

Does the landlord give express consent to the electronic service of notices and documents?

Yes No

If yes, see clauses 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Email: accounts@oxfordagency.com.au

Tenant

Does the tenant give express consent to the electronic service of notices and documents?

Yes No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Email: tim.rocke92@gmail.com

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for **signing**.

Tenancy laws

The Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2019 apply to this agreement. Both the landlord and the tenant must comply with these laws.

The Agreement

Right to occupy the premises

1 The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under **'Residential Premises'**.

Copy of agreement

2 The landlord agrees to give the tenant:

- 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
- 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

Rent

3 The tenant agrees:

- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4 The landlord agrees:

- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note: The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

Rent increases

5 The landlord and the tenant agree that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note: Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6 The landlord and the tenant agree that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

7 The landlord and the tenant agree:

- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

Rent reductions

8 The landlord and the tenant agree that the rent abates if the residential premises:

- 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 8.2 cease to be lawfully usable as a residence, or
- 8.3 are compulsorily appropriated or acquired by an authority.

9 The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

Payment of council rates, land tax, water and other charges

10 The landlord agrees to pay:

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a

water supply service to separately metered residential premises, and

- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11 The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
 - 11.6.1 are separately metered, or
 - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. Separately metered is defined in the Residential Tenancies Act 2010.

12 The landlord agrees that the tenant is not required to pay water usage charges unless:

- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the

water supply authority, and

- 12.4 the residential premises have the following water efficiency measures:
 - 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
 - 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
 - 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
 - 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.
- 13 **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

Possession of the premises

14 The landlord agrees:

- 14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

Tenant's right to quiet enjoyment

15 The landlord agrees:

- 15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

Use of the premises by tenant

16 The tenant agrees:

- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2 not to cause or permit a nuisance, and
- 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17 The tenant agrees:

- 17.1 to keep the residential premises reasonably clean, and
- 17.2 to notify the landlord as soon as practicable of any damage to the

residential premises, and

- 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

18 The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note: Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

Landlord's general obligations for residential premises

19. The landlord agrees:

- 19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- (a) are in a reasonable state of repair, and
- (b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and
- (c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and
- (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

Urgent repairs

20 The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: The type of repairs that are "urgent repairs" are defined in the Residential Tenancies Act 2010 and are defined as follows-

- (a) a burst water service,

- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

Sale of the premises

21 The landlord agrees:

- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22 The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23 The landlord and the tenant agree:

- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

Landlord's access to the premises

24 The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.

25 The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

26 The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

27 The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

Publishing photographs or visual recordings

28 The landlord agrees: that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of Residential Tenancies Act 2010 for when a photograph or visual recording is published.

29 The tenant agrees: not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the Residential Tenancies Act 2010, it is not unreasonable for the tenant to withhold consent.

Fixtures, Alterations, additions or renovations to the premises

30 The tenant agrees:

- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and
- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31 The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature,

Note. The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person,

Locks and security devices

32 The landlord agrees:

- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change,

33 The tenant agrees:

- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
 - 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
- 34** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

Transfer of tenancy or sub-letting by tenant

35 The landlord and the tenant agree that:

- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.

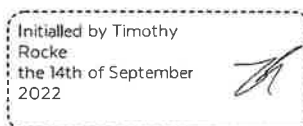
36 The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

Change in details of landlord or landlord's agent

37 The landlord agrees:

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

Copy of certain by-laws to be provided



[Cross out if not applicable]

38 The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015.

39 The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.

Mitigation of loss

- 40** The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

Rental bond

[Cross out this clause if no rental bond is payable]

- 41** The landlord agrees that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1** details of the amount claimed, and
 - 41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and
 - 41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

Smoke alarms

42 The landlord agrees to:

- 42.1** ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6** repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7** reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out.

Note 1. Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm

43 The tenant agrees

- 43.1** to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2** that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3** to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.


- 44** The landlord and the tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

Swimming pools

[Cross out this clause if there is no swimming pool]

Initialed by Timothy
Rocke
the 14th of September
2022



- 45** ~~The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises:~~

~~*[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots.]*~~

- 46** The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:
 - 46.1** the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
 - 46.2** a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

Loose-fill asbestos insulation

47 The landlord agrees:

- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

Combustible cladding

48 The landlord agrees: that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

Significant health or safety risks

49 The landlord agrees: that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

Electronic service of notices and other documents

50 The landlord and the tenant agree:

- 50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or

otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

- 50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

Break fee for fixed term of not more than 3 years

51 The tenant agrees: that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

- 51.1 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

52 The landlord agrees: that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

Note. Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

Additional Terms

Initialed by Timothy
Rocke
the 14th of September
2022



[Additional terms may be included in this agreement if:


- a. **both the landlord and tenant agree** to the terms, and
- b. they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and
- c. they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

Additional term – pets

[Cross out this clause if not applicable]

Initialed by Timothy
Rocke
the 14th of September
2022



53 ~~The landlord agrees that the tenant may keep the following animal on the residential premises
[specify the breed, size etc]~~

54 ~~The tenant agrees:~~

- 54.1 ~~to supervise and keep the animal within the premises, and~~
- 54.2 ~~to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and~~
- 54.3 ~~to ensure that the animal is registered and micro-chipped if required under law, and~~
- 54.4 ~~to comply with any council requirements.~~

55 ~~The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.~~

56 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.

Additional term - Rent increases during the fixed term

57 If the details in this clause 57 have been completed, then the parties agree to increase rent during the fixed term of the agreement as follows

57.1 on ____/____/____, rent is to be increased to \$____ per ____

58 If the details in this clause 58 have been completed, then the parties agree to increase rent during the fixed term of the agreement using the following method: [insert method of calculation]

[For a Fixed Term of less than 2 years]

Note: The rent payable under a fixed term agreement for a fixed term of less than 2 years must not be increased during the fixed term unless the agreement specifies the increased rent or the method of calculating the increase.

[For a Fixed Term of 2 years or more]

Note: The rent payable under a residential tenancy agreement may be

increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable. Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months and may be increased whether or not the agreement specifies the increased rent or the method of calculating the increase.

Additional term - No set off

59 Without the written approval of the landlord, **the tenant must not** set off or seek to set off the rental bond against any rent or other monies payable by the tenant to the landlord.

Additional term - Smoking

60 **The tenant must** not smoke or allow others to smoke in the premises.

61 If the tenant smokes or allows others to smoke outside the premises, the tenant must ensure that all cigarette butts are properly disposed and not left on the ground.

62 If the tenant smokes or allows others to smoke inside the premises in breach of clause 60, upon termination of this agreement, the tenant will be responsible for the cost of professionally cleaning all surfaces, floors and windows of the premises.

Additional term - Tenancy Databases

63 The landlord may list the tenant's personal information in a residential tenancy database if:

- 63.1 the tenant was named as a tenant in this agreement that has terminated or the tenant's co-tenancy was terminated;
- 63.2 the tenant breached this agreement;
- 63.3 because of the breach, the tenant owes the landlord an amount that is more than the rental bond for this agreement or the Tribunal has made a termination order; and
- 63.4 the personal information identifies the nature of the breach and is accurate, complete and unambiguous.

Additional term - Condition Report

64 If a condition report, signed by both the tenant and the landlord, is included with or annexed to this agreement, **the parties agree** that:

- 64.1 it forms part of this agreement; and
- 64.2 it represents a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

65 If the landlord or the landlord's agent provides a condition report, signed by the landlord to the tenant and the tenant does not return a copy of the condition report, signed by the tenant, within 7 days of taking possession of the premises, then the condition report signed by the landlord is deemed to:

- 65.1 form part of this agreement; and
- 65.2 represent a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

Additional term - Previous Condition Report

66 the parties agree that the condition report dated ____/____/____ and carried out to record the state of repair and condition of the residential premises under a previous residential tenancy agreement between the landlord and the tenant, forms part of this agreement.

Additional term - Health Issues

67 The tenant must

- 67.1 routinely clean the premises to avoid any mould, mildew or damp build-up;
- 67.2 ensure that exhaust fans are turned on and windows are opened when the relevant rooms in the premises are in use, e.g. bathrooms, to minimise condensation;
- 67.3 ensure that the premises are free of any pests and vermin; and
- 67.4 promptly notify the landlord or the landlord's agent if there are any signs of mould, mildew, dampness, pests or vermin in the premises.

Additional term - Telecommunication Facilities

68 The Landlord does not warrant or make any representation that there are lines of connection to telephone, internet and cable or analogue telephone or television services.

Additional term - Repairs

- 69** The tenant may not request the landlord to carry out non-urgent repairs at the premises on times other than between 9am to 5pm on business days.
- 70** If the landlord has, acting reasonably, requested the tenant to provide access to the premises for the purpose of repairs, the tenant is liable for any call out fees incurred by the landlord as a result of the tenant failing to provide access to the premises for any reason at the specified time and date.

Additional term - Procedure on Termination

- 71** Upon termination of this agreement, the tenant must vacate the premises in a peaceful manner and return all keys, security cards and other opening devices to the landlord or the landlord's agent.
- 72** If the tenant fails to comply with clause 71, the tenant must continue to pay rent to the landlord, at the amount payable immediately prior to termination of this agreement until:
 - 72.1 all the keys, security cards and other opening devices are returned to the landlord or the landlord's agent; or
 - 72.2 the landlord or the landlord's agent has replaced/changed the locks to the premises and the landlord is able to gain access to the premises.
- 73** The tenant is liable, and must compensate the landlord, for the costs incurred by the landlord in replacing/changing the locks under clause 72.2.
- 74** The landlord may apply to the Civil and Administration Tribunal (NCAT) for an order to recover:
 - 74.1 the rent payable by the tenant for the period from the date of termination to the date the landlord gains access to the premises; and
 - 74.2 the costs incurred by the landlord in replacing/changing the locks under clause 72.2.

Additional term - Dishonoured Payments

75 If any payment by the tenant to the landlord is dishonoured upon presentation to a financial institution, then the tenant is liable to pay a \$30 dishonour fee to the landlord. The tenant must pay the dishonour fee within 7 days' notice from the landlord notifying the tenant of the dishonoured payment.

Additional term - Gardens

76 The tenant is responsible for regularly maintaining the yard and gardens on the premises (including regular mowing, edging, pruning and weeding) during the tenancy period. The tenant agrees to keep the yard and gardens on the premises in good condition (having regard to the condition report) during the tenancy period, fair wear and tear excluded.

Additional term - care of swimming pool

- 77** ~~If there is a swimming pool located on the premises, the tenant must:~~
- ~~77.1 keep the swimming pool clean and regularly sweep up any leaves or other debris which have fallen into the swimming pool;~~
 - ~~77.2 regularly clean the sides of the swimming pool to minimise build-up of slime and other residue;~~
 - ~~77.3 regularly clean the pool filters and empty out the leaf baskets;~~
 - ~~77.4 maintain the cleanliness and clarity of the water to a standard set by the landlord (acting reasonably) by testing the pool water monthly and treating, at the tenant's cost, the pool with the necessary chemicals, if required;~~
 - ~~77.5 maintain the water level above the filter inlet at all times;~~
 - ~~77.6 promptly notify the landlord or the landlord's agent of any issues with the pool or pool equipment;~~
 - ~~77.7 ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use;~~
 - ~~77.8 not leave any items near the swimming pool or the safety door/gate which would allow a child to gain access to the swimming pool; and~~
 - ~~77.9 take all reasonable steps to ensure no unaccompanied child can gain access to the pool area.~~

Additional term - electronic signatures

- 78** Any notice given electronically under this agreement must comply with sections 8 and 9 of the Electronic Transactions Act 2000 (NSW), as applicable.
- 79** Any signature given electronically under this agreement must comply with section 9 of the Electronic Transactions Act 2000 (NSW).

Additional term - Asbestos

80 The parties acknowledge that the premises may contain asbestos or asbestos containing materials and the tenant must promptly notify the landlord or the landlord's agent in writing, if any surface and/or material at the premises suspected of containing asbestos, is disturbed or damaged in any way.

Additional term - Consent to publish photographs of residential premises

- 81** The tenant consents to the landlord or landlord's agent publishing any photograph or visual recording made of the interior of the residential premises in which any of the tenant's possessions are visible.
- 82** The tenant's consent does not apply to photographs or visual recordings taken by the landlord or landlord's agent without first providing the tenant with reasonable notice.

Additional term - Garage

83 The tenant acknowledges and agrees that in the event the property includes the use of a garage or car-space, said space is provided for the sole purpose of parking a motor vehicle and not for the storage of personal goods and belongings. In the event that the tenant places their goods in this area, the landlord makes no warranty as to the security and/or waterproofing of the area and accepts no responsibility for any damage or theft that may occur to those goods.

Additional term - Storage

84 The tenant acknowledges and agrees that in circumstances where the premises includes a storage room/cage/area for the tenants use, the landlord makes no warranty as to the area being fit for purpose and accepts no responsibility if the storage room/cage/area is not adequately ventilated, secure or watertight.

Notes

1. Definitions

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the Home Building Act 1989.

rental bond means money paid by the tenant as security to carry out this agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this agreement.

tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The Residential Tenancies Act 2010 also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD

Landlord's agent
Mary El Khoury
the 16th of September 2022



LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

Landlord's agent
Mary El Khoury
the 16th of September 2022



SIGNED BY THE TENANT

Tenant #1
Timothy Rocke
the 14th of September 2022



TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

Tenant #1
Timothy Rocke
the 14th of September 2022



For information about your rights and obligations as a landlord or tenant, contact:
(a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
(b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
(c) your local Tenants Advice and Advocacy Service at www.tenants.org.au.

Confirmations

Tenant

I confirm I am the named tenant on this agreement as identified by documents provided to Oxford Agency. This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

Agreed by Timothy Rocke

Audit Trail

14 September 2022	The NSW Residential Tenancy documents: NSW Tenant info statement (NSW_tenant_info_statement.pdf), have been sent to Timothy Rocke (tim.rocke92@gmail.com)	
14 September 2022	Residential Tenancy agreement is sent to Timothy Rocke	123.51.18.84
14 September 2022	Viewed by Timothy Rocke	120.18.52.149
14 September 2022	Timothy Rocke Initialled the by-laws clause	120.18.52.149
14 September 2022	Timothy Rocke Initialled the swimming pool clause	120.18.52.149
14 September 2022	Timothy Rocke Initialled the additional terms	120.18.52.149
14 September 2022	Timothy Rocke Initialled the pets clause	120.18.52.149
14 September 2022	Timothy Rocke Initialled the bottom of each page	120.18.52.149
14 September 2022	Tenant Timothy Rocke has confirmed their identity	120.18.52.149
14 September 2022	Signed by Timothy Rocke	120.18.52.149
14 September 2022	Timothy Rocke has sent the agreement back to the agent	120.18.52.149
14 September 2022	All signatures received, Contract is sent back to the agent	
16 September 2022	Signed by agent Mary El Khoury	123.51.18.84
16 September 2022	Residential Tenancy agreement has been sent to: tim.rocke92@gmail.com, mary@oxfordagency.com.au	

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

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

- (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.