

Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Adrian William Real Estate 270-276 King Street, Newtown NSW 2042	phone: 0403 938 997 email: norman@adrianwilliam.com.au ref: Norman Tran
co-agent		
vendor	MACARENA ALEJANDRA MIRANDA 11/30 Ewart Street, Marrickville NSW 2204	
vendor's solicitor	Digital Age Lawyers Pty Ltd Suite 1730 9 Castlereagh Street Sydney NSW 2000	phone: 0421577052 email: jprussell@digitalagelawyers.com ref: 10375: Macarena Miranda
date for completion	16 December 2026	(clause 15)
land (address, plan details and title reference)	30 EWART ST MARRICKVILLE NSW 2204 LOT 11 STRATA PLAN SP2090 Folio Identifier 11/SP2090	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☐ air conditioning ☒ blinds ☒ built-in wardrobes ☒ ceiling fans ☒ clothes line	☒ curtains ☒ dishwasher ☐ EV charger ☒ fixed floor coverings ☐ other:	☒ insect screens ☒ internet/TV receiver ☒ light fittings ☐ pool equipment	☐ range hood ☐ solar panels ☐ solar power battery ☒ stove
exclusions				
purchaser				
purchaser's solicitor				
price				
deposit				
balance	(10% of the price, unless otherwise stated)			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

PEXA

Manual transaction (clause 30)☐ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☐ NO ☐ yes**GST:** Taxable supply☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**☐ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land ☐ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location print) ☒ 9 sewer lines location diagram (sewer service diagram) ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☐ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate	☒ 33 property certificate for strata common property ☒ 34 plan creating strata common property ☒ 35 strata by-laws ☐ 36 strata development contract ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development contract or management statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate (strata) ☐ 57 information certificate (association) ☐ 58 document relevant to an exclusive supply network ☐ 59 disclosure statement - off the plan contract ☐ 60 other document relevant to the off the plan contract
Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Other ☐ 61

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

Strata Sense Pty Ltd
903/418a Elizabeth Street, Surry Hills NSW 2010
info@stratasense.com.au
1300 859 044

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office County Council Department of Education Department of Planning, Housing and Infrastructure Department of Primary Industries and Regional Development Electricity, gas and telecommunications Homes NSW	Local Council Local Land Services NSW Fair Trading NSW Public Works Owner of adjoining land Privacy Subsidence Advisory NSW Transport agencies Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.
13. From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <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>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (15% as at 1 January 2025);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</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 – • 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 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

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

13 Goods and services tax (GST)

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

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 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 *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development contract or management statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* *serving* notice of the event happening;
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 • the end of the time for the event to happen.

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

11/30 EWART ST MARRICKVILLE NSW 2204

Special Conditions

Between: Macarena Alejandra Miranda

(vendor)

and:

(purchaser)

Dated:

33. SPECIAL CONDITIONS TO PREVAIL

33.1 In the event of any discrepancy between these Special Conditions and the printed form of Contract, these Special Conditions prevail.

34. STATE OF REPAIR, ETC.

34.1 The property is sold in its present state of repair and the Purchaser may not make any objections, requisitions or claim for compensation on account of:

- 34.1.1 any defects in the property of which the Purchaser is or ought, reasonably on inspection, to have been aware;
- 34.1.2 any loss (other than loss due to the act or default of the Vendor), mechanical breakdown or fair wear and tear in respect of any furnishing's, inclusions and chattels included in the property occurring after the date of this Contract; or
- 34.1.3 the state of repair of the improvements on the property or any minor real or apparent breaches of the Local Government Act or ordinances;
- 34.1.4 any minor encroachments by or upon the property; or
- 34.1.5 the cleanliness of the property.

35. STRATA INFORMATION CERTIFICATE

35.1 Clauses 23.13 and 23.14 are deleted.

35.2 The Purchaser shall be responsible for obtaining the information certificate.

36. CLAIM FOR COMPENSATION

36.1 Notwithstanding anything to the contrary herein contained the parties hereto expressly agree that any claim for compensation whether under Clause 6 or otherwise shall be deemed to be reasonable grounds for the purpose of Clause 8 entitling the vendor to rescind.

37. DEPOSIT

37.1 Notwithstanding any other provisions in this contract, the deposit payable is 10% of the price.

37.2 If the vendor accepts a partial payment of the deposit on exchange, then the balance of the deposit is to be paid on completion or upon default by the purchaser whereupon clause 9 will apply.

38. RELEASE OF DEPOSIT

38.1 Further to Clause 2.8, the deposit shall be released for the benefit of the Vendor at the date hereof upon the following terms and conditions:

- 38.1.1 The portion of the deposit released may only be used by the Vendor as a deposit on real estate to be purchased by the Vendor, or for the payment of the stamp duty on that purchase,

38.1.2 Until required the deposit or such part as it is to be released shall be retained by the Vendor's agent who shall invest same in accordance with Clause 3.

39. DEPOSIT TO BE AVAILABLE FOR USE AT SETTLEMENT

39.1 The Purchaser hereby consents to all, or a portion of the deposit being transferred from the depositholder to the Vendor's Conveyancer's trust account as stakeholder prior to settlement and for the use by the Vendor at settlement.

39.2 The Purchaser hereby authorises the said transfer and the Vendor shall, upon requesting such transfer, give notice to the Purchaser of the amount being transferred.

40. COMPLETION

40.1 For the purpose of Clause 15 the parties acknowledge that fourteen (14) days shall be sufficient notice in any Notice to Complete issued in order to make time the essence of this Contract.

40.2 If completion does not take place on or before the date specified by the Contract otherwise than as a result of any default by the Vendor the Purchaser shall pay interest at the rate of 10% per centum per annum on the balance of the purchase price and any other moneys owing pursuant to this Contract from the date for completion until the date completion actually takes place (but without prejudice to all and any other rights of the Vendor pursuant to this Contract) and it is an essential term of this Contract that such interest be paid on completion. The Purchaser hereby acknowledges that interest at the rate of 10% per centum per annum represents a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place within the time specified by this Contract.

40.3 Should any part of the deposit be paid by way of deposit bond, the Purchaser shall additionally pay penalty interest at the rate of per centum per annum on the amount of the bond from the date for completion until the date completion actually takes place and it is an essential term of this Contract that such interest be paid on completion.

40.4 In addition to the penalty interest charged in accordance with special conditions 38.2 and 38.3, the purchaser also agrees to pay as an adjustment on settlement the sum of three hundred and eighty-five dollars (\$385) GST inclusive to cover the legal costs and other expenses incurred by the Vendor as a consequence of serving the Notice to Complete. The payment by the purchaser of such further consideration at the time of completion shall be an essential term of this contract.

41. ADJUSTMENTS

41.1 The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, but if any amount is incorrectly calculated, overlooked or an error is made in such calculations the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

42. INCAPACITY

42.1 If either the Vendor or the Purchaser (or if more than one any of them) should die, become mentally incompetent, or bankrupt, the other party may rescind this agreement and Clause 19 shall apply.

43. AGENT

43.1 The Purchaser warrants to the Vendor that it was not introduced to the Property by an Agent other than the Vendor's Agent and hereby indemnifies and will continue to indemnify the Vendor in respect of any claim made by any Agent against the Vendor which arises out of, or in connection with, a breach of this warranty.

44. PURCHASER RELIES UPON OWN ENQUIRIES

44.1 The Purchaser acknowledges that they do not rely on any letters, documents or arrangements whether oral or in writing as adding to or amending the terms, conditions, warranties and arrangements set out in this Contract and the Purchaser further acknowledges that they have made all their own enquiries in respect of the property and do not rely on any representation of the Vendor, the Agent or any one on their behalf.

45. SEWERAGE SERVICE DIAGRAM

45.1 The Purchaser acknowledges that the sewerage service diagram annexed hereto is the only one available at the date hereof and shall not make any requisition, objection, claim for compensation, delay completion, rescind or terminate this agreement in respect of or arising from the said sewerage service diagram.

46. DELAYED COMPLETION

46.1 If due to default or failure on the part of the Purchaser completion does not take place at a time appointed by the parties by agreement, the Purchaser must pay to the Vendor the Vendor's additional expenses, including any agency or mortgage fees incurred by the Vendor.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH
-----FOLIO: 11/SP2090

SEARCH DATE -----	TIME -----	EDITION NO -----	DATE -----
15/10/2026	3:41 PM	4	2/9/2018

LAND
-----LOT 11 IN STRATA PLAN 2090
AT MARRICKVILLE
LOCAL GOVERNMENT AREA INNER WESTFIRST SCHEDULE

MACARENA ALEJANDRA MIRANDA (T AK565428)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP2090
- 2 AK565429 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

10375: Macarena Miranda (Conve...

PRINTED ON 15/10/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP2090

SEARCH DATE	TIME	EDITION NO	DATE
15/10/2026	3:41 PM	18	6/7/2026

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 2090
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MARRICKVILLE
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP2090

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 2090
ADDRESS FOR SERVICE OF DOCUMENTS:
C/. CONTI PROPERTY GROUP
PO BOX 443
CONCORD NSW 2137

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A706513 RIGHT OF WAY AFFECTING THE PART SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 3 A726282 RIGHT OF WAY AFFECTING THE PART SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 4 A774052 RIGHT OF WAY AFFECTING THE PART SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 5 J42997 RIGHT OF WAY AFFECTING THE PART SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 6 J42997 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE PART SHOWN SO BURDENED IN THE
TITLE DIAGRAM
- 7 K289915 COVENANT
- 8 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES
(FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN
LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE
1-7-1974
- 9 AM274694 INITIAL PERIOD EXPIRED
- 10 AW273485 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 995)

END OF PAGE 1 - CONTINUED OVER

10375: Macarena Miranda (Conve...

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FOLIO: CP/SP2090

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 995) (CONTINUED)

STRATA PLAN 2090

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	25	2	25	3	25	4	30
5	30	6	30	7	30	8	25
9	30	10	30	11	25	12	25
13	25	14	30	15	30	16	30
17	30	18	25	19	30	20	30
21	25	22	25	23	25	24	25
25	25	26	30	27	30	28	30
29	30	30	25	31	30	32	30
33	25	34	25	35	25	36	25
37	1	38	1	39	1	40	1
41	1						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

10375: Macarena Miranda (Conve...

PRINTED ON 15/10/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

- (a) State if whole or part.
(b) Refer to number of Lot, Allotment, or Portion and to the Deposited Plan, Town, or as the case may be.

Parcel comprises^(a) *part* of^(b) *Lot 12 of Section 1 of Moffat Estate*

Reference to Title Vol. *3409* Fol. *29*

Mun. ~~Shire of~~ *Marrickville*

THIS STRATA PLAN NOW
CONTAINS 3 SHEETS

Locality *Marrickville*

Parish *Petersham*

County *Cumberland*

Scale *50 feet to 1 inch.*

STRATA PLAN 2090

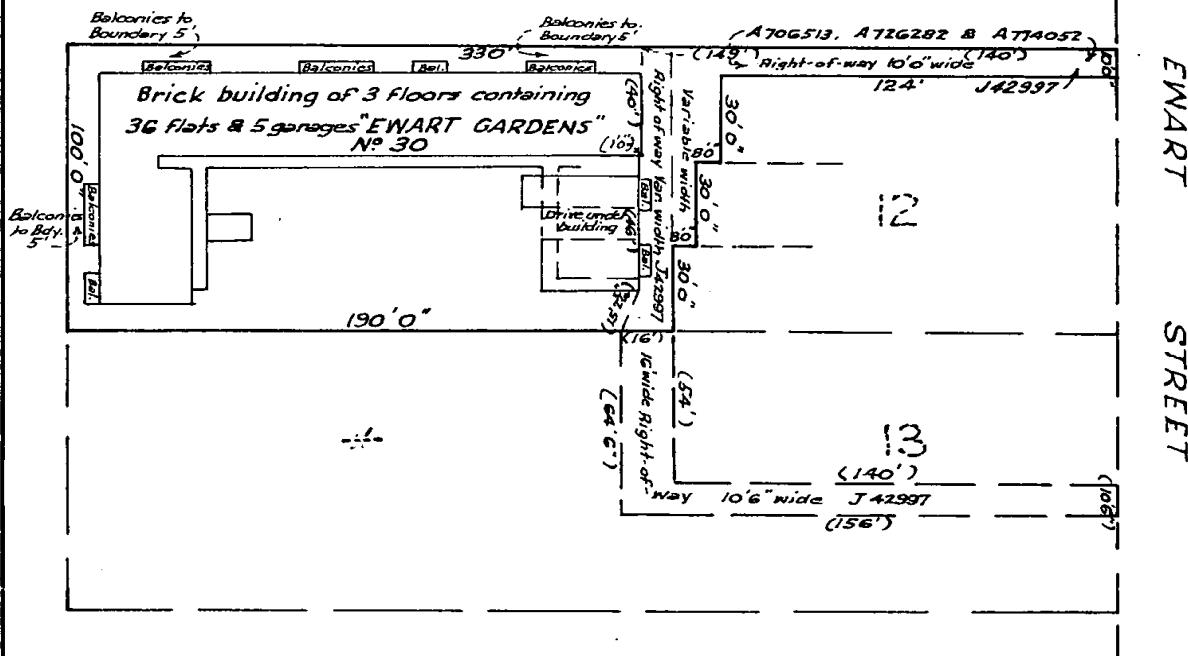
Registered: *7-4-1966*

C.A.: *1097* of *31-3-1966*

Ref Map: *Marrickville Sh 30**

Last Plan: *M.P.S. (R.P.) 1601*

Appn. 5042^A Pt 700^{ac} Thomas Moore 1-10-1803 #
Vol. 3409 Fol. 29 Rights of Way Created by Tfrs. A706513, A726282 A774052 & J42997
Covenant Created by K289915



External surface boundaries of the parcel and location of the building in relation thereto to be delineated in space opposite.

(c) Additional lots should be shown in an annexure.

(d) Delete if inappropriate.

Schedule of Unit Entitlement ^(c)		OFFICE USE ONLY	
		Current C's of T.	
Lot No.	Unit Entitlement	Vol.	Fol.
1	25	10295-	1
2	25	10295-	2
3	25	10295-	3
4	30	10295-	4
5	30	10295-	5
6	30	10295-	6
7	30	10295-	7
8	25	10295-	8
9	30	10295-	9
10	30	10295-	10
AGGREGATE	280 carried forward to annexure 'AA'		

I, *Sydney William Stokes*
of *Sydney*,

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that:

(1) the building erected on the parcel described above is within the external boundaries of the parcel^(d) subject to clause (2) of this certificate;

(2) ~~as the guttering of the building projects beyond such external boundaries and an appropriate easement has been granted as an appurtenance of the parcel by registered Transfer No.~~

Dated *14th March, 1966*

Signature *P.W. Stokes*

Approved by the Council for the purposes of the Conveyancing (Strata Titles) Act, 1961.

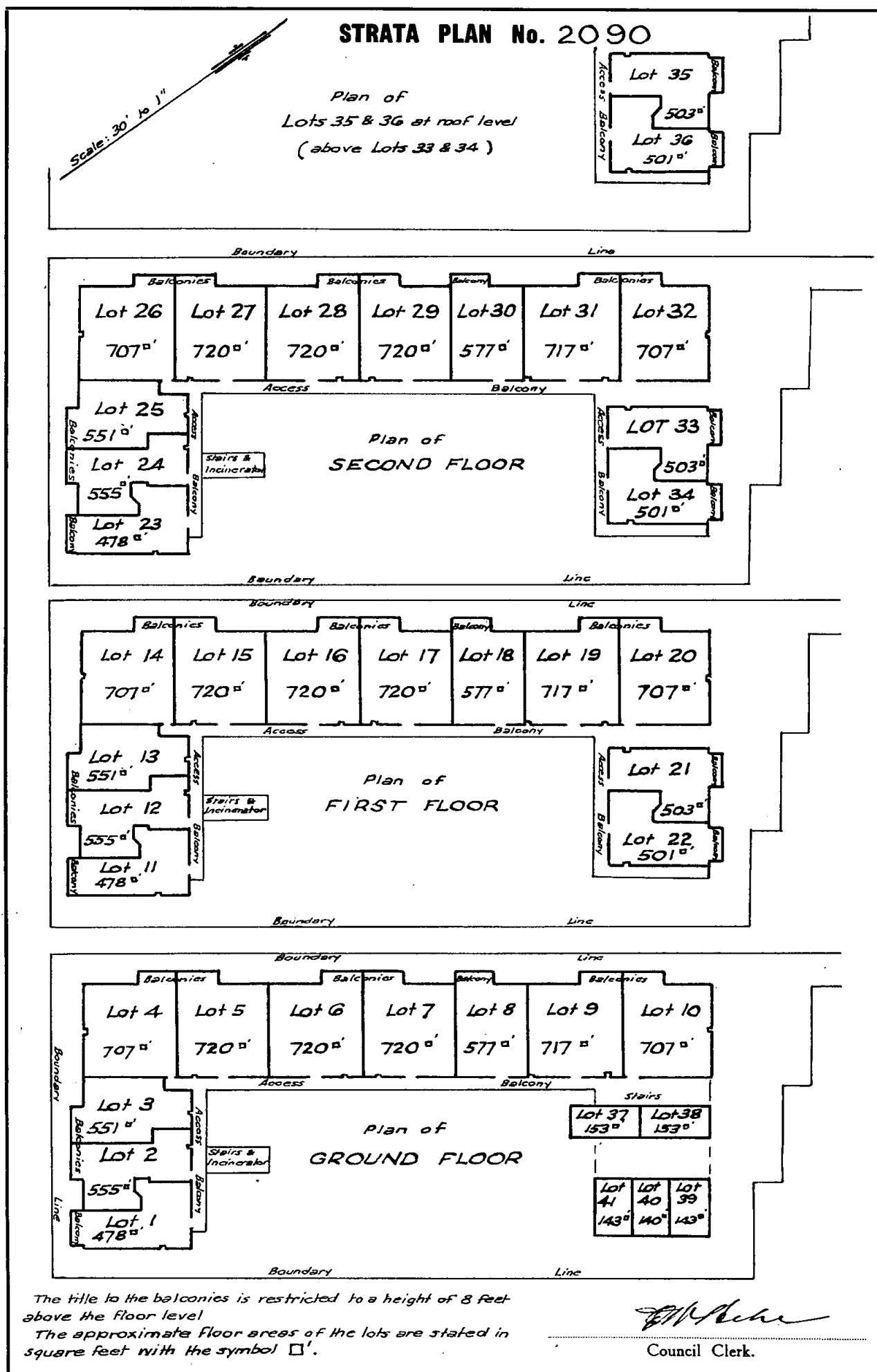
Date *31.3.1966*

Subdivision No. *1097*

Council Clerk

The address for service of notices on the body corporate is:-

The Proprietors, Strata Plan No 2090
30 Ewart Street, Marrickville, N.S.W.



STRATA PLAN No. 2090

Annexure ^{AA} to Sheet 1, being a continuation of the schedule of Unit Entitlement &c.

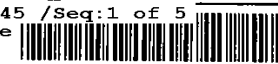
Schedule of Unit Entitlement		Current Cs of T.
Lot No	Aggregate brought forward 280	Vol: Fol:
11	25	10295- 11
12	25	10295- 12
13	25	10295- 13
14	30	10295- 14
15	30	10295- 15
16	30	10295- 16
17	30	10295- 17
18	25	10295- 18
19	30	10295- 19
20	30	10295- 20
21	25	10295- 21
22	25	10295- 22
23	25	10295- 23
24	25	10295- 24
25	25	10295- 25
26	30	10295- 26
27	30	10295- 27
28	30	10295- 28
29	30	10295- 29
30	25	10295- 30
31	30	10295- 31
32	30	10295- 32
33	25	10295- 33
34	25	10295- 34
35	25	10295- 35
36	25	10295- 36
37	1	10295- 37
38	1	10295- 38
39	1	10295- 39
40	1	10295- 40
41	1	10295- 41
AGGREGATE 995		

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

STRATA PLAN 2090		
FEET	INCHES	METRES
1	-	0.305
5	-	1.525
8	-	2.44
10	-	3.05
10	6	3.2
15	2 3/4	4.64
16	-	4.875
30	-	9.145
40	-	12.19
46	-	14.02
54	-	16.46
64	6	19.66
100	-	30.48
124	-	37.795
140	-	42.67
149	-	45.415
156	-	47.55
190	-	57.91
330	-	100.58
SQ FT		SQ M
7		0.6
140		13
143		13.3
153		14.2
478		44.4
501		46.5
503		46.7
551		51.2
555		51.6
577		53.6
707		65.7
717		66.6
720		66.9
5550		515.6

EM Roche

Council Clerk.



A706513G

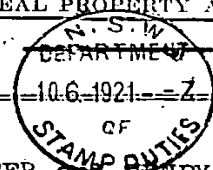
Transfer.....
Endorsement.....
Certificate.....

12/6
1-5
12-3
17/4/11



MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900.)



FEE SIMPLE

- a Name, residence, occupation, or other designation, in full of transferor.
- b If a less estate is struck out "in fee simple," and into fee simple required alternative.
- c All subsisting encumbrances must be noted hereon. (See page 2.)
- d If the consideration be not pecuniary, state its nature concisely.

706513

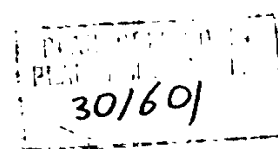
WE SIMEON HENRY SLEEP and HENRY RALPH SLEEP
both of Marrickville Builders

being registered as the proprietors of an Estate ^{as joint tenants} in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of

ONE THOUSAND AND TWENTYFIVE POUNDS (£1,025)

- e Name, residence, occupation, or other designation, in full of transferee.
If a minor, state of what age, and forward certificate or declaration as to date of birth.
If a married woman, state name, residence, and occupation of husband.

paid to ^{us} me by WILLIAM THOMAS LONG of Marrickville Tram Driver
and ELMA LYNDIA JUKES of Marrickville wife of William Edward Jukes of the same Place Painter
the receipt whereof I hereby acknowledge



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

do hereby transfer to the said William Thomas Long and Elma Lynda Jukes as joint tenants

- g Area in acres, rods, or perches

ALL ~~my~~ ^{our} Estate and Interest, as such registered proprietors in ALL THAT piece of land containings

- h Parish or town and county

situate in Municipality of Marrickville Parish Petersham

- i "The whole" or "part, as the case may be.

being part of the land comprised in Certificate of Title

- j "Crown grant," or "Certificate of Title."
- k Strike out if not appropriate.

dated 15th June, 1891 registered volume No. 1016 folio 183
and being the land comprised within red edging on the sketch hereunder drawn together with full and free right liberty and ~~And also in the pieces of land as follows:~~ license as appurtenant to the lands hereby transferred for the transferres their heirs executors administrators and assigns and the registered proprietor or proprietors for the time being of the land ~~being hereby~~ transferred to pass and repass with or without horses carts ^{and} other vehicles by day or by night over along up down and upon all that piece or parcel of land being part of the land comprised in the said Certificate of Title and being the land comprised within green edging on the sketch hereinafter appearing

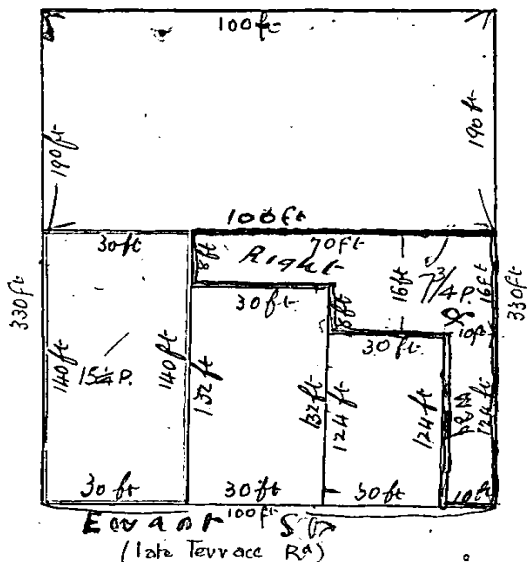
These references will suffice, if the whole land in the plan or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto with an explanatory prefix:—
"as delineated in the plan hereon [or annexed hereto]" or "described as follows, viz.:"
Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

[Rule up all blanks before signing.]

p See note "c," page 1.
A very short note of
the particulars will
suffice.

SEE FURTHER PLAN REFILED
IN PLAN ROOM NO. 30/601

AREAS 15/4 P J.G.
RED 13/4 P J.G.
GREEN 21/6-21



1200
480
260
2120

MEMORANDUM OF ENCUMBRANCES &C. REFERRED TO

[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form. This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferrer or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

In witness whereof, I have hereunto subscribed my name, at Sydney the 7th day of June in the year of our Lord one thousand nine hundred and twentyone

Signed in my presence by the said
SIMEON HENRY SLEEP and HENRY RALPH

SLEEP & RALPH
WHO ARE PERSONALLY KNOWN TO ME

Signed

S.H. Sleep
H.R. Ralph
Transferror

Repeat attestation for additional parties if required.

St 2121

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

A706513

MUNICIPALITY OF MARRICKVILLE.

Town Clerk's Certificate to New Road or Subdivision

Town Hall,
Marrickville,

79

1st June 1921.

Philip & Sons,
Alfred St,
Marrickville.

H. Philip & Sons,
Alfred St,
Marrickville.



Particulars of

1. Particulars of lots A.B. & C. Eivart St.
showing the depths of lots A.B. & C. from
40' & decreasing Lot D. from 196' to 190'
CERTIFICATE.

to certify that the requirements of the Local Government Act 1919 (other than the
registration of plans) have been complied with by the abovenamed applicant in
the described Subdivision, and more particularly set out on the accompanying plan and
Town Clerk's Certificate No. 79 of 1st June 1921.

A. Dames

Town Clerk.

the signature of
Transferree
to an ordinary
estation is sufficient.
less the instrument
tains some special
enant by the Trans-
ree, his signature
l be dispensed with
cases where it is
ablished that it
not be procured
hout difficulty.
is, however, always
irable to afford a
e for detecting
gery or personation,
i for this reason
s essential that the
nature should, if
ssible, be obtained.

Signed in my presence by the said
WILLIAM THOMAS LONG and
ELMA LYNDIA JUKES
WHO ~~IS~~ PERSONALLY KNOWN TO ME

taken

[Handwritten signature]

E. L. Jukes.
W. T. Long Transferrec.

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)
N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50 ; also, to damages recoverable by parties injured.

CS
10/6/183
Plano consent

FORM OF DECLARATION BY ATTESTING WITNESS.

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

ay be made before
ther Registrar-
eneral, Deputy
egistrar-General, a
otary Public, J.P.,
Commissioner for
fidavits.
ot required if the
strument itself be
ade or acknowledged
fore one of these
rties.
ame of witness and
sidence.
ame of Transferror.
ame of Transferror.
egistrar-General,
eputy, Notary-Public,
P., or Commissioner
Affidavits.

Lodged by

(Name) **WEAVER & ALLWORTH**

(Address) **2 Martin Place, SYDNEY**

Heaven Allworth
15 1/4 per
Part Lot 12, Sec 1
Moffatt Estate
Honey Murrickville
Ph Petersham
(Together with Right of Way)

Transferor.

Transferee.

William Thomas Long
and
Elma Lynda Jukes
a joint tenants.

A

706513

Particulars entered in the Register Book, Vol. 1016

Folio 183

the *14th* day of *July*, 19 *21*.
at *12* minutes *12* o'clock
in the *noon*.

Registrar General.

SENT TO SURVEY BRANCH	20/6/21	AKB
RECEIVED FROM RECORDS	23.6.21	AKB
DRAFT WRITTEN	28/6/21	AKB
DRAFT EXAMINED	29/6/21	AKB
DIAGRAM COMPLETE		
DIAGRAM EXAMINED		
DRAFT FORWARDED		
RETD. TO RECORDS (REQUISITE)		
RETURNED FROM RECORDS		
CERTIFICATE ENROSSSED	8 JUL 1921	DM
SEPT. OF ENROSSERS		
DEP. REGISTRAR GENERAL		
3202	38	

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the land is sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates. 20s. will be required for such additional Certificate.
The fees on transfer are 20s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the transferee is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of the transfer thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

06313

New South Wales



A726282L

Transfer... 12:6
Endorsement...
Certificate...
19/8/21

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

A726282



in fee simple.

a Name, residence, occupation, or other designation, in full, of transferrer.

I, WE SIMEON HENRY SLEEP and HENRY RALPH SLEEP
of Marrickville Builders

726282

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

being registered as the proprietor of an Estate in *fee simple*^b in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,^c in consideration of^d One

c All subsisting encumbrances must be noted hereon. (See page 2.)

Thousand and fifty pounds (£1050.0.0)

d If the consideration be not pecuniary, state its nature concisely.

A726282

~~FP 171038~~ FP.171038

Handwritten note: *Handwritten*

Name, residence, occupation, or other designation, in full, of transferee.

paid to me by ELISHA WALTER WIGGINS Fivedock Traveler

e If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

the receipt whereof I hereby acknowledge,

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

do hereby transfer to the said Elisha Walter Wiggins

g Area in acres, rods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing

h Parish or town and county.

situated in^h at Marrickville in the Parish of Petersham and County of Cumberland

i "The whole" or "part," as the case may be.

beingⁱ p a r t of the land comprised in Certificate of Title

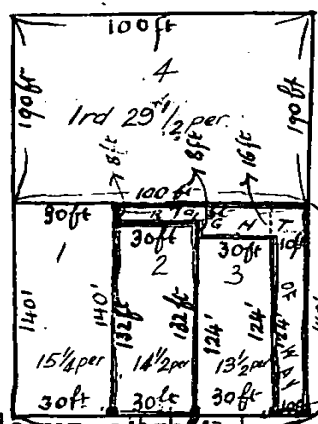
j "Crown grant," or "Certificate of Title."

k Strike out if not appropriate.

dated 15th June 1891 registered volume No. 1016 folio 183

These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:— "as delineated in the plan hereon [or "annexed hereto"] or "described as follows, viz." —

And also in the pieces of land as follows — and being the land shown on the sketch plan endorsed hereon and therein edged red.



PLAN REFILED IN PLAN ROOM AS F.P. 171038

Lot nos & areas added in Reg. Gen. Dept. 17/10/89

Handwritten note: *25/8/21*

[Rule up all blanks before signing.]

Together with

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

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

[Price, 6d.]

E See note "c," page 1
A very short note of
the particulars will
suffice.

*the full and free as appurtenant to the lands hereby transferred
his heirs executors administrators and assigns and other the
registered proprietor or proprietors for the time being of the
lands hereby transferred his and their servants agents and
workmen to pass and repass by day or by night with
or without horses carts carriages or other land other
vehicles up down over along and upon all that piece
of land being part of the land comprised in said Cert.
IFICATE of Title Volume 1016 fol 183 and being the land
comprised within green edging on the sketch drawn
on the first page hereof*

*Memorandum of Encumbrances &c
referred to*

[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form. This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferrer or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

n Repeat attestation for additional parties if required.

St 3121

In witness whereof, I have hereunto subscribed my name at *Sydney*
the *25th* day of *July* in the year
of our Lord one thousand nine hundred and Twenty one

Signed in my presence by the said
SIMEON HENRY SLEEP AND
HENRY RALPH SLEEP

WHO IS PERSONALLY KNOWN TO ME

Signed

W. H. Sleep
W. H. Sleep

S. H. Sleep
W. H. Sleep
Transferrors

For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

REGINALD COWLISHAW
WHO IS PERSONALLY KNOWN TO ME

Stanley Cowlshaw

R. Cowlshaw
Solicitor for the Transferee, whose signature cannot be obtained without difficulty and delay.
(The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.)
N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

DOCUMENTS LODGED HERewith.

Nature.	No.
---------	-----

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at

, the

day of

, one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew

the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

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

Name of witness and residence.

Name of Transferrer.

Name of Transferee.

Registrar-General, Deputy, Notary Public, J.P., or Commissioner

Part lot 12 Sec 1

Lodged by

Moffatt Estate
Mary Harruckville
J. H. Piersham

(Name) Robson & Cowlishaw,
Solicitors,
(Address) 160 Phillip Street,
SYDNEY

(Together with Right of Way)

Elisha Walter Higgins

Transferor
Transferee.

Particulars entered in the Register Book, Vol. 1016

Folio 183

the 7th day of September, 1921,
at minutes 2 o'clock
in the after noon.

Registrar General



	DATE.	INITIALS.
SENT TO SURVEY BRANCH	23.8.21	GM
REMOVED FROM RECORDS	23.8.21	21.8.29
BY WRITTEN	1/9/21	JB
LET EXAMINED	2.9.21	1.9
GRAM COMPLETE	3.9.21	SP
GRAM EXAMINED	5.9.21	do
DRAFT FORWARDED		
RETD. TO RECORDS		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
SUPT. OF ENGROSSERS	4.3.9.1921	DM
DEP. REGISTRAR GENERAL		

VOL. 3226 FOL 227

A 726282

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-
No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residuum.
Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.
The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferee or required for the residuum. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

If signed by virtue of an

N.B.—Section 117 requires
penalty of \$1000
\$10000 \$1000

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

John Morgan-Brown
Transferree.

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

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

Dated at _____ this _____ day of _____ 192____.

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

Mortgagee.

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

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

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

Signed at _____ the _____ day of _____ 192 _____
 Signed at the place and on the date above-mentioned, in the presence of— } _____

FORM OF DECLARATION BY ATTESTING WITNESS.

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

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

MEMORANDUM OF TRANSFER of

Acres. roads perches.
Part of Lot 12 Sec 1 of the
Moffatt Estate
Shire
Municipality Marrickville
Parish Petersham County Cumberland
(Together with Right of Way)
Ethel Margaret Northey Transferree.

LODGED BY

WEAVER & ALLWORTH Solicitors
2 Martin Place Sydney

Particulars entered in Register Book, Vol. 1016 Fol. 183

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

the 23rd day of January 1922,
at ~~minutes~~ 3 o'clock ~~in the~~ afternoon.

A 774052

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch	<i>JA</i>	16.1.22
Received from Records	16 JAN	1922
Draft written	<i>JA</i>	17.1.22
Draft examined	<i>JA</i>	18.1.22
Diagram prepared	<i>JA</i>	20
Diagram examined	<i>JA</i>	20
Draft forwarded	<i>JA</i>	20
Supt. of Engrossers	<i>JA</i>	1922
Cancellation Clerk		

VOL. 3275
FOL. 140

Diagram Fees	...	
Additional Folios	...	

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

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

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

The fees are :—Registration fee 12/6 for endorsement on first certificate, and 2/6 for each additional certificate included in the Transfer, and £15s. for every new Certificate of Title issued. Additional Certificate fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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

Lodgt 5.
Endr 2.0
Plan 1.00
Seal 1.00
Exam 1.00

J 42997

Transfer 8

GRANT OF EASEMENT

(REAL PROPERTY ACT 1919)



SMART GARDENS PTY LIMITED and DULWICH COURT PTY LIMITED being Companies duly registered under the Companies Act of New South Wales and having their registered offices at 305a Pitt Street Sydney being respectively registered as proprietors of estates in fee simple in those pieces of land situated in the County of Cumberland Parish of Petersham and being the land in Certificates of Title Volume 3409 Folio 29 and Volume 4089 Folio 226 subject however to such encumbrances and liens as are notified hereunder in consideration of agreements to grant to each other mutual rights over parts of the land in the Certificates of Title hereinbefore referred to do hereby each in respect of the estate of which it is so registered transfer and grant unto the other its successors and assigns out of the respective estates and interests of each in the land in the said Certificates of Title a right-of-carriageway within the meaning of Section 181A and Part II of Schedule VIII of the Conveyancing Act of 1919 (as amended) as appurtenant to the land in the said Certificates of Title of which the said other party hereto is registered as proprietor over those portions of such land as are delineated and cross hatched in the Plan annexed hereto marked "A" of which the said Companies are respectively registered as proprietors PROVIDED NEVERTHELESS that during the lifetime of the main building now erected upon the land in Certificate of Title Volume 3409 Folio 29 the right of carriageway hereby granted over part of that land shall be used and enjoyed subject to any part of such building which is now built upon or overhangs such right of carriageway to the intent that such right-of-carriageway may only be used and enjoyed without damage or injury to or interference with any part of such main building.

ENCUMBRANCES &c. REFERRED TO

In the case of Certificate of Title Volume 3409 Folio 29 rights-of-way over the piece of land coloured brown in the Plan endorsed upon the said Certificate of Title as granted by instruments of Transfer No. A706513, A726282 and A774052.

Over instrument
may be accepted
(with fees) & refer.

163323

16357AP1

16357AP1

J 42997
Transfer & Grants of Rights
of Conveyance
K3052

In the case of Certificate of Title Volume 4089 Folio 226 grant of
right-of-way pursuant to instrument No. B585343.

SIGNED at Sydney the *second* day of January, 1962.

Accepted and certified by the parties hereto that this instrument
is correct for the purposes of the Real Property Act.

THE COMMON SEAL of EWART GARDENS
PTY. LIMITED was hereunto affixed
by authority of the Board of
Directors in the presence of:-

K. P. K.
Act Secretary.



THE COMMON SEAL of DULWICH COURT
PTY. LIMITED was hereunto affixed
by authority of the Board of
Directors in the presence of:-

K. P. K.
Act Secretary.



J. 42997

Transfer and grant
of right of carriage way.

Leasehold: Alan Blum & Co
Solicitors
3a Piccadilly Arcade
Sydney

Particulars entered in Register Book Vol 4089 Folio 226
the 19th day of November 1962 at 11
o'clock to the first above.

J. Watson
Solicitor General



(B)

2 (ST)

16357RP

57RP

*Right of Way over part of Lot D on Plan in A 706513
and part of Lot I on Plan in B 585343.*

Man./Shire/City...of..Marrickville.....

Town or Locality . . . Dulwich Hill

Parish of Petersham

County of Cumberland Scale... 40 Feet to an Inch ...

Scale... 40 Feet to an Inch ...

Registered:

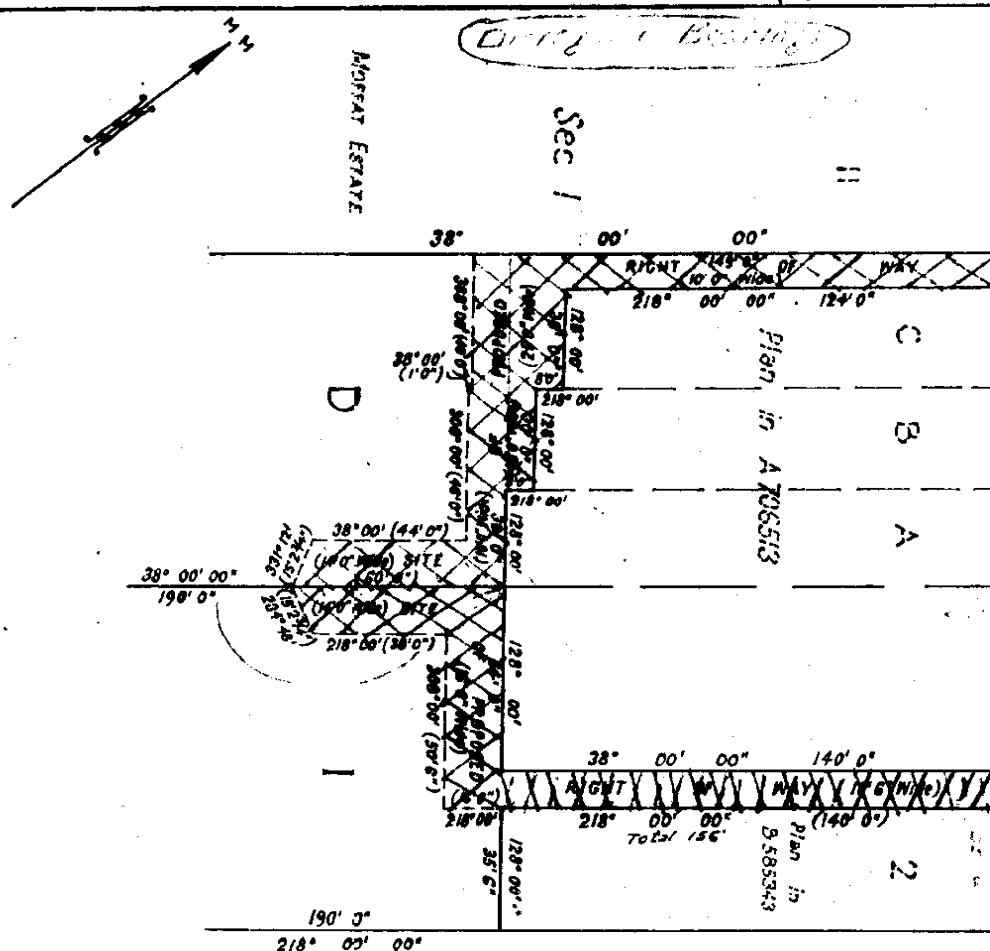
C.A.

Title System:

Purpose:

Ref. Map:

Last Plan: *21*



The Common Seal of
128

EWART
Dulwich Court Pty
Limited was incorporated
and authorized by authority
of the Board of
Directors is the
agent of:

5.

The Common Seal of
EDWARD GARDEN'S PRY
LIMITED was hereto
affixed by authority
of the Board of
Directors in the
presence of: *Edw*
Actg Secret

Signatures, Seals and Statements of Dedications and Easements.

No survey made.

It is intended to create a Right of Way appurtenant to Lot 1 over that part of Lot D marked "Site of proposed Right of Way" of various widths.

It is intended to create a Right of Way appurtenant to Lot D over that part of Lot I marked "Site of proposed Right of Way" of various widths.

I certify that this plan has been compiled from the information shown on Plan in A704508 and Plan is B 585343 and is accurate.

~~I, a surveyor registered under the Surveyors Act, 1922, as amended, hereby certify that the survey represented in this plan is accurate and has been made (1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1922 and was completed on 1-1-1922.~~

Signature, J. S. Wright

Surveyor registered under Surveyors Act, 1929 as amended.
Datum line of Azimuth.

Approved by Council. I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for registration of plans), have been complied with by the applicant in relation to the proposed subdivision and/or new road: set out herein.

Subdivision No. Date

Council Clerk.....

* Strike out either (1) or (2).

‡ Insert date of survey.

Ref. P.905.9057

6

K289915-
306 APR 1 AM 11:16
\$3 PH 3/29
3
7/3/13
31st
day of March

THIS Covenant made the
1966 BETWEEN EWART GARDENS PTY. LIMITED(a Company duly incorporated
and having its registered office in care John Kemeny & Co.
Accountants, 305A Pitt Street Sydney in the State of New
South Wales(hereinafter called the Covenantor) of the one
part and The Council of the Municipality of Marrickville
(hereinafter called the Covenantee) of the other part WHEREAS
the Covenantee has approved the registration of a Strata Plan
pursuant to the Conveyancing(Strata Titles) Act 1961 in respect
of the whole of the land hereinafter described subject to the
Covenantor entering into the covenant hereinafter contained
NOW in consideration of the premises the Covenantor so as to
bind itself its successors and assigns covenants with the Coven-
antee its successors and assigns that that portion of the land
hereinafter described now used to enable persons lawfully upon
the said land to have access to and egress from all parts of the
land and for the purpose of parking motor vehicles thereon by
persons authorised by the Covenantor its successors or assigns
and for no other purpose(being that portion of the said land
edged red in the plan annexed hereto and marked with the letter "A")
shall not be used for any purpose other than those said purposes
for which it is now used without the written approval of the
Covenantee its successors or assigns.

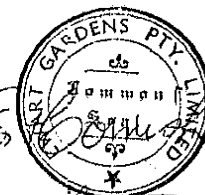
THE LAND HEREINBEFORE DESCRIBED

County	Parish	Whole or part	Reference to Title Volume	Folio.
Cumberland	Petersham	Whole	3409	29

AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED:

- That the land which is subject to the burden of this covenant is the land above described.
- The land to which the benefit of this covenant is intended to be appurtenant is Ewart Street Marrickville.
- The person or persons by whom this covenant may be released varied or modified is the Covenantee its successors or assigns.

THE COMMON SEAL of EWART GARDENS PTY. LIMITED was hereunto affixed by Order of the Board of Directors in the presence of:



The Seal of the Council of the Municipality of Marrickville was hereunto affixed in accordance with a resolution passed at a duly constituted meeting of the Council held on the 22nd March, 1966.

MAYOR

TOWN CLERK

K 289915

lodged by: Alan Blum & Co
6-2344

baulant.

Particulars entered in Register Book V. 3409 11.29
the 5th day of April 1966 12
O'clock in the afternoon
General



M.P.D.

K 289915

'66 APR 1 PM 3:24

\$3.00
6/11/66
\$5.00
1/4/66

To The Registrar General,
SYDNEY.

EWART GARDENS PTY.LIMITED HEREBY REQUESTS the registration of
Instrument of Covenant dated the Thirty first day of March
1966 and made between Ewart Gardens Pty.Limited as
Covenantor and The Council of the Municipality of Marrick-
ville as Covenantee in respect of the whole of the land
comprised in Certificate of Title Volume 3409 Folio 29.

DATED this First day of April 1966.

Len P. ...
.....

Solicitor for Ewart Gardens
Pty.Limited whose signature
cannot be obtained without
difficulty and delay.

SHEET No. 1A OF 5 SHEETS

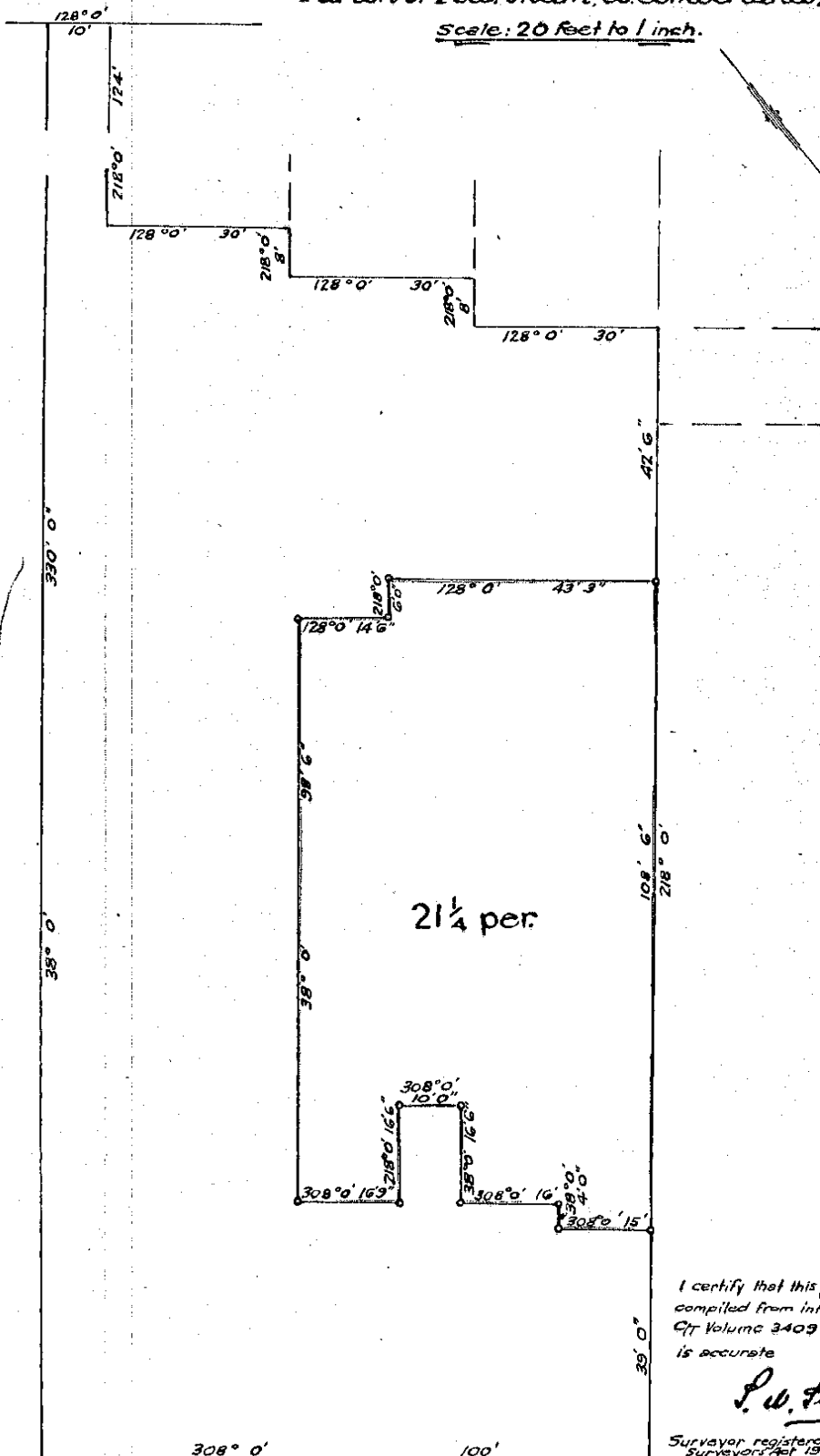
Municipality of Merrickville.

STRATA PLAN NO.

EWART STREET

of part of the land comprised in C/t. Volume 3409 Folio 29
Parish of Petersham, Co. Cumberland.

Scale: 20 feet to 1 inch.



I certify that this plan has been
compiled from information in
C/t Volume 3409 Folio 29 and
is accurate

P. W. H. H. H.

Surveyor registered under the
Surveyors Act 1925 as amended.
26 March 1966

P. W. H. H. H.

Council Clerk.

Lodged by: Alan Blum & Co
61 2344

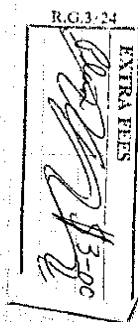
This is the plan marked with the letter "A" referred to in the annexed
Covenant bearing date the *31st* day of *March* 1966
and made between Ewart Gardens Pty.Limited as Covenantor of the
one part and the Council of the Municipality of Marrickville as
Covenantee of the other part.

THE COMMON SEAL of EWART GARDENS PTY.LIMITED
was hereunto affixed by authority of the
Board of Directors in the presence of



[Signature]
Secretary.

M.P.D.



Form: 15CH
Release: 1-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2

Real Property Act 1900



AM274694C

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the collection of 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 2090

(B) **LODGED BY**

Document
Collection
Box

296X

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

Conti Property Group
PO Box 443
CONCORD NSW 2137

(02) 9716 8686

LPI No. 135135U

Reference:

CODE

CH

(C) The Owners-Strata Plan No. **2090** certify that pursuant to a resolution passed on **07 March 2017** and

(D) in accordance with the provisions of **Section 110, 141, 108 & 143 of the Strata Schemes Management Act 2015**
the by-laws are changed as follows—

(E) Repealed by-law No.

Added by-law No. **Special By-laws 5, 6 and 7**

Amended by-law No.

as fully set out below:

As set out in Annexure A – Pages 17 to 25

(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. **2090** was affixed on **22 March 2017** in the presence of
the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Amy Kardum

Authority:

Conti Property Group, Strata Managing Agents

Signature:

Name:

Authority:



ANNEXURE A

BY-LAW - 1 NOISE

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

BY-LAW 2- VEHICLES

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

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.

BY-LAW 4 - DAMAGE TO LAWNS ETC. ON COMMON PROPERTY

An owner or occupier of a lot must not:

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

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 without the approval in writing of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep

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

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 ETC. ON COMMON PROPERTY

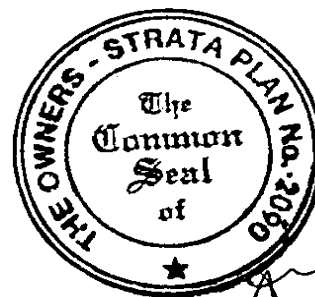
An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

BY-LAW 10 - DRYING OF LAUNDRY ITEMS

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the 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 glass in windows and all doors on the boundary of the lot, including so much as is common property.



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

BY-LAW 13 - MOVING FURNITURE, ETC., ON OR THROUGH COMMON PROPERTY

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

BY-LAW 14 FLOOR COVERINGS

- (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

An owner or occupier of a lot:

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

BY-LAW 16 - KEEPING OF ANIMALS

- (1) Subject to section 157 of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

BY-LAW 17 - APPEARANCE OF A LOT

- (1) The owner or occupier of a lot must not, without the written consent 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 - NOTICE BOARD

An owners corporation must cause a notice board to be affixed to some part of the common property.

BY-LAW 19 - CHANGE IN USE OF LOT TO BE NOTIFIED

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

Additional By-Law 1.

Meaning of Terms

In this By-law, these terms in any form shall mean:

Building Works means works proposed by the Lot Owner to enclose the existing balcony in accordance with the draft plans attached.

Law means any act, statute, regulation, proclamation, ordinance, rule or code enacted in New South Wales or the Commonwealth of Australia

Lot Owner means an owner from time to time of Lot 3 and Lot 7

Occupier means an occupier from time to time of a Lot in S/P 2090

1.1.1 Undefined words

Undefined words in the By-laws have the same meaning as they do in the Strata Schemes Management Act 1996.

1.2 Interpretation

Any reference to:

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

1.2.1 Headings

Headings do not affect the interpretation of the By-laws.

1.3 Special Privilege and Exclusive Use

1.3.1 Rights

Subject to the conditions of this By-law, the Lot Owner will have:

- (a) a special privilege to carry out the Building Works;
- (b) a special privilege in respect of the Common Property to erect and to keep the Building Works to and on the Common Property; and
- (c) The exclusive use of those parts of the Common Property occupied by and created by the Building Works.

1.4 Lots to be Benefitted

The Lot to which this additional By-law applies is:

Lot 3 and Lot 7

1.5 Repair and Maintenance

- (a) The Lot Owner must properly maintain and keep any Common Property created by the Building Works;
- (b) The Lot Owner must properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works as reasonably required, if necessary;
- (c) If the Executive Committee of the Owners Corporation determines that the Building Works have not been reasonably maintained then the Owners Corporation may have the necessary maintenance and /or repair carried out and the cost for such maintenance and/or repair shall be recoverable from the Lot Owner.

1.6 Performance of Works

In performing the Building Works, the Lot Owner must:

- (a) Comply with the reasonable requirements of the Owners Corporation;
- (b) Ensure that all areas outside the Lot Owner's lot are not made unclean or left untidy from the performance of the Building Works;
- (c) Ensure that no damage is caused to the Common Property or to another Lot, or if despite all reasonable precautions having been taken damage is caused, immediately to make good such damage;
- (d) not create noise that causes permanent discomfort, disturbance or unreasonable interference with the activities of an Owner of any Occupier of the Building;
- (e) effect and maintain throughout the duration of the carrying out of the Building Works all such insurance as may be required by Law; and
- (f) obtain all necessary consents, approvals and permissions for the Building such as are required by Law in New South Wales in respect of carrying out the Building Works.

The Building Works shall be carried out

- (a) in a proper and workmanlike manner and by duly licenced, insured and qualified contractors where required by Law; and
- (b) in accordance with any plans, drawings and specifications as attached; and
- (c) at the cost of the Owners Corporation.

1.7 Registration of By -Law

- (a) The Owners Corporation must attend to the prompt registration of this By – law at the Land and Property Information, New south Wales ;
- (b) The Owners Corporation must not, without the written consent of the Lot Owner amend or extinguish these by- laws;
- (c) The Owners Corporation and not the Lot Owner(s) shall be liable for the cost of the preparation and registration of this Additional by-law.

Additional By-Law 2.

Meaning of Terms

In this By-law, these terms in any form shall mean:

Building Works means works proposed by the Lot Owner to install gates to the existing ground floor balcony in accordance with the draft plans attached.

Law means any act, statute, regulation, proclamation, ordinance, rule or code enacted in New South Wales or the Commonwealth of Australia

Lot Owner means an owner from time to time of Lot 4 and Lot 10

Occupier means an occupier from time to time of a Lot in S/P 2090

2.1.1 Undefined words

Undefined words in the By-laws have the same meaning as they do in the Strata Schemes Management Act 1996.

2.2 Interpretation

Any reference to:

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

2.2.1 Headings

Headings do not affect the interpretation of the By-laws.

2.3 Special Privilege and Exclusive Use

2.3.1 Rights

Subject to the conditions of this By-law, the Lot Owner will have:

- (a) a special privilege to carry out the Building Works;
- (b) a special privilege in respect of the Common Property to erect and to keep the Building Works to and on the Common Property; and

- (c) The exclusive use of those parts of the Common Property occupied by and created by the Building Works.

2.4 Lots to be Benefitted

The Lot to which this additional By-law applies is:
Lot 4 and Lot 10

2.5 Repair and Maintenance

- (a) The Lot Owner must properly maintain and keep any Common Property created by the Building Works;
- (b) The Lot Owner must properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works as reasonably required, if necessary;
- (c) If the Executive Committee of the Owners Corporation determines that the Building Works have not been reasonably maintained then the Owners Corporation may have the necessary maintenance and /or repair carried out and the cost for such maintenance and/or repair shall be recoverable from the Lot Owner.

2.6 Performance of Works

In performing the Building Works, the Lot Owner must:

- (a) Comply with the reasonable requirements of the Owners Corporation;
- (b) Ensure that all areas outside the Lot Owner's lot are not made unclean or left untidy from the performance of the Building Works;
- (c) Ensure that no damage is caused to the Common Property or to another Lot, or if despite all reasonable precautions having been taken damage is caused, immediately to make good such damage;
- (d) not create noise that causes permanent discomfort, disturbance or unreasonable interference with the activities of an Owner of any Occupier of the Building;
- (e) effect and maintain throughout the duration of the carrying out of the Building Works all such insurance as may be required by Law; and
- (f) obtain all necessary consents, approvals and permissions for the Building such as are required by Law in New South Wales in respect of carrying out the Building Works.

SPECIAL BY-LAW 3

Preamble

The owners of Strata Plan 2090 are desirous of regulating in a fair and equitable manner and in accordance with the law and the provisions of the Strata Schemes Management Act 1996 (the "SSMA") and the Strata Schemes Freehold Development Act 1973 (the "SSFDA"), in so far as those statutes apply, the allocation of the common property spaces in respect of car parking by Lot Owners within the Strata Scheme comprising S/P 2090. (the "Strata Scheme")

Background to the Strata Scheme

The said Strata Scheme comprises a total of 36 Lots together with 5 garages. In addition there are located upon the common property of the said Strata Scheme seventeen (17) car spaces (the "Rental Car Spaces") and it is the orderly allocation of the said Rental Car Spaces that the owners of the said Strata Plan seek to regularize by the passing of this additional By law and in accordance with the provisions of the SSMA and the SSFDA as they may be applicable from time to time.

NOW

The Owners - Strata Plan 2090 have Specially Resolved pursuant to section 52 of the SSMA to make a By-Law for the regulation of the said Rental Car Spaces upon the following terms and conditions.

Additional By - Law - Rental of Car Parking facilities.

PART 1 – GRANT OF RIGHT

Notwithstanding anything contained in the By-laws as set out in the Schedule 1 By-laws contained in the SSMA (which apply to this Strata Scheme) or any other By-law applicable to the Strata Scheme, the said Lot Owners may, subject to the rights and liabilities set out below and subject to prompt payment of the annual rental as fixed from time to time at an Annual General Meeting of the Owners Corporation and in the absolute discretion of the Owners Corporation voting in an Annual General Meeting and at the individual Lot Owner's cost as agreed and applicable, carry out the Works on the terms and conditions set out in this Additional By-law.

PART 2 – THIS BY-LAW TO PREVAIL

If there is any inconsistency between any By-laws applicable to the said Strata Scheme and this Additional By-Law, then the provisions of this Additional By-Law shall prevail to the extent of the inconsistency.

PART 3 – DEFINITIONS & INTERPRETATION

3.1 Meaning of Terms

In this Additional By-law, unless the context otherwise requires or permits, these terms in any form shall mean:

- (a) Act means the Strata Schemes Management Act 1996;
- (b) Allocation Procedure means the procedure set out herein in respect of the ballot of all Lot Owners who are eligible to participate in the Rental Car Parking Scheme;
- (c) Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council;
- (d) Building means the building situated at 30 Ewart Street, Marrickville.
- (e) Council means the Marrickville Council;
- (f) Insurance means:
 - (i) Contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000; and
 - (ii) Workers compensation insurance
- (g) Lot means a lot in the Strata Plan of S/P 2090;

- (h) Owner means the owner of a Lot;
- (i) Law means any act, statute, regulation, proclamation, ordinance, rule or code enacted in New South Wales or the Commonwealth of Australia;
- (j) Lot Owner means an owner from time to time of a Lot in the Strata Plan;
- (k) Occupier means an occupier from time to time of a Lot in Strata Plan;
- (l) Rental Car Parking Scheme means the allocation of the 17 Rental Car Spaces to a participating Lot upon the common property under the Allocation Procedure;
- (m) Rental Car Spaces means the common property of the Strata Scheme containing seventeen (17) car spaces to be allocated in accordance with the Allocation Procedure.

3.2 Undefined words

Undefined words in the By-laws have the same meaning as they do in the Strata Schemes Management Act 1996.

3.3 Interpretation

Any reference to:

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

3.4 Headings

Headings do not affect the interpretation of the By-law.

PART 4 - SPECIAL PRIVILEGE AND EXCLUSIVE USE

4.1 Rights

- (a) Subject to the conditions of this By-law, unless an Owner or Occupier of a Lot has the prior written consent of the Owners Corporation and is also a participant in the Rental Car Parking Scheme, they must not park or stand their vehicle upon the

common property of the Strata Scheme comprised by any one of the said Rental Car Spaces;

- (b) An Owner or Occupier of a Lot must not allow any other person residing in their respective Lot /apartment to park a vehicle upon the common property of the Strata Scheme comprised by the said Rental Car Spaces unless they are a participant in the Rental Car Parking Scheme; .
- (c) An Owner or Occupier of a Lot must not allow any other person residing in their respective Lot /apartment to park a vehicle in a Rental Car Space, where that Owner or Occupier has the use of dedicated garage facilities, (whether or not such garage facilities are being used for storage and/or car parking purposes), unless such Owner or Occupier has the prior written consent of the Owners Corporation.

4.2 Intent of this By-law

The intent of this By- Law and the Special Privilege and Rights which it confers on those participants in the Rental Car Parking Scheme, is to regulate the parking of vehicles in and upon the common property in the Rental Car Spaces, such that the Rental Car Spaces situated upon the common property are only to be used by those Owners and Occupiers of a Lot which is a participant in the said Rental Car Parking Scheme from time to time and in accordance with the relevant number of the Rental Car Space allocated to such Lot from time to time and as set out on the attached Schedule marked "ES 1" and in accordance with the provisions contained within this Additional By-Law.

But this Special Privilege and the Rights which it confers is subject to and upon the basis that:

- (a) There is only one car to be parked in or upon the common property Rental Car Space allocated to that Lot;
- (b) That the right to use one of the common property Rental Car Spaces is only to be decided by the Allocation Procedure referred to below in Part 5 and by no other means;
- (c) That all participants in the said Rental Car Parking Scheme acknowledge that it constitutes a valuable right and carries with it responsibilities that are enforceable

by the Owners Corporation in the event of breach or non –compliance with these terms and conditions as set out in this Additional By-law.

PART 5 - LOTS TO BE BENEFITED AND CONDITIONS APPLICABLE

5.1).The Lots to which this additional By-law applies and which are to obtain the benefit of the rights and privileges attached to this Additional By-law and which are set out in the Schedule "EW 1" attached to and forming part of this Additional By-law, are all of those Lots within the said Strata Scheme formed by the said Strata Plan that do not have a garage or garage facilities as part of their Lot or as shown on their Certificate of Title;

5.2). Without limiting in anyway the above, the Lots to which this additional By-law applies and which will become the participants in the Rental Car Parking Scheme, will be decided by a ballot conducted at a General Meeting of all Lot Owners in accordance with the Act and called for this purpose and to decide specifically those Lots that will become participants in the said Rental Car Parking Scheme from time to time.

(the "Allocation Procedure");

5.3). It is a condition of this Additional By-law, that upon becoming a participant in the Rental Car Parking Scheme through the said Allocation Procedure, the Owner of each Lot so allocated must enter into a lease with the Owners Corporation of the said Strata Plan for the use of the allocated Rental Car Space (the "Rental Car Space Lease");

5.4). A monthly fee for the use of the said Rental Car Space, shall be agreed and set from time to time by the Owners Corporation at an Annual General Meeting, for the purposes of the said Rental Car Space Lease (the "Monthly Rental Fee");

5.5) The Monthly Rental Fee shall be payable by each of the participating Rental Car Space Lot Owners on an annual basis on or before the following Annual General Meeting;

5.6). The Monthly Rental Fee shall be calculated on an annual basis, paid in full in one lump sum in advance, immediately payable upon execution of the Rental Car Space Lease, and payable annually on the anniversary of the date of execution of the Rental Car Space Lease;

5.7). It is hereby agreed that time is of the essence in respect of this obligation and that it is a fundamental term of the said Rental Car Space Lease, such that any failure to perform

it in full, shall forfeit the right to the said allocated Rental Car Space by that participating Lot Owner at the time of the next Annual General Meeting;

5.8). Any participating Lot Owner in the Rental Car Space Scheme, who fails to pay the said Monthly Rental Fee as calculated upon an annual basis and payable in accordance with Part 5.6 herein, and who thereby forfeits the right to participate any further in the said Rental Car Space Scheme, shall in addition lose the right to be included in a further Allocation Procedure for a maximum of two (2) years in respect of Rental Car Spaces or any of them, but may be permitted to be included in Allocation Procedure earlier, if so decided by the Owners Corporation at a General Meeting being either an Annual General Meeting or an Extraordinary General Meeting called for that purpose;

5.9). It is a condition of this By-law that only financial Owners as described in the Act can participate in the said Rental Car Space Scheme and or the Allocation Procedure.

PART 6 - PERFORMANCE

In availing themselves of the Special Privilege and the Rights conferred by this additional By-law, the Lot Owner selected by ballott in accordance with the said Allocation Procedure must thereafter:

- (a) Comply with the reasonable requirements of the Owners Corporation at all relevant times;
- (b) Ensure that the common property Rental Car Space used by the Lot Owner is not made unclean or left untidy from the use of the said Rental Car Space which includes:
 - i. Ensuring no personal items remain in the area of the Rental Car Space
 - ii. Ensuring no items are stored on or around the Rental Car Space, in any manner whatsoever;
- (c) Ensure that no damage is caused to the common property comprised by the said Rental Car Space or to another Rental Car Space or to a Lot, or if despite all reasonable precautions having been taken damage is caused, immediately to make good such damage;

- (d) Not to create noise or nuisance that causes permanent discomfort, disturbance or unreasonable interference with the activities of another Owner or Occupier of the Building;
- (e) No structures are to be erected on the said Rental Car Space by the allocated Lot Owner including without limitation any car port or other shelter, but subject to Part 7 below;
- (f) Not interfere in any way whatsoever with the environment in way of and adjacent to their allocated Rental Car Space, including but without limitation, any garden area or trees, which at all relevant times shall remain the responsibility of the Owners Corporation and shall be maintained by the Owners Corporation and at its cost.

PART 7 – EXCEPTION TO PERFORMANCE CONDITIONS

Notwithstanding the above Performance Conditions, it is hereby expressly agreed that a Lot Owner participating in the Rental Car Space Scheme, may install a collapsible locking pole or other device to secure their allocated Rental Car Space, but only subject to the following conditions:

- (a) Installation will be arranged and performed only under the supervision and upon the instructions of the Owners Corporation, which for this purpose shall be delegated to the Strata Manager, who shall thereby be responsible for the safe and legal installation of the locking device as the agent of the Owners Corporation;
- (b) To ensure the uniformity of locking devices, the Strata Manager shall have the power to decide upon the type and technical requirements and specifications of any proposed locking device;
- (c) That the cost of the installation of the locking device is to be paid by each participating Lot Owner in respect of their Rental Car Space, together with all administration and or management costs, including those of the Strata Manager;
- (d) That all such costs and expenses shall be and form a charge on the Lot of the participating Owner such as to be recoverable in law as a debt due to the Owners Corporation;

- (e) That the decision of the Strata Manager reasonably applied, shall be final in so far as the type and technical requirements and specifications of each such locking device is concerned;
- (f) That so far as is practical, the Strata Manager shall require each locking device to be as nearly as possible identical in all respects to achieve the desired uniformity of appearance to the Rental Car Spaces.

PART 8 - REGISTRATION OF BY LAW

- (a) The Owners Corporation must attend to the prompt registration of this By – law at the Land and Property Management Authority, New South Wales ;
- (b) The Owners Corporation must not, without the written consent of all of the participating Lot Owners of the said Rental Car Parking Scheme amend or extinguish this Additional By- law;
- (c) The Owners Corporation shall be liable for the cost of the preparation and registration of this Additional By-law.

Added by-law No. Special By Law 1.

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

A notice or document served on an owner by e-mail 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 within 24 hours.'

SPECIAL BY-LAW 5

MINOR RENOVATION WORKS

Operation of by-law

1. The Owner under this by-law is the owner or owners of lots 1-36.
2. In the event of an inconsistency between this by-law and any other by-law applicable to strata scheme 2090, the terms of this by-law shall prevail to the extent of that inconsistency.
3. The Owner has right to perform Minor Renovation Works and keep the Minor Renovation Works installed on the common property subject to the conditions set out in this by-law.
4. The rights and obligations conferred under this by-law are conferred jointly and severally.

Definitions

5. In this by-law, unless the context otherwise requires:
 - (a) **Act** means the *Strata Schemes Management Act, 2015*.
 - (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
 - (c) **Building** means the building situated at 30 EWART STREET, MARRICKVILLE NSW 2204.
 - (d) **Council** means Inner West Council.
 - (f) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) workers compensation insurance; and
 - (iii) insurance required under the *Home Building Act, 1989* (if any).
 - (g) **Lot** means lots 1-36 in strata scheme 2090.
 - (h) **Minor Renovation Works** means the Owner's works to the Lot and the common property to be carried out for and in connection with:
 - (i) renovating a kitchen;
 - (ii) changing recessed light fittings;
 - (iii) installing or replacing wood or other hard floors;
 - (iv) installing or replacing wiring or cabling or power or access points;
 - (v) work involving reconfiguring walls (excluding common property and/or load bearing walls);
 - (vi) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
 - (vii) installing a rainwater tank;
 - (viii) installing a clothesline;
 - (ix) installing a reverse cycle split system air conditioner;
 - (x) installing double or triple glazed windows;
 - (xi) installing a heat pump;
 - (xii) installing ceiling insulation;
 - (xiii) installing bathroom ventilation; and
 - (xiv) any other worked prescribed by section 110 of the Act or regulation 28 of the Regulations as being minor renovation workstogether with:
 - (A) ancillary works to facilitate the works referred to above; and
 - (B) restoration of lot and common property (including the Lot) damaged by the works referred to above, and to be conducted strictly in accordance with the provisions of this by-law and any consents provided pursuant to this by-law.
 - (i) **Owner** means the owner or owners of the Lot.
 - (j) **Owners Corporation** means The Owners – Strata Plan No. 2090.
 - (k) **Plans** means the plans, documents, drawings and images for the Minor Renovation Works (if applicable).
 - (l) **Regulations** means the *Strata Schemes Management Regulation, 2016*.
6. In this by-law, unless the context otherwise requires:
 - (a) the singular includes the plural and vice versa;
 - (b) any gender includes the other gender;

- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (f) references to any Minor Renovation Works under this by-law include ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

Conditions

7. Before the Works commence, the Owner must:
 - (a) provide a copy of the Plans to the Owners Corporation;
 - (b) obtain all necessary approvals from any Authority and provide a copy to the Owners Corporation;
 - (c) obtain the written approval for the location, type, size and make of the Minor Renovation Works from the Owners Corporation (such approval not to be unreasonably withheld) and the strata committee is hereby delegated the function of giving such approvals on behalf of the Owners;
 - (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight hours of any request from the Owners Corporation; and
 - (e) effect and maintain Insurance and provide a copy to the Owners Corporation (if requested by the Owners Corporation).
8. To be compliant under this by-law, the Minor Renovation Works (if approved) must:
 - (a) be in keeping with the appearance and amenity of the Building in the reasonably held opinion of the Owners Corporation;
 - (b) be manufactured and designed to specifications for domestic use;
 - (c) comply with the provisions of the Building Code of Australia and Australian Standards (where relevant);
 - (d) comply with the *Home Building Act, 1989* (where relevant); and
 - (e) comprise materials that are new and suitable for the purpose for which they are used.
9. To be compliant under this by-law, any air-conditioning works (if approved) must have a condenser unit (external) that:
 - (a) is installed unobtrusively on the balcony or courtyard part of the Lot (or as otherwise specified by the Owners Corporation);
 - (b) is not visible from street level;
 - (c) has all pipe work covered with steel piping in the same colour from time to time as the exterior walls of the Building or as otherwise reasonably directed by the Owners Corporation;
 - (d) has all hole and/or penetrations made in order to facilitate the installation adequately sealed and waterproofed; and
 - (e) does not exceed 65Db(A) or such other acceptable sound rating as may be specified by an Authority or the Owners Corporation from time to time.
10. While the Minor Renovation Works are in progress the Owner of the Lot must:
 - (a) use duly licensed employees, contractors or agents to conduct the Minor Renovation Works;
 - (b) ensure that the Minor Renovation Works are carried out utilising only highest quality materials which are fit for purpose and used in accordance with the manufacturer's directions;
 - (c) ensure the Minor Renovation Works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards;
 - (d) ensure that the Minor Renovation Works are carried out expeditiously and with a minimum of disruption;
 - (e) ensure that any electricity or other services required to operate the Minor Renovation Works are installed so that they are connected to the Lot's electricity or appropriate supply;
 - (f) only carry out the Minor Renovation Works at times reasonably approved by the Owners Corporation;
 - (g) perform the Minor Renovation Works within three (3) months of their commencement or such other period as reasonably approved by the Owners Corporation;
 - (h) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
 - (i) protect all affected areas of the Building outside the Lot from damage relating to the Minor Renovation Works;
 - (j) ensure that the Minor Renovation Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;

- (k) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation; and
 - (l) not vary or increase the scope of Minor Renovation Works without first obtaining the consent in writing from the Owners Corporation.
11. After the Minor Renovation Works have been completed, the Owner must:
- (a) notify the Owners Corporation that the Minor Renovation Works have been completed;
 - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Minor Renovations Works and not permitted by this by-law has been rectified;
 - (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law from time to time;
 - (d) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Minor Renovation Works.
12. The Owners Corporation's right to access the Lot arising under this by-law expires as soon as it is reasonably satisfied that the provisions of Clause 11 above have been complied with.
13. The Owner:
- (a) must not carry out any alterations or additions or do any works (other than Minor Renovation Works expressly approved under this by-law);
 - (b) must properly maintain and upkeep the Minor Renovation Works;
 - (c) must ensure that the Minor Renovation Works and their use do not contravene any statutory requirements of any Authority;
 - (e) must use reasonable endeavours to cause as little disruption as possible when using the Minor Renovation Works;
 - (f) must ensure that the Minor Renovation Works do not create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property;
 - (g) must ensure that the Minor Renovation Works do not cause water escape or water penetration to lot or common property;
 - (h) must comply with all directions, orders and requirements of any Authority relating to the Minor Renovation Works and their use;
 - (i) remains liable for any damage to lot or common property (including the Lot) arising out of the Minor Renovation Works;
 - (j) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Minor Renovations Works including their use.
14. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the Lot to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.
15. The Minor Renovation Works will always remain the property of the Owner
16. In the event that the Owner desires to remove the Minor Renovation Works, the provisions of Clauses 10-13 will apply.

SPECIAL BY-LAW 6

GAS HOT WATER SYSTEM WORKS

Operation of by-law

1. The Owner under this by-law is the owner or owners of lots 1-36.
2. In the event of an inconsistency between this by-law and any other by-law applicable to strata scheme 2090, the terms of this by-law shall prevail to the extent of that inconsistency.
3. The Owner has the special privilege right to install the Works and keep the Works installed on the common property subject to the conditions set out in this by-law.
4. The rights and obligations conferred under this by-law are conferred jointly and severally.

Definitions

5. In this by-law, unless the context otherwise requires:
 - (a) **Act** means the *Strata Schemes Management Act, 2015*.
 - (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
 - (c) **Building** means the building known as Ewart Gardens, situated at 30 Ewart Street, Marrickville.
 - (d) **Council** means Inner West Council.
 - (e) **Gas Hot Water System** means the Owner's gas hot water system exclusively servicing the respective Lot and having an external unit to be installed on the external brickwork of the Building immediately adjoining the respective Lot.
 - (f) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) workers compensation insurance; and
 - (iii) insurance required under the *Home Building Act, 1989* (if any).
 - (g) **Lot** means lots 1-36 in strata scheme 2090.
 - (h) **Owner** means the owner or owners of the Lot.
 - (i) **Owners Corporation** means The Owners – Strata Plan No. 2090.
 - (j) **Plans** means the plans, documents, drawings and images for the works (if applicable).
 - (k) **Works** means the Owner's works to the Lot and the common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary) of a Gas Hot Water System together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the provisions of this by-law together with:
 - (A) ancillary works to facilitate the works referred to above; and
 - (B) restoration of lot and common property (including the Lot) damaged by the works referred to above,and to be conducted strictly in accordance with the provisions of this by-law.
 - (l) **Regulations** means the *Strata Schemes Management Regulation, 2016*.
6. In this by-law, unless the context otherwise requires:
 - (a) the singular includes the plural and vice versa;
 - (b) any gender includes the other gender;
 - (c) any terms in the by-law will have the same meaning as those defined in the Act;
 - (d) references to legislation include references to amending and replacing legislation;
 - (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
 - (f) references to any Works under this by-law include ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

Conditions

7. Before the Works commence, the Owner must:
 - (a) obtain all necessary approvals from any Authority and provide a copy to the Owners Corporation;
 - (b) obtain the written approval of the Strata Committee of the Owners Corporation (which must not be unreasonably withheld) to the proposed location, make, model no. and specifications of the Gas Hot Water System;
 - (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight hours of any request from the Owners Corporation;
 - (d) provide the Owners Corporation with the Owner's written consent to the making of this by-law; and
 - (e) effect and maintain Insurance and provide a copy to the Owners Corporation (if requested by the Owners Corporation).
8. To be compliant under this by-law, the Works (if approved) must:
 - (a) be in keeping with the appearance and amenity of the Building in the reasonably held opinion of the Owners Corporation;
 - (b) be manufactured and designed to specifications for domestic use;
 - (c) comply with the provisions of the Building Code of Australia and Australian Standards (where relevant);
 - (d) comply with the *Home Building Act, 1989* (where relevant);
 - (e) comprise materials that are new and suitable for the purpose for which they are used;
 - (f) be installed unobtrusively;
 - (g) have all pipe work covered with steel piping in the same colour from time to time as the exterior walls of the Building or as otherwise reasonably directed by the Owners Corporation; and
 - (h) have all hole and/or penetrations made in order to facilitate the Works adequately sealed and waterproofed.
9. While the Works are in progress the Owner of the Lot must:
 - (a) use duly licensed employees, contractors or agents to conduct the Works;
 - (b) ensure that the Works are carried out utilising only highest quality materials which are fit for purpose and used in accordance with the manufacturer's directions;
 - (c) ensure the Works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards;
 - (d) ensure that the Works are carried out expeditiously and with a minimum of disruption;
 - (e) ensure that any gas, electricity or other services required to operate the Gas Hot Water System are installed so that they are connected to the Lot's electricity or appropriate supply;
 - (f) only carry out the Works at times reasonably approved by the Owners Corporation;
 - (g) perform the Works within three (3) months of their commencement or such other period as reasonably approved by the Owners Corporation;
 - (h) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
 - (i) protect all affected areas of the Building outside the Lot from damage relating to the Works;
 - (j) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
 - (k) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation; and
 - (l) not vary or increase the scope of Works approved under this by-law without first obtaining the consent in writing from the Owners Corporation.
10. After the Works have been completed, the Owner must:
 - (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 has been rectified;
 - (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law from time to time;
 - (d) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works.

11. The Owners Corporation's right to access the Lot arising under this by-law expires as soon as it is reasonably satisfied that the provisions of Clause 10 above have been complied with.
12. The Owner:
 - (a) must not carry out any alterations or additions or do any works (other than Works expressly approved under this by-law);
 - (b) must properly maintain and upkeep the Works;
 - (c) must ensure that the Works and their use do not contravene any statutory requirements of any Authority;
 - (d) must maintain and upkeep those parts of the common property in immediate contact with the Works;
 - (e) must use reasonable endeavours to cause as little disruption as possible when using the Gas Hot Water System;
 - (f) must ensure that the Gas Hot Water System does not create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property;
 - (g) must ensure that the Gas Hot Water System does not cause water escape or water penetration to lot or common property;
 - (h) must comply with all directions, orders and requirements of any Authority relating to the Works and their use;
 - (i) remains liable for any damage to lot or common property (including the Lot) arising out of the Works;
 - (j) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their use and including but not limited to any loss of soundproofing caused by the performance of the Works.
13. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the Lot to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.
14. The Works will always remain the property of the Owner
15. In the event that the Owner desires to remove the Works, the provisions of Clauses 8-11 will apply.

SPECIAL BY-LAW 7

AWNING WORKS

Operation of by-law

1. The Owner under this by-law is the owner or owners of lots 1-36.
2. In the event of an inconsistency between this by-law and any other by-law applicable to strata scheme 2090, the terms of this by-law shall prevail to the extent of that inconsistency.
3. The Owner has the special privilege right to install the Works and keep the Works installed on the common property subject to the conditions set out in this by-law.
4. The rights under this by-law are conferred jointly and severally.

Definitions

5. In this by-law, unless the context otherwise requires:
 - (a) **Act** means the *Strata Schemes Management Act, 2015*.
 - (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
 - (c) **Awning** means the Owner's external awning weather protection device (including but not limited to shades and canopies) exclusively servicing the respective Lot and to be installed on the balcony or courtyard part of the respective Lot (not including the balcony or courtyard servicing the front entryway of the respective Lot).
 - (d) **Building** means the building known as Ewart Gardens, situated at 30 Ewart Street, Marrickville.
 - (e) **Council** means Inner West Council.
 - (f) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) workers compensation insurance; and
 - (iii) insurance required under the *Home Building Act, 1989* (if any).
 - (g) **Lot** means lots 1-36 in strata scheme 2090.
 - (h) **Owner** means the owner or owners of the Lot.
 - (i) **Owners Corporation** means The Owners – Strata Plan No. 2090.
 - (j) **Plans** means the plans, documents, drawings and images for the works (if applicable).
 - (k) **Works** means the Owner's works to the Lot and the common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary) of an Awning together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the provisions of this by-law together with:
 - (A) ancillary works to facilitate the works referred to above; and
 - (B) restoration of lot and common property (including the Lot) damaged by the works referred to above,and to be conducted strictly in accordance with the Plans and the provisions of this by-law.
 - (l) **Regulations** means the *Strata Schemes Management Regulation, 2016*.
6. In this by-law, unless the context otherwise requires:
 - (a) the singular includes the plural and vice versa;
 - (b) any gender includes the other gender;
 - (c) any terms in the by-law will have the same meaning as those defined in the Act;
 - (d) references to legislation include references to amending and replacing legislation;
 - (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
 - (f) references to any Works under this by-law include, where relevant, any ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment and fittings.

Conditions

7. Before the Works commence, the Owner must:
 - (a) obtain all necessary approvals from any Authority and provide a copy to the Owners Corporation;
 - (b) provide a copy of the Plans and a material sample to the Owners Corporation;
 - (c) obtain the written approval of the Strata Committee of the Owners Corporation (which must not be unreasonably withheld) to the proposed specifications, design, colour and finish of the Awning;
 - (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight hours of any request from the Owners Corporation;
 - (e) provide the Owners Corporation with the Owner's written consent to the making of this by-law; and
 - (f) effect and maintain Insurance and provide a copy to the Owners Corporation (if requested by the Owners Corporation).
8. To be compliant under this by-law, the Works (if approved) must:
 - (a) be in keeping with the appearance, amenity and architectural theme of the Building in the reasonably held opinion of the Owners Corporation;
 - (b) be manufactured and designed to specifications for domestic use;
 - (c) comply with the provisions of the Building Code of Australia and Australian Standards (where relevant);
 - (d) comply with the *Home Building Act, 1989* (where relevant); and
 - (e) comprise materials that are new and suitable for the purpose for which they are used.
9. While the Works are in progress the Owner of the Lot must:
 - (a) use duly licensed employees, contractors or agents to conduct the Works;
 - (b) ensure that the Works are carried out utilising only highest quality materials which are fit for purpose and used in accordance with the manufacturer's directions;
 - (c) ensure the Works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards;
 - (d) ensure that the Works are carried out expeditiously and with a minimum of disruption;
 - (e) only carry out the Works at times reasonably approved by the Owners Corporation;
 - (f) perform the Works within three (3) months of their commencement or such other period as reasonably approved by the Owners Corporation;
 - (g) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
 - (h) protect all affected areas of the Building outside the Lot from damage relating to the Works;
 - (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
 - (j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation; and
 - (k) not vary or increase the scope of Works approved under this by-law without first obtaining the consent in writing from the Owners Corporation.
10. After the Works have been completed, the Owner must:
 - (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 has been rectified;
 - (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law from time to time;
 - (d) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works.
11. The Owners Corporation's right to access the Lot arising under this by-law expires as soon as it is reasonably satisfied that the provisions of Clause 9 above have been complied with.

12. The Owner:

- (a) must not carry out any alterations or additions or do any works (other than Works expressly approved under this by-law);
- (b) must properly maintain and upkeep the Works;
- (c) must ensure that the Works and their use do not contravene any statutory requirements of any Authority;
- (d) must maintain and upkeep those parts of the common property in immediate contact with the Works;
- (e) must ensure that the Awning does not cause water escape or water penetration to lot or common property;
- (f) must comply with all directions, orders and requirements of any Authority relating to the Works and their use;
- (g) remains liable for any damage to lot or common property (including the Lot) arising out of the Works; and
- (h) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their use and including but not limited to any loss of soundproofing caused by the performance of the Works.

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

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

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

15. In the event that the Owner desires to remove the Works, the provisions of Clauses 8-11 will apply.



[Handwritten signature]

FILM WITH AM274694

Approved Form 10
Certificate re Initial Period

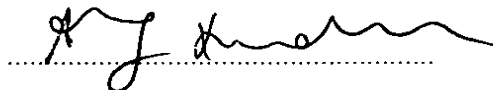
The owners corporation certifies that in respect of the strata scheme:

* 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 2090 was affixed on 22nd March 2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:



Name:

Amy Kardum

Authority:

Conti Property Group, Strata Managing Agents



Signature:

Name:

Authority:

^ Insert appropriate date

* Strike through if inapplicable.

Lodger Details

Lodger Code	509250M
Name	THOMAS MARTIN LAWYERS
Address	L 2, 29 KIORA RD MIRANDA 2228
Lodger Box	1W
Email	INFO@THOMASMARTINLAW.COM.AU
Reference	TM26517

Land Registry Document Identification

AW273485

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/SP2090	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP2090
Other legal entity

Meeting Date

23/03/2026

Added by-law No.

Details Special By-Laws 23 - 25

Amended by-law No.

Details N/A

Repealed by-law No.

Details N/A

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP2090
Signer Name	MALCOLM HINDI
Signer Organisation	THOMAS MARTIN LAW PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	05/07/2026

CONSOLIDATED BY-LAWS

Strata Plan No. 2090

BY-LAW-1 NOISE

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

BY-LAW 2- VEHICLES

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

BY-LAW 3 - OBSTRUCTION OF COMMON PROPERTY

“Electronic Signature of me, [insert name] affixed by me on [date] at [time].
An owner or occupier of a lot must not obstruct lawful use of common property by any person.

BY-LAW 4 - DAMAGE TO LAWNS ETC. ON COMMON PROPERTY

An owner or occupier of a lot must not:

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

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 without the approval in writing of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

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.



Electronic signature of me,
Yanna Francis, affixed by
me on 29 June 2026 at
9.50am

BY-LAW - 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 ETC. 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 likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

BY-LAW 10 - DRYING OF LAUNDRY ITEMS

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the 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 glass in windows and all doors on the boundary of the lot, including so much as is common property.

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

BY-LAW 13 - MOVING FURNITURE, ETC., ON OR THROUGH COMMON PROPERTY

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

BY-LAW 14 FLOOR COVERINGS

- (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

An owner or occupier of a lot:

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

BY-LAW 16 - KEEPING OF ANIMALS

- (1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

BY-LAW 17 - APPEARANCE OF A LOT

- (1) The owner or occupier of a lot must not, without the written consent 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 - NOTICE BOARD

An owners corporation must cause a notice board to be affixed to some part of the common property.

BY-LAW 19 - CHANGE IN USE OF LOT TO BE NOTIFIED

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

Additional By-Law 1.

Meaning of Terms

In this By-law, these terms in any form shall mean:

Building Works means works proposed by the Lot Owner to enclose the existing balcony in accordance with the draft plans attached.

Law means any act, statute, regulation, proclamation, ordinance, rule or code enacted in New South Wales or the Commonwealth of Australia

Lot Owner means an owner from time to time of Lot 3 and Lot 7

Occupier means an occupier from time to time of a Lot in S/P 2090

1.1.1 Undefined words

Undefined words in the By-laws have the same meaning as they do in the Strata Schemes Management Act 1996.

1.2 Interpretation

Any reference to:

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

1.2.1 Headings

Headings do not affect the interpretation of the By-laws.

1.3 Special Privilege and Exclusive Use

1.3.1 Rights

Subject to the conditions of this By-law, the Lot Owner will have:

- (a) a special privilege to carry out the Building Works;
- (b) a special privilege in respect of the Common Property to erect and to keep the Building Works to and on the Common Property; and
- (c) The exclusive use of those parts of the Common Property occupied by and created by the Building Works.

1.4 Lots to be Benefitted

The Lot to which this additional By-law applies is:

Lot 3 and Lot 7

1.5 Repair and Maintenance

- (a) The Lot Owner must properly maintain and keep any Common Property created by the Building Works;
- (b) The Lot Owner must properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works as reasonably required, if necessary;
- (c) If the Executive Committee of the Owners Corporation determines that the Building Works have not been reasonably maintained then the Owners Corporation may have the necessary maintenance and /or repair carried out and the cost for such maintenance and/or repair shall be recoverable from the Lot Owner.

1.6 Performance of Works

In performing the Building Works, the Lot Owner must:

- (a) Comply with the reasonable requirements of the Owners Corporation;
- (b) Ensure that all areas outside the Lot Owner's lot are not made unclean or left untidy from the performance of the Building Works;
- (c) Ensure that no damage is caused to the Common Property or to another Lot, or if despite all reasonable precautions having been taken damage is caused, immediately to make good such damage;
- (d) not create noise that causes permanent discomfort, disturbance or unreasonable interference with the activities of an Owner of any Occupier of the Building;
- (e) effect and maintain throughout the duration of the carrying out of the Building Works all such insurance as may be required by Law; and
- (f) obtain all necessary consents, approvals and permissions for the Building such as are required by Law in New South Wales in respect of carrying out the Building Works.

1.6.1. The Building Works shall be carried out

- (a) in a proper and workmanlike manner and by duly licenced, insured and qualified contractors where required by Law; and
- (b) in accordance with any plans, drawings and specifications as attached; and
- (c) at the cost of the Owners Corporation.

1.7 Registration of By-Law

- (a) The Owners Corporation must attend to the prompt registration of this By-law at the Land and Property Information, New south Wales;
- (b) The Owners Corporation must not, without the written consent of the Lot Owner amend or extinguish these by-laws;
- (c) The Owners Corporation and not the Lot Owner(s) shall be liable for the cost of the preparation and registration of this Additional by-law.

Additional By-Law 2.

Meaning of Terms

In this By-law, these terms in any form shall mean:

Building Works means works proposed by the Lot Owner to install gates to the existing ground floor balcony in accordance with the draft plans attached.

Law means any act, statute, regulation, proclamation, ordinance, rule or code enacted in New South Wales or the Commonwealth of Australia

Lot Owner means an owner from time to time of Lot 4 and Lot 10

Occupier means an occupier from time to time of a Lot in S/P 2090

2.1.1 Undefined words

Undefined words in the By-laws have the same meaning as they do in the Strata Schemes Management Act 1996.

2.2 Interpretation

Any reference to:

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

2.2.1 Headings

Headings do not affect the interpretation of the By-laws.

2.3 Special Privilege and Exclusive Use

2.3.1 Rights

Subject to the conditions of this By-law, the Lot Owner will have:

- (a) a special privilege to carry out the Building Works;
- (b) a special privilege in respect of the Common Property to erect and to keep the Building Works to and on the Common Property; and
- (c) The exclusive use of those parts of the Common Property occupied by and created by the Building Works.

2.4 Lots to be Benefitted

The Lot to which this additional By-law applies is:

Lot 4 and Lot 10

2.5 Repair and Maintenance

- (a) The Lot Owner must properly maintain and keep any Common Property created by the Building Works;
- (b) The Lot Owner must properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works as reasonably required, if necessary;
- (c) If the Executive Committee of the Owners Corporation determines that the Building Works have not been reasonably maintained then the Owners Corporation may have the necessary maintenance and /or repair carried out and the cost for such maintenance and/or repair shall be recoverable from the Lot Owner.

2.6 Performance of Works

In performing the Building Works, the Lot Owner must:

- (a) Comply with the reasonable requirements of the Owners Corporation;
- (b) Ensure that all areas outside the Lot Owner's lot are not made unclean or left untidy from the performance of the Building Works;
- (c) Ensure that no damage is caused to the Common Property or to another Lot, or if despite all reasonable precautions having been taken damage is caused, immediately to make good such damage;
- (d) not create noise that causes permanent discomfort, disturbance or unreasonable interference with the activities of an Owner of any Occupier of the Building;
- (e) effect and maintain throughout the duration of the carrying out of the Building Works all such insurance as may be required by Law; and
- (f) obtain all necessary consents, approvals and permissions for the Building such as are required by Law in New South Wales in respect of carrying out the Building Works.

The Building Works shall be carried out

- (a) in a proper and workmanlike manner and by duly licenced, insured and qualified contractors where required by Law; and
- (b) in accordance with any plans, drawings and specifications as attached; and
- (c) at the cost of the individual Lot Owner and not the Owners Corporation.

1.7 Registration of By-Law

- (a) The Owners Corporation must attend to the prompt registration of this By-law at the Land and Property Information, New south Wales;
- (b) The Owners Corporation must not, without the written consent of the Lot Owner amend or extinguish these by-laws;
- (c) The Lot Owner(s) shall be liable for the cost of the preparation and registration of this Additional by-law.

SPECIAL BY-LAW 3

Repealed 12th October 2020.

SPECIAL BY-LAW 4

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

A notice or document served on an owner by e-mail 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 within 24 hours.’

SPECIAL BY-LAW 5

MINOR RENOVATION WORKS

Operation of by-law

1. The Owner under this by-law is the owner or owners of lots 1-36.
2. In the event of an inconsistency between this by-law and any other by-law applicable to strata scheme 2090, the terms of this by-law shall prevail to the extent of that inconsistency.
3. The Owner has right to perform Minor Renovation Works and keep the Minor Renovation Works installed on the common property subject to the conditions set out in this by-law.
4. The rights and obligations conferred under this by-law are conferred jointly and severally.

Definitions

5. In this by-law, unless the context otherwise requires:
 - (a) **Act** means the *Strata Schemes Management Act, 2015*.
 - (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
 - (c) **Building** means the building situated at 30 EWART STREET, MARRICKVILLE NSW 2204.
 - (d) **Council** means Inner West Council.
 - (e) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) workers compensation insurance; and
 - (iii) insurance required under the *Home Building Act, 1989* (if any).
 - (f) **Lot** means lots 1-36 in strata scheme 2090.
 - (g) **Minor Renovation Works** means the Owner’s works to the Lot and the common property to be carried out for and in connection with:
 - (i) renovating a kitchen;
 - (ii) changing recessed light fittings;
 - (iii) installing or replacing wood or other hard floors;
 - (iv) installing or replacing wiring or cabling or power or access points;

- (v) work involving reconfiguring walls (excluding common property and/or load bearing walls);
- (vi) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
- (vii) installing a rainwater tank;
- (viii) installing a clothesline;
- (ix) installing a reverse cycle split system air conditioner;
- (x) installing double or triple glazed windows;
- (xi) installing a heat pump;
- (xii) installing ceiling insulation;
- (xiii) installing bathroom ventilation; and
- (xiv) any other worked prescribed by section 110 of the Act or regulation 28 of the Regulations as being minor renovation works

together with:

- (A) ancillary works to facilitate the works referred to above; and
- (B) restoration of lot and common property (including the Lot) damaged by the works referred to above, and to be conducted strictly in accordance with the provisions of this by-law and any consents provided pursuant to this by-law.

- (i) **Owners Corporation** means The Owners - Strata Plan No. 2090.
- (j) **Owner** means the owner or owners of the Lot.
- (k) **Plans** means the plans, documents, drawings and images for the Minor Renovation Works (if applicable).
- (l) **Regulations** means the *Strata Schemes Management Regulation, 2016*.

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other gender;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (f) references to any Minor Renovation Works under this by-law include ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

Conditions

7. Before the Works commence, the Owner must:
 - (a) provide a copy of the Plans to the Owners Corporation;
 - (b) obtain all necessary approvals from any Authority and provide a copy to the Owners Corporation;
 - (c) obtain the written approval for the location, type, size and make of the Minor Renovation Works from the Owners Corporation (such approval not to be unreasonably withheld) and the strata committee is hereby delegated the function of giving such approvals on behalf of the Owners;
 - (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight hours of any request from the Owners Corporation; and
 - (e) effect and maintain Insurance and provide a copy to the Owners Corporation (if requested by the Owners Corporation).
8. To be compliant under this by-law, the Minor Renovation Works (if approved) must:
 - (a) be in keeping with the appearance and amenity of the Building in the reasonably held opinion of the Owners Corporation;
 - (b) be manufactured and designed to specifications for domestic use;
 - (c) comply with the provisions of the Building Code of Australia and Australian Standards (where relevant);
 - (d) comply with the *Home Building Act, 1989* (where relevant); and
 - (e) comprise materials that are new and suitable for the purpose for which they are used.
9. To be compliant under this by-law, any air-conditioning works (if approved) must have a condenser unit (external) that:
 - (a) is installed unobtrusively on the balcony or courtyard part of the Lot (or as otherwise specified by the Owners Corporation);
 - (b) is not visible from street level;
 - (c) has all pipe work covered with steel piping in the same colour from time to time as the exterior walls of the Building or as otherwise reasonably directed by the Owners Corporation;
 - (d) has all hole and/or penetrations made in order to facilitate the installation adequately sealed and waterproofed; and
 - (e) does not exceed 65Db(A) or such other acceptable sound rating as may be specified by an Authority or the Owners Corporation from time to time.
10. While the Minor Renovation Works are in progress the Owner of the Lot must:
 - (a) use duly licensed employees, contractors or agents to conduct the Minor Renovation Works;
 - (b) ensure that the Minor Renovation Works are carried out utilising only highest quality materials which are fit for purpose and used in accordance with the manufacturer's directions;

- (c) ensure the Minor Renovation Works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards;
 - (d) ensure that the Minor Renovation Works are carried out expeditiously and with a minimum of disruption;
 - (e) ensure that any electricity or other services required to operate the Minor Renovation Works are installed so that they are connected to the Lot's electricity or appropriate supply;
 - (f) only carry out the Minor Renovation Works at times reasonably approved by the Owners Corporation;
 - (g) perform the Minor Renovation Works within three (3) months of their commencement or such other period as reasonably approved by the Owners Corporation;
 - (h) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
 - (i) protect all affected areas of the Building outside the Lot from damage relating to the Minor Renovation Works;
 - (j) ensure that the Minor Renovation Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
 - (k) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation; and
 - (l) not vary or increase the scope of Minor Renovation Works without first obtaining the consent in writing from the Owners Corporation.
11. After the Minor Renovation Works have been completed, the Owner must:
- (a) notify the Owners Corporation that the Minor Renovation Works have been completed;
 - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Minor Renovations Works and not permitted by this by-law has been rectified;
 - (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law from time to time;
 - (d) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Minor Renovation Works.
12. The Owners Corporation's right to access the Lot arising under this by-law expires as soon as it is reasonably satisfied that the provisions of Clause 11 above have been complied with.
13. The Owner:
- (a) must not carry out any alterations or additions or do any works (other than Minor Renovation Works expressly approved under this by-law);
 - (b) must properly maintain and upkeep the Minor Renovation Works;

- (c) must ensure that the Minor Renovation Works and their use do not contravene any statutory requirements of any Authority;
 - (d) must use reasonable endeavours to cause as little disruption as possible when using the Minor Renovation Works;
 - (e) must ensure that the Minor Renovation Works do not create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property;
 - (f) must ensure that the Minor Renovation Works do not cause water escape or water penetration to lot or common property;
 - (g) must comply with all directions, orders and requirements of any Authority relating to the Minor Renovation Works and their use;
 - (h) remains liable for any damage to lot or common property (including the Lot) arising out of the Minor Renovation Works;
 - (i) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Minor Renovations Works including their use.
14. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the Lot to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.
15. The Minor Renovation Works will always remain the property of the Owner
16. In the event that the Owner desires to remove the Minor Renovation Works, the provisions of Clauses 10-13 will apply.

SPECIAL BY-LAW 6

GAS HOT WATER SYSTEM WORKS

Operation of by-law

- 1. The Owner under this by-law is the owner or owners of lots 1-36.
- 2. In the event of an inconsistency between this by-law and any other by-law applicable to strata scheme 2090, the terms of this by-law shall prevail to the extent of that inconsistency.
- 3. The Owner has the special privilege right to install the Works and keep the Works installed on the common property subject to the conditions set out in this by-law.
- 4. The rights and obligations conferred under this by-law are conferred jointly and severally.

Definitions

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

- (a) **Act** means the *Strata Schemes Management Act, 2015*.
- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) **Building** means the building known as Ewart Gardens, situated at 30 Ewart Street, Marrickville.
- (d) **Council** means Inner West Council.
- (e) **Gas Hot Water System** means the Owner's gas hot water system exclusively servicing the respective Lot and having an external unit to be installed on the external brickwork of the Building immediately adjoining the respective Lot.
- (f) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) workers compensation insurance; and
 - (iii) insurance required under the *Home Building Act, 1989* (if any).
- (g) **Lot** means lots 1-36 in strata scheme 2090.
- (h) **Owner** means the owner or owners of the Lot.
- (i) **Owners Corporation** means The Owners - Strata Plan No. 2090.
- (j) **Plans** means the plans, documents, drawings and images for the works (if applicable).
- (k) **Works** means the Owner's works to the Lot and the common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary) of a Gas Hot Water System together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the provisions of this by-law

together with:
 - (A) ancillary works to facilitate the works referred to above; and
 - (B) restoration of lot and common property (including the Lot) damaged by the works referred to above,
 and to be conducted strictly in accordance with the provisions of this by-law.
- (l) **Regulations** means the *Strata Schemes Management Regulation, 2016*.

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other gender;

- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (f) references to any Works under this by-law include ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

Conditions

7. Before the Works commence, the Owner must:
 - (a) obtain all necessary approvals from any Authority and provide a copy to the Owners Corporation;
 - (b) obtain the written approval of the Strata Committee of the Owners Corporation (which must not be unreasonably withheld) to the proposed location, make, model no. and specifications of the Gas Hot Water System;
 - (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight hours of any request from the Owners Corporation;
 - (d) provide the Owners Corporation with the Owner's written consent to the making of this by-law; and
 - (e) effect and maintain Insurance and provide a copy to the Owners Corporation (if requested by the Owners Corporation).
8. To be compliant under this by-law, the Works (if approved) must:
 - (a) be in keeping with the appearance and amenity of the Building in the reasonably held opinion of the Owners Corporation;
 - (b) be manufactured and designed to specifications for domestic use;
 - (c) comply with the provisions of the Building Code of Australia and Australian Standards (where relevant);
 - (d) comply with the *Home Building Act, 1989* (where relevant);
 - (e) comprise materials that are new and suitable for the purpose for which they are used;
 - (f) be installed unobtrusively;
 - (g) have all pipe work covered with steel piping in the same colour from time to time as the exterior walls of the Building or as otherwise reasonably directed by the Owners Corporation; and
 - (h) have all hole and/or penetrations made in order to facilitate the Works adequately sealed and waterproofed.
9. While the Works are in progress the Owner of the Lot must:
 - (a) use duly licensed employees, contractors or agents to conduct the Works;

- (b) ensure that the Works are carried out utilising only highest quality materials which are fit for purpose and used in accordance with the manufacturer's directions;
 - (c) ensure the Works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards;
 - (d) ensure that the Works are carried out expeditiously and with a minimum of disruption;
 - (e) ensure that any gas, electricity or other services required to operate the Gas Hot Water System are installed so that they are connected to the Lot's electricity or appropriate supply;
 - (f) only carry out the Works at times reasonably approved by the Owners Corporation;
 - (g) perform the Works within three (3) months of their commencement or such other period as reasonably approved by the Owners Corporation;
 - (h) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
 - (i) protect all affected areas of the Building outside the Lot from damage relating to the Works;
 - (j) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
 - (k) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty- eight (48) hours of any request from the Owners Corporation; and
 - (l) not vary or increase the scope of Works approved under this by-law without first obtaining the consent in writing from the Owners Corporation.
10. After the Works have been completed, the Owner must:
- (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 has been rectified;
 - (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law from time to time;
 - (d) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works.
11. The Owners Corporation's right to access the Lot arising under this by-law expires as soon as it is reasonably satisfied that the provisions of Clause 10 above have been complied with.
12. The Owner:
- (a) must not carry out any alterations or additions or do any works (other than Works expressly approved under this by-law);
 - (b) must properly maintain and upkeep the Works;
 - (c) must ensure that the Works and their use do not contravene any statutory requirements of any Authority;

- (d) must maintain and upkeep those parts of the common property in immediate contact with the Works;
 - (e) must use reasonable endeavours to cause as little disruption as possible when using the Gas Hot Water System;
 - (f) must ensure that the Gas Hot Water System does not create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property;
 - (g) must ensure that the Gas Hot Water System does not cause water escape or water penetration to lot or common property;
 - (h) must comply with all directions, orders and requirements of any Authority relating to the Works and their use;
 - (i) remains liable for any damage to lot or common property (including the Lot) arising out of the Works;
 - (j) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their use and including but not limited to any loss of soundproofing caused by the performance of the Works.
13. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the Lot to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.
14. The Works will always remain the property of the Owner
15. In the event that the Owner desires to remove the Works, the provisions of Clauses 8-11 will apply.

SPECIAL BY-LAW 7

AWNING WORKS

Operation of by-law

- 1. The Owner under this by-law is the owner or owners of lots 1-36.
- 2. In the event of an inconsistency between this by-law and any other by-law applicable to strata scheme 2090, the terms of this by-law shall prevail to the extent of that inconsistency.
- 3. The Owner has the special privilege right to install the Works and keep the Works installed on the common property subject to the conditions set out in this by-law.
- 4. The rights under this by-law are conferred jointly and severally.

Definitions

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

- (a) **Act** means the *Strata Schemes Management Act, 2015*.
- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) **Awning** means the Owner's external awning weather protection device (including but not limited to shades and canopies) exclusively servicing the respective Lot and to be installed on the balcony or courtyard part of the respective Lot (not including the balcony or courtyard servicing the front entryway of the respective Lot).
- (d) **Building** means the building known as Ewart Gardens, situated at 30 Ewart Street, Marrickville.
- (e) **Council** means Inner West Council.
- (f) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) workers compensation insurance; and
 - (iii) insurance required under the *Home Building Act, 1989* (if any).
- (g) **Lot** means lots 1-36 in strata scheme 2090.
- (h) **Owner** means the owner or owners of the Lot.
- (i) **Owners Corporation** means The Owners - Strata Plan No. 2090.
- (j) **Plans** means the plans, documents, drawings and images for the works (if applicable).
- (k) **Works** means the Owner's works to the Lot and the common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary) of an Awning together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the provisions of this by-law together with:
 - (A) ancillary works to facilitate the works referred to above; and
 - (B) restoration of lot and common property (including the Lot) damaged by the works referred to above,

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

- (l) **Regulations** means the *Strata Schemes Management Regulation, 2016*.

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other gender;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;

- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (f) references to any Works under this by-law include, where relevant, any ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment and fittings.

Conditions

7. Before the Works commence, the Owner must:
 - (a) obtain all necessary approvals from any Authority and provide a copy to the Owners Corporation;
 - (b) provide a copy of the Plans and a material sample to the Owners Corporation;
 - (c) obtain the written approval of the Strata Committee of the Owners Corporation (which must not be unreasonably withheld) to the proposed specifications, design, colour and finish of the Awning;
 - (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight hours of any request from the Owners Corporation;
 - (e) provide the Owners Corporation with the Owner's written consent to the making of this by-law; and
 - (f) effect and maintain Insurance and provide a copy to the Owners Corporation (if requested by the Owners Corporation).
8. To be compliant under this by-law, the Works (if approved) must:
 - (a) be in keeping with the appearance, amenity and architectural theme of the Building in the reasonably held opinion of the Owners Corporation;
 - (b) be manufactured and designed to specifications for domestic use;
 - (c) comply with the provisions of the Building Code of Australia and Australian Standards (where relevant);
 - (d) comply with the *Home Building Act, 1989* (where relevant); and
 - (e) comprise materials that are new and suitable for the purpose for which they are used.
9. While the Works are in progress the Owner of the Lot must:
 - (a) use duly licensed employees, contractors or agents to conduct the Works;
 - (b) ensure that the Works are carried out utilising only highest quality materials which are fit for purpose and used in accordance with the manufacturer's directions;
 - (c) ensure the Works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards;
 - (d) ensure that the Works are carried out expeditiously and with a minimum of disruption;
 - (e) only carry out the Works at times reasonably approved by the Owners Corporation;

- (f) perform the Works within three (3) months of their commencement or such other period as reasonably approved by the Owners Corporation;
 - (g) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
 - (h) protect all affected areas of the Building outside the Lot from damage relating to the Works;
 - (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
 - (j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty- eight (48) hours of any request from the Owners Corporation; and
 - (k) not vary or increase the scope of Works approved under this by-law without first obtaining the consent in writing from the Owners Corporation.
10. After the Works have been completed, the Owner must:
- (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 has been rectified;
 - (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law from time to time;
 - (d) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works.
11. The Owners Corporation's right to access the Lot arising under this by-law expires as soon as it is reasonably satisfied that the provisions of Clause 9 above have been complied with.
12. The Owner:
- (a) must not carry out any alterations or additions or do any works (other than Works expressly approved under this by-law);
 - (b) must properly maintain and upkeep the Works;
 - (c) must ensure that the Works and their use do not contravene any statutory requirements of any Authority;
 - (d) must maintain and upkeep those parts of the common property in immediate contact with the Works;
 - (e) must ensure that the Awning does not cause water escape or water penetration to lot or common property;
 - (f) must comply with all directions, orders and requirements of any Authority relating to the Works and their use;
 - (g) remains liable for any damage to lot or common property (including the Lot) arising out of the Works; and

- (h) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their use and including but not limited to any loss of soundproofing caused by the performance of the Works.
13. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the Lot to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.
14. The Works will always remain the property of the Owner
15. In the event that the Owner desires to remove the Works, the provisions of Clauses 8-11 will apply.

SPECIAL BY-LAW 8

MAJOR RENOVATION WORKS

Part 1.1 — Grant of Right

- (a) Notwithstanding anything contained in the by-laws applicable to the scheme, an Owner has the right to carry out Works (at the Owner's cost and to remain the Owner's fixture) subject to the provisions of Part 3 of this by-law.
- (b) An occupier has no right to carry out any Works contemplated by this by-law or otherwise.
- (c) The purpose of this by-law is to allow Owners to install works affecting common property and to regulate their maintenance.

Part 1.2 — This By-law to Prevail

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

Part 2 — Definitions & Interpretation

2.1 Definitions

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) **Bond** means the bond for the works payable to the Owners Corporation being \$1,000.00 (inclusive of GST) upon the making of this by-law and to be reviewed and determined by the Owners Corporation or the strata committee of the Owners Corporation from time to time.
- (d) **Building** means the building situated at 30 Ewart Street, Marrickville.

- (e) **Council** means Inner West Council (Marrickville).
- (f) **Essential Works** means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under section 122(1) of the Act or any other law to any part of the common property structure or services including within a lot.
- (g) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000.00;
 - (ii) insurance required under the *Home Building Act, 1989* (if any); and
 - (iii) workers' compensation insurance.
- (h) **Lot** means any lot in strata plan number 2090.
- (i) **Works** means works affecting the common property in the strata scheme pursuant to section 111 of the Act, including:
 - i. works involving structural changes including the removal of common property walls;
 - ii. works which change the external appearance of a Lot, including the installation of an external access ramp;
 - iii. works involving waterproofing; and
 - iv. the installation of air-conditioning (other than a reverse cycle split system air-conditioner to which section 110 of the Act applies), hot water systems, security/alarm systems, security grilles, shutters and any additions to the common property, for example, pergolas and vergolas, whirly birds, solar panels, garage door motors, skylights and satellite dishes, television cables and antennae

but does not include any works which are cosmetic works for the purposes of section 109 of the Act, and works which are minor renovation works for the purposes of section 110 of the Act.
- (j) **Owner** means the owner of the Lot from time to time.
- (k) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 2090.

2.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successor, permitted assigns or transferees; and

- (f) references to any Works under this by-law include, where relevant, all other ancillary equipment, appurtenance and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment, appurtenance and fitting.

Part 3.1 — Before Commencement

- (a) Before commencement of any Works, the Owner must:
 - (i) prepare and provide to the Owners Corporation:
 - (I) a new by-law under the Act, to amend the definition of “Works”, “Lot” and include a definition of “Plans” to cover the specific scope of Works to be carried out; and
 - (II) the Owner’s written consent to:
 - (A) the passing of the by-law; and
 - (B) be responsible for the maintenance, repair and replacement of the Works,such by-law and written consent to be prepared in terms of that set out in “Annexure A” and “Annexure B” by a solicitor appointed by the Owners Corporation and to be considered at the next annual general meeting of the Owners Corporation;
 - (ii) provide a complete proposal concerning the Works including but not limited to:
 - (I) plans and specifications of the proposed Works;
 - (II) specifications for any sound rating, type, size, together with the manufacturer’s or suppliers brochure regarding same;
 - (III) a diagram depicting the location of or proposed installation points of all parts of the Works;
 - (IV) engineering plans, dilapidation reports and certifications if requested by the Owners Corporation;
 - (V) any necessary approvals/consents/permits from any Authority;
 - (VI) a report(s) from an engineer nominated by the Owners Corporation concerning the impact of the Works on the structural integrity of the Building and Lot and common property;
 - (iii) pay for all costs of the Owners Corporation including:
 - (I) legal fees for reviewing the proposal;
 - (II) fees for convening any meeting to consider the proposal;
 - (III) any other reasonable professional fees required to consider the proposal including strata management fees; and
 - (IV) registration fees for the by-law contemplated in clause 3.1(a)(i)(I);
 - (iv) pay the Bond if required by the Strata Committee, such Bond to be refunded within sixty (60) days from completion of any Works less any costs incurred by the Owners Corporation for or in connection with the carrying out of the Works or breach of this by-law; and

- (v) obtain the written consent to commencement of the Works from the Owners Corporation upon satisfaction of its obligations in paragraphs (a)(i)-(iv) above.
- (b) Upon receipt of a by-law under clause 3(a)(i)(1) the Owners Corporation (or strata committee) will review the proposal and stipulate any relevant conditions to be contained in the common property rights by-law. Such conditions to include (but not be limited to) those set out in this by-law.

Part 3.2 - Compliant Works

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

- (a) must be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) must be manufactured and designed to specifications for domestic use; and
- (c) for air-conditioning, must:
 - (i) be installed in a manner to minimise noise and vibration;
 - (ii) be installed unobtrusively in a location as approved by the Owners Corporation;
 - (iii) have an acceptable sound rating as specified by the Owners Corporation in writing, such rating not to exceed the original specifications in respect of the Building; and
 - (iv) have all external piping and electrical work covered with the same style downpipe used for the existing guttering of the Building.

Part 3.3 - During Construction

The aim of this clause is to regulate construction so that (among other things) the Works do not interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property, and protect the Owners Corporation in the event that damage is caused to the common property in the course of constructions.

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

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) only carry out the Works between the hours permitted by Council. No Works are to be carried out on a Sunday or public holiday unless they are silent works (eg painting) and Council permits;
- (e) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation. For the avoidance of doubt, no building items may be disposed of or left anywhere on or about the common property;
- (f) not allow waste bins or skips to be placed on or near the common property without the prior written consent of the Owners Corporation;

- (g) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;
- (h) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (i) keep the Lot's front entrance door closed at all times (where possible);
- (j) provide to the strata committee at least forty-eight (48) hours prior written notice of any noisy works (e.g., jackhammering, the use of any pneumatic, rotary or powder actuated tools);
- (k) comply with Council regulations about noise;
- (l) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable time;
- (m) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty- eight (48) hours of any request from the Owners Corporation (for clarity, more than one inspection may be required);
- (n) observe all of the other by-laws applicable to the strata scheme; and
- (o) not vary the Works or their scope without first obtaining the written consent of the Owners Corporation.

Part 3.4 - After Construction

3.4.1 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 has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty- eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law; and
- (f) provide the Owners Corporation with a report(s) from an engineer nominated by the Owners Corporation concerning the impact of the works on the structural integrity of the Building and Lot and common property;

3.4.2 The Owners Corporation's right to access the Lot under this by-law expires once it is reasonable satisfied that paragraphs (a) to (e) above have been complied with.

Part 3.5 - Enduring Rights and Obligations

3.5 An Owner shall:

- (a) protect all affected areas of the Building outside of the Lot from damage relating to the installation, repair, replacement or removal of the Works;
- (b) use reasonable endeavours to ensure no nuisance is caused as a result of the use of the Works including where relevant the prevention of water escape or noise;
- (c) maintain, replace, and keep in good and serviceable repair any Works installed by them or the occupier of their Lot;
- (d) maintain and upkeep those parts of the common property in contact with the Works;
- (e) remain liable for any damage to lot or common property arising out of or in connection with the installation, repair, replacement or removal of the Works;
- (f) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- (g) comply with all directions, orders and requirements of any Authority relating to the use of the Works;
- (h) remove any Works which contravene the requirements of this by-law or any Authority and reinstate the common property, as and when directed by the Owners Corporation;
- (i) must ensure that the Works within the Lot are not likely to disturb the peaceful enjoyment of the Owner or occupier of another Lot;
- (j) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property (including the Lot);
- (k) ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply;
- (l) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the Owner, and
- (m) without derogating from the generality of paragraph (1) above, indemnifies and shall keep indemnified the Owners Corporation against any loss, damage to or destruction of the Works caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where the Owner or occupier is in breach of clause 3.7.

Part 3.6 — Recovery of Costs

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

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) apply the Bond towards the costs incurred by the Owners Corporation to carry out that work;
- (d) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order; and
- (e) recover any costs from the Owner as a debt due.

Part 3.7 - Essential Works

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

Part 3.8 Applicability

- 3.8.1 For the avoidance of doubt, this clause applies to all Works installed prior to and after this by-law being made.
- 3.8.2 In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

Annexure “A”

MOTION < >

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

MOTION < >

Subject to the preceding motion being approved The Owners - Strata Plan No. ##### SPECIALLY RESOLVES pursuant to section 143 of the Strata Schemes Management Act, 2015 to make a by-law in the following terms:

SPECIAL BY-LAW

LOT < > MAJOR RENOVATION WORKS

The provisions of Parts 1, 2, and 3 of Special By-law No. < > are adopted for the purposes of this by-law with the exception of the insertion of the definition of “Plans” and the amendment of the definition of “Works” and “Lot” as follows:

- (a) “**Works**” means the works to the Lot and the common property to be carried out in connection with the <INSERT FOR EXAMPLE - BATHROOM RENOVATION> works for the Lot including:
 - (i) <INSERT SCOPE OF WORKS>; and
 - (ii) The restoration of lot and common property including the Lot damaged by the works referred to above,all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.
- (b) “**Lot**” means <INSERT RELEVANT LOT#>
- (c) “**Plans**” means the plans/drawings prepared by <INSERT NAME> and dated <INSERT DATE> a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

Annexure “B”

CONSENT UNDER SECTION 143 (1)

STRATA SCHEMES MANAGEMENT ACT, 2015

TO: The Registrar-General
Land & Property Information NSW
Queens Square
SYDNEY NSW 2000

I/We, <NAME(S)>, CONSENT to the making of a by-law conferring rights over the common property for the installation of <DESCRIBE WORKS> to be carried out by the owner/s of lot <LOT> in our scheme and conferring on them the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on <DATE>, or any adjournment of that meeting.

Dated: _____

Signature: _____

Owner of lot: _____

Cc: The Owners - Strata Plan No #####

SPECIAL BY-LAW 9

LOT 35 WORKS

The provisions of Parts 1, 2, and 3 of Special By-law No. 8 are adopted for the purposes of this by-law with the exception of the insertion of the definition of “Plans” and the amendment of the definition of “Works” and “Lot” as follows:

- (a) **“Works”** means the works to the Lot and the common property to be carried out in connection with the bathroom renovation works for the Lot including:
 - (i) Waterproofing works, replacement of wall and floor tiles, vanity, toilet, bath tub and tapware, installation of wall fan; and
 - (ii) The restoration of lot and common property including the Lot damaged by the works referred to above,all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.
- (b) **“Lot”** means 35.
- (c) **“Plans”** means the plans/drawings prepared by Peter Chmielewski and dated 9 July 2018 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

SPECIAL BY-LAW 10

RECOVERY OF EXPENSES

Part 1

Part 1.1 - Application of by-law

Notwithstanding anything contained in the by-laws applicable to the scheme, all Owners and occupiers are subject to the provisions of Part 3 of this by-law.

Part 1.2 - This by-law to prevail

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

If there is any direct inconsistency between this by-law and an Order of a Court or Tribunal, then the Order shall prevail to the extent of that inconsistency.

Part 2 - Definitions and interpretations

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

- (a) **Act** means the *Strata Schemes Management Act, 2015*.
- (b) **Contractor** means any contractor, employee or tradesperson engaged by the Owners Corporation to carry out works on behalf of the Owners Corporation from time to time, whether or not on a recurring basis.
- (c) **Court or Tribunal** means any Australian court or tribunal
- (d) **Fire Certifier** means any certifier engaged to perform a Fire Safety Inspection or Fire Safety Services on behalf of Strata Scheme 2090 from time to time.

- (e) **Fire Safety Inspection** means any inspection carried out on lot or common property by a Fire Certifier for the purpose assessing the fire safety compliance status of Strata Scheme 2090 with respect to applicable fire safety regulations.
- (f) **Fire Safety Services** means any services carried out on lot or common property by a Fire Certifier.
- (g) **Lot** means any lot in Strata Scheme 2090.
- (h) **Notice to Comply** means a notice served on an owner or occupier of a Lot requiring the owner or occupier to comply with a specified by-law, pursuant to section 146 of the Act.
- (i) **Order** means an order of any Court or Tribunal.
- (j) **Owner** means the owner of the Lot.
- (k) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 2090.
- (l) **Proceedings** means any application to or action in any Court or Tribunal.

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

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

2.3 For the avoidance of doubt, Fire Safety Inspections include regular periodic inspections and subsequent inspections required to further investigate or rectify fire safety defects and/or hazards.

Part 3 - Recovery of expenses

3.1 An Owner or occupier of a Lot who:

- (a) fails to nominate an appropriate time for their lot to be inspected in relation to a Fire Safety Inspection or be made available for Fire Safety Services to be conducted by a Fire Certifier within a period of time nominated by the Owners Corporation despite being requested to do so by the Owners Corporation;
- (b) nominates a time for their lot to be inspected in relation to a Fire Safety Inspection or be made available for Fire Safety Services to be conducted by a Fire Certifier but fails to make their lot available at the nominated time;
- (c) causes, through their actions or omissions (including but not limited to the performance of unauthorised works to lot or common property) the Owners Corporation to be issued with a fire order;
- (d) triggers a false fire alarm and/or causes, through their actions or omissions the Owners Corporation to incur false fire alarm call out charges from Fire and Rescue NSW (whether directly or through the Owners Corporation's contractor);

- (e) liaises with, corresponds with, directs or instructs the Owners Corporation's Contractor or engages in discourse with the Contractor in relation to any matter being attended to on behalf of the Owners Corporation by the Contractor, without the prior written approval of the Owners Corporation;
- (f) fails to nominate an appropriate time for their Lot to be inspected by a Contractor or made available for works by a Contractor within a period of time nominated by the Owners Corporation despite being requested to do so by the Owners Corporation;
- (g) nominates a time for their lot to be inspected by a Contractor or made available for works by a Contractor but fails to make their lot available at the nominated time;
- (h) instigates, commences or continues with any Proceedings (including but not limited to appeal proceedings), and such Proceedings are dismissed, withdrawn, discontinued, struck out or give rise to Orders against the Owner or occupier;
- (i) contravenes any by-law applicable to the strata scheme, and is issued with a Notice to Comply by the Owners Corporation in relation to that breach;
- (j) instigates or allows repairs by the Owners Corporation's Contractor to the Owner's Lot property, whether directly or through the property manager for the respective Lot;
- (k) causes (through their direct or indirect action or omission) the Owners Corporation to incur additional strata management expenses (for example, by way of instruction to the strata managing agent without the authority or approval of the Owners Corporation);
- (l) causes the Owners Corporation to convene a general meeting or strata committee meeting to consider the Owner's proposed renovation Works (whether or not the proposed renovation works are Minor Renovation Works for the purposes of section 110 of the Act);
- (m) causes the Owners Corporation to incur by-law drafting and/or registration expenses in relation to the Owner's proposed renovation Works; or
- (n) damages or defaces common property (whether or not wilfully), causing the Owners Corporation to incur repair costs in connection with that damage;

Indemnifies the Owners Corporation for the expenses incurred in connection with that conduct.

3.2 For the avoidance of doubt, the reference to expenses in clause 3.1 above includes (but is not limited to):

- (a) Fire Certifier expenses;
- (b) the sum of any fire order;
- (c) strata managing agent fees;
- (d) legal costs and disbursements;
- (e) expert fees;
- (f) Contractor callout fees;
- (g) expenses incurred by the Owners Corporation in connection with issuing a Notice to Comply;
- (h) Associated expenses incurred by the Owners Corporation in connection with the maintenance, repair, renewal or replacement of Owners' Lot property; and

- (i) New South Wales Land Registry Service registration fees.
- 3.3 The expenses referred to in paragraph 3.1 above are payable by the relevant Owner or occupier to the Owners Corporation within 14 days of being served with written notice by the Owners Corporation.
- 3.4 If an Owner or occupier fails to comply with any obligation under this by-law the Owners Corporation may recover the costs of enforcement of this by-law from the Owner or occupier as a debt due (and include reference of that debt on levy notices and any other levy reports or information) and the Owner or occupier acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.
- 3.5 The Owners acknowledge that the Owners Corporation may recover any expenses pursuant to this by-law with respect to a Lot from the Owner of the respective Lot. For the avoidance of doubt, the Owners Corporation may recover expenses from an Owner of a Lot in circumstances where the expenses were occasioned by, relate to or are the direct or indirect result of the actions or omissions of the occupier of the Lot.

SPECIAL BY-LAW 11

LOT 27 WORKS

The provisions of Parts 1, 2, and 3 of Special By-law No. 8 are adopted for the purposes of this by-law with the exception of the insertion of the definition of “Plans” and the amendment of the definition of “Works” and “Lot” as follows:

- (a) “**Works**” means the works to the Lot and the common property to be carried out in connection with the kitchen, bathroom, living & bedrooms (1 & 2) renovation works for the Lot including:
 - (i) Dismantle/remove existing kitchen & install new, remove floor tiles & replace with engineered floating floorboards;
 - (ii) Relocation of internal wall, stripping of linings, removal of bathtub, shower, fixtures and fittings & install new linings, shower, fixtures and fittings, waterproofing works;
 - (iii) Removal of existing floor tiles in living area and replace with engineered floating floorboards;
 - (iv) Extend wall between bedroom 1 & 2, replace carpet, install new built-in wardrobes in both bedrooms; and
 - (v) The restoration of lot and common property including the Lot damaged by the works referred to above,all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.
- (b) “**Lot**” means 27.
- (c) “**Plans**” means the plans/drawings prepared by H&H Consulting Engineers Pty Ltd dated 24 January 2019 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

SPECIAL BY-LAW 12

LOT 16 WORKS

The provisions of Parts 1, 2, and 3 of Special By-law No. 8 are adopted for the purposes of this by-law with the exception of the insertion of the definition of “Plans” and the amendment of the definition of “Works” and “Lot” as follows:

- (a) **“Works”** means the works to the Lot and the common property to be carried out in connection with the air-conditioning works for the Lot including:
 - (i) Installation of split system air-conditioner (main unit attached to a common external wall);
 - (ii) External condenser will be plumbed to drain;
 - (iii) The restoration of lot and common property including the Lot damaged by the works referred to above,all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.
- (b) **“Lot”** means 16.
- (c) **“Plans”** means the correspondence submitted by Thomas Brazel dated 14 August 2019 a copy of which was tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

SPECIAL BY-LAW 13**LOT 34 WORKS**

The provisions of Parts 1, 2, and 3 of Special By-law No. 8 are adopted for the purposes of this by-law with the exception of the insertion of the definition of “Plans” and the amendment of the definition of “Works” and “Lot” as follows:

- (a) **“Works”** means the works to the Lot and the common property to be carried out in connection with the bathroom renovation works for the Lot including:
 - (i) Disconnect plumbing and remove old fittings and fixtures (bath, sink/vanity, toilet and tapware),strip tiles from walls and floor;
 - (ii) Brick up wall opening inside (gas HWS void) and render walls;
 - (iii) Build hob wall for bath and dummy wall and ledge for plumbing behind bath and under vanity;
 - (iv) Waterproof to Australian Standards and screed floor (polyethylene waterproof membrane to be specified);
 - (v) Re-tile walls and floor and install new fixtures and fittings;
 - (vi) Remove rubbish and clean site; and
 - (vii) The restoration of lot and common property including the Lot damaged by the works referred to above,all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.
- (b) **“Lot”** means 34.
- (c) **“Plans”** means the plans/drawings prepared by Laila Ellmoos dated 14 February 2020 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

SPECIAL BY-LAW 14**PARKING SPACE ALLOCATION BY-LAW**

Repealed 13 September 2021.

SPECIAL BY-LAW 15

LOT 30 MAJOR RENOVATION WORKS

The provisions of Parts 1, 2, and 3 of Special By-law No. 8 are adopted for the purposes of this by-law with the exception of the insertion of the definition of “Plans” and the amendment of the definition of “Works” and “Lot” as follows:

- (a) **“Works”** means the works to the Lot and the common property to be carried out in connection with the bathroom renovation works for the Lot including:
 - (i) Remove old tiles, bath, toilet, vanity and shower screen;
 - (ii) Chase/conceal pipework (hot water system);
 - (iii) Supply/install new shower mixer tap, toilet, vanity, mirror & towel holder;
 - (iv) Cement render wall and screed floor, waterproof all wet areas to comply with AS3740, install new wall and floor tiles;
 - (v) Supply/install new cornices, paint ceiling; and
 - (vi) The restoration of lot and common property including the Lot damaged by the works referred to above,all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.
- (b) **“Lot”** means 30.
- (c) **“Plans”** means the correspondence/documentation submitted by Jessica Rissman and dated 13 October 2020 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

SPECIAL BY-LAW 16

LOT 20 WORKS

The provisions of Parts 1, 2, and 3 of Special By-law No. 8 are adopted for the purposes of this by-law with the exception of the insertion of the definition of “Plans” and the amendment of the definition of “Works” and “Lot” as follows:

- (a) **“Works”** means the works to the Lot and the common property to be carried out in connection with the bathroom & kitchen renovation works for the Lot including:
 - (i) Replace bathroom floor tiles, waterproof all wet areas to comply with AS3740 and the NCC Building Code of Australia, install new 1200mm high false wall built for reticulation of services to existing service riser, install shaving cupboard, new toilet, frameless glass shower screen, new shower head, install new linear drain utilising existing floor waste drainage point, WC & sink drainage reticulate through wall to existing stack connection;
 - (ii) Replace existing kitchen benchtop and splashback, install dishwasher;
 - (iii) Associated painting works, replacement of front security screen door; and
 - (iv) The restoration of lot and common property including the Lot damaged by the works referred to above,all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.
- (b) **“Lot”** means 20.

- (c) “Plans” means the plans/drawings/documentation prepared by Thomas Vale dated 8 September 2021 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

SPECIAL BY-LAW 17

LOT 14 WORKS

The provisions of Parts 1, 2, and 3 of Special By-law No. 8 are adopted for the purposes of this by-law with the exception of the insertion of the definition of “Plans” and the amendment of the definition of “Works” and “Lot” as follows:

- (a) “Works” means the works to the Lot and the common property to be carried out in connection with the air-conditioning works for the Lot including:
- (i) Installation of split system air-conditioner (single external unit mounted on the wall next to the balcony door);
 - (ii) External condenser will be plumbed to drain;
 - (iii) The restoration of lot and common property including the Lot damaged by the works referred to above,
- all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.
- (b) “Lot” means 14.
- (c) “Plans” means the correspondence submitted by Anne Ellis dated 13 September 2021 a copy of which was tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

SPECIAL BY-LAW 18

LOT 21 MAJOR RENOVATION WORKS

The provisions of Parts 1, 2, and 3 of Special By-law No. 8 are adopted for the purposes of this by-law with the exception of the insertion of the definition of “Plans” and the amendment of the definition of “Works” and “Lot” as follows:

- (a) “Works” means the works to the Lot and the common property to be carried out in connection with the BATHROOM RENOVATION works for the Lot including:
- (i) Dismantle entire bathroom and remove toilet, shower screen and vanity;
 - (ii) Remove existing floor tiles and wall tiles;
 - (iii) Remove existing cement screened bedding;
 - (iv) Apply waterproofing to all wet areas to comply with AS3740 and the NCC Building Code of Australia;
 - (v) Install new screeding floor and wall tiles and grouting;
 - (vi) All associated electrical and plumbing works;
 - (vii) Install all new tiles, toilet, vanity, mirror cabinet, shower screen, tapware and all bathroom fittings;
 - (viii) Associated painting works; and
 - (ix) The restoration of lot and common property including any part of the Lot damaged by the works referred to above,

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

- (b) **“Lot”** means Lot 21.
- (c) **“Plans”** means the documentation prepared by ASP Group attached to quotation dated 4 May 2023, a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

SPECIAL BY-LAW 19

LOT 10 MAJOR RENOVATION WORKS

The provisions of Parts 1, 2, and 3 of Special By-law No. 8 are adopted for the purposes of this by-law with the exception of the insertion of the definition of “Plans” and the amendment of the definition of “Works” and “Lot” as follows:

- (a) **“Works”** means the works to the Lot and the common property to be carried out in connection with the BATHROOM RENOVATIONS works for the Lot including:
 - (i) To completely strip bathroom of fixtures (toilet, basin and bath)
 - (ii) To remove floor tiles and bed.
 - (iii) To remove wall tiles and render.
 - (iv) To change pipework for new mixer in shower.
 - (v) To change pipework for new toilet suite and basin.
 - (vi) To change any electrical required for new set out.
 - (vii) To re-render walls of bathroom.
 - (viii) To completely waterproof bathroom area.
 - (xx) To re-tile floor and walls
 - (x) To supply and fit new toilet suite and basin with basin mixer.
 - (xi) To supply and fit shower rose and hand shower.
 - (xii) To supply and fit necessary grab rails.
 - (xiii) To remove all spoil from site.
 - (xiv) To repaint ceiling of bathroom.
 - (xv) To supply and fit above counter dishwasher.; and
 - (xvi) The restoration of lot and common property including the Lot damaged by the works referred to above,

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

- (b) **“Lot”** means Lot 10.
- (c) **“Plans”** means the correspondence submitted by Justin Lucas dated 4 November 2022 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

SPECIAL BY-LAW 20

LOT 28 MAJOR RENOVATION WORKS

The provisions of Parts 1, 2, and 3 of Special By-law No. 8 are adopted for the purposes of this by-law with the exception of the insertion of the definition of “Plans” and the amendment of the definition of “Works” and “Lot” as follows:

- (a) “**Works**” means the works to the Lot and the common property to be carried out in connection with the BATHROOM, LIVING ROOM FLOORING, KITCHEN, BEDROOM & BALCONY RENOVATIONS works for the Lot including:

Bathroom Works:

- (i) Movement of bathroom wall into current bathroom. Shrinking bathroom and expanding living room.
- (ii) Removal of bath and sink
- (iii) Reconstruction of sink under bathroom window.
- (iv) Rotation of toilet 90 degrees.
- (v) Shower to maintain relative position- shifting with wall movement,
- (vi) Waterproofing and tiling.

Flooring Works:

- (vii) Removal of kitchen lino flooring.
- (viii) Removal of carpet.
- (ix) Laying floorboards throughout the apartment.

Kitchen Works

- (x) Movement of sink under window.
- (xi) Movement of bench and features from south wall to north wall.

Bedroom Works:

- (xii) Removal of existing plywood wardrobes
- (xiii) Construction of stud wall.
- (xiv) Construction of built-in wardrobes, to back onto stud wall.

Awning Works:

- (xv) Removal of existing awning.
- (xvi) Installation of retractable awning; and
- (xvii) The restoration of lot and common property including the Lot damaged by the works referred to above,

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

- (b) “**Lot**” means Lot 28.

- (c) “Plans” means the correspondence dated 17 October 2023 submitted by Abraham Potten a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

SPECIAL BY-LAW 21

LOT 23 MAJOR RENOVATION WORKS

Purpose of By-law

- (1) This common property rights by-law confers on the Owner Rights of Exclusive Use to part of the common property and Special Privileges to perform Works on the common property for the benefit of that Owner and assigns responsibility for the repair and maintenance of the part of the common property for which the Rights of Exclusive Use are conferred and Works undertaken, in accordance with the conditions in this common property rights by-law.

Defined Terms and Interpretation

- (2) “Act” means the Strata Schemes Management Act 2015.
- (3) “Major Renovations” means works that involve structural changes, work that changes the external appearance of a lot, work involving waterproofing, or work for which consent, or another approval is required under any other Act or the law.
- (4) “Minor Renovations” means work items as defined in section 110 of the Act, under Regulation 28 of the Strata Schemes Management Regulations 2016 and pursuant to any Minor Renovations By-law applicable to the scheme.
- (5) “Owner” means the owner or owners from time to time (present and future) of the Lot.
- (6) “Rights of Exclusive Use” means the rights to exclusively use part of the common property affected by and attached to the Works undertaken by the Owner.
- (7) “Special Privileges” means the privilege to alter and add to the common property by performing Works that affect the common property.
- (8) “Works” means the works to the Lot and the common property to be carried out in connection with the MAIN BATHROOM works for the Lot including:
- i) Remove existing bathroom wall lining, floor tiles, wall tiles, fixtures, fittings, and accessories, including bathtub, mirror, vanity and toilet.
 - ii) Undertake plumbing works, including disconnecting and reconnecting all plumbing, installing a freestanding back to wall bathtub, roughing in new shower rail, installing a wall hung vanity, shower mixer, tapware, wall faced toilet and basin mixer. No structural works proposed. To use existing drainage connections.
 - iii) Undertake electrical works, including replacing all power points and switches and replacing lighting with LED oyster light.
 - iv) Install exhaust fan mounted on the wall, which will be vented out through wall as required.
 - v) Preparing ceiling for painting.
 - vi) Rendering walls with acrylic render, made ready for tiling.

- vii) Re-waterproof bathroom using 2-layer sandwich system of Polyurethane waterproofing applied to the floor, shower area approx. 2000mm high and 150mm to the perimeter of the bathroom exceeding the Australian standards AS3740 waterproofing of internal wet areas in residential buildings.
 - viii) Re-tile floor and wall to ceiling, including silicon sealing all corners and grouting.
 - ix) Install new fixtures, fittings, and accessories as shown in *Before & After Floor Plans*, including custom vanity, wall corner bath, basin mixer, shower rail set, shower mixer, towel rail, toilet roll holder and smart tile shower floor grate. No structural works proposed. To use existing layout, plumbing and drainage.
 - x) Install custom frameless glass fixed panel shower screen over bath.
- (9) **“Lot”** means Lot 23.
- (10) **“Plans”** means the plans/drawings prepared by PASSION BUILT dated 26 SEPTEMBER 2024 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.
- (11) In this common property rights by-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this common property rights by-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (12) This common property rights by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws applicable to Strata Plan No.2090 and this by-law, the provisions of this by-law shall prevail.

Grant of Rights of Exclusive Use and Special Privileges

- (12) On the conditions set out in this common property rights by-law, the Owner shall have Rights of Exclusive Use and Special Privileges to carry out and keep Works on their Lot and so much of the common property that is necessary for the benefit of that Owner.
- (13) This common property rights by-law shall not be amended, added to, or repealed except with the consent in writing of the Owner.

CONDITIONS

Before undertaking Works

Planning, Approvals and Certificates

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

- (15) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4A of the Environmental Planning and Assessment Act 1979 and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.
- (16) The Owner must ensure that the design for any structural works forming part of the Works is certified in accordance with the Design and Building Practitioners Act 2020 (where applicable).

Specification of Works

- (17) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works, including but not limited to:
 - (a) further specifications of the Works;
 - (b) duration and times of the Works;
 - (c) arrangements to manage any resulting rubbish or debris;
 - (d) the signed Owner's consent form for this By-law in respect of the Works;
 - (e) licence details of the contractor performing the Works; and
 - (f) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Works which must include evidence of public liability cover of not less than \$20,000,000.00 in respect of any claim.

Carrying out the Works

Hours of Works

- (18) The Owner must perform the Works as prescribed by the local authority or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

- (19) The Owner performing the Works must comply with all directions, orders, and requirements of any statutory or other authority, and of the Owners Corporation and must ensure, and be responsible for, compliance with such directions, orders and requirements by the Owner's servants, agents, and contractors.
- (20) The Owner performing the Works must ensure that the Works are carried out in compliance with all applicable building codes and standards (including but without limitation the National Construction Code (NCC) and the Australian Standards and in compliance with the Home Building Act 1989 and all other relevant laws (including but without limitation in relation to fire safety) and in compliance with the by-laws applicable to the strata scheme.

General Conditions

- (21) When performing the Works, the Owner must:
 - (a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
 - (b) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.

- (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- (d) ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
- (e) keep all areas of the building outside their Lot clean and tidy throughout the performance of the Works.
- (f) repair promptly any damage caused or contributed to by the Works, including damage to the common property, or another lot in the strata scheme, or damage to the property of the Owners Corporation, or the property of an owner or occupier of another lot in the strata scheme.
- (g) ensure the Works are carried out:
 - (i) in compliance with the manufacturer's specifications and instructions for installation, where applicable;
 - (ii) using materials that are new and fit for the purposes to which those materials are put; and
 - (iii) in a manner so as to result in the Works being reasonably fit for occupation.
- (h) ensure that any services required to operate the Works are connected to the Lot's electricity or appropriate supply.

After Completion of the Works

- (22) Immediately upon completion of the Works, the Owner must notify the Owners Corporation in writing that the Works have been completed and must restore any lot property or common property affected by the Works (but not forming part of the Works) as nearly as possible to the state they were in immediately before the Works.
- (23) Upon completion of the Works, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents relating to the Works:
 - (a) a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications, and including a certificate from the licensed and insured contractor who installed the waterproofing membranes as part of the Works certifying the waterproofing membranes have been installed in accordance with all relevant NCC requirements, Australian Standards and laws; and
 - (b) any other documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot.

Owner's Enduring Rights and Obligations

Maintenance and Repair

- (24) The Owner must, at the Owner's expense properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works.

- (25) The Owner shall not be responsible for rectifying any pre-existing issues from the Building's original design or construction, breaches of the National Construction Code (NCC) and Building Code of Australia (BCA), or any defects uncovered during Works, however the Owner shall be responsible to notify the Owners Corporation of any breaches or defects uncovered during Works so that the Owners Corporation can resolve such defects within a reasonable timeframe before completion of the Works by the Owner.
- (26) If the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.
- (27) The Owner must:
 - (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works.
 - (b) ensure that the Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another lot, or the common property.

Liability and Indemnity

- (28) The Owner indemnifies the Owners Corporation against –
 - (a) any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the building, whether such part being common property or any lot, caused by, arising out of or related to the Works including their installation, repair, maintenance, replacement, removal and/or use;
 - (b) any excess payable by way of claim made under the Owners Corporation's insurance and / or increased insurance premiums by the Owners Corporation as a direct result of the Works, including their installation, repair, maintenance, replacement, removal and/or use;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works, including their installation, repair, maintenance, replacement, removal and/or use; and
 - (d) liability under section 122 (6) of the Strata Schemes Management Act 2015 in respect of repair of the common property attached to the Works.
- (29) The Owners Corporation has specially resolved that it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works, and that this decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

Repair of Damage

- (30) The Owner is liable for and must, at the Owner's expense, make good any damage to the Lot, another lot or the common property arising out of or in connection with the Works (no matter when such damage may become evident) and will make good that damage immediately after it has occurred.
- (31) Any loss and damage suffered by the Owners Corporation as a result of the Owner using the common property altered by the Works, or which the Works shall be added, and / or performing and using the Works, including failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand.

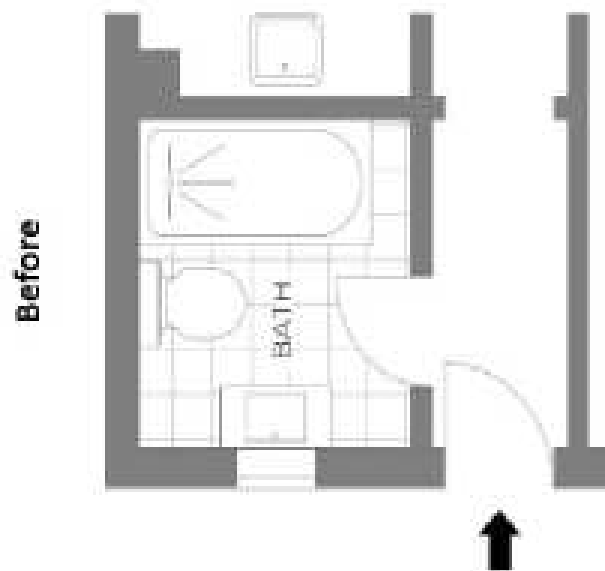
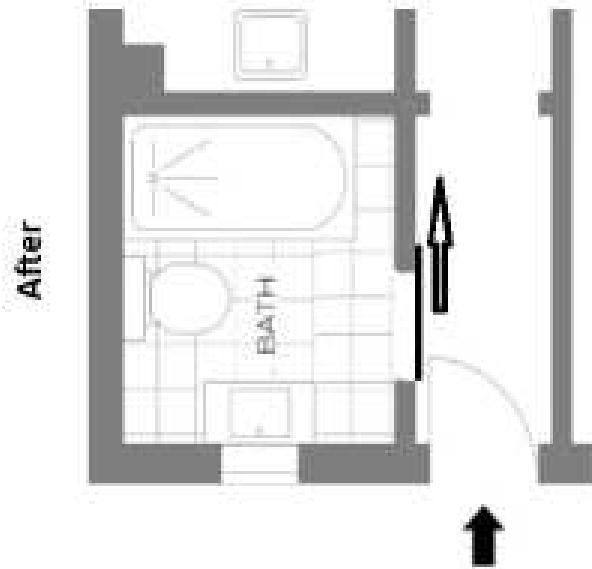
Breach of By-law

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

Costs of this By-Law

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

Annexure A





ABN: 19265482594 Lic No. 364084C

T:
E:
26/09/2024

Dear C

QUOTE – 23/30 Ewart St, Marrickville

Thank you for the opportunity to quote on your Bathroom renovation.
Step 1 of your renovation is now complete. We promise our clients a quick and easy bathroom renovation process and we hope we have lived up to that promise so far.

This quotation includes:

- Your Scope of Works Quotation
- Information you'll want to know about our Guarantee, Insurance and Expertise
- A guide to your payment terms.
- Details To secure a starting date for your renovation or to take advantage of any promotion, we offer.
- Details regarding Step 2

What happens next? If you would like to proceed to Step 2 – Designing your Bathroom.
Unlike many other Bathroom renovation companies, I endeavour to provide a personal one-on-one service, guiding you through the relevant décor selection process, ensuring its fun and easy.

I am always available to answer any questions you may have about this quotation or the renovation process.

I look forward to hearing from you.

Regards,

Dylan
Director
Passion Built PTY LTD



Proposed Scope Of Works

Scope: Main Bathroom

Customer:

Address: 23/30 Ewart St, Marrickville

MAIN BATHROOM

Preparation

- Cover & secure all tradesmen working area
- Client to cover all valuable items in other areas of the house to avoid dust.
- Remove all fixtures & fittings in the bathroom
- Remove wall lining
- Remove all wall & floor tiles
- Remove bathtub
- Remove existing mirror
- Remove vanity
- Remove toilet
- Asbestos testing is required on all homes prior to 1988, no allowance for removal.
- All demolition waste and materials are removed, on the day of demolition
- Please note that due to jackhammering in the bathroom vibrations may cause the existing wall render on the opposing side to crack, we will do our best to avoid this however in the event this occurs the owner will be liable for the repair costs.

Plumbing & Drainage

- Disconnect & reconnect all plumbing
- No Allowance to relocate drainage locations within concrete slab.
- Allowance for a freestanding back to wall bathtub.
- Allowance to rough in new shower rail.
- Install new wall hung Vanity
- Install Shower mixer tapware
- Install new wall faced toilet.

- Install basin mixer
- Install all plumbing fixtures & fittings
- Floor wastes are inspected to ensure no debris is present
- All plumbing checked and tested on completion for safety & operation



Electrical

- Disconnect existing power points & light switches for safety
- Allowance to replace all PowerPoints and switches.
- Supply and replace lighting with led oyster light.
- No allowance for heated towel ladder rail.
- No allowance for underfloor heating.
- All Work follows Australian standard AS/NZS 3000
- Supply and install exhaust fan mounted on the wall.

Walls & Ceiling Lining

- Ceiling to be prepped for painting.
- Walls to be rendered with acrylic render, made ready for tiling.

Carpentry

- Install accessories and fittings.
- Supply and install barn style door to bathroom.
- Installation of shower niche in double brick wall.



Waterproofing

- Passion Built Signature 4x coats - 2 layer sandwich system of Polyurethane waterproofing applied to the floor, shower area approx. 2000mm high and 150mm to the perimeter of the bathroom exceeding the Australian standards AS3740 waterproofing of internal wet areas in residential buildings.
Waterproof certificate presented on final payment received.

Tiling

- Wall tiles – \$40/sqm tile selection allowance included in PC sum.
- Floor tiles – \$40/sqm tile selection allowance included in PC sum.
- Allowance has been made for a standard tile layout only. HORIZONTAL or VERTICAL
- Allowance for standard size tiles.
- No allowance for Subway, mosaic or penny tiles.
- Tiles to upto ceiling throughout.
- No cornice finish to ceiling after tiling.
- No architrave finish inside the bathroom, tile angle finish around door.
- Tiling into window reveal if possible. (if applicable)
- No allowance for 45° mitre tiled edges. Additional cost applies.
- Bathroom floor to have a 50mm angle at the door to allow for correct falls within the bathroom.
Unless achievable without the angle.
- 10mm step down inside shower area to prevent water escaping. Not needed for shower over bath.
- All corners are to be siliconed with grout colour matching silicone.
- Allowance for strip drain, tile insert.
- All glue, sand and cement, grout, white or aluminium tile trims & labour for tiling are included



Painting

- Allowance to paint ceiling.

Suggested Fixtures & Fittings (PC items)

Below you will find a range of my suggested fixtures and fittings for your renovation. Though before any work begins Product selection and choice is entirely up to you.

- Custom Frameless glass fixed panel shower screen over bath– square edge, standard glass
- Custom 600mm vanity - [View here](#)
- 1700mm back to wall corner bath – Allowance Client Supplied
- Caroma Luna wall-faced toilet.
- Abi interiors – Elysian Basin mixer.
- Abi interiors – Finley shower rail set
- Abi Interiors - Elysian minimal shower mixer
- Abi Interiors – Elysian Towel rail
- Abi Interiors – Elysian toilet roll holder
- Square smart tile shower floor grate
- All fixtures and fittings supplied are Australian made with WELS (water saving) approved.
- Quality Australian made products supplied by <https://www.abiinteriors.com.au/>
- Allowance for Chrome – Black – Brushed nickel tapware colour
- \$40/sqm tile selection allowance



Main Bathroom

TOTAL LABOUR (Inc. GST) \$20,300.00

ESTIMATED TOTAL of PC Items (Inc. GST) \$5,050.00

this Cost can be removed/Reduced if you'd like to source other items

TOTAL OF LABOUR & PC ITEMS (Inc. GST) \$25,350.00

Allowances not included:

- All walls tiled in subway sized tiles. \$1,700 inc. gst
- Supply and install underfloor heating - \$1,800 inc. gst
- Installation of heated towel rail - \$300 inc. gst
- Reframe ceiling frame if it cannot be reused. - \$1,000 inc. gst

NOTE:

- No allowance to remove asbestos.
- Pricing includes rubbish clean up on completion of project.
- Anything not listed has not been allowed for.
- No drainage alterations within concrete slab.
- Assumption made floor is a concrete slab.
- No allowance for any unforeseen rectification works.

SPECIAL BY-LAW 22

LOT 22 MAJOR RENOVATION WORKS

The provisions of Parts 1, 2, and 3 of Special By-law No. 6 and No. 8 are adopted for the purposes of this by-law with the exception of the insertion of the definition of “Plans” and the amendment of the definition of “Works” and “Lot” as follows:

- (a) **“Works”** means the works to the Lot and the common property to be carried out in connection with the BATHROOM, LIVING ROOM FLOORING, KITCHEN, BEDROOM, DOORS AND WINDOW works for the Lot including:

Bathroom Works:

- i) Removal of bath;
- ii) Installation shower and glass shower screen to maintain relative position;
- iii) Removal and reconstruction of sink and vanity;
- iv) Removal and replacement of toilet;
- v) Apply waterproofing to all wet areas to comply with AS3740 and the NCC Building Code of Australia;
- vi) Re-tile walls and floor and install new fixtures and fittings;
- vii) Remove the Gas Hot Water System from bathroom and affix externally to the Lot;
- viii) Installation of bathroom ventilation;

Kitchen Works:

- ix) Replace existing kitchen benchtop, cabinetry and splashback;
- x) Installation of dishwasher;
- xi) Replace gas stove top and oven;

Flooring Works:

- xii) Removal of carpet flooring;
- xiii) Lay laminate flooring in bedroom, kitchen and living room;

Bedroom Works:

- xiv) Removal of existing plywood wardrobes;
- xv) Replacement of built-in wardrobes, to back onto stud wall;
- xvi) Installation of ceiling fan;

General Works:

- xvii) Supply/install new cornices;
- xviii) Paint walls, ceilings, skirting and doors internal to the Lot;
- xix) Replacement of front security screen door;

- xx) Remove all spoil from site;
- xxi) All associated electrical and plumbing works;
- xxii) The restoration of lot and common property including the Lot damaged by the works referred to above.

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

- (b) **“Lot”** means Lot 22.
- (c) **“Plans”** means the correspondence dated 10 February 2025 submitted by Hannah Evans and Samuel Laidlaw a copy of which was tabled at the meeting at which this by-law was passed, and which may be attached to this by-law.

SPECIAL BY-LAW 23

SMOKE PENETRATION

Smoke penetration:

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

SPECIAL BY-LAW 24

BALCONIES, WINDOWS AND ASSOCIATED STRUCTURE

- 1. The balconies, windows, and the wall separating each balcony from the interior of a lot, including all associated fixtures, fittings, and infrastructure, form part of the common property.
- 2. Without limiting clause 1, the following are common property and the responsibility of the Owners Corporation:
 - o balcony slabs, balustrades, railings, waterproofing systems and finishes
 - o windows and window frames
 - o doors providing access to balconies, including frames, glazing and hardware
 - o all structural, waterproofing, and supporting elements associated with balconies and windows
- 3. The Owners Corporation is responsible for the repair, maintenance, and replacement of the common property referred to in this by-law in accordance with the Strata Schemes Management Act 2015 (NSW).
- 4. This by-law applies to all lots, including any lot that has previously carried out repairs, maintenance, or works to the balconies, windows, or associated common property infrastructure, whether before or after the registration of this by-law.
- 5. From the commencement of this by-law, a lot owner or occupier must not carry out, arrange, or authorise any maintenance, repair, or works to the balconies, windows, or associated common property infrastructure without the prior written approval of the Owners Corporation.

SPECIAL BY-LAW 25

USE OF COMMON PROPERTY CAR PARKING SPACE

1. All car parking spaces form part of the common property and are not the property of any lot owner or occupier. The use of the car parking spaces is subject to the control and regulation of the Owners Corporation.
2. A lot owner or occupier may use no more than one (1) car parking space at any one time.
3. Car parking spaces are provided for shared and non-exclusive use only. No car parking space is allocated to, attached to, or reserved for any particular lot, owner, occupier, or vehicle.
4. No lot owner or occupier has any exclusive right or entitlement to use any specific car parking space.
5. A registered vehicle must not remain parked in the same car parking space for more than twenty eight (28) consecutive days.
6. Vehicles must be moved regularly to ensure reasonable access to, and fair use of, the common property car parking spaces by all lots.
7. A lot owner or occupier must comply with any reasonable directions given by the Owners Corporation in relation to the use of the common property car parking spaces.
8. The Owners Corporation may enforce this by-law in accordance with the Strata Schemes Management Act 2015 (NSW), including the issuing of a notice to comply and taking any other action permitted by law.



Yanna Francis

Electronic signature of me, Yanna Francis, affixed by me on 29 June 2026 at 9.50am

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No. 2090 was affixed on 29 June 2026 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, Yanna Francis affixed by me on 29 June 2026 at 9.46am

Signature:  .Name:Yanna Francis .Authority:Strata Manager

29 June 2026



PLANNING CERTIFICATE

UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: PCT/2026/4516

Fee: \$62.00

Certificate Date: 15/10/2026

Applicant	Owner (as recorded by Council)
InfoTrack DX 578 SYDNEY ecertificates@infotrack.com.au	Ms M A Miranda

Subject property address (if applicable)	Legal description
11/30 Ewart Street MARRICKVILLE NSW 2204	Lot 11 SP 2090

Information provided pursuant to *Environmental Planning and Assessment Act 1979* and *Environment Planning and Assessment Regulation 2021*

In accordance with the requirements of section 10.7 of the *Environmental Planning and Assessment Act 1979* ("the Act") and Schedule 2 of the *Environment Planning and Assessment Regulation 2021*, the following prescribed matters relate to the land at the date of this certificate.

1. Names of relevant planning instruments and Development Control Plans

The following is a list of State Environmental Planning Policies (SEPPs) and proposed SEPPs that may apply to the carrying out of development on the land:

- *State Environmental Planning Policy (Biodiversity and Conservation) 2021*
- *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
- *State Environmental Planning Policy (Housing) 2021*
- *State Environmental Planning Policy (Industry and Employment) 2021*
- *State Environmental Planning Policy (Planning Systems) 2021*
- *State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021*
- *State Environmental Planning Policy (Primary Production) 2021*
- *State Environmental Planning Policy (Resilience and Hazards) 2021*
- *State Environmental Planning Policy (Resources and Energy) 2021*
- *State Environmental Planning Policy (Sustainable Buildings) 2022*
- *State Environmental Planning Policy (Transport and Infrastructure) 2021*

The following Local Environmental Plan applies to the land:

- *Inner West Local Environmental Plan 2022*

The following Development Control Plan applies to the land:

- *Marrickville Development Control Plan 2011*

The following proposed Local Environmental Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

NONE APPLICABLE

The following proposed Development Control Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

- Draft Inner West Development Control Plan

Note: it has been less than 3 years since the end of the public exhibition period for the draft Development Control Plan.

2. Zoning and land use under relevant environmental planning instruments

Inner West Local Environmental Plan 2022

Zone R1 General Residential

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide residential development that maintains the character of built and natural features in the surrounding area.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Dual occupancies; Eco-tourist facilities; Emergency services facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities; Wholesale supplies

Do any additional permitted uses apply to the land?

NO

Are there any development standards that fix minimum land dimensions for the erection of a dwelling-house on the land?

NO

Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

NO

2. Zoning and land use under relevant environmental planning instruments

Is the land in a conservation area, (however described)?

NO

Is there an item of environmental heritage, however described, on the land?

NO

3. Contributions plans

1. The following contributions plans apply to the land under Division 7.1 of the *Environmental Planning and Assessment Act 1979*:
 - Section 7.11 and 7.12 Inner West Local Infrastructure Contributions Plan 2023.
 - *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024*.
2. This land is identified as being within a region within the meaning of the *Environmental Planning and Assessment Act*, under Division 7.1, Subdivision 4 –
 - (a) The name of this region is the Greater Sydney region.
 - (b) The name of the Ministerial planning order in which this region is identified is *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024*.
3. This land is not in a special contribution area to which a continued 7.23 determination applies.
4. In this section –

Continued 7.23 determination means a s7.23 determination that –

 - (a) Has been continued in force by the Act, Schedule 4, Part 1, and
 - (b) Has not been repealed as provided by that part.

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4. Complying Development - State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Housing Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Rural Housing Code

NO. The Rural Housing Code does not apply to land within the Inner West Local Government Area.

Low Rise Housing Diversity Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Pattern Book Development Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Greenfield Housing Code

NO. The Greenfield Housing Code does not apply to land within the Inner West Local Government Area.

Inland Code

NO. The Inland Code does not apply to land within the Inner West Local Government Area.

4. Complying Development - State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Housing Alterations Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

General Development Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Industrial and Business Alterations Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Industrial and Business Buildings Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Container Recycling Facilities Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Subdivisions Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Demolition Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Fire Safety Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

5. Exempt Development - State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Can exempt development be carried out on the land?

YES. Exempt Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

6. Affected building notices and building product rectification orders

Is the council aware of an affected building notice (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) in force in relation to the land?

NO

Is the council aware of a building product rectification order (as defined under the *Building Products (Safety) Act 2017*) in force in relation to the land that has not been fully complied with?

NO

Is the council aware of any outstanding notice of intention (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) to make a building product rectification order that has been given in relation to the land?

NO

7. Land reserved for acquisition

Is Council aware of an environmental planning instrument or proposed environmental planning instrument that makes provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

NO

8. Road widening and road realignment

Is the land affected by any road widening or road realignment?

NO

9. Flood related development controls

Is the land or part of the land located within a flood planning area and subject to flood related development controls?

NO

Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

NO

In this section—

- **flood planning area** has the same meaning as in the Flood Risk Management Manual.
- **Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.
- **probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

10. Council and other public authority policies on hazard risk restrictions

Is the land affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding?

a) Land slip	NO
b) Bushfire	NO
c) Tidal inundation	NO
d) Subsidence	NO
e) Acid sulfate soils	NO
f) Contamination	NO
g) Aircraft noise	NO
h) Salinity	NO
i) Coastal hazards	NO
j) Sea level rise	NO

11. Bush fire prone land

Is any part of the land bushfire prone land as designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*?

NO

12. Loose-fill asbestos insulation

Does the land include residential premises that are listed in the loose-fill asbestos insulation register maintained by the NSW Fair Trading as containing loose-fill asbestos ceiling insulation?

NO

13. Mine subsidence

Is the land declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

NO

14. Paper subdivision information

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land?

NO

15. Property vegetation plans

Has council been notified that a property vegetation plan is approved (and in force) in relation to the land under Part 4 of the *Native Vegetation Act 2003*?

NO

16. Biodiversity stewardship sites

Has council been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

NO

17. Biodiversity certified land

Is the land biodiversity certified under Part 8 of the *Biodiversity Conservation Act 2016*?

NO

18. Orders under *Tree (Disputes Between Neighbours) Act 2006*

Has council been notified of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

NO

19. Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

Has a current (or previous owner) provided written consent to the land being subject to annual charges for coastal protection services under the section 496B *Local Government Act 1993* that relates to existing coastal protection works?

NO

20. Western Sydney Aerotropolis

Does Chapter 4 of the *State Environmental Planning Policy (Precincts – Western Parkland City) 2021* (Aerotropolis Chapter) apply to the land?

NO

21. Development consent conditions for seniors housing

Does Chapter 3 of Part 5 of the *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

Do any conditions of a development consent granted after 11 October 2007 that are of the kind set out in Section 88(2) of *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

22. Site compatibility certificates and development consent conditions for affordable rental housing

1. Is the council aware of a current (or former) site compatibility certificate in relation to proposed development on the land under the *State Environmental Planning Policy (Housing) 2021*?

NO

2. Do any conditions of development consent that are of the kind referred to in sections 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

3. Do any conditions of development consent that are of the kind referred to in clauses 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* apply to the land?

NO

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

- **NO.** Properties in the Inner West are not provided water or sewerage services under the *Water Industry Competition Act 2006*.

24. Special Entertainment Precincts

Is the land or part of the land in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B?

NO

25. Interim development in future infrastructure corridors

Does section 4.7A of the *State Environmental Planning Policy (Transport and Infrastructure) 2021* apply to the land?

NO

MATTERS PRESCRIBED BY ACTS OTHER THAN THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 TO BE INCLUDED IN S10.7(2) PLANNING CERTIFICATE

Section 59(2) of the Contaminated Land Management Act 1997 (CLM Act)

Is the land:

(a) Significantly contaminated land within the meaning of the CLM Act?

NO

(b) Subject to a management order within the meaning of the CLM Act?

NO

(c) Subject of an approved voluntary management proposal within the meaning of the CLM Act?

NO

(d) Subject to an ongoing maintenance order within the meaning of the CLM Act?

NO

(e) Subject of a site audit statement within the meaning of the CLM Act?

NO

Information regarding outstanding notices and orders

For information regarding outstanding notices and orders a Certificate for outstanding notices or intention and/or an Order under section 735A of the *Local Government Act 1993* may be applied for at any of the Inner West Council's Service Centres in Ashfield, Leichhardt, or Petersham.

General Message on matters not able to be included in this Certificate

The s10.7 Certificate provides information relating to the land itself. Persons should make their own enquiries into external matters which may affect the enjoyment of the land such as development consents on adjacent land, Park Plans of Management etc.

General Information

The absence of any reference to a matter affecting the land in this certificate shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the *Environmental Planning and Assessment Regulation 2021* and is provided only to the extent that the Council has been notified by relevant departments or public authorities.

When advice in accordance with section 10.7(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and section 2 of schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State Environmental Planning Policies should be directed to NSW Department of Planning and Environment.

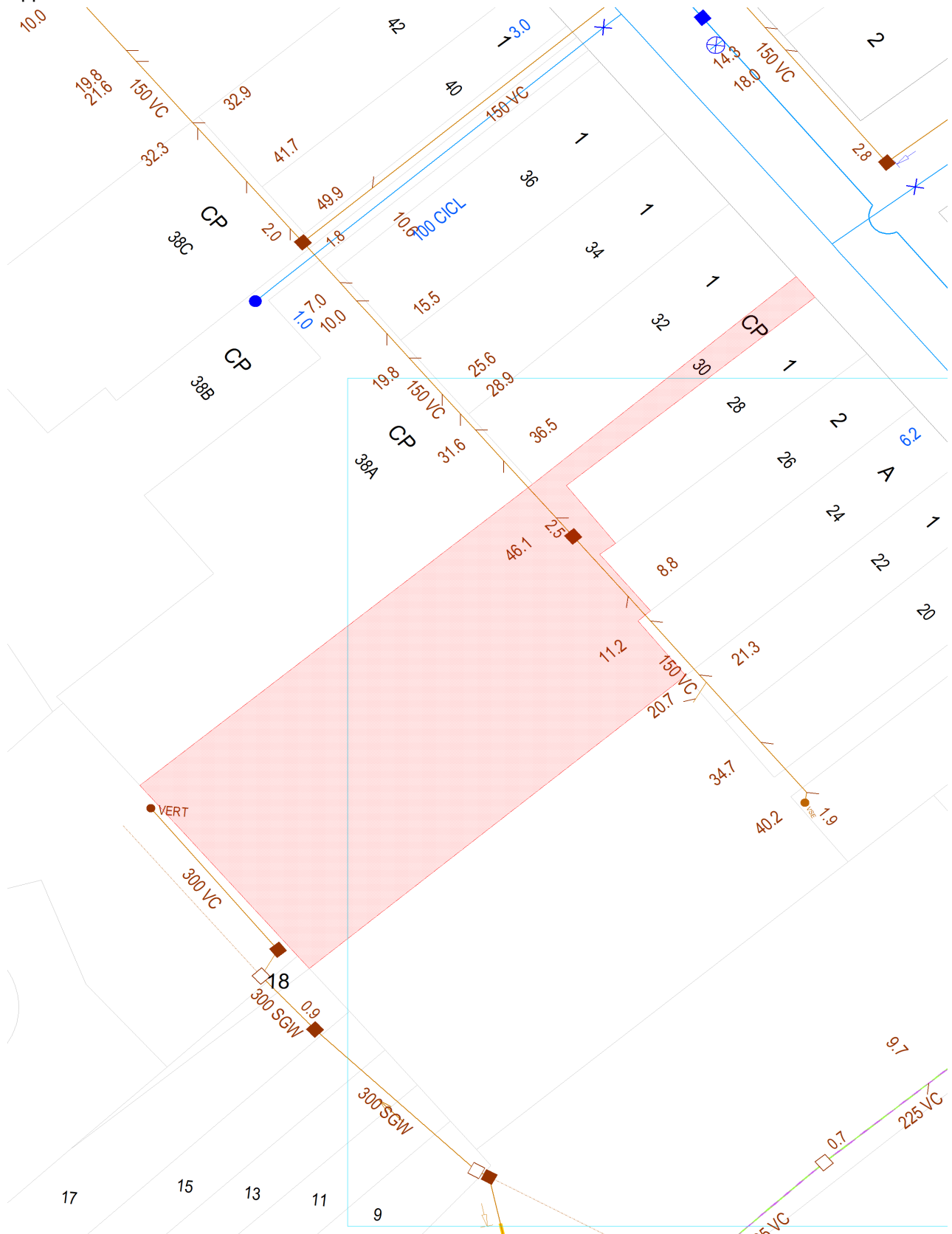
Please contact Council's Strategic Planning section for further information about this Planning Certificate.



DANIEL EAST
SENIOR MANAGER STRATEGIC PLANNING

Service Location Print

Application Number: 8005618451



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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			
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
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			

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Pipe Types

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

Further Information

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

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

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

Disclaimer

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Sewer Service Diagram

Application Number: 8005618427

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM
Municipality of Marrickville No. 480963

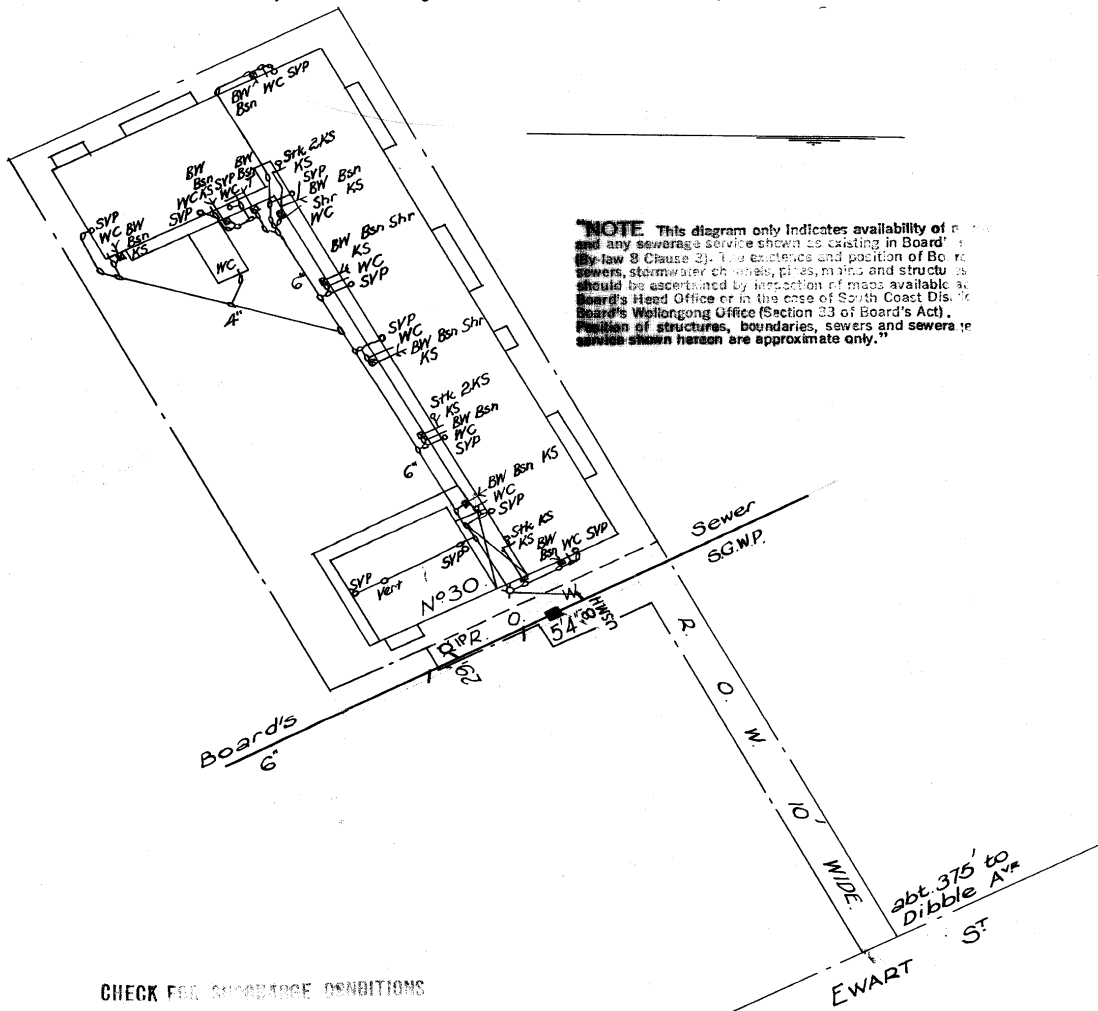
H.S.73.

☒ Boundary Trap	☒ R.V. Reflux Valve	I.P. Induct Pipe	Bsn. Basin
☒ Pit	☒ C.E. 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

SCALE: 40 FEET TO AN INCH.

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.



CHECK FOR SEWERAGE CONDITIONS

RATE No. 360130 W.C.s. U.C.s. 19
SHEET No. 537 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE		PLUMBING	
Supervised by	DATE	Supervised by	DATE
Inspector	/ /	Inspector	/ /
Examined by	/ /	394/237	
Chief Inspector	/ /	147 429	
Tracing Checked	/ /	147 429	
19/7/61		147 429	

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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.