

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Longevity Investment Group Suite 5.03, 580 George Street, Sydney NSW 2000	Phone: 9763 1126 Mobile: 0451 818 185 Ref: Yingna (Aaron) Cao
co-agent vendor	Kam Lun Chong & Xiaoqi Zhang	
vendor's solicitor	Avantro Suite 503, 451 Pitt Street Sydney NSW 2000	Phone: 02 9218 7300 Email: info@avantro.com.au Ref: 247087
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	501/11 Shoreline Drive, Rhodes NSW 2138 Registered Plan: Lot 11 In Strata Plan 76920 Folio Identifier: 11/SP76920	
improvements	<input type="checkbox"/> vacant possession <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> house <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 4): _____

Manual transaction (clause 30) NO yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable no yes
GST: Taxable supply no yes in full yes to an extent
 Margin scheme will be used in making the taxable supply no yes

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

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

Purchaser must make a **GSTRW payment** (GST residential withholding payment) no yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$

Amount must be paid: AT COMPLETION at another time (specify):

Is any of the consideration not expressed as an amount in money? NO yes

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 33 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	<input type="checkbox"/> 57 information certificate under Community Land Management Act 2021
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off the plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off the plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Exclusive Strata Management
 Address: Po Box 3349 North Strathfield NSW 2137
 Phone: 02 9736 1699
 Email: strata@exclusivere.com.au

CERTIFICATE PURSUANT TO S.66W OF THE CONVEYANCING ACT, 1919

I, _____, of _____,
certify as follows:-

- (a) I am a solicitor/licensed conveyancer currently admitted to practice in New South Wales
- (b) I am giving this Certificate in accordance with S.66W of the Conveyancing Act, 1919 with reference to a Contract for the sale of property known **501/11 Shoreline Drive, Rhodes NSW 2138**

From **KAM LUN CHONG & XIAOQI ZHANG**
To

- (c) I do not act for the Vendor and am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee
- (d) I have explained to the Purchaser:
 - a. The effect of the Contract for the purchase of that property
 - b. The nature of this Certificate
 - c. The effect of giving this Certificate to the Vendor, ie that there is no cooling off period in relation to the Contract

DATED this _____ 2024

.....
Solicitor/Licensed Conveyancer

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
	<i>adjustment date</i> the earlier of the giving of possession to the purchaser or completion;
	<i>adjustment figures</i> details of the adjustments to be made to the price under clause 14;
	<i>authorised Subscriber</i> a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
	<i>bank</i> the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
	<i>business day</i> any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
	<i>cheque</i> a cheque that is not postdated or stale;
	<i>clearance certificate</i> a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
	<i>completion time</i> the time of day at which completion is to occur;
	<i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900;
	<i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor –
	<ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
	<i>depositholder</i> vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
	<i>discharging mortgagee</i> any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
	<i>document of title</i> document relevant to the title or the passing of title;
	<i>ECNL</i> the Electronic Conveyancing National Law (NSW);
	<i>electronic document</i> a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
	<i>electronic transaction</i> a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
	<i>electronic transfer</i> a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
	<i>FRCGW percentage</i> the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
	<i>FRCGW remittance</i> a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
	<i>GST Act</i> A New Tax System (Goods and Services Tax) Act 1999;
	<i>GST rate</i> the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
	<i>GSTRW payment</i> a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
	<i>GSTRW rate</i> the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
	<i>incoming mortgagee</i> any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
	<i>legislation</i> an Act or a by-law, ordinance, regulation or rule made under an Act;
	<i>manual transaction</i> a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
	<i>normally</i> subject to any other provision of this contract;
	<i>participation rules</i> the participation rules as determined by the <i>ECNL</i> ;
	<i>party</i> each of the vendor and the purchaser;
	<i>property</i> the land, the improvements, all fixtures and the inclusions, but not the exclusions;
	<i>planning agreement</i> a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
	<i>populate</i> to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

11 Shoreline Drive, Rhodes NSW 2138

SPECIAL CONDITIONS – 2022 EDITION

33 Amendments to standard clauses of the contract

The standard clauses of this contract are herein deemed to be amended as follows:

- (a) Clause 3 – delete
- (b) Clause 7.1.1 – “5%” is replaced by “2%”.
- (c) Clauses 14.4.2 – delete
- (d) Clause 25 – delete

34 Inspections by Purchaser

The property and any furnishings or chattels referred to in this agreement are sold in their present conditions and state of repair subject to all defects (latent or patent) infestation and dilapidation and all damage wear and tear pending completion. The purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of a defect in or any lack of repair of the improvements (or any part of the improvements), furnishings or chattels.

35 Representations, warranties and acknowledgments

The Purchaser enters into this agreement entirely as a result of the Purchaser’s own inquiries and the Purchaser warrants that the Vendor has not nor has anyone on the Vendor’s behalf made any representation other than as set out in this agreement which has in any manner influenced the Purchaser to enter into this agreement. The Purchaser does not rely on any representation letter document correspondence or arrangement whether oral or in writing as adding to or amending the terms conditions warranties and arrangements set out in this written agreement.

36 Purchaser warranty on Agent

The Purchaser warrants that the Purchaser was not introduced to the Vendor of the Property by any real estate agent except the agent (if any) named in this agreement and the Purchaser indemnifies the Vendor against any claim for the commission which might be made by any agent resulting from an introduction forming a breach of such warranty and against all costs and expenses incidental to defending any such claim.

It is agreed that these indemnities shall be continuing indemnities not merging on completion.

37 Provision on death, mental illness, liquidation

Without in any manner negating limiting or restricting any rights or remedies which would have been available to either party at Law or in Equity had this clause not been included herein, should either party prior to completion:



- (a) die or become mentally ill; or
- (b) being a company resolve to go into liquidation or have a petition for the winding up or enter into any scheme of arrangement with its creditors pursuant to the provisions of Corporations Law or should any Receiver liquidator (provisional or otherwise) or Receiver Manager be appointed;

then the other party may rescind the within agreement by notice in writing and thereupon the within agreement shall be at an end and the provisions of Clause 19 shall apply.

38 Purchaser's obligations

In the event that the Purchaser changes solicitors without notifying the Vendor in writing of such change then the solicitor lastly acting for the Purchaser shall be deemed to remain and be the solicitor for the Purchaser for the purposes of this agreement until notice in writing signed by the Purchaser of such change is received by the Vendor.

39 Late completion

The Purchaser shall pay interest to the Vendor on the balances of the purchase price from the date herein stipulated for completion at the rate of 12% per annum until completion as a consequence of the delay, unless at the date stipulated for completion the Vendor is unable or unwilling to complete in which event interest shall not commence running until the Vendor is ready willing and able to complete.

40 Settlement default

If the purchaser cancels the settlement after appropriate arrangements have been made, the purchaser will allow the vendor \$330.00 on settlement, for each cancellation.

41 Investment of deposit

Further to clause 2 of the Contract the Vendor and the Purchaser acknowledge that each is aware of the provisions of the taxation laws relating to tax file numbers and in particular that if a tax file number or claim for exemption is not quoted to an investment body, it will deduct tax from the unattributed income. Unattributed income is income from an investment for which the investor has not quoted a tax file number or informed the investment body that the investor is exempt from quoting the investor's tax file number.

42 Completion

The Purchaser shall not be entitled to require the Vendor prior to completion to register a Discharge of any Mortgage or Change or Withdrawal of any Caveat affecting the subject land. If at the date of completion of this Contract there is noted on any certificate of Title in respect of the property or any part thereof



any Mortgage, Charge or Caveat, the Purchaser will accept a Discharge or Withdrawal thereof so far as the same relates to the property.

43 Release of deposit

The Purchaser agrees to release the whole or that part of the deposit as the Vendor requires at such time as the Vendor may require to be used by the Vendor for the payment of the whole or part of the deposit payable by the Vendor on another property, stamp duty on the contract in respect of the purchase of such other property, and land tax and/or surcharge on any property, or any other reason which the Vendor may require prior completion of this Contract. If such release is required at the time of making this contract, then the deposit shall be paid in the manner direct by the Solicitor for the Vendor otherwise the deposit or part thereof shall be released by the deposit holder as directed in writing by Vendor's solicitors. The Purchaser shall not be entitled to make any claim for loss of interest which would otherwise be payable pursuant to clause 2 thereof.

44 Survey Report/Building Certificate

The property is sold subject to all matters disclosed in or ascertainable from the survey report or building certificate, if any, which annexed hereto. Subject to the *Conveyancing (Sale of Land) Regulation 2010*, the Purchaser shall not be entitled to raise any objection, requisition or claim for compensation in respect of any matters disclosed in or ascertainable there from nor shall the Purchaser on that account be entitled to rescind the Contract.

45 Payment of Deposit by Instalments

The Purchaser acknowledges that the Deposit payable hereunder is ten percent (10%) of the Purchase Price.

The Purchaser acknowledges that they have entered into this Agreement upon the part payment of the Deposit by way of a sum of less than ten percent (10%) of the Purchase Price stipulated herein.

The balance of the Deposit payable hereunder shall be paid by the Purchaser on completion of this Contract or upon termination of this Contract by the Vendor. If the Vendor terminates this Contract the Vendor shall in addition to any rights and remedies conferred on it by law and or equity have the right to sue the Purchaser for the unpaid balance of the Deposit.

This clause 45 shall not merge on termination of this Contract.

46 Particulars of Title

Notwithstanding any provision herein to the contrary, the purchasers shall not be entitled to request particulars of the vendor's title. The purchaser agrees that sufficient particulars of the vendor's title are disclosed in the contract.

The purchase shall not be entitled to make any requisition objection or claim for compensation in respect of any of the following:



- (a) Any encroachments upon the subject property;
- (b) The position of any building fences structures improvements drains pipes or electrical cables (if any);
- (c) Any other matter which may be referred to or disclosed in a survey report whether such survey report is annexed hereto or not.

47 Purchaser's Acknowledgment

The Purchasers acknowledge that they are purchasing the property and shall take title thereto subject to existing Water, Sewerage, Drainage, Gas and Electricity, Telephone or other installations or services (hereinafter in the condition referred to as "any service") and shall not make any requisition, objection or claim for compensation in respect of:

- (a) The nature, location, availability or non-availability of any service, or
- (b) If any such service is a joint service with any other property or properties, or
- (c) If any service for any other property or properties of the main, pipes, wires of connections, therefore, pass through or over the property and vice versa, or
- (d) Whether or not the property is subject to or has the benefit of any rights, easements, or agreements in respect of any service or the main, pipes, or connections there

48 Notice to complete

It is expressly agreed between the parties hereto that in circumstances justifying the issue of Notice to Complete either party may issue a Notice to Complete requiring completion within fourteen (14) days from the date of service of the said Notice and this period of fourteen (14) days in relation thereto shall be regarded as a reasonable and essential time for completion under this Contract notwithstanding any rule of law or equity to the contrary. A party issuing such notice shall be at liberty to extend the compliance with the said Notice without prejudice to his continuing right to rely on same or to give any such further Notice.

If the purchaser fails to complete this contract on or before the completion date otherwise than through the fault of the vendor then in addition to the payment of interest pursuant to clause 39 hereof the purchaser shall also pay the vendor the sum of four hundred and forty dollars (\$440.00) to cover legal costs and other expenses incurred as a consequence of delay as a genuine pre-estimate of those additional expenses to be allowed by the purchaser to the vendor as an adjustment on completion.





NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 11/SP76920

SEARCH DATE	TIME	EDITION NO	DATE
3/10/2024	9:58 AM	8	25/2/2021

LAND

LOT 11 IN STRATA PLAN 76920
AT RHODES
LOCAL GOVERNMENT AREA CANADA BAY

FIRST SCHEDULE

KAM LUN CHONG
XIAOQI ZHANG
AS JOINT TENANTS

(T AQ825818)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP76920
- 2 SP76920 RESTRICTION(S) ON THE USE OF LAND
- 3 AQ825819 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

op09200002

PRINTED ON 3/10/2024



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP76920

SEARCH DATE	TIME	EDITION NO	DATE
3/10/2024	9:58 AM	9	26/11/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 76920
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT RHODES
LOCAL GOVERNMENT AREA CANADA BAY
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM SP76920

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 76920
ADDRESS FOR SERVICE OF DOCUMENTS:
STRATA SENSE PTY LTD
PO BOX 1115
SURRY HILLS
NSW 2010

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 G563701 LAND EXCLUDES MINERALS AS REGARDS THE PARTS SHOWN
SO BURDENED IN DP1091279. SEE 1/440865
- 2 DP1062327 EASEMENT FOR PUBLIC ACCESS AFFECTING PART OF THE LAND
ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1062327 EASEMENT FOR SERVICES AFFECTING PART OF THE LAND
ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1062327 EASEMENT TO DRAIN WATER 16 WIDE APPURTANANT TO PART
OF THE LAND ABOVE DESCRIBED
- 5 DP1062327 EASEMENT TO DRAIN WATER APPURTENANT TO THE PART OF
THE LAND SHOWN SO BENEFITED IN DP1062327
- 6 AA249051 POSITIVE COVENANT AFFECTING THE PART SHOWN IN
DP1091279
- 7 DP1071169 EASEMENT FOR ACCESS AND DRAINAGE AFFECTING PART OF
THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE
TITLE DIAGRAM
- 8 DP1071169 POSITIVE COVENANT AFFECTING THE PART SHOWN IN
DP1091279
- 9 W15870 EASEMENT FOR PIPELINE OVER EXISTING LINE OF PIPES
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 SP76920 RIGHT OF ACCESS FOR USE OF POOL (A) AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
AJ4676 VARIATION OF EASEMENT SP76920 TERMS VARIED

END OF PAGE 1 - CONTINUED OVER

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SECOND SCHEDULE (13 NOTIFICATIONS) (CONTINUED)

- 11 SP76920 RESTRICTION(S) ON THE USE OF LAND
- 12 AN287880 INITIAL PERIOD EXPIRED
- 13 AQ580747 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 76920

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 124	2	- 83	3	- 78	4	- 81
5	- 90	6	- 80	7	- 80	8	- 90
9	- 81	10	- 83	11	- 95	12	- 84
13	- 86	14	- 98	15	- 91	16	- 87
17	- 82	18	- 80	19	- 81	20	- 85
21	- 81	22	- 79	23	- 83	24	- 88
25	- 85	26	- 98	27	- 89	28	- 96
29	- 85	30	- 99	31	- 82	32	- 83
33	- 82	34	- 91	35	- 83	36	- 82
37	- 85	38	- 98	39	- 86	40	- 85
41	- 89	42	- 99	43	- 103	44	- 85
45	- 101	46	- 84	47	- 103	48	- 84
49	- 88	50	- 88	51	- 91	52	- 104
53	- 156	54	- 148	55	- 147	56	- 135
57	- 77	58	- 71	59	- 81	60	- 112
61	- 112	62	- 112	63	- 113	64	- 114
65	- 114	66	- 80	67	- 81	68	- 81
69	- 84	70	- 78	71	- 83	72	- 83
73	- 66	74	- 85	75	- 82	76	- 84
77	- 84	78	- 85	79	- 85	80	- 87
81	- 60	82	- 62	83	- 63	84	- 81
85	- 85	86	- 85	87	- 86	88	- 81
89	- 87	90	- 112	91	- 88	92	- 90
93	- 89	94	- 89	95	- 93	96	- 93
97	- 93	98	- 66	99	- 66	100	- 68
101	- 67	102	- 104	103	- 108	104	- 95
105	- 68	106	- 106	107	- 147	108	- 171
109	- 179						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

STRATA CERTIFICATE

Name of Land/Accredited Certifier: **T. GIBSON**
 being satisfied that the requirements of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1988 has been complied with, approves of the proposal.

Strata Plan / Strata Plan of Subdivision

Authorised in the name of the certificate

The accredited officer is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

The strata plan/strata plan of subdivision is part of a development scheme. The conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

~~Consent is not subject to the assessment of the building beyond the agreement of~~

The accredited officer is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

This approval is given on the condition that the use of the land (being land used for the storage or accommodation of boats, motor vehicles or goods and for human occupation as a residence, office, shop or the like) is restricted to the purposes of a lot or proposed lot (and being such a lot) by the subject of the strata scheme concerned, as referred to in section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 42 of the Strata Schemes (Leasehold Development) Act 1988.

Date: **4.5.06** 31/6/06
 Subdivision No. _____
 Accredited No. **132716** 99-3-2003
 Relevant Development Consent No. _____
 Issued by: **D.O.P.**

[Signature]
 Authorised Officer / General Manager / Accredited Certifier
 Complete or delete if inapplicable

SCHEDULE OF UNIT ENTITLEMENT

SIGNED ON BEHALF OF WALKER CORPORATION BY LIMING. RCN 01176263

[Signature]
 DIRECTOR

[Signature]
 SECRETARY

SURVEYOR'S CERTIFICATE

DAVID WALLACE FAIRLIE

of ROGER BOXALL SURVEYORS, P/L, PO BOX 519, SUTHERLAND 1499

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

- (1) each applicable requirement of Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 or Schedule 1A to the Strata Schemes (Leasehold Development) Act 1988 has been met;
- (2) (a) the building encroaches on a public place;
 (b) the building encroaches on land (other than a public place) in respect of which an encroachment on appropriate assessment has been created by registered +
 + to be the subject of section 88B of the Conveyancing Act 1919; or
 (3) the survey information recorded in any accompanying location plan is accurate.

Signature: *[Signature]*
 Date: **2-5-2006**

* Delete if inapplicable
 + State whether dealing or plan, and quote registered number.
 ZONE: URBAN/RURAL
 This is sheet 1 of my plan in 30 sheets.

- * Model By-laws adopted for this scheme
- Keeping of Animals: Option #/B/E
- * Schedule of By-laws in 18 sheets filed with plan
- * NO By-laws Apply
- * Strike out whichever is inapplicable

PLAN OF SUBDIVISION OF LOT 102
 IN DP 1091279.

L G A CANADA BAY Suburb: RHODES

Parish: CONCORD County: CUMBERLAND

Name of, and *address for service of notices on, the owners corporation
 *Address required on original strata plan only.
**THE OWNERS - STRATA PLAN No 716920,
 42 RIDER BOULEVARD,
 RHODES 2138**

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.
 PURSUANT TO SEC 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, AND SEC 88B OF THE CONVEYANCING ACT 1919 AS AMENDED. IT IS INTENDED TO CREATE:
 1. RIGHT OF ACCESS FOR USE OF POOL (A)
 2. RESTRICTION ON THE USE OF LAND
 3. RESTRICTION ON THE USE OF LAND

SP76920

Registered: 26-05-2006

Purpose: STRATA PLAN

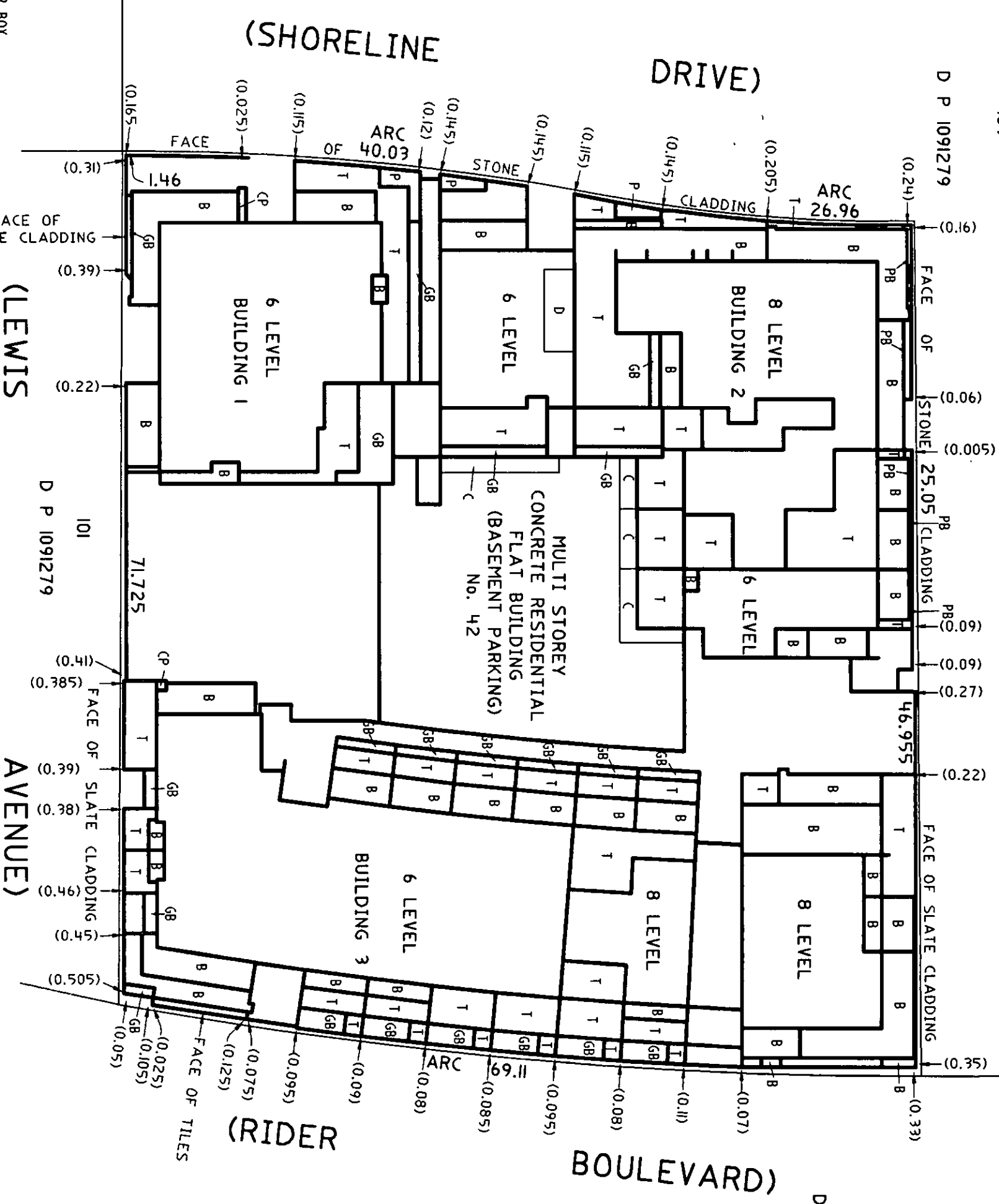
Ref. Map: L0059-92

Last Plan: DP 1091279

Dated at Sydney this 5th Day of March 2006
 Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 523) ADAM CLIFFORD COTTERELL
 signed by its Attorney
 who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 564 Book 4388

Signed in the presence of *[Signature]* (Signature)
RACHEL MUIR (Print Name)
 ASSISTANT MANAGER (Title)

SP76920



LOCATION PLAN

Reduction Ratio 1:400

Lengths are in metres

FOR EASEMENTS AFFECTING THE LAND REFER TO DP 1091279.

- P DENOTES PLANTER BOX
- C DENOTES COURTYARD
- T DENOTES TERRACE
- GB DENOTES GARDEN BOX
- B DENOTES BALCONY
- D DENOTES TIMBER DECKING

D. Davis
Registered Surveyor

D. Wilson
Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

SP76920

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	124	29	85	57	77	85	85				
2	83	30	99	58	71	86	86				
3	78	31	82	59	81	87	87				
4	81	32	83	60	112	88	88				
5	90	33	82	61	112	89	89				
6	80	34	91	62	112	90	90				
7	80	35	83	63	113	91	91				
8	90	36	82	64	114	92	92				
9	81	37	85	65	114	93	93				
10	83	38	98	66	80	94	94				
11	95	39	86	67	81	95	95				
12	84	40	85	68	81	96	96				
13	86	41	89	69	84	97	97				
14	98	42	99	70	78	98	98				
15	91	43	103	71	83	99	99				
16	87	44	85	72	83	100	100				
17	82	45	101	73	66	101	101				
18	80	46	84	74	85	102	102				
19	81	47	103	75	82	103	103				
20	85	48	84	76	84	104	104				
21	81	49	88	77	84	105	105				
22	79	50	88	78	85	106	106				
23	83	51	91	79	85	107	107				
24	88	52	104	80	87	108	108				
25	85	53	156	81	60	109	109				
26	98	54	148	82	62	AGGREGATE	10000				
27	89	55	147	83	63						
28	96	56	135	84	81						

Reduction Ratio 1:

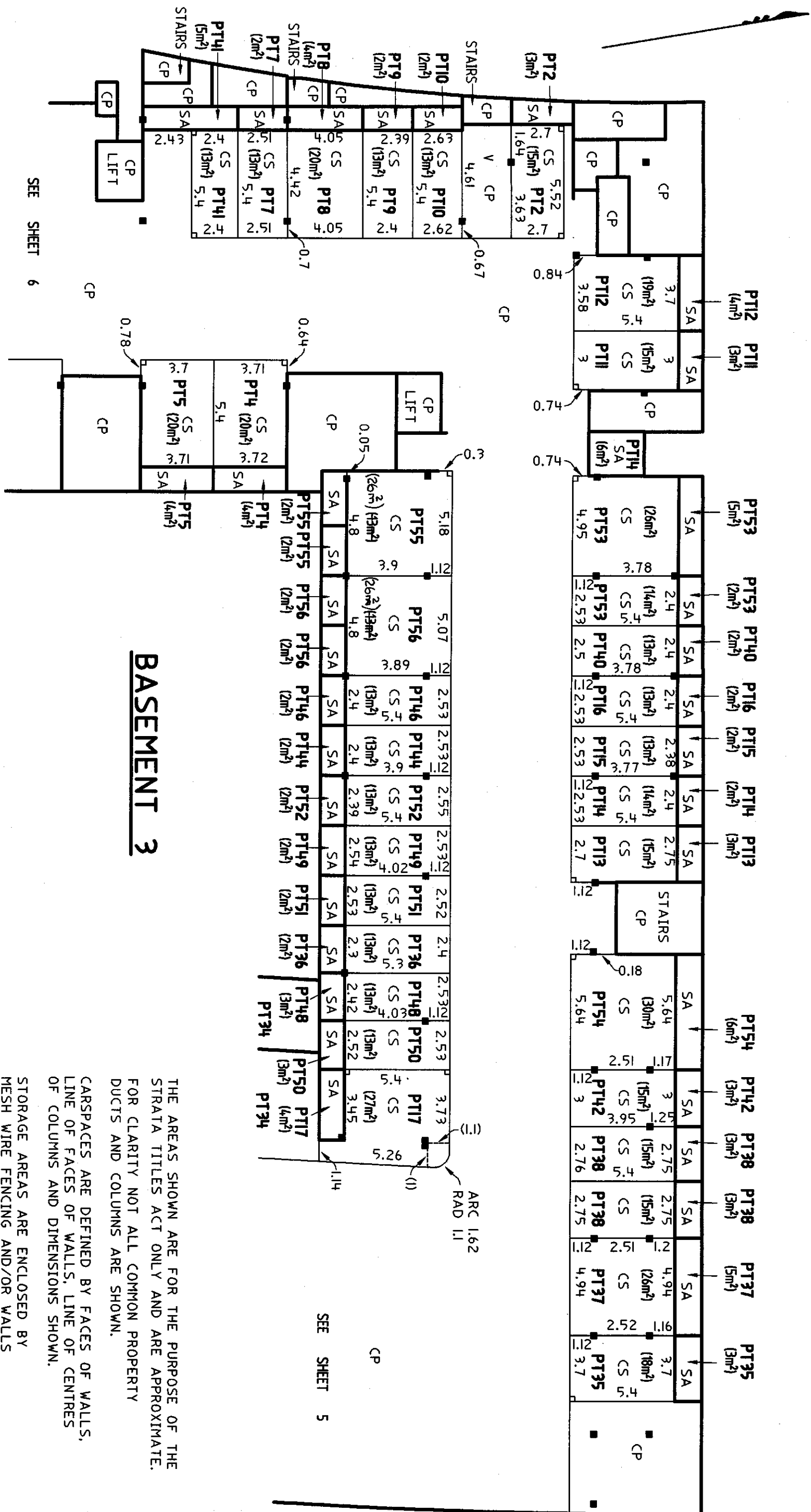
Lengths are in metres

D. Fairlie
Registered Surveyor

D. Wilson
Authorized Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

SP76920



BASEMENT 3

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.

CARSPACES ARE DEFINED BY FACES OF WALLS, LINE OF FACES OF WALLS, LINE OF CENTRES OF COLUMNS AND DIMENSIONS SHOWN.

STORAGE AREAS ARE ENCLOSED BY MESH WIRE FENCING AND/OR WALLS

- h. DENOTES 90° ANGLE
- v DENOTES VISITOR CARSPACE
- CP DENOTES COMMON PROPERTY
- SA DENOTES STORAGE AREA
- CS DENOTES CARSPACE

SEE SHEET 6

SEE SHEET 5

Reduction Ratio 1:200

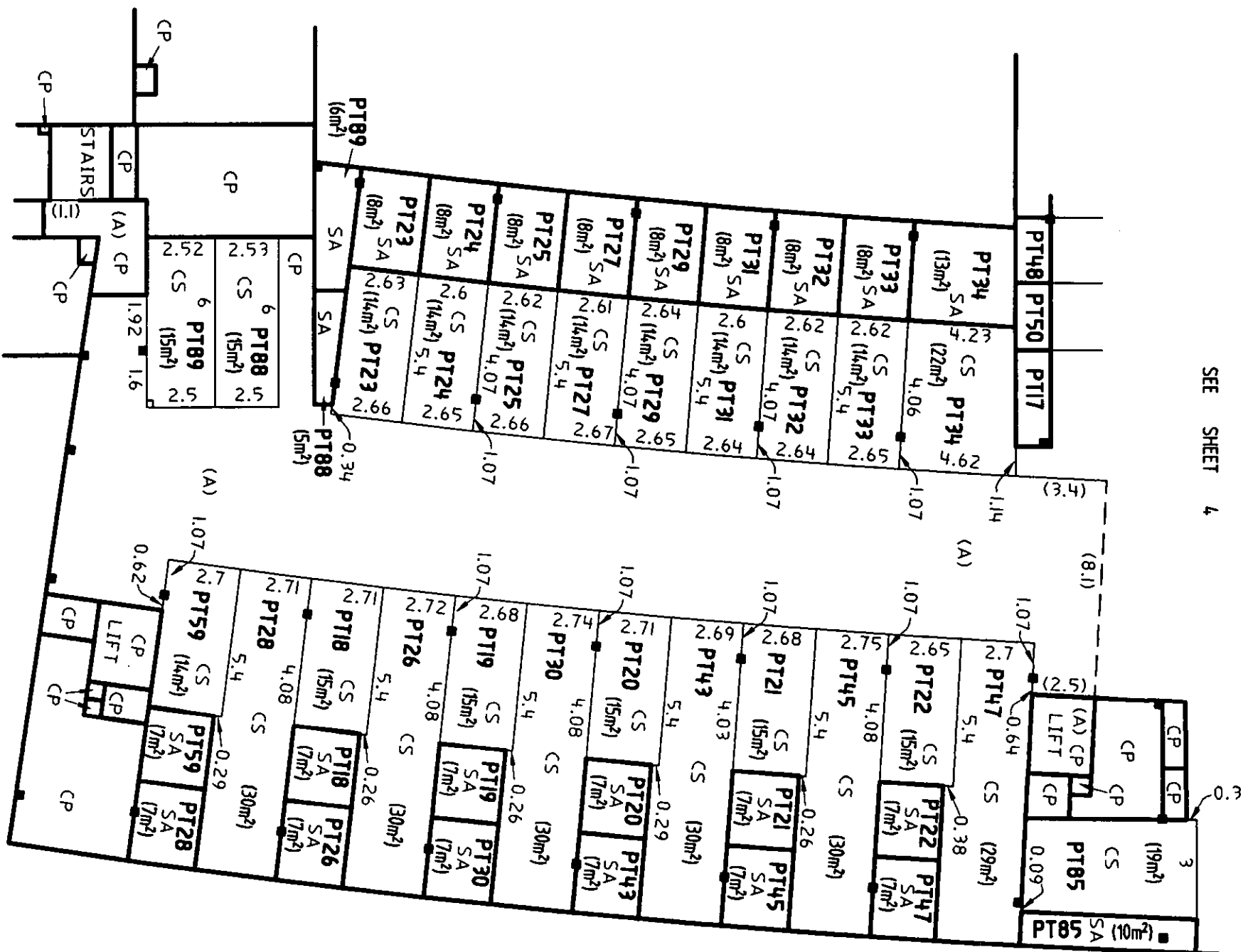
Lengths are in metres

D. Forster
Registered Surveyor

D. Wilson
Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

SEE SHEET 4



L DENOTES 90° ANGLE
 CP DENOTES COMMON PROPERTY
 SA DENOTES STORAGE AREA
 CS DENOTES CARSPACE

SEE SHEET 6

SP76920

BASEMENT 3

(A) RIGHT OF ACCESS FOR USE OF POOL
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.
 CARSPACES ARE DEFINED BY FACES OF WALLS. LINE OF FACES OF WALLS. LINE OF CENTRES OF COLUMNS AND DIMENSIONS SHOWN.
 STORAGE AREAS ARE ENCLOSED BY MESH WIRE FENCING AND/OR WALLS

Reduction Ratio 1:200

Lengths are in metres

Deirdre
 Registered Surveyor

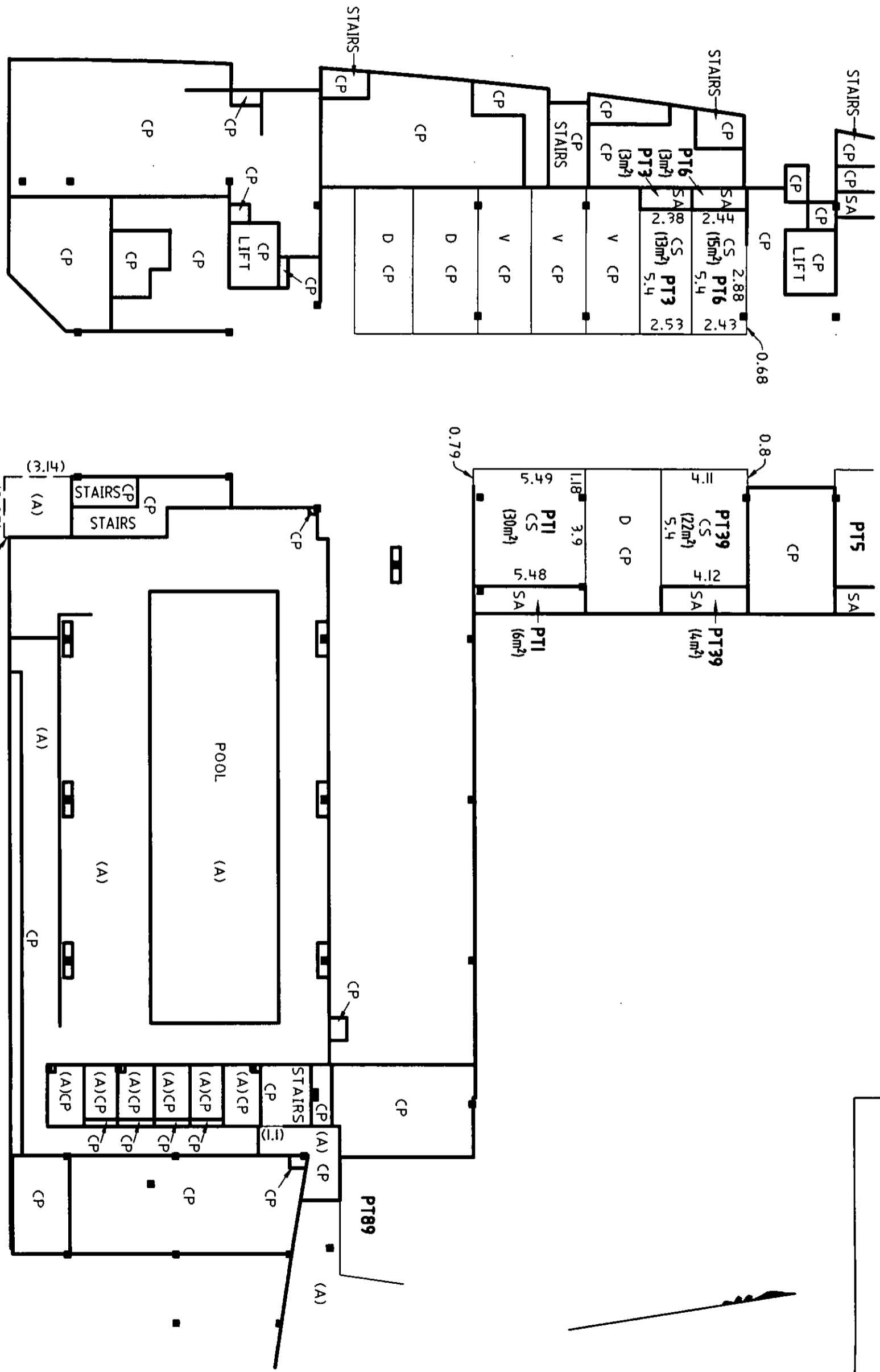
Deidre
 Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

(A) RIGHT OF ACCESS FOR USE OF POOL

SEE SHEET 4

SP76920



BASEMENT 3

Reduction Ratio 1:200

Lengths are in metres

- V DENOTES VISITOR CARSPACE
- CP DENOTES COMMON PROPERTY
- SA DENOTES STORAGE AREA
- D DENOTES DISABLED VISITOR CARSPACE

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN. CARSPACES ARE DEFINED BY FACES OF WALLS, LINE OF FACES OF WALLS, LINE OF CENTRES OF COLUMNS AND DIMENSIONS SHOWN. STORAGE AREAS ARE ENCLOSED BY MESH WIRE FENCING AND/OR WALLS

D. Fairlie
Registered Surveyor

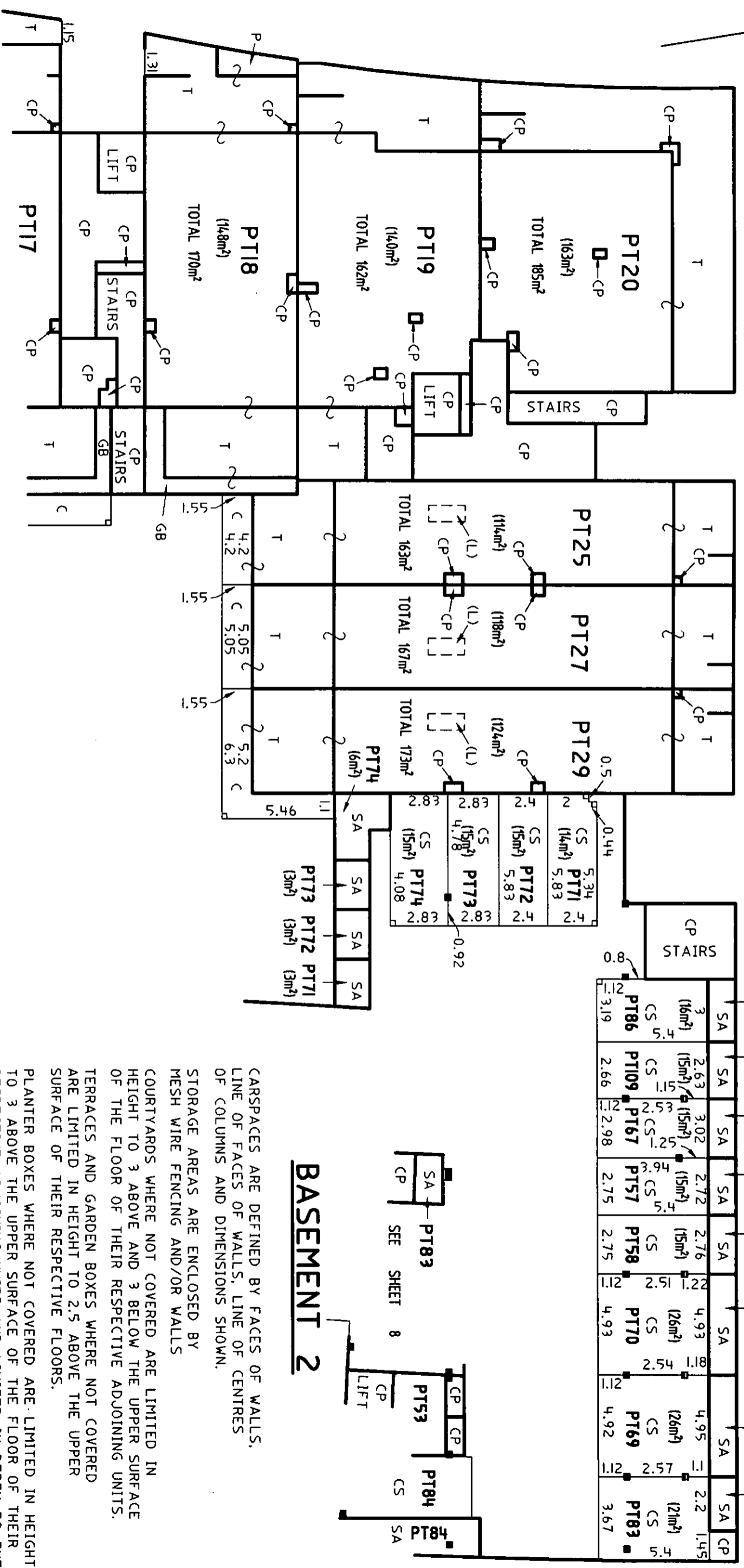
Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.

SP76920

BUILDING 2



BASEMENT 2

CARPSPACES ARE DEFINED BY FACES OF WALLS, LINE OF FACES OF WALLS, LINE OF CENTRES OF COLUMNS AND DIMENSIONS SHOWN. STORAGE AREAS ARE ENCLOSED BY MESH WIRE FENCING AND/OR WALLS COURTYARDS WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 3 ABOVE AND 3 BELOW THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNITS. TERRACES AND GARDEN BOXES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS. PLANTER BOXES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNITS AND LIMITED IN DEPTH TO THE UPPER SURFACE OF THE BASEMENT 3 ROOF.

(L) THE CUBIC SPACE OF LOTS 25, 27 & 29 EXTENDS TO THE UNDERSIDE OF THE LEVEL 2 CEILING IN THIS AREA WHERE NO UPPER FLOOR EXISTS.

Reduction Ratio 1:200

Lengths are in metres

LEVEL 1

SEE SHEET 9

- L DENOTES 90° ANGLE
- C DENOTES COURTYARD
- T DENOTES TERRACE
- CS DENOTES CARSPACE
- P DENOTES PLANTER BOX
- GB DENOTES GARDEN BOX
- SA DENOTES STORAGE AREA
- CP DENOTES COMMON PROPERTY

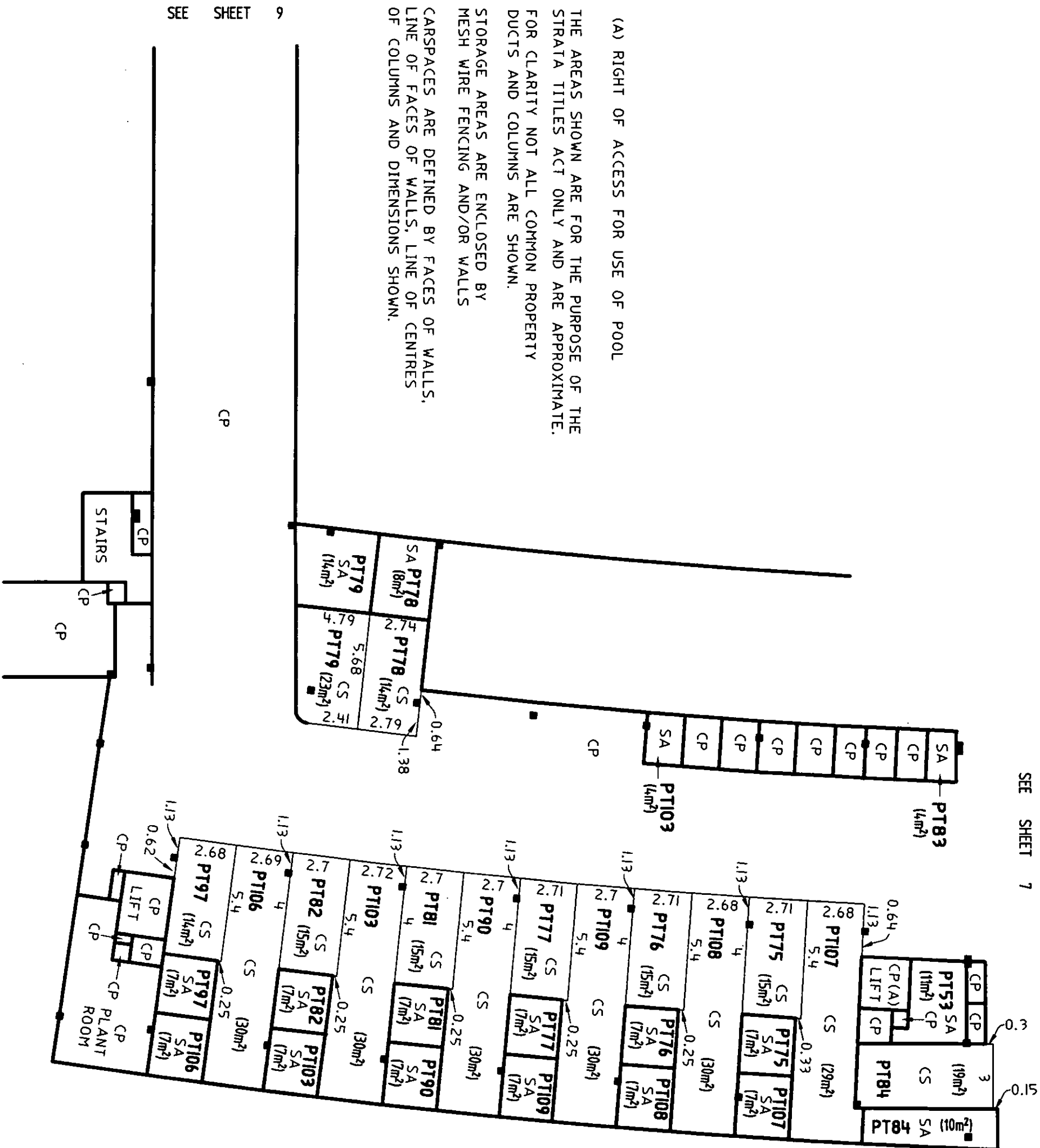
D. Forster
Registered Surveyor

D. Williams
Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

SP76920

SEE SHEET 7



(A) RIGHT OF ACCESS FOR USE OF POOL

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRAITA TITLES ACT ONLY AND ARE APPROXIMATE. FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.

STORAGE AREAS ARE ENCLOSED BY MESH WIRE FENCING AND/OR WALLS

CARSPACES ARE DEFINED BY FACES OF WALLS, LINE OF FACES OF WALLS, LINE OF CENTRES OF COLUMNS AND DIMENSIONS SHOWN.

SEE SHEET 9

BASEMENT 2

h DENOTES 90° ANGLE
 CP DENOTES COMMON PROPERTY
 SA DENOTES STORAGE AREA
 CS DENOTES CARSPACE

Reduction Ratio 1:200

Lengths are in metres

D. Foster
 Registered Surveyor

Registered Surveyor

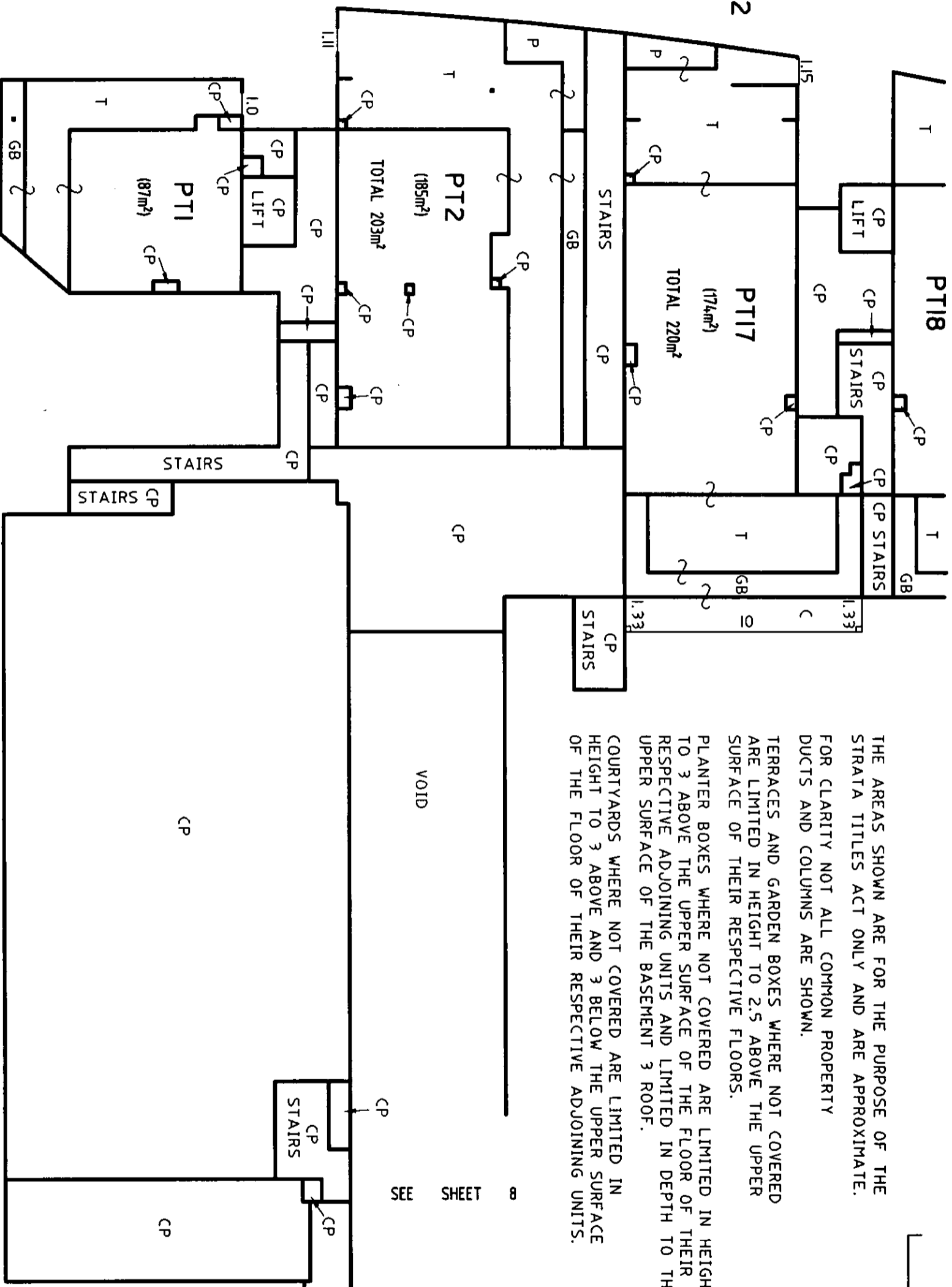
William
 Authorized Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

SP76920

SEE SHEET 7

BUILDING 2



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.

TERRACES AND GARDEN BOXES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

PLANTER BOXES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNITS AND LIMITED IN DEPTH TO THE UPPER SURFACE OF THE BASEMENT 3 ROOF.

COURTYARDS WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 3 ABOVE AND 3 BELOW THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNITS.

BUILDING 1

LEVEL 1

- h DENOTES 90° ANGLE
- CP DENOTES COMMON PROPERTY
- T DENOTES TERRACE
- GB DENOTES GARDEN BOX
- P DENOTES PLANTER BOX
- C DENOTES COURTYARD

Reduction Ratio 1:200

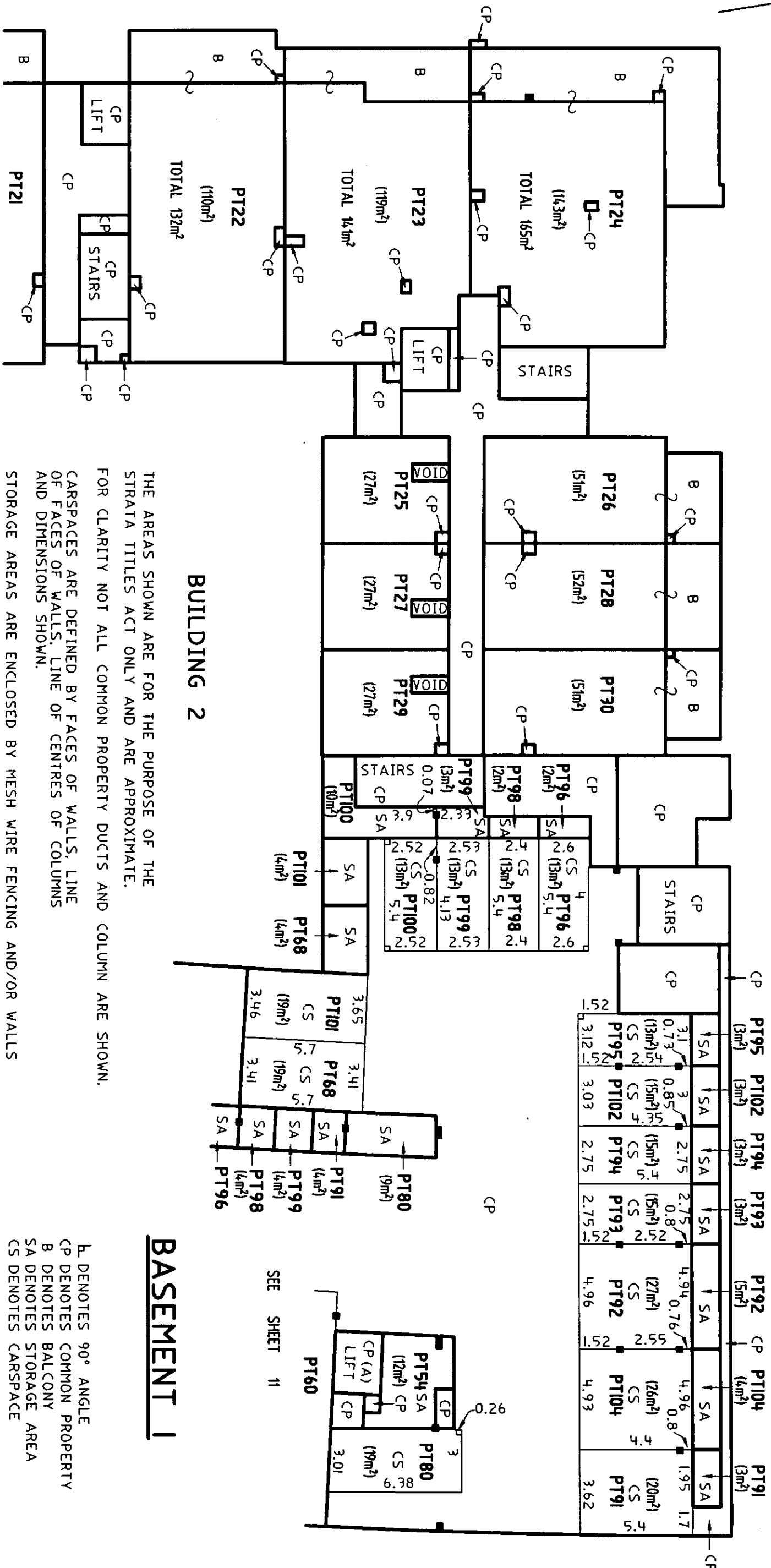
Lengths are in metres

DFaisie
Registered Surveyor

William
Authorized Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

SP76920



BUILDING 2

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

FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMN ARE SHOWN.

CARPSPACES ARE DEFINED BY FACES OF WALLS, LINE OF FACES OF WALLS, LINE OF CENTRES OF COLUMNS AND DIMENSIONS SHOWN.

STORAGE AREAS ARE ENCLOSED BY MESH WIRE FENCING AND/OR WALLS

BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

BASEMENT 1

L DENOTES 90° ANGLE
 CP DENOTES COMMON PROPERTY
 B DENOTES BALCONY
 SA DENOTES STORAGE AREA
 CS DENOTES CARSPACE

(A) RIGHT OF ACCESS FOR USE OF POOL

Reduction Ratio 1:200

Lengths are in metres

LEVEL 2

SEE SHEET 12

SEE SHEET 11

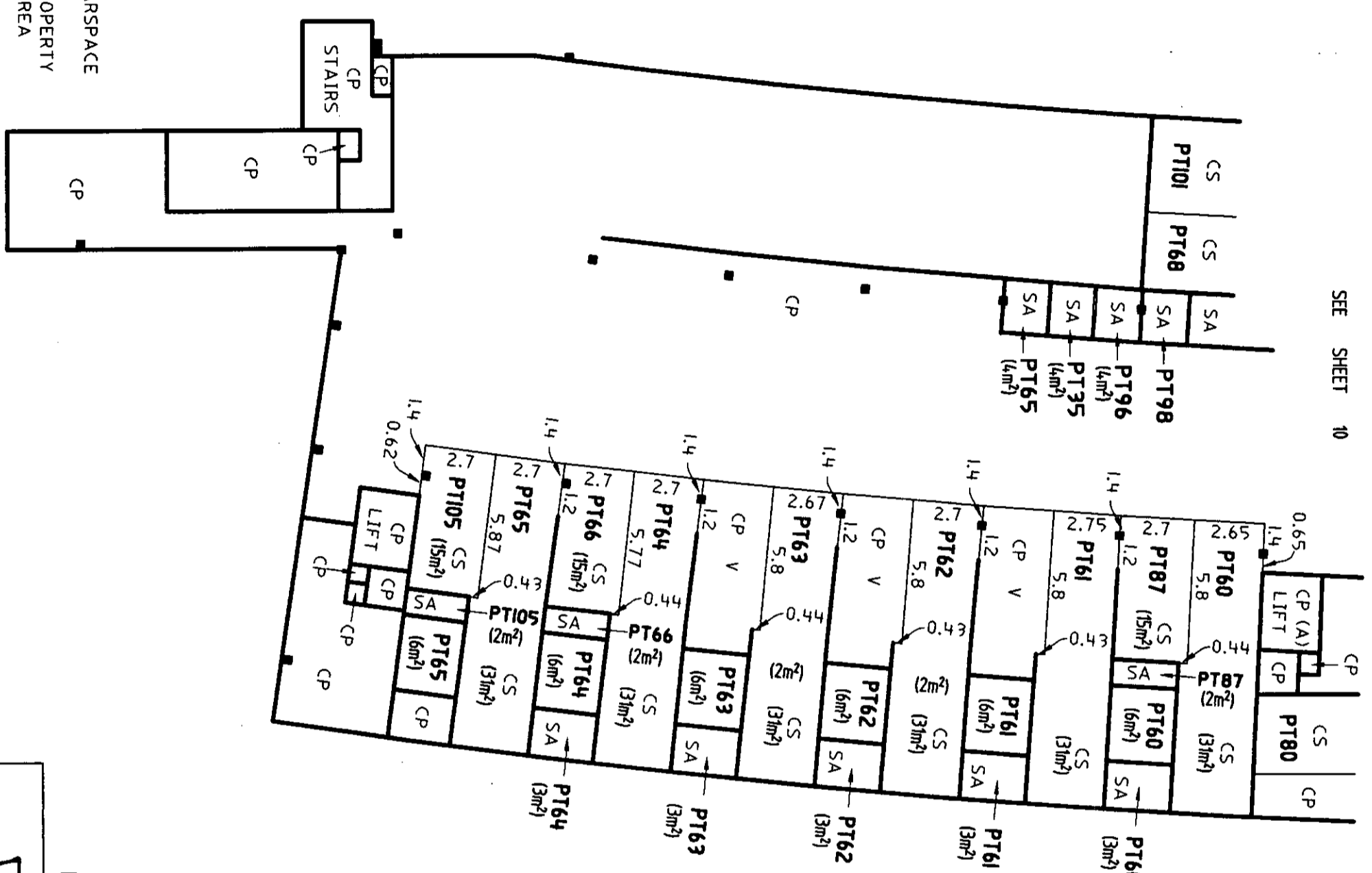
D. Faizie
 Registered Surveyor

A. Williams
 Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

SP76920

SEE SHEET 10



V DENOTES VISITOR CARSPACE
 CS DENOTES CARSPACE
 CP DENOTES COMMON PROPERTY
 SA DENOTES STORAGE AREA

BASEMENT 1

(A) RIGHT OF ACCESS FOR USE OF POOL
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.
 CARSPACES ARE DEFINED BY FACES OF WALLS, LINE OF FACES OF WALLS, LINE OF CENTRES OF COLUMNS AND DIMENSIONS SHOWN.
 STORAGE AREAS ARE ENCLOSED BY MESH WIRE FENCING AND/OR WALLS

Reduction Ratio 1:200

Lengths are in metres

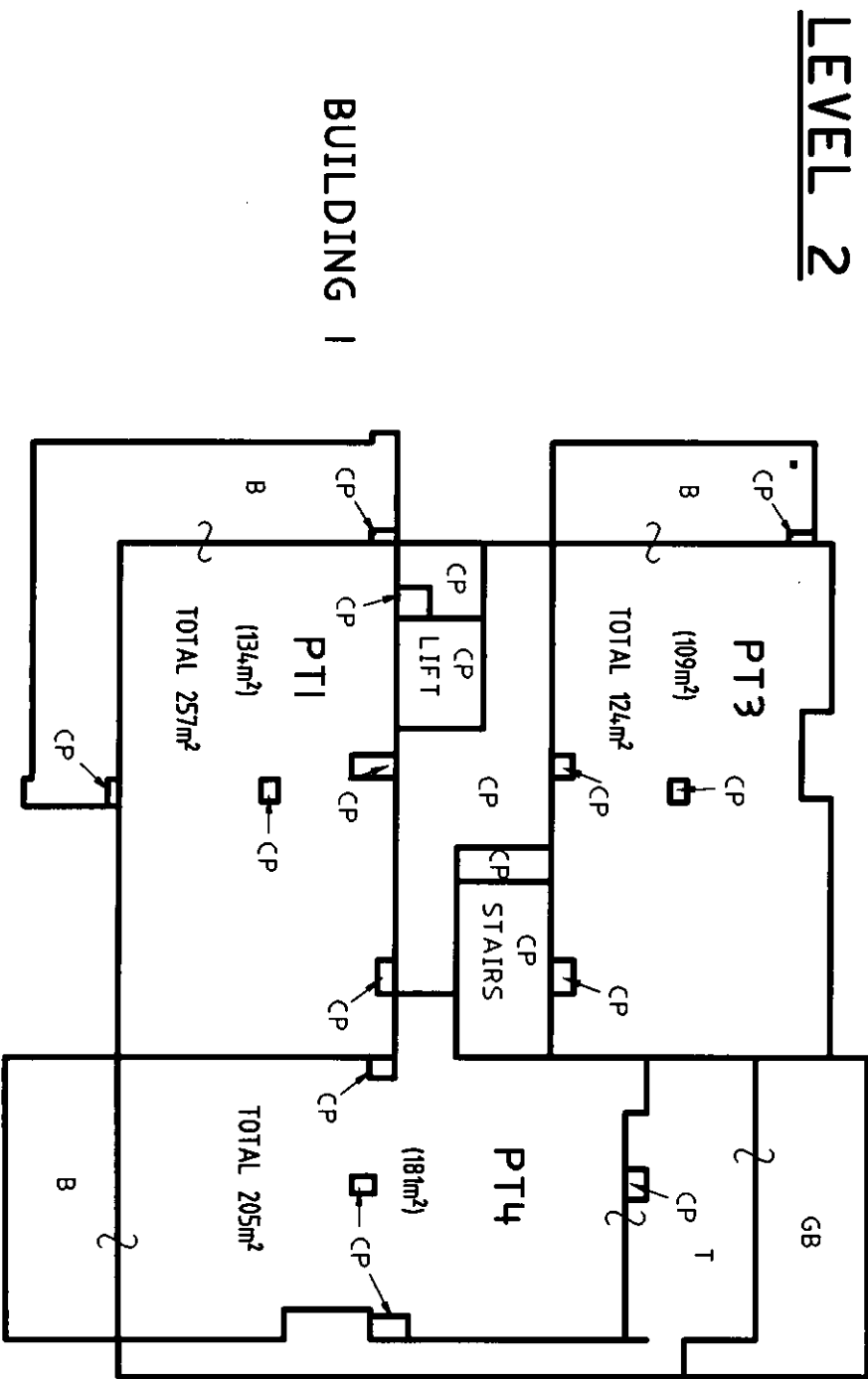
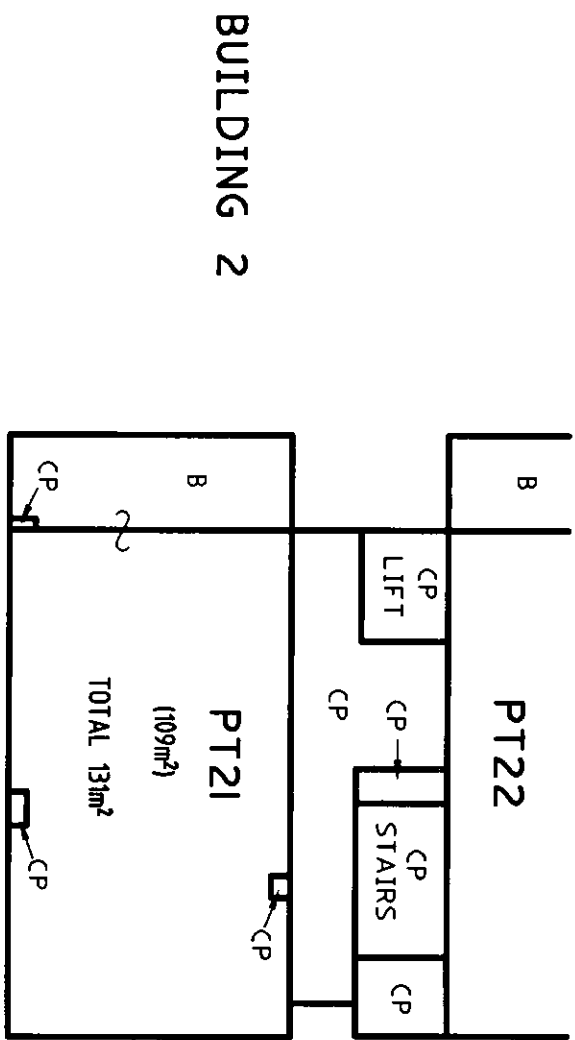
D. O'Sullivan
 Registered Surveyor

D. Wilson
 Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

SP76920

SEE SHEET 10



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.

BALCONIES, TERRACES AND GARDEN BOX WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- T DENOTES TERRACE
- GB DENOTES GARDEN BOX

Reduction Ratio 1:200

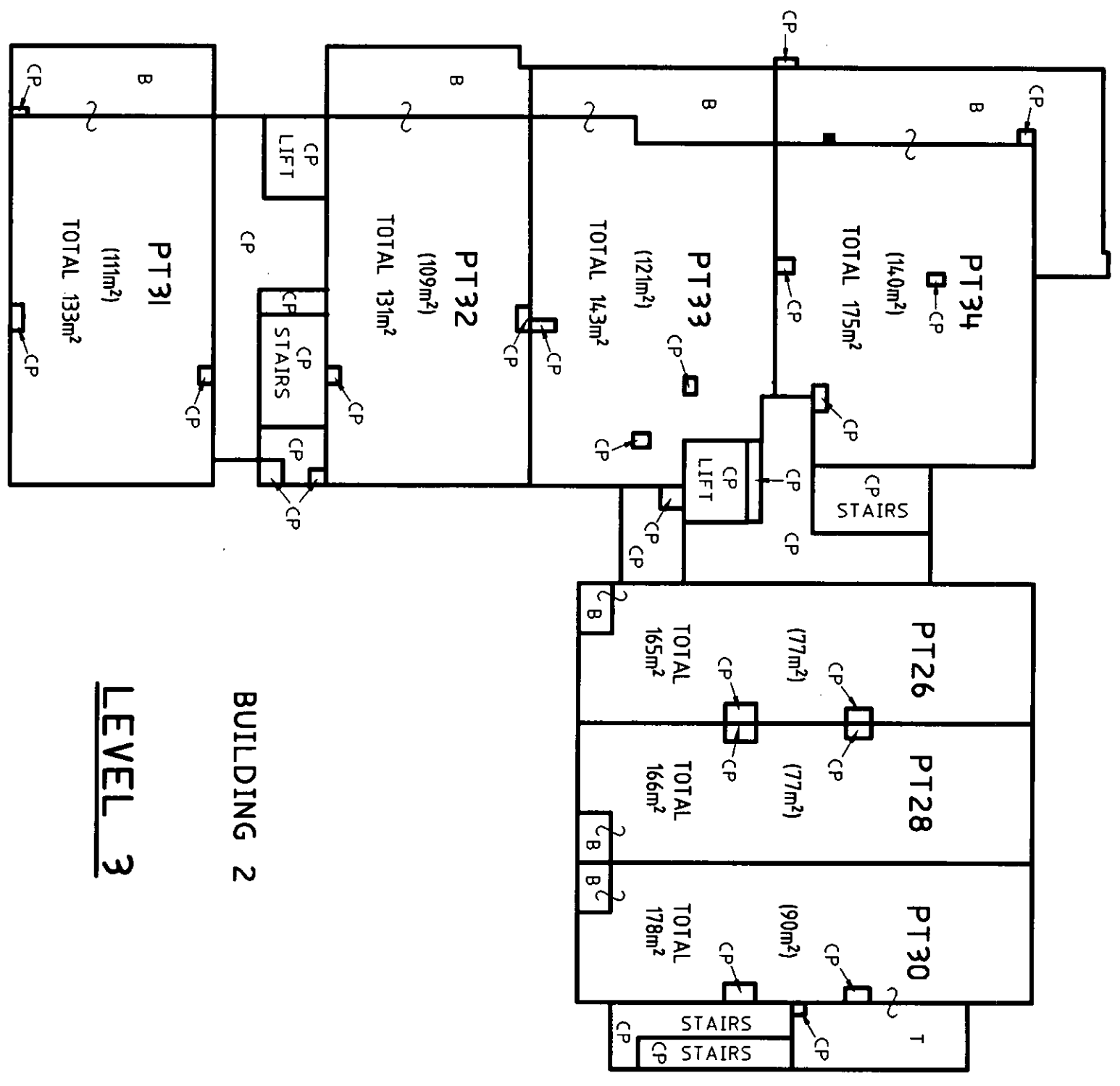
Lengths are in metres

D. O'Sullivan
 Registered Surveyor

S. Wilson
 Authenticated Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

SP76920

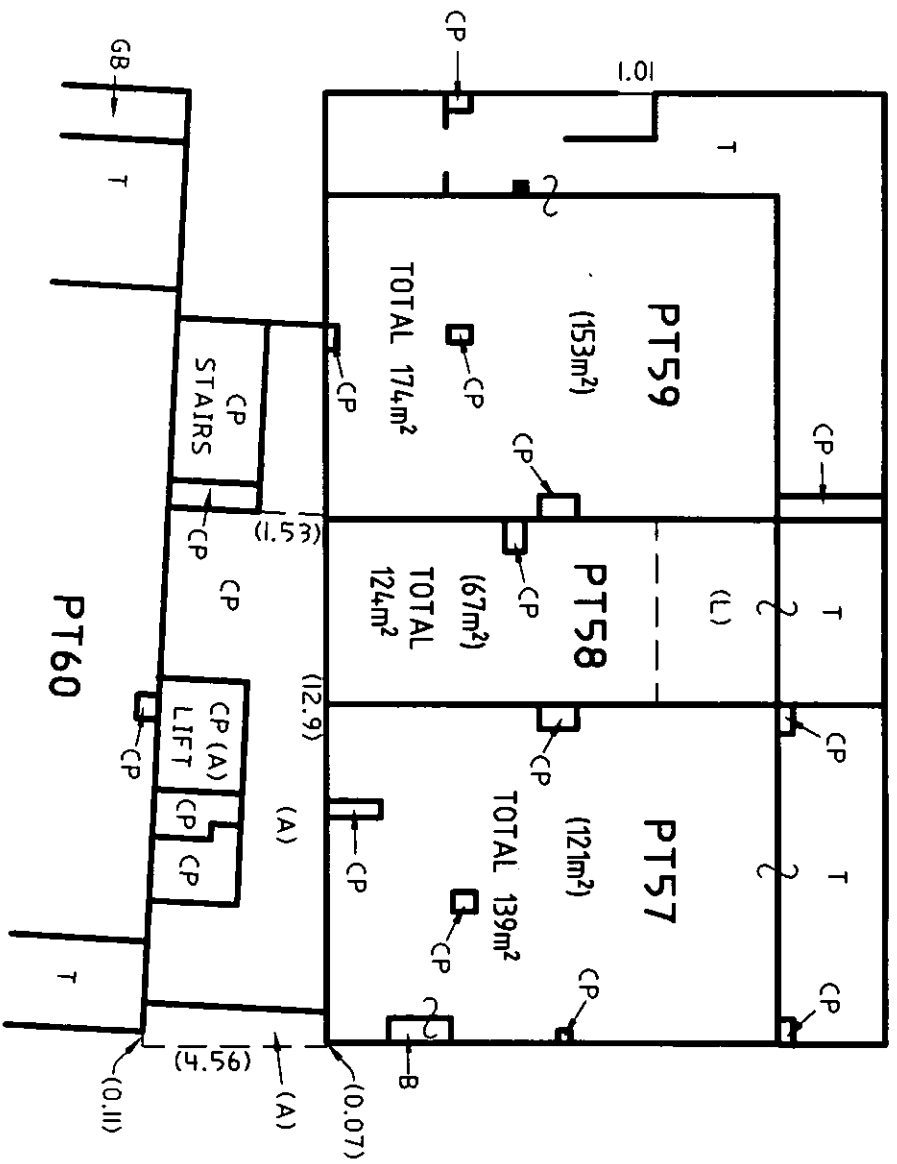


BUILDING 2

LEVEL 3

SEE SHEET 15

CP DENOTES COMMON PROPERTY
 B DENOTES BALCONY
 T DENOTES TERRACE
 GB DENOTES GARDEN BOX



BUILDING 3

LEVEL 1

SEE SHEET 14

(A) RIGHT OF ACCESS FOR USE OF POOL
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.
 BALCONIES AND TERRACES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.
 (L) THE CUBIC SPACE OF LOT 58 EXTENDS TO THE UNDERSIDE OF THE LEVEL 2 CEILING IN THIS AREA WHERE NO UPPER FLOOR EXISTS.

Reduction Ratio 1:200

Lengths are in metres

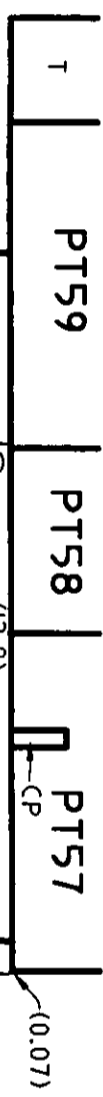
D. Faislie
 Registered Surveyor

D. Williams
 Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

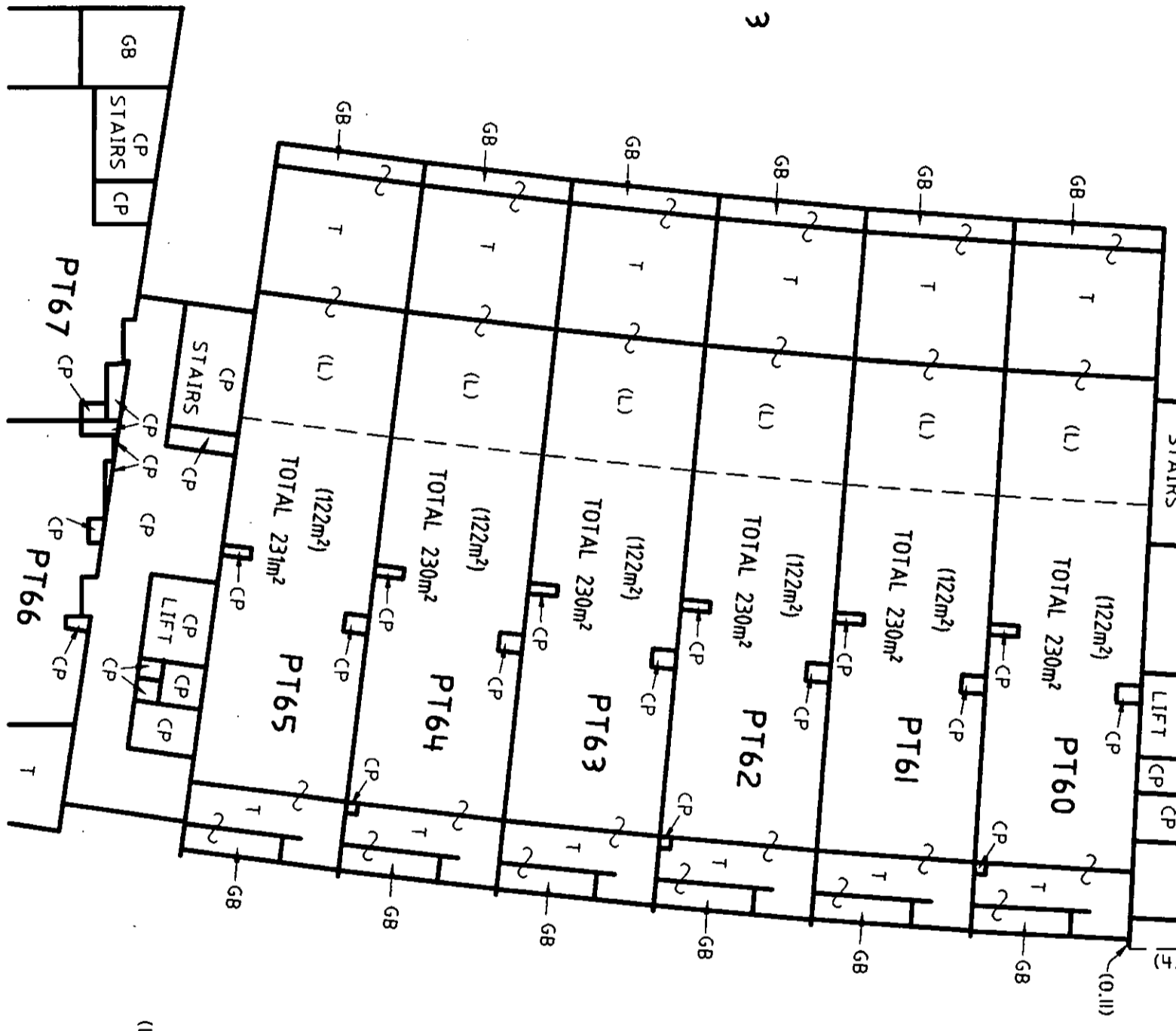
SP76920

SEE SHEET 13



BUILDING 3

LEVEL 1



CP DENOTES COMMON PROPERTY
 T DENOTES TERRACE
 GB DENOTES GARDEN BOX

(A) RIGHT OF ACCESS FOR USE OF POOL

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN. TERRACES AND GARDEN BOXES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

(L) THE CUBIC SPACE OF LOTS 60-65 INCLUSIVE EXTENDS TO THE UNDERSIDE OF THE LEVEL 2 CEILING IN THIS AREA WHERE NO UPPER FLOOR EXISTS

Reduction Ratio 1:200

Lengths are in metres

SEE SHEET 15

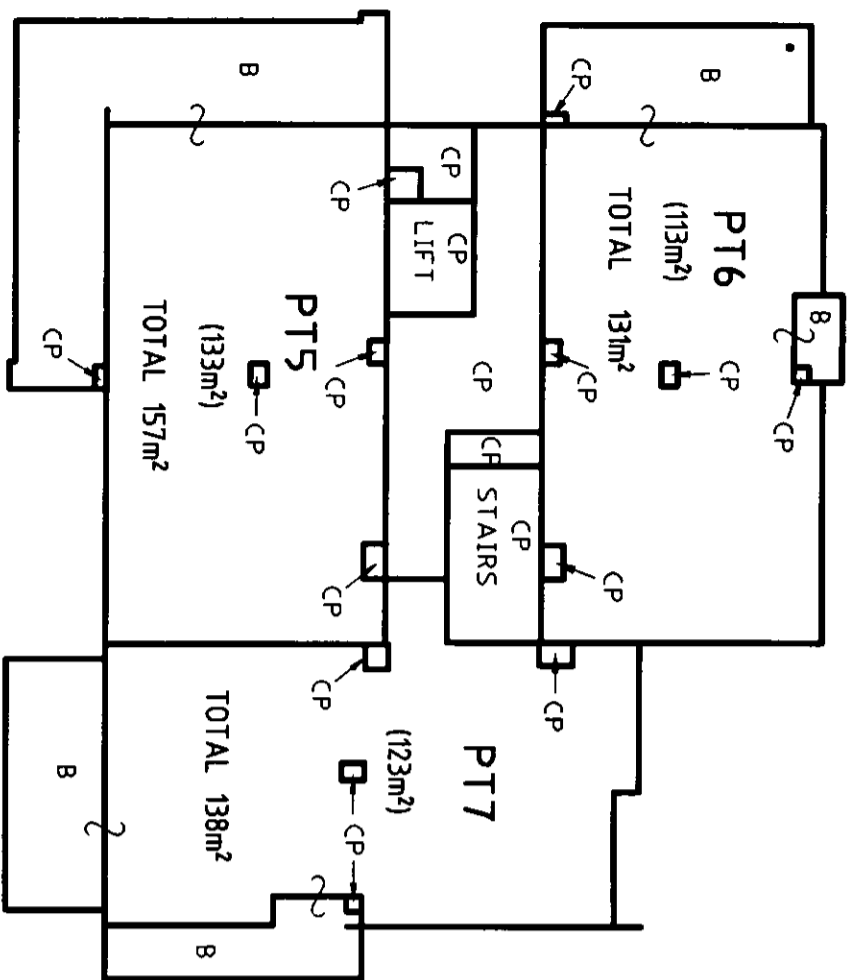
D. Fairlie
Registered Surveyor

A. Wilson
Authorized Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

SP76920

SEE SHEET 13



BUILDING 1

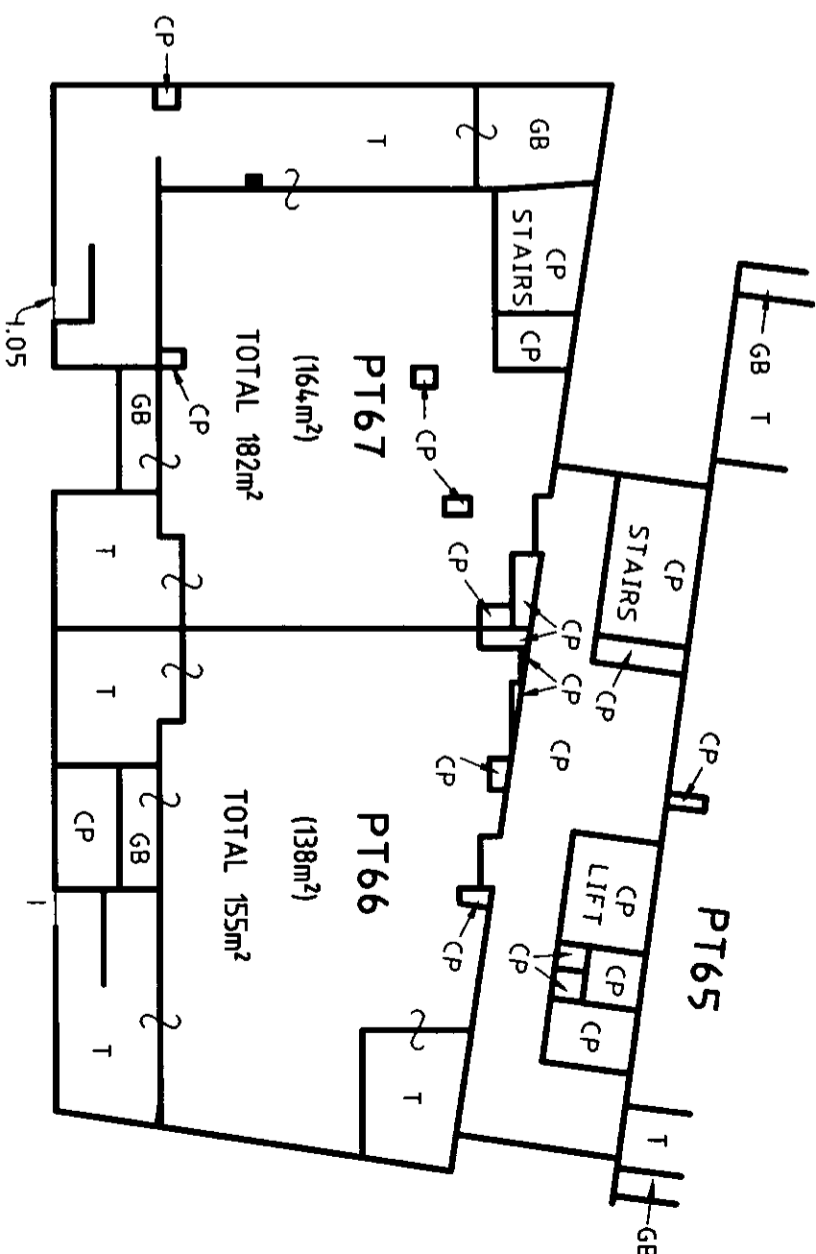
LEVEL 3

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

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

BALCONIES, TERRACES AND GARDEN BOXES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

SEE SHEET 14



BUILDING 3

LEVEL 1

CP DENOTES COMMON PROPERTY
 B DENOTES BALCONY
 T DENOTES TERRACE
 GB DENOTES GARDEN BOX

Reduction Ratio 1:200

Lengths are in metres

D. Davis

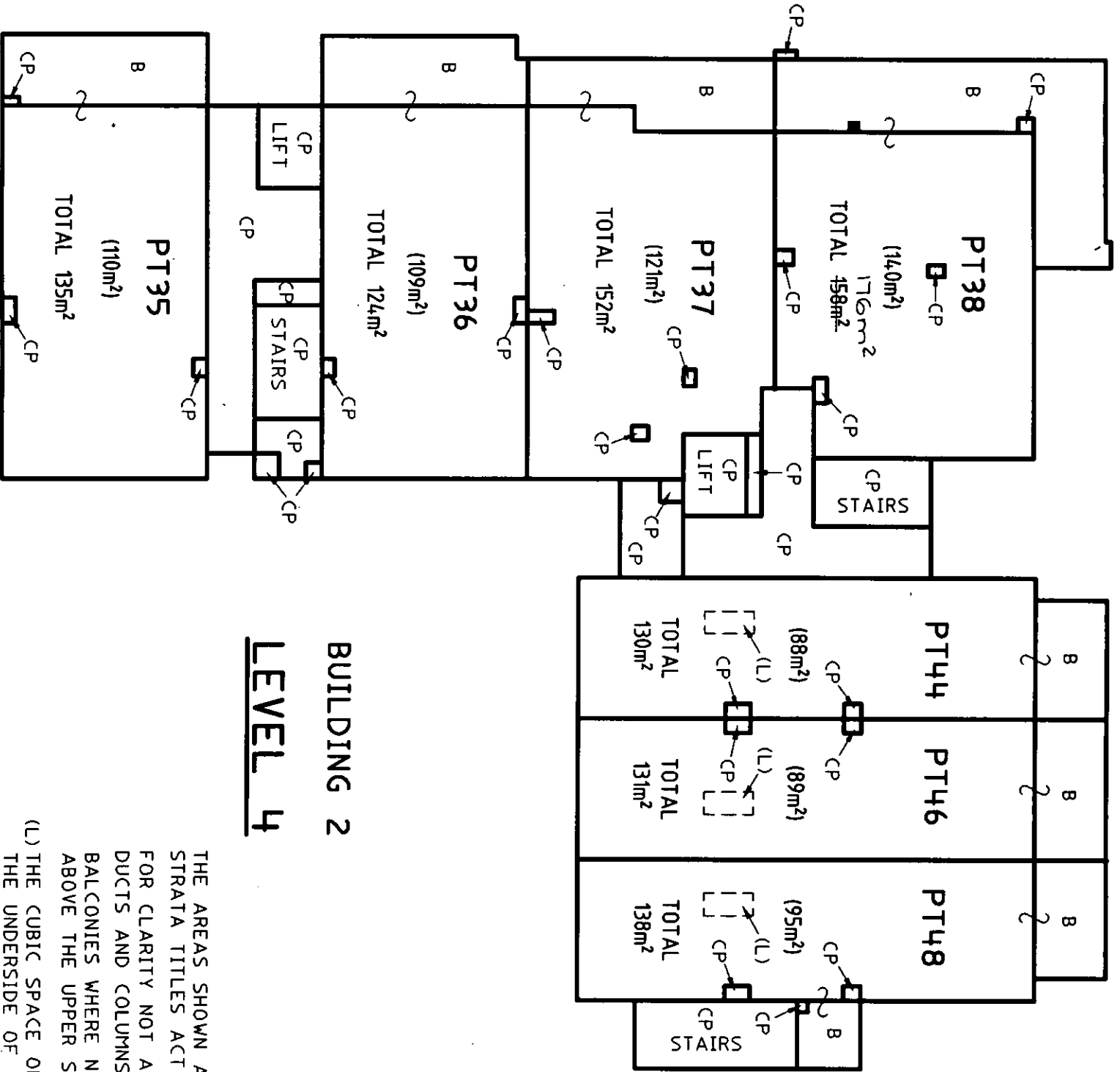
Registered Surveyor

S. Wilson

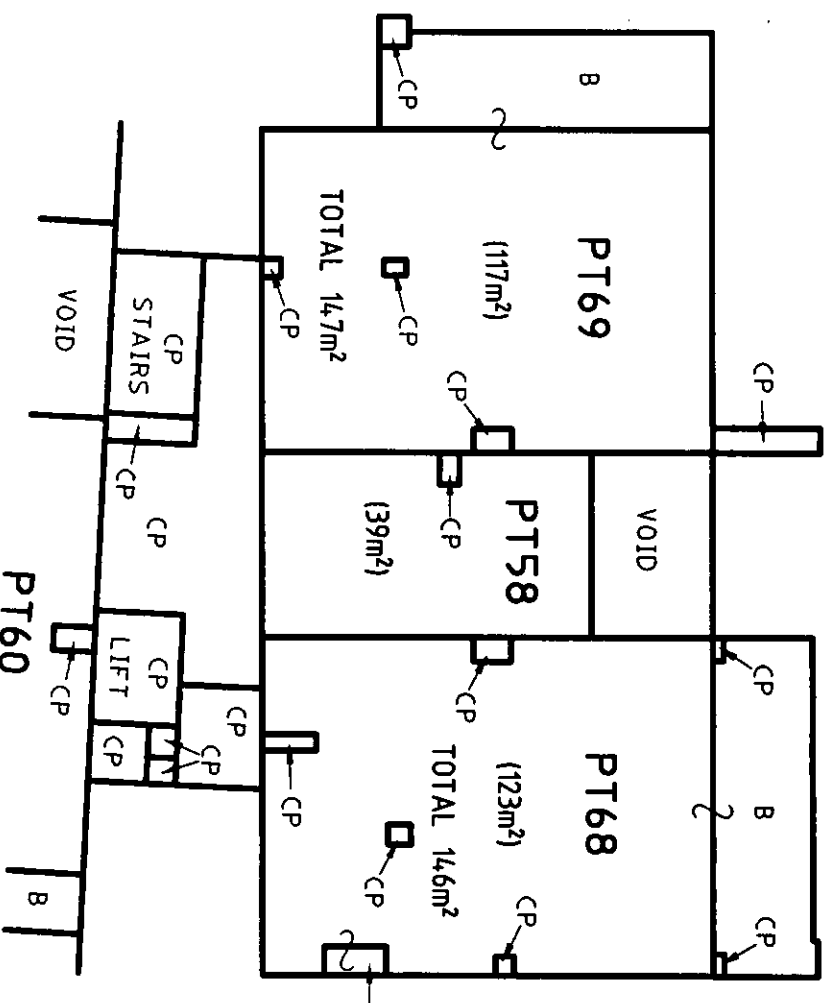
Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

SP76920



BUILDING 2
LEVEL 4



BUILDING 3
LEVEL 2

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.

BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

(L) THE CUBIC SPACE OF LOTS 44, 46 & 48 EXTENDS TO THE UNDERSIDE OF THE LEVEL 5 CEILING IN THIS AREA WHERE NO UPPER FLOOR EXISTS.

SEE SHEET 17

SEE SHEET 18

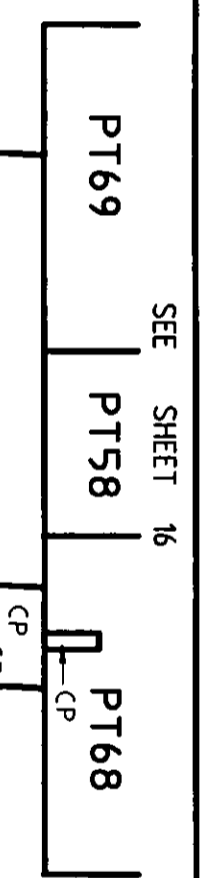
Reduction Ratio 1:200

Lengths are in metres

D. Fairlie
Registered Surveyor

D. Kilman
Authorised Person/General Manager/Accredited Certifier

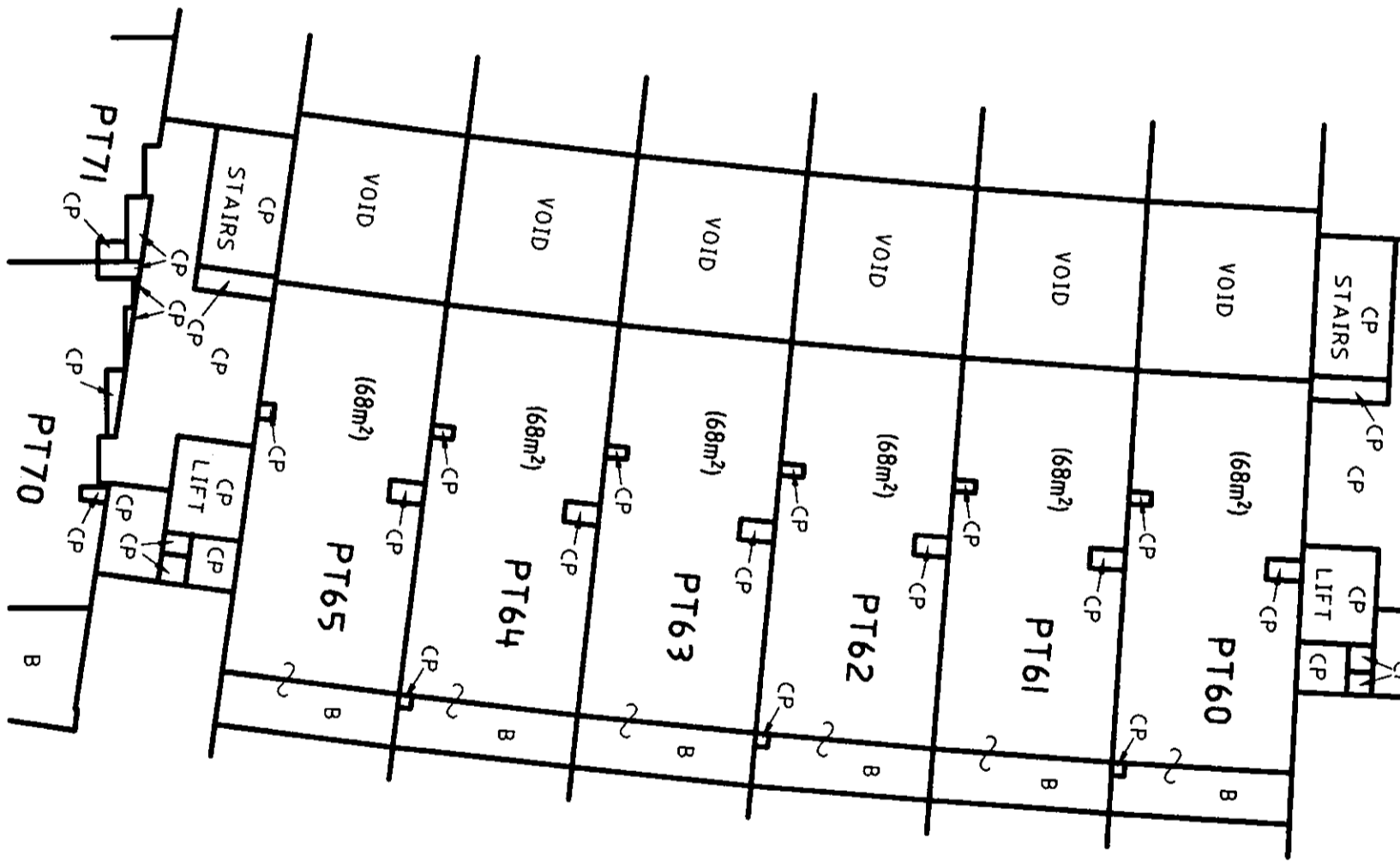
SURVEYOR'S REFERENCE: 7583/SP3



SEE SHEET 16

SP76920

BUILDING 3
LEVEL 2



SEE SHEET 18

CP DENOTES COMMON PROPERTY
 B DENOTES BALCONY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.
 FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.
 BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1:200

Lengths are in metres

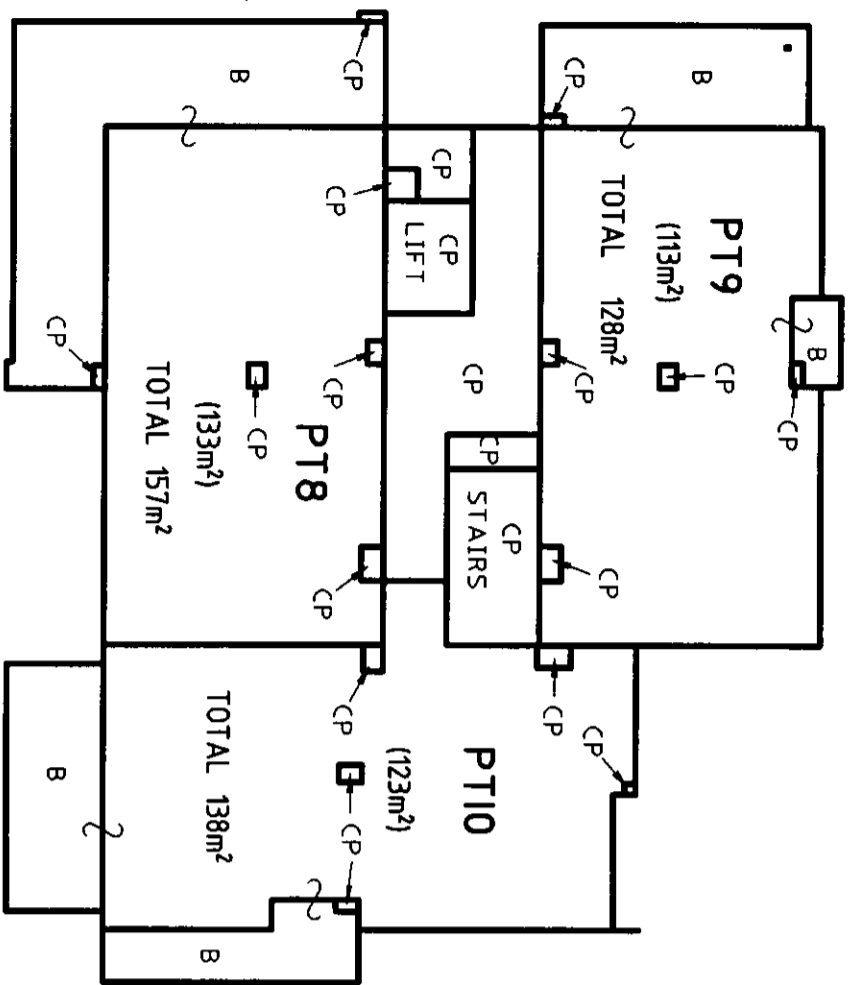
D Faistie
 Registered Surveyor

Silman
 Authorized Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

SP76920

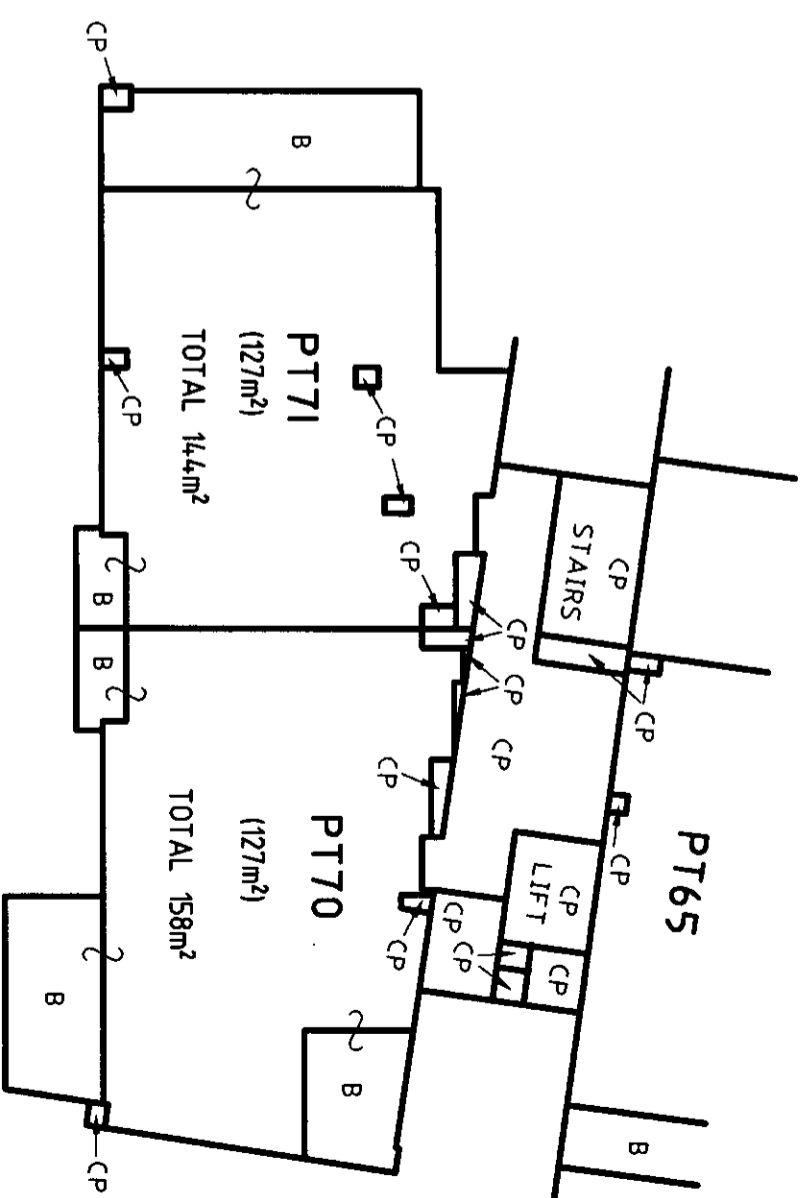
SEE SHEET 16



BUILDING 1
LEVEL 4

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.
FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.
BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

SEE SHEET 17



BUILDING 3
LEVEL 2

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

Reduction Ratio 1:200

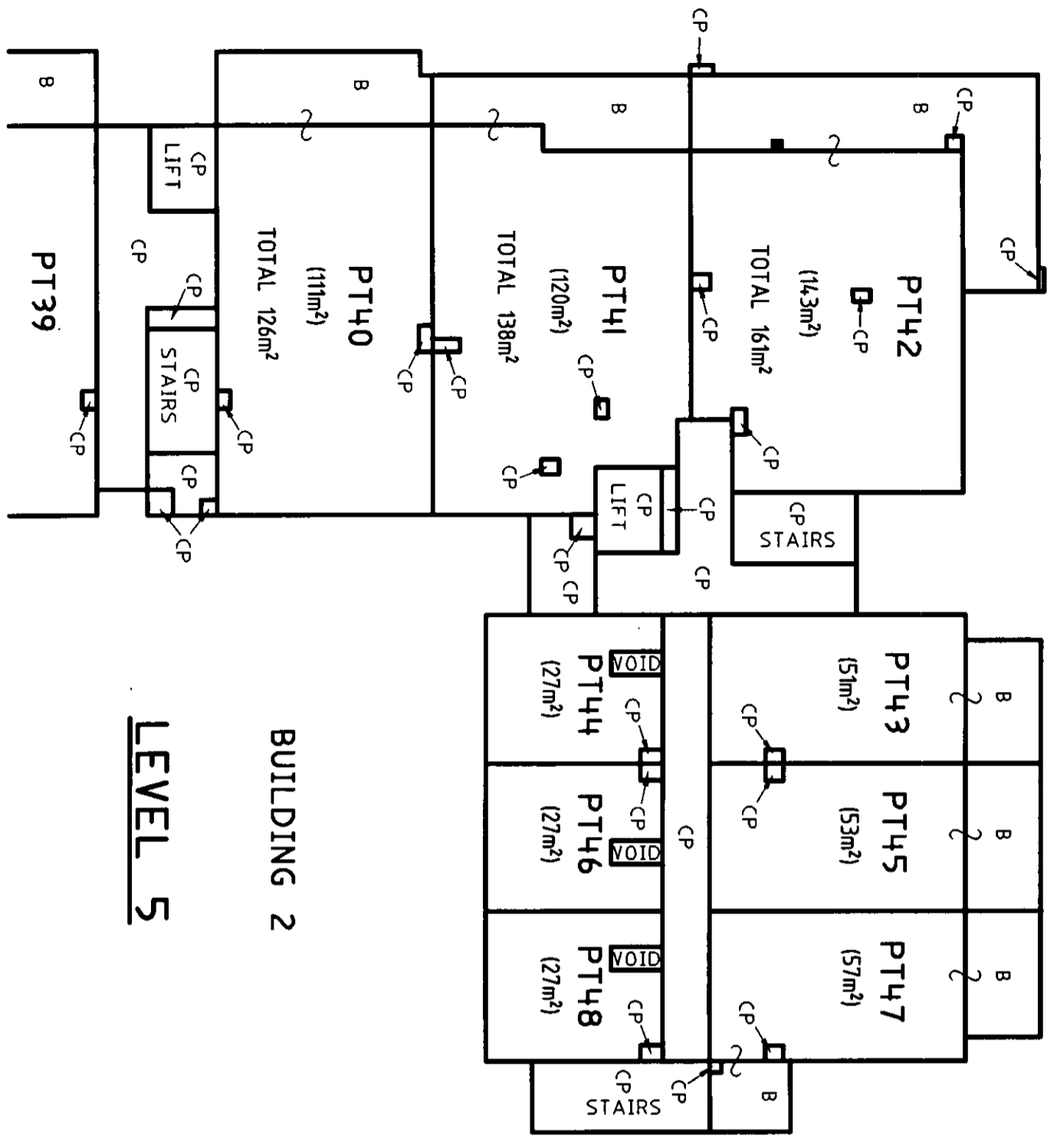
Lengths are in metres

D. Fairlie
Registered Surveyor

D. Wilson
Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

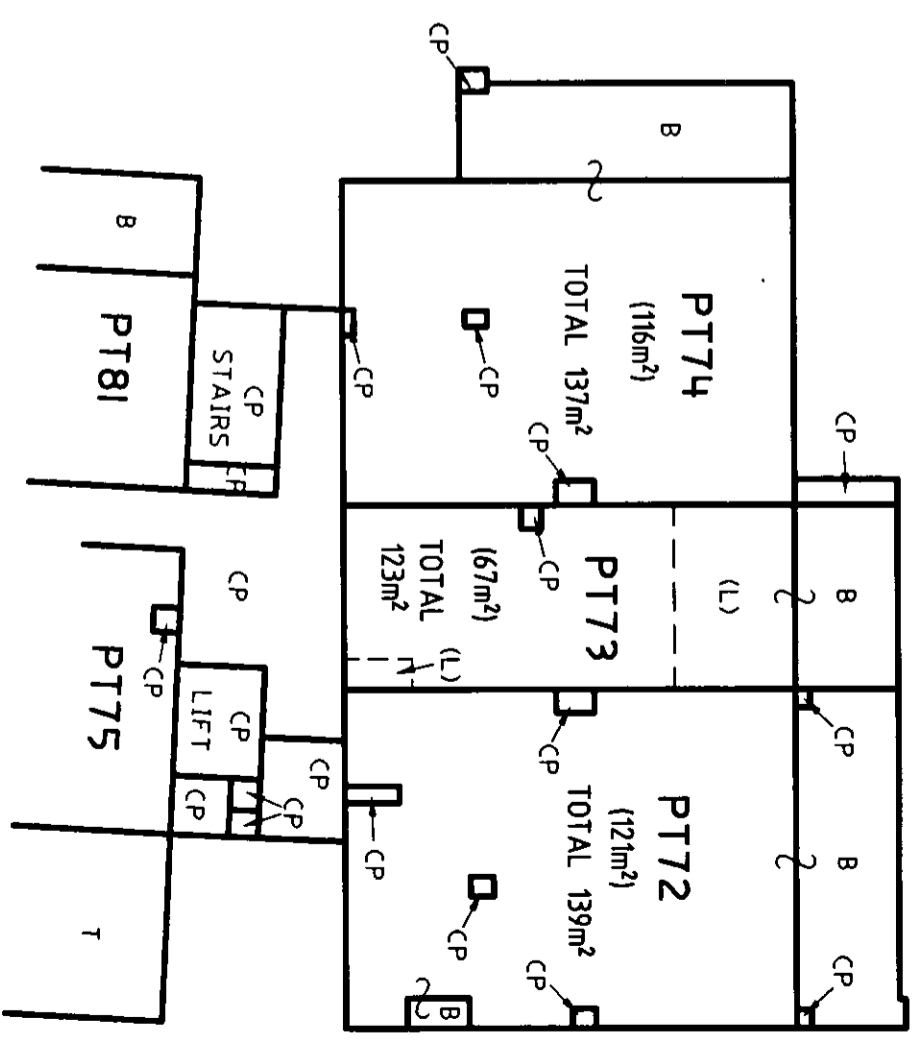
SP76920



SEE SHEET 21

BUILDING 2

LEVEL 5



SEE SHEET 20

BUILDING 3

LEVEL 3

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.

BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

(L) THE CUBIC SPACE OF LOTS 73 EXTENDS TO THE UNDERSIDE OF THE LEVEL 4 CEILING IN THIS AREA WHERE NO UPPER FLOOR EXISTS.

Reduction Ratio 1:200

Lengths are in metres

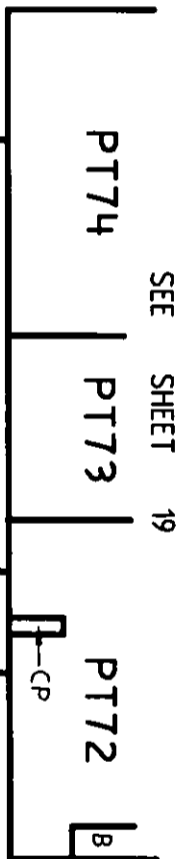
D. Foisie
Registered Surveyor

Registered Surveyor

D. Wilson
Authorized Person/General Manager/Accredited Certifier

Authorized Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3



SEE SHEET 19

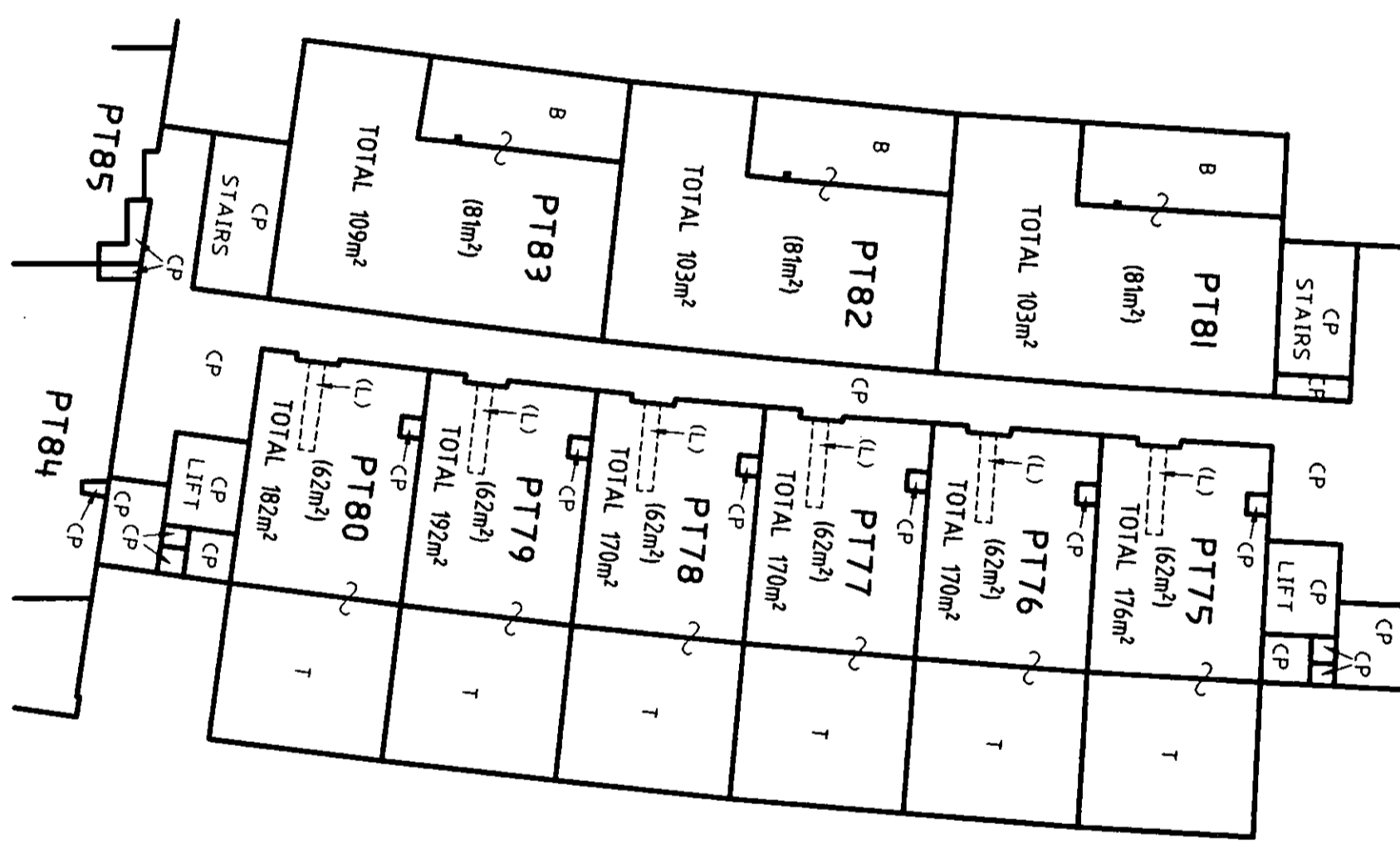
SP76920

BUILDING 3

LEVEL 3

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN. BALCONIES AND TERRACES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

(L) THE CUBIC SPACE OF LOTS 75-80 INCLUSIVE EXTENDS TO THE UNDERSIDE OF THE LEVEL 4 CEILING IN THIS AREA WHERE NO UPPER FLOOR EXISTS



- T DENOTES TERRACE
- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY

SEE SHEET 21

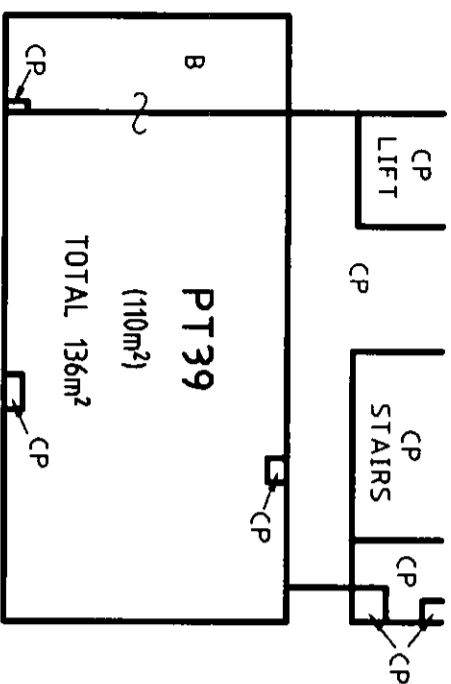
Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor *D. Faisie* Authorized Person/General Manager/Accredited Certifier *D. Wilson*

SURVEYOR'S REFERENCE: 7583/SP3

SEE SHEET 19



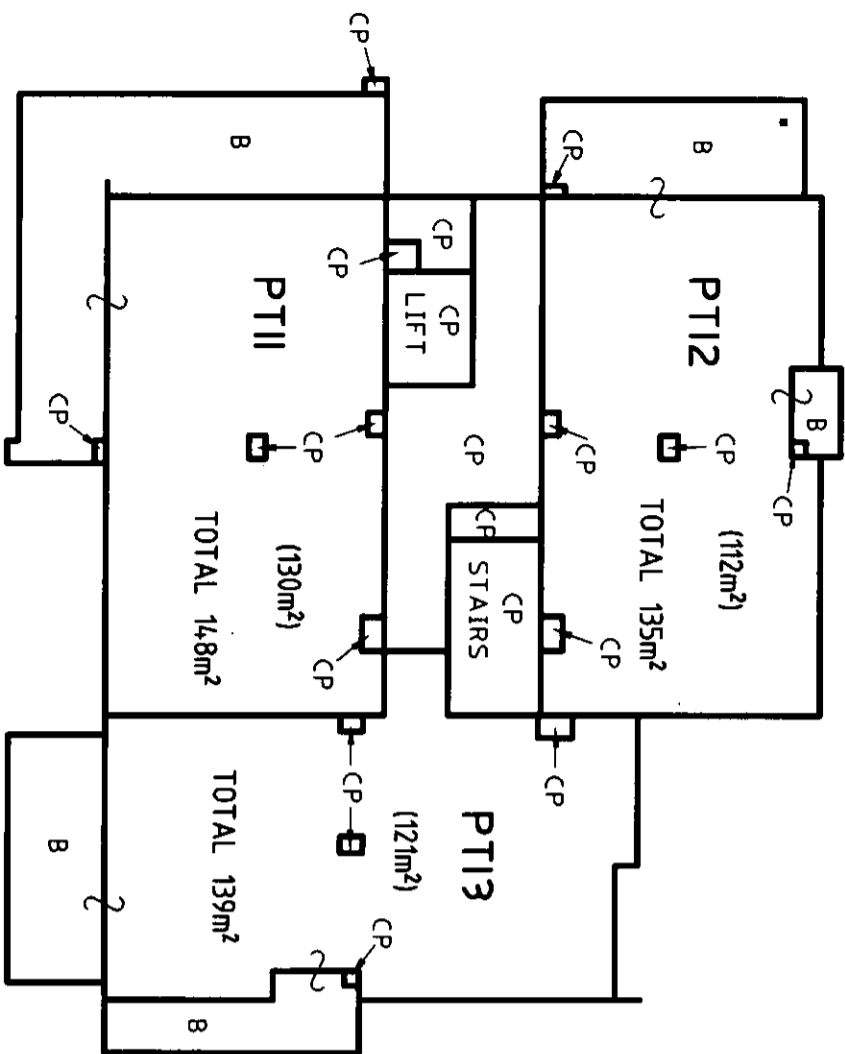
BUILDING 2

SP76920

SEE SHEET 20

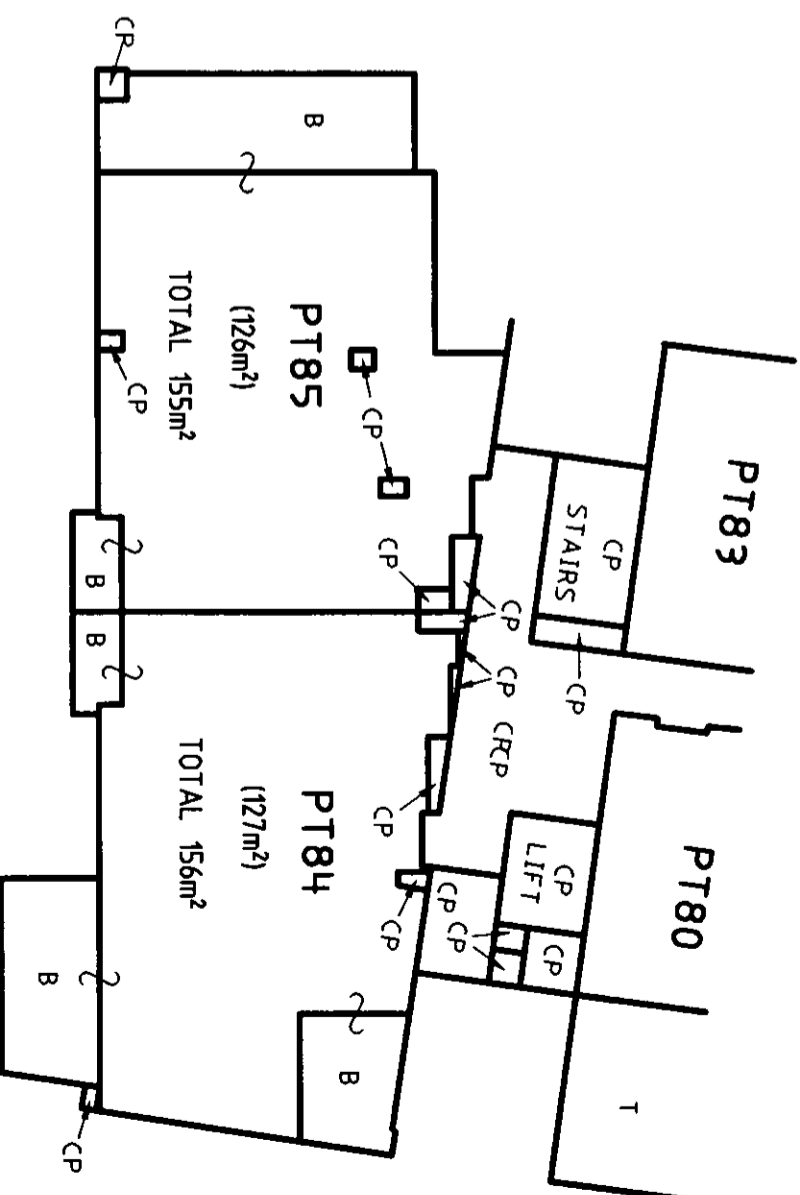
BUILDING 3

LEVEL 3



BUILDING 1

LEVEL 5



CP DENOTES COMMON PROPERTY
 B DENOTES BALCONY
 T DENOTES TERRACE

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

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

BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1:200

Lengths are in metres

D. Fairlie

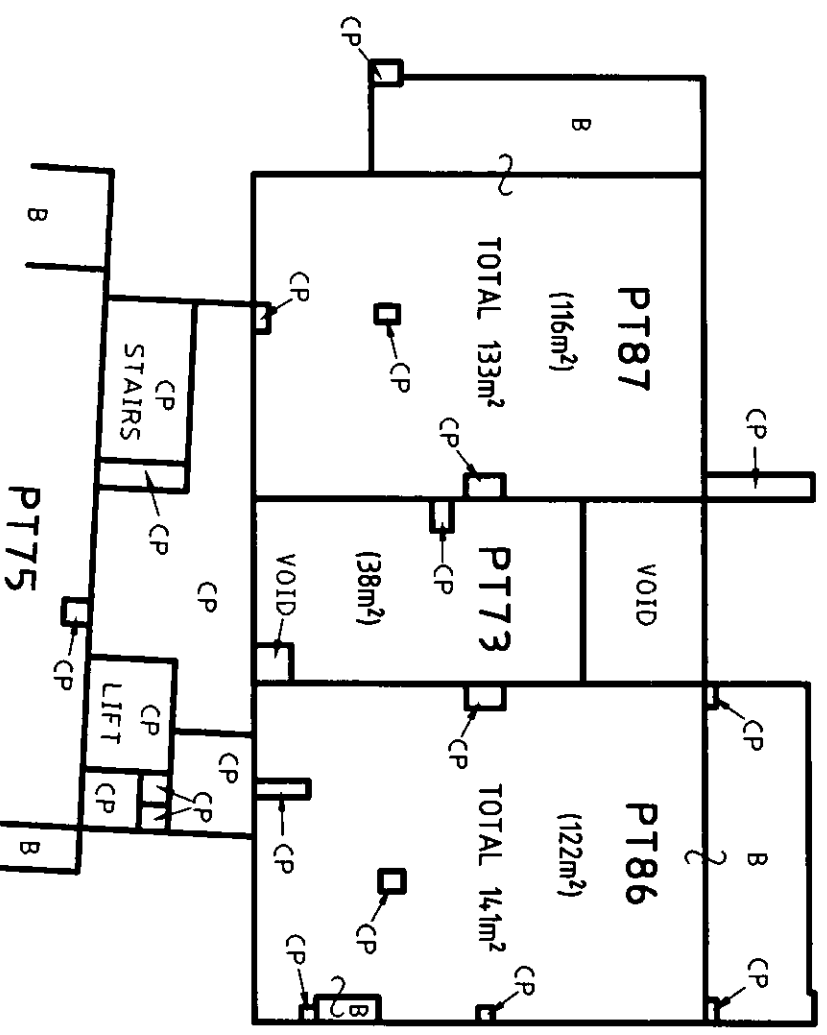
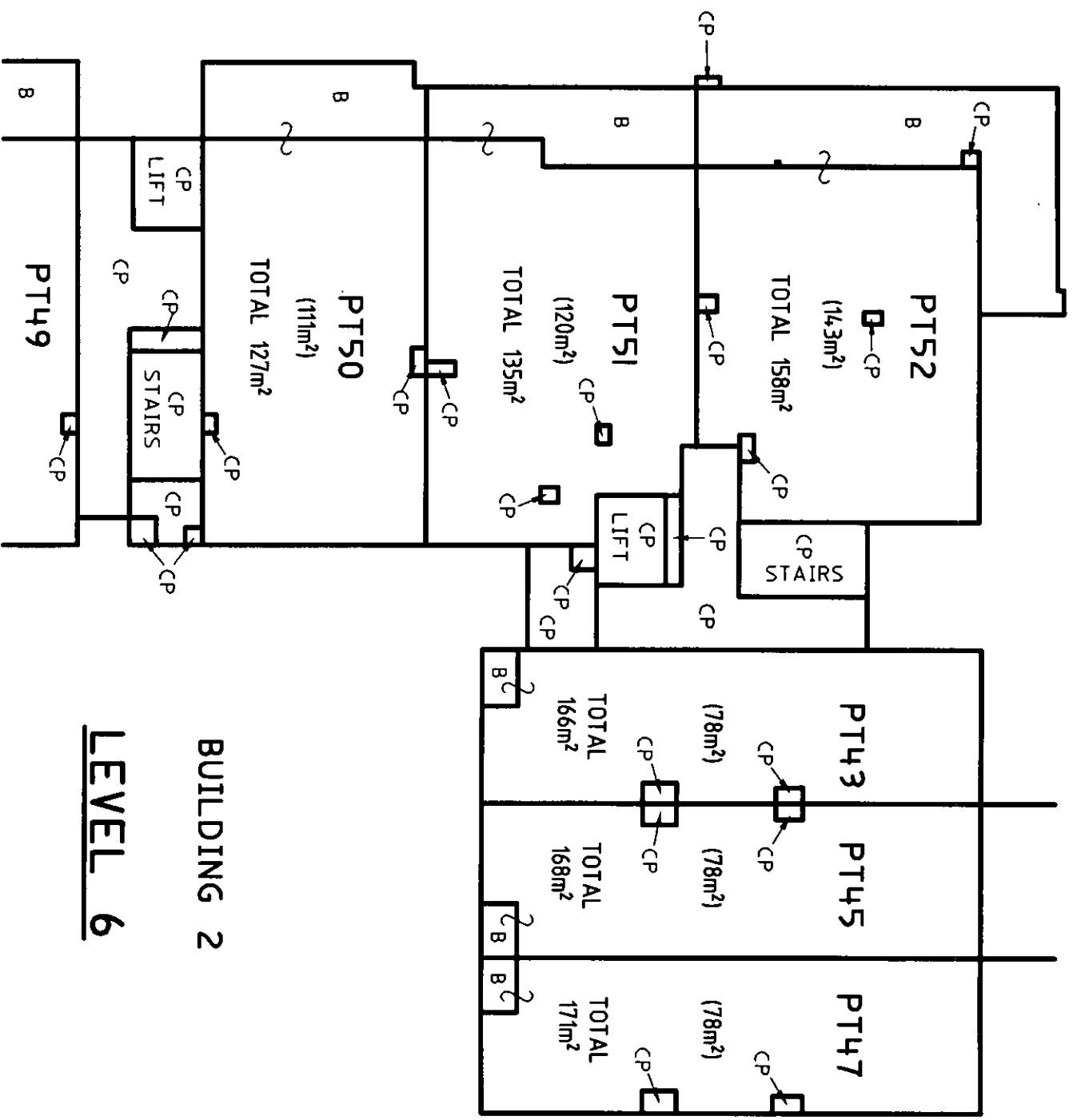
Registered Surveyor

D. Johnson

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

SP76920



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.

BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1:200

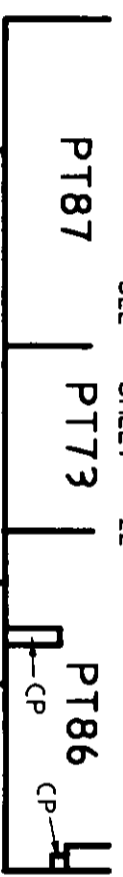
Lengths are in metres

D Forster
Registered Surveyor

D Kilward
Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

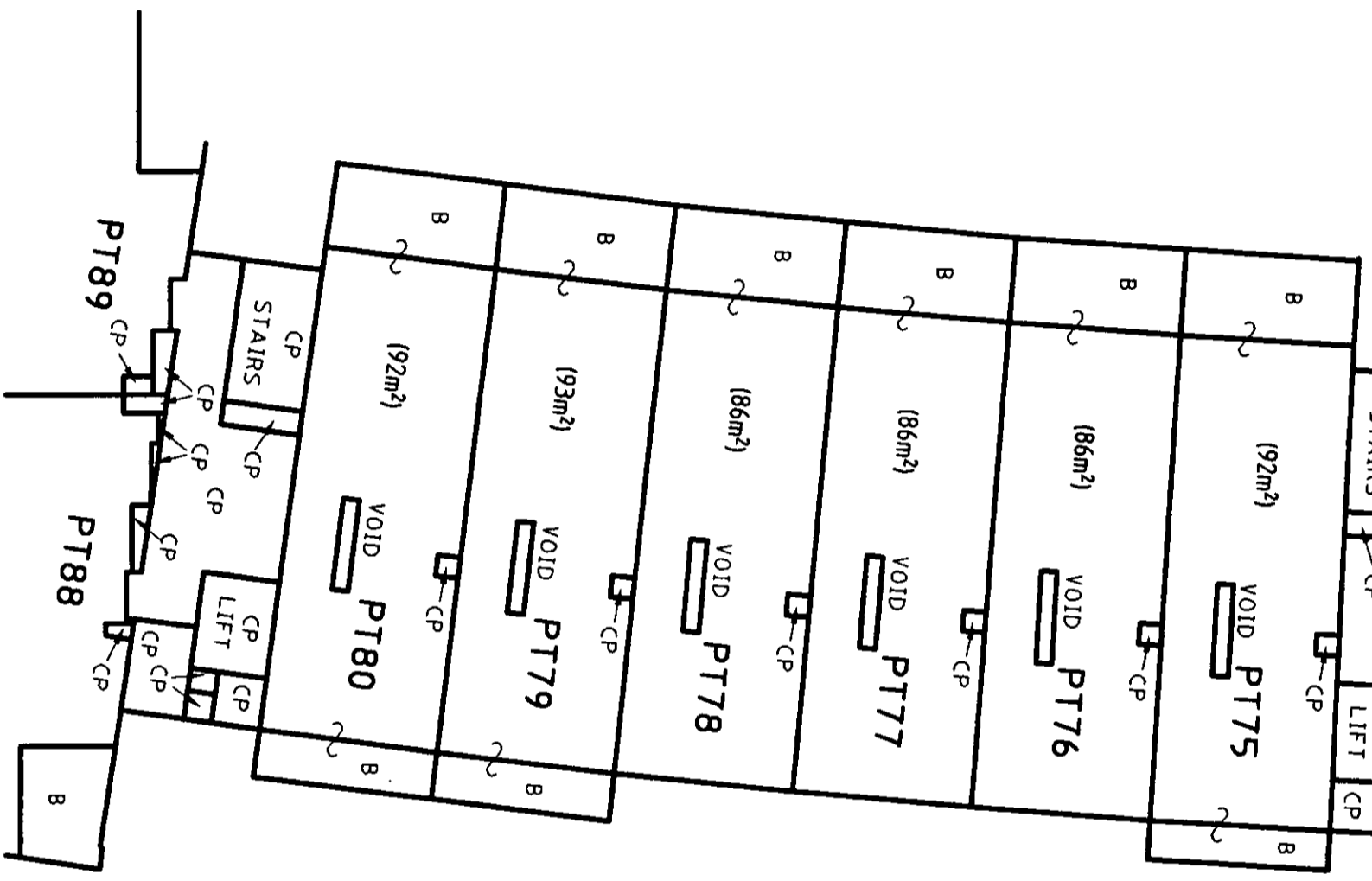
SEE SHEET 22



SP76920

BUILDING 3

LEVEL 4



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.
 FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.
 BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

CP DENOTES COMMON PROPERTY
 B DENOTES BALCONY

SEE SHEET 24

Reduction Ratio 1:200

Lengths are in metres

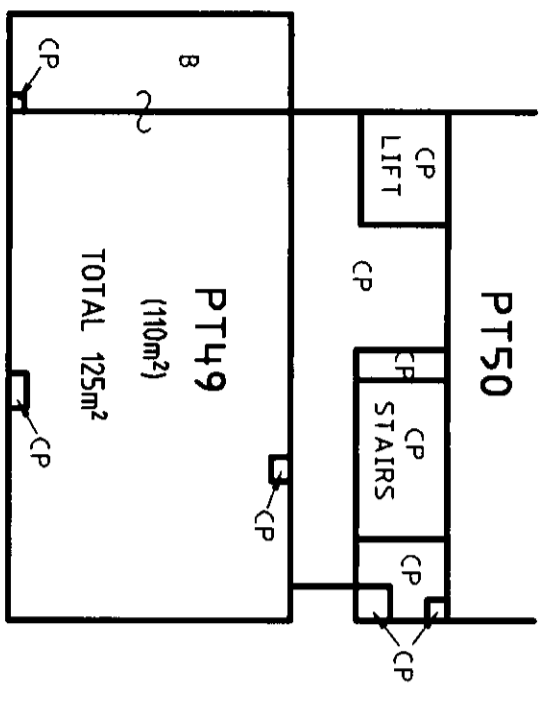
DFaistie
 Registered Surveyor

Deilman
 Authoised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

SP76920

SEE SHEET 22



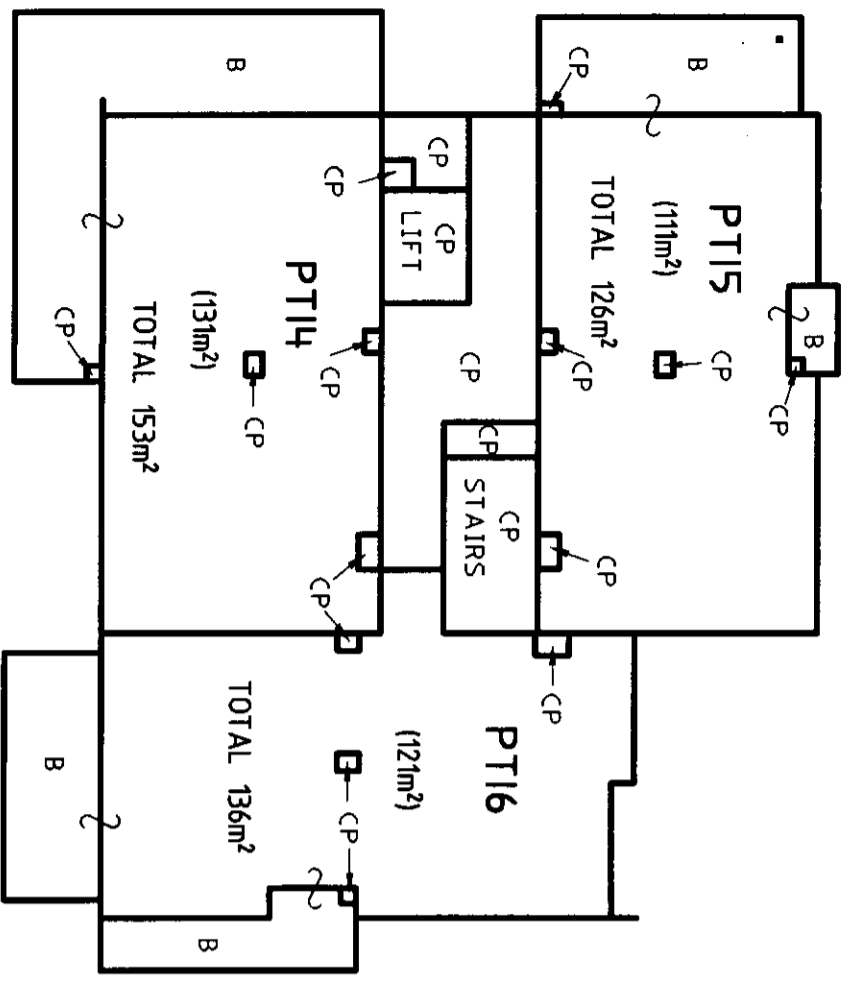
BUILDING 2

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN. BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

SEE SHEET 23

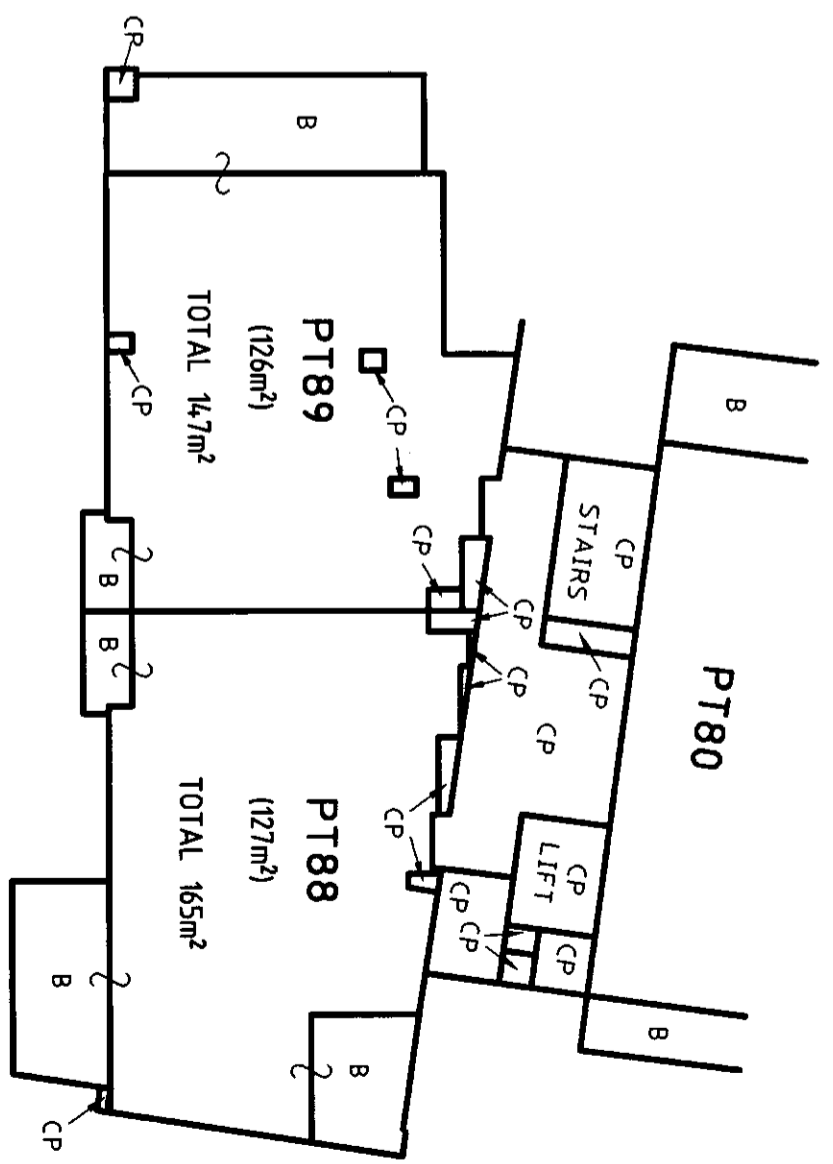
BUILDING 3

LEVEL 4



BUILDING 1

LEVEL 6



CP DENOTES COMMON PROPERTY
 B DENOTES BALCONY

Reduction Ratio 1:200

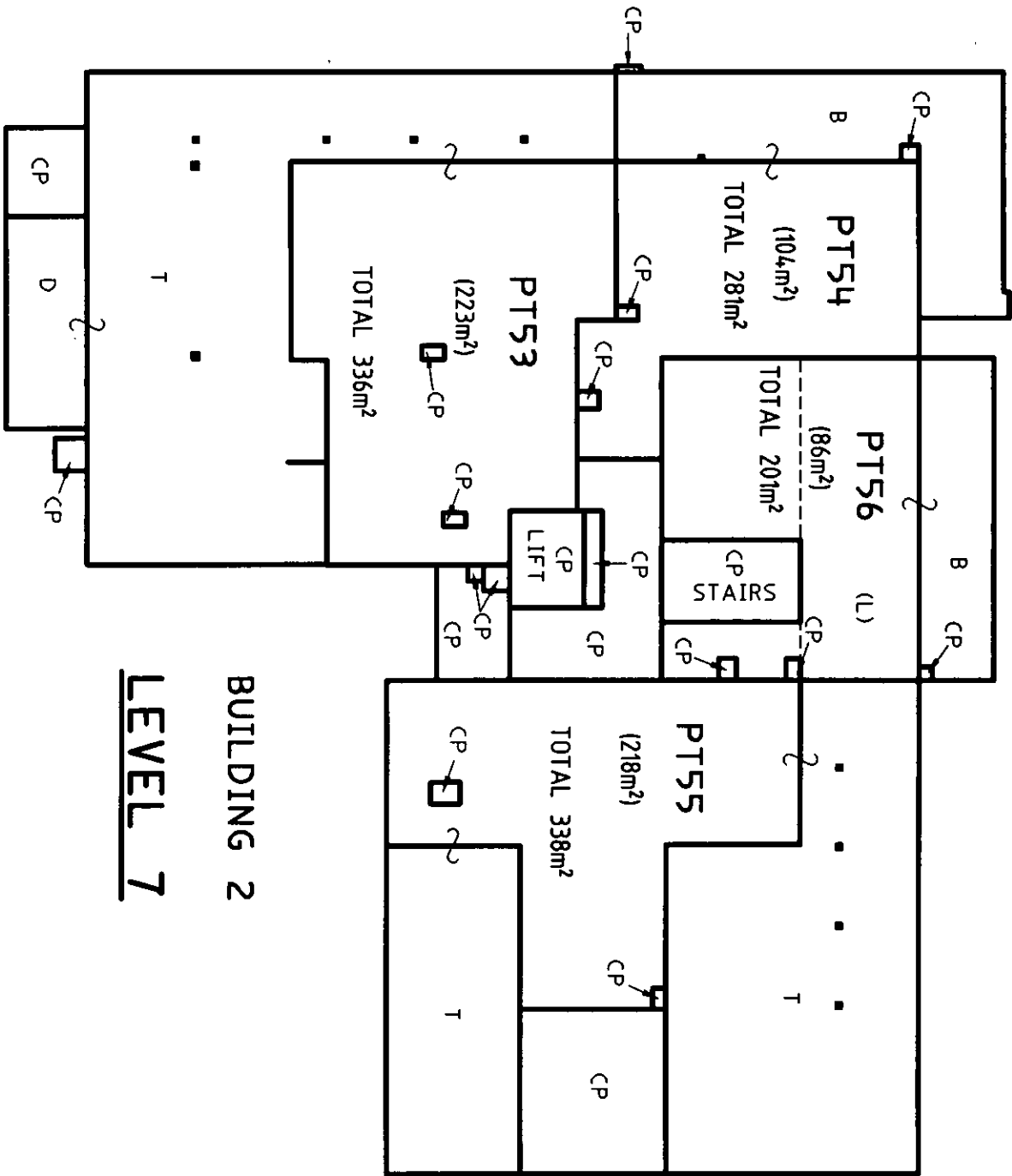
Lengths are in metres

DFoairie
 Registered Surveyor

William
 Authorised Person/General Manager/Accredited Certifier

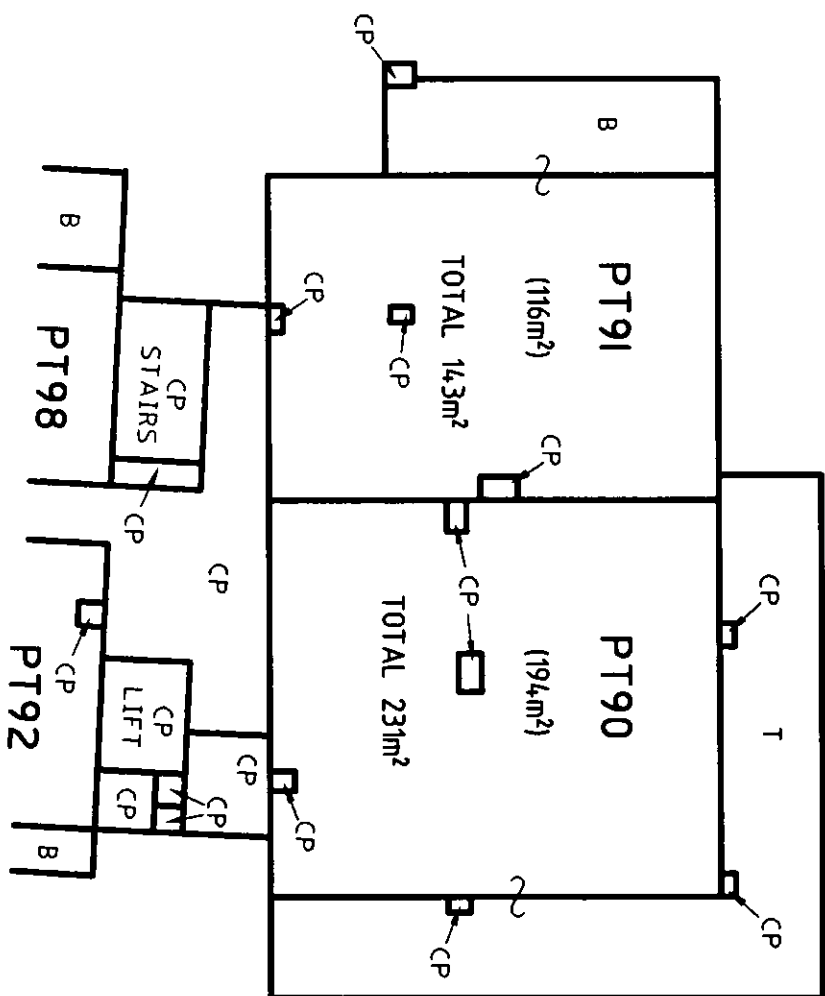
SURVEYOR'S REFERENCE: 7583/SP3

SP76920



BUILDING 2

LEVEL 7



SEE SHEET 26

BUILDING 3

LEVEL 5

- D DENOTES TIMBER DECKING
- T DENOTES TERRACE
- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.

BALCONIES AND TERRACES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

DECKING WHERE NOT COVERED IS LIMITED IN HEIGHT TO 3.5 ABOVE THE UPPER SURFACE OF THE LEVEL 6 ROOF SLAB.

(L) THE CUBIC SPACE OF LOT 56 EXTENDS TO THE UNDERSIDE OF THE LEVEL 8 CEILING IN THIS AREA WHERE NO UPPER FLOOR EXISTS.

Reduction Ratio 1:200

Lengths are in metres

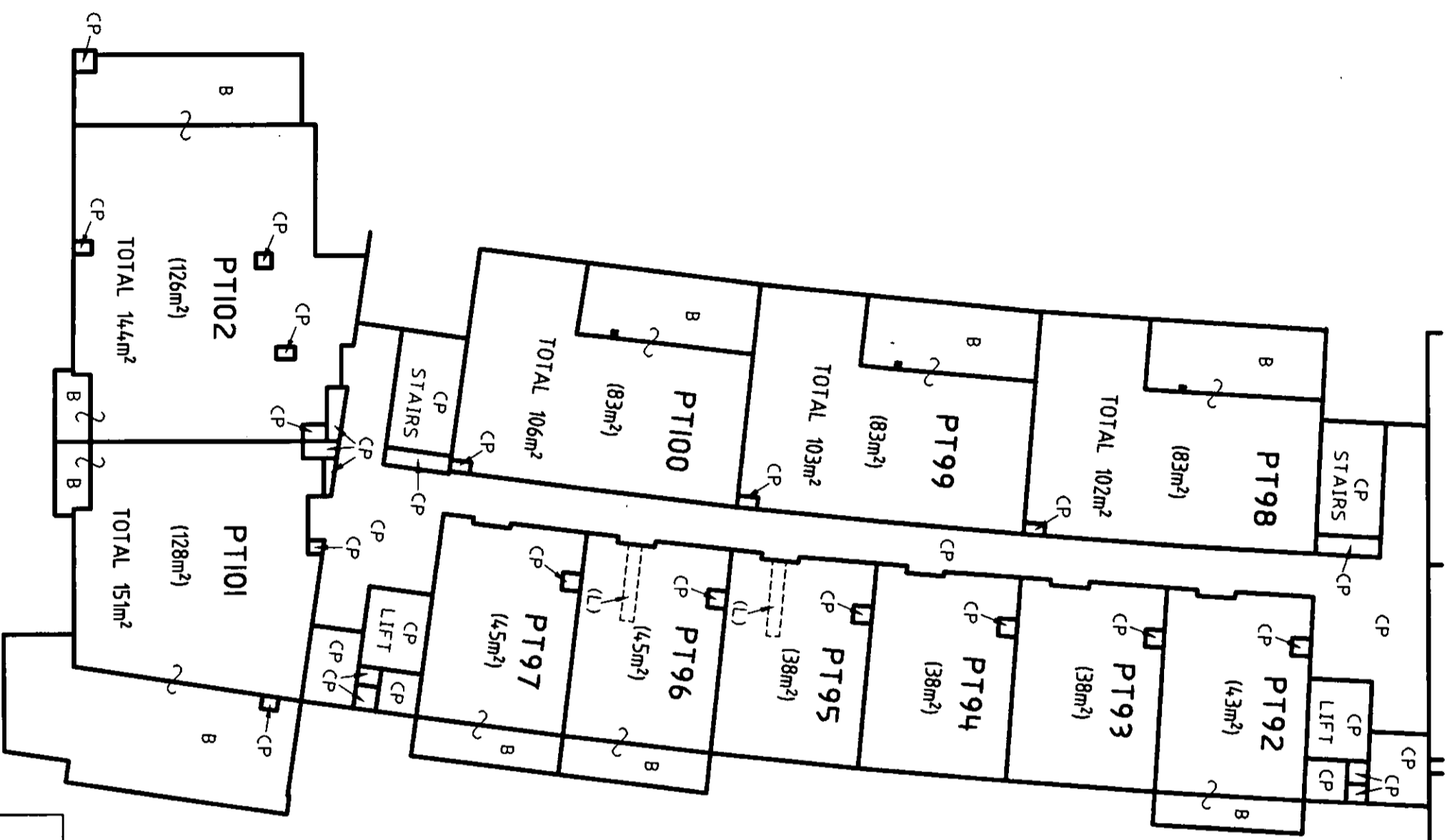
D Fairlie
Registered Surveyor

William
Authorized Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

SP76920

SEE SHEET 25



BUILDING 3

LEVEL 5

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.

BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS. (L) THE CUBIC SPACE OF LOTS 95 & 96 EXTENDS TO THE UNDERSIDE OF THE LEVEL 6 CEILING IN THIS AREA WHERE NO UPPER FLOOR EXISTS.

CP DENOTES COMMON PROPERTY
 B DENOTES BALCONY

Reduction Ratio 1:200

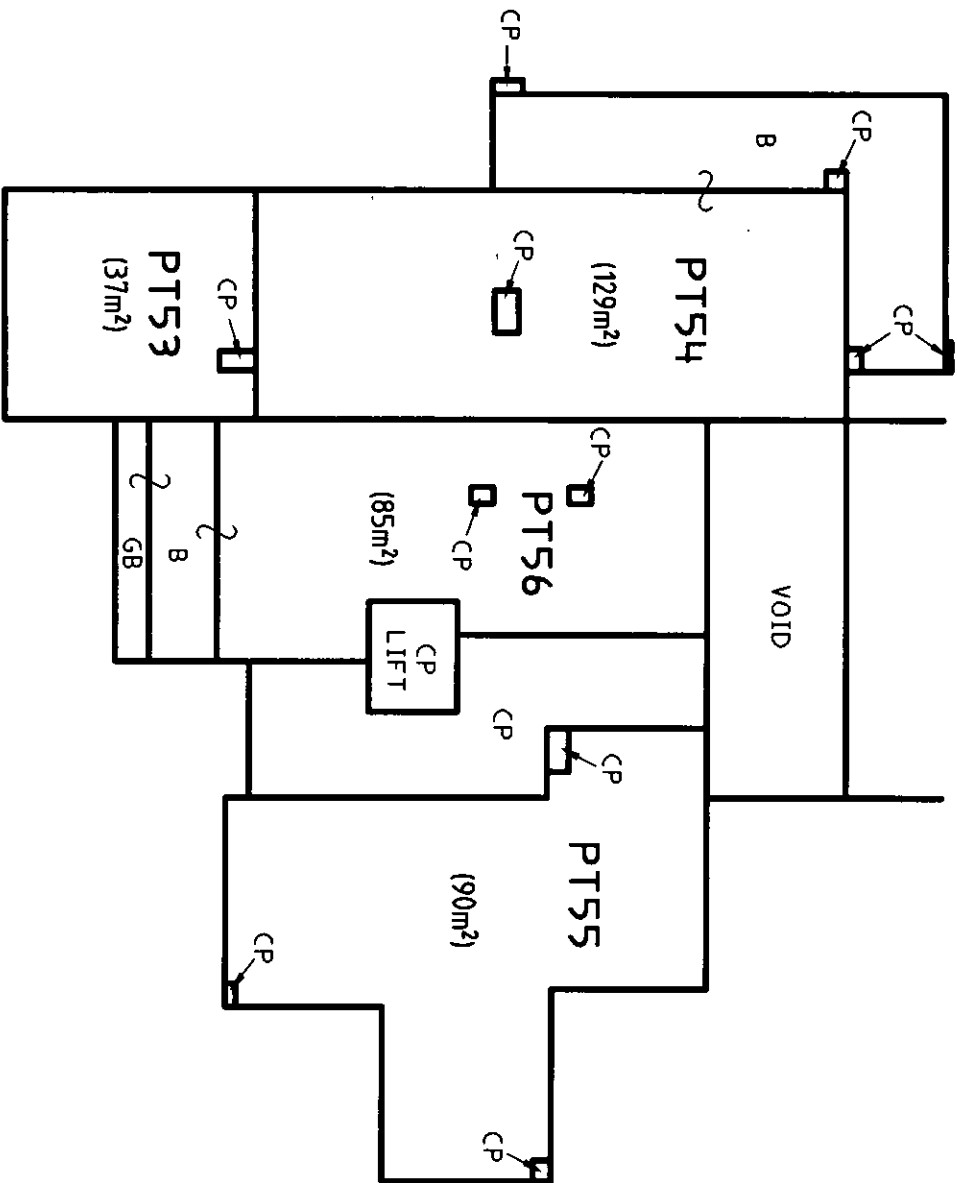
Lengths are in metres

D. Fairlie
 Registered Surveyor

D. Kilman
 Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

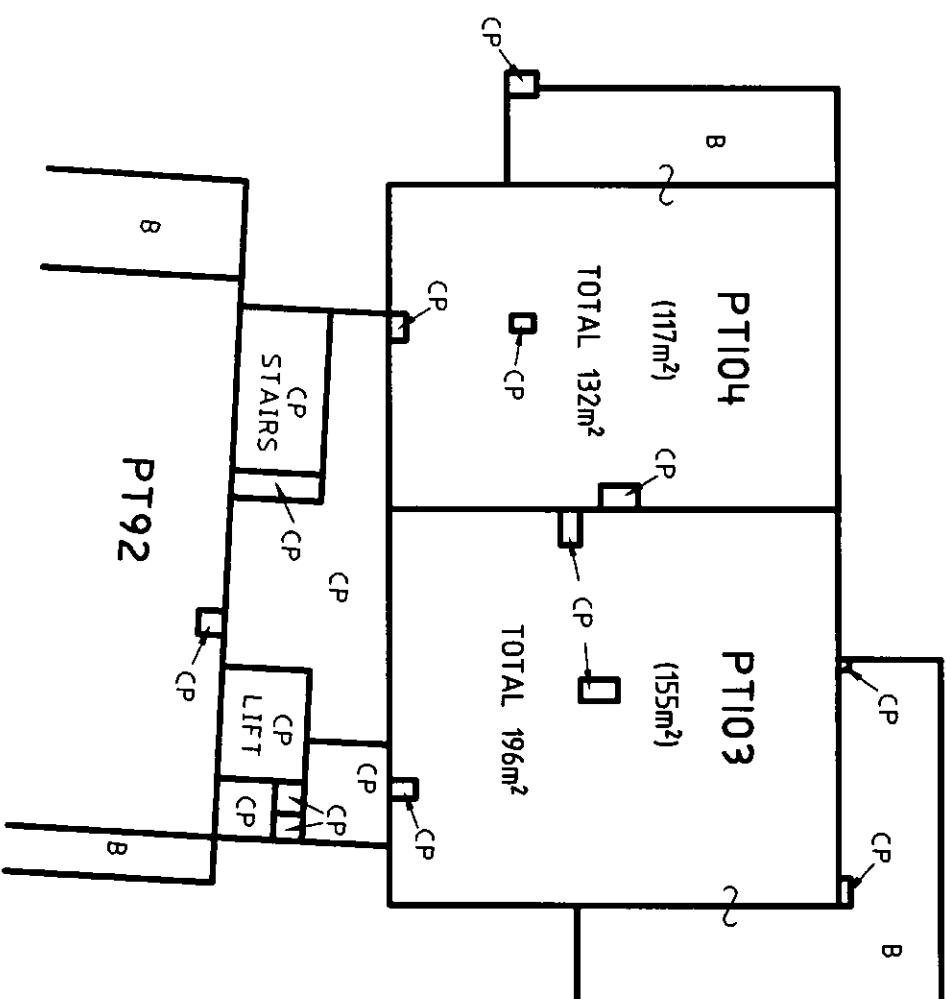
SP76920



BUILDING 2

LEVEL 8

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN. BALCONIES AND GARDEN BOX WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.



SEE SHEET 28

BUILDING 3

LEVEL 6

CP DENOTES COMMON PROPERTY
 B DENOTES BALCONY
 GB DENOTES GARDEN BOX

Reduction Ratio 1:200

Lengths are in metres

D Fairlie
Registered Surveyor

Registered Surveyor

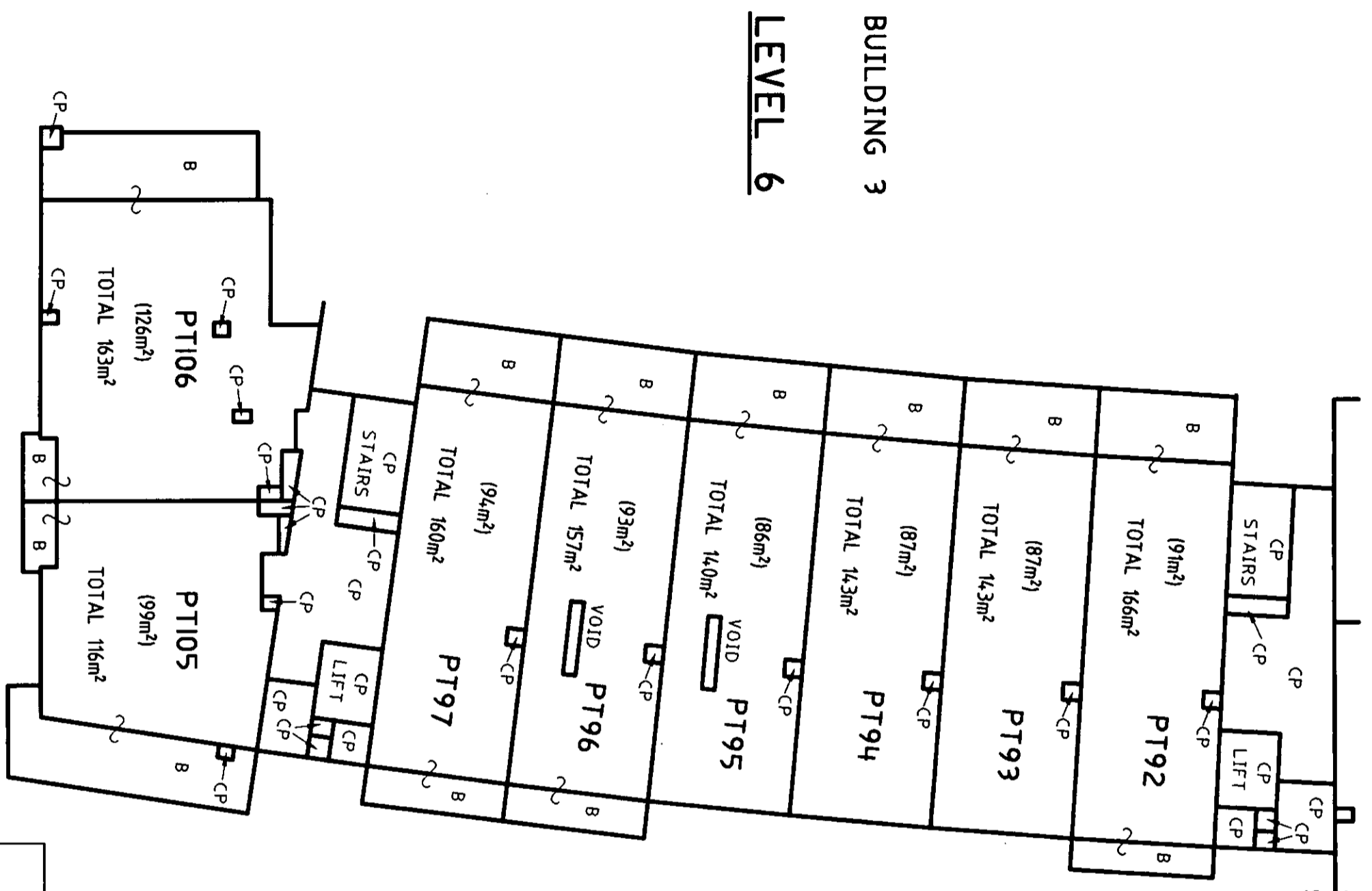
Skilman
Authorised Person/General Manager/Accredited Certifier

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

SP76920

SEE SHEET 27



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

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

BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

CP DENOTES COMMON PROPERTY
 B DENOTES BALCONY

Reduction Ratio 1:200

Lengths are in metres

D Fairlie

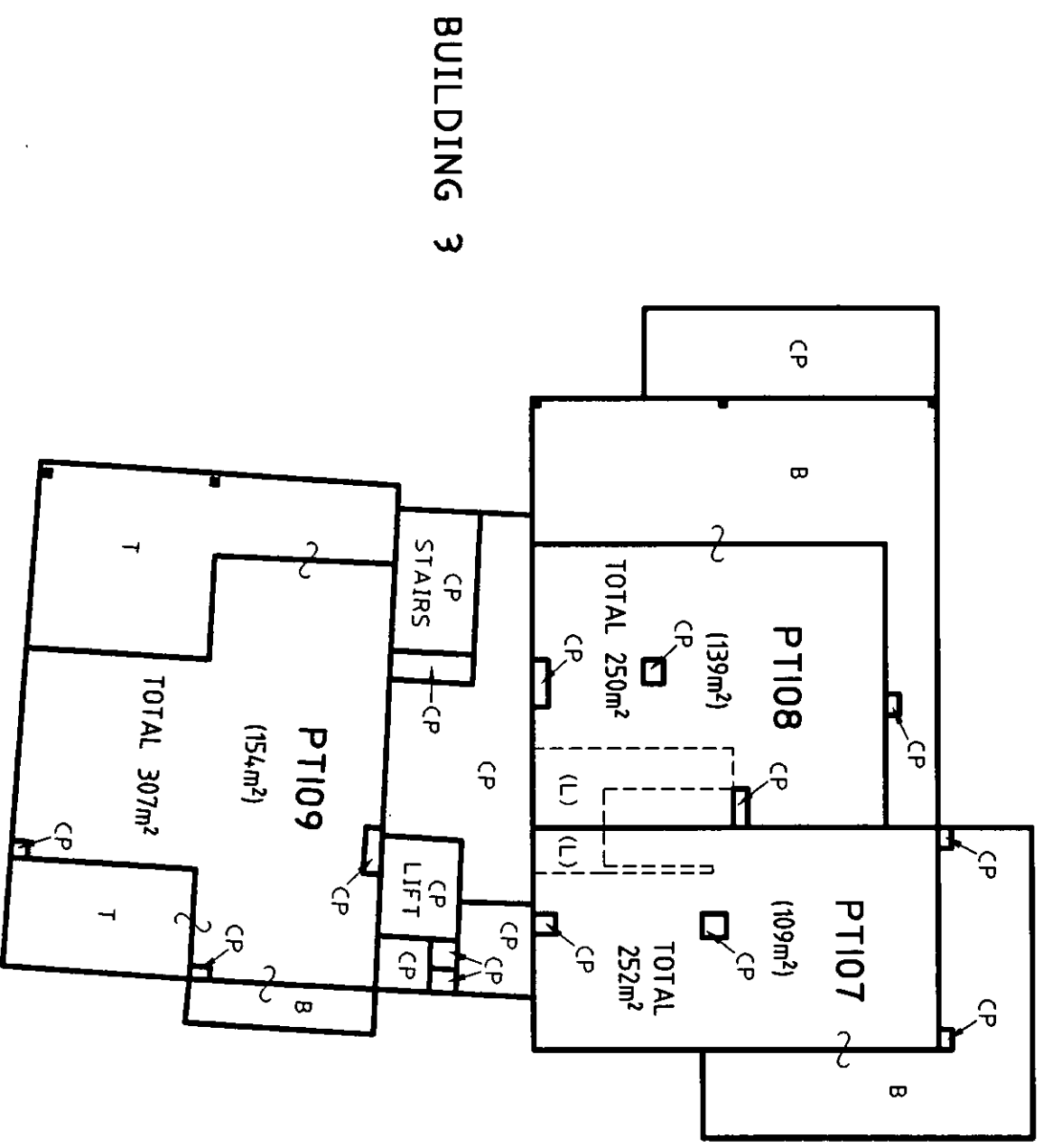
Registered Surveyor

D Wilson

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

SP76920



BUILDING 3

LEVEL 7

T DENOTES TERRACE
 CP DENOTES COMMON PROPERTY
 B DENOTES BALCONY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN. BALCONIES AND TERRACES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS. (L) THE CUBIC SPACE OF LOTS 107 & 108 EXTENDS TO THE UNDERSIDE OF THE LEVEL 8 CEILING IN THIS AREA WHERE NO UPPER FLOOR EXISTS.

Reduction Ratio 1:200

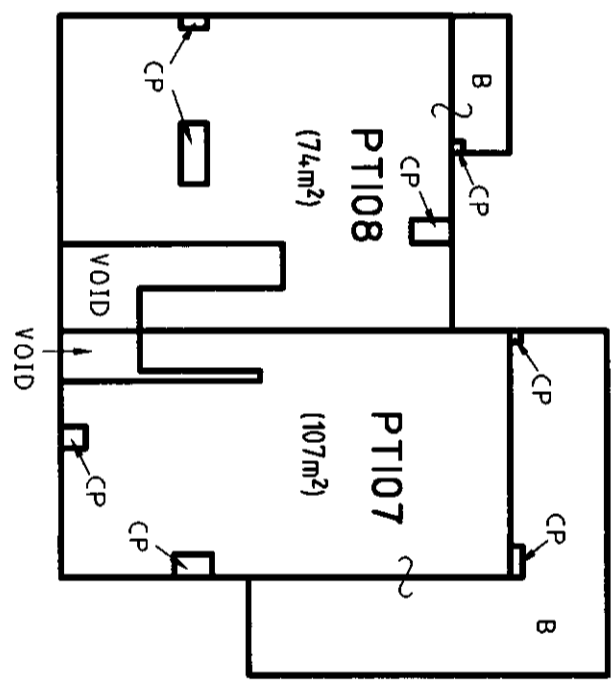
Lengths are in metres

D. Faizie
 Registered Surveyor

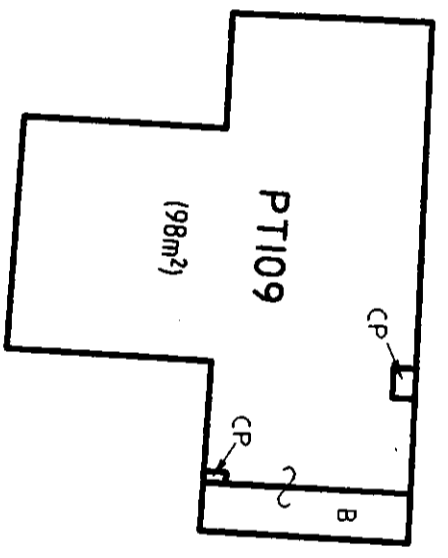
D. Kilman
 Authorized Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

SP76920



BUILDING 3



LEVEL 8

CP DENOTES COMMON PROPERTY
 B DENOTES BALCONY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.
 FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS ARE SHOWN.
 BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1:200

Lengths are in metres

D. Fairlie
 Registered Surveyor

D. Wilson
 Authored Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7583/SP3

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919 and section 7(3) of the Strata Schemes (Freehold Development) Act 1973.

(Sheet 1 of 4 sheets)

SP76920

Plan of Subdivision of Lot 102 in
DP 1091279
covered by Strata Certificate No.

**Full name and address of
the owner of the land:**

Walker Corporation Pty Limited
PO Box 3456
RHODES WATERSIDE NSW 2138
ACN 001 176 263

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement and restrictions on the use of land referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Access for Use of Pool (A)	Common Property	CP/SP75931
2	Restriction on the Use of Land	Lots 1-109 (inclusive)	Common Property
3	Restriction on the Use of Land	Common Property	Lots 1-109 (inclusive)

PART 2 (Terms)

1 Terms of Right of Access for Use of Pool numbered 1 on the Plan

1.1 In this easement, unless the context clearly indicates otherwise:

Easement Site means the site of this easement.

Pool Area means the part of the Easement Site shown on the Plan as the "pool" and the area in the immediate vicinity of the pool, including the change rooms and toilets.

Instrument setting out terms of Easements or Profits à Prendre Intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919 and section 7(3) of the Strata Schemes (Freehold Development) Act 1973.

(Sheet 2 of 4 sheets)

Plan: SP76920

Plan of Subdivision of Lot 102 in
DP 1091279
covered by Strata Certificate No.

SP76920

- 1.2 The owner of the Benefited lot any person authorised by that person may enter and be on the Easement Site for the purpose of obtaining access to the Pool Area and in common with others may use the Pool Area for the purposes for which it was designed, subject to the condition that any person exercising the rights created by this easement must comply with the by-laws in force in respect of the strata scheme constituted on registration of the Plan and any rules and regulations made from time to time under those by-laws governing access to the Burdened lot and the use of the Pool Area.

2 Terms of the Restriction on Use of the Land numbered 2 on the Plan

- 2.1 In this restriction on the use of land, unless the context clearly indicates otherwise:

Apartment Component means the part of a Burdened lot used for residential accommodation.

Car Space Component means the part of a Burdened lot used for car parking.

- 2.2 The owner of a Burdened lot must not:

- (a) permit the Car Space Component of that lot to be used by a person other than a person occupying the Apartment Component of that lot or a person occupying the Apartment Component of another Burdened lot; or
- (b) enter into or permit a person occupying that lot to enter into an agreement to lease or licence the Car Space Component of that lot to a person other than a person occupying the Apartment Component of another Burdened lot; or
- (c) transfer ownership or otherwise dispose of the Car Space Component of that lot except when transferring or otherwise disposing of the whole of the lot to the same person or legal entity; or

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919 and section 7(3) of the Strata Schemes (Freehold Development) Act 1973.

(Sheet 3 of 4 sheets)

Plan: SP76920

Plan of Subdivision of Lot 102 in
DP 1091279
covered by Strata Certificate No.

SP76920

- (d) permit the Car Parking Component of that lot to be used by any member of the public.

3 Terms of the Restriction on Use of the Land numbered 3 on the Plan

- 3.1 In this restriction on the use of land, unless the context clearly indicates otherwise:

Eligible Disabled Person means a person eligible for a Mobility Parking Scheme (MPS) Individual (Blue) MPS card or a Temporary (Red) MPS card issued by the Roads and Traffic Authority (NSW); and

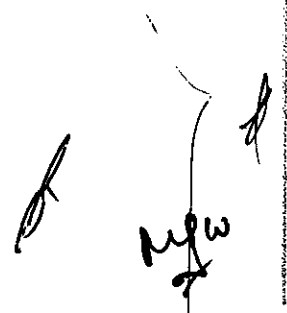
Disabled Car Space means a car space labelled "Disabled Visitor Car Space" on the Plan.

- 3.2 The owners corporation must not lease a Disabled Car Space to any person unless:

- (e) requested to do so by a person occupying a lot in the Plan; and
(f) that person is an Eligible Disabled Person.

- 3.3 The owners corporation must not lease more than one Disabled Car Space to an Eligible Disabled Person.

- 3.4 Any Disabled Car Space that is not leased to an Eligible Disabled Person must not be used for any purpose other than for disabled visitor parking.



(Sheet 4 of 4 sheets)

Plan: SP76920

Plan of Subdivision of Lot 102 in
DP 1091279
covered by Strata Certificate No.

SP76920

EXECUTED by **WALKER CORPORATION**)
PTY LIMITED in accordance with)
section 127 of the Corporations Act:)

Mark Wilkinson
.....
Signature of Director

David Ryan
.....
Signature of Director/Secretary

MARK WILKINSON
.....
Name of Director

DAVID RYAN
.....
Name of Director/Secretary

SIGNED SEALED AND DELIVERED by
ADAM CLIFFORD COTTERELL
as attorney for **AUSTRALIA AND NEW
ZEALAND BANKING GROUP LIMITED**
ACN 005 357 522 under registered power
of attorney Book 564 No. 4328
dated in the
presence of:

.....
.....

By executing this deed the attorney states
that the attorney has received no notice of
revocation of the power of attorney

[Signature]
.....
Signature of witness

RACHEL MUIR
.....
Name of witness (block letters)





R.P. 13. No. 6563701
New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



FEEs:—
Lodgment : :
Endorsement : :
Certificate : :
6/10
27.8.56

(Trusts must not be disclosed in the transfer.)
Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and permanent black non-copying ink.
If a less estate, strike out "in fee simple" and interline the required alteration.
Full postal address of transferee must be shown.
If to two or more, state whether "as joint tenants" or "as tenants in common."
If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.
If part only of the land comprised in a Certificate of Title is to be transferred add "and being part of sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate for grant registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.
Strike out if unnecessary, or suitably adjust
(i) if any easements are to be created or any exceptions to be made.
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.
Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1934.
A very short note will suffice.
Execution in New South Wales may be proved if this instrument is 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 Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.
As to instruments executed elsewhere, see back of form.
Repeat attestation if necessary.
If the Transferor 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."

I, THE MARITIME SERVICES BOARD of NEW SOUTH WALES of Sydney (herein called transferor)
being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Two thousand one hundred and fifty eight pounds (£ 2158—) (the receipt whereof is hereby acknowledged) paid to it by **C.S.R. CHEMICALS PTY. LIMITED** having its registered office at Mary Street Rhodes (herein called transferee)
do hereby transfer to the said transferee
ALL such ITS Estate and Interest in ALL THE land mentioned in the schedule following :—

County	Parish	Reference to Title (a)			Description of Land (if part only) (c)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	CONCORD	Part.	5018	1	being the land delineated on the plan annexed hereto and marked "A"

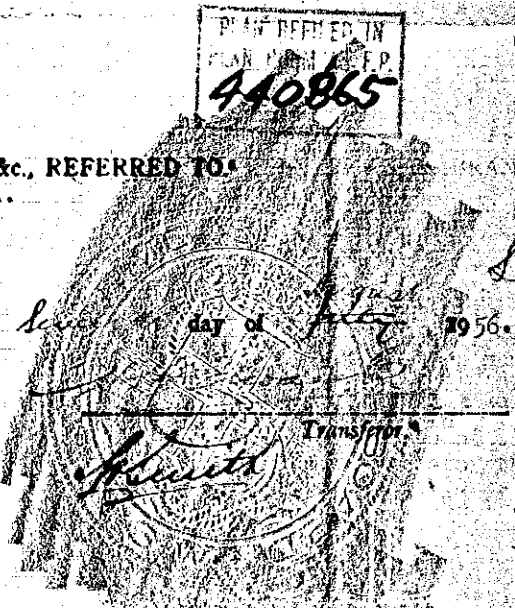
And the transferee covenants with the transferor

Reserving out of the land hereby transferred all mines or deposits of coal, ironstone, kerosene, shale, limestone, slate or other minerals under the said land

ENCUMBRANCES, &c., REFERRED TO:
NIL.

Signed at SYDNEY the 10th day of July 1956.

Signed in my presence by the transferor
THE COMMON SEAL OF THE MARITIME SERVICES BOARD OF NEW SOUTH WALES was hereto duly affixed in pursuance of a resolution of the Board and in the presence of the Commissioners whose signatures are set opposite hereto and:
S. Lecher
Secretary.



The Common Seal of C.S.R. Chemicals Pty. Limited was hereto affixed by Authority WHO IS PERSONALLY KNOWN TO ME of the Board in the presence of the Directors who have signed opposite hereto and in the presence of
J. Farrell
GENERAL MANAGER

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

[Signature]
Transferee(s).

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 114 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

NOT TO BE ALTERED BY ERASURE OR BY CORRIGENDUM

Original Plan Filed in Vol. 5018 of New South Wales

LODGED BY

No. **G 563701** CONSENT OF MORTGAGEE *Colonial Sugar Refining Co Ltd*
 (N.B.—Before execution read marginal note.) *1 O'Connell Street*
Sydney

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

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

This consent is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

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

Signed at _____ the _____ day of _____ 19 ____
 Signed in the presence of— _____

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF 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 _____ own handwriting, and that _____ he was of sound mind and freely and voluntarily signed the same.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER <i>Relating unto etc.</i>	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.												
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">1</td> <td style="width: 60%;"><i>Plan</i></td> <td style="width: 10%;">4</td> <td style="width: 25%;">Received</td> </tr> <tr> <td>2</td> <td></td> <td>5</td> <td>Docs.</td> </tr> <tr> <td>3</td> <td></td> <td>6</td> <td>Receiving Clerk.</td> </tr> </table>	1	<i>Plan</i>	4	Received	2		5	Docs.	3		6	Receiving Clerk.
1	<i>Plan</i>	4	Received											
2		5	Docs.											
3		6	Receiving Clerk.											
Checked by	Particulars entered in Register Book. Volume <i>5018</i> Folio <i>1</i>													
Passed (in S.D.B.) by	the <i>2nd</i> day of <i>July</i> 19 <i>57</i> at													
Signed by	<i>45</i> minutes past <i>11</i> o'clock in the <i>fore</i> noon. <i>M.P.D.</i> <i>J.P. Pitts</i> Registrar-General													

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records	<i>De</i>	<i>27/6</i>
Draft written ...		
Draft examined	<i>De</i>	<i>2/6/57</i>
Diagram prepared	<i>De</i>	<i>17/6/57</i>
Diagram examined		
Draft forwarded		
Supt. of Engravers	<i>De</i>	<i>27/6</i>
Cancellation Clerk		

VOL. **7326** FOL. **189**

EXECUTION OUTSIDE NEW SOUTH WALES.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales: by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for 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.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and 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:— Upon lodgment (a) £2-0-0, if accompanied by the relevant title or evidence of production thereof, (b) £2-5-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:— (a) 5/- for each additional Certificate included in the Transfer, (b) £2-10-0 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 5/- for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.



W. J. Walker
Director
D. J. ...
Director

Dated at Sydney this 23rd Day of November, 2005.
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522) S. K. ...
signed by its Attorney who certifies that he is a Manager pursuant to power of Attorney Registered No. 480 Book 4376

Signed in the presence of
Svetlana Kurnetsov
Assistant Manager
[Signature]
[Title]

Department of Lands Approval
In approving this plan certify that of necessary approvals in regard to the allocation of the land shown herein have been given.
Signature: _____
Date: _____
File Number: _____
Office: _____

Subdivision Certificate
I certify that the provisions of Sec. 100 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed
SUBDIVISION
Consent Authority: City of Canada Bay
Date of Endorsement: 21 NOV 2005
Accreditation No.: _____
Subdivision Certificate No.: 1509
Plan No.: _____
Delete whichever is inapplicable.

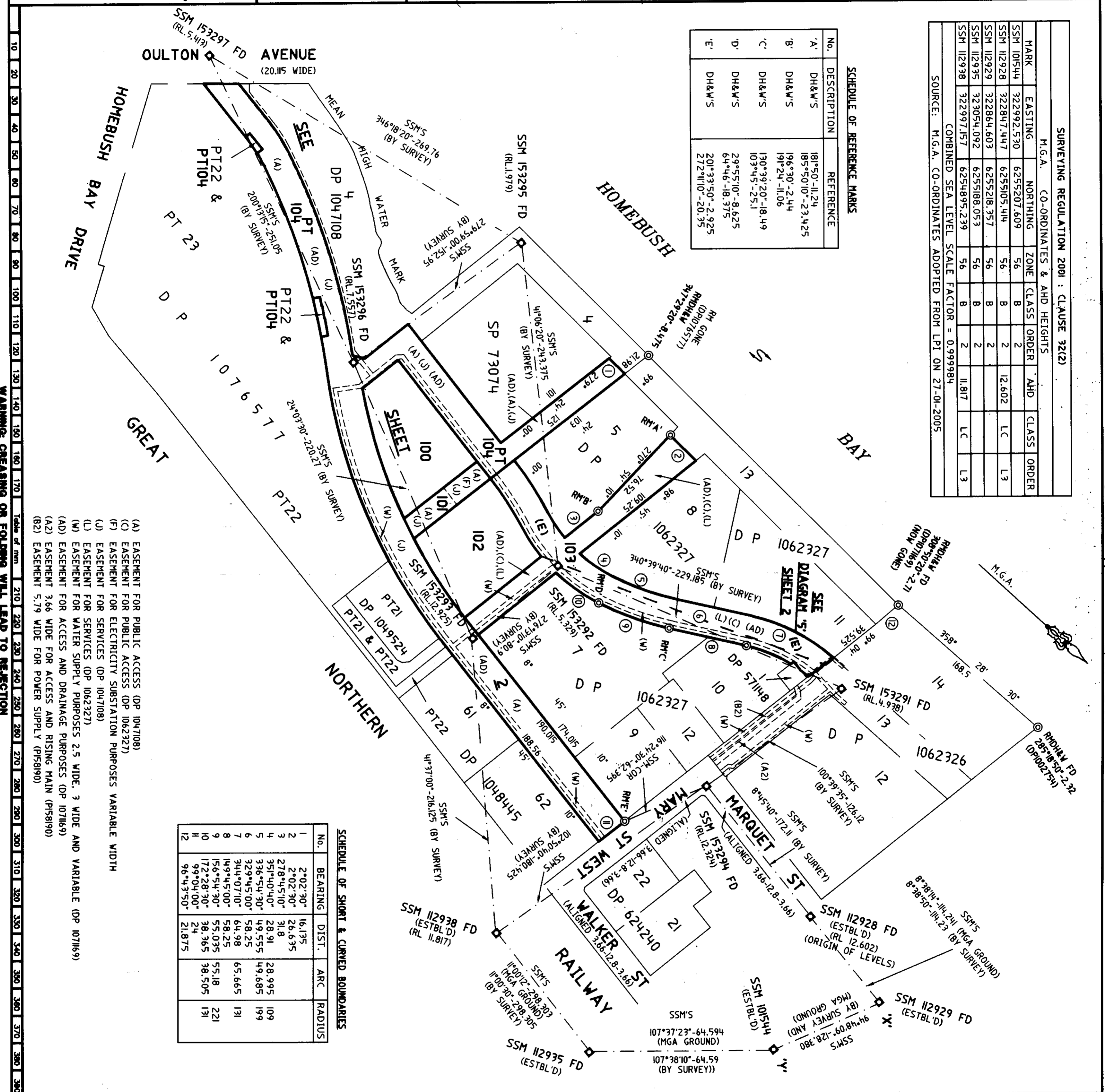
SURVEYING REGULATION 2001 : CLAUSE 32(2)
M.G.A. CO-ORDINATES & AHD HEIGHTS

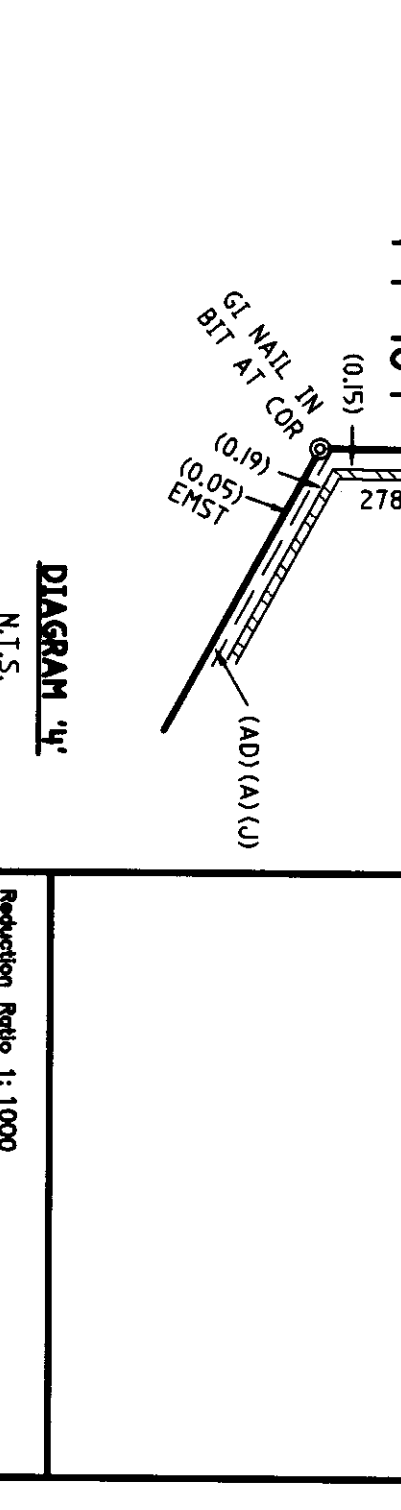
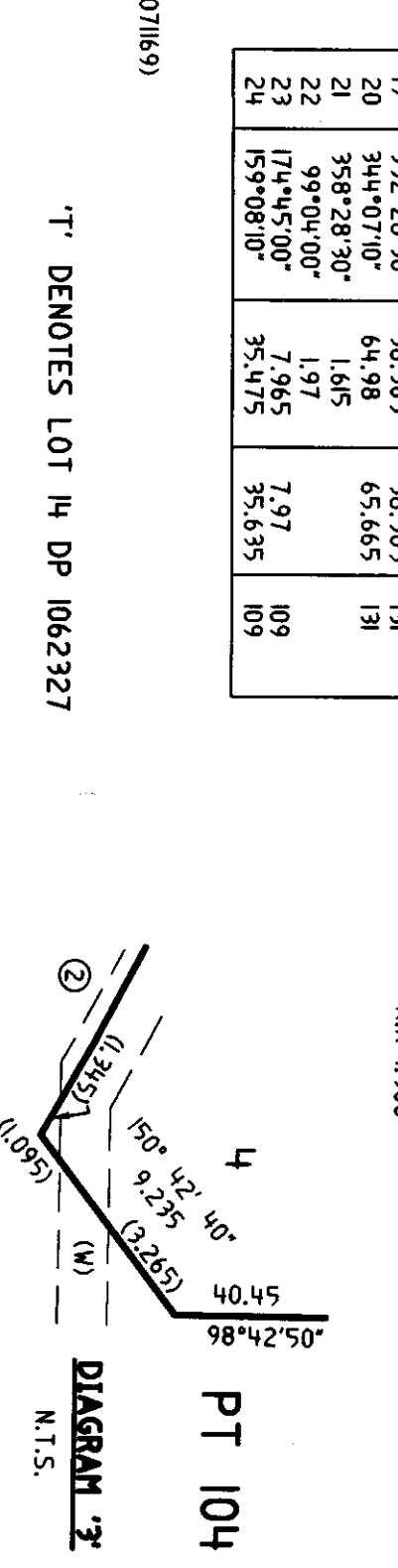
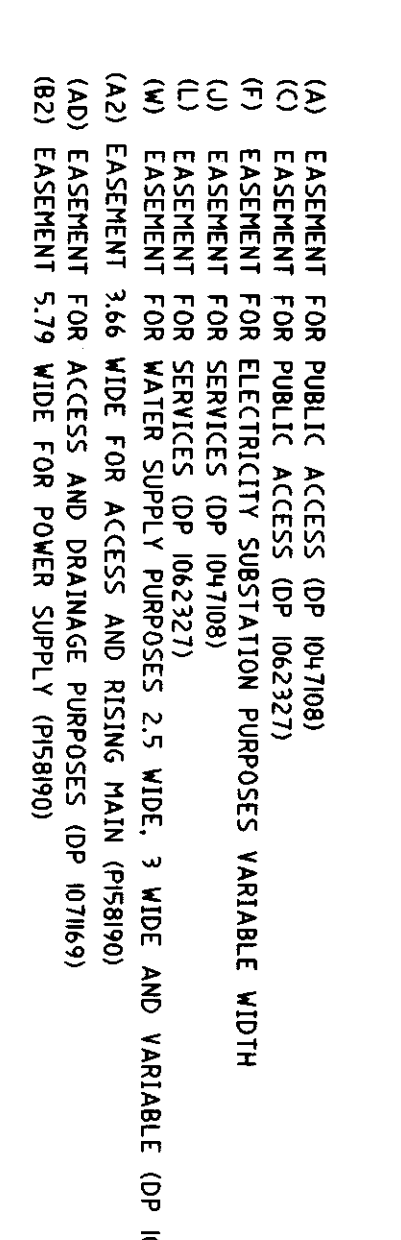
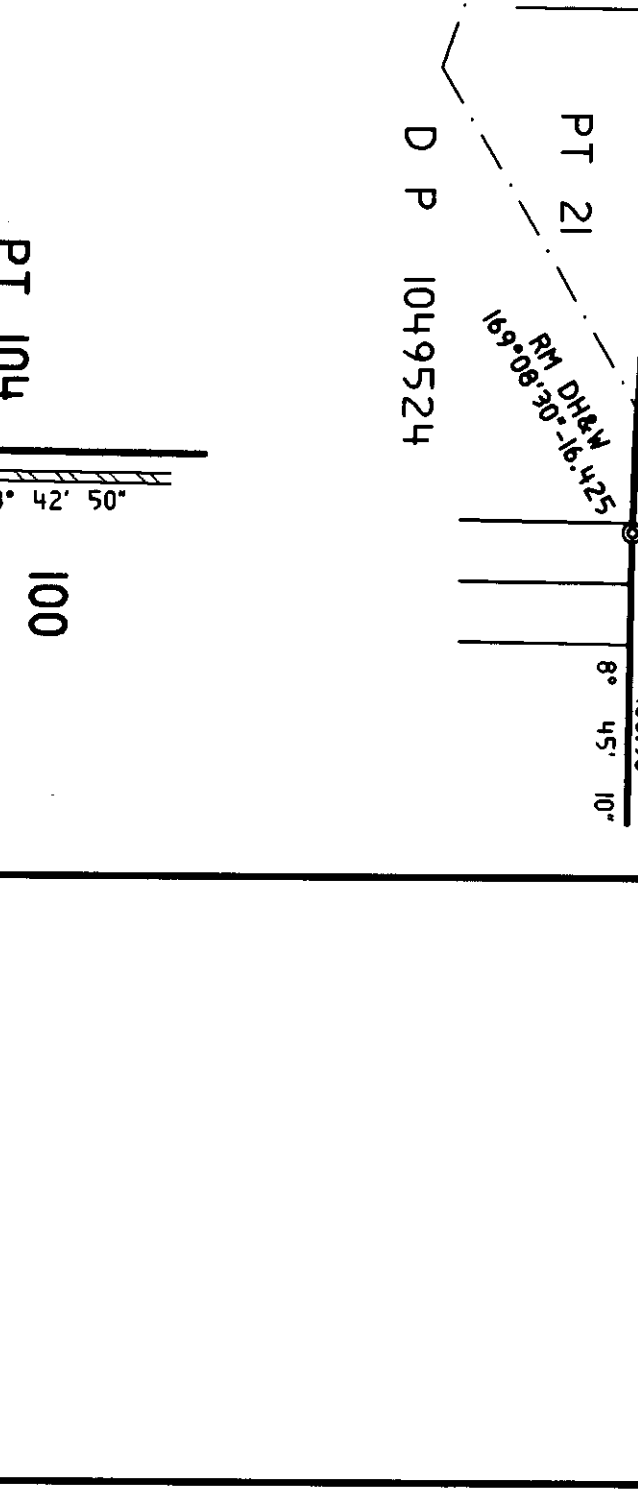
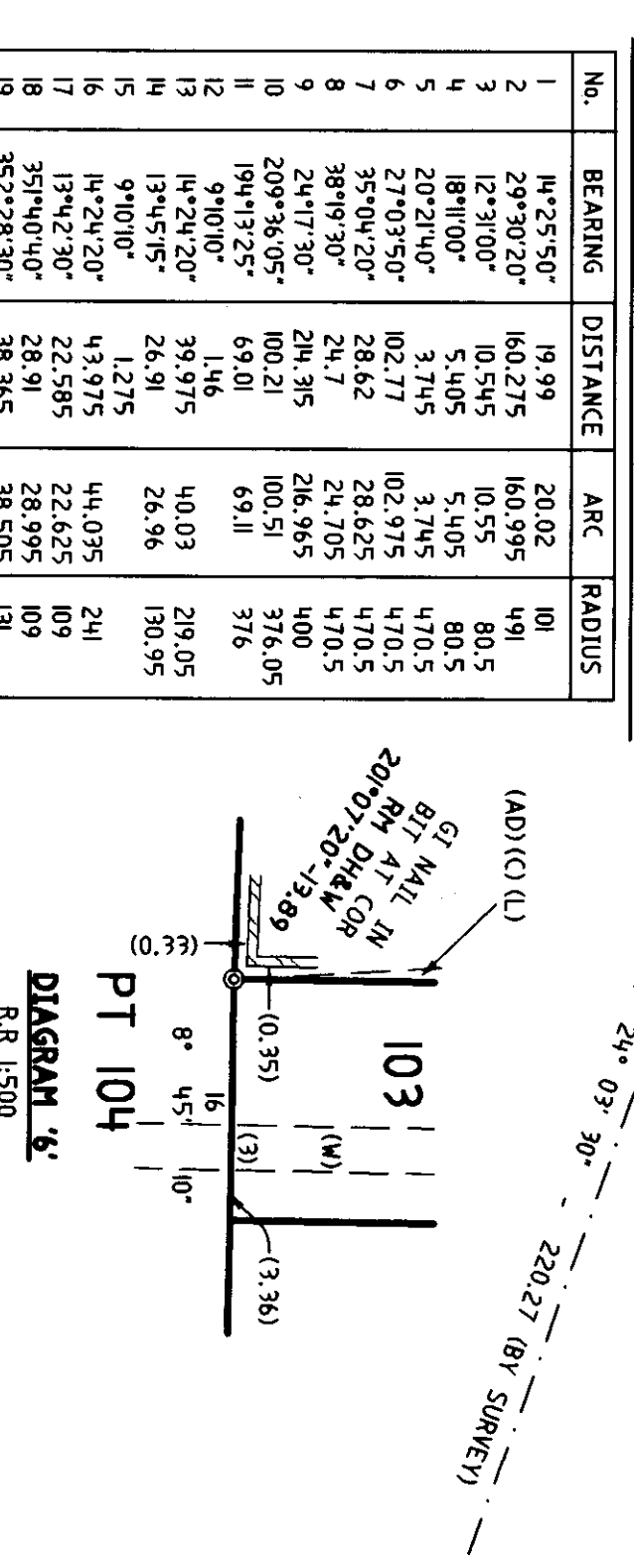
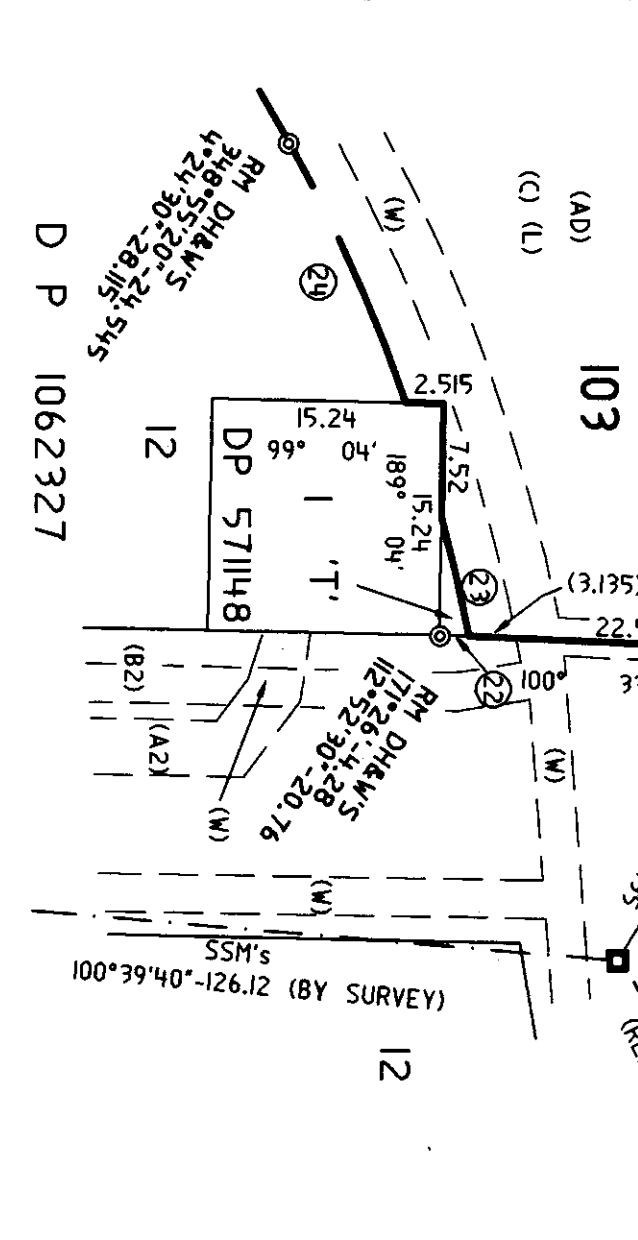
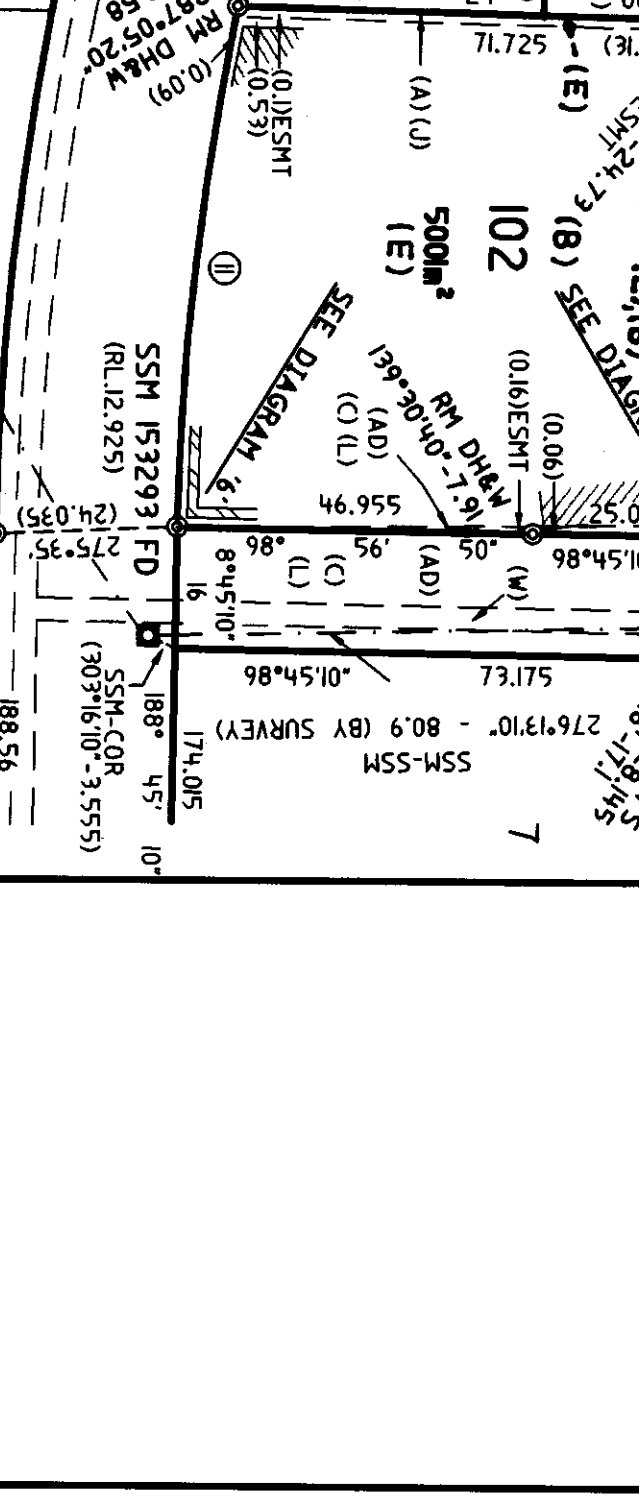
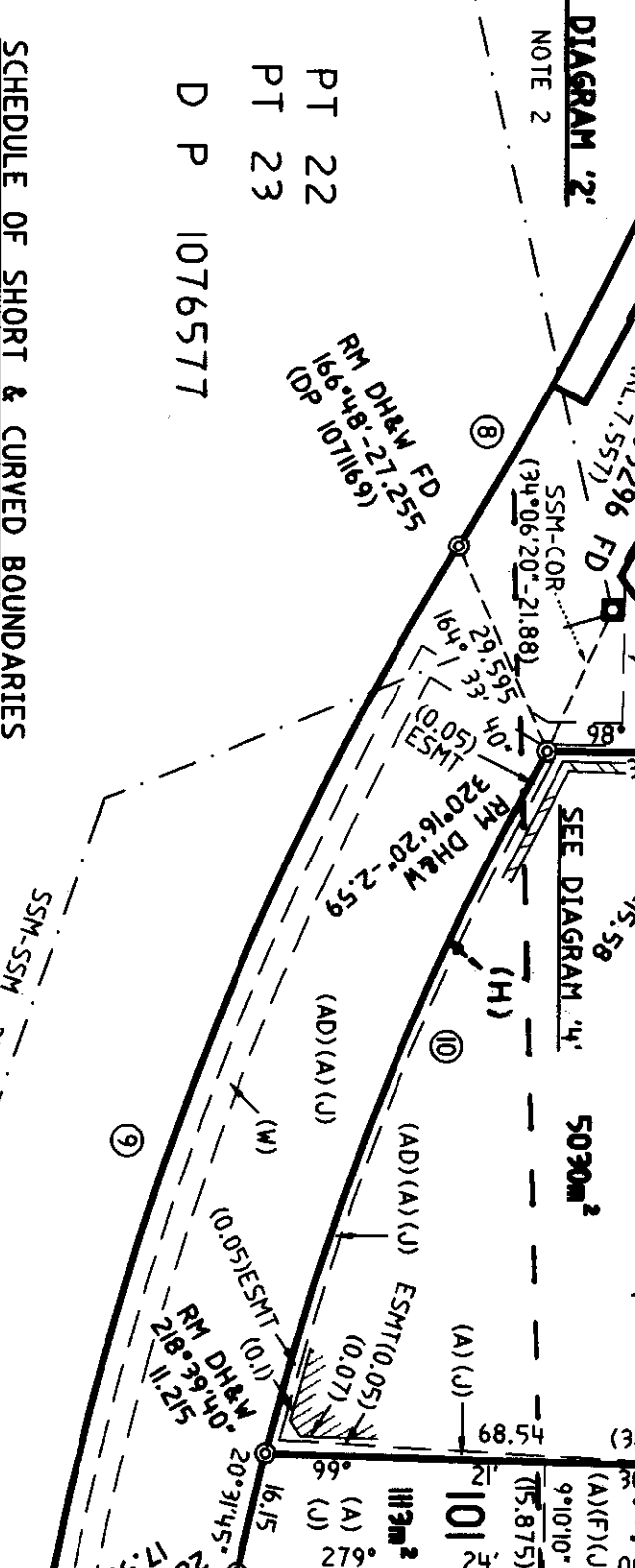
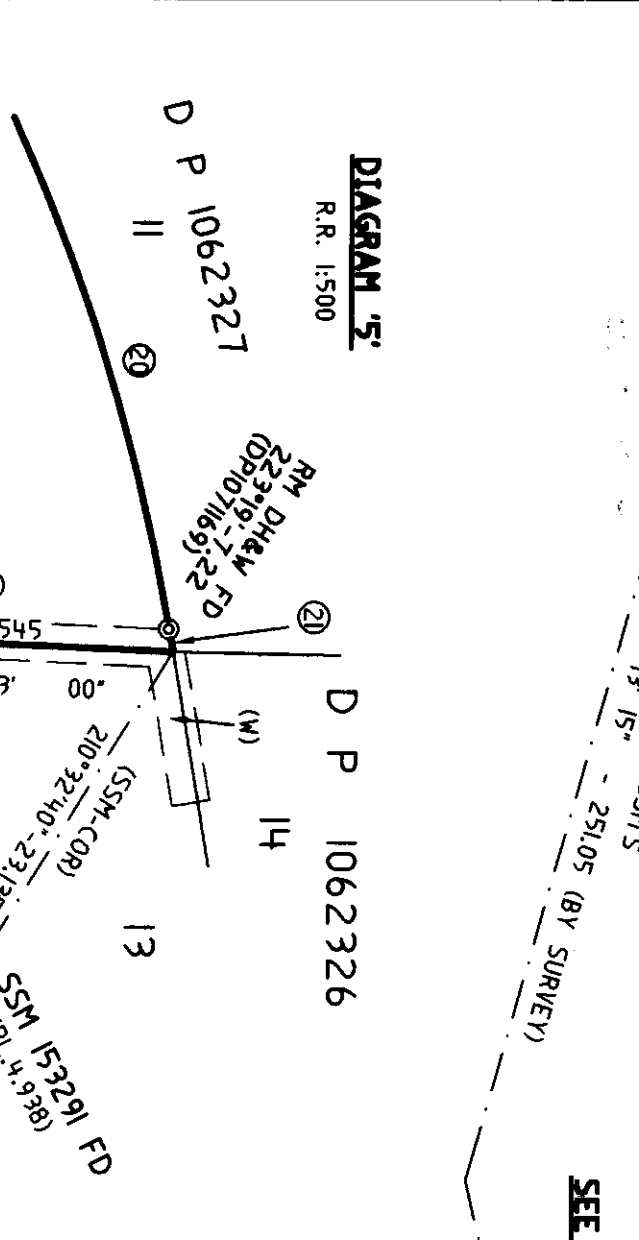
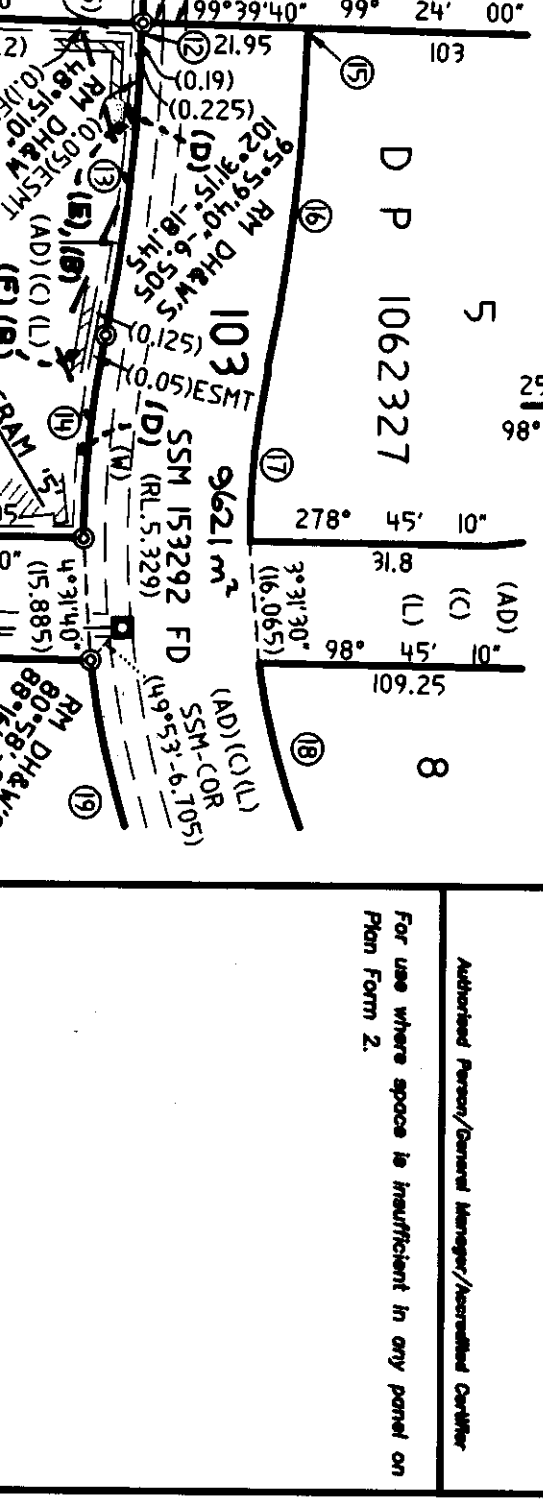
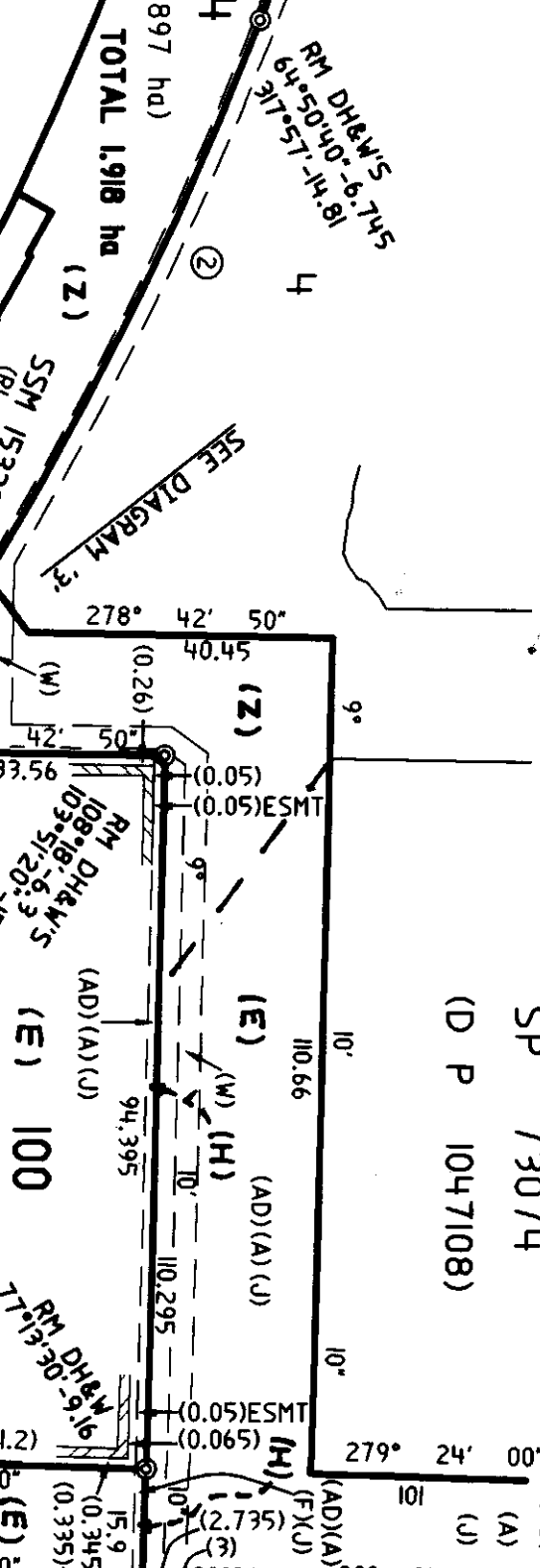
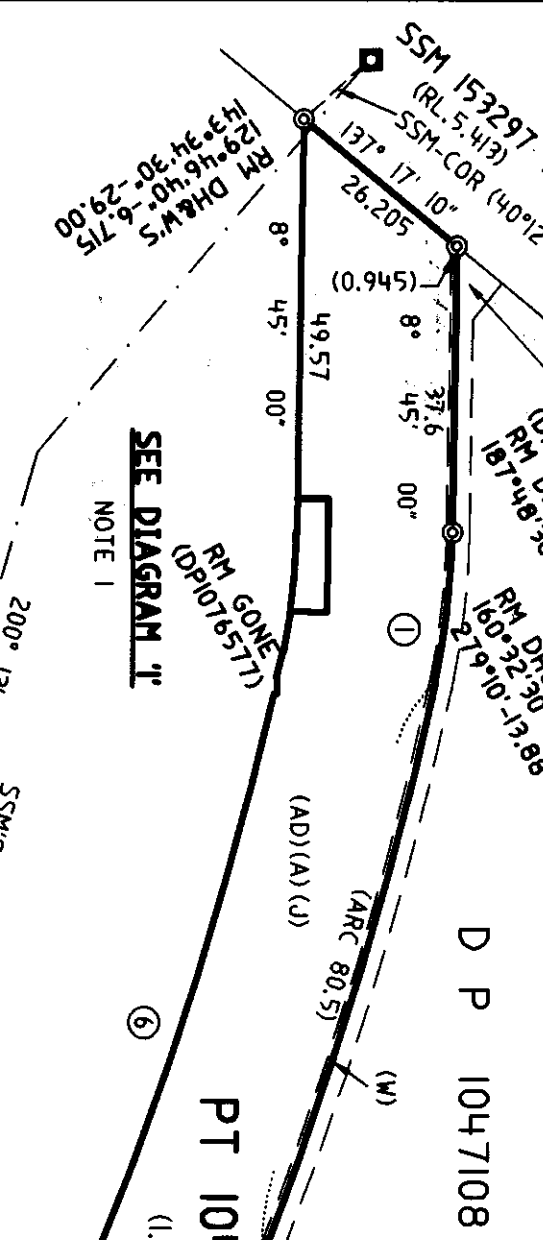
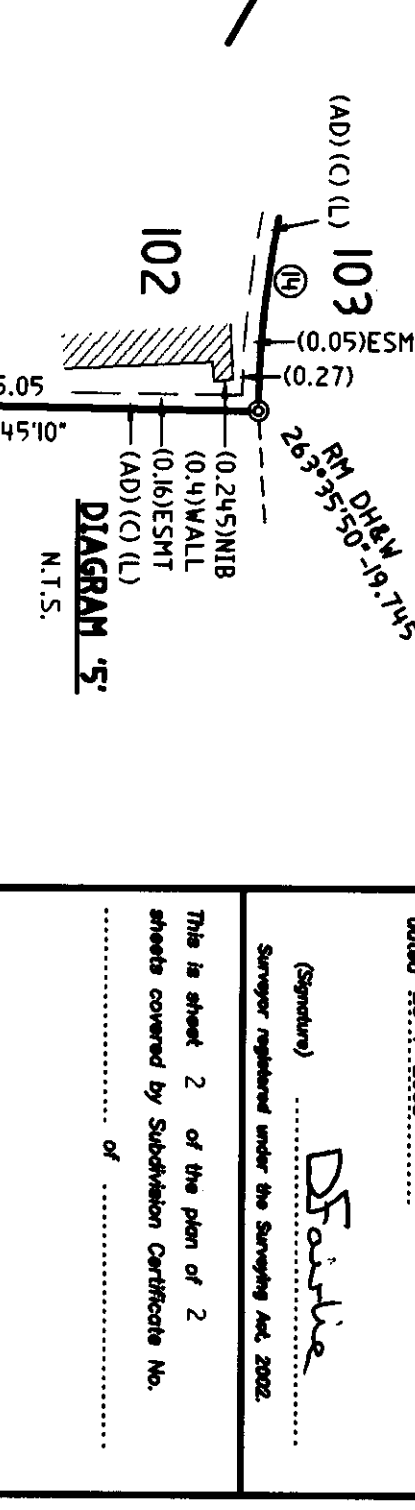
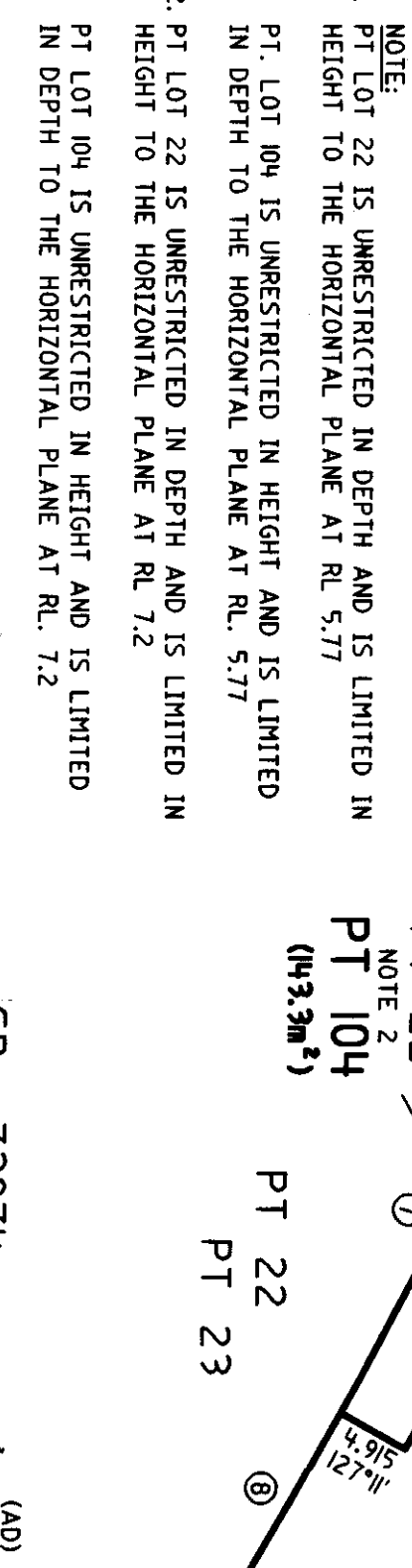
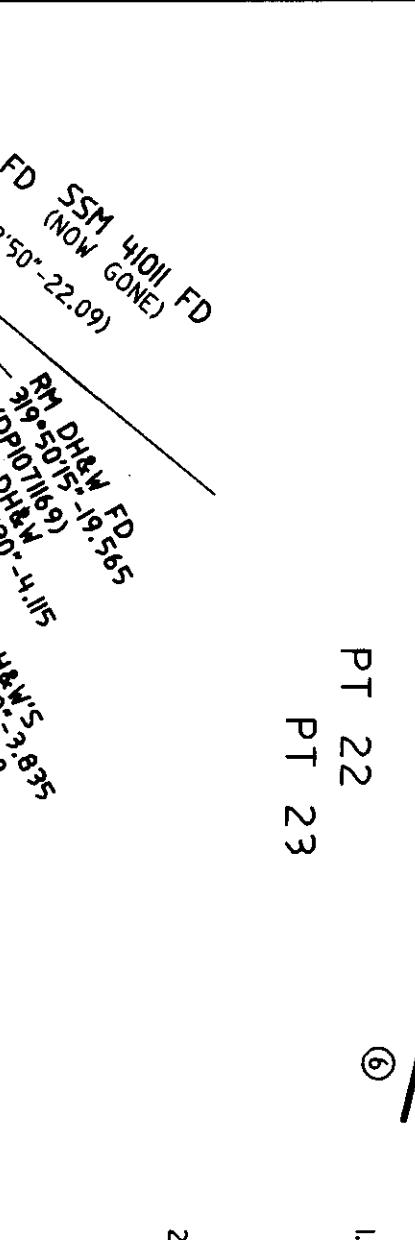
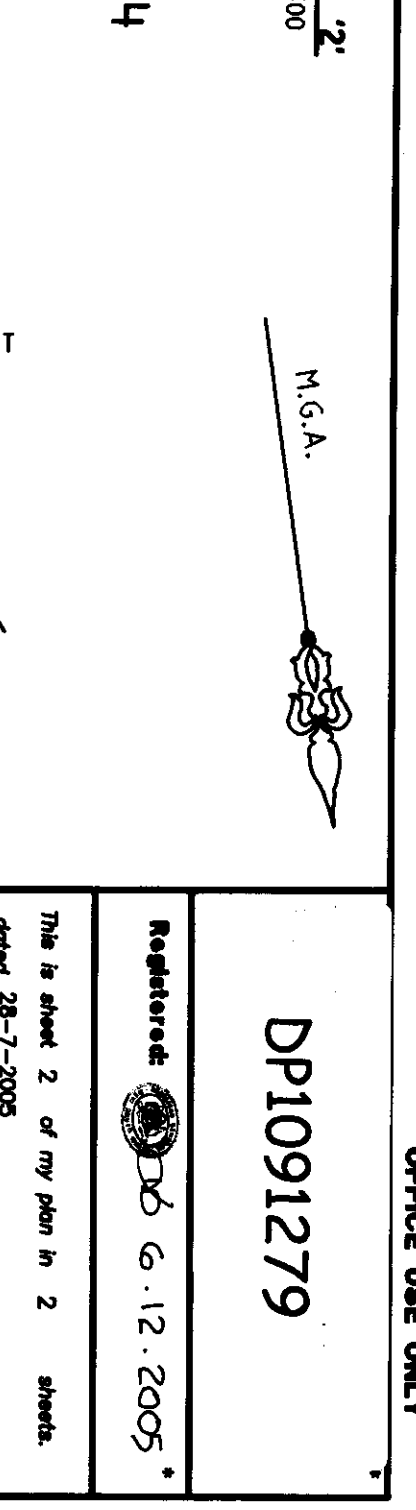
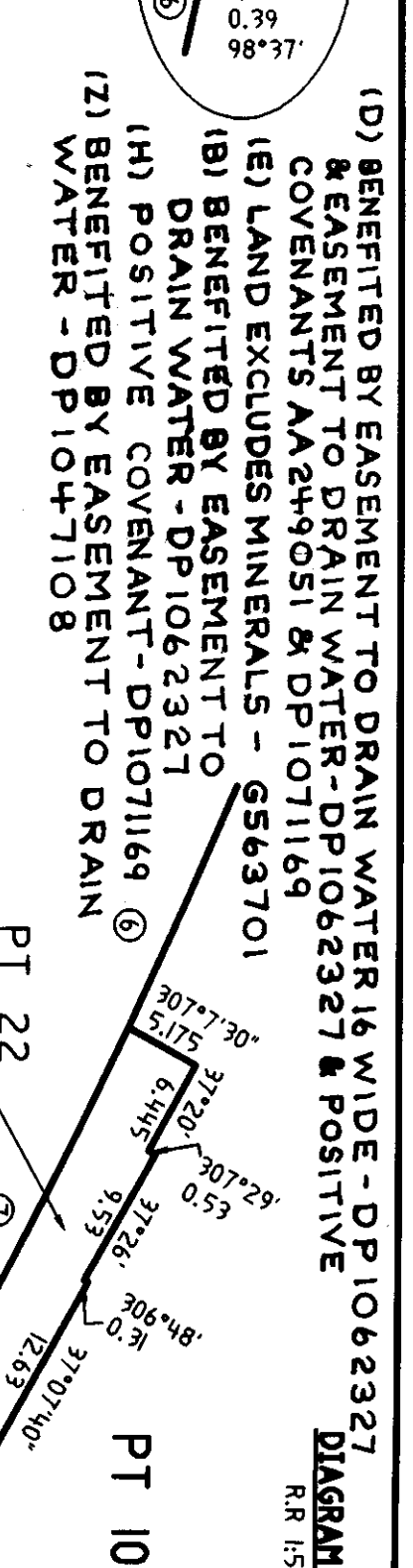
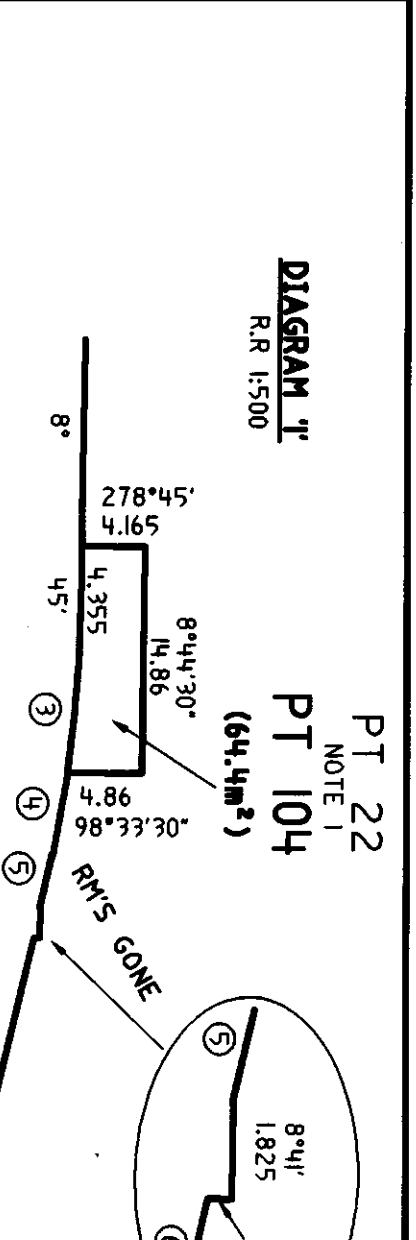
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	AHD	CLASS	ORDER
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SSM 112928	322847.447	6255105.414	56	B	2	12.602	LC	L3
SSM 112929	322864.603	6255218.357	56	B	2			
SSM 112935	323054.092	6255188.053	56	B	2			
SSM 112938	322971.157	6254895.239	56	B	2	11.817	LC	L3

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM LPI ON 27-01-2005
COMBINED SEA LEVEL SCALE FACTOR = 0.999984

SCHEDULE OF REFERENCE MARKS

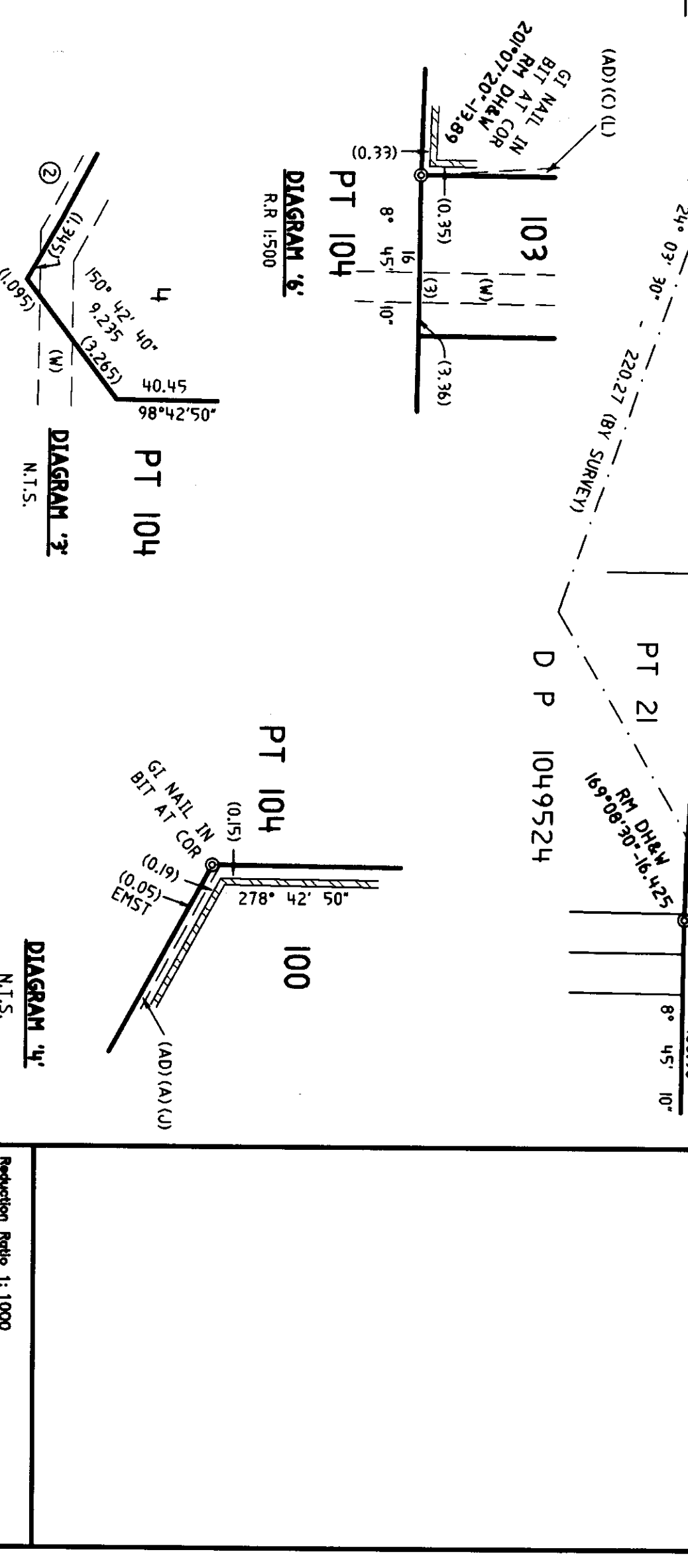
No.	DESCRIPTION	REFERENCE
'A'	DH&W'S	181°50'-11.24 185°50'10"-23.425
'B'	DH&W'S	196°30'-2.44 191°24'-11.06
'C'	DH&W'S	130°39'20"-18.449 103°45'-25.1
'D'	DH&W'S	29°55'10"-8.625 64°46'-18.375
'E'	DH&W'S	20°33'50"-2.925 272°11'10"-20.35





SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
1	N ²⁵ 50°E	19.99	20.02	101
2	N ²⁹ 30°E	160.275	160.995	491
3	N ²³ 10°E	10.545	10.55	80.5
4	N ¹¹ 00°E	5.405	5.405	80.5
5	N ²⁰ 21°W	3.745	4.705	470.5
6	N ²⁷ 03°W	102.77	102.975	470.5
7	N ³⁵ 04°W	28.62	28.625	470.5
8	N ³⁸ 19°W	24.7	24.705	470.5
9	N ²⁴ 17°W	214.315	216.965	400
10	N ²⁰ 9°W	100.21	100.51	376.05
11	N ¹⁹ 13°W	69.01	69.11	376
12	N ¹⁰ 10°W	1.46	40.03	219.05
13	N ¹³ 24°W	39.975	22.625	130.95
14	N ¹³ 45°W	26.91	26.96	130.95
15	N ⁹ 10°W	1.275	44.035	241
16	N ¹⁴ 24°W	43.975	22.625	130.95
17	N ¹³ 42°W	22.585	28.995	109
18	N ³⁵ 40°W	28.91	28.995	109
19	N ³⁵ 28°W	38.365	38.505	191
20	N ³⁴ 47°W	64.98	65.665	191
21	N ³⁵ 8°W	1.615	1.97	191
22	N ⁹⁹ 04°W	1.97	7.965	109
23	N ¹⁷ 45°W	35.475	35.635	109
24	N ¹⁵ 08°W	159.0810	174.975	109



DP1091279

Registered: 6.12.2005

This is sheet 2 of my plan in 2 sheets.

dated 28-7-2005

Signature: *D. F. ...*

Surveyor registered under the Surveying Act 2002

This is sheet 2 of the plan of 2 sheets covered by Subdivision Certificate No. _____ of _____

Authorised Person/General Manager/Registered Civilian

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

Reduction Ratio 1:1000

SURVEYOR'S REFERENCE: 7583-9-2(E)

SIGNATURES AND SEALS ONLY

The Common Seal of the Corporation of the City of Toronto (hereafter referred to as the City) is hereby placed in the presence of its Directors in the presence of

[Signature]
 Signature of Director
 William O. Reynolds
 Mayor of Toronto

[Signature]
 Signature of Secretary
 A. Lawrence Cook
 Mayor's Secretary



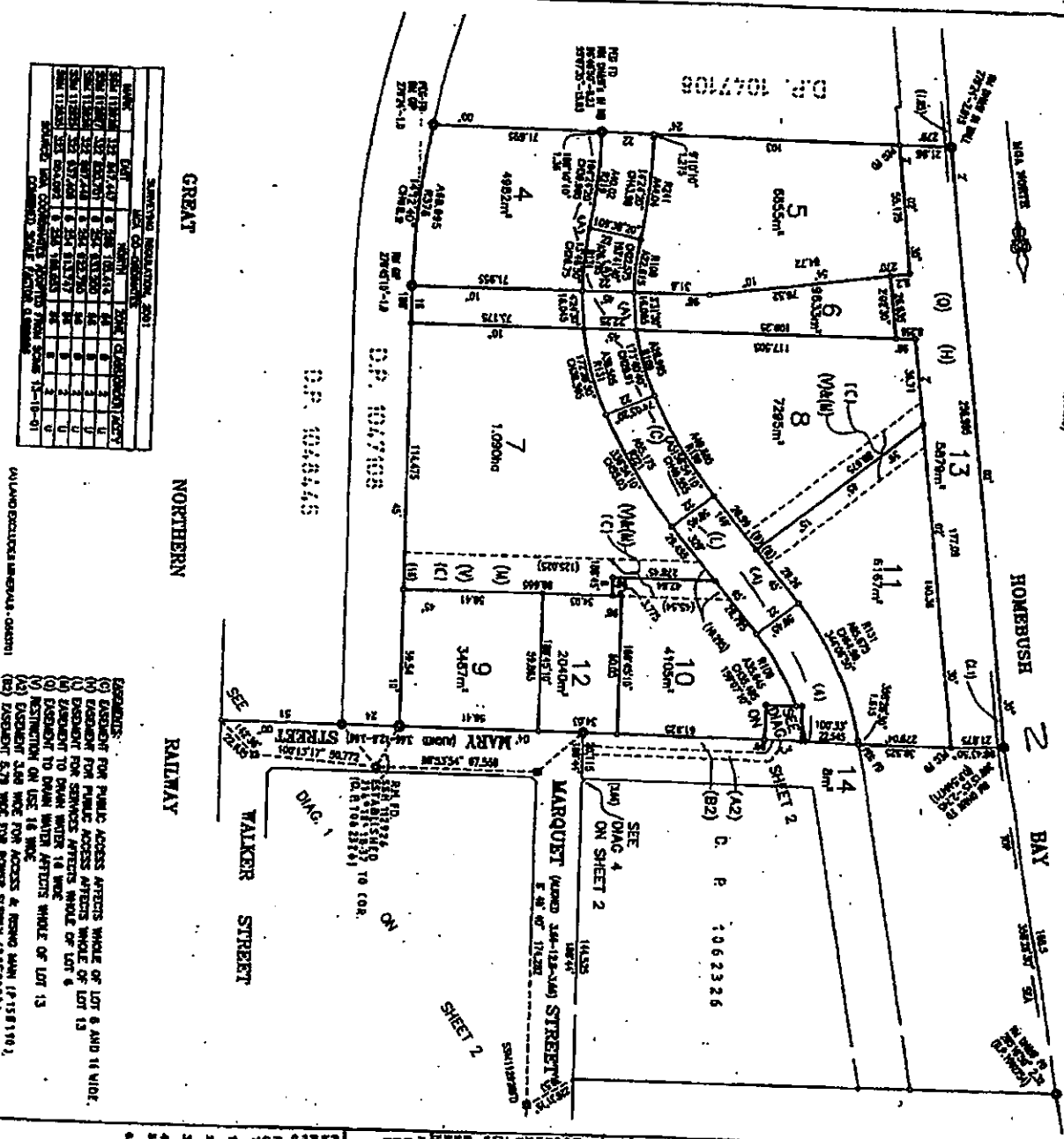
Department of Land and Water Conservation Approval
 1. *[Signature]*
 Signature of Director
 Date: _____
 Subdivision Certificate
 I hereby certify that the provisions of the Land Use Management Act, R.S.O. 1990, c. 5, are complied with in respect to the subdivision shown hereon and that the same is in accordance with the Act.

Subdivision Certificate
 I hereby certify that the provisions of the Land Use Management Act, R.S.O. 1990, c. 5, are complied with in respect to the subdivision shown hereon and that the same is in accordance with the Act.

Surveyor's Reference: 001011 LOT 15

DEL
 (SEE SHEET 2 FOR DIMENSIONS)

Plan Drawing only to appear in this space



- LEGENDS:
- (C) EASEMENT FOR PUBLIC ACCESS ALONGS WHOLE OF LOT 8 AND 14 WIDE.
 - (D) EASEMENT FOR PUBLIC ACCESS ALONGS WHOLE OF LOT 13
 - (E) EASEMENT FOR SERVICES ALONGS WHOLE OF LOT 8
 - (F) EASEMENT TO DRAIN WATER FROM WHOLE OF LOT 8
 - (G) EASEMENT TO DRAIN WATER FROM WHOLE OF LOT 13
 - (H) RESTRICTION ON USE TO 16 HOUS.
 - (I) EASEMENT 3.66 METER FOR ACCESS & SERVICE ALONG (P1581180)
 - (J) EASEMENT 5.78 METER FOR POWER SUPPLY (P1581180)

DP1062327

Project: C.A. SEE CERTIFICATE
 This System: TORONTO
 Purpose: SUBDIVISION
 File No: UROC-92
 Land Plan: DP1062327
 PLAN OF SUBDIVISION OF LOT 15
 D.P. 1062327 G.

Lot: CANADA BAY
 Locality: RHODES
 Parish: OSHOARD
 County: CUMBERLAND

This is sheet 1 of the plan in 2 sheets
 Surveyor's Reference: 001011 LOT 15
 D.P. 1062327
 D.P. 1062327 G.

1. EASEMENT FOR PUBLIC ACCESS (C)
 2. EASEMENT FOR SERVICES (E)
 3. EASEMENT TO DRAIN WATER FROM WHOLE OF LOT 8 (F)
 4. EASEMENT TO DRAIN WATER FROM WHOLE OF LOT 13 (G)
 5. RESTRICTION ON USE TO 16 HOUS. (H)
 6. EASEMENT 3.66 METER FOR ACCESS & SERVICE ALONG (P1581180) (I)
 7. EASEMENT 5.78 METER FOR POWER SUPPLY (P1581180) (J)

Instrument setting out terms of Easements of Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 4 sheets)

Plan of (*heading of plan*) covered by
 Subdivision Certificate No. (*add
 reference appropriate*)

DP1062327

**Full name and address
 of the owner of the land:** Sarkem Pty Limited (ACN 000 075 834)
 Level 8, 1 Nicholson Street,
 Melbourne VIC 3000.

Part 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Public Access affects whole of Lot 6 and 16 Wide [C]	6, 7, 8, 10 and 11	Minister administering the Environmental Planning & Assessment Act 1979
2	Easement for Public Access affects whole of Lot 13 [H]	13	Minister administering the Environmental Planning & Assessment Act 1979
3	Easement for Services affects whole of Lot 6 [L]	6	Minister administering the Environmental Planning & Assessment Act 1979
4	Easement to Drain Water 16 Wide [M]	7, 8, 10 & 11	6, 7, 9, 10 & 12
5	Easement to Drain Water affects whole of Lot 13 [Q]	13	4, 5, 6, 7, 8, 9, 10, 11 & 12
6	Restriction on use 16 wide [V]	7, 8, 10 & 11	Minister administering the Environmental Planning & Assessment Act 1979

DP1062327

(Sheet 2 of 4 sheets)

Part 2 (Terms)

Terms of Easement numbered 1 in the Plan:

1. With effect from the date on which improvements on the land adjoining the lot burdened may be legally occupied, the body having the benefit of this easement and all persons authorised by that body may at all times pass across the lot burdened but only within the site of this easement with or without Vehicles for the purpose of accessing the Public Areas and each of the other lots created by the Plan.
2. In this easement:
 - (a) 'Public Areas' means public roads, public places and land subject to easements which members of the public are entitled to use if authorised by the body having the benefit of the easement.
 - (b) 'Vehicles' includes Wheelchairs and bicycles.
 - (c) 'Wheelchairs' includes similar mobility aids whether motorised or not.

Terms of Easement numbered 2 in the Plan:

1. With effect from the date on which improvements on the land adjoining the lot burdened may be legally occupied, the body having the benefit of this easement and all persons authorised by that body may:
 - (a) at all times by foot, by Wheelchair or by non motorised bicycle pass across the lot burdened but only within the site of this easement for the purpose of accessing the Public Areas and all other lots created by the Plan; and
 - (b) at such times as may be prescribed from time to time by the body having the benefit of this easement remain on the lot burdened but only within the site of this easement for such recreational purposes as may be prescribed from time to time by the body having the benefit of this easement.
2. In this easement:
 - (a) 'Public Areas' means public roads, public places and land subject to easements which members of the public are entitled to use if authorised by the body having the benefit of the easement.
 - (b) 'Wheelchair' includes similar mobility aids whether motorised or not.

Terms of Easements numbered 3 in the Plan:

1. The body having the benefit of this easement and all persons authorised by that body may:
 - (a) use each lot burdened, but only within the site of this easement, to provide domestic services to or from each lot benefited, and
 - (b) do anything reasonably necessary for that purpose, including:

DP1062327

(Sheet 3 of 4 sheets)

- (i) entering the lot burdened; and
 - (ii) taking anything on to the lot burdened; and
 - (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
2. In exercising those powers, the body having the benefit of this easement and all persons authorised by that body must:
- (a) ensure all work is done properly; and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it; and
 - (d) restore the lot burdened as nearly as is practicable to its former condition; and
 - (e) make good any collateral damage.
3. For the purposes of this easement, 'domestic services' includes supply of water, gas, electricity, telephone and television and discharge of sewage, sullage and other fluid wastes.

Terms of Easement numbered 4 in the Plan:

4. Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the lot benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the lot burdened, together with the right to use, for the purposes of the easement, any line of pipes already laid within the lot burdened for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the lot burdened, and together with the right for the grantee and every person authorised by the grantee, with any tools, implements, or machinery, necessary for the purpose, to enter upon the lot burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the lot burdened to such extent as may be necessary provided that the grantee and the persons authorised by the grantee will take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot burdened and will restore that surface as nearly as practicable to its original condition.

Terms of Easement numbered 5 in the Plan:

1. Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the lot benefited or any part thereof with which the right shall be capable of enjoyment, and every person

DP1062327

(Sheet 4 of 4 sheets)

authorised by that person, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the lot burdened, together with the right to use, for the purposes of the easement, any line of pipes already laid within the lot burdened for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the lot burdened, and together with the right for the grantee and every person authorised by the grantee, with any tools, implements, or machinery, necessary for the purpose, to enter upon the lot burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the lot burdened to such extent as may be necessary provided that the grantee and the persons authorised by the grantee will take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot burdened and will restore that surface as nearly as practicable to its original condition.

Terms of Restriction numbered 6 in the Plan:

1. Within that part of the lots burdened shown in the Plan, no improvements of any description whatsoever shall be erected or permitted to remain other than roads, footpaths, planter boxes, retaining walls, traffic bollards and street furniture.

THE COMMON SEAL of SARKEM PTY LIMITED was hereunto affixed by authority of a resolution of the Directors in the presence of



Director

Secretary

PLAN 1158 NSW
[Insert name of council or authority]



Form: 13PC
Release: 1
www.lpi.nsw.gov.au

POSITIVE COVENANT
New South Wales
Section 88E(3) Conveyancing Act 191



AA249051Q

PRIVACY NOTE: this information is legally required and will be

(A) TORRENS TITLE
20 JAN 2004
(B) LODGED BY
TIME: 10.15

Lot 6 DP 1062327 (lot Burdened)

Delivery Box 599D	Name, Address or DX and Telephone MINTER ELLISON, 88 Phillip Street, SYDNEY Telephone (02) 9921 8888 Reference: AJT: 20-2171630	CODE PC
-----------------------------	--	-------------------

(C) REGISTERED PROPRIETOR
SARKEM PTY LIMITED (ACN 000 075 834)

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this positive covenant

Interest	Number	Name of lessee, mortgagee or chargee

(E) PRESCRIBED AUTHORITY
Within the meaning of section 88E(1) of the Conveyancing Act 1919
MINISTER ADMINISTERING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

(F) DATE 19 JANUARY 2004

(G) Execution by the prescribed authority
I certify that the authorised officer of the prescribed authority signing below who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: [Signature]
Name of witness: K. MICHAEL BROWN
Address of witness: 20 LEE STREET SYDNEY N.S.W 2000

Signature of an authorised officer: [Signature]
Name of authorised officer: EDWARD HARVEY
Position of authorised officer: EDWARD HARVEY
SIGNED by me EDWARD HARVEY as delegate of the Minister administering the Environmental Planning and Assessment Act, 1979, and I hereby certify that I have no notice of the revocation of such delegation.

(G) Execution by the registered proprietor
Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Corporation: SARKEM PTY LIMITED
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: [Signature] Name of authorised person: WILLIAM O. REYNOLDS
Office held: DIRECTOR
Signature of authorised person: [Signature] Name of authorised person: ANNETTE COOK
Office held: SECRETARY

(H) Consent of the _____ under _____ No. _____ agrees to be bound by this restriction. I certify that the above _____ who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: _____ Signature of _____
Name of witness: _____
Address of witness: _____

Annexure A to POSITIVE COVENANT

Parties:

SARKEM PTY LTD AND MINISTER ADMINISTERING THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT 1979

Dated:

1. DEFINITIONS

Land means Lot 6 DP 106 23 27

Adjoining Land means Lot 4, 5, 7, 8, 10 and 11 in DP 106 23 27

Corporation means the corporation sole with the corporate name "Minister administering the Environmental Planning and Assessment Act 1979".

Proprietor means the registered proprietors of the Land and their successors and assigns.

2. COMPLETION NOTICE

The Proprietor must complete the road and embellishments in accordance with an approved development application prior to applying for an occupation certificate for any part of the Adjoining Land.

The Proprietor will prior to applying for an occupation certificate for any part of the Adjoining Land notify the Corporation that it has completed the road embellishments in accordance with an approved development application.
(Completion Notice)

3. TRANSFER

The Proprietor must at the request of the Corporation transfer the Land to the Corporation or a public authority nominated by the Corporation. If the nominated public authority fails to accept the transfer of the Land the Corporation must accept the transfer of the Land. The date of the transfer will be the date specified by the Corporation in the request.

The Corporation must not make the request until it has received the Completion Notice or as otherwise determined that the road embellishment has been sufficiently completed.

4. CONSIDERATION

No consideration will be paid to the Proprietor for the transfer of the Land and improvements to the Corporation or the nominated public authority. The Proprietor must at the request of the Corporation do all things reasonably necessary to promptly transfer the Land and improvements to the Corporation.

5) FINAL DATE FOR TRANSFER

The Corporation must do all things necessary for it to effect the transfer of the Land under this covenant so that the date of the transfer is prior to the date 5 years after the date of the Completion Notice.

6. GST

If the Corporation incurs a liability to pay GST in connection with any supply pursuant to this Covenant, the Proprietor must on the date the liability arises reimburse and indemnify the Corporation for the amount of GST payable.

7. INTERPRETATION

Name, Gender and Corporation

Words importing the singular number include the plural and vice versa, words importing a person including a corporation and vice versa and each gender includes every other gender.

Jointly and Severally

Any covenants to be performed by two or more persons binds those persons jointly and each of them severally.

Bodies and Associations

References to authorities, institutes, associations and bodies, whether statutory or otherwise, will in the event of any such organisation ceasing to exist, be reconstituted, renamed or replaced or the power or functions or any such organisation be transferred to any other organisation, be deemed to refer respectively to the organisation established or constituted in lieu of any such organisation.

Statutes and Regulations

Reference to a statute or ordinance includes all regulations under and amendments to that statute or ordinance whether by subsequent statute or otherwise and a statute or ordinance passed in substitution for the statute or ordinance.

Include

The word "include" (in any form) when introducing one or more specific items does not limit the meaning of the general words to those items or to items of a similar kind.

Notices etc.

Any notices, notification, request, nomination, approval, or consent must be in writing and will be properly executed if signed by an officer, manager or solicitor of the party giving it.

Goods and Services Tax

In this Covenant, unless the contrary intention appears, the words “GST”, “tax invoice” and “taxable supply” have the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999*.

Further Assurance

Each party must do all things and execute all further documents necessary to give a full effect to this Covenant.

Regulatory Authority

Any notice, request, nomination approval or consent given by the Corporation pursuant to this Covenant is not and may not be taken as the grant of any consent or approval by the Corporation as a consent or regulatory authority pursuant to any legislation including the *Environmental Planning and Assessment Act 1979*.

Successors and Assigns

The rights and obligations under this Covenant apply to the parties and their successors and assigns.

Severable Obligations

Each obligation, right and provision in the Covenant is a separate severable obligation, right or provision. If any part of the Covenant is invalid, illegal or unenforceable, the remaining parts of this Covenant will not be affected and will continue to be enforceable.

Executed by SARKEN Pty Ltd
 ACN 000 075 034

Signature of Director
 WILLIAM O. RYNOGLAS

Signature of Company Secretary
 A. Beck

NAME OF COMPANY SECRETARY
 WAREN FREDERICK WATKINS

NAME OF COMPANY SECRETARY
 JERREY FRANCIS COLENSO

Department of Land and Water Conservation Approval
 (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown hereon have been given.

Signature: _____
 Date: _____

File Number: _____
 Office: _____

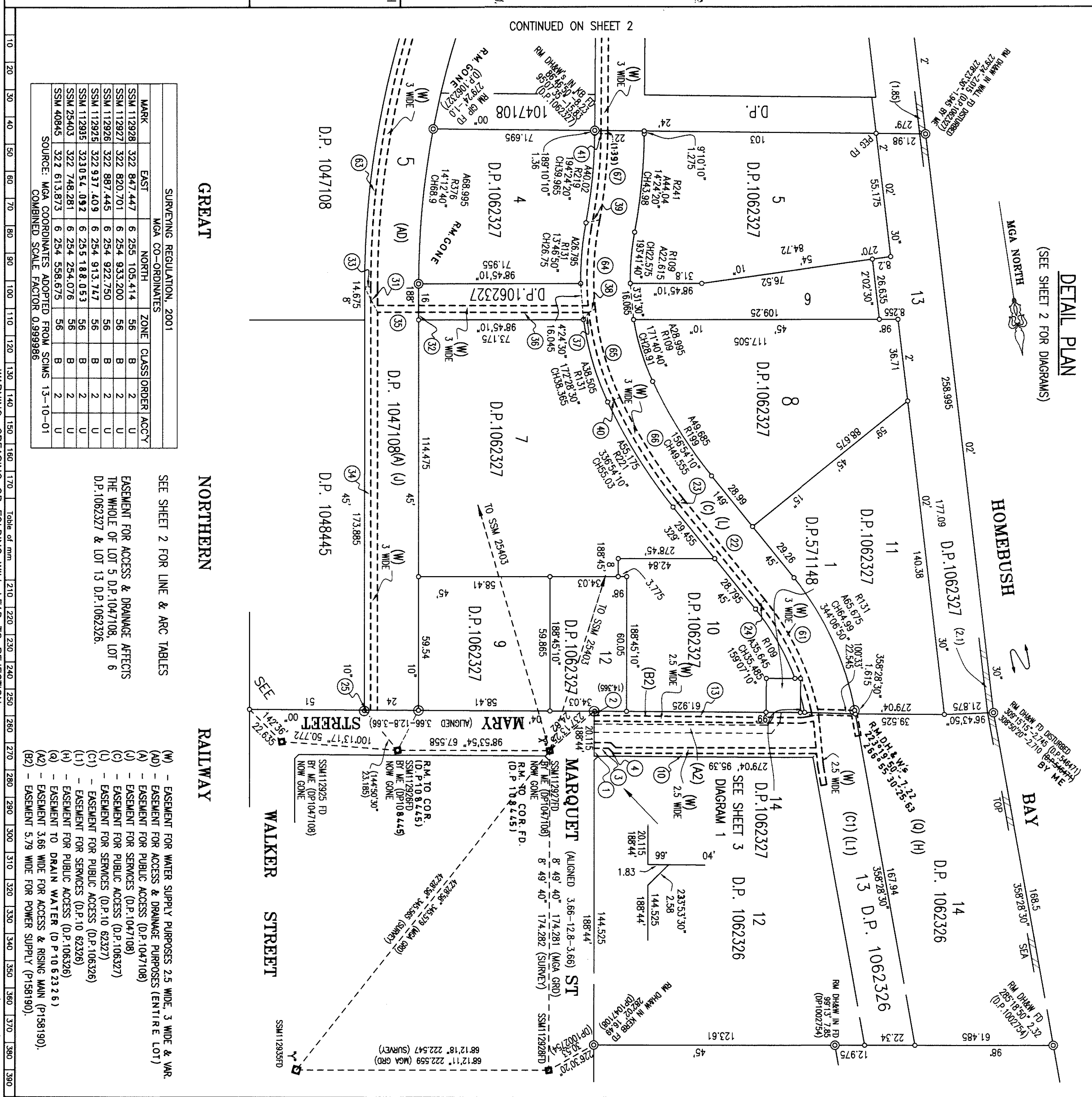
Subdivision Certificate
 I certify that the provisions of s.109) of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed _____ set out herein

* (insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier
 Consent Authority: _____
 Date of endorsement: _____
 Accreditation no.: _____
 Subdivision Certificate no.: _____

Note:
 When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.

* Delete whichever is inapplicable.
 SURVEYOR'S REFERENCE: 001011 EAS



Registered: DP1071169
 Title System: TORRENS
 Purpose: EASEMENT
 Ref Map: U0052-64_92
 Last Plan: DP1047108
 DP1062326, DP1062327

PLAN OF EASEMENTS WITHIN LOTS 4 & 5 D.P.1047108, LOT 6 D.P.1062327, LOT 13 & 14 D.P.1062326.

Lengths are in metres. Reduction Ratio 1:1250

LGA: CANADA BAY
 Locality: RHODES
 Parish: CONCORD
 County: CUMBERLAND

This is sheet 1 of my plan in 3 sheets (Delete if inapplicable).

SURVEYING REGULATION, 2001

I, DENNY LINKER
 of L.S. 17 RAUNDLE ST, SURRY HILLS NSW, 2010 a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2001 and was completed on _____

The survey relates to: EASEMENTS

(Specify the land actually surveyed or specify any land shown in the plan that is not subject of the survey)
 Signature: _____ Dated: 16/6/2004
 Deputing Lines: 'X', 'Y'
 Type: Urban /Rural

Plans used in preparation of survey/easement:
 D.P. 1047108
 D.P. 1048445

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

- EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE, 3 WIDE & VAR.
- EASEMENT FOR ACCESS & DRAINAGE PURPOSES (ENTIRE LOT)
- POSITIVE COVENANT

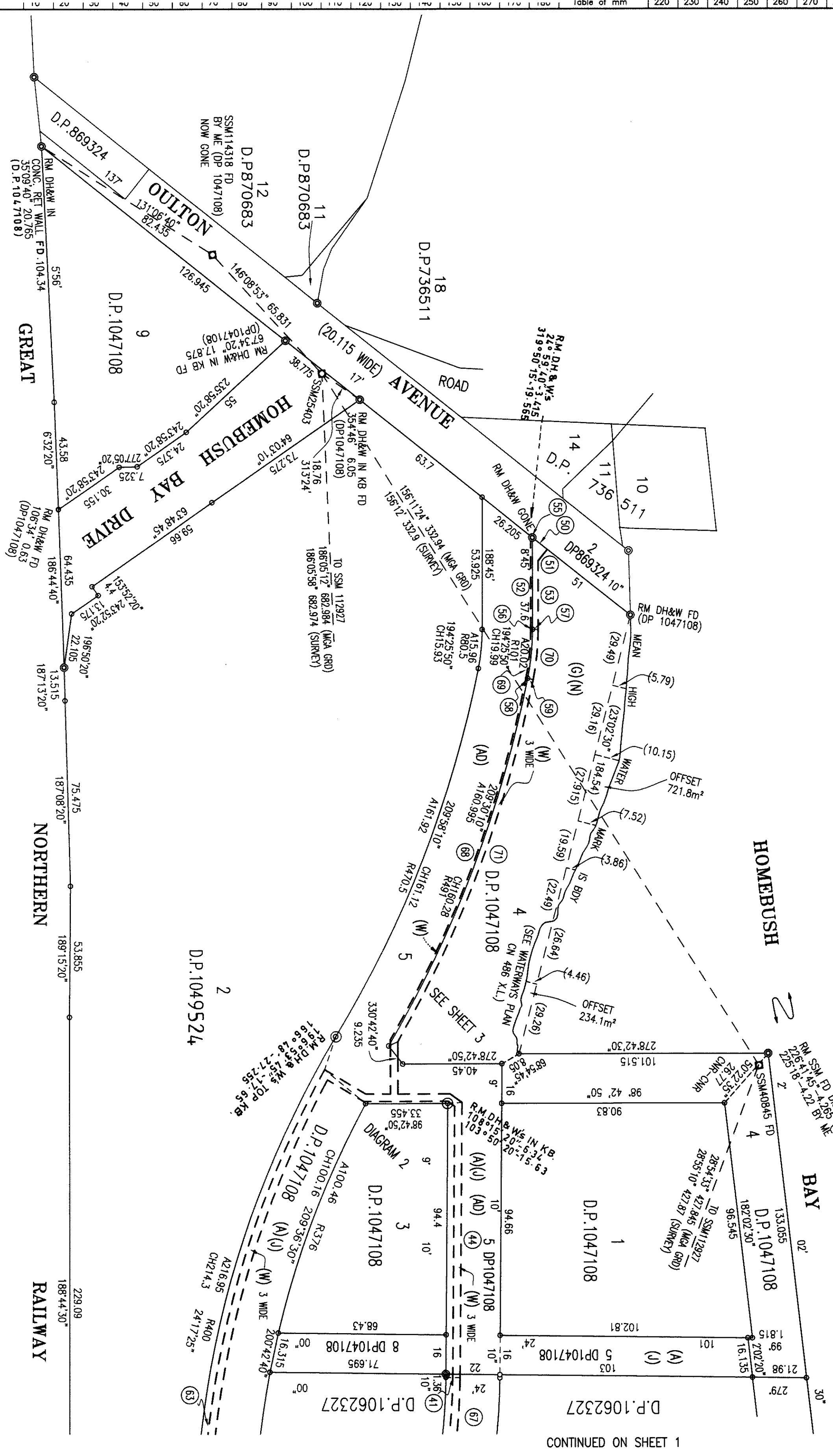
LINE	DISTANCE	BEARING
1	3.530	08°46'24"
2	1.925	08°46'24"
3	6.335	99°00'59"
4	3.076	144°00'59"
10	90.337	98°47'56"
12	4.340	09°08'52"
13	92.579	99°18'31"
15	2.920	09°44'00"
22	57.671	329°45'04"
23	5.834	239°21'00"
24	2.750	233°41'20"
25	5.867	99°03'57"
31	12.585	341°33'56"
32	3.420	188°45'10"
33	2.750	278°45'07"
34	188.571	08°45'07"
35	18.248	278°56'11"
36	75.601	278°56'11"

LINE	DISTANCE	BEARING
37	3.996	226°06'24"
38	3.278	68°38'37"
39	6.246	87°18'55"
40	5.833	256°39'06"
41	5.770	99°40'43"
44	112.283	09°10'09"
49	6.469	08°42'45"
50	7.753	317°17'14"
51	6.043	227°18'06"
52	38.095	188°45'06"
53	28.018	188°45'06"
55	0.895	137°17'12"
56	0.703	283°40'38"
57	2.300	278°11'18"
58	0.700	290°06'36"
59	2.300	290°06'36"
60	14.698	08°42'45"

- (W) - EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE, 3 WIDE & VAR.
- (AD) - EASEMENT FOR ACCESS & DRAINAGE (ENTIRE LOT)
- (ND) - EASEMENT FOR DRAIN WATER (D.P.1047108).
- (G) - EASEMENT FOR PUBLIC ACCESS (D.P.1047108).
- (J) - EASEMENT FOR SERVICES (D.P.1047108).
- (A) - EASEMENT FOR PUBLIC ACCESS (D.P.1047108)

EASEMENT FOR ACCESS & DRAINAGE AFFECTS THE WHOLE OF LOT 5 D.P.1047108, LOT 6 D.P.1062327 & LOT 13 D.P.1062326.

CHORD	ARC TABLE				
	CURVE	BEARING	DISTANCE	ARC	RADIUS
61	162°56'27"	54.284	54.776	117.194	
63	2318'04"	199.588	201.75	397.25	
64	11°40'09"	39.115	39.275	125.590	
65	353°17'09"	41.135	41.321	125.590	
66	336°49'30"	53.078	53.213	215.150	
67	194°04'33"	38.619	38.666	224.834	
68	209°21'15"	157.524	158.210	490.300	
69	194°24'49"	19.911	19.944	100.300	
70	194°25'29"	20.467	20.501	100.300	
71	209°18'27"	157.696	158.376	493.300	



CONTINUED ON SHEET 1

DP1071169

Registered: 23.9.2004

This is sheet 2 of my plan in 3 sheets dated

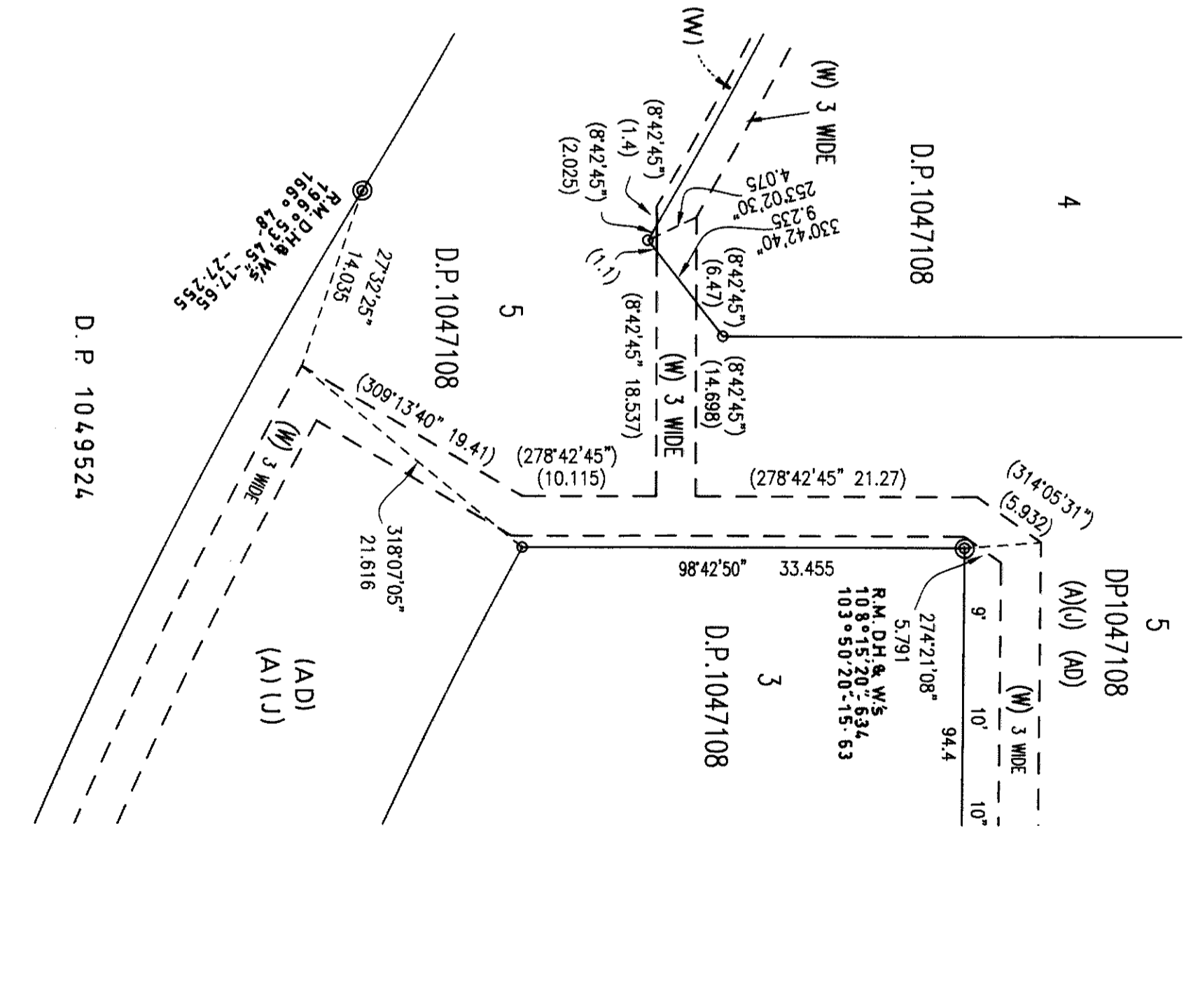
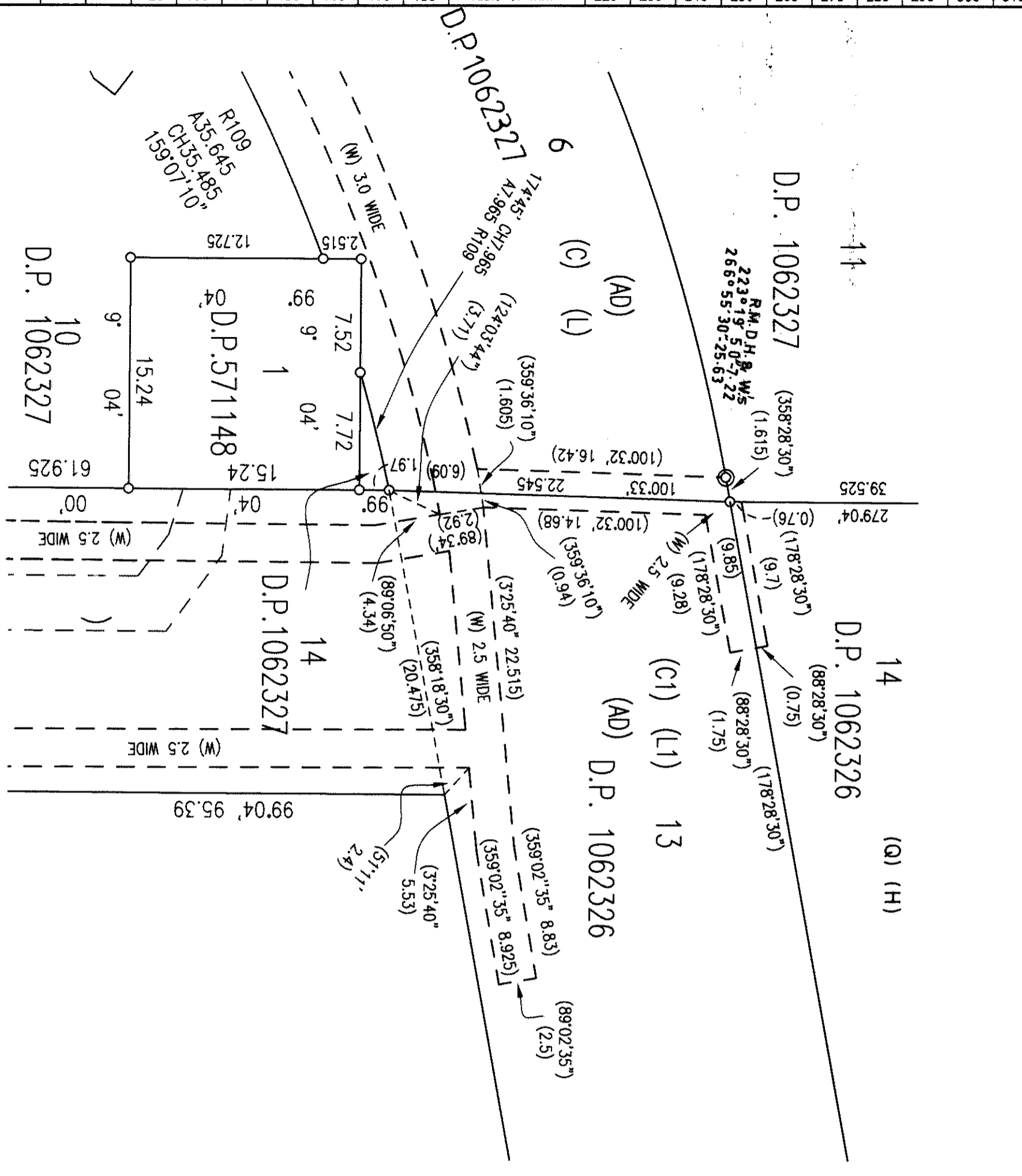
Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 3 sheets covered by subdivision certificate No.

Authorised Person/General Manager/Accredited Certifier
For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1: 1250
SURVEYOR'S REFERENCE: 001011 EAS

- (W) - EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE, 3 WIDE & VAR.
- (AD) - EASEMENT FOR ACCESS & DRAINAGE (ENTIRE LOT)
- (C) - EASEMENT FOR PUBLIC ACCESS (D.P.1062327).
- (L) - EASEMENT FOR SERVICES (D.P.1062327).
- (C1) - EASEMENT FOR PUBLIC ACCESS (D.P.1062326).
- (L1) - EASEMENT FOR SERVICES (D.P.1062326).
- (A) - EASEMENT FOR PUBLIC ACCESS (D.P.1047108).
- (J) - EASEMENT FOR SERVICES (D.P.1047108).
- (H) - EASEMENT FOR PUBLIC ACCESS (D.P.1062326 & 6)
- (Q) - EASEMENT TO DRAIN WATER (D.P.1062326)
- EASEMENT FOR ACCESS & DRAINAGE AFFECTS THE WHOLE OF LOT 5 D.P.1047108, LOT 6 D.P.1062327 & LOT 13 D.P.1062326.



DP1071169

Registered: 23. 8. 2004

This is sheet 3 of my plan in 3 sheets dated

Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan of 3 sheets covered by subdivision certificate No.

Authorised Person/General Manager/Accredited Certifier

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

Reduction Ratio 1: AS SHOWN

SURVEYOR'S REFERENCE: 001011 EAS

Plan Drawing only to appear in this space

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

(Sheet 1 of 4 Sheets)

DP1071169

OF EASEMENTS WITHIN LOTS
4 & 5 DP 1047108, LOT 6
DP 1062327, LOT 13 & 14
DP 1062326.

PART 1

**Full name and address of proprietor of
the land:**

Walker Corporation Pty Ltd
Sarkem Pty Limited

**1. Identity of Easement or
Restriction firstly referred to in
Abovementioned Plan:**

Easement for Water Supply Purposes
2.5 WIDE 3 WIDE & VAR.

Schedule of Lots etc Affected

Lots Burdened

4 DP 1047108
5 DP 1047108
6 DP 1062327
13 DP 1062326
14 DP 1062326

Lots, Name of Road, or Authority
Benefited:

Sydney Water Corporation

**2. Identity of Easement or
Restriction firstly referred to in
Abovementioned Plan:**

Easement for Access and Drainage
Purposes (ENTIRE LOT)

Schedule of Lots etc Affected

Lots Burdened

5 DP 1047108
6 DP 1062327
13 DP 1062326

Lots, Name of Road, or Authority
Benefited:

Sydney Water Corporation



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

(Sheet 2 of 4 Sheets)

DP1071169

3. **Identity of Easement or Restriction firstly referred to in Abovementioned Plan:** Positive Covenant

Schedule of Lots etc Affected

Lots Burdened

5 DP 1047108
6 DP 1062327
13 DP 1062326

Lots, Name of Road, or Authority
Benefited:

Sydney Water Corporation



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

(Sheet 3 of 4 Sheets)

DP1071169

PART 2

1. Terms of Easement for Water Supply Purposes firstly referred to in the plan

An Easement for Water Supply Purposes in the terms set out in PART 1 of Memorandum 5736755 filed in Land and Property Information NSW.

The terms and of this Easement are to be read in conjunction with the terms of the Easement for Access and Drainage Purposes and the Positive Covenant secondly and thirdly referred to in the plan.

2. Terms of Easement for Access and Drainage Purposes secondly referred to in the plan

An Easement for Access and Drainage Purposes in the terms set out in PART 2 of Memorandum 5736755 filed in Land and Property Information NSW.

The terms of this Easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes and the Positive Covenant firstly and thirdly referred to in the plan.

3. Terms of Positive Covenant thirdly referred to in the plan

A Positive Covenant in the terms set out in PART 3 of Memorandum 5736755 file in Land and Property Information NSW.

The terms of this Positive Covenant are to be read in conjunction with the terms of the Easement for Water Supply Purposes and the Easement for Access and Drainage Purposes firstly and secondly referred to in the plan.

Name of Authority empowered to release, vary or modify the Positive Covenant thirdly referred to in the plan.

Sydney Water Corporation



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

(Sheet 4 of 4 Sheets)



Executed by WALKER CORPORATION
PTY LIMITED ACN 001 176 263

Mary Wilkinson
Signature of director

MARIE WILKINSON
Name of director (print)

[Signature]
Signature of director/company secretary
(Please delete as applicable)

DAVID ANN
Name of director/company secretary (print)

Executed by SARKEM PTY LTD
ACN 000 075 034

[Signature]
Signature of director

WILLIAM O. REYNOLDS
Name of director (print)

A. Cook
Signature of director/company secretary
(Please delete as applicable)

ANNETTE COOK
Name of director/company secretary (print)

Signed for SYDNEY WATER CORPORATION
by its Attorney WARREN FREDERICK WATKINS
JEFFREY FRANCIS COLENZO

who hereby state at the time of executing this instrument have
no notice of the revocation of the Power of Attorney Registered
No. 629 Book 1004 under the Authority of which this instrument
has been executed.

[Signature]

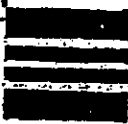
WITNESS [Signature]
MARTIN GRAMBLE

of Sydney Water.

DP1071169



STAMP DUTY



TRANSFER GRANTING EASEMENT

REAL PROPERTY ACT, 1990
 (See Instructions for Completion on back of form)

WD15870

\$ 93.00

Dominant Tenement (Land benefited)		Dominant Tenement (Land benefited)	
Torrens Title Reference		Torrens Title Reference	
DESCRIPTION OF LAND Note (a) VOLUME 10798 FOLIO 227 VOLUME 10798 FOLIO 228		VOLUME 13127 FOLIO 230 VOLUME 2596 FOLIO 195 VOLUME 7326 FOLIO 189	
TRANSFEROR (registered proprietor of dominant tenement) Note (b) ANZ EXECUTORS & TRUSTEE COMPANY LIMITED of 94 Queen Street, Melbourne			

(The abovesigned TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 2 and TRANSFERS and GRANTS the pipeline easement more particularly described in annexure "A" hereto

OFFICE USE ONLY

OVER

of the dominant tenement and appurtenant to the dominant tenement to the TRANSFEREE

C.S.R CHEMICALS PTY LIMITED of 1 O'Connell Street, Sydney

PRIOR ENCUMBRANCES
 Note (d)

subject to the following PRIOR ENCUMBRANCES:

EXECUTION
 Note (e)

DATE OF TRANSFER 3 October 1985
 We hereby certify this dealing to be correct for the purposes of the Real Property Act 1990.
 Signed in my presence by the transferor who is personally known to me
~~THIS COMMON SEAL OF ANZ EXECUTORS AND TRUSTEE COMPANY LIMITED WAS HERETO AFFIXED BY AUTHORITY OF ITS BOARD OF DIRECTORS AND IN THE PRESENCE OF A WITNESS (BLOCK LETTERS)~~

ANZ EXECUTORS & TRUSTEE COMPANY LTD. (Incorporated in Victoria) by its Authorized Signatories who declare that they have the notice of reservation of their authority under which this document is signed registered in the office of the Registrar General Sydney on No. 178 Book 2008.

Witness to both Signatures
 [Signatures]
 ROGER WHITMAN MCKILLEN
 Director Signatory of Transferor

Note (f)

Signed in my presence by the transferee who is personally known to me
 For Transferors execution see Annexure "A"

[Signature]
 Solicitor for
 18/9/85

TO BE COMPLETED BY LODGING PARTY
 Note (g) and (h)

LODGED BY ALLEN ALLEN & HEMSBY SOLICITORS & NOTARIES LEVEL 46 MLC CENTRE 19-29 MARTIN PLACE SYDNEY PHONE: 230 3777 RO 745		LOCATION OF DOCUMENTS CT OTHER Herewith In R.G.O. with Produced by	
Delivery Box Number 003	Extra Fee Checked by EBN	REGISTERED 2 -12-1985 Registrar General RA7	ON LAND DESC SIM... FOR 734-189 M... OVER 30/19 CIS

OFFICE USE ONLY
 S of 159 BT

RP 178

INSTRUCTIONS FOR COMPLETION

- This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.
 Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.
 Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing.
 If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as to erasure and signed by the parties and the witnessing witnesses.
 Registered mortgages, charges and leases of the relevant tenement should contain to the grant of easement; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.
 Rule up all blanks.
 The following instructions relate to the side notes on the form.
- (1) Description of land. **TORRENS TITLE REFERENCE**—insert the current Folio (identifiers or Volume and folios of the Certificate of Title/Crown Grants for both the dominant and servient tenements; page 175/2123-6) or Vol. 6114 Fol. 126.
 - (2) Show the full name, address and occupation or description.
 - (3) State the nature of the easement (see, e.g. section 801A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 89 of the Conveyancing Act, 1919.
 - (4) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the content of the mortgage, lease or charge is furnished), and of any writ returned in the Register.
 - (5) Execution.
 - (a) **GENERALLY** (i) Should only be completed where the execution of this dealing, was an erasure sheet.
 - (ii) The certificate of conveyance under the Real Property Act, 1908 must be signed by all parties to the dealing in the presence of an adult witness, not being a party to the dealing, or witness as to its execution.
 - (iii) The holder for the transfer may sign the certificate on behalf of the transferor, the holder's name (not that of his land) to be typewritten or printed adjacent to his signature. His signing ability or any family carrying in his name to the same as provided by section 117 of the Real Property Act, 1908.
 - (b) **ATTORNEY** (i) If the transfer is executed by an attorney for the transferor pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of attestation must indicate the source of his authority. E.g. "All by an attorney for receipt or delivery, in the name of the [X] person to power of attorney registered book []".
 - (ii) If the transfer is executed by an attorney (other than specified in (b)(i)), the form of attestation must indicate the attorney, his full name and other authority pursuant to which the transfer has been effected.
 - (c) **CORPORATION** (i) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g. in accordance with the Articles of Association of the corporation. Each person attesting the signing of the seal must state his position (e.g. Director, Secretary) in the corporation.
- (6) Insert the name, postal address, Document Exchange reference, telephone number, and delivery box number of the lodging party.
 (7) The lodging party is to complete the **LOCATION OF DOCUMENTS** panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. LHA, in an abbreviated form, other documents lodged, e.g. stat. dec. for statutory declaration, plea for probate, LJA for letters of administration.

OFFICE USE ONLY

DIRECTION PROP No. of Entries		FIRST SCHEDULE DIRECTIONS				
(1) FOLIO IDENTIFIER	(2) N.	(3) SHARE	(4) I/P	NAME AND DESCRIPTION		
SECOND SCHEDULE & OTHER DIRECTIONS						
(1) FOLIO IDENTIFIER (OR APPROPRIATE FOLIO IDENTIFIER)	(2) DIRECTION	(3) MONTH TYPE	(4) DEALING NUMBER	(5) DETAILS		
16798-227/228	ON	EA	W15870	Transfer and Grant Easement for pipelines over existing line of pipes affecting the part of land within described shown so burdened in plan with W15870		
13127-238 7326-189	ON	EA	W15870	Transfer and Grant Easement for pipelines over existing line of pipes appurtenant to the land within described affecting the part of the land shown so burdened in plan with W15870.		
7326-189	CT		415			
13127-238	CT		45A			
Remainder	of CT		21.			

"A"

THIS IS THE ANNEXURE MARKED "A" REFERRED TO IN TRANSFER GRANTING EASEMENT
BETWEEN ANZ EXECUTORS & TRUSTEE COMPANY LIMITED (TRANSFEROR) AND C.S.R.
CHEMICALS LIMITED (TRANSFEEEE)

DATED THE 3rd DAY OF October, 1985

The Transferor hereby grants Full and free right leave liberty and licence for the Transferee and its successors to erect construct pipe repair inspect renew maintain use and remove underground transmission pipes with the appurtenances and apparatus thereof and ancillary works (hereinafter called "the Pipe") for the transmission of ethylene and for purposes incidental thereto under and along the servient tenement AND to cause or permit ethylene to flow or be transmitted through and along the Pipe and for the purposes of the erection construction and placement repair inspection renewal maintenance use and removal of the Pipe to enter into and upon the servient tenement or any part thereof at all reasonable times and (except in the case of an emergency) upon giving reasonable notice with surveyors workmen vehicles materials machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary machinery implements and things AND the Transferor hereby covenants with the Transferee THAT the Transferor will not erect or permit to be erected any building or other erection of any kind or description on over or under the servient tenement or alter the surface level thereof or carry out any form of construction affecting the surface, undersurface or subsoil thereof without the permission in writing of the registered proprietor for the time being of the dominant tenement being first had and obtained (which permission shall not be unreasonably withheld) PROVIDED that anything permitted by the Transferee or its successors under the foregoing easement shall be executed in all respects in accordance with the reasonable requirements of the Transferee and to the reasonable satisfaction of the Engineer of the Transferee for the time being AND the Transferee and its successors (each in relation only to the period of time in respect of which it is the registered proprietor of the dominant tenement or any part thereof) agrees to indemnify and keep indemnified the Transferor from and against all actions suits claims and demands of whatsoever nature which may be brought against the Transferor and all costs charges and expenses which the Transferor may incur in respect of any accident and injury and/or damage to any person or property which may occur during the said term through any cause which may be consequent upon the use of the servient tenement by the Transferee notwithstanding that the conditions and covenants herein contained or referred to shall in all respects have been observed by the Transferee or that any such accident injury and/or damage shall arise from any act or thing which the Transferee may be authorised or compelled to do in respect of the conditions attaching to this Easement PROVIDED HOWEVER that this indemnity shall not be deemed to cover any action suit claim demand cost charge or expense arising from any act default or negligence on the part of the Transferor its servants or agents AND for the purposes of Section 88 of the Conveyancing Act, 1919 IT IS HEREBY AGREED AND DECLARED:

- (a) That the land to which the benefit of the foregoing easement and covenant relates is the whole of the land in the following Certificates of Title:-

Volume	Folio
13127	238
7326	189

FPZ11365;CON:TM:27.9.85.

W. A. Bennett
[Signature]

- (b) That the land subject to the burden of the foregoing easement and covenant is that part of the land in Certificate of Title Volume 10798 Folios 227 and 228 as identified on the plan annexed hereto and marked "B" as "Proposed Easement for Ethylene Gas Line over existing line of Pipes".
- (c) The person having the right to release vary or modify the foregoing covenant is the registered proprietor for the time being of the dominant tenement.

~~THE COMMON SEAL OF ANS
EXECUTORS & TRUSTEE COMPANY
LIMITED~~ was hereto affixed
in accordance with its
Articles of Association and in
the presence of:-

.....
Secretary

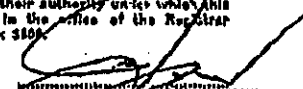

The Common Seal of
CSR Chemicals Limited
was affixed hereto by
authority of the Board
in the presence of the
Directors who have
signed opposite hereto
and in the presence of


Secretary

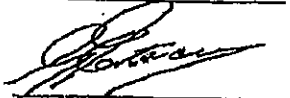
.....
Director

ANS EXECUTORS & TRUSTEE COMPANY LTD. (Incorporated
in Victoria) by its Authorised Signatories who ~~do~~ ^{do not}
have no notice of cessation of their authority under which this
document is signed registered in the office of the Registrar
General Sydney No. 178 Book 3108.

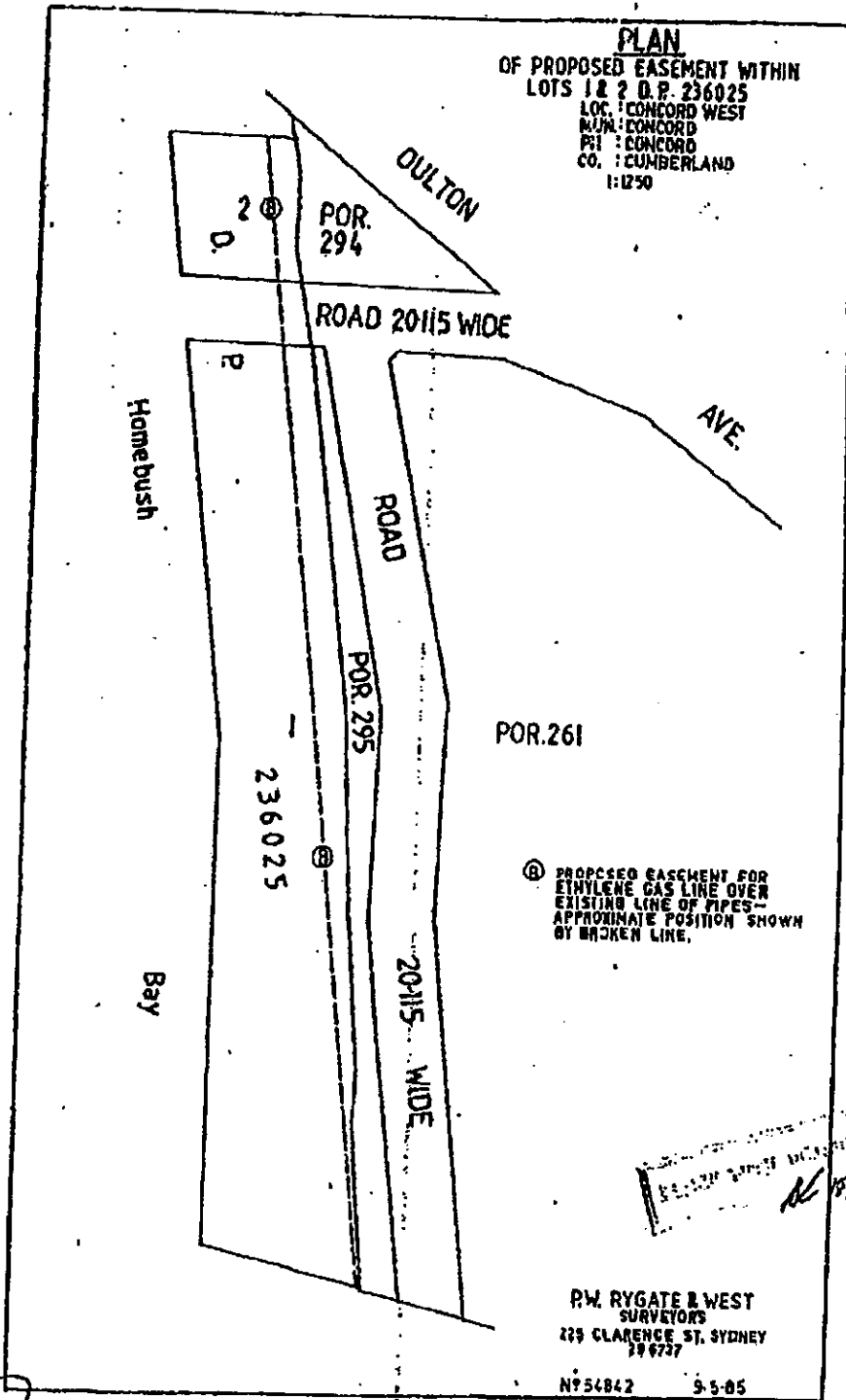
Witness to both Signatures


JOHN BROWNE

ROGER WILLIAM HICKMAN

W. G. Bennett



This is the plan marked "B" referred to in Transfer Granting Easement between ANZ Executors & Trustees Company Limited (Transferor) and C.S.R. Chemicals Pty Limited (Transferee) dated the 3rd day of October 1985.



[Handwritten signature]
L.A. Baird

Form: 20EV
Licence: 08-09-927
Licensee: LEAP Legal Software Pty Limited
Firm name: Hall's Strata Law Pty Ltd

VARIATION OF EASEMENT



AJ4676Q

New South Wales
Section 47(5A) Real Property Act 1

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	Servient Tenement CP/SP76920	Dominant Tenement CP/SP75931
(B) EASEMENT VARIED	Number of Easement SP76920	Nature of Easement Right of Access for Use of Pool (A) (RA1)
(C) LODGED BY	Document Collection Box IW	Name, Address or DX, Telephone and Customer Account Number if any Hall's Strata Law Pty Ltd PO Box 843, Rozelle NSW 2039 Tel: 9660 6314 Reference: RH:12105
		CODE EV
(D) APPLICANT (1)	Registered proprietor of the servient tenement The Owners - Strata Plan No. 76920	
(E) APPLICANT (2)	Registered proprietor of the dominant tenement The Owners - Strata Plan No. 75931	

- (F) The applicants, having varied the above easement as set out in annexure A hereto apply to have the
- (G) variation recorded on the relevant Torrens Title.
- (H) The consent of any registered lessee of the dominant tenement or the servient tenement is annexed hereto and marked **DATE**

SEE ANNEXURE B FOR EXECUTION

ANNEXURE A

TO VARIATION OF EASEMENT SP76920 - RIGHT OF ACCESS FOR USE OF POOL (A)

SERVIENT TENEMENT – CP/SP76920
DOMINANT TENEMENT – CP/SP75931

The easement is varied by addition of the following clause:

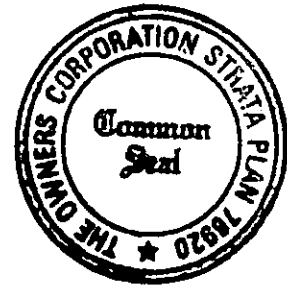
1.3 In addition to all other obligations, the owner of the Burdened lot and the owner of the Benefited lot will share the costs of maintenance of the pool the subject of this right of access, including the electrical, water and repair costs in the following proportions:

- The owner of the Burdened lot: 48% of the expenses;
- The owner of the Benefited lot: 52% of the expenses

and the owner of the Benefited lot will pay its share at regular intervals; on demand from the owner of the Burdened lot and on production of a tax invoice or tax invoices.



[Handwritten Signature]
PHILLIP COURT



ANNEXURE B

This is page 1 of 2 pages forming Annexure B to

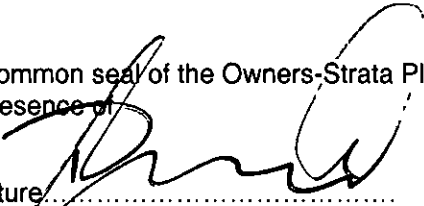
VARIATION OF EASEMENT SP76920 - RIGHT OF ACCESS FOR USE OF POOL (A)

SERVIENT TENEMENT – CP/SP76920
DOMINANT TENEMENT – CP/SP75931

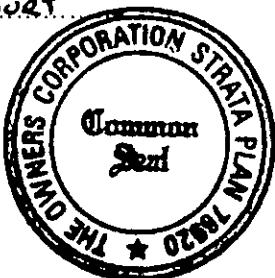
EXECUTION in accordance with

Approved form 23 Attestation

The common seal of the Owners-Strata Plan No 76920 was hereunto affixed on ^{13 October 2014} in the presence of

Signature 
Name PHILLIP COURT

Signature.....
Name.....



being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

[^]Insert appropriate date

ANNEXURE B

This is page 2 of 2 pages forming Annexure B to

VARIATION OF EASEMENT SP76920 - RIGHT OF ACCESS FOR USE OF POOL (A)

SERVIENT TENEMENT – CP/SP76920
DOMINANT TEMENENT – CP/SP75931

EXECUTION in accordance with

Approved form 23

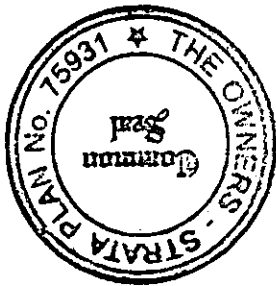
Attestation

The common seal of the Owners-Strata Plan No 75931 was hereunto affixed on 13 October 2014 in the presence of

Signature *[Handwritten Signature]*
Name PHILIP COVAT

Signature.....
Name.....

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



^Insert appropriate date

Approved Form 8

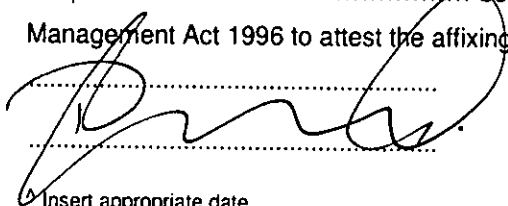
Certificate of Owners Corporation

The Owners - Strata Plan No. 75931 certifies that on 14/04/14 it passed a special resolution accepting a;

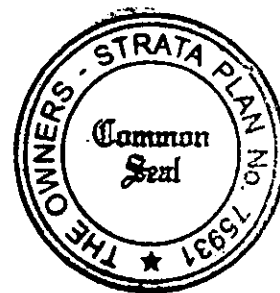
~~*(1) *Transfer / *Lease #~~
pursuant to section 19 Strata Schemes (Freehold Development) Act 1973, or section 22 Strata Schemes (Leasehold Development) Act 1986,

~~*(2) Plan and~~ section 88B instrument # SP 76920
pursuant to section 26 Strata Schemes (Freehold Development) Act 1973, or section 30 Strata Schemes (Leasehold Development) Act 1986.

The common seal of the Owners - Strata Plan No. 75931 was hereunto affixed on 13 October 2014 in the presence of Phillip Court being the person(s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.



- Insert appropriate date
- * Strike out if inapplicable
- # Provide sufficient details to particularly identify the transfer, lease or plan to which this certificate relates.



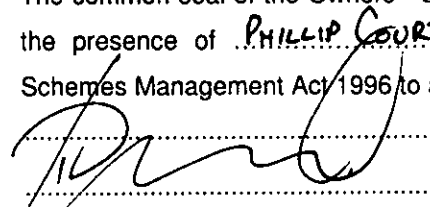
Approved Form 9

Certificate of Owners Corporation

The Owners - Strata Plan No. 76920 certifies that:

- (1) On [^]18/9/13 it passed a special resolution agreeing to the execution of the dealing ~~or plan~~
• SP 76920 VARIATION OF EASEMENT pursuant to section 28(4) Strata Schemes
(Freehold Development) Act 1973 or section 32(4) Strata Schemes (Leasehold Development) Act
1986;
- (2) The requirements of section 28(3)(a)(ii) Strata Schemes (Freehold Development) Act 1973 or
section 32(3)(a)(ii) Strata Schemes (Leasehold Development) Act 1986 have been complied with
in respect of the said dealing or plan.

The common seal of the Owners - Strata Plan No. 76920 was hereunto affixed on [^]13 October 2014 in
the presence of PHILLIP COURT being the person (s) authorised by section 238 Strata
Schemes Management Act 1996 to attest the affixing of the seal.

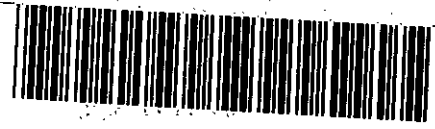


* Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.
^ Insert the applicable date.



Form: 15CH
Release: 2.1

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



AN287880H

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/SP76920	
(B) LOGGED BY	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 413 659 677 (LPI Customer Account Number: 135632E) Reference: BLA/1398
		CODE CH

- (C) The Owners-Strata Plan No. 76920 certify that a special resolution was passed on 20/11/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. 16 & 31
Added by-law No. 31 & Special By-law No.5
Amended by-law No.
as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 76920 which includes new Added By-law No.31 on page 12 of 28 & Added Special By-law No.5 starting from Page 24 of 28 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1
- (G) The seal of The Owners-Strata Plan No. 76920 was affixed on 24 APRIL 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: *M. Gibson*
 Name: MARC GIBSON
 Authority: STRATA MANAGING AGENT

Signature:
 Name:
 Authority:



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 76920

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Special By-Law 1 – Installation of Floor Coverings

Special By-Law 2 – Parking Bollards

Special By-Law 3 – Use of Swimming Pool area

Special By-Law 4 – Installation of Floor covering

Special By-Law 5 – Works For Lot 96

The seal of The Owners-Strata Plan No 76920 was affixed on 24 APRIL 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(s): M. G

Name(s) [use block letters]: MARC GIBSON

Authority: STRATA MANAGING AGENTS



Instrument setting out the terms of by-laws to be created upon registration of the strata plan

1. Definitions and Interpretation

1.1 Statutory Definitions

In this instrument, a word or expression has the meaning given to it in the Strata Management Act if it is:

- a) Defined in that act and
- b) Used but not defined in this instrument.

1.2 Further Definitions

In this instrument, unless the context clearly indicates otherwise:

Advertising means any sign, placard, banner, notice or other marketing material.

Affected Common Property has the meaning given to it in By-law 21.

Air-Conditioning System means air-conditioning plant and associated pipes, wires, cables and ducts installed at any time.

Authority means any governmental or semi-governmental, administrative, fiscal or judicial department or entity, a statutory agency or authority and includes the Council.

Building means the building constructed within the Strata Parcel.

Common Property means the common property in the Strata Scheme.

Council means the City of Canada Bay Council.

Facilities Manager means the facilities manager that may be appointed by the Owners Corporation under By-law 31.

Facilities Management Agreement has the meaning given to it in By-Law 31.

Garbage Room means any room designated as such by the Owners Corporation.

Installation Parameters means the provisions of By-Law 26.

Lot means a lot in the Strata Plan.

Occupier means a lessee, a licensee or a person who is otherwise in lawful occupation of a Lot.

Owner means the owner or mortgagee in possession of a lot.

Rhodes Waterside means the land formerly comprised in lots 1 to 9 (inclusive) in deposited plan 1047108 and lot 22 in deposited plan 624240.

Refurbish includes, but is not limited to:

- a) the treatment, of external surfaces of Common Property by painting, staining or polishing, as applicable or otherwise; and
- b) the treatment, of internal surfaces of Common Property by painting, staining or polishing, as applicable or otherwise; and
- c) the replacement or the removal without replacement of any floor covering in Common Property, including carpet and floor tiles which are worn or damaged and in need of replacement; and
- d) the replacement of any loose furnishings and chattels which are worn or damaged or otherwise in need of replacement or the removal without replacement of loose furnishings and chattels which are worn or damaged.

Rules - has the meaning given to it in By-law 28.

Security Key means a key, card, fob, proximity reader or other device used to

- (a) open and close doors, gates and other means of regulating ingress and egress into and out of the Strata Parcel; or
- (b) operate alarms, security systems or communications systems.

Selling and Leasing Activities means the activities relating to the sale, including sale by auction, and leasing of:

- a) Lots; and
- b) Lots in any strata scheme within Rhodes Waterside.

SREP 29 has the meaning given to it in By-Law 36.

Strata Management Act means the Strata Schemes Management Act 1996.

Strata Manager means a strata managing agent appointed under the Strata Management Act by the Owners Corporation and, if no person is for the time being so appointed, the secretary of the Owners Corporation.

Strata Parcel means the land the subject of the Strata Scheme.

Strata Plan means the strata plan with which this instrument is registered.

Strata Scheme means the strata scheme created on registration of the Strata Plan.

Walker Corporation means Walker Corporation Pty Limited ACN 001 176 263, its successors and assigns and any persons authorised by Walker Corporation Pty Limited.

1.3 Interpretation

In this instrument, unless the context clearly indicates otherwise:

- a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown and any other organisation or type of legal entity; and
- b) 'including' is not a word of limitation; and
- c) the words 'at any time' mean at any time and from time to time; and
- d) the word 'vary' means add to, delete from or cancel; and
- e) 'maintain and 'maintain in good condition' includes keep clean and tidy; and
- f) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument; and
- g) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually; and
- h) a reference to a natural person includes their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns; and
- i) a reference to a company includes its successors and permitted assigns; and
- j) a reference to a document is a reference to a document of any kind including a plan; and
- k) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is to be taken to be substituted a body or authority having substantially the same objects as the names body or authority; and
- l) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for any subordinate legislation issued under that legislation or legislative provision; and
- m) a reference to a time is to that time in Sydney; and
- n) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day; and
- o) a requirement to do any thing in this instrument includes a requirement to cause that thing to be done; and
- p) a word that is derived from a defined word has a corresponding meaning; and
- q) the singular includes the plural and vice-versa; and
- r) words importing one gender include all others.

1.4 Headings

Headings are inserted for convenience and do not affect the interpretation of this instrument.

1.5 Any notice, demand, approval, request, application or communication under this instrument must be in writing.

2. Noise

An owner or occupier must not create any noise likely to interfere with the peaceful enjoyment of any part of the Strata Parcel by another Owner or Occupier or any person lawfully on the Strata Parcel.

3. Standing and Parking Vehicles

An Owner or Occupier must not stand or park any motor or other vehicle on Common Property except with the prior approval of the Owners Corporation.

4. Obstruction of Common Property

An Owner or Occupier must not obstruct the lawful use of Common Property by any person except on a temporary and non-recurring basis.

5. Damage to Lawns and Plants on Common Property

An Owner or Occupier must not, except with the prior written approval of the Owners Corporation:

- a) damage any lawn, garden, tree, shrub, plant or flower on Common Property; or
- b) use for their own purposes as a garden, any part of Common Property.

6. Damage to Common Property

6.1 An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, anything that forms part of Common Property except with the prior approval of the Owners Corporation.

6.2 An approval given by the Owners Corporation under By-Law 6.1 cannot authorise any additions to Common Property.

6.3 This By-law 6 does not prevent an Owner or person authorised by an Owner from installing:

- a) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;
- b) any screen or other device to prevent entry of animals or insects into the Owner's Lot, provided that any screen installed has a frame of extruded aluminium, with an Citi Pearl powdercoat (to match the window frame) with a PVC black mesh infill; or
- c) Any structure or device to prevent harm to children; or
- d) Any device used to affix decorative items to the internal surfaces of walls in the Owners Lot.

6.4 Any locking or other safety device, screen, structure or device referred to in By-law 6.3 must:

- a) be installed in a competent and proper manner;
- b) in the case of a deadlock, be installed by an authorised locksmith and comply with minimum requirements from time to time of any relevant Governmental Agency and be approved by the fire systems certifier appointed by the Owners Corporation;
- c) comply with any guidelines and aesthetic standards prescribed by the Owners Corporation from time to time in connection with its appearance and installation; and
- d) have an appearance after it has been installed in keeping with the appearance of the rest of the building.

6.5 Despite section 62 of the Strata Management Act, the Owner of a lot must:

- a) maintain and keep in a state of good and serviceable repair any locking or other safety device, screen, structure or device referred to in By-law 6.3 that forms part of Common Property and that services the Lot; and
- b) repair any damage caused to any part of Common Property by the installation or removal of any locking or other safety device, screen, structure or device referred to in By-law 6.3 that forms part of Common Property and that services the Lot.

6.6 The operation of this By-law 6 is subject to specific rights under any other by-law.

7. Behaviour of Owners and Occupiers

An Owner or Occupier on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another Owner or Occupier or to any person lawfully on Common Property.

8. Children Playing on Common Property

An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building 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.

9. Owners and Occupiers are Responsible for Others

9.1 An Owner or Occupier must take all reasonable steps to ensure that any person on the Strata Parcel with their express or implied consent:

- a) complies with these by-laws and any applicable Rules; and
- b) leaves the Strata Parcel if they do not comply with these by-laws or any applicable Rules; and
- c) does not do anything they are not themselves entitled to do under these by-laws or any applicable Rules, including behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any person lawfully on Common Property.

9.2 If an Owner or Occupier leases or licenses their Lot (or part of their Lot) the Owner or Occupier must:

- a) give their tenant or licensee a copy of these by-laws and any applicable Rules;
- b) take reasonable steps to ensure the tenant or licensee and their visitors comply with these by-laws and any applicable Rules or leave the Strata Parcel; and

- c) take all action reasonably available to them, including action under the lease or licence agreement, to ensure the tenant or licensee and their visitors comply with these by-laws and any applicable Rules or leave the Strata Parcel.

10. Depositing Waste and Other Material on Common Property

- 10.1 An Owner or Occupier must not dump, deposit or throw on Common Property any waste, dirt, dust or other material or discarded item except with the prior approval of, or as directed by, the Owners Corporation.
- 10.2 The Owners Corporation may recover from any Owner or Occupier, as a debt due to the Owners Corporation on demand, any cost incurred by the Owners Corporation associated with the removal of any waste, dirt, dust or other material or discarded item dumped, deposited or thrown on Common Property by an offending Owner or Occupier.

11. Waste Disposal

An Owner or Occupier must:

- a) comply with all requirements by the Owners Corporation or any Authority in respect of the storage, disposal and recycling of waste; and
- b) drain and securely wrap all waste and place it in a garbage chute or in the appropriate area in a Garbage Room; and
- c) not put in a garbage chute:
 - (i) bottles or glass; or
 - (ii) liquids; or
 - (iii) items that weigh more than 2.5 Kilograms; or
 - (iv) boxes or other items that might block the garbage chute; and
- d) safely and securely wrap all broken glass before placing it in the appropriate area in a Garbage Room; and
- e) drain and clean bottles and make sure they are not broken before placing them in the appropriate area in a Garbage Room;
- f) contact the Facilities Manager or if there is not Facilities Manager, the Strata Manager to arrange for the removal of large items desired to be discarded and quantities of waste or liquids that are poisonous or environmentally dangerous; and
- g) not deposit any waste, dirt, dust or other material or discarded item on Common Property other than in the appropriate area in a Garbage Room.

12. Hanging of Washing and Other Items

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other similar article on any part of their Lot or on Common Property in such a way as to be visible from outside the building other than in areas, if any, designated by the Owners Corporation for the purpose and in these areas only for a reasonable period.

13. Cleaning Windows and Doors

- 13.1 Except in the circumstances referred to in By-Law 5, an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property.
- 13.2 The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

14. Storage of Inflammable Liquids and Other Substances and Materials

- 14.1 An Owner or Occupier must not, except with the prior approval of the Owners Corporation, use or store on their Lot or on Common Property any inflammable chemical, liquid, gas or other material.
- 14.2 This By-law 14 does not apply to:
 - a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes or otherwise in connection with the lawful use of a Lot, that are only kept in reasonable quantities and which do not invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation, in particular, barbeque gas cylinders up to maximum size of 4.5kg; or
 - b) any chemical, liquids, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

15. Moving Furniture and Other Objects on or through Common Property

- 15.1 An Owner or Occupier must not move any item of furniture or large object through Common Property unless sufficient notice has first been given to the executive committee, so as to enable the executive committee to arrange for its nominee to be present at the time when the Owner or Occupier does so.
- 15.2 If the tasks of the Executive Committee under By-Law 15.1 can be carried out by the Facilities Manager under the Facilities Management Agreement the Owner or Occupier must give the notice referred to in By-Law 15.1 to the Facilities Manager.
- 15.3 The Owners Corporation may resolve that items of furniture and large objects are to be moved through Common Property in a specified manner.
- 15.4 If the Owners Corporation has specified, by resolution, the manner in which items of furniture or large objects are to be moved through Common Property, an Owner or Occupier must not move any item of furniture or large object through Common Property except in accordance with that resolution.

16. Floor Coverings (Repealed By-law)

17. Keeping of Animals

- 17.1 Subject to section 49(4) of the Strata Management Act, an Owner or Occupier must not, except with the prior written approval of the Owners Corporation, keep any animal (except a cat, a small dog, a small caged bird or fish in secure aquarium) on their Lot or on Common Property.
- 17.2 The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot or on Common Property.
- 17.3 An Owner or Occupier must obtain the approval of the Owners Corporation before they keep on their Lot or on Common Property:
- any animal other than a type of animal referred to as excepted in By-law 17.1;
 - more than one dog at the same time; or
 - more than one cat at the same time.
- 17.4 If an Owner or Occupier may keep an animal on their Lot or on Common Property under this By-law 17, then the Owner or Occupier:
- must notify the Owners Corporation that the animal is being kept on their Lot or on Common Property; and
 - must ensure that the animal is at all times kept under control and usually within the confines of their Lot; and
 - must ensure that the animal does not enter any part of Common Property designated by the executive committee as an area on which animals may not enter and, when the animal is on any part of the Strata Parcel other than their Lot, that the animal is accompanied by the Owner or Occupier or other responsible person;
 - must, when the animal is on any part of the Strata Parcel other than their Lot, carry or keep the animal appropriately tethered and under control;
 - is liable to other Owners and Occupiers and to any person lawfully using Common Property for:
 - any noise caused by the animal which is disturbing to an extent which is unreasonable; and
 - damage to or loss of property or injury to any person caused by the animal;
 - is responsible for promptly cleaning up after the animal has disturbed or soiled any part of the Strata Parcel; and
 - must, if in the opinion of the executive committee, acting reasonably, the Owner or Occupier is not complying with this By-Law 17 and the executive committee so requests, remove the animal from the Strata Parcel.
- 17.5 This By-law 17 does not prevent the keeping of a dog used as a guide or hearing dog.

18. Appearance of Lot

- 18.1 An Owner or Occupier must not, except with the prior approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building. Any window covering or glass door covering must have a plain white or off-white backing so that when such coverings are drawn across the window or glass door, only the plain white or off-white backing is visible from outside the Lot. Vertical blinds are prohibited.
- 18.2 An Owner or Occupier must not, except with the prior approval of the Owners Corporation, install on the Lot or on Common Property any radio or television aerial, satellite or any receiving or transmitting device, security device or associated wires.
- 18.3 An Owner or Occupier must not operate from the Lot or from Common Property any radio, transmitter, receiver, telecommunications device or electronic equipment that may interfere with any domestic appliance or apparatus lawfully in use on the Strata Parcel.

19. Change in Use of Lot to be Notified

- 19.1 An Owner or Occupier 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).
- 19.2 An Owner or Occupier must not use the Lot for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the good reputation of the Strata Scheme.
- 19.3 If the Lot comprises an area for car parking, such area must be used only for the purpose of parking a motor vehicle and must not be used as an area for storage of any other items

20. Insurance Premiums

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, do or permit to be done anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

21. Carrying out Building Work on a Lot

- 21.1 The Owners Corporation approves an Owner or an Occupier (with the Owners Corporation's prior approval) carrying out building work on their Lot, including the installation of a toilet, a basin, a bathroom, a kitchen and other items forming part of the general fit-out of the Lot, and on so much of Common Property, the use of which is reasonably necessary for the carrying out of the Building work (Affected Common Property), on the following conditions:

- a) the Owner and the Occupier indemnify the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the carrying out of the building work contemplated by this By-Law 21 and the use of the result of the building work; and
- b) neither the carrying out of the building work nor the use of the result of the building work damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise or voids any warranties that the Owners Corporation or any other Owner or Occupier are entitled to; and
- c) if any exhaust system is to be installed, including a kitchen exhaust hood, its size and type must be certified as appropriate by a qualified mechanical consultant; and
- d) the Owners Corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair Affected Common Property, except for anything added to Common Property.

21.2 An Owner or an Occupier desiring to exercise rights under this By-law 21 must:

- a) Before doing any building work:
 - (i) give written notice to the owners corporation; and
 - (ii) ascertain from the Facilities Managing or, if there is no Facilities Manager, the Strata Manager, where service lines, pipes and conduits are located; and
 - (iii) arrange with the Facilities Manager, or if there is no Facilities Manager, the Strata Manager suitable times and means by which access to the Building may be obtained; and
 - (iv) if the Owners Corporation so requests in writing, provide a certificate from a structural engineer or a services engineer or both, that the proposed work will not have any adverse effect on Common Property or any Lot; and
 - (v) if the Owners Corporation so requests, provide evidence of such insurances as the Owners Corporation reasonably requires in connection with the building work to be carried out; and
- b) comply with the reasonable requirements of the Facilities Manager or, if there is no Facilities Manager, the Strata Manager, about the times and means by which access to the Building is obtained and the building work is carried out; and
- c) ensure that tradespeople and any persons involved in doing the building work comply with the reasonable requirements of the Facilities Manager or, if there is no Facilities Manager, the Strata Manager, about the times and means by which access to the Building is obtained and the building work is carried out; and
- d) not damage Common Property or service lines, pipes or conduits or interfere with or interrupt them or any of them; and
- e) do the building work properly and to the reasonable satisfaction of any relevant Authority and, in respect of any Common Property which is affected, to the reasonable satisfaction of the Owners Corporation; and
- f) repair any damage caused to Common Property or the property of another Owner or Occupier; and
- g) causes as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots.

21.3 The Owners Corporation may for the purposes of this By-Law 21 at any time prescribe the days and hours of the day during which access to the Building may be obtained for the carrying out of Building work.

22. Changing Non-Structural Walls

22.1 An Owner or an Occupier (with the Owners Corporation's prior approval) may:

- a) alter or remove non structural walls in their Lot; and
- b) make openings in non-structural Common Property walls between two Lots owned by that Owner on the following conditions:
 - i) the Owner and the Occupier must indemnify the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the carrying out of the building work contemplated by this By-Law 22 and the use of the result of building work; and
 - ii) neither the carrying out of the building work nor the use of the result of the building work damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise or voids any warranties that the Owners Corporation or another Owner or Occupier are entitled to; and
 - iii) the Owners Corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair Common Property, the use of which is reasonably necessary for the carrying out of the building work, except for anything added to Common Property.

22.2 An Owner or an Occupier desiring to exercise rights under this By-Law 22 must:

- a) before doing any building work:
 - (i) give written notice to the Owners Corporation
 - (ii) arrange with the Facilities Manager, or if there is no Facilities Manager, the Strata Manager, suitable times and means by which access to the Building may be obtained; and
 - (iii) ascertain from the Facilities Manager, or if there is no Facilities Manager, the Strata Manager, where service lines, pipes and conduits are located; and
 - (iv) if the Owners Corporation so requests provide a certificate from a structural engineer or an architect that the proposed building work will not have any adverse effect on Common Property or any Lot; and
 - (v) if the Owners Corporation so requests provide evidence of such insurances as the Owners Corporation requires in connection with the building work to be carried out; and

- b) comply with the reasonable requirements Facilities Manager, or if there is no Facilities Manager, the Strata Manager, about the time and means by which access to the Building is obtained and the building work is carried out;
 - c) ensure that tradespeople and any persons involved in doing the building work comply with the reasonable requirements of the Facilities Manager, or if there is no Facilities Manager, the Strata Manager, about the times and means by which access to the building is obtained and the building work is carried out;
 - d) not damage Common Property or service lines, pipes or conduits or interfere with or interrupt them or any of them; and
 - e) do the building work properly and to the reasonable satisfaction of the Owners Corporation and any relevant Authority; and
 - f) repair any damage caused to Common Property or the property of another Owner or Occupier; and
 - g) cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots.
- 22.3 The Owners Corporation may for the purposes of this By-Law 22 from time to time prescribe the days and hours of the day during which access to the building may be obtained for the carrying out of building work.

23. Carrying out Minor Work on Common Property

- 23.1 An Owner or an Occupier (with the Owner's prior approval), may do minor building work or make minor alterations to the interior of Common Property enclosing the Lot (for example, attach anything to Common Property or put nails or screws into Common Property walls), which has no material adverse effect on Common Property.
- 23.2 An Owner must not remove or alter any structural wall, except with the prior approval of the Owners Corporation and in compliance with the Strata Management Act.
- 23.3 An Owner or Occupier must not affix any lattice or grill to any part of the terrace or balcony area of the Owner's Lot that is not in keeping with the appearance of the rest of the Building except with the prior approval of the Owners Corporation.

24. Refurbishment of Common Property

In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation has the power to Refurbish Common Property.

25. Air-Conditioning System

- 25.1 An Owner or Occupier of a Lot where an Air-conditioning System exclusively servicing the Lot is partly in the Lot and partly in Common Property or is wholly in Common Property, has the right of exclusive use and enjoyment of and a special privilege in respect of that Air-conditioning System on the following conditions:
- a) the Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this By-law 25 and the use of the Air-conditioning System; and
 - b) the Owner complies with all requirements of any Authority in connection with the Air-conditioning System; and
 - c) the Owner is responsible for the running costs of the Air-conditioning System; and
 - d) the Owner maintains and keeps the Air-conditioning System in good and serviceable repair; and
 - e) the Owner is responsible for the renewal or replacement of the Air-conditioning System, if necessary; and
 - f) the Owners Corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair, the Common Property the subject of this By-Law 25, except for the Air-conditioning System.

26. Installation Parameters

- 26.1 An Air-conditioning System installed for a Lot may be a ducted split system or a console type split system. One piece package units, normally referred to as room air conditioners, which protrude through windows or walls are not permitted.
- 26.2 No part of an Air-conditioning System installed for a Lot may be visible from outside the Lot.
- 26.3 The type and style of the part of an Air-conditioning System which is inside the Lot is at the discretion of the Owner or Occupier.
- 26.4 In the case of a ducted Air-conditioning System the available roof space and layout of the Lot will dictate whether 2 systems or one is required. Dropper ducts from the roof through the first floor to the ground will best be concealed within cupboards or wardrobes. It would appear to be impractical to build in a ducted Air-conditioning System in a Lot as the cutting of openings in walls may be not permissible for structural reasons. In addition, the false ceiling to go under the air conditioning system to conceal it would require considerable building work and may be at an unacceptably low level.
- 26.5 A console style split system offers 3 options. The most popular is the high wall unit which fits on the wall close to the ceiling with minimal intrusion in relation to furnishings. Others are the floor standing vertical unit (if space permits) and the under ceiling horizontal unit (if ceiling height permits). Multiple console split systems to serve all rooms are acceptable if the outdoor condensers comply with By-Law 26.8 below.
- 26.6 Pipe work and control wiring from the indoor unit(s) to the outdoor condensers must be concealed. It is a requirement that slimduct trunking be used for all external pipe work and cabling. The use of angle iron brackets or loose bricks as support is not acceptable. All tubing and fittings must colour match the adjacent wall.
- 26.7 Chasing of structural walls is not permitted under any circumstances.
- 26.8 Drainage from indoor units should be taken to the nearest suitable outlet. If taken to the outside of the Lot, it may be possible to feed the water to plants, otherwise an airbreak or tundish must be utilised at sewer or drainage connections.

Outdoor condensers must meet the following criteria:

If on a balcony:

- must operate within the limits of the available 240v power in the Lot.
- dimensions of 900w x 350d x 700h must not be exceeded.
- must have off-white or white powdercoat finish to all surfaces.
- must not emit noise more than 5dB above the ambient background noise level at any time, day or night, at the boundary of the Lot.
- must be located so as to be against the wall section at the rear of the balcony. Not to be placed close to the balcony edge or railing.
- must not create a fall hazard by reason of its proximity to the balcony railing.
- must be drained to the stormwater floor waste to prevent water running across balcony in winter heating mode.
- must be set on anti vibration pads to prevent transmission to adjacent Lots.
- multiple condensers on one balcony are not acceptable.
- entry of conduits from the balcony into the Lot must be via openings in the frame below the sliding doors and these are to be made waterproof on completion of the installation. No holes are to be drilled in the concrete hob for structural reasons.

If in a courtyard:

- must operate within the limits of the available 240v power in the Lot.
- must be located next to hot water unit or similar equipment if at all possible, close to the wall. It must not be freestanding in the courtyard.
- must have off-white or beige powdercoat finish to all surfaces.
- must not emit noise more than 5dB above the ambient background noise level at any time, day or night, at the boundary of the Lot.
- must be set on a suitable support such as concrete pad or support bracket with anti vibration pads. Loose bricks are not an acceptable support.
- pipe connections must be concealed slimduct trunking right up to the condenser casing. Exposed valves, flair nuts or insulation are not acceptable.
- entry of conduits from the courtyard into the Lot must be via drilled holes in the frame below the sliding doors and these are to be made waterproof on completion of the installation. No holes are to be drilled in the concrete hob for structural reasons.

27. Restrictions on Installation of Air-Conditioning Systems

27.1 An Owner must not install or retain on a Lot or Common Property any air-conditioning system unless:

- a) a certificate from an electrical consultant that the switchboard for the Lot has capacity to cater for the additional load resulting from the Air-conditioning System has been provided to the executive committee; and
- b) the approval of the executive committee for the installation has been obtained; and
- c) the Installation Parameters are complied with; and
- d) the approval of any Authority whose approval for the installation is required has been obtained.

27.2 This By-Law 27 does not apply to the Lots referred to in the Schedule to this by-law.

THE SCHEDULE TO BY-LAW 27

Lots 1, 38, 41, 50, 53 to 56 inclusive, 60-65 inclusive, 68, 84, 94 and 107 to 109 inclusive

28. Rules

28.1 In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation has the power under this By-law 28 to make rules about the control, management, operation, use and enjoyment of the Strata Parcel generally and Common Property or a part of it, in particular (Rules).

28.2 The Owners Corporation may vary Rules at any time.

28.3 If a Rule is inconsistent with the Strata Management Act, any by-law or a requirement of an Authority, the Strata Management Act, the by-law or the requirement of the Authority, as the case may be, prevail to the extent of the inconsistency.

28.4 Rules bind an Owner and Occupier and any person on the Strata Parcel with the express or implied consent of an Owner or Occupier or the Owners Corporation.

29. Agreement with Facilities Manager

29.1 In addition to its powers under the Strata Management Act, the Owners Corporation has power under this By-Law 29 to appoint and enter into an agreement with Cambridge Management Services Pty Limited (ACN 097 303 752) (Facilities Manager) to provide facilities management, asset maintenance, contract management and operational services for the Strata Scheme at a fee.

- 29.2 The term of the agreement under this By-Law 29 (Facilities Management Agreement) will be 10 years or such lesser period as the Facilities Manager nominates.
- 29.3 For the first year of the term of the Facilities Management Agreement the fee payable to the Facilities Manager will be the amount equivalent to \$500 per annum per Lot plus GST. For each subsequent year of the term of the Facilities Management Agreement the fee payable to the Facilities Manager will be an annual amount calculated in accordance with the following formula:
- F= the amount equivalent to \$500 per annum per Lot (plus GST) x B/A
where
F is the amount to be calculated
A is the Consumer Price Index All Groups for the City of Sydney for the quarter ending immediately before the beginning of the first year of the term of the Facilities Management Agreement
B is the Consumer Price Index All Groups for the City of Sydney for the quarter ending immediately before the beginning of the relevant year of the term of the Facilities Management Agreement.
- 29.4 The fee referred to in By-Law 29.3 covers the following activities by the Facilities Manager:
- a) supervision of asset maintenance contracts entered into by the Owners Corporation; and
 - b) contract management and documentation management; and
 - c) supervision of the carrying out of tasks referred for such supervision by the Executive Committee or the Strata Manager; and
 - d) providing services to Owners and Occupiers; and
 - e) supervising the Strata Parcel generally; and
 - f) doing anything else that the Owners Corporation agrees is necessary for the management and operation of the Strata Parcel or the Strata Scheme.
- 29.5 The Facilities Manager has the right at any time subject to receiving the prior approval of the Owners Corporation to assign its rights under the Facilities Management Agreement to a respective and responsible assignee.
- 29.6 The Owners Corporation may terminate the Facilities Management Agreement at any time by giving notice if the Facilities Manager:
- (a) assigns its interest in the Facilities Management Agreement in breach of By-Law 29.5; or
 - (b) fails or neglects to carry out its duties after the Owners Corporation gives it 21 days written notice of the failure or neglect; or
 - (c) is guilty of gross misconduct or gross negligence in the performance of its obligations; or
 - (d) enters into liquidation.
- 29.7 The Facilities Manager may terminate the Facilities Management Agreement at any time by giving three months notice.

30. Agreement with Adjoining Strata Scheme

In addition to its powers under the Strata Management Act, the Owners Corporation has power under this By-Law 30 to enter into an agreement with the strata scheme constituted on registration of Strata Plan 75931 (Adjoining Strata Scheme) regarding the control, administration, maintenance and insurance of the area comprised in Lot 101 in DP1091279. The agreement will split the cost of such control, administration, maintenance and insurance on a 50/50 basis between the Strata Scheme and the Adjoining Strata Scheme.

31. Advertising

- 31.1 Subject to By-Law 31, an Owner or Occupier must not, except with the prior approval of the Owners Corporation, erect, display, affix or exhibit in the Strata Parcel any Advertising visible from any Lot or the Common Property or outside the Strata Parcel.
- 31.2 In erecting, displaying, affixing or exhibiting Advertising in accordance with By-Law 31.2, An Owner or Occupier must:
- (a) use reasonable endeavours to ensure that Owners or Occupiers are caused as little inconvenience as is reasonably practicable; and
 - (b) cause any damage resulting from the Advertising to be repaired on a timely basis and in a good and workmanlike manner.

32. Name Plates

- 32.1 The Owner of each of the Lots referred to in the schedule to this by-law has the right of exclusive use and enjoyment of and a special privilege to affix in a position adjacent to the external entrance to the Lot a name plate on the following conditions:
- (a) the name plate must be professionally made and presented in a professional and tasteful manner;
 - (b) the style of the name plate is in accordance with the style, if any, designated from time to time by the Facilities Manager;
 - (c) the name plate is limited to the Owner's trading name, a description of the business and the Owner's trademark or insignia;
 - (d) the size of the name plate must not exceed 45 centimetres in width and 30 centimetres in height and must be made from a clear anodised aluminium plate with engraved black lettering;
 - (e) the Owner is responsible for keeping the name plate clean and in good condition; and
 - (f) the Owners Corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the Common Property the subject of this By-Law 34, except for the name plate.

THE SCHEDULE TO BY-LAW 32
Lot 1 and Lots 60-65 Inclusive

33. Restriction of Creation of Exclusive Use By-Laws

- 33.1 No by-law conferring on the Owner of a Lot in the Plan, or the Owners of several Lots in the Plan so specified:
- (a) a right of exclusive use and enjoyment of the whole or any specified part of the Common Property; or
 - (b) special privileges in respect of the whole or any specified part of the Common Property may be made without the prior consent of the Council.
- 33.2 This By-Law 33 cannot be changed without the prior consent of the Council.

34. Care of Landscaped Areas and Planters

- 34.1 An Owner or Occupier whose Lot includes a landscaped area or planter on the boundary of the Lot or a balcony adjoining the Lot must ensure that:
- a) so far as is practicable any grass and plants in the landscaped area or a planter are maintained in a healthy and vigorous condition; and
 - b) any grass or plant, which is damaged, diseased or dies is promptly replaced, where practicable, with a grass or plant of the same species and similar size or with another plant as agreed with the Owners Corporation; and
 - c) the planter is properly maintained and kept in a state of good repair in accordance with the directions given by the Owners Corporation from time to time; and
 - d) in watering plants on any balcony adjoining the Lot, an Owner or Occupier must be careful not to affect Common Property or any other Lot and will not have a mechanical watering system installed on a Lot.
- 34.2 If an Owner or Occupier fails to comply with this By-law 34 the Owners Corporation may give notice requiring compliance.
- 34.3 If an Owner or Occupier fails to comply with a notice given under this By-law 34, the Owners Corporation or the Facilities Manager may at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this By-law 34.
- 34.4 Any expense incurred by the Owners Corporation or the Facilities Manager under this By-law 34 is recoverable as a debt against the Owner or Occupier in a court of competent jurisdiction.

35. Occupational Health and Safety

- 35.1 An Owner or Occupier of a Lot must not create any hazard that may breach occupational health and safety standards or cause the affect of a breach of such standards. This by-law refers to occupational health and safety standards referable to Australian Standards or under the provisions of the *Occupational Health and Safety Act 2000 (NSW)*.
- 35.2 This By-law 35 refers to matters like:
- (i) safe balustrade heights;
 - (ii) safety around pools;
 - (iii) safe driving in car parks; and
 - (iv) weight and positioning of planters on balconies.
- 35.3 If an Owner or Occupier of a Lot has any concerns in relation to this By-law 35 they should discuss such issues with the Facilities Manager.

36. Use of Certain Lots for Home Occupations

Each of Lot 1 and 60-65 inclusive comprises a terrace unit with a home office and may be used for "home occupations" in accordance with the Sydney Regional Environmental Plan No. 29 – Rhodes Peninsula (SREP29). These Lots must be used in strict accordance with SREP29.

37. Provision of Amenities or Services

- 37.1 The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
- (a) window cleaning;
 - (b) garbage disposal and recycling services;
 - (c) electricity, water or gas supply;
 - (d) Telecommunication services (for example, cable television).
- 37.2 If the Owners Corporation makes a resolution referred to in By-Law 37.1 to provide an amenity or service to Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount payable for the amenity or service on the basis on which that amount is calculated and the conditions on which, it will provide the amenity or service.
- 37.3 Note: Section 111 of the Strata Management Act provides that an Owners Corporation may enter into an agreement with an Owner or Occupier of a Lot for the provision of amenities or services by it to the Lot or to the Owner or Occupier.

38. Compliance with Planning and Other Requirements

- 38.1 The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.
- 38.2 The Owner or Occupier of a Lot must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

Special By-Law 1 – Installation of Floor Coverings

Scope of by-law

1. This by-law provides that any owner of a lot may remove and install Floor Coverings in their lot and on so much of the common property as is necessary with the prior written consent of the executive committee.
2. An owner must ensure that the Floor Coverings to the lot are covered or otherwise treated to an extent sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of the owners or occupiers of another lot.
3. For the purpose of this by-law Floor Coverings mean floating timber floors, tile floors and any other hard flooring such as timber, ceramic or other floor coverings that replace the existing flooring on the lower boundary of the respective lot.
4. Floor Coverings does not include the flooring in the bathrooms, lavatory, kitchen, laundry and balcony of the lot, provided that such a room is in its original location in the lot.
5. The owner must remove and install the Floor Coverings in their lot in accordance with the conditions provided in this by-law.
6. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before Changing the Floor Covering

7. The owner must notify the owners corporation at least 21 days before changing the Floor Coverings in their lot and obtain the prior written approval for the removal and installation of the Floor Covering from –
 - a) the executive committee of the owners corporation;
 - b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if applicable); and
 - c) any other relevant statutory authority whose requirements apply to removal and installation of the floor coverings or surfaces.
8. The owner must submit to the owners corporation the following documents relating to the removal and installation of the Floor Coverings upon notification –
 - a) plans and drawings;
 - b) specifications; and/or
 - c) any other documents reasonably required by the owners corporation.
9. The owners must ensure that any party carrying out the removal and replacement of the Floor Coverings effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10 million and provides certificates of currency evidencing the insurance on request by the owners corporation.
10. The owner must ensure that the Floor Coverings comply with the minimum noise installation rating and standards as set out in the Building Code of Australia (BCA) current at the time the application is submitted to the executive committee.

Carrying out the Removal and Installation

11. In carrying out the removal and replacement of the Floor Coverings, the owner must:
 - a) transport all construction materials, equipment, debris and other materials, in the manner reasonably directed by the owners corporation;
 - b) protect all areas of the building outside their lot from damage by the removal and installation of the Floor Coverings or the transportation of construction materials, equipment, debris;
 - c) keep all areas of the building outside their lot clean and tidy throughout the performance of the removal and installation of the Floor Coverings;
 - d) only remove and install the Floor Coverings at the times approved by the owners corporation;
 - e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - f) remove all debris resulting from removing and installing the Floor Coverings as soon as reasonably practicable from the building; and
 - g) comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Floor Coverings.
12. The owner must ensure that the removal and installation of the Floor Coverings shall be done:
 - a) in a proper and workmanlike manner and by duly licensed contractors; and

- b) in accordance with the drawings and specifications approved by an acoustic consultant and local council (if applicable).

After Changing the Floor Coverings

13. The owner must notify the owners corporation that:
 - a) the works have been completed; and
 - b) all damage, if any, to the lot and common property caused by the installation of the Floor Coverings has been rectified.
14. The owner must deliver to the owners corporation the following documents relating to the removal and installation of the Floor Coverings:
 - a) certification by an acoustic consultant nominated by the owner or the owners corporation;
 - b) certification by an engineer nominated by the owners corporation as to the structural integrity of the floor coverings and the building (if required by the owners corporation); and
 - c) any other document reasonably required by the owners corporation.
15. The owner must, at the owner's cost:
 - a) properly maintain and keep the common property to which the Floor Coverings are installed or attached in a state of good and serviceable repair; and
 - b) properly maintain and keep the Floor Coverings in as state of good and serviceable repair and must replace the Floor Coverings (or any part of them) as required from time to time.

Liability and Indemnity

16. The owner indemnifies the owners corporation against all loss and damage suffered by the owner as a result of installing the Floor Coverings including the repair and maintenance of the Floor Coverings.
17. The owner indemnifies the owners corporation of any liability in respect any proceedings, actions or claims is made against the owners corporation as a result of the installation of the Floor Coverings.
18. Any loss and damage suffered by the owners corporation as a result of the installation of the Floor Coverings must be repaired immediately at the owner's expense and may be recovered from the owner as a debt due to the owners corporation on demand.
19. To the extent that section 62(3) of the *Strata Schemes Management Act 1996* is applicable, the owners corporation determines it is inappropriate to maintain, renew, replace or repair the Floor Coverings proposed under this by-law.

Breach of By-law

20. The owners corporation reserves the right to take action against an owner to replace the floor coverings or reinstate the original floor coverings if –
 - a) the owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the owners corporation to rectify the breach;
 - b) another lot owner or occupier is successful in any claim about noise transmission from the lot as a result of the installation of the Floor Coverings; and
 - c) if a certificate, as required under 13(a) is not provided to the owners corporation within one (1) month of completion of the installation of the Floor Coverings.
21. The Managing Agent be authorized to register this by-law on behalf of the owners corporation affix the common seal in accordance with section 238 of the *Strata Schemes Management Act 1996*.

Special By-Law 2 – Parking Bollards

1. This by-law provides that any Owner of a lot may install Parking Bollard on and in their lot and on so much of the common property as is necessary.
2. For the purposes of this by-law, "Owner" means the owner or owners of all lots in strata plan no.76920.
3. For the purpose of this by-law, "Parking Bollards" means the alterations and additions undertaken by an Owner (at the Owner's cost and to remain that Owner's fixtures) to block access to their car parking space by installing a fixed retractable bollard on the lot or so much of the common property that is necessary.
4. The Owner must -
 - (a) not install the Parking Bollard except in accordance with the by-law; and

- (b) ensure that any Parking Bollard installed before the making of this by-law complies with this by-law.
5. To the extent of any inconsistency between this by-law and any other by-law, this by-law prevails.

Conditions

Before installing the Parking Bollard

6. The Owner must obtain approval for the installation of the Parking Bollard from:
- (a) the executive committee of the Owners Corporation;
 - (b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
 - (c) any other relevant statutory authority whose requirements apply to the installation of the Parking Bollard.
7. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the installation of the Parking Bollard.
8. The Owner must ensure that any party installing the Parking Bollard effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and provides certificates of currency evidencing the insurance on request by the Owners Corporation.

Installing the Parking Bollard

9. When installing the Parking Bollard, the Owner must:
- (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
 - (b) protect all areas of the building outside their lot from damage by the installation of the Parking Bollard or the transportation of construction materials, equipment, debris;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the installation of the Parking Bollard;
 - (d) only install the Parking Bollard at the times approved by the Owners Corporation;
 - (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - (f) remove all debris resulting from the installation of the Parking Bollard immediately from the building; and
 - (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the installation of the Parking Bollard.
10. The Owner must ensure that the installation of the Parking Bollard shall be done:
- (a) in a proper and workmanlike manner and by duly licensed contractors; and
 - (b) in accordance with any documents approved by the Owners Corporation and local council (if required).
11. The Owner must ensure that the installation of the Parking Bollard comply with the standards as set out in the Building Code of Australia (BCA) current at the time any documents relating to the installation of the Parking Bollard are submitted to Owners Corporation.
12. The Owner must ensure that the Parking Bollard is wholly within the boundary of the lot and does not prevent access to any other lot and/or areas of common property, except where the adjoining Owner and/or Owners Corporation have given written consent for this purpose.

After the Installation of the Parking Bollard

13. The Owner must, at the Owner's cost:
- (a) properly maintain and keep the common property to which the Parking Bollard is erected or attached in a state of good and serviceable repair; and
 - (b) properly maintain and keep the Parking Bollard in a state of good and serviceable repair and must replace the Parking Bollard (or any part of them) as required from time to time.

Liability and Indemnity

14. The Owner indemnifies the Owners Corporation against all loss and damage suffered by the Owner as a result of installing the Parking Bollard including the repair and maintenance of the Parking Bollard and liability under section 65(6) of the Act in respect of repair of the common property attached to the Parking Bollard.

15. Any loss and damage suffered by the Owners Corporation as a result of installing, maintaining or replacing the Parking Bollard may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
16. To the extent that section 62(3) of the Act is applicable, the Owners Corporation determines it is inappropriate to maintain, renew, replace or repair the Parking Bollard proposed under this by-law.
17. The Owners Corporation reserves the right to take action against an Owner to replace the Parking Bollard or reinstate the common property affected by the installation of the Parking Bollard to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
18. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Act.

Special By-law 3 – USE OF SWIMMING POOL AREA

PART 1 GRANT OF POWER

- 1.1 In addition to the powers, authorities, duties and functions conferred or imposed on it pursuant to the Act, the owners corporation shall have the additional powers, authorities, duties and functions to regulate the use of the Swimming Pool Area in the strata scheme on the conditions in Part 3 of this by-law.

THIS BY-LAW TO PREVAIL

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

COMPLIANCE

- 1.3 Without limiting the effect of, and notwithstanding anything contained in, the by-laws applicable to the strata scheme, all Owners, Occupiers and invitees are subject to the conditions outlined 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.
- (b) **Building** means the building situated at 42 Rider Boulevard, RHODES NSW 2138.
- (d) **Lots** mean all the lots in strata plan 76920.
- (d) **Owner** means the owner of the respective Lot.(f) **Occupier** means the occupier of a Lot.
- (g) **Plan** means the plan showing the Swimming Pool Area, annexed hereto and marked “A”.
- (h) **Pool** means the pool located in the strata scheme, and being in the Swimming Pool Area.
- (i) **Swimming Pool Area** means the Pool and the enclosed area around the Pool, as shown on the Plan.
- (j) **Visitor** means any person that is not an Owner or Occupier.

2.2 Interpretation

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

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

PART 3 CONDITIONS

3.1 An Owner or Occupier must:

- (a) ensure that Visitors do not enter the Pool without an Owner or Occupier;
- (b) dry themselves, and ensure that Visitors accompanying them are dry, before entering the Building to prevent damage to the carpet and elements of the common property;
- (b) not bring glass objects of any kind into the Swimming Pool Area;
- (d) not consume any alcoholic beverages in the Swimming Pool Area;
- (e) not bring any alcoholic beverages into the Swimming Pool Area;
- (f) use their best endeavours not to cause a nuisance and to cause as little disruption as possible when using the Pool or being in the Swimming Pool Area;
- (i) not impede other Owners or Occupiers access to and use of the Swimming Pool Area; and
- (h) not permit any child of whom they have control to:
 - (i) be, play or remain in the Swimming Pool Area unless accompanied by an adult exercising effective control; and
 - (ii) leave the Swimming Pool Areas wet and/or drip water on the common property of the Building.

3.2 An Owner or Occupier:

- (a) acknowledges and agrees that the Swimming Pool Area may only be used for the purposes of recreation, health and/or fitness; and
- (b) acknowledges and agrees that the Swimming Pool Area must not be used for commercial purposes including but not limited to swim coaching or fitness coaching.

3.3 An Owner or Occupier must ensure that their Visitors:

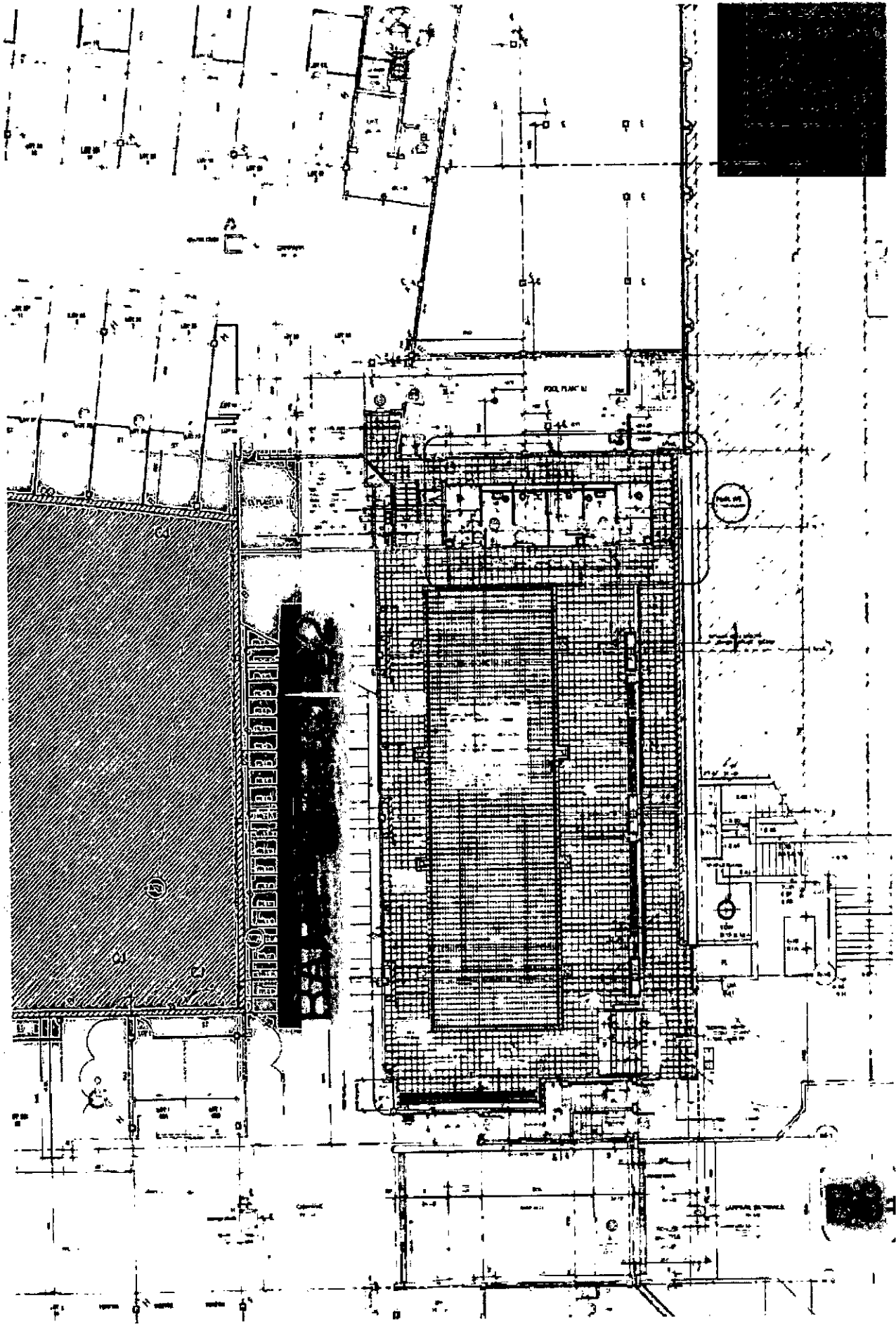
- (a) comply with the provisions of this by-law at all times when using the Swimming Pool Area; and
- (b) are accompanied by an Owner or Occupier at all times.

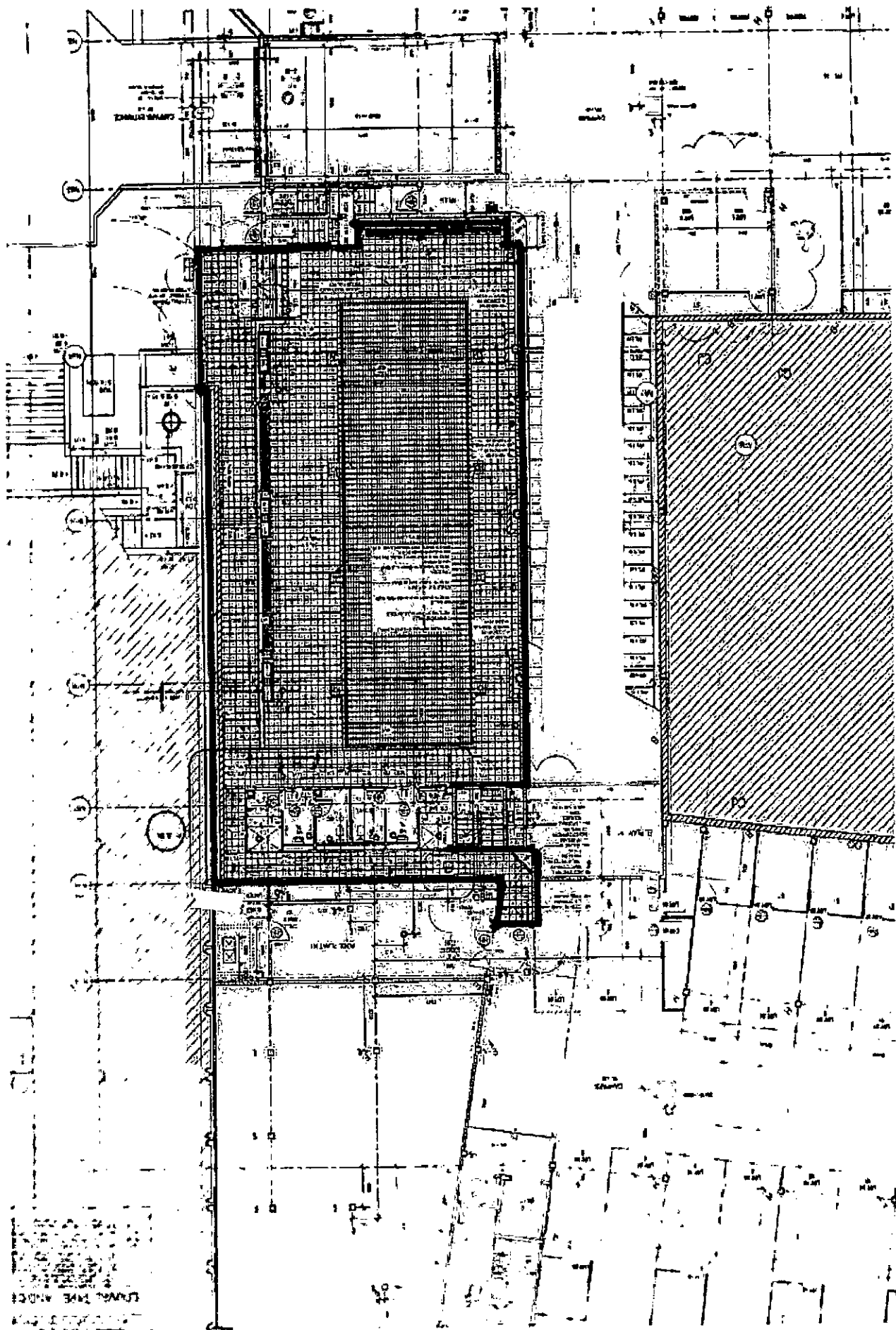
3.4 Owners and Occupiers acknowledge and agree that they will indemnify the owners corporation for any loss, injury or damage to persons, personal property, or lot or common property as a result of the use of the Swimming Pool Area by their Visitor, unless such loss, injury or damage is caused by the fault of the owners corporation or its agents, contractors or representatives.

PART 4

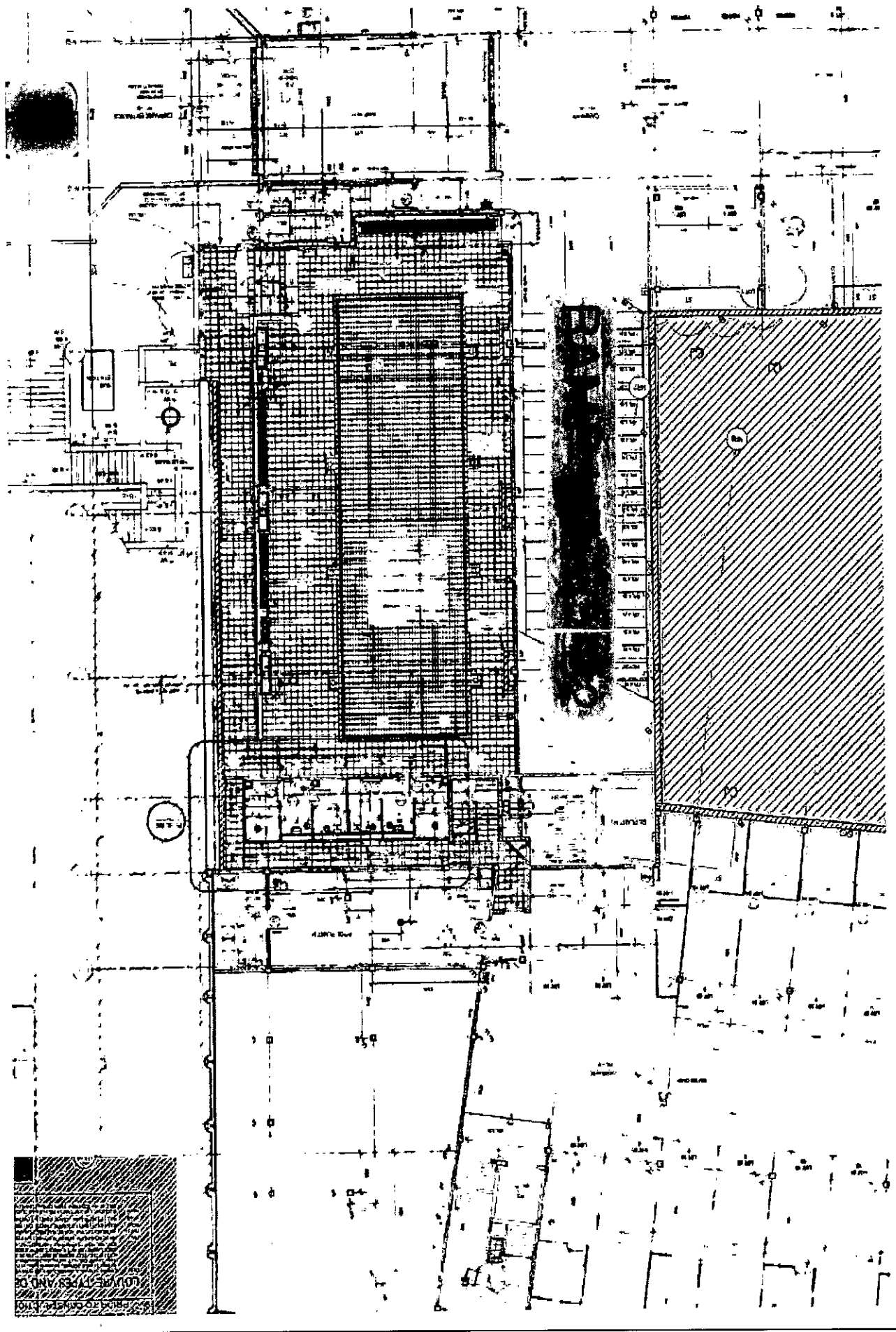
4.1 An Owner or Occupier must comply with any reasonable directions of the Owners Corporation given under this by-law.

Annexure A





ALL HANDWRITING MUST BE IN BLOCK CAPITALS
1702



Special By-Law 4 – INSTALLATION OF FLOOR COVERING

SCOPE OF BY-LAW

1. This by-law provides that any owner of a lot may remove and install Floor Coverings in their lot and on so much of the common property as is necessary with the prior written consent of the executive committee.
2. An owner must ensure that the Floor Coverings to the lot are covered or otherwise treated to an extent sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of the owners or occupiers of another lot.
3. For the purpose of this by-law Floor Coverings mean floating timber floors, tile floors and any other hard flooring such as timber, ceramic or other floor coverings that replace the existing flooring on the lower boundary of the respective lot.
4. Floor Coverings does not include the flooring in the bathrooms, lavatory, kitchen, laundry and balcony of the lot, provided that such a room is in its original location in the lot.
5. The owner must remove and install the Floor Coverings in their lot in accordance with the conditions provided in this by-law.
6. To the extent of any inconsistency with previous by-laws, this by-law prevails.

CONDITIONS

Before changing the Floor Covering

7. The owner must notify the owners corporation at least 21 days before changing the Floor Coverings in their lot and obtain the prior written approval for the removal and installation of the Floor Covering from –
 - a) the executive committee of the owners corporation;
 - b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if applicable); and
 - c) any other relevant statutory authority whose requirements apply to removal and installation of the floor coverings or surfaces.
8. The owner must submit to the owners corporation the following documents relating to the removal and installation of the Floor Coverings upon notification –
 - a) plans and drawings;
 - b) specifications; and/or
 - c) any other documents reasonably required by the owners corporation.
9. The owners must ensure that any party carrying out the removal and replacement of the Floor Coverings effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10 million and provides certificates of currency evidencing the insurance on request by the owners corporation.
10. The owner must ensure that the Floor Coverings comply with the minimum noise installation rating of LnT,w ≤ 55 (3-star AAAC rating)

Carrying out the removal and installation

11. In carrying out the removal and replacement of the Floor Coverings, the owner must:
 - a) transport all construction materials, equipment, debris and other materials, in the manner reasonably directed by the owners corporation;
 - b) protect all areas of the building outside their lot from damage by the removal and installation of the Floor Coverings or the transportation of construction materials, equipment, debris;
 - b) keep all areas of the building outside their lot clean and tidy throughout the performance of the removal and installation of the Floor Coverings;

- d) only remove and install the Floor Coverings at the times approved by the owners corporation;
 - e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - f) remove all debris resulting from removing and installing the Floor Coverings as soon as reasonably practicable from the building; and
 - g) comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Floor Coverings.
12. The owner must ensure that the removal and installation of the Floor Coverings shall be done:
- a) in a proper and workmanlike manner and by duly licensed contractors; and
 - b) in accordance with the drawings and specifications approved by an acoustic consultant and local council (if applicable).

After changing the floor coverings

13. The owner must notify the owners corporation that:
- a) the works have been completed; and
 - b) all damage, if any, to the lot and common property caused by the installation of the Floor Coverings has been rectified.
14. The owner must deliver to the owners corporation the following documents relating to the removal and installation of the Floor Coverings:
- a) certification by an acoustic consultant nominated by the owner or the owners corporation;
 - b) certification by an engineer nominated by the owners corporation as to the structural integrity of the floor coverings and the building (if required by the owners corporation); and
 - c) any other document reasonably required by the owners corporation.
15. The owner must, at the owner's cost:
- a) properly maintain and keep the common property to which the Floor Coverings are installed or attached in a state of good and serviceable repair; and
 - b) properly maintain and keep the Floor Coverings in as state of good and serviceable repair and must replace the Floor Coverings (or any part of them) as required from time to time.

LIABILITY AND INDEMNITY

16. The owner indemnifies the owners corporation against all loss and damage suffered by the owner as a result of installing the Floor Coverings including the repair and maintenance of the Floor Coverings.
17. The owner indemnifies the owners corporation of any liability in respect any proceedings, actions or claims is made against the owners corporation as a result of the installation of the Floor Coverings.
18. Any loss and damage suffered by the owners corporation as a result of the installation of the Floor Coverings must be repaired immediately at the owner's expense and may be recovered from the owner as a debt due to the owners corporation on demand.
19. To the extent that section 62(3) of the *Strata Schemes Management Act 1996* is applicable, the owners corporation determines it is inappropriate to maintain, renew, replace or repair the Floor Coverings proposed under this by-law.

BREACH OF BY-LAW

20. The owners corporation reserves the right to take action against an owner to replace the floor coverings or reinstate the original floor coverings if –

- a) the owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the owners corporation to rectify the breach;
- b) another lot owner or occupier is successful in any claim about noise transmission from the lot as a result of the installation of the Floor Coverings; and
- c) if a certificate, as required under 13(a) is not provided to the owners corporation within one (1) month of completion of the installation of the Floor Coverings.

21. The Managing Agent be authorized to register this by-law on behalf of the owners corporation affix the common seal in accordance with section 238 of the Strata Schemes Management Act 1996

Special By-Law No 5 – Works For Lot 96

PART 1

GRANT OF RIGHT

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 2015*.
- (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) **Building** means the building situated at 42 Rider Boulevard, RHODES NSW 2138.
- (d) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.
- (e) **Lot** means lot 96 in strata plan 76920.
- (f) **Owner** mean(s) the owner(s) of the Lot.
- (g) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:
 - 1) the removal of the existing clear toughened annealed glass in two (2) sliding glass doors;
 - 2) the installation of eight (8) pieces of 10.52mm Viridian hush laminated glass;
 - 3) the installation of Q-Lon seal;
 - 4) the removal of the current standard rollers; and
 - 5) the installation of new heavy duty rollers;

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 specifications attached to this by-law and marked "A", and the provisions of this by-law.

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) 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
- (e) 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) weeks prior to the commencement of the Works the Owner shall notify the owners corporation and each owner (by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works; and
- (b) 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 vehicles on common property whilst the Works are being conducted.

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 National Construction Code 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;
- (d) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the installation 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 (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law; and
- (f) 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.

3.5 Statutory and other requirements

- 3.5.1 The Owner must ensure that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract to do residential building work with any contractor used.
- 3.5.2 The Works must comprise materials good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.
- 3.5.3 The Owner must ensure that the work will be done in accordance with, and will comply with, the *Home Building Act 1989* or any other law.
- 3.5.4 The Owner must ensure that the work will be done with due diligence and within the time stipulated in the contract, or if no time is stipulated, within a reasonable time.

3.5.5 The Owner must ensure that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling.

3.5.6 The Owner must ensure that the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if the person for whom the work is done expressly makes known to the holder of the contractor licence or person required to hold a contractor licence, or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the holder or person, the particular purpose for which the work is required or the result that the owner desires the work to achieve, so as to show that the owner relies on the holder's or person's skill and judgment.

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) properly 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; and
- (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.

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.

The seal of The Owners-Strata Plan No 76920 was affixed on 24/4/18 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): M. Gibson

Name(s) [use block letters]: MARC GIBSON

Authority: 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.

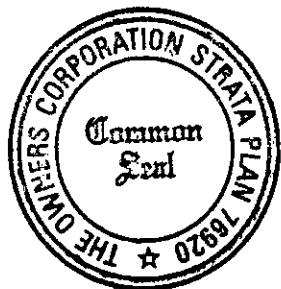
~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 76920 was affixed on [^] 24 APRIL '18 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: M. G. Name: MARC GIBSEN Authority: STRATA MANAGING AGENT

Signature: Name: Authority:

^ Insert appropriate date
* Strike through if inapplicable.



Form: 15CH
Release: 2.3

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



AQ580747A

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 76920

(B) **LODGED BY**

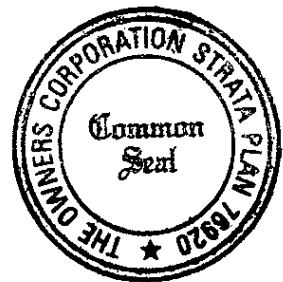
Document Collection Box	Name	The Owners - SP 76920	CODE CH
	Company	(IF APPLICABLE)	
	Address	PO BOX 1115 SURRY HILLS NSW 2010	
	E-mail	info@strataasense.com.au Contact Number	
	Customer Account Number	(IF APPLICABLE) Reference 76920/November	

- (C) The Owner-Strata Plan No. 76920 certify that a special resolution was passed on 6/11/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -
- (E) Repealed by-law No. 1 - 45
Added by-law No. By-laws 1 - 43
Amended by-law No. NOT APPLICABLE
as fully set out below :
Please see Annexure A, consolidated bylaws.

- (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. 76920 was affixed on 12/11/2020 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 : Alexandra Weynton
Authority : Strata Manager

Signature :
Name :
Authority :



Annexure A


CONSOLIDATED BY-LAWS

STRATA PLAN 76920

42 Rider Boulevard,

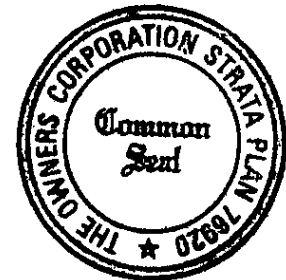
Rhodes NSW 2138

The Common Seal of the Owners - Strata Plan No. 76920
Was affixed on the 12 day of November 2020 in the presence of

Signature:.....

Name:.....*Alexandra Weynton*

Being the person authorized by Section 273 of the Strata
Schemes Management Act 2015 to attest the affixing of the seal



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Instrument setting out the terms of by-laws to be created upon registration of the strata plan

1. Definitions and Interpretation

1.1 Statutory Definitions

In this instrument, a word or expression has the meaning given to it in the Strata Management Act if it is:

- a) Defined in that act and
- b) Used but not defined in this instrument.

1.2 Further Definitions

In this instrument, unless the context clearly indicates otherwise:

Advertising means any sign, placard, banner, notice or other marketing material.

Air-Conditioning System means air-conditioning plant and associated pipes, wires, cables and ducts installed at any time.

Authority means any governmental or semi-governmental, administrative, fiscal or judicial department or entity, a statutory agency or authority and includes the Council.

Building means the building constructed within the Strata Parcel.

Common Property means the common property in the Strata Scheme.

Council means the City of Canada Bay Council.

Garbage Room means any room designated as such by the Owners Corporation.

Lot means a lot in the Strata Plan.

Occupier means a lessee, a licensee or a person who is otherwise in lawful occupation of a Lot.

Owner means the owner or mortgagee in possession of a lot.

Rhodes Waterside means the land formerly comprised in lots 1 to 9 (inclusive) in deposited plan 1047108 and lot 22 in deposited plan 624240.

Refurbish includes, but is not limited to:

- a) the treatment, of external surfaces of Common Property by painting, staining or polishing, as applicable or otherwise; and
- b) the treatment, of internal surfaces of Common Property by painting, staining or polishing, as applicable or otherwise; and
- c) the replacement or the removal without replacement of any floor covering in Common Property, including carpet and floor tiles which are worn or damaged and in need of replacement; and
- d) the replacement of any loose furnishings and chattels which are worn or damaged or otherwise in need of replacement or the removal without replacement of loose furnishings and chattels which are worn or damaged.

Rules - has the meaning given to it in By-law 26

Security Key means a key, card, fob, proximity reader or other device used to

- (a) open and close doors, gates and other means of regulating ingress and egress into and out of the Strata Parcel; or
- (b) operate alarms, security systems or communications systems.

Selling and Leasing Activities means the activities relating to the sale, including sale by auction, and leasing of:

- a) Lots; and
- b) Lots in any strata scheme within Rhodes Waterside.

SREP 29 has the meaning given to it in By-Law 34.

Strata Management Act means the Strata Schemes Management Act 2015.

Strata Manager means a strata managing agent appointed under the Strata Management Act by the Owners Corporation and, if no person is for the time being so appointed, the secretary of the Owners Corporation.

Strata Parcel means the land the subject of the Strata Scheme.

Strata Plan means the strata plan with which this instrument is registered.

Strata Scheme means the strata scheme created on registration of the Strata Plan.

Walker Corporation means Walker Corporation Pty Limited ACN 001 176 263, its successors and assigns and any persons authorised by Walker Corporation Pty Limited.

1.3 Interpretation

In this instrument, unless the context clearly indicates otherwise:

- a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown and any other organisation or type of legal entity; and
- b) 'including' is not a word of limitation; and
- c) the words 'at any time' mean at any time and from time to time; and
- d) the word 'vary' means add to, delete from or cancel; and
- e) 'maintain and 'maintain in good condition' includes keep clean and tidy; and
- f) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument; and
- g) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually; and
- h) a reference to a natural person includes their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns; and
- i) a reference to a company includes its successors and permitted assigns; and
- j) a reference to a document is a reference to a document of any kind including a plan; and
- k) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is to be taken to be substituted a body or authority having substantially the same objects as the names body or authority; and
- l) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for any subordinate legislation issued under that legislation or legislative provision; and
- m) a reference to a time is to that time in Sydney; and
- n) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day; and
- o) a requirement to do any thing in this instrument includes a requirement to cause that thing to be done; and
- p) a word that is derived from a defined word has a corresponding meaning; and
- q) the singular includes the plural and vice-versa; and
- r) words importing one gender include all others.

1.4 Headings

Headings are inserted for convenience and do not affect the interpretation of this instrument.

- 1.5 Any notice, demand, approval, request, application or communication under this instrument must be in writing.

2. Noise

An owner or occupier must not create any noise likely to interfere with the peaceful enjoyment of any part of the Strata Parcel by another Owner or Occupier or any person lawfully on the Strata Parcel.

3. Standing and Parking Vehicles

An Owner or Occupier must not stand or park any motor or other vehicle on Common Property except with the prior approval of the Owners Corporation.

4. Obstruction of Common Property

An Owner or Occupier must not obstruct the lawful use of Common Property by any person except on a temporary and non-recurring basis.

5. Damage to Lawns and Plants on Common Property

An Owner or Occupier must not, except with the prior written approval of the Owners Corporation:

- a) damage any lawn, garden, tree, shrub, plant or flower on Common Property; or
- b) use for their own purposes as a garden, any part of Common Property.

6. Damage to Common Property

- 6.1 An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, anything that forms part of Common Property except with the prior approval of the Owners Corporation.
- 6.2 An approval given by the Owners Corporation under this By-Law cannot authorise any additions to Common Property.
- 6.3 This By-law does not prevent an Owner or person authorised by an Owner from installing:
 - a) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;
 - b) any screen or other device to prevent entry of animals or insects into the Owner's Lot, provided that any screen installed has a frame of extruded aluminium, with an Citi Pearl powdercoat (to match the window frame) with a PVC black mesh infill; or
 - c) Any structure or device to prevent harm to children; or
 - d) Any device used to affix decorative items to the internal surfaces of walls in the Owners Lot.
- 6.4 Any locking or other safety device, screen, structure or device referred to in By-law 6.3 must:
 - a) be installed in a competent and proper manner;
 - b) in the case of a deadlock, be installed by an authorised locksmith and comply with minimum requirements from time to time of any relevant Governmental Agency and be approved by the fire systems certifier appointed by the Owners Corporation;
 - c) comply with any guidelines and aesthetic standards prescribed by the Owners Corporation from time to time in connection with its appearance and installation; and
 - d) have an appearance after it has been installed in keeping with the appearance of the rest of the building
- 6.5 Despite section 106 of the Strata Management Act, the Owner of a lot must:
 - a) maintain and keep in a state of good and serviceable repair any locking or other safety device, screen, structure or device referred to in By-law 6.3 that forms part of Common Property and that services the Lot; and
 - b) repair any damage caused to any part of Common Property by the installation or removal of any locking or other safety device, screen, structure or device referred to in By-law 6.3 that forms part of Common Property and that services the Lot.
- 6.6 The operation of this By-law 6 is subject to specific rights under any other by-law.

7. Behaviour of Owners and Occupiers

An Owner or Occupier on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another Owner or Occupier or to any person lawfully on Common Property.

8. Children Playing on Common Property

An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building 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.

9. Owners and Occupiers are Responsible for Others

- 9.1 An Owner or Occupier must take all reasonable steps to ensure that any person on the Strata Parcel with their express or implied consent:
 - a) complies with these by-laws and any applicable Rules; and
 - b) leaves the Strata Parcel if they do not comply with these by-laws or any applicable Rules; and
 - c) does not do anything they are not themselves entitled to do under these by-laws or any applicable Rules, including behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any person lawfully on Common Property.
- 9.2 If an Owner or Occupier leases or licenses their Lot (or part of their Lot) the Owner or Occupier must:
 - a) give their tenant or licensee a copy of these by-laws and any applicable Rules;

- b) take reasonable steps to ensure the tenant or licensee and their visitors comply with these by-laws and any applicable Rules or leave the Strata Parcel; and
- c) take all action reasonably available to them, including action under the lease or licence agreement, to ensure the tenant or licensee and their visitors comply with these by-laws and any applicable Rules or leave the Strata Parcel.

10. Depositing Waste and Other Material on Common Property

- 10.1 An Owner or Occupier must not dump, deposit or throw on Common Property any waste, dirt, dust or other material or discarded item except with the prior approval of, or as directed by, the Owners Corporation.
- 10.2 The Owners Corporation may recover from any Owner or Occupier, as a debt due to the Owners Corporation on demand, any cost incurred by the Owners Corporation associated with the removal of any waste, dirt, dust or other material or discarded item dumped, deposited or thrown on Common Property by an offending Owner or Occupier.

11. Waste Disposal

An Owner or Occupier must:

- a) comply with all requirements by the Owners Corporation or any Authority in respect of the storage, disposal and recycling of waste; and
- b) drain and securely wrap all waste and place it in a garbage chute or in the appropriate area in a Garbage Room; and
- c) not put in a garbage chute:
 - (i) bottles or glass; or
 - (ii) liquids; or
 - (iii) items that weigh more than 2.5 Kilograms; or
 - (iv) boxes or other items that might block the garbage chute; and
- d) safely and securely wrap all broken glass before placing it in the appropriate area in a Garbage Room; and
- e) drain and clean bottles and make sure they are not broken before placing them in the appropriate area in a Garbage Room;
- f) contact the Facilities Manager or if there is not Facilities Manager, the Strata Manager to arrange for the removal of large items desired to be discarded and quantities of waste or liquids that are poisonous or environmentally dangerous; and
- g) not deposit any waste, dirt, dust or other material or discarded item on Common Property other than in the appropriate area in a Garbage Room.

12. Hanging of Washing and Other Items

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other similar article on any part of their Lot or on Common Property in such a way as to be visible from outside the building other than in areas, if any, designated by the Owners Corporation for the purpose and in these areas only for a reasonable period.

13. Cleaning Windows and Doors

- 13.1 An owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property.
- 13.2 The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

14. Storage of Inflammable Liquids and Other Substances and Materials

- 14.1 An Owner or Occupier must not, except with the prior approval of the Owners Corporation, use or store on their Lot or on Common Property any inflammable chemical, liquid, gas or other material.
- 14.2 This By-law does not apply to:
- a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes or otherwise in connection with the lawful use of a Lot, that are only kept in reasonable quantities and which do not invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation, in particular, barbeque gas cylinders up to maximum size of 4.5kg; or
 - b) any chemical, liquids, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

15. Moving Furniture and Other Objects on or through Common Property

- 15.1 An Owner or Occupier must not move any item of furniture or large object through Common Property 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.
- 15.2 If the tasks of the Strata Committee under By-Law can be carried out by the Facilities Manager under the Facilities Management Agreement the Owner or Occupier must give the notice referred to in By-Law 15.1 to the Facilities Manager.
- 15.3 The Owners Corporation may resolve that items of furniture and large objects are to be moved through Common Property in a specified manner.
- 15.4 If the Owners Corporation has specified, by resolution, the manner in which items of furniture or large objects are to be moved through Common Property, an Owner or Occupier must not move any item of furniture or large object through Common Property except in accordance with that resolution.

16. Smoking By-law

1. The proprietor or occupier of a lot must not smoke nor allow smoking on their balcony or within the common property.
2. Without limiting paragraph 1, the proprietor or occupier of a lot must not allow any invitee to smoke on their balcony or upon common property.
3. The Owners Corporation delegates to the strata managing agent responsibility for:
 - a. The service of a notice, in a form approved by the Director-General, on the owner or occupier of a lot requiring the owner or occupier to comply if satisfied that the owner or occupier has contravened this by-law and
 - b. Commencing legal proceedings seeking Orders, requiring a person who fails to comply with a notice served in (a), to pay the statutory pecuniary penalty and any costs of the Owners Corporation in the proceedings.

17. Keeping of Animals

1. Where any terms in this by-law are defined in the Act they will have the same meaning these words are attributed under the Act unless they are otherwise defined in this by-law.
2. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.
3. Owners may apply to keep an Animal.
4. Unless an Animal is an Approved Animal or an Assistance Animal, Owners must not keep, bring, or permit an Animal, or allow any other persons to bring an Animal, on the Lot or the Common Property.
5. Prior to keeping an Approved Animal on the Lot, Owners must make an Application.
6. The Owners Corporation, via the Committee, will consider the Application within 14 days of receipt of the Application and will advise the Owner whether or not all requirements have been satisfied or whether there are any additional reasonable requirements to be satisfied.
7. If an Owner chooses to keep fish and the fish tank affects the Common Property in any way, the fish tank must be approved by the Owners Corporation prior to installation and the Owner must produce sufficient information (including information relating to the drainage system, weight, capacity, and size of the tank) to enable the Owners Corporation to make a reasonable assessment of the impact of the fish tank on the structural integrity of the Lot and the building. If, in the reasonable opinion of the Owners Corporation, an engineer's report on the structural integrity of the Lot and/or building is required, the Owner must bear the costs of the production of the report by an engineer nominated by the Owners Corporation.
8. If the Owner's Application complies with the requirements of this by-law, the Owners Corporation will not unreasonably withhold its Approval.
9. No more than one Approved Animal (with the exception of fish) may be kept within a Lot.
10. If an Owner requires an Assistance Animal, they are required to provide the Owners Corporation with a letter from the relevant prescribed animal training organisation, or evidence that the Assistance Animal is accredited under New South Wales law.
11. Owners keeping an Approved Animal (including Assistance Animals) within their Lot are

subject to the following conditions.

- 11.1 Owners must keep their Approved Animal within the Lot;
- 11.2 When on the Common Property, Owners must ensure that their Approved Animal is properly restrained and/or carried at all times;
- 11.3 Owners must ensure their Approved Animal does not enter areas of Common Property deemed off-limits by the Committee from time to time;
- 11.4 Owners must ensure that their Approved Animal does not cause any damage to Lots or Common Property;
- 11.5 Owners must transport their Approved Animal in and out of the building via the basement carpark using the lift;
- 11.6 Owners must ensure that their Approved Animal does not create noise which continually disturbs other Owners' peaceful enjoyment of their property. In the event of continual disruption by an Animal, the Owners Corporation may ask the Owner of the Approved Animal to remove the Approved Animal from the Lot and/or Common Property;
- 11.7 In the event an Approved Animal causes harm (physical or otherwise) to any person on the Common Property or within a Lot, the Owners Corporation may direct the Owner of the Approved Animal to remove the Approved Animal from the Lot and/or Common Property;
- 11.8 Owners are responsible for the cleaning and the Costs of cleaning of all areas within the Lot and/or Common Property, should such cleaning be required as a consequence of the Approved Animal's presence;
- 11.9 Owners will not make a claim upon the Owners Corporation's insurance in respect of anything arising from the keeping of an Approved Animal;
- 11.10 Owners must maintain the health and hygiene of the Approved Animal so as to prevent the spread of communicable diseases to other Approved Animals and people in the building;
- 11.11 Owners must indemnify the Owners Corporation for any Costs associated with the keeping of the Approved Animal. Such costs include all actions, proceedings, demands, costs, expenses, and damages which may be incurred by, brought, or made against the Owners Corporation.
12. The Owners Corporation may withdraw its Approval of an Approved Animal at any time if the Approved Animal is or becomes vicious, noisy, offensive, or a nuisance. By way of illustration, an Approved Animal may be determined by the Owners Corporation to be a nuisance if it regularly and loudly barks so as to interfere with another Owner's quiet enjoyment of their Lot and/or use of Common Property.
13. Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner in respect of a breach of any of the provisions of this by-law.
14. A further breach under this by-law after a notice referred to in clause 14 has been served on an Owner will entitle the Owners Corporation to require the immediate removal of the Approved Animal from the building.
15. If the Owners Corporation withdraws its Approval, the Owner must remove the Approved Animal immediately from the Lot and keep the Approved Animal away from the Lot and Common Property.
16. Owners are responsible for all Costs.
17. Where the Owners Corporation has incurred Costs on behalf of an Owner, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.
18. Owners will sign all documents and do all things necessary to facilitate the matters the subject of this by-law

18. Appearance of Lot

- 18.1 An Owner or Occupier must not, except with the prior approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building. Any window covering or glass door covering must have a plain white or off-white backing so that when such coverings are drawn across the window or glass door, only the plain white or off-white backing is visible from outside the Lot. Vertical blinds are prohibited.
- 18.2 An Owner or Occupier must not, except with the prior approval of the Owners Corporation, install on the Lot or on Common Property any radio or television aerial, satellite or any receiving or transmitting device, security device or associated wires.
- 18.3 An Owner or Occupier must not operate from the Lot or from Common Property any radio, transmitter, receiver, telecommunications device or electronic equipment that may interfere with any domestic appliance or apparatus lawfully in use on the Strata Parcel.

19. Change in Use of Lot to be Notified

- 19.1 An Owner or Occupier 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).
- 19.2 An Owner or Occupier must not use the Lot for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the good reputation of the Strata Scheme.
- 19.3 If the Lot comprises an area for car parking, such area must be used only for the purpose of parking a motor vehicle and must not be used as an area for storage of any other items

20. Insurance Premiums

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, do or permit to be done anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

21. Works Bylaw

21.1 Applies to

- (a) work which results in additions to the Common Property, alterations to the Common Property or the creation of a new structure on Common Property for the purposes of improving or enhancing the Common Property;
- (b) Cosmetic Building Work;
- (c) Minor Building Work;
- (d) Major Building Work; and
- (e) Common Property Rights By-law Work.

21.2. APPROVAL

- (a) Owners must not carry out or commence to carry out Work without following the procedures in this Section.
- (b) Cosmetic Building Work may be carried out without the approval of the Owners Corporation or the Strata Committee.
- (c) Minor Building Work may only be carried out with the approval of the Strata Committee and by otherwise following the procedures in this Section.
- (d) Major Building Work may only be carried out with the approval of the Owners Corporation in general meeting by way of special resolution (and if necessary supported by the relevant by-law) and by otherwise following the procedures in this Section.
- (e) Common Property Rights By-law Work may only be carried out if the subject of a registered Common Property Rights By-law and by otherwise following the procedures in this Section.

21.2 Approval to Minor Building Work

- (a) The approval of the Strata Committee may be given subject to reasonable conditions and cannot be unreasonably withheld.
- (b) If the work is installing or replacing wood or hard floors, then the Strata Committee may require as a condition of its approval a report from a properly qualified consultant specifying the proposed acoustic treatment together with certification from the consultant once the work is completed so as to ensure the work does not result in a breach of by-law 39.

21.3 Approval to Major Building Work

In addition to the information required by point 21.5, when carrying out Major Building Work the application to the Owners Corporation must be accompanied by:

- (a) a draft of the special resolution sought by the Owner authorising the carrying out of the work; and
- (b) if the ongoing maintenance of Common Property affected by or the subject of the work is to be the responsibility of the Owner:
 - (i) a draft of the by-law to that effect;

- (ii) the Owner's written consent to the making of the by-law; and
- (iii) any fee prescribed by the Owners Corporation for the purposes of making the by-law.

21.4. CARRYING OUT WORK

21.5 The application

The application for approval to Work must include the following:

- (a) any fee prescribed by the Owners Corporation;
- (b) a general description of the proposed work;
- (c) detailed plans and specifications for the work;
- (d) if relevant, a report from a properly qualified engineer concerning the impact of the work on the structural integrity of the Building;
- (e) if relevant, information on the type, make and size of machinery the subject of the work (including details of manufacturers and suppliers);
- (f) information on all approvals, consents and permits required for the work;
- (g) copies of all approvals, consents and permits obtained for the work;
- (h) details of persons carrying out the work, including qualifications to carry out the work; and
- (i) arrangements to manage any resulting rubbish or debris.

21.6 Pre-conditions to commencing Work

Building Work may not commence unless:

- (a) the relevant approval of the Strata Committee or the Owners Corporation has been obtained to the work;
- (b) (if applicable) the appropriate by-law has been registered;
- (c) (if applicable) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable) and copies provided to the Owners Corporation
- (d) (if applicable) all relevant insurances are in place and copies of the policy and the certificate of currency provided to the Owners Corporation;
- (e) (if applicable) the bond required by the Owners Corporation, has been paid to the Owners Corporation;
- (f) the Owners Corporation has been given reports and other information requested in connection to with the work;
- (g) the Owners Corporation has been given details of the builder/ contractor carrying out the work (and a point of contact (including name and telephone number))
- (h) any fee required by the Owners Corporation in connection with the work has been paid; and
- (i) all reasonable fees requested by the Owners Corporation have been paid for:
 - (i) reviewing the proposal (including legal and consultant fee's)
 - (ii) convening any relevant meeting (including the strata managing agent's fee);
 - (iii) registering the relevant by-law.

21.7 Access to Common Property

Owners who have received approval to carry out Work may access all relevant parts of Common Property for such reasonable time as may be necessary to carry out the work (or for such time as nominated in an approval) as approved by the Owners Corporation.

21.8 Bond

In processing an application for Major Building Work, the Owners Corporation may require the payment of a bond:

- (a) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation as a result of the work;
- (b) to be applied by the Owners Corporation towards rectification of possible damage to Common Property as a result of the work; or
- (c) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its Functions associated with the work.

21.9 Conditions when carrying out Work

When carrying out Work, Owners must:

- (a) comply with the reasonable requirements of the Owners Corporation and the conditions in any consent from the Strata Committee and the Owners Corporation;
- (b) ensure the work is carried out in a competent and proper manner;
- (c) use only qualified and, where appropriate, licensed tradesmen;
- (d) ensure the work is carried out without undue delay;
- (e) ensure no materials, tools, rubbish or debris are left lying on Common Property;
- (f) cause as little disturbance as is practicable to other Owners;
- (g) ensure any damage caused to any part of the Common Property by carrying out the work is repaired;
- (h) ensure any damage to the property of another Owner by carrying out the work is repaired; and

- (i) ensure the work is only carried out within the times permitted by a Development Consent or if there is no Development Consent within times prescribed by the Owners Corporation.

21.10 Completion of Work

On completion of Work, Owners must:

- (a) ensure all rubbish and debris caused by the work is removed from the Building and environs;
- (b) ensure Common Property is left clean and tidy;
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the work;
- (d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed work does not impact on the structural integrity of the Building; and
- (e) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed work complies with all approvals and consents.

21.11 Work must comply with Laws and requirements of Authorities

Owners who have carried out Work must ensure the completed work complies with the requirements of all Laws and Authorities and does not result in the Owners Corporation breaching a Law or the requirement of a Authority.

21.12 Indemnity

Owners who have carried out Work agree to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (a) as a result of the work (including costs to approve the work); and
- (b) arising out of damage to property (including Common Property) or injury to persons as a result of the work or resulting from the work once completed.

21.13 Right of Owners Corporation to remedy

At its election, the Owners Corporation may:

- (a) perform an obligation which an Owner has failed to perform within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of a Lot to carry out a Function in this by-law; and
- (c) recover its costs incurred in carrying out its Functions in this by-law (including legal costs and disbursements on an indemnity basis) as a debt due and owing to the Owners Corporation, together with interest, such interest being payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

21.14 Future alterations to Work

Owners must not make alterations, additions or modifications to Work, once completed, without following the procedures in this by-law.

21.15 Work not permitted to remain

Owners may not keep on their Lot or Common Property Work which has not been approved in accordance with this Section.

21.16 Development Consent

Consent by the Owners Corporation to a Development Application must not be regarded as consent by the Owners Corporation to carry out the Work the subject of the Development Application.

21.17 Cosmetic Building Work

Point 21.5 (other than points (g) and (h)) does not apply to Cosmetic Building Work.

21.18.GENERAL

21.18.1 Occupiers

- (a) References in this Section to "Owner" do not include the Occupier of the Lot.
- (b) Occupiers are not permitted to, and must not, carry out Work of any kind.

21.19 Original Owner

Other than as required by the Legislation, the provisions of this Section do not apply to the Original Owner.

22. Refurbishment of Common Property

In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation has the power to Refurbish Common Property.

23. Air-Conditioning System

23.1 An Owner or Occupier of a Lot where an Air-conditioning System exclusively servicing the Lot is partly in the Lot and partly in Common Property or is wholly in Common Property, has the right of exclusive use and enjoyment of and a special privilege in respect of that Air-conditioning System on the following conditions:

- a) the Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this By-law and the use of the Air-conditioning System; and
- b) the Owner complies with all requirements of any Authority in connection with the Air-conditioning System; and
- c) the Owner is responsible for the running costs of the Air-conditioning System; and
- d) the Owner maintains and keeps the Air-conditioning System in good and serviceable repair; and
- e) the Owner is responsible for the renewal or replacement of the Air-conditioning System, if necessary; and
- f) the Owners Corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair, the Common Property the subject of this By-Law 25, except for the Air-conditioning System.

24. Air Conditioning Installation Parameters

24.1 An Air-conditioning System installed for a Lot may be a ducted split system or a console type split system. One piece package units, normally referred to as room air conditioners, which protrude through windows or walls are not permitted.

24.2 No part of an Air-conditioning System installed for a Lot may be visible from outside the Lot.

24.3 The type and style of the part of an Air-conditioning System which is inside the Lot is at the discretion of the Owner or Occupier.

24.4 In the case of a ducted Air-conditioning System the available roof space and layout of the Lot will dictate whether 2 systems or one is required. Dropper ducts from the roof through the first floor to the ground will best be concealed within cupboards or wardrobes. It would appear to be impractical to build in a ducted Air-conditioning System in a Lot as the cutting of openings in walls may be not permissible for structural reasons. In addition, the false ceiling to go under the air conditioning system to conceal it would require considerable building work and may be at an unacceptably low level.

24.5 A console style split system offers 3 options. The most popular is the high wall unit which fits on the wall close to the ceiling with minimal intrusion in relation to furnishings. Others are the floor standing vertical unit (if space permits) and the under ceiling horizontal unit (if ceiling height permits). Multiple console split systems to serve all rooms are acceptable if the outdoor condensers comply with By-Law 25 below.

24.6 Pipe work and control wiring from the indoor unit(s) to the outdoor condensers must be concealed. It is a requirement that slimduct trunking be used for all external pipe work and cabling. The use of angle iron brackets or loose bricks as support is not acceptable. All tubing and fittings must colour match the adjacent wall.

24.7 Chasing of structural walls is not permitted under any circumstances.

24.8 Drainage from indoor units should be taken to the nearest suitable outlet. If taken to the outside of the Lot, it may be possible to feed the water to plants, otherwise an airbreak or tundish must be utilised at sewer or drainage connections.

Outdoor condensers must meet the following criteria:

If on a balcony:

- must operate within the limits of the available 240v power in the Lot.
- dimensions of 900w x 350d x 700h must not be exceeded.
- must have off-white or white powdercoat finish to all surfaces.
- must not emit noise more than 5dB above the ambient background noise level at any time, day or night, at the boundary of the Lot.
- must be located so as to be against the wall section at the rear of the balcony. Not to be placed close to the balcony edge or railing.
- must not create a fall hazard by reason of its proximity to the balcony railing.
- must be drained to the stormwater floor waste to prevent water running across balcony in winter heating mode.
- must be set on anti vibration pads to prevent transmission to adjacent Lots.
- multiple condensers on one balcony are not acceptable.
- entry of conduits from the balcony into the Lot must be via openings in the frame below the sliding doors and these are to be made waterproof on completion of the installation. No holes are to be drilled in the concrete hob for structural reasons.

If in a courtyard:

- must operate within the limits of the available 240v power in the Lot.
- must be located next to hot water unit or similar equipment if at all possible, close to the wall. It must not be freestanding in the courtyard.
- must have off-white or beige powdercoat finish to all surfaces.

- must not emit noise more than 5dB above the ambient background noise level at any time, day or night, at the boundary of the Lot.
- must be set on a suitable support such as concrete pad or support bracket with anti vibration pads. Loose bricks are not an acceptable support.
- pipe connections must be concealed slimduct trunking right up to the condenser casing. Exposed valves, flair nuts or insulation are not acceptable.
- entry of conduits from the courtyard into the Lot must be via drilled holes in the frame below the sliding doors and these are to be made waterproof on completion of the installation. No holes are to be drilled in the concrete hob for structural reasons.

25.Restrictions on Installation of Air-Conditioning Systems

25.1 An Owner must not install or retain on a Lot or Common Property any air-conditioning system unless:

- a) a certificate from an electrical consultant that the switchboard for the Lot has capacity to cater for the additional load resulting from the Air-conditioning System has been provided to the strata committee; and
- b) the approval of the strata committee for the installation has been obtained; and
- c) the Installation Parameters are complied with; and
- d) the approval of any Authority whose approval for the installation is required has been obtained.

25.2 This By-Law does not apply to the Lots referred to in the Schedule to this by-law.

THE SCHEDULE TO BY-LAW 25
Lots 1, 38, 41, 50, 53 to 56 inclusive, 60-65
inclusive, 68, 84, 94 and 107 to 109 inclusive

26.Rules

26.1 In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation has the power under this By-law to make rules about the control, management, operation, use and enjoyment of the Strata Parcel generally and Common Property or a part of it, in particular (Rules).

26.2 The Owners Corporation may vary Rules at any time.

26.3 If a Rule is inconsistent with the Strata Management Act, any by-law or a requirement of an Authority, the Strata Management Act, the by-law or the requirement of the Authority, as the case may be, prevail to the extent of the inconsistency.

26.4 Rules bind an Owner and Occupier and any person on the Strata Parcel with the express or implied consent of an Owner or Occupier or the Owners Corporation.

27.Agreement with Adjoining Strata Scheme

In addition to its powers under the Strata Management Act, the Owners Corporation has power under this By-Law to enter into an agreement with the strata scheme constituted on registration of Strata Plan 75931 (Adjoining Strata Scheme) regarding the control, administration, maintenance and insurance of the area comprised in Lot 101 in DP1091279. The agreement will split the cost of such control, administration, maintenance and insurance on a 50/50 basis between the Strata Scheme and the Adjoining Strata Scheme.

28. Advertising

28.1 An Owner or Occupier must not, except with the prior approval of the Owners Corporation, erect, display, affix or exhibit in the Strata Parcel any Advertising visible from any Lot or the Common Property or outside the Strata Parcel.

28.2 In erecting, displaying, affixing or exhibiting Advertising in accordance with this By-Law, An Owner or Occupier must:

- (a) use reasonable endeavours to ensure that Owners or Occupiers are caused as little inconvenience as is reasonably practicable; and
- (b) cause any damage resulting from the Advertising to be repaired on a timely basis and in a good and workmanlike manner.

29.Name Plates

29.1 The Owner of each of the Lots has the right of exclusive use and enjoyment of and a special privilege to affix in a position adjacent to the external entrance to the Lot a name plate on the following conditions:

- a. the name plate must be professionally made and presented in a professional and tasteful manner;
- b. the style of the name plate is in accordance with the style, if any, designated from time to time by the Facilities Manager;
- c. the name plate is limited to the Owner's trading name, a description of the business and the Owner's trademark or insignia;
- d. the size and style of the name plate must be approved by the Facilities Manager and must be consistent in appearance with other name plates installed on the strata scheme;
- e. the Owner is responsible for keeping the name plate clean and in good condition;

- f. the Owner indemnifies the Owners Corporation for any damage, loss or claim resulting from the affixing of a name plate in accordance with this by-law;
 - g. the Owner, or their Occupier, when leaving the strata scheme, or ceasing to operate a business from their Lot which is on the name plate, must remove the respective business name plate from the Common Property and reinstating the Common Property as close to the original state as possible; and
 - h. the Owners Corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the Common Property the subject of this By-Law, except for the name plate.
- 29.2 For the purposes of this by-law:
- a. "Owner" means an owner or owners of a Lot from time to time on the strata scheme.
 - b. "Occupier" means an occupier, tenant, lessee, licensee, sub-lessee or sub-licensee of a lot from time to time on the strata scheme.
- "Lot" means the owner of lot 1 and lots 60-65 inclusive on the strata scheme.

THE SCHEDULE TO BY-LAW 29 Lot 1 and Lots 60-65 Inclusive

30. Restriction of Creation of Exclusive Use By-Laws

- 30.1 No by-law conferring on the Owner of a Lot in the Plan, or the Owners of several Lots in the Plan so specified:
- (a) a right of exclusive use and enjoyment of the whole or any specified part of the Common Property; or
 - (b) special privileges in respect of the whole or any specified part of the Common Property
- may be made without the prior consent of the Council.
- 30.2 This By-Law cannot be changed without the prior consent of the Council.

31. Care of Landscaped Areas and Planters

- 31.1 An Owner or Occupier whose Lot includes a landscaped area or planter on the boundary of the Lot or a balcony adjoining the Lot must ensure that:
- a) so far as is practicable any grass and plants in the landscaped area or a planter are maintained in a healthy and vigorous condition; and
 - b) any grass or plant, which is damaged, diseased or dies is promptly replaced, where practicable, with a grass or plant of the same species and similar size or with another plant as agreed with the Owners Corporation; and
 - c) the planter is properly maintained and kept in a state of good repair in accordance with the directions given by the Owners Corporation from time to time; and
 - d) in watering plants on any balcony adjoining the Lot, an Owner or Occupier must be careful not to affect Common Property or any other Lot and will not have a mechanical watering system installed on a Lot.
- 31.2 If an Owner or Occupier fails to comply with this By-law the Owners Corporation may give notice requiring compliance.
- 31.3 If an Owner or Occupier fails to comply with a notice given under this By-law, the Owners Corporation or the Facilities Manager may at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this By-law.
- 31.4 Any expense incurred by the Owners Corporation or the Facilities Manager under this By-law is recoverable as a debt against the Owner or Occupier in a court of competent jurisdiction.

32. Work Health and Safety

- 32.1 An Owner or Occupier of a Lot must not create any hazard that may breach work health and safety standards or cause the affect of a breach of such standards. This by-law refers to occupational health and safety standards referable to Australian Standards or under the provisions of the *Work Health and Safety Act 2011 (NSW)*.
- 32.2 This By-law refers to matters like:
- (i) safe balustrade heights;
 - (ii) safety around pools;
 - (iii) safe driving in car parks; and
 - (iv) weight and positioning of planters on balconies.
- 32.3 If an Owner or Occupier of a Lot has any concerns in relation to this By-law they should discuss such issues with the Facilities Manager.

34 Use of Certain Lots for Home Occupations

Each of Lot 1 and 60-65 inclusive comprises a terrace unit with a home office and may be used for "home occupations" in accordance with the Sydney Regional Environmental Plan No. 29 - Rhodes Peninsula (SREP29). These Lots must be used in strict accordance with SREP29.

35.Provision of Amenities or Services

- 35.1 The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
- (a) window cleaning;
 - (b) garbage disposal and recycling services;
 - (c) electricity, water or gas supply;
 - (d) Telecommunication services (for example, cable television).
- 35.2 If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount payable for the amenity or service on the basis on which that amount is calculated and the conditions on which, it will provide the amenity or service.
- 35.3 Note: Section 111 of the Strata Management Act provides that an Owners Corporation may enter into an agreement with an Owner or Occupier of a Lot for the provision of amenities or services by it to the Lot or to the Owner or Occupier.

36.Compliance with Planning and Other Requirements

- 36.1 The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.
- 36.2 The Owner or Occupier of a Lot must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

37. Parking Bollards

1. This by-law provides that any Owner of a lot may install Parking Bollard on and in their lot and on so much of the common property as is necessary.
2. For the purposes of this by-law, "Owner" means the owner or owners of all lots in strata plan no.76920.
3. For the purpose of this by-law, "Parking Bollards" means the alterations and additions undertaken by an Owner (at the Owner's cost and to remain that Owner's fixtures) to block access to their car parking space by installing a fixed retractable bollard on the lot or so much of the common property that is necessary.
4. The Owner must -
 - (a) not install the Parking Bollard except in accordance with the by-law; and
 - (b) ensure that any Parking Bollard installed before the making of this by-law complies with this by-law.
5. To the extent of any inconsistency between this by-law and any other by-law, this by-law prevails.

Conditions

Before installing the Parking Bollard

6. The Owner must obtain approval for the installation of the Parking Bollard from:
 - (a) the strata committee of the Owners Corporation;
 - (b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
 - (c) any other relevant statutory authority whose requirements apply to the installation of the Parking Bollard.
7. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the installation of the Parking Bollard.
8. The Owner must ensure that any party installing the Parking Bollard effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and provides certificates of currency evidencing the insurance on request by the Owners Corporation.

Installing the Parking Bollard

9. When installing the Parking Bollard, the Owner must:
 - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
 - (b) protect all areas of the building outside their lot from damage by the installation of the Parking Bollard or the transportation of construction materials, equipment, debris;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the installation of the Parking Bollard;
 - (d) only install the Parking Bollard at the times approved by the Owners Corporation;

- (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - (f) remove all debris resulting from the installation of the Parking Bollard immediately from the building; and
 - (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the installation of the Parking Bollard.
10. The Owner must ensure that the installation of the Parking Bollard shall be done:
- (a) in a proper and workmanlike manner and by duly licensed contractors; and
 - (b) in accordance with any documents approved by the Owners Corporation and local council (if required).
11. The Owner must ensure that the installation of the Parking Bollard comply with the standards as set out in the Building Code of Australia (BCA) current at the time any documents relating to the installation of the Parking Bollard are submitted to Owners Corporation.
12. The Owner must ensure that the Parking Bollard is wholly within the boundary of the lot and does not prevent access to any other lot and/or areas of common property, except where the adjoining Owner and/or Owners Corporation have given written consent for this purpose.

After the Installation of the Parking Bollard

13. The Owner must, at the Owner's cost:
- (a) properly maintain and keep the common property to which the Parking Bollard is erected or attached in a state of good and serviceable repair; and
 - (b) properly maintain and keep the Parking Bollard in a state of good and serviceable repair and must replace the Parking Bollard (or any part of them) as required from time to time.

Liability and Indemnity

14. The Owner indemnifies the Owners Corporation against all loss and damage suffered by the Owner as a result of installing the Parking Bollard including the repair and maintenance of the Parking Bollard and liability under section 65(6) of the Act in respect of repair of the common property attached to the Parking Bollard.
15. Any loss and damage suffered by the Owners Corporation as a result of installing, maintaining or replacing the Parking Bollard may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
16. To the extent that section 106 (3) of the Act is applicable, the Owners Corporation determines it is inappropriate to maintain, renew, replace or repair the Parking Bollard proposed under this by-law.
17. The Owners Corporation reserves the right to take action against an Owner to replace the Parking Bollard or reinstate the common property affected by the installation of the Parking Bollard to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
18. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Act.

38. Use of Swimming Pool Area

**PART 1
GRANT OF POWER**

- 1.1 In addition to the powers, authorities, duties and functions conferred or imposed on it pursuant to the Act, the owners corporation shall have the additional powers, authorities, duties and functions to regulate the use of the Swimming Pool Area in the strata scheme on the conditions in Part 3 of this by-law.

THIS BY-LAW TO PREVAIL

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

COMPLIANCE

- 1.3 Without limiting the effect of, and notwithstanding anything contained in, the by-laws applicable to the strata scheme, all Owners, Occupiers and invitees are subject to the conditions outlined 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.
- (b) **Building** means the building situated at 42 Rider Boulevard, RHODES NSW 2138.
- (d) **Lots** mean all the lots in strata plan 76920.
- (d) **Owner** means the owner of the respective Lot. (f) **Occupier** means the occupier of a Lot.
- (g) **Plan** means the plan showing the Swimming Pool Area, annexed hereto and marked "A".
- (h) **Pool** means the pool located in the strata scheme, and being in the Swimming Pool Area.
- (i) **Swimming Pool Area** means the Pool and the enclosed area around the Pool, as shown on the Plan.
- (j) **Visitor** means any person that is not an Owner or Occupier.

2.2 Interpretation

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

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

PART 3 CONDITIONS

3.1 An Owner or Occupier must:

- (a) ensure that Visitors do not enter the Pool without an Owner or Occupier;
- (b) dry themselves, and ensure that Visitors accompanying them are dry, before entering the Building to prevent damage to the carpet and elements of the common property;
- (c) not bring glass objects of any kind into the Swimming Pool Area;
- (d) not consume any alcoholic beverages in the Swimming Pool Area;
- (e) not bring any alcoholic beverages into the Swimming Pool Area;

- (f) use their best endeavours not to cause a nuisance and to cause as little disruption as possible when using the Pool or being in the Swimming Pool Area;
- (g) not impede other Owners or Occupiers access to and use of the Swimming Pool Area; and
- (h) not permit any child of whom they have control to:
 - (i) be, play or remain in the Swimming Pool Area unless accompanied by an adult exercising effective control; and
 - (i) leave the Swimming Pool Areas wet and/or drip water on the common property of the Building.
- (i) not allow use of the bathroom facilities within the Swimming Pool Area unless the Owners or Occupiers are using the area for swimming.
- (j) not allow tradespeople to use the bathroom facilities.

3.2 An Owner or Occupier:

- (a) acknowledges and agrees that the Swimming Pool Area may only be used for the purposes of recreation, health and/or fitness; and
- (b) acknowledges and agrees that the Swimming Pool Area must not be used for commercial purposes including but not limited to swim coaching or fitness coaching.

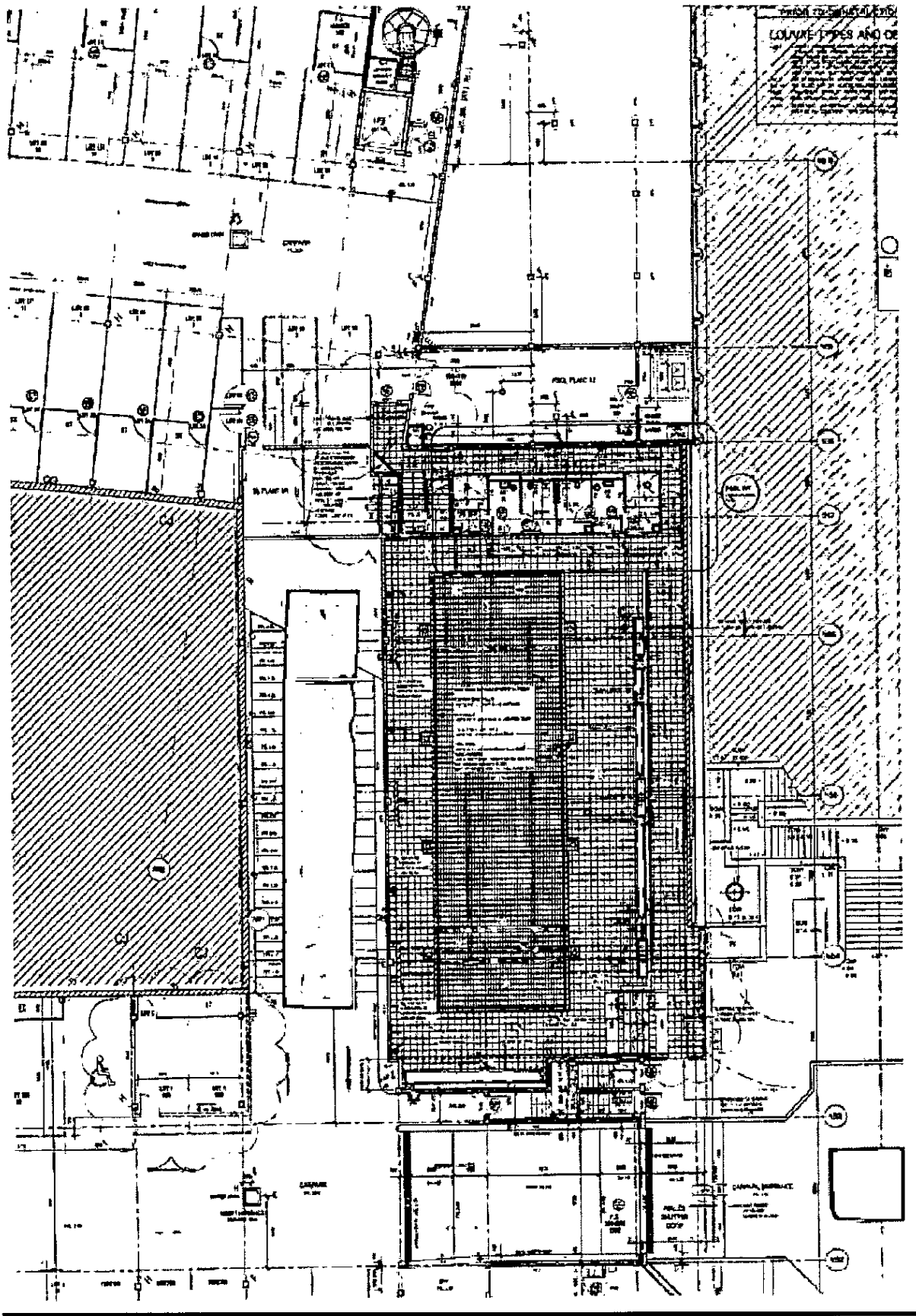
3.3 An Owner or Occupier must ensure that their Visitors:

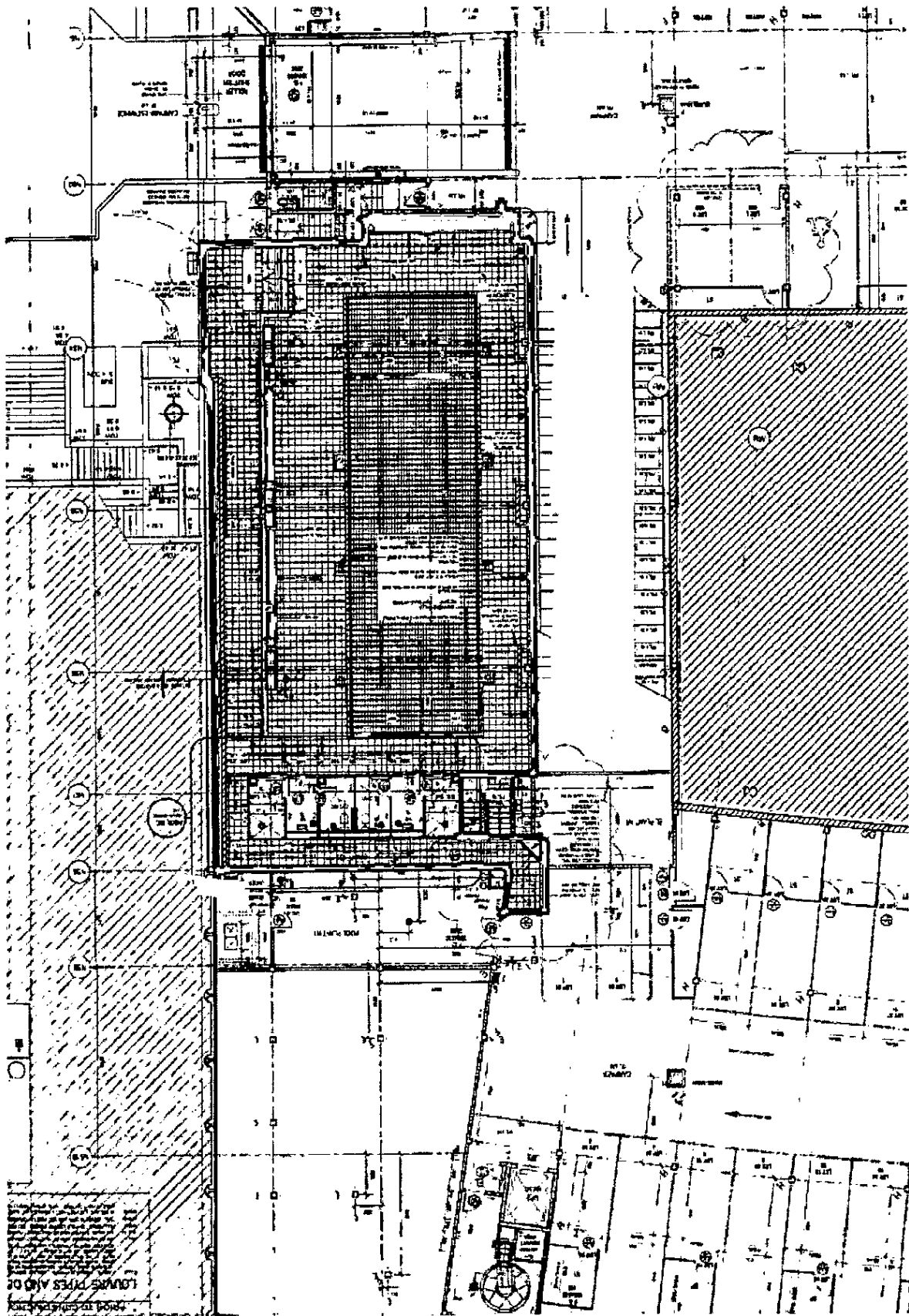
- (a) comply with the provisions of this by-law at all times when using the Swimming Pool Area; and
- (b) are accompanied by an Owner or Occupier at all times.

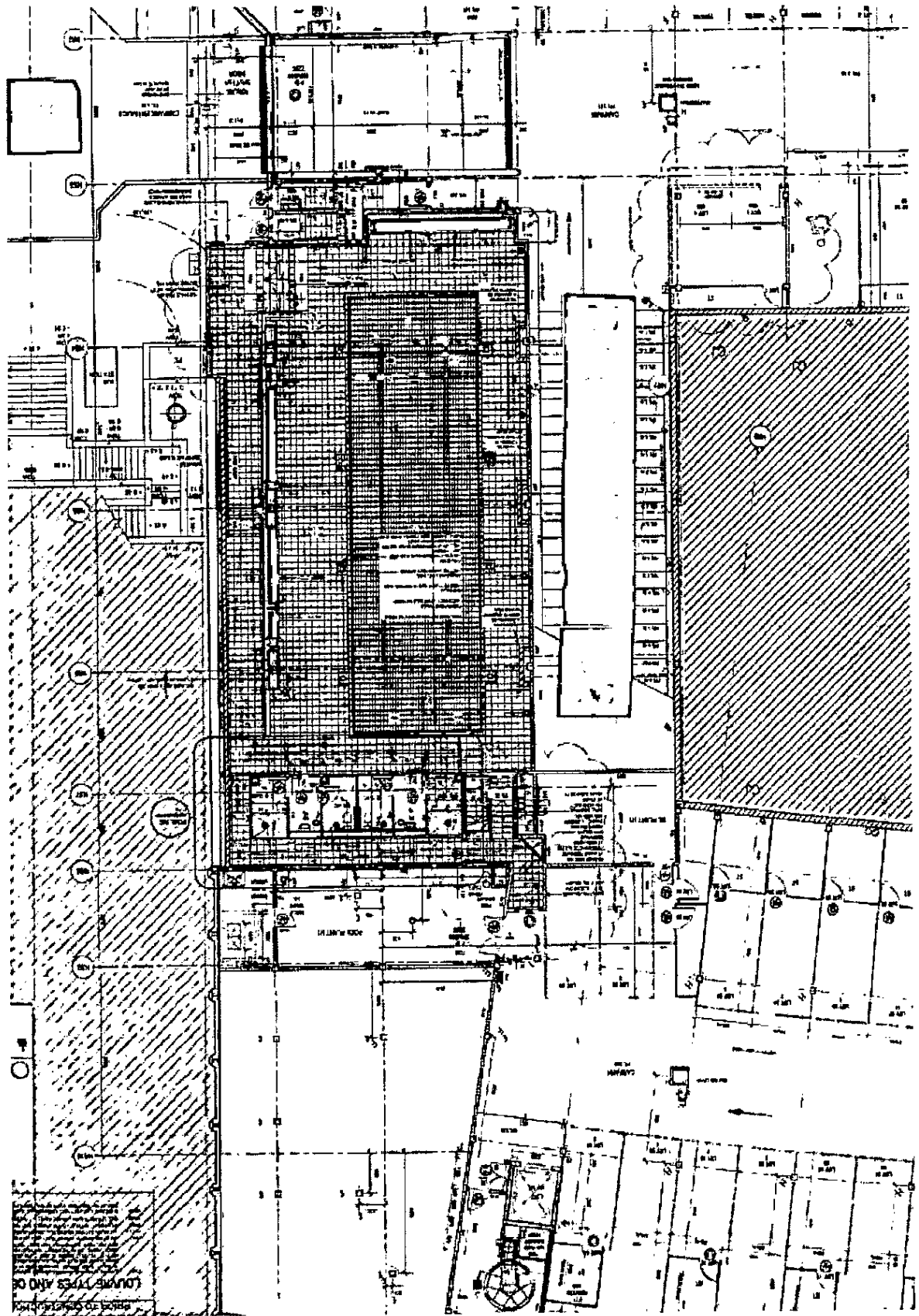
3.4 Owners and Occupiers acknowledge and agree that they will indemnify the owners corporation for any loss, injury or damage to persons, personal property, or lot or common property as a result of the use of the Swimming Pool Area by their Visitor, unless such loss, injury or damage is caused by the fault of the owners corporation or its agents, contractors or representatives.

PART 4

4.1 An Owner or Occupier must comply with any reasonable directions of the Owners Corporation given under this by-law.







39. Installation of Flooring Covers

SCOPE OF BY-LAW

1. This by-law provides that any owner of a lot may remove and install Floor Coverings in their lot and on so much of the common property as is necessary with the prior written consent of the strata committee.
2. An owner must ensure that the Floor Coverings to the lot are covered or otherwise treated to an extent sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of the owners or occupiers of another lot.
3. For the purpose of this by-law Floor Coverings mean floating timber floors, tile floors and any other hard flooring such as timber, ceramic or other floor coverings that replace the existing flooring on the lower boundary of the respective lot.
4. Floor Coverings does not include the flooring in the bathrooms, lavatory, kitchen, laundry and balcony of the lot, provided that such a room is in its original location in the lot.
5. The owner must remove and install the Floor Coverings in their lot in accordance with the conditions provided in this by-law.
6. To the extent of any inconsistency with previous by-laws, this by-law prevails.

CONDITIONS

Before changing the Floor Covering

7. The owner must notify the owners corporation at least 21 days before changing the Floor Coverings in their lot and obtain the prior written approval for the removal and installation of the Floor Covering from –
 - a) the strata committee of the owners corporation;
 - b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if applicable); and
 - c) any other relevant statutory authority whose requirements apply to removal and installation of the floor coverings or surfaces.
8. The owner must submit to the owners corporation the following documents relating to the removal and installation of the Floor Coverings upon notification –
 - a) plans and drawings;
 - b) specifications; and/or
 - c) any other documents reasonably required by the owners corporation.
9. The owners must ensure that any party carrying out the removal and replacement of the Floor Coverings effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10 million and provides certificates of currency evidencing the insurance on request by the owners corporation.
10. The owner must ensure that the Floor Coverings comply with the minimum noise installation rating of $L_n T, w \leq 45$ (3-star AAAC rating)

Carrying out the removal and installation

11. In carrying out the removal and replacement of the Floor Coverings, the owner must:
 - a) transport all construction materials, equipment, debris and other materials, in the manner reasonably directed by the owners corporation;
 - b) protect all areas of the building outside their lot from damage by the removal and installation of the Floor Coverings or the transportation of construction materials, equipment, debris;
 - b) keep all areas of the building outside their lot clean and tidy throughout the performance of the removal and installation of the Floor Coverings;

- d) only remove and install the Floor Coverings at the times approved by the owners corporation;
 - e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - f) remove all debris resulting from removing and installing the Floor Coverings as soon as reasonably practicable from the building; and
 - g) comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Floor Coverings.
12. The owner must ensure that the removal and installation of the Floor Coverings shall be done:
- a) in a proper and workmanlike manner and by duly licensed contractors; and
 - b) in accordance with the drawings and specifications approved by an acoustic consultant and local council (if applicable).

After changing the floor coverings

13. The owner must notify the owners corporation that:
- a) the works have been completed; and
 - b) all damage, if any, to the lot and common property caused by the installation of the Floor Coverings has been rectified.
14. The owner must deliver to the owners corporation the following documents relating to the removal and installation of the Floor Coverings:
- a) certification by an acoustic consultant nominated by the owner or the owners corporation;
 - b) certification by an engineer nominated by the owners corporation as to the structural integrity of the floor coverings and the building (if required by the owners corporation); and
 - c) any other document reasonably required by the owners corporation.
15. The owner must, at the owner's cost:
- a) properly maintain and keep the common property to which the Floor Coverings are installed or attached in a state of good and serviceable repair; and
 - b) properly maintain and keep the Floor Coverings in as state of good and serviceable repair and must replace the Floor Coverings (or any part of them) as required from time to time.

LIABILITY AND INDEMNITY

16. The owner indemnifies the owners corporation against all loss and damage suffered by the owner as a result of installing the Floor Coverings including the repair and maintenance of the Floor Coverings.
17. The owner indemnifies the owners corporation of any liability in respect any proceedings, actions or claims is made against the owners corporation as a result of the installation of the Floor Coverings.
18. Any loss and damage suffered by the owners corporation as a result of the installation of the Floor Coverings must be repaired immediately at the owner's expense and may be recovered from the owner as a debt due to the owners corporation on demand.
19. To the extent that section 62(3) of the *Strata Schemes Management Act 1996* is applicable, the owners corporation determines it is inappropriate to maintain, renew, replace or repair the Floor Coverings proposed under this by-law.

BREACH OF BY-LAW

20. The owners corporation reserves the right to take action against an owner to replace the floor coverings or reinstate the original floor coverings if -

- a) the owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the owners corporation to rectify the breach;
- b) another lot owner or occupier is successful in any claim about noise transmission from the lot as a result of the installation of the Floor Coverings; and
- c) if a certificate, as required under 13(a) is not provided to the owners corporation within one (1) month of completion of the installation of the Floor Coverings.

21. The Managing Agent be authorized to register this by-law on behalf of the owners corporation affix the common seal in accordance with section 238 of the Strata Schemes Management Act 1996

40. Balcony Louvres

Purpose of By-law

(1) This Common Property Rights By-law confers on the Owner Special Privileges to perform Balcony Louvre Works on their Lot and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Balcony Louvre Works undertaken in accordance with the conditions in this Common Property Rights By-law.

(2) This Common Property Rights By-law does not apply to any original balcony louvres installed on the strata scheme at the time of registration of the strata plan.

Defined Terms and Interpretation

(3) "Lot" is Lot 1-109 on the strata scheme.

(4) "Owner" means the owner or owners of the Lot from time to time on strata plan no.76920.

(5) "Special Privileges" means the privilege to alter and add to the common property by performing Balcony Louvre Works that affect the common property.

(6) "Balcony Louvre Works" means the alterations and additions performed by the Owner (at the Owner's expense and to remain the Owner's fixture) to install louvre system on the balcony of the Lot, consistent with the existing original louvres installed on the strata scheme, in accordance with the following specifications -

- a.louvres must be sliding system only (i.e. cannot be bi-fold, fixed or other type);
- b. louvres must be consistent in colour with the existing original louvres installed on the scheme, or where that colour is no longer available the closest match to that colour or as agreed to by the strata committee of the owners corporation;
- c.louvre system must also be to full height (i.e. floor to ceiling - cannot be installed on top of the balustrade);
and
- d.louvre system must be installed inside the balustrade (i.e. cannot be outside the balustrade).

(7) 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 visa versa;
- c.words importing a gender include any gender;
- d.words defined in the Act have the meaning given to them in the Act; and
- e.references to legislation includes references to amending and replacing legislation.

(8) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

Grant of Special Privileges

(9) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

CONDITIONS

Before undertaking Balcony Louvre Works Planning and Approvals

(10)The Owner must obtain the approval of the strata committee prior to installation Balcony Louvre Works.

(11)The Owner must, if required by law, obtain written approval for the Balcony Louvre 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 Balcony Louvre Works.

Specification of Balcony Louvre Works

(12)The Owner must submit to the strata committee of Owners Corporation via the Strata Manager any documents reasonably required by the Owners Corporation relating to the performance of the Balcony Louvre Works prior to commencing the Balcony Louvre Works, including but not limited to:

- a.Colour(s) and style of any visible part of the Balcony Louvre Works, including brochures, specification sheets etc.;
- b. further specifications of how the Balcony Louvre Works are to be attached;
- c. details of the contractor supplying and undertaking Balcony Louvre Works, including a copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the installation of the Balcony Louvre Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim; and
- d. if required, any approvals/consents/permits from any Authorities.

Carrying out the Balcony Louvre Works Hours of Works

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

Compliance with Codes

(14)The Owner when performing the Balcony Louvre Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

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

General Conditions

(16)When performing the Balcony Louvre Works, the Owner must:

- a.ensure that the Balcony Louvre 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 Balcony Louvre 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 Balcony Louvre 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 reasonably clean and tidy throughout the performance of the Balcony Louvre Works.
- f.repair promptly any damage caused or contributed to by Balcony Louvre Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Balcony Louvre Works

(17)Immediately upon completion of the Balcony Louvre Works, the Owner must restore all other parts of the common property affected by the Balcony Louvre Works as nearly as possible to the state they were in immediately before the Balcony Louvre Works.

(18)The Owner must deliver to the Owners Corporation any documents or requisite certificates reasonably required by the Owners Corporation relating to the Balcony Louvre Works.

Owner's Enduring Obligations Maintenance and Repair

(19)The Owner must, at the Owner's expense properly maintain the Balcony Louvre 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 Balcony Louvre Works.

(20)If the Owner removes the Balcony Louvre Works or any part of the Balcony Louvre Works undertaken 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.

Liability and Indemnity

(21)The Owner indemnifies the Owners Corporation against –

- a.any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Balcony Louvre Works;
- b.any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Balcony Louvre Works; and
- c. any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Balcony Louvre Works.

(22)To the extent that section 106 (3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Balcony Louvre Works performed under this Common Property Rights By-law.

Repair of Damage

(23)The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Balcony Louvre Works no matter when such damage may become evident.

(24)Any loss and damage suffered by the Owners Corporation as a result of making and using the Balcony Louvre Works, including failure to maintain, renew, replace or repair the Balcony Louvre Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

(25)The Owners Corporation reserves the right to replace or rectify the Balcony Louvre 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, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Special By-Law No 1– Lot 96 Works

PART 1

GRANT OF RIGHT

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 2015*.
- (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) **Building** means the building situated at 42 Rider Boulevard, RHODES NSW 2138.
- (d) **Insurance** means:

- (i) contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.
- (e) **Lot** means lot 96 in strata plan 76920.
- (f) **Owner** mean(s) the owner(s) of the Lot.
- (g) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:
- 1) the removal of the existing clear toughened annealed glass in two (2) sliding glass doors;
 - 2) the installation of eight (8) pieces of 10.52mm Viridian hush laminated glass;
 - 3) the installation of Q-Lon seal;
 - 4) the removal of the current standard rollers; and
 - 5) the installation of new heavy duty rollers;

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 specifications attached to this by-law and marked "A", and the provisions of this by-law.

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) 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
- (e) 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) weeks prior to the commencement of the Works the Owner shall notify the owners corporation and each owner (by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works; and
- (b) 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 vehicles on common property whilst the Works are being conducted.

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 National Construction Code 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;
- (d) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the installation 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 (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law; and
- (f) 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.

3.5 Statutory and other requirements

- 3.5.1 The Owner must ensure that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract to do residential building work with any contractor used.
- 3.5.2 The Works must comprise materials good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.
- 3.5.3 The Owner must ensure that the work will be done in accordance with, and will comply with, the *Home Building Act 1989* or any other law.
- 3.5.4 The Owner must ensure that the work will be done with due diligence and within the time stipulated in the contract, or if no time is stipulated, within a reasonable time.
- 3.5.5 The Owner must ensure that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling.
- 3.5.6 The Owner must ensure that the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if the person for whom the work is done expressly makes known to the holder of the contractor licence or person required to hold a contractor licence, or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the holder or person, the particular purpose for which the work is required or the result that the owner desires the work to achieve, so as to show that the owner relies on the holder's or person's skill and judgment.

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) properly 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 owner's 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; and
- (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.

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.

Special Bylaw No.2 - Lot 84 Works

Purpose of By-law

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

Defined Terms and Interpretation

- (2) "**Act**" is the *Strata Schemes Management Act 2015*.
- (3) "**Lot**" is lot 84 on the strata scheme.
- (4) "**Owner**" means the owner or owners of the Lot from time to time on strata plan no.76920.
- (5) "**Cosmetic Works**" means aesthetic works as defined in section 109 of the Act and under any relevant by-law applicable to the scheme, which affect common property and do not require the consent of the Owners Corporation.
- (6) "**Minor Renovations**" means work items as defined in section 110 of the Act, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and pursuant to any Minor Renovations By-law applicable to the scheme.
- (7) "**Special Privileges**" means the privilege to alter and add to the common property by performing Works that affect the common property, which include Cosmetic Works and/or Minor Renovations.
- (8) "**Works**" means the alterations and additions, including Minor Renovations, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) as detailed below:

i. Main Bathroom

- (a) Remove existing shower screen, toilet and vanity
- (b) Remove existing wall and floor tiles, shower and bathroom area
- (c) Remove existing bath tab
- (d) Sheath walls in preparation of re-tiling

- (e) Install new angles to make new shower area where the bath tab used to be
- (f) Prepare areas for waterproof in compliance with AS3740 1st and 2nd coat, including making new bedding floor for waterproofing
- (g) Reinstall new tiles, grout floor and walls, including silicone joins
- (h) Grout walls, floor and silicone joins
- (i) Re-install shower screen, toilet and vanity

ii. Ensuite

- (a) Remove existing shower screen and toilet
- (b) Remove existing wall and floor tiles, shower and bathroom area
- (c) Sheath walls in preparation of re-tiling
- (d) Prepare areas for waterproof in compliance with AS3740 1st and 2nd coat, including making new bedding floor for waterproofing
- (e) Re-install new tiles, grout floor and walls, including silicone joins
- (f) Grout walls, floor and silicone joins
- (g) Re-install shower screen, toilet and vanity

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

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

(10) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, specifically By-law 21 (Carrying out Building Works), however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

Grant of Special Privileges

(11) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

CONDITIONS

Before undertaking Works

Planning, Approvals and Certificates

(12) The Owner must, if required by law, obtain 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.

(13) 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.

Specification of Works

(14)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)details of the contractor performing the Works; and
- (c)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 \$10,000,000.00 in respect of any claim.

Carrying out the Works

Hours of Works

(15)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

(16)The Owner performing the Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

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

General Conditions

(18)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 reasonably clean and tidy throughout the performance of the Works.
- (f)must only perform the Works when the door between the Lot and the common property is completely closed.
- (g)ensure that the corridor serving the Lot is protected from damage for the duration of the Works.
- (h)ensure that any carpeted area is protected by the use of floor protection and kept reasonably clean during any Works.
- (i)repair promptly any damage caused or contributed to by Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Works

(19)Immediately upon completion of the Works, the Owner must restore all other parts of the common property affected by the Works as nearly as possible to the state they were in immediately before the Works.

(20)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) Certification of waterproofing from a duly licensed and insured contractor; 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 Obligations

Maintenance and Repair

(21) The Owner must, at the Owner's expense:

(a) properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and

(b) properly maintain the common property that will be altered or added to by the Works and occupied by the Works and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.

(22) 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.

Liability and Indemnity

(23) The Owner indemnifies the Owners Corporation against –

(a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Works;

(b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Works; and

(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works.

(24) To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works performed under this Common Property Rights By-law.

Repair of Damage

(25) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Works no matter when such damage may become evident.

(26) Any loss and damage suffered by the Owners Corporation as a result of making 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 with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

(27) 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, 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

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

Special By-Law No 3 – Lot 109 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 keep Works performed 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) "Lot" is lot 109 on the strata scheme.
- (3) "Owner" means the owner or owners of the Lot from time to time on strata plan no.76920.
- (4) "Rights of Exclusive Use" means the right to exclusively use the common property Roof Top Area located directly above lot 109 on the scheme and only accessible from lot 109, as shown in the **Marked Drawings** attached to this by-law and marked "Annexure A".
- (5) "Roof Top Area" is that part of common property which Rights of Exclusive Use have been granted under this by-law.
- (6) "Special Privileges" means the privilege to keep Works undertaken that alter and add to the common property and provide access to the Roof Top Area.
- (7) "Works" means the alterations and additions, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) as detailed below and in accordance with the **Structural Engineers Certificate** prepared by *Cardno (NSW) Pty Ltd*, attached to this Common Property Rights By-law and marked "Annexure B" and the **Letter of Approval for the Works on the Roof** prepared by *Cambridge Management Services Pty Ltd*, attached to this Common Property Rights By-law and marked "Annexure C":
 - (a) Removal of a 2m long section of the concrete block wall between the enclosed southwest terrace of the Lot and adjacent open Roof Top Area to allow access to the Roof Top Area from the terrace of the Lot as described in the **Structural Engineers Certificate** prepared by *Cardno (NSW) Pty Ltd* and shown in the **Marked Drawings** attached to this by-law and marked "Annexure A"; and
 - (b) Installing grass turf, drainage to the area and a small garden on the Roof Top Area, including pots for privacy screening as shown in the **Marked Drawings** attached to this by-law and marked "Annexure A".
- (8) 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 visa versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (9) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

Grant of Rights of Exclusive Use and Special Privileges

- (10) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Rights of Exclusive Use and Special Privileges granted to the Owner.

CONDITIONS

Owner's Enduring Rights and

Obligations Use of the Roof Top Area

- (11) The Owner may use the Roof Top Area for their own recreational purposes.
- (12) The Owner is solely responsible for all items placed on the Roof Top Area by the Owner and use of those items.
- (13) The Owner must ensure that any items placed on the Roof Top Area are in keeping with the appearance of the scheme and are firmly secured on the Roof Top Area.
- (14) The Owner must not use the Roof Top Area as an inhabitable space and must obtain the Owners Corporation written approval via subsequent common property rights by-law, pursuant to the Act, for any changes to the Roof Top Area, including any enclosure, additions, alterations and erection of structures on the Roof Top Area.

Access to the Roof Top Area

- (15) The Owner must provide access to the Roof Top Area, within a reasonable time, upon the request of the Owners Corporation in respect of common property issues that may arise in respect of the Roof Top Area.

Maintenance and Repair

- (16) The Owner shall be responsible for keeping the Roof Top Area neat, tidy and in a state of good repair.
- (17) The Owner must, at the Owner's expense, properly maintain any items placed or affixed by the Owner on the Roof Top Area, which rights of exclusive use are conferred.
- (18) The Owner Corporation shall remain responsible for the repair and maintenance existing structural components on the Roof Top Area, and any common property services and facilities located on the Roof Top Area.
- (19) The Owner must notify the Owners Corporation in respect of any damage to any common property services or fixtures on the Roof Top Area, to allow for prompt repair and maintenance.

Liability and Indemnity

- (20) The Owner indemnifies the Owners Corporation against –
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the use of the Roof Top Area by the Owner and / or the Works undertaken by the Owner on the Roof Top Area;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the use of the Roof Top Area by the Owner and / or the Works undertaken by the Owner on the Roof Top Area; and
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the use of the Roof Top Area by the Owner and / or the Works undertaken by the Owner on the Roof Top Area.

Repair of Damage

- (21) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the use of the Roof Top Area by the Owner and / or the Works undertaken by the Owner on the Roof Top Area, no matter when such damage may become evident.
- (22) Any loss and damage suffered by the Owners Corporation as a result of the Owner's use of the Roof Top Area and / or the Works undertaken by the Owner on the Roof Top Area, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

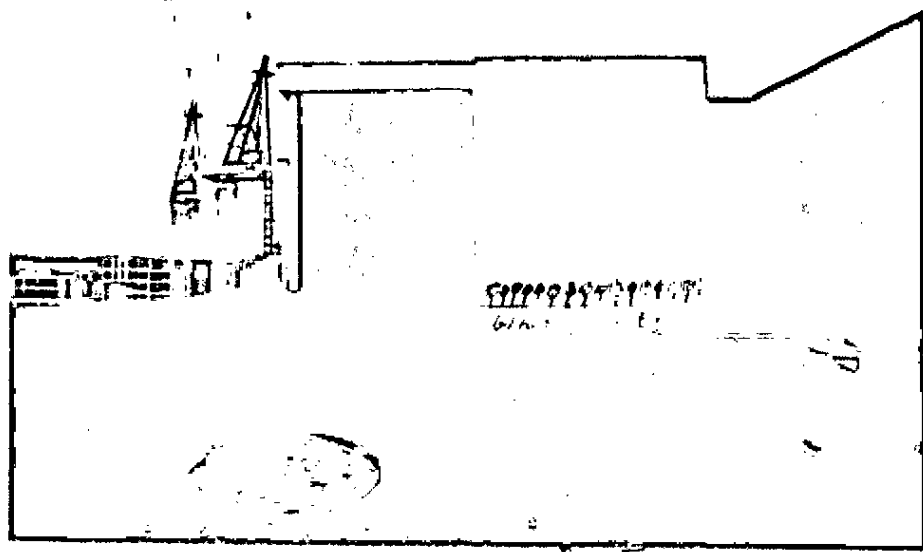
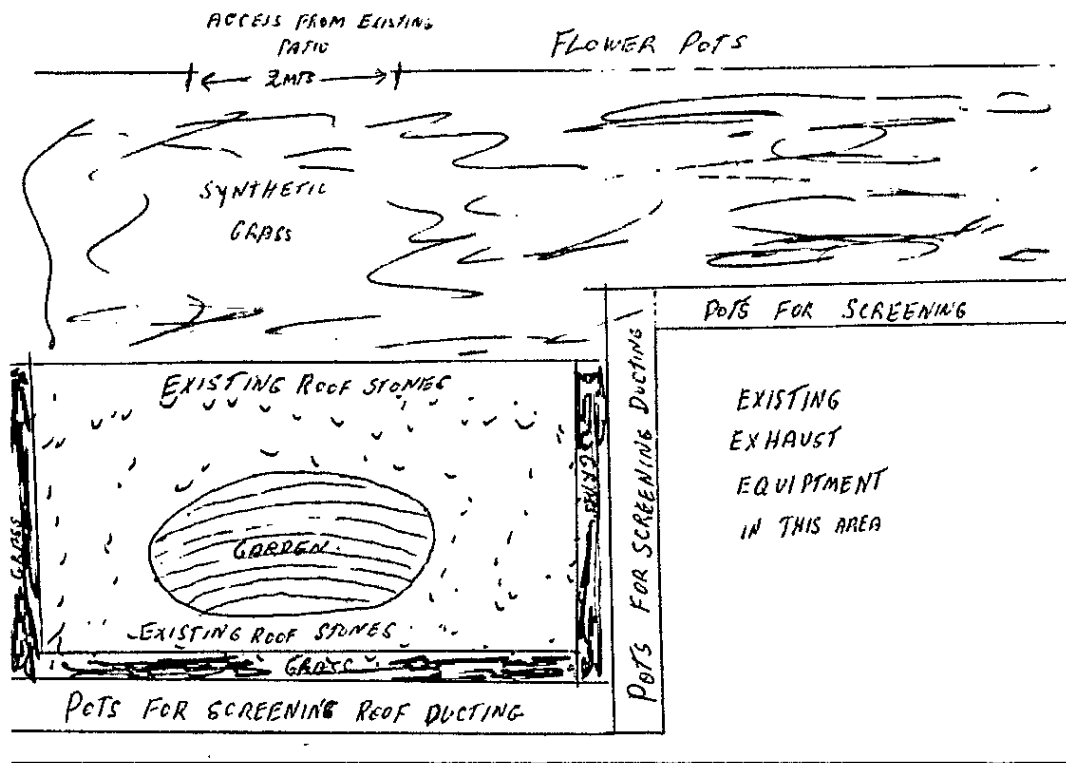
Breach of By-law

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

Costs of this By-Law

(24) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the 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.

C.
Annexure A



FRANK PARNHAM
703/42 RIDER BLVDE
RHODES
Lot 109.

POTTS FOR SCREENING EQUIPMENT

26

Annexure B

Our Ref: RAX:ac
Contact :Richard Kell



Date 5 January 2010

Mr & Mrs F Parnham
Unit 703
42 Rider Boulevards
RHODES NSW 2138

Cardno (NSW) Pty Ltd
AM 06 06 146 038

Level 3
Cardno Building
910 Pacific Highway
Gordon NSW 2072
Australia

Phone: 61 2 9496 7700
Fax: 61 2 9499 3902

www.cardno.com.au

Dear Mr & Mrs Parnham,

Re: Apartment 703, Lot 109, 42 Rider Boulevards, Rhodes: Removal of Section of Wall to Roof Area.

I confirm that I am a Chartered practising structural engineer. I was asked to inspect a wall at the above apartment by the owners, Mr and Mrs Parnham, and to provide a report on the removal of a short section of the wall. I inspected the wall on 21 December 2009.

The Parnham apartment is within a relatively new residential building of high quality concrete construction. The wall in question is a concrete block wall, 1.2 m high, between the enclosed south west terrace of the subject unit, and the adjacent open roof. The owners Frank and Barbara Parnham have removed a 2 m long section of the wall to allow access to the roof from their terrace in accordance with the sketch previously submitted by Mr Parnham to the Body Corporate.

I confirm that I have inspected the wall and have determined that:

- It is a concrete filled concrete block wall, lightly reinforced with vertical reinforcement as a cantilever from the slab, with minimal longitudinal reinforcing steel.
- the subject wall is located directly above the dividing wall between units on the floor below.
- A 200 mm high hob has been left across the opening, such that the roof and terrace water protection systems have not been not affected. It is intended to tie the top of the hob.

As such, I was able to conclude that the wall is not structural but is only a barrier between the terrace and roof areas, and the section of the wall could be removed as has been done without having any structural or weathering impacts on the building.

Yours faithfully

Richard Kell AM FTSE BE(Hons) HonFIEAust CPEng
Director Cardno (NSW) Pty Ltd

Australia • Belgium • Indonesia • Kenya • New Zealand • Papua New Guinea
United Kingdom • United Arab Emirates • United States • Operations in 60 countries

Annexure C



Cambridge Management Services Pty Ltd

Strata & Facilities Managers

Suite 1, Ground Floor,
3 Rider Boulevard Rhodes NSW 2138
Locked Bag 3109 Rhodes NSW 2138
ACN 087 303 752 ABN 97 087 303 752
T (02) 9736 6900
F (02) 9736 6999
E nsw@cambridgems.com.au
W www.cambridgems.com.au

19th May 2010

Frank Parnham
703/42 Rider Boulevard
Rhodes NSW 2138

Dear Frank,

RE: APPROVAL FOR THE WORKS ON ROOF

We are the Managing Agent for the Rhodes estate and we write regarding the approval that was granted at the Annual General Meeting held on Thursday 10th September 2009 regarding the exclusive use of the roof space attached to your lot.

We have inspected the completed works, and note that it is in accordance with the approval granted.

Any maintenance to upkeep the additions to the roof space is the responsibility of the lot owner of 703.

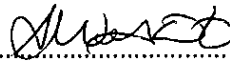
The additional items on the roof space are owned by the owner of lot 703.

Regards,


Joanne Alphonse
Strata Manager

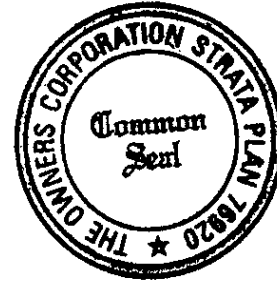
Offices located at: * Gold Coast * Brisbane * Sydney * Melbourne

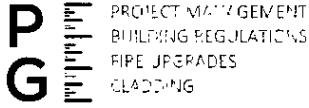
The Common Seal of the Owners – Strata Plan No. 76920
Was affixed on the 12 November 2020 in the presence of

Signature:.....

Name:.....*Alexandra Weynton*.....

Being the person authorized by Section 273 of the Strata
Schemes Management Act 2015 to attest the affixing of the seal





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P R O J E C T
G U I D E S P T Y
L T D

Document: Recommendations for Passive Works

Reference: 10316-7

Address: Huxley North, Rhodes NSW

Date: Monday, 9 November 2020

To: Alexandra Weynton
Strata Sense
Suite 207, 50 Holt Street
Surry Hills NSW 2010

Contact: Project Guides Pty Ltd
Vincent Graham
vgraham@projectguides.com.au
0476 233 109

Website: www.projectguides.com.au

Document Control

Title	Revision	Date
Ref: 10316-7	1.0	9 November 2020

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1.0 INTRODUCTION

1.1 General

Project Guides conducted a review of the following reports:

1. Joint Inspection completed by Stephen Grubits & Associates & Murrow Consulting;
2. Passive First Reports.

In addition, Project Guides conducted site inspections of the majority of units to determine the extent of the works.

Project Guides recently issued the passive report along with a Schedule of Rates to three Contractors. Proposals were received from each of the of the following Contractors:

- Ash Passive (Ash Passive)
- OTC Fire (OTC)
- Allsystems (Allsystems)

1.2 Contract

Consideration was made to the type of contract the Owners and the Contractor should enter. The options available to the Owners are a Fixed Fee contract or a Schedule of Rates contract.

A Fixed Fee contract would mean the Contractor allows for all the works and therefore the risk is incredibly high. Therefore, the Contractor will increase their quote so that they cover all the works under the Contract. This type of work is largely unknown as the works are concealed behind the ceilings and walls. Due to this reason, we do not recommend entering into a Fixed Fee contract.

Project Guides therefore requested Contractors to provide a Schedule of Rates for typical Fire Seals and Fire Damper defects that we find on other similar projects. This document is based on a Schedule of Rates.

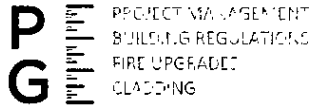
1.3 Additional Information

To assist in understanding the above, we have included 'Scenarios' in this document that outlines very similar issues but very contrasting costs. This has only been included as information only.

1.4 The Site

The building is classified as a combination of Class 2 and 7a with a total of 109 units.

- 28 Rider Boulevard, Rhodes
- 42 Rider Boulevard, Rhodes
- 1 Jean Wailes Avenue, Rhodes
- 11 Shoreline Drive, Rhodes
- 13 Shoreline Drive, Rhodes

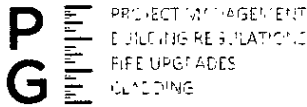


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1.5 The Works

Project Guides have been engaged by the Owners of SP 76920 to prepare recommendations on the engagement of a Contractor to complete the following:

1. Fire Seals Protecting Openings in Fire-Resisting Components of the Building in accordance with Clause C3.15 of the BCA and AS 1530.4-1997.
2. Fire Dampers in accordance with Clause C3.15 and AS1668.1-1997.
3. Lightweight Construction in accordance with Clause and Specification C1.1 of the BCA.



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2.0 SUMMARY OF TENDERERS

2.1 Estimated Cost of Works

The quotes that we have received are a Schedule of Rates. Based on the access provided during our inspection, we have determined an approximate cost of the works.

We recommend that a further 20% is added to the below to allow for unknown works.

- Ash Passive – \$775,805.62 + GST
- Allsystems – 800,225.92 + GST
- OTC - \$575,274.09 + GST

The above costs are based on the below breakdown:

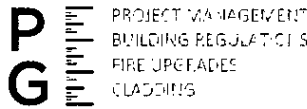
- Ash Passive
 - Fire Seals and Fire Dampers - \$384,495.62 + GST
 - Gyprock and Painting (making good) - \$391,310.00 + GST
- Allsystems
 - Fire Seals and Fire Dampers - \$425,265.92 + GST
 - Gyprock and Painting (making good) - \$374,960.00 + GST
- OTC
 - Fire Seals and Fire Dampers - \$326,754.09 + GST
 - Gyprock and Painting (making good) - \$248,520.00 + GST

2.2 Gyprock & Painting

We note the cost of making good is a significant cost in these works. We have therefore asked a building company to quote on the gyprocking and painting only to determine if there are any cost savings. Refer to the below Schedule of Rates.

We note, OTC cost per ceiling is \$1,140 + GST (two rooms being \$2,280 + GST). Where there are three rooms, moving to a separate contractor would see better savings (\$320/unit).

Repair room up to 12sqm Total No Patches up to 3 Total Max Ceiling Area	Item	\$1,200.00
Repair two rooms (maximum room size is 12sqm)	Item	\$2,150.00
Repair three rooms (maximum room size is 12sqm)	Item	\$3,100.00
Additional cost if we need to drop a section of the ceiling - COST PER ROOM - Total Max Ceiling Area - 10sqm (If any of the rooms are greater than 10sqm additional cost of \$200.00 plus GST for each additional sqm)	Item	\$2,000.00
Supply and install Trafalgar touch latch metal access panel.	Item	\$300.00
Re-frame, supply and install gyprock to ceiling, sand and paint (3 coats) - Max size of room <5sqm	Item	\$1,600.00



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Re-frame, supply and install gyprock to ceiling, sand and paint (3 coats) Max size of bulkhead <4sqm	Item	\$1,600.00
Cost for patching gyprock to common area ceilings	Item	\$100.00
Cost to paint any common area ceiling patches	Sqm	\$35.00

2.3 Fire Seals and Fire Damper Schedule of Rates

Item	Schedule of Rates	Unit
1	Remove and dispose of existing non-compliant penetrations up to 600mm x 200mm	Item
2	Remove and dispose of existing non-compliant penetrations up to 1200mm x 400mm	Item
3	Remove and dispose of existing non-compliant penetrations up to 2400mm x 400mm	Item
4	Supply and installation of fire rated encasement up to 0.5m ² with 3 x penetrations	Item
5	Supply and installation of fire rated encasement up to 0.5m ² with 1 x IFD up to 250mm ²	Item
6	Supply and installation of floor waste fire collar	Item
7	Supply and install wall collar up to 100mm	Item
8	Supply and install retrofit fire collar up to 150mm	Item
9	Supply and install uni-collar up to 100mm	Item
10	Cable penetration requires fire seal	Item
11	Cable/conduit penetration up to 25mm requires HP intumescent mastic seal	Item
12	Copper pipe penetration requires fire seal up to 150mm	Item
13	Redundant core hole requires sealing	Item
14	Fire dampers (up to 450mm ²) and associated works, including surrounding area of 300mm	Item
15	Fire sealing required between slab and bounding wall up to 40mm	linear metre
16	Supply and install horizontal or vertical board block out up to 500mm x 500mm	Item
17	Supply and install horizontal or vertical board block out up to 1000mm x 1000mm	Item
18	Install new intumescent dampers within existing damper casings	Item
19	Service existing drop blade dampers and rectify areas around damper (up to 300mm around damper)	Item
20	Supply and install compliant penetration solution including thermal insulation up to 600mm x 200mm (TBA)	Item
21	Supply and install compliant penetration solution including thermal insulation up to 1200mm x 400mm (TBA)	Item
22	Supply and install compliant penetration solution including thermal insulation up to 2400mm x 400mm (TBA)	Item
23	Cut around existing services (PB) to enable correct installation of fire collars up to 100mm x 100mm	Item
24	Cut around existing services (PB) to enable correct installation of fire collars up to 200mm x 200mm	Item
25	Cut around existing services (PB) to enable correct installation of fire collars up to 300mm x 300mm	Item
26	Sparge around services with Hebel block and adhesive up to 150mm x 150mm	Item



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27	Installation of fire rated plasterboard patrice pieces to build around services where required up to (500mm x 500mm 2 layers)	Item
28	Supply and installation of insulating wraps to cable/pipe	Item
29	Cut access in set ceiling x 3 up to 500mm x 500mm, patch, set, sand and supply and install undercoat and 2 x topcoats of ceiling white paint to finish	Item
30	Relocation of furniture / equipment	Hourly
31	Out of hours work	Hourly
32	Removal and replacement of fire damper flanges	Item
33	Sealing around fire damper with fire rated mastic (up to 450mm2)	Item
34	Supply and install of hoop iron strap to existing duct	Item
35	Installation of fire rated board patrice pieces to build up around dampers where required up to 500mm2 1 layer	Item
36	Supply and install access panel	Item
37	Cut access in set ceiling x 3 up to 500mm x 500mm, patch, set, sand & supply and install undercoat & two (2) topcoats of ceiling white paint to finish	

2.4 Experience

All Contractors that have been asked to provide quotes all have similar expertise and experience. The size of the Company and therefore the potential speed of construction does vary. OTC have a smaller company and therefore if the works are required to be completed quickly, another company may need to assist.

2.5 Exclusions

2.5.1 Ash Passive

- This offer is valid for a period of 30 days from date of quotation.
- This quotation is based on full access Monday to Friday between 7.00am and 5.00pm. Saturday 7am - 1pm
- Any furniture/material required to be moved by Ash Passive Fire Solutions Pty Ltd will be done so at the owners risk.
- 2 car parking spaces for tradesmen for the duration of works are to be made available.
- The use of a lift for the supply of men, materials and tools to the floors from 7.00am-3.00pm
- The use of a work area on the floor of installation.
- Certification of works will not be issued until the final invoice has been paid.
- A purchase order will be required before commencing any works.
- All supplier warranties may be requested on completion of works.
- Works guarantee is completed via signoff with the client at the completion of works.
- For works in excess of \$10,000 an upfront payment of 15% may be requested.
- Payment terms are within 30 days of the date of tax invoice with progress payments to be submitted on a weekly basis.
- Outstanding accounts beyond 30 days will attract an additional charge of 15% p.a. interest
- Ash Passive Fire Solutions Pty Ltd will not accept any costs incurred for cleaning, painting & the like unless otherwise agreed in writing.



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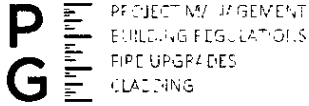
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2.5.2 Allsystems

- Our price excludes re-working/re-locating of obstructing services or fixtures.
- Our price excludes access other than a standard ladder.
- Our price excludes any scaffolding or access to high level or difficult areas.
- Our prices exclude GST

2.5.3 OTC

- No allowance has been made for unforeseen plumbing or electrical relocation or adjustment that may arise.
- Our offer is based on clear and unrestricted access to the work area and that all works can be carried out on a continuous basis.
- We understand that all materials can be delivered and stored adjacent to the work area, and that our normal site equipment can be positioned in close proximity to the same.
- We have assumed normal site amenities would be available for use by our staff.
- No allowance has been made for costs which may be incurred resulting from the presence of asbestos, synthetic mineral fibres or such similar substances in any form or any associated disputes arising out of asbestos related activity. Any such costs will be extra (or charged as a variation to the contract).
- Our offer will remain valid for sixty (60) days from date of this quotation.
- Payment terms are 30 days from invoice



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3.0 RECOMMENDATIONS

We are aware that these works are mostly concealed and understanding the extent of the works is extremely difficult to determine and even more difficult for Contractors to provide a fixed fee.

There are a few options on how we proceed with these works.

1. Appoint a Contractor to complete all the works based on the Schedule of Rates. The nature of a Schedule of Rates contract means that there is flexibility for the works to be terminated if the cost of the works is exceeding our expectations.
2. Engage one of a multiple of Contractors to complete a Pilot Project. This means we can engage one, two or three Contractors to complete works to 4/5 units. We then review the works completed, the cost of the works and then determine who should be appointed. We would also be able to review the Schedule of Rates and perhaps even ask the Contractors to provide a fixed fee as they would understand better the works required.

Given the cost of the works and the nature of the works (being behind concealed walls and ceilings), we would recommend proceeding with the second option.

If the Owners agree, we recommend having both OTC and Ash Passive/CTS (two cheapest Contractors) commence works in 5 units. Given the cost for Ash Passive to complete the making-good we intend to have the builder complete the gyprocking and painting works. This has worked well for previous projects.

The works to 5 units will take approximately 2 weeks to complete and for these units should be located adjacent to each other to avoid Contractors establishing themselves all over the building.

The cost to complete the works to the five units will be:





- Ash Passive – \$3,527 + GST / unit (passive works) & \$2,100 + GST / unit (making good)
\$5,627 + GST / unit
\$28,135 + GST
- OTC - \$2,997 + GST / unit (passive works) & \$2,280 + GST / unit (making good)
\$5,277 + GST / unit
\$26,385 + GST

Total budget for the 10 initial units for both Companies is \$54,520 + GST.

4.0 SCENARIOS

4.1 Scenario 1 – Defective Fire Collars to PVC Pipes

4.1.1 Images

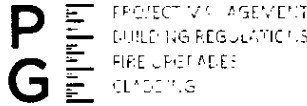
	
Image 1: PVC Pipe, metal pipes, electrical wiring and mechanical services	Image 2: PVC Pipe, PEX pipes, electrical wiring
	
Image 3: PVC pipe, electrical wiring, mechanical services	Image 4: PVC pipe, mechanical services

4.1.2 Description

Scenario 1 outlines typical issues where there are no fire collars or defective fire collars through lightweight fire rated construction. In accordance with Clause C3.15 of the BCA, services passing through fire rated construction is required to be sealed. In this instance, for PVC pipes, fire collars are required to be installed.

With regard to the above images each of the above requires different works to achieve compliance with Clause C3.15 of the BCA. Due to the variety of methods, providing a fixed cost is close to impossible. See below the different upgrading.

As seen in these pictures the services are spaced tightly together, making it difficult to install the collar around the pipes. For this reason it is suggested to install a fire rated encasement so that there is adequate



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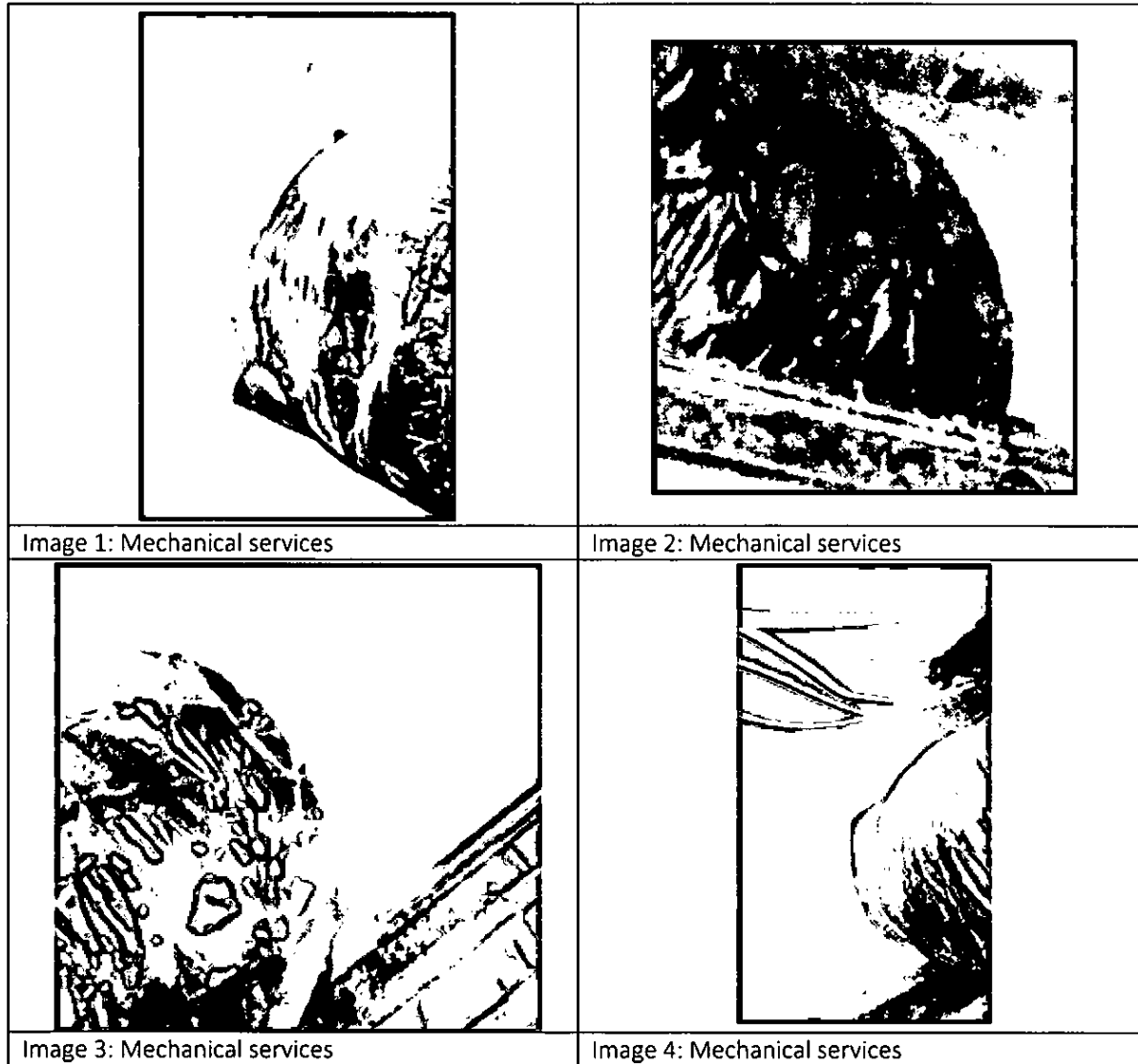
space for installation of the fire collar. As seen with image e), the installation of fire flanges will be required to ensure that PVC pipe is securely fixed within the construction.

4.1.3 Schedule of Rates

SoR Item	Description	SoR Cost	Image 1		Image 2		Image 3		Image 4	
			Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
4	Supply and installation of fire rated encasement up to 0.5m ² with 3 x penetrations	\$855.00		\$0.00	1	\$855.00		\$0.00		\$0.00
5	Supply and installation of fire rated encasement up to 0.5m ² with 1 x IFD up to 250mm ²	\$1,895.00	1	\$1,895.00		\$0.00	1	\$1,895.00	1	\$1,895.00
8	Supply and install retrofit fire collar up to 150mm	\$225.00	1	\$225.00		\$0.00	1	\$225.00	1	\$225.00
10	Cable penetration requires fire seal	\$95.00	3	\$285.00	3	\$285.00	3	\$285.00		\$0.00
11	Cable/conduit penetration up to 25mm requires HP intumescent mastic seal	\$105.00		\$0.00	3	\$315.00		\$0.00		\$0.00
15	Fire sealing required between slab and bounding wall up to 40mm	\$75.00		\$0.00	2	\$150.00		\$0.00		\$0.00
20	Supply and install compliant penetration solution including thermal insulation up to 600mm x 200mm (TBA)	\$855.00	1	\$855.00		\$0.00		\$0.00		\$0.00
24	Cut around existing services (plasterboard) up to 200mm x 200mm	\$105.00	1	\$105.00	1	\$105.00		\$0.00		\$0.00
32	Removal and replacement of fire damper flanges			\$0.00		\$0.00		\$0.00		\$0.00
Total Cost:				\$3,365.00		\$1,710.00		\$2,405.00		\$2,120.00

4.2.0 Scenario 2 – Fire Damper defects

4.2.1 Images



4.2.2 Description

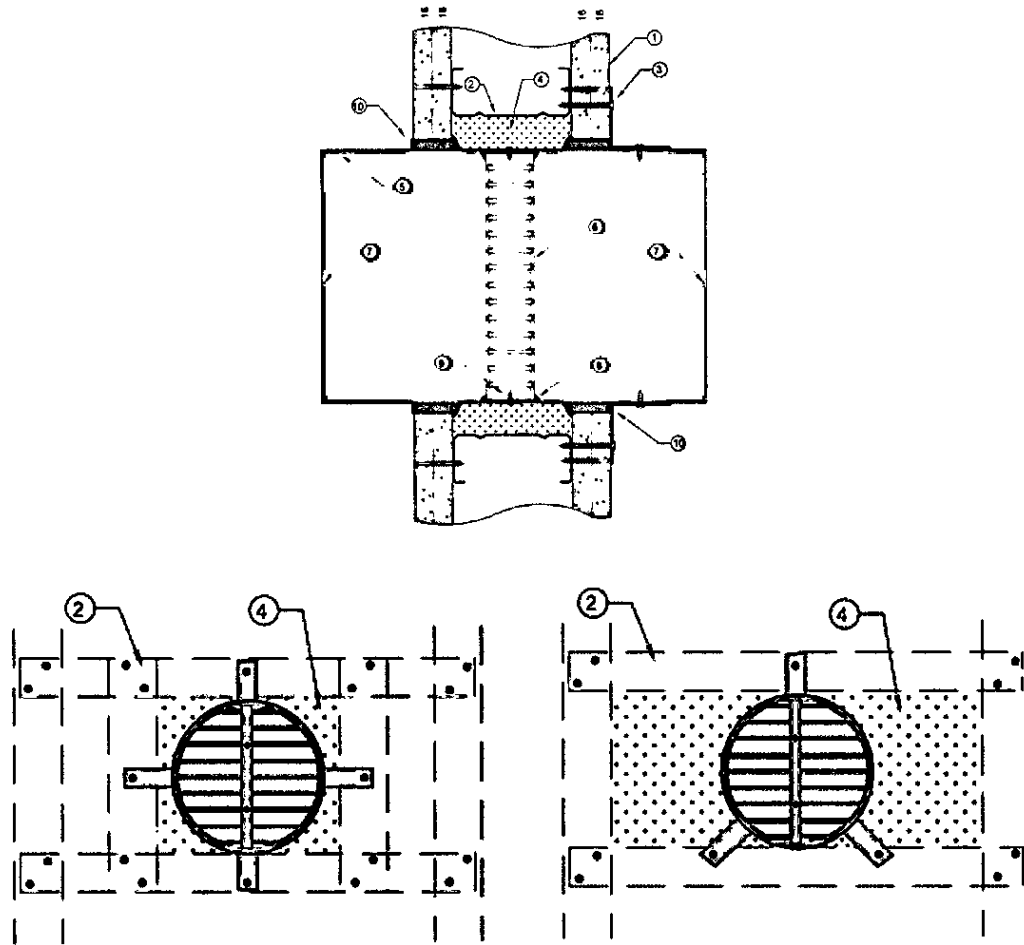
Scenario 2 outlines several examples of non-compliant fire dampers. These are typical throughout the whole building. On the following page, drawings of the fire damper construction from the manufacturer's installation instructions are shown. The following defects were noted:

1. There are currently no steel angle brackets that are fixed to the fire damper.
2. There are excessive gaps around the fire damper casing. The maximum annular gap between the casing and the wall is 25mm.

There are two options available to repair the fire dampers;

- a. Repair the existing fire dampers. This requires removing sections of the lightweight fire rated plasterboard to repair the surroundings of the fire damper; or
- b. Install a fire rated encasement with a fire damper. We may be able to salvage the existing fire damper to save on costs.

4.2.3 Illustration:

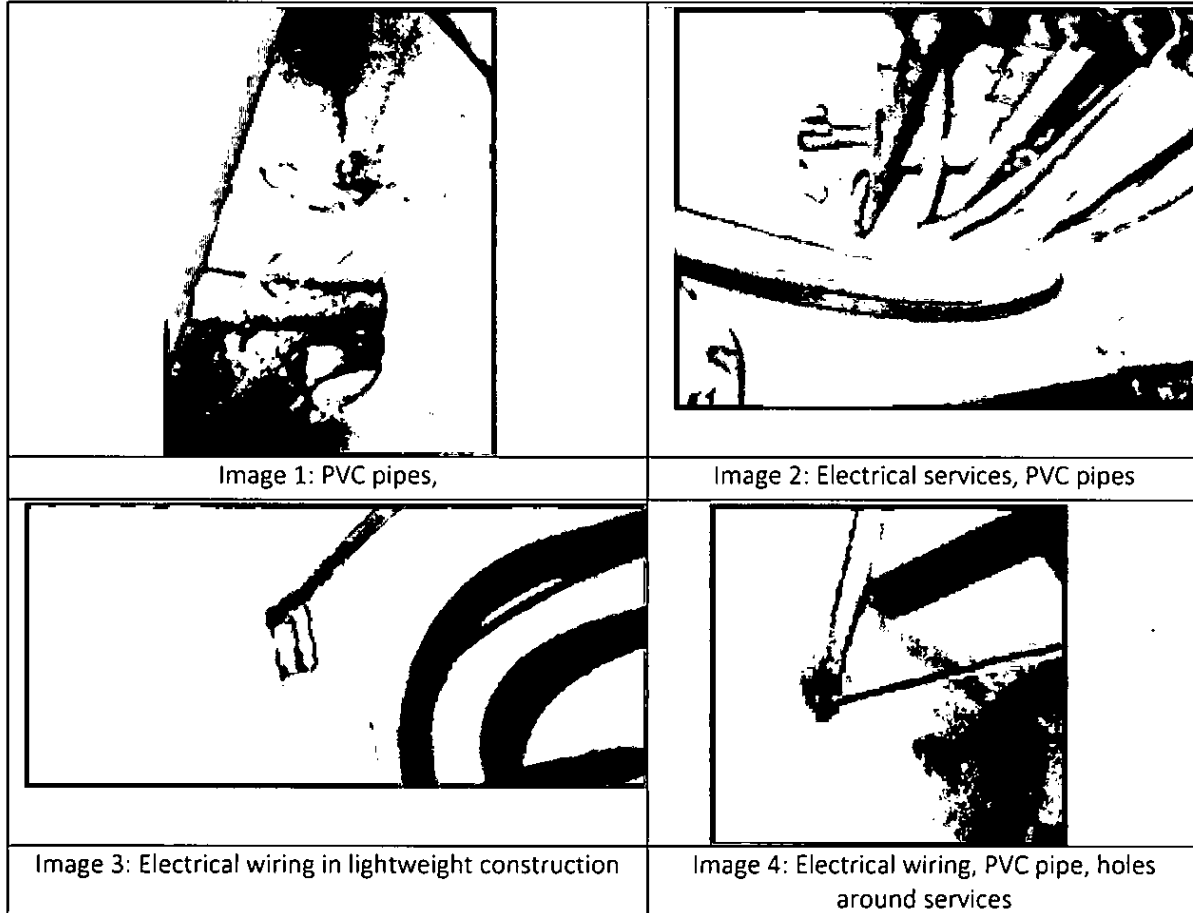


4.2.4 Schedule of Rates

SoR Item	Description	SoR Cost	Option 1 - Repair Existing		Option 2 - New Fire Damper	
			Qty	Cost	Qty	Cost
4	Supply and installation of fire rated encasement up to 0.5m2 with 3 x penetrations	\$855.00		\$0.00	1	\$855.00
5	Supply and installation of fire rated encasement up to 0.5m2 with 1 x IFD up to 250mm2	\$1,895.00	1	\$1,895.00		\$0.00
8	Supply and install retrofit fire collar up to 150mm	\$225.00	1	\$225.00		\$0.00
10	Cable penetration requires fire seal	\$95.00	3	\$285.00	3	\$285.00
11	Cable/conduit penetration up to 25mm requires HP intumescent mastic seal	\$105.00		\$0.00	3	\$315.00
15	Fire sealing required between slab and bounding wall up to 40mm	\$75.00		\$0.00	2	\$150.00
20	Supply and install compliant penetration solution including thermal insulation up to 600mm x 200mm (TBA)	\$855.00	1	\$855.00		\$0.00
24	Cut around existing services (plasterboard) up to 200mm x 200mm	\$105.00	1	\$105.00	1	\$105.00
32	Removal and replacement of fire damper flanges			\$0.00		\$0.00
Total Cost:				\$3,365.00		\$1,710.00

4.3 Scenario 3 – Defects relating to a variety of services

4.3.1 Images



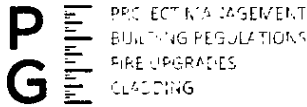
4.3.2 Description

Scenario 3 outlines locations throughout the building where multiple services are unsealed in accordance with Clause C3.15 of the BCA. In the above photos, we have electrical wires, PEX pipes, metal pipes all within very close proximity. The type of sealant used is unknown.

The following issues were noted:

1. Metal pipes do not have the required thermal insulation rating. This is also discussed in the next scenario.
2. Excessive gaps around services mastic sealant. Typically, the largest gap sealant can be used for is for 50mm holes. The above photos show the gaps are in excess of this and therefore in some circumstances we would need to repair the penetrations by constructing a fire rated box.
3. Holes have been cut out after the wall has been installed to allow for services to pass through. Each of these holes requires repairing.

The above scenarios all offer different strategies to repairing the issues. Refer to the below table.



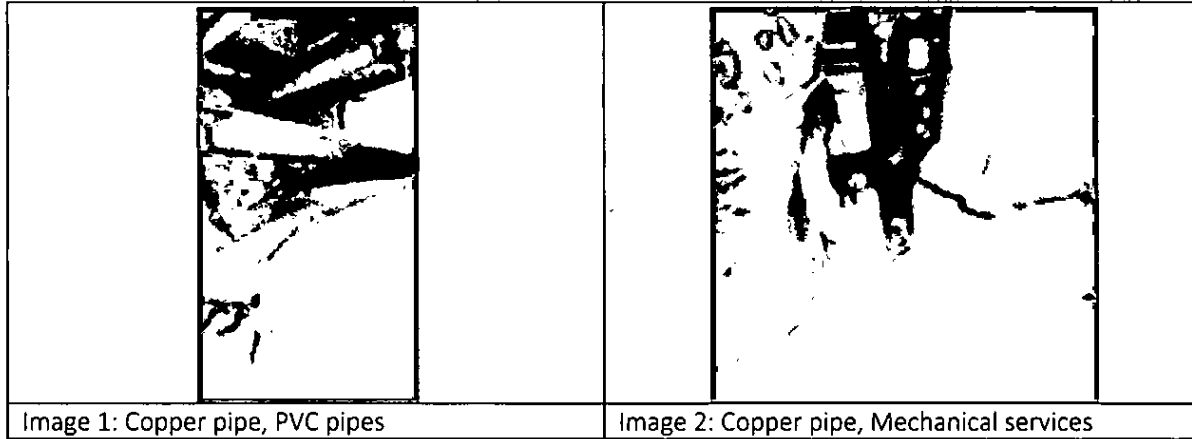
ABN 51 624 139 457
 PO Box 672, Surry Hills NSW 2010
 info@projectguides.com.au
 www.projectguides.com.au

4.3.3 Schedule of Rates

SoR Item	Description	SoR Cost	Image 1		Image 2		Image 3	
			Qty	Cost	Qty	Cost	Qty	Cost
4	Supply and installation of fire rated encasement up to 0.5m2 with 3 x penetrations	\$855.00	1	\$855.00	1	\$855.00	1	\$855.00
5	Supply and installation of fire rated encasement up to 0.5m2 with 1 x IFD up to 250mm2	\$1,895.00		\$0.00		\$0.00		\$0.00
8	Supply and install retrofit fire collar up to 150mm	\$225.00	3	\$675.00	6	\$1,350.00		\$0.00
10	Cable penetration requires fire seal	\$95.00		\$0.00		\$0.00		\$0.00
11	Cable/conduit penetration up to 25mm requires HP intumescent mastic seal	\$105.00	9	\$945.00	8	\$840.00	8	\$840.00
12	Copper pipe penetration requires fire seal up to 150mm	\$110.00		\$0.00		\$0.00		\$0.00
15	Fire sealing required between slab and bounding wall up to 40mm	\$75.00		\$0.00		\$0.00		\$0.00
20	Supply and install compliant penetration solution including thermal insulation up to 600mm x 200mm (TBA)	\$855.00		\$0.00		\$0.00		\$0.00
24	Cut around existing services (plasterboard) up to 200mm x 200mm	\$105.00	1	\$105.00	1	\$105.00	1	\$105.00
32	Removal and replacement of fire damper flanges			\$0.00		\$0.00		\$0.00
Total Cost			\$2,580.00		\$3,150.00		\$1,800.00	

4.4 Scenario 4 – Copper Pipe defects

4.4.1 Images



4.4.2 Description

Scenario 4 outlines locations where there are multiple services in close proximity to metal/copper pipes. The non-compliances relating to many metal pipe penetrations is that it does not comply with the thermal performance and therefore does not comply with Clause C3.15 of the BCA. In order to achieve compliance, thermal insulation is required to be installed around the metal pipes. This eliminates the heat transferring from one side of the wall (fire side) to the other side of the wall and alighting a combustible material (pvc pipe, gyprock).

We have attached an example below of the thermal wrapping required.



4.4.3 Schedule of Rates

SoR Item	Description	SoR Cost	Image 1		Image 2	
			Qty	Cost	Qty	Cost
4	Supply and installation of fire rated encasement up to 0.5m2 with 3 x penetrations	\$855.00	1	\$855.00		\$0.00
5	Supply and installation of fire rated encasement up to 0.5m2 with 1 x IFD up to 250mm2	\$1,895.00		\$0.00	1	\$1,895.00
8	Supply and install retrofit fire collar up to 150mm	\$225.00	1	\$225.00		\$0.00
10	Cable penetration requires fire seal	\$95.00		\$0.00		\$0.00
11	Cable/conduit penetration up to 25mm requires HP intumescent mastic seal	\$105.00		\$0.00		\$0.00
12	Copper pipe penetration requires fire seal up to 150mm	\$110.00	1	\$110.00	1	\$110.00
15	Fire sealing required between slab and bounding wall up to 40mm	\$75.00		\$0.00		\$0.00
20	Supply and install compliant penetration solution including thermal insulation up to 600mm x 200mm (TBA)	\$855.00		\$0.00		\$0.00
24	Cut around existing services (plasterboard) up to 200mm x 200mm	\$105.00	1	\$105.00	1	\$105.00
28	Supply and installation of insulating wraps to cable/pipe	\$190.00	1	\$190.00	1	\$190.00
32	Removal and replacement of fire damper flanges			\$0.00		\$0.00
Total Cost:				\$1,485.00		\$2,300.00



PROJECT MANAGEMENT
 BUILDING REGULATIONS
 FIRE UPGRADS
 CLADDING

ABN 51 624
 PO Box 672, Surry Hills NSW
 info@projectguides
 www.projectguides

5.0 COST DETAIL

5.1 Terraces

Terraces		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35		
30	No																																					
32	Yes				2			2																														
34	Yes				1			1																														
36	No																																					
38	Yes				3			4																														
40	No																																					
Total Units		3	4	3	3	4	0	0	7	0	6	0	0	0	0	1	0	0	0	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0		
Qty		0	0	0	3	4	0	0	7	0	6	0	0	0	0	1	0	0	0	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0		
Cost		\$145,000	\$270,000	\$490,000	\$855,000	\$1,395,000	\$1,885,000	\$1,600,000	\$2,250,000	\$1,650,000	\$950,000	\$950,000	\$1,110,000	\$1,750,000	\$1,895,000	\$750,000	\$385,000	\$785,000	\$995,000	\$995,000	\$795,000	\$1,590,000	\$1,630,000	\$950,000	\$1,105,000	\$1,150,000	\$1,500,000	\$1,900,000	\$1,795,000	\$1,100,000	\$1,650,000	\$1,485,000	\$750,000	\$750,000	\$1,515			
Cost Per Rate		\$0.00	\$0.00	\$0.00	\$2,565.00	\$5,380.00	\$0.00	\$1,575.00	\$0.00	\$570.00	\$0.00	\$0.00	\$0.00	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,590.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Total		\$12,185,000																																				
Allysystems																																						
Cost		\$670,000	\$940,000	\$1,370,000	\$930,000	\$1,240,000	\$1,900,000	\$900,000	\$1,200,000	\$800,000	\$380,000	\$480,000	\$400,000	\$2,200,000	\$680,000	\$640,000	\$1,280,000	\$1,180,000	\$1,450,000	\$605,000	\$1,120,000	\$2,420,000	\$2,800,000	\$2,800,000	\$480,000	\$480,000	\$1,080,000	\$420,000	\$1,720,000	\$1,050,000	\$150,000	\$0.00	\$0.00	\$0.00	\$0.00			
Cost Per Rate		\$0.00	\$0.00	\$0.00	\$2,790.00	\$4,840.00	\$0.00	\$840.00	\$0.00	\$2,280.00	\$0.00	\$0.00	\$0.00	\$68.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
OTC																																						
Cost		\$160,000	\$480,000	\$770,000	\$780,000	\$1,200,000	\$1,485,000	\$145,000	\$105,000	\$100,000	\$45,000	\$55,000	\$60,000	\$1,480,000	\$180,000	\$420,000	\$710,000	\$940,000	\$1,500,000	\$640,000	\$1,140,000	\$1,890,000	\$1,850,000	\$280,000	\$340,000	\$200,000	\$480,000	\$1,160,000	\$95,000	\$120,000	\$140,000	\$160,000	\$160,000	\$580				
Cost Per Rate		\$0.00	\$0.00	\$0.00	\$1,340.00	\$4,810.00	\$0.00	\$0.00	\$1,155.00	\$0.00	\$700.00	\$0.00	\$0.00	\$0.00	\$18.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,280.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Total		\$12,185,000																																				

P R O J E C T
G U I D E S

APPLICANT: Avantro
Suite 503/451 Pitt Street
SYDNEY NSW 2000

**PLANNING CERTIFICATE - under section 10.7
Environmental Planning and Assessment Act 1979**

Property: 501/11 Shoreline Drive RHODES NSW 2138

Title: Lot 11 SP 76920

Certificate No:	PC2024/2989	Certificate Date:	03/10/2024
Receipt No:	Online Receipt	Certificate Fee:	\$69.00
Land No:	35173	Applicant's Ref:	247087

IMPORTANT: Please read this certificate carefully.

The information provided in this certificate relates only to the land described above. If you need information about an adjoining property or nearby land, a separate certificate will be required.

All information provided is correct as at the date above. Please note, it is possible for changes to occur within a short time and we recommend you only rely upon a very recent certificate.

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

SECTION 10.7(2)

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

SECTION 1 - Names of relevant planning instruments and development control plans**1. (a) *The following environmental planning instruments apply to the carrying out of development on the land:***

Canada Bay Local Environmental Plan 2013

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 – Central River 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

(b) *The following development control plans apply to the carrying out of development on the land:*

City of Canada Bay Development Control Plan

Sydney Harbour Foreshores & Waterways Area Development Control Plan

2. (a) *The following proposed environmental planning instruments apply to the carrying out of development on the land and are, or have been, the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:*

Explanation of Intended Effect – Changes to create low and mid-rise housing – exhibition 15 December 2023 to 23 February 2024

Explanation of Intended Effect – Improving planning processes to deliver infrastructure faster – exhibition 6 March 2024 to 16 April 2024

(b) *The following draft development control plans apply to the carrying out of development on the land and are, or have been, the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:*

No draft development control plans apply

Note:

1. A proposed environmental planning instrument or draft development control plan is not listed in subsection 2 if:
 - a) It has been more than 3 years since the end of the public exhibition period, or
 - b) The Planning Secretary has notified council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
2. In this section a proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

SECTION 2 - Zoning and land use under relevant planning instruments

1. (a) *Zoning details in the environmental planning instruments identified in Section 1(1(a)) above:*

Zone MU1 Mixed Use

1 Objectives of zone

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.

2 Permitted without consent

Environmental protection works

3 Permitted with consent

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Correctional centres; Crematoria; Depots; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial training facilities;

Industries; Jetties; Moorings; Open cut mining; Recreation facilities (major); Recreation facilities (outdoor); Residential accommodation; Resource recovery facilities; Rural industries; Sewage treatment plants; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Water supply systems

(b) Additional permitted uses:

No additional uses apply

(c) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land, and if so, what are the fixed dimensions?

No fixed minimum land dimensions apply to this land

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

No, the land is not in an area of outstanding biodiversity value

(e) Is the land within a conservation area?

No, the land is not within a conservation area

(f) Is there an item of environmental heritage located on the land?

No, there are no heritage items located on the land

2. (a) Zoning details in the proposed environmental planning instruments identified in Section 1(2(a)) above:

No proposed zoning applies to the land

(b) Proposed additional permitted uses:

No proposed additional uses apply

(c) Are there proposed development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land, and if so, what are the fixed minimum dimensions?

No proposed fixed minimum land dimensions apply to the land.

(d) Is the land in a proposed area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

No, the land is not in a proposed area of outstanding biodiversity value.

(e) Is the land within a proposed heritage conservation area?

No, the land is not within a proposed heritage conservation area

(f) Is there a proposed item of environmental heritage located on the land?

No, there are no proposed heritage items located on the land

SECTION 3 – Contributions plans

1. (a) The following contributions plans apply to the land

City of Canada Bay Local Infrastructure Contributions Plan

The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024 applies.

(b) The following draft contributions plans apply to the land:-

No draft contributions plans apply to the land

SECTION 4 – Complying Development

1. Is the land, land on which complying development may be carried out under clauses 1.17A(1)(c) to (e),(2),(3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

Housing Code (Part 3)

No, to the extent that the land is affected by specific land exemptions listed below. You should consult the relevant local environmental plan maps to determine the extent of affection over the land.

Land that is identified as Class 1 or 2. However, if the land exemption only applies to part of the lot the exclusion does not apply to the remainder of the lot. Refer to Acid Sulfate Soils Maps for further detail on the part of the lot that may be affected.

Low Rise Housing Diversity Code (Part 3B)

No, to the extent that the land is affected by specific land exemptions listed below. You should consult the relevant local environmental plan maps to determine the extent of affection over the land.

Land that is identified as Class 1 or 2. However, if the land exemption only applies to part of the lot the exclusion does not apply to the remainder of the lot. Refer to Acid Sulfate Soils Maps for further detail on the part of the lot that may be affected.

Housing Alterations Code (Part 4)

Yes, under the Housing Alterations Code complying development may be carried out on the land.

General Development Code (Part 4A)

Yes, under the General Development Code complying development may be carried out on the land.

Industrial and Business Alterations Code (Part 5)

Yes, under the General Commercial and Industrial Code complying development may be carried out on the land.

Industrial and Business Buildings Code (Part 5A)

No, to the extent that the land is affected by specific land exemptions listed below. You should consult the relevant local environmental plan maps to determine the extent of affection over the land.

Land that is identified as Class 1 or 2. However, if the land exemption only applies to part of the lot the exclusion does not apply to the remainder of the lot. Refer to Acid Sulfate Soils Maps for further detail on the part of the lot that may be affected.

Container Recycling Facilities Code (Part 5B)

Yes, under the Container Recycling Facilities Code complying development may be carried out on the land.

Subdivisions Code (Part 6)

Yes, under the Subdivisions Code complying development may be carried out on the land.

Demolition Code (Part 7)

Yes, under the Demolition Code complying development may be carried out on the land.

Fire Safety Code (Part 8)

Yes, under the Fire Safety Code complying development may be carried out on the land.

2. **Is there a complying development code variation under clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* that applies to the land?**

No, there are no complying development code variations that apply to the land.

SECTION 5 – Exempt Development

1. ***Is the land, land on which exempt development may be carried out under clauses 1.16(1)(b1) to (d) or 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?***

Outstanding Biodiversity Value

Yes, exempt development may be carried out on the land as it is not a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

Critical Habitat

Yes, exempt development may be carried out on the land as it is not a declared critical habitat under Part 7A of the Fisheries Management Act 1994.

Wilderness Area

Yes, exempt development may be carried out on the land as it is not a wilderness area, or part of a wilderness area within the meaning of the Wilderness Act 1987.

State Heritage

Yes, exempt development may be carried out on the land as it is not land that is, or on which there is, an item that is listed on the State Heritage Register, or that is subject to an interim heritage order under the Heritage Act 1977.

Land Excluded

Yes, exempt development may be carried out on the land as it is not land described or otherwise identified on a map as land that is excluded from the General Exempt Development Code.

Siding Spring Observatory

Yes, exempt development may be carried out on the land as it is not within 18 kilometres of the Siding Spring Observatory.

2. ***Is there an exempt development code variation under clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 that applies to the land?***

No, there are no exempt development code variations that apply to the land.

SECTION 6 – Affected building notices and building product rectification orders

Is council aware that:

1. **An affected building notice is in force in relation to the land?**
No
2. **A building product rectification order in force is in relation to the land that has not been fully complied with?**

No

3. **A notice of intention to make a building product rectification order given in relation to the land that is outstanding?**

No

SECTION 7 - Land reserved for acquisition

Is there an environmental planning instrument, or proposed environmental planning instrument referred to in Section 1 which 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 Environmental Planning and Assessment Act 1979?

No

SECTION 8 – Road widening and road realignment

Is the land affected by any road widening or road realignment under:

- (a) *Division 2 of Part 3 of the Roads Act 1993; or*
(b) *Any environmental planning instrument; or*
(c) *Any resolution of the Council?*

No

SECTION 9 – Flood related development controls

1. ***Is the land or part of the land within the flood planning area and subject to flood related development controls.***

Unknown, Council has not undertaken a flood study in this location. Please refer to Council's Planning Controls webpage for more information on Flood Planning.

2. ***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.***

Unknown, Council has not undertaken a flood study in this location. Please refer to Council's Planning Controls webpage for more information on Flood Planning.

SECTION 10 – Council and other public authority policies on hazard risk restrictions

- (a) ***Whether or not any of the land is affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:-***

- | | | |
|-------|---------------------|-----|
| (i) | land slip | No |
| (ii) | bushfire | No |
| (iii) | tidal inundation | No |
| (iv) | subsidence | No |
| (v) | acid sulphate soils | Yes |

The land is identified as being within Class 2 on the Acid Sulfate Soil Map under the Canada Bay LEP 2013. Works prohibited without Council approval (except as provided by subclause 4 of clause 6.1 of the Canada Bay LEP 2013) include:

- Works below the natural ground surface
- Works by which the watertable is likely to be lowered.

- | | | |
|------|---------------|-----|
| (vi) | contamination | Yes |
|------|---------------|-----|

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Canada Bay. This policy, and the application of provisions under relevant State legislation are to be implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Please note that this statement refers to whether or not Council has a policy regarding contamination and is not a statement on whether the property is affected by contamination or potential contamination. Please refer to Planning Certificate 10.7(2) – Additional Matters and Planning Certificate 10.7(5) for any contamination information that Council is aware of in relation to the land that is the subject of this certificate.

- | | | |
|--------|-----------------|----|
| (vii) | aircraft noise | No |
| (viii) | salinity | No |
| (ix) | coastal hazards | No |
| (x) | sea level rise | No |

(b) Whether or not any of the land is affected by a policy adopted by any other public authority and notified to the Council that the policy will be included in a planning certificate issued by the Council that restricts the development of the land because of the likelihood of:-

- | | | |
|-------|---------------------|----|
| (i) | land slip | No |
| (ii) | bushfire | No |
| (iii) | tidal inundation | No |
| (iv) | subsidence | No |
| (v) | acid sulphate soils | No |

- | | | |
|-------|--------------------|----|
| (vi) | land contamination | No |
| (vii) | aircraft noise | No |

- | | | |
|--------|-----------------|----|
| (viii) | salinity | No |
| (ix) | coastal hazards | No |
| (x) | sea level rise | No |

SECTION 11 – Bush fire prone land

- | | | |
|------------|---|-----|
| (a) | <i>All of the land is bush fire prone land.</i> | No |
| (b) | <i>Some of the land is bush fire prone land.</i> | No |
| (c) | <i>None of the land is bush fire prone land.</i> | Yes |

SECTION 12 – Loose – fill asbestos insulation

Has Council been notified that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

No. Contact NSW Fair Trading for more information.

SECTION 13 – Mine subsidence

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

No

SECTION 14 – Paper subdivision information

- 1. *Has a development plan been adopted that applies to the land or that is proposed to be subject to a ballot?***

No

- 2. *Does a subdivision order apply to the land, and if so what is the date of the order?***

No

SECTION 15 – Property vegetation plans

Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?

No

SECTION 16 – Biodiversity stewardship sites

Has Council been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (including biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be certified under Part 5 of the Biodiversity Conservation Act 2016)?

No

SECTION 17 - Biodiversity certified land

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016 (including land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016)?

No

SECTION 18 – Orders under Trees (Disputes Between Neighbours) Act 2006

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

No

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

Has the owner (or any previous owner) of the land consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

SECTION 20 – Western Sydney Aerotropolis

Under Chapter 4 of State Environmental Planning Policy (Precincts – Western Parkland City) 2021 is the land:

- (a) *In an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or*

No

- (b) *Shown on the Lighting Intensity and Wind Shear Map, or*

No

(c) ***Shown on the Obstacle Limitation Surface Map, or***

No

(d) ***In the “public safety area” on the Public Safety Area Map, or***

No

(e) ***In the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.***

No

SECTION 21 – Development consent conditions for seniors housing

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, are there any conditions of development consent granted after 11 October 2007 in relation to the land of a kind referred to in clause 88(2)?

No

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

1. ***Is there a current site compatibility certificate (under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which Council is aware, in relation to proposed development on the land, and if there is a certificate, what is the period for which it is current?***

No

2. ***If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, are there any conditions of development consent in relation to the land of a kind referred to in clause 21(1) or 40(1)?***

No

3. ***Are there any conditions of a development consent in relation to land that are a kind of referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1)?***

No

ADDITIONAL MATTERS

In accordance with the requirements of clause 290(1) of the Environmental Planning and Assessment Regulation 2021, the following additional matters relate to the land at the date of this certificate.

Matters arising under the Contaminated Land Management Act 1997

At the date at when this certificate is issued, under section 59(2) of the Contaminated Land Management Act 1997, is:-

(a) *The land (or part of the land) to which this certificate relates significantly contaminated land?*

No

(b) *The land to which this certificate relates subject to a management order?*

No

(c) *The land to which this certificate relates the subject of an approved voluntary management proposal?*

No

(d) *The land to which this certificate relates subject to an ongoing maintenance order?*

No

(e) *The land to which this certificate relates the subject of a site audit statement and a copy of such a statement has been provided to the Council?*

Council's records indicate that the site is subject to an Environmental Management Plan, titled: Final Report - Environmental Management Plan - Buffer Zone & Site Boundaries, Former Orica Site, Rhodes, NSW, reference: R002-A.DOC, prepared by: URS Australia Pty Ltd, dated: 19 October 2001. To obtain a copy of the report, see section 6.6 of Council's Contaminated Land Policy for Access to Information.

Yes, Council's records indicate that the site is subject to Site Audit Statement No. R98003B prepared by Mr Ross McFarland of CH2M Hill Australia Pty Ltd dated 14 October, 2002. To obtain a copy of the Site Audit Statement, see Council's Contaminated Land Policy for Access to Information.

SECTION 23 – Water or sewerage services

Has Council been notified that water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006?

No

GENERAL INFORMATION

The absence of any reference to a matter affecting the land 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 the relevant 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 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.

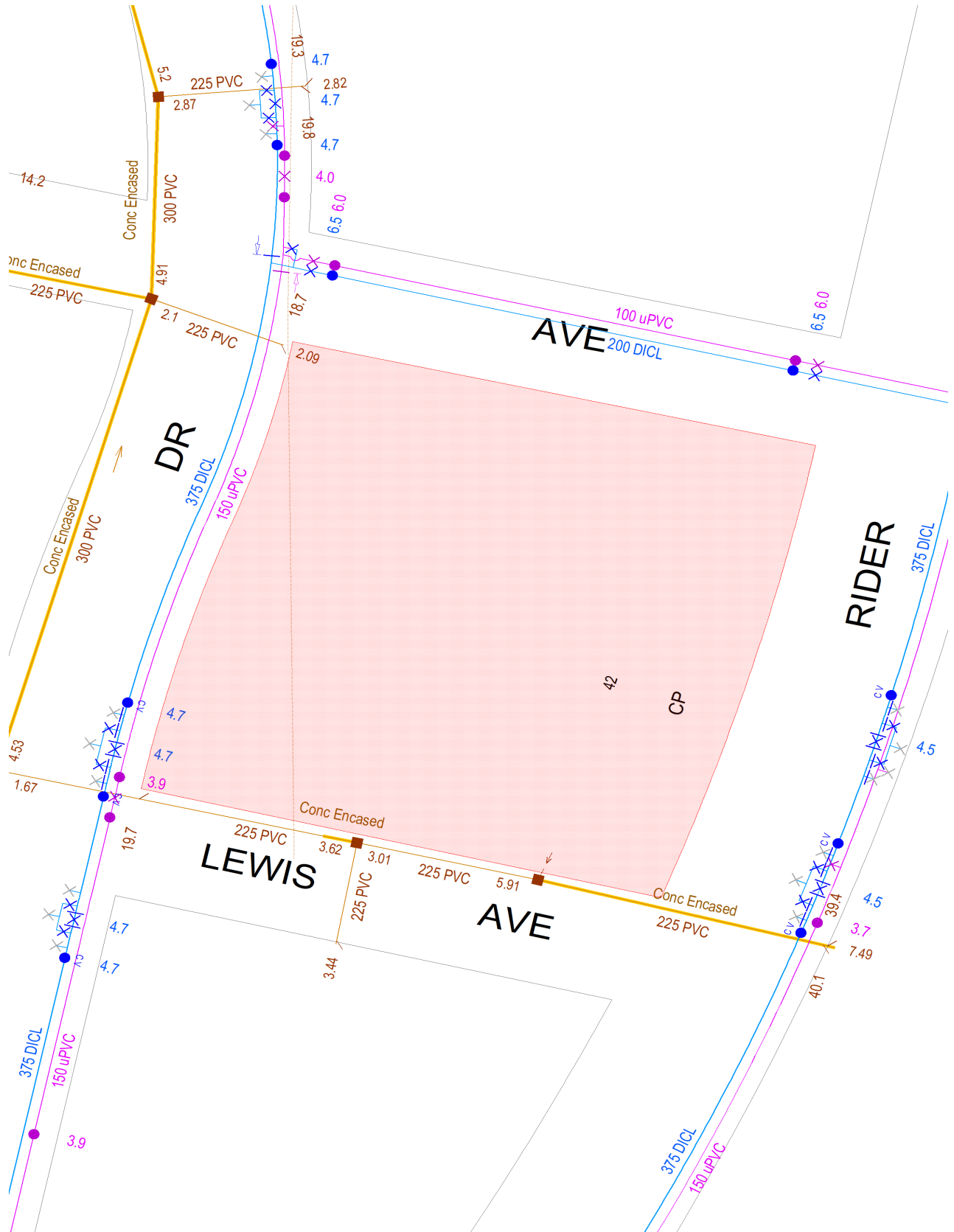
Any enquiries regarding State Environmental Planning Policies should be directed to the NSW Department of Planning and Environment at www.planning.nsw.gov.au

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



John Clark
General Manager

Service Location Print
Application Number: 8003778696



Document generated at 03-10-2024 10:00:54 AM

Disclaimer

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

Asset Information

Legend

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

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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)

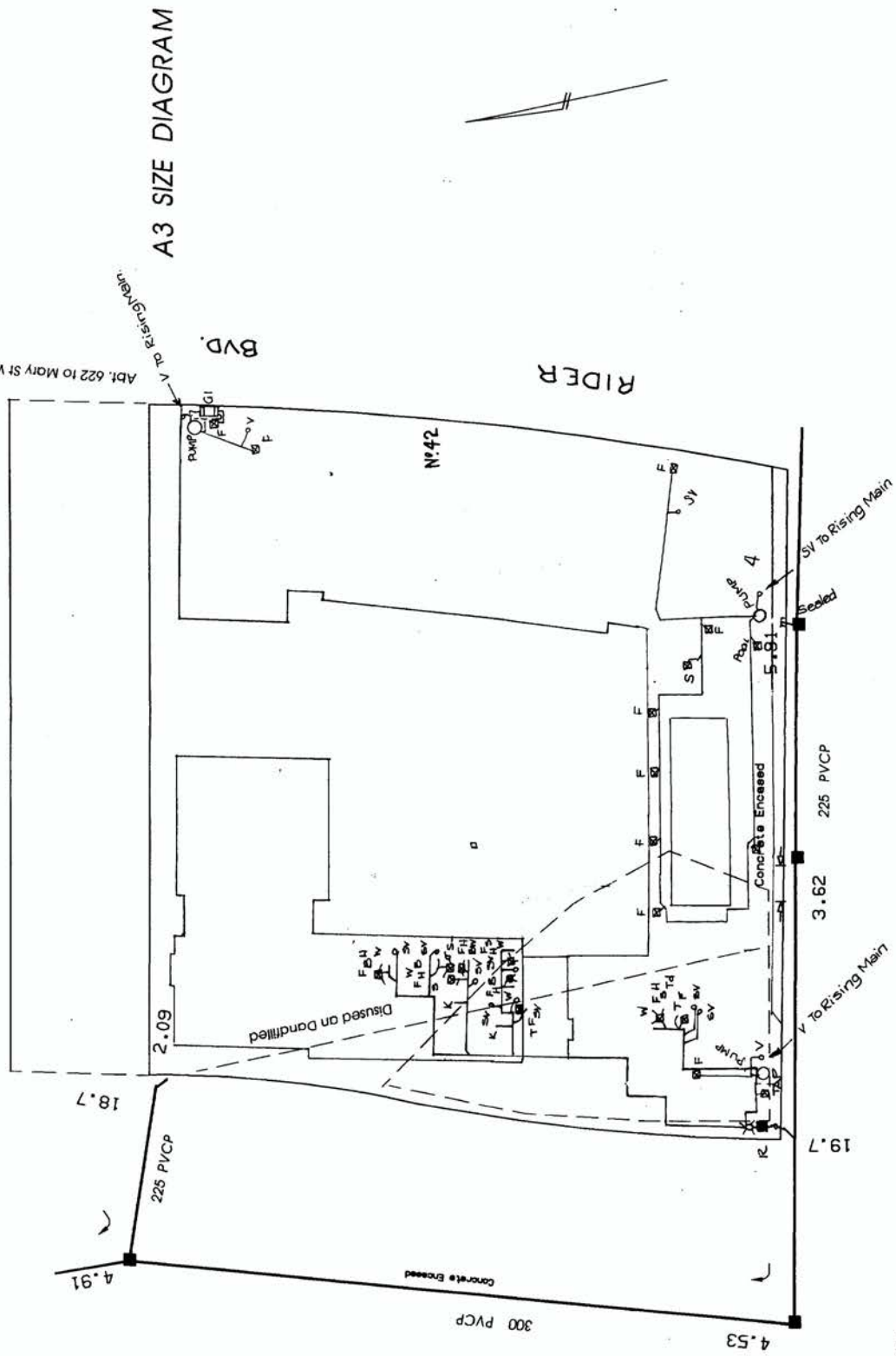
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Copy of Diagram No. 3088695

Copy of Diagram No. 3088695

MARY STREET WEST



M.W.S. & D.B.

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF CANADA BAY SUBURB OF RHODES

Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres

W.s. _____	Inspector _____	Date of Issue _____	PLUMBING Inspected
U.r.s _____	Cert. Of Compliance No. _____	Outfall _____	Inspector _____
Sewer Ref. _____	Field Diagram Examined by _____	Drainer _____	Cert. Of Compliance No. _____
Sheet No. _____	Tracing Checked by _____	Plumber _____	Boundary Trap is not required

SYMBOLS AND ABBREVIATIONS

INDICATES - PLUMBING FIXTURES & OR FITTINGS

CO	Clear Out	Bid	Bidet		
O	Vent Pipe	S	Shower		
T	Tube	DW	Dishwasher		
K	Kitchen Sink	F	Floor Waste		
W	Water Closet	M	Washing Machine		
B	Bath	BS	Bar Sink		
H	Handbasin	LS	Lab Sink		
D	SV	Soil Vent Pipe	O	WS	Waste Stack

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

INDICATES - DRAINAGE FITTINGS

Ch.	Chamber	P	P. Trap
L.H.	Lamp Hole	R	Reflux Valve
PI	Inspection Shaft	CV	Cleaning Eye
G	Grease Interceptor	V	Vertical Pipe
		IP	Inspection Pipe
		MF	Manhole
		Jn	Junction
		RP	Rodding Point

SEWER AVAILABLE

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 sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records at Board's Business Offices. (Section 33 Of Board's Act). Position of structures, boundaries, sewers and sewerage services shown hereon are approximate only and are not to be used for any purpose other than for reference. Discrepancies in outline can occur from amendment to these plans. This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-Law 8, Clause 3).

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximate only.

ACS Realty Service

Suite 503 , 580 George St,
Sydney, NSW 2000

P: 0297631126

E: info@acsrealty.com.au

ABN: 83 618 337 198



Residential Tenancy Agreement

for

501/11 Shoreline Drive, Rhodes NSW 2138

This agreement is between **Kam Lun Chong & Xiaoqi Zhang**
and **Yujeong JO, Youngjin Yang**.



Standard form from 28 September 2020

Residential tenancy agreement

Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the **Agreement**).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent **must give the tenant** a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT IS MADE ON

Thu 11/07/2024

AT

22:22

BETWEEN

Landlord Name:

Kam Lun Chong & Xiaoqi Zhang

Landlord telephone number or other contact details:

0451 818 185

~~If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:~~

-

Note: These details **must** be provided for landlord(s), whether or not there is a landlord's agent

Address for service of notices (can be an agent's address):

Suite 503 , 580 George St

Suburb:

Sydney

State:

NSW

Postcode:

2000

Note: The landlord(s) business address or residential address must be provided for landlord(s) if there is no landlord's agent

Tenant Name (1):

Yujeong JO

Tenant Name (2):

Youngjin Yang

Tenant Name (3):

Add all other tenants here:

Address for service of notices (if different to address of residential premises):

Suburb:

State:

Postcode:

--	--	--

Contact details:

Yujeong JO: 0435120673, joyujeong315@gmail.com
 Youngjin Yang: 0402809109, yjk9966@naver.com

Landlord's agent details: [If applicable]

Agent name:

ACS Realty Service

Address for service of notices (can be an agent's address):

Suite 503 , 580 George St,

Suburb:

Sydney

State:

NSW

Postcode:

2000

Contact details: [This must include a telephone number]:

Tel: 0297631126 , Email: info@acsrealty.com.au ,

~~**Tenant's agent details:**~~ [If applicable]

Agent name:

-

Address for service of notices (can be an agent's address):

-

Suburb:

-

State:

-

Postcode:

-

Contact details:

-

Term of agreement

The term of this agreement is –

 6 months 12 months 2 years 3 years 5 years Other (please specify) Periodic (no end date)starting on and ending on [Cross out if not applicable]

Note: For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900

Residential premises

The residential premises are [Insert address]:

501/11 Shoreline Drive, Rhodes NSW 2138

The residential premises include:

Two Bedroom Two Bathroom One Parking

[Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.]

Rent:

The rent is \$ per payable in advance starting on

Note: Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

The method by which the rent must be paid:

(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:

BSB number:

account number:

account name:

payment reference: , or

(b) to at by cash, or

(c) as follows:

Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

RENTAL BOND [Cross out if there is not going to be a bond]:

A rental bond of \$ must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- the landlord or another person, or
- the landlord's agent, or
- NSW Fair Trading through Rental Bond Online.

Note: All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

IMPORTANT INFORMATION

Maximum number of occupants

No more than persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Flood Damage:	Name: NA	Tel: NA
Handyman Builder:	Name: Denny	Tel: 0402 630 498
Plumbing & Gas:	Name: Denny	Tel: 0402 630 498
Electrical:	Name: Denny	Tel: 0402 630 498

Water usage

Will the tenant be required to pay separately for water usage? Yes No
If yes, see clauses 12 and 13.

Utilities

Is **electricity** supplied to the premises from an embedded network? Yes No

Is **gas** supplied to the premises from an embedded network? Yes No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

- Hardwired smoke alarms
 Battery operated smoke alarms

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? Yes No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

9V

~~If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?~~ Yes No

~~If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:~~

-

If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? Yes No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No
If yes, see clauses 38 and 39.

Giving notices and other documents electronically [Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

Note. You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.

Landlord

Does the landlord give express consent to the electronic service of notices and documents?

Yes No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Yes

Aaron Cao: aaron.cao@acsrealty.com.au

No

Tenant

Does the tenant give express consent to the electronic service of notices and documents?

Tenant consents to electronic service of notices YES NO

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Yujeong JO	joyujeong315@gmail.com
Youngjin Yang	yjk9966@naver.com

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for signing.

Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

The Agreement

RIGHT TO OCCUPY THE PREMISES

1. **The Landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under '*Residential premises*'.

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
 - 2.1 a copy of this agreement before of when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. **The tenant agrees:**
 - 3.1 to pay rent on time, and
 - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
 - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date
4. **The landlord agrees:**
 - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
 - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
 - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
 - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
 - 4.5 not to use rent paid by the tenant for the

purpose of any amount payable by the tenant other than rent, and

- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note. Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. **The landlord and the tenant agree:**
 - 7.1 that the increased rent is payable from the day specified in the notice, and
 - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
 - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

- 8. The landlord and the tenant agree** that the rent abates if the residential premises:
- 8.1** are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 8.2** cease to be lawfully usable as a residence, or
 - 8.3** are compulsorily appropriated or acquired by an authority.
- 9.** The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

- 10. The landlord agrees** to pay:
- 10.1** rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 10.2** the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 10.3** all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.
 - 10.4** the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 10.5** all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 10.6** all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 10.7** all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 10.8** all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises

- are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- 10.9** the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

- 11. The tenant agrees** to pay:
- 11.1** all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
 - 11.2** all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.
 - 11.3** all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
 - 11.4** all charges for pumping out a septic system used for the residential premises, and
 - 11.5** any excess garbage charges relating to the tenant's use of the residential premises, and
 - 11.6** water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
 - 11.6.1** are separately metered, or
 - 11.6.2** are not connected to a water supply service and water is delivered by vehicle.

Note. Separately Metered is defined in section 3 of the Residential Tenancies Act 2010.

12. The landlord agrees that the tenant is not required to pay water usage charges unless:

- 12.1** the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2** the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3** the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority,
- 12.4** the residential premises have the following water efficiency measures:
 - 12.4.1** all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
 - 12.4.2** on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
 - 12.4.3** all showerheads have a maximum flow rate of 9 litres a minute,
 - 12.4.4** at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

14. The landlord agrees:

- 14.1** to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2** to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

- 15.1** that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2** that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3** that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

- 16.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2** not to cause or permit a nuisance, and
- 16.3** not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4** not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5** not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

- 17.1** to keep the residential premises reasonably clean, and
- 17.2** to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3** that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4** that it is the tenant's responsibility to replace light globes on the residential premises.

18. The tenant agrees, when this agreement ends

and before giving vacant possession of the premises to the landlord:

- 18.1** to remove all the tenant's goods from the residential premises, and
- 18.2** to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3** to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and
- 18.4** to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5** to make sure that all light fittings on the premises have working globes, and
- 18.6** to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

- 19.1** to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:

- a) are structurally sound, and
- b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- c) have adequate ventilation, and
- d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- e) have adequate plumbing and drainage, and
- f) are connected to a water supply service or

infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

- g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- a) are in a reasonable state of repair, and
- b) with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and
- c) with respect to the roof, ceilings and windows – do not allow water penetration into the premises, and
- d) are not liable to collapse because they are rotted or otherwise defective.

- 19.2** to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

- 19.3** to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

- 19.4** not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

- 19.5** not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

- 19.6** to comply with all statutory obligations relating to the health or safety of the residential premises, and

- 19.7** that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or

omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 20.1** the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. *The type of repairs that are **urgent repairs** are defined in the Residential Tenancies Act 2010 and are defined as follows:*

- a) a burst water service,*
- b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,*
- c) a blocked or broken lavatory system,*
- d) a serious roof leak*
- e) a gas leak,*
- f) a dangerous electrical fault,*
- g) flooding or serious flood damage,*
- h) serious storm or fire damage,*
- i) a failure or breakdown of the gas, electricity or water supply to the premises,*
- j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,*
- k) any fault or damage that causes the premises to be unsafe or insecure.*

SALE OF THE PREMISES

21. The landlord agrees:

21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23. The landlord and tenant agree:

23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

24.2 if the Civil and Administrative Tribunal so orders

24.3 if there is good reason for the landlord to believe the premises are abandoned,

24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at

- least 2 days notice each time,
- 24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11** if the tenant agrees.
- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4** must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's

agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

- 28.** The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of the Residential Tenancies Act 2010 for when a photograph or visual recording is 'published'.

- 29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the Residential Tenancies Act 2010, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

- 30. The tenant agrees:**
- 30.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2** that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
- 30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6** to repair any damage caused by removing

the fixture or compensate the landlord for the reasonable cost of repair.

- 31. The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

- 32. The landlord agrees:**

- 32.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2** to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5** to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

- 33. The tenant agrees:**

- 33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a

tenant or occupant from having access) or unless the landlord agrees, and

- 33.2** to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

- 34.** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING

- 35. The landlord and tenant agree that:**

- 35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4** without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.

- 36. The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

- 37. The landlord agrees:**

- 37.1** if the name and telephone number or contact details of the landlord change, to give the

tenant notice in writing of the change within 14 days, and

- 37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5** if the State, Territory or country in which the Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with: landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out clauses if not applicable]

- 38. The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
- 39. The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

- 40.** The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

[Cross out clauses if no rental bond is payable]

- 41. The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1** details of the amount claimed, and
- 41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement

SMOKE ALARMS

- 42. The landlord agrees to:**
- 42.1** ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6** repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7** reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees:

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

[Cross out the following clause if there is no swimming pool]

~~45. The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.~~

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

~~46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:~~

~~46.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

~~46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

~~**Note.** A swimming pool certificate of compliance is valid for 3 years from its date of issue.~~

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire

safety order, has been issued requiring rectification of the building regarding external combustible cladding,

- 48.2** that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3** that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

- 49. The landlord agrees** that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

- 50. The landlord and tenant agree:**
- 50.1** to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- 50.2** to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3** that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4** if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

- 51. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

- 51.1** 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4** 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

- 52. The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note. Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- both the landlord and the tenant agree to the terms, and
- they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- they do not conflict with the standard terms of this agreement.

Any additional terms are not required by law and are negotiable.]

ADDITIONAL TERMS - PETS

[Cross out clauses if not applicable]

~~53. The landlord agrees that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:~~

~~54. The tenant agrees:~~

~~54.1 to supervise and keep the animal within the premises, and~~

~~54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and~~

~~54.3 to ensure that the animal is registered and micro-chipped if required under law, and~~

~~54.4 to comply with any council requirements.~~

~~55. The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy~~

Insert any other agreed additional terms here. Attach a separate page if necessary.

SPECIAL CONDITIONS

1. No glues, nails, picture hooks or holes are to be drilled or placed in the walls (external & internal), tiles, ceilings or cupboards without written consent from the Landlord. If done without consent, the tenant must repair the damage caused by removing the above items.

2. Carpets must be vacuumed regularly and spot cleaned when necessary especially in heavy traffic areas.

3. Floors must be protected from undue scratching by placing felt or similar on bottom of furniture.

4. The filters in the exhaust fan above the stove must be kept clean or replaced if beyond cleaning.

5. All manuals for stoves, dishwashers, dryer etc. must be kept in good order and left at the property on vacating.

6. Balconies & courtyard gardens are to be sweep and wash down regularly and keep rubbish free.

7. The connection of gas, electricity, telephone and internet will be done by tenants and will have to be disconnected by tenants when vacating the premise.

8. The cost of replacing any keys due to loss or damage will be borne by the tenant.

9. Any damage to common areas or premise whilst moving furniture in or out is strictly the responsibility of the tenant and the cost to repair, mend or make good will be borne by the tenant.

10. All maintenance matters must be reported in writing and or either posted or emailed to the landlord/agent.

11. All boxes must be flattened and put in recycling bins provided. All household rubbish must be discarded in suitable garbage bags and placed in bins.

12. The tenants understand that if they fall 14 days in arrears, they will be served with a notice to vacate the premises.

14. The key must be returned to Landlord/agent when tenant leave the premise.

15. When vacating the property, rubbish is to be removed and property to be returned clean.

16. Tenant authorise landlord/agent to provide their name and contact numbers for access to the property to carry out maintenance and repairs.

17. Tenant authorise Landlord/agent to provide their name and contact numbers for valuations and agrees to provide access to valuers provided a minimum 48 hours' notice is given.

18. Tenant must allow agent to organise open inspection for new tenant since agent receive the vacating notice from tenant.

19. by confirming your email address and/or accepting this request, you consent to service any notice or documents required to be given or served in respect of the residential tenancy agreement you are party to, including but not limited to termination notices, notice of inspection and notice of rent increase by email.

Tenant Acknowledgement

1. Yujeong JO viewed and acknowledged at Fri, 12/07/2024 22:29 from device: iOS 16.6.1 iPad Mobile Safari 16.6
2. Youngjin Yang viewed and acknowledged at Fri, 12/07/2024 22:29 from device: iOS 17.5.1 iPhone Mobile Safari 17.5

RENTAL ARREARS PROCEDURE

At ACS Realty Service, we understand that at certain times there may be unforeseen circumstances that result in delayed rental payments. Although we will endeavor to accommodate any extraordinary situations resulting in late of rental payments, there is a strict arrears management procedure that will maintained. This is to ensure excellence in service to all our clients and to maintain thorough and effective management of the rent roll.

If you happen to fall into arrears or know that you will be unable to make a rental payment, you should contact the office immediately to discuss this with your Property Manager.

Please note that your rent MUST always be paid on time.

The following steps form our arrears management procedure

4 days in arrears - Email sent 'Arrears notice'

7 days in arrears - Email sent 'Second Arrears notice'

10 days in arrears - Phone call & SMS

14 days in arrears - Phone call, email and letter sent 'Notice of termination'

Tenants who have not remedied their rental arrears by the expiry date of the Termination Notice will be expected to have vacated the property by that same day. You will also be advised during this process that if a Termination Notice is issued, then your name and detail may be placed on the TRA (Trading Reference Australia) - a database that lists defaulting tenants. By signing this agreement, you agree and understand with our arrears policies and procedures.

Tenant Acknowledgement

1. Yujeong JO viewed and acknowledged at Fri, 12/07/2024 22:30 from device: iOS 16.6.1 iPad Mobile Safari 16.6
2. Youngjin Yang viewed and acknowledged at Fri, 12/07/2024 22:29 from device: iOS 17.5.1 iPhone Mobile Safari 17.5

NOTES

1. Definitions

In this agreement:

- **landlord** means the person who grants the right to occupy residential premises under this

agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for: (a) the letting of residential premises, or (b) the collection of rents payable for any tenancy of residential premises.
- **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

3. Ending a fixed term agreement

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at

any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgement or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD/AGENT

AGENT : **Aaron Cao** on behalf of **Kam Lun Chong & Xiaoqi Zhang** (Landlord)

Signed at Thu, 11/07/2024 22:22 , from device: Mac OS X 10.15.7 Mac Chrome 126.0.0

1. LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

AGENT : **Aaron Cao** on behalf of **Kam Lun Chong & Xiaoqi Zhang** (Landlord)

Signed at Thu, 11/07/2024 22:22 , from device: Mac OS X 10.15.7 Mac Chrome 126.0.0

SIGNED BY TENANT(S)Tenant 1: **Yujeong JO**

Signed at Fri, 12/07/2024 22:30 , from device: iOS 16.6.1 iPad Mobile Safari 16.6

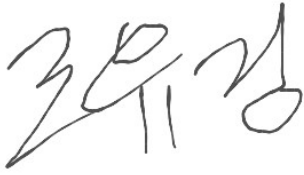
Tenant 2: **Youngjin Yang**

Signed at Fri, 12/07/2024 22:29 , from device: iOS 17.5.1 iPhone Mobile Safari 17.5

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the **Tenant Information Statement** published by NSW Fair Trading.

Tenant 1: **Yujeong JO**



Signed at Fri, 12/07/2024 22:30 , from device: iOS 16.6.1 iPad Mobile Safari 16.6

For information about your rights and obligations as a landlord or tenant, contact:

- NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- your local Tenants Advice and Advocacy Service at www.tenants.org.au

AUDIT TRAIL

Aaron Cao (AGENT)

- Thu, 11/07/2024 22:22 - Aaron Cao stamped saved signature the Residential Tenancy Agreement
- Thu, 11/07/2024 22:22 - Aaron Cao submitted the Residential Tenancy Agreement

Yujeong JO (Tenant)

- Fri, 12/07/2024 22:29 - Yujeong JO clicked 'start' button to view the Residential Tenancy Agreement (iOS 16.6.1 iPad Mobile Safari 16.6, IP: 203.164.192.39)
- Fri, 12/07/2024 22:30 - Yujeong JO stamped saved signature the Residential Tenancy Agreement (iOS 16.6.1 iPad Mobile Safari 16.6, IP: 203.164.192.39)
- Fri, 12/07/2024 22:30 - Yujeong JO submitted the Residential Tenancy Agreement (iOS 16.6.1 iPad Mobile Safari 16.6, IP: 203.164.192.39)

Youngjin Yang (Tenant)

- Fri, 12/07/2024 22:26 - Youngjin Yang clicked 'start' button to view the Residential Tenancy Agreement (iOS 17.5.1 iPhone Mobile Safari 17.5, IP: 49.186.96.246)
- Fri, 12/07/2024 22:28 - Youngjin Yang clicked 'start' button to view the Residential Tenancy Agreement (iOS 17.5.1 iPhone Mobile Safari 17.5, IP: 49.186.96.246)
- Fri, 12/07/2024 22:29 - Youngjin Yang stamped saved signature the Residential Tenancy Agreement (iOS 17.5.1 iPhone Mobile Safari 17.5, IP: 49.186.96.246)
- Fri, 12/07/2024 22:29 - Youngjin Yang submitted the Residential Tenancy Agreement (iOS 17.5.1 iPhone Mobile Safari 17.5, IP: 49.186.96.246)

AGREEMENT END
