



Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 201
Real Property Act 1900



AN838902G

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

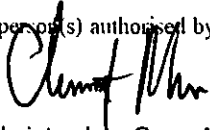
(A) TORRENS TITLE	For the common property CP/SP 72540	
(B) LODGED BY	Document Collection Box 330B	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 135476R PRUDENTIAL INVESTMENT COMPANY OF AUSTRALIA PTY LTD DX 11609 SYDNEY DOWNTOWN Reference: GK - Lisa Branson
		CODE CH

- (C) The Owners-Strata Plan No. 72540 certify that a special resolution was passed on 29/08/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 4
Amended by-law No. NOT APPLICABLE

as fully set out below:

See annexure

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 72540 was affixed on 31/10/2018 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: Christopher Sean Moran

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

Signature:

Name:

Authority:



ANNEXURE A

STRATA PLAN 7250

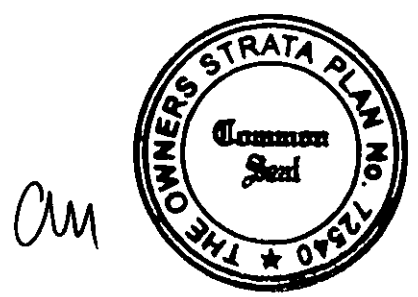
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1. - Noise

An owner or occupier of a lot (or any invitees of the owner or the 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.

2. - Vehicles

2.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the Owners Corporation.

2.2 The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

3. Obstruction of common property

An owner or occupier of a lot (or any invitees of the owner or occupier of a lot) must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis (for example, a temporary display).

4. Damage to lawns and plants on common property

An owner or occupier of a lot (or any invitees of the owner or occupier of a lot) must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property

5. Damage to common property

5.1 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.

5.2 An approval given by the Owners Corporation under clause 5.1 cannot authorise any additions to the common property.

5.3 This by-law does not prevent an owner or person authorised by the 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.

5.4 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.

5.4 (b) Any such locking or safety device, screens, other device or structure must be installed, in keeping with the appearance of the rest of the building as specified in the SPBC Style Guide.

5.5 Despite section 62, the owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5.3 that forms part of the common property and that services the lot; and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 5.3 that forms part of the common property and that services the lot.

6. Behaviour of owners and occupiers

An owner or occupier of a lot (or any invitees of the 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.

7. Children playing on common property in the building

An owner or occupier of a lot (or any invitees of the 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.

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.

9. Depositing rubbish and other materials 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 any person lawfully using the common property.

10. Preservation of fire safety

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

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.

12. Storage of inflammable liquids and other substances and materials

12.1 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.

12.2 This by-law does not apply to chemicals, liquids or 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.

13. Moving furniture and other objects 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 Executive Committee so as to allow a representative to be present at the time when the owner or occupier does so.

14. Floor coverings

14.1 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.

14.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15. Garbage disposal

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

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

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

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

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

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

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

15.2 Subclause 15.1 does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or any other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

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

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

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

15.4 Subclause 15.3 does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

16. Prevention of hazards

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

17. Appearance of lot

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.

18. Notice-board

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

19. Change in use of lot to be notified

19.1 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).

19.2 Nothing in this by-law should be construed as authorising any owner or occupier of any lot to change the use of his or her lot. Any change of use of a lot must comply with the requirements of all competent authorities and these by-laws.

20. Use of carparking spaces

20.1 An owner or occupier of a lot can only use the carparking spaces attached to his or her lot (if any) for the purposes of parking motor vehicles.

20.2 Subject to by-law 20.3, an owner or occupier of a lot may not use any power point located within the carparking space attached to his or her lot (if any) to power any electrical equipment on a continuing basis. Subject to by-law 20.3, these power sources may only be used by owners or occupiers for small appliances and on a short-term basis.

20.3 An owner or occupier of a lot may use any power point located within the car parking space attached to his or her lot (if any) to power, on a continuing basis, a car-stacker installed on such lot and may run any electrical cabling necessary to provide power to such carstacker through common property or any other carparking space, provided such electrical cabling does not interfere with the use of any other carparking lot or the use of the common property.

20.4 Subject to by-law 20.3, the Owners Corporation has the right to use any power source located within a lot provided that use complies with the restrictions imposed by by-law 20.2.

20.5 The Owners Corporation has the right to disconnect any power source used by an owner or occupier in contravention of by-law 20.2.

20.6 The owners or occupiers of Lots 33 and 34 in the Strata Plan may install a carstacker, at their own expense, within each of their Lots, without Owners Corporation approval, provided such owners or occupiers obtain the approval, at their own expense, of any required statutory or consent authority.

21. Provision of amenities or services

21.1 The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) security services,
- (b) promotional services,
- (c) advertising,
- (d) cleaning,
- (e) garbage disposal and recycling services,
- (f) electricity, water or gas supply,
- (g) telecommunication services (for example, cable television)

21.2 If the Owners Corporation makes a resolution referred to in subclause 21.1 to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

22. Air conditioning in the building

22.1 Owners are entitled to exclusive use of so much of the common property above, below or adjacent to a lot that is necessary for the installation and use of air conditioning plant and equipment servicing that owner's lot.

22.2 The owners are solely responsible for the cost and proper maintenance of the air conditioning plant and equipment, keeping it in a state of good repair and the cost of any replacement plant or equipment.

22.3 The owners must comply with the reasonable requirements of the owners corporation from time to time regarding the air conditioning plant and equipment.

22.4 The owners must indemnify the owners for the time being of all other lots and the owners corporation against any claim or action arising from the rights granted under this by-law.

23. Controls on hours of operation and use of facilities

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

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

23.2 An owner or occupier of a lot must comply with a determination referred to in subclause 23.1.

24. Structural support in the building

An owner or occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building without first submitting copies of all relevant plans and approvals to the Owners Corporation and obtaining the written permission of the owners Corporation to the proposed alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

25. Applications for use

25.1 The owner or occupier of a lot is entitled at any time to make application to City of Sydney Council and any other competent authority for consent to uses of that owner's or occupier's lot. The Owners Corporation and other lot owners must consent to the lodgement of any application to City of Council by the owner of the lot and they acknowledge that the sole authority for a specific use of the lot is City of Sydney Council.

25.2 If a specific use of a lot is approved, the Owners Corporation must also to the installation of any equipment required by statute for the of the approved business within the lot.

25.3 Subject to by-law 26, before the installation of any signage an owner or of a lot must obtain all necessary consents from City of Sydney and any other authority required for such installation and provide a of the consent to the Owners Corporation.

26. Signage

26.1 The owners for the time being of all lots (Owners) are entitled to exclusive use and possession of so much of the common property located on the walls of their respective lots as is necessary for the installation of signage to be used in connection with the business conducted within each lot.

26.2 Prior to the installation of any signage the Owners or occupiers of such lots must:

(a) obtain all necessary consents from City of Sydney Council and any other statutory authority required for such installation and provide a copy of such consent to the Owners Corporation; and

(b) obtain the approval of the Owners Corporation in writing to the proposed signage and its conformance with the SPBC Style Guide.

26.3 The Owners are solely responsible for the cost of installation of the signage, proper maintenance of it and keeping it in a state of good repair.

26.4 Installation of signage is to be carried out in accordance with the approvals obtained under by-law 26.2 and in a proper and workmanlike manner by a licensed contractor who carries contractors all risk insurance and workers compensation insurance. If requested by the Owners Corporation, the Owners must provide the Owners Corporation with evidence of the currency of such insurance.

26.5 The Owners will comply with the reasonable requirements of the Owners Corporation from time to time regarding the signage.

26.6 Each Owner will indemnify the owners for the time being of all other lots and the Owners Corporation against any claim or action arising from the rights granted under this by-law.

27. Parking and deliveries

An owner or occupier of a lot must ensure that all deliveries, particularly deliveries by removalist trucks, are made from common property in the Building.

28. Lifts

The owners of the lots are entitled to exclusive use and enjoyment of the lift located in the Building and the Owners Corporation will be solely responsible for the cost of proper maintenance of the lift and keeping it in a state of good repair.

29. Windows

29.1 No name, writing, drawing, sign board, plate, placard, signal, advertisement illumination may be inscribed or exposed on or at any window or other part the Building, and no article may be projected out of any window or over any without the approval in writing of the Owners Corporation.

29.2 A proprietor or occupier of a lot shall keep clean all glass in windows, doors balustrading on the boundary of the lot, including so much thereof as is property and must report any breakages to the Owners Corporation.

30. Consolidation of strata lots

30. 1 An owner of a lot may consolidate two or more lots, subject to the following:

(a) An owner may consolidate lots that he owns.

(b) An owner of a lot must obtain the consent in writing of the Owners prior to any consolidation of a lot or lots that he owns and to commencing any building works associated with the, such consent must not be unreasonably withheld by the Corporation.

(c) An owner of a lot must, at the owners expense, obtain all necessary from, and without limitation, City of Sydney Council and/or other statutory authority having jurisdiction over the Building, with to any consolidation and associated building works (such works may include, without limitation, the demolition of non-structural walls between two lots that an owner owns, construction of non-structural walls between two lots that an owner and making openings in non-structural common property walls two lots that an owner owns).

(d) It is a condition that an owner who wishes to construct, demolish or a wall in accordance with this by-law must:

(i) Provide confirmation in writing to the Owners Corporation that Owners Corporation does not have to reinstate the wall;

(ii) Acknowledge that the owner and future owners of the lot or acknowledge by-law 30, including by-law 30.1 (d) (i).

(e) An owner of a lot, must provide to the Owners Corporation, prior to any lots or commencing any building works associated such consolidation, and without limitation, the following:

(i) A structural engineers report from a qualified structural, acceptable to the Owners Corporation acting, such report to include, without limitation, that the consolidation and associated building will not adversely affect the common property or any lots (including services to the common property or other); and

31. Exclusive use - lot 23 - area "U"

31.1 The owners or occupiers of Lot 23 have exclusive use of the area marked "U" in the Strata Plan to construct, at their expense, a storeroom.

31.2 The terms of which exclusive use of area "U" is granted to the owners or occupiers of Lot 23 are:

(a) the owners or occupiers of Lot 23 must not:

(i) leave any rubbish on the area: and

(ii) permit the area to be used in any way so as to constitute a nuisance or annoyance.

(b) the owners or occupiers of Lot 23 will be liable for any damage caused to any part of the Building as a result of them failing to properly observe the terms of exclusive use.

(c) the owners or occupiers of lot 23 must indemnify the owners corporation against any loss or damage that may be suffered as a result of the owners or occupiers rights of exclusive use.

(d) the owners or occupiers of lot 23 must, at their own expense, obtain all necessary approvals, including, without limitation, from the owners corporation, City of Sydney Council and/or any other statutory or consent authority should such approvals be necessary or required.

31.3 The owners corporation may make, amend or repeal this by-law only:

(i) with the written consent of the owners of Lot 23; and

(ii) in accordance with a special resolution.

31.4 In this by-law 31, the expression "occupiers" means and includes lessee's, licensee's or other persons to whom the right to use and enjoy exclusive possession has been granted by the owners of Lot 23.

32. Exclusive use - lot 25 - area "P"

32.1 The owners or occupiers of Lot 25 have exclusive use of the area marked "P" in the Strata Plan to construct, at their own expense, a deck.

32.2 The terms of which exclusive use of area "P" is granted to the owners or occupiers of Lot 25 are:

(a) the owners or occupiers of Lot 25 must not;

(i) leave any rubbish on the area; and

(ii) permit the area to be used in any way so as to constitute a nuisance or annoyance.

(b) the owners or occupiers of Lot 25 will be liable for any damage caused to any part of the Building as a result of them failing to properly observe the terms of exclusive use.

(c) the owners or occupiers of Lot 25 must indemnify the owners corporation against any loss or damage that may be suffered as a result of the owners or occupiers rights of exclusive use.

(d) the owners or occupiers of Lot 25 must, at their own expense, obtain all necessary approvals, including, without limitation, from the owners corporation, City of Sydney Council and/or any other statutory or consent authority should such approvals be necessary or required.

(e) the owners or occupiers of Lot 25 must construct the deck, at their own expense, in a similar style and manner to the deck that has been constructed for Lot 32.

(f) The owners or occupiers of Lot 25 must submit the following prior to any construction, for the Owners Corporation's approval:

(i). detailed plans and drawings; and

(ii) a structural engineer's report from a qualified engineer, acceptable to the Owners Corporation, such report to include, without limitation, confirmation that any works carried out in accordance with this by-law 32 will not adversely affect the common property or any other lots (including services to the common property or other lots).

(g) The owners or occupiers of Lot 25 must, at their own expense, reconstruct, demolish and/or reinstate that part of the metal roof of the Building adjacent to the subject lot, as required by the owners corporation.

32.3 The owners corporation may make, amend or repeal this by-law only:

(i) with the written consent of the owners of Lot 25; and

(ii) in accordance with a special resolution.

32.4 In this by-law 32, the expression "occupiers" means and includes lessee's, licensee's or other persons to whom the right to use and enjoy exclusive possession has been granted by the owners of Lot 25.

33. Exclusive use – lot 21 - area "Q"

33.1 The owners or occupiers of Lot 27 have exclusive use of the area marked "Q" in the Strata Plan to construct, at their own expense, a deck.

33.2 The terms of which exclusive use of area "Q" is granted to the owners or occupiers of Lot 27 are:

(a) the owners or occupiers of Lot 27 must not:

(i) leave any rubbish on the area; and

(ii) permit the area to be used in any way so as to constitute a nuisance or annoyance.

(b) the owners or occupiers of Lot 27 will be liable for any damage caused to any part of the Building as a result of them failing to properly observe the terms of exclusive use.

(c) the owners or occupiers of Lot 27 must indemnify the owners corporation against any loss or damage that may be suffered as a result of the owners or occupiers rights of exclusive use.

(d) the owners or occupiers of Lot 27 must, at their own expense, obtain all necessary approvals, including, without limitation, from the owners corporation, City of Sydney Council and/or any other statutory or consent authority should such approvals be necessary or required.

(e) the owners or occupiers of Lot 27 must construct the deck, at their own expense, in a similar style and manner to the deck that has been constructed for Lot 32.

(f) The owners or occupiers of Lot 27 must submit the following prior to any construction, for the Owners Corporation's approval;

(i) detailed plans and drawings; and

(ii) a structural engineer's report from a qualified engineer, acceptable to the Owners Corporation, such report to include, without limitation, confirmation that any works carried out in accordance with this by-law 32 will not adversely affect the common property or any other lots (including services to the common property or other lots).

(g) The owners or occupiers of Lot 27 must, at their own expense, reconstruct, demolish and/or reinstate that part of the metal roof of the Building adjacent to the subject lot, as required by the owners corporation.

33.3 The owners corporation may make, amend or repeal this by-law only:

(i) with the written consent of the owners of Lot 27; and

(ii) in accordance with a special resolution.

33.4 In this by-law 32, the expression "occupiers" means and includes lessee's, licensee's or other persons to whom the right to use and enjoy exclusive possession has been granted by the owners of Lot 27.

34. Exclusive use - lot 29 - area "R"

34.1 The owners or occupiers of lot 29 have exclusive use of the area marked "R" in the Strata Plan to construct, at their own expense, a deck.

34.2 The terms of which exclusive use of area "R" is granted to the owners or occupiers of Lot 29 are:

(a) the owners or occupiers of Lot 29 must not:

(i) leave any rubbish on the area; and

(ii) permit the area to be used in any way so as to constitute a nuisance or annoyance.

(b) the owners or occupiers of Lot 29 will be liable for any damage caused to any part of the Building as a result of them failing to properly observe the terms of exclusive use.

(c) the owners or occupiers of Lot 29 must indemnify the owners corporation against any loss or damage that may be suffered as a result of the owners or occupiers rights of exclusive use.

(d) the owners or occupiers of Lot 29 must, at their own expense, obtain all necessary approvals, including, without limitation, from the owners corporation, City of Sydney Council and/or any other statutory or consent authority should such approvals be necessary or required.

(e) the owners or occupiers of Lot 29 must construct the deck, at their own expense, in a similar style and manner to the deck that has been constructed for Lot 32.

(f) The owners or occupiers of Lot 29 must submit the following prior to any construction, for the Owners Corporation's approval:

(i) detailed plans and drawings; and

(ii) a structural engineer's report from a qualified engineer, acceptable to the Owners Corporation, such report to include, without limitation, confirmation that any works carried out in accordance with this by-law 32 will not adversely affect the common property or any other lots (including services to the common property or other lots).

(g) The owners or occupiers of Lot 29 must, at their own expense, reconstruct, demolish and/or reinstate that part of the metal roof of the Building adjacent to the subject lot, as required by the owners corporation.

34.3 The owners corporation may make, amend or repeal this by-law only:

(i) with the written consent of the owners of Lot 29; and

(ii) in accordance with a special resolution.

34.4 In this by-law 34, the expression "occupiers" means and includes lessee's, licensee's or other persons to whom the right to use and enjoy exclusive possession has been granted by the owners of Lot 29.

35. Exclusive use - lot 31 - area "S"

35.1 The owners or occupiers of Lot 31 have exclusive use of the area marked "S" in the Strata Plan to construct, at their own expense, a deck.

35.2 The terms of which exclusive use of area "S" is granted to the owners or occupiers of Lot 31 are:

(a) the owners or occupiers of Lot 31 must not:

(i) leave any rubbish on the area; and

(ii) permit the area to be used in any way so as to constitute a nuisance or annoyance.

(b) the owners or occupiers of Lot 31 will be liable for any damage caused to any part of the Building as a result of them failing to properly observe the terms of exclusive use.

(c) the owners or occupiers of Lot 31 must indemnify the owners corporation against any loss or damage that may be suffered as a result of the owners or occupiers rights of exclusive use.

(d) the owners or occupiers of Lot 31 must, at their own expense, obtain all necessary approvals, including, without limitation, from the owners corporation, City of Sydney Council and/or any other statutory or consent authority should such approvals be necessary or required.

(e) the owners or occupiers of Lot 31 must construct the deck, at their own expense, in a similar style and manner to the deck that has been constructed for Lot 32.

(f) the owners or occupiers of Lot 31 must submit the following prior to any construction, for the Owners Corporation's approval:

(i) detailed plans and drawings; and

(ii) a structural engineer's report from a qualified engineer, acceptable to the Owners Corporation, such report to include, without limitation, confirmation that any works carried out in accordance with this by-law 32 will not adversely affect the common property or any other lots (including services to the common property or other lots).

(g) The owners or occupiers of Lot 31 must, at their own expense, reconstruct, demolish and/or reinstate that part of the metal roof of the Building adjacent to the subject lot, as required by the owners corporation.

35.3 The owners corporation may make, amend or repeal this by-law only:

(i) with the written consent of the owners of Lot 31; and

(ii) in accordance with a special resolution.

35.4 In this by-law 35, the expression "occupiers" means and includes lessee's, licensee's or other persons to whom the right to use and enjoy exclusive possession has been granted by the owners of Lot 31.

36. Exclusive use - lot 32 - area "T"

36.1 The owners or occupiers of Lot 32 have exclusive use of the area marked "T" in the Strata Plan to construct, at their own expense, a deck.

36.2 The terms of which exclusive use of area "T" is granted to the owners or occupiers of Lot 32 are:

(a) the owners or occupiers of Lot 32 must not:

(i) leave any rubbish on the area; and

(ii) permit the area to be used in any way so as to constitute a nuisance or annoyance.

(b) the owners or occupiers of Lot 32 will be liable for any damage caused to any part of the Building as a result of them failing to properly observe the terms of exclusive use.

(c) the owners or occupiers of Lot 32 must indemnify the owners corporation against any loss or damage that may be suffered as a result of the owners or occupiers rights of exclusive use.

(d) the owners or occupiers of Lot 32 must, at their own expense, obtain all necessary approvals, including, without limitation, from the owners corporation, City of Sydney Council and/or any other statutory or consent authority should such approvals be necessary or required.

(e) the owners or occupiers of Lot 32 must construct the deck, at their own expense.

(f) The owners or occupiers of Lot 32 must submit the following prior to any construction, for the Owners Corporation's approval:

(i) detailed plans and drawings; and

(ii) a structural engineer's report from a qualified engineer, acceptable to the Owners Corporation, such report to include, without limitation, confirmation that any works carried out in accordance with this by-law 32 will not adversely affect the common property or any other lots (including services to the common property or other lots).

(g) The owners or occupiers of Lot 32 must, at their own expense, reconstruct, demolish and/or reinstate that part of the metal roof of the Building adjacent to the subject lot, as required by the owners corporation.

36.3 The owners corporation may make, amend or repeal this by-law only:

- (i) with the written consent of the owners of Lot 32; and
- (ii) in accordance with a special resolution.

36.4 In this by-law 36, the expression "occupiers" means and includes lessee's, licensee's or other persons to whom the right to use and enjoy exclusive possession has been granted by the owners of Lot 32.

37. Alteration to non structural walls between strata lots

37.1 An owner who wishes to construct, demolish or change a non structural wall in accordance with this by-law may do so at its own expense, without the Owners Corporation's permission, subject to the following:

- (a) The owner must provide confirmation in writing to the Owners Corporation that the Owners Corporation does not have to reinstate the wall;
- (b) Must undertake the construction, demolition or change in a proper and workmanlike manner;
- (b) Acknowledge that the owner and future owners of the lot or acknowledge by-law 37.1(a);
- (d) The owner must provide to the Owners Corporation, prior to, demolishing or changing a non structural wall, a structural engineers report from a qualified structural engineer, acceptable to the Owners Corporation acting reasonably, such report to include, without limitation, confirmation that the construction, demolition or change to the non structural wall will not adversely affect the common property or any other lots (including services to the common property or other lots);
- (e) The owner must divert any common property services within the wall cavity, in a proper and workmanlike manner;
- (f) The owner must not damage any common property services during redirection nor during the construction, demolition or change to the non structural wall.
- (g) The owner must indemnify the owners corporation against any losses or claims incurred whatsoever by the owners corporation as a result of any construction, demolition or change contemplated in this by-law 37.

Dictionary

Air Conditioning Equipment means the air conditioner inside a lot or on the roof of the Building and includes air conditioning plant and equipment, pipes, wires, cables, vents and ducts servicing air conditioning plant and equipment.

Building means the improvements constructed on the land at 20 -28 Maddox Street, Alexandria comprising a commercial building.

Management Act means the Strata Schemes Management Act, 1996 as amended.

Owners Corporation means the Owners Corporation formed on registration of the strata scheme for the building.

38. Storage unit

Personal items can be stored in a car space provided the occupier installs an appropriate enclosed structure in a colour to match the surrounding area.

An occupier of a lot must make a written application to the Executive Committee seeking written approval to install the storage unit. The Executive Committee is authorised to consent or refuse permission if they determine the proposed location will impede pedestrian or vehicular access to a lot or common property.

The storage unit remains the property of the owner including responsibility for its repair and maintenance. The unit must be maintained in good order.

Special by-law no. 1 – Service of documents on owner of a lot by owners corporation

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

Special by-law no. 2 – Smoking

1. An owner or occupier of a lot must not:

- i. Smoke any substance on any area of the common property; or
- ii. Smoke any substance in a lot so as to allow smoke from such substance to enter common property or another lot, or
- iii. Drop, throw, place or leave any refuse from smoking, including without limitation any butt or match, on the common property.

2. An occupier of a lot must take all reasonable steps to ensure that invitees, guests, customers and/or visitors of the occupier do not:

- i. Smoke any substance on any area of the common property or allow smoke from such substance to enter common property, or
- ii. Smoke any substance in a lot so as to allow smoke from such substance to enter common property or another lot; or
- iii. Drop, throw, place or leave any refuse from smoking, including without limitation any butt or match, on the common property.

3. An owner of a lot must take all reasonable steps to ensure that the occupier of his lot complies with the terms of this by-law.

4. The Terms of this by-law are in addition to the terms of section 117 of the Strata Schemes Management Act 1996.

Special by-law no. 3 – Works for lot 35

PART 1

GRANT OF RIGHT

1.1. Notwithstanding anything contained in any by-law applicable to the strata scheme. the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained In Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

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

(b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.

(c) **Bond** means the bond being a bank cheque in the amount of or as reasonably determined by the owners corporation made payable to the owners corporation.

(d) **Building** means the building situated at 20-28 Maddox St Alexandria NSW 2015.

(e) **Insurance** means:

(i) Contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;

(ii) Insurance required under the *Home Building Act 1989* (if any); and

(iii) Workers' compensation insurance.

(f) **Lot** means lot 35 in strata plan 72540.

(g) **Owner** mean(s) the owner(s) of the Lot.

(h) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's repair, maintenance and replacement (if necessary), and installation of:

(i) Exhaust Flue protruding through the common property (Brick Wall) facing Maddox St. together with the restoration of lot and common property (including the Lot) damaged by the works.

2.2 Interpretation

2.2.1 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) References to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) Where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

PART 3 CONDITIONS

3.1 Prior to commencement of the Works:

Prior to the commencement of the Works, the Owner shall:

- (a) Obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (b) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-Eight (48) hours of any request from the Owners Corporation;
- (c) Effect and maintain Insurance and provide a copy to the Owners Corporation;
- (d) Pay the Bond;
- (e) Provide (if required) to the owners corporation a report from an engineer approved by the Owners Corporation concerning the impact of the Works on the structural integrity of the Building and Lot and common property; and
- (f) Pay the Owners Corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

3.2 Notice

(a) At least two (2) days prior to the commencement of the Works or an aspect of the Works the Owner shall make arrangements with the strata manager regarding:

- (i) The suitable times and method for the Owner's contractors to access the Building to undertake the Works; and
- (ii) The suitable times and method for contractors to park their

3.3 During Installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) Use duly licensed employees, contractors or agents to conduct the installation;

- (b) Ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- (c) Ensure the installation is carried out expeditiously and with a minimum of disruption;
- (d) Ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- (e) Carry out the installation between the hours of 8:30am and 5:30pm Monday-Friday or between 8:30am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- (f) Perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the owners corporation;
- (g) Transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- (h) Protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (i) Ensure that the installation 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 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- (k) Not vary the Works without first obtaining the consent in writing of the Owners Corporation.

3.4 After Installation of the Works

3.4.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) Notify the Owners Corporation that the installation of the Works has been completed;
- (b) Notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation 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 indicate completion of the Works; and
- (d) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law.

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

3.4.3 The Bond contemplated under clause 3.1 (d) is to be refunded within 60 days from completion of the 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.

3.5 Statutory and other requirements

3.5.1 The owner must:

(a) Comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;

(b) Ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and

(c) Comply with the provisions of the *Home Building Act 1989*.

3.5.2 The Works must:

(a) Be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and

(b) Comprise materials that are good and suitable for the purpose for which they are used and must be new.

3.6 Enduring rights and obligations

3.6.1 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);

(b) Properly maintain and upkeep the Works in a state of good and serviceable repair;

(c) Property maintain and upkeep those parts of the common property in contact with the Works;

(d) Ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;

(e) Indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use; and

(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.

3.7 Failure to comply with this by-law

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

(a) By its agents, employees or contractors enter upon the Lot and carry out all work necessary to perform that obligation;

(b) Recover the costs of such work from the Owner as a debt due;

(c) 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

(d) Apply the Bond towards the costs incurred by the Owners Corporation to carry out that work.

3.8 Ownership of Works

The Works will always remain the property of the Owner.

3.9 Applicability

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.

Consent to by-law
Section 52(1) of the Strata Schemes Management Act (1996)

To: **The Secretary**
The Owners Corporation - Strata Plan 72540
C/- GK Strata Management Pty Ltd
PO Box 655
BROADWAY NSW 2007

And: **The Registrar General**
Land & Property Management Authority
GPO Box 15
SYDNEY NSW 2001

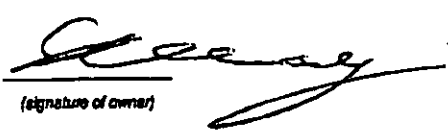
09 SEP 2015

Dear Sir/Madam

Re: **Consent to by-law**

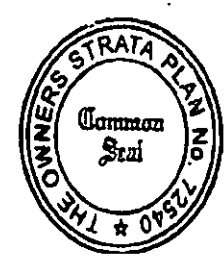
In accordance with Section 52(1) (a) of the Strata Schemes Management Act (1996), I consent to the Owners Corporation making the attached by-law conferring rights of exclusive use and enjoyment and/or special privileges and its conditions upon me in respect of my lot that was specially resolved at the general meeting held on 13 August 2015.

Yours sincerely


(signature of owner)

Name in full: **Kerry Wardley**
Lot No: **35**
Date: **3/9/15**





Special by-law no. 4 – Fire service maintenance and false fire alarms

1. Fire Services

1.1 Fire Safety Services

a) The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that:

- i. Is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property;
- ii. Causes any fire safety device or fire safety system at the parcel to cease functioning, or cease functioning effectively; or
- iii. Breaches, or causes the parcel to be in breach of any applicable law with respect to fire safety.

b) Owners and occupiers of lots must ensure that they maintain any fire safety equipment (Including without limitation smoke detectors) in their lots in an operative state (Including without limitation ensuring that batteries in smoke detectors are changed as required) and are required, at their cost, to do such work as is necessary to ensure that they comply with their obligations under this by-law.

1.2 False Fire Alarms

a) Owners and occupiers of lots must not do anything at the parcel that causes a False Fire Alarm, such as, without limitation, by allowing smoke or steam originating from within their lot to come into contact with a smoke detector.

b) If an owner or occupier of a lot causes a False Fire Alarm at the parcel, the owner or occupier will indemnify the Owners Corporation immediately on demand for the amount of any False Fire Alarm Charge billed to the Owners Corporation in respect of that False Fire Alarm.

1.3 Acting Through Others

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

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

1.4 Liability for Occupiers and Invitees

Except as otherwise provided herein:

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

1.5 Exercise of Care, Skill and Compliance with Law

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

- a) Exercise due care and skill; and
- b) Do so in accordance with any applicable law.

1.6 Obligation to do Work to Remedy Breach

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

- a) Comply with the obligation breached;
- b) Repair any damage caused to the property;
- c) Clean any rubbish, dirt, debris, or staining caused to the property;
- d) Rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- e) Remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this Clause 1.6 a reference to property includes the common property or personal property vested in the Owners Corporation.

1.7 Conditions Attaching to Remedial Work

An owner or occupier of a lot who is required to do work under Clause 1.6 must, except as may be provided otherwise herein:

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

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

1.8 Power to Carry out Work and Recover Costs

Within the meaning of Section 120 of the Strata Schemes Management Act 2015, if:

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

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

1.9 Application of the Civil Liability Act 2002

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

i. The provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by Section 3A(2) of that act; and

ii. To the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.

b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

1.10 Interpretation

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

a) The terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;

b) The singular includes the plural and vice versa;

c) Headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;

d) A reference to a document, includes any amendment, replacement or novation of it;

e) Where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;

f) Any reference to legislation includes any amending or replacing legislation;

g) Where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";

h) Where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;

i) Any reference to legislation includes any subordinate legislation or other instrument created thereunder;

j) Where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;

k) Where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and

l) A term defined in the Strata Schemes Management Act 2015 or Strata Schemes Development Act 2015 will have the same meaning.

1.11 Functions of the Owners Corporation

a) Without limiting its other functions, the Owners Corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.

b) No provision hereof that grants a right or remedy to the Owners Corporation limits or restricts any other right or remedy of the Owners Corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

1.12 Severability

a) To the extent that any term herein is inconsistent with the Strata Schemes Management Act 2015 or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.

b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

1.13 Definitions

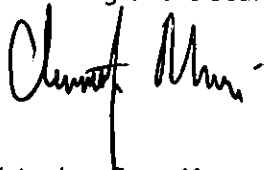
Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

False Fire Alarm Charge means a charge payable to the Commissioner of the NSW Fire Brigades in connection with the Commissioner or a member of the NSW Fire Brigades responding to a fire alarm which is discovered to be false, or an account of an Automatic Fire Alarm Service Provider in respect of the same (Together with any related administrative charges); and

False Fire Alarm means a fire alarm to which the Commissioner or a member of the NSW Fire Brigades responds in respect of which a False Fire Alarm Charge is payable.

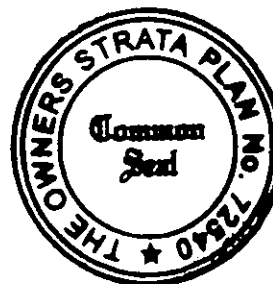
The seal of The Owners – Strata Plan No. 72540
was affixed on 31 October 2018
in the presence of the following person(s) authorised
by Section 273 of the Strata Management Act 2015
to attest the affixing of the seal

Signature:



Name: Christopher Sean Moran

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



Approved Form 10

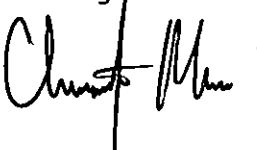
Certificate re Initial Period

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

that the initial period has expired.

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

The seal of The Owners – Strata Plan No. 72540
was affixed on 31 October 2018
in the presence of the following person(s) authorised
by Section 273 of the Strata Management Act 2015
to attest the affixing of the seal

Signature: 

Name: Christopher Sean Moran

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



Provided by Equifax on 15/11/2018 at 3:29:10 PM AEDT

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