

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Longevity Investment Group	Phone: 02 9763 1126 Email: aaron.cao@lgvt.com.au;
co-agent		
vendor	Yunlu HU and Yi HUANG	
vendor's solicitor	VSTAR Lawyers Sydney PO Box 21056 World Square NSW 2002	Phone: 0404926789 Email: <a href="mailto:sydney@vstarlawyers.com.au">sydney@vstarlawyers.com.au</a> Ref: KYK:HYS:01629724-KYKKYKYYK
date for completion		(clause 15)
land (address, plan details and title reference)	408/5 Bidjigal Road, Arncliffe, New South Wales 2205 Registered Plan: Lot 82 Strata Plan 94064 Folio Identifier: 82/SP94064	
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	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other: _____			
exclusions	_____			
purchaser	_____			
purchaser's solicitor	_____		Phone: _____	_____
	_____		Email: _____	_____
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**

<b>VENDOR</b>	<b>PURCHASER</b>												
<p><b>Signed by</b></p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>												
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>												
<p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> </tr> </table>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>	<p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> </tr> </table>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>
<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Signature of authorised person</p>												
<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>												
<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>												
<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Signature of authorised person</p>												
<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>												
<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>												

**Choices**Vendor agrees to accept a **deposit-bond** NO  yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4):

PEXA \_\_\_\_\_

**Manual transaction** (clause 30) NO  yes

(if yes, vendor must provide further details, including any applicable 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* NO  yes (if yes, vendor must provide further details)

(GST residential withholding payment)

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

***GSTRW payment (GST residential withholding payment) – further details***

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

## List of Documents

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

Netstrata

Address: 298 Railway Parade, Carlton, NSW 2218

PO Address: PO Box 265, HURSTVILLE NSW 1481

Email: admin@netstrata.com.au

Phone: 1300 638 787

Fax: 1300 644 402

## **Authority to purchaser to inspect strata/community title records**

5 September 2024

Strata / Community Title Records Holder

Title reference: 82/SP94064

Dear Sir/Madam

**RE: HU, Yunlu & HUANG, Yi sale of 408/5 Bidjigal Road ARNCLIFFE NSW 2205**

We refer to the above matter and we confirm that we act for the owner of the above property as their legal representative.

We hereby authorise the prospective purchaser or their representative to inspect the strata / community title records for the property and obtain copies of such records as they may require.

The owner or the lot does not give consent to and you are not authorised to charge the owner or the subject lot for whatever fees, charges or costs related to the inspection or search of the records. Such fees/costs are to be payable by whoever requesting for the inspection or the search of the records.

Yours faithfully



**VSTAR Lawyers (Sydney)**

Ken Kang - Lawyer

**Email: [sydney@vstarlawyers.com.au](mailto:sydney@vstarlawyers.com.au)**

**Tel: +61404926789**

**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:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
---	--

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"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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.

5 BIDJIGAL RD ARNCLIFFE NSW 2205

**A. Execution Pages**

**(Only use the execution pages in section A if the Law Society Standard pages cannot accommodate the parties' signatures)**

**Purchaser (individual) - Signed** by the purchaser(s) in the presence of:

..... Signature of witness	..... Signature of purchaser 1
..... Print full name of witness	..... Print full name of purchaser 1
..... Print address of witness	..... Signature of purchaser 2
	..... Print full name of purchaser 2

**Purchaser (power of attorney) - Signed** by the purchaser's Attorney under a Power of Attorney dated \_\_\_\_\_ In the presence of:

..... Signature of witness	..... Signature of Attorney
..... Print full name of witness	..... Print full name of Attorney
..... Print address of witness	

**Purchaser (Company) - Executed** on behalf of the purchaser company by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.  
Company full name and ACN:  
Authority: Section 127 of the Corporations Act 2001

..... Signature of Director, Secretary, Sole Director/Secretary	..... Signature of Director, Secretary
..... Name of Director, Secretary, Sole Director/Secretary	..... Name of Director, Secretary
..... Signature of witness	
..... Print full name of witness	..... Print address of witness

(This page is intentionally left blank)

**Vendor (individual) - Signed** by the vendor(s) in the presence of:

.....  
Signature of witness

.....  
Signature of vendor 1

.....  
Print full name of witness

.....  
Print full name of vendor 1

.....  
Print address of witness

.....  
Signature of vendor 2

.....  
Print full name of vendor 2

**Vendor (power of attorney) - Signed** by the Vendor's Attorney under a Power of Attorney dated  
In the presence of:

.....  
Signature of witness

.....  
Signature of Attorney

.....  
Print full name of witness

.....  
Print full name of Attorney

.....  
Print address of witness

**Vendor (Company) - Executed** on behalf of the vendor company by the authorised person(s) whose  
signature(s) appear(s) below pursuant to the authority specified.

Company full name and ACN:

Authority: Section 127 of the Corporations Act 2001

.....  
Signature of Director, Secretary, Sole Director/Secretary

.....  
Signature of Director, Secretary

.....  
Name of Director, Secretary, Sole Director/Secretary

.....  
Name of Director, Secretary

.....  
Signature of witness

.....  
Print full name of witness

.....  
Print address of witness

(This page is intentionally left blank)

## B. Section 66W Certificate

I, .....(full name),

of .....(company/firm name),

of .....(company/firm address),

certify as follows:

1. I am a Solicitor/Licensed Conveyancer currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at  
address:  
from the vendor(s):  
to the purchaser(s):  
in order that there is **no cooling off period in relation to that contract;**
3. I do not act for the vendor and am not employed in the legal practice of a solicitor acting for vendor nor am I a member or employee of a firm of which a solicitor acting for vendor is a member or employee; and
4. I have explained to the purchaser(s):
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

.....

Date

.....

Signature of Solicitor/Licensed Conveyancer

**(Disregard this page if the vendor does not require a s66w Certificate)**

(This page is intentionally left blank)

## C. Conditions of Sale of Land by Auction

### Supplementary to 2022 edition Contract for sale of land

If the property is or is intended to be sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 13 of the *Property, Stock and Business Agents Regulation 2014* and section 68 of the *Property, Stock and Business Agents Act 2002*:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
  - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
  - (c) The highest bidder is the purchaser, subject to any reserve price;
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
  - (g) A bid cannot be made or accepted after the fall of the hammer;
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
  - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
  - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
  - (a) More than one vendor bid may be made to purchase interest of a co-owner;

- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

## D. Special Conditions

### Supplementary to 2022 edition Contract for sale of land

#### 33. Interpretation

In these Special Conditions, unless the context otherwise requires or a contrary intention appears:

- 33.1. They must be read subject to any rights granted to the vendor or purchaser under any statute or subordinate legislation to the extent that those rights cannot be excluded.
- 33.2. Should there be any conflict or inconsistency with the printed clauses (nos. 1 to 32 inclusive) then the Additional Clauses shall prevail to the extent only of that conflict or inconsistency.
- 33.3. All headings are for the convenience of reference only and neither form part of the substance of this Contract nor affect the interpretation of any of its provisions, whether express or implied.
- 33.4. The singular includes the plural and vice versa. Words importing one gender include all other genders and the word "person" or "party" includes corporation or any other legal entity. The word "includes" or "including" in any form or context are not to be taken as a limitation. A party that is a trustee is bound both in that capacity and personally.
- 33.5. A reference to a person includes the person's executors, administrators, successors, substitutes (including persons taking by permitted novation), and permitted transferees and assigns.
- 33.6. Where any word or phrase is given a defined meaning any other grammatical form of that word or phrase will have a corresponding meaning.
- 33.7. References to months and years means calendar months and years.
- 33.8. Every covenant or provision applying to or binding more than one person will bind them jointly and each of them severally. An agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally.
- 33.9. If any provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.
- 33.10. This Contract is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales.
- 33.11. The provisions of this Contract which are to apply after completion of it do not merge on completion.
- 33.12. Any "\$" sign and any references to "dollar" mean Australian dollar and any references to 'clause' refer to a clause either in the Special Conditions or in the Printed Clauses.
- 33.13. If any provision of this Contract is contrary of any law, then this Contract will be read and construed as if such provision were severed from this Contract and the invalidity of that provision will not affect or render invalid or unenforceable the remaining provisions of this Contract.
- 33.14. In the event of any inconsistency between these special conditions and the printed clauses, these special conditions prevail.
- 33.15. Any reference to a certificate under section 109 Strata Schemes Management Act 1989 means a certificate under section 184 Strata Schemes Management Act 2015

#### **34. Annexures, Attachments and Disclosures**

- 34.1. The vendor does not warrant the accuracy or completeness of any document annexed or exhibited to this Contract.
- 34.2. The purchaser may not make any claim or requisition, delay completion, rescind or terminate because of anything disclosed or described in this Contract or in any annexure to this Contract.

#### **35. Amendments to Printed Clauses**

Clauses 1 to 32 in the printed clauses of this Contract are amended as follows:

- 35.1. In clause 6.1, delete “as to the *property*, the title or anything else and whether substantial or not” and insert in its place “if such error or misdescription substantially and adversely affects the property, the title or anything else” and delete clause 6.2.
- 35.2. In clauses 7.1.1, delete “5%” and insert in its place “1%”.
- 35.3. In clause 7.1.3, delete “14” and insert in its place “7”.
- 35.4. In clause 7.2.1, delete “10%” and insert in its place “1%”.
- 35.5. In clause 8.1.1, delete “on reasonable grounds” and insert “or a claim” immediately after “requisition”.
- 35.6. In clause 10, delete “or” at the end of clause 10.1.8 and add “or” to the end of clause 10.1.9 and add “10.1.10 any claim, grant, notice, order or declaration relating to native title, land rights or heritage protection under legislation, the common law or otherwise.”
- 35.7. In clause 10 – the following additional clause inserted:  
“10.4 For the purpose of this clause 10 the Vendor discloses all of the materials appearing in the copy documents attached to this Contract whether specified in the table on page 2 or not”.
- 35.8. In clause 11.2, add after “*work order*” the words “with the consent and authority of the vendor” and after “*terminated*” the words “by reason of the vendor’s default only”.
- 35.9. Clause 14.4.2 is deleted.
- 35.10. In clause 14.8, delete “started” and insert in its place “completed”.
- 35.11. In clause 16.4, add at the end of the clause “If the vendor serves a copy of the assessment for land tax showing the total amount of land tax payable by the vendor and the vendor pays the all the land tax payable as shown on the assessment on completion, the charge is deemed no longer effective against the land on completion and the vendor shall still serve a land tax certificate showing the charge is no longer effective in 14 days after the completion. The provisions of this clause shall not merge on completion.”
- 35.12. Clause 23.5.2 is deleted;
- 35.13. In clause 23.6 delete “and is not disclosed in this contract”. Replace clause 23.6.1 with “the vendor is liable for the instalments of it which were due before the contract date”; Replace clause 23.6.2 with “the purchaser is liable for the instalments of it which are due on or after the contract date.”
- 35.14. Clause 23.9 is deleted.
- 35.15. In clauses 23.13 and 23.14 delete “7” and insert in its place “1”.
- 35.16. In clause 31.2, replace “5 business days” with “1 day”.

**36. Notice to Complete**

- 36.1. If either party becomes entitled to serve a notice to complete, that party may serve on the other a notice requiring completion of this Contract 14 days after the date of service of the notice and making the time of the completion essential.
- 36.2. For the purposes of this clause, 14 days will be reasonable notice and will be deemed both at law and in equity to be sufficient notice to make time of the essence of this Contract.
- 36.3. If the vendor issues a notice to complete, the purchaser must allow the vendor \$250.00 plus GST being a genuine estimate of the vendor's additional legal costs of issuing and serving the notice.
- 36.4. The vendor will not be regarded as being unready, unwilling and unable to complete this Contract solely because of the existence of a charge on the property for any statutory outgoing, which will otherwise be paid or discharged on completion.
- 36.5. Without limiting any other provision of this Contract, the vendor is not required to remove any statutory charge on the property for any outgoing prior to Completion if it will be paid or otherwise discharged on completion. The vendor is not required to provide in advance before completion the forms to discharge, removal or release of any mortgage, charge, lease, caveat or other encumbrances.

**37. Existing Encumbrances**

- 37.1. If on completion there is noted on the folio of the register for the property a mortgage or caveat, the purchaser must accept on completion in registrable form a discharge of that mortgage or a withdrawal of that caveat in respect of the property.
- 37.2. The vendor must on completion allow the purchaser the registration fees payable in respect of discharge of mortgage or a withdrawal of caveat.

**38. Failure to complete**

- 38.1. If completion does not take place on or before the date for completion for any reason not attributable to the vendor's breach of the Contract, then without prejudice to the vendor's other rights, if the balance of the Price is not paid by the purchaser to the vendor by the date for completion, the purchaser must pay to the vendor as liquidated damages an amount calculated at the rate of 10% per annum on the balance of the price and from the date for completion or if applicable from the date the vendor rectifies the vendor's default until the first to happen of completion or termination of this Contract by the vendor.
- 38.2. The parties agree that it is an essential term of this Contract that the damages including the interest and the Notice to Complete cost to be paid under the above clause must be paid on completion as an adjustment in favour of the vendor.
- 38.3. Notwithstanding any other provisions or selections in this Contract, if completion does not take place on or before the date for completion for any reason not attributable to the vendor's breach of the Contract and as a result the completion takes place in the next year and the vendor will become liable to pay land tax or an increase in the land tax, the land tax or the increase in land tax for which the vendor becomes or will become liable shall be paid by the purchaser on completion regardless of whether the vendor receives the assessment of land tax and this clause is an essential term of this Contract.

**39. Entire Agreement, Warranties, Representations and Acceptance of Property**

- 39.1. The purchaser in entering into this Contract:

- (a) Acknowledges that this Contract represents the entire agreement between the parties;
- (b) Warrants that the purchaser does not rely on any warranty or representation made by the vendor or any person on behalf of the vendor except those that are expressly provided in this Contract;
- (c) Warrants that the purchaser has relied entirely on the purchaser's own enquiries relating to and in the purchaser's inspection of the property;
- (d) Accepts the property, inclusions and any chattels and things included in this Contract in their present conditions and state of repair;
- (e) Agrees that in the event that the vendor does not warrant the accuracy of the descriptions of the inclusions or improvements in this Contract and the purchaser has relied entirely on the purchaser's own inspection of the property and not this Contract; and
- (f) Accepts any latent or patent defects of the property, encroachment by or upon the property, infestations and dilapidations of the property, existing services of the property.

39.2. The purchaser must not make any requisition, claim or objection or rescind, terminate or delay completion of this Contract because of any of the matters referred to in this clause.

**40. Real estate agent**

40.1. The purchaser was not introduced to the property or the vendor by any agent other than the one (if any) named in this Contract as the vendor's agent. The purchaser indemnifies the vendor against any claim made by any other party for commission or other payments as a result of a breach of this warranty. The provisions of this clause shall not merge on completion.

**41. Death or Liquidation**

41.1. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this Clause not been included in this Contract, if the vendor or purchaser (or any one of them, if there is more than one) prior to completion:

- (a) Dies or becomes mentally ill, disordered, incapable or protected in accordance with the relevant criteria set out in the *Mental Health Act 1990* or the *Protected Estates Act 1983*; or
- (b) being a company, go into liquidation or receivership;

then the other party may rescind this Contract by notice in writing and the provisions of Clause 19 shall apply.

**42. Requisitions**

42.1. The purchaser agrees that the only form of requisitions the purchaser is entitled to raise under clause 5 must be in the form annexed to this Contract. The purchaser acknowledges that the only reply the vendor will provide is the reply provided by the vendor as annexed to this Contract. If the reply is not annexed to this Contract the vendor shall provide the reply in a reasonable time after the date of this Contract. The purchaser shall not be entitled to object, claim or delay completion for any matter arising out of this clause.

**43. Release of Deposit**

- 43.1. The purchaser hereby agrees to and gives authority to the depositholder to release the deposit paid hereunder to a party as the vendor directs provided that the deposit may only be released:
- 43.1.1. for the vendor's own purchase of real property as deposit, stamp duty, or contribution to settlement funds; and/or
  - 43.1.2. to pay the registered and equitable mortgagees noted in the title of this property on the completion of this Contract; and/or
  - 43.1.3. to pay Revenue NSW any outstanding land tax.
- 43.2. The vendor warrants and directs the depositholder that the deposit will not be released directly to the vendor and it may only be released directly to:
- 43.2.1. a destination as the vendor of the property which the vendor in this Contract is purchasing directs; and/or
  - 43.2.2. the abovementioned mortgagees on completion of this Contract via PEXA; and/or
  - 43.2.3. Revenue NSW as stamp duty and/or land tax.
- 43.3. If the deposit released is for the vendor to pay the deposit for the vendor's own purchase of real property then the deposit must only be paid to a trust account and must not be further released until this contract completes.
- 43.4. The vendor warrants that this clause is genuinely required in order for this Contract to be successfully completed. Clause 43 is an essential clause in this Contract.

**44. Foreign Acquisition & Take-over Act 1975**

- 44.1. If the purchaser (or any one of them) is a foreign person as defined under the *Foreign Acquisition & Take-over Act 1975* (the Act), clause 22 is deleted and this clause will apply.
- 44.2. This Contract is conditional and subject to the purchaser obtaining the approval from the government to purchase this property within 30 days of the Contract Date, provided that the purchaser warrants that:
- (a) The purchase is in compliance with the current policies of the government and, on the balance of probability, the purchaser is likely to receive the approval from the government to purchase this property; and
  - (b) Within 3 days of the Contract Date, lodge the application for the approval, pay the application fee, serve a receipt from the government stating that the application fee has been paid and use its best endeavours to obtain the approval;
  - (c) Must immediately forward to the vendor the outcome of the application.
- 44.3. If this clause is complied with by the purchaser, it may rescind this Contract if the government objects to the purchase and clause 19 shall apply.
- 44.4. The purchaser hereby indemnifies and holds indemnified the vendor against all liability, loss, damage and expenses which the vendor may suffer or incur as a direct or indirect consequence of a breach of *Foreign Acquisition & Take-over Act 1975* by the purchaser.

**45. Deposit Instalments**

45.1. If the vendor accepts payment of less than 10% of the purchase price as part of the deposit on making of this Contract, then:

- (a) The balance of the 10% deposit must be paid as an essential condition of this Contract on a date that is the earlier of the date for completion as specified in the contract and the date the vendor otherwise becomes entitled to keep or recover the 10% deposit
- (b) Should the balance of the deposit not be paid within the time limits in this clause it is expressly agreed between the parties that the deposit paid as at the date of default shall be forfeited to the vendor immediately without any further notice being required and the vendor will have the right to terminate the contract and sue the purchaser for damages.

**46. Forfeiture of 10% Deposit**

46.1. In the event that:

- (a) The purchaser defaults under any provision of this Contract which is or the performance of which has become essential; or
- (b) The purchaser has paid a deposit of less than ten (10%) of the purchase price and the vendor terminates this Contract;

then the vendor shall be entitled to recover from the purchaser, an amount equal to ten percent (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this right shall be in addition to and shall not constitute any waiver, limitation or restrictions on any remedies available to the vendor herein contained or implied notwithstanding any rule of law or equity to the contrary. This special condition shall not merge upon the completion of this Contract.

**47. Miscellaneous**

- 47.1. The vendor does not have a building certificate in respect of the improvements and the purchaser is not entitled to require the vendor to do anything in relation to obtain a building certificate.
- 47.2. The vendor is not liable to pay compensation nor is it required to erect or contribute to the expense of erecting or moving any fencing.
- 47.3. If required by the vendor, the parties agree that the depositholder shall transfer the deposit or part deposit to the vendor's solicitor's trust account to be made available at the PEXA settlement workspace for this matter as source funds to be released at completion. If the completion fails the deposit or part deposit shall continue to be held in the trust account of the vendor's solicitor.

**48. Lease**

- 48.1. If this Contract is subject to a lease despite any other conditions in this Contract the purchaser agrees not to hold the vendor liable for any liabilities should the tenant does not comply with the lease or terminates the lease earlier than the term of the lease.

**APPLICABLE IF NON-NATURAL PERSON PURCHASER**

- (a) If the purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) the purchaser must secure at least one natural person over the age of eighteen (18) years who is a director or a substantial shareholder of the purchaser who will unconditionally guarantee the due performance of the purchaser’s obligation under this Contract, and the due and punctual payment by the purchaser of the purchase price and all other moneys payable by the purchaser to the vendor under this Contract. The Guarantee shall be in the form contained in this clause.
- (b) The vendor at the request of the Guarantor(s) whose name(s) and address(es) and description(s) are set out below has/have agreed to sell the Property to the purchaser and the purchaser and the purchaser has agreed to purchase from the vendor the Property. The Guarantor(s) HEREBY GUARANTEE(S) the payment by the purchaser to the vendor of all moneys including damages to be paid by the purchaser pursuant to this Contract at the times and in the manner therein provided and the observance and performance by the purchaser of the terms and conditions therein contained or implied and on the part of the purchaser to be observed and performed
- (c) As a separate and severable covenant the Guarantor(s) agree(s) to indemnify the vendor and keep it indemnified from and against all losses, costs, charges and expenses whatsoever that the vendor may suffer or incur by reason of the failure or default of the purchaser to pay all moneys to be paid by it pursuant to the said Contract at the times and in terms, conditions and covenants therein contained or implied and on the part of the purchaser to be observed and performed.
- (d) The Guarantor(s) declares that this guarantee, the indemnity and the covenant hereby given shall be a continuing guarantee, indemnity and covenant and that our liability thereunder shall not be affected or discharged by any indulgence or extension of time granted by the vendor to the said purchaser or of any variation of the terms and conditions of this Contract.
- (e) The Guarantors declare that this guarantee, the indemnity and the covenant hereby given shall be joint and several.

**Signed by**

**As Guarantor(s) in the presence of:**

.....

Signature of Witness

.....

Name of Witness

.....

Address of Witness

.....

Signature(s) of Guarantor(s)

.....

Name(s) of Guarantor(s)

.....

Address(es) of Guarantor(s)

(This page is intentionally left blank)

## **E. Requisitions under Special Conditions**

(This page is intentionally left blank)

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Date:

---

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?  
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.  
(c) Please specify any existing breaches.  
(d) All rent should be paid up to or beyond the date of completion.  
(e) Please provide details of any bond together with the Rental Bond Board's reference number.  
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:  
(a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?  
(b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:  
(a) to what year has a return been made?  
(b) what is the taxable value of the property for land tax purposes for the current year?

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:  
(a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?  
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?  
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(e) In respect of any residential building work carried out in the last 7 years:  
(i) please identify the building work carried out;  
(ii) when was the building work completed?  
(iii) please state the builder's name and licence number;

- (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

#### **Affectations, notices and claims**

19. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any resumption or acquisition or proposed resumption or acquisition?
    - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (v) any realignment or proposed realignment of any road adjoining them?
    - (vi) any contamination of them?

#### **Owners corporation management**

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

#### **Capacity**

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

#### **Requisitions and transfer**

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

## **F. Replies to Requisitions under Special Conditions**

(This page is intentionally left blank)

## Replies to STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property:

Date:

---

1. Noted.
2. No.
3. (a) Please see the lease annexed.  
(b) Noted.  
(c) Not that the vendor is aware of.  
(d) Noted.  
(e) Please contact the selling agent.  
(f) Noted.
4. No.
5. (a) Not that the vendor is aware of.  
(b) Not that the vendor is aware of.
6. Noted.
7. Noted.
8. Not as far as the vendor is aware.
9. At the office of the discharging mortgagee if there is a mortgage otherwise at our office.
10. No.
11. Noted.
12. See the contract. If no adjustment is required then any outstanding tax will be paid. Please advise if you do not receive a clear s 47 certificate.
13. Noted.
14. No.
15. (a) As far as vendor is aware yes.  
(b) Not that the vendor is aware.  
(c) No.  
(d) No.  
(e) If applicable then this information has been provided.
16. As to the vendor no.
17. (a)-(d) Not applicable.
18. (a) Not applicable.  
(b) No.  
(c) No.
19. (a) Not that the vendor is aware.  
(b) Not that the vendor is aware.  
(c)(i)-(iii) Other than as disclosed in the contract no.  
(d)(i)-(vi) Not that the vendor is aware.
20. Yes.
21. The vendor relies on the contract.
22. Not as far as the vendor is aware.
23. Not as far as the vendor is aware but the purchaser is to rely on their own strata searches and s184 certificate .
24. Noted.
25. Noted.
26. Not applicable.
27. Noted.
28. The vendor relies on the contract and the vendor does not admit such right of the purchaser.
29. Not agreed.

## **G. Disclosure documents**

(This page is intentionally left blank)



FOLIO: 82/SP94064

-----

SEARCH DATE	TIME	EDITION NO	DATE
2/9/2024	8:17 PM	3	20/12/2019

LAND

-----

LOT 82 IN STRATA PLAN 94064  
AT ARNCLIFFE  
LOCAL GOVERNMENT AREA BAYSIDE

FIRST SCHEDULE

-----

YUNLU HU  
YI HUANG  
AS JOINT TENANTS (T AP798491)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP94064  
2 AP798492 MORTGAGE TO MAYBANK SINGAPORE LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



FOLIO: CP/SP94064

SEARCH DATE	TIME	EDITION NO	DATE
2/9/2024	8:17 PM	7	2/5/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 94064  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ARNCLIFFE  
LOCAL GOVERNMENT AREA BAYSIDE  
PARISH OF ST GEORGE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP94064

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 94064  
ADDRESS FOR SERVICE OF DOCUMENTS:  
NETWORK STRATA SERVICES  
PO BOX 265  
HURSTVILLE BC NSW 1481

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1015248 RIGHT OF CARRIAGEWAY 3.9 METRE(S) WIDE AND VARIABLE  
WIDTH APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO  
BENEFITED IN THE TITLE DIAGRAM
- 3 DP1223657 EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.86  
METRE(S) WIDE LIMITED IN STRATUM AFFECTING THE PART(S)  
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1223657 EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.36  
METRE(S) WIDE LIMITED IN STRATUM AFFECTING THE PART(S)  
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1223657 POSITIVE COVENANT REFERRED TO AND NUMBERED (4) IN THE  
S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO  
BURDENED IN THE TITLE DIAGRAM
- 6 DP1223657 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE  
S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO  
BURDENED IN THE TITLE DIAGRAM
- 7 DP1223657 RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN  
STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE  
TITLE DIAGRAM
- 8 AP480510 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO  
BURDENED IN THE TITLE DIAGRAM
- 9 AP995651 INITIAL PERIOD EXPIRED
- 10 AU22839 CONSOLIDATION OF REGISTERED BY-LAWS

END OF PAGE 1 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 94064

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 60	2	- 55	3	- 89	4	- 59
5	- 76	6	- 75	7	- 59	8	- 78
9	- 78	10	- 59	11	- 63	12	- 62
13	- 61	14	- 91	15	- 77	16	- 54
17	- 58	18	- 53	19	- 87	20	- 56
21	- 55	22	- 68	23	- 54	24	- 68
25	- 55	26	- 76	27	- 77	28	- 55
29	- 57	30	- 57	31	- 83	32	- 58
33	- 72	34	- 71	35	- 52	36	- 75
37	- 53	38	- 88	39	- 56	40	- 55
41	- 69	42	- 55	43	- 69	44	- 56
45	- 77	46	- 78	47	- 56	48	- 57
49	- 57	50	- 84	51	- 58	52	- 73
53	- 72	54	- 53	55	- 76	56	- 54
57	- 89	58	- 57	59	- 55	60	- 70
61	- 56	62	- 70	63	- 56	64	- 78
65	- 79	66	- 56	67	- 58	68	- 58
69	- 85	70	- 59	71	- 74	72	- 73
73	- 54	74	- 77	75	- 54	76	- 91
77	- 57	78	- 56	79	- 71	80	- 57
81	- 71	82	- 57	83	- 79	84	- 80
85	- 57	86	- 58	87	- 58	88	- 86
89	- 59	90	- 75	91	- 74	92	- 54
93	- 78	94	- 55	95	- 92	96	- 58
97	- 56	98	- 72	99	- 57	100	- 72
101	- 57	102	- 80	103	- 81	104	- 57
105	- 59	106	- 59	107	- 88	108	- 60
109	- 76	110	- 75	111	- 55	112	- 79
113	- 55	114	- 94	115	- 58	116	- 57
117	- 73	118	- 58	119	- 73	120	- 58
121	- 81	122	- 82	123	- 58	124	- 59
125	- 59	126	- 89	127	- 60	128	- 77
129	- 76	130	- 55	131	- 79	132	- 74
133	- 59	134	- 83	135	- 83	136	- 58
137	- 60	138	- 60	139	- 89	140	- 61
141	- 78	142	- 82	143	- 64	144	- 60
145	- 61	146	- 61	147	- 62	148	- 79
149	- 82						

NOTATIONS

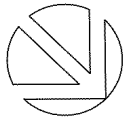
UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

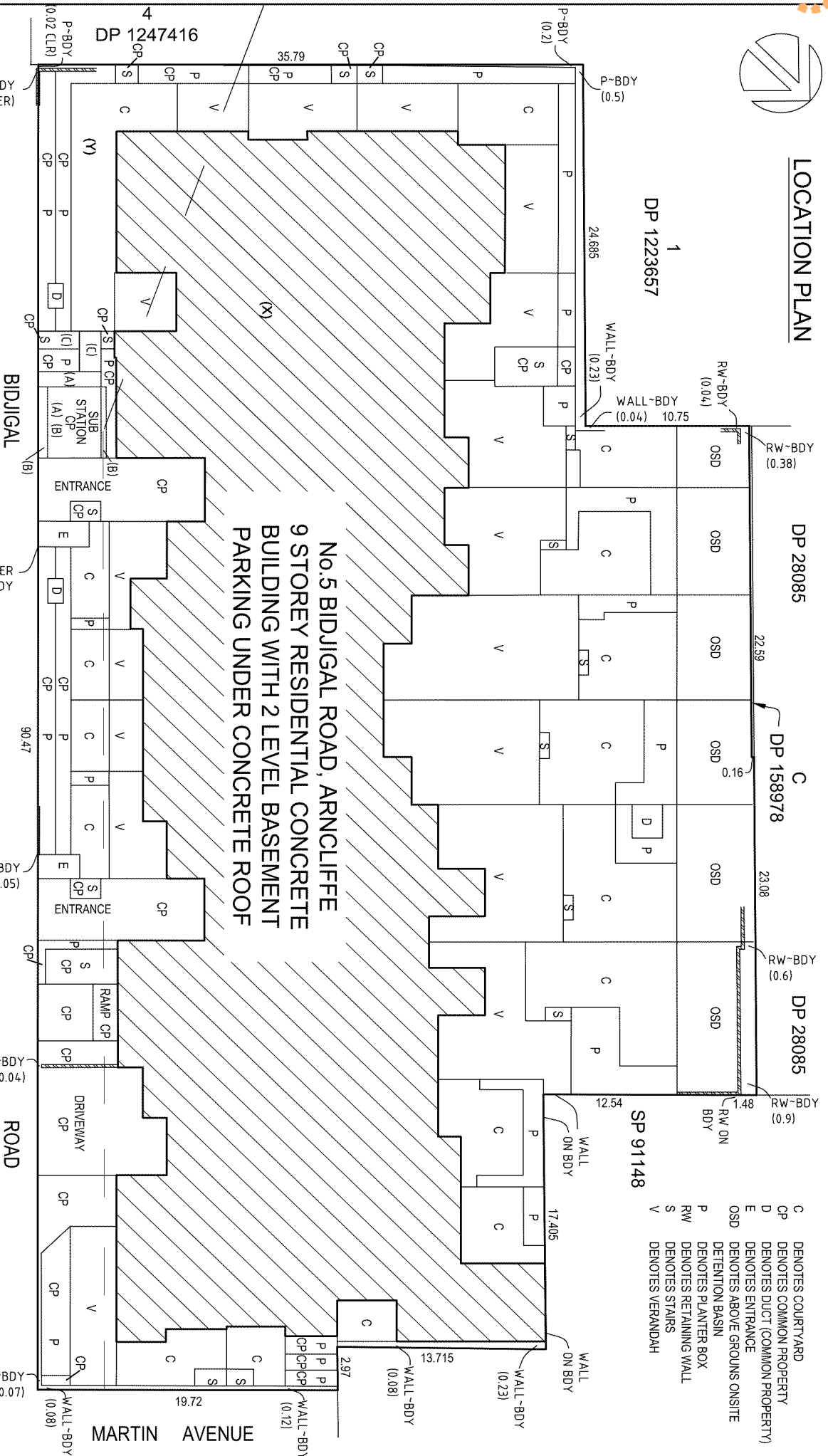
01629724-KYKYYKYYK

PRINTED ON 2/9/2024

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



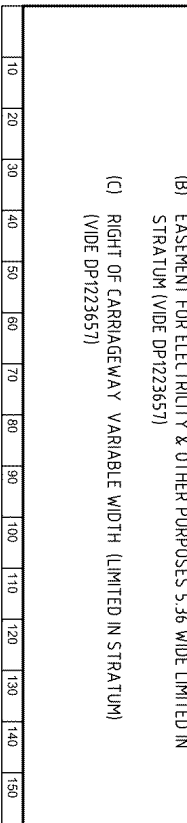
LOCATION PLAN



- (A) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.86 WIDE LIMITED IN STRATUM (VIDE DP1223657)
- (B) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.36 WIDE LIMITED IN STRATUM (VIDE DP1223657)
- (C) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) (VIDE DP1223657)

(Y) - BENEFITED BY RIGHT OF CARRIAGEWAY 3.9 WIDE & VARIABLE (DP1015248) - POSITIVE COVENANT (AP480510)

(X) - POSITIVE COVENANT (DP1223657) (No.4) - POSITIVE COVENANT (DP1223657) (No.6)

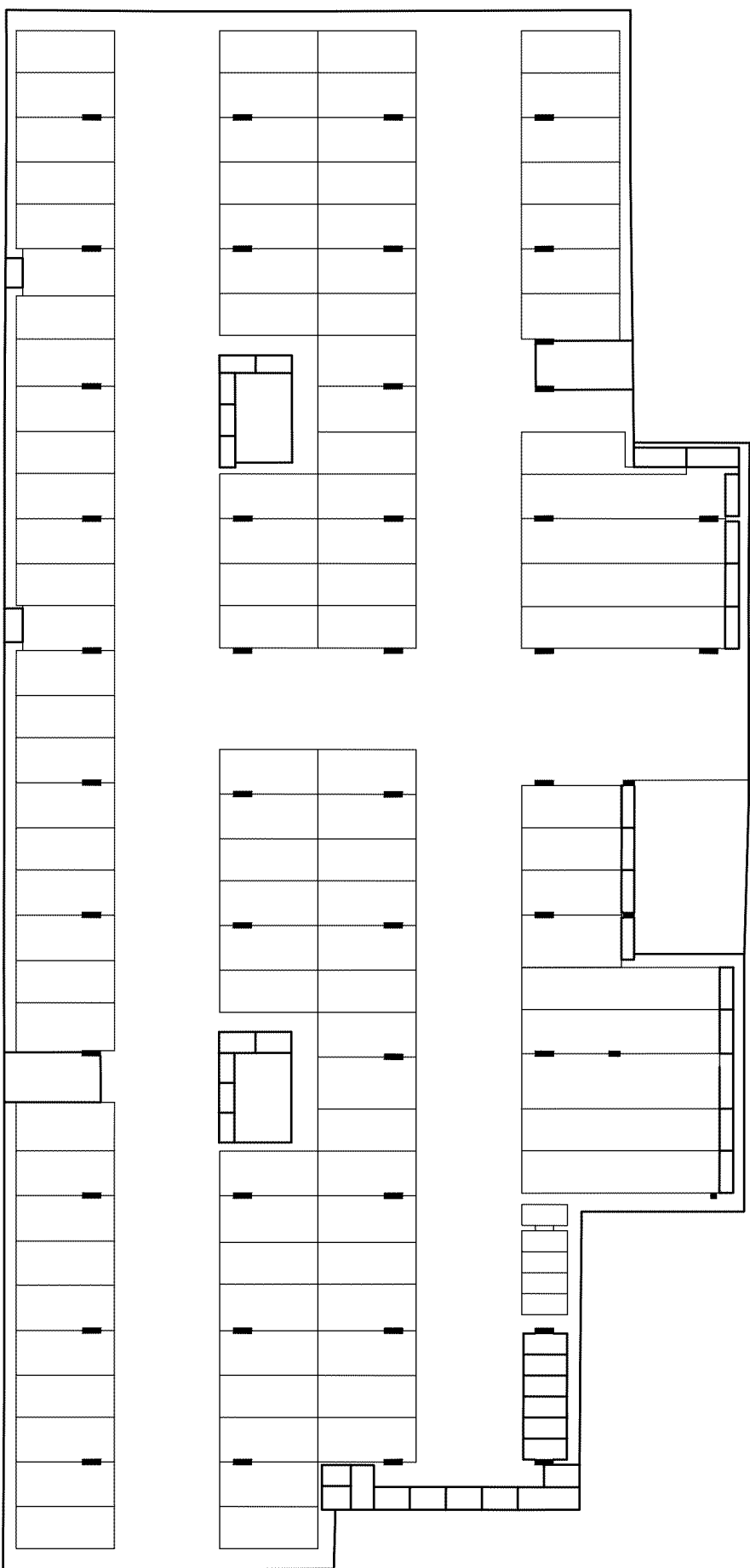
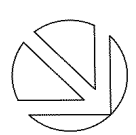


Surveyor: JASON ESTEPHAN  
 Surveyor Ref: 118349509-01  
 Subdivision No: -  
 Lengths are in metres. Reduction Ratio 1:250

Registered:  
 28/10/2019

SP94064

**BASEMENT B2 - LOWER**  
(REFER TO SHEETS 3 TO 5)



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

Surveyor: JASON ESTEPHAN  
Surveyor Ref: 118349509-01  
Subdivision No: -  
Lengths are in metres. Reduction Ratio 1: 250

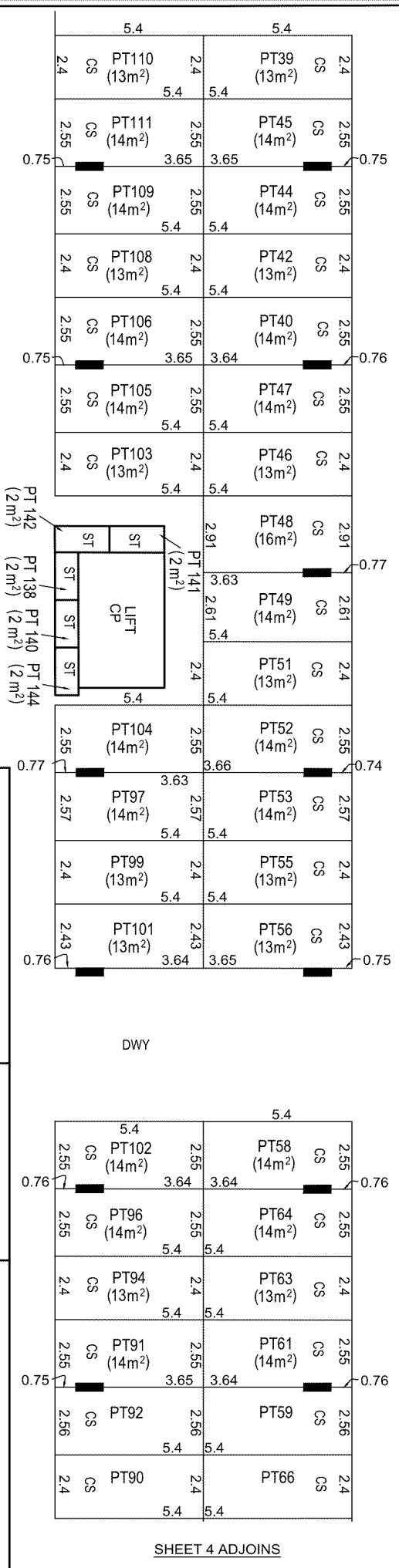
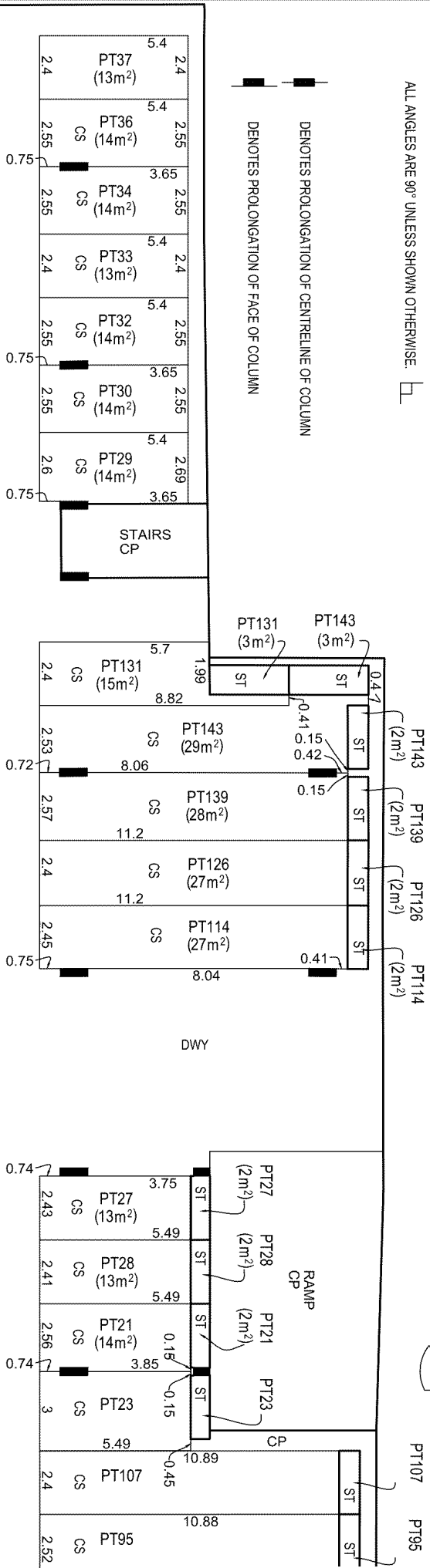
Registered:  
28/10/2019

**SP94064**

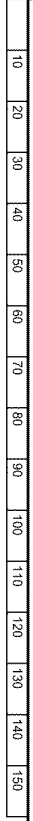
- CP DENOTES COMMON PROPERTY
- CS DENOTES CARSPACE
- DWY DENOTES DRIVEWAY (COMMON PROPERTY)
- ST DENOTES STORAGE AREA

ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE.

### BASEMENT B2 - LOWER



ALL AREAS SHOWN ARE APPROXIMATE AND FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015)



SHEET 5 ADJOINS

SHEET 4 ADJOINS

Surveyor: JASON ESTEPHAN  
 Surveyor Ref: 118349509-01  
 Subdivision No: -  
 Lengths are in metres. Reduction Ratio 1: 150



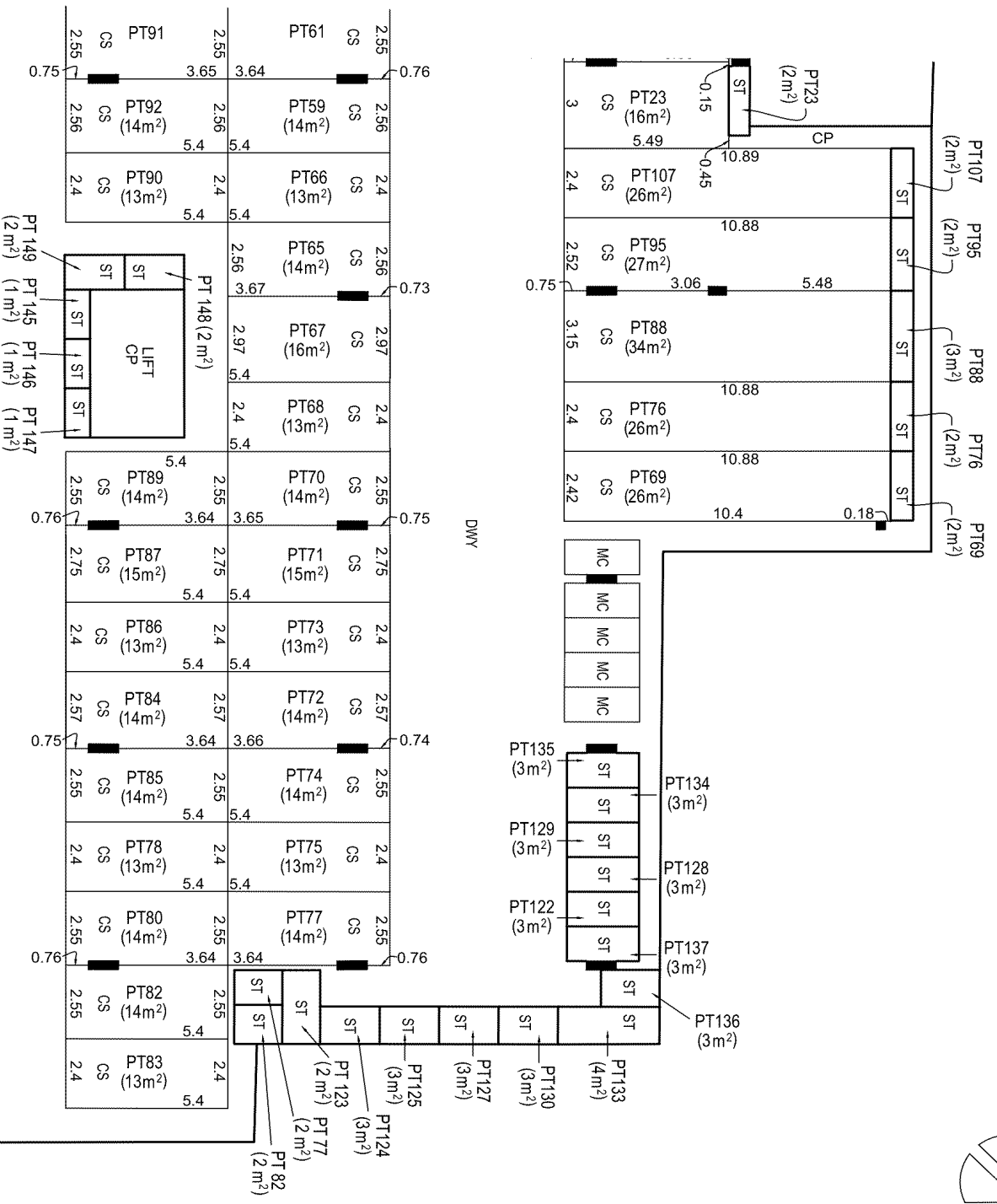
# SP94064

- CP DENOTES COMMON PROPERTY
- CS DENOTES CARSPACE
- DWY DENOTES DRIVEWAY (COMMON PROPERTY)
- MC DENOTES MOTORCYCLE PARKING (COMMON PROPERTY)
- ST DENOTES STORAGE AREA

ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE.

- DENOTES PROLONGATION OF CENTRELINE OF COLUMN
- DENOTES PROLONGATION OF FACE OF COLUMN

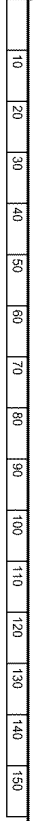
### BASEMENT B2 - LOWER



SHEET 3 ADJOINS

SHEET 5 ADJOINS

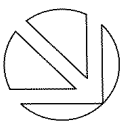
ALL AREAS SHOWN ARE APPROXIMATE AND FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015)



Surveyor: JASON ESTEPHAN  
 Surveyor Ref: 118349509-01  
 Subdivision No: -  
 Lengths are in metres. Reduction Ratio 1: 150

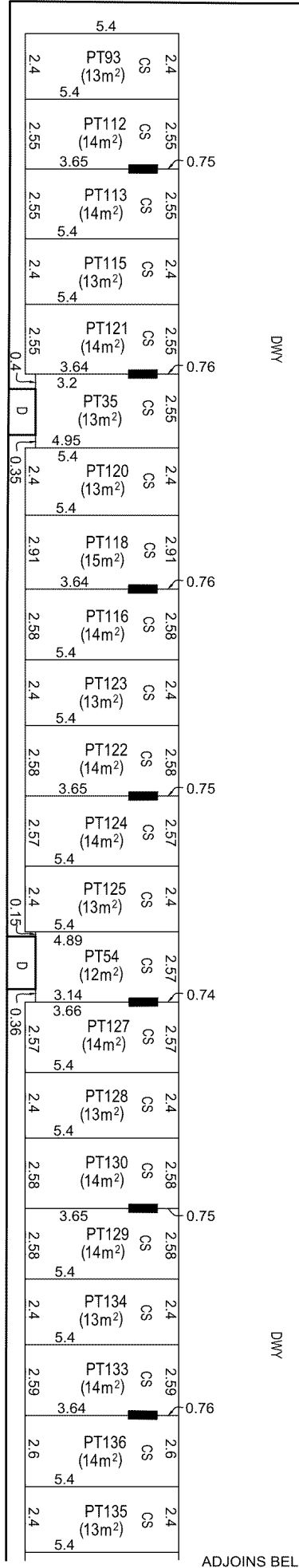
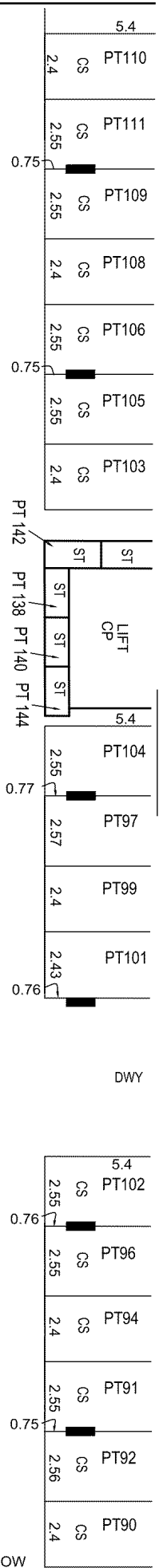
Registered:  
  
 28/10/2019

# SP94064

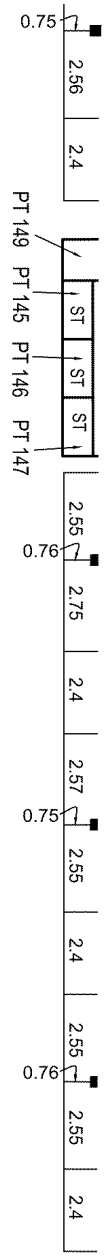


### BASEMENT B2 - LOWER

SHEET 3 ADJOINS



SHEET 4 ADJOINS



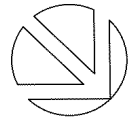
- CP DENOTES COMMON PROPERTY
- CS DENOTES CARSPACE
- D DENOTES DUCT (COMMON PROPERTY)
- DWY DENOTES DRIVEWAY (COMMON PROPERTY)
- ST DENOTES STORAGE AREA

ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE:

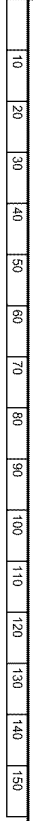


DENOTES PROLONGATION OF CENTRELINE OF COLUMN

DENOTES PROLONGATION OF FACE OF COLUMN



ALL AREAS SHOWN ARE APPROXIMATE AND FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015)

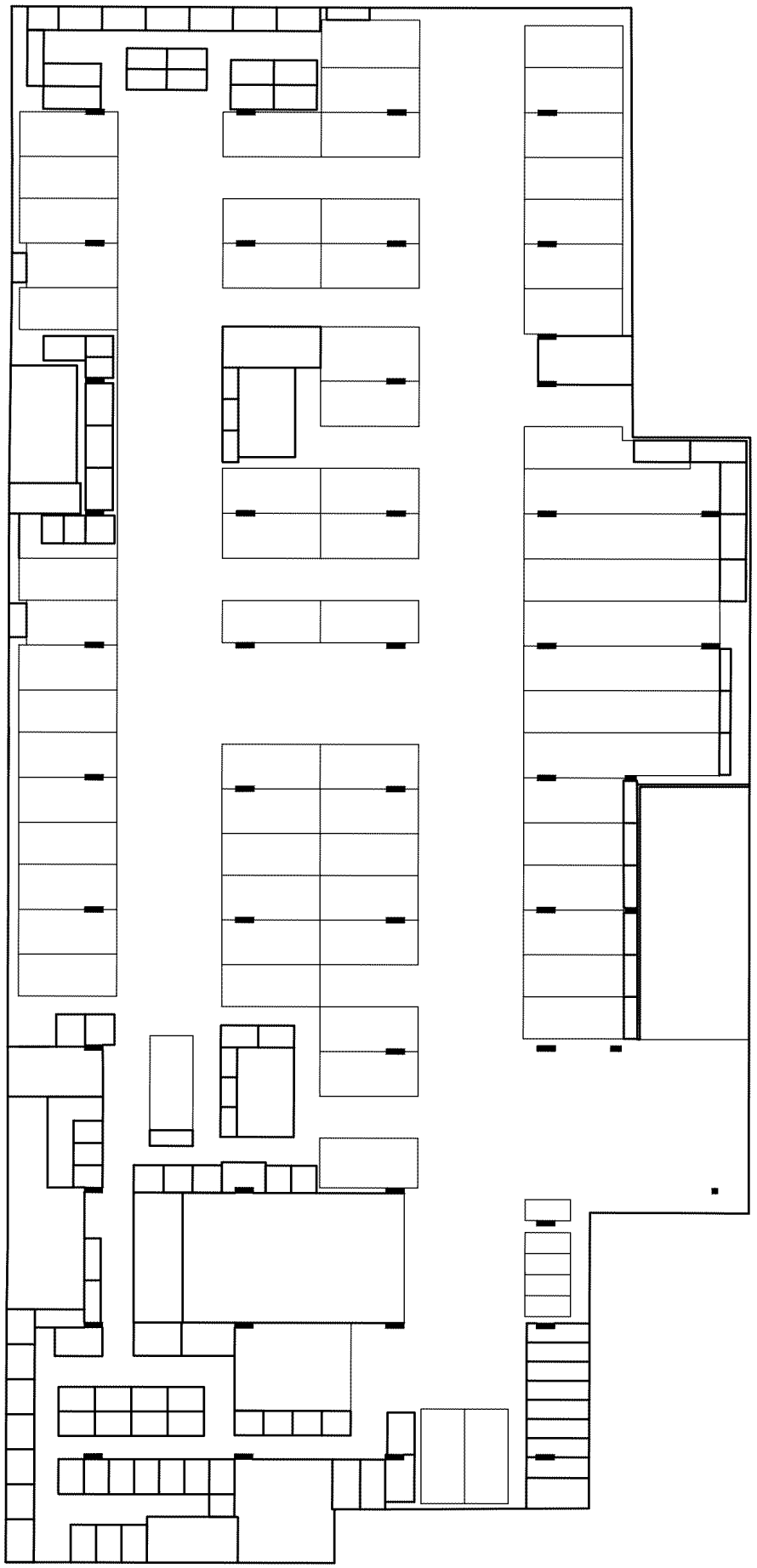
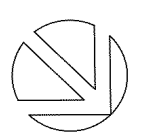


Surveyor: JASON ESTEPHAN  
 Surveyor Ref: 118349509-01  
 Subdivision No: -  
 Lengths are in metres. Reduction Ratio 1: 150

Registered:  
 28/10/2019

SP94064

**BASEMENT B1 - UPPER**  
**(REFER TO SHEETS 7 TO 9)**



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

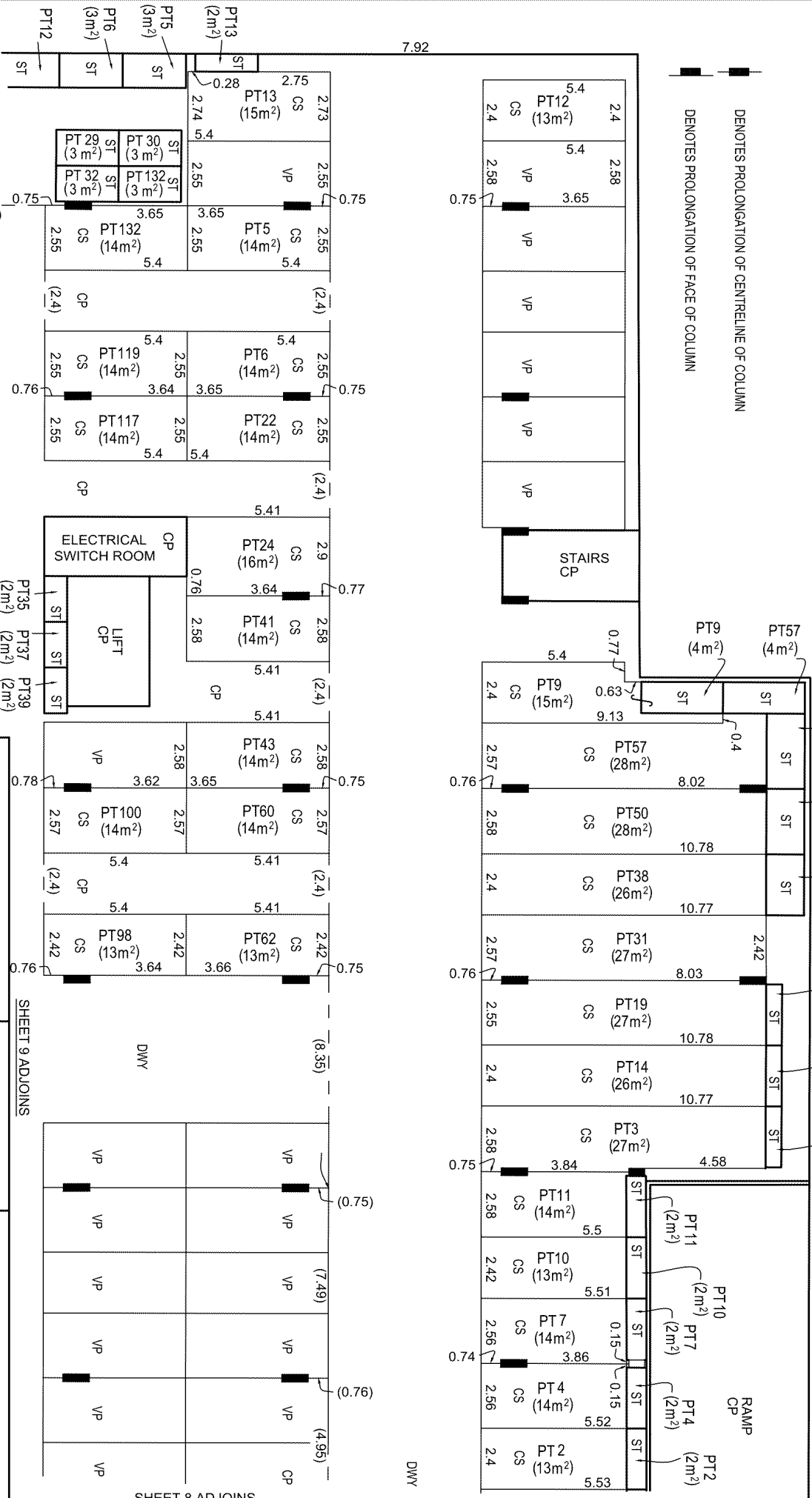
Surveyor: **JASON ESTEPHAN**  
Surveyor Ref: 118349509-01  
Subdivision No: -  
Lengths are in metres. Reduction Ratio 1: 250

Registered:  
  
28/10/2019

**SP94064**

- DWV DENOTES DRIVEWAY (COMMON PROPERTY)
  - CP DENOTES COMMON PROPERTY
  - CS DENOTES CARSPACE
  - ST DENOTES STORAGE AREA
  - VP DENOTES VISITOR PARKING (COMMON PROPERTY)
- ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE.

### BASEMENT B1 - UPPER



SHEET 8 ADJOINS

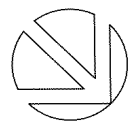
SHEET 9 ADJOINS

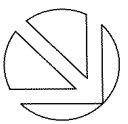
ALL AREAS SHOWN ARE APPROXIMATE AND FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015)

Surveyor: JASON ESTEPHAN  
 Surveyor Ref: 118349509-01  
 Subdivision No: -  
 Lengths are in metres. Reduction Ratio 1: 150

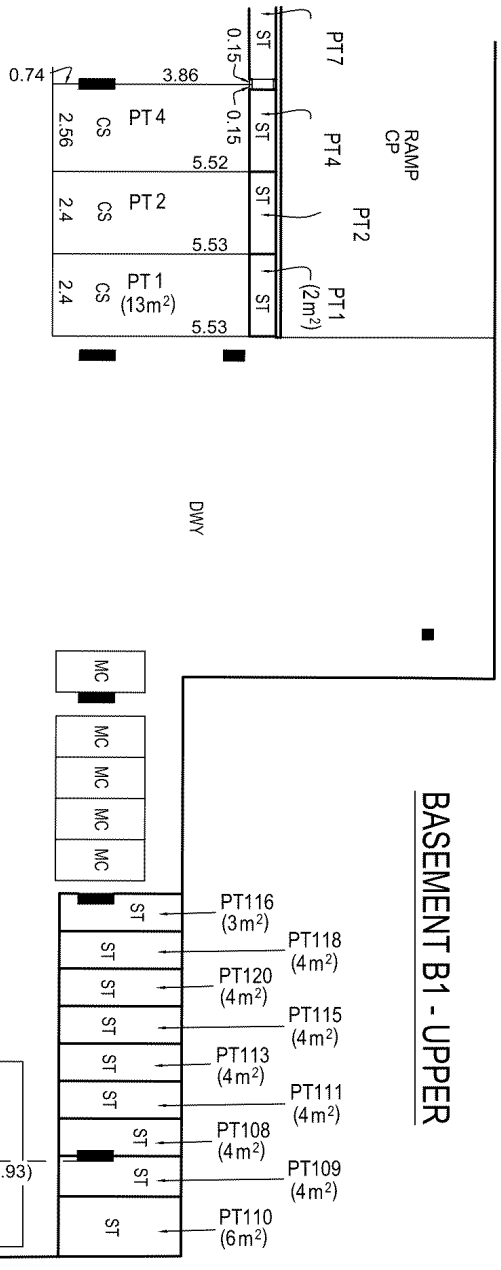
Registered:  
 28/10/2019

SP94064

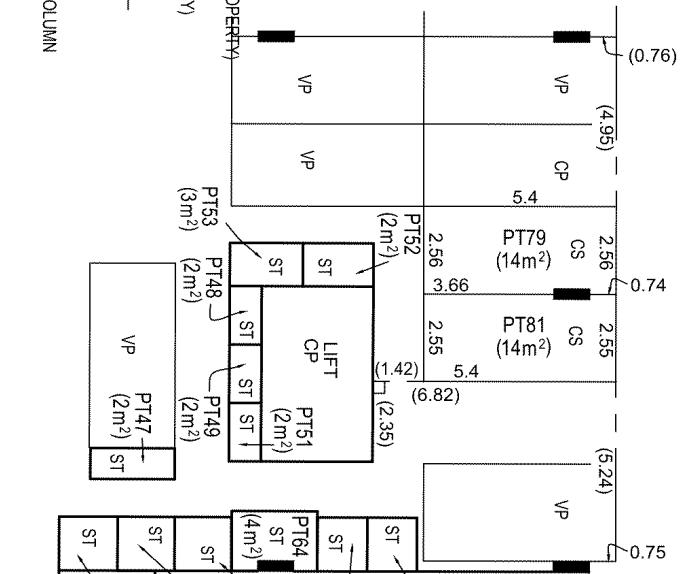




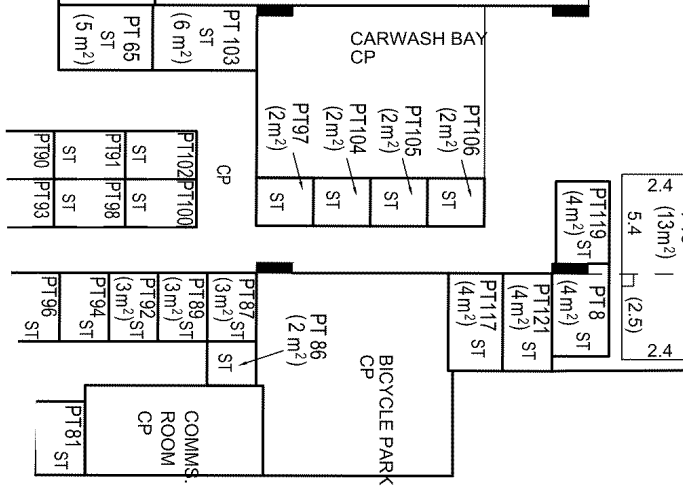
### BASEMENT B1 - UPPER



### SHEET 7 ADJOINS



### SHEET 9 ADJOINS



- DWY DENOTES DRIVEWAY (COMMON PROPERTY)
  - CP DENOTES COMMON PROPERTY
  - CS DENOTES CARSPACE
  - MC DENOTES MOTORCYCLE PARKING (COMMON PROPERTY)
  - ST DENOTES STORAGE AREA
  - VP DENOTES VISITOR PARKING (COMMON PROPERTY)
- ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE.
- DENOTES PROLONGATION OF CENTRALINE OF COLUMN
- DENOTES PROLONGATION OF FACE OF COLUMN

ALL AREAS SHOWN ARE APPROXIMATE AND FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015)



Surveyor: JASON ESTEPHAN  
 Surveyor Ref: 118349509-01  
 Subdivision No: -  
 Lengths are in metres. Reduction Ratio 1: 150

Registered:  
  
 28/10/2019

**SP94064**

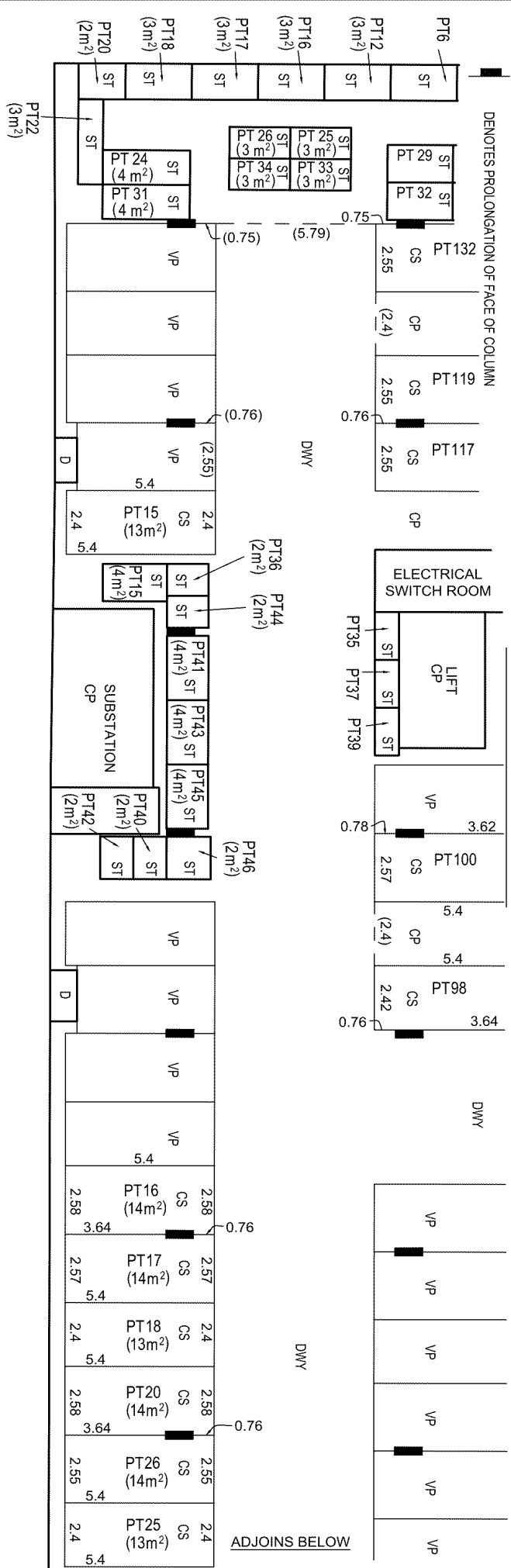
ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE.

DENOTES PROLONGATION OF CENTRELINE OF COLUMN

DENOTES PROLONGATION OF FACE OF COLUMN

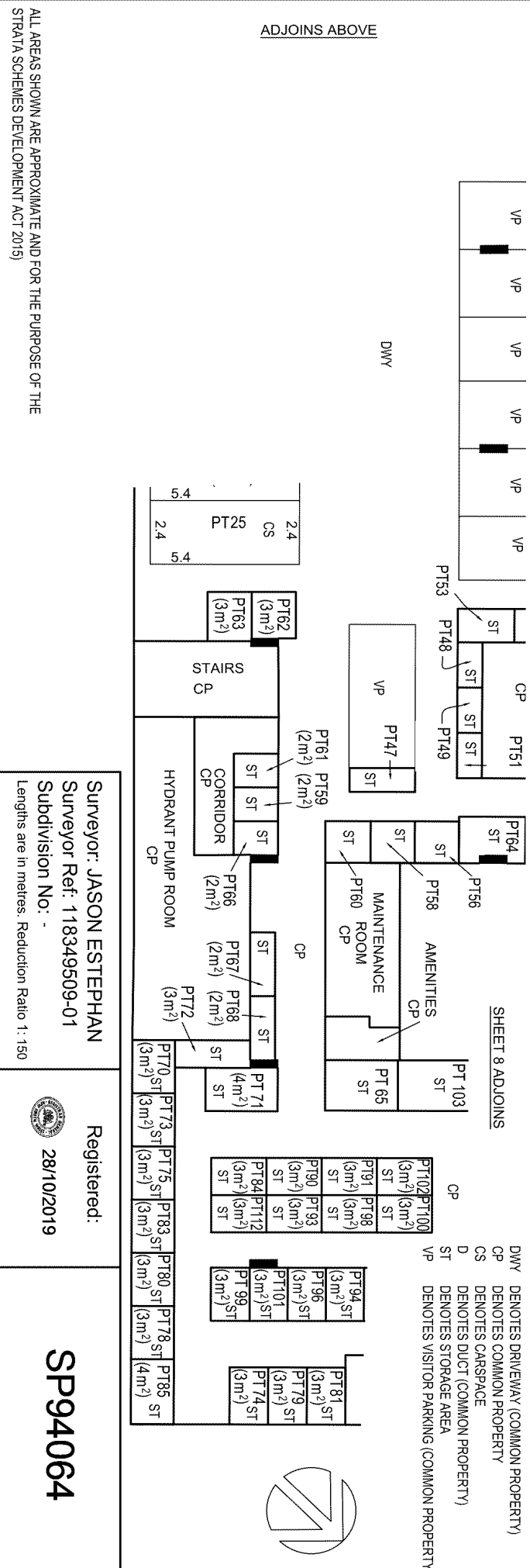
**BASEMENT B1 - UPPER**

SHEET 7 ADJOINS




ADJOINS ABOVE

ADJOINS BELOW



ALL AREAS SHOWN ARE APPROXIMATE AND FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015)

Surveyor: **JASON ESTEPHAN**  
 Surveyor Ref: 118349509-01  
 Subdivision No: -  
 Lengths are in metres. Reduction Ratio 1: 150

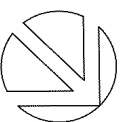
Registered:  
  
 28/10/2019

**SP94064**



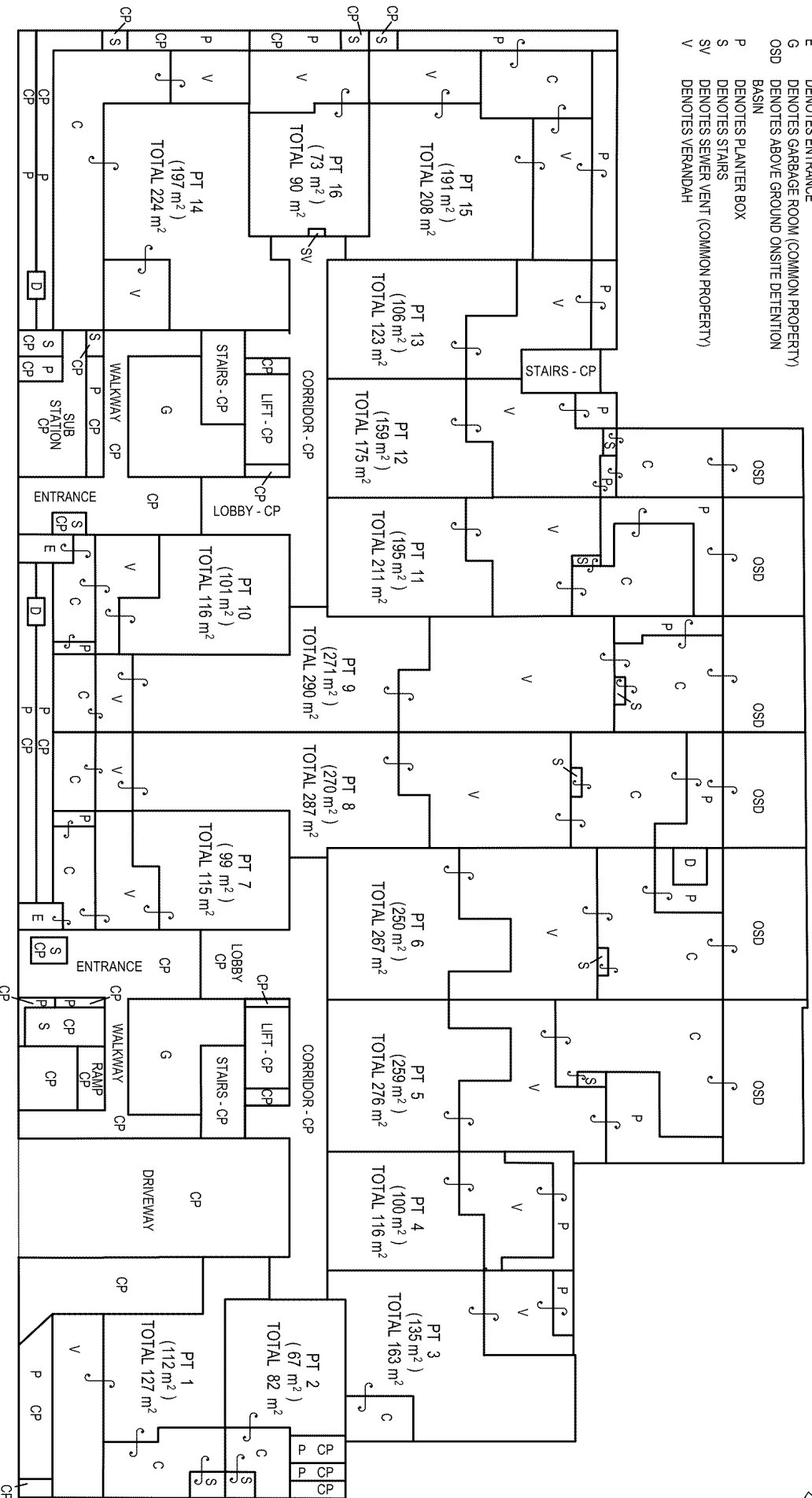
- DWY DENOTES DRIVEWAY (COMMON PROPERTY)
- CP DENOTES COMMON PROPERTY
- CS DENOTES CARSPACE
- D DENOTES DUCT (COMMON PROPERTY)
- ST DENOTES STORAGE AREA
- VP DENOTES VISITOR PARKING (COMMON PROPERTY)

SHEET 8 ADJOINS



- C DENOTES COURTYARD
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT (COMMON PROPERTY)
- E DENOTES ENTRANCE
- G DENOTES GARAGE ROOM (COMMON PROPERTY)
- OSD DENOTES ABOVE GROUND ONSITE DETENTION BASIN
- P DENOTES PLANTER BOX
- S DENOTES STAIRS
- SV DENOTES SEWER VENT (COMMON PROPERTY)
- V DENOTES VERANDAH

### GROUND LEVEL



-COURTYARDS ARE LIMITED IN HEIGHT TO 3.0m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE/TILED FLOOR LEVELS UNLESS COVERED WITHIN THIS LIMIT.

-PLANTER BOXES ARE LIMITED IN HEIGHT TO 1.6m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE/TILED FLOOR LEVELS.

-ENTRANCES THAT ARE PART OF A LOT ARE LIMITED IN HEIGHT TO 2.5m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE/TILED FLOOR LEVELS UNLESS COVERED WITHIN THIS LIMIT.

-OSD ARE LIMITED IN HEIGHT TO THE TOP OF THE OSD WALL AND LIMITED IN DEPTH TO 0.9m BELOW THE TOP OF THE OSD WALL.

-THE STRUCTURE OF THE ABOVE GROUND ONSITE DETENTION BASIN IS COMMON PROPERTY

-VERANDAHS ARE LIMITED IN HEIGHT TO 2.5m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE/TILED FLOOR LEVELS UNLESS COVERED WITHIN THIS LIMIT.

-STAIRS THAT ARE PART OF A LOT ARE LIMITED IN HEIGHT TO 2.5m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE/TILED FLOOR LEVELS UNLESS COVERED WITHIN THIS LIMIT.

-ANY SERVICE LINE SERVICING ONE LOT FROM ANOTHER IS COMMON PROPERTY

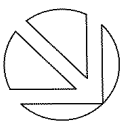
ALL AREAS SHOWN ARE APPROXIMATE AND FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT (2015)

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

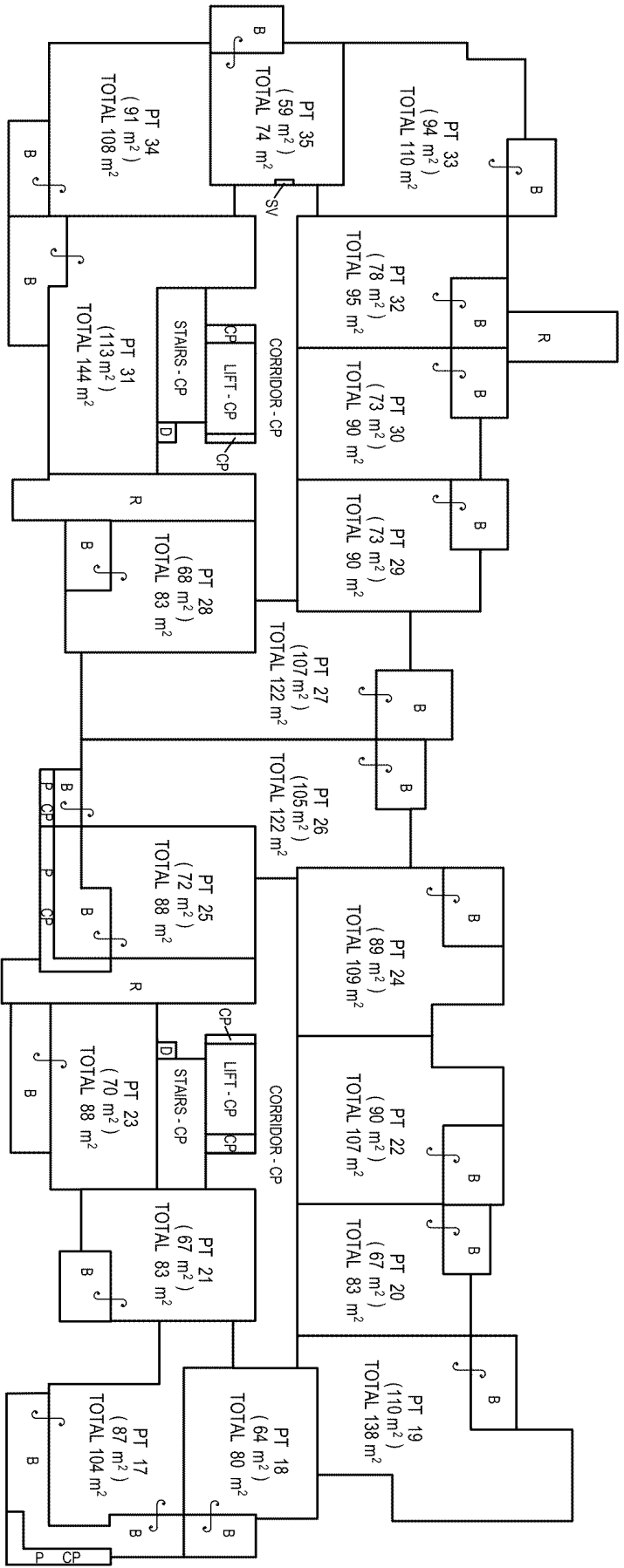
Surveyor: JASON ESTEPHAN  
 Surveyor Ref: 118349509-01  
 Subdivision No: -  
 Lengths are in metres. Reduction Ratio 1: 250

Registered:  
 28/10/2019

SP94064



LEVEL 1




- B DENOTES BALCONY
  - CP DENOTES COMMON PROPERTY
  - D DENOTES DUCT (COMMON PROPERTY)
  - P DENOTES PLANTER BOX
  - R DENOTES ROOF (COMMON PROPERTY)
  - SV DENOTES SEWER VENT (COMMON PROPERTY)
- BALCONIES ARE LIMITED IN HEIGHT TO 2.5m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE/FILLED FLOOR LEVELS UNLESS COVERED WITHIN THIS LIMIT.

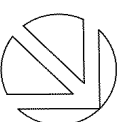
ALL AREAS SHOWN ARE APPROXIMATE AND FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015)

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

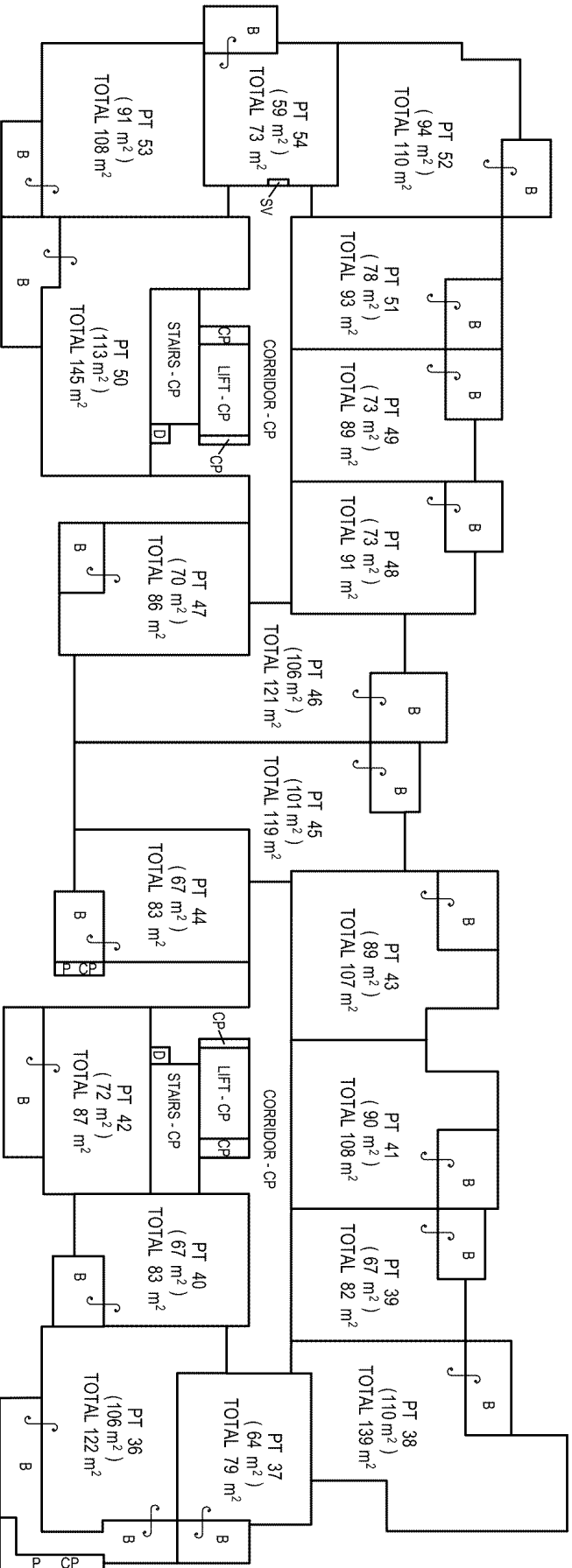
Surveyor: JASON ESTEPHAN  
 Surveyor Ref: 118349509-01  
 Subdivision No: -  
 Lengths are in metres. Reduction Ratio 1: 250

Registered:  
  
 28/10/2019

**SP94064**



**LEVEL 2**



- B DENOTES BALCONY
  - CP DENOTES COMMON PROPERTY
  - D DENOTES DUCT (COMMON PROPERTY)
  - P DENOTES PLANTER BOX
  - SV DENOTES SEWER VENT (COMMON PROPERTY)
- BALCONIES ARE LIMITED IN HEIGHT TO 2.5m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE/TILED FLOOR LEVELS UNLESS COVERED WITHIN THIS LIMIT.

ALL AREAS SHOWN ARE APPROXIMATE AND FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015)

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

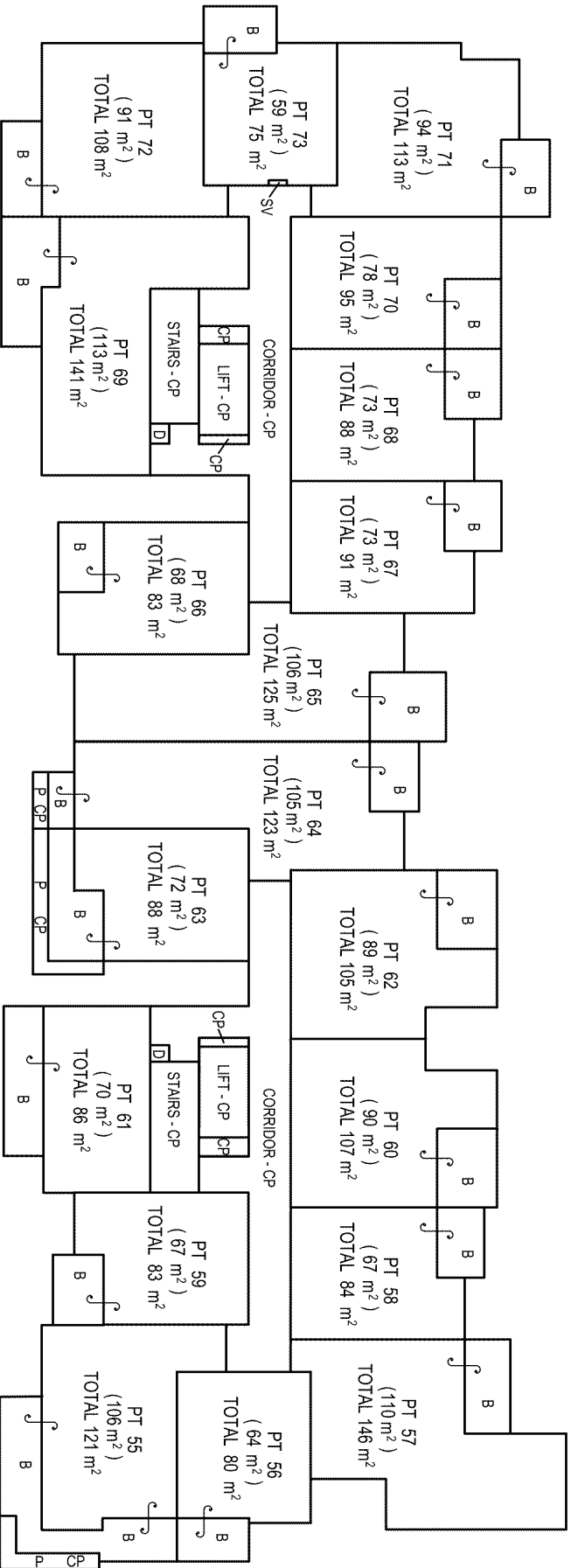
Surveyor: **JASON ESTEPHAN**  
 Surveyor Ref: 118349509-01  
 Subdivision No: -  
 Lengths are in metres. Reduction Ratio 1:250

Registered:  
  
 28/10/2019

**SP94064**



**LEVEL 3**



- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT (COMMON PROPERTY)
- P DENOTES PLANTER BOX
- SV DENOTES SEWER VENT (COMMON PROPERTY)

-BALCONIES ARE LIMITED IN HEIGHT TO 2.5m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE/TILED FLOOR LEVELS UNLESS COVERED WITHIN THIS LIMIT.

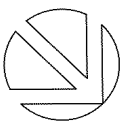
ALL AREAS SHOWN ARE APPROXIMATE AND FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015)

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

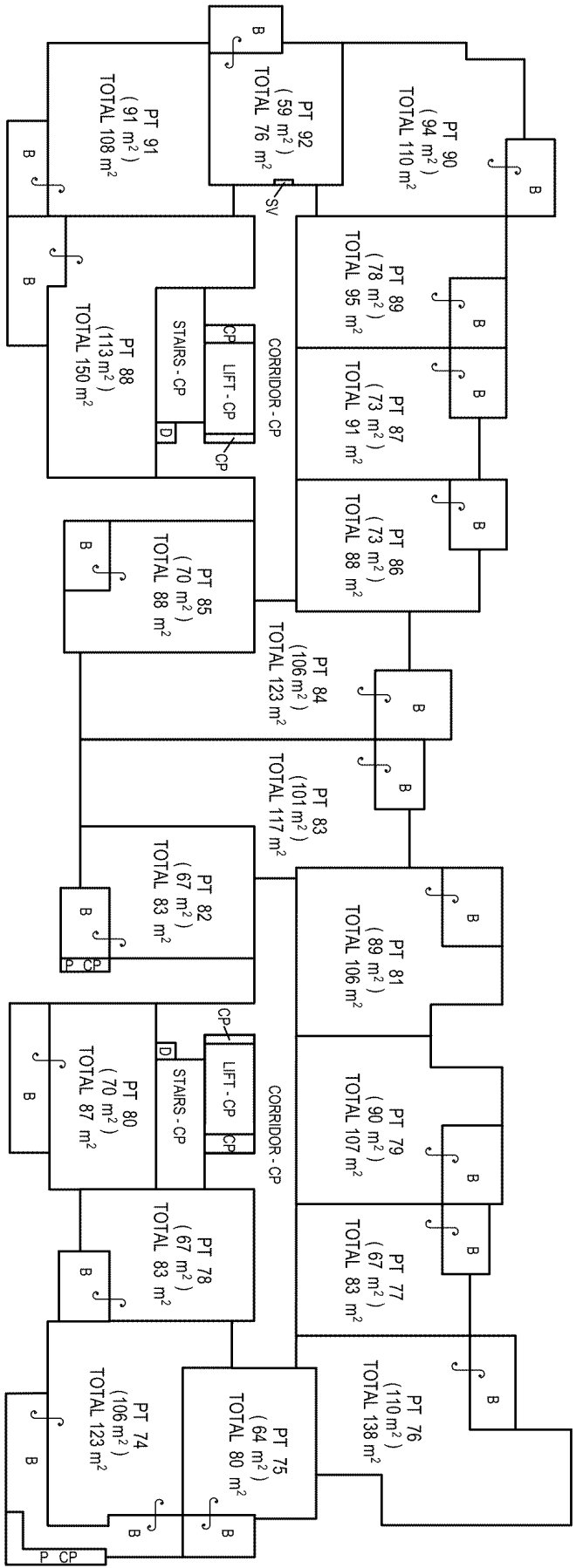
Surveyor: JASON ESTEPHAN  
 Surveyor Ref: 118349509-01  
 Subdivision No: -  
 Lengths are in metres. Reduction Ratio 1: 250

Registered:  
 28/10/2019

**SP94064**



**LEVEL 4**




- B DENOTES BALCONY
  - CP DENOTES COMMON PROPERTY
  - D DENOTES DUCT (COMMON PROPERTY)
  - P DENOTES PLANTER BOX
  - SV DENOTES SEWER VENT (COMMON PROPERTY)
- BALCONIES ARE LIMITED IN HEIGHT TO 2.5m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE/TILED FLOOR LEVELS UNLESS COVERED WITHIN THIS LIMIT.

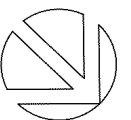
ALL AREAS SHOWN ARE APPROXIMATE AND FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015)

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

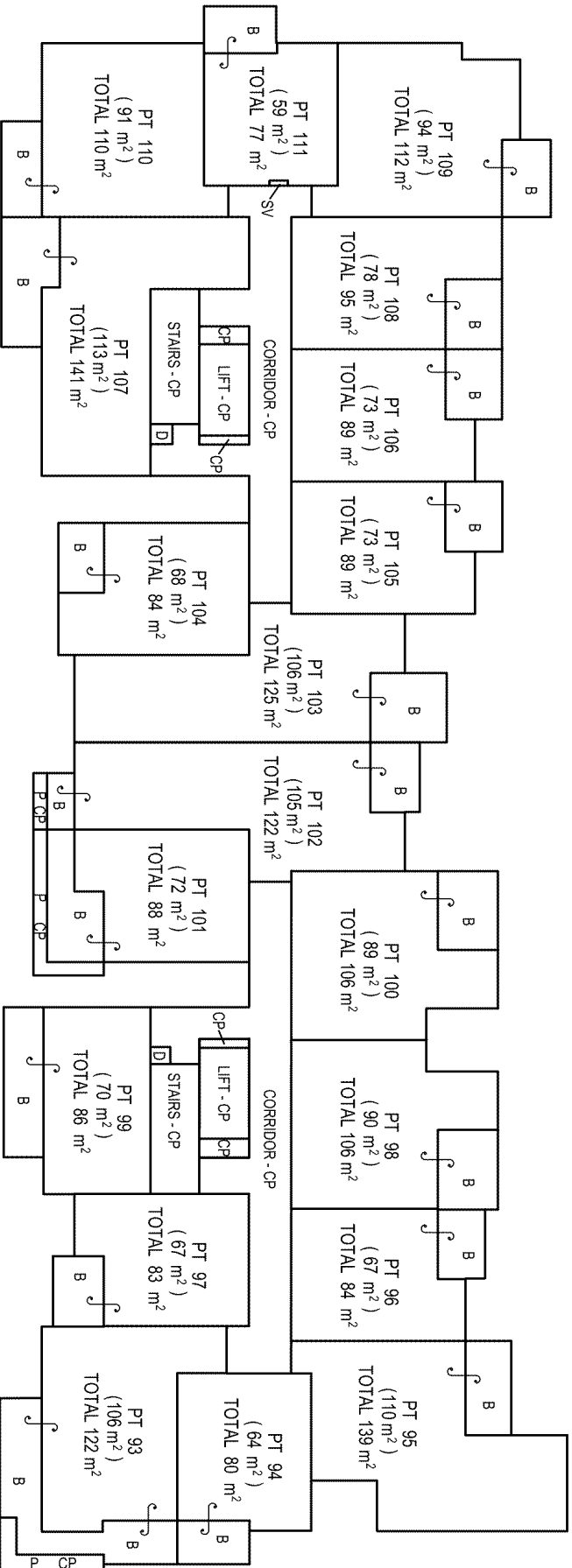
Surveyor: JASON ESTEPHAN  
 Surveyor Ref: 118349509-01  
 Subdivision No: -  
 Lengths are in metres. Reduction Ratio 1:250

Registered:  
  
 28/10/2019

**SP94064**



**LEVEL 5**




- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT (COMMON PROPERTY)
- P DENOTES PLANTER BOX
- SV DENOTES SEWER VENT (COMMON PROPERTY)

-BALCONIES ARE LIMITED IN HEIGHT TO 2.5m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE/TILED FLOOR LEVELS UNLESS COVERED WITHIN THIS LIMIT.

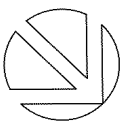
ALL AREAS SHOWN ARE APPROXIMATE AND FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015)

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

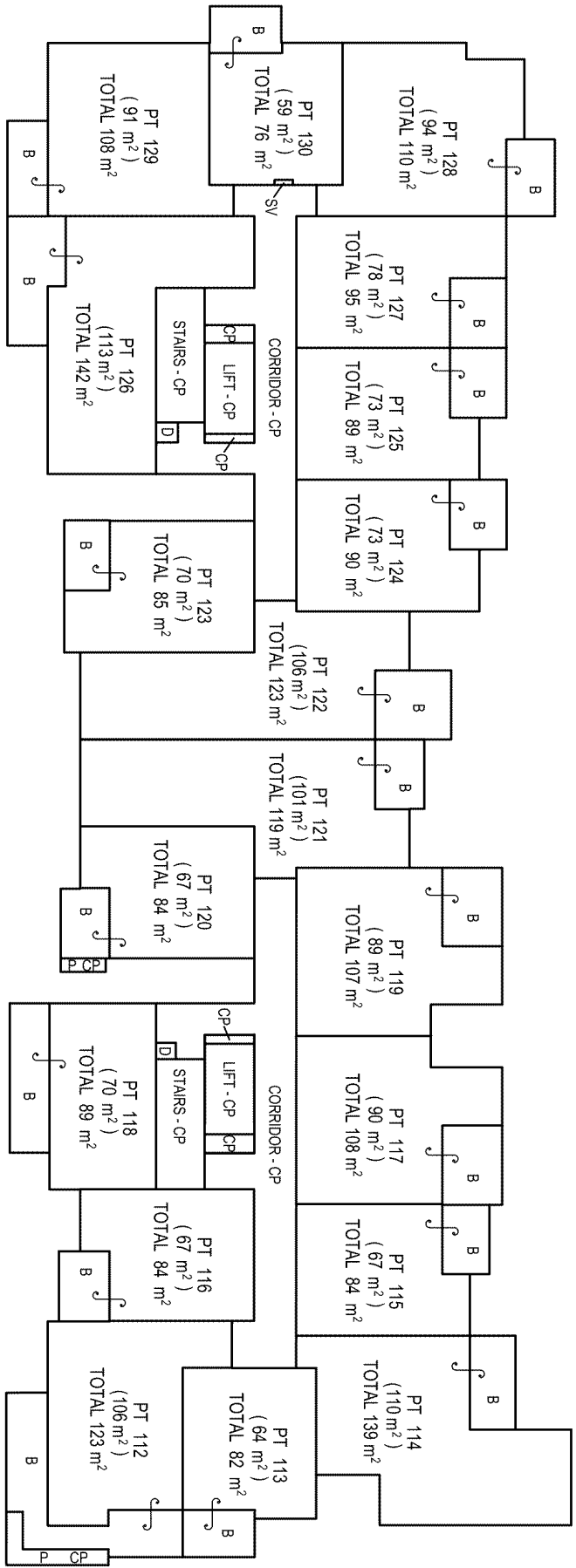
Surveyor: **JASON ESTEPHAN**  
 Surveyor Ref: 118349509-01  
 Subdivision No: -  
 Lengths are in metres. Reduction Ratio 1:250

Registered:  
  
 28/10/2019

**SP94064**



**LEVEL 6**




- B DENOTES BALCONY
  - CP DENOTES COMMON PROPERTY
  - D DENOTES DUCT (COMMON PROPERTY)
  - P DENOTES PLANTER BOX
  - SV DENOTES SEWER VENT (COMMON PROPERTY)
- BALCONIES ARE LIMITED IN HEIGHT TO 2.5m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE/TILED FLOOR LEVELS UNLESS COVERED WITHIN THIS LIMIT.

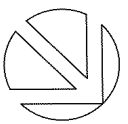
ALL AREAS SHOWN ARE APPROXIMATE AND FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015)

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

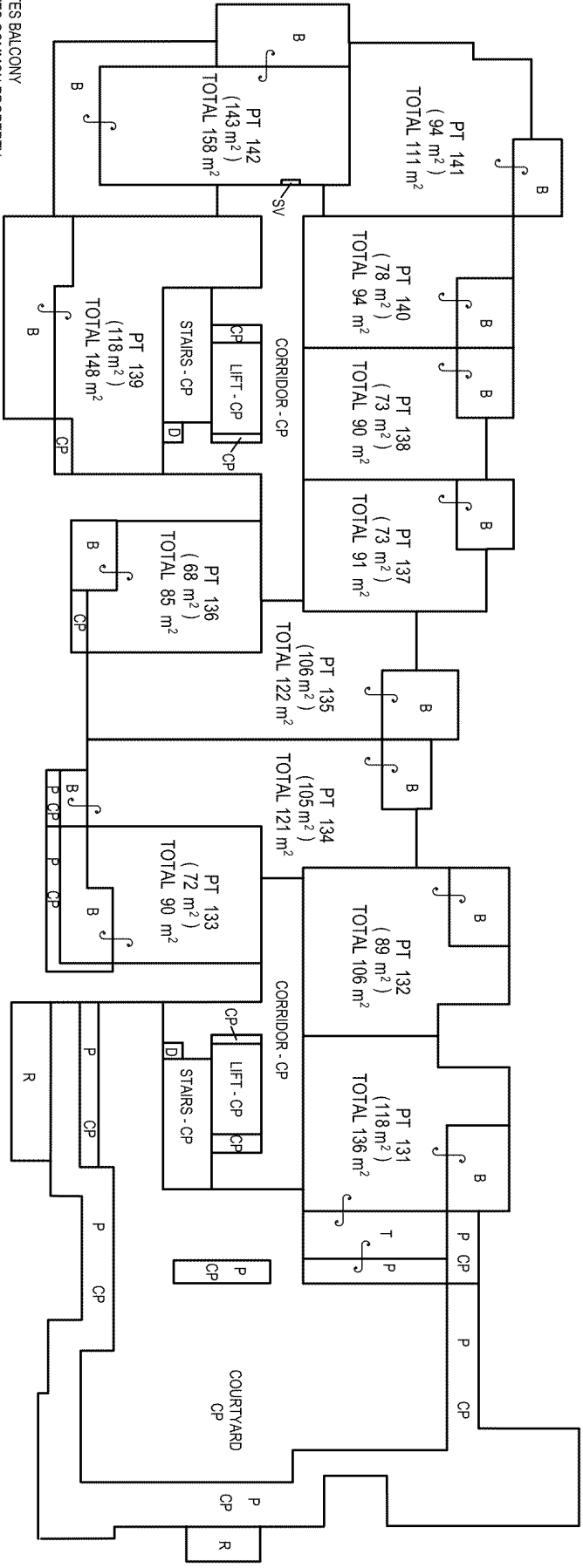
Surveyor: **JASON ESTEPHAN**  
 Surveyor Ref: 118349509-01  
 Subdivision No: -  
 Lengths are in metres. Reduction Ratio 1:250

Registered:  
  
 28/10/2019

**SP94064**



**LEVEL 7**



- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT (COMMON PROPERTY)
- P DENOTES PLANTER BOX
- R DENOTES ROOF (COMMON PROPERTY)
- SV DENOTES SEWER VENT (COMMON PROPERTY)
- T DENOTES TERRACE

-TERRACES ARE LIMITED IN HEIGHT TO 2.5m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE/TILED FLOOR LEVELS UNLESS COVERED WITHIN THIS LIMIT.

-BALCONIES ARE LIMITED IN HEIGHT TO 2.5m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE/TILED FLOOR LEVELS UNLESS COVERED WITHIN THIS LIMIT.

-PLANTER BOXES ARE LIMITED IN HEIGHT TO 1.6m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE/TILED FLOOR LEVELS.

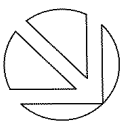
ALL AREAS SHOWN ARE APPROXIMATE AND FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015)

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

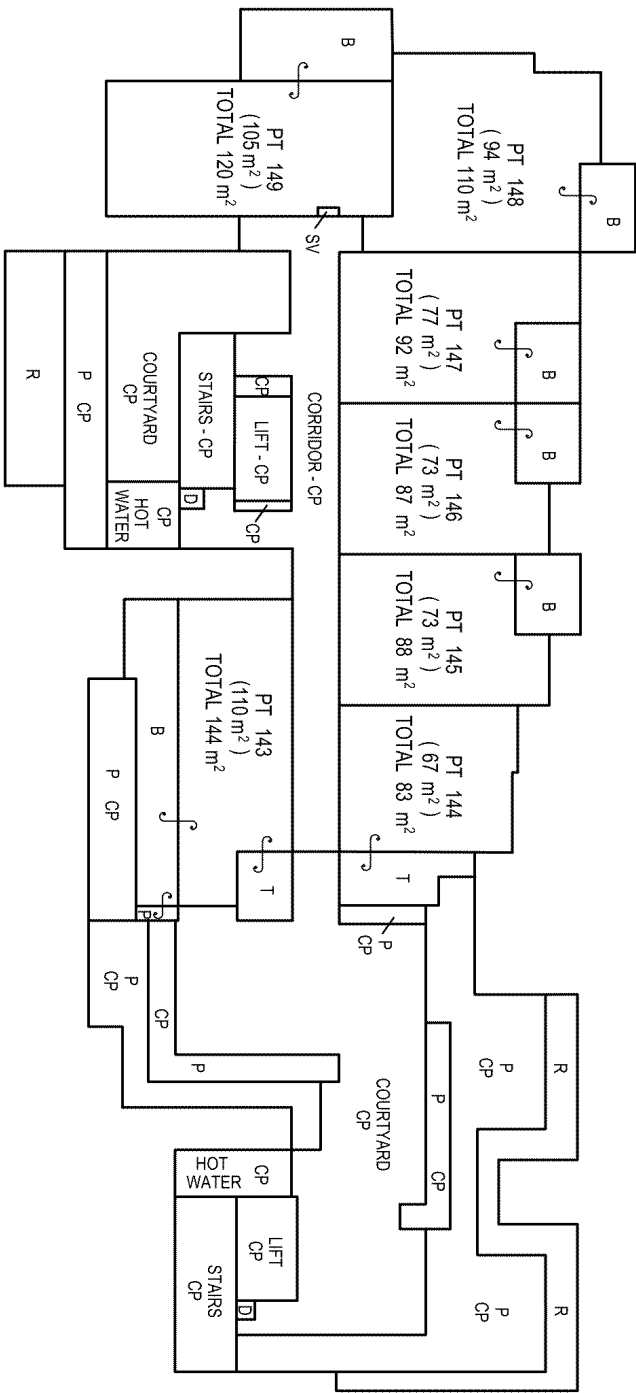
Surveyor: JASON ESTEPHAN  
 Surveyor Ref: 118349509-01  
 Subdivision No: -  
 Lengths are in metres. Reduction Ratio 1: 250

Registered:  
 28/10/2019

**SP94064**



**LEVEL 8**



- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT (COMMON PROPERTY)
- P DENOTES PLANTER BOX
- R DENOTES ROOF (COMMON PROPERTY)
- SV DENOTES SEWER VENT (COMMON PROPERTY)
- T DENOTES TERRACE

-TERRACES ARE LIMITED IN HEIGHT TO 2.5m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE/TILED FLOOR LEVELS UNLESS COVERED WITHIN THIS LIMIT.

-BALCONIES ARE LIMITED IN HEIGHT TO 2.5m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE/TILED FLOOR LEVELS UNLESS COVERED WITHIN THIS LIMIT.

-PLANTER BOXES ARE LIMITED IN HEIGHT TO 1.6m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE/TILED FLOOR LEVELS.


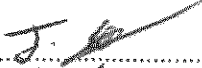
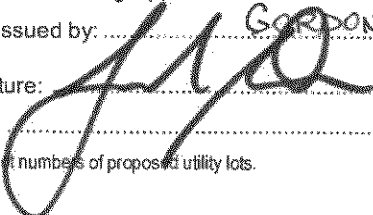
ALL AREAS SHOWN ARE APPROXIMATE AND FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015)

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

Surveyor: **JASON ESTEPHAN**  
 Surveyor Ref: 118349509-01  
 Subdivision No: -  
 Lengths are in metres. Reduction Ratio 1: 250

Registered:  
**28/10/2019**

**SP94064**

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 9 sheet(s)	
Office Use Only			Office Use Only		
Registered:  28/10/2019		<b>SP94064</b>			
PLAN OF SUBDIVISION OF LOT 200 IN DP 1253295			LGA: BAYSIDE Locality: ARNCLIFFE Parish: ST GEORGE County: CUMBERLAND		
This is a <b>*FREEHOLD/*LEASEHOLD</b> Strata Scheme					
Address for Service of Documents  5 BIDJIGAL ROAD, ARNCLIFFE NSW 2205			The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A*B Smoke penetration: Option *A*B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i> ) * The strata by-laws lodged with the plan.		
<p style="text-align: center;"><b>Surveyor's Certificate</b></p> <p>I JASON ESTEPHAN..... of CARDNO GEOSPATIAL..... being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p>*The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ .....</p> <p>Signature:  Date: 21/6/2019 Surveyor ID: 8433 Surveyor's Reference: 118349509-01</p> <p><small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small></p>			<p style="text-align: center;"><b>Strata Certificate (Accredited Certifier)</b></p> <p>I <u>GORDON WREN</u>.....being an Accredited Certifier, accreditation number <u>BPS 0447</u>, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i>.</p> <p><del>*(a) This plan is part of a development scheme.</del> *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with <del>Section 62 <i>Strata Schemes Development Act 2015</i></del>.</p> <p>Certificate Reference: <u>SC 3125</u> Relevant Planning Approval No.: <u>CDC 1216</u> issued by: <u>GORDON WREN</u> Signature:  Date: 24<sup>th</sup> JUNE 2019</p> <p><small>^ Insert lot numbers of proposed utility lots.</small></p>		
* Strike through if inapplicable					

<b>SP FORM 3.07</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 9 sheet(s)
Office Use Only	Office Use Only	
Registered:  28/10/2019	<b>SP94064</b>	

**VALUER'S CERTIFICATE**

I, Danny Sukkar, AAPI No. 68873 being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: Date 7 August 2019

**SCHEDULE OF UNIT ENTITLEMENT**

Lot No.	Unit Entitlement	Lot No.	Unit Entitlement	Lot No.	Unit Entitlement	Lot No.	Unit Entitlement
1	60	38	88	75	54	112	79
2	55	39	56	76	91	113	55
3	89	40	55	77	57	114	94
4	59	41	69	78	56	115	58
5	76	42	55	79	71	116	57
6	75	43	69	80	57	117	73
7	59	44	56	81	71	118	58
8	78	45	77	82	57	119	73
9	78	46	78	83	79	120	58
10	59	47	56	84	80	121	81
11	63	48	57	85	57	122	82
12	62	49	57	86	58	123	58
13	61	50	84	87	58	124	59
14	91	51	58	88	86	125	59
15	77	52	73	89	59	126	89
16	54	53	72	90	75	127	60
17	58	54	53	91	74	128	77
18	53	55	76	92	54	129	76
19	87	56	54	93	78	130	55
20	56	57	89	94	55	131	79
21	55	58	57	95	92	132	74
22	68	59	55	96	58	133	59
23	54	60	70	97	56	134	83
24	68	61	56	98	72	135	83
25	55	62	70	99	57	136	58
26	76	63	56	100	72	137	60
27	77	64	78	101	57	138	60
28	55	65	79	102	80	139	89
29	57	66	56	103	81	140	61
30	57	67	58	104	57	141	78
31	83	68	58	105	59	142	82
32	58	69	85	106	59	143	64
33	72	70	59	107	88	144	60
34	71	71	74	108	60	145	61
35	52	72	73	109	76	146	61
36	75	73	54	110	75	147	62
37	53	74	77	111	55	148	79
						149	82
<b>TOTAL</b>						<b>10,000</b>	

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 9 sheet(s)
-------------------------	---	-----------------------

Office Use Only	Office Use Only
Registered: <b>28/10/2019</b>	<b>SP94064</b>

This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot No	Sub Address	Address Number	Road Name	Road Type	Locality Name
1	G01	5	Bidjigal	Road	Arncliffe
2	G02	5	Bidjigal	Road	Arncliffe
3	G03	5	Bidjigal	Road	Arncliffe
4	G04	5	Bidjigal	Road	Arncliffe
5	G05	5	Bidjigal	Road	Arncliffe
6	G06	5	Bidjigal	Road	Arncliffe
7	G08	5	Bidjigal	Road	Arncliffe
8	G07	5	Bidjigal	Road	Arncliffe
9	G10	5	Bidjigal	Road	Arncliffe
10	G09	5	Bidjigal	Road	Arncliffe
11	G11	5	Bidjigal	Road	Arncliffe
12	G12	5	Bidjigal	Road	Arncliffe
13	G13	5	Bidjigal	Road	Arncliffe
14	G16	5	Bidjigal	Road	Arncliffe
15	G14	5	Bidjigal	Road	Arncliffe
16	G15	5	Bidjigal	Road	Arncliffe
17	101	5	Bidjigal	Road	Arncliffe
18	102	5	Bidjigal	Road	Arncliffe
19	103	5	Bidjigal	Road	Arncliffe
20	104	5	Bidjigal	Road	Arncliffe
21	110	5	Bidjigal	Road	Arncliffe
22	105	5	Bidjigal	Road	Arncliffe
23	109	5	Bidjigal	Road	Arncliffe
24	106	5	Bidjigal	Road	Arncliffe
25	108	5	Bidjigal	Road	Arncliffe
26	107	5	Bidjigal	Road	Arncliffe
27	112	5	Bidjigal	Road	Arncliffe
28	111	5	Bidjigal	Road	Arncliffe
29	113	5	Bidjigal	Road	Arncliffe
30	114	5	Bidjigal	Road	Arncliffe


SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 4 of 9 sheet(s)
Office Use Only		Office Use Only
Registered: <b>28/10/2019</b>	<h1 style="margin: 0;">SP94064</h1>	

This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot No	Sub Address	Address Number	Road Name	Road Type	Locality Name
31	119	5	Bidjigal	Road	Arncliffe
32	115	5	Bidjigal	Road	Arncliffe
33	116	5	Bidjigal	Road	Arncliffe
34	118	5	Bidjigal	Road	Arncliffe
35	117	5	Bidjigal	Road	Arncliffe
36	201	5	Bidjigal	Road	Arncliffe
37	202	5	Bidjigal	Road	Arncliffe
38	203	5	Bidjigal	Road	Arncliffe
39	204	5	Bidjigal	Road	Arncliffe
40	210	5	Bidjigal	Road	Arncliffe
41	205	5	Bidjigal	Road	Arncliffe
42	209	5	Bidjigal	Road	Arncliffe
43	206	5	Bidjigal	Road	Arncliffe
44	208	5	Bidjigal	Road	Arncliffe
45	207	5	Bidjigal	Road	Arncliffe
46	212	5	Bidjigal	Road	Arncliffe
47	211	5	Bidjigal	Road	Arncliffe
48	213	5	Bidjigal	Road	Arncliffe
49	214	5	Bidjigal	Road	Arncliffe
50	219	5	Bidjigal	Road	Arncliffe
51	215	5	Bidjigal	Road	Arncliffe
52	216	5	Bidjigal	Road	Arncliffe
53	218	5	Bidjigal	Road	Arncliffe
54	217	5	Bidjigal	Road	Arncliffe
55	301	5	Bidjigal	Road	Arncliffe
56	302	5	Bidjigal	Road	Arncliffe
57	303	5	Bidjigal	Road	Arncliffe
58	304	5	Bidjigal	Road	Arncliffe
59	310	5	Bidjigal	Road	Arncliffe
60	305	5	Bidjigal	Road	Arncliffe

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 5 of 9 sheet(s)
-------------------------	---	-----------------------


Office Use Only	Office Use Only
Registered:  <b>28/10/2019</b>	<b>SP94064</b>

This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot No	Sub Address	Address Number	Road Name	Road Type	Locality Name
61	309	5	Bidjigal	Road	Arncliffe
62	306	5	Bidjigal	Road	Arncliffe
63	308	5	Bidjigal	Road	Arncliffe
64	307	5	Bidjigal	Road	Arncliffe
65	312	5	Bidjigal	Road	Arncliffe
66	311	5	Bidjigal	Road	Arncliffe
67	313	5	Bidjigal	Road	Arncliffe
68	314	5	Bidjigal	Road	Arncliffe
69	319	5	Bidjigal	Road	Arncliffe
70	315	5	Bidjigal	Road	Arncliffe
71	316	5	Bidjigal	Road	Arncliffe
72	318	5	Bidjigal	Road	Arncliffe
73	317	5	Bidjigal	Road	Arncliffe
74	401	5	Bidjigal	Road	Arncliffe
75	402	5	Bidjigal	Road	Arncliffe
76	403	5	Bidjigal	Road	Arncliffe
77	404	5	Bidjigal	Road	Arncliffe
78	410	5	Bidjigal	Road	Arncliffe
79	405	5	Bidjigal	Road	Arncliffe
80	409	5	Bidjigal	Road	Arncliffe
81	406	5	Bidjigal	Road	Arncliffe
82	408	5	Bidjigal	Road	Arncliffe
83	407	5	Bidjigal	Road	Arncliffe
84	412	5	Bidjigal	Road	Arncliffe
85	411	5	Bidjigal	Road	Arncliffe
86	413	5	Bidjigal	Road	Arncliffe
87	414	5	Bidjigal	Road	Arncliffe
88	419	5	Bidjigal	Road	Arncliffe
89	415	5	Bidjigal	Road	Arncliffe
90	416	5	Bidjigal	Road	Arncliffe

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 6 of 9 sheet(s)
-------------------------	---	-----------------------


Office Use Only	Office Use Only
Registered:  <b>28/10/2019</b>	<b>SP94064</b>

This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot No	Sub Address	Address Number	Road Name	Road Type	Locality Name
91	418	5	Bidjigal	Road	Arncliffe
92	417	5	Bidjigal	Road	Arncliffe
93	501	5	Bidjigal	Road	Arncliffe
94	502	5	Bidjigal	Road	Arncliffe
95	503	5	Bidjigal	Road	Arncliffe
96	504	5	Bidjigal	Road	Arncliffe
97	510	5	Bidjigal	Road	Arncliffe
98	505	5	Bidjigal	Road	Arncliffe
99	509	5	Bidjigal	Road	Arncliffe
100	506	5	Bidjigal	Road	Arncliffe
101	508	5	Bidjigal	Road	Arncliffe
102	507	5	Bidjigal	Road	Arncliffe
103	512	5	Bidjigal	Road	Arncliffe
104	511	5	Bidjigal	Road	Arncliffe
105	513	5	Bidjigal	Road	Arncliffe
106	514	5	Bidjigal	Road	Arncliffe
107	519	5	Bidjigal	Road	Arncliffe
108	515	5	Bidjigal	Road	Arncliffe
109	516	5	Bidjigal	Road	Arncliffe
110	518	5	Bidjigal	Road	Arncliffe
111	517	5	Bidjigal	Road	Arncliffe
112	601	5	Bidjigal	Road	Arncliffe
113	602	5	Bidjigal	Road	Arncliffe
114	603	5	Bidjigal	Road	Arncliffe
115	604	5	Bidjigal	Road	Arncliffe
116	610	5	Bidjigal	Road	Arncliffe
117	605	5	Bidjigal	Road	Arncliffe
118	609	5	Bidjigal	Road	Arncliffe
119	606	5	Bidjigal	Road	Arncliffe
120	608	5	Bidjigal	Road	Arncliffe








SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 7 of 9 sheet(s)
-------------------------	---	-----------------------

Office Use Only	Office Use Only
Registered:  <b>28/10/2019</b>	<b>SP94064</b>


This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot No	Sub Address	Address Number	Road Name	Road Type	Locality Name
121	607	5	Bidjigal	Road	Arncliffe
122	612	5	Bidjigal	Road	Arncliffe
123	611	5	Bidjigal	Road	Arncliffe
124	613	5	Bidjigal	Road	Arncliffe
125	614	5	Bidjigal	Road	Arncliffe
126	619	5	Bidjigal	Road	Arncliffe
127	615	5	Bidjigal	Road	Arncliffe
128	616	5	Bidjigal	Road	Arncliffe
129	618	5	Bidjigal	Road	Arncliffe
130	617	5	Bidjigal	Road	Arncliffe
131	701	5	Bidjigal	Road	Arncliffe
132	702	5	Bidjigal	Road	Arncliffe
133	704	5	Bidjigal	Road	Arncliffe
134	703	5	Bidjigal	Road	Arncliffe
135	706	5	Bidjigal	Road	Arncliffe
136	705	5	Bidjigal	Road	Arncliffe
137	707	5	Bidjigal	Road	Arncliffe
138	708	5	Bidjigal	Road	Arncliffe
139	712	5	Bidjigal	Road	Arncliffe
140	709	5	Bidjigal	Road	Arncliffe
141	710	5	Bidjigal	Road	Arncliffe
142	711	5	Bidjigal	Road	Arncliffe
143	801	5	Bidjigal	Road	Arncliffe
144	802	5	Bidjigal	Road	Arncliffe
145	803	5	Bidjigal	Road	Arncliffe
146	804	5	Bidjigal	Road	Arncliffe
147	805	5	Bidjigal	Road	Arncliffe
148	806	5	Bidjigal	Road	Arncliffe
149	807	5	Bidjigal	Road	Arncliffe
CP		5	Bidjigal	Road	Arncliffe

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 8 of 9 sheet(s)				
Office Use Only Registered:  28/10/2019		Office Use Only <b>SP94064</b>				
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>• A schedule of street addresses</li><li>• Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li></ul>						
<p>EXECUTED by MARTIN LAND PTY LTD      ABN - 72 501 651 049      ACN - 617 410 054 In accordance with section 127 of the Corporations Act 2001 (Commonwealth)</p> <table border="0" data-bbox="86 784 1473 1232"><tr><td data-bbox="86 784 778 1008"> SIGNATURE OF DIRECTOR</td><td data-bbox="778 784 1473 1008"> SIGNATURE OF DIRECTOR/SECRETARY</td></tr><tr><td data-bbox="86 1008 778 1232">YUANTAO WANG NAME OF DIRECTOR</td><td data-bbox="778 1008 1473 1232">CHENG LU NAME OF DIRECTOR/SECRETARY</td></tr></table>			 SIGNATURE OF DIRECTOR	 SIGNATURE OF DIRECTOR/SECRETARY	YUANTAO WANG NAME OF DIRECTOR	CHENG LU NAME OF DIRECTOR/SECRETARY
 SIGNATURE OF DIRECTOR	 SIGNATURE OF DIRECTOR/SECRETARY					
YUANTAO WANG NAME OF DIRECTOR	CHENG LU NAME OF DIRECTOR/SECRETARY					
Surveyor's Reference: 118349509-01						

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 9 of 9 sheet(s)
-------------------------	---	-----------------------


Office Use Only	Office Use Only
Registered:  28/10/2019	<b>SP94064</b>

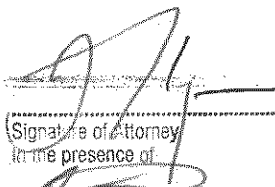
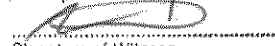
This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

**EXECUTED by AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED**

Executed for and on behalf of  
Australia and New Zealand Banking Group Limited  
ABN 11 005 357 522  
under Power of Attorney dated 18th November 2002  
and registered in New South Wales  
Book: 4376 Folio: 410 by

  
who certifies that he/she is a  
Senior Manager/Manager  
and that he/she has not received  
notice of revocation of that Power.

  
Signature of Attorney  
In the presence of  
  
Signature of Witness  
Amanda Lau  
Print name of Witness  
242 Pitt Street  
Sydney NSW 2000  
Address of Witness



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

**DP1015248**

Plan of Right of Carriageway within Lot 1 in DP 881297 and Lot B in DP 160004, Easement for Drainage of Overland Flow within Lot 1 in DP 881297 and Easement to Drain Water within Lot 1 in DP 881297.

Full Name and address of Proprietor of the land:

Amplex Pty Limited  
  
13 -15 Wollongong Road,  
Arncliffe NSW 2205

Full Name and address of Proprietor of the land:

Bosnjak Holdings Pty Limited  
  
11 Wollongong Road,  
Arncliffe NSW 2205

**PART 1**

1) Identity of Easement Firstly referred to in the above mentioned plan

Right of Carriageway 3.9 wide and variable width

**Schedule of Lots etc Affected**

Lot Burdened  
Lot 1 in DP 881297

Lot Benefited  
Lot B in DP 160004

2) Identity of Easement Secondly referred to in the above mentioned plan.

Right of Carriageway 3.9 wide and variable width

**Schedule of Lots etc Affected**

Lot Burdened  
Lot B in DP 160004

Lot Benefited  
Lot 1 in DP 881297



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

Sheet 2 of 5

**DP1015248**

Plan of Right of Carriageway within Lot 1 in DP 881297  
and Lot B in DP 160004, Easement for Drainage of  
Overland Flow within Lot 1 in DP 881297 and Easement  
to Drain Water within Lot 1 in DP 881297.

3) Identity of Easement Thirdly  
referred to in the above  
mentioned plan.

Easement for Drainage of Overland Flow variable width

**Schedule of Lots etc Affected**

Lot Burdened  
Lot 1 in DP 881297

Authority Benefited  
Rockdale City Council

4) Identity of Easement Fourthly  
referred to in the above  
mentioned plan.

Easement to Drain Water 4 wide

**Schedule of Lots etc Affected**

Lot Burdened  
Lot 1 in DP 881297

Authority Benefited  
Rockdale City Council

5) Identity of Restriction Fifthly  
referred to in the above  
mentioned plan.

Restriction on the Use of Land

**Schedule of Lots etc Affected**

Lot Burdened  
Lot 1 DP 881297

Authority Benefited  
Rockdale City Council

6) Identity of Covenant Sixthly  
referred to in the above  
mentioned plan.

Positive Covenant

**Schedule of Lots etc Affected**

Lot Burdened  
Lot 1 in DP 881297

Authority Benefited  
Rockdale City Council



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

Sheet 3 of 5

**DP1015248**

Plan of Right of Carriageway within Lot 1 in DP 881297 and Lot B in DP 160004, Easement for Drainage of Overland Flow within Lot 1 in DP 881297 and Easement to Drain Water within Lot 1 in DP 881297.

**PART 1A**

- |   |  |
|---|--|
| 1) Identity of Easement to be released and Firstly referred to in the plan. | Right of Carriageway 4.945 wide and variable width (DP 640571) |
|---|--|

**Schedule of Lots etc Affected**

Lot Burdened Lot 1 in DP 881297	Lot Benefited Lot B in DP 160004
------------------------------------	-------------------------------------

- |  |   |
|--|---|
| 2) Identity of Easement to be released and Secondly referred to in the plan. | Right of Carriageway 3.87 wide and variable width (DP 640571) |
|--|---|

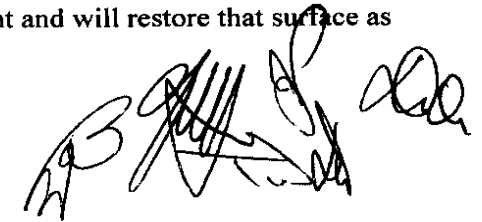
**Schedule of Lots etc Affected**

Lot Burdened Lot B in DP 160004	Lot Benefited Lot 1 in DP 881297
------------------------------------	-------------------------------------

**PART 2**

**Terms of Easement for Overland Flow of Water Thirdly referred to in the abovementioned plan**

Full and free right for every person who is at any time entitled to an estate of interest in possession in the land Herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him 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 Easement for Overland Flow purposes within the servient tenement together with the right to maintain and repair, as reasonably necessary to ensure the proper functioning of the Overland Flow Path from time to time and together with the right of the grantee and every other person authorised by him, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, maintaining, or renewing such Overland Flow Path or any part thereof and for any of the aforesaid purposes to such extent as may be necessary PROVIDED THAT the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement or the use of occupation of any person or persons entitled to an estate of interest in the servient tenement and will restore that surface as



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

**PART 2 (cont)**

Sheet 4 of 5

**DP1015248**

Plan of Right of Carriageway within Lot 1 in DP 881297  
and Lot B in DP 160004, Easement for Overland Flow of  
Water within Lot 1 in DP 881297 and Easement for  
Drainage of Water within Lot 1 in DP 881297.

nearly as practicable to its original condition AND PROVIDED FURTHER THAT the person or persons entitled from time to time to an estate or interest in the servient tenement shall be entitled to construct and maintain pavements, associated structures, turfing and landscaping reasonably necessary for the purpose of using the surface of such Easement for Overland Flow PROVIDED FURTHER THAT such use of the construction of such pavements, associated structures, turfing and landscaping shall not from time to time unreasonably restrict the use, operation maintenance or repair of such Easement for Overland Flow AND PROVIDED FURTHER THAT nothing herein set out shall prevent the use and enjoyment by the person or persons entitled from time to time to an estate or interest in either tenement to the rights and benefits conferred by and arising from the Easement for Overland Flow.

**Terms of Restrictions on the Use of Land Fifthly referred to in the abovementioned plan**

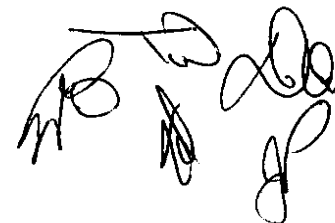
No buildings, structures, walls or foundations to be erected or allowed to remain within the area marked as Easement to Drain Water 4.0 wide without the expressed written consent of Rockdale Council.

**Terms of Positive Covenant sixthly referred to in the abovementioned plan**

The registered proprietor covenants as follows with the Council in respect to the structure erected on the land described as "on site stormwater detention system" (which expression includes all ancillary gutters, pipes, pumps, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detail stormwater) shown on plans approved by the Council (hereinafter called 'the system').

1. The Registered Proprietor will:

- (a) Permit stormwater to be temporarily detained by the system;
- (b) Keep the system clean and free of silt, rubbish and debris;
- (c) Maintain, renew and repair the whole or parts of the system so that it functions in a safe and efficient manner, and in doing so complete the same within the time and in the manner specified in written notice issued by the Council;
- (d) Carry out the matters referred to in paragraphs (b) and (c) at the proprietor's expense;
- (e) Not make any alterations to the system or elements thereof without prior consent in writing of the Council;
- (f) Permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause;
- (g) Comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.



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

**PART 2 (cont)**

Sheet 5 of 5

**DP1015248**

Plan of Right of Carriageway within Lot 1 in DP 881297  
and Lot B in DP 160004, Easement for Overland Flow of  
Water within Lot 1 in DP 881297 and Easement for  
Drainage of Water within Lot 1 in DP 881297.

2. In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in Clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the system and recover from the registered proprietor the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

The Common Seal of Bosnjak Holdings Pty Ltd  
ACN 000 341 435 was hereunto duly  
affixed by Order of the Board of Directors  
in the presence of

*[Signature]*  
.....  
Director

*[Signature]*  
.....  
Director Secretary



*[Signature]*  
.....  
SECRETARY

*[Signature]*  
.....  
Director

MARLH 99 17 TH 1468612  
Fiona  
549 3874  
*[Signature]*  
.....  
C. J. BOSTRUP

PERMANENT TRUSTEE AUSTRALIA LIMITED A.C.N. 008 412 913  
by its Attorneys who state that they have no notice  
of revocation of the Power of Attorney dated 2nd June 1993,  
whereby they executed as a Trustee of Instrument.  
Power of Attorney No. BOOK 4022 NO 346  
Group A Attorney  
Signature *[Signature]* Group B Attorney  
*[Signature]*

TRACY WILLIAMS JENNIE BEAVERS

*[Signature]*  
JUDITH LEA POBAR  
edec 71792

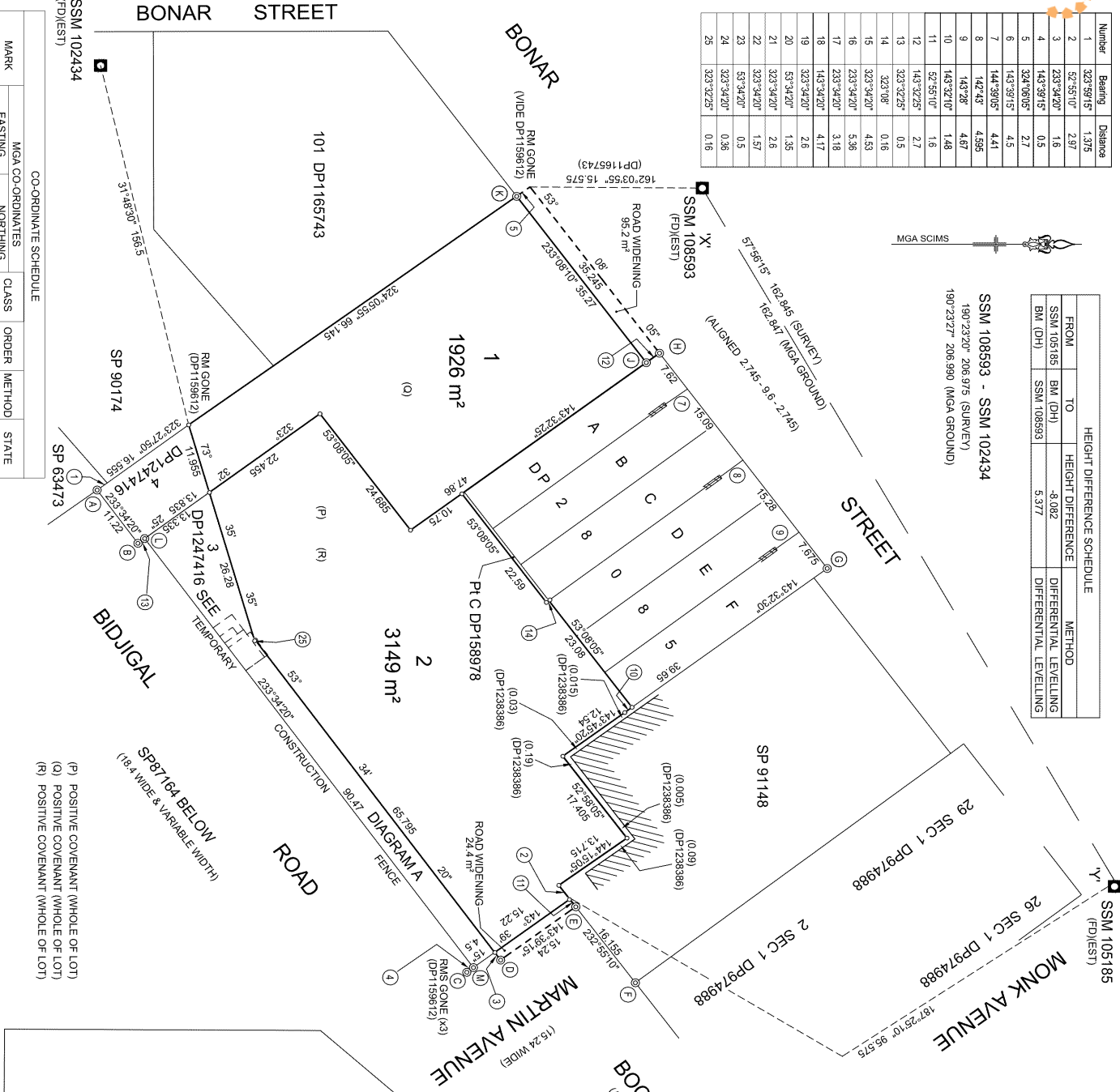
REGISTERED 24.7.2000



Number	Bearing	Distance
1	323°59'15"	1.375
2	52°55'10"	2.97
3	233°34'20"	1.6
4	143°39'15"	0.5
5	324°06'05"	2.7
6	143°39'15"	4.5
7	144°39'05"	4.41
8	142°42'	4.595
9	143°28'	4.67
10	143°32'10"	1.48
11	52°55'10"	1.8
12	143°32'25"	2.7
13	323°32'25"	0.5
14	323°08'	0.16
15	323°34'20"	4.53
16	233°34'20"	5.36
17	233°34'20"	3.18
18	143°34'20"	4.17
19	323°34'20"	2.6
20	53°34'20"	1.35
21	323°34'20"	2.6
22	323°34'20"	1.57
23	53°34'20"	0.5
24	323°34'20"	0.38
25	323°32'25"	0.16

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SMM 102434	BM (OH)	-8.002	DIFFERENTIAL LEVELLING
SMM 105185	BM (OH)	5.577	
SMM 108593	BM (DH)	5.377	DIFFERENTIAL LEVELLING

SMM 108593 - SSM 102434  
 190°23'20" 206.975 (SURVEY)  
 190°23'27" 206.990 (MGA GROUND)

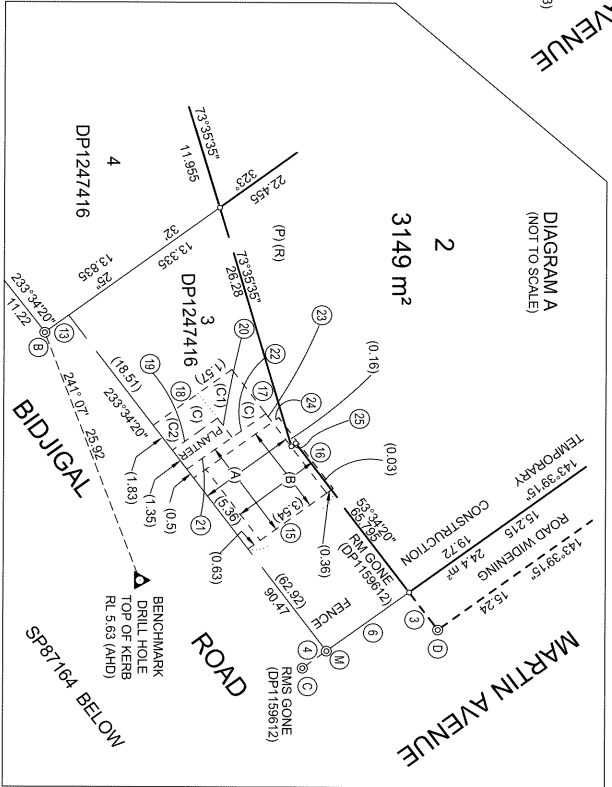


HEIGHT SCHEDULE			
MARK	AHD VALUE	CLASS	ORDER
SMM 102434	9.135	LB	L2
SMM 105185	13.712	LB	L2
SMM 108593	11.007	LB	L2
BENCHMARK	5.630	N/A	N/A

DATE OF SCIMS AHD VALUES: 29-06-2018 HEIGHT DATUM: AHD71

SCHEDULE OF REFERENCE MARKS			
Number	Bearing	Distance	Description
A	343°33'	1.325	RM NW COR VERTICAL STEEL BEAM PD (DP1159612)
B	190°32'	17.37	RM DR&W IN CONC PLILAR PD (DP1159612)
C	316°23'	2.89	RM DR&W PD (DP1247416)
D	323°29'	3.86	RM DR&W PD (DP1247416)
E	289°32'	3.52	RM DR&W PD (DP1247416)
F	323°47'	2.505	RM DR&W PD (DP1247416)
G	238°19'	15.31	RM DR&W PD (DP1159612)
H	316°28'	16.16	RM DR&W PD (DP1238386)
I	297°11'	3.965	RM DR&W PD (DP1201440)
J	143°37'	0.915	RM DR&W PD (DP155385)
K	178°32'	1.125	RM DR&W PD (DP28085)
L	131°13'	5.69	RM DR&W PLACED
M	143°39'	5.52	RM DR&W PLACED
N	333°31'	15.665	RM DR&W PLACED
O	329°12'40"	13.105	RM DR&W PLACED

(A) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.86 WIDE LIMITED IN STRATUM BEING LIMITED IN HEIGHT TO RL 13.1 AND LIMITED IN DEPTH TO RL 3.75  
 (B) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.36 WIDE LIMITED IN STRATUM BEING LIMITED IN HEIGHT TO RL 0.91 & UNLIMITED IN DEPTH  
 (C) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM BEING LIMITED IN HEIGHT TO RL 10 AND DEPTH TO RL 6.94  
 (C1) LIMITED IN HEIGHT TO RL 10 AND DEPTH TO RL 6.94  
 (C2) LIMITED IN HEIGHT TO RL 10 AND DEPTH TO RL 5.56  
 (ALL HEIGHTS ARE ON AHD)



CO-ORDINATE SCHEDULE					
MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
SMM 102434	6 243 632.486	B	2	2	SCIMS FOUND
SMM 105185	6 243 922.516	B	2	2	SCIMS FOUND
SMM 108593	6 243 836.073	B	2	2	SCIMS FOUND

DATE OF SCIMS CO-ORDINATES: 29-06-2018 MGA ZONE: 56 MGA DATUM: GDA94  
 COMBINED SEA LEVEL & SCALE FACTOR=0.999957


Surveyor: JASON ESTEPHAN  
 Date of Survey: 29/6/2018  
 Surveyor's Ref: 118349508.00

PLAN OF SUBDIVISION OF LOTS 1 & 2 IN DP233666 AND LOT 21 IN DP1238386 AND EASEMENTS OVER LOT 3 IN DP1247416




LGA: BAYSIDE  
 Locality: ARNDLIFFE  
 Subdivision No: SC 2018153  
 Lengths are in metres. Reduction Ratio 1: 500

Registered:  
 28.2019

DP1223657


PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Registered:  2.8.2019 Title System TORRENS	Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1223657</div>	
PLAN OF SUBDIVISION OF LOTS 1 & 2 IN DP233666 AND LOT 21 IN DP1238386 AND EASEMENTS OVER LOT 2 IN DP233666, LOT 24 IN DP1238386 AND LOT 3 IN DP1247416	LGA : BAYSIDE Locality : ARNCLIFFE Parish : ST.GEORGE County : CUMBERLAND	
<div style="text-align: center;">Survey Certificate</div> I, <u>JASON ESTEPHAN</u> of <u>CARDNO NSW/ACT PTY LTD</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on—29/06/2018....., or *b) <del>The part of the land shown in the plan (being .....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, 30<sup>TH</sup> OCTOBER 2017 the part not surveyed was compiled in accordance with that Regulation, or</del> *c) <del>The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del> Datum Line: 'X' - 'Y' ..... Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature: <u>J. Estephan</u> Dated: 1/05/2019 Surveyor Identification No: 8433..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<div style="text-align: center;"><del>Crown Lands NSW/Western Lands Office Approval</del></div> I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.  Signature: ..... Date: ..... File Number: ..... Office: .....	
Plans used in the preparation of survey/compilation. DP233666 DP1238386 DP1247416	<div style="text-align: center;">Subdivision Certificate</div> I, <u>Luis Melim</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>L. Melim</u> Accreditation number: ..... Consent Authority: <u>BAYSIDE COUNCIL</u> Date of endorsement: <u>14-06-2019</u> Subdivision Certificate number: <u>SC 2018/53</u> File number: <u>PA 2015/421</u>  *Strike through if inapplicable.	
Surveyor's Reference: 118349508_00	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.  It is intended to Dedicate the Road Widening to the public as Public Road  Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

J.E

<b>PLAN FORM 6A (2017)</b>		<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 2 of 4 sheet(s)															
<b>Registered:</b>	 2.8.2019	Office Use Only		Office Use Only															
PLAN OF SUBDIVISION OF LOTS 1 & 2 IN DP233666 AND LOT 21 IN DP1238386 AND EASEMENTS OVER <del>LOT 2 IN DP233666, LOT 24</del> IN DP1238386 AND LOT 3 IN DP1247416		<b>DP1223657</b>																	
Subdivision Certificate number: ..... <u>50</u> ..... <u>2018/53</u> ..... Date of Endorsement: ..... <u>14-06-2017</u> .....		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>• Signatures and seals- see 195D Conveyancing Act 1919</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>																	
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE: <ol style="list-style-type: none"> <li>1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.86 WIDE (LIMITED IN HEIGHT) (A)</li> <li>2. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.36 WIDE (LIMITED IN HEIGHT) (B)</li> <li>3. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN HEIGHT) (C)</li> <li>4. POSITIVE COVENANT (WHOLE OF LOT) (P)</li> <li>5. POSITIVE COVENANT (WHOLE OF LOT) (Q)</li> <li>6. POSITIVE COVENANT (WHOLE OF LOT) (R)</li> </ol>																			
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO RELEASE: <ol style="list-style-type: none"> <li>1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH CREATED BY DP233666</li> </ol>																			
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Lot</th> <th style="width: 15%;">Street number</th> <th style="width: 25%;">Street name</th> <th style="width: 15%;">Street type</th> <th style="width: 35%;">Locality</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td></td> <td style="text-align: center;">BONAR</td> <td style="text-align: center;">STREET</td> <td style="text-align: center;">ARNCLIFFE</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">5</td> <td style="text-align: center;">BIDJIGAL</td> <td style="text-align: center;">ROAD</td> <td style="text-align: center;">ARNCLIFFE</td> </tr> </tbody> </table>					Lot	Street number	Street name	Street type	Locality	1		BONAR	STREET	ARNCLIFFE	2	5	BIDJIGAL	ROAD	ARNCLIFFE
Lot	Street number	Street name	Street type	Locality															
1		BONAR	STREET	ARNCLIFFE															
2	5	BIDJIGAL	ROAD	ARNCLIFFE															
EXECUTED by MARTIN LAND PTY LTD      ABN - 72 501 651 049      ACN - 617 410 054 In accordance with section 127 of the Corporations Act 2001 (Commonwealth)																			
 SIGNATURE OF DIRECTOR		 SIGNATURE OF DIRECTOR/SECRETARY																	
<u>YUANTAO WANG</u> NAME OF DIRECTOR		<u>CHENG LU</u> NAME OF DIRECTOR/SECRETARY																	
If space is insufficient use additional annexure sheet																			
Surveyor's Reference: 118349508_00																			

J.E



**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)

<p><b>Registered:</b>  2.8.2019 <span style="float:right">Office Use Only</span></p> <p><b>PLAN OF SUBDIVISION OF LOTS 1 &amp; 2 IN DP233666 AND LOT 21 IN DP1238386 AND EASEMENTS OVER <del>LOT 2 IN DP233666, LOT 21 IN DP1238386</del> AND LOT 3 IN DP1247416</b></p> <p>Subdivision Certificate number: <u>SC 2018/53</u></p> <p>Date of Endorsement: <u>14-06-2019</u></p>	<p><b>Office Use Only</b></p> <h1 style="font-size: 2em;">DP1223657</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>• Signatures and seals- see 195D Conveyancing Act 1919</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
--	--

**EXECUTED by AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED**

Executed for and on behalf of  
 Australia and New Zealand Banking Group Limited  
 ABN 11 005 357 522  
 under Power of Attorney dated 18th November 2002  
 and registered in New South Wales  
 Book: 4376 Folio: 410 by

JASON FINLAYSON  
 who certifies that he/she is a  
 Regional Manager/Manager  
 and that he/she has not received  
 notice of revocation of that Power.


  
 Signature of Attorney  
 in the presence of  
  
 Signature of Witness **ANDREW LYALL**

Print name of Witness  
 2 Pitt Street  
 Sydney NSW 2000  
 Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 118349508\_00

**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 4 sheet(s)

Registered:  2.8.2019 Office Use Only

Office Use Only

**DP1223657**

J.E.  
 PLAN OF SUBDIVISION OF LOTS 1 & 2 IN DP233666 AND LOT 21 IN DP1238388 AND EASEMENTS OVER ~~LOT 2 IN DP233666, LOT 24 IN DP1238388 AND~~ LOT 3 IN DP1247416

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
  - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
  - Signatures and seals- see 195D Conveyancing Act 1919
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC 2018/53  
 Date of Endorsement: 14-06-2019

**EXECUTED by BAYSIDE COUNCIL (AS LAND OWNER)**

BAYSIDE COUNCIL BY ITS AUTHORISED DELEGATE  
 PURSUANT TO SECTION 377 LOCAL GOVERNMENT ACT 1993

Meredith Wallace  
 SIGNATURE

[Signature]  
 SIGNATURE OF WITNESS

MEREDITH WALLACE  
 NAME

Heather Johnson  
 NAME OF WITNESS

GENERAL MANAGER  
 POSITION

446-446 Princes Hwy, Rockdale.  
 ADDRESS OF WITNESS

**EXECUTED by BAYSIDE COUNCIL**

Bayside council by its authorised delegate  
 Pursuant to Section 377  
 Local Government Act 1993

I certify that I am an eligible witness and that  
 the delegate signed in my presence.

Signature: [Signature]  
 Name of Delegate: Luis Melim  
 Position: Manager - Development Services

Signature of Witness: [Signature]  
 Name of Witness: PETER WARD  
 Address of Witness: 444 PRINCES HIGHWAY ROCKDALE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 118349508\_00

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS Á 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**

Plan **DP1223657**

Sheet 1 of 9 Sheets ePlan

PLAN OF SUBDIVISION OF LOTS 1 &  
 2 IN DP233666 AND LOT 21 IN  
 DP1238386 AND EASEMENTS OVER  
~~LOT 2 IN DP233666, LOT 21 IN DP~~  
~~1238386 AND LOT 3 IN DP1247416~~

*J.E*

Full name and address of  
 owner of the land:

MARTIN LAND PTY LTD  
 5/171-173 KINGSGROVE RD,  
 KINGSGROVE NSW 2208

BAYSIDE COUNCIL  
 444-446 PRINCES HIGHWAY  
 ROCKDALE NSW 2216

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit á 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 Electricity and other purposes 5.86 wide (A) "Limited in Stratum"	3/1247416	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
2	Easement for Electricity and other purposes 5.36 wide (B) "Limited in Stratum"	2 <del>2/233666</del> <del>21/1238386</del> 3/1247416	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
3	Right of Carriageway Variable width (C) "Limited in Stratum"	3/1247416	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
4	Positive Covenant (P) (Whole of Lot)	2	Bayside Council
5	Positive Covenant (Q) (Whole of Lot)	1	Bayside Council
6	Positive Covenant (R) (Whole of Lot)	2	Bayside Council

*J.E*

ePlan

Plan **DP1223657**

Sheet 2 of 9 Sheets

PLAN OF SUBDIVISION OF LOTS 1 &  
2 IN DP233666 AND LOT 21 IN  
DP1238386 AND EASEMENTS OVER  
~~LOT 2 IN DP233666, LOT 21 IN DP-~~  
~~4238386 AND LOT 3 IN DP1247416~~

J.E

**PART 1A (RELEASE)**

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	Right of carriageway Variable width Created by DP233666	1/233666 2/233666	2/233666 1/233666

**PART 2 (Terms)**

**1. Terms of Easement for Electricity and other purposes (A) (Limited in Height) numbered 1 in the Plan.**

An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of authority empowered to release, vary, or modify the easements numbered 1 in the plan

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

**2. Terms of Easement for Electricity and other purposes (B) (Limited in Height) numbered 2 in the Plan.**

An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of authority empowered to release, vary, or modify the easements numbered 2 in the plan

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

**3. Terms of Right of Carriageway (C) (Limited in Height) numbered 3 in the Plan.**

A Right of Carriageway is created within the meaning of schedule 4A Part 1 of the Conveyancing Act 1919.

Name of authority empowered to release, vary, or modify the right of carriageway numbered 3 in the plan

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

ePlan

Plan **DP1223657**

Sheet 3 of 9 Sheets

PLAN OF SUBDIVISION OF LOTS 1 &  
2 IN DP233666 AND LOT 21 IN  
DP1238386 AND EASEMENTS OVER  
~~LOT 2 IN DP233666, LOT 21 IN DP-~~  
~~1238386 AND LOT 3 IN DP1247416~~

J.E

#### 4. Terms of positive covenant (P) numbered 4 in the Plan.

The registered proprietor covenants as follows with the Council in respect to the structure erected on the land described as "onsite stormwater pump system" (which expression includes all ancillary gutters, pipes, drains, pumps, walls, kerbs, pits, grates, tanks, rainwater tanks, chambers, basins and surfaces designed to collect and temporarily detain stormwater) shown on plans approved by the Council (hereinafter called 'the system').

- I. The Registered Proprietor will
  - a) permit stormwater to be temporarily detained by the system;
  - b) keep the system clean and free of silt, rubbish and debris;
  - c) arrange for regular inspections and maintenance of the pump system, at not more than 6 monthly intervals, by a recognised pump maintenance specialist to ensure the pump(s), associated alarms and system generally is working effectively. The pump maintenance specialist is to prepare a written report detailing whether the pump system is working effectively and if not what actions need to be undertaken to ensure it is working effectively;
  - d) undertake the rectification works as specified by the pump maintenance specialist's report as soon as practical, but within 14 days of the report being prepared. Obtain a follow-up report to detail that the pump system is now working effectively;
  - e) maintain written records of all reports and make available to Council such records where requested including details of any rectification works;
  - f) maintain, renew and repair the whole or parts of the system so that it functions in a safe and efficient manner;
  - g) carry out the matters referred to in paragraphs (b), (c), (d), (e) and (f) at the proprietor's expense;
  - h) not make any alterations to the system or elements thereof without prior consent in writing of the Council;
  - i) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land and review the records for compliance with the requirements of this clause;
  - j) comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.
  
- 2 In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in Clause I the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the system and recover from the registered proprietor the cost of liaison with the proprietor and the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

ePlan

Plan **DP1223657**

Sheet 4 of 9 Sheets

PLAN OF SUBDIVISION OF LOTS 1 &  
2 IN DP233866 AND LOT 21 IN  
DP1238386 AND EASEMENTS OVER  
~~LOT 2 IN DP233866, LOT 21 IN DP~~  
~~1238386 AND LOT 3 IN DP1247416~~

J.E

Name of Authority Empowered to Release, Vary or Modify Covenant is Bayside

Council

### 5. Terms of positive covenant (Q) numbered 5 in the Plan.

The registered proprietor covenants as follows with the Council in respect to the "overland flow path and flow through fencing" (which expression includes all fences, openings, steps, lawns, gardens, paving and Council approved structures along the overland flow route) shown on plans approved by the Council (hereinafter called 'the system'). Flow through fencing includes fences and gates that have pool fencing and/or louvres from the base (ground) up to 200mm minimum above the 1% AEP flow level.

#### 1. The Registered Proprietor will

- a) permit stormwater to be temporarily conveyed across the land and through the system;
- b) keep the system clean and free of silt, rubbish and debris;
- c) maintain, renew and repair the whole or parts of the system so that it functions in a safe and efficient manner;
- d) not place or store items within the system, temporary or otherwise, that would block or partly block the system;
- e) not erect, or construct a fence or gate (that is not flow through fencing), raised planter garden or any other structure within the flowpath that would block or restrict the system;
- f) carry out the matters referred to in paragraphs (b), (c), (d) and (e) at the proprietor's expense;
- g) not make any alterations to the system or elements thereof without prior consent in writing of the Council;
- h) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land and review the records for compliance with the requirements of this clause;
- i) comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.

2. In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in Clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the system and recover from the registered proprietor the cost of liaison with the proprietor and the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

ePlan

Plan **DP1223657**

Sheet 5 of 9 Sheets

PLAN OF SUBDIVISION OF LOTS 1 &  
2 IN DP233666 AND LOT 21 IN  
DP1238386 AND EASEMENTS OVER  
~~LOT 2 IN DP233666, LOT 21 IN DP-~~  
~~1238386 AND LOT 3 IN DP1247416~~

J.E

Name of Authority Empowered to Release, Vary or Modify Covenant is Bayside

Council

### 6. Terms of positive covenant (R) numbered 6 in the Plan.

The registered proprietor covenants as follows with the Council in respect to the structure erected on the land described as "on site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, pumps, walls, kerbs, pits, grates, tanks, rainwater tanks, chambers, basins and surfaces designed to temporarily detain stormwater) shown on plans approved by the Council (hereinafter called 'the system').

#### 1. The Registered Proprietor will

- a) permit stormwater to be temporarily detained by the system;
- b) keep the system clean and free of silt, rubbish and debris;
- c) maintain, renew and repair the whole or parts of the system so that it functions in a safe and efficient manner;
- d) carry out the matters referred to in paragraphs (b) and (c) at the proprietor's expense;
- e) not make any alterations to the system or elements thereof without prior consent in writing of the Council;
- f) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause;
- g) comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.

2 In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in Clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the system and recover from the registered proprietor the cost of liaison with the proprietor and the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

Name of Authority Empowered to Release, Vary or Modify Covenant is Bayside

Council

ePlan

Plan **DP1223657**

Sheet 6 of 9 Sheets

PLAN OF SUBDIVISION OF LOTS 1 &  
2 IN DP233666 AND LOT 21 IN  
DP1238386 AND EASEMENTS OVER  
~~LOT 2 IN DP233666, LOT 21 IN DP~~  
~~1238386 AND LOT 3 IN DP1247416~~

J.E

EXECUTED by MARTIN LAND PTY LTD ABN - 72 501 651 049 ACN - 617 410 054  
In accordance with section 127 of the Corporations Act 2001 (Commonwealth)

  
SIGNATURE OF DIRECTOR

  
SIGNATURE OF DIRECTOR/SECRETARY

YUANTAO WANG  
NAME OF DIRECTOR

CHENG LU  
NAME OF DIRECTOR/SECRETARY

ePlan

Sheet 7 of 9 Sheets

Plan **DP1223657**

PLAN OF SUBDIVISION OF LOTS 1 &  
2 IN DP233666 AND LOT 21 IN  
DP1238386 AND EASEMENTS OVER  
~~LOT 2 IN DP233666, LOT 21 IN DP-~~  
~~1238386 AND LOT 3 IN DP1247416~~

J.E

Certified correct for the purposes of the Real Property Act 1900 by the  
Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who  
signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for

ERIC Alpha Asset Corporation 1 Pty Ltd  
ACN 612 974 044

ERIC Alpha Asset Corporation 2 Pty Ltd  
ACN 612 975 023

ERIC Alpha Asset Corporation 3 Pty Ltd  
ACN 612 975 032

ERIC Alpha Asset Corporation 4 Pty Ltd  
ACN 612 975 078

Blue Asset Partner Pty Ltd ACN 615 217  
493

*on behalf of Alpha Distribution  
Ministerial Holding Corporation  
pursuant to s. 36 of the Electricity  
Network Assets (Authorised  
Transactions) Act 2015*

by its attorneys under power of attorney  
registered book 4734 no. 366

at

sign here ▶

Attorney

sign here ▶

Attorney

print name

**NIGEL PETER JOHN LOWRY**

print name

**TREVOR MARK ARMSTRONG**

I certify that I am an eligible witness and  
that the Transferee's/Lessee's/Prescribed  
Authority's [strike out those not applicable]  
attorney signed this dealing in my  
presence. [See note\* below]

I certify that I am an eligible witness and  
that the Transferee's/Lessee's/Prescribed  
Authority's [strike out those not applicable]  
attorney signed this dealing in my  
presence. [See note\* below]

Signature of Witness

Signature of Witness

print name

**Emily Scott**

print name

**Effie Dimitriou**

print  
address

**24 Campbell St  
Sydney**

print  
address

**24 Campbell St, Sydney**

ePlan

# Plan DP1223657

Sheet 8 of 9 Sheets

PLAN OF SUBDIVISION OF LOTS 1 &  
2 IN DP233666 AND LOT 21 IN  
DP1238386 AND EASEMENTS OVER  
~~LOT 2 IN DP233666, LOT 21 IN DP~~  
~~1238386 AND LOT 3 IN DP1247416~~

J.E

EXECUTED by BAYSIDE COUNCIL (AS LAND OWNER)

BAYSIDE COUNCIL BY ITS AUTHORISED DELEGATE  
PURSUANT TO SECTION 377 LOCAL GOVERNMENT ACT 1993

Meredith Wallace  
SIGNATURE

MEREDITH WALLACE  
NAME

GENERAL MANAGER  
POSITION

[Signature]  
SIGNATURE OF WITNESS

Heather Johnson  
NAME OF WITNESS

444-446 Princes Hwy, Rockdale  
ADDRESS OF WITNESS

EXECUTED by BAYSIDE COUNCIL

Bayside Council by its authorised delegate  
Pursuant to Section 377  
Local Government Act 1993

I certify that I am an eligible witness and  
that the delegate signed in my presence

Signature: L. Melim

Name of Delegate: Luis Melim

Position: Manager-Development Services

Signature of Witness: Peter Ward

Name of Witness: PETER WARD

Address of Witness: 444 PRINCES HIGHWAY ROCKDALE

ePlan

Plan **DP1223657**

Sheet 9 of 9 Sheets

PLAN OF SUBDIVISION OF LOTS 1 &  
2 IN DP233666 AND LOT 21 IN  
DP1238386 AND EASEMENTS OVER  
~~LOT 2 IN DP233666, LOT 21 IN DP-~~  
~~1238386 AND LOT 3 IN DP1247416~~

J.E

**EXECUTED by AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED**

Executed for and on behalf of  
Australia and New Zealand Banking Group Limited  
ABN 11 006 357 522  
under Power of Attorney dated 18th November 2002  
and registered in New South Wales  
Book: 4576 Folio: 410 by

**JASON FINLAYSON**

who certifies that he/she is a  
Senior Manager/Manager  
and that he/she has not received  
notice of revocation of that Power.

Signature of Attorney

In the presence of

Signature of Witness

**ANDREW LYALL**

Print Name of Witness

242 Pitt Street

Sydney NSW 2000

Address of Witness

118349508\_00

REGISTERED



2.8.2019

Correct AN946077

Form: 13PC  
Licence: 06-09-753  
Licensee: Softdocs  
HWL Ebsworth Lawyers

**POSITIVE COVENANT**  
New South Wales  
Section 88E(3) Conveyancing Act 1919



**AP480510R**

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

**(A) TORRENS TITLE**

Folio: ~~3/1247416~~ and ~~4/1247416~~ PH. PHILIPPA HARLEY. AUTHORISED TO AMEND. 3.9.19

**(B) LODGED BY**

Document Collection Box <b>124E</b>	Name, Address or DX, Telephone, and Customer Account Number if any LLPN : 123820V GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Ph: 13 5669 Reference (optional): <del>HWLE: 7088201</del> 9383981	CODE <b>PC</b>
--	--	-------------------

**(C) REGISTERED PROPRIETOR**

Of the above land  
MARTIN LAND PTY LIMITED ACN 617 410 054

**(D) LESSEE MORTGAGEE or CHARGE(E)**

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of instrument	Name
NOT APPLICABLE		

**(E) PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919  
BAYSIDE COUNCIL

(F) The prescribed authority having imposed on the above land a positive covenant 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.

DATE ..... / ..... / .....

**(G) EXECUTION BY THE PRESCRIBED AUTHORITY**

I certify I am an eligible witness and that an authorised officer of the prescribed authority signed this application in my presence. [See note\* below]

Signature of witness:   
Name of witness: MICHAEL MCNAMEE  
Address of witness: 444-446 PRICES HILL, ROCKDALE.

Signature of an authorised officer:   
Name of authorised officer: MEREDITH WALLACE  
Position of authorised officer: GENERAL MANAGER

**(G) EXECUTION BY THE REGISTERED PROPRIETOR**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: MARTIN LAND PTY LIMITED ACN 617 410 054  
Authority: Section 127(1) of the Corporations Act 2001

Pursuant to s.377 Local Govt Act 1993  
Signature of authorised person:

Signature of authorised person:   
Name of authorised person: YUAN TAO WANG  
Office held: Director

Signature of authorised person:   
Name of authorised person: CHENG LU  
Office held: Director / Secretary

**(H) CONSENT OF THE LESSEE/MORTGAGEE/CHARGE(E)**

The N.A under N.A No. N.A agrees to be bound by this positive covenant. I certify I am an eligible witness and that the N.A signed this application in my presence. [See note\* below]

Signature of witness: \_\_\_\_\_ Signature of lessee/mortgagee/chargee: \_\_\_\_\_  
Name of witness: \_\_\_\_\_  
Address of witness: \_\_\_\_\_

"A"

**Terms of Positive Covenant**

**1. Definitions**

"Consent Authority" means any authority empowered to approve any development of ~~Lots 3 and 4~~ in Deposited Plan 1247416.

"Council" means Bayside Council and its successors

"FSR" means floor space ratio and has the same meaning as used in the Rockdale Local Environmental Plan 2011 and includes any local environmental plan that amends or supersedes the Rockdale Local Environmental Plan 2011 applying to the Land.

"Land" means Lot 21 in Deposited Plan 1238386, Lot 1 in Deposited Plan 233666, Lot 2 in Deposited Plan 233666 and ~~Lots 3 and 4~~ in Deposited Plan 1247416.

"Registered Proprietor" means the registered proprietor of ~~Lots 3 and 4~~ in Deposited Plan 1247416 from time to time.

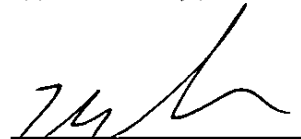
- 2. The Registered Proprietor irrevocably and unconditionally covenants that no FSR entitlements are to be considered, given or allowed by the Council or any other Consent Authority in relation to any development of Lot 3 in Deposited Plan 1247416 ~~and/or Lot 4 in Deposited Plan 1247416~~.
- 3. The Registered Proprietor must pay all legal costs and out of pocket disbursements incurred by the Council in relation to preparation, execution and registration of this Positive Covenant.
- 4. This Positive Covenant may only be released or varied by the Council in writing.

PH.  
PHILIPPA  
HARLEY.  
AUTHORISED  
TO AMEND.  
3.9.19

PH.  
PHILIPPA  
HARLEY.  
AUTHORISED  
TO AMEND  
3.9.19


**Execution by the Prescribed Authority**

I certify that I am an eligible witness and that the authorised officer of the prescribed authority signed this application in my presence.

  
\_\_\_\_\_  
Signature of witness:

MICHAEL MCCABE  
\_\_\_\_\_  
Name of witness:

474 - 446 PURVES HWY, ROCKDALE.  
\_\_\_\_\_  
Address of witness:

  
\_\_\_\_\_  
Signature of an authorised officer:

MEREDITH WALLACE  
\_\_\_\_\_  
Name of authorised officer:

GENERAL MANAGER  
\_\_\_\_\_  
Position of authorised officer:

Pursuant to S.377 local Grants Act 1993

PH.  
PHILIPPA  
HARLEY.  
AUTHORISED  
TO AMEND.  
3.9.19

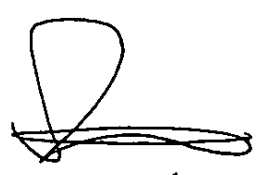
**Execution by the Registered Proprietor**

I certify that I am an eligible witness and that the authorised officer of the prescribed authority signed this application in my presence.

**Executed by Martin Land Pty Limited**  
**ACN 617 410 054** in accordance with  
section 127 of the *Corporations Act 2001* (Cth)  
by:

  
\_\_\_\_\_  
Signature of Director

YUANTAO WANG  
Full name (print)

  
\_\_\_\_\_  
Signature of Director / Secretary

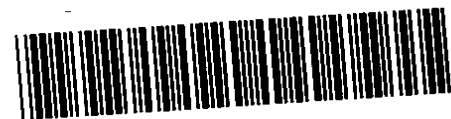
CHENG LU  
Full name (print)

Form: 15CH  
Release: 2.1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 1  
Real Property Act 1900



**AP995651A**

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 94064		
--	--	--

(B) **LODGED BY**

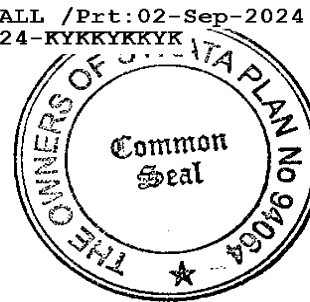
Document Collection Box  <b>573X</b>	Name, Address or DX, Telephone, and Customer Account Number if any Network Strata Services Pty Limited 123421L P O Box 265 HURSTVILLE BC NSW 1481 Reference: 94064	CODE  <b>CH</b>
--	--	-----------------------

- (C) The Owners-Strata Plan No. 94064 certify that a special resolution was passed on 14/1/2020
- (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. NOT APPLICABLE  
 Added by-law No. SPECIAL BY-LAW 1, 2  
 Amended by-law No. NOT APPLICABLE  
 as fully set out below:

- (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. 94064 was affixed on 6/3/2020 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: *Anita Dalag*  
 Name: Anita Dalag  
 Authority: Netstrata-Managing Agent  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Authority: \_\_\_\_\_





**By-Laws**

Annexure A

**Strata Plan 94064**  
**5 BIDJIGAL ROAD ARNCLIFFE**

**The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 28/10/2019**

**1 Definitions**

Act means Strata Schemes Management Act 2015 (NSW) as amended.

Air Conditioning System means an air conditioning unit and all pipes, wires, ducts, vents and grills associated with that air conditioning unit.

Authority means any national, state or local government, semi-government, quasi-government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal having jurisdiction and power in relation to the Scheme.

Balcony means a balcony, terrace or courtyard in a Lot.

Balcony Fittings means the Common Property water taps, gas bayonets, light fittings and electricity fittings on a Balcony.

Building means the buildings constructed within the Scheme and includes all recreational facilities, car parking, Storage Areas and Common Property within the Scheme.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 26.

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:  
(a) Common Property structures, including the Common Property walls, floor and ceiling enclosing the Lot;  
(b) the structure of the Lot;  
(c) the internal walls inside the Lot (e.g. a wall dividing 2 rooms in the Lot);  
(d) Common Property services; or  
(e) services in the Building, whether or not they are for the exclusive use of the Lot, but exclude:  
(f) minor fit out works inside a Lot;  
(g) works or alterations to the interior of Common Property walls in a Lot; and  
(h) works which an Owner is entitled to carry out under a Common Property Rights By-Law,

unless such works are likely to affect the operation of fire safety devices in the Lot or reduce the level of safety in the Lot or the Common Property.

Common Property means the common property created upon the registration of the Strata Plan and the personal property of the Owners Corporation.

Common Property Rights By-Law means by-laws granting Owners exclusive use or special privileges in respect of Common Property according to Division 3 of Part 7 of the Act.

Concierge means the concierge appointed by the Owners Corporation according to by-law 53.

Consent Authority means the relevant consent authority from time to time with building and development consent power in respect of the Site.

Council means Bayside Council.

Lot means a lot in the Scheme.

Report Date: 5th March 2020



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

Occupier means the occupier, licensee or person in lawful possession of a Lot.

Original Proprietor means Martin Land Pty Ltd ACN 617 410 054 or any nominee of Martin Land Pty Ltd ACN 617 410 054 notified to the Strata Committee.

Owner means the registered proprietor of a Lot and includes:

- (a) the lessee for the time being of a leasehold interest in the Lot; and
- (b) a mortgagee in possession of the Lot.

Owners Corporation means the owners corporation established on registration of the Strata Plan.

Recreational Facilities means any pool, gymnasium, barbeque area or other similar facility located on the Common Property.

Scheme means the strata scheme created on registration of the Strata Plan accompanying these by-laws.

Security Keys means a key, magnetic card, fob or other device used to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Site means the land comprising the Strata Plan.

Storage Area means any area that is designated on the Strata Plan as a storage area including designated storage areas that form part of a Lot and any area which the Original Proprietor or Owners Corporation, as the case may be, has granted to an Owner being a right to the exclusive use and enjoyment of an area of Common Property for the purpose of storage.

Strata Committee means the strata committee of the Owners Corporation appointed under Division 1 of Part 3 of the Act.

Strata Manager means the person appointed from time to time under Part 4 of Division 1 of the Act in relation to the Scheme.

Strata Plan means the strata plan registered with these by-laws.

## **2 Interpretation**

In these by-laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it
- (b) the singular includes the plural and vice versa
- (c) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns
- (d) headings are for convenience and do not affect the interpretation of these by-laws, and
- (e) unenforceability of a part or provision of these by-laws does not affect the enforceability of any other part or provision.

## **3 Noise**

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



## Strata Plan 94064

### 5 BIDJIGAL ROAD ARNCLIFFE

---

#### 4 Vehicles

- (a) An Owner or Occupier must not park or stand any motor vehicle or other vehicle on Common Property or allow any invitee of the Owner or Occupier to park or stand any motor vehicle or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
- (b) An Owner or Occupier must not park or stand any motor vehicle or other vehicle in any parking space designated for use by visitors.
- (c) An Owner or Occupier of a Lot must not at any time enclose any car parking space forming part of that Lot, or alter or erect anything on such car parking space.

#### 5 Obstruction of Common Property

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

#### 6 Lawns and plants on Common Property

- (a) The Owners Corporation must repair and maintain any planter boxes being part of or situated on Common Property.
- (b) An Owner or Occupier must not, except with the prior written approval of the Owners Corporation:
  - (i) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property, and
  - (ii) use for his or her own purposes as a garden any portion of Common Property.

#### 7 Damage to Common Property

- (a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of Common Property except with the written approval of the Owners Corporation.
- (b) An approval given by the Owners Corporation under this by-law cannot authorise any additions to Common Property.
- (c) This by-law does not prevent an Owner or person authorised by an Owner from installing:
  - (i) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot
  - (ii) any screen or other device to prevent entry of animals or insects on the Owner's Lot
  - (iii) any structure or device to prevent harm to children, or
  - (iv) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot, unless the device is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property.
- (d) Any such locking or safety device, screen, other device or structure must:
  - (i) be installed in a competent and proper manner;
  - (ii) must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building;
  - (iii) must, before its installation, be submitted for approval by the Owners Corporation for assessment on its compliance with (ii) above.

**Strata Plan 94064****5 BIDJIGAL ROAD ARNCLIFFE**

---

(e) Despite section 106 of the Act, the Owner of a Lot must:

- (i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 7
- (c) that forms part of Common Property and that services the Lot; and
- (ii) repair any damage caused to any part of Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in this by-law that forms part of Common Property and that services the Lot.

(f) If an Owner or person authorised by an Owner installs a device, screen or structure pursuant to this by-law which does not comply with fire safety standards of Australia or is not in keeping with the appearance of the Building in accordance with this by-law, the Owners Corporation or any person authorised by it, may remove such screen, structure or device and replace it with a screen, structure or device which complies with fire safety standards of Australia or is in keeping with the appearance of the Building in accordance with this by-law. The costs of the Owners Corporation in removing and replacing that screen, structure or device shall be a debt payable by the Owner to the Owners Corporation on demand.

**8 Behaviour of Owners and Occupiers**

- (a) An Owner or Occupier of a Lot, when on Common Property, must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.
- (b) An Owner or Occupier of a Lot must take all reasonable steps to ensure that any persons authorised by that Owner or Occupier to enter the Building do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the Common Property.
- (c) Where these by-laws require a person authorised by an Owner or Occupier to do anything or to refrain from doing anything, the Owner or Occupier inviting or permitting that authorised person to enter the Building must ensure that the relevant authorised person complies with such requirement.

**9 Children playing on Common property in Building**

- (a) 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 or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a car parking or recreational area or other area of possible danger or hazard to children.
- (b) An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play or otherwise obstruct the lifts, stairs or access ways on Common Property.

**10 Behaviour of Invitees**

An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property

**11 Depositing Rubbish and Other Material on Common Property**

An Owner or Occupier must not deposit or throw on Common Property any rubbish, dirt, dust or other material or discarded item other than in receptacles placed on Common Property for this purpose.

**Strata Plan 94064**  
**5 BIDJIGAL ROAD ARNCLIFFE**

---

**12 Washing, curtains, vehicles**

An Owner or Occupier may not:

- (a) dry, air or display clothing other than in areas designated for that purpose by the Estate Manager.
- (b) without the consent of the Strata Committee permit rubbish, materials, vehicles, plant or equipment to remain in locations visible outside its Lot, or
- (c) treat windows and glass doors with any treatment (including, without limit, curtains or blinds) other than those of a style and colour approved by the Owners Corporation.

**13 Cleaning windows and doors**

An Owner or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of that Lot, including so much as is Common Property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass 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**

(a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on Common Property any inflammable chemical, liquid or gas or other inflammable material in a quantity exceeding one litre.

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

**15 Moving and delivering furniture and goods**

(a) Owners and Occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of the Building or move large articles (e.g. furniture) through Common Property.

(b) When an Owner or Occupier takes deliveries or moves furniture or goods through the Building, they must:

- (i) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift
- (ii) repair any damage they (or the person making the delivery) cause to Common Property, and
- (iii) if they (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

(c) The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Building:

- (i) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation
- (ii) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days
- (iii) Owners or Occupiers may be prohibited from moving items through the front foyer(s) of the Building and/or restricted to using a particular lift or lifts nominated by the Owners Corporation, and
- (iv) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move.

---

Report Date: 5th March 2020

**Strata Plan 94064****5 BIDJIGAL ROAD ARNCLIFFE**

---

Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.

(d) The Owners Corporation may appoint a Building Manager to assist it to perform its functions under this by-law. If this happens, Owners and Occupiers must:

- (i) make arrangements with the person so appointed when they move in or out of the Building, and
- (ii) comply with the requirements of the person so appointed when they take deliveries or move furniture or goods through the Building.

**16 Floor coverings**

(a) An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

(b) An Owner must not cover the floor space of a Lot with tiles, timber flooring, or any other substance which may cause a nuisance or disturb the peaceful enjoyment of the Owner or Occupiers of another Lot without the consent in writing of the Owners Corporation, which consent may be withheld in its absolute discretion.

(c) If an Owner wants to change the floor covering or treatment of a Lot to other than the floor covering or treatment existing as at the date of registration of the Strata Plan:

- (i) the impact insulation rating of an installed floor covering or treatment must have a weighted standardized impact sound pressure level not greater than L'nT.w 45 as measured in accordance with AS ISO 140.7 and AS ISO 717.2 and must comply with the requirement of the Building Code of Australia;
- (ii) the Owner of the Lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or treatments of the Lot; and
- (iii) within 14 days of the installation of the new floor covering or treatment, provide the Owners Corporation with an acoustic report signed by an acoustic engineer employed by a firm eligible to membership of the Association of Australian Acoustical Consultants to demonstrate that this by-law has been complied with.

(d) Owners acknowledge and agree that if the standard in subclause 16(c)(i) is not complied with, the floor covering or treatment shall be removed and replaced, at the Owner's expense, with a floor covering that conforms with the required standard in accordance with any direction of the Owners Corporation.

(e) By-law 16(b) does not apply to floor space of a Lot comprising a kitchen, laundry, lavatory or bathroom.

(f) By-law 16(c)(ii) does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering, treatment or surface.

(g) Each Owner acknowledges that that if at the date of registration of the Strata Plan their Lot contained engineered timber flooring, to the extent that the flooring is Common Property, that owner is granted exclusive use of such timber flooring and is responsible for its maintenance and repair.

(h) If there is any inconsistency between the terms of this by-law and any Consent Authority requirements, the Consent Authority requirements will prevail.

**17 Garbage disposal**

(a) An Owner or Occupier of a Lot:



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

(i) must ensure that:

(A) recyclable material or waste is transported to the receptacles in secure waterproof bags, or containers, and in the case of fluid waste in sealed containers that do not leak, and

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

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

(b) In no circumstances may garbage, recyclable material or waste (or receptacles for the same) be visible from outside the Building other than on days specified by the Council for collection.

(c) On days specified by the Council for collection, the Building Manager must ensure any bins for garbage, recyclable material or waste (or receptacles for the same) situated on Bidjigal Road are returned to on site storage rooms within 1 hour following collection.

(d) If there is any inconsistency between the terms of this by-law and any Consent Authority requirements, the Consent Authority requirements will prevail.

#### **18 Keeping of animals**

(a) Subject to section 139(5) of the Act, an Owner or Occupier must not, without the written consent of the Strata Committee, keep any animal on its Lot or on Common Property.

(b) A request for written consent of the Strata Committee must include:

- (i) details of the type and size (including weight) of the animal, and
- (ii) a photograph of the animal,

and consent will not be granted for an animal other than a:

- (i) cat, or
- (ii) dog weighing less than 10kg (other than a dangerous dog as defined in the Companion Animals Act 1998), or
- (iii) caged bird, and/or
- (iv) fish in a secure aquarium, or
- (v) any other small animal approved by the Strata Committee.

(c) An Owner or Occupier must ensure that its cat or dog is vaccinated and micro chipped, registered with the local council and its registration number is given to the Owners Corporation before and while it is kept on the Owner's or Occupier's Lot.

(d) An Owner and Occupier must ensure that its cat, dog or bird:

- (i) is kept within the Lot whenever practicable
- (ii) is carried, leashed, caged or otherwise kept under control when on the Common Property
- (iii) is prevented from fouling the Common Property and that any such fouling is immediately removed, and
- (iv) does not interfere with the peaceful enjoyment of another Owner or Occupier of a Lot in the Scheme, or damage the Common Property or the property of another Owner or Occupier and that any such damage must immediately be made good at no cost to the Owners Corporation.

(e) Any animal found on the Common Property that is not carried, leashed, caged or otherwise accompanied by an Owner, Occupier or visitor at all times while on the Common Property, may be removed at that time from the Common Property to the RSPCA or similar facility without the need for prior investigations as to ownership and

**Strata Plan 94064****5 BIDJIGAL ROAD ARNCLIFFE**

---

without any duty to recompense an Owner, Occupier or visitor to the Scheme any associated costs, including but not limited to any costs associated with the animal's recovery.

(f) If three or more substantiated complaints about an animal's behaviour are made within a consecutive sixty day period by another Owner or Occupier of a Lot, the Strata Committee is entitled to rescind its consent by way of written notice to the Owner or Occupier, following which the animal must be removed from the Lot and the Scheme within seven days.

(g) Nothing in this by-law overrides the operation of the Companion Animals Act 1998.

**19 Appearance of Lot**

(a) The Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.

(b) If a Lot contains a private courtyard, the Owner or Occupier of that Lot must maintain the landscaping and the general appearance of the courtyard in accordance with the landscaping standards and the general standard of the Building.

(c) The Owner or Occupier must not, without the written consent of the Owners Corporation, affix anything to the exterior of the Building or a Lot within the Building or the Common Property or maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building. This prohibition includes (without limitation):

- (i) the display of "for sale" or "for lease" signs, or any other form of notice or advertising, and
- (ii) satellite dishes or antennas.

**20 Change in use of Lot to be notified and insurance premiums**

(a) An Occupier of a Lot must notify the Owners Corporation if the Occupier uses a Lot in a way that may affect the insurance premiums for the Scheme (for example, if the use results in a hazardous activity being carried out on the Lot, or results in the lot being used for non-residential purposes).

(b) To the extent permitted by law, if any part of an insurance claim made by the Owners Corporation relates to a Lot, then the Owner of that Lot must reimburse the Owners Corporation the excess (or if part of the claim is for the Lot the appropriate portion of the excess) payable in relation to that insurance claim.

**21 Fire safety**

(a) The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to affect the operation of fire safety devices on the Site or to reduce the level of fire safety in the Lots or Common Property, including but not limited to, activating a fire safety device other than in the case of a hazard or danger to the Site of any persons on the Site or in the case of an emergency.

(b) The Owner or Occupier of Lot must:

- (i) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any fire safety device;
- (ii) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

Site;

- (iii) notify the Owners Corporation of a risk of fire or other hazard within the Site; and
- (iv) give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing fire safety devices.

(c) If an Owner or Occupier of a Lot breaches this by-law, the Owners Corporation may recover as a debt from the Owner or Occupier concerned any amount which becomes due and payable, including any loss which is attributable to that breach such as the False Fire Alarm Fee. A False Fire Alarm Fee means the prescribed fee charged by Fire and Rescue NSW to the Owners Corporation in accordance with section 42(1) of the Fire and Rescue NSW Act 1989 and clause 47 of the Fire Brigades Regulation 2014 (or any subsequent corresponding legislation).

#### **22 Prevention of hazards**

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using Common Property.

#### **23 Selling and leasing activities**

(a) The Original Proprietor may on Common Property and any Lot owned or occupied by the Original Proprietor:

- (i) maintain selling and leasing offices and facilities
- (ii) install, affix and maintain signs in connection with those selling and leasing activities, and
- (iii) conduct selling, leasing and auction activities.

(b) No other Owner or Occupier may maintain facilities or signs, or otherwise conduct selling or leasing activities, without Owners Corporation approval.

#### **24 Security**

##### **24.1 Rights and obligations of the Owners Corporation**

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Building; and
- (b) prevent fires and other hazards.

##### **24.2 Installation of security equipment**

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Building.

##### **24.3 Restricting access to Common Property**

The Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key access to levels in the Building where an Owner or Occupier does not own or occupy a Lot or have access to according to a Common Property Rights By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of the Building.

##### **24.4 Obligations**

An Owner or Occupier must not:

- (a) interfere with security cameras or surveillance equipment; or



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

(b) do anything that might prejudice the security or safety of the Building.

#### **25 Security Keys**

##### 25.1 Providing Owners and Occupiers

The Owners Corporation may give Owners and Occupiers a Security Key if it restricts access to Common Property under by-law 24.

##### 25.2 Number of Security Keys per Lot

(a) With the exception of keys used to open and close the front doors of Lots, the Owners Corporation may determine how many Security Keys are allocated to each lot and may determine how many Security Keys are active at any one time by reference to how many bedrooms a lot has.

(b) The Owners Corporation may determine how many Security Keys per Lot will be coded to give access to the Building car park. This will be determined by reference to how many car spaces each lot has.

(c) The Owners Corporation may charge Owners and Occupiers a fee or bond if they require a replacement Security Key.

##### 25.3 Ownership

Security Keys belong to the Owners Corporation.

##### 25.4 Managing the Security Key system

The Owners Corporation has the power to:

(a) re-code Security Keys;

(b) require an Owner or Occupier to promptly return their Security Keys to the Owners Corporation to be re-coded;

(c) cancel Security Keys if in the Owners Corporation's reasonable opinion the Owner or Occupier to whom it has been issued no longer has an association with Scheme or has breach these By-Laws in a manner requiring the Security Key's cancellation; and

(d) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

##### 25.5 Obligations

Owners and Occupiers must:

(a) comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding and returning Security Keys;

(b) take all reasonable steps not to lose Security Keys;

(c) return Security Keys to the Owners Corporation if they are not needed or if they are no longer an Owner or Occupier; and

(d) notify the Owners Corporation immediately if they lose a Security Key.

##### 25.6 Prohibitions

An Owner Occupier must not:

(a) copy a Security Key; or

(b) give a Security Key to someone who is not an Owner or Occupier

#### **26 Building Manager**

##### 26.1 Appointment

The Owners Corporation may appoint and enter into agreements with a Building Manager to provide management and operational services for the Scheme.

## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

#### 26.2 Delegation

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

#### 26.3 Duties

The duties of a Building Manager under an agreement with the Owners Corporation may include:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising cleaning and garbage removal services;
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (e) co-ordinating the carrying out of Building Works;
- (f) managing the Security Keys and providing Security Keys according to these by-laws;
- (g) providing services to the Owners Corporation, Owners and Occupiers;
- (h) supervising employees and contractors of the Owners Corporation;
- (i) supervising the Scheme generally;
- (j) the provision of concierge services; and
- (k) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Scheme.

## **27 Air conditioning**

- (a) An Owner, Occupier or the Owners Corporation must not install or maintain on a Lot or Common Property any air conditioning unit (unit) other than of a type and style approved by the Owners Corporation and with a power rating, noise rating and in a location directed by the Strata Committee.
- (b) An Owner and/or an Occupier of a Lot is at all times responsible for ensuring that the unit complies with all relevant legislation and regulations relating to the operating noise levels of the unit and indemnifies the Owners Corporation for any liability or expense incurred by the Owners Corporation arising from any breach of noise regulations.
- (c) An Owner of a Lot has a right of exclusive use and enjoyment of that part of the Common Property required in order to install and keep a unit to service his or her Lot.
- (d) The Owner must maintain the unit, or any modification or addition to the unit, in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary or as reasonably required by the Owners Corporation. If the Owner decides to replace or renew the unit, the Owner must inform the Owners Corporation in writing of his intention to do so at least 14 days prior to the replacement or renewal.
- (e) An Owner at his or her cost must repair any damage to the Common Property occurring in the installation, maintenance, replacement, repair or renewal of the unit or any modification or addition to the unit.
- (f) An Owner must indemnify the Owners Corporation against any liability or expense that would not have been incurred if the unit had not been installed.
- (g) The unit always remains the property of the Owner of the Lot and does not become Common Property or come under the ownership of the Owners Corporation at any time.
- (h) Where any Air Conditioning System is installed for the benefit of an individual Lot before registration of the Strata Plan, the Owner of the Lot is liable for all costs of maintaining and operating that system. The Owner of that

---

Report Date: 5th March 2020



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

individual Lot is granted a right of exclusive use and enjoyment in accordance with paragraph (c) above and must comply with paragraphs (b), (d), (e) and (f) except that the phrase "Air Conditioning System" is substituted in place of the word unit wherever it appears in those paragraphs.

(i) If air handling condensers are located on the balconies of Lots, they must be located either greater than 1.0m from the balustrade or, if located less than 1.0m from the balustrade, the condensers must be located on plinths or supports such that the top of the condenser is at least 760mm above the floor level, and the plinths or supporting structures are recessed beneath the condenser unit so that they do not project out and provide a foothold within the 150mm to 760mm zone. The fittings for the condensers are to be located on the end of the unit that is opposite to the balustrade and provided with a form of cover plate to avoid a foothold being created.

#### **28 Hot water systems**

- (a) This by-law applies if there is a Common Property hot water system.
- (b) The Owner of each Lot has a right to use the Common Property hot water system.
- (c) Each Owner or Occupier must give the Owners Corporation, or a person authorised by the Owners Corporation, reasonable access to his or her Lot to maintain, repair or replace the connections to the hot water system.
- (d) The Owners Corporation must operate, maintain, repair and replace the hot water system.
- (e) The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of any hot water system.

#### **29 Structural support in the Building**

An Owner or Occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building, without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration. The consent of all relevant authorities required by law must also be obtained for the alterations and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all relevant authorities and the Owners Corporation.

#### **30 Access to inspect or read meters**

Where any meter is located within a Lot, the Owner or Occupier of that Lot must, on receiving reasonable notice, give access to persons authorised by the Owners Corporation to allow the reading or servicing of that meter. An Owner or Occupier is entitled to require the presence of the Strata Manager, Estate Manager or other authorised employee or representative of the Owners Corporation before granting access to allow inspection or reading of any meter that is located within a Lot.

#### **31 Controls on hours of operation and use of facilities**

(a) The Strata Committee may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or the Lots and Common Property of the Scheme:



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

- (i) that non residential activities may be conducted on a Lot or Common Property only during certain times;
- (ii) that facilities situated on the Common Property may be used only during certain times or on certain conditions; and
- (iii) that deliveries to or from a Lot or Lots are to be transported through or on Common Property only during certain times or on certain conditions.

(b) An Owner or Occupier of a Lot must comply with a determination referred to in by-law 31(a).

#### **32 Annual fire safety certification**

The Owners Corporation shall certify to the Council and the NSW Fire Brigade and provide a Fire Safety Certificate annually confirming that the essential services installed in the Building for the purpose of fire safety have been inspected and at the time of inspection are capable of operating to the required minimum standard.

#### **33 Loading and unloading**

An Owner or Occupier of a Lot must ensure that all loading and unloading of service vehicles in connection with the use of the Lot shall be carried out wholly within the Site at all times, or in designated on-street loading zones approved in consultation with Council under a traffic management plan.

#### **34 Unobstructed driveways and parking areas**

(a) An Owner or Occupier of a Lot must not at any time obstruct driveway or parking areas and will not use any driveway or car spaces for the manufacture, storage or display of goods, materials or any other equipment and the driveways and car spaces are to be used solely for vehicular access and for the parking of vehicles associated with the use of the Lot.

- (b) An Owner or Occupier of a Lot must not at any time use any car space or the Common Property for:
- (i) washing vehicles (other than the car wash bay area), and/or
  - (ii) repairing, modifying and/or maintaining any vehicle whatsoever.

#### **35 Vehicular access**

The Owners Corporation will exhibit signs in a prominent location advising that all vehicles entering or leaving the Common Property are to be driven in a forward direction at all times.

#### **36 Noise control - plant and machinery**

An Owner or Occupier of a Lot must not cause the emission of noise by the operation of any plant and machinery or other equipment on a Lot that exceeds 5dB(A) above the background noise level when measured at the boundary of the Lot.

#### **37 Public Access**

An Owner or Occupier will not obstruct a public accessway with any materials, vehicles, refuse, skips or the like

---

Report Date: 5th March 2020



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

under any circumstances.

#### **38 Failure to comply with by-laws**

(a) The Owners Corporation may do any act, as an Owner or Occupier of a Lot, that an Owner or Occupier should have done under the Act or these by-laws, but which an Owner or Occupier has not done or, in the reasonable opinion of the Owners Corporation, has not done properly.

(b) The Owners Corporation must give an Owner and/or Occupier written notice specifying when it will enter an Owner's and/or Occupier's Lot to do any work required to be done in the exercise of the rights conferred on the Owners Corporation under these by-laws. An Owner and/or Occupier must:

- (i) give the Owners Corporation (or persons authorised by it) access to an Owner's and/or Occupier's Lot as required by the notice and at the cost of that Owner and/or Occupier, and
- (ii) pay the Owners Corporation the costs incurred for doing the work.

(c) The Owners Corporation may recover money an Owner or Occupier owes it under these by-laws as a debt payable upon demand.

(d) The rights of the Owners Corporation under this by-law 38 are in addition to those that it has under the Act.

#### **39 Cleaning of Lot and range hoods**

The Owner or Occupier of a Lot shall maintain the Lot in a clean and tidy condition and free of vermin and shall clean the filters of any range hood installed in the Lot every 3 months.

#### **40 Products used in Scheme**

The Owners and Occupiers acknowledge that natural products have been specified in the design of the Building and that these natural products have characteristics that may lead to uneven wear, minor distortion, staining and discolouration. An Owner and Occupier cannot make any objection in relation to these matters. The Owners Corporation must treat and maintain those materials regularly and in accordance with the suppliers recommendations.

#### **41 Balconies**

##### **41.1 What can be kept on a Balcony?**

An Owner or Occupier may keep pot plants, landscaping, and occasional furniture on the Balcony of their Lot if:

- (a) it is a type approved by the Owners Corporation;
- (b) it is of a standard commensurate with the standard of the Building;
- (c) it will not (or is not likely to) cause damage;
- (d) it is not (or is not likely to become) dangerous; and
- (e) it is not likely to be blown off or fall from the Balcony.

##### **41.2 Prohibitions on items on balconies**

Owners and Occupiers must not keep any fitness equipment, spa, jacuzzi, hot tub, sauna, pool or bath tub or like equipment on the Balcony of their Lot.

## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

#### **41.3 Removing items from a Balcony**

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require Owners and Occupiers, at their cost, to temporarily remove and store items from the Balcony of their Lot that are not Common Property.

#### **41.4 Use of Balcony**

Owners and Occupiers must not use their Balconies as:

- (a) clothes drying areas; or
- (b) storage areas for household goods and air-conditioning units, where those areas are visible from the public domain.

#### **41.5 Enclosing a Balcony**

Owners and Occupiers must not enclose their Balconies.

#### **41.6 Portable items to be removed when Balcony not in use**

Owners and Occupiers must remove from their Balcony all portable items, including but not limited to towels, clothes, toys, utensils, glassware, cutlery and crockery when the Balcony is not in use.

#### **41.7 Owner and Occupier responsibilities**

Each Owner and Occupier is responsible for any damage or loss which is caused or contributed to by any item falling from, or being thrown from, or blowing off their Balcony.

#### **41.8 Indemnity**

Each Owner and Occupier agrees to indemnify the Owners Corporation against any loss suffered or incurred by the Owners Corporation arising from or in consequence of failing to comply with this by-law 41, unless it is caused by the negligence of the Owners Corporation, including but not limited to:

- (a) damage to a Lot or to Common Property;
- (b) damage or injury to any person.

#### **41.9 Balcony Fittings**

The Owner of a Lot which contains a Balcony is granted exclusive use and enjoyment of the Balcony Fittings on its Lot, and is responsible for the maintenance and repair of those Balcony Fittings, and must maintain the same in good condition.

## **42 Storing and operating a barbeque**

#### **42.1 Barbeques**

Owners and Occupiers may store and operate a portable barbeque on the Balcony of their Lot if:

- (a) it is a type approved under by-law 42.2;
- (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous;
- (d) it is kept covered when not in operation;
- (e) it is kept clean and tidy; and
- (f) they comply with this by-law.

#### **42.2 Types of approved barbeques**

Owners and Occupiers may store and operate the following types of barbeques on the Balcony of their Lot:

- (a) a covered gas or electric portable barbeque; or
- (b) any other type approved by the Owners Corporation.

#### **42.3 Operating a barbeque**

---

Report Date: 5th March 2020

## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

- (a) Owners and Occupiers may only operate barbeques between the hours of 9:00 am and 9:00 pm (or during other hours approved by the Owners Corporation).
- (b) When Owners and Occupiers use a barbeque, they must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

#### **43 Carwash bays**

An Owner or Occupier using a car wash bay area (the area) in the Common Property must:

- (a) ensure that the area is kept clean and all rubbish is removed from the area; and
- (b) not use the area at any time for temporary car parking.

#### **44 Storage Areas**

(a) The Owner or Occupier of any Storage Area will:

- (i) not, except with the prior written approval of the Owners Corporation, use or store in the Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material,
- (ii) be responsible for the repair of any damage caused to the Storage Area, Common Property or any item of personal property stored within or in the vicinity of the Storage Area, resulting from the use of the Storage Area (including any door, gate or access point to the Storage Area), and
- (iii) ensure the Storage Area is kept clean and free of all rubbish and vermin.

(b) The Owner or Occupier of any Storage Area that has an area large enough to allow the storage of a motor vehicle, trailer or boat, shall be entitled to store a motor vehicle, trailer or boat in the Storage Area.

(c) Owners and Occupiers of any Storage Area acknowledge that the Storage Areas are located within a part of the Building which may be subject to water ingress, and must ensure that any item stored in the Storage Area is sufficiently elevated and covered to prevent damage to the item from such water ingress.

(d) Owners and Occupiers acknowledge that all storage is prohibited in the covered areas serving stairs 3 and 4.

#### **45 Smoking**

(a) An Owner, Occupier or any person authorised to be on a Lot or on the Common Property, must not smoke any cigarette, cigar or other product on the Common Property.

(b) An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any Invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

#### **46 Provision of amenities and services**

(a) 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:

- (i) window cleaning
- (ii) lift maintenance



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

- (iii) garbage disposal and recycling services
- (iv) electricity, water or gas supply
- (v) telecommunication services (for example, cable television).

(b) If the Owners Corporation makes a resolution referred to in by-law 46(a) to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

#### **47 Compliance with planning and other requirements**

- (a) The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.
- (b) 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.

#### **48 Service of documents on Owner of Lot by Owners Corporation**

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

#### **49 Building Works**

##### **49.1 Consent**

An Owner or Occupier must have consent from the Owners Corporation to carry out the Building Works.

##### **49.2 Procedures before carrying out the Building Works**

Before carrying out the Building Works, Owners and Occupiers must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies;
- (b) find out where service lines and pipes are located;
- (c) obtain consent from the Owners Corporation if it propose to interfere with or interrupt services; and
- (d) give the Owners Corporation a written notice at least 14 days before starting the Building Works.

##### **49.3 Procedures when carrying out Building Works**

Owners and Occupiers carrying out the Building Works, must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage caused to Common Property or the property of another Owner or Occupier.

##### **49.4 Cosmetic works and Minor renovations**

(a) In this by-law:

- (i) Cosmetic Works includes the works listed in s109(2) of the Act together with any other works determined as such by the Strata Committee from time to time; and
  - (ii) Minor Renovations include the works referred to in s110(3) of the Act together with any other works determined as such by the Strata Committee from time to time.
- (b) The procedures set out in s109 of the Act and s110 of the Act apply, in addition to those set out in this by-law, to the performance of Cosmetic Works and Minor Renovations respectively by an Owner.
- (c) The Owners corporation delegates its functions under s110 of the Act to the Strata Committee.

## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

#### **50 Access rights**

(a) For the purpose of section 122(4) of the Act, an Owner or Occupier of a Lot is deemed to have consented to the Owners Corporation entering the Lot for the purpose of performing any work described in section 122(1) of the Act, if the Owners Corporation provides seven days' written notice to the Owner or Occupier of its intention to so enter the Lot.

(b) Despite subclause 50(a), the Owners and Occupiers hereby consent to the Owners Corporation entering the Lot for the purpose of works or maintenance on gardens, planter boxes and landscaped areas in Common Property or adjacent to or near the Lot.

#### **51 NBN Co Limited rights**

##### **51.1 Background**

(a) NBN Co Limited (NBN Co) has installed or may install equipment associated with the National Broadband Network (NBN), being fibre optic cables and other network equipment (Equipment), within the communication room, pathways, conduit, internal riser space and any pit and pipe located on the Common Property (not already owned by NBN Co) (Pathways).

(b) NBN Co has installed or may install the Equipment on the basis of its powers under Schedule 3 of the Telecommunications Act 1997 (Cth) (Schedule 3).

(c) The Pathways are located on the Common Property which is under the control of the Owners Corporation

##### **51.2 Owners Corporation obligations**

The Owners Corporation, Owners and Occupiers must, for the benefit of NBN Co:

(a) not use, alter or interfere with the Pathways in which the Equipment is located;

(b) not prevent NBN Co or its contractors from using and maintaining the Pathways and installing additional facilities within the Pathways as required by NBN Co;

(c) allow NBN Co to enter on any part of the Common Property or a Lot to enable NBN Co to repair, maintain, replace or install the Equipment;

(d) not permit any other person or telecommunications carrier to use, alter or interfere with the Equipment or the Pathways without the consent of NBN Co;

(e) notify NBN Co where they receive a Schedule 3 notice or access request from another telecommunications carrier in relation to the Pathways:

##### **51.3 Acknowledgement and waiver**

The Owners Corporation, Owners and Occupiers:

(a) acknowledge that NBN Co is the operator of the Pathways for the purposes of the Telecommunications Act 1997 (Cth);

(b) acknowledge that the Pathways are for use in connection with a telecommunications network, and that they may be accessed by other telecommunications carriers in accordance with Schedule 1 of Telecommunications Act 1997 (Cth); and

(c) waive their right to receive any notice under clause 17 of Schedule 3 that NBN Co may otherwise be required to serve in relation to any activity to be undertaken on the Development, including if NBN Co needs to access the Pathways in the future for maintenance activities.

##### **51.4 Entering into agreements**

(a) The Owners Corporation has the authority to, and must enter into any agreement with NBN Co or deed poll for the benefit of NBN Co which is on terms substantially similar to the those contained in paragraph 51.2 above.

(b) The Owners Corporation has the authority to, and must grant a licence to NBN Co over the Pathways for the period of time that NBN Co supplies Equipment to the Owners Corporation or Building. NBN Co may grant a sub-

## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

licence or transfer its licence to any other party that supplies Equipment from time to time. The Owners Corporation agrees to sign any document reasonably required to effect such a sub-licence or transfer,

#### **52 Recreational Facilities**

An Owner or Occupier must:

- (a) not use the Recreational Facilities and their surrounds between the hours of 9.00 pm and 6.00 am;
- (b) ensure that any person authorised by the Owner or Occupier does not use the Recreational Facilities or their surrounds unless that Owner or Occupier or another Owner or Occupier accompanies them;
- (c) ensure that children are not in or around the Recreational Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (d) exercise caution at all times and not behave in any manner that is likely to interfere with the use of the Recreational Facilities by other persons.
- (e) not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the Recreational Facilities;
- (f) at all times be adequately clothed so as not to be likely to offend other persons using the Recreational Facilities or its surrounds;
- (g) comply with any rules that the Strata Committee may add or vary with respect to the use of the Recreational Facilities from time to time.

#### **53 Concierge**

##### **53.1 Appointment**

The Owners Corporation may appoint and enter into agreements with a Concierge to provide concierge services for the Building.

##### **53.2 Delegation**

The Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Concierge.

##### **53.3 Restricting access to Common Property**

The Owners Corporation has the power to set aside and restrict access to parts of Common Property (which do not give access to a Lot) to allow a Concierge to use those parts of Common Property to perform its concierge services;

### **The Following are the Special By-laws registered with the scheme.**

#### **1 Recovery of Administrative Costs**

**Registration Date: 05/03/2020**

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme.
- ii. Examples include, but are not limited to, additional expenses incurred for remedying By-law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.

#### **A) Definitions**

---

Report Date: 5th March 2020

**Strata Plan 94064****5 BIDJIGAL ROAD ARNCLIFFE**

---

i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act

ii. The following terms are defined to mean:

'Administrative Cost' means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.

'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.

'the Act' means the Strata Schemes Management Act 2015

'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Work Cover.

'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums

'Activities or Behaviour' includes but is not limited to, breaching the Owners Corporations By-laws, damaging common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

**B) Rights and Obligation of Owners**

i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;

ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;

iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;

iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived.

v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

**C) Rights, Powers and Obligations of the Owners Corporation**

i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

ii. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation;

iii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;

v. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

vi. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

**2 Modifications and Additions****Registration Date: 05/03/2020**

Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the 'devices') to service the owners lot within the strata scheme subject to the following terms and conditions:

1 (a) The owners of any lot proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;

---

Report Date: 5th March 2020



By-Laws

## Strata Plan 94064

### 5 BIDJIGAL ROAD ARNCLIFFE

---

- (b) the devices shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;
  - (c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;
  - (d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
  - (e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
  - (f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
  - (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
  - (h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
  - (i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;
  - (j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.
- (2) In the event that an owner or occupier of a lot to which any devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.



*Ans*

---

Report Date: 5th March 2020

## Approved Form 10


### Certificate re Initial Period

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

\*that the initial period has expired.

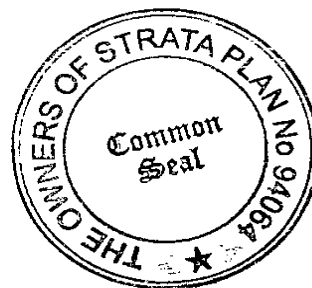
~~\*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan 94064 was affixed 6 March 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: **Anita Dalag of Netstrata**

Authority: **Appointed Managing Agent**



**Lodger Details**

Lodger Code 508387N  
Name MOIRS LAW  
Address 280 RAILWAY PDE  
CARLTON 2218  
Lodger Box 1W  
Email JAMES.MOIR@MOIRSLAW.COM.AU  
Reference 230011

Land Registry Document Identification

**AU22839**

STAMP DUTY:

**Consolidation/Change of By-laws**

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP94064	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP94064  
Other legal entity

**Meeting Date**

05/12/2023

**Repealed by-law No.**

**Details** N/A

**Added by-law No.**

**Details** Special By-Law 7, 8, 9

**Amended by-law No.**

**Details** N/A

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

**Attachment**

See attached Conditions and Provisions

See attached Approved forms

**Execution**

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

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

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

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

**Executed on behalf of** THE OWNERS - STRATA PLAN NO. SP94064

**Signer Name** JAMES MOIR

**Signer Organisation** MOIRS LAW PTY LTD

**Signer Role** PRACTITIONER CERTIFIER

**Execution Date** 29/04/2024



## By-Laws

Electronic signature of me, Anita Dalag,  
affixed by me, on 16/02/24 at 11:10 AM  
Property & Stock Agent Act 2002 Licence No  
867112

### Strata Plan 94064

### 5 BIDJIGAL ROAD ARNCLIFFE

"Annexure A"

**The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 28/10/2019**

#### 1 Definitions

Act means Strata Schemes Management Act 2015 (NSW) as amended.

Air Conditioning System means an air conditioning unit and all pipes, wires, ducts, vents and grills associated with that air conditioning unit.

Authority means any national, state or local government, semi-government, quasi-government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal having jurisdiction and power in relation to the Scheme.

Balcony means a balcony, terrace or courtyard in a Lot.

Balcony Fittings means the Common Property water taps, gas bayonets, light fittings and electricity fittings on a Balcony.

Building means the buildings constructed within the Scheme and includes all recreational facilities, car parking, Storage Areas and Common Property within the Scheme.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 26.

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:  
(a) Common Property structures, including the Common Property walls, floor and ceiling enclosing the Lot;  
(b) the structure of the Lot;  
(c) the internal walls inside the Lot (e.g. a wall dividing 2 rooms in the Lot);  
(d) Common Property services; or  
(e) services in the Building, whether or not they are for the exclusive use of the Lot, but exclude:  
(f) minor fit out works inside a Lot;  
(g) works or alterations to the interior of Common Property walls in a Lot; and  
(h) works which an Owner is entitled to carry out under a Common Property Rights By-Law,

unless such works are likely to affect the operation of fire safety devices in the Lot or reduce the level of safety in the Lot or the Common Property.

Common Property means the common property created upon the registration of the Strata Plan and the personal property of the Owners Corporation.

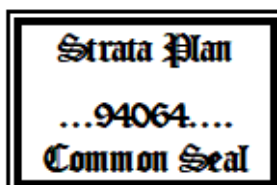
Common Property Rights By-Law means by-laws granting Owners exclusive use or special privileges in respect of Common Property according to Division 3 of Part 7 of the Act.

Concierge means the concierge appointed by the Owners Corporation according to by-law 53.

Consent Authority means the relevant consent authority from time to time with building and development consent power in respect of the Site.

Council means Bayside Council.

Lot means a lot in the Scheme.



Report Date: 16th February 2024



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

Occupier means the occupier, licensee or person in lawful possession of a Lot.

Original Proprietor means Martin Land Pty Ltd ACN 617 410 054 or any nominee of Martin Land Pty Ltd ACN 617 410 054 notified to the Strata Committee.

Owner means the registered proprietor of a Lot and includes:

- (a) the lessee for the time being of a leasehold interest in the Lot; and
- (b) a mortgagee in possession of the Lot.

Owners Corporation means the owners corporation established on registration of the Strata Plan.

Recreational Facilities means any pool, gymnasium, barbeque area or other similar facility located on the Common Property.

Scheme means the strata scheme created on registration of the Strata Plan accompanying these by-laws.

Security Keys means a key, magnetic card, fob or other device used to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Site means the land comprising the Strata Plan.

Storage Area means any area that is designated on the Strata Plan as a storage area including designated storage areas that form part of a Lot and any area which the Original Proprietor or Owners Corporation, as the case may be, has granted to an Owner being a right to the exclusive use and enjoyment of an area of Common Property for the purpose of storage.

Strata Committee means the strata committee of the Owners Corporation appointed under Division 1 of Part 3 of the Act.

Strata Manager means the person appointed from time to time under Part 4 of Division 1 of the Act in relation to the Scheme.

Strata Plan means the strata plan registered with these by-laws.

## **2 Interpretation**

In these by-laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it
- (b) the singular includes the plural and vice versa
- (c) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns
- (d) headings are for convenience and do not affect the interpretation of these by-laws, and
- (e) unenforceability of a part or provision of these by-laws does not affect the enforceability of any other part or provision.

## **3 Noise**

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



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

#### **4 Vehicles**

Standard By-Law 4 was repealed by the Owners Corporation on 07/11/2022

#### **5 Obstruction of Common Property**

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

#### **6 Lawns and plants on Common Property**

(a) The Owners Corporation must repair and maintain any planter boxes being part of or situated on Common Property.

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

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

#### **7 Damage to Common Property**

(a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of Common Property except with the written approval of the Owners Corporation.

(b) An approval given by the Owners Corporation under this by-law cannot authorise any additions to Common Property.

(c) This by-law does not prevent an Owner or person authorised by an Owner from installing:

- (i) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot
- (ii) any screen or other device to prevent entry of animals or insects on the Owner's Lot
- (iii) any structure or device to prevent harm to children, or
- (iv) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot, unless the device is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property.

(d) Any such locking or safety device, screen, other device or structure must:

- (i) be installed in a competent and proper manner;
- (ii) must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building;
- (iii) must, before its installation, be submitted for approval by the Owners Corporation for assessment on its compliance with (ii) above.

(e) Despite section 106 of the Act, the Owner of a Lot must:

- (i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 7 (c) that forms part of Common Property and that services the Lot; and
- (ii) repair any damage caused to any part of Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in this by-law that forms part of Common Property and



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

that services the Lot.

(f) If an Owner or person authorised by an Owner installs a device, screen or structure pursuant to this by-law which does not comply with fire safety standards of Australia or is not in keeping with the appearance of the Building in accordance with this by-law, the Owners Corporation or any person authorised by it, may remove such screen, structure or device and replace it with a screen, structure or device which complies with fire safety standards of Australia or is in keeping with the appearance of the Building in accordance with this by-law. The costs of the Owners Corporation in removing and replacing that screen, structure or device shall be a debt payable by the Owner to the Owners Corporation on demand.

#### **8 Behaviour of Owners and Occupiers**

(a) An Owner or Occupier of a Lot, when on Common Property, must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.

(b) An Owner or Occupier of a Lot must take all reasonable steps to ensure that any persons authorised by that Owner or Occupier to enter the Building do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the Common Property.

(c) Where these by-laws require a person authorised by an Owner or Occupier to do anything or to refrain from doing anything, the Owner or Occupier inviting or permitting that authorised person to enter the Building must ensure that the relevant authorised person complies with such requirement.

#### **9 Children playing on Common property in Building**

(a) 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 or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a car parking or recreational area or other area of possible danger or hazard to children.

(b) An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play or otherwise obstruct the lifts, stairs or access ways on Common Property.

#### **10 Behaviour of Invitees**

An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property

#### **11 Depositing Rubbish and Other Material on Common Property**

An Owner or Occupier must not deposit or throw on Common Property any rubbish, dirt, dust or other material or discarded item other than in receptacles placed on Common Property for this purpose.

#### **12 Washing, curtains, vehicles**

An Owner or Occupier may not:

(a) dry, air or display clothing other than in areas designated for that purpose by the Estate Manager.



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

- (b) without the consent of the Strata Committee permit rubbish, materials, vehicles, plant or equipment to remain in locations visible outside its Lot, or
- (c) treat windows and glass doors with any treatment (including, without limit, curtains or blinds) other than those of a style and colour approved by the Owners Corporation.

#### **13 Cleaning windows and doors**

An Owner or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of that Lot, including so much as is Common Property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass 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**

(a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on Common Property any inflammable chemical, liquid or gas or other inflammable material in a quantity exceeding one litre.

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

#### **15 Moving and delivering furniture and goods**

(a) Owners and Occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of the Building or move large articles (e.g. furniture) through Common Property.

(b) When an Owner or Occupier takes deliveries or moves furniture or goods through the Building, they must:

- (i) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift
- (ii) repair any damage they (or the person making the delivery) cause to Common Property, and
- (iii) if they (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

(c) The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Building:

- (i) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation
- (ii) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days
- (iii) Owners or Occupiers may be prohibited from moving items through the front foyer(s) of the Building and/or restricted to using a particular lift or lifts nominated by the Owners Corporation, and
- (iv) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

(d) The Owners Corporation may appoint a Building Manager to assist it to perform its functions under this by-law. If this happens, Owners and Occupiers must:

- (i) make arrangements with the person so appointed when they move in or out of the Building, and
- (ii) comply with the requirements of the person so appointed when they take deliveries or move furniture or goods through the Building.

#### **16 Floor coverings**

(a) An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

(b) An Owner must not cover the floor space of a Lot with tiles, timber flooring, or any other substance which may cause a nuisance or disturb the peaceful enjoyment of the Owner or Occupiers of another Lot without the consent in writing of the Owners Corporation, which consent may be withheld in its absolute discretion.

(c) If an Owner wants to change the floor covering or treatment of a Lot to other than the floor covering or treatment existing as at the date of registration of the Strata Plan:

- (i) the impact insulation rating of an installed floor covering or treatment must have a weighted standardized impact sound pressure level not greater than L'nT.w 45 as measured in accordance with AS ISO 140.7 and AS ISO 717.2 and must comply with the requirement of the Building Code of Australia;
- (ii) the Owner of the Lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or treatments of the Lot; and
- (iii) within 14 days of the installation of the new floor covering or treatment, provide the Owners Corporation with an acoustic report signed by an acoustic engineer employed by a firm eligible to membership of the Association of Australian Acoustical Consultants to demonstrate that this by-law has been complied with.

(d) Owners acknowledge and agree that if the standard in subclause 16(c)(i) is not complied with, the floor covering or treatment shall be removed and replaced, at the Owner's expense, with a floor covering that conforms with the required standard in accordance with any direction of the Owners Corporation.

(e) By-law 16(b) does not apply to floor space of a Lot comprising a kitchen, laundry, lavatory or bathroom.

(f) By-law 16(c)(ii) does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering, treatment or surface.

(g) Each Owner acknowledges that that if at the date of registration of the Strata Plan their Lot contained engineered timber flooring, to the extent that the flooring is Common Property, that owner is granted exclusive use of such timber flooring and is responsible for its maintenance and repair.

(h) If there is any inconsistency between the terms of this by-law and any Consent Authority requirements, the Consent Authority requirements will prevail.

#### **17 Garbage disposal**

(a) An Owner or Occupier of a Lot:

(i) must ensure that:

- (A) recyclable material or waste is transported to the receptacles in secure waterproof bags, or containers, and in the case of fluid waste in sealed containers that do not leak, and
- (B) before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

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

(b) In no circumstances may garbage, recyclable material or waste (or receptacles for the same) be visible from outside the Building other than on days specified by the Council for collection.

(c) On days specified by the Council for collection, the Building Manager must ensure any bins for garbage, recyclable material or waste (or receptacles for the same) situated on Bidjigal Road are returned to on site storage rooms within 1 hour following collection.

(d) If there is any inconsistency between the terms of this by-law and any Consent Authority requirements, the Consent Authority requirements will prevail.

#### **18 Keeping of animals**

Standard By-Law 18 was repealed by the Owners Corporation on 30/11/2021

#### **19 Appearance of Lot**

(a) The Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.

(b) If a Lot contains a private courtyard, the Owner or Occupier of that Lot must maintain the landscaping and the general appearance of the courtyard in accordance with the landscaping standards and the general standard of the Building.

(c) The Owner or Occupier must not, without the written consent of the Owners Corporation, affix anything to the exterior of the Building or a Lot within the Building or the Common Property or maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building. This prohibition includes (without limitation):

- (i) the display of "for sale" or "for lease" signs, or any other form of notice or advertising, and
- (ii) satellite dishes or antennas.

#### **20 Change in use of Lot to be notified and insurance premiums**

(a) An Occupier of a Lot must notify the Owners Corporation if the Occupier uses a Lot in a way that may affect the insurance premiums for the Scheme (for example, if the use results in a hazardous activity being carried out on the Lot, or results in the lot being used for non-residential purposes).

(b) To the extent permitted by law, if any part of an insurance claim made by the Owners Corporation relates to a Lot, then the Owner of that Lot must reimburse the Owners Corporation the excess (or if part of the claim is for the Lot the appropriate portion of the excess) payable in relation to that insurance claim.

#### **21 Fire safety**



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

(a) The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to affect the operation of fire safety devices on the Site or to reduce the level of fire safety in the Lots or Common Property, including but not limited to, activating a fire safety device other than in the case of a hazard or danger to the Site of any persons on the Site or in the case of an emergency.

(b) The Owner or Occupier of Lot must:

- (i) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any fire safety device;
- (ii) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Site;
- (iii) notify the Owners Corporation of a risk of fire or other hazard within the Site; and
- (iv) give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing fire safety devices.

(c) If an Owner or Occupier of a Lot breaches this by-law, the Owners Corporation may recover as a debt from the Owner or Occupier concerned any amount which becomes due and payable, including any loss which is attributable to that breach such as the False Fire Alarm Fee. A False Fire Alarm Fee means the prescribed fee charged by Fire and Rescue NSW to the Owners Corporation in accordance with section 42(1) of the Fire and Rescue NSW Act 1989 and clause 47 of the Fire Brigades Regulation 2014 (or any subsequent corresponding legislation).

#### **22 Prevention of hazards**

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using Common Property.

#### **23 Selling and leasing activities**

(a) The Original Proprietor may on Common Property and any Lot owned or occupied by the Original Proprietor:

- (i) maintain selling and leasing offices and facilities
- (ii) install, affix and maintain signs in connection with those selling and leasing activities, and
- (iii) conduct selling, leasing and auction activities.

(b) No other Owner or Occupier may maintain facilities or signs, or otherwise conduct selling or leasing activities, without Owners Corporation approval.

#### **24 Security**

##### **24.1 Rights and obligations of the Owners Corporation**

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Building; and
- (b) prevent fires and other hazards.

##### **24.2 Installation of security equipment**

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Building.



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

#### 24.3 Restricting access to Common Property

The Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key access to levels in the Building where an Owner or Occupier does not own or occupy a Lot or have access to according to a Common Property Rights By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of the Building.

#### 24.4 Obligations

An Owner or Occupier must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of the Building.

## **25 Security Keys**

#### 25.1 Providing Owners and Occupiers

The Owners Corporation may give Owners and Occupiers a Security Key if it restricts access to Common Property under by-law 24.

#### 25.2 Number of Security Keys per Lot

- (a) With the exception of keys used to open and close the front doors of Lots, the Owners Corporation may determine how many Security Keys are allocated to each lot and may determine how many Security Keys are active at any one time by reference to how many bedrooms a lot has.
- (b) The Owners Corporation may determine how many Security Keys per Lot will be coded to give access to the Building car park. This will be determined by reference to how many car spaces each lot has.
- (c) The Owners Corporation may charge Owners and Occupiers a fee or bond if they require a replacement Security Key.

#### 25.3 Ownership

Security Keys belong to the Owners Corporation.

#### 25.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys;
- (b) require an Owner or Occupier to promptly return their Security Keys to the Owners Corporation to be re-coded;
- (c) cancel Security Keys if in the Owners Corporation's reasonable opinion the Owner or Occupier to whom it has been issued no longer has an association with Scheme or has breached these By-Laws in a manner requiring the Security Key's cancellation; and
- (d) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

#### 25.5 Obligations

Owners and Occupiers must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) take all reasonable steps not to lose Security Keys;
- (c) return Security Keys to the Owners Corporation if they are not needed or if they are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if they lose a Security Key.

#### 25.6 Prohibitions



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

An Owner Occupier must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier

#### **26 Building Manager**

##### **26.1 Appointment**

The Owners Corporation may appoint and enter into agreements with a Building Manager to provide management and operational services for the Scheme.

##### **26.2 Delegation**

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

##### **26.3 Duties**

The duties of a Building Manager under an agreement with the Owners Corporation may include:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising cleaning and garbage removal services;
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (e) co-ordinating the carrying out of Building Works;
- (f) managing the Security Keys and providing Security Keys according to these by-laws;
- (g) providing services to the Owners Corporation, Owners and Occupiers;
- (h) supervising employees and contractors of the Owners Corporation;
- (i) supervising the Scheme generally;
- (j) the provision of concierge services; and
- (k) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Scheme.

#### **27 Air conditioning**

(a) An Owner, Occupier or the Owners Corporation must not install or maintain on a Lot or Common Property any air conditioning unit (unit) other than of a type and style approved by the Owners Corporation and with a power rating, noise rating and in a location directed by the Strata Committee.

(b) An Owner and/or an Occupier of a Lot is at all times responsible for ensuring that the unit complies with all relevant legislation and regulations relating to the operating noise levels of the unit and indemnifies the Owners Corporation for any liability or expense incurred by the Owners Corporation arising from any breach of noise regulations.

(c) An Owner of a Lot has a right of exclusive use and enjoyment of that part of the Common Property required in order to install and keep a unit to service his or her Lot.

(d) The Owner must maintain the unit, or any modification or addition to the unit, in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary or as reasonably required by the Owners Corporation. If the Owner decides to replace or renew the unit, the Owner must inform the Owners Corporation in writing of his intention to do so at least 14 days prior to the replacement or renewal.

(e) An Owner at his or her cost must repair any damage to the Common Property occurring in the installation,



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

maintenance, replacement, repair or renewal of the unit or any modification or addition to the unit.

(f) An Owner must indemnify the Owners Corporation against any liability or expense that would not have been incurred if the unit had not been installed.

(g) The unit always remains the property of the Owner of the Lot and does not become Common Property or come under the ownership of the Owners Corporation at any time.

(h) Where any Air Conditioning System is installed for the benefit of an individual Lot before registration of the Strata Plan, the Owner of the Lot is liable for all costs of maintaining and operating that system. The Owner of that individual Lot is granted a right of exclusive use and enjoyment in accordance with paragraph (c) above and must comply with paragraphs (b), (d), (e) and (f) except that the phrase "Air Conditioning System" is substituted in place of the word unit wherever it appears in those paragraphs.

(i) If air handling condensers are located on the balconies of Lots, they must be located either greater than 1.0m from the balustrade or, if located less than 1.0m from the balustrade, the condensers must be located on plinths or supports such that the top of the condenser is at least 760mm above the floor level, and the plinths or supporting structures are recessed beneath the condenser unit so that they do not project out and provide a foothold within the 150mm to 760mm zone. The fittings for the condensers are to be located on the end of the unit that is opposite to the balustrade and provided with a form of cover plate to avoid a foothold being created.

#### **28 Hot water systems**

(a) This by-law applies if there is a Common Property hot water system.

(b) The Owner of each Lot has a right to use the Common Property hot water system.

(c) Each Owner or Occupier must give the Owners Corporation, or a person authorised by the Owners Corporation, reasonable access to his or her Lot to maintain, repair or replace the connections to the hot water system.

(d) The Owners Corporation must operate, maintain, repair and replace the hot water system.

(e) The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of any hot water system.

#### **29 Structural support in the Building**

Standard By-Law 29 was repealed by the Owners Corporation on 30/11/2021

#### **30 Access to inspect or read meters**

Where any meter is located within a Lot, the Owner or Occupier of that Lot must, on receiving reasonable notice, give access to persons authorised by the Owners Corporation to allow the reading or servicing of that meter. An Owner or Occupier is entitled to require the presence of the Strata Manager, Estate Manager or other authorised employee or representative of the Owners Corporation before granting access to allow inspection or reading of any meter that is located within a Lot.

#### **31 Controls on hours of operation and use of facilities**



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

(a) The Strata Committee may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or the Lots and Common Property of the Scheme:

- (i) that non residential activities may be conducted on a Lot or Common Property only during certain times;
- (ii) that facilities situated on the Common Property may be used only during certain times or on certain conditions; and
- (iii) that deliveries to or from a Lot or Lots are to be transported through or on Common Property only during certain times or on certain conditions.

(b) An Owner or Occupier of a Lot must comply with a determination referred to in by-law 31(a).

#### **32 Annual fire safety certification**

The Owners Corporation shall certify to the Council and the NSW Fire Brigade and provide a Fire Safety Certificate annually confirming that the essential services installed in the Building for the purpose of fire safety have been inspected and at the time of inspection are capable of operating to the required minimum standard.

#### **33 Loading and unloading**

An Owner or Occupier of a Lot must ensure that all loading and unloading of service vehicles in connection with the use of the Lot shall be carried out wholly within the Site at all times, or in designated on-street loading zones approved in consultation with Council under a traffic management plan.

#### **34 Unobstructed driveways and parking areas**

(a) An Owner or Occupier of a Lot must not at any time obstruct driveway or parking areas and will not use any driveway or car spaces for the manufacture, storage or display of goods, materials or any other equipment and the driveways and car spaces are to be used solely for vehicular access and for the parking of vehicles associated with the use of the Lot.

(b) An Owner or Occupier of a Lot must not at any time use any car space or the Common Property for:

- (i) washing vehicles (other than the car wash bay area), and/or
- (ii) repairing, modifying and/or maintaining any vehicle whatsoever.

#### **35 Vehicular access**

The Owners Corporation will exhibit signs in a prominent location advising that all vehicles entering or leaving the Common Property are to be driven in a forward direction at all times.

#### **36 Noise control - plant and machinery**

An Owner or Occupier of a Lot must not cause the emission of noise by the operation of any plant and machinery or other equipment on a Lot that exceeds 5dB(A) above the background noise level when measured at the boundary of the Lot.



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

#### **37 Public Access**

An Owner or Occupier will not obstruct a public accessway with any materials, vehicles, refuse, skips or the like under any circumstances.

#### **38 Failure to comply with by-laws**

(a) The Owners Corporation may do any act, as an Owner or Occupier of a Lot, that an Owner or Occupier should have done under the Act or these by-laws, but which an Owner or Occupier has not done or, in the reasonable opinion of the Owners Corporation, has not done properly.

(b) The Owners Corporation must give an Owner and/or Occupier written notice specifying when it will enter an Owner's and/or Occupier's Lot to do any work required to be done in the exercise of the rights conferred on the Owners Corporation under these by-laws. An Owner and/or Occupier must:

- (i) give the Owners Corporation (or persons authorised by it) access to an Owner's and/or Occupier's Lot as required by the notice and at the cost of that Owner and/or Occupier, and
- (ii) pay the Owners Corporation the costs incurred for doing the work.

(c) The Owners Corporation may recover money an Owner or Occupier owes it under these by-laws as a debt payable upon demand.

(d) The rights of the Owners Corporation under this by-law 38 are in addition to those that it has under the Act.

#### **39 Cleaning of Lot and range hoods**

The Owner or Occupier of a Lot shall maintain the Lot in a clean and tidy condition and free of vermin and shall clean the filters of any range hood installed in the Lot every 3 months.

#### **40 Products used in Scheme**

The Owners and Occupiers acknowledge that natural products have been specified in the design of the Building and that these natural products have characteristics that may lead to uneven wear, minor distortion, staining and discolouration. An Owner and Occupier cannot make any objection in relation to these matters. The Owners Corporation must treat and maintain those materials regularly and in accordance with the suppliers recommendations.

#### **41 Balconies**

41.1 What can be kept on a Balcony?

An Owner or Occupier may keep pot plants, landscaping, and occasional furniture on the Balcony of their Lot if:

- (a) it is a type approved by the Owners Corporation;
- (b) it is of a standard commensurate with the standard of the Building;
- (c) it will not (or is not likely to) cause damage;
- (d) it is not (or is not likely to become) dangerous; and
- (e) it is not likely to be blown off or fall from the Balcony.



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

#### 41.2 Prohibitions on items on balconies

Owners and Occupiers must not keep any fitness equipment, spa, jacuzzi, hot tub, sauna, pool or bath tub or like equipment on the Balcony of their Lot.

#### 41.3 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require Owners and Occupiers, at their cost, to temporarily remove and store items from the Balcony of their Lot that are not Common Property.

#### 41.4 Use of Balcony

Owners and Occupiers must not use their Balconies as:

- (a) clothes drying areas; or
- (b) storage areas for household goods and air-conditioning units, where those areas are visible from the public domain.

#### 41.5 Enclosing a Balcony

Owners and Occupiers must not enclose their Balconies.

#### 41.6 Portable items to be removed when Balcony not in use

Owners and Occupiers must remove from their Balcony all portable items, including but not limited to towels, clothes, toys, utensils, glassware, cutlery and crockery when the Balcony is not in use.

#### 41.7 Owner and Occupier responsibilities

Each Owner and Occupier is responsible for any damage or loss which is caused or contributed to by any item falling from, or being thrown from, or blowing off their Balcony.

#### 41.8 Indemnity

Each Owner and Occupier agrees to indemnify the Owners Corporation against any loss suffered or incurred by the Owners Corporation arising from or in consequence of failing to comply with this by-law 41, unless it is caused by the negligence of the Owners Corporation, including but not limited to:

- (a) damage to a Lot or to Common Property;
- (b) damage or injury to any person.

#### 41.9 Balcony Fittings

The Owner of a Lot which contains a Balcony is granted exclusive use and enjoyment of the Balcony Fittings on its Lot, and is responsible for the maintenance and repair of those Balcony Fittings, and must maintain the same in good condition.

## **42 Storing and operating a barbeque**

#### 42.1 Barbeques

Owners and Occupiers may store and operate a portable barbeque on the Balcony of their Lot if:

- (a) it is a type approved under by-law 42.2;
- (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous;
- (d) it is kept covered when not in operation;
- (e) it is kept clean and tidy; and
- (f) they comply with this by-law.

#### 42.2 Types of approved barbeques

Owners and Occupiers may store and operate the following types of barbeques on the Balcony of their Lot:



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

- (a) a covered gas or electric portable barbeque; or
- (b) any other type approved by the Owners Corporation.

#### 42.3 Operating a barbeque

- (a) Owners and Occupiers may only operate barbeques between the hours of 9:00 am and 9:00 pm (or during other hours approved by the Owners Corporation).
- (b) When Owners and Occupiers use a barbeque, they must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

### **43 Carwash bays**

An Owner or Occupier using a car wash bay area (the area) in the Common Property must:

- (a) ensure that the area is kept clean and all rubbish is removed from the area; and
- (b) not use the area at any time for temporary car parking.

### **44 Storage Areas**

(a) The Owner or Occupier of any Storage Area will:

- (i) not, except with the prior written approval of the Owners Corporation, use or store in the Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material,
- (ii) be responsible for the repair of any damage caused to the Storage Area, Common Property or any item of personal property stored within or in the vicinity of the Storage Area, resulting from the use of the Storage Area (including any door, gate or access point to the Storage Area), and
- (iii) ensure the Storage Area is kept clean and free of all rubbish and vermin.

(b) The Owner or Occupier of any Storage Area that has an area large enough to allow the storage of a motor vehicle, trailer or boat, shall be entitled to store a motor vehicle, trailer or boat in the Storage Area.

(c) Owners and Occupiers of any Storage Area acknowledge that the Storage Areas are located within a part of the Building which may be subject to water ingress, and must ensure that any item stored in the Storage Area is sufficiently elevated and covered to prevent damage to the item from such water ingress.

(d) Owners and Occupiers acknowledge that all storage is prohibited in the covered areas serving stairs 3 and 4.

### **45 Smoking**

(a) An Owner, Occupier or any person authorised to be on a Lot or on the Common Property, must not smoke any cigarette, cigar or other product on the Common Property.

(b) An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any Invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

### **46 Provision of amenities and services**

(a) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

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:

- (i) window cleaning
- (ii) lift maintenance
- (iii) garbage disposal and recycling services
- (iv) electricity, water or gas supply
- (v) telecommunication services (for example, cable television).

(b) If the Owners Corporation makes a resolution referred to in by-law 46(a) to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

#### **47 Compliance with planning and other requirements**

- (a) The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.
- (b) 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.

#### **48 Service of documents on Owner of Lot by Owners Corporation**

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

#### **49 Building Works**

Standard By-Law 49 was repealed by the Owners Corporation on 30/11/2021

#### **50 Access rights**

(a) For the purpose of section 122(4) of the Act, an Owner or Occupier of a Lot is deemed to have consented to the Owners Corporation entering the Lot for the purpose of performing any work described in section 122(1) of the Act, if the Owners Corporation provides seven days' written notice to the Owner or Occupier of its intention to so enter the Lot.

(b) Despite subclause 50(a), the Owners and Occupiers hereby consent to the Owners Corporation entering the Lot for the purpose of works or maintenance on gardens, planter boxes and landscaped areas in Common Property or adjacent to or near the Lot.

#### **51 NBN Co Limited rights**

##### **51.1 Background**

(a) NBN Co Limited (NBN Co) has installed or may install equipment associated with the National Broadband Network (NBN), being fibre optic cables and other network equipment (Equipment), within the communication room, pathways, conduit, internal riser space and any pit and pipe located on the Common Property (not already owned by NBN Co) (Pathways).



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

(b) NBN Co has installed or may install the Equipment on the basis of its powers under Schedule 3 of the Telecommunications Act 1997 (Cth) (Schedule 3).

(c) The Pathways are located on the Common Property which is under the control of the Owners Corporation

#### 51.2 Owners Corporation obligations

The Owners Corporation, Owners and Occupiers must, for the benefit of NBN Co:

(a) not use, alter or interfere with the Pathways in which the Equipment is located;

(b) not prevent NBN Co or its contractors from using and maintaining the Pathways and installing additional facilities within the Pathways as required by NBN Co;

(c) allow NBN Co to enter on any part of the Common Property or a Lot to enable NBN Co to repair, maintain, replace or install the Equipment;

(d) not permit any other person or telecommunications carrier to use, alter or interfere with the Equipment or the Pathways without the consent of NBN Co;

(e) notify NBN Co where they receive a Schedule 3 notice or access request from another telecommunications carrier in relation to the Pathways.

#### 51.3 Acknowledgement and waiver

The Owners Corporation, Owners and Occupiers:

(a) acknowledge that NBN Co is the operator of the Pathways for the purposes of the Telecommunications Act 1997 (Cth);

(b) acknowledge that the Pathways are for use in connection with a telecommunications network, and that they may be accessed by other telecommunications carriers in accordance with Schedule 1 of Telecommunications Act 1997 (Cth); and

(c) waive their right to receive any notice under clause 17 of Schedule 3 that NBN Co may otherwise be required to serve in relation to any activity to be undertaken on the Development, including if NBN Co needs to access the Pathways in the future for maintenance activities.

#### 51.4 Entering into agreements

(a) The Owners Corporation has the authority to, and must enter into any agreement with NBN Co or deed poll for the benefit of NBN Co which is on terms substantially similar to the those contained in paragraph 51.2 above.

(b) The Owners Corporation has the authority to, and must grant a licence to NBN Co over the Pathways for the period of time that NBN Co supplies Equipment to the Owners Corporation or Building. NBN Co may grant a sub-licence or transfer its licence to any other party that supplies Equipment from time to time. The Owners Corporation agrees to sign any document reasonably required to effect such a sub-licence or transfer,

## **52 Recreational Facilities**

An Owner or Occupier must:

(a) not use the Recreational Facilities and their surrounds between the hours of 9.00 pm and 6.00 am;

(b) ensure that any person authorised by the Owner or Occupier does not use the Recreational Facilities or their surrounds unless that Owner or Occupier or another Owner or Occupier accompanies them;

(c) ensure that children are not in or around the Recreational Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them;

(d) exercise caution at all times and not behave in any manner that is likely to interfere with the use of the Recreational Facilities by other persons.

(e) not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the Recreational Facilities;

(f) at all times be adequately clothed so as not to be likely to offend other persons using the Recreational Facilities or its surrounds;

(g) comply with any rules that the Strata Committee may add or vary with respect to the use of the Recreational Facilities from time to time.



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

#### **53 Concierge**

##### 53.1 Appointment

The Owners Corporation may appoint and enter into agreements with a Concierge to provide concierge services for the Building.

##### 53.2 Delegation

The Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Concierge.

##### 53.3 Restricting access to Common Property

The Owners Corporation has the power to set aside and restrict access to parts of Common Property (which do not give access to a Lot) to allow a Concierge to use those parts of Common Property to perform its concierge services;

#### **The Following are the Special By-laws registered with the scheme.**

#### **1 Recovery of Administrative Costs**

##### **Registration Date: 05/03/2020**

i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme.

ii. Examples include, but are not limited to, additional expenses incurred for remedying By-law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.

##### A) Definitions

i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act

ii. The following terms are defined to mean:

'Administrative Cost' means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.

'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.

'the Act' means the Strata Schemes Management Act 2015

'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Work Cover.

'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums

'Activities or Behaviour' includes but is not limited to, breaching the Owners Corporations By-laws, damaging common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

##### B) Rights and Obligation of Owners

i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;

ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

- iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;
- iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived.
- v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

#### C) Rights, Powers and Obligations of the Owners Corporation

- i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- ii. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation;
- iii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- v. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- vi. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

## **2 Modifications and Additions**

### **Registration Date: 05/03/2020**

Special By-Law 2 was repealed by the Owners Corporation on 30/11/2021

## **3 Pre-Meeting & Electronic Voting**

### **Registration Date: 20/05/2020**

#### A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

#### B) Pre-Meeting Electronic Voting

- (i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
- (ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

#### C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

#### D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
- (ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

#### **4 Major and Minor Works Approval Programme**

**Registration Date: 02/03/2022**

##### **PART 1**

###### **PREAMBLE**

1.1 The purpose of this by-law is to:

- (a) Provide a programme for the seeking of approval from the Owners Corporation to the carrying out of Works to a Lot and to regulate the maintenance, repair and replacement of those Works.
- (b) Delegate to the Strata Committee the power to approve Minor Works applications.

##### **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) Approved Form means the form approved by the strata committee from time to time.
- (c) Australian Standards means the standards, codes and regulations which govern building and construction work from time to time as relevant and applicable to the particular works being carried out by the Owner.
- (d) Authority means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal.
- (e) Bond means the amount of \$1,000.00 or another amount determined by the strata committee payable by the Owner to the Owners Corporation. The strata committee shall notify the Owner as to the amount payable prior to the Owner commencing Works. The Bond may be in the form of a bank guarantee.
- (f) Building means the building situated at 5 Bidjigal Road, Arncliffe NSW 2205.
- (g) Building Manager means the building manager engaged by the Owners Corporation from time to time (where applicable).
- (h) Cosmetic Works means cosmetic works as defined from time to time in the Act and the Regulations including but not limited to:
  - (i) installing or replacing hooks, nails or screws for hanging paintings and other things on walls;
  - (ii) installing or replacing handrails;
  - (iii) painting;
  - (iv) filling minor holes and cracks in internal walls;
  - (v) laying carpet;
  - (vi) installing or replacing built-in wardrobes;
  - (vii) installing bookcases, shelving, cupboards and the like;
  - (viii) installing or replacing internal blinds and curtains;
  - (ix) any other work prescribed by the Regulations for the purposes of section 109 of the Act.
- (i) Essential Works means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a Lot.
- (j) 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.
- (k) Lot means any lot in Strata Plan No 94064.
- (l) Major Works means works that are not Minor Works or Cosmetic Works, and include:



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

- (i) work involving structural changes;
- (ii) work that changes the external appearance of a Lot, including the installation of an external access ramp;
- (iii) installation of external blinds, awnings, pergolas, shutters, screens, canopies, glazing and shades to a Lot;
- (iv) work involving waterproofing;
- (v) work for which consent or another approval is required under any other Act; and
- (vi) any other item prescribed by the Regulations pursuant to sections 109(5)(h) or 110(7)(g) of the Act not to be Cosmetic Works or Minor Works.
- (m) Minor Works has the same meaning as minor renovations as defined from time to time in the Act, the Regulations or as part of this by-law, including but not limited to:
  - (i) renovating a kitchen;
  - (ii) changing recessed light fittings;
  - (iii) installing or replacing wood or other hard floors;
  - (iv) installing or replacing wiring or cabling or power or access points;
  - (v) work involving reconfiguring of internal walls;
  - (vi) installing a security or alarm system;
  - (vii) installing ceiling fans inside a Lot;
  - (viii) replacing laundry or bathroom fixings and fittings (i.e. basin, toilet) where waterproofing, tiles or plumbing connections are not affected; and
  - (ix) any other work prescribed by the Regulations.
- (n) Owner means the owner(s) of a Lot.
- (o) Owners Corporation means the owners corporation constituted upon the registration of Strata Plan No 94064.
- (p) Regulations means the Strata Schemes Management Regulation 2016.
- (q) Works means Minor Works and Major Works.

#### 2.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes, where applicable, the Building Manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes that Owner's executors, administrators, successors, permitted assigns or transferees; and
- (g) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 94064 and this by-law, the provisions of this by-law shall prevail.

2.2.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

#### PART 3

##### CONDITIONS

###### 3.1 Cosmetic Works

- (a) The Owners Corporation may add to the definition of Cosmetic Works from time-to-time by amending the definition of Cosmetic Works under the Act at a general meeting.
- (b) An Owner may carry out Cosmetic Works to their lot without consent of the Owners Corporation.
- (c) An Owner must ensure that:
  - (i) any damage caused to any part of the common property by the carrying out of Cosmetic Works by or on behalf of the Owner is repaired; and
  - (ii) the Cosmetic Works and any repairs must be carried out in a competent and proper manner; and



## Strata Plan 94064

### 5 BIDJIGAL ROAD ARNCLIFFE

---

(iii) the Cosmetic Works are maintained and kept in a state of good and serviceable repair.

#### 3.2 Before Commencement of Works

(a) Prior to commencement of any Works, an Owner must submit to the strata committee:

(i) a duly completed Approved Form;

(ii) detailed specifications as to the Works to be undertaken including where applicable:

(A) specifications for any equipment to be installed as part of the Works including any sound or energy rating, type, size together with the manufacturer's or supplier's brochure regarding same;

(B) a diagram depicting the location of or proposed installation points of all parts of the Works;

(iii) details of the duration of the Works and any impact on the common property or disruption to common property services or access; and

(iv) copies of any Insurance policies as relevant to the particular Works, if required.

(b) Upon receipt of the Approved Form, the strata committee shall determine, at its absolute discretion, whether the Works to be carried out are Minor Works or Major Works. In order to make such determination, the strata committee may request the Owner to provide additional details of the Works, including plans, specifications and engineer's reports or certifications.

(c) On making the determination, the strata committee shall inform the Owner, in writing, of that determination.

#### 3.2.1 Minor Works

(a) The strata committee is delegated the functions under section 110 of the Act to approve Minor Works.

(b) If the strata committee determines that the works are Minor Works, the strata committee may approve the Minor Works application.

(c) If the Minor Works are approved by the strata committee, the Owner may carry out the Minor Works without further consent of the Owners Corporation.

(d) The Owners Corporation or strata committee may impose further conditions in addition to those provided for by this by-law with respect to the carrying out of the Works and, if such conditions are imposed, it shall inform the Owner in writing of those conditions.

#### 3.2.2 Major Works

(a) If the strata committee determines that works to be carried out are Major Works, the Owner must lodge the Bond (if the Bond has not been lodged with the Approved Form) within fourteen (14) days from the date of notification to the Owner by the strata committee of such determination.

(b) Before commencement of any Major Works, the Owner must:

(i) provide a complete proposal concerning the Major Works including but not limited to:

(A) plans and specifications of the proposed works;

(B) specifications for equipment to be installed as part of the Works including any sound or energy rating, type, size together with the manufacturer's or supplier's brochure regarding same;

(C) a diagram depicting the location of or proposed installation points of all parts of the Works;

(D) engineering plans and certifications if requested by the Owners Corporation;

(E) any necessary approvals/consents/permits from any Authority; and

(F) a report(s) from an engineer nominated by the Owners Corporation concerning the impact of the Works on the structural integrity of the Building and any Lot and the common property (if required);

(ii) prepare and provide to the Owners Corporation:

(A) a new by-law (as per Annexure A) under the Act, to amend the definition of "Major Works", "Owner" and "Lot" and include a new definition of "Plans" (where applicable) to cover the specific scope of Major Works to be carried out and Part 1 to confer rights of exclusive use and enjoyment and a special privilege; and

(B) the Owner's written consent to:

(1) the passing of the by-law conferring on them rights of exclusive use and enjoyment and a special privilege; and

(2) be responsible for the maintenance, repair and replacement of the Major Works, such by-law (marked Annexure "A - Works") and form of consent (marked Annexure "B - Consent") to be prepared substantially in the terms set out in Annexures "A" and "B" and to be considered at a general meeting of the Owners Corporation.

(iii) pay for all costs of the Owners Corporation including:

(A) legal fees for reviewing the proposal;

(B) fees for convening any meeting to consider the proposal;



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

(C) any other reasonable professional fees required to consider the proposal including but without limitation strata management fees and consultant fees; and

(D) registration fees for the by-law contemplated in clause 3.2.2(b)(ii)(A);

(iv) prepare and provide to the Owners Corporation a dilapidation report prepared by a structural engineer having reviewed the Major Works in relation to any area of the Building (if required including any Lot and the common property) that may be affected by the Major Works. The dilapidation report shall be in writing and shall include photographs of the relevant areas; and

(v) obtain written consent to the date for the commencement of the Works from the Owners Corporation upon satisfaction of its obligations in clause 3.2.2(b) above. For clarity, no Major Works may be commenced unless and until the by-law referred to in clause 3.2.2(b)(ii)(A) is passed by special resolution at a duly convened general meeting of the Owners Corporation.

(c) Upon receipt of a by-law under clause 3.2.2(b)(ii)(A) the Owners Corporation will review the proposal and stipulate any relevant conditions to be contained in the common property rights by-law such conditions to include (but not be limited to) those set out in clauses 3.2 - 3.12 (inclusive).

#### **3.3 Specific Conditions**

Unless prior written approval is granted by the Owners Corporation, the following conditions apply as relevant:

(a) Where the Works include reconfiguration of walls the Owner must ensure:

(i) No reconfigurations alter or impinge on the structural integrity of the Building;

(ii) No walls are to be reconfigured so as to place a bedroom over a bathroom and vice versa;

(iii) Walls containing wet areas must not be reconfigured;

(iv) Walls must not be added to create new wet areas; and

(v) A report from an independent structural engineer agreed to between the Owner and the Owners Corporation must be provided certifying reconfiguration will have no structural impact and does not involve any load bearing walls.

(b) Where Works involve the installation of a floor finish other than carpet, the Owner must comply with By-law 16 - Floor coverings.

(i)

(c) Where the Works involve alteration, replacement, addition or removal of ceiling insulation such works must:

(i) not be commenced without prior written approval from the Owners Corporation or strata committee; and

(ii) be carried out in a tradesmanlike and professional manner and comply with fire safety standards.

(d) Where the Works involve the installation of air-conditioning units, the Works must comply with By-law 27 - Air conditioning.

(i)

(e) Owners must ensure that in carrying out Cosmetic Works and Works to the Lot:

(i) access panels are not blocked;

(ii) exhaust fans do not penetrate into the ceiling;

(iii) hot water service overflow pipes do not penetrate external walls but are plumbed into internal pipes in accordance with Australian Standards.

#### **3.4 Notice**

(a) At least two (2) weeks prior to the commencement of the Works the Owner shall notify the Owners Corporation and each other Owner (by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works.

(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 Building Manager or strata managing agent 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.

#### **3.5 Compliant Works**

To be compliant under this by-law, Works:

(a) must be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;

(b) must be manufactured, designed and installed to specifications for domestic use;

(c) must be in accordance with Australian Standards and the Building Code of Australia;



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

(d) for fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed and provided to the Owners Corporation before commencement of the works for approval. If approved, the changes shall be certified by the fire certification controller appointed by the Owners Corporation;

(e) must be in keeping with fire safety standards.

#### **3.6 During construction**

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

(a) use duly licensed employees, contractors or agents to conduct the Works;

(b) ensure the Works are conducted with due care and skill and comply with the current Building Code of Australia and Australian Standards;

(c) ensure the Works are carried out expeditiously and with a minimum of disruption;

(d) carry out the Works between the hours of 7:30 AM and 5:00 PM Monday-Friday and from 8.00 AM to 12.00 PM Saturday or such other times as are reasonably approved by the strata committee. No Works are to be carried out on a Sunday or public holiday unless they are silent works (e.g. painting);

(e) transport all construction materials, equipment and debris as reasonably directed by the Owners Corporation and keep all areas of the Building outside the Lot clean and tidy;

(f) not allow tradespersons and contractors at any time to park on common property without the written consent of the Owners Corporation;

(g) not dispose of rubbish and waste material in common property waste bins or skips except with the prior written consent of the Owners Corporation;

(h) not allow waste bins or skips to be placed on or near the common property without the prior written consent of the Owners Corporation;

(i) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;

(j) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;

(k) where access to the Lot via the lifts in the Building is required for the Works, ensure that the lifts in the Building are at all times protected by lift covers that are fitted throughout the duration of the Works and are returned to the Owners Corporation on completion of the Works;

(l) provide to the strata committee at least forty-eight (48) hours prior written notice of any noisy works (e.g., jackhammering, the use of any pneumatic, rotary or powder-actuated tools) such works which may only be carried out between the hours of 9:00 AM and 12:00 PM or 1:00 PM to 4:00 PM Monday-Friday or such other times as are reasonably approved by the Owners Corporation;

(m) ensure that the Works do not interfere with or damage the common property or the property of any other 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;

(n) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required);

(o) observe all the other by-laws applicable to the strata scheme at all times; and

(p) not vary the Works or their scope without first obtaining the consent in writing from the Owners Corporation and, where applicable, an Authority.

#### **3.7 After construction**

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

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

(b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;

(c) provide to the Owners Corporation a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications;

(d) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;

(e) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Major Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

(f) 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  
(g) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law.

3.7.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that clauses 3.7.1(a)-(g) immediately above have been complied with.

3.7.3 Upon satisfaction of clause 3.7.1 the Owners Corporation will refund the Bond to the Owner less any costs incurred by the Owners Corporation for or in connection with the carrying out of the Works or breach of this by-law.

#### **3.8 Statutory and other requirements**

(a) The Owner must:

(i) comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the Works;

(ii) ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;

(iii) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and

(iv) comply with the provisions of the Home Building Act 1989 and all other relevant laws including but without limitation in relation to fire safety.

(b) The Works must:

(i) be carried out with due care and skill and in accordance with the plans and specifications set out in the contract;

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

#### **3.9 Enduring rights and obligations**

3.9.1 An Owner must:

(a) properly maintain, replace and keep in good and serviceable repair any Works installed by them;

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

(c) 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;

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

(e) ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply;

(f) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the Owner; and

(g) without derogating from the generality of clause (f) above, indemnifies and shall keep indemnified the Owners Corporation against any loss, damage to or destruction of the Works caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or occupier is in breach of clause 3.11.

3.9.2 If the dilapidation report referred to in 3.2.2(b)(iv) of this by-law is obtained, the Owner and the Owners Corporation acknowledge and agree that report shall be the basis for ascertaining and determining whether any damage has been occasioned by the Works to the common property and any Lot.

#### **3.10 Recovery of costs**

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

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

(b) apply the Bond towards the costs incurred by the Owners Corporation to carry out that work;

(c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation; and

(d) recover any costs from the Owner as a debt due.

#### **3.11 Essential Works**

No Owner or occupier shall refuse or restrict the Owners Corporation's (or its officers, employees, contractors or



## Strata Plan 94064

### 5 BIDJIGAL ROAD ARNCLIFFE

---

agents) lawful entry, or access to all or any part of the Works to carry out Essential Works to the common property (at the cost of the Owners Corporation) which may be attached to, in, under or about the Works including the common property structures or services, provided that the Owners Corporation shall give prior notice to the Owner or occupier of the Essential Works (emergencies excepted).

#### 3.12 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.

#### ANNEXURE "A -WORKS"

MOTION < >

Subject to the by-law in the next succeeding motion being approved, The Owners - Strata Plan No 94064 SPECIALLY RESOLVES pursuant to section 108 of the Strata Schemes Management Act 2015 for the purpose of improving or enhancing the common property to specifically authorise the works proposed by the owner of lot < > to the common property on the terms and in the manner as set out in the by-law.

MOTION < >

Subject to the preceding motion being approved, The Owners - Strata Plan No 94064 SPECIALLY RESOLVES pursuant to sections 141 and 143 of the Strata Schemes Management Act 2015 to make a by-law adding to the by-laws applicable to the strata scheme in the following terms:

SPECIAL BY-LAW NO < > Lot < > Works

#### PART 1

##### GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major 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 Major Works, subject to the terms and conditions contained in this by-law.

#### PART 2

##### APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of Parts 2 and 3.2-3.12 (inclusive) of Special By-law No. 2 Major and Minor Works Approval Programme are adopted for the purposes of this by-law with the exception of the addition of the definition of "Plans" (where applicable) and the amendment of the definition of "Major Works", "Owner" and "Lot" as follows:

#### PART 3

##### DEFINITIONS

3.1 In addition to the definitions in Part 2 of Special By-law No. 2 Major and Minor Works Approval Programme, the following definitions are also adopted:

(a) "Lot" means lot \_\_\_\_\_ in Strata Plan No 94064.

(b) "Major Works" means the works to the Lot and the common property to be carried out in connection with the \_\_\_\_\_ works for the Lot including:

(i) \_\_\_\_\_; and

(ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans (where applicable) and the provisions of this by-law.

(c) "Owner" means the owner or owners for the time being of the Lot.

(d) "Plans" means the plans/drawings prepared by \_\_\_\_\_ and dated \_\_\_\_\_ a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law. [DELETE IF NO PLANS]

#### PART 4

##### CONDITIONS

4.1 The Owner must comply with any conditions set out by the Owners Corporation in relation to the Major Works. These conditions include:

(a) The Owner must complete the Major Works by [INSERT DATE]. If the Owner has not completed the Major Works by [INSERT DATE] the Owners Corporation will issue the Owner with a "Notice to Complete" which records that



**Strata Plan 94064**  
**5 BIDJIGAL ROAD ARNCLIFFE**

---

(i) the Major Works must be completed within 21 days of the date of the Notice to Complete; and  
(ii) if the Major Works have not been completed within 21 days of the date of the Notice to Complete the Owners Corporation may retain part of the Owner's bond at a rate of \$10.00 per day from the expiry of the 21 day notice period until such time as the Major Works are completed.  
[INSERT ANY ADDITIONAL/SPECIAL CONDITIONS]

Annexure "B"  
CONSENT UNDER SECTION 143  
STRATA SCHEMES MANAGEMENT ACT 2015  
STRATA SCHEME 94064

TO: The Registrar General  
NSW Land Registry Services  
Level 30, 175 Liverpool Street  
SYDNEY NSW 2000

I/We, \_\_\_\_\_, the owner(s) of Lot [INSERT NUMBER] CONSENT to the making of a common property rights by-law conferring upon me/us a special privilege in relation to the common property for the performance of certain works to benefit Lot [INSERT NUMBER] and the exclusive use and enjoyment of the common property directly affected by those works subject to the conditions of such by-law, including but without limitation conferring upon me/us the responsibility to repair and maintain the common property directly affected by those works.

Dated: .....

.....  
Signature of owner of Lot [INSERT NUMBER]

.....  
Signature of owner of Lot [INSERT NUMBER]

cc: The Owners - Strata Plan No 94064

**5 Short term rental**

**Registration Date: 02/08/2022**

PART 1  
PREAMBLE

1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.

1.2 This by-law is to prohibit a Lot being used for the purpose of a Short-term rental accommodation arrangement where the Lot is not the principal place of residence of a person who, pursuant to the arrangement, is giving another person the right to occupy the Lot.

1.3 This by-law (as far as law allows) is to regulate the use of a Lot where the Lot is subject to a Short-term rental accommodation arrangement by the person who has the Lot as their principal place of residence.

PART 2  
DEFINITIONS & INTERPRETATION

2.1 Definitions



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

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

- (a) Administration Fee means any administrative, cleaning, maintenance or any other costs and expenses incurred by the Owners Corporation from time to time arising out of or in connection with an Owner or occupier using their Lot for a Short-term rental accommodation arrangement.
- (b) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) Bond means a once off payment in the amount of \$1,000.00, or another amount determined by the strata committee, payable by an Owner or occupier to the Owners Corporation for using or allowing their Lot to be used for a Short-term rental accommodation arrangement. If an amount is determined by the strata committee, it shall notify the Owner or occupier as to the amount payable prior to the Owner or occupier using their Lot for a Short-term rental accommodation arrangement. The Bond may be in the form of a bank guarantee.
- (d) Scheme means the strata scheme known as The Owners - Strata Plan No 94064.
- (e) Short-term rental accommodation arrangement has the same meaning as in section 54A of the Fair Trading Act 1987.

#### 2.2 Interpretation

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

- (a) the singular includes the plural and vice versa; (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes that Owner's invitees, executors, administrators, successors, permitted assigns or transferees;
- (g) a reference to an occupier includes that occupier's invitee;
- (h) to the extent of any inconsistency between the by-laws applicable to the Scheme and this by-law, the provisions of this by-law shall prevail; and
- (i) if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

#### PART 3 PROHIBITION

3.1 Subject to section 137A of the Act, a Lot may not be used for a Short-term rental accommodation arrangement.

3.2 Where an Owner or Occupier uses a Lot as their principal place of residence and intends on using the



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

Lot for a Short-term rental accommodation arrangement then the Owner or Occupier shall comply with the conditions contained in this by-law.

3.3 Notwithstanding any other by-law applicable to the Scheme, the Owners Corporation shall have the following additional powers, authorities, duties and functions in the Scheme on the conditions set out in Part 4.

#### **PART 4**

##### **CONDITIONS FOR USE OF LOT**

4.1 An Owner or Occupier acknowledges and agrees that, if they intend to use their Lot for a Short-term rental accommodation arrangement under the exemption contained in section 137A of the Act (as part of their occupation of the Lot as a principal place of residence), that use may require consent from an Authority.

4.2 An Owner or Occupier who wishes to use their Lot under the exemption contained in section 137A of the Act for a Short-term rental accommodation arrangement must, before entering into any Short-term rental accommodation arrangement for the first time:

- (a) notify the Owners Corporation that they intend on using the Lot for a Short-term rental accommodation arrangement under the exemption;
- (b) seek and provide to the Owners Corporation a copy of any approval from the Authority so allowing the Short-term rental accommodation arrangement;
- (c) if an Occupier, provide to the Owners Corporation the written approval of the Owner to the Occupier using the Lot for a Short-term rental accommodation arrangement;
- (d) provide a report from a suitably qualified expert setting out any additional work health and safety requirements, fire safety requirements, or other requirements or works required to comply with any law, regulation, ordinance or covenant provisions relating to the use of the Lot for Short-term rental accommodation arrangements;
- (e) pay the Bond to the Owners Corporation as a single payment.

4.3 An Owner or Occupier who uses their Lot under the exemption contained in section 137A of the Act for a Short-term rental accommodation arrangement must, after complying with clause 4.2:

- (a) provide a notice to the Owners Corporation specifying the names of any person(s) occupying the Lot under a Short-term rental accommodation arrangement, the period of their occupancy, and the date of anticipated termination of the occupancy for each person pursuant to section 258 of the Act (each time the Lot is used for that purpose);
- (b) maintain the amount of the Bond to the amount specified or determined by the Strata Committee, where the amount of the Bond is reduced below that amount for any reason (including but not limited to as a result of clause 4.10 or 4.11 of this by-law).

4.4 An Owner or occupier must ensure that their respective Lot is not used for any purpose that:

- (a) is a prohibited use under any planning instrument, ordinance, or law administered by any Authority associated with Short-term rental accommodation arrangements;
- (b) is a use prohibited by law; and
- (c) is not in accordance with the Fair Trading Act 1987 including the code of conduct as may be established thereunder.



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

4.5 Where there is any work required to the Scheme or common property in order for the use of a particular Lot to comply with any law, regulation, ordinance or covenant relating to the use for Short-term rental accommodation arrangements then the Owner or Occupier shall be liable for all works and associated costs on an indemnity basis and shall not use the Lot for that purpose until such time as all works have been completed to the satisfaction of the Owners Corporation (which may require a by-law as contemplated by section 143 of the Act).

4.6 An Owner or Occupier must not advertise, or permit or authorise any agent, servant or contractor to advertise, that the Lot is available for the purpose of a use contrary to this by-law.

4.7 An Owner or Occupier must, at the time of entering into any permitted Short-term rental accommodation arrangement with another person, provide a copy of the by-laws of the Scheme including this by-law to that other person and must ensure that other person complies with this by-law and all of the by-laws for the Scheme.

4.8 The Owners Corporation, Strata Committee or strata managing agent may serve a notice on an Owner or Occupier requiring that person to provide evidence sufficient to prove the Lot(s) so owned or occupied is/are not being used for a use prohibited by or in breach of this by-law or any law.

4.9 If an Owner or Occupier fails to comply with this by-law, the Owners Corporation or Strata Committee may do any one or more of the following for the protection of the Owners Corporation:

- (a) without notice deactivate or cancel any security keys, fobs, access cards or other devices provided by the Owners Corporation to the Owner or Occupier to access the common property;
- (b) refuse to reactivate or reinstate any security keys, fobs, access cards or other devices provided by the Owners Corporation to access the common property until such time as the Owner or Occupier has complied with the by-law;
- (c) refer the Owner to any relevant Authority.

4.10 An Owner or Occupier shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to an Owner or Occupier failing to comply with this by-law or the use of a Lot for a Short-term rental accommodation arrangement.

4.11 Subject to any breach of this by-law and upon satisfaction by the Owners Corporation of the compliance by an Owner or Occupier and any person occupying their Lot under a Short-term rental accommodation arrangement with this by-law in its entirety, the Owners Corporation shall refund the Bond to the Owner or Occupier, less any costs incurred by the Owners Corporation, including the Administration Fee, for or in connection with a breach of this by-law.

## **6 Common Property - Lot 78**

**Registration Date: 07/03/2023**

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 Major 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 Major Works, subject to the terms and conditions contained in this by-law.



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

#### Part 2

##### APPLICATION OF SPECIAL BY-LAW

The provisions of Parts 2 and 3.2-3.12 (inclusive) of Special By-law/Bylaw No. < 6 > Major and Minor Works Approval Programme are adopted for the purposes of this by-law with the exception of the addition of the definition of "Plans" (where applicable) and the amendment of the definition of "Major Works", "Owner" and "Lot" as follows:

#### Part 3

##### DEFINITIONS

In addition to the definitions in Part 2 of Special By-law/By-law < > Major and Minor Works Approval Programme, the following definitions are also adopted:

"Lot" means lot 78 in Strata Plan No 94064.

"Major Works" means the following works to the Lot and the common property:

- (i) renovation of the existing bathroom with no changes to be made to the existing layout;
- (ii) removal of existing fixtures, fittings and accessories in the bathroom of the Lot including floor and wall tiles;
- (iii) installation of new waterproofing membrane to the floor and walls in accordance with the relevant Australian Standards;
- (iv) installation of new shower recess in the same location as existing;
- (v) installation of new floor and wall tiles;
- (vi) installation of new fixtures, fittings and accessories including but without limitation new lighting, toilet, vanity, tapware, cabinets, towel rails, toilet roll holder;
- (vii) replace existing exhaust fan and ducting (if required) to provide improved ventilation to the bathroom of the Lot;
- (viii) all associated plumbing and electrical work;
- (ix) any ancillary works in relation to the above; and
- (x) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the provisions of this by-law.

"Owner" means the owner or owners for the time being of the Lot.

#### Part 4

##### CONDITIONS

The Owner must comply with any conditions set out by the Owners Corporation in relation to the Major Works.

These conditions include:

The Owner must complete the Major Works within 3 months of commencement. If the Owner has not completed the Major Works within 3 months of commencement the Owners Corporation will issue the Owner with a "Notice to Complete" which records that the Major Works must be completed within 21 days of the date of the Notice to Complete; and if the Major Works have not been completed within 21 days of the date of the Notice to Complete the Owners Corporation may retain part of the Owner's bond at a rate of \$10.00 per day from the expiry of the 21 day notice period until such time as the Major Works are completed.

## **7 Enforcement of By-Laws**

### **Registration Date: 16/02/2024**

#### Compliance with By-Laws

Each Owner, Occupier and Permitted Person must, at their own expense and in a timely fashion, perform and observe the By-Laws for the scheme and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the scheme.

#### Enforcing a By-Law

a) The Owners Corporation may rectify any damage or non-compliant action caused by an Owner or Occupier to a Lot or the Common Property or that an Owner or Occupier is responsible for that is in contravention of the Act or



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

the By-Laws..

- b) The Owners Corporation, including where permitted by its Strata Committee and Strata Manager:
- I. may enforce a By-Law in accordance with the Act.
  - II. may issue notices or letters (Breach Letter) to an Owner or Occupier informing them of a breach of the By-Laws for the scheme.
  - III. may issue a 'Notice to Comply' pursuant to Section 146 of the Act for non-compliance of the By-Laws and notices of the same.
  - IV. may seek a monetary penalty pursuant to Section 147 of the Act for a breach of a 'Notice to Comply'.
- c) Unless instructed by the Strata Committee, the Owners Corporation will not be involved in a dispute between the Owners and/or Occupants of two lots.

#### Owners Corporation Right to Remedy Breach

Where the Owner or Occupier of a Lot is responsible for a breach of a By-Law, the Owners Corporation reserves the right to recover its reasonable costs flowing from that breach, including the following:

- a) Recovery of the fee charged by the Strata Manager to the Owners Corporation, as set out in the agency agreement, for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a second time (the first notification will bear no Administrative Fee).
- b) Recovery of the fee charged by the Strata Manager to the Owners Corporation, as set out in the agency agreement for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a third time.
- c) Recovery of the fee charged by the Strata Manager to the Owners Corporation, as set out in the agency agreement for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Act by issuing a notice to comply with a By-Law.

Any such costs recoverable by the Owners Corporation from a Lot Owner may be applied to the Lot's general ledger for the purposes of determining if that owner is an unfinancial owner as (defined in s4 of the Act). Where a recoverable amount has been charged to or may be recovered from a Lot Owner pursuant to this By-law, that Lot Owner may apply to the Owners Corporation or Strata Committee that the charge be reduced or waived. The Owners Corporation may reduce or waive that fee or require it to stand, in its absolute discretion.

#### Definitions

The following terms are defined to mean:

- 'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.
- 'Lot' means any Lot in the Strata Plan.
- 'Owner' means the owner/s of the Lot.
- 'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.
- 'Responsible Person' means, at the Owners Corporation's discretion, any person in breach of the Act or provisions of this by-law.
- 'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.
- 'Strata Manager' means the Strata Managing Agent for the Owners Corporation.
- 'the Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

## **8 Lot Owner Charges**

**Registration Date: 16/02/2024**

#### Introduction

The intent of this By-Law is to provide the Owners Corporation with a mechanism to recover the reasonable expenses incurred by the Owners Corporation when addressing administrative and other issues on behalf of individual Lot Owners.



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

#### Lot Owner Obligations & Rights

a) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any Administrative Charges, which directly relate to their Lot or their actions or inactions, and which may be set out in the agency agreement, which are charged to the Owners Corporation, including the following:

- I. Tenant updates to the Strata Roll pursuant to Section 258 of the Act and reminders for failing to send tenant updates in accordance with the Act.
  - II. Administrative Fees imposed to arrange afterhours emergencies.
  - III. Administrative fees charged by the Strata Manager as set out in the agency agreement for attending to by-law complaints
  - IV. Fines for the late submission of the A.F.S.S. caused by an Owner's tenant refusing to allow access needed to complete the A.F.S.S. inspection.
  - V. Additional Inspection Fees to gain access to a Lot during the A.F.S.S. (except for the initial inspection).
  - VI. Security key and key fob/swipe issue, replacement and Administration Fees.
  - VII. Arrears Fees and Debt Collection Charges for the recovery of overdue Levies.
  - VIII. Levy Notice Postage Fees.
  - IX. Arranging repairs and maintenance for Lot property items.
  - X. Animal request Application Fees, including the addition of approved animals to a pet register where applicable.
  - XI. Renovation request Application Fees, including the addition of the renovations to a register where applicable.
  - XII. Costs for defending an adjudication, tribunal or other legal application made by a Lot Owner (unless the Lot Owner is successful) and the costs of Debt Recovery action initiated by the Owners Corporation or the Owners Corporation's agents.
  - XIII. Any other Administrative Fee in relation to the management, administration, control, use or enjoyment of the lots on the common property and lots of the strata scheme, as deemed reasonable by the Strata Committee.
- b) Any Administration Fee charged by the Owners Corporation under this by-law to or recoverable from a Lot Owner shall be considered as an amount recoverable by the Owners Corporation from the relevant Lot Owner for the purposes of determining if that owner is an unfinancial owner as (defined in s4 of the Act). Where a recoverable amount has been charged to or may be recovered from a Lot Owner pursuant to this By-law, that Lot Owner may apply to the Owners Corporation or Strata Committee that the charge be reduced or waived. The Owners Corporation may reduce or waive that fee or require it to stand, in its absolute discretion.

#### Owners Corporation Obligations & Rights

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- a) The Owners Corporation shall have the power to recover all costs outlined above from a Lot Owner as a Debt.
- b) The Owners Corporation must serve upon the Owner a written notice of the amount that is payable.
- c) The Owners Corporation may charge interest at 10%p.a upon any amount owing under this By-Law.
- d) The Owners Corporation may initiate Debt Recovery proceedings for any amount owing under this By-Law.
- e) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

#### Definitions

The following terms are defined to mean:

'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

'Lot' means any Lot in the Strata Plan.

'Owner' means the Owner/s of the Lot.

'Occupier' means the Occupier of a Lot.

'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.

'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.

'The Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

'Works' means any repair, maintenance, replacement or refurbishment undertaken at the Strata Scheme.



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

#### **9 Levying of Debt Collection Expenses**

**Registration Date: 16/02/2024**

##### **PART 1 - Preamble**

(i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.

(ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the strata committee that are incurred during the debt recovery process.

(iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

##### **PART 2 - Definitions & Interpretation**

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

'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.

'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of the strata committee for the pursuit of levy arrears or debt recovery against a lot owner.

'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

'Lot' means any lot in the strata plan.

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme

'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.

'Reasonable expenses of the strata committee' means expenses that may approved by the strata committee at a properly convened executive committee meeting from time to time.

'The Act' means the Strata Schemes Management Act 2015.

2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

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

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

##### **PART 3 - Powers, Duties and Obligations of the Owners Corporation**

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;

(ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;

(iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

(v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

(vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

#### PART 4 - Owners Right of Appeal

(i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.

#### **BL4 Parking By-Law amended as follows:**

**Registration Date: 07/03/2023**

#### PART 1

##### PREAMBLE

1.1 This by-law is made pursuant to Division 2 of Part 7 of the Strata Schemes Management Act 2015.

1.2 The purpose of this by-law is to regulate Visitor Parking on the Common Property.

#### PART 2

##### DEFINITIONS & INTERPRETATION

2.1 The definitions in By-law 1 (Definitions) of the strata scheme apply to this by-law and, unless the context otherwise requires:

(a) Car Parking Fee means the amount of \$100.00, or an amount as otherwise determined from time to time by the Owners Corporation, acting reasonably, for the costs and expenses incurred by the Owners Corporation for and in connection with the parking of a motor or other vehicle on Common Property including in Visitor Parking in contravention of this by-law, including but without limitation the costs of issuing notices for a contravention of this by-law and the costs of towing or removal of a motor or other vehicle from the Common Property including the Visitor Parking.

(b) Motorcycle Parking means that part of the Common Property located in the basement of the Building that is designated as parking for a scooter or motorcycle.

(c) Visitor means a bona fide guest or invitee including a contractor (for example, a tradesperson or removalist) of an Owner or Occupier, but does not include an Owner or Occupier.

(d) Visitor Parking means that part of the Common Property in the Scheme designated as visitor parking and includes without limitation visitor parking that is also disabled parking.

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) a reference to the Owners Corporation includes any member of the strata committee or any person authorised by the Owners Corporation from time to time;

(e) references to legislation include references to amending and replacing legislation;

(f) to the extent of any inconsistency between the by-laws applicable to the Scheme and this by-law, the provisions of this by-law shall prevail; and

(g) if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

#### PART 3

##### GRANT OF RIGHT

3.1 In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the Owners Corporation shall have the following powers, authorities, duties and functions in relation to regulating parking in the Scheme subject to the conditions under this by-law:

(a) the power to regulate parking including the use of and access to Common Property for parking, including Visitor Parking for the parking of Visitors in the Scheme;



## Strata Plan 94064

### 5 BIDJIGAL ROAD ARNCLIFFE

---

- (b) the power to wheel clamp an Owner's, Occupier's or Visitor's motor or other vehicle parked or left in contravention with this by-law;
- (c) the power to enter into arrangements with third parties (including vehicle towing services) to tow or remove motor or other vehicles that are parked or left in contravention of this by-law;
- (d) the power to charge the Car Parking Fee; and
- (e) the power to erect signage in the Scheme regarding parking including but without limitation signage advising that motor or other vehicles parked or left in contravention of this by-law will be removed from the Scheme or wheel clamped.

#### PART 4

##### CONDITIONS

- 4.1 An Owner or Occupier of a Lot must, within 21 days of receipt of a request from the Owners Corporation, provide the Owners Corporation with the make, model and registration number for all motor or other vehicles being parked by the Owner or Occupier in the Scheme.
- 4.2 An Owner or Occupier of a Lot must only park their motor or other vehicle in the car space of their Lot or, in the case of their scooter or motorcycle that is not parked in the car space of their Lot, in Motorcycle Parking.
- 4.3 With the exception of Motorcycle Parking, an Owner or Occupier of a Lot must not park or stand or cause or permit to park or stand, a motor or other vehicle upon any part of the Common Property including in the Visitor Parking at any time, except with the prior written approval of the Owners Corporation.
- 4.4 An Owner or Occupier of a Lot must not at any time park a boat, caravan or other similar item, or keep any goods or materials of any kind (for example, but without limitation, any furniture, boxes or rubbish, tyres/wheels, oils, fuels, coolants) in the car space of their Lot.
- 4.5 An Owner or Occupier of a Lot may only park their motor or other vehicle in the car wash bay located in the basement of the Building temporarily and for a period of no longer than two hours in any 7 day period and only for the purposes of washing their motor or other vehicle.
- 4.6 An Owner or Occupier of a Lot must not (and must ensure their Visitor does not), at any time, except with the prior written approval of the Owners Corporation, connect any device, equipment or similar (including but without limitation an electric vehicle charger) to or use the common property electricity for their own personal use.
- 4.7 An Owner or Occupier of a Lot shall not cause or permit their Visitor to park or stand a motor or other vehicle upon the Common Property (excluding the Visitor Parking) at any time.
- 4.8 Subject to the development consent for the Scheme, the requirements of any Authority, or any law, an Owner or Occupier of a Lot must not permit any person who is not an Owner or Occupier of a Lot, including a Visitor, to park a motor or other vehicle in the car space of their Lot except on a temporary and non-recurring basis.
- 4.9 An Owner or Occupier of a Lot shall not cause or permit their Visitor to park or stand a motor or other vehicle in the Visitor Parking for more than 12 hours in any 7 day period, except with the prior written approval of the Owners Corporation.
- 4.10 An Owner or Occupier of a Lot shall not give any person a key or Security Key to the Building for the purpose of allowing that person to park or stand a motor or other vehicle upon the Visitor Parking or do anything that is in contravention of this by-law or any other by-law in this Scheme.
- 4.11 An Owner or Occupier of a Lot shall not repair, or allow to be repaired (including by a Visitor), a motor or other vehicle upon any part of the Common Property including in the Visitor Parking at any time, except with the prior written approval of the Owners Corporation or in the case of an emergency where the vehicle requires roadside assistance in order to allow the vehicle to be operated (for example, due to a flat battery or flat tyre).
- 4.12 An Owner or Occupier of a Lot must comply and ensure that their Visitor also complies with the terms of this by-law, the by-laws applicable to the Scheme and any reasonable conditions, directions or requirements of the Owners Corporation, or any Authority. The Owner of a Lot must also ensure that the Occupier of their Lot complies with this by-law.
- 4.13 Each Owner and Occupier acknowledges and agrees that, in relation to the use by their Visitor of Visitor Parking in the Scheme:
  - (a) the use of Visitor Parking is at their Visitor's own risk and cost; and
  - (b) the Owner or Occupier and/or their Visitor are liable for any loss of, or damage to, any motor or other vehicle parked in Visitor Parking, however such loss or damage may be caused; and



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

(c) except to the extent caused or contributed to by the negligence of the Owners Corporation, the Owners Corporation is not liable for any loss of, or damage to, any motor or other vehicle parked in Visitor Parking, however such loss or damage may be caused.

Procedure where a motor or other vehicle is parked or standing on Common Property including in Visitor Parking in contravention of this by-law

4.14 If a motor or other vehicle is parked or standing on Common Property including in Visitor Parking in contravention of this by-law the following procedure applies:

(a) The Owners Corporation shall first place a notice in a form approved by the strata committee on the motor or other vehicle parked or standing on the Common Property including in Visitor Parking by an Owner or Occupier or their Visitor in breach of this by-law, advising the Owner, Occupier or their Visitor that the motor or other vehicle is being parked or is standing on Common Property including in Visitor Parking in contravention of this by-law and warning that, if the motor or other vehicle is parked or left standing on Common Property including in Visitor Parking on a second occasion in contravention of this by-law, the Owners Corporation shall issue an additional notice and may charge the Car Parking Fee for that additional notice and may tow or remove the motor or other vehicle from the Scheme without further notice.

(b) If an Owner or Occupier or their Visitor parks a motor or other vehicle on Common Property including in Visitor Parking on a second occasion in contravention of this by-law after the Owners Corporation has placed the notice in clause 4.14(a) of this by-law on the motor or other vehicle, the Owners Corporation shall issue an additional notice and shall charge the Car Parking Fee for such additional notice that it issues under this clause to the offending Owner or Occupier.

(c) If an Owner or Occupier or their Visitor continues to park their motor or other vehicle on Common Property including in Visitor Parking in contravention of this by-law, the Owners Corporation may, in addition to charging the Car Parking, do any of the following:

- (i) wheel clamp the offending motor or other vehicle; or
- (ii) tow and/or remove that motor or other vehicle to another lawful location.

Motor or other vehicle towing/removal

4.15 An Owner or Occupier of a Lot acknowledges and agrees that:

(a) if they park or stand their motor or other vehicle on the Common Property or allow their Visitor to park or stand their motor or other vehicle on the Common Property or in Visitor Parking in contravention of this by-law, they consent and their Visitor consents to the wheel clamping, towing and/or removal of that motor or other vehicle under the terms contained in this by-law and in section 651C of the Local Government Act 1993;

(b) if a motor or other vehicle is wheel clamped, towed and/or removed pursuant to this by-law, then they:

- (i) indemnify and shall keep indemnified the Owners Corporation for all the reasonable costs incurred by the Owners Corporation in relation to the wheel clamping, removal and/or storing of the motor or other vehicle;
- (ii) agree that an agreement pursuant to section 651C(2)(d) of the Local Government Act 1993 has been made and is in force; and
- (iii) indemnify and shall keep indemnified the Owners Corporation for any loss or damage caused (including to the motor or other vehicle) as a result of any action to the motor or other vehicle under this by-law.

Erecting signage

4.16 If the Owners Corporation erects signage regulating the parking or standing of motor or other vehicles in or on the Common Property including in the Visitor Parking, every Owner and Occupier of a Lot must comply with those signs and must procure that their Visitors comply with those signs, in default of which the Owner or Occupier of the Lot will be responsible for their or their Visitor's breach of this by-law and will be liable to pay the reasonable costs of the Owners Corporation in enforcing this by-law.

#### **PART 5**

##### **DEFAULT BY OWNER OR OCCUPIER**

5.1 If an Owner or Occupier of a Lot fails to comply with any obligation under this by-law,:

- (a) the Owners Corporation may request, in writing, that the Owner or Occupier complies with the terms of this by-



## **Strata Plan 94064**

### **5 BIDJIGAL ROAD ARNCLIFFE**

---

law and the Owner or Occupier must take all reasonable steps to comply with the Owners Corporation's request;

(b) without prejudice to any other rights (including under sections 146 and 147 of the Act), the Owners Corporation may carry out any reasonable work or take any reasonable steps necessary to rectify the Owner's or Occupier's breach of this by-law, including wheel clamping or towing and/or removal of a Vehicle;

(c) the Owner and Occupier must, jointly and severally, indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any reasonable work or take any reasonable steps necessary to rectify the Owner's or Occupier's breach of this by-law; and

(d) the Owners Corporation may recover from the Owner and Occupier, jointly and severally, as a debt in a court of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's or Occupier's breach of this by-law and the Owners Corporation administering and enforcing this by-law, including but not limited to the Car Parking Fee, interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

#### **BL18 Keeping of Animal amended as follows:**

##### **Registration Date: 02/03/2022**

(a) Subject to section 139(5) of the Act, an Owner or Occupier must not, without the written consent of the Strata Committee, keep any animal on its Lot or on Common Property.

(b) A request for written consent of the Strata Committee must include:

- (i) details of the type and size (including weight) of the animal, and
- (ii) a photograph of the animal, and consent will not be granted for an animal other than a:
  - (i) cat, or
  - (ii) dog (other than a dangerous dog as defined in the Companion Animals Act 1998), or
  - (iii) caged bird, and/or
  - (iv) fish in a secure aquarium, or
  - (v) any other small animal approved by the Strata Committee.

(c) An Owner or Occupier must ensure that its cat or dog is vaccinated and micro chipped, registered with the local council and its registration number is given to the Owners Corporation before and while it is kept on the Owner's or Occupier's Lot.

(d) An Owner and Occupier must ensure that its cat, dog or bird:

- (i) is kept within the Lot whenever practicable
- (ii) is carried, leashed, caged or otherwise kept under control when on the Common Property
- (iii) is prevented from fouling the Common Property and that any such fouling is immediately removed, and
- (iv) does not interfere with the peaceful enjoyment of another Owner or Occupier of a Lot in the Scheme, or damage the Common Property or the property of another Owner or Occupier and that any such damage must immediately be made good at no cost to the Owners Corporation.

(e) Any animal found on the Common Property that is not carried, leashed, caged or otherwise accompanied by an Owner, Occupier or visitor at all times while on the Common Property, may be removed at that time from the Common Property to the RSPCA or similar facility without the need for prior investigations as to ownership and without any duty to recompense an Owner, Occupier or visitor to the Scheme any associated costs, including but not limited to any costs associated with the animal's recovery.

(f) If three or more substantiated complaints about an animal's behaviour are made within a consecutive sixty day period by another Owner or Occupier of a Lot, the Strata Committee is entitled to rescind its consent by way of written notice to the Owner or Occupier, following which the animal must be removed from the Lot and the Scheme within seven days.



A handwritten signature in black ink, appearing to be 'Anita Dalag'.

**By-Laws**

Electronic signature of me, Anita Dalag,  
affixed by me, on 16/02/24 at 11:10 AM  
Property & Stock Agent Act 2002 Licence No  
867112

**Strata Plan 94064**  
**5 BIDJIGAL ROAD ARNCLIFFE**

---

(g) Nothing in this by-law overrides the operation of the Companion Animals Act 1998.



Form: 15CH  
Release: 2.3

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

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

Strata Schemes Management Act 2015  
Real Property Act 1900

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

(A) TORRENS TITLE

For the common property CP/SP 94064
--

(B) LODGED BY

<b>573X</b>	Document Collection Box	Name		<b>CODE CH</b>		
		Company	NETWORK STRATA SERVICES			
		Address	PO BOX 265 HURSTVILLE BC NSW 1481			
		E-mail	admin@netstrata.com.au		Contact Number	1300 638 787
		Customer Account Number	123421L		Reference	94064

- (C) The Owner-Strata Plan No. 94064 certify that a special resolution was passed on 5/12/2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special By-Law 7,8,9
- Amended by-law No. NOT APPLICABLE
- as fully set out below :



- (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. 94064 was affixed on 16/2/2024 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :  **Electronic signature of me, Anita Dalag, affixed by me, on 16/02/24 at 11:10 AM**  
**Property & Stock Agent Act 2002 Licence No 867112**

Name : ANITA DALAG- NETSTRATA

Authority : Appointed Managing Agent

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Authority : \_\_\_\_\_

**Owners Corporation Consent**

Strata Scheme No 94064

Date 16 February 2024

CP/SP 94064

**Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 94064**

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 94064 by section 273 Strata Schemes Management Act 2015.

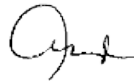
I Consent to the registration of the following documents that have been lodged over the Land:

- Registration of Change of By-Laws and Consolidation of Registered By-Laws.
- Approved Form Change of By-Laws, Consolidation of Registered By-laws Plans & diagrams

Regards

**Attestation**

The seal of The Owners - Strata Plan No 94064 was affixed on 16/02/24 in the presence of the person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.



Signature:..... Name: Anita Dalag (Netstrata) Authority: Appointed Strata Agent  
Electronic signature of me, Anita Dalag, affixed by me, on 16/02/24 at 11:10 AM  
Property & Stock Agent Act 2002 Licence No 867112

^ Insert appropriate date



“WARNING”

**THIS CONSENT IS NOT A SUBSTITUTE FOR AN APPROVED FORM IF REQUIRED TO BE LODGED**

3 September 2024

Our Ref: Certificate No. 79546  
Contact: Customer Service 1300 581 299

InfoTrack Pty Ltd  
GPO BOX 4029  
SYDNEY NSW 2001

Dear Sir/Madam

Following is your planning certificate issued under section 10.7 (2) of the Environmental Planning and Assessment Act 1979.

This Section 10.7 Certificate has been issued by Bayside Council. Information contained within this Certificate is based on data from Council's records as they existed at the date of this Certificate.

Should you have any enquiries, please contact the Council's Customer Service Centre on 1300 581 299.

## SECTION 10.7 PLANNING CERTIFICATE

(under section 10.7 of the Environmental Planning and Assessment Act 1979)

### ISSUED TO:

InfoTrack Pty Ltd  
GPO BOX 4029  
SYDNEY NSW 2001

Council: Bayside  
County: Cumberland  
Parish: St George

Fee: 69.00  
Receipt No: 5673637  
Receipt Date: 3 September 2024  
Your Ref: 01629724-KYKKYK:93075

### PROPERTY: 408/5 BIDJIGAL ROAD, ARNCLIFFE NSW 2205

Lot 82 SP 94064

FI-082

Assessment No: 89451

**Date: 3 September 2024**



For  
Meredith Wallace  
**General Manager**

**Rockdale Customer Service Centre**  
444-446 Princes Highway  
Rockdale NSW 2216, Australia  
ABN 80 690 785 443

**Eastgardens Customer Service Centre**  
Westfield Eastgardens  
152 Bunnerong Road  
Eastgardens NSW 2036, Australia  
ABN 80 690 785 443

**T 1300 581 299 | 02 9562 1666**  
**E [council@bayside.nsw.gov.au](mailto:council@bayside.nsw.gov.au)**  
**W [www.bayside.nsw.gov.au](http://www.bayside.nsw.gov.au)**

**Postal address:** PO Box 21, Rockdale NSW 2216



This page is intentionally left blank

**Notes:** (1) Where this certificate refers to a specific allotment (or allotments) within a strata plan the certificate is issued for the whole of the land within the strata plan, not just the specific allotment or allotments referred to, and any information contained in the certificate may relate to the whole or any part of the strata plan.

**1 Names of relevant planning instruments and development control plans**

**(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.**

Bayside Local Environmental Plan 2021

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

Bayside Development Control Plan 2022

**(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.**

State Environmental Planning Policy	(Housing) Amendment (Manufactured Home Estates, Caravan Parks and Camping Grounds) 2023
State Environmental Planning Policy	Explanation of Intended Effect Amendments to the: State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for outdoor dining on private land and at registered clubs; and Standard Instrument – Principal Local Environmental Plan 2006 to include a new floor space bonus clause for new developments to include music venues

**Explanation of Intended Effect: Changes to Create Low and Mid-Rise Housing**

The NSW Department of Planning, Housing and Infrastructure (DPHI) have placed on public exhibition an Explanation of Intended Effect (EIE) for a series of proposed reforms, which seek to:

- Allow Dual Occupancies to be permitted with consent across R2 Low Density Residential zones,
- Allow Manor Houses and Multi-Dwelling Housing to be permitted with consent in R2 Low Density Residential zones within station and town centre precincts,
- Allow Residential Flat Buildings to be permitted with consent in R3 Medium Density Residential zones within station and town centre precincts, and
- Provisions which limit the ability of Council to restrict the height, floor space, minimum lot size and lot width of these development types.

The EIE defines *station and town centre precincts* as land within 800m walking distance of: i) rail / light rail stations, ii) land zoned E2 Commercial Centre, and iii) certain areas zoned E1 Local Centre or MU1 Mixed Use. These provisions are quite complex, and it is recommended that you visit the DPHI website (listed below) to better understand how this might affect a particular property. DPHI can also be contacted via email: [housingpolicy@planning.nsw.gov.au](mailto:housingpolicy@planning.nsw.gov.au).

For more information and to provide feedback, access the DPHI website, available here:

<https://www.planning.nsw.gov.au/policy-and-legislation/housing/diverse-and-well-located-homes>

The exhibition concluded on **Friday 23 February 2024**.

### **Planning Proposal – Housekeeping and Other Amendments to *Bayside Local Environmental Plan 2021***

On 16 October 2023, a Planning Proposal was placed on public exhibition which seeks to make general housekeeping and other amendments to the *Bayside Local Environmental Plan* (LEP) 2021, which was made 27 August 2021.

As the LEP was not a comprehensive review, rather a consolidation, harmonisation and alignment of the Rockdale LEP 2011, Botany Bay LEP 2013 and Botany LEP 1995, this housekeeping amendment aims to rectify administrative errors resulting from the consolidation process, update currency of information provided, and alter controls of a single Council owned site.

The Planning Proposal and exhibition materials can be found on Bayside Council's Have Your Say page.

The exhibition period concluded on **10 November 2023**.

### **Explanation of Intended Effect: Improving Planning Processes to Deliver Infrastructure Faster**

The NSW Department of Planning, Housing and Infrastructure (DPHI) have placed on public exhibition an Explanation of Intended Effect (EIE) for a series of proposed reforms, which propose changes to:

- *State Environmental Planning Policy (Transport and Infrastructure) 2021* (T&I SEPP); and
- *State Environmental Planning Policy (Planning Systems) 2021* (Planning

Systems SEPP).

Proposed changes to the T&I SEPP

Changes are proposed to the following sections of the T&I SEPP:

Educational establishments; Health services facilities; National Parks and Wildlife Service Land; Electricity generating works and solar energy; Greater Sydney Parklands; Emergency services facilities; Water treatment facilities; Water storage facilities; Infrastructure in coastal areas; Demolition of buildings; Temporary structures on parks and other public reserves; Electric vehicle charging units; Research and monitoring stations; Three ports planning controls; Moorebank Freight Intermodal Precinct; Australian Botanic Gardens – Mount Annan; Other changes, including a proposed restructure of the SEPP.

The proposed changes aim to:

- make it easier to deliver infrastructure at the right time, including speeding up projects that benefit the community, create jobs and support economic growth;
- do so in a way that protects residential amenity, the environment and heritage items from any impacts of this deliver;
- help ensure a consistent approach between different infrastructure activities with similar characteristics and impacts; and
- improve the usability of the SEPP.

Proposed changes to the Planning Systems SEPP

A proposed amendment to the Planning Systems SEPP alters the planning approval pathways for Water Treatment Facilities. The proposed change seeks to deliver essential infrastructure more efficiently while maintaining an appropriate level of environmental assessment.

DPHI is exhibiting this EIE in line with its Community Participation Plan, which aims to involve more people in decisions about the NSW planning system.

For more information and to make a submission on the proposed changes please visit the Have your say website on the NSW Planning Portal, available here:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/explanation-intended-effect-improving-planning-processes-deliver-infrastructure-faster>

The exhibition period concluded on **Tuesday 16 April 2024**.

**Explanation of Intended Effect: Complying Development for Farm Buildings, Rural Sheds and Earthworks**

The NSW Department of Planning, Housing and Infrastructure (DPHI) have placed on public exhibition an Explanation of Intended Effect (EIE) for changes to the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

The changes include allowing some Complying Development Codes to apply to land identified as Acid Sulfate Soils Class 2 if a suitably qualified expert certifies that an Acid Sulfate Soils Management Plan is not required. This change would affect several Complying Development Codes that presently apply within Bayside, including the:

- Housing Code,
- Low Rise Housing Diversity Code, and
- Industrial and Business Buildings Code

Further changes are proposed, but these are not expected to apply to any land in the Bayside LGA. The exhibition period concluded on Friday **14 June 2024**.

For more information and to provide feedback to DPHI, please access the consultation website on the NSW Planning Portal here:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/proposed-changes-complying-development-farm-buildings-rural-sheds-and-earthworks>

No draft Development Control Plan applies to the land.

- (3) **Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—**
- (a) **it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or**
  - (b) **for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.**
- (4) **In this section—**  
*proposed environmental planning instrument* means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

## **2 Zoning and land use under relevant planning instruments**

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

- (a) **the identity of the zone, whether by reference to—**
  - (i) **a name, such as “Residential Zone” or “Heritage Area”, or**
  - (ii) **a number, such as “Zone No 2 (a)”,**
- (b) **the purposes for which development in the zone—**
  - (i) **may be carried out without development consent, and**
  - (ii) **may not be carried out except with development consent, and**
  - (iii) **is prohibited,**

The following zone or zones apply under the environmental planning instrument or draft environmental planning instrument referred to in section 1(1):

### **Zone R4 High Density Residential**

#### **1 Objectives of zone**

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure land uses are carried out in a context and setting to minimise impact on the character and amenity of the area.
- To enable residential development in accessible locations to maximise public transport patronage and encourage walking and cycling.

**2 Permitted without consent**

Home-based child care, Home occupations

**3 Permitted with consent**

Attached dwellings; Bed and Breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health services facilities; Home businesses; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Shop top housing; Water recycling facilities; Water supply systems

**4 Prohibited**

Any other development not specified in item 2 or 3

**(c) whether additional permitted uses apply to the land,**

**No additional permitted uses** apply to the land.

**(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,**

**No development standards apply** to the land that fixes minimum land dimensions for the erection of a dwelling house.

---

**Note:** The above information does not imply that the erection of a dwelling-house is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.

---

**(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,**

The land **is not** in an area of outstanding biodiversity value.

**(f) whether the land is in a conservation area, however described,**

The land **is not** in a conservation area.

**(g) whether an item of environmental heritage, however described, is located on the land.**

There is **no such item** situated on the land.

**3 Contributions plans**

**(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.**

Wolli Creek and Bonar Street Precincts Urban Renewal Area – Contributions Plan 2019

Rockdale Section 94A Development Contributions Plan 2008

---

**Note:** If land is within the former Rockdale City Local Government Area, the *Rockdale Section 94 Contributions Plan (Amendment No 4)* and *Rockdale Section 94 Contributions Plan 1998* will continue to apply to all Development Applications and applications for Complying Development Certificates made prior to 1 June 2004.

---

- (2) **If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—**
- (a) **the name of the region, and**
  - (b) **the name of the Ministerial planning order in which the region is identified.**

The land is within the Greater Sydney region. The *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024* applies to this land.

- (3) **If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.**

- (4) **In this section—**
- continued 7.23 determination* means a 7.23 determination that—
- (a) **has been continued in force by the Act, Schedule 4, Part 1, and**
  - (b) **has not been repealed as provided by that part.**

The land is not within a special contributions area to which a continued 7.23 determination applies.

---

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

---

#### **4 Complying development**

- (1) **If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.**
- (2) **If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.**
- (3) **If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—**
- (a) **a restriction applies to the land, but it may not apply to all of the land, and**
  - (b) **the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.**
- (4) **If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.**

#### **Housing Code**

Complying development **may be** carried out on the land under the above code.

#### **Inland Code**

Complying development **may be** carried out on the land under the above code.

**Low Rise Housing Diversity Code**

Complying development **may be** carried out on the land under the above code.

**Rural Housing Code**

Complying development **may be** carried out on the land under the above code.

**Greenfield Housing Code**

Complying development **may be** carried out on the land under the above code.

**Industrial and Business Buildings Code**

Complying development **may be** carried out on the land under the above code.

**Housing Alterations Code**

Complying development **may be** carried out on the land under the above code.

**General Development Code**

Complying development **may be** carried out on the land under the above code.

**Industrial and Business Alterations Code**

Complying development **may be** carried out on the land under the above code.

**Container Recycling Facilities Code**

Complying development **may be** carried out on the land under the above code.

**Subdivisions Code**

Complying development **may be** carried out on the land under the above code.

**Demolition Code**

Complying development **may be** carried out on the land under the above code.

**Fire Safety Code**

Complying development **may be** carried out on the land under the above code.

---

**Notes:**

(1) If a reference is made to "part of the land", Complying Development **may be** carried out on the portion of the land not subject to such a restriction.

(2) This certificate only addresses matters raised in Clause 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*. It is your responsibility to ensure that you comply with any other general requirements of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

---

**5 Exempt development**

- (1) **If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.**
- (2) **If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.**
- (3) **If the council does not have sufficient information to ascertain the extent to**

which exempt development may or may not be carried out on the land, a statement that—

- (a) a restriction applies to the land, but it may not apply to all of the land, and
- (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

#### **General Exempt Development Code**

Exempt development **may be** carried out on the land under the above code.

#### **Advertising and Signage Exempt Development Code**

Exempt development **may be** carried out on the land under the above code.

#### **Temporary Uses and Structures Exempt Development Code**

Exempt development **may be** carried out on the land under the above code.

### **6 Affected building notices and building product rectification orders**

- (1) Whether the council is aware that—
  - (a) an affected building notice is in force in relation to the land, or
  - (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
  - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

- (2) In this section—  
*affected building notice* has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.

*building product rectification order* has the same meaning as in the *Building Products (Safety) Act 2017*.

Council **is not aware of an issue** of a notice of intention or order pertaining to building product rectification works (Building Products Safety Act 2017).

### **7 Land reserved for acquisition**

**Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.**

The land **is not affected** by any provision in an environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument that provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

### **8 Road widening and road realignment**

**Whether the land is affected by road widening or road realignment under—**

- (a) the *Roads Act 1993*, Part 3, Division 2, or

The land **is not affected by** any road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*.

**(b) An environmental planning instrument, or**

The land **is not affected by** any road widening or road realignment under any environmental planning instrument.

**(c) A resolution of the council**

The land **is not affected by** any road widening or road realignment under any resolution of the Council.

**9 Flood related development controls**

**(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.**

**Yes** – The land or part of the land **is** within the flood planning area and **is** subject to flood related development controls under the following:

- *Bayside Local Environmental Plan 2021*
- *Bayside Development Control Plan 2022*

**(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.**

**Yes** – The land or part of the land **is** between the flood planning area and the probable maximum flood and **is** subject to flood related development controls under the following:

- *Bayside Local Environmental Plan 2021*
- *Bayside Development Control Plan 2022*

---

**Note:** (1) Further information relating to flooding is available and will be provided in "Advice under Section 10.7 (5)" if a full certificate is purchased from the Council.

---

**Note:**

- (1) The answers above do not imply that the development referred to is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.
- (2) Council is not in a position to identify whether the information provided under section 9 relates to a current or future hazard as defined in Planning Circular PS 14-003.
- 

**(3) In this section—  
flood planning area has the same meaning as in the Flood Risk Management Manual.**

***Flood Risk Management Manual* means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.**

***probable maximum flood* has the same meaning as in the *Flood Risk Management Manual*.**

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

**(1) Whether any of the land is affected by an adopted policy that restricts the**

development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

- (2) In this section—  
**adopted policy** means a policy adopted—  
(a) by the council, or  
(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

#### **Contaminated Land Policy**

Former City of Rockdale Council adopted by resolution a policy on contaminated land that may restrict the development of the land. This policy does not specifically identify the subject land (or any other land) as contaminated. The policy does, however, apply to all land in the former City of Rockdale. This policy is implemented when zoning or land use changes are proposed on lands that have previously been used for certain purposes. Consideration of the Council's adopted policy and the application of provisions under relevant State legislation is warranted.

Clause 6.1 of the Bayside Local Environmental Plan 2021 - Acid Sulfate Soils  
Bayside Development Control Plan 2022 – provisions of Section 3.11 - Contamination

#### **11 Bush fire prone land**

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.
- (2) If none of the land is bush fire prone land, a statement to that effect.

The land is **not** bush fire prone land.

#### **12 Loose-fill asbestos insulation**

If the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

The land is **not** so listed.

#### **13 Mine subsidence**

Whether the land is declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

The land is **not** so proclaimed.

#### **14 Paper subdivision information**

- (1) The name of a development plan adopted by a relevant authority that –  
(a) applies to the land, or  
(b) is proposed to be subject to a ballot.
- (2) The date of a subdivision order that applies to the land.

- (3) **Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.**

The land is **not** so affected.

**15 Property vegetation plans**

**If the land is land in relation to which a property vegetation plan is approved and in force under the *Native Vegetation Act 2003*, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.**

The land is **not** land to which a property vegetation plan applies.

**16 Biodiversity stewardship sites**

**If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.**

**Note—** Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

The land is **not** subject to any such agreement.

**17 Biodiversity certified land**

**If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8, a statement to that effect.**

**Note:** Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

The land is **not** biodiversity certified land.

**18 Orders under *Trees (Disputes Between Neighbours) Act 2006***

**Whether 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, but only if the council has been notified of the order.**

The land is **not** subject to such an order.

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

(1) **If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.**

(2) **In this section—  
*existing coastal protection works* has the same meaning as in the *Local Government Act 1993*, section 553B.**

**Note**— Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

The land **is not** subject to annual charges.

## **20 Western Sydney Aerotropolis**

**Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—**

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

The land **is not** subject to the *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4.

## **21 Development consent conditions for seniors housing**

**If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2).**

The land **is not** subject to any such statement.

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

- (1) **Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—**
  - (a) the period for which the certificate is current, and
  - (b) that a copy may be obtained from the Department.

The land **is not** subject to any such certificate.

- (2) **If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).**

The land **is not** subject to any such statement.

- (3) **Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).**

The land **is not** subject to any such statement.

- (4) **In this section—**  
**former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.**

## 23 Water or sewerage services

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

**Note—** A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to the approvals and licenses necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

Council has not been advised of any water or sewerage services that are, or are to be provided to the land under the *Water Industry Competition Act 2006*. Property purchasers are directed to check the IPART website for further information:

<https://www.ipart.nsw.gov.au/Home/About-IPART/Governing-Legislation/Water-Industry-Competition-Act-2006>

### **Section 59(2) Contaminated Land Management Act 1997**

**Note:** The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

- (a) **that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued;**

Not applicable

- (b) **that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued;**

Not applicable

- (c) **that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued;**

Not applicable

- (d) **that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued; and**

Not applicable

- (e) **that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.**

Not applicable

---

**[End of information under section 10.7 (2)]**

IMPORTANT NOTICE TO PURCHASERS

ALTERATIONS AND ADDITIONS TO BUILDINGS

---

Purchasers are reminded that it is necessary to obtain development consent from the Council prior to carrying out any building alterations or additions, including brick reskinning, replacing windows or internal alterations, or for the demolition of any building, unless the proposed work is specifically exempted by *Bayside Local Environmental Plan 2021* or *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. All other building work does require the Council's approval.

Should you require any information or advice for any building work that you propose to undertake please contact the Council's Customer Service Centre on 1800 581 299.

## LIST OF MATTERS ON WHICH ADVICE WILL BE PROVIDED BY THE COUNCIL UNDER SECTION 10.7 (5)

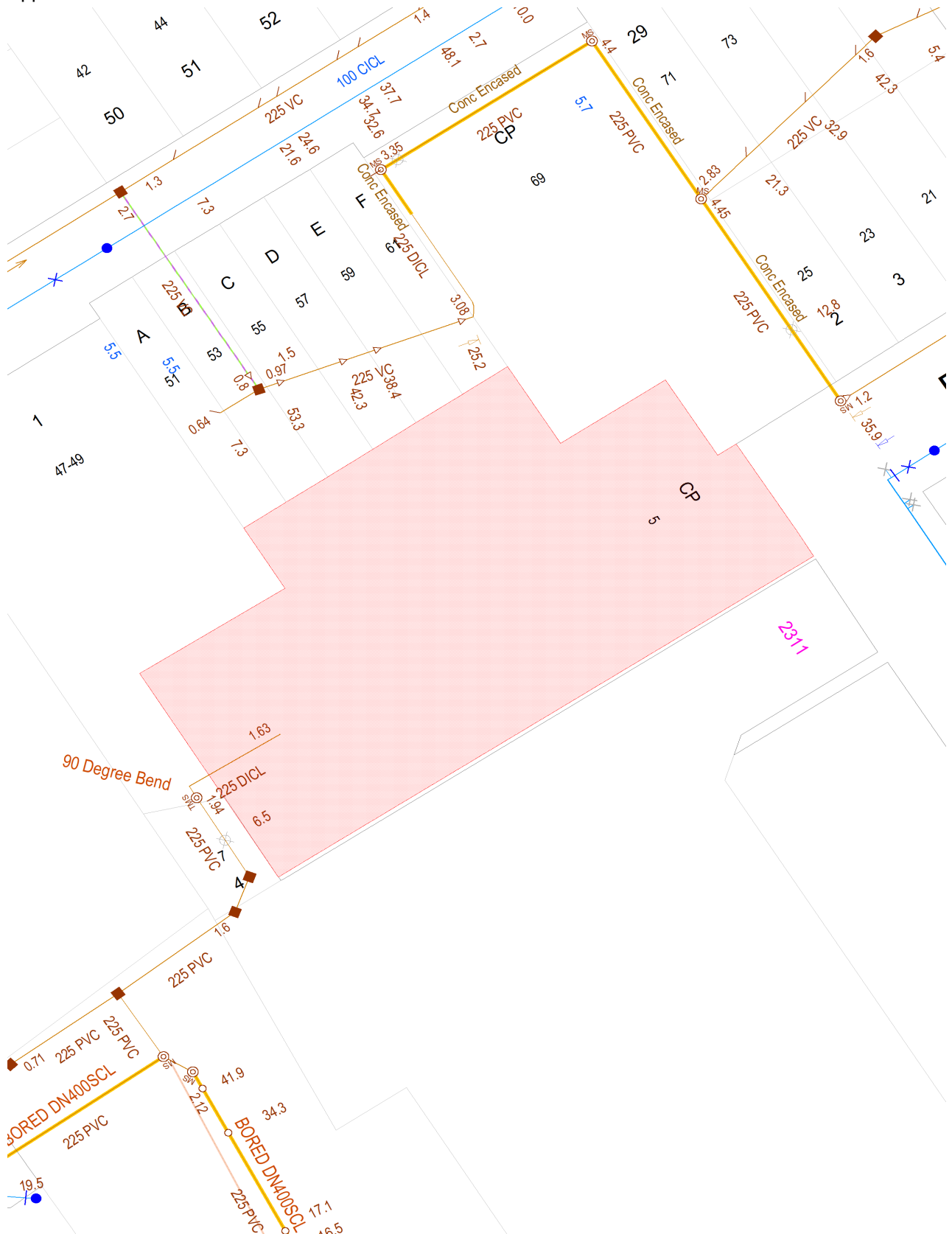
---

The Council will provide advice on the following additional matters not included in this Planning Certificate under section 10.7 (2) upon application for a full certificate and payment of the \$174 fee. The Council cannot issue advice under section 10.7 (5) separately.

- A Whether or not the Council has information which would indicate that the land is subject to the risk of flooding or tidal inundation for a 1% annual exceedance probability (AEP) (1 in 100 year) event.
- B Whether or not the Council has information which would indicate that the land is subject to slip or subsidence.
- C Whether or not the land is in the vicinity of a heritage item or heritage conservation area identified in an environmental planning instrument or a proposed heritage item or proposed heritage conservation area identified in a draft Local Environmental Plan.
- D Whether or not a planning agreement entered into under Subdivision 2 of Division 7.1 of Part 7 of the Environmental Planning and Assessment Act 1979 currently applies to the land (but only if, where the Council is not a party to the agreement, information about the agreement has been provided to the Council)
- E Details of the Annual Noise Exposure Forecast (ANEF) applying to the land
- F Information that indicates whether or not any additional hazards exist for which no policy of Council exists to restrict development
- G Restrictions of the use of groundwater contained within the Botany Sands Aquifer
- H Other policies that may be applicable to the land

# Service Location Print

Application Number: 8003692392



Document generated at 03-09-2024 08:02:40 AM

**Disclaimer**

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

# Asset Information

## Legend

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

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

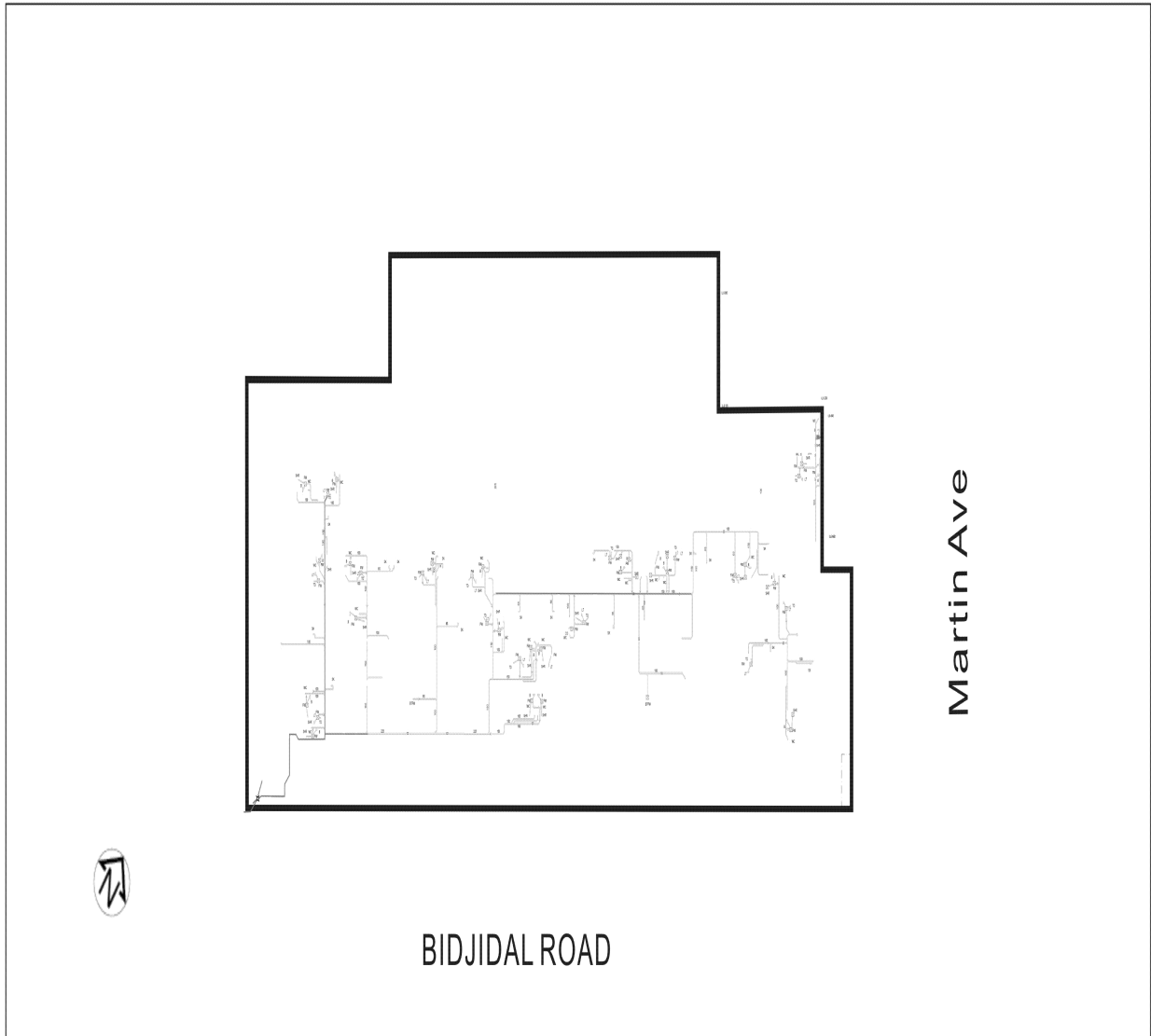
**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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

# Sewer Service Diagram

Application Number: 8003692393



BIDJIDAL ROAD

Martin Ave

## SEWER SERVICE DIAGRAM

Lot No. 2 DP No. 1223657 House No. 10  
 Street Martin Ave  
 SUBURB OF Arncliffe  
 LGA. Sydney  
 Licence No. 296215c  
 SCALE 1:500 SSD No. \_\_\_\_\_  
 Now / COC No. Pa201839476 Date 03/05/2019

Signature: \_\_\_\_\_

Boundary Trap	AAV Air Admittance Valve	BS Sink (bar)	Chamber
Inspection Shaft	B Basin	(L) Trough (laundry)	Pit
Inspection Opening	Bth Bath Waste	WC Water Closet	Grease Interceptor
Gully	Bid Bidet	Vertical Pipe	Pump Unit
FW	CO Clean Out	Waste Stack	Onsite Treatment System
Vertical Junction	FW Floor Waste Gully	Sewer Vent Pipe	Reflux Valve
Sloped Junction	Shr Shower	Vent Pipe	Capped Point
On Back Junction	S Sink (kitchen)	IPMF Induct Pipe Mica Flap	Provisional (future) drain point

- NOTES:
- This diagram was supplied by the plumber/drainier whose licence number appears above.
  - It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.
  - Any broken/dashed lines denote the assumed (not verified) position of private sewerage services.
  - Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 6.1 and Fair Trading's Sewer Service Diagram Requirements document.

© State of New South Wales through NSW Fair Trading April 2014

Document generated at 03-09-2024 08:02:50 AM

**Disclaimer**

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

**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

408/5 Bidjigal Road, Arncliffe NSW 2205

This agreement is between **Yi Huang**  
and **Marc Kap Chong YOO, Jiae CHANG.**



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](http://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

Wed 13/12/2023

AT

13:48

## BETWEEN

Landlord Name:

Yi Huang

Landlord telephone number or other contact details:

0478 490 888

~~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):

Marc Kap Chong YOO

Tenant Name (2):

Jiae CHANG

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:

Marc Kap Chong YOO: 0420 978 711, marc.yoo@hotmail.com  
 Jiae CHANG: 0433 782 268, yelcat@hotmail.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)

13 months

 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]:

408/5 Bidjigal Road, Arncliffe NSW 2205

The residential premises include:

1 car space &amp; cage

[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:

<b>Flood Damage:</b>	Name: NA	Tel: NA
<b>Handyman Builder:</b>	Name: Denny	Tel: 0402 630 498
<b>Plumbing &amp; Gas:</b>	Name: Denny	Tel: 0402 630 498
<b>Electrical:</b>	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

Shirley Yuan: pm@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.]

Marc Kap Chong YOO	marc.yoo@hotmail.com
Jiae CHANG	yelcat@hotmail.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. Marc Kap Chong YOO viewed and acknowledged at Wed, 13/12/2023 17:44 from device: Android 13 Samsung SM-S908E Samsung Internet 23.0
2. Jiae CHANG viewed and acknowledged at Wed, 13/12/2023 14:31 from device: Android 9 Samsung SM-G9500 Samsung Internet 23.1

**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. Marc Kap Chong YOO viewed and acknowledged at Wed, 13/12/2023 17:44 from device: Android 13 Samsung SM-S908E Samsung Internet 23.0
2. Jiae CHANG viewed and acknowledged at Wed, 13/12/2023 14:31 from device: Android 9 Samsung SM-G9500 Samsung Internet 23.1

**NOTES****1. Definitions**

In this agreement:

- o **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.
- o **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.
- o **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*.
- o **rental bond** means money paid by the tenant as security to carry out this agreement.
- o **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.
- o **tenancy** means the right to occupy residential premises under this agreement.
- o **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 : **Shirley Yuan** on behalf of **Yi Huang** (Landlord)

Signed at Wed, 13/12/2023 13:48 , from device: Mac OS X 10.15.7 Mac Chrome 111.0.0

**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 : **Shirley Yuan** on behalf of **Yi Huang** (Landlord)

Signed at Wed, 13/12/2023 13:48 , from device: Mac OS X 10.15.7 Mac Chrome 111.0.0

**SIGNED BY TENANT(S)**Tenant 1: **Marc Kap Chong YOO**

Signed at Wed, 13/12/2023 17:45 , from device: Android 13 Samsung SM-S908E Samsung Internet 23.0

Tenant 2: **Jiae CHANG**

Signed at Wed, 13/12/2023 14:32 , from device: Android 9 Samsung SM-G9500 Samsung Internet 23.1

## 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: **Marc Kap Chong YOO**



Signed at Wed, 13/12/2023 17:46 , from device: Android 13 Samsung SM-S908E Samsung Internet 23.0

For information about your rights and obligations as a landlord or tenant, contact:

- a. NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or
- b. Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- c. your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)

## AUDIT TRAIL

### Shirley Yuan (AGENT)

- Wed, 13/12/2023 13:48 - Shirley Yuan stamped saved signature the Residential Tenancy Agreement
- Wed, 13/12/2023 13:48 - Shirley Yuan submitted the Residential Tenancy Agreement

### Marc Kap Chong YOO (Tenant)

- Wed, 13/12/2023 17:36 - Marc Kap Chong YOO clicked 'start' button to view the Residential Tenancy Agreement (*Android 13 Samsung SM-S908E Samsung Internet 23.0, IP: 58.84.137.111*)
- Wed, 13/12/2023 17:45 - Marc Kap Chong YOO stamped saved signature the Residential Tenancy Agreement (*Android 13 Samsung SM-S908E Samsung Internet 23.0, IP: 58.84.137.111*)
- Wed, 13/12/2023 17:46 - Marc Kap Chong YOO submitted the Residential Tenancy Agreement (*Android 13 Samsung SM-S908E Samsung Internet 23.0, IP: 58.84.137.111*)

### Jiae CHANG (Tenant)

- Wed, 13/12/2023 14:18 - Jiae CHANG clicked 'start' button to view the Residential Tenancy Agreement (*Android 9 Samsung SM-G9500 Samsung Internet 23.1, IP: 58.84.137.111*)
- Wed, 13/12/2023 14:32 - Jiae CHANG stamped saved signature the Residential Tenancy Agreement (*Android 9 Samsung SM-G9500 Samsung Internet 23.1, IP: 58.84.137.111*)
- Wed, 13/12/2023 14:32 - Jiae CHANG submitted the Residential Tenancy Agreement (*Android 9 Samsung SM-G9500 Samsung Internet 23.1, IP: 58.84.137.111*)

---

**AGREEMENT END**

---