

Contract for the sale and purchase of land 2022 edition

TERM vendor's agent	MEANING OF TERM Stone Real Estate Maroubra Shop 7/160 Maroubra Rd, Maroubra NSW 2035	NSW DAN: phone: 8201 3388 email: meltjong@stonerealestate.com.au ref: Meyliana Tjong
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co-agent

vendor **BENEDICTA FISCA HENDARTO**

vendor's solicitor	Hoosen & Co PO Box 20123 World Square NSW 2002	phone: 02 9281 2888 email: hoosen.co@gmail.com ref: Benedicta Fisca Hendarto
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date for completion land (address, plan details and title reference)	42 days after the contract date Unit 5 17 JOHN ST MASCOT NSW 2020 Lot 54 STRATA PLAN 84245 Folio Identifier 54/SP84245	(clause 15)
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improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:
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attached copies documents in the List of Documents as marked or as numbered:
 other documents: Residential Tenancy Agreement

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 checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: clothes dryer, oven
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exclusions
purchaser

purchaser's
solicitor

price
deposit _____ (10% of the price, unless otherwise stated)
balance

contract date _____ (if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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

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

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input 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 that is 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 checked="" 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 checked="" 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 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 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input checked="" type="checkbox"/> 60 Consolidated Strata Bylaws
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Premium Strata
 Suite 3, Level 2, 189 O'Riordan St, Mascot NSW 2020
 info@premiumstrata.com.au
 9281 6440

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

UNIT 5, 17 JOHN ST MASCOT NSW 2020

SPECIAL CONDITIONS

1. The printed Conditions to the Contract for the Sale of Land – are amended as follows:-
 - (a) Clause 5.2 is amended by the deletion of the figure “21” and inserting in lieu thereof the figure “14”.
 - (b) Clauses 5.3, 11.2, 14.4.2, 18.7, 24.3, 25.2 and 29 are deleted in their entirety.
 - (c) Clause 7.1.1 is amended by the deletion of the words “5% of the price” and in lieu thereof insert “\$1.00”.
 - (d) Clause 7.2.1 is amended by the deletion of the figure “10%” and in lieu thereof substitute the figure “\$100.00”.
 - (e) Clause 7.2.4 is amended by the addition, at the end of that subclause the words “only if awarded by the arbitrator or the court”.
 - (f) Clause 7.2.6 is amended by the addition, at the end of that subclause, the words “and the Purchaser is deemed to have authorised the depositholder to forthwith release the full deposit to the Vendor without further written authority required from the Purchaser”.
 - (g) Clause 8.1 is amended by the deletion of the words ‘on reasonable grounds, unable or”.
 - (h) Clause 8.2.2 and 8.2.3 are deleted.
 - (i) Clause 9.3.1 is amended by deleting the word “or” at the end of the second bullet point and inserting in lieu thereof the word “and”; and the addition of a third bullet point to read “and any taxes whether State or Federal including Goods and Services Tax and Capital Gains Tax that the Vendor may incur arising from or in respect of this Contract; or”.
 - (j) Clause 9.4 is added to clause 9 to read “Nothing in this clause 9 shall imply any restriction or limitation on any other rights the Vendor may have whether at law or in equity, arising from a breach of contract by the Purchaser.”
 - (k) Clause 10.1 is amended by the deletion of the words “The Purchaser cannot make a claim or requisition or rescind or terminate in respect of” and insert in lieu thereof the words “The Purchaser cannot, either before or after completion, make a claim or requisition or rescind or terminate or delay completion in respect of”.
 - (l) Clause 10.1.4 is amended by the insertion of the words “or the quality or state of repairs of the inclusions” after the words “fair wear and tear”.

- (m) Clause 10.1.5 is amended by the insertion of the words "or warranty" between the word "statement" and the word "about" and the insertion of the words "or any other matter or thing" between the word "title" and the word "not".
- (n) Clause 10.1.8 is amended by the deletion of the word "substance" and insert in lieu thereof the word "existence".
- (o) Clause 10.1.9 is amended by the deletion of the word "substance" and insert in lieu thereof the word "existence".
- (p) Clause 10.1.10 is added to clause 10 to read "any matter or thing disclosed in or referred to in any plan or certificate or report or any document or annexure attached to this contract".
- (q) Clause 13.7 is amended by the addition, at the end of that subclause, the sentence "In the event that the Purchaser is in breach of this subclause 13.7, the Purchaser shall indemnify and keep the Vendor indemnified for any GST and interest thereon in respect of this contract. This subclause 13.7 shall not merge on completion of this Contract."
- (r) Clause 14.4, line 1: the word "and" is deleted and the word "but" is deleted and replaced with "and". Clause 14.4.2 is also deleted.
- (s) Subclause 18.4 is amended by the insertion of the words "or any other risks whatsoever" between the word "property" and the word "passes".
- (t) Clause 19.2.3 is amended by deleting "a party can" and substitute with "the purchaser cannot".
- (u) Clause 20.10 is amended by the insertion of the words "or warrant" between the word "state" and the word "that" and the insertion of the words "or Building Certificate or any other document attached to this Contract" between the word "report and the word "is".
- (v) Clause 23.5.2, the words "but is disclosed in this contract" are deleted.
- (w) Clause 23.6.1 is deleted.
- (x) Clause 23.6.2 is amended by the adding the words "before and" after the word "determined".
- (y) Clause 23.7, 23.9 (in its entirety), 23.13, 23.14 and 23.17 (in its entirety) are deleted.
- (z) Clause 24.4.3 is deleted and replaced with " On or after settlement, the vendor must give to the purchaser a Notice of Attornment addressed to the tenant."

- (zi) **Clause 30.7: The words "but the vendor must pay the purchaser's additional expenses. including any agency or mortgagee fees" are deleted.**
 - (zii) **Clause 30.11: The figure "5" is replaced with the figure "7".**
 - (ziii) **Clause 31.2 is deleted.**
 - (ziv) **Clause 31.3: The figure "2" is replaced with the figure "5".**
2. (a) **If there is any inconsistency between the printed Condition and the Special condition, the Special Condition prevails to the extent of the inconsistency.**
- (b) **Where any clause or part of that clause is invalid or unenforceable it may be severed without affecting the validity or enforceability of any other clause or any other part of that clause as the case may be or this Contract as a whole.**
3. **The purchaser warrants to the vendor that he has obtained all necessary consent or approval from the Foreign Investment Review Board and any other relevant authority to the purchase of the property by him on the terms and conditions set out in the contract. The purchaser shall indemnify and keep the Vendor indemnified for any loss or expense in the event that the Purchaser breaches this clause 3. This clause shall not merge on completion.**
4. **Notwithstanding any rule of law or equity to the contrary should either party prior to completion:-**
- (a) **die or become mentally ill then the other party may by notice served on that party or his representative rescind this contract such rescission shall be rescission pursuant to clause 19 hereof, or**
 - (b) **being a company:-**
 - (i) **be declared bankrupt;**
 - (ii) **resolves to go into liquidation;**
 - (iii) **has a petition for its winding up presented;**
 - (iv) **enters into any scheme or arrangement with its creditors under the Corporations Law or any other relevant legislation; or**
 - (v) **has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed****then the other party is deemed to have failed to comply with an essential provision of this contract and the party not in default can terminate.**
5. **The purchaser acknowledges and agrees that:-**
- (a) **it has inspected and shall accept the Property including the Inclusions therein as constructed and purchases the same well knowing the nature, position, condition and state of repair of the improvements thereon and does not rely on any warranties and representations made by or on behalf of the vendor and shall make no objection requisition or claim for compensation or delay**

completion in relation thereto nor in relation to any latent or patent defect in the property or if it be found that any roof or surface water drainage is connected to the sewer(s). In addition, if there are any fixtures, paintings, TV brackets or other mounts fixed or screwed to the wall, the vendor will not be required to make good or patch up any holes on the walls or damage done to the walls after the said are removed. The purchasers shall not be entitled to claim for compensation, delay settlement , rescind or terminate the contract as a result of the holes and or damaged walls.

- (b) any warranties made by or on behalf of the vendor expressed or implied as to any purpose or fitness for any purpose for which the property or the improvements thereon may be used are hereby expressly negated, and the purchaser relies entirely upon his own investigation and enquiries in relation to such fitness purposes and uses.
6. This contract represents the entire agreement between the vendor and the purchaser in relation to the sale and purchase of the property.
 7. If this contract is not completed by the time stipulated under the term "Completion Date" on the front page hereof either party shall be entitled to issue a Notice to Complete requiring that the other party to complete within a period of not less than fourteen (14) days from the date of service of such notice. For the purpose of this contract such Notice to Complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract. The party giving a Notice to Complete shall be at liberty at any time thereafter to withdraw the same without prejudice to his continuing rights to give any further such notice.
 8. If the vendor serves a Notice pursuant to Special condition 7 the purchaser shall allow on completion the costs of the vendor incurred in the issue of the Notice ("costs of notice") in the sum of \$220.00. The payment of the costs of notice upon completion shall be an essential term of this contract.
 9. The vendor shall not be obliged to remove any charge on the property for any rate tax or outgoing until the time for completion of this Contract. The vendor shall not be deemed to be unable not ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any rate tax or outgoing and shall be entitled to serve a Notice to Complete on the purchaser notwithstanding that at any time such notice is served or at any time thereafter there is such a charge on the property.
 10. The purchaser shall not object, if, on completion, the vendor hand to the purchaser a duly executed Discharge of Mortgage or other encumbrances or withdrawal of Caveat in registrable form in respect of any mortgage, encumbrance or caveat then registered or entered against the vendor's title provided that appropriate registration fee shall be allowed by the vendor to the purchaser in respect thereof.

- 11A.** The parties agree that it is an essential term of this contract that, in the event that completion does not take place on the date specified for completion due solely to the purchaser's default, the purchaser shall pay to the vendor on completion in addition to the balance of purchase moneys and other moneys payable to the vendor, interest on the balance of purchase moneys calculated at the rate of ten (10%) per centum per annum computed from and including the due date aforesaid and calculated on a daily basis up to and including the actual date of completion PROVIDED HOWEVER that should completion at any time be delayed by reason of the vendor's default, then interest shall not be charged for the period during which completion is so delayed. The provision of this clause shall not negate, prejudice or limit any other rights or remedy of the vendor arising from default by the purchaser under this contract.
- 11B.** The parties agree that the interest at the rate of 10% per annum referred to in Special Condition 11A represents a genuine pre-estimate of the liquidated damages likely to be suffered by the vendor as a result of completion not taking place in accordance with the provisions of this contract.
- 12.** Annexed hereto are copies of a Survey report and Building Certificate (if any) in relation to the Property. For the purposes of s52A of the Conveyancing Act 1919 as amended and the Conveyancing Regulations thereto, the Vendor is deemed to have specifically disclosed the matters referred in the said Survey report and the Building Certificate. The purchaser shall not be entitled to take, raise, or make any objection, requisition or claim for compensation or delay completion in relation to or arising out of any matter or thing disclosed in or referred to in the said Survey Report and Building Certificate.
- 13.** The purchaser warrants that he has not been introduced to the vendor or to the property by any Real Estate Agent other than the Real Estate Agent named on the front page of this contract and hereby further warrants to indemnify the vendor against any claim for commission made by any Real Estate Agent resulting from a breach of such warranty and against all costs and expenses incidental to or relating to defending any such claim. The vendor warrants that he has not engaged any other Real Estate Agent as a sole and exclusive Real Estate Agent in respect of the property. The provision of this clause shall not merge on completion.
- 14.** The purchaser hereby acknowledges that the property may lie within an area over which the Electricity Commissions of New South Wales holds a Petroleum Exploration Licence pursuant to the Petroleum Act, 1955. The vendor directs the purchaser's attention to the provisions of that Act. The purchaser shall make no requisition, objection or claim for compensation by reason of any matter or thing disclosed in this clause.
- 15.** The purchaser acknowledges that he is purchasing the property and shall take title thereto subject to existing Water, Sewerage, Drainage, Gas and Electricity, Telephone, or other installations or services (hereinafter in the condition referred to as "any service") and shall not make any requisition, objection or claim for compensation in respect of:-

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

- 16. These Special Conditions shall be read subject to any rights granted to the purchaser pursuant to Section 52A of the Conveyancing Act 1919 as amended and the Conveyancing (Sale of Land) Regulations 2022. If any provision of this contract purports to or has the effect of excluding modifying or restricting the operation of Section 52A of the Conveyancing Act 1919 or the Conveyancing (Sale of Land) Regulations 2022 then this contract shall be read and construed as if that provision is severed from this Contract and the invalidity of that provision will not affect or render invalid or unenforceable the remaining provisions of this contract.

- 17. The vendor discloses that State Environmental Planning Policy (SEPP) 28 has been repealed and that some provisions of SEPP25 and Sydney Regional Environmental Plan (SREP) 12 that allowed subdivision of dual occupancies have been repealed, and the attached Section 149 Certificate may be inaccurate in respect of those matters.

- 18.
 - (a) This clause applies only if the property is occupied by a tenant at the date of this contract and the vendor is, by virtue of the provisions of this Contract, obliged to give vacant possession on Completion.
 - (b) In the event that there shall be any delay in obtaining vacant possession by the Completion date, the purchaser shall make no requisition, objection or any claim for compensation in respect of such delay.
 - (c) If the vendor is unable to give vacant possession of the property to the purchaser on the Completion date, then completion will be postponed to the date that is seven (7) days after the vendor has served notice that vacant possession is available, and for the purposes of Special Conditions 7 and 11A of this Contract, that date becomes the Completion date.

- 19. Notwithstanding any other provisions in the contract, prior to settlement and if requested by the vendor, the purchaser agrees to release the deposit to the vendor (without further written authority from the purchaser) the full deposit or so much of the deposit as is required by the vendor for payment of stamp duty on the vendor's purchase or payment towards the discharge of mortgage of the vendor's property, or payment towards the vendor's balance of purchase price of the vendor's purchase.

20. Notwithstanding any other provisions in this Contract and notwithstanding any rule of law or equity to the contrary, the parties expressly agree that any claim whether for compensation or not made by the purchaser under this Contract shall be deemed to be an objection or requisitions entitling the vendor to rescind this Contract under printed condition 8.
21. (a) The purchaser acknowledges that the vendor has entered into this Contract on the purchaser's warranty that:-
- (i) the purchaser does not require credit in order to pay for the Property; or
 - (ii) if the purchaser requires credit in order to pay for the Property, the purchaser has obtained such credit on reasonable terms prior to the date of this Contract.
- (b) The purchaser must not have any right to terminate this Contract by virtue of any non-availability of credit as at the Completion Date.
22. In the event that the purchaser wishes to apply for a Building Certificate under S.149(D) or any other provision of the Environmental Planning and Assessment Act 1979 before the Completion Date, the vendor is not obliged to carry out any work whatsoever that may be required by the council as a condition of issuing such a Building Certificate. The purchaser cannot raise any objection or make any requisition or claim for compensation or delay completion or rescind or terminate by virtue of any matters whatsoever that may be raised or required by the Council in obtaining the issue of such a Building Certificate. This clause shall not merge on completion.
23. If the purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) the purchaser must procure the execution of the unconditional Deed of Guarantee and Indemnity annexed to this contract by two directors of or substantial shareholders of the purchaser.
24. The vendor does not warrant that the construction of the swimming pool is in compliance with the Swimming Pools Act, 1992 and Regulations made pursuant thereto. The purchaser shall not be entitled to make any requisitions, objection or claim for compensation in respect thereof.
25. The Vendor is not required to serve to the Purchaser a Certificate under Section 184 of the Strata Scheme Management Act 2015 prior to settlement. The Vendor hereby authorises the Purchaser or his solicitors/conveyancers at the purchaser's own costs to obtain such certificate from the Body Corporate.

26. (A) This clause only applies if the vendor agrees to accept a deposit of less than 10% of the purchase price:
- (B) A ten (10%) percent deposit is payable as follows:-
- (i) five (5%) percent upon the making of this Contract;
 - (ii) five (5%) percent on:
 - (a) the completion date; or
 - (b) the vendor becomes entitled to forfeit the deposit actually paid, the purchaser will immediately upon demand pay to the vendor the difference between ten (10%) percent of the purchase price and the amount actually paid (to the intent that a full ten (10%) percent of the purchase price is forfeitable by way of deposit upon default). The provisions of this condition are in addition to and not in substitution for the rights of the vendor under clause 9.3.2 of the contract.
 - (c) Nothing in this clause implies that the deposit payable under this contract is less than ten (10%) percent of the purchase price.
- (C) The purchaser agrees that the vendor shall be entitled to all the interest earned on the deposit.
27. Notwithstanding any other provisions in this contract, the purchaser shall be liable to pay for all special levies, (if any), even if it is payable by instalments which are due and payable after the Contract date, irrespective whether it was levied/struck before the contract date or after the contract date. For the avoidance of doubt, the vendor is not required to pay or adjust any special levies instalments that are not due and payable on the Contract date. The purchaser is required to pay for all special levies due on or after the Contract date
28. Attached is a copy of the drainage diagram. The vendor does not warrant the accuracy of the drainage diagram. The purchaser shall not be entitled to take, raise, or make any objection, requisition or claim for compensation or delay completion in relation to or arising out of any matter or thing in the drainage diagram.
29. (a) In this clause:-
- “GST” refers to goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 (“GST Act”) and the terms used to have the meanings as defined in the GST Act.

- (b) The property is a residence and it is residential premises under the GST Act.
- (c) The purchaser agrees, on and after completion of this sale, to use the property predominantly for residential accommodation.
- (d) In the event of the vendor being liable for GST, because of the purchaser's failure to comply with (c):-
 - (i) the purchaser agrees to pay to the vendor, within 14 days after the vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST, including any additional penalty and interest;
 - (ii) the vendor shall deliver to the purchaser, as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations.
- (e) This clause shall not merge on completion.

30 This clause applies if the front page of the contract of sale says the property is sold subject to existing tenancy. In the event that the tenant vacates on or before the Completion Date, notwithstanding any other provisions in the contract, the vendor is not obliged to find a new tenant to occupy the property and the purchaser must complete notwithstanding that the property is no longer tenanted or that the property is vacant. The purchaser shall not make any requisition, objection or claim for compensation or delay completion or terminate or rescind by reason of any matter or thing disclosed in this clause.

31. Exchange by email

Notwithstanding any other provisions in this contract, it is agreed by both the vendor and the purchaser that exchange of contracts can be effected by email with scanned copies of signatures by the respective parties and the contracts are deemed to be formally exchanged.

Notwithstanding this clause the vendor and the purchaser acknowledge and agree that;

- (a) both parties intend to enter into this Contract of sale and be fully bound by the terms and conditions of this Contract as at the contract date; and
- (b) the enforceability of this Contract is not affected by the use of the scanned copy of contract nor the fact that contracts with the original signature/s is/are not sent or received by the respective parties.
- (c) In this clause, a scanned signature copy means either a photocopy, a scanned copy, an electronic signature copy or a photograph copy of the parties signature/s.
- (d) This clause shall not merge on completion of this contract.



FOLIO: 54/SP84245

SEARCH DATE	TIME	EDITION NO	DATE
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20/2/2025	12:41 PM	7	31/1/2023

LAND

LOT 54 IN STRATA PLAN 84245
AT MASCOT
LOCAL GOVERNMENT AREA BAYSIDE

FIRST SCHEDULE

BENEDICTA FISCA HENDARTO (T AF943178)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP84245
- 2 SP84245 RESTRICTION(S) ON THE USE OF LAND
- 3 AS826522 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP84245

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/2/2025	12:41 PM	9	11/5/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 84245
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MASCOT
LOCAL GOVERNMENT AREA BAYSIDE
PARISH OF BOTANY COUNTY OF CUMBERLAND
TITLE DIAGRAM SP84245

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 84245
ADDRESS FOR SERVICE OF DOCUMENTS:
BLDG 3, L 2
PREMIUM STRATA PTY LTD - CORPORATE CONNECT CENTRE
3 189 O'RIORDAN ST
MASCOT NSW 2020

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 SP84245 RESTRICTION(S) ON THE USE OF LAND
- 3 AS956573 INITIAL PERIOD EXPIRED
- 4 AU58551 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 84245

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	102	2	182	3	148	4	104
5	147	6	104	7	150	8	105
9	148	10	105	11	151	12	106
13	150	14	106	15	153	16	108
17	151	18	108	19	154	20	109
21	151	22	109	23	173	24	190
25	185	26	164	27	102	28	147
29	104	30	148	31	104	32	148
33	105	34	154	35	105	36	150
37	106	38	154	39	106	40	151
41	108	42	153	43	108	44	152
45	109	46	154	47	109	48	190
49	174	50	146	51	105	52	178

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP84245

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 84245

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
53	- 146	54	- 106	55	- 182	56	- 190
57	- 182	58	- 252	59	- 172	60	- 179
61	- 140	62	- 140	63	- 126	64	- 160
65	- 159	66	- 210	67	- 201	68	- 162
69	- 98	70	- 98	71	- 64		

NOTATIONS

UNREGISTERED DEALINGS: NIL

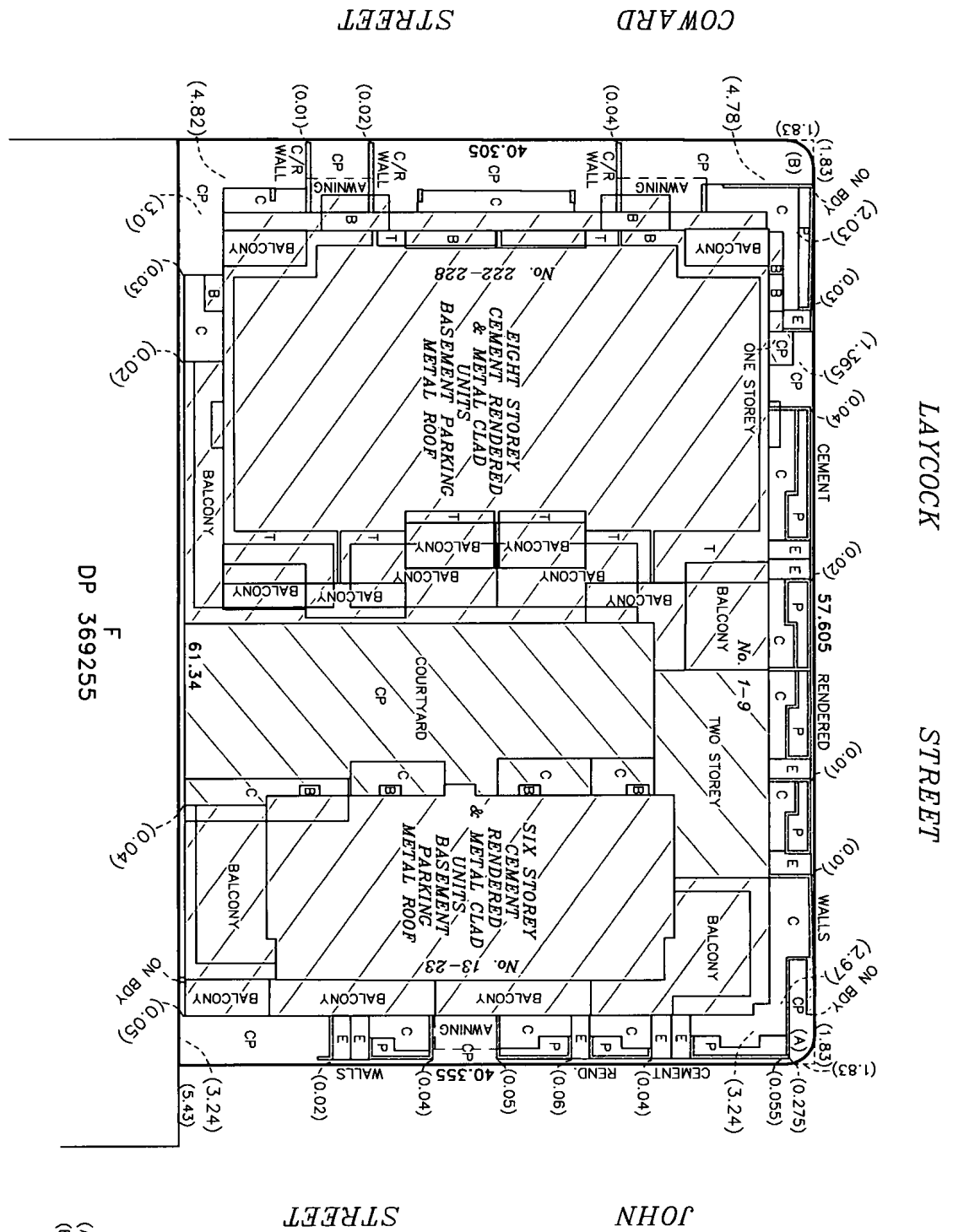
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Benedicta Fisca Hendarto...

PRINTED ON 20/2/2025

* 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.

LOCALITY PLAN



DP 369255

- C - DENOTES COURTYARD
- P - DENOTES PLANTER
- E - DENOTES ENTRY
- T - DENOTES TERRACE
- B - DENOTES BALCONY
- CP - DENOTES COMMON PROPERTY

(A) RADIUS 1.83 ARC 2.875 CHORD 2.59
 (B) RADIUS 1.83 ARC 2.87 CHORD 2.59

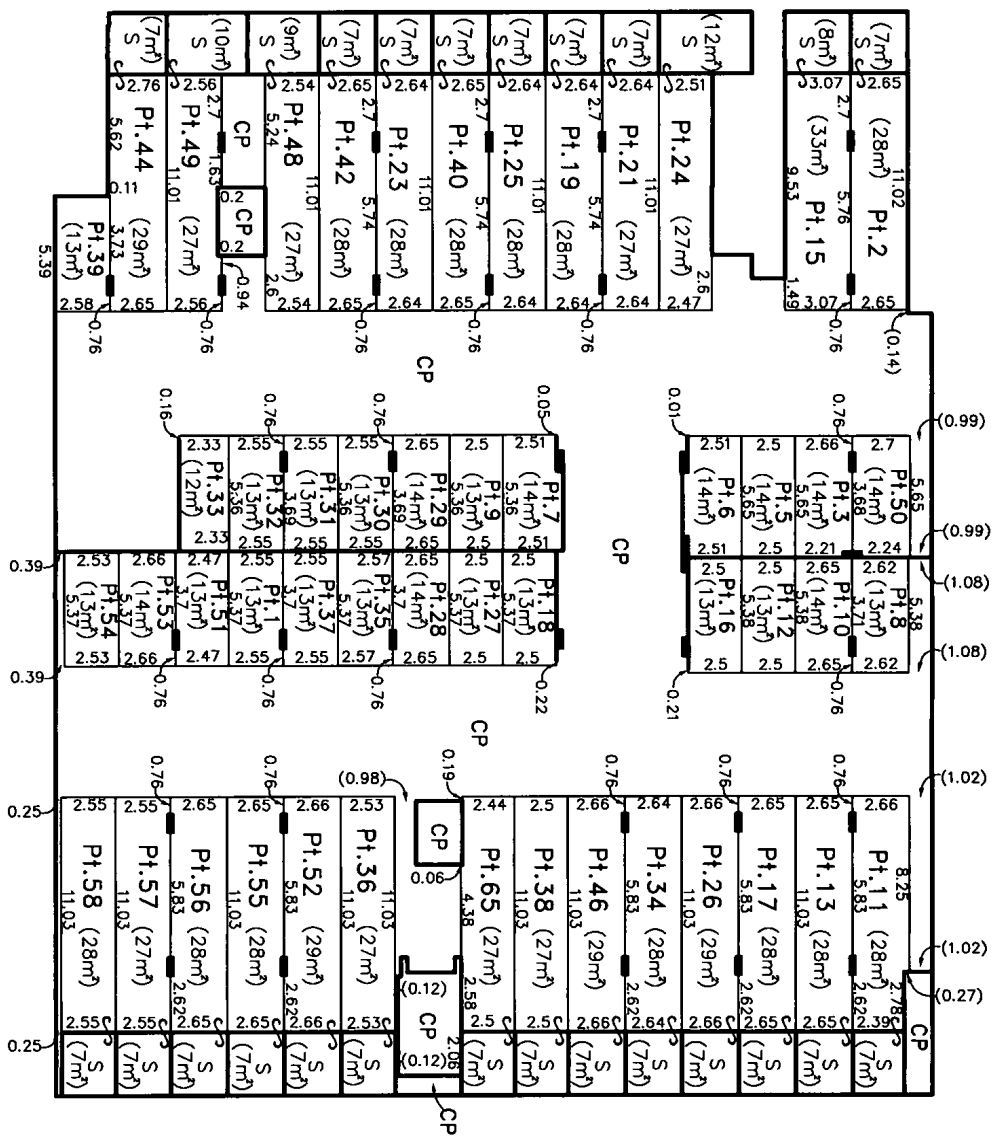
Surveyor: JUSTINE R. PATON
 Surveyor's Ref: 1393-37
 Subdivision No: 09-288 SC1
 Lengths are in metres. Reduction Ratio 1:300

Registered
 1.11.2010

SP84245 P



BASEMENT 1



NOTES:

1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
2. CP DENOTES COMMON PROPERTY.
3. S DENOTES STORAGE.
4. UNLESS OTHERWISE DEFINED, DIMENSIONED BOUNDARIES ARE TO THE CENTRE OR CORNER OF THE FACE OF COLUMNS OR WALLS AND ON THE PROLONGATION OF CENTRE LINE OR FACE OF COLUMNS AND WALLS (AS SHOWN) AND WHERE NOT DEFINED ARE PERPENDICULAR TO EACH OTHER.

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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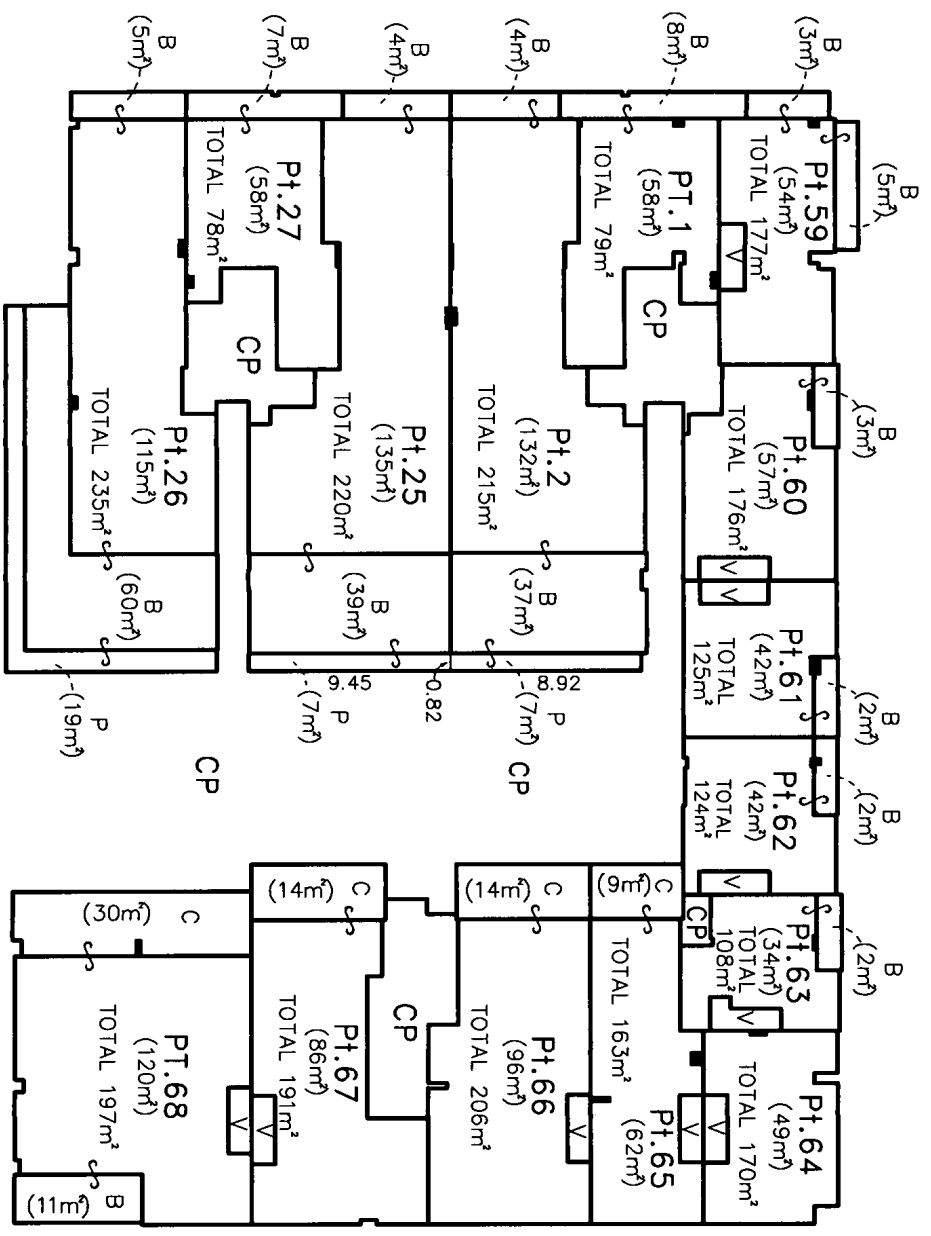
Surveyor: JUSTINE R. PATON
 Surveyor's Ref: 1393-57
 Subdivision No: 09-288 SC1
 Lengths are in metres. Reduction Ratio 1:250

Registered
 1.11.2010

SP84245



LEVEL ONE



NOTES:
 1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY.
 3. B DENOTES BALCONY.
 4. P DENOTES PLANTER.
 5. V DENOTES VOID TO FLOOR BELOW.
 6. C DENOTES COURTYARD.
 7. COURTYARDS, PLANTERS AND BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT.
 8. PERGOLAS ARE COMMON PROPERTY.
 9. UNLESS OTHERWISE DEFINED, DIMENSIONED BOUNDARIES ARE TO THE CENTRE OR CORNER OF THE FACE OF WALL AND THE PROLONGATION OF CENTRE LINE OR FACE OF WALL (AS SHOWN) AND WHERE NOT DEFINED ARE PERPENDICULAR TO EACH OTHER.

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Table of mm													

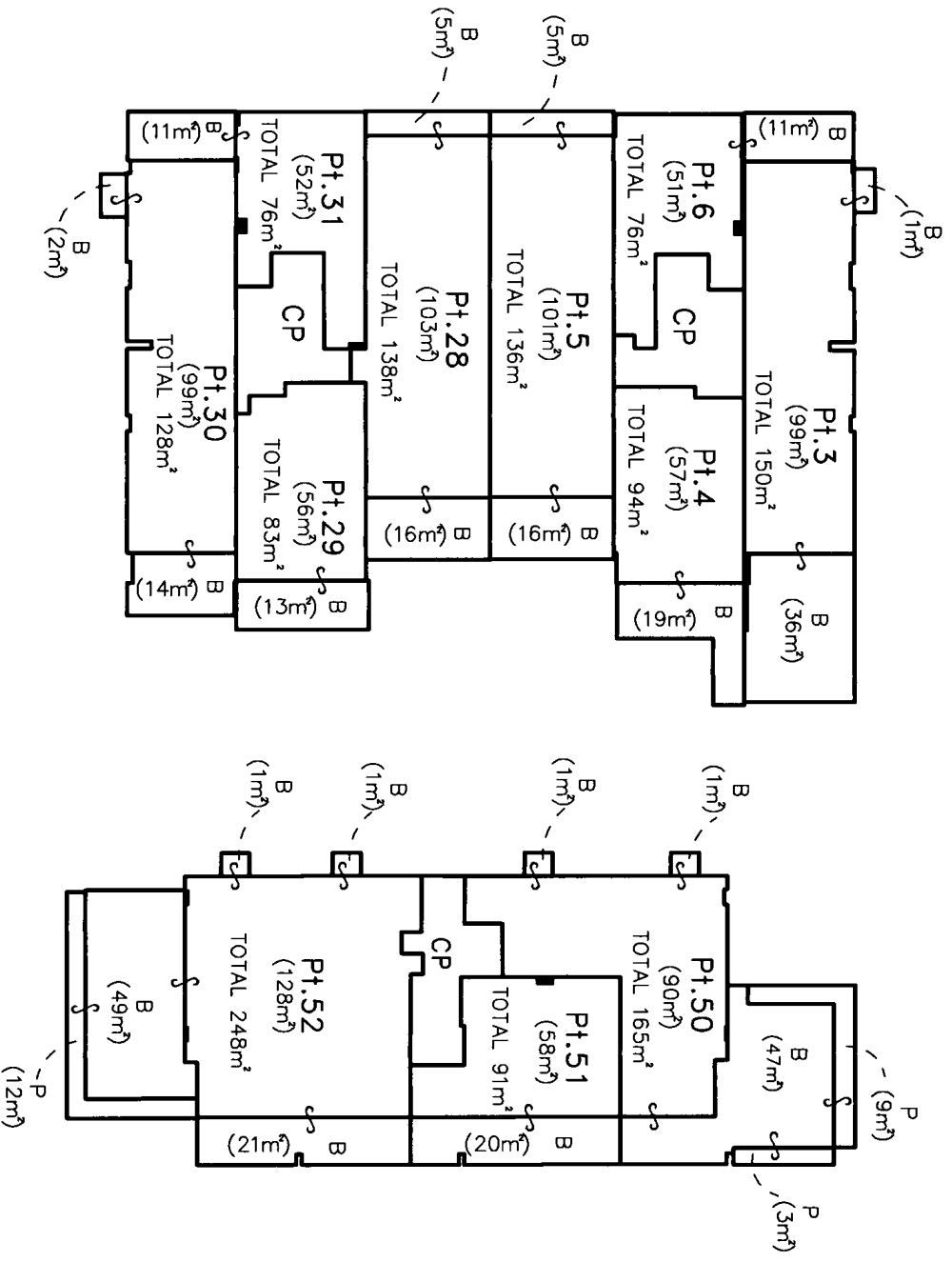
Surveyor: JUSTINE R. PATON
 Surveyor's Ref: 1393-37
 Subdivision No: 09-288 SC1
 Lengths are in metres. Reduction Ratio 1:250

Registered
 1.11.2010

SP84245



LEVEL TWO



- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY.
 3. B DENOTES BALCONY.
 4. P DENOTES PLANTER.
 5. BALCONIES AND PLANTERS ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT.
 6. PERGOLAS ARE COMMON PROPERTY.

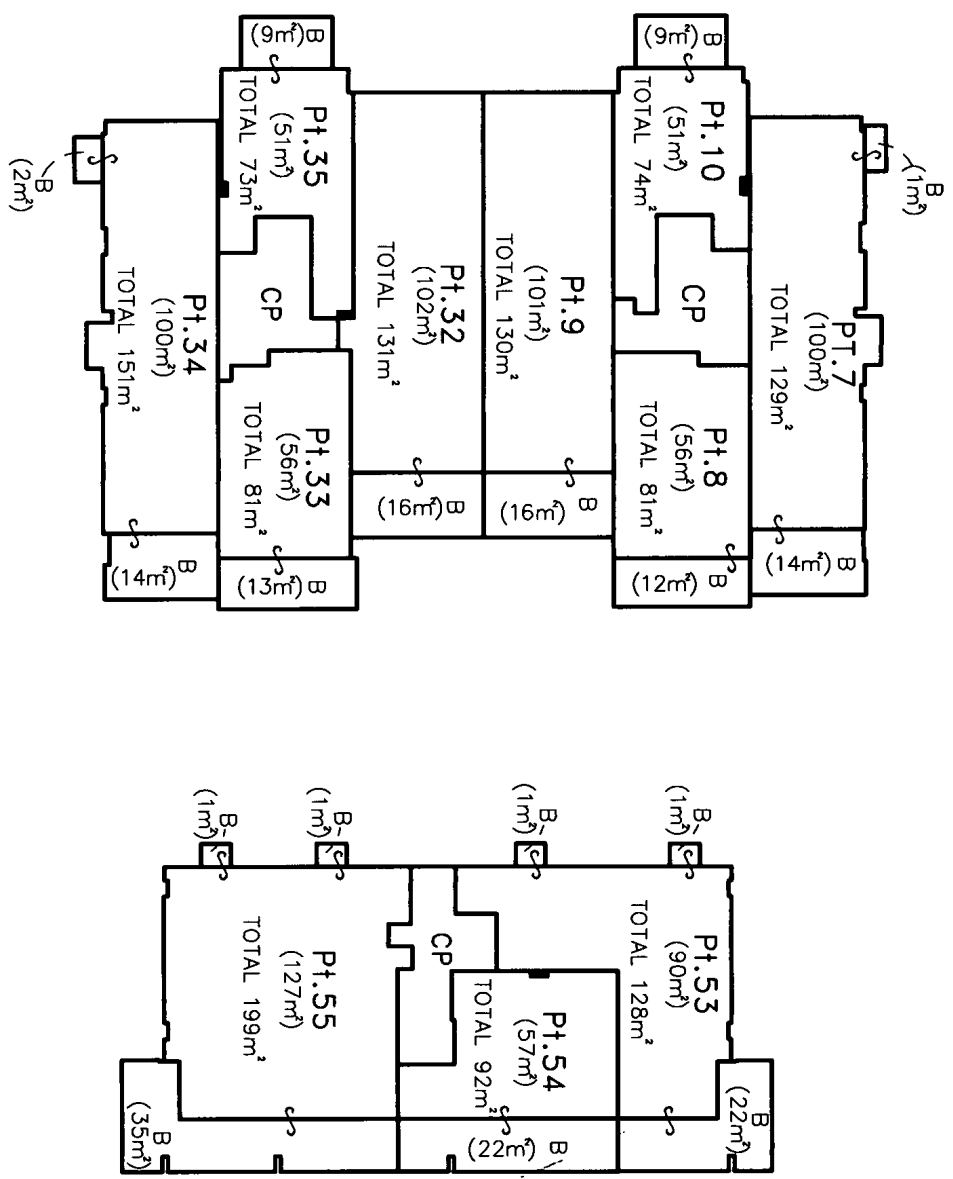
Surveyor: JUSTINE R. PATON
 Surveyor's Ref: 1393-37
 Subdivision No: 09-288 SC1
 Lengths are in metres. Reduction Ratio 1:250

Registered

1.11.2010

SP84245

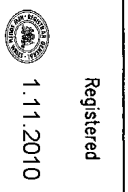
LEVEL THREE



- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY.
 3. B DENOTES BALCONY.
 4. BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT.
 5. PERGOLAS ARE COMMON PROPERTY.

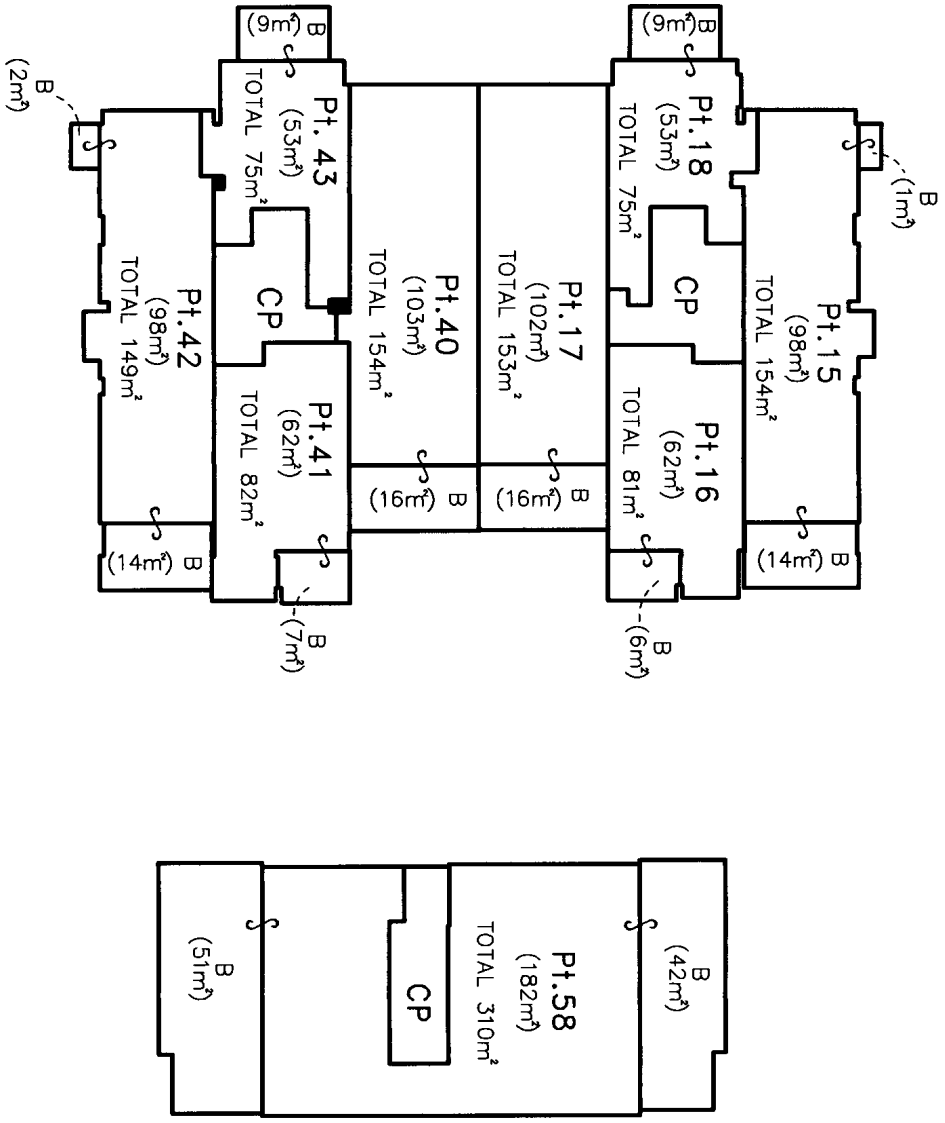
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Table of mm													

Surveyor: JUSTINE R. PATON
 Surveyor's Ref: 1393-37
 Subdivision No: 09-288 SC1
 Lengths are in metres. Reduction Ratio 1:250



SP84245

LEVEL FIVE



NOTES:

1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
2. CP DENOTES COMMON PROPERTY.
3. B DENOTES BALCONY.
4. BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT.
5. PERGOLAS ARE COMMON PROPERTY.

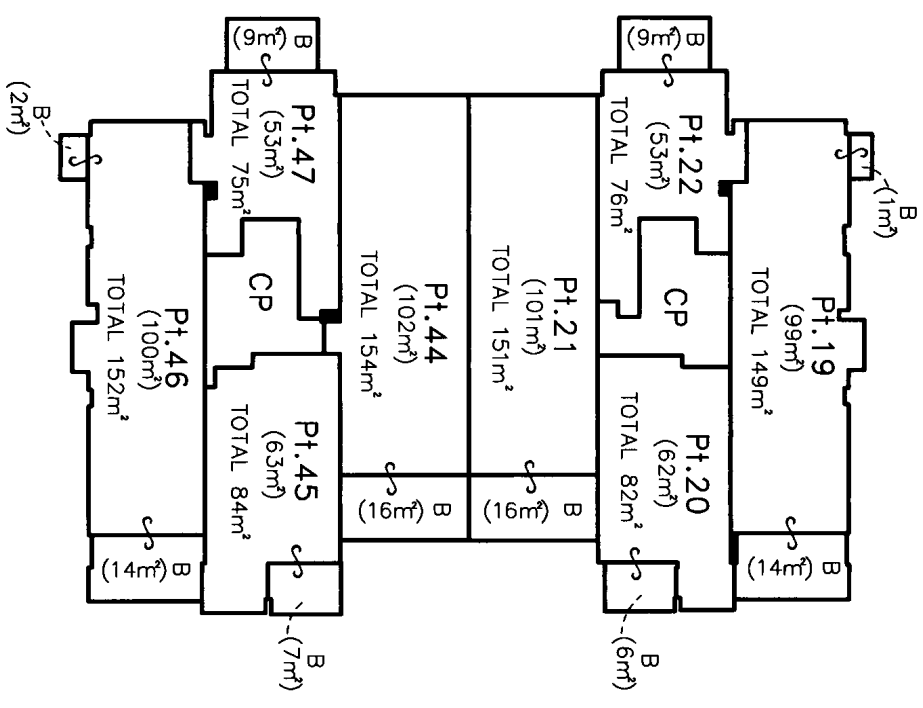
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Surveyor: JUSTINE R. PATON
 Surveyor's Ref: 1393-37
 Subdivision No: 09-288 SC1
 Lengths are in metres. Reduction Ratio 1:250

Registered
 1.11.2010

SP84245

LEVEL SIX



NOTES:

1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
2. CP DENOTES COMMON PROPERTY.
3. B DENOTES BALCONY.
4. BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT.
5. PERGOLAS ARE COMMON PROPERTY.

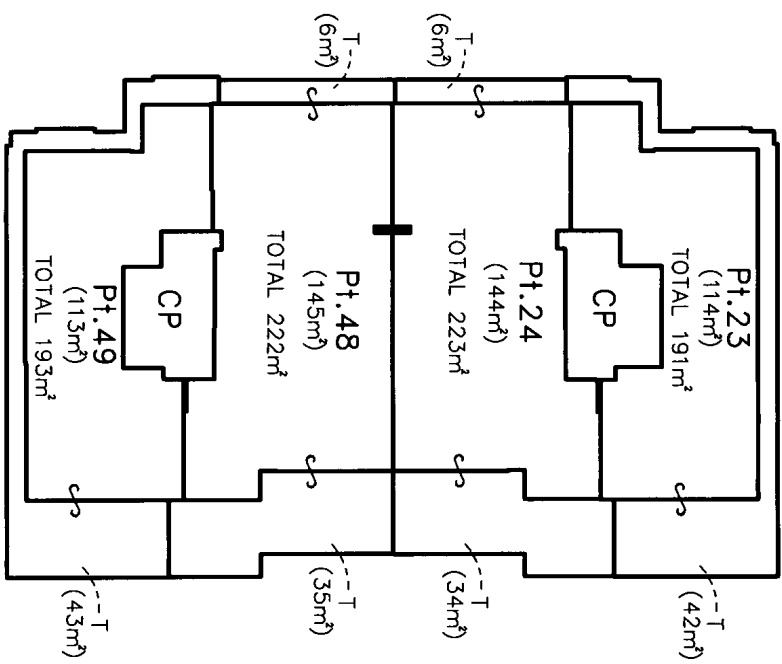
10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Surveyor: JUSTINE R. PATON
 Surveyor's Ref: 1393-37
 Subdivision No: 09-288 SC1
 Lengths are in metres. Reduction Ratio 1:250

Registered
 1.11.2010

SP84245

LEVEL SEVEN



NOTES:

1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
2. CP DENOTES COMMON PROPERTY.
3. T DENOTES TERRACE.
4. TERRACES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT.
5. PERGOLAS ARE COMMON PROPERTY.

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Table of mm

Surveyor: JUSTINE R. PATON
 Surveyor's Ref: 1393-37
 Subdivision No: 09-288-SC1
 Lengths are in metres. Reduction Ratio 1:250

Registered
 1.11.2010

SP84245



STRATA PLAN FORM 3 (PART 1)

WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)



SP84245 S

The Owners – Strata Plan No 84245
~~222-228 Coward Street~~
 1-9 Laycock Street
 43-23 John Street
~~Mascot NSW~~
 STRATAWIDE MANAGEMENT PTY LTD.
 PO BOX 306
 PURMONT
 NSW 2009

Office Use Only

Registered: 1.11.2010

Purpose: STRATA PLAN

**PLAN OF SUBDIVISION OF LOT 100
 DP 1156110**

The adopted by-laws for the scheme are:

- * ~~A~~ Model By laws
- ~~together with Keeping of animals: Option A/B/C~~
- * By-laws in 11 sheets filed with plan.
- * strike out whichever is inapplicable
- * Insert the type to be adopted (Schedule 1 SSM Regulation 2010)

Strata Certificate (Approved Form 5)

- (1) The Council of THE CITY OF BOTANY BAY
~~The Accredited Certifier~~
 Accreditation No.
 has made the required inspections and is satisfied that the requirements of;
 *(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2007,
~~*(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2007,~~
 have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.
- (2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.
- ~~(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.~~
- (4) The building encroaches on a public place and;
 *(a) The Council does not object to the encroachment of the building beyond the alignment of
 *(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.
- (5) This approval is given on the condition that lot(s) ^ are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

LGA: BOTANY BAY

Locality: MASCOT

Parish: BOTANY

County: CUMBERLAND

Surveyor's Certificate (Approved Form 3)

I, JUSTINE RACHAL PATON
 of SURVEYING SOLUTIONS PTY LTD 81 BROUGHTON STREET
 KIRRIBILLI NSW 2061
 a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:
 (1) Each applicable requirement of
 * Schedule 1A of the Strata Schemes (Freehold Development) Act 1973
~~* Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986~~
 - has been met;
 *(2) *(a) the building encroaches on a public place;
 *(b) the building encroaches on land (other than a public place), and an appropriate easement has been created by ^ to permit the encroachment to remain.
 *(3) the survey information recorded in the accompanying location plan is accurate.

Signature:
 Date: 24.09.2010

- * Strike through if inapplicable.
- ^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement

Date: 7 OCTOBER 2010
 Subdivision No. 09-288 SC1
 Relevant Development Consent No. 09-288
 issued by COUNCIL

~~Authorised Person / General Manager / Accredited Certifier~~

- * Strike through if inapplicable.
- ^ Insert lot numbers of proposed utility lots.

SURVEYOR'S REFERENCE: 1393-37

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

STRATA PLAN FORM 3 (PART 2) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 100 DP 1156110

SP84245

3 Only

Office Use Only

Registered:  1.11.2010

Strata Certificate Details: Subdivision No: 09-288 SCI Date: 7 OCTOBER 2010

SCHEDULE OF UNIT ENTITLEMENT

LOT NUMBER	U.E.	LOT NUMBER	U.E.	LOT NUMBER	U.E.
1	102	25	185	49	174
2	182	26	164	50	146
3	148	27	102	51	105
4	104	28	147	52	178
5	147	29	104	53	146
6	104	30	148	54	106
7	150	31	104	55	182
8	105	32	148	56	190
9	148	33	105	57	182
10	105	34	154	58	252
11	151	35	105	59	172
12	106	36	150	60	179
13	150	37	106	61	140
14	106	38	154	62	140
15	153	39	106	63	126
16	108	40	151	64	160
17	151	41	108	65	159
18	108	42	153	66	210
19	154	43	108	67	201
20	109	44	152	68	162
21	151	45	109	69	98
22	109	46	154	70	98
23	173	47	109	71	64
24	190	48	190		
TOTAL:					10,000

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

(If space is insufficient use additional annexure sheet)

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7 (3) OF THE STRATA TITLES ACT 1973 IT IS INTENDED TO CREATE:

- 1. RESTRICTION ON THE USE OF LAND
- 1. RESTRICTIVE COVENANT

Executed for and on behalf of
 TIAN TONG (AUSTRALIA) PTY LTD
 ACN 077 572 493 pursuant to
 s127 of the Corporations Act 2001.



LING YU, Director

ZI GANG ZHAO, Director

SURVEYOR'S REFERENCE: 1393-37

RESTRICTION ON THE USE OF LAND

**INSTRUMENT SETTING OUT TERMS OF RESTRICTIVE COVENANT
INTENDED TO BE CREATED PURSUANT TO SECTION 7(3) OF THE STRATA
TITLES ACT, 1973 AND SECTION 88B OF THE CONVEYANCING ACT, 1919.**

(Sheet 1 of 2 sheets)

Plan: SP 84245

Strata Plan of Lot 100 in DP 1156110
covered by Council's Certificate No.



09-288 SC1

SP84245 B

PART 1

**Full name and address of
proprietors of the land**

Tian Tong Australia Pty Ltd
PO Box 616
MASCOT NSW 1460

1. **Identity of ~~restrictive covenant~~ of ^{restriction on the use}
firstly referred to in ^{land}
abovementioned plan:**

~~Restrictive covenant~~ ^{Restriction on the use of land}
under Section 88E of the Conveyancing Act, 1919.

Schedule of lots, etc. affected

Lots burdened

Authority benefited

1-71 inclusive and common
property herein

Botany Bay Council

PART 2

Terms of ~~restrictive covenant~~ ^{restriction on the use of land} firstly referred to in the abovementioned plan:

The on site car parking spaces, exclusive of service and visitor spaces, are not to be used by those other than the occupant, tenant or resident of the subject building.

Any occupant, tenant, lessee or registered proprietor of the development site or part thereof shall not enter into an agreement to lease, license or transfer ownership of any car parking spaces to those other than an occupant, tenant, lessee or resident of a unit in the building.

Approved by Botany Bay Council.....

(Authorised Officer)

22

RESTRICTION ON THE USE OF LAND

INSTRUMENT SETTING OUT TERMS OF RESTRICTIVE COVENANT
INTENDED TO BE CREATED PURSUANT TO SECTION 7(3) OF THE STRATA
TITLES ACT, 1973 AND SECTION 88B OF THE CONVEYANCING ACT, 1919.

(Sheet 2 of 2 sheets)

Plan: **SP84245**

Strata Plan of Lot 100 in DP 1156110
covered by Council's Certificate No.
09-288 SCI

restriction on the use of land

The authority empowered to release, vary or modify the ~~restrictive covenant~~ firstly referred to in the abovementioned plan is Botany Bay Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

Executed for and on behalf of
TIAN TONG (AUSTRALIA) PTY LTD
ACN 077 572 493 pursuant to
S127 of the Corporations Act 2001.



[Signature]
LING YU, Director

[Signature]
ZIGANG ZHAO, Director

Approved by Botany Bay Council.....
[Signature]
(Authorised Officer)

Lodger Details

Lodger Code 503650C
Name JLAWYERS
Address EQUINOX
STR 3, 94-98 RAMSGATE AV
BONDI BEACH 2026
Lodger Box 1W
Email MONIKA@JLAWYERSPTYLTD.COM.AU
Reference DB20230343

Land Registry Document Identification

AS956573

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/SP84245	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP84245
Other legal entity

Meeting Date

01/03/2023

Added by-law No.

Details Special By-law No. 5

Amended by-law No.

Details Not applicable

Repealed by-law No.

Details Not applicable

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

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. SP84245

Signer Name MONIKA JANDREK

Signer Organisation JLAWYERS PTY. LIMITED

Signer Role PRACTITIONER CERTIFIER

Execution Date 25/03/2023

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS
CONDITIONS & PROVISIONS
THE OWNERS – STRATA PLAN NO 84245

Consolidated Strata By-Laws

TIAN TONG GARDEN

222 – 228 Coward Street MASCOT NSW
2020

The Owners – Strata Plan No. 84245

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS
CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 84245

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Developer By-laws 1 – 31

1. Noise

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

2. Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not lease, sub-lease, licence or in any other manner allow, permit or invite a person who is neither an owner nor an occupier of a lot use the car space forming a part of that lot.
- (3) An owner, occupier or their invitee must not under any circumstances, wash their motor vehicle on common property other than in the carwash bay.

3. Obstruction of common property

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

4. Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

5. Damage to common property

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

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- authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device, structure or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, but subject to By-Law 31 below, the owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in clause (3) that forms part of the common property and that services the lot.

6. Behaviour of owners and occupiers

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

7. Children playing on common property in building

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

8. Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that

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invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9. Depositing rubbish and other material on common property

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

10. Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11. Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

12. Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes or, in the case of Lots 69, 70 or 71 (hereinafter the "Commercial Lots"), during the ordinary course of business operation, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

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13. Changes to floor coverings

- (1) An owner or occupier of a residential lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law 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 or surface concerned.

14. Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15. Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in

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- paragraph (a), and
- (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot:
- (a) must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and
 - (c) if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- (5) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

16. Keeping of animals

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a residential lot must not, without the prior written approval of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the

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- keeping of an animal on a residential lot or the common property.
- (3) The owners corporation can only approve an owner or occupier of a residential lot to keep a cat, small dog or small caged bird on the lot then the owner or occupier must:
- (a) notify the owners corporation when the animal is being kept on the lot, and
 - (b) keep the animal within the lot, and
 - (c) carry the animal when it is on the common property, and
 - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

17. Appearance of lot

- (1) The owner or occupier of a residential lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10. This by-law does not apply to the owners and occupiers of commercial lots.

18. Change in use of lot

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).
- (2) A parking space must be used for parking only and no other use. A caged storage must be used for as storage only and no other use.

19. Fire safety

- (1) Each year, the Owners Corporation must engage the service of a fire safety professional to help it produce and submit annual fire safety statement to the local council within 12 months after the issuance of the last fire safety certificate or annual fire safety statement, and cause copies of the same to be forwarded to the Fire Commissioner and prominently displayed in the building. If any repairs or maintenance is recommended by the fire safety professional, the owners corporation must cause such works to be completed as soon as

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- practicable.
- (2) The owners corporation must ensure that a notice regarding fire exits is displayed in the manner that meets the requirement of s183 of the Environmental Planning and Assessment Regulation 2000. The owners, occupiers and their invitees must not remove, damage or otherwise interfere with the said notice.
 - (3) The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.
 - (4) The owner or occupier of a lot must not, and must not permit their invitee to:
 - a. place anything that may impede the free passage or path to a fire exit (which includes any stairway, passage way or ramp serving as or forming part thereof), or
 - b. interfere with or cause obstruction or impediment to the operation of any fire doors, or doors/doorway to fire exits.

20. Prevention of hazards

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

21. Controls on hours of operation and use of facilities

- (1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme that facilities situated on the common property may be used only during certain times or on certain conditions.
- (2) An owner or occupier of a lot must comply with a determination referred to in clause (1).

22. Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot used for residential purpose must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

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23. Exclusive use of ground floor common property

- (1) This by-law is made under the provisions of Division 4 of Part 5 of Chapter 2 of the Strata Schemes management Act 1996, in respect of the exclusive use areas marked W, X, Y and Z on the strata plan located on the Ground Floor.
- (2) The occupier of a Commercial Lot is entitled to, subject to local council's approval where necessary, use the corresponding exclusive use area as noted on the strata plan (the "CEUA") in a reasonable manner for the purpose of carrying out his business, including but not limited to:
 - a. using the CEUA as customer service/seating area;
 - b. installing awning covering the exclusive use area;
 - c. erect umbrella within the CEUA; and
 - d. erect portable small signage within the CEUA.
- (3) The occupier of a Commercial Lot must:
 - a. at his own cost maintain the general cleanness of CEUA;
 - b. at his own cost maintain and keep the CEUA in good repair, except for fair wear and tear;
 - c. undertake a public liability insurance policy for the CEUA by which the limit of insured cover shall be no less than ten million dollars (\$10,000,000.00) as to the amount to be paid in respect of any single accident or event;
 - d. ensure that its agents, employees and invitees will not cause any damages to the common property and surrounding landscaping; and
 - e. not to use the CEUA for storage purpose.
- (4) The occupier of a commercial lot is entitled to have exclusive use of the CEUA only for the duration time whilst that occupier maintains a legal occupier of that commercial lot and operates its own business thereon.
- (5) The occupier of a commercial lot must not lease, licence or in any way part with the possession of the exclusive use area.
- (6) Upon the receipt of reasonable notice, the occupier of a commercial lot must give the Owners Corporation or its agent reasonable access to the CEUA for the purpose of carrying out its duties and functions.
- (7) This by-law may only be amended by a special resolution of the Owners Corporation and with the consent of the owners of Lots 69, 70 and 71.

24. Commercial Signage

The occupier of a commercial lot is permitted to install, fix or exhibit shop/business signage right above the shop front windows and/or directly to the shop window at his own cost provided that, in the event that person/entity ceases to be an owner or occupier of that commercial lot, such signage is removed from the common property and the

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condition of the wall to which the signage is attached to is reinstated. If that person/entity fails to remove the signage and reinstate the condition of the wall within a reasonable period of time, the owners corporation is entitled to cause the signage removed and such cost shall be borne by the person who owns that commercial lot at the time of the signage is removed.

25. Building Management

- (1) The Owners Corporation has the power and authority to appoint and enter into an agreement with a building manager to assist it to manage, maintain and repair Common Property. The building manager may assist in the supervision of cleaning, garbage removal, security, repairs, maintenance, building works, supervision of all contractors, the co-ordination of deliveries and the movement of goods, furniture and large articles through Common Property.
- (2) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) security services;
 - (b) cleaning;
 - (c) garbage disposal and recycling services;
 - (d) landscaping;
 - (e) maintenance of car wash bay;
 - (f) maintenance of wastewater and stormwater treatment devices;
 - (g) maintenance of all artificial features within the common property;
 - (h) electricity, water or gas supply;
 - (i) telecommunication services.

26. Waste Disposal and Collection

- (1) The Owners Corporation must employ a person or engage a service provider to manage the disposal and collection of waste material by Council, including but not limited to:
 - (a) placing the waste and recycle bins at the roadside between 4.00 pm and 7.00 pm the day prior to their respective collection day in a manner that is in line with the local council's requirements;
 - (b) soon after council's collection of contents, retrieving bins by 12 noon on the collection day;
 - (c) cleansing of bins;
 - (d) storing bins in the compound and the like together with its plant and equipments;
 - (e) reporting to owners corporation or, if appointed, building manager if any bin is missing or damaged so that the latter can arrange for

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- replacement in a timely manner; and
 - (f) maintaining the waste storage area in a proper manner and keeping it in a clean and safe state.
- (2) If the occupier of a commercial lot operates a business that produces trade/commercial waste, that occupier must arrange for removal of such trade/commercial waste at his own costs in a manner that is in compliance with the local council's relevant requirements. If the trade/commercial waste produced by that occupier's business is perishable (such as food waste), such occupier must arrange for the trade/commercial waste to be removed daily.
- (3) If the local council requires specific bins to be used for trade/commercial waste, the commercial lot occupier whose business produces trade/commercial waste must, prior to its commencement of business, at its own cost, arrange for such bin to be purchased from approved supplier and deposit such bin at the bin storage area or such other area approved by the local council and consented by the owners corporation.

27. Maintenance of Landscaping

- (1) The Owners Corporation is required to enter into a deed with the Botany Bay City Council (the "Council") in respect of the maintenance of landscaping within strata plan 84245 (the "Landscaping Deed") and provide landscaping bond to the Council. If the owners corporation has breached the Landscaping Deed or council's other policies regarding landscaping, and such breach is directly caused by a lot owner or any person permitted to occupy or visit his lot, then that owner shall indemnify the owners corporation against any financial loss arising thereof.
- (2) The Owners Corporation must employ a person or engage a service provider (the "Owners' Landscaper") to maintain the landscaping within the common property and ensure that the Landscaping Deed is complied with.
- (3) The owner and occupier of a residential lot on the Ground Floor must, at his/her own cost, diligently maintain all natural plants, lawn and all other parts of the landscaping within that lot and provide proper irrigation by using the hose cocks installed in that lot.
- (4) If for any reason, the plants, lawn and all other parts of the landscaping within any residential lot on the Ground Floor is damaged, the owner and/or occupier must at his/her own cost reinstate the condition of the landscaping within thirty (30) days, failing which the Owners Corporation shall be entitled to apply for an order from a court or tribunal with proper jurisdiction requiring that owner and/or occupier's compliance with this by-law.
- (5) Except for reasonable maintenance, the owner and occupier of a residential lot on the Ground Floor must not remove, modify, damage or in any manner change the landscaping or part thereof within that lot, unless prior consent has

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been obtained from the owners corporation and the Council.

28. Car Wash Bay

- (1) The owner and occupier of a lot may use the car wash bay during the hours nominated by the owners corporation.
- (2) Carwash Bay shall only be used for the purpose of washing a lot owner or occupier's vehicle but no other purpose. No vehicle is permitted to be parked at the Car Wash Bay unless during the period of using the Carwash Bay.
- (3) The lot owner or occupier using the Carwash Bay must:
 - (a) turn off all taps after using;
 - (b) leave the Carwash Bay clean and tidy;
 - (c) use the water provided at the Carwash Bay for car wash purpose only;
 - (d) have regard to the safety of pedestrians and traffic;
 - (e) not perform degreasing, engine washing or mechanical work at the Carwash Bay; and
 - (f) comply with any Carwash guidelines provided by the owners corporation.
- (4) The Owners Corporation must employ a person or engage a service provider to clean and maintain the car wash bay on a regular basis. The Owners Corporation shall also approve a maintenance management plan that includes a contingency plan in case of car wash system failure.

29. Wastewater and Stormwater Treatment Devices

The Owners Corporation must employ a person or engage a service provider to maintain the wastewater and stormwater treatment devices (including drainage systems, sumps and traps) on a regular basis, and cause that person or service provider to dispose all collected liquid or solid wastes in a manner that will not cause pollution of water and is in compliance with the Protection of the Environment Operations Act 1997.

30. Exclusive Use of Air-conditioning System within the Lot

- (1) The ducted air-conditioning system in each lot, including its internal unit(s), external condensing unit(s), vents, pipes and any other parts connected, attached or fixed thereto supporting the functioning of the system are part of the common property. The owner and/or occupier of each lot have the exclusive use of the air- conditioning system services that lot. The Owners Corporation may amend or cancel this by-law by special resolution and with the written consent of the owner of each apartment.
- (2) If reasonable prior notice is given, the owner and/or occupier must provide access to the Owners Corporation or its employee, agent or contractor for that

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- person or persons to carry out maintenance and repair works to the air-conditioning system servicing that lot.
- (3) The owner and/or occupier of a lot must not remove, relocate or damage the external condensing unit within that lot, or engage any works to be carried out to the air-conditioning system by himself. Maintenance and repairs of the air-conditioning system must only be carried out by the owners corporation pursuant to By-Law 31 below.
 - (4) The Owners Corporation may during annual general meeting pass a resolution for periodic maintenance works to be carried out to the air-conditioning systems in the building.

31. Maintenance and Repair of Common Property

- (1) An owner and/or occupier of a lot must promptly notify the Owners Corporation or its strata manager of any damage to, defect in, or maintenance issues in relation to the common property within, outside or adjoining that lot.
- (2) Subject to paragraph (3) below, the Owners Corporation or its strata manager shall then arrange for repairs in a timely manner.
- (3) In the event that any air conditioning unit, balcony door (including frame and glass and all other parts), fly screen, window (including frame and glass and all other parts) of a Lot is damaged,
 - (a) the Owners Corporation or its agent must arrange for repairs to be carried out within seven (7) days after its receipt of the owner or occupier's notification of the incident,
 - (b) the person or persons carrying out the repair works must be licensed and qualified to carry out the works assigned and have professional knowledge about the acoustic requirements of the Building Code of Australia and any other acoustic standard applicable to the building, and
 - (c) any material used during the repair and the repair works must comply with acoustic requirements of the Building Code of Australia and any other acoustic standard applicable to the building.
 - (d) the owner of that Lot must be responsible for the costs repair works carried out under this paragraph (3).

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Special By-law No. 1 – Power to Upgrade Security System & Installation of Subscription Television Servicesⁱ

1. Definitions

In this by-law the following terms are defined to mean:

“Security System” means a system and mechanisms to permit and facilitate access to and from lots and common property, and to monitor and record said access, including but not limited to the following:

- The installation of security cameras (CCTV) to common property to control the movement of persons to and from the parcel

“Subscription Television Services” means a system and mechanisms to permit and facilitate access for the Lots to subscription television services such as Foxtel.

“Equipment” means all equipment (including cabling) necessary to facilitate the installation operation, maintenance and repair of the Security System and/or subscription television services.

2. Powers & duties

The owners corporation shall have the following additional powers, authorities, duties and functions:

- (a) The power to install the Equipment in the common property and lots;
- (b) The power to enter lots to install, repair or replace the Equipment or any part of the Equipment (if necessary) on the same terms as prescribed section 65 of the Strata Schemes Management Act, 1996;
- (c) The power to enter into arrangements with third parties from time to time for the operation of the Security System;
- (d) The duty to keep any Equipment installed pursuant to this by-law in good and serviceable repair; and
- (e) The power to replace the Equipment from time to time as determined by the owners corporation.

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Special By-law No. 2 – Balcony Screeningⁱⁱ

1. Grant of right

Notwithstanding anything contained in any By-law applicable to the scheme, then Owner has the special privilege (at the Owner's cost and to remain the Owner's fixture) to carry out the Works and exclusive use of the area in which the Works are carried out subject to the terms and conditions contained in this By-law.

2. Definitions

In this by-law:

- (i) **Act** means the Strata Schemes Management Act, 1996;
- (ii) **Balcony screening** means a panel that is affixed to the balcony to provide privacy and is consistent with the type and colour of screening that was present at the time the Owners Corporation was created.
- (iii) **Council** means Botany Bay Council.
- (iv) **Insurance** means:
 - (a) contractors all risk insurance (including but not limited to public liability insurance) in an amount not less than \$10,000,000.
 - (b) insurance required under the *Home Building Act 1989 (NSW)* (if applicable); and
 - (c) workers' compensation insurance.
- (v) **Lot** means any lot in strata plan 84245.
- (vi) **Owner** means the owner(s) of the lot.
- (vii) **Owners Corporation** means the owners corporation that was created upon registration of strata plan no 84245.
- (viii) **Specifications** means the specification of the window frosting and balcony screening as attached to this By-Law and marked Annexure 'B'.
- (ix) **Window frosting** means a membrane or the like applied to the balcony glass panels that produces an opaque finish.
- (x) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owners' installation, repair, maintenance and replacement (if necessary), of balcony screening together with the restoration of lot and common property damaged by the works and all of which are to be conducted strictly in accordance with this By-Law and specifications.

3. Interpretation

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

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In this by-law:

- (i) the singular includes plural and vice versa;
- (ii) any gender includes the other gender;
- (iii) any terms in the by-law will have the same meaning as those defined in the Act;
- (iv) references to legislation include references to emending and replacing legislation;
and
- (v) Reference to the Owner in this By-Law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees.

Part 3 Conditions

Prior to commencement of the Works

4. Prior to the commencement of the Works, the Owner shall:
 - (a) Prepare and provide to the Owners Corporation:
 - (i) a new By Law pursuant to section 52 of the Act and a special resolution pursuant to section 65A of the Act; and
 - (ii) the Owner's written consent to the passing of the By-Law and consent to be responsible for maintenance, repair and replacement of the Works,

such By-Law, special resolution and consent to be prepared substantially in terms of the forms attached at Annexure A and to be considered at a general meeting of the Owners Corporation; and
 - (b) effect and maintain Insurance and provide a copy to the Owners Corporation.
5. Following compliance with section (4) of this By-Law and at least 21 days prior to undertaking any works, the Owner must first notify the Owners Corporation in writing of:
 - (a) the Owner's intended date to commence the Works; and
 - (b) provide to the executive committee the certificate of currency of the Insurance policy of the building contractor carrying out the Works.

Carrying out the Works

6. In carrying out the Works, the Owner must:
 - (i) Ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia and relevant Australian standards and the requirements of any appropriate authority;
 - (ii) ensure that the works are carried out in such a way as to minimise disruption or

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

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- inconvenience to any owner or occupied of any other lot;
- (iii) ensure that the Works are carried out in accordance with the plans, drawings and specifications that have been approved in accordance with this By-Law;
 - (iv) take reasonable precautions to protect all areas of the building outside the Owner's lot from damage by the Works;
 - (v) ensure that all construction materials, equipment, debris and other material associated with the Works is transported over common property in the manner reasonably directed by the executive committee and that no construction materials, equipment, debris and other material associated with the works is deposited on the common property at all or on the pavement outside the building for longer than 24 hours unless prior arrangements have been made by the Owner or the Owner's contractor with the executive committee for the use and siting of a rubbish skip or dump bind;
 - (vi) ensure that all areas of the complex outside the Owner's lot which are affected by the Works are kept clean and tidy throughout the performance of the Works;
 - (vii) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Owner's lot;
 - (viii) ensure that the Works are only performed between the hours of 7.30 am and 5.00pm Monday to Friday, 8.00 am to 2.00pm on Saturday and not at all on Sunday or any public holiday;
 - (ix) ensure that no doors or access ways are blocked, or propped open or hindered in any way by the Owner or the Owner's contractor, his employees, servants or agents or by construction materials, equipment, debris and other material associated with the Works;
 - (x) ensure that the Works do not interfere with or damage the common property (other than as is approved in an appropriate by-law) or the property of any other lot owner or occupier;
 - (xi) ensure that neither the Owner nor the Owner's contractor, his employees, servants or agents uses any of the owners corporation's garbage bins to store or cart debris, building materials, tools or equipment;
 - (xii) ensure that any damage caused by the Owner or the Owner's contractor, his employees, servants or agents in the performance of the Works is made good within a reasonable period after that damage occurs;
 - (xiii) ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond the Owner's reasonable control, the Works are completed within one (1) month of their commencement or such longer period of time as the executive committee, acting reasonably, permits.

Following installation

7. The Owner must within a reasonable period:

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- (i) notify the Owners Corporation that the installation of the Works has been completed;
- (ii) provide the Owners corporation with a copy of any certificate or certification that has been required by an authority, such as Council to approve the installation;
- (iii) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this By-Law or any consents provided under this By-Law such right to access will expire once the Owners Corporation is reasonably satisfied that this By Law has been complied with.

Enduring rights and obligations

8. The Owner must:

- (i) at the Owner's cost, maintain the fixtures and fittings installed in the course of the Works in a state of good and serviceable repair and the Owner must renew or replace those fixtures and fittings when necessary and in the event that the Owner fails to do so, the owners corporation may, at the Owner's cost:
 - (a) carry out all work necessary to maintain, repair or replace the fixtures and fittings installed as part of the Work;
 - (b) enter upon any part of the Owner's lot to carry out that Work;
 - (c) recover the costs of carrying out that Work from the Owner as a debt due; and
 - (d) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or Order,and the Owner indemnifies the Owners Corporation against any liability flowing from the actions of the Owners Corporation pursuant to this clause.
- (ii) must not carry out any alterations or addition or do any works (other than the Works expressly approved under this By-Law; and
- (iii) must not vary the Works without the approval of the Owners Corporation.

Ownership of Works

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

Applicability

10. In the event 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 TO CONSOLIDATION/CHANGE OF BY-LAWS
CONDITIONS & PROVISIONS
THE OWNERS – STRATA PLAN NO 84245

Annexure A

Form of Special Resolution

Motion <>

Subject to the By-law in the next succeeding motion being approved, The Owners – Strata Plan No 84245 SPECIALLY RESOLVE pursuant to Section 65A of the Strata Schemes Management Act, 1996 (NSW) for the purposes of improving or enhancing the common property to specifically authorise the Works carried out by the owner of the Lot to lot and common property in the terms and in the manner set out in the By-law.

Form of By-Law

Motion <>

Subject to the preceding motion being passed, The Owners – Strata Plan No. 84245 SPECIALLY RESOLVED pursuant to Section 52 of the Strata Schemes Management Act, 1996 (NSW) to make a By-law I the following terms:

SPECIAL BY-LAW NO. BALCONY SCREENING

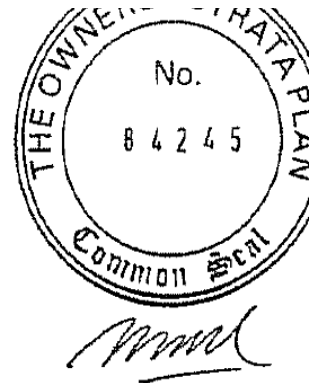
The provisions of Part 1, 2, and 3 of Special By-Law No. < > are adopted for the purposes of this By-Law with the exception of the amendment of the definition of "Lot" as follows;

2(v) **"Lot"** means ____in strata plan no 84245.

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS
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Annexure B

Specifications



WINDOW FROSTING

Company: Visual Signs
Address: 8 Bay Rd., Taren Point
Contact: Warren
Mobile: 0414 641 925
Website: www.visualsigns.com.au See Window Frosting

This company provides a Window Frosting film which is professionally applied to the glass panels which form part of the balcony. It provides a modesty opaque finish which cannot be seen through.

BALCONY SCREENING PANELS

Company: Woody's Metal Work
Address: 3/5 Fox St. Narellan 2574
Contact: Bruce Woodward
Mobile: 0412 277 016
Website: www.woodymetalwork.com.au

This company provided the original burgundy screening which is seen about the complex. By engaging this provider and this product, we will be maintaining *absolute* aesthetic uniformity to the façades of the buildings.

NOTE

If one or both of the above companies are unable or unwilling to perform the work the Executive Committee will provide an alternate contractor to perform the Work, with the Work to be substantially similar to that performed by the companies above.

Special By-law No. 3 – Balcony Screening (Lots 1, 11, 13, 27 & 39)ⁱⁱⁱ

The provisions of Part 1, 2, and 3 of Special By-Law No. 2 are adopted for the purposes of this By-Law with the exception of the amendment of the definition of "Lot" as follows:

2(v) "Lot" means 1, 11, 13, 27 & 39 in strata plan no 84245.

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Special By-law No. 4 – Air conditioning maintenance (Lots 69, 70 and 71)^{iv}

1. Introduction

- 1.1 This by-law addresses the repair and maintenance of the air conditioning system to be installed on Common Property by the Owner.

2. Definitions & Interpretation

- 2.1 In this by-law:

"Building" means the building to which the air conditioning system is attached.

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

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

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

"Lot" means lots 69, 70 and 71 within the Strata Scheme.

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

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

"Owner" means the owner of the Lot and that owner's successors in title.

"Owners Corporation" means the owners corporation for the Strata Plan 84245.

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

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

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

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

- 2.2 In this by-law:

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

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

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

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

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- two genders,
- 2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- 2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- 2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and
- 2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency

3. **Responsibility for Maintenance and Upkeep**

- 3.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the air conditioning system they have installed on the Common Property which services Lots 69, 70 and/or 71 only and, when necessary, renewing or replacing any part of the said system.
- 3.2 Furthermore, the Owner is required to install, maintain and repair if necessary the air conditioning to ensure that condensate water runoff is eliminated from common property.
- 3.3 Any installed air conditioner by the Owner will be installed and maintained in an acceptable manner so as to ensure all noise emissions are within acceptable limits of applicable legislation, including but not limited to the environmental planning act and regulations (as amended).

Special By-law No. 5 – By-law for Works (Lot 8)^v

1. **Introduction**

The purpose of this by-law is to:

- (a) GRANT the Owner special privileges in respect of the specified part of the common property to carry out and to keep the Works to be carried out;
- (b) CONFER on the Owner, the right to keep and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;

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THE OWNERS – STRATA PLAN NO 84245

- (c) REGULATE the repair, maintenance and replacement obligations under this by-law; and
- (d) INDEMNIFY the Owners Corporation,

on the terms and conditions of this by-law to which the Owner has consented in writing.

2. Definitions & Interpretation

2.1 Definitions

In this by-law:

- (a) **“Act”** means the *Strata Schemes Management Act, 2015* (NSW).
- (b) **“Authority”** means any statutory, governmental or other body having authority over the Lot or the Building including local council.
- (c) **“Bathroom Works”** means renovations to the bathroom of the Lot, including the full demolition and strip-out of all waterproofing, wall and floor tiles and other fixtures and fittings including permanent removal of the bathtub with replacement shower in lieu and replacement with new waterproofing, wall and floor tiles, and other fixtures and fittings (ceiling excepted and no relocation of services).
- (d) **“Building”** means the building(s) situated at 222 – 228 Coward Street Mascot NSW 2020.
- (e) **“Claims”** means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the Owners Corporation.
- (f) **“Insurances”** means:
 - (i) Insurance incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;
 - (ii) Workers’ compensation insurance where required;
 - (iii) Insurance under the *Home Building Act, 1989* (where required); and
 - (iv) Public liability insurance for the amount of \$20,000,000.00.
- (g) **“Lot”** means lot 8 in the Strata Scheme.
- (h) **“Owner”** means the owner(s) of the Lot.
- (i) **“Owners Corporation”** means the owners corporation created on registration of the Strata Scheme.
- (j) **“Strata Scheme”** means the strata scheme created upon registration of strata plan no 84245.
- (k) **“WH & S Law”** means any work, health and safety law including the *Work Health and Safety Act, 2011* (NSW) and the *Work Health and Safety Regulation, 2017* (NSW).
- (l) **“Works”** means the works to be carried out to Lot and common property for and in connection with the improvements and modifications to the Lot for the Bathroom

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Works together with the application of effective waterproofing and fire-rating (where required) and the repair, maintenance and replacement, if necessary, and/or removal of the above works together with the making good of lot and common property (including the Lot) affected or damaged by any of the above works, all such works to be carried out strictly in accordance with the provisions of this by-law.

2.2 Interpretation

In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency;
- (k) where a specific number of a Lot is identified, reference is made to that specific Lot and corresponding Owner in the Strata Scheme; and
- (l) reference to Works includes, where relevant, any ancillary equipment (including transformers), fittings, conduits and other componentry of the Works whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings, conduits and componentry.

3. Grant of special privileges

The Owner shall have the special privilege in respect of the common property to carry out and to keep the Works on the terms and conditions of this by-law. For clarity, the Owner has the special privilege and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property.

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 84245

4. Conditions

4.1 Prior to commencement of the Works

Before commencing the Works, the Owner shall, at its own cost:

- (a) **(provide information)** provide to the Owners Corporation:
 - (i) plans, diagrams and details of the location of all parts of the Works;
 - (ii) detailed information providing proposed specifications, method of installation, method of waterproofing, and, where relevant, the acoustic performance, insulation, type, colour, style and size of the Works; and
 - (iii) a dilapidation report, if requested by the Owners Corporation
- (b) **(give consent)** give its written consent to the making of this by-law and to the repair and maintenance responsibilities imposed or conferred by this by-law in terms of the document which may be attached at **Annexure "A"**;
- (c) **(approvals from Authorities)** obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (d) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the Owners Corporation;
- (e) **(give notice)** give written notice to all occupiers at the Strata Scheme of the dates and times of its intended Works approved under this by-law;
- (f) **(costs)** pay all the costs of the Owners Corporation including:
 - (i) professional fees required to properly consider and approve the Works including legal and strata management and other experts' fees; and
 - (ii) registration/consolidation fees for the registration of this by-law; and
- (g) **(obtain written authorisation)** obtain the written authorisation of the Owners Corporation to commence the Works, and, in this regard, the strata committee having regard to the terms of this by-law, is expressly authorised to give such authorisation.

4.2 Compliant Works

The Owner must ensure at the Owner's cost, and without derogating from the generality of the other provisions of this by-law that the Works:

- (a) **(no nuisance)** do not cause any noise or nuisance or other disturbance to an owner or occupier of another lot in the Strata Scheme or to any neighbouring property and the Owner shall ensure that the Works do not cause water escape or water penetration to lot or common property (including the Lot);
- (b) **(certification)** have acoustic, fire, electrical, plumbing, structural and waterproofing and/or other certification as required by the Owners Corporation; and
- (c) **(Authority's requirements)** have any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation.

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4.3 Installation, repairs & maintenance

The Owner, when carrying out, effecting or removing the Works (including, for clarity, its repair and maintenance and other obligations under this by-law), shall:

- (a) ensure the Works are carried out to "best practice" standards;
- (b) use duly licensed and insured employees, contractors and/or agents, where necessary;
- (c) ensure compliance with the requirements of any Authority and/or the Owners Corporation and ensure that the Works are carried out as and when required or when reasonably directed by the Owners Corporation from time to time including any requirements for permitted hours of work and the protection and cleaning of the common property;
- (d) ensure compliance with the current Australian Building Codes and Standards and WH & S Law;
- (e) ensure they are conducted expeditiously with a minimum of disruption;
- (f) ensure they are conducted in a proper and workmanlike manner;
- (g) effect and maintain the Insurances;
- (h) preserve the structural, fire and waterproofing integrity of the Building;
- (i) protect all affected areas of the Building from damage;
- (j) not store any items on or otherwise use any area of the common property except as may be permitted by this by-law or in writing by the Owners Corporation;
- (k) remove demolition and other building works waste from the common property each day using a ute or small truck;
- (l) be responsible for the Owner's employees, contractors and/or agents compliance with the requirements of this by-law; and
- (m) comply with any direction made by the Strata Committee relating to hours and days of work, provision of special notice of noisy work to occupiers likely to be particularly adversely affected by such works and the movement of demolition debris, materials and fittings within the Building.

4.4 Access

The Owner shall provide to the Owners Corporation or its nominated representative(s) and any Authority access to inspect the Lot within twenty-four (24) hours of any request from time to time to assess compliance with this by-law and/or for the purposes of carrying out repair, maintenance, certification or registration of the common property that may adjoin the Works.

4.5 Owner liable & Ownership

- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including during their construction and their use.

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 84245

- (b) The Works remain the property of the Owner exclusively serviced by them. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.

4.6 Indemnity

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their respective use, maintenance, repair or replacement or the requirements of any Authority for or in respect of them.

5. Breach of this by-law

If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority including if is reported that the Works cause nuisance or water penetration, the Owners Corporation may, without prejudice to its other rights and remedies:

- (a) demand cessation of the Works;
- (b) demand rectification of the breach or contravention;
- (c) demand the removal of the Works and require the reinstatement/making good of the common property, at the cost of the relevant Owner;
- (d) enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation); and
- (e) recover as a debt the costs incurred together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

6. Applicability

This by-law binds and enures to the benefit of any and all future Owners.

7. Divestment of Owners Corporation's responsibility

The Owners Corporation specially resolved pursuant to Section 106(3) of the *Strata Schemes Management Act, 2015* (NSW) that:

- (a) it is inappropriate to maintain, renew, replace or repair the Bathroom Works, including any waterproofing carried out by and servicing Lot 8; and
- (b) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS


THE OWNERS – STRATA PLAN NO 84245

-
- ⁱ SBL 1 – Registered dealing #AG56444 Passed by the Owners Corporation on 05.10.2011
 - ⁱⁱ SBL 2 – Registered dealing #AH564772 Passed by the Owners Corporation on 12.12.2012
 - ⁱⁱⁱ SBL 3 – Registered dealing # AI269775 Passed by the Owners Corporation on 11.12.2013
 - ^{iv} SBL 4– Registered dealing # AJ228107 Passed by the Owners Corporation on 15.12.2014
 - ^v SBL 5 – Passed by the Owners Corporation on 01.03.2023

Approved Form 23

Attestation

The seal of The Owners – Strata Plan No 84245 was affixed on 23rd March 2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act, 2015* (NSW) to attest the affixing of the seal.

Signature: 

Name: Darren Bolton

Authority: Strata Managing Agent



Executed at 2:08pm on 23.03.2023 by electronic signature affixed by me, Darren Bolton.

Approved Form 10
Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 84245 was affixed on 23rd March 2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* (NSW) to attest the affixing of the seal.



Signature:

Name: Darren Bolton

Authority: Strata Managing Agent

Executed at 2:09pm on 23.03.2023 by electronic signature affixed by me, Darren Bolton.



Lodger Details

Lodger Code 503650C
Name JLAWYERS
Address EQUINOX
STR 3, 94-98 RAMSGATE AV
BONDI BEACH 2026
Lodger Box 1W
Email MONIKA@JLAWYERSPTYLTD.COM.AU
Reference NK20240218

Land Registry Document Identification

AU58551

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/SP84245	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP84245
Other legal entity

Meeting Date

06/05/2024

Amended by-law No.

Details Not applicable

Added by-law No.

Details Special By-law No. 7

Repealed by-law No.

Details Not applicable

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. SP84245

Signer Name MONIKA JANDREK

Signer Organisation JLAWYERS PTY. LIMITED

Signer Role PRACTITIONER CERTIFIER

Execution Date 10/05/2024

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 84245


Consolidated Strata By-Laws

TIAN TONG GARDEN

222 – 228 Coward Street MASCOT NSW
2020

The Owners – Strata Plan No. 84245



Signature: 

Name: Nicole Kazzi

Authority: Strata Managing Agent

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 84245

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CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 84245

Developer By-laws 1 – 31

1. Noise

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

2. Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not lease, sub-lease, licence or in any other manner allow, permit or invite a person who is neither an owner nor an occupier of a lot use the car space forming a part of that lot.
- (3) An owner, occupier or their invitee must not under any circumstances, wash their motor vehicle on common property other than in the carwash bay.

3. Obstruction of common property

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

4. Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

5. Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device, structure or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, but subject to By-Law 31 below, the owner of a lot must:

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CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 84245

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in clause (3) that forms part of the common property and that services the lot.

6. Behaviour of owners and occupiers

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

7. Children playing on common property in building

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

8. Behaviour of invitees

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

9. Depositing rubbish and other material on common property

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

10. Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11. Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

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12. Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes or, in the case of Lots 69, 70 or 71 (hereinafter the "Commercial Lots"), during the ordinary course of business operation, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13. Changes to floor coverings

- (1) An owner or occupier of a residential lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law 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 or surface concerned.

14. Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15. Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot

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- except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot:
- (a) must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
- (b) must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and
- (c) if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- (5) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

16. Keeping of animals

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a residential lot must not, without the prior written approval of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a residential lot or the common property.
- (3) The owners corporation can only approve an owner or occupier of a residential lot to keep a cat, small dog or small caged bird on the lot then the owner or occupier must:
- (a) notify the owners corporation when the animal is being kept on the lot, and
- (b) keep the animal within the lot, and
- (c) carry the animal when it is on the common property, and
- (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

17. Appearance of lot

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

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

18. Change in use of lot

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).
- (2) A parking space must be used for parking only and no other use. A caged storage must be used for as storage only and no other use.

19. Fire safety

- (1) Each year, the Owners Corporation must engage the service of a fire safety professional to help it produce and submit annual fire safety statement to the local council within 12 months after the issuance of the last fire safety certificate or annual fire safety statement, and cause copies of the same to be forwarded to the Fire Commissioner and prominently displayed in the building. If any repairs or maintenance is recommended by the fire safety professional, the owners corporation must cause such works to be completed as soon as practicable.
- (2) The owners corporation must ensure that a notice regarding fire exits is displayed in the manner that meets the requirement of s183 of the Environmental Planning and Assessment Regulation 2000. The owners, occupiers and their invitees must not remove, damage or otherwise interfere with the said notice.
- (3) The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.
- (4) The owner or occupier of a lot must not, and must not permit their invitee to:
 - a. place anything that may impede the free passage or path to a fire exit (which includes any stairway, passage way or ramp serving as or forming part thereof), or
 - b. interfere with or cause obstruction or impediment to the operation of any fire doors, or doors/doorway to fire exits.

20. Prevention of hazards

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

21. Controls on hours of operation and use of facilities

- (1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme that facilities situated on the common property may be used only during certain times or on certain conditions.

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

22. Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot used for residential purpose must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

23. Exclusive use of ground floor common property

- (1) This by-law is made under the provisions of Division 4 of Part 5 of Chapter 2 of the Strata Schemes management Act 1996, in respect of the exclusive use areas marked W, X, Y and Z on the strata plan located on the Ground Floor.
- (2) The occupier of a Commercial Lot is entitled to, subject to local council's approval where necessary, use the corresponding exclusive use area as noted on the strata plan (the "CEUA") in a reasonable manner for the purpose of carrying out his business, including but not limited to:
- using the CEUA as customer service/seating area;
 - installing awning covering the exclusive use area;
 - erect umbrella within the CEUA; and
 - erect portable small signage within the CEUA.
- (3) The occupier of a Commercial Lot must:
- at his own cost maintain the general cleanness of CEUA;
 - at his own cost maintain and keep the CEUA in good repair, except for fair wear and tear;
 - undertake a public liability insurance policy for the CEUA by which the limit of insured cover shall be no less than ten million dollars (\$10,000,000.00) as to the amount to be paid in respect of any single accident or event;
 - ensure that its agents, employees and invitees will not cause any damages to the common property and surrounding landscaping; and
 - not to use the CEUA for storage purpose.
- (4) The occupier of a commercial lot is entitled to have exclusive use of the CEUA only for the duration time whilst that occupier maintains a legal occupier of that commercial lot and operates its own business thereon.
- (5) The occupier of a commercial lot must not lease, licence or in any way part with the possession of the exclusive use area.
- (6) Upon the receipt of reasonable notice, the occupier of a commercial lot must give the Owners Corporation or its agent reasonable access to the CEUA for the purpose of carrying out its duties and functions.
- (7) This by-law may only be amended by a special resolution of the Owners Corporation and with the consent of the owners of Lots 69, 70 and 71.

24. Commercial Signage

The occupier of a commercial lot is permitted to install, fix or exhibit shop/business signage right above the shop front windows and/or directly to the shop window at his own cost provided that, in the event that person/entity ceases to be an owner or occupier of that commercial lot, such signage is removed from the common property and the condition of the wall to which the signage is attached to is reinstated. If that person/entity fails to remove the signage and reinstate the condition of the wall within a reasonable period

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of time, the owners corporation is entitled to cause the signage removed and such cost shall be borne by the person who owns that commercial lot at the time of the signage is removed.

25. Building Management

- (1) The Owners Corporation has the power and authority to appoint and enter into an agreement with a building manager to assist it to manage, maintain and repair Common Property. The building manager may assist in the supervision of cleaning, garbage removal, security, repairs, maintenance, building works, supervision of all contractors, the co-ordination of deliveries and the movement of goods, furniture and large articles through Common Property.
- (2) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) security services;
 - (b) cleaning;
 - (c) garbage disposal and recycling services;
 - (d) landscaping;
 - (e) maintenance of car wash bay;
 - (f) maintenance of wastewater and stormwater treatment devices;
 - (g) maintenance of all artificial features within the common property;
 - (h) electricity, water or gas supply;
 - (i) telecommunication services.

26. Waste Disposal and Collection

- (1) The Owners Corporation must employ a person or engage a service provider to manage the disposal and collection of waste material by Council, including but not limited to:
 - (a) placing the waste and recycle bins at the roadside between 4.00 pm and 7.00 pm the day prior to their respective collection day in a manner that is in line with the local council's requirements;
 - (b) soon after council's collection of contents, retrieving bins by 12 noon on the collection day;
 - (c) cleansing of bins;
 - (d) storing bins in the compound and the like together with its plant and equipments;
 - (e) reporting to owners corporation or, if appointed, building manager if any bin is missing or damaged so that the latter can arrange for replacement in a timely manner; and
 - (f) maintaining the waste storage area in a proper manner and keeping it in a clean and safe state.
- (2) If the occupier of a commercial lot operates a business that produces trade/commercial waste, that occupier must arrange for removal of such trade/commercial waste at his own costs in a manner that is in compliance with the local council's relevant requirements. If the trade/commercial waste produced by that occupier's business is perishable (such as food waste), such occupier must arrange for the trade/commercial waste to be removed daily.
- (3) If the local council requires specific bins to be used for trade/commercial waste, the commercial lot occupier whose business produces trade/commercial waste must, prior to its commencement of business, at its own cost, arrange for such bin to be purchased from approved supplier and deposit such bin at the bin storage area or such other area approved by the local council and consented by the owners corporation.

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27. Maintenance of Landscaping

- (1) The Owners Corporation is required to enter into a deed with the Botany Bay City Council (the "Council") in respect of the maintenance of landscaping within strata plan 84245 (the "Landscaping Deed") and provide landscaping bond to the Council. If the owners corporation has breached the Landscaping Deed or council's other policies regarding landscaping, and such breach is directly caused by a lot owner or any person permitted to occupy or visit his lot, then that owner shall indemnify the owners corporation against any financial loss arising thereof.
- (2) The Owners Corporation must employ a person or engage a service provider (the "Owners' Landscaper") to maintain the landscaping within the common property and ensure that the Landscaping Deed is complied with.
- (3) The owner and occupier of a residential lot on the Ground Floor must, at his/her own cost, diligently maintain all natural plants, lawn and all other parts of the landscaping within that lot and provide proper irrigation by using the hose cocks installed in that lot.
- (4) If for any reason, the plants, lawn and all other parts of the landscaping within any residential lot on the Ground Floor is damaged, the owner and/or occupier must at his/her own cost reinstate the condition of the landscaping within thirty (30) days, failing which the Owners Corporation shall be entitled to apply for an order from a court or tribunal with proper jurisdiction requiring that owner and/or occupier's compliance with this by-law.
- (5) Except for reasonable maintenance, the owner and occupier of a residential lot on the Ground Floor must not remove, modify, damage or in any manner change the landscaping or part thereof within that lot, unless prior consent has been obtained from the owners corporation and the Council.

28. Car Wash Bay

- (1) The owner and occupier of a lot may use the car wash bay during the hours nominated by the owners corporation.
- (2) Carwash Bay shall only be used for the purpose of washing a lot owner or occupier's vehicle but no other purpose. No vehicle is permitted to be parked at the Car Wash Bay unless during the period of using the Carwash Bay.
- (3) The lot owner or occupier using the Carwash Bay must:
 - (a) turn off all taps after using;
 - (b) leave the Carwash Bay clean and tidy;
 - (c) use the water provided at the Carwash Bay for car wash purpose only;
 - (d) have regard to the safety of pedestrians and traffic;
 - (e) not perform degreasing, engine washing or mechanical work at the Carwash Bay; and
 - (f) comply with any Carwash guidelines provided by the owners corporation.
- (4) The Owners Corporation must employ a person or engage a service provider to clean and maintain the car wash bay on a regular basis. The Owners Corporation shall also approve a maintenance management plan that includes a contingency plan in case of car wash system failure.

29. Wastewater and Stormwater Treatment Devices

The Owners Corporation must employ a person or engage a service provider to maintain the wastewater and stormwater treatment devices (including drainage systems, sumps and traps) on a regular basis, and cause that person or service provider to dispose all collected liquid or solid wastes in a manner that will not cause pollution of water and is in compliance with the Protection of the Environment Operations Act 1997.

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30. Exclusive Use of Air-conditioning System within the Lot

- (1) The ducted air-conditioning system in each lot, including its internal unit(s), external condensing unit(s), vents, pipes and any other parts connected, attached or fixed thereto supporting the functioning of the system are part of the common property. The owner and/or occupier of each lot have the exclusive use of the air- conditioning system services that lot. The Owners Corporation may amend or cancel this by-law by special resolution and with the written consent of the owner of each apartment.
- (2) If reasonable prior notice is given, the owner and/or occupier must provide access to the Owners Corporation or its employee, agent or contractor for that person or persons to carry out maintenance and repair works to the air-conditioning system servicing that lot.
- (3) The owner and/or occupier of a lot must not remove, relocate or damage the external condensing unit within that lot, or engage any works to be carried out to the air-conditioning system by himself. Maintenance and repairs of the air-conditioning system must only be carried out by the owners corporation pursuant to By-Law 31 below.
- (4) The Owners Corporation may during annual general meeting pass a resolution for periodic maintenance works to be carried out to the air-conditioning systems in the building.

31. Maintenance and Repair of Common Property

- (1) An owner and/or occupier of a lot must promptly notify the Owners Corporation or its strata manager of any damage to, defect in, or maintenance issues in relation to the common property within, outside or adjoining that lot.
- (2) Subject to paragraph (3) below, the Owners Corporation or its strata manager shall then arrange for repairs in a timely manner.
- (3) In the event that any air conditioning unit, balcony door (including frame and glass and all other parts), fly screen, window (including frame and glass and all other parts) of a Lot is damaged,
 - (a) the Owners Corporation or its agent must arrange for repairs to be carried out within seven (7) days after its receipt of the owner or occupier's notification of the incident,
 - (b) the person or persons carrying out the repair works must be licensed and qualified to carry out the works assigned and have professional knowledge about the acoustic requirements of the Building Code of Australia and any other acoustic standard applicable to the building, and
 - (c) any material used during the repair and the repair works must comply with acoustic requirements of the Building Code of Australia and any other acoustic standard applicable to the building.
 - (d) the owner of that Lot must be responsible for the costs repair works carried out under this paragraph (3).

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**Special By-law No. 1 – Power to Upgrade Security System & Installation of
Subscription Television Servicesⁱ**

1. Definitions

In this by-law the following terms are defined to mean:

“Security System” means a system and mechanisms to permit and facilitate access to and from lots and common property, and to monitor and record said access, including but not limited to the following:

- The installation of security cameras (CCTV) to common property to control the movement of persons to and from the parcel

“Subscription Television Services” means a system and mechanisms to permit and facilitate access for the Lots to subscription television services such as Foxtel.

“Equipment” means all equipment (including cabling) necessary to facilitate the installation operation, maintenance and repair of the Security System and/or subscription television services.

2. Powers & duties

The owners corporation shall have the following additional powers, authorities, duties and functions:

- (a) The power to install the Equipment in the common property and lots;
- (b) The power to enter lots to install, repair or replace the Equipment or any part of the Equipment (if necessary) on the same terms as prescribed section 65 of the Strata Schemes Management Act, 1996;
- (c) The power to enter into arrangements with third parties from time to time for the operation of the Security System;
- (d) The duty to keep any Equipment installed pursuant to this by-law in good and serviceable repair; and
- (e) The power to replace the Equipment from time to time as determined by the owners corporation.

Special By-law No. 2 – Balcony Screeningⁱⁱ

1. Grant of right

Notwithstanding anything contained in any By-law applicable to the scheme, then Owner has the special privilege (at the Owner’s cost and to remain the Owner’s fixture) to carry out the Works and exclusive use of the area in which the Works are carried out subject to the terms and conditions contained in this By-law.

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2. Definitions

In this by-law:

- (i) **Act** means the Strata Schemes Management Act, 1996;
- (ii) **Balcony screening** means a panel that is affixed to the balcony to provide privacy and is consistent with the type and colour of screening that was present at the time the Owners Corporation was created.
- (iii) **Council** means Botany Bay Council.
- (iv) **Insurance** means:
 - (a) contractors all risk insurance (including but not limited to public liability insurance) in an amount not less than \$10,000,000.
 - (b) insurance required under the *Home Building Act 1989 (NSW)* (if applicable); and
 - (c) workers' compensation insurance.
- (v) **Lot** means any lot in strata plan 84245.
- (vi) **Owner** means the owner(s) of the lot.
- (vii) **Owners Corporation** means the owners corporation that was created upon registration of strata plan no 84245.
- (viii) **Specifications** means the specification of the window frosting and balcony screening as attached to this By-Law and marked Annexure 'B'.
- (ix) **Window frosting** means a membrane or the like applied to the balcony glass panels that produces an opaque finish.
- (x) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owners' installation, repair, maintenance and replacement (if necessary), of balcony screening together with the restoration of lot and common property damaged by the works and all of which are to be conducted strictly in accordance with this By-Law and specifications.

3. Interpretation

In this by-law:

- (i) the singular includes plural and vice versa;
- (ii) any gender includes the other gender;
- (iii) any terms in the by-law will have the same meaning as those defined in the Act;
- (iv) references to legislation include references to amending and replacing legislation; and
- (v) Reference to the Owner in this By-Law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees.

**Part 3
Conditions**

Prior to commencement of the Works

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

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- (a) Prepare and provide to the Owners Corporation:
 - (i) a new By Law pursuant to section 52 of the Act and a special resolution pursuant to section 65A of the Act; and
 - (ii) the Owner's written consent to the passing of the By-Law and consent to be responsible for maintenance, repair and replacement of the Works,

such By-Law, special resolution and consent to be prepared substantially in terms of the forms attached at Annexure A and to be considered at a general meeting of the Owners Corporation; and
 - (b) effect and maintain Insurance and provide a copy to the Owners Corporation.
5. Following compliance with section (4) of this By-Law and at least 21 days prior to undertaking any works, the Owner must first notify the Owners Corporation in writing of:
- (a) the Owner's intended date to commence the Works; and
 - (b) provide to the executive committee the certificate of currency of the Insurance policy of the building contractor carrying out the Works.

Carrying out the Works

6. In carrying out the Works, the Owner must:
- (i) Ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia and relevant Australian standards and the requirements of any appropriate authority;
 - (ii) ensure that the works are carried out in such a way as to minimise disruption or inconvenience to any owner or occupied of any other lot;
 - (iii) ensure that the Works are carried out in accordance with the plans, drawings and specifications that have been approved in accordance with this By-Law;
 - (iv) take reasonable precautions to protect all areas of the building outside the Owner's lot from damage by the Works;
 - (v) ensure that all construction materials, equipment, debris and other material associated with the Works is transported over common property in the manner reasonably directed by the executive committee and that no construction materials, equipment, debris and other material associated with the works is deposited on the common property at all or on the pavement outside the building for longer than 24 hours unless prior arrangements have been made by the Owner or the Owner's contractor with the executive committee for the use and siting of a rubbish skip or dump bind;
 - (vi) ensure that all areas of the complex outside the Owner's lot which are affected by the Works are kept clean and tidy throughout the performance of the Works;
 - (vii) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Owner's lot;
 - (viii) ensure that the Works are only performed between the hours of 7.30 am and 5.00pm Monday

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- to Friday, 8.00 am to 2.00pm on Saturday and not at all on Sunday or any public holiday;
- (ix) ensure that no doors or access ways are blocked, or propped open or hindered in any way by the Owner or the Owner's contractor, his employees, servants or agents or by construction materials, equipment, debris and other material associated with the Works;
 - (x) ensure that the Works do not interfere with or damage the common property (other than as is approved in an appropriate by-law) or the property of any other lot owner or occupier;
 - (xi) ensure that neither the Owner nor the Owner's contractor, his employees, servants or agents uses any of the owners corporation's garbage bins to store or cart debris, building materials, tools or equipment;
 - (xii) ensure that any damage caused by the Owner or the Owner's contractor, his employees, servants or agents in the performance of the Works is made good within a reasonable period after that damage occurs;
 - (xiii) ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond the Owner's reasonable control, the Works are completed within one (1) month of their commencement or such longer period of time as the executive committee, acting reasonably, permits.

Following installation

7. The Owner must within a reasonable period:
- (i) notify the Owners Corporation that the installation of the Works has been completed;
 - (ii) provide the Owners corporation with a copy of any certificate or certification that has been required by an authority, such as Council to approve the installation;
 - (iii) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this By-Law or any consents provided under this By-Law such right to access will expire once the Owners Corporation is reasonably satisfied that this By Law has been complied with.

Enduring rights and obligations

8. The Owner must:
- (i) at the Owner's cost, maintain the fixtures and fittings installed in the course of the Works in a state of good and serviceable repair and the Owner must renew or replace those fixtures and fittings when necessary and in the event that the Owner fails to do so, the owners corporation may, at the Owner's cost:
 - (a) carry out all work necessary to maintain, repair or replace the fixtures and fittings installed as part of the Work;
 - (b) enter upon any part of the Owner's lot to carry out that Work;
 - (c) recover the costs of carrying out that Work from the Owner as a debt due; and
 - (d) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or Order,

and the Owner indemnifies the Owners Corporation against any liability flowing from the actions of the Owners Corporation pursuant to this clause.

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- (ii) must not carry out any alterations or addition or do any works (other than the Works expressly approved under this By-Law; and
- (iii) must not vary the Works without the approval of the Owners Corporation.

Ownership of Works

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

Applicability

10. In the event 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

Form of Special Resolution

Motion <>

Subject to the By-law in the next succeeding motion being approved, The Owners – Strata Plan No 84245 SPECIALLY RESOLVE pursuant to Section 65A of the Strata Schemes Management Act, 1996 (NSW) for the purposes of improving or enhancing the common property to specifically authorise the Works carried out by the owner of the Lot to lot and common property in the terms and in the manner set out in the By-law.

Form of By-Law

Motion <>

Subject to the preceding motion being passed, The Owners – Strata Plan No. 84245 SPECIALLY RESOLVED pursuant to Section 52 of the Strata Schemes Management Act, 1996 (NSW) to make a By-law I the following terms:

SPECIAL BY-LAW NO. BALCONY SCREENING

The provisions of Part 1, 2, and 3 of Special By-Law No. < > are adopted for the purposes of this By-Law with the exception of the amendment of the definition of "Lot" as follows;

- 2(v) "Lot" means _____ in strata plan no 84245.

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Annexure B

Specifications



WINDOW FROSTING

Company: Visual Signs
Address: 8 Bay Rd., Taren Point
Contact: Warren
Mobile: 0414 641 925
Website: www.visualsigns.com.au See Window Frosting

This company provides a Window Frosting film which is professionally applied to the glass panels which form part of the balcony. It provides a modesty opaque finish which cannot be seen through.

BALCONY SCREENING PANELS

Company: Woody's Metal Work
Address: 3/5 Fox St. Narellan 2574
Contact: Bruce Woodward
Mobile: 0412 277 016
Website: www.woodymetalwork.com.au

This company provided the original burgundy screening which is seen about the complex. By engaging this provider and this product, we will be maintaining *absolute* aesthetic uniformity to the façades of the buildings.

NOTE

If one or both of the above companies are unable or unwilling to perform the work the Executive Committee will provide an alternate contractor to perform the Work, with the Work to be substantially similar to that performed by the companies above.

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Special By-law No. 3 – Balcony Screening (Lots 1, 11, 13, 27 & 39)ⁱⁱⁱ

The provisions of Part 1, 2, and 3 of Special By-Law No. 2 are adopted for the purposes of this By-Law with the exception of the amendment of the definition of "Lot" as follows:

2(v) "Lot" means 1, 11, 13, 27 & 39 in strata plan no 84245.

Special By-law No. 4 – Air conditioning maintenance (Lots 69, 70 and 71)^{iv}

1. Introduction

1.1 This by-law addresses the repair and maintenance of the air conditioning system to be installed on Common Property by the Owner.

2. Definitions & Interpretation

2.1 In this by-law:

"**Building**" means the building to which the air conditioning system is attached.

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

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

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

"**Lot**" means lots 69, 70 and 71 within the Strata Scheme.

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

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

"**Owner**" means the owner of the Lot and that owner's successors in title.

"**Owners Corporation**" means the owners corporation for the Strata Plan 84245.

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

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

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

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

2.2 In this by-law:

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

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- 2.2.2 references to any statutory or like provisions include any statute or like provisions, amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- 2.2.3 words importing the singular number include the plural and vice versa,
- 2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,
- 2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- 2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- 2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by- law, and
- 2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency

3. **Responsibility for Maintenance and Upkeep**

- 3.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the air conditioning system they have installed on the Common Property which services Lots 69, 70 and/or 71 only and, when necessary, renewing or replacing any part of the said system.
- 3.2 Furthermore, the Owner is required to install, maintain and repair if necessary the air conditioning to ensure that condensate water runoff is eliminated from common property.
- 3.3 Any installed air conditioner by the Owner will be installed and maintained in an acceptable manner so as to ensure all noise emissions are within acceptable limits of applicable legislation, including but not limited to the environmental planning act and regulations (as amended).

Special By-law No. 5 – By-law for Works (Lot 8)

1. **Introduction**

The purpose of this by-law is to:

- (a) GRANT the Owner special privileges in respect of the specified part of the common property to carry out and to keep the Works to be carried out;
- (b) CONFER on the Owner, the right to keep and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;
- (c) REGULATE the repair, maintenance and replacement obligations under this by-law; and
- (d) INDEMNIFY the Owners Corporation,

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on the terms and conditions of this by-law to which the Owner has consented in writing.

2. Definitions & Interpretation

2.1 Definitions

In this by-law:

- (a) **“Act”** means the *Strata Schemes Management Act, 2015* (NSW).
- (b) **“Authority”** means any statutory, governmental or other body having authority over the Lot or the Building including local council.
- (c) **“Bathroom Works”** means renovations to the bathroom of the Lot, including the full demolition and strip-out of all waterproofing, wall and floor tiles and other fixtures and fittings including permanent removal of the bathtub with replacement shower in lieu and replacement with new waterproofing, wall and floor tiles, and other fixtures and fittings (ceiling excepted and no relocation of services).
- (d) **“Building”** means the building(s) situated at 222 – 228 Coward Street Mascot NSW 2020.
- (e) **“Claims”** means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the Owners Corporation.
- (f) **“Insurances”** means:
 - (i) Insurance incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;
 - (ii) Workers’ compensation insurance where required;
 - (iii) Insurance under the *Home Building Act, 1989* (where required); and
 - (iv) Public liability insurance for the amount of \$20,000,000.00.
- (g) **“Lot”** means lot 8 in the Strata Scheme.
- (h) **“Owner”** means the owner(s) of the Lot.
- (i) **“Owners Corporation”** means the owners corporation created on registration of the Strata Scheme.
- (j) **“Strata Scheme”** means the strata scheme created upon registration of strata plan no 84245.
- (k) **“WH & S Law”** means any work, health and safety law including the *Work Health and Safety Act, 2011* (NSW) and the *Work Health and Safety Regulation, 2017* (NSW).
- (l) **“Works”** means the works to be carried out to Lot and common property for and in connection with the improvements and modifications to the Lot for the Bathroom Works together with the application of effective waterproofing and fire-rating (where required) and the repair, maintenance and replacement, if necessary, and/or removal of the above works together with the making good of lot and common property (including the Lot) affected or damaged by any of the above works, all such works to be carried out strictly in accordance with the provisions of this by-law.

2.2 Interpretation

In this by-law:

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- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word “includes” or “including” is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency;
- (k) where a specific number of a Lot is identified, reference is made to that specific Lot and corresponding Owner in the Strata Scheme; and
- (l) reference to Works includes, where relevant, any ancillary equipment (including transformers), fittings, conduits and other componentry of the Works whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings, conduits and componentry.

3. Grant of special privileges

The Owner shall have the special privilege in respect of the common property to carry out and to keep the Works on the terms and conditions of this by-law. For clarity, the Owner has the special privilege and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property.

4. Conditions

4.1 Prior to commencement of the Works

Before commencing the Works, the Owner shall, at its own cost:

- (a) **(provide information)** provide to the Owners Corporation:
 - (i) plans, diagrams and details of the location of all parts of the Works;
 - (ii) detailed information providing proposed specifications, method of installation, method of waterproofing, and, where relevant, the acoustic performance, insulation, type, colour, style and size of the Works; and
 - (iii) a dilapidation report, if requested by the Owners Corporation
- (b) **(give consent)** give its written consent to the making of this by-law and to the repair and maintenance responsibilities imposed or conferred by this by-law in terms of the document which may be attached at **Annexure “A”**;
- (c) **(approvals from Authorities)** obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;

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- (d) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the Owners Corporation;
- (e) **(give notice)** give written notice to all occupiers at the Strata Scheme of the dates and times of its intended Works approved under this by-law;
- (f) **(costs)** pay all the costs of the Owners Corporation including:
 - (i) professional fees required to properly consider and approve the Works including legal and strata management and other experts' fees; and
 - (ii) registration/consolidation fees for the registration of this by-law; and
- (g) **(obtain written authorisation)** obtain the written authorisation of the Owners Corporation to commence the Works, and, in this regard, the strata committee having regard to the terms of this by-law, is expressly authorised to give such authorisation.

4.2 Compliant Works

The Owner must ensure at the Owner's cost, and without derogating from the generality of the other provisions of this by-law that the Works:

- (a) **(no nuisance)** do not cause any noise or nuisance or other disturbance to an owner or occupier of another lot in the Strata Scheme or to any neighbouring property and the Owner shall ensure that the Works do not cause water escape or water penetration to lot or common property (including the Lot);
- (b) **(certification)** have acoustic, fire, electrical, plumbing, structural and waterproofing and/or other certification as required by the Owners Corporation; and
- (c) **(Authority's requirements)** have any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation.

4.3 Installation, repairs & maintenance

The Owner, when carrying out, effecting or removing the Works (including, for clarity, its repair and maintenance and other obligations under this by-law), shall:

- (a) ensure the Works are carried out to "best practice" standards;
- (b) use duly licensed and insured employees, contractors and/or agents, where necessary;
- (c) ensure compliance with the requirements of any Authority and/or the Owners Corporation and ensure that the Works are carried out as and when required or when reasonably directed by the Owners Corporation from time to time including any requirements for permitted hours of work and the protection and cleaning of the common property;
- (d) ensure compliance with the current Australian Building Codes and Standards and WH & S Law;
- (e) ensure they are conducted expeditiously with a minimum of disruption;
- (f) ensure they are conducted in a proper and workmanlike manner;
- (g) effect and maintain the Insurances;
- (h) preserve the structural, fire and waterproofing integrity of the Building;
- (i) protect all affected areas of the Building from damage;
- (j) not store any items on or otherwise use any area of the common property except as may be permitted by this by-law or in writing by the Owners Corporation;
- (k) remove demolition and other building works waste from the common property each day using a ute or small truck;

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- (l) be responsible for the Owner's employees, contractors and/or agents compliance with the requirements of this by-law; and
- (m) comply with any direction made by the Strata Committee relating to hours and days of work, provision of special notice of noisy work to occupiers likely to be particularly adversely affected by such works and the movement of demolition debris, materials and fittings within the Building.

4.4 Access

The Owner shall provide to the Owners Corporation or its nominated representative(s) and any Authority access to inspect the Lot within twenty-four (24) hours of any request from time to time to assess compliance with this by-law and/or for the purposes of carrying out repair, maintenance, certification or registration of the common property that may adjoin the Works.

4.5 Owner liable & Ownership

- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including during their construction and their use.
- (b) The Works remain the property of the Owner exclusively serviced by them. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.

4.6 Indemnity

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their respective use, maintenance, repair or replacement or the requirements of any Authority for or in respect of them.

5. Breach of this by-law

If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority including if is reported that the Works cause nuisance or water penetration, the Owners Corporation may, without prejudice to its other rights and remedies:

- (a) demand cessation of the Works;
- (b) demand rectification of the breach or contravention;
- (c) demand the removal of the Works and require the reinstatement/making good of the common property, at the cost of the relevant Owner;
- (d) enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation); and
- (e) recover as a debt the costs incurred together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

6. Applicability

This by-law binds and enures to the benefit of any and all future Owners.

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7. Divestment of Owners Corporation's responsibility

The Owners Corporation specially resolved pursuant to Section 106(3) of the *Strata Schemes Management Act, 2015* (NSW) that:

- (a) it is inappropriate to maintain, renew, replace or repair the Bathroom Works, including any waterproofing carried out by and servicing Lot 8; and
- (b) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

Special By-law No. 6 – By-law for Electric Vehicle Charging Station (Lot 53)^{vi}

1. Introduction

The purpose of this by-law is to:

- (a) GRANT the Owner special privileges in respect of the common property to carry out and to keep the Works carried out;
- (b) CONFER on the Owner, the right to keep and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;
- (c) EMPOWER the Owners Corporation to record, charge back to and recover as a debt from the Lot, the electricity consumption of the Works, if necessary;
- (d) REGULATE the installation and repair, maintenance and replacement obligations under this by-law; and
- (e) INDEMNIFY the Owners Corporation,

on the terms and conditions of this by-law to which the Owner(s) have given their consent in writing.

2. Definitions & Interpretation

2.1 Definitions

In this by-law:

- (a) **“Act”** means the *Strata Schemes Management Act, 2015* (NSW).
- (b) **“Authority”** means any statutory, governmental or other body having authority over the Lot or the Building including local council.
- (c) **“Building”** means the building(s) situated 222 – 228 Coward Street MASCOT NSW 2020.
- (d) **“Claims”** means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses and/or increases in insurance premiums) whatsoever arising out of or in any way connected with the Works which may be claimed against or incurred by the Owners Corporation.
- (e) **“Electric Vehicle Charging Station”** means works for the installation of an electric vehicle charging station to the rear wall of the car space of the Lot and to exclusively service the Lot to be wired using approximately 50 metres of cabling within grey conduit encasement to be connected to the Lot's electric supply in the main switch board room together with

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upgrading the lot's power source from Phase 1 to Phase 3 and associated works to facilitate the above works, all such works to be installed by an electrician or other licensed person approved by the Owners Corporation.

- (f) **"Insurances"** means:
- (i) Contractors' All Risks insurance cover taken out with a reputable insurer on terms approved by the Owners Corporation incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;
 - (ii) Workers' compensation insurance;
 - (iii) Insurances under the *Home Building Act, 1989* (where required); and
 - (iv) Public liability insurance for the amount of \$20,000,000.00.
- (g) **"Lot"** means lot 53 in the Strata Scheme.
- (h) **"Owner"** means the owner(s) of the Lot.
- (i) **"Owners Corporation"** means the owners corporation created on registration of the Strata Scheme.
- (j) **"Quotation"** means the Ryelec Automation & Energy Quotation #2087 dated 12th February 2023 together with the "Eacham Curry Cabling Information", 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.
- (k) **"Strata Scheme"** means the strata scheme created upon registration of strata plan no 84245.
- (l) **"WH & S Law"** means any work, health and safety law including the *Work Health and Safety Act, 2011* (NSW) and the *Work Health and Safety Regulation, 2017* (NSW).
- (m) **"Works"** means the works to be carried out to the Lot and common property for and in connection with the Electric Vehicle Charging Station within the car space of the Lot and the making good of lot and common property (including the Lot) damaged by the above works (if any) and the repair, maintenance and replacement, and/or removal, if necessary, of the above works, all such works to be carried out strictly in accordance with the Quotation and the provisions of this by-law.

2.2 Interpretation

In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or

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- unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency; and
 - (k) reference to Works includes, where relevant, any ancillary equipment, fittings, applications (including waterproofing, if any), finishes and other componentry of the Works whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings, applications (including waterproofing) and other componentry.

3. Grant of special privileges

The Owner shall have the special privilege in respect of the common property to install and to keep the Works on the terms and conditions of this by-law. For clarity, the Owner has the special privilege, exclusive use of and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property and is liable to pay for any and all charges for electricity consumed by the Works.

4. Conditions

4.1 Before commencement of the Works

Before commencing the Works, the Owner shall, at its own cost:

- (a) **(provide information)** provide to the Owners Corporation:
 - (i) plans, diagrams and details of the location of all parts of the Works; and
 - (ii) information providing the brand, proposed specifications, method of installation, level of consumption, and, where relevant, the type, colour, style and size of the Works;
- (b) **(approvals from Authorities)** obtain all necessary approvals/consents/permits from any Authority and provide a copy to the strata committee;
- (c) **(consent)** give its written consent to:
 - (i) the making of this by-law in terms of the document set out in the form of consent in Annexure "A";
 - (ii) the repair and maintenance responsibilities imposed or conferred by this by-law;
- (d) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the strata committee;
- (e) **(advise on all matters)** give advice on all matters likely to affect residents or their services;
- (f) **(notice)** provide to the strata committee and all residents at the Strata Scheme at least forty-eight (48) hours notification of the intended start date of the Works; and
- (g) **(written authorisation)** having complied with all of the above, obtain the written authorisation of the strata committee to commence the Works.

4.2 Compliant Works

Despite anything set out in this by-law, to be compliant with this by-law, the Works must:

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THE OWNERS – STRATA PLAN NO 84245

- (a) **(comply with local council and laws)** comply with any specifications of local council;
- (b) **(in keeping)** be and remain in keeping with the appearance of the Building in the opinion of the Owners Corporation;
- (c) **(not be unsightly)** in case of pipes, wires, cables or other items installed on the common property, not be unsightly;
- (d) **(clean and tidy)** be kept clean and tidy at all times;
- (e) **(no nuisance)** not cause any nuisance or other disturbance to an Owner or occupier of another Lot or neighbouring properties and the Owner shall ensure that the Electric Vehicle Charging Station and/or the Works do not cause electrical interruption, water escape or water penetration to lot or common property (including the Lot);
- (f) **(certification)** have waterproofing, fire, electrical and/or other certification as required by the Owners Corporation
- (g) **(Authority's requirements)** have any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation; and
- (h) **(warranty)** have requisite warranties.

4.3 Installation, repairs & maintenance

The Owner, when carrying out or effecting maintenance and repair (and replacement or removal, if necessary) of the Works or common property affected by the Works, shall:

- (a) use duly licensed and insured employees, contractors and/or agents;
- (b) ensure compliance with the requirements of any Authority ;
- (c) ensure compliance with the requirements of the Owners Corporation (including its agents/employees/strata committee);
- (d) ensure compliance with the current Australian Building Codes and Standards and WH & S Law;
- (e) ensure they are conducted expeditiously with a minimum of disruption;
- (f) ensure they are conducted in a proper and workmanlike manner;
- (g) effect and maintain the Insurances;
- (h) preserve the structural, fire, waterproofing and electric output integrity of the Building;
- (i) protect all affected areas of the Building from damage;
- (j) not store any items on or otherwise use any area of the common property except as may be permitted by this by-law or in writing by the strata committee;
- (k) clean and leave free from debris all areas of Lot and common property on a daily basis; and
- (l) be responsible for the Owner's employees, contractors and/or agents compliance with the requirements of this by-law.

4.4 Owner liable & Ownership

- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including their use.

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 84245

- (b) The Works remain the property of the Owner exclusively serviced by them. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.

4.5 **Indemnity**

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their electricity consumption, use, maintenance, malfunction, repair or replacement or the requirements of any Authority for or in respect of them.

4.6 **Access for inspection**

The Owner shall provide to the Owners Corporation or its nominated representative(s) access to inspect the Lot within twenty-four (24) hours of a request from the Owners Corporation, to assess compliance with this by-law.

5 **Breach of this by-law**

If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority including if is reported that the Works cause nuisance or water penetration, the Owners Corporation may, without prejudice to its other rights and remedies:

- (a) demand cessation of the Works;
- (b) demand rectification of the breach or contravention;
- (c) demand the removal of the Works and require the reinstatement/making good of the common property, at the cost of the relevant Owner;
- (d) enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation); and
- (e) recover as a debt the costs incurred together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

6 **Applicability**

This by-law binds and enures to the benefit of any and all future Owners.

7 **Divestment of Owners Corporation's responsibility for Works**

The Owners Corporation specially resolved pursuant to Section 106(3) of the Act to determine that:

- (a) it is inappropriate to maintain, renew, replace or repair the electric vehicle charging station and associated works installed by the Owner of Lot 53 at the strata scheme; and

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS


THE OWNERS – STRATA PLAN NO 84245

- (b) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

Special By-law No. 7 – By-law for Delegation to Strata Committee to approve Minor Renovations^{vii}

For the purposes of the management, administration, control, use or enjoyment of the lots or the common property and lots of a strata scheme, the Owners Corporation makes this additional by-law to specifically permit the Owners Corporation to delegate its functions under Section 110(6) of the *Strata Schemes Management Act, 2015* (NSW) (the "**Act**") to the strata committee. For clarity, this by-law permits the strata committee to approve "minor renovations" as defined in the Act.



Signature: 

Name: Nicole Kazzi


Authority: Strata Managing Agent

-
- ⁱ SBL 1 – Registered dealing #AG56444 Passed by the Owners Corporation on 05.10.2011
ⁱⁱ SBL 2 – Registered dealing #AH564772 Passed by the Owners Corporation on 12.12.2012
ⁱⁱⁱ SBL 3 – Registered dealing # AI269775 Passed by the Owners Corporation on 11.12.2013
^{iv} SBL 4– Registered dealing # AJ228107 Passed by the Owners Corporation on 15.12.2014
^v SBL 5 – Registered dealing #AS956573 passed by the Owners Corporation on 01.03.2023
^{vi} SBL 6 –Registered dealing # AT483992 passed by the Owners Corporation on 26.05.2023
^{vii} SBL 7 – Passed by the Owners Corporation at the AGM held on 06.05.2024

Approved Form 23

Attestation

The seal of The Owners – Strata Plan No 84245 was affixed 10th May 2024 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act, 2015* (NSW) to attest the affixing of the seal.

Signature: 

Name: Nicole Kazzi

Authority: Strata Managing Agent

Executed at 11:08am on 10.05.2024 by electronic signature affixed by me, Nicole Kazzi.



20 February 2025

Our Ref: Certificate No. 81800
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: 5788917
Receipt Date: 20 February 2025
Your Ref: BENEDICTA FISCA HE:98632

PROPERTY: 5/17 JOHN STREET, MASCOT NSW 2020

Lot 54 SP 84245

FI

Assessment No: 68865

Date: 20 February 2025



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
W www.bayside.nsw.gov.au

Postal address: PO Box 21, Rockdale NSW 2216



Telephone Interpreter Services - 131 450

Τηλεφωνικές Υπηρεσίες Διερμηνέων

بخدمه الترجمة الهاتفية

電話傳譯服務處

Служба за преведување по телефон

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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.

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>

Public exhibition concluded on **Friday 23 February 2024**.

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>

Public exhibition 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.

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>

Public exhibition concluded on Friday **14 June 2024**.

Planning Proposal – Bus Shelter Advertising

On 30 August 2024, Council received a Gateway Determination to amend the Bayside Local Environmental Plan (LEP) 2021 to allow advertising on bus shelters as exempt

development across the Bayside Local Government Area (LGA).

The Planning Proposal seeks to amend the Bayside LEP 2021 by including exempt development provisions to permit advertising on bus shelters under *Schedule 2 Exempt development*.

The Planning Proposal and exhibition materials can be found on Bayside Council's Have Your Say page: <http://haveyoursay.bayside.nsw.gov.au>.

Public exhibition concluded on **Monday 11 November 2024**.

Planning Proposal – Medium Density Residential Uses

On 10 November 2023, Council received a Gateway Determination to make amendments to the *Bayside Local Environmental Plan 2021* to land zoned R3 Medium Density Residential to facilitate development of new homes.

This proposal seeks to:

- **Increase the maximum Floor Space Ratio (FSR)** from 0.6:1 to 0.7:1, and
- **Introduce a new provision** stating that Clause 4.1 will not apply to the subdivision of land in Zone R3 on which the erection of Multi-Dwelling Housing or Attached Dwellings have been approved or are proposed.

For more information and to provide feedback, access Council's Have Your Say Page, available here: <https://haveyoursay.bayside.nsw.gov.au/planning-proposal-medium-density-residential-uses>

Public exhibition concluded on **Monday 11 November 2024**.

Explanation of Intended Effect: Cultural State Environmental Planning Policy (SEPP).

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 to various Environmental Planning Instruments (EPIs) for the following purposes:

Current planning pathways

- Expand the non-refusal standards for different types of entertainment
- Develop new model conditions of consent for entertainment

Events

- Increase development standards for temporary structures used at community events
- Support events at major precincts by enabling more events across new and existing sites
- Support Vivid Sydney with exempt development standards for the temporary light and sound structures
- Allow temporary extended trading hours for unlicensed businesses during special events
- Support events in town halls

Outdoor dining and food trucks

- Investigate providing outdoor music and outdoor dining patron increases using exempt development
- Extend exempt development pathways to make outdoor dining easier at farm gate premises
- Improve provisions for food trucks in residential and conservation zones, and investigate measures for food businesses using shipping containers

Changes to the Business and Industrial Codes in the Codes SEPP

- Allow a change of use in the SP4 enterprise zone
- Development standards to retrofit bike rails and bike lockers in existing buildings

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-cultural-state-environmental-planning-policy-sepp>

Public exhibition concluded on **Friday 7 February 2025**.

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 MU1 Mixed Use

1 Objectives of zone

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To ensure built form and land uses are commensurate with the level of accessibility, to and from the zone, by public transport, walking and cycling.

2 Permitted without consent

Home-based child care; Home businesses; Home occupations

3 Permitted with consent

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Group homes; Hostels; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Waste or resource transfer stations; Vehicle repair stations; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial training facilities; Industries; Jetties; Marinas; Moorings; Mooring Pens; Open cut mining; Port facilities; Recreation facilities (major); Research stations; Residential accommodation; Rural industries; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Wharf or boating facilities; Wholesale supplies

(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.

City of Botany Section 7.11 Development Contributions Plan 2016
City of Botany Bay Section 94A Development Contributions Plan 2016

Note: For a copy of the plans please access Bayside Council's website at www.bayside.nsw.gov.au.

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 not** be carried out on the land in accordance with the above code for the following reason/s:

Part of the land is identified as Class 1 or Class 2 Acid Sulfate Soils on the *Bayside Local Environmental Plan 2021 Acid Sulfate Soils Map*.

Inland Code

Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

Part of the land is identified as Class 1 or Class 2 Acid Sulfate Soils on the *Bayside Local Environmental Plan 2021 Acid Sulfate Soils Map*.

Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

Part of the land is identified as Class 1 or Class 2 Acid Sulfate Soils on the *Bayside Local Environmental Plan 2021 Acid Sulfate Soils Map*.

Rural Housing Code

Complying development **may not be** carried out on the land in accordance with the above code for the following reason/s:

Part of the land is identified as Class 1 or Class 2 Acid Sulfate Soils on the *Bayside Local Environmental Plan 2021 Acid Sulfate Soils Map*.

Greenfield Housing Code

Complying development **may not be** carried out on the land in accordance with the above code for the following reason/s:

Part of the land is identified as Class 1 or Class 2 Acid Sulfate Soils on the *Bayside Local Environmental Plan 2021 Acid Sulfate Soils Map*.

Industrial and Business Buildings Code

Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

Part of the land is identified as Class 1 or Class 2 Acid Sulfate Soils on the *Bayside Local Environmental Plan 2021 Acid Sulfate Soils Map*.

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 not be** carried out on the land in accordance with the above code for the following reason/s:

The land is identified on a map specified in Schedule 4 of the Policy as land affected by a ground water exclusion zone.

Advertising and Signage Exempt Development Code

Exempt development **may not be** carried out on the land in accordance with the above code for the following reason/s:

The land is identified on a map specified in Schedule 4 of the Policy as land affected by a ground water exclusion zone.

Temporary Uses and Structures Exempt Development Code

Exempt development **may not be** carried out on the land in accordance with the above code for the following reason/s:

The land is identified on a map specified in Schedule 4 of the Policy as land affected by a ground water exclusion zone.

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 an 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.

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

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

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

Further Information

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

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

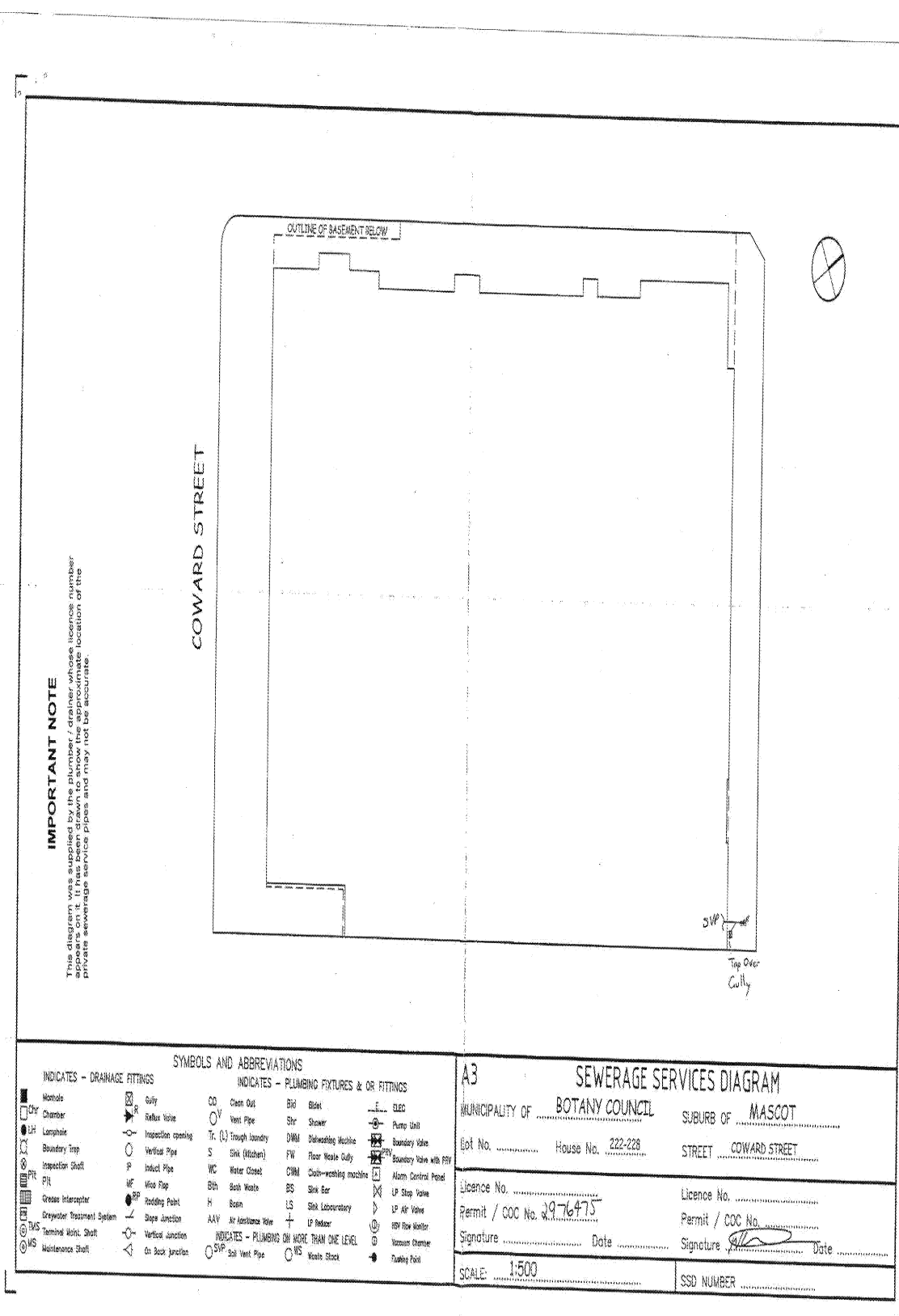
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Sewer Service Diagram

Application Number: 8004091741



Document generated at 20-02-2025 01:00:54 PM

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**.



MS BENEDICTA HENDARTO
9 NORTHUMBERLAND AVE
MOUNT COLAH NSW 2079

Our reference: 7156780607297

Phone: **13 28 66**

25 February 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello BENEDICTA,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411047439722
Vendor name	BENEDICTA HENDARTO
Clearance Certificate Period	25 February 2025 to 25 February 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



Standard Form Agreement

Standard form residential tenancy agreement

Landlord copy

Schedule 1

Important information

Please read this before completing the residential tenancy agreement (the **Agreement**).

- 1 This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 2010, so please read all terms **and** conditions carefully.
- 2 If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
- 3 If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
- 4 The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

This agreement is made on

13 September 2024 at **Mascot NSW 2020, Australia**

between **Yuxin Zhang** and **Benedicta Fisca Hendarto**

Landlord

Benedicta Fisca Hendarto

benedictahendarto@gmail.com

Shop 7/160 Maroubra Road, Maroubra NSW 2035

Note. These details must be provided for landlord(s), whether or not there is a landlord's agent.

Tenants

Yuxin Zhang

Landlord's Agent Details

Stone Maroubra

shop 7 / 160 Maroubra Road, Maroubra NSW 2035

p: +61 282 013 388, e: maroubra@stonerealestate.com.au

Tenant's Agent Details

Falentina Young

Shop 7 / 160 Maroubra Road, Maroubra NSW 2035

p: +61 416 808 801, e: falentinayoung@stonerealestate.com.au

Term of Agreement

The term of this agreement is -

- 6 months
- 12 months
- 2 years
- 3 years
- 5 years
- Other (please specify)
- Periodic (No End Date)

Starting on **the 29th of August 2024** and ending on **the 28th of August 2025**

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

5/17 John Street, Mascot NSW 2020

The residential premises include:

[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]

1 Carpark

Rent

The rent is **\$760.00 per week**, payable in advance starting on **the 29th of August 2024**

Note. Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

The method(s) by which the rent must be paid:

a. by Direct Debit:

Account name	-
Account Number	-
BSB Number	-
Max Debit Amount	-
Comments	Simplerent.com.au
Permission to Debit Invoices	Yes

b. by electronic funds transfer (EFT):

BSB Number	032-257
Account Number	671324
Account name	Westnorth Pty Ltd
Bank name	Westpac Bank
Payment reference	Yuxin5

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]

Already Held

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

Occupants

No more than 1 person(s)

No more than 1 person(s) may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Custom

Electrical repairs , Stone Real Estate
Maroubra
p: (02) 8201 3388

Custom

Plumbing repairs , Stone Real Estate
Maroubra
p: (02) 8201 3388

Custom

Other repairs , Stone Real Estate
Maroubra
p: (02) 8201 3388

Utilities

Is electricity supplied to the premises from an embedded network?

Yes No

Is gas supplied to the premises from an embedded network?

Yes No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Water usage

Will the tenant be required to pay separately for water usage? If yes, see clauses 12 and 13.

Yes No

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

Hardwired smoke alarm

Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

Yes No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

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:**9v**

If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

Yes No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

Yes No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically [optional]

[Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the Residential Tenancies Act 2010 being given or served on them by email. The Electronic Transactions Act 2000 applies to notices and other documents you send or receive electronically.

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

Landlord

Does the landlord give express consent to the electronic service of notices and documents?

Yes No

If yes, see clauses 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Email: maroubra@stonerealestate.com.au

Tenant

Does the tenant give express consent to the electronic service of notices and documents?

Yes No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for **signing**.

Tenancy laws

The Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2019 apply to this agreement. Both the landlord and the tenant must comply with these laws.

The Agreement

Right to occupy the premises

- 1 The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under **'Residential Premises'**.

Copy of agreement

- 2 The landlord agrees** to give the tenant:
- 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

Rent

3 The tenant agrees:

- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4 The landlord agrees:

- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note: The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

Rent increases

- 5 The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note: Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

- 6 The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

7 The landlord and the tenant agree:

- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

Rent reductions

- 8 The landlord and the tenant agree** that the rent abates if the residential premises:

- 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 8.2 cease to be lawfully usable as a residence, or
- 8.3 are compulsorily appropriated or acquired by an authority.

- 9** The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

Payment of council rates, land tax, water and other charges

10 The landlord agrees to pay:

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and

- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11 The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and

- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
- 11.6.1 are separately metered, or
- 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. *Separately metered* is defined in the Residential Tenancies Act 2010.

12 The landlord agrees that the tenant is not required to pay water usage charges unless:

- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4 the residential premises have the following water efficiency measures:
- 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
- 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
- 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
- 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13 The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

Possession of the premises

14 The landlord agrees:

- 14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

Tenant's right to quiet enjoyment

15 The landlord agrees:

- 15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

- 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:

Use of the premises by tenant

16 The tenant agrees:

- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2 not to cause or permit a nuisance, and
- 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17 The tenant agrees:

- 17.1 to keep the residential premises reasonably clean, and
- 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

18 The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- (a) are in a reasonable state of repair, and
- (b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and
- (c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and
- (d) are not liable to collapse because they are rotted or otherwise defective.

19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

Urgent repairs

20 The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: *The type of repairs that are "urgent repairs" are defined in the Residential Tenancies Act 2010 and are defined as follows-*

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

Sale of the premises

21 The landlord agrees:

- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22 The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23 The landlord and the tenant agree:

- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

Landlord's access to the premises

24 The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.

25 The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

26 The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

27 The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

Publishing photographs or visual recordings

28 The landlord agrees: that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of Residential Tenancies Act 2010 for when a photograph or visual recording is published.

29 The tenant agrees: not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the Residential Tenancies Act 2010, it is not unreasonable for the tenant to withhold consent.

Fixtures, Alterations, additions or renovations to the premises

30 The tenant agrees:

- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and
- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31 The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

Locks and security devices

32 The landlord agrees:

- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33 The tenant agrees:

- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

34 A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

Transfer of tenancy or sub-letting by tenant

35 The landlord and the tenant agree that:

- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-

letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.

36 The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

Change in details of landlord or landlord's agent

37 The landlord agrees:

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

Copy of certain by-laws to be provided

[Cross out if not applicable]

38 The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015.

39 The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.

Mitigation of loss

40 The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

Rental bond

[Cross out this clause if no rental bond is payable]

41 The landlord agrees that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

- 41.1** details of the amount claimed, and
- 41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

Smoke alarms

42 The landlord agrees to:

- 42.1 ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out.

Note 1. Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2–42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm

43 The tenant agrees

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15–17 of the Residential Tenancies Regulation 2019.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44 The landlord and the tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

Swimming pools

[Cross out this clause if there is no swimming pool]

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Zhang
the 13th of September
2024
*Yuxin
Zhang*

45 The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots.]

46 The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:

- 46.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

Loose-fill asbestos insulation

47 The landlord agrees:

- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

Combustible cladding

48 The landlord agrees: that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

Significant health or safety risks

49 The landlord agrees: that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

Electronic service of notices and other documents

50 The landlord and the tenant agree:

- 50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

- 50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

Break fee for fixed term of not more than 3 years

51 The tenant agrees: that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

- 51.1 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

52 The landlord agrees: that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

Note. Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

Additional Terms

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the 13th of September
2024

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[Additional terms may be included in this agreement if:

- both the landlord and 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 term – pets

[Cross out this clause if not applicable]

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the 13th of September
2024

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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:

- ~~to supervise and keep the animal within the premises, and~~
- ~~to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and~~
- ~~to ensure that the animal is registered and micro-chipped if required under law, and~~
- ~~to comply with any council requirements.~~

55 The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

56 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.

Additional term - Rent increases during the fixed term

57 If the details in this clause 57 have been completed, then the parties agree to increase rent during the fixed term of the agreement as follows

57.1 on ____/____/____, rent is to be increased to \$____ per ____.

58 If the details in this clause 58 have been completed, then the parties agree to increase rent during the fixed term of the agreement using the following method: [insert method of calculation]

[For a Fixed Term of less than 2 years]

Note: The rent payable under a fixed term agreement for a fixed term of less than 2 years must not be increased during the fixed term unless the agreement specifies the increased rent or the method of calculating the increase.

[For a Fixed Term of 2 years or more]

Note: The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable. Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months and may be increased whether or not the agreement specifies the increased rent or the method of calculating the increase.

Additional term - No set off

59 Without the written approval of the landlord, **the tenant must not** set off or seek to set off the rental bond against any rent or other monies payable by the tenant to the landlord.

Additional term - Smoking

60 The tenant must not smoke or allow others to smoke in the premises.

61 If the tenant smokes or allows others to smoke outside the premises, the tenant must ensure that all cigarette butts are properly disposed and not left on the ground.

62 If the tenant smokes or allows others to smoke inside the premises in breach of clause 60, upon termination of this agreement, the tenant will be responsible for the cost of professionally cleaning all surfaces, floors and windows of the premises.

Additional term - Tenancy Databases

- 63** The landlord may list the tenant's personal information in a residential tenancy database if:
- 63.1 the tenant was named as a tenant in this agreement that has terminated or the tenant's co-tenancy was terminated;
 - 63.2 the tenant breached this agreement;
 - 63.3 because of the breach, the tenant owes the landlord an amount that is more than the rental bond for this agreement or the Tribunal has made a termination order; and
 - 63.4 the personal information identifies the nature of the breach and is accurate, complete and unambiguous.

Additional term - Condition Report

- 64** If a condition report, signed by both the tenant and the landlord, is included with or annexed to this agreement, **the parties agree** that:
- 64.1 it forms part of this agreement; and
 - 64.2 it represents a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.
- 65** If the landlord or the landlord's agent provides a condition report, signed by the landlord to the tenant and the tenant does not return a copy of the condition report, signed by the tenant, within 7 days of taking possession of the premises, then the condition report signed by the landlord is deemed to:
- 65.1 form part of this agreement; and
 - 65.2 represent a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

Additional term - Previous Condition Report

- 66** **the parties agree** that the condition report dated ____/____/____ and carried out to record the state of repair and condition of the residential premises under a previous residential tenancy agreement between the landlord and the tenant, forms part of this agreement.

Additional term - Health Issues

- 67** **The tenant must**
- 67.1 routinely clean the premises to avoid any mould, mildew or damp build-up;
 - 67.2 ensure that exhaust fans are turned on and windows are opened when the relevant rooms in the premises are in use, e.g. bathrooms, to minimise condensation;
 - 67.3 ensure that the premises are free of any pests and vermin; and
 - 67.4 promptly notify the landlord or the landlord's agent if there are any signs of mould, mildew, dampness, pests or vermin in the premises.

Additional term - Telecommunication Facilities

- 68** The Landlord does not warrant or make any representation that there are lines of connection to telephone, internet and cable or analogue telephone or television services.

Additional term - Repairs

- 69** **The tenant** may not request the landlord to carry out non-urgent repairs at the premises on times other than between 9am to 5pm on business days.
- 70** If the landlord has, acting reasonably, requested the tenant to provide access to the premises for the purpose of repairs, the tenant is liable for any call out fees incurred by the landlord as a result of the tenant failing to provide access to the premises for any reason at the specified time and date.

Additional term - Procedure on Termination

- 71** Upon termination of this agreement, **the tenant must** vacate the premises in a peaceful manner and return all keys, security cards and other opening devices to the landlord or the landlord's agent.
- 72** If the tenant fails to comply with clause 71, **the tenant must** continue to pay rent to the landlord, at the amount payable immediately prior to termination of this agreement until:
- 72.1 all the keys, security cards and other opening devices are returned to the landlord or the landlord's agent; or
 - 72.2 the landlord or the landlord's agent has replaced/changed the locks to the premises and the landlord is able to gain access to the premises.
- 73** The tenant is liable, and must compensate the landlord, for the costs incurred by the landlord in replacing/changing the locks under clause 72.2.
- 74** The landlord may apply to the Civil and Administration Tribunal (NCAT) for an order to recover:
- 74.1 the rent payable by the tenant for the period from the date of termination to the date the landlord gains access to the premises; and
 - 74.2 the costs incurred by the landlord in replacing/changing the locks under clause 72.2.

Additional term - Dishonoured Payments

- 75** If any payment to the landlord is dishonoured upon presentation to a financial institution, then the landlord will provide to the tenant, any evidence to substantiate that they have been charged a fee as a result of the tenant's dishonoured payment (the Dishonour Fee). The tenant is liable to pay the Dishonour Fee to the landlord. The tenant must pay the Dishonour Fee within 21 days notice from the landlord notifying the tenant of the dishonoured payment.

Additional term - Gardens

- 76** The tenant is responsible for regularly maintaining the yard and gardens on the premises (including regular mowing, edging, pruning and weeding) during the tenancy period. **The tenant agrees** to keep the yard and gardens on the premises in good condition (having regard to the condition report) during the tenancy period, fair wear and tear excluded.

Additional term - care of swimming pool

- 77** ~~If there is a swimming pool located on the premises, **the tenant must-**~~

- 77.1 ~~keep the swimming pool clean and regularly sweep up any leaves or other debris which have fallen into the swimming pool;~~
- 77.2 ~~regularly clean the sides of the swimming pool to minimise build-up of slime and other residue;~~
- 77.3 ~~regularly clean the pool filters and empty out the leaf baskets;~~
- 77.4 ~~maintain the cleanliness and clarity of the water to a standard set by the landlord (acting reasonably) by testing the pool water monthly and treating, at the tenant's cost, the pool with the necessary chemicals, if required;~~
- 77.5 ~~maintain the water level above the filter inlet at all times;~~
- 77.6 ~~promptly notify the landlord or the landlord's agent of any issues with the pool or pool equipment;~~
- 77.7 ~~ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use;~~
- 77.8 ~~not leave any items near the swimming pool or the safety door/gate which would allow a child to gain access to the swimming pool; and~~
- 77.9 ~~take all reasonable steps to ensure no unaccompanied child can gain access to the pool area.~~

Additional term - electronic signatures

- 78 Any notice given electronically under this agreement must comply with sections 8 and 9 of the Electronic Transactions Act 2000 (NSW), as applicable.
- 79 Any signature given electronically under this agreement must comply with section 9 of the Electronic Transactions Act 2000 (NSW),

Additional term - Asbestos

- 80 The parties **acknowledge** that the premises may contain asbestos or asbestos containing materials and **the tenant must** promptly notify the landlord or the landlord's agent in writing, if any surface and/or material at the premises suspected of containing asbestos, is disturbed or damaged in any way.

Additional term - Consent to publish photographs of residential premises

- 81 The tenant consents to the landlord or landlord's agent publishing any photograph or visual recording made of the interior of the residential premises in which any of the tenant's possessions are visible.
- 82 The tenant's consent does not apply to photographs or visual recordings taken by the landlord or landlord's agent without first providing the tenant with reasonable notice.

Additional term - Garage

- 83 The tenant acknowledges and agrees that in the event the property includes the use of a garage or car-space, said space is provided for the sole purpose of parking a motor vehicle and not for the storage of personal goods and belongings. In the event that the tenant places their goods in this area, the landlord makes no warranty as to the security and/or waterproofing of the area and accepts no responsibility for any damage or theft that may occur to those goods.

Additional term - Storage

- 84 The tenant acknowledges and agrees that in circumstances where the premises includes a storage room/cage/area for the tenants use, the landlord makes no warranty as to the area being fit for purpose and accepts no responsibility if the storage room/cage/area is not adequately ventilated, secure or watertight.

Additional term - Privacy

- 85 The *Privacy Act 1988* (Cth) (the Act) allows certain information referred to in this agreement to be collected, used and disclosed. The information collected, used and disclosed is in relation to any tenant named in this agreement. You acknowledge and agree that this Privacy Policy does not form part of the agreement and will only apply to the extent that the landlord and/or their managing agent, collects, uses and discloses personal information as required by, and to comply with, the Act. Any personal information collected about you may be disclosed by the landlord and/or their managing agent, to: other third parties as required by any applicable law; prospective and actual purchasers; service providers; tradespeople; financial institutions; tenancy databases; valuers; Courts and Tribunals; and any other provider of services to either the landlord, their managing agent or you. You have the right to request access to any personal information held by the landlord and/or its managing agent, unless the landlord and/or its managing agent is permitted by law to withhold that information. By signing this agreement, you acknowledge having reading and understood this Privacy Policy and authorise the landlord and/or its agent to collect, use and obtain, in accordance with the Act, your personal information for the purposes specified herein.

Special Conditions and Terms

Signed by Yuxin Zhang
the 13th of September
2024



Additional Terms & Condition

1. The tenant agrees that no holes, hooks, nails, stickers, blue tac, adhesive or tape shall be used on the walls/ceilings/doors of the premises. Pictures are only to be hung where there are hooks provided. If you require any further hooks you will need to write to the landlord/landlord's agent and ask for permission. It is advisable to receive written consent from the landlord in return. The tenant maybe asked to repair any holes or damage to walls or ceilings where permission was not granted by landlord/landlord's agent.
2. The tenant/s agree that they are responsible for the cleaning of filter regularly in air conditioners, dishwashers, spa baths and range hoods.
3. The tenant/s agree to keep the walls and ceilings free from mould, and to open doors and windows when possible to ensure adequate ventilation to the premises. If there are any serious mould problems the tenant/s must inform the managing agent in writing immediately.
4. The tenant/s agrees that where there are floorboards, the tenant/s must ensure all furniture has suitable coverings underneath the furniture to prevent any scratching or dents. The tenant/s must not wear high heel shoes, or any other footwear that could cause damage to the floors. Any damage caused to the floorboards will be the tenant/s responsibility.
5. The tenant/s agree to supply their email address, mobile, home and work telephone numbers, to the managing agent and inform the managing agent of any changes.
6. The tenant/s agree that in the event of being locked out or losing the keys, the agent is not responsibility to open the door. The tenants should contact a locksmith.
7. The tenant/s agree that the people listed on the lease are the only people who will live at the premises. The tenant/s agree that they will inform the managing agent in writing if this is to be changed before the change occurs.
8. The tenant/s agree to inform the managing agent immediately in writing if the smoke alarm is not working after the battery has been checked or replaced.
9. The tenant/s agree to take responsibility for their guests and acknowledges that the conditions of this tenancy also supply to the conduct of invites.
10. The tenant/s agree not to change the locks or to add any locks to the premises without the express approval of the landlord/agent. If permission is obtained, a copy of the keys must be immediately provided to the landlord/agent. If the tenant does not provide copies of the keys and access is required to the property, the landlord/agent is authorized to have a locksmith gain access and the costs incurred will be borne by the tenant. If consent is given, the tenant must give the landlord/managing agent a copy of the key/s within 24 hours of the changeover.
11. The tenant agrees that in the event of him/her wishing to vacate the premises prior to the expiry of the fixed term of this agreement, the tenant will remain responsible for rent until the date that the property is re-let, or the Tenancy Agreement expires; whichever is sooner. The tenant remains liable for the costs of re-letting as charged to the landlord. Tenant may ask landlord's agent for an approximation of the costs.
12. The tenant/s agree that the bond cannot be used for any outstanding rent when vacating the premises. All rent must be paid up to the vacating date prior to vacating.
13. All rubbish must be removed from in and around the premises on vacating. The tenant/s agree that if rubbish or waste is pre-arranged for removal by council, it must not be placed on the footpath not more than 24 hours before its removal by council. The tenant/s agree that any fines incurred from waste or rubbish being left outside the property will be their responsibility.
14. Residential flats and townhouses – the tenant acknowledge that they have read and accept the statutory By-Laws and special conditions set out in the Tenancy Agreement attached hereto and pursuant to Clause 38.
15. The tenant agrees to return a signed and dated copy of the Residential Premises Conditions Report to the agent within seven (7) days of taking possession of the premises. Failure to do so will result in the landlord's agent's copy will be used as a guide upon vacating the premises.
16. The tenant acknowledges that smoking is not permitted inside the premises.
17. The tenant/s agree to notify the agent of any repairs or damaged caused at the premises in writing as soon as they are aware. The tenant acknowledges that when the tenant requires a trades person to attend, they will be held accountable for the payment of service charges by the trade's person under the following circumstances:
 - a. When there is no fault found by the trade person
 - b. When the tenant has not operated the appliances in the correct manner
 - c. When the trade's person has not been able to gain access to the premises to carry out repairs during normal business hours
 - d. When an emergency repair has been carried out un-necessarily. Refer to clause 17 of the lease for clarification
 - e. When the fault is caused by the tenant's appliance
18. The tenant agrees that they are responsible for any connection fees associated with the connection of a telephone, internet including initial connections to the property.
19. The tenant/s agree to report any break-in to the premises in writing to the managing agent, including the Police Report number

20. The tenant/s agree that any damage to the toilet system caused by negligence is the responsibility of tenant. E.g. feminine hygiene products.

21. The tenant/s agree that they must not keep pets or animals at the premises without the prior written consent of the landlord/managing agent.

22. THE TENANT agrees that NO "Notice to Vacate" given to the agent will be accepted between and including the following dates: 13th December - 13TH January. Agent given "Termination Notice's" in this period are EXEMPT.

23. HE TENANT agrees to RETURN ALL KEYS, including and additional keys that the tenant may have procured, and VACATE the premises by 12.00 midnight on the date of departure and acknowledges that rent is charged up to the date on which the keys are returned.

24. IN THE EVENT of a garbage strike the tenant is responsible for the removal of all household refuse from the property,

Notes

1. Definitions

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the Home Building Act 1989.

regulations means the Property and Stock Agents Regulation 2022 (NSW).

rental bond means money paid by the tenant as security to carry out this agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this agreement.

tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The Residential Tenancies Act 2010 also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD

Landlord's agent
Faentina Young
the 13th of September 2024



LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

Landlord's agent
Faentina Young
the 13th of September 2024



SIGNED BY THE TENANT

Tenant #1
Yuxin Zhang
the 13th of September 2024



TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

Tenant #1

Yuxin Zhang

the 13th of September 2024

A handwritten signature in black ink that reads "Yuxin Zhang". The signature is written in a cursive, slightly slanted style.

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au.

Confirmations

Tenant

I confirm I am the named tenant on this agreement as identified by documents provided to Stone Maroubra. This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

Agreed by Yuxin Zhang