

Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	MyProperty Sydney Real Estate 111G Midson Road Epping NSW 2121	phone: (02) 98684888 email: peter@mypropertysydney.com.au

co-agent

vendor Neo Kim, Jasmine Bok Kyung Kim
12A Wassell Street Dundas NSW 2117

vendor's solicitor	Dahan Lawyers PO Box 455, Starthfield 2135	phone: 02 97631511 email: email@dahan.com.au ref: S26068/0330
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date for completion 42 days after the contract date (clause 15)
land (address, plan details and title reference) 2C 16 Constitution Road Ryde NSW 2112
 LOT 22 STRATA PLAN SP95296
 Folio Identifier 22/SP95296

improvements ☐ VACANT POSSESSION ☒ subject to existing tenancies
☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☒ storage space
☐ none ☐ other:

attached copies ☐ documents in the List of Documents as marked or as numbered:
☐ other documents:

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

inclusions

☐ air conditioning	☐ curtains	☐ insect screens	☐ range hood
☐ blinds	☐ dishwasher	☐ internet/TV receiver	☐ solar panels
☐ built-in wardrobes	☐ EV charger	☐ light fittings	☐ solar power battery
☐ ceiling fans	☐ fixed floor coverings	☐ pool equipment	☐ stove
☐ clothes line	☐ other:		

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

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)**Manual transaction** (clause 30)☐ NO ☐ yes

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

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

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

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

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

NextGen Strata
 PO Box 8119, Baulkham Hills NSW 2153
 support@nextgenstrata.com.au
 (02) 8880 0998

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice 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>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (15% as at 1 January 2025);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served 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 – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

UNIT 2, 16 CONSTITUTION RD RYDE NSW 2110

CONDITIONS OF SALE BY AUCTION

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

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation* 2003 and Section 68 of the *Property Stock and Business Agents Act* 2002:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Records and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

SPECIAL CONDITIONS TO CONTRACT FOR SALE

33 GENERAL

33.1 Standard Conditions 1 to 32 to this Contract are amended as follows:

- (a) Clause 7.1.1 delete 5% and insert \$1000.00.
- (b) Clause 7.2.1 delete 10% and insert 1%.
- (c) Clause 10.1.8 and 10.1.9 have the words “substance” and “disclosed” replaced with the words “existence” and “noted” respectively.
- (d) Clause 11.2 is deleted.
- (e) Clause 14.4.2 is replaced entirely with “by adjusting the amount that would have been payable and if at the start of the year the person who owned the land owned other lands, by calculating its separate taxable value on a proportional basis based on the valuation of the land out of the total valuation of all lands”
- (f) Printed Clause 23.6.2 is amended to read: “the purchaser is liable for all contributions payable or determined after the contract date. This includes any contributions payable in instalments determined prior to the contract date.”
- (a) Clause 23.13 is deleted and insert the following ‘The vendor authorises the purchaser to obtain section 184 certificate in relation to the lot’.

34 INCONSISTENCY

In the event of any inconsistency between the Additional Special Conditions and the printed Standard Conditions of this Contract the Special Conditions shall prevail to the extent of any inconsistency.

35 NON-MERGER

The parties acknowledge that the benefit of any Conditions having application after completion continue to apply notwithstanding completion.

36 EXCLUSION OF WARRANTIES

The Purchaser acknowledges that:

- (a) The Conditions of this contract contain the entire agreement in relation to the property as between the parties notwithstanding any negotiations or discussions held or documents signed or brochures or artist impressions produced or statement made before the date of this contract and that the Purchaser has not been induced to enter into the contract by any representation verbal or otherwise made by or on behalf of the Vendor which is not a Condition of this contract or of schedules or annexure to this contract:

- (b) The Purchaser is purchasing the property as a result of the Purchaser's own enquiries and no warranty or representation (whether expressed or implied) is given by the Vendor (or any one on behalf of the Vendor) as to:
 - (i) Any financial return or income that can be derived from the property
 - (ii) The neighbourhood in which the property is located, and
 - (iii) Any rights and privileges relating to the property

37 CONDITION OF PROPERTY

The Property together with the appurtenances (and the furnishings and chattels included in this contract if any) is sold in its present state of repair and condition and subject to all faults and defects both latent and patent and the Purchaser acknowledges that the Purchaser buys the property relying on the Purchaser's own inspection and knowledge and enquiries and that the Purchaser does not rely on any warranties or representations made to the Purchaser by or on behalf of the Vendor. Notwithstanding any of the conditions of this contract or any principle of law or equity to the contrary, the Purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the property or any inclusions.

38 AGENT

The Purchaser warrants that the Purchaser was not introduced to the property by any agent other than the agent shown as the Vendor's agent. The Purchaser agrees to indemnify the Vendor in respect of any claim for compensation or commission or similar payment against the Vendor arising from the breach of this warranty. The Vendor warrants that there is no current sole agreement between the Vendor and any licensed Real Estate Agent. This clause shall not merge on completion.

39 CAPACITY

Should the Purchaser before completion date:

- (a) being a natural person die or become mentally ill then the Vendor can rescind this contract whereupon Standard Condition 19 will apply, or:
- (b) being a natural person be declared bankrupt or enter into a scheme or make any assignment for the benefit of its creditors or being a Corporation, resolve to go into liquidation or to have an application for winding up of the Purchaser made or enter into any scheme or arrangement with the Corporation's creditors under the relevant provision of the Corporations Law or should any administrator or controller be appointed to the Purchaser or any other substantial proportion of the Corporation's assets, then the Purchaser shall be deemed to be in default under this Contract.
- (c) This Condition shall apply mutatis mutandis for the benefit of the Purchaser.

40 ENCUMBRANCE

Upon completion the Vendor will hand the Purchaser a proper form of discharge of mortgage or withdrawal of caveat as the case requires in the registrable form in respect of any mortgage or caveat registered on the Title and shall allow the Purchaser the registration fee payable on any such discharge of mortgage or withdrawal of caveat and the Purchaser shall make no requisition or objection requiring the registration of such discharge of mortgage or withdrawal of caveat prior to completion.

41 INTEREST FOR LATE COMPLETION

If completion is not affected on or before the completion date then the Purchaser must on the actual completion date pay to the Vendor in addition to the balance of the purchase price, interest at the rate of twelve percent (12%) per annum on the balance of the purchase price calculated from the completion date (or if the Vendor is not ready), willing, and able to complete on the completion date, then from such later date on which the Vendor is ready, willing and able to complete) to the actual date of completion.

42 NOTICE TO COMPLETE

- 42.1 In the event that the Contract is not completed on or before the Completion date of this Contract either party may serve upon the other notice requiring completion, and there upon the date for completion therein nominated shall become of the essence of this contract. The parties agree that fourteen (14) days (inclusive of weekends and public holidays) is a reasonable and sufficient period of notice to make time of the essence.
- 42.2 Should the vendor become entitled to serve a Notice to Complete, the purchaser at settlement must pay to the vendor in addition to all other moneys due under this contract the sum of Three Hundred and Thirty Dollars (\$330) by way of liquidated damage to compensate the vendor for legal costs in respect of the issue and service of the notice and the purchaser acknowledges this is to be a reasonable sum.

43 SERVICE OF DOCUMENTS

In addition to Special Condition 41 service of any notice required under this Contract shall be deemed to be well and sufficiently served if sent via facsimile to the office of the other party's solicitor/representative. The activity report of the sending party's facsimile machine shall be proof of such service.

44 LODGMENT BY PURCHASER OF CAVEAT SUBJECT TO REGISTRATION

It is an essential Condition that the purchaser shall not lodge any Caveat which has the effect of preventing or delaying registration of any easement or right referred to or contemplated by this contract, registration of any one or more of the Strata/Deposit Plan; registration of any Mortgage; discharge of Mortgage; variation of Mortgage; cancellation of easement and/or covenant and change of name.

45 FOREIGN (TAKEOVERS) ACT

- 45.1 The purchaser warrants that it is not a “foreign person”, foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non objection under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or any real estate policy guidelines of the Commonwealth Government and or the approval or certification of the Treasurer under the Foreign Acquisitions and Takeovers Regulations to enter into this contract.
- 45.2 The purchaser further acknowledges that if the warranty in clause 45.1 is untrue in any respect, the purchaser hereby indemnifies the vendor against any loss which the vendor may suffer as a result of the vendor having relied on the warranty.

46 SURVEY REPORT (IF ANY)

If a Survey Report and/or Building Certificate is attached hereto, the Purchaser acknowledges that he has perused such documents prior to entering into this contract. The Vendor does not warrant the accuracy or completeness of such documents and the Purchaser shall not be entitled to make any requisition or claim for compensation in respect to anything disclosed in the said documents or omitted there from.

47 DEPOSIT PAYMENTS

- 47.1 The purchaser shall pay as a deposit to the stakeholder a sum being ten percent (10%) of the purchase price. If the vendor accepts and the purchaser pays on exchange, a sum less than 10% of the purchase price, the purchaser must pay the balance of the deposit on completion or on demand from the vendor as an instalment payment prior to the completion. The vendor’s demand of the balance of the deposit shall not prejudice nor be a waiver of any other rights which the vendor has in relation to this Contract.
- 47.2 As to the balance of the 10 % deposit, upon completion or upon the vendors making written demand on the purchasers prior to completion PROVIDED that the vendors shall only make such demand where the purchaser has committed an essential breach of this agreement. If such a demand is made and not complied with within seven (7) days of its date the vendors, in addition

to any other rights or remedies they may have in law or at equity, may recover the balance of deposit payable as a liquidated damage in a court of appropriate jurisdiction.

48 GOODS AND SERVICES TAX

In this clause, GST refers to the goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") and the terms used have the meanings as defined in the GST Act.

- 48.1 The vendor warrants that the property is predominantly used as a residence and it is residential premises under the GST Act.
- 48.2 The purchaser agrees, on and after completion of this sale, to use the property predominantly for residential accommodation.
- 48.3 In the event that the vendor being liable for GST, because of the purchaser's failure to comply with clause 47.2 above then:
- (a) The purchaser agrees to pay the vendor within 14 days after the vendor's liability for GST on this sale is confirmed by correspondence or assessment from the commissioner, the amount of the GST, including any additional penalty and interest;
 - (b) 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 Regulations.

49 GUARANTEE

- 49.1 Where a company is the purchaser, the persons attesting this contract for and on behalf of the company shall be deemed to be the guarantors described herein.
- 49.2 In consideration of the vendor entering into the contract at the request of the guarantor (as hereby acknowledged by the guarantor), the guarantor unconditionally and irrevocably guarantees to the vendor the due and punctual payment of all moneys payable the purchaser under this agreement and the due and punctual performance and observance of all covenants, conditions and Conditions in the agreement to be performed and observed by the purchaser.
- 49.3 The guarantor covenants with the vendors that:
- (a) The guarantee shall be a continuing guarantee (any rule of law or equity to the contrary notwithstanding) and the liability of the guarantor shall continue until such obligations on the part of the purchaser under this contract is duly performed and completed;
 - (b) The liability of the guarantor shall not be abrogated altered prejudiced or affected by any neglect, waiver, indulgence or forbearance or concession by the vendor or by the granting by the vendor to the purchaser of time or by any other act or thing done, permitted or omitted it being the intent that the guarantee and obligations of the guarantor under this contract shall be absolute and unconditional in any or all the circumstances.

- (c) Notwithstanding anything contained or implied in this contract and notwithstanding that this guarantee may be void or unenforceable for any reason whatsoever the guarantor agrees as a separate and additional liability to hold the vendor indemnified against all losses, damages, expenses and costs which the vendor may incur by reason of any breach or default on the part of the purchaser under this contract.
- (d) The expression “the guarantor” includes each guarantor and his personal representatives and where there is more than one guarantor, the covenants and agreements upon the part of the guarantor under this contract shall bind them jointly and each of them severally.
- (e) The guarantor must complete, execute and return to the vendor’s solicitor the Deed of Guarantee prior to the date of the contract.

50 REQUISITIONS ON TITLE

The Purchaser acknowledges that the only form of general requisitions on title that the Purchaser will raise pursuant to Standard Condition 5 will be in the form of the Requisitions on Title annexed hereto.

51 TRANSFER NOT SUBMITTED

Without limiting the generality of clause 4.1, if the Transfer is not received by the Vendor’s solicitor provided herein, then the Vendor’s solicitor may prepare the same with the Transferee being described in accordance with description of the Purchaser named herein. The Purchaser will pay the Vendor’s solicitor’s costs of preparing such Transfer in the sum of \$330.00 inclusive of GST at settlement.

52 RELEASE OF DEPOSIT

Notwithstanding any other Condition and in particular Standard Condition 2 should the Vendor require the whole or part of the Deposit for use as Deposit on the purchase by the Vendor of other realty in New South Wales or for the payment of stamp duty on that purchase, the Vendor is entitled to apply the whole or any part of the Deposit for that purpose provided that the Vendor’s Solicitor advises the Purchaser’s Solicitor prior to applying the whole or any part of the Deposit the following details;

- (a) the address of the Realty to be purchased by the Vendor
- (b) the amount of the Deposit to be applied to the purchase; and
- (c) the manner in which that Deposit is to be held;

The Purchaser shall if so required provide the Vendor’s Solicitors with an authority to the agent and the Vendor’s Solicitor to give effect to this Condition.

53 COMPLETION

- (a) In the event the date of completion falls within the last seven business days of the month of December of any particular year, and within the first two weeks of the immediately following month of January ('holiday period'), the date for completion is hereby extended to the Friday of the third week of same January.
- (b) If, prior to the commencement of the holiday period in clause 53(a), a party serves the other party with a Notice to Complete and appoints a date by which to complete this contract which falls within the holiday period, that date is extended to the Friday of the third week of January immediately following same holiday period.

54. STRATA or COMMUNITY TITLE

If any special levy for the Owner's Corporation was determined prior to the exchange of the contract and the purchaser was informed by the agent or the purchaser found out by the purchaser's due diligence in relation to the special levy prior to the contract exchange, the purchaser's knowledge of the special levy is taken to be a disclosure in this contract.

DEED OF GUARANTEE

To:

1.

I/ We _____

of _____

and _____

of _____

aged _____ years and _____ year respectively are both directors or substantial share holders of _____ (ACN _____) which company is the Purchaser under this contract (the "Purchaser").

2.

In consideration of you agreeing to enter into this Contract with the Purchaser, we hereby irrevocably, jointly and severally, unconditionally guarantee to you the obligation of the Purchaser under this Contract and the due performance of the Purchaser's obligations under this Contract and the due and punctual payment by the Purchaser of all moneys due to be paid by the Purchaser under this Contract.

EXECUTED as a Deed

SIGNED SEALED AND DELIVERED by)
the said)
in the presence of)

.....
Signature of Guarantor

.....
Witness

SIGNED SEALED AND DELIVERED by)
the said)
in the presence of)

.....
Signature of Guarantor

.....
Witness

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

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

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 22/SP95296

SEARCH DATE	TIME	EDITION NO	DATE
4/4/2026	1:49 PM	2	7/3/2018

LAND

LOT 22 IN STRATA PLAN 95296
AT RYDE
LOCAL GOVERNMENT AREA RYDE

FIRST SCHEDULE

NEO KIM
JASMINE BOK KYUNG KIM
AS JOINT TENANTS (T AN171327)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP95296
- 2 AN171328 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP95296

SEARCH DATE	TIME	EDITION NO	DATE
4/4/2026	1:49 PM	5	7/9/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 95296
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT RYDE
LOCAL GOVERNMENT AREA RYDE
PARISH OF HUNTERS HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM SP95296

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 95296
ADDRESS FOR SERVICE OF DOCUMENTS:
NETWORK STRATA SERVICES
PO BOX 265
HURSTVILLE BC NSW 1481

SECOND SCHEDULE (24 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1229776
- 3 SP95272 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP95272
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
- 5 A213588 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 6 AJ713953 EASEMENT FOR CRANE OVERHANG APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 7 DP1229776 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 8 DP1229776 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1229776 EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 10 DP1229776 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1229776 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 12 DP1229776 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND

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PAGE 2

SECOND SCHEDULE (24 NOTIFICATIONS) (CONTINUED)

-
- ABOVE DESCRIBED
- 13 DP1229776 RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 14 DP1229776 RIGHT OF WAY VARIABLE WIDTH (LIMITED IN STRATUM)
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 DP1229776 EASEMENT FOR ACCESS 13.07 METRE(S) WIDE (LIMITED IN
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 16 DP1229776 EASEMENT FOR ACCESS 13.07 METRE(S) WIDE (LIMITED IN
STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17 DP1229776 EASEMENT FOR GARBAGE COLLECTION AND LOADING AREA
(LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 18 DP1229776 RIGHT OF WAY 13.07 METRE(S) WIDE (LIMITED IN STRATUM)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 19 DP1229776 EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF
THE LAND ABOVE DESCRIBED
- 20 DP1229776 EASEMENT FOR FUTURE SERVICES APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 21 DP1234569 EASEMENT FOR ELECTRICITY PURPOSES 4.24 & 4.09
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 22 AM958955 POSITIVE COVENANT
- 23 AN677123 INITIAL PERIOD EXPIRED
- 24 AU394478 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 95296

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 34	2	- 33	3	- 33	4	- 33
5	- 33	6	- 32	7	- 33	8	- 33
9	- 41	10	- 33	11	- 32	12	- 40
13	- 33	14	- 27	15	- 32	16	- 41
17	- 33	18	- 41	19	- 26	20	- 40
21	- 41	22	- 32	23	- 34	24	- 40
25	- 32	26	- 33	27	- 41	28	- 41
29	- 33	30	- 27	31	- 33	32	- 33
33	- 41	34	- 32	35	- 27	36	- 34
37	- 33	38	- 32	39	- 32	40	- 33
41	- 33	42	- 32	43	- 33	44	- 34
45	- 41	46	- 32	47	- 32	48	- 32
49	- 32	50	- 40	51	- 34	52	- 34
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END OF PAGE 2 - CONTINUED OVER

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FOLIO: CP/SP95296

PAGE 3

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

STRATA PLAN 95296

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
57	- 40	58	- 32	59	- 40	60	- 33
61	- 33	62	- 33	63	- 32	64	- 32
65	- 32	66	- 41	67	- 41	68	- 32
69	- 33	70	- 33	71	- 34	72	- 34
73	- 33	74	- 41	75	- 32	76	- 34
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229	- 35	230	- 42	231	- 36	232	- 41

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PAGE 4

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

STRATA PLAN 95296

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
233	- 35	234	- 35	235	- 35	236	- 58
237	- 34	238	- 34	239	- 42	240	- 36
241	- 42	242	- 34	243	- 36	244	- 43
245	- 36	246	- 42	247	- 36	248	- 42
249	- 35	250	- 42	251	- 36	252	- 41
253	- 35	254	- 35	255	- 35	256	- 59
257	- 34	258	- 34	259	- 42	260	- 36
261	- 42	262	- 34	263	- 36	264	- 43
265	- 35	266	- 35	267	- 59	268	- 43
269	- 35	270	- 60	271	- 42	272	- 36
273	- 35	274	- 60	275	- 43	276	- 35
277	- 61						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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



CONSTITUTION

ROAD

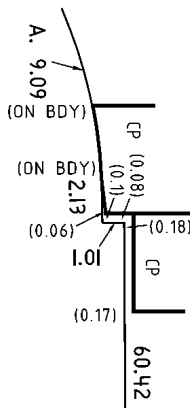
LOCATION PLAN

LOT 1 IS A STRATUM LOT LIMITED IN HEIGHT AND IN DEPTH AS SHOWN IN DP 1229776. DIMENSIONS SHOWN ARE THOSE AT GROUND LEVEL.

SEE SHEET 2 FOR LOCATION PLAN FOR BASEMENT LEVEL 3 & BELOW
SEE SHEET 3 FOR LOCATION PLAN FOR BASEMENT LEVEL 2
SEE SHEET 4 FOR LOCATION PLAN FOR BASEMENT LEVEL 1
SEE SHEET 5 FOR LOCATION PLAN FOR GROUND LEVEL & ABOVE

DIAGRAM '1'

N.T.S.



B BALCONY
CP COMMON PROPERTY
CY COURTYARD
G BASEMENT PARKING BELOW
P PLANTER

BELMORE STREET

HAMILTON CRESCENT

PT 3
SEE
DIAGRAM '1'

EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOT (DP 1229776)
EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LOT (DP 1229776)
EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOT (DP 1229776)
EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LOT (DP 1229776)
(A) EASEMENT FOR ACCESS 13.07 WIDE LIMITED IN STRATUM (DP 1229776)
(RW) RIGHT OF WAY 13.07 WIDE LIMITED IN STRATUM (DP 1229776)
(E) EASEMENT FOR ELECTRICITY PURPOSES 4.24 & 4.09 WIDE (DP 1234569)
(H) BENEFITED BY EASEMENT FOR CRANE OVERHANG (A/713853)

Surveyor: LACHLAN LEONARD HILLARD, TOLLING

Surveyors Ref: 8073

Subdivision No: SC 2644

Lengths are in metres. Reduction Ratio 1: 500

Registered:



25.1.2018

SP95272

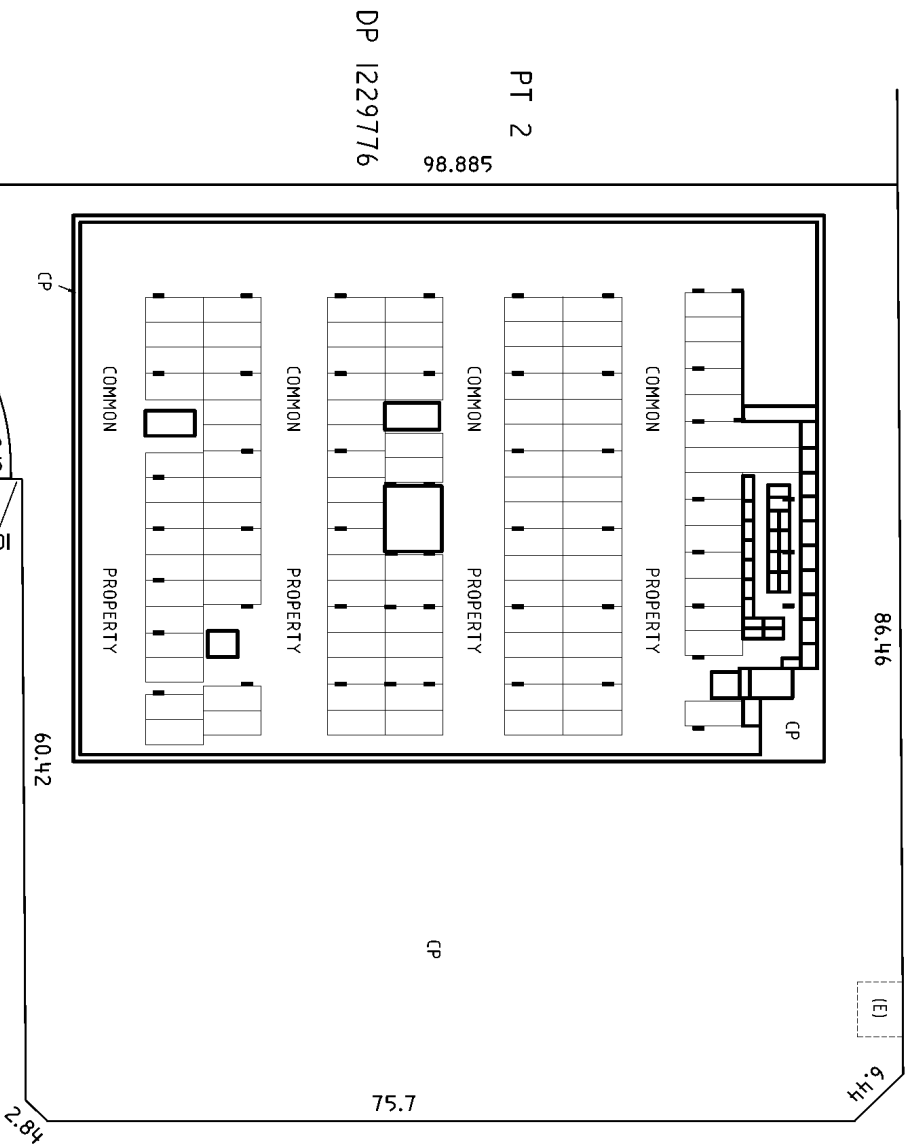
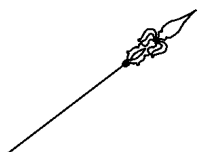
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

LOCATION PLAN FOR BASEMENT LEVEL 3 & BELOW

CONSTITUTION

ROAD

LOT 1 IS A STRATUM LOT LIMITED IN HEIGHT AND IN DEPTH AS SHOWN IN DP 1229776. DIMENSIONS SHOWN ARE THOSE AT BASEMENT LEVEL 3.



HAMILTON

CRESCENT

BELMORE

STREET

CP COMMON PROPERTY
(E) EASEMENT FOR ELECTRICITY PURPOSES 4.24 & 4.09 WIDE (DP 1234569)

Surveyor: LACHLAN LEONARD HILLARD YOUNG

Registered:

Surveyors Ref: 8073

Subdivision No: SC 2644

25.1.2018

SP95272

Lengths are in metres. Reduction Ratio 1: 500

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LOCATION PLAN FOR BASEMENT LEVEL 2

CONSTITUTION

ROAD

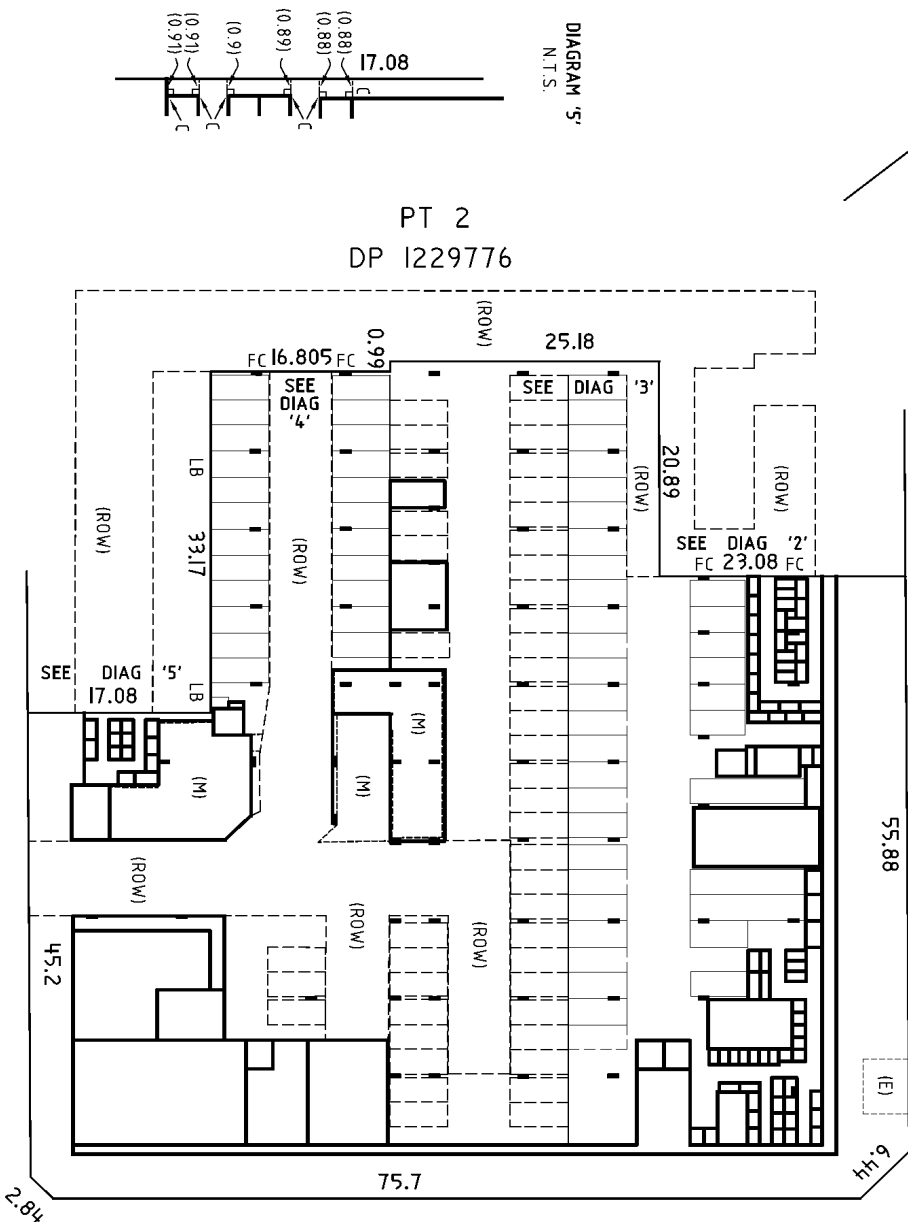
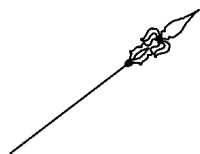


DIAGRAM '5'
N.T.S.

PT 2
DP 1229776

PT 2
DP 1229776

DIAGRAM '2'
N.T.S.

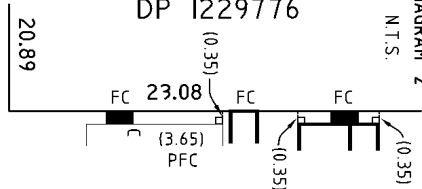
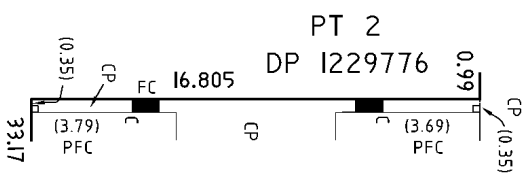
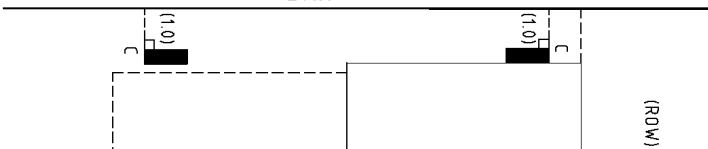


DIAGRAM '4'
N.T.S.



PT 2
DP 1229776

DIAGRAM '3'
N.T.S.



LOT 1 IS A STRATUM LOT LIMITED IN HEIGHT AND IN DEPTH AS SHOWN IN DP 1229776. DIMENSIONS SHOWN ARE THOSE AT BASEMENT LEVEL 2.

- 90° ANGLE
- C CORNER OF COLUMN/WALL
- (E) EASEMENT FOR ELECTRICITY PURPOSES 4.24 & 4.09 WIDE (DP 1234569)
- FC FACE OF COLUMN/CAGE ON BOUNDARY
- LB THE LOT BOUNDARIES ARE COINCIDENTIAL WITH THE PARCEL BOUNDARY.
- (M) EASEMENT FOR GARBAGE COLLECTION AND LOADING DOCK LIMITED IN STRATUM (DP 1229776)
- PFC PROLONGATION OF FACE OF COLUMN
- (ROW) RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1229776)

HAMILTON

CRESCENT

BELMORE

STREET

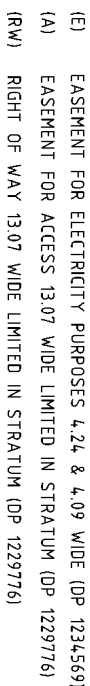
Surveyor: LACHLAN LEONARD HILLARD YOUNG
Surveyors Ref: 8073
Subdivision No: SC 2644
Lengths are in metres. Reduction Ratio 1: 500

Registered:

25.1.2018

SP95272

ROAD



STREET

CRESCENT

Registered:

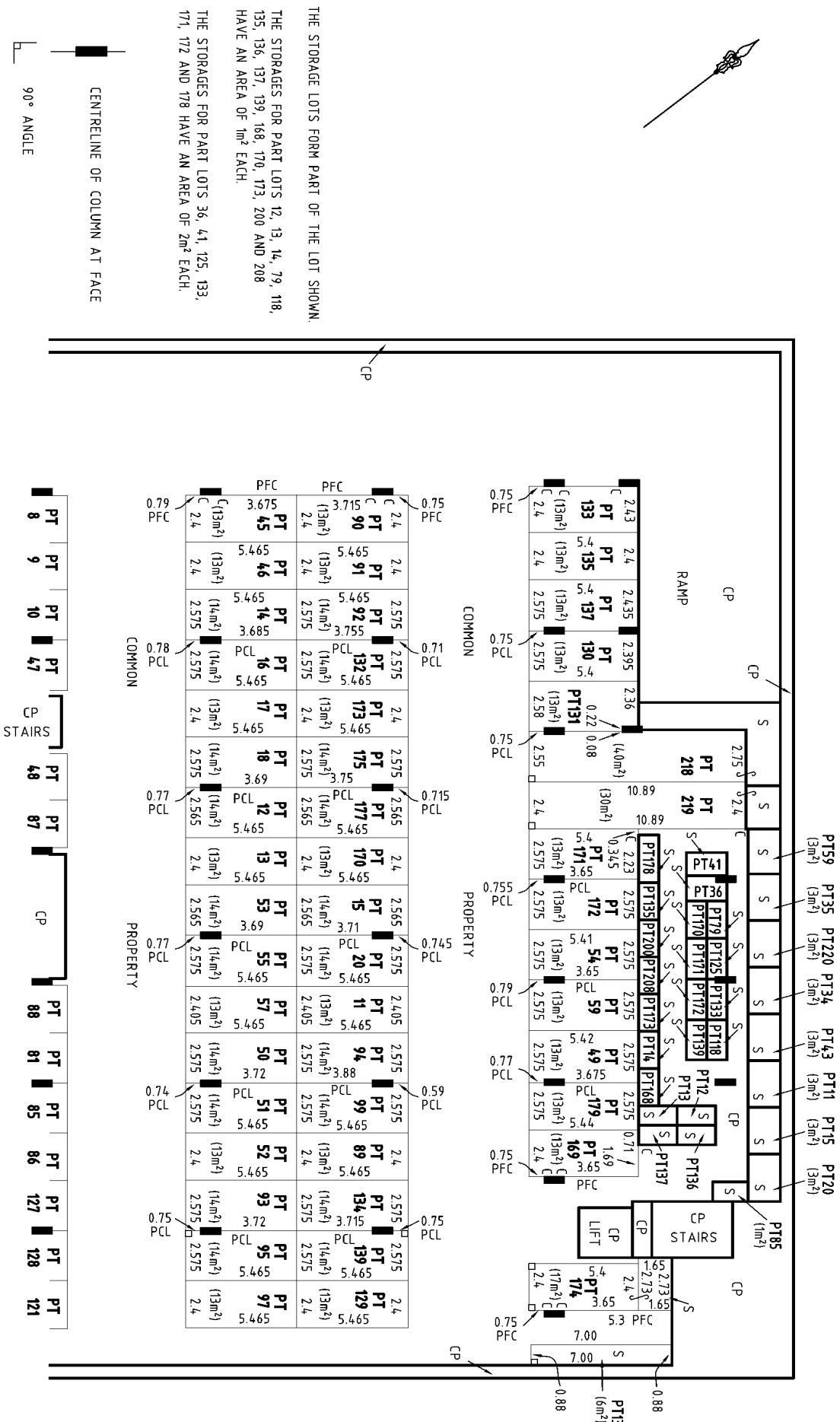
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-
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Subdivision No: SC 2644

Lengths are in metres. Reduction Ratio 1: 500

SP95272

BASEMENT 3



C	CORNER OF COLUMN/WALL/CAGE
CP	COMMON PROPERTY
PCL	PROLONGATION OF CENTRELINE OF COLUMN
PFCL	PROLONGATION OF FACE OF COLUMN
S	STORAGE

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

Surveyor: LACHLAN LEONARD HILLARD YOUNG

Registered:

Surveyors Ref: 8073

Contributors

Lengths are in metres. Reduction Ratio 1: 200


25.1.2018

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BASEMENT 3

SHEET 6 ADJOINS

PT 45	PT 46	PT 14	PT 16	PT 17	PT 18	PT 12	PT 13	PT 53	PT 55	PT 57	PT 50	PT 51	PT 52	PT 93	PT 95	PT 97
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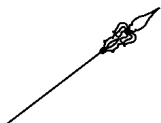
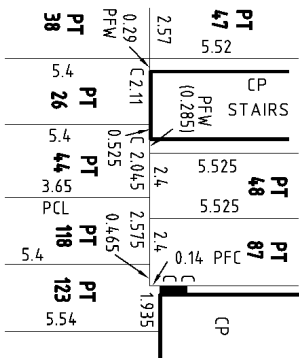


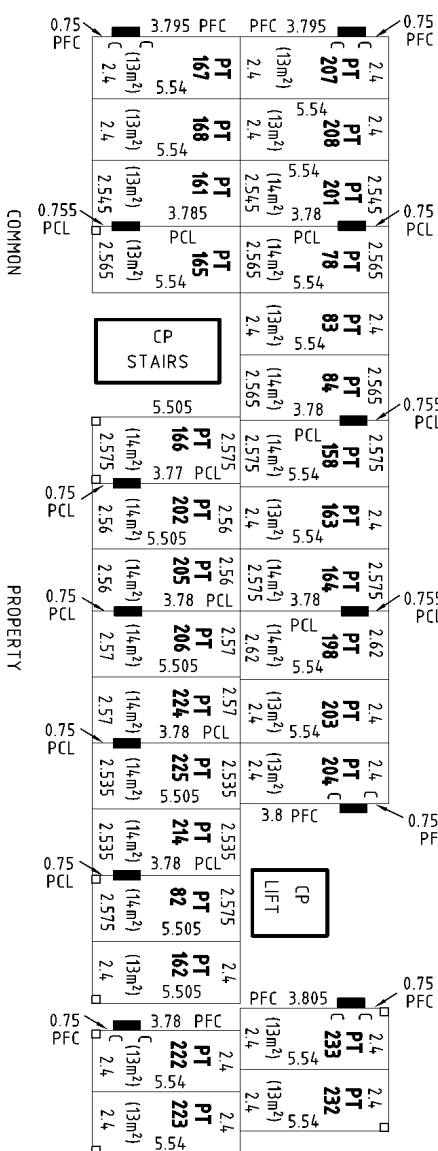
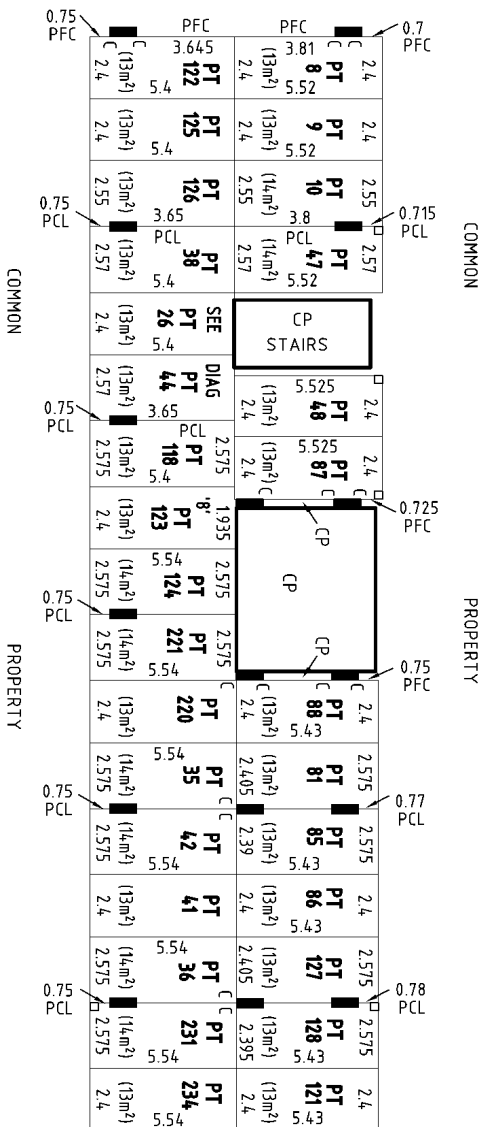
DIAGRAM 8'
N.T.S.



C CORNER OF COLUMN/WALL
CP COMMON PROPERTY
PCL PROLONGATION OF CENTRELINE OF COLUMN
PFC PROLONGATION OF FACE OF COLUMN
PFW PROLONGATION OF FACE OF WALL

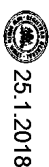
90° ANGLE

CENTRELINE OF COLUMN AT FACE



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SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

Surveyor: LACHLAN LEONARD HILLARD YOUNG
Surveyors Ref: 8073
Subdivision No: SC 2644

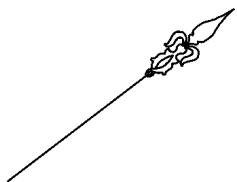


Registered:

SP95272

SEE DIAGRAM ON SHEET 11

BASEMENT 2



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

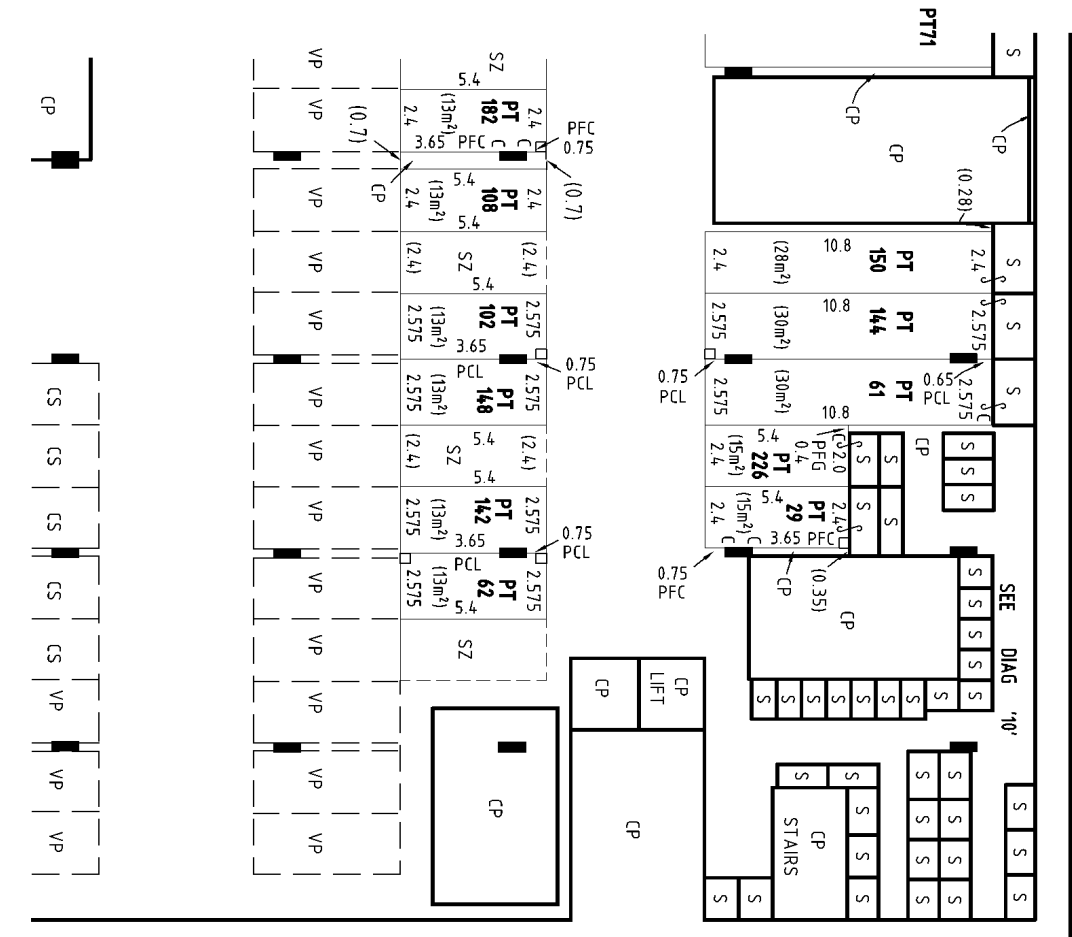
- C CORNER OF COLUMN
- CS CAR SHARE SPACE (CP)
- CP COMMON PROPERTY
- PCL PROLONGATION OF CENTRELINE OF COLUMN
- PFC PROLONGATION OF FACE OF COLUMN
- PFG PROLONGATION OF FACE OF CAGE
- SZ SHARED ZONE (CP)
- S STORAGE
- VP VISITOR PARKING (CP)



ADJOINS

8

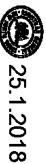
SHEET



SHEET 10 ADJOINS

Surveyor: LACHLAN LEONARD HILLARD YOUNG
Surveyors Ref: 8073
Subdivision No: SC 2644

Registered:



SP95272

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

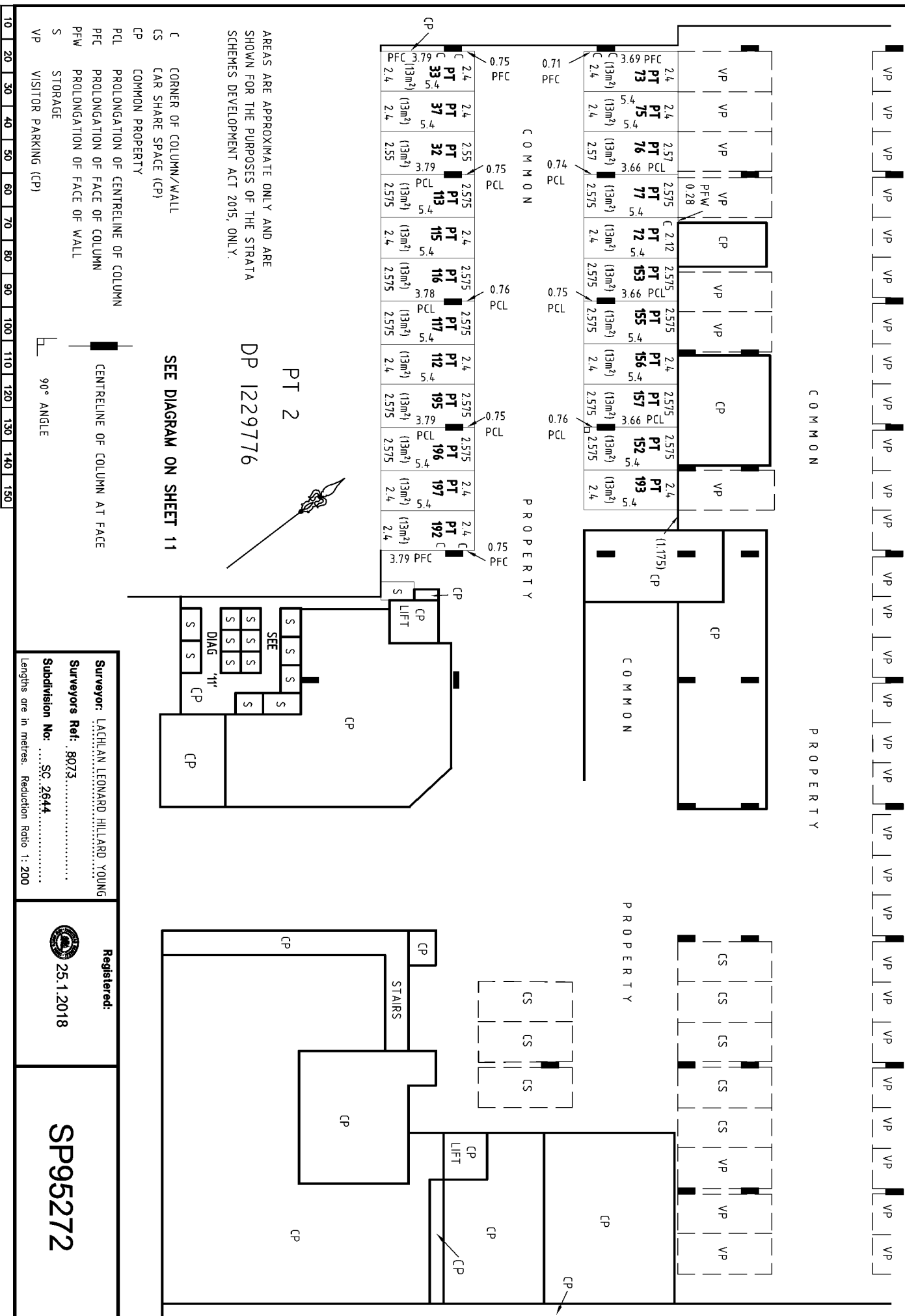
SHEET 10 OF 28 SHEETS

8 ADJOINS

BASEMENT 2

SHEET 9 ADJOINS

ADJOINS



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

DP 1229776

PT 2

SEE DIAGRAM ON SHEET 11

CENTRELINE OF COLUMN AT FACE

90° ANGLE

C	CORNER OF COLUMN/WALL
CS	CAR SHARE SPACE (CP)
CP	COMMON PROPERTY
CL	PROLONGATION OF CENTRELINE OF COLUMN
PC	PROLONGATION OF FACE OF COLUMN
PFW	PROLONGATION OF FACE OF WALL
S	STORAGE
VP	VISITOR PARKING (CP)

Surveyor: LACHLAN LEONARD HILLARD YOUNG
Surveyors Ref: 8073
Subdivision No: SC 2644
 lengths are in metres. Reduction Ratio 1: 200

25.1.2018

SP95272

BASEMENT 2

DIAGRAM '9'
N.T.S.

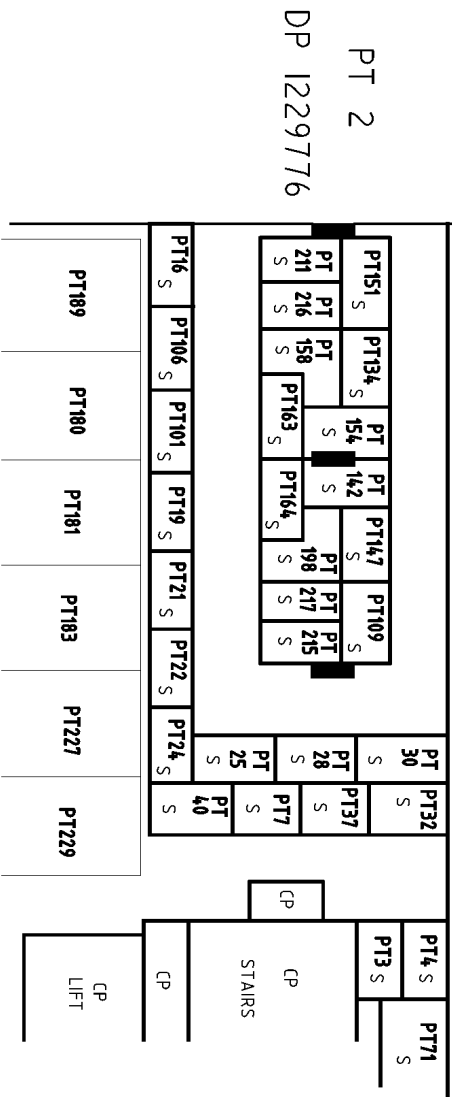


DIAGRAM '10'
N.T.S.

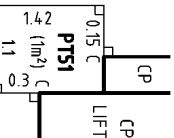
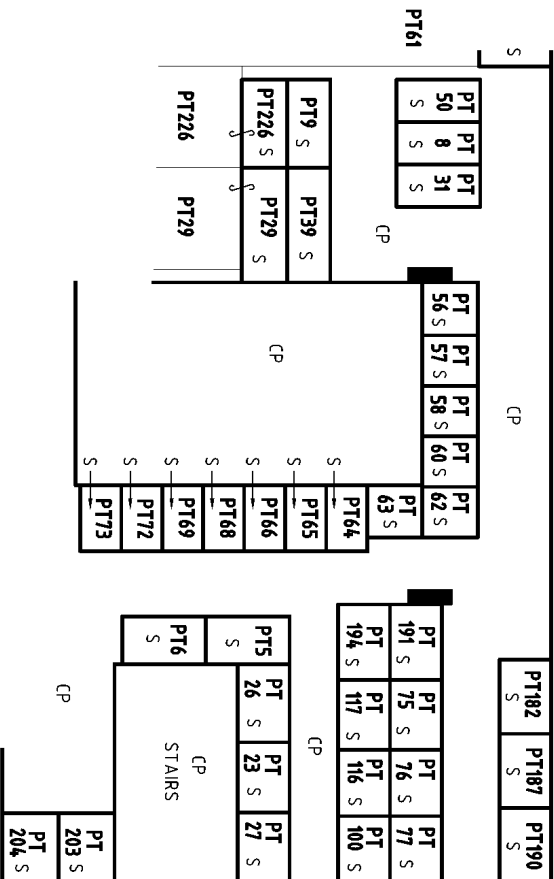


DIAGRAM '11'
N.T.S.

THE STORAGES FOR PART LOTS 3, 4, 5, 6, 7, 8, 16, 19, 21, 22, 23, 24, 25, 27, 28, 30, 31, 32, 37, 40, 50, 56, 57, 58, 60, 62, 63, 64, 65, 66, 68, 69, 72, 73, 75, 76, 77, 90, 91, 92, 93, 95, 96, 100, 101, 106, 116, 117, 163, 164, 179, 203, 204, 211, 215, 216 AND 217 HAVE AN AREA OF 1m² EACH.

THE STORAGES FOR PART LOTS 9, 10, 26, 39, 109, 132, 134, 142, 147, 151, 154, 158, 169, 176, 182, 187, 190, 191, 194, 198, 221 AND 228 HAVE AN AREA OF 2m² EACH.

S STORAGE
CP COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

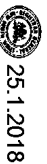
Surveyor: LACHLAN LEONARD HILLARD YOUNG

Surveyors Ref: 8073

Subdivision No: SC 2644

Lengths are in metres. Reduction Ratio 1: 200

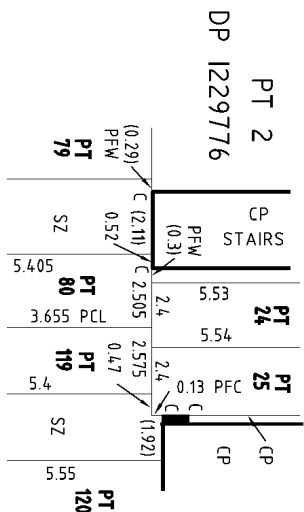
Registered:



25.1.2018

SP95272

DIAGRAM 12:
N.T.S.



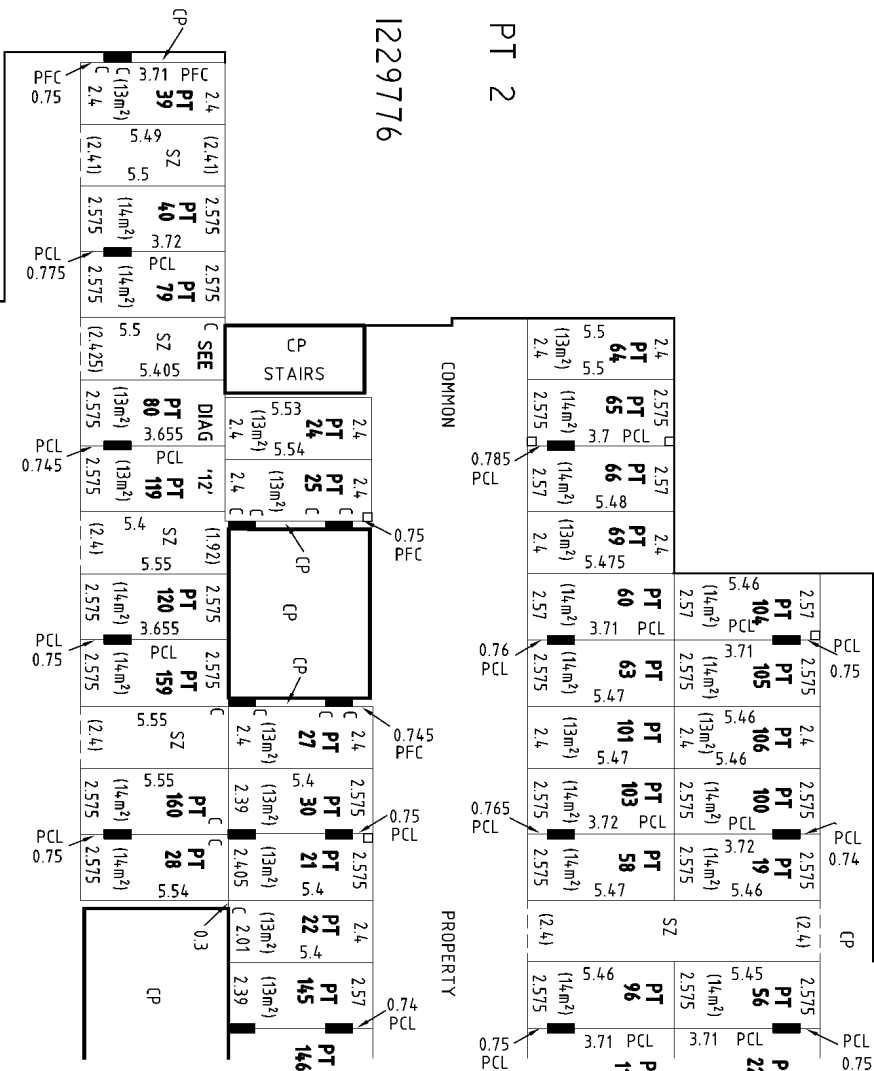
DP I229776

PT 2

- C CORNER OF COLUMN/WALL
- CP COMMON PROPERTY
- PFW PROLONGATION OF FACE OF WALL
- PCL PROLONGATION OF CENTRELINE OF COLUMN
- PFC PROLONGATION OF FACE OF COLUMN
- SZ SHARED ZONE (CP)

90° ANGLE

CENTRELINE OF COLUMN AT FACE



SHEET 13

ADJOINS

SHEET 14 ADJOINS

AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

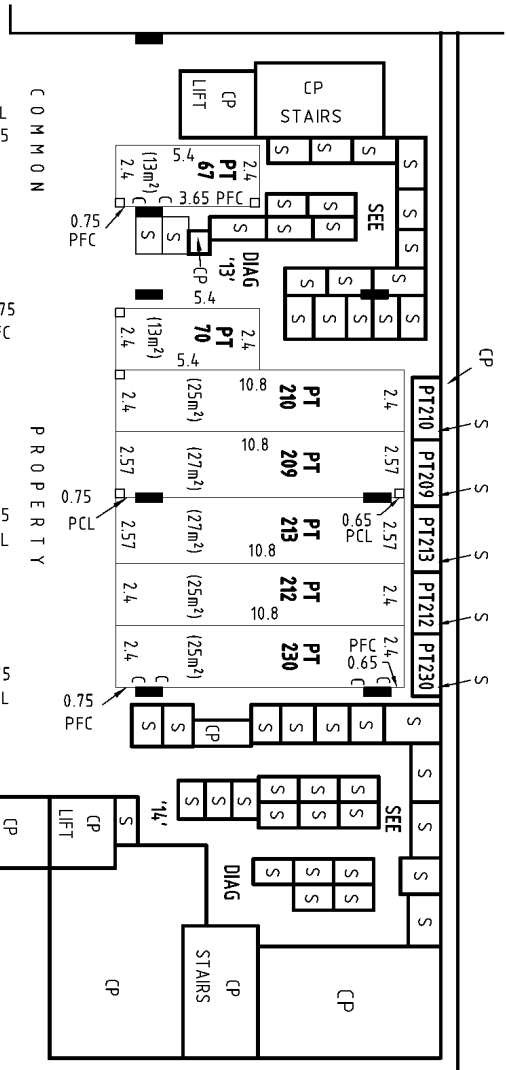
Surveyor: LACHLAN LEONARD HILLARD YOUNG
Surveyors Ref: 8073
Subdivision No: SC 2644

Registered:
25.1.2018

SP95272

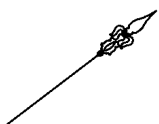
DP 1229776

PT 2



BASEMENT 1

SEE DIAGRAMS ON SHEET 15



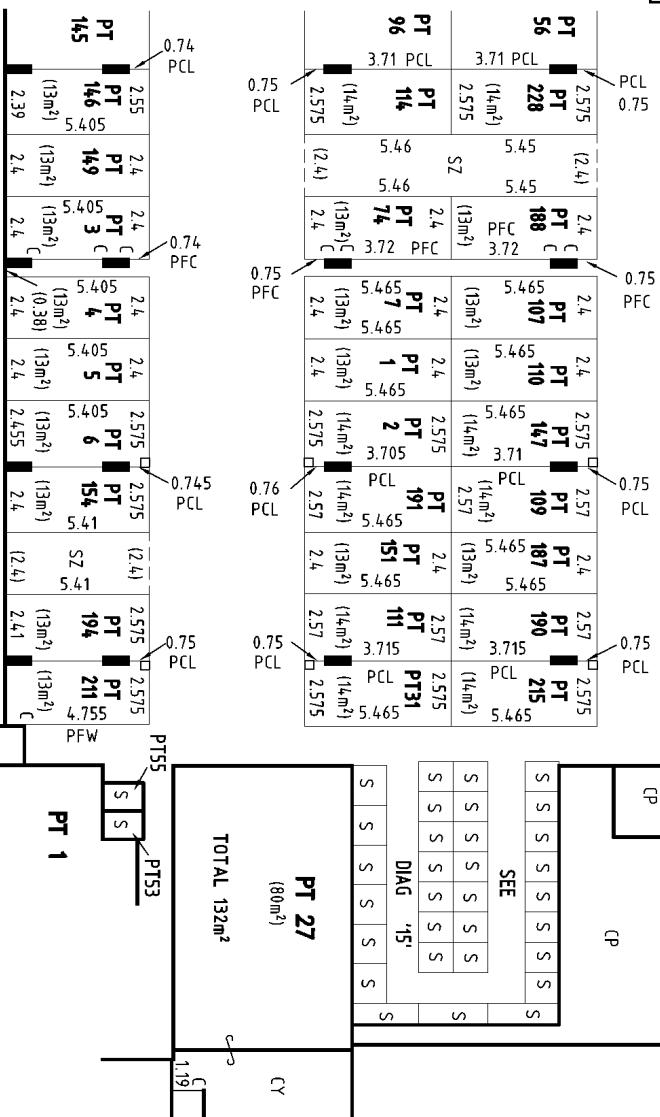
THE STORAGE LOTS FORM PART OF THE LOT SHOWN.

THE STORAGES FOR PART LOTS 53 AND 55 HAVE AN AREA OF 1m² EACH.

THE STORAGES FOR PART LOTS 209, 210, 212, 213 AND 230 HAVE AN AREA OF 2m² EACH.

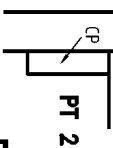
AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

SHEET 12 ADJOINS



SHEET 14 ADJOINS

VOID



Surveyor: LACHLAN LEONARD HILLARD YOUNG

Surveyors Ref: 8073

Subdivision No: SC 2644

Lengths are in metres. Reduction Ratio 1: 200

Registered:



25.1.2018

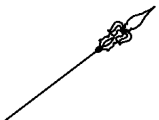
SP95272

C CORNER OF COLUMN/WALL
CP COMMON PROPERTY
CY COURTYARD
PFW PROLONGATION OF FACE OF WALL
PCL PROLONGATION OF CENTRELINE OF COLUMN
PFC PROLONGATION OF FACE OF COLUMN
S STORAGE
SZ SHARED ZONE (CP)

BASEMENT 1

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

SEE DIAGRAM ON SHEET 15



CENTRELINE OF COLUMN AT FACE

90° ANGLE

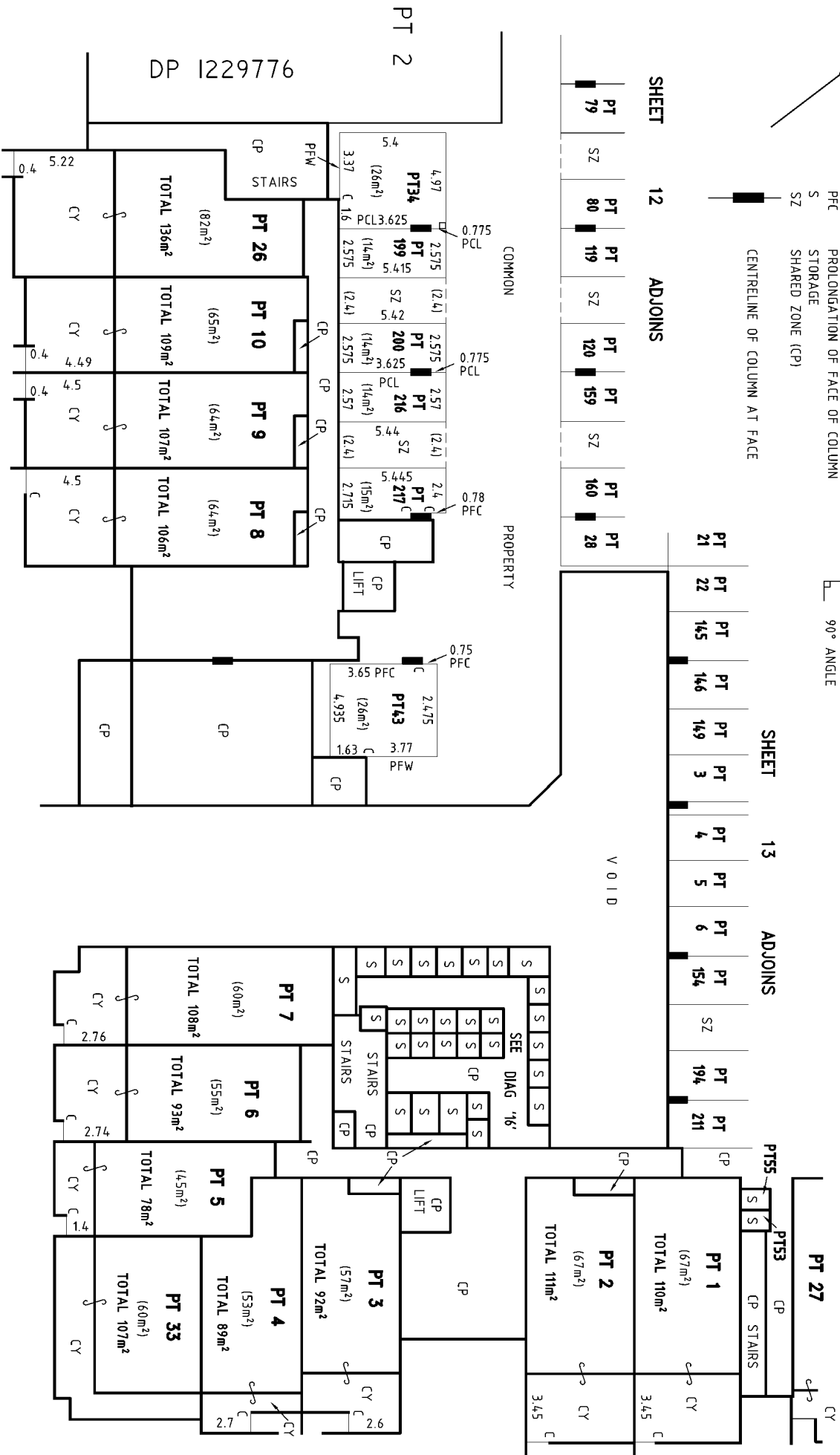
SHEET 12 ADJOINS

PT 79	SZ	PT 80	PT 119	SZ	PT 120	PT 159	SZ	PT 160	PT 28
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SHEET 13 ADJOINS

PT 21	PT 22	PT 145	PT 146	PT 149	PT 3	PT 4	PT 5	PT 6	PT 154	SZ	PT 194	PT 211
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VOID



BASEMENT 1

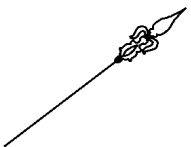


DIAGRAM '14'
N.T.S.

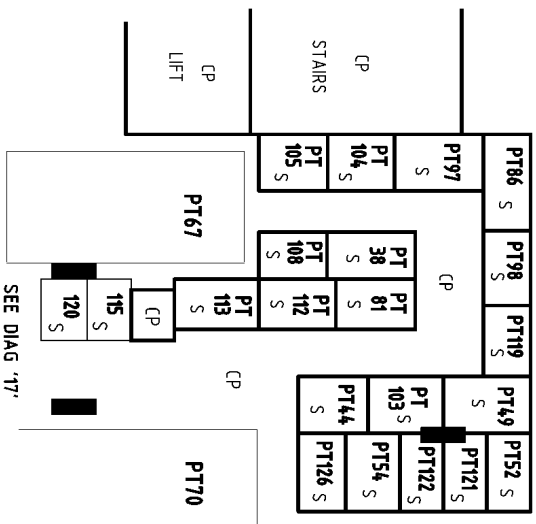


DIAGRAM '16'
N.T.S.

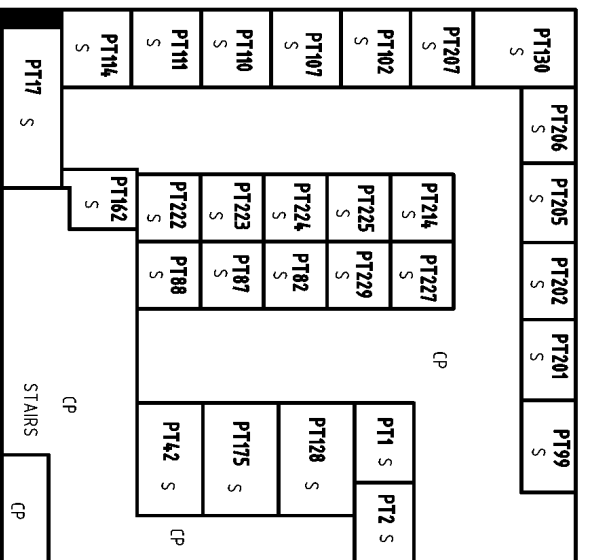


DIAGRAM '17'
N.T.S.

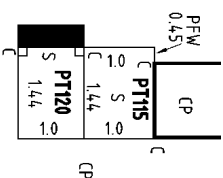
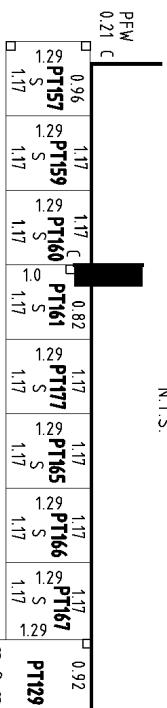
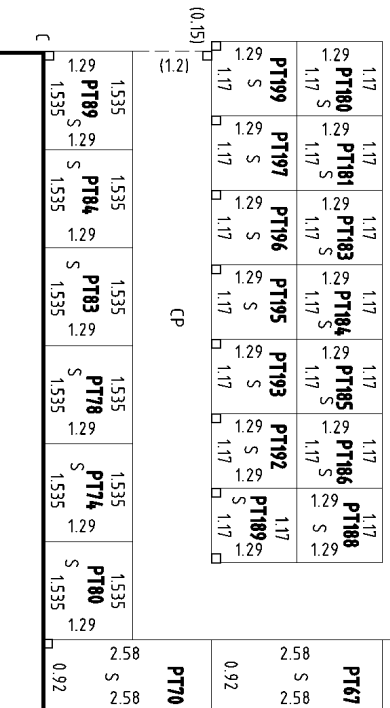


DIAGRAM '15
N.T.S.



CP



(0.15)

THE STORAGEES FOR PART LOTS 1, 2, 18, 33, 38, 44, 45, 46, 47, 48, 52, 54, 81, 82, 87, 88, 94, 99, 102, 103, 104, 105, 107, 108, 111, 112, 113, 114, 115, 119, 120, 121, 122, 123, 124, 126, 138, 140, 141, 145, 146, 148, 149, 152, 153, 155, 156, 157, 159, 160, 161, 162, 165, 166, 167, 177, 180, 181, 183, 184, 185, 186, 188, 189, 192, 193, 195, 196, 197, 199, 201, 202, 205, 206, 207, 214, 222, 223, 224, 225, 227 AND 229 HAVE AN AREA OF tme^2 EACH.

THE STORAGEES FOR PART LOTS 42, 49, 67, 70, 74, 78, 80, 83, 84, 86, 89, 97, 99, 129, 130, 231, 232, 233 AND 234 HAVE AN AREA OF 2m² EACH.

THE STORAGE LOTS FORM PART OF THE LOT SHOWN

PFW	PROLONGATION OF THE FACE OF WALL
C	CORNER OF COLUMN/WALL
CP	COMMON PROPERTY
S	STORAGE

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

Surveyor: LACHLAN LEONARD HILLARD YOUNG

Surveyors Ref: 8073

Subdivision No: SC 2644

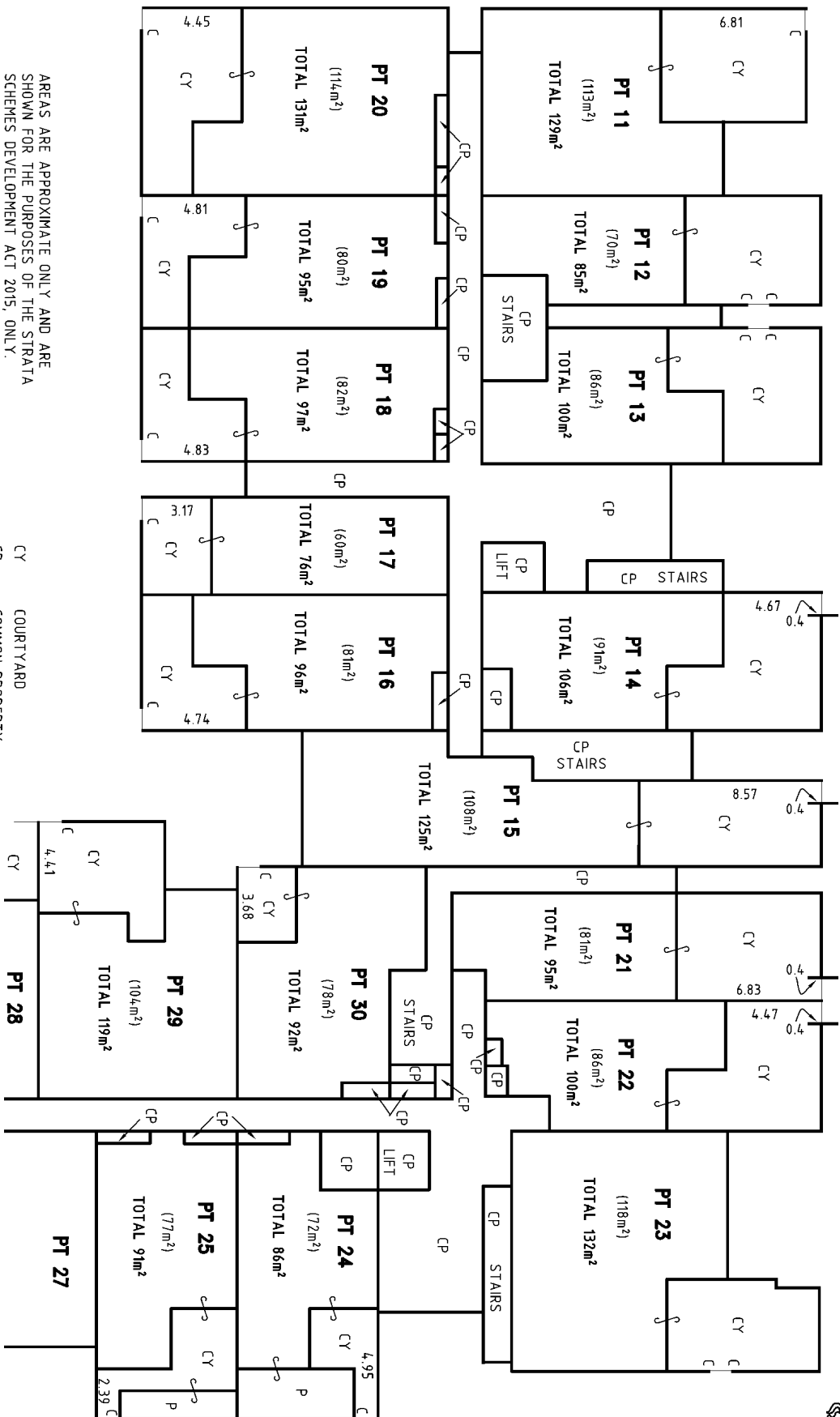
Lengths are in metres Reduction Ratio 1: 200

Registered:

25.1.2018

SP95272

GROUND LEVEL



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

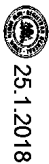
THE STRATUM OF THE PLANTERS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 5 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT, EXCEPT WHERE COVERED, WITHIN THESE LIMITS AND IN DEPTH TO 3 METRES BELOW THE AFOREMENTIONED UPPER SURFACE, EXCEPT WHERE THERE IS A CONCRETE BASE.

CY COURTYARD
CP COMMON PROPERTY
C CORNER OF WALL
P PLANTER

SHEET 17 ADJOINS

Surveyor: LACHLAN LEONARD HILLARD YOUNG
Surveyors Ref: 8073
Subdivision No: SC 2644

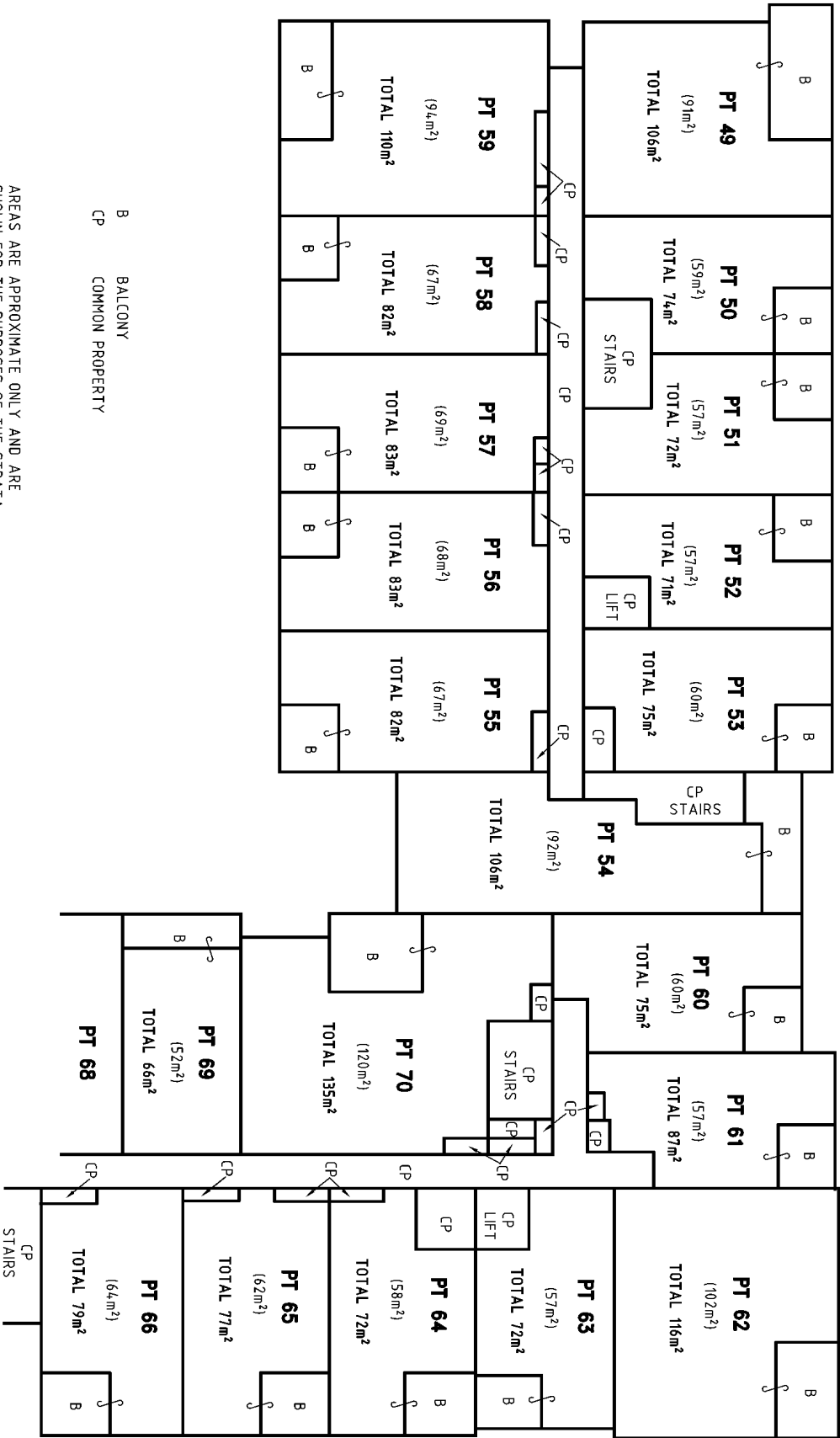


SP95272

Lengths are in metres. Reduction Ratio 1: 200

SP95272

LEVEL 1



SHEET 19 ADJOINS

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

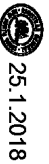
Surveyor: LACHLAN LEONARD HILLARD YOUNG

Surveyors Ref: 8073

Subdivision No: SC 2644

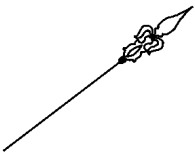
Lengths are in metres. Reduction Ratio 1: 200

Registered:



25.1.2018

SP95272

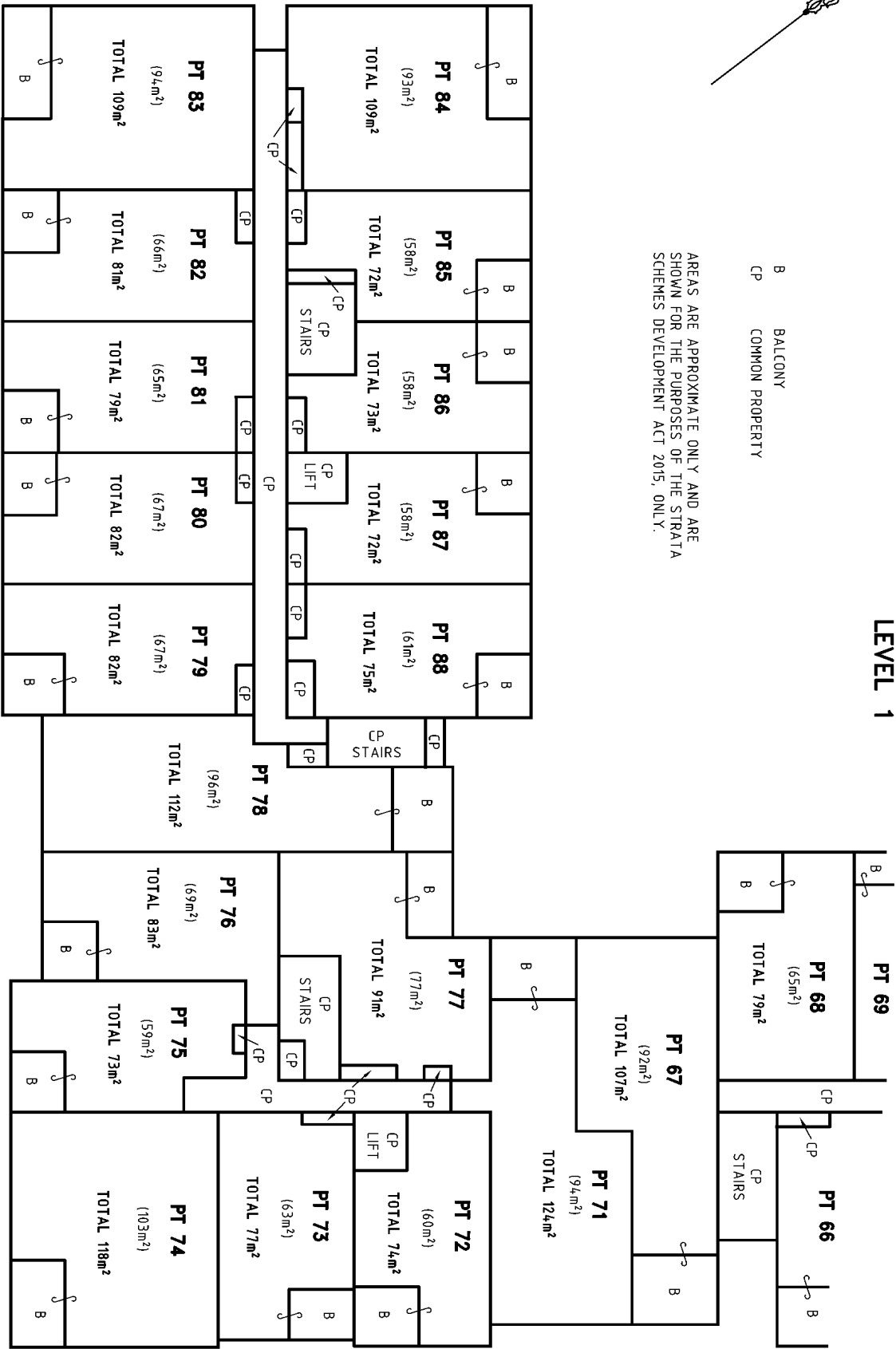


B BALCONY
CP COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

LEVEL 1

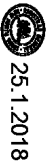
SHEET 18 ADJOINS



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.

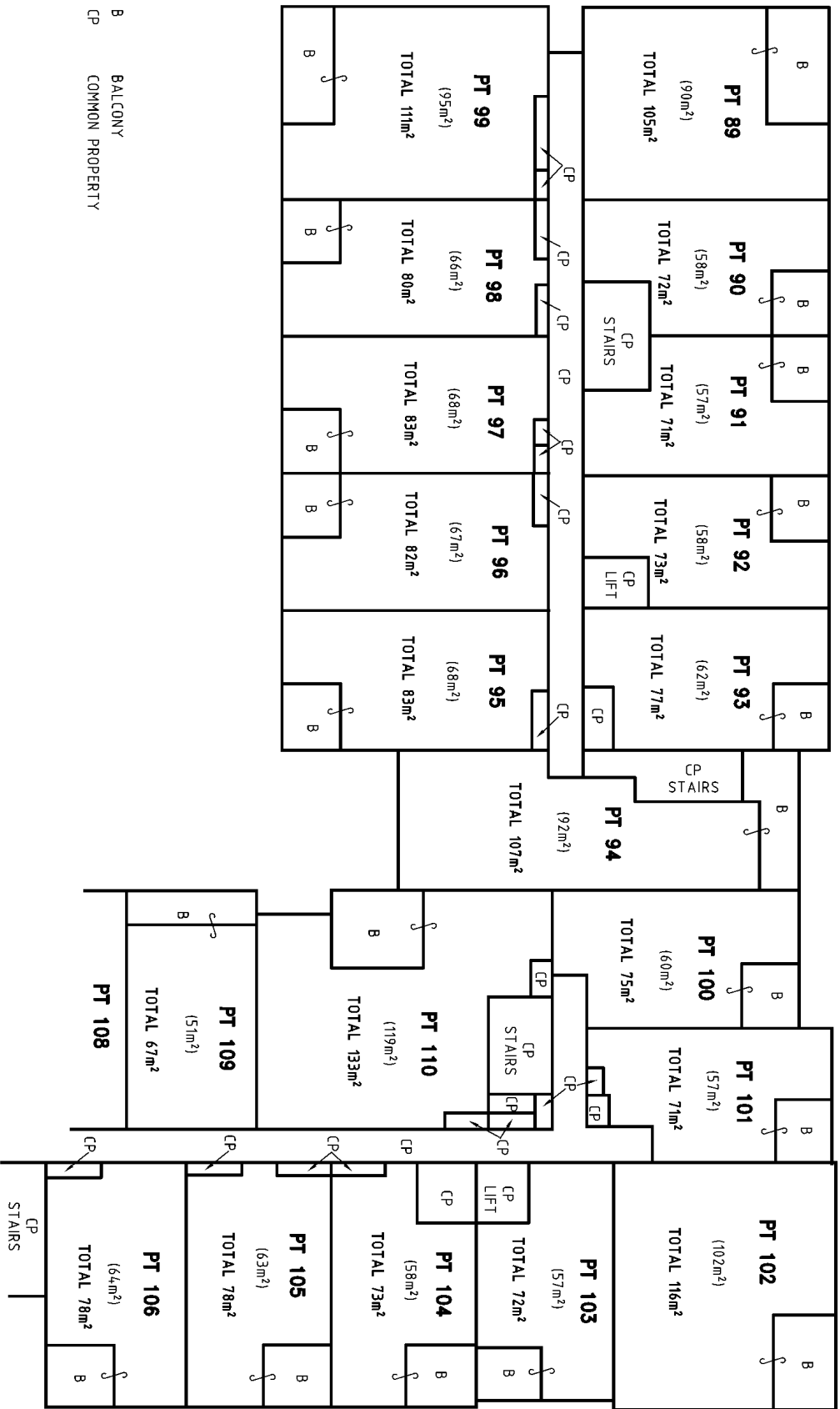
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: LACHLAN LEONARD HILLARD YOUNG
Surveyors Ref: 8073
Subdivision No: SC 2644
Lengths are in metres. Reduction Ratio 1: 200



SP95272

LEVEL 2



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

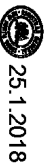
B BALCONY
CP COMMON PROPERTY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

SHEET 21 ADJOINS

Surveyor: LACHLAN LEONARD HILLARD YOUNG
Surveyors Ref: 8073
Subdivision No: SC 2644

Lengths are in metres. Reduction Ratio 1: 200



Registered:
25.1.2018

SP95272

ePlan **SHEET 21 OF 28 SHEETS**

SHEET 20 ADJOINS



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

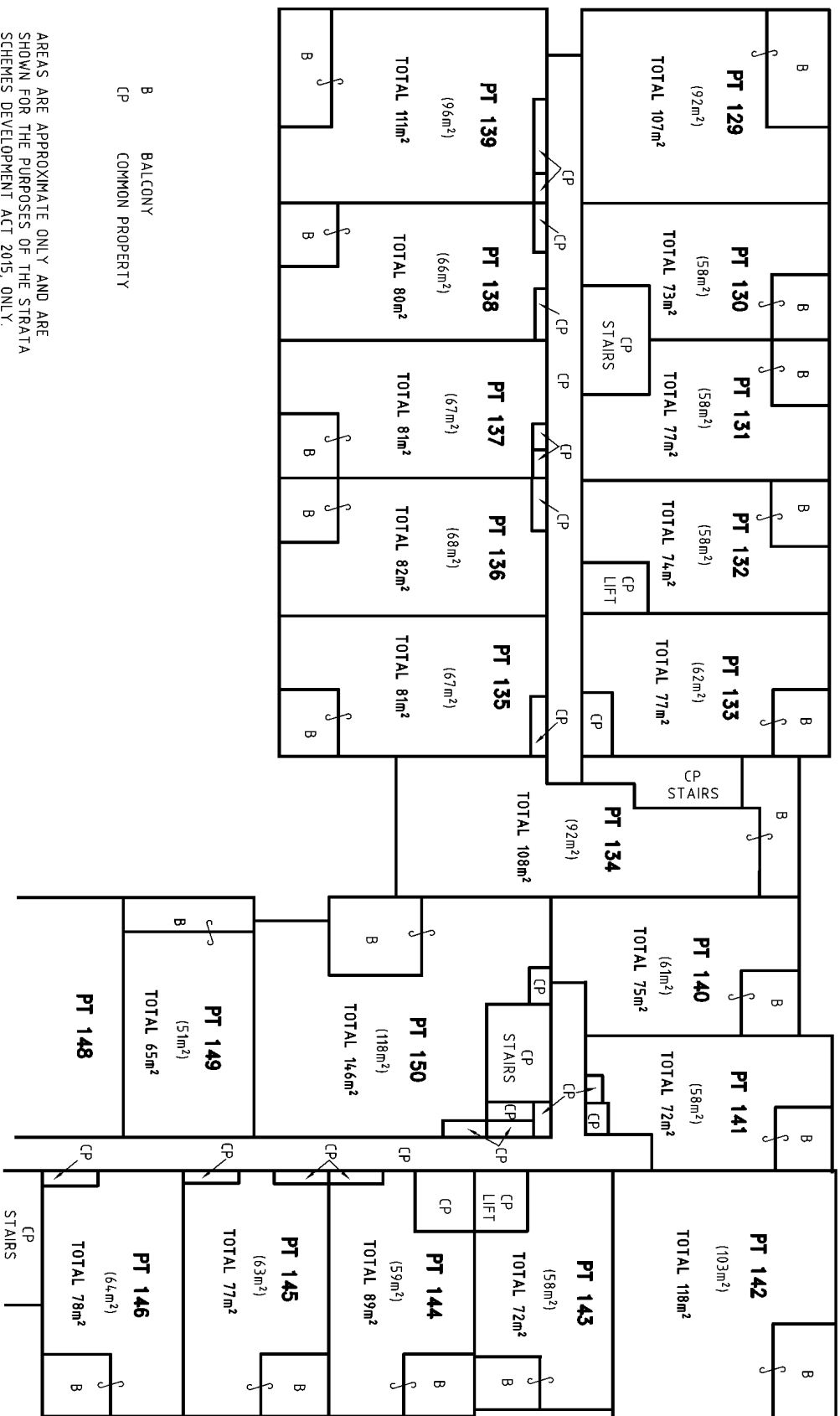
Registered:

Curry's new.....

25.1.2018

SP95272

LEVEL 3



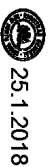
B BALCONY
CP COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.

SHEET 23 ADJOINS

Surveyor: LACHLAN LEONARD HILLARD YOUNG
Surveyors Ref: 8073
Subdivision No: SC 2644
Lengths are in metres. Reduction Ratio 1: 200



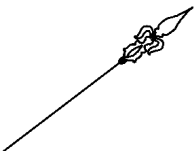
25.1.2018

SP95272

LEVEL 3

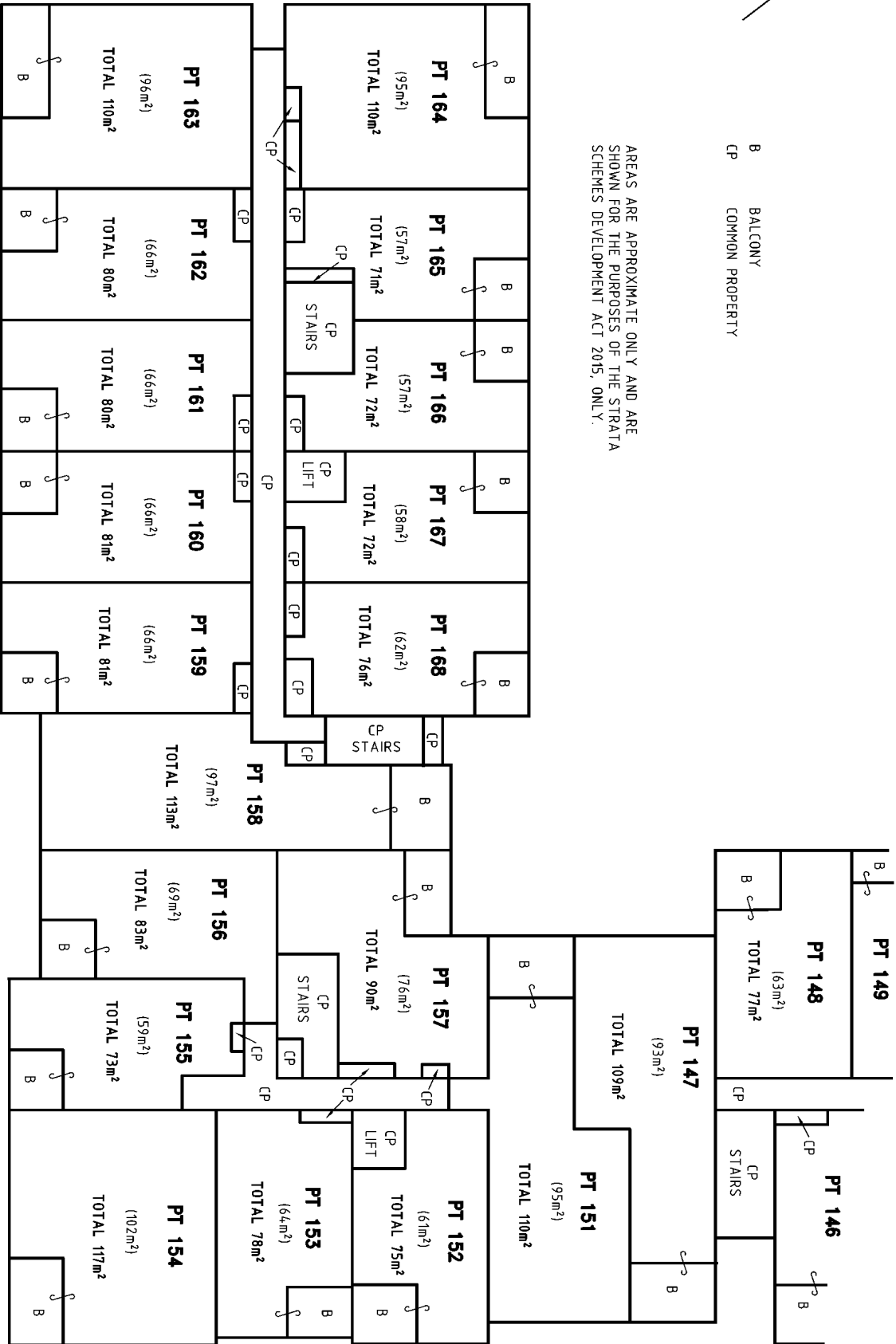
SHEET 22

ADJOINS



B BALCONY
CP COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

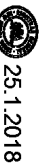
Surveyor: LACHLAN LEONARD HILLARD YOUNG

Surveyors Ref: 8073

Subdivision No: SC 2644

Lengths are in metres. Reduction Ratio 1: 200

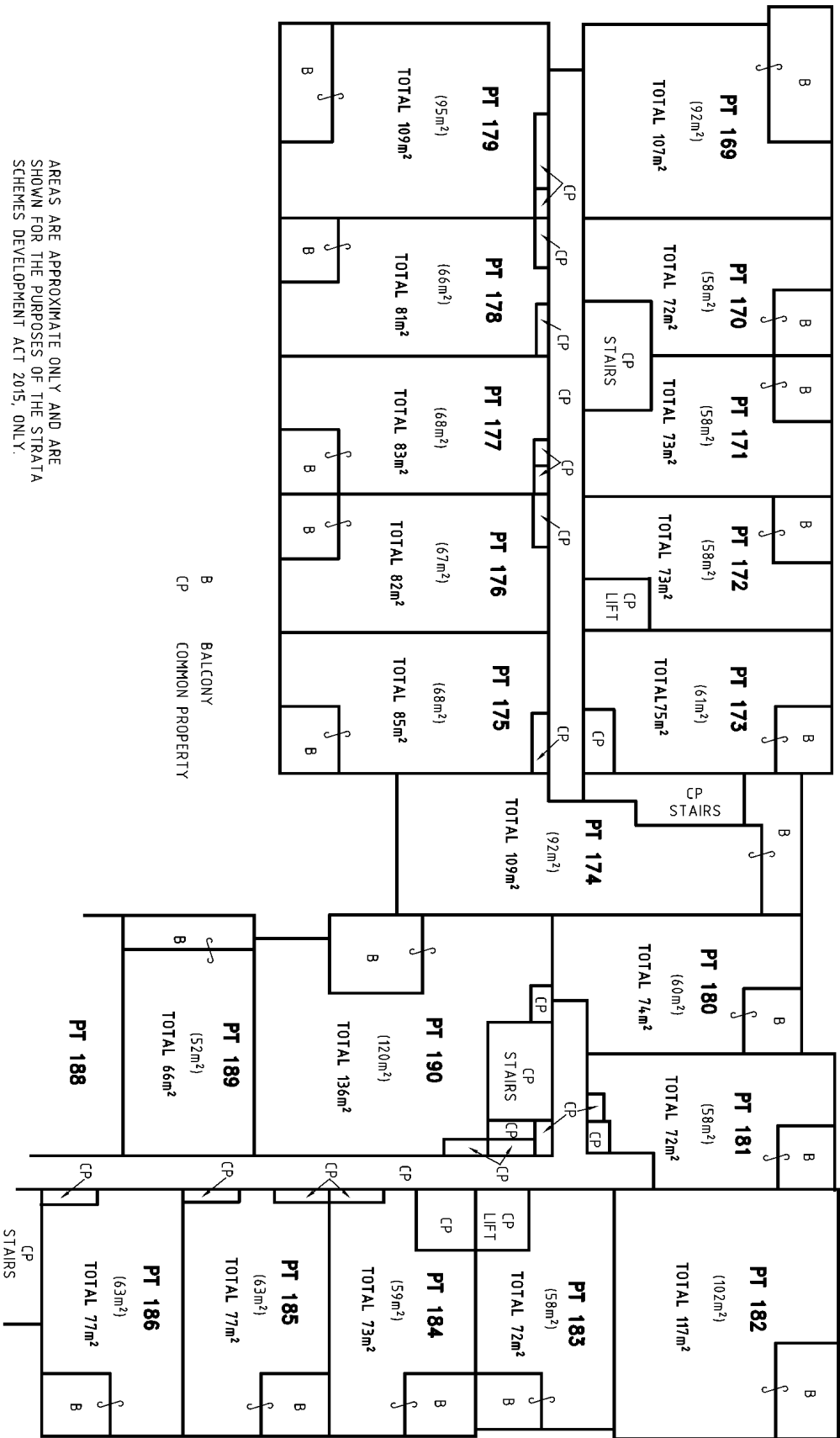
Registered:



25.1.2018

SP95272

LEVEL 4



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

SHEET 25 ADJOINS

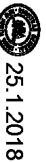
Surveyor: LACHLAN LEONARD HILLARD YOUNG

Surveyors Ref: 8073

Subdivision No: SC 2644

Lengths are in metres. Reduction Ratio 1: 200

Registered:

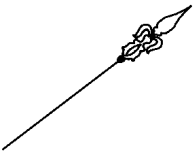


25.1.2018

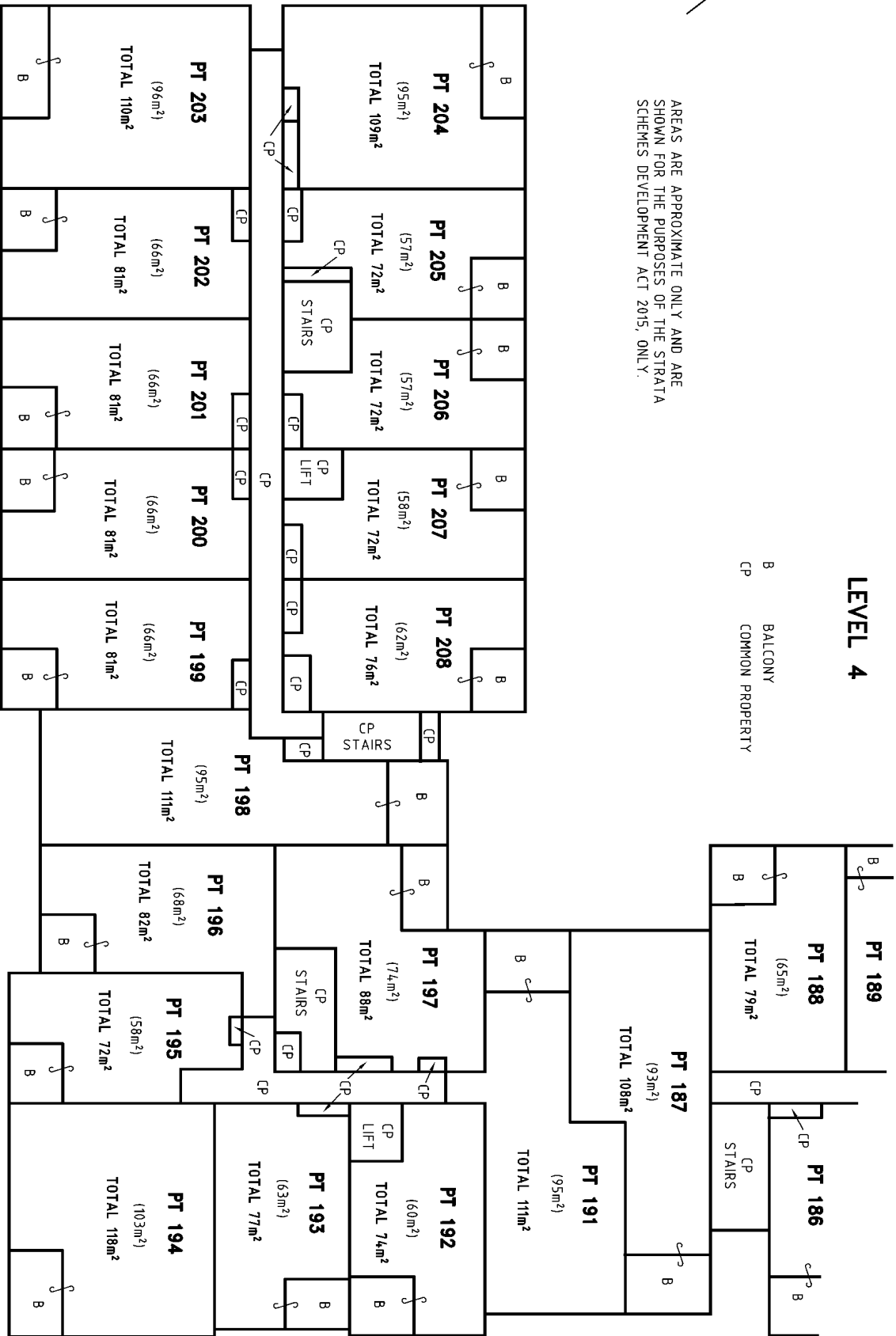
SP95272

LEVEL 4

B BALCONY
CP COMMON PROPERTY



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

Surveyor: LACHLAN LEONARD HILLARD YOUNG

Surveyors Ref: 8073

Subdivision No: SC 2644

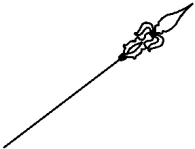
Lengths are in metres. Reduction Ratio 1: 200

Registered:



25.1.2018

SP95272

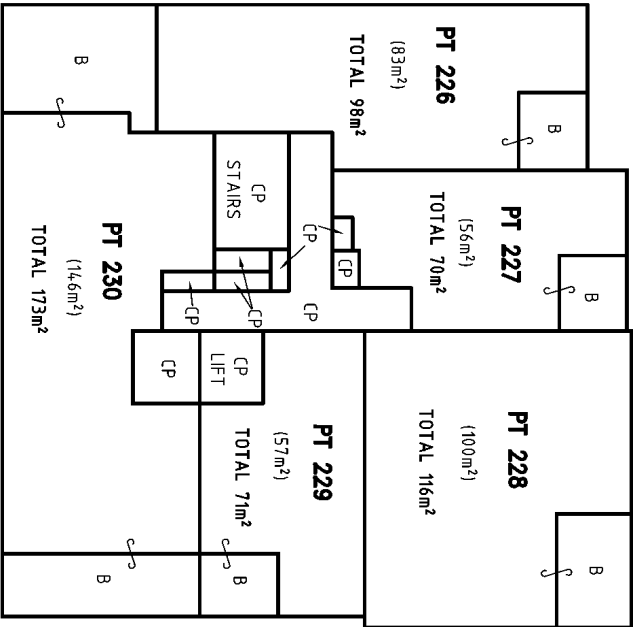


B BALCONY
CP COMMON PROPERTY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

LEVEL 5



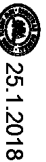
Surveyor: LACHLAN LEONARD HILLARD YOUNG

Surveyors Ref: 8073

Subdivision No: SC 2644

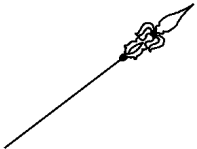
Lengths are in metres. Reduction Ratio 1: 200

Registered:



25.1.2018

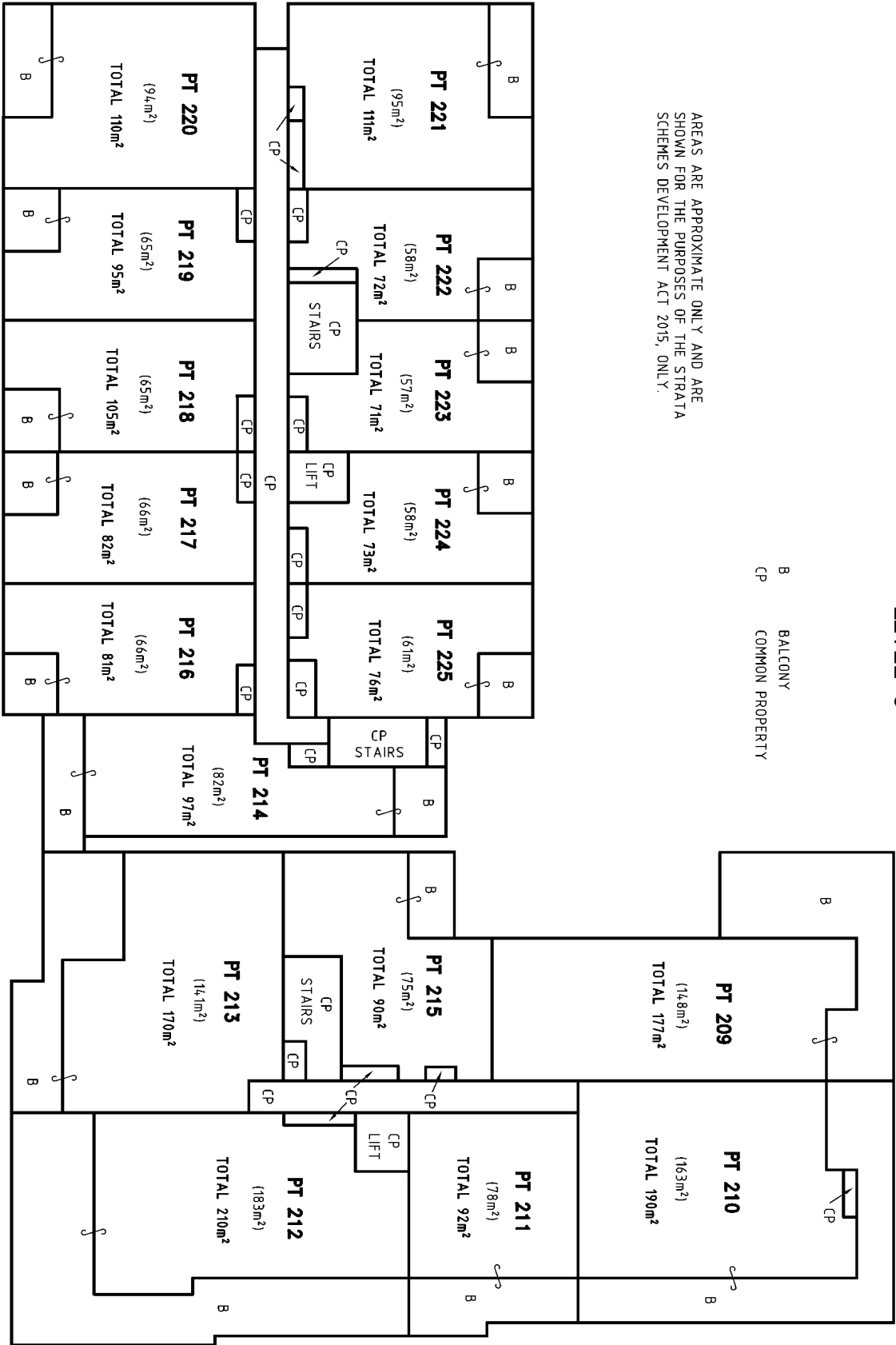
SP95272



LEVEL 5

B BALCONY
CP COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.

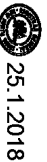
Surveyor: LACHLAN LEONARD HILLARD YOUNG

Surveyors Ref: 8073

Subdivision No: SC 2644

Lengths are in metres. Reduction Ratio 1: 200

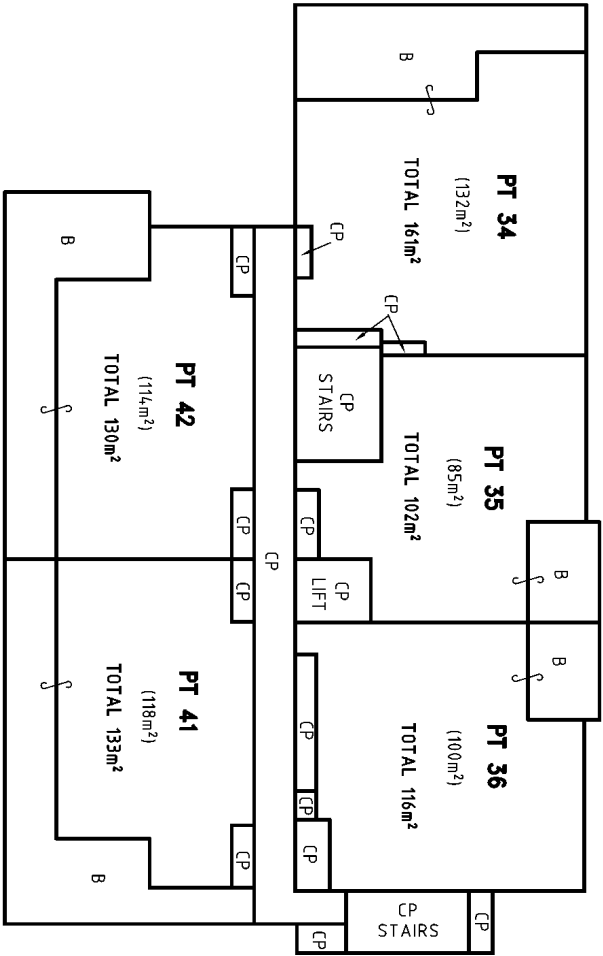
Registered:



25.1.2018

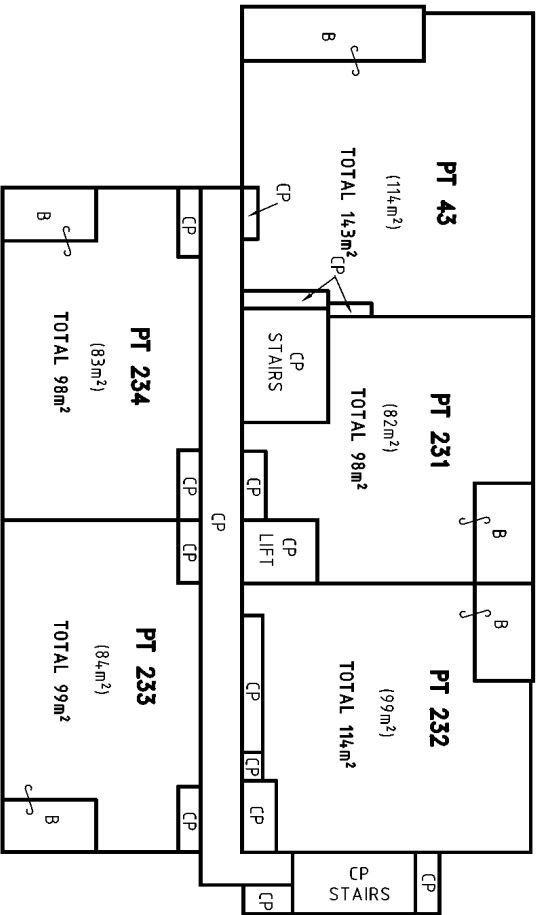
SP95272

LEVEL 6



B BALCONY
CP COMMON PROPERTY

LEVEL 7



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

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

Surveyor: LACHLAN LEONARD HILLARD YOUNG

Registered:

Surveyors Ref: 8073

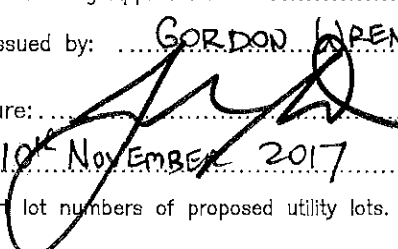
Subdivision No: SC 2644

Lengths are in metres. Reduction Ratio 1: 200

25.1.2018



SP95272

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:  25.1.2018		SP95272
PLAN OF SUBDIVISION OF: LOT 1 IN DP 1229776		LGA: RYDE Locality: MEADOWBANK RYDE Parish: HUNTERS HILL County: CUMBERLAND
This is a * FREEHOLD / LEASEHOLD Strata Scheme		
Address for Service of Documents 1 HAMILTON CRESENT RYDE 2112 Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: * Model By-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.
Surveyor's Certificate I, LACHLAN LEONARD HILLARD YOUNG RAMSAY SURVEYORS PTY LTD of PO BOX 9082 HARRIS PARK 2150 being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. * The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: 17-10-2017 Surveyor ID: 8676 Surveyor's Reference: 8073 ^ Insert the Deposited Plan number or Dealing number of the instrument that created the easement		Strata Certificate (Accredited Certifier) I, GORDON WREN being an Accredited Certifier, accreditation number BPB 0447, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: SC 2644 Relevant Planning Approval No: CDC 944 issued by: GORDON WREN Signature:  Date: 10 November 2017 ^ Insert lot numbers of proposed utility lots.
* Strike through if inapplicable		

SP FORM 3.07

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Office Use Only

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Registered:



25.1.2018

SP95272

VALUER'S CERTIFICATE

I, Anastasia Spiropoulos being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*.

Signature:

[Signature]

Date:

03.11.2017

~~PROPOSED~~ SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	43	30	41	59	45
2	43	31	45	60	39
3	42	32	38	61	39
4	41	33	42	62	48
5	40	34	74	63	38
6	40	35	49	64	39
7	42	36	49	65	39
8	42	37	39	66	39
9	42	38	48	67	46
10	42	39	39	68	39
11	45	40	40	69	33
12	33	41	51	70	49
13	39	42	50	71	46
14	40	43	74	72	38
15	45	44	45	73	39
16	41	45	33	74	48
17	32	46	33	75	39
18	41	47	39	76	40
19	40	48	40	77	39
20	45	49	45	78	46
21	33	50	39	79	40
22	39	51	39	80	40
23	48	52	39	81	40
24	39	53	39	82	42
25	40	54	45	83	46
26	46	55	40	84	45
27	53	56	40	85	39
28	33	57	40	86	39
29	45	58	40	87	39

SCHEDULE OF UNIT ENTITLEMENT CONTINUES ON SHEET 3

SP FORM 3.08 (Annexure)

STRATA PLAN ADMINISTRATION SHEET

Sheet **3** of 5 sheet(s)

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Registered:



25.1.2018

SP95272

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

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

SCHEDULE OF UNIT ENTITLEMENT CONTINUED FROM SHEET 2

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
88	39	114	48	140	40
89	46	115	38	141	39
90	39	116	40	142	49
91	39	117	40	143	39
92	39	118	46	144	40
93	39	119	40	145	40
94	46	120	40	146	40
95	41	121	40	147	47
96	40	122	40	148	40
97	41	123	46	149	33
98	40	124	47	150	51
99	46	125	39	151	47
100	39	126	39	152	39
101	39	127	39	153	40
102	48	128	40	154	49
103	39	129	46	155	39
104	39	130	39	156	41
105	40	131	39	157	40
106	40	132	39	158	47
107	46	133	40	159	40
108	40	134	46	160	40
109	33	135	41	161	40
110	50	136	41	162	43
111	47	137	41	163	47
112	39	138	40	164	47
113	40	139	47	165	39

SCHEDULE OF UNIT ENTITLEMENT CONTINUES ON SHEET 4

SP FORM 3.08 (Annexure)

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Office Use Only

Office Use Only

Registered:



25.1.2018

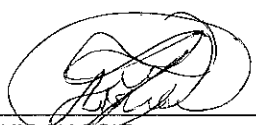
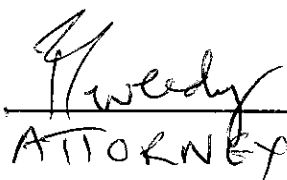
SP95272

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

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

SCHEDULE OF UNIT ENTITLEMENT CONTINUED FROM SHEET 3

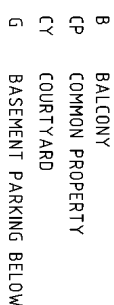
LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
166	39	192	39	218	41
167	39	193	40	219	41
168	40	194	49	220	48
169	46	195	40	221	48
170	40	196	41	222	40
171	40	197	40	223	40
172	40	198	48	224	40
173	40	199	41	225	41
174	46	200	41	226	47
175	41	201	41	227	40
176	41	202	41	228	49
177	41	203	48	229	40
178	41	204	47	230	72
179	47	205	40	231	49
180	40	206	40	232	49
181	40	207	40	233	48
182	49	208	40	234	48
183	39	209	72	AGGREGATE	10000
184	39	210	73		
185	40	211	41		
186	40	212	73		
187	47	213	72		
188	40	214	43		
189	34	215	40		
190	52	216	41		
191	48	217	41		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:  25.1.2018	SP95272	
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>		
Signed by Holdmark Enterprises Pty Ltd ABN 92 139 585 998 pursuant to section 127 Corporations Act 2001 (Cth)  Name: SARKIS NASSIF Office: SOLE DIRECTOR/SECRETARY SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level <u>2</u> Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:  WITNESS KEVIN KIM Analyst NAB Corporate Property NSW <u>755 GEORGE ST SYDNEY NSW 2000</u> ADDRESS OF WITNESS  RACHEL TWEEDY Associate Director NAB Corporate Property NSW		
Surveyor's Reference: 8073		

SHEET 1 OF 31 SHEETS

LOCATION PLAN

SEE SHEET 2 FOR LOCATION PLAN OF BASEMENT LEVEL 3 & BELOW
SEE SHEET 3 FOR LOCATION PLAN OF BASEMENT LEVEL 2
SEE SHEET 4 FOR LOCATION PLAN OF BASEMENT LEVEL 1
SEE SHEET 5 FOR LOCATION PLAN OF GROUND LEVEL & ABOVE



- (A) EASEMENT FOR ACCESS 13.07 WIDE LIMITED IN STRATUM (DP 1229776)
(RW) RIGHT OF WAY 13.07 WIDE LIMITED IN STRATUM (DP 1229776)
(E) EASEMENT FOR ELECTRICAL PURPOSES 4.24 & 4.09 WIDE (DP 1234569)
(J) COVENANT (A213588)
(H) BENEFITED BY EASEMENT FOR CRANE OVERHANG (A/J13953)
EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOT (DP 1229776)
EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LOT (DP 1229776)
EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOT (DP 1229776)
EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LOT (DP 1229776)

AVENUE

Registered:

2018

SP95296



LOCATION PLAN FOR BASEMENT LEVEL 3 AND BELOW

CONSTITUTION

ROAD

LOT 2 IS A STRATUM LOT LIMITED IN
HEIGHT AND IN DEPTH AS SHOWN ON DP 1229776
DIMENSIONS SHOWN ARE THOSE AT BASEMENT LEVEL 2

(E) EASEMENT FOR ELECTRICAL PURPOSES 4.24 & 4.09 WIDE (DP 1234569)

7.06
(E) 55.75

90.185

COMMON PROPERTY

98.885

PT 1
DP 1229776

HAMILTON CRESCENT WEST

13.2
47.855

PT 3
DP 1229776

NANCARROW AVENUE

Surveyor: LACHLAN LEONARD HILLARD YOUNG

Surveyors Ref: 8074

Subdivision No: SC 2645

Lengths are in metres. Reduction Ratio 1: 500

Registered:



29.1.2018

SP95296

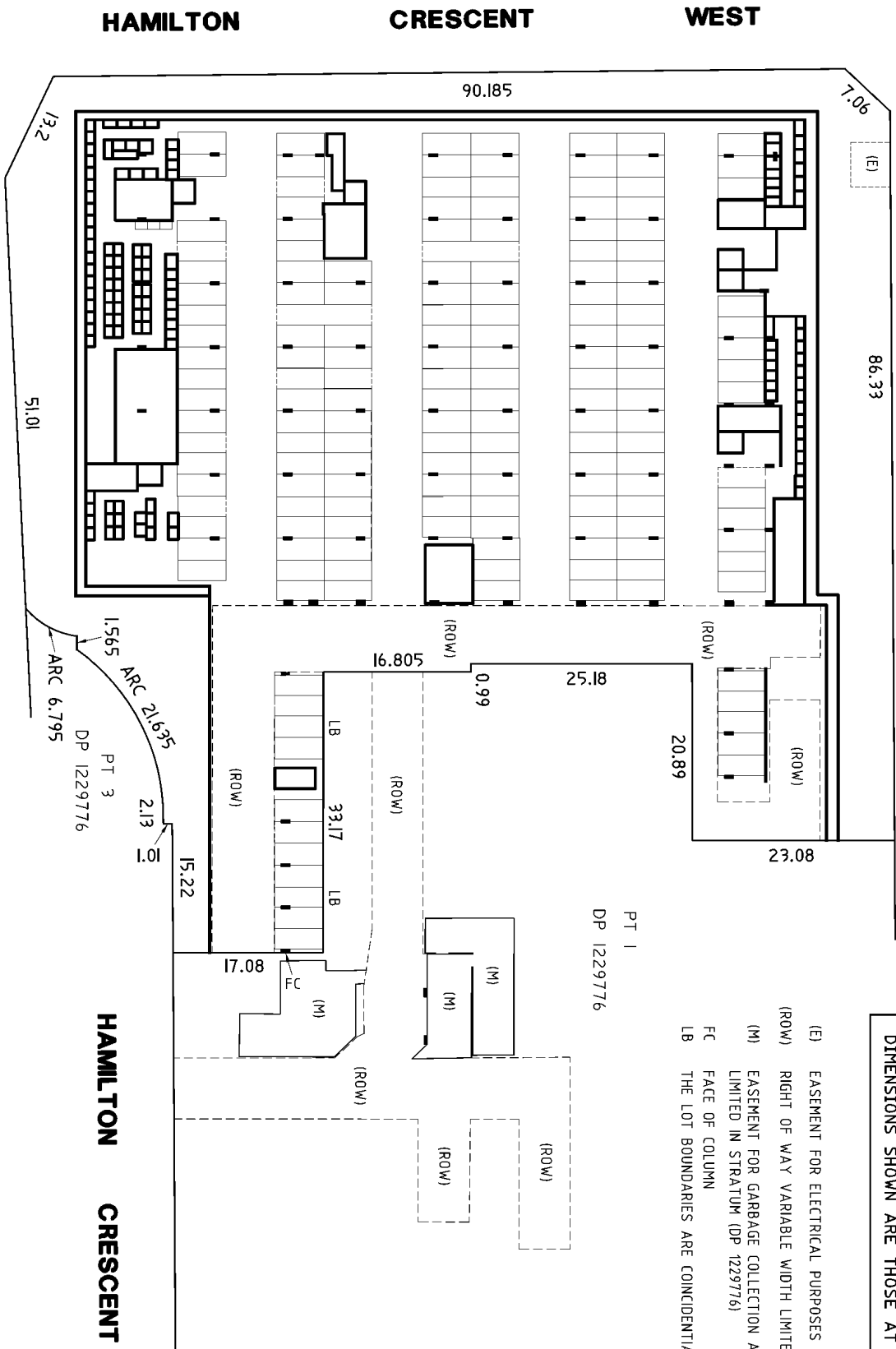
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

LOCATION PLAN FOR BASEMENT LEVEL 2

CONSTITUTION ROAD

LOT 2 IS A STRATUM LOT LIMITED IN HEIGHT AND IN DEPTH AS SHOWN ON DP 1229776 DIMENSIONS SHOWN ARE THOSE AT BASEMENT LEVEL 2

- (E) EASEMENT FOR ELECTRICAL PURPOSES 4.24 & 4.09 WIDE (DP 1234569)
- (ROW) RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1229776)
- (M) EASEMENT FOR GARBAGE COLLECTION AND LOADING DOCK LIMITED IN STRATUM (DP 1229776)
- FC FACE OF COLUMN
- LB THE LOT BOUNDARIES ARE COINCIDENTIAL WITH THE PARCEL BOUNDARY.



NANCARROW AVENUE

HAMILTON CRESCENT

Surveyor: LACHLAN LEONARD HILLARD YOUNG
Surveyors Ref: 8074
Subdivision No: SC 2645

Registered:
29.1.2018

SP95296

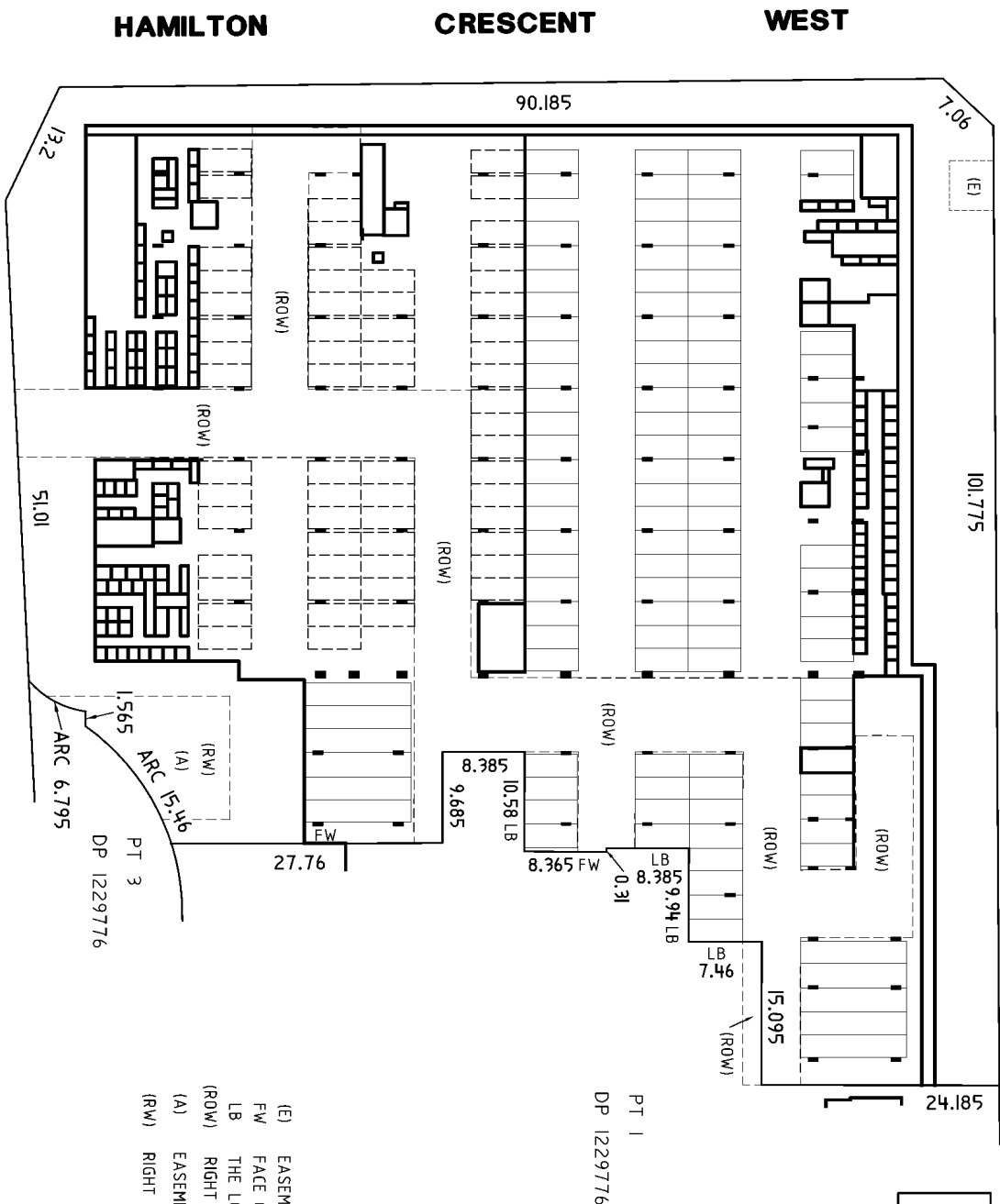
Lengths are in metres. Reduction Ratio 1: 500



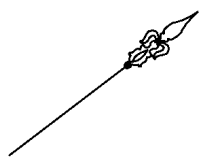
CONSTITUTION

ROAD

LOCATION PLAN FOR BASEMENT LEVEL 1



LOT 2 IS A STRATUM LOT LIMITED IN HEIGHT AND IN DEPTH AS SHOWN ON DP 1229776 DIMENSIONS SHOWN ARE THOSE AT BASEMENT LEVEL 1.



NANCARROW

AVENUE

HAMILTON

CRESCENT

WEST

Surveyor: LACHLAN LEONARD HILLARD YOUNG

Surveyors Ref: 8074

Subdivision No: SC 2645

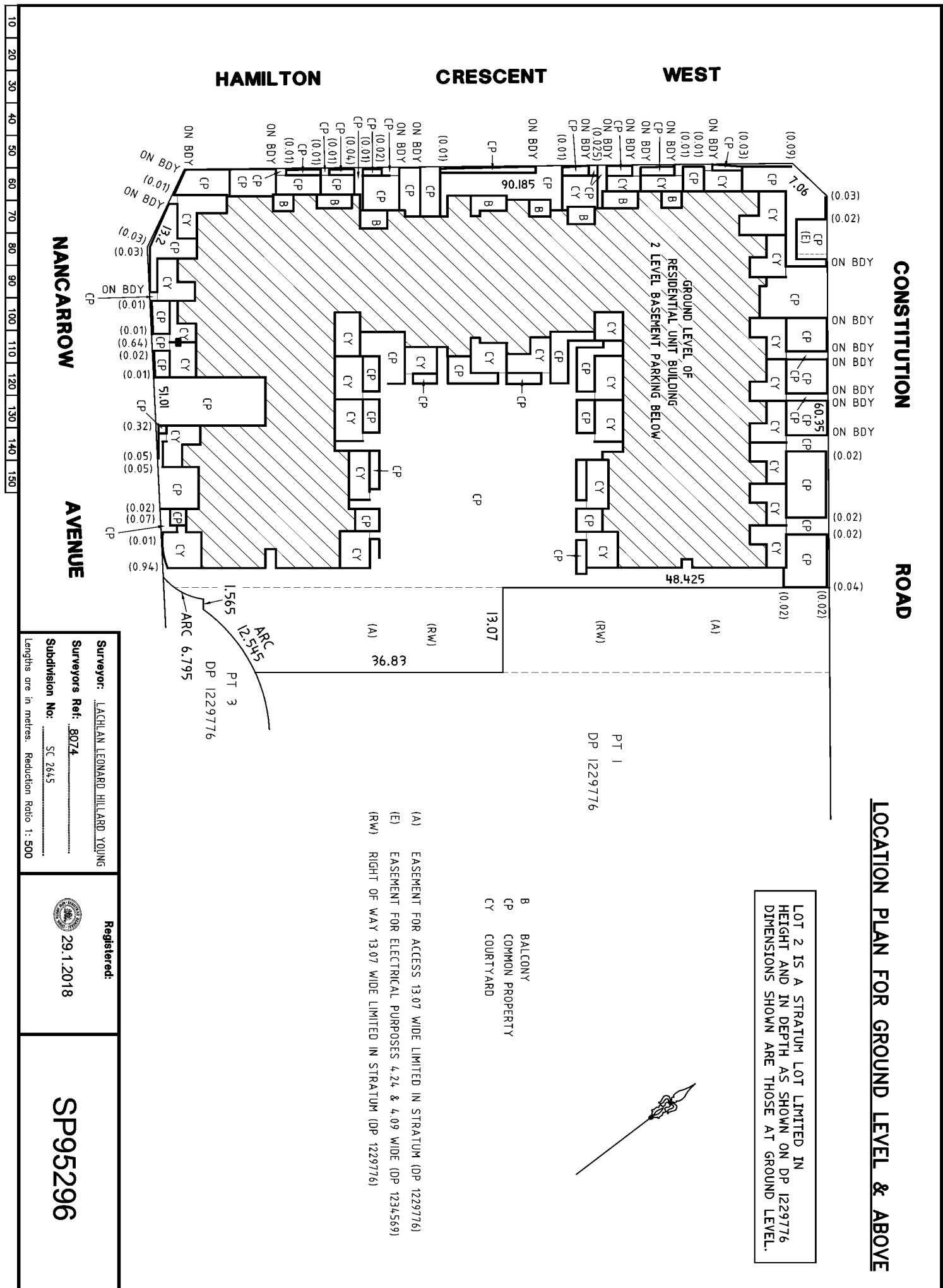
Lengths are in metres. Reduction Ratio 1: 500

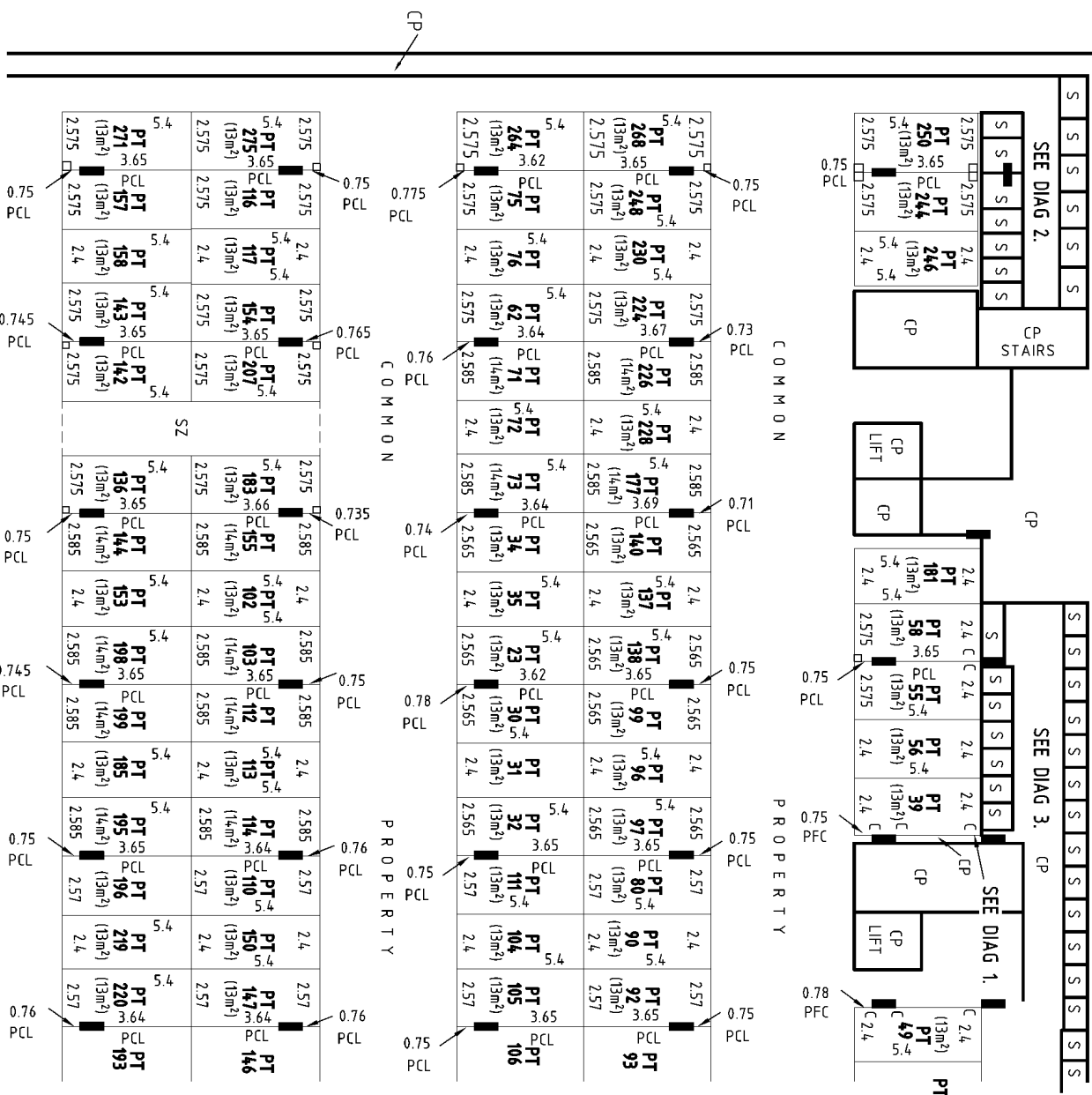
Registered:



29.1.2018

SP95296



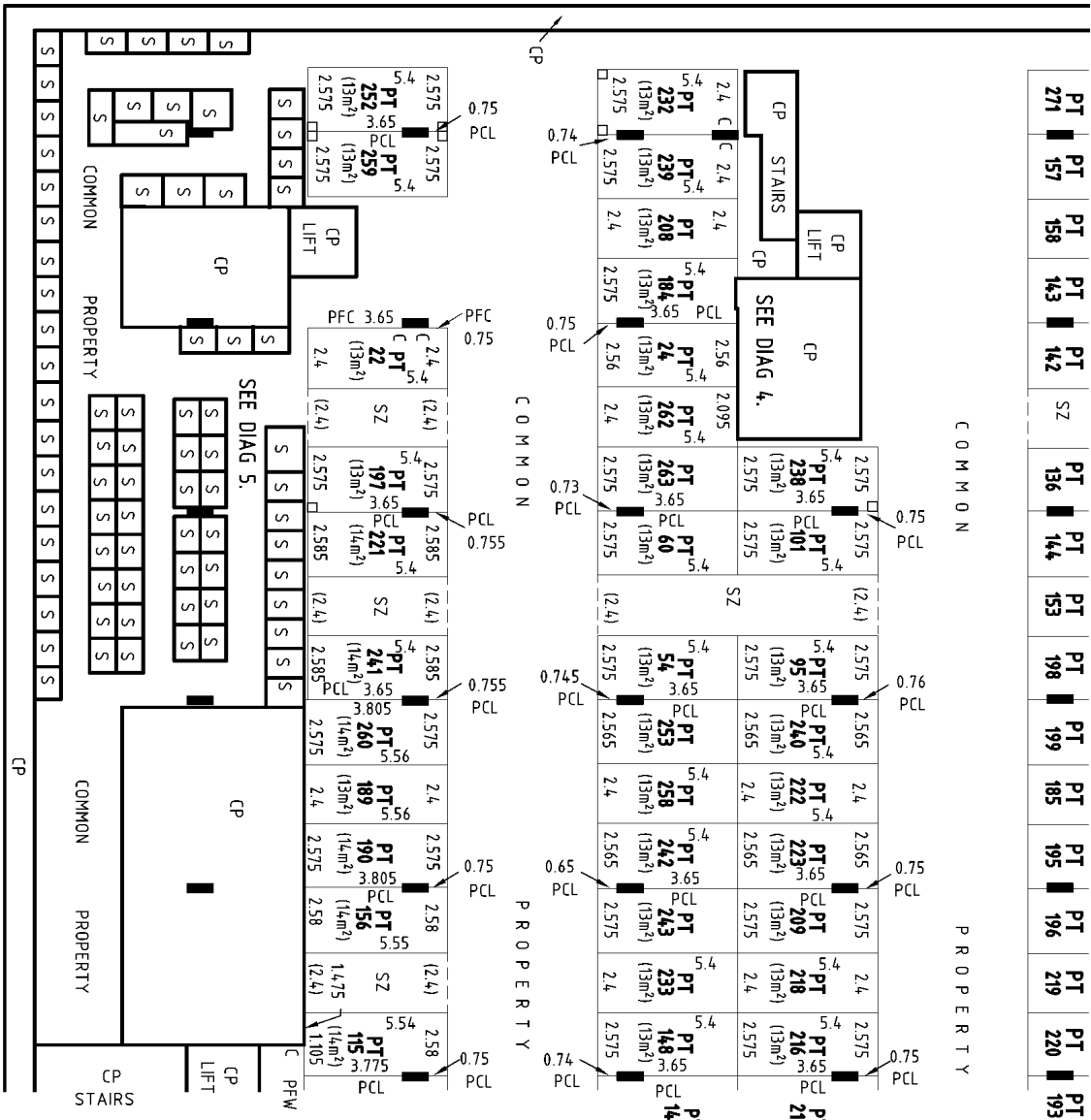


90° ANGLE

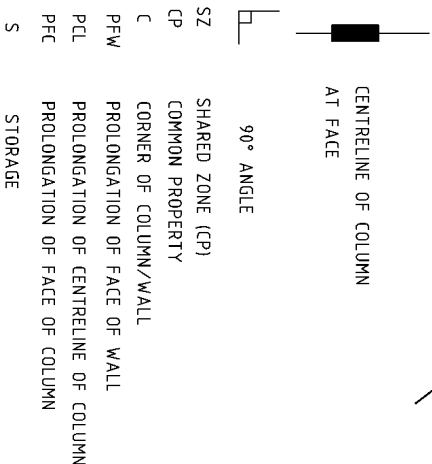
C	CORNER OF COLUMN/WALL
PCL	PROLONGATION OF CENTRELINE OF COLUMN
PFC	PROLONGATION OF FACE OF COLUMN
SZ	SHARED ZONE (CP)
CP	COMMON PROPERTY
S	STORAGE

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

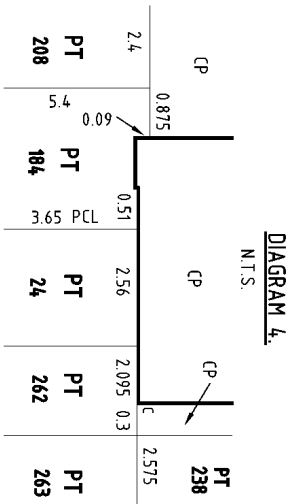
SP95296



BASEMENT 2
SEE DIAGRAM 5 ON SHEET 11



SHEET 8 ADJOINS



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

Surveyor: LACHLAN LEONARD HILLARD YOUNG
Surveyors Ref: 8074
Subdivision No: SC 2645
Lengths are in metres. Reduction Ratio 1: 200

Registered:

29.1.2018

SP95296

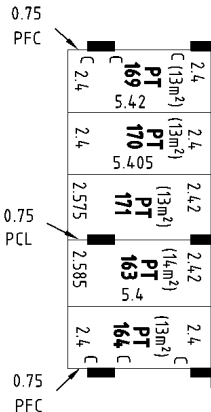
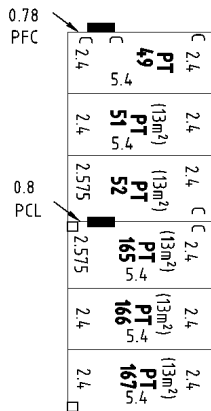
SEE DIAG 3.

CP

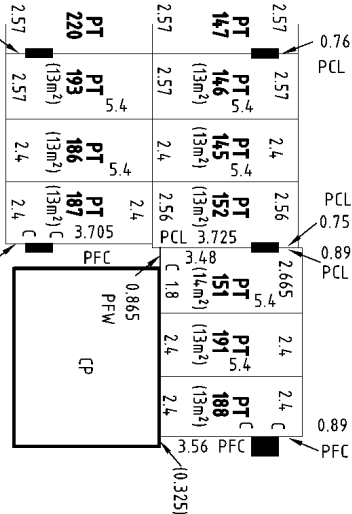
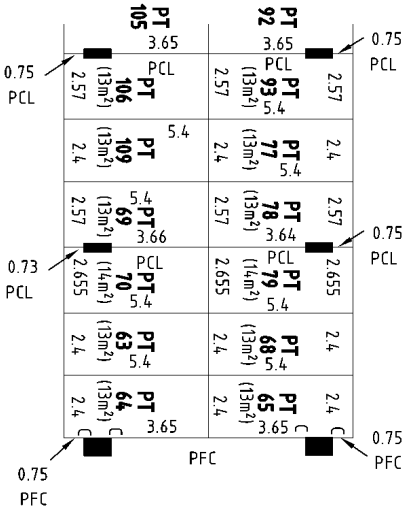
RAMP

BASEMENT 2

SEE DIAGRAM 3 ON SHEET 10



ADJOINS



SHEET

9

ADJOINS

DP I229776

PT I

90° ANGLE

CENTRELINE OF COLUMN
AT FACE

- C CORNER OF COLUMN/WALL
- PFW PROLONGATION OF FACE OF WALL
- PCL PROLONGATION OF CENTRELINE OF COLUMN
- PFC PROLONGATION OF FACE OF COLUMN
- CP COMMON PROPERTY
- S STORAGE

AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

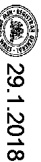
Surveyor: LACHLAN LEONARD HILLARD YOUNG

Surveyors Ref: 8074

Subdivision No: ST 2645

Lengths are in metres. Reduction Ratio 1: 200

Registered:



SP95296

SHEET 8 ADJOINS



COMMON PROPERTY

BASEMENT 2

SEE DIAGRAM 6 ON SHEET 10

CENTRELINE OF COLUMN
AT FACE

90° ANGLE

SHARED ZONE (CP)

COMMON PROPERTY

CORNER OF COLUMN/WALL

PROLONGATION OF FACE OF WALL

PROLONGATION OF CENTRELINE OF COLUMN

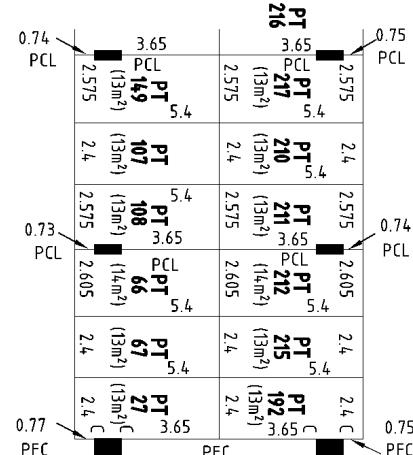
PROLONGATION OF FACE OF COLUMN

STORAGE

PT 1

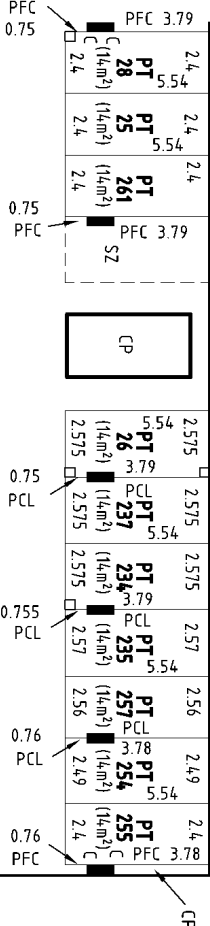
DP 1229776

ADJOINS

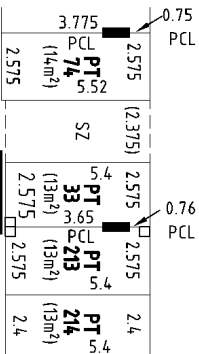


COMMON

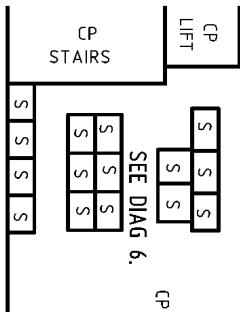
PROPERTY



SHEET 7



AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.



Surveyor: LACHLAN LEONARD HILLARD YOUNG

Registered:

Surveyors Ref: 8074

Subdivision No: SC 2645

29.1.2018

SP95296

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

N.T.S.



N.T.S.

N.T.S.



COMMON

PROPERTY

CP
STAIRS

CP

Surveyor: LACHLAN LEONARD HILLARD YOUNG

Surveyors Ref: 8074

Subdivision No: SC 2645

Lengths are in metres. Reduction Ratio 1: 200

Registered:



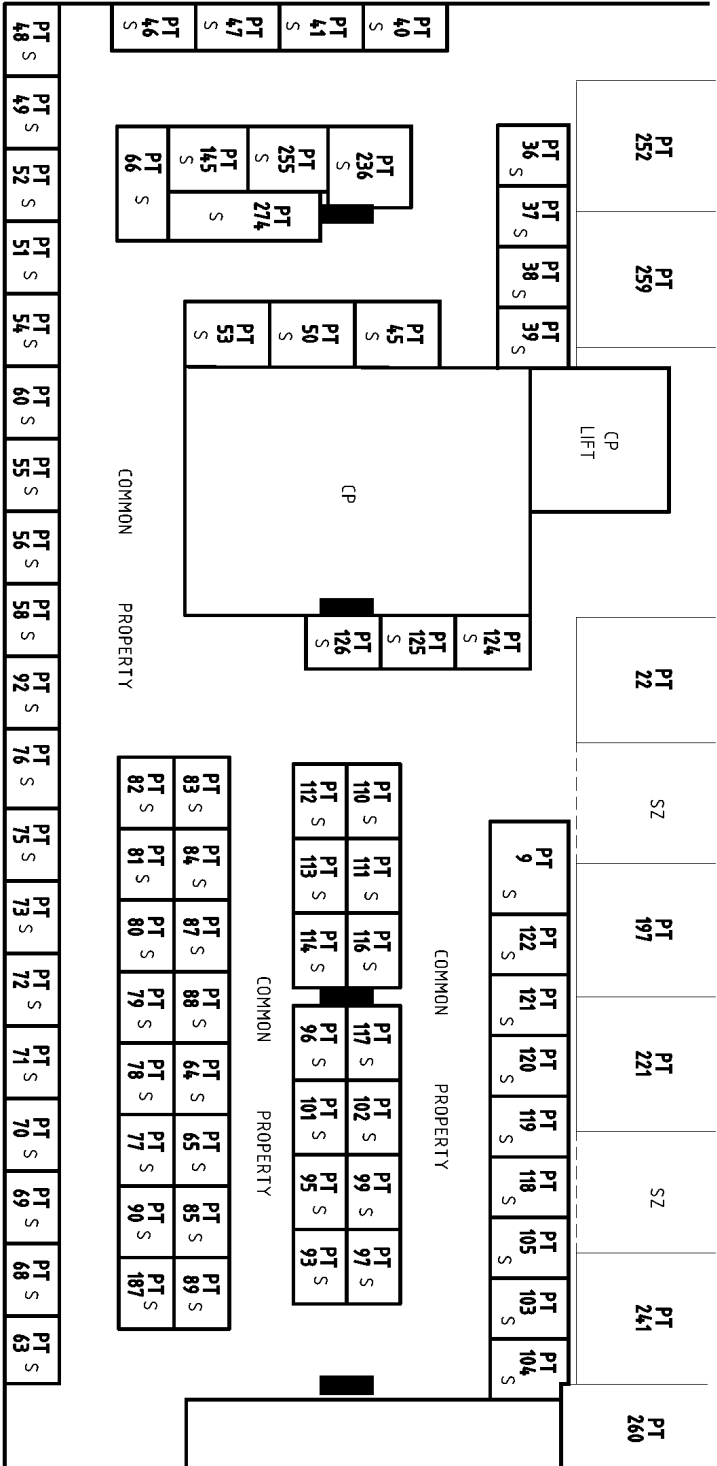
29.1.2018

SP95296

BASEMENT 2

DIAGRAM 5.

N.T.S.



THE STORAGES FOR LOTS 9, 36, 37, 38, 39, 40, 41, 46, 47, 48, 49, 51, 52, 54, 55, 56, 58, 60, 63, 64, 65, 68, 69, 70, 71, 72, 73, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 87, 88, 89, 90, 92, 93, 95, 96, 97, 99, 101, 102, 103, 104, 105, 110, 111, 112, 113, 114, 116, 117, 118, 119, 120, 121, 122, 124, 125, 126, 145, 187 AND 255 HAVE AN AREA OF 1m² EACH.

THE STORAGES FOR LOTS 45, 50, 53, 66, 236 AND 274 HAVE AN AREA OF 2m² EACH.

CP COMMON PROPERTY
SZ SHARED ZONE
S STORAGE

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

Surveyor: LACHLAN LEONARD HILLARD YOUNG

Registered:

Surveyors Ref: 8074

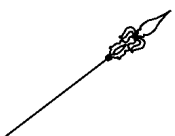
Subdivision No: SC 2645

29.1.2018

SP95296

Lengths are in metres. Reduction Ratio 1: 200

29.1.2018



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

A schematic diagram of a storage tank. The tank has a cylindrical upper section and a conical bottom. The conical bottom is labeled "CENTRELINE OF COLUMN AT FACE". The angle between the two sides of the cone is labeled "90° ANGLE". The top of the tank is labeled "S STORAGE".

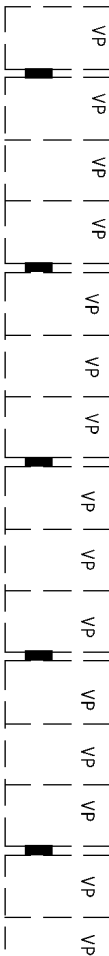
C	CORNER OF COLUMN/WALL
PCL	PROLONGATION OF CENTRELINE OF COLUMN
PFC	PROLONGATION OF FACE OF COLUMN
CP	COMMON PROPERTY
SZ	SHARED ZONE (CP)

SP95296

[illegible]

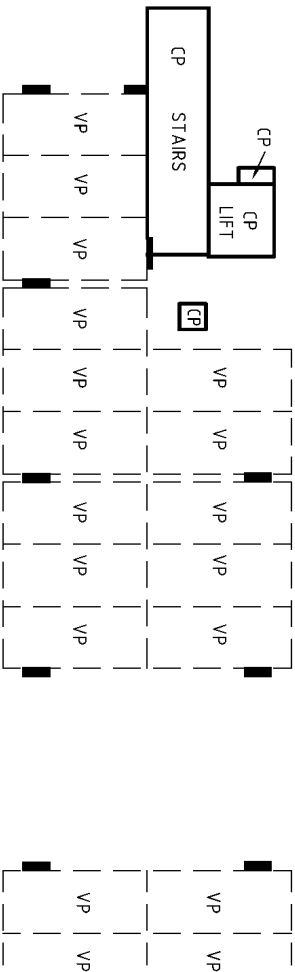
BASEMENT 1

SEE DIAGRAM 9 ON SHEET 17
SEE DIAGRAM 10 ON SHEET 16



COMMON

PROPERTY



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

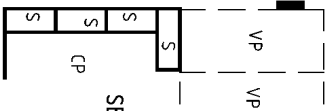
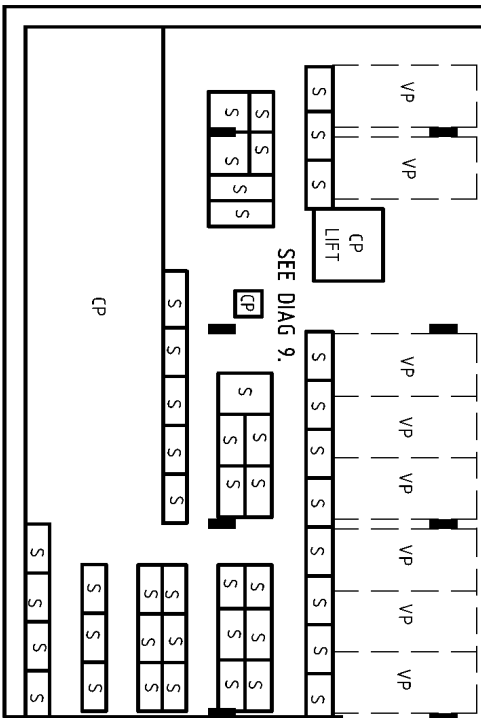
15

ADJOINS

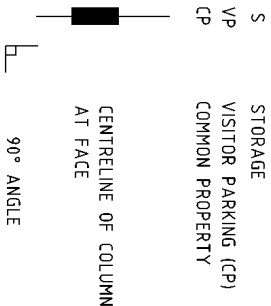
COMMON

PROPERTY

SHEET



SEE DIAG 10.



Surveyor: LACHLAN LEONARD HILLARD YOUNG
.....

Registered:

Surveyors Ref: 8074

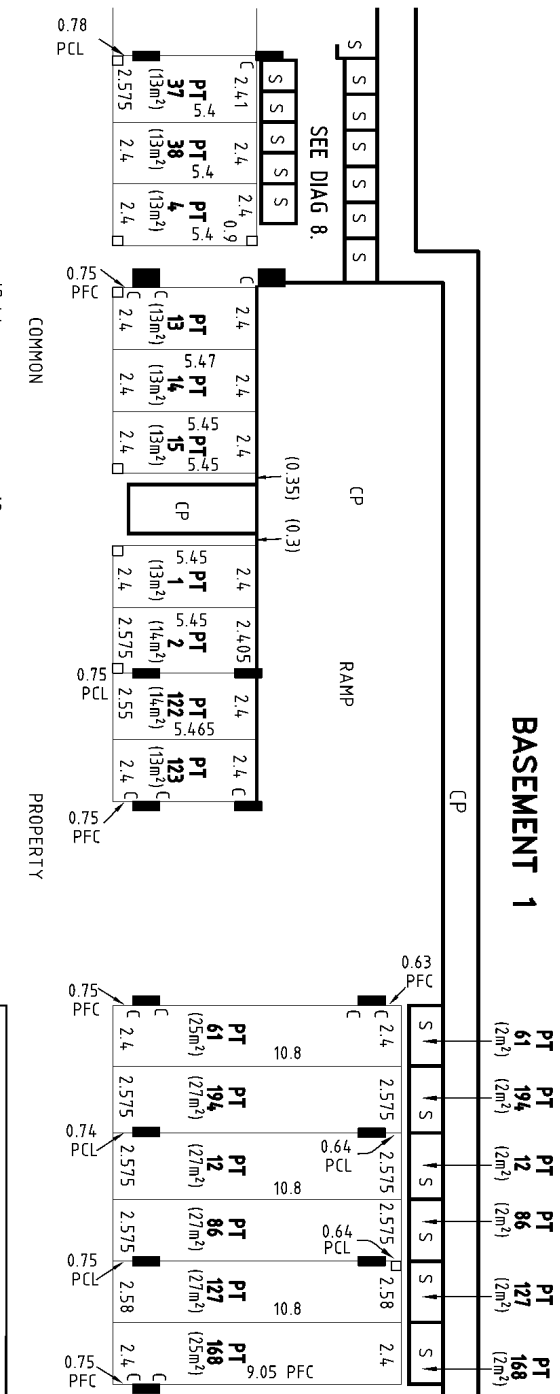
Subdivision No: SC 2645

Lengths are in metres. Reduction Ratio 1 : 200

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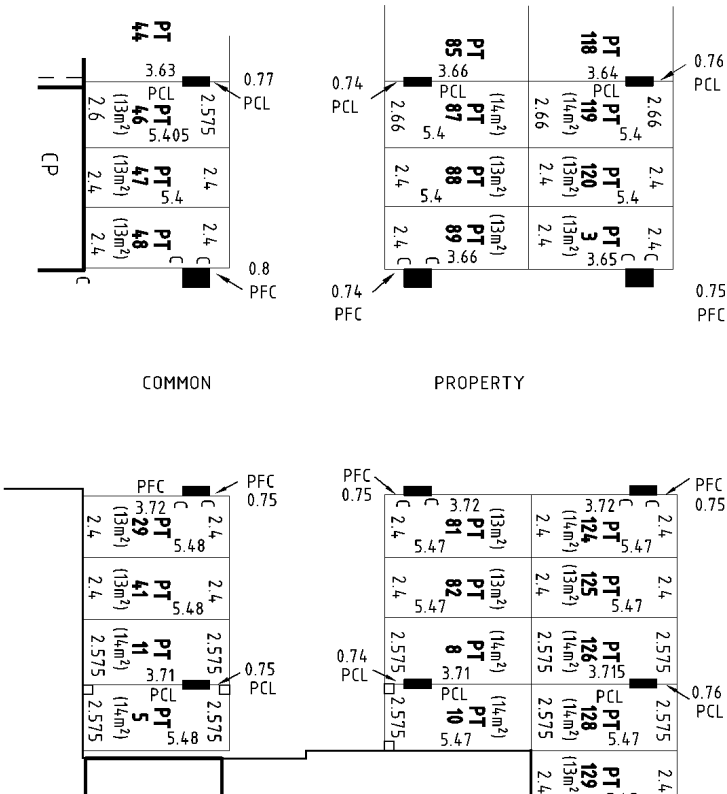
BASEMENT 1

SEE DIAGRAM 8 ON SHEET 16



DP 1229776

SHEET 12 ADJOINS



CENTRELINE OF COLUMN
AT FACE

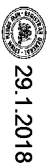
90° ANGLE

C CORNER OF COLUMN/WALL
PCL PROLONGATION OF CENTRELINE OF COLUMN
PFC PROLONGATION OF FACE OF COLUMN
CP COMMON PROPERTY
S STORAGE

AREAS ARE APPROXIMATE ONLY AND ARE
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SCHEMES DEVELOPMENT ACT 2015, ONLY.

SHEET 15 ADJOINS

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Surveyors Ref: 8074
Subdivision No: SC 2645



Registered:
29.1.2018

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Lengths are in metres. Reduction Ratio 1: 200

SHEET

12

ADJOINS

PT	PT	PT	PT	PT	PT	PT	PT
265	247	245	42	43	44	46	47
							48

SHEET

14

ADJOINS

PT	PT	PT	PT
29	41	11	5

BASEMENT 1

SEE DIAGRAM 10 ON SHEET 16

PT 1

COMMON

PROPERTY

DP 1229776

ADJOINS

12

SHEET

2.4	2.4	2.575	2.575	2.4	2.4
PT 267 (25m ²)	PT 270 (25m ²)	PT 274 (27m ²)	PT 277 (27m ²)	PT 236 (25m ²)	PT 256 (25m ²)
10.8	10.8	2.575	10.8	10.8	2.4
2.4	2.4	2.575	2.4	2.4	2.4

0.46 PCL

0.46 PFC

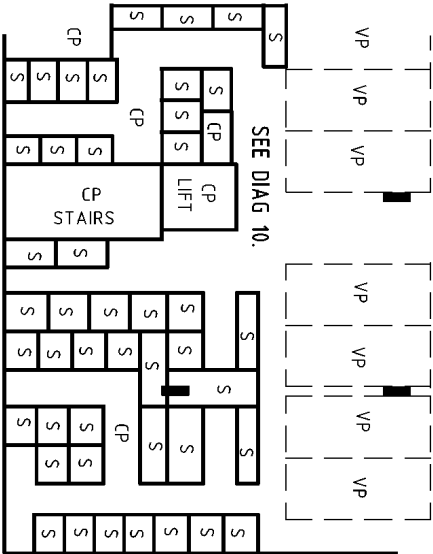
COMMON

PROPERTY

- S STORAGE
 - C CORNER OF COLUMN/WALL
 - PCL PROLONGATION OF CENTRELNE OF COLUMN
 - PFC PROLONGATION OF FACE OF COLUMN
 - VP VISITOR PARKING (CP)
 - CP COMMON PROPERTY
- CENTRELNE OF COLUMN AT FACE
- 90° ANGLE

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

SEE DIAG 10.



Surveyor: LACHLAN LEONARD HILLARD YOUNG

Surveyors Ref: 8074

Subdivision No: SC 2645

Lengths are in metres. Reduction Ratio 1: 200

Registered:

29.1.2018

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DIAGRAM 8.

N.T.S.

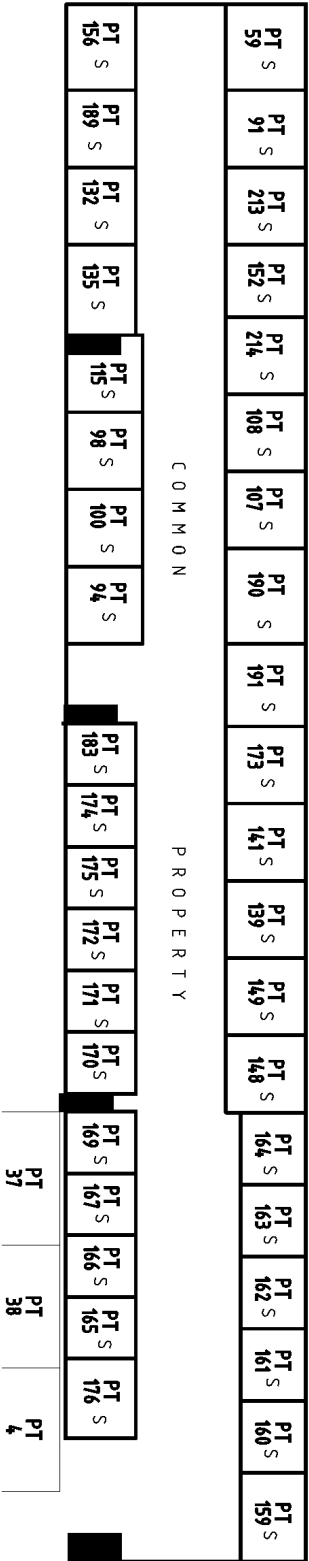
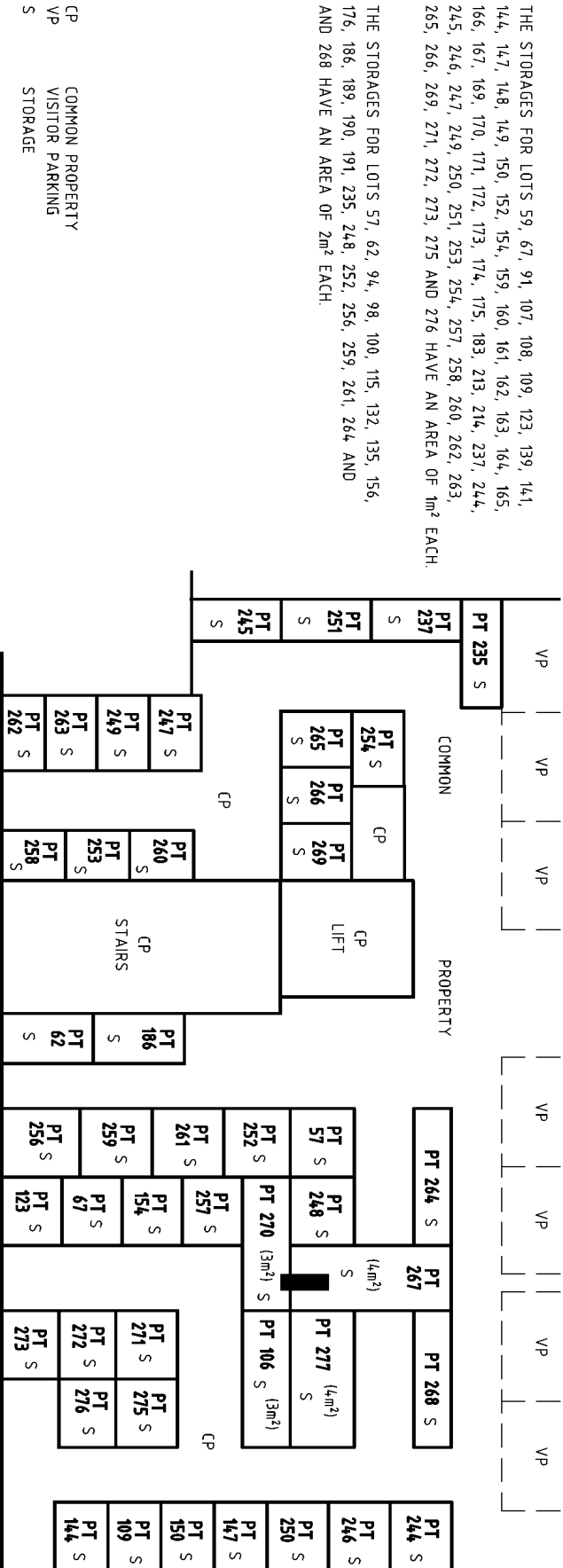


DIAGRAM 10.

N.T.S.



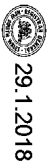
AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

CP COMMON PROPERTY
VP VISITOR PARKING
S STORAGE

THE STORAGES FOR LOTS 59, 67, 91, 107, 108, 109, 123, 139, 141, 144, 147, 148, 149, 150, 152, 154, 159, 160, 161, 162, 163, 164, 165, 166, 167, 169, 170, 171, 172, 173, 174, 175, 183, 213, 214, 237, 244, 245, 246, 247, 249, 250, 251, 253, 254, 257, 258, 260, 262, 263, 265, 266, 269, 271, 272, 273, 275 AND 276 HAVE AN AREA OF 1m² EACH.

THE STORAGES FOR LOTS 57, 62, 94, 98, 100, 115, 132, 135, 156, 176, 186, 189, 190, 191, 235, 248, 252, 256, 259, 261, 264 AND 268 HAVE AN AREA OF 2m² EACH.

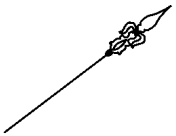
Surveyor: LACHLAN LEONARD HILLARD YOUNG
Surveyors Ref: 8074
Subdivision No: SC 2645



Registered:

29.1.2018

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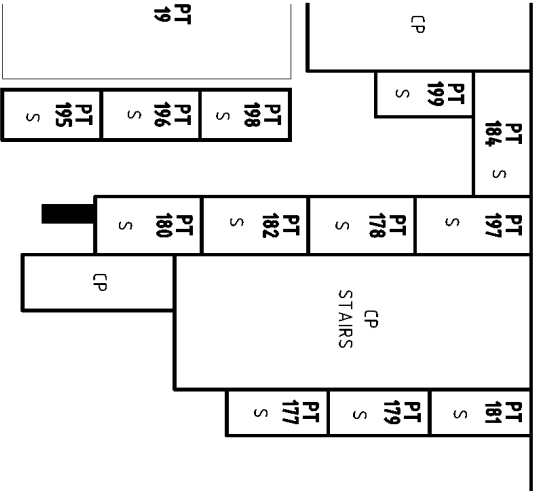


AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

CP COMMON PROPERTY
VP VISITOR PARKING
S STORAGE

DIAGRAM 7.

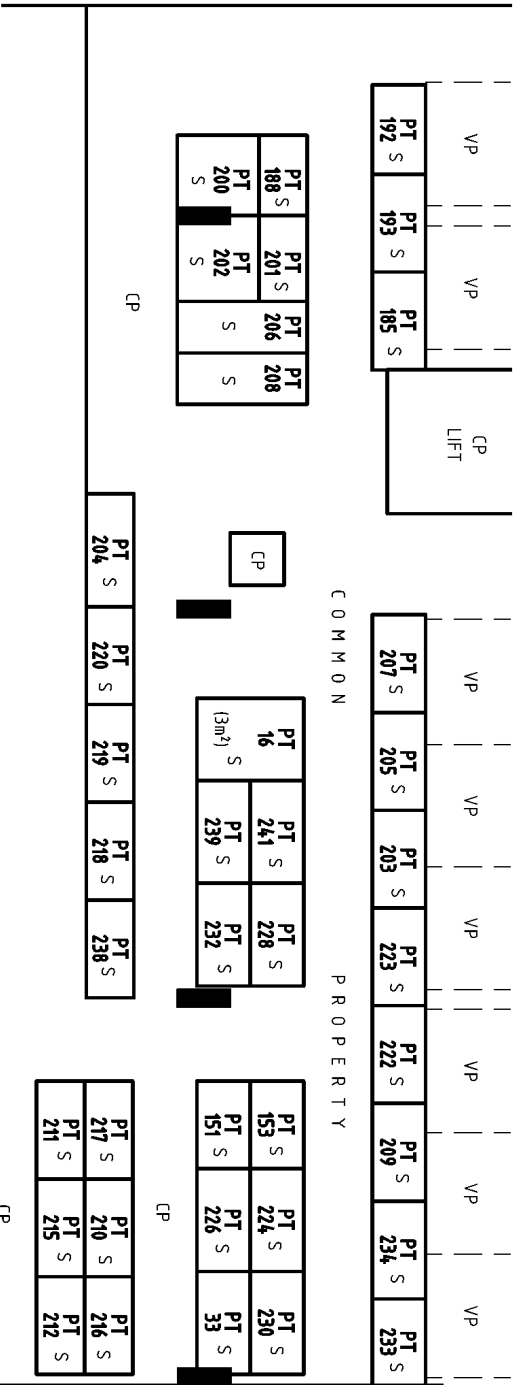
N.T.S.



BASEMENT 1

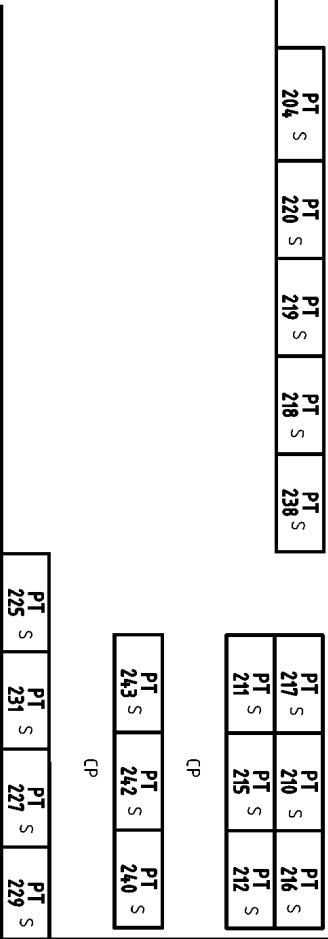
DIAGRAM 9.

N.T.S.

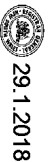


THE STORAGES FOR LOTS 151, 153, 177, 179, 181, 185, 188, 192, 193, 195, 196, 198, 199, 201, 203, 204, 205, 207, 209, 210, 211, 212, 215, 216, 217, 218, 219, 220, 222, 223, 225, 227, 229, 231, 233, 234, 238, 240, 242 AND 243 HAVE AN AREA OF 1m² EACH.

THE STORAGES FOR LOTS 33, 178, 180, 182, 184, 197, 200, 202, 206, 208, 224, 226, 228, 230, 232, 239 AND 241 HAVE AN AREA OF 2m² EACH.



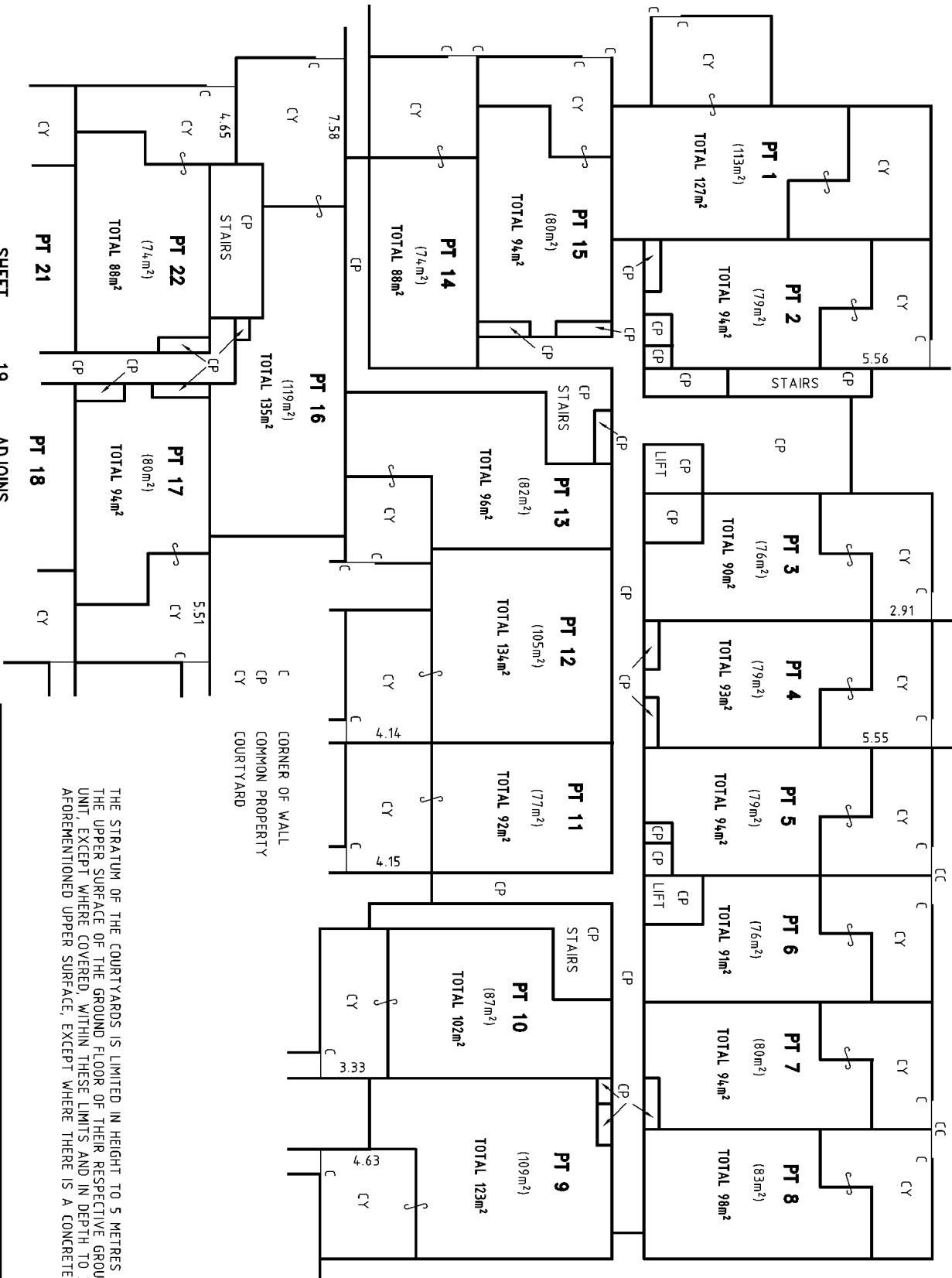
Surveyor: LACHLAN LEONARD HILLARD YOUNG
Surveyors Ref: 8074
Subdivision No: SC 2645



SP95296

Lengths are in metres. Reduction Ratio 1: 200

GROUND LEVEL



THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 5 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT, EXCEPT WHERE COVERED, WITHIN THESE LIMITS AND IN DEPTH TO 3 METRES BELOW THE AFOREMENTIONED UPPER SURFACE, EXCEPT WHERE THERE IS A CONCRETE BASE.

SHEET 19 ADJOINS

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

Surveyor: LACHLAN LEONARD HILLARD YOUNG

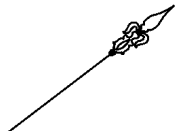
Surveyors Ref: 8074

Subdivision No: SC 2645

Registered:

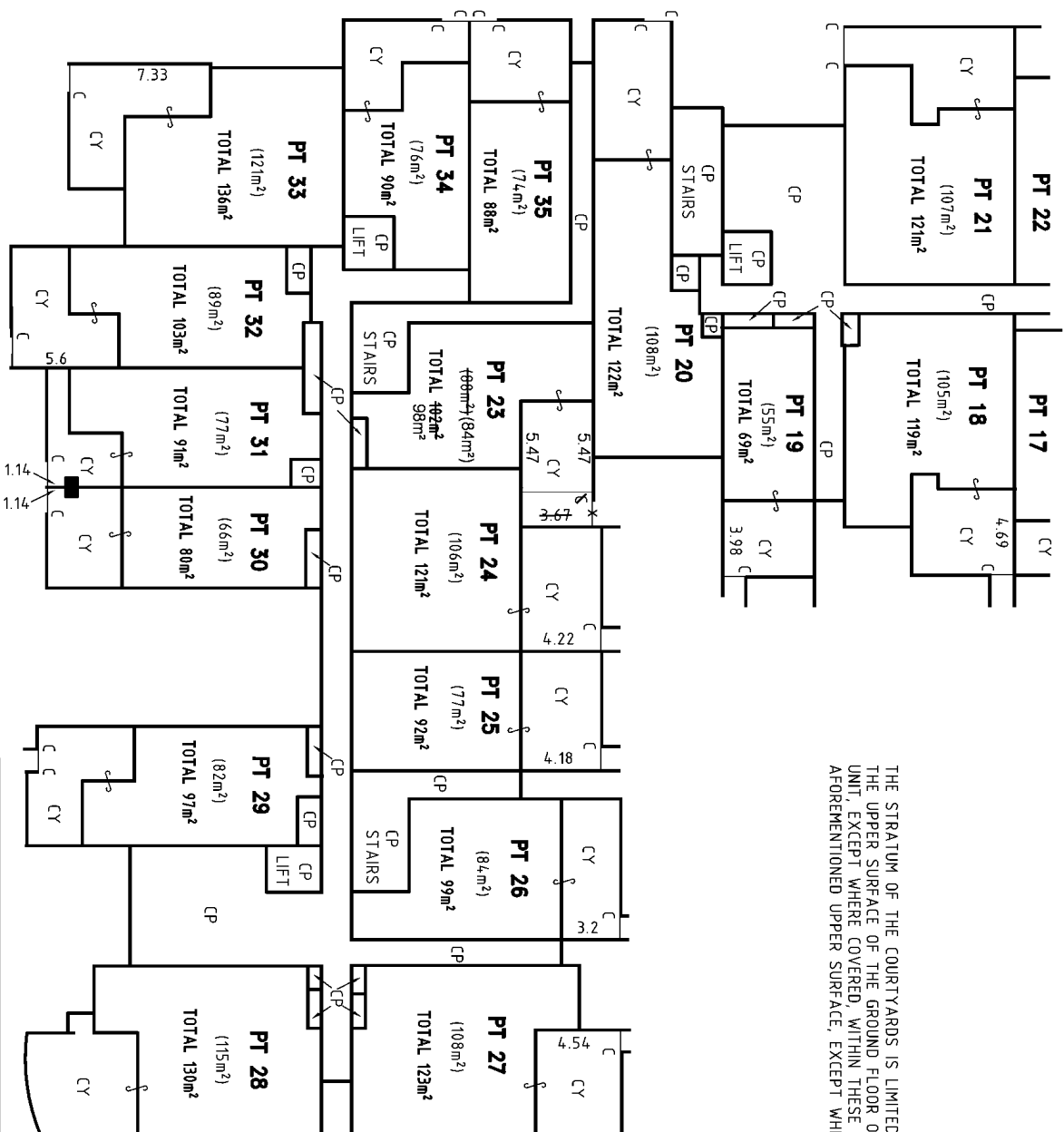
29.1.2018

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SHEET 18 ADJOINS

GROUND LEVEL



THE STRUTUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 5 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT, EXCEPT WHERE COVERED WITHIN THESE LIMITS AND IN DEPTH TO 3 METRES BELOW THE AFOREMENTIONED UPPER SURFACE, EXCEPT WHERE THERE IS A CONCRETE BASE.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

C	CORNER OF WALL
CP	COMMON PROPERTY
CY	COURTYARD

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Surveyors Ref: 8074.....

Subdivision No: SC 2645

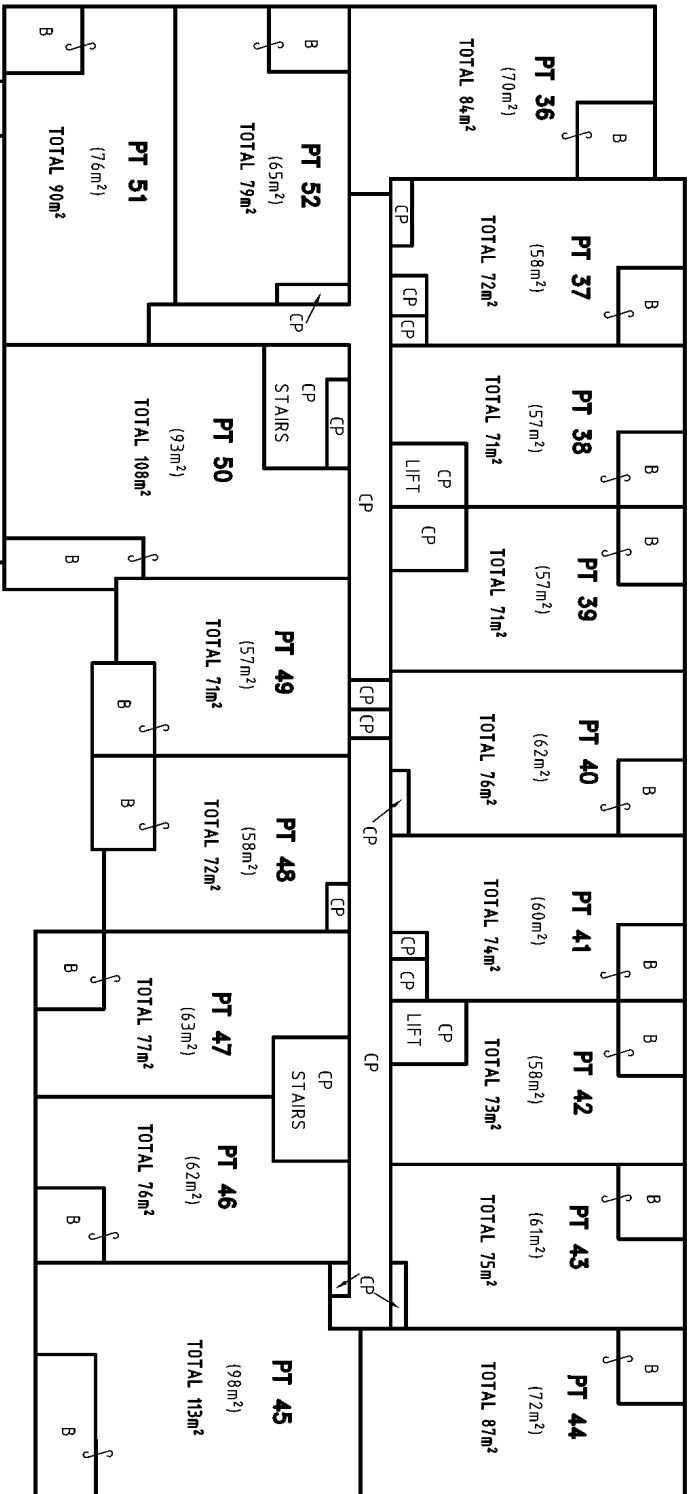
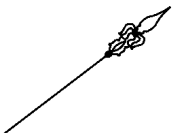
Lengths are in metres. Reduction Ratio 1: 250

Registered:

29.1.2018

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LEVEL 1



B BALCONY
CP COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.

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

SHEET 21 ADJOINS

Surveyor: LACHLAN LEONARD HILLARD YOUNG

Registered:

Surveyors Ref: 8074

Subdivision No: SC 2645

29.1.2018

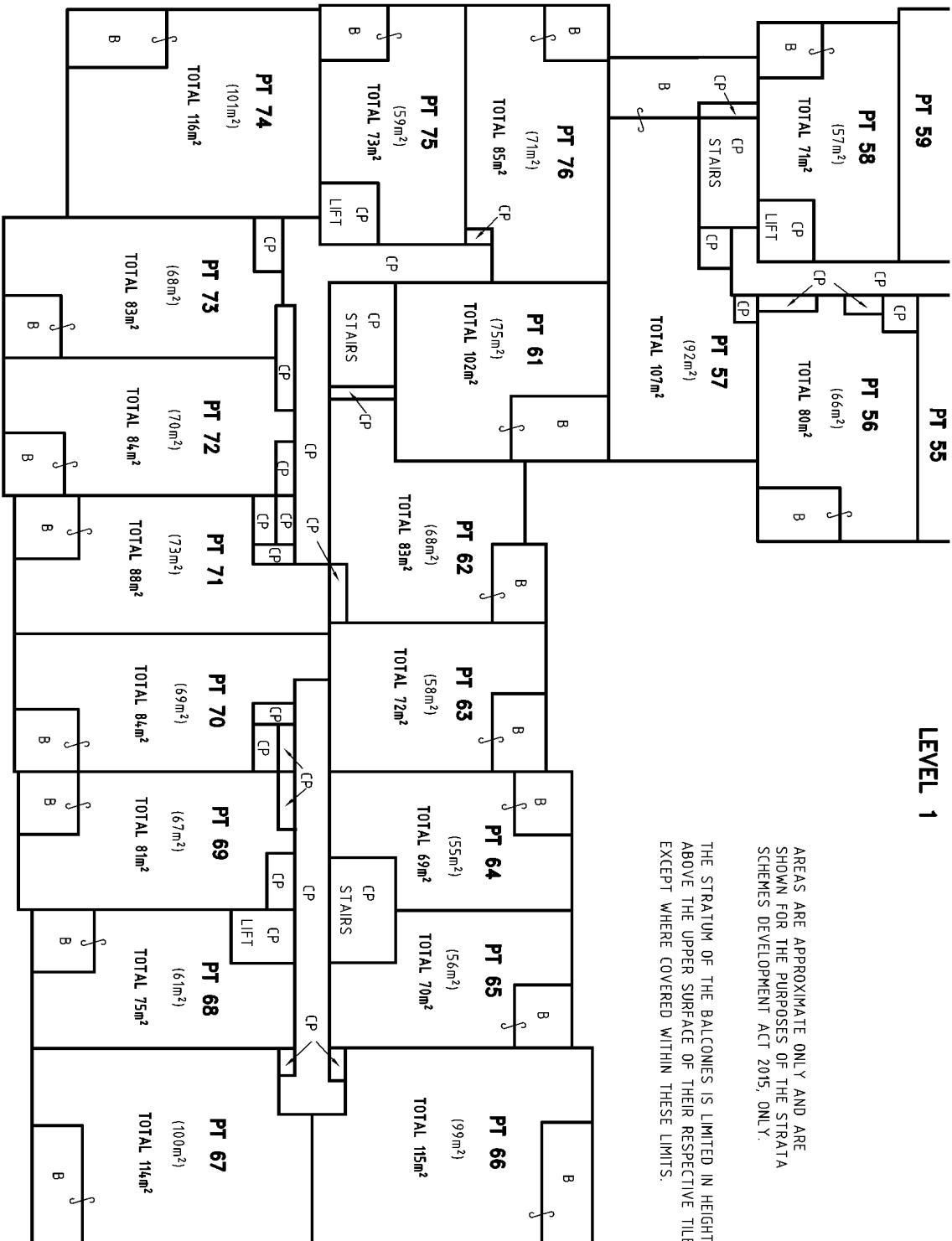
SP95296

SHEET 20 ADJOINS

LEVEL 1

AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.



B BALCONY
CP COMMON PROPERTY

Surveyor: LACHLAN LEONARD HILLARD YOUNG

Registered:

Surveyors Ref: 8074

Subdivision No: SC 2645

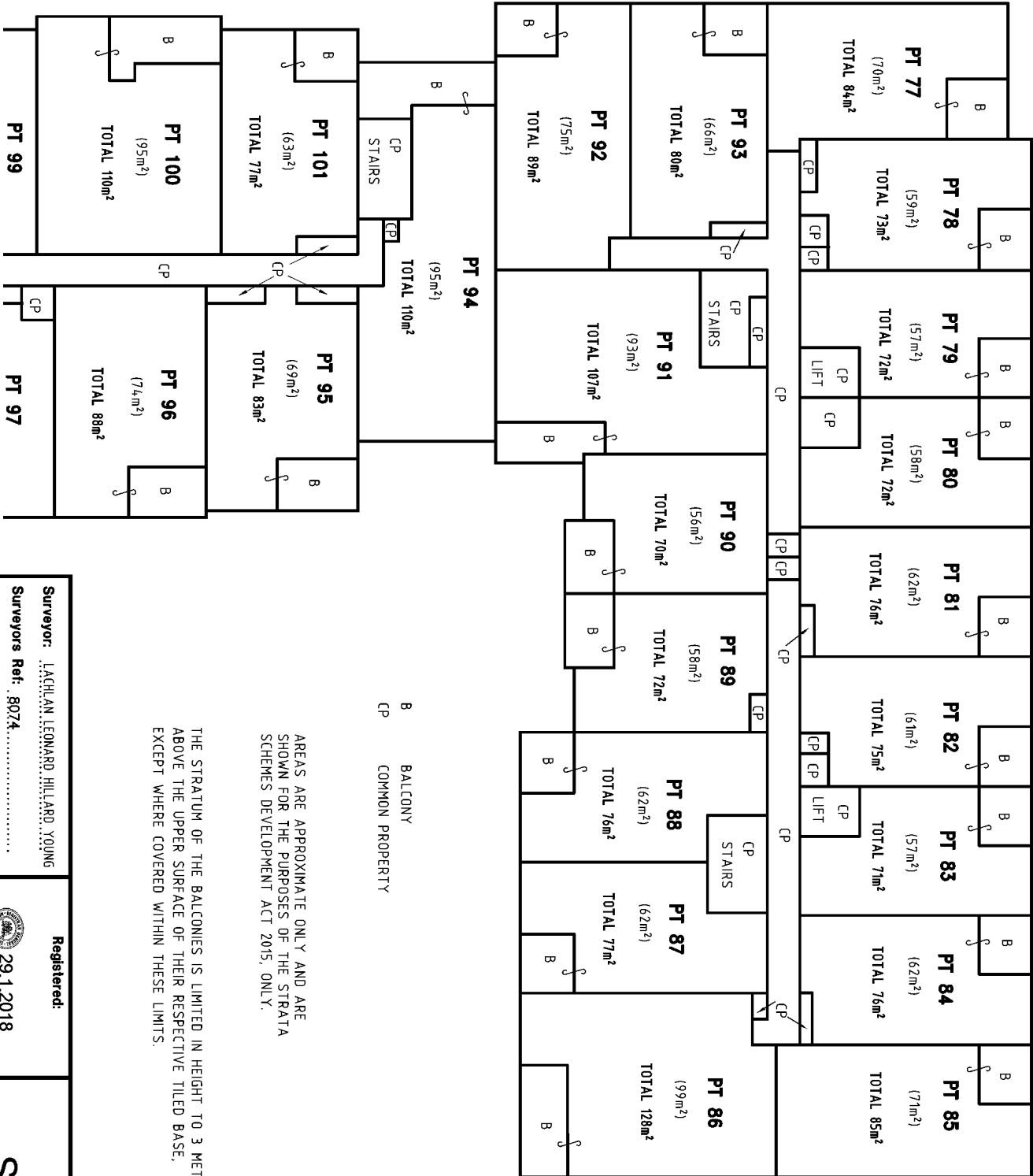
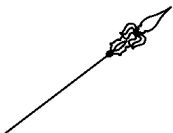
29.1.2018

Lengths are in metres. Reduction Ratio 1: 200

SP95296

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

LEVEL 2



B BALCONY
CP COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.

Surveyor: LACHLAN LEONARD HILLARD YOUNG

Registered:

Surveyors Ref: 8074

Subdivision No: SC 2645



29.1.2018

SP95296

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

SHEET

23

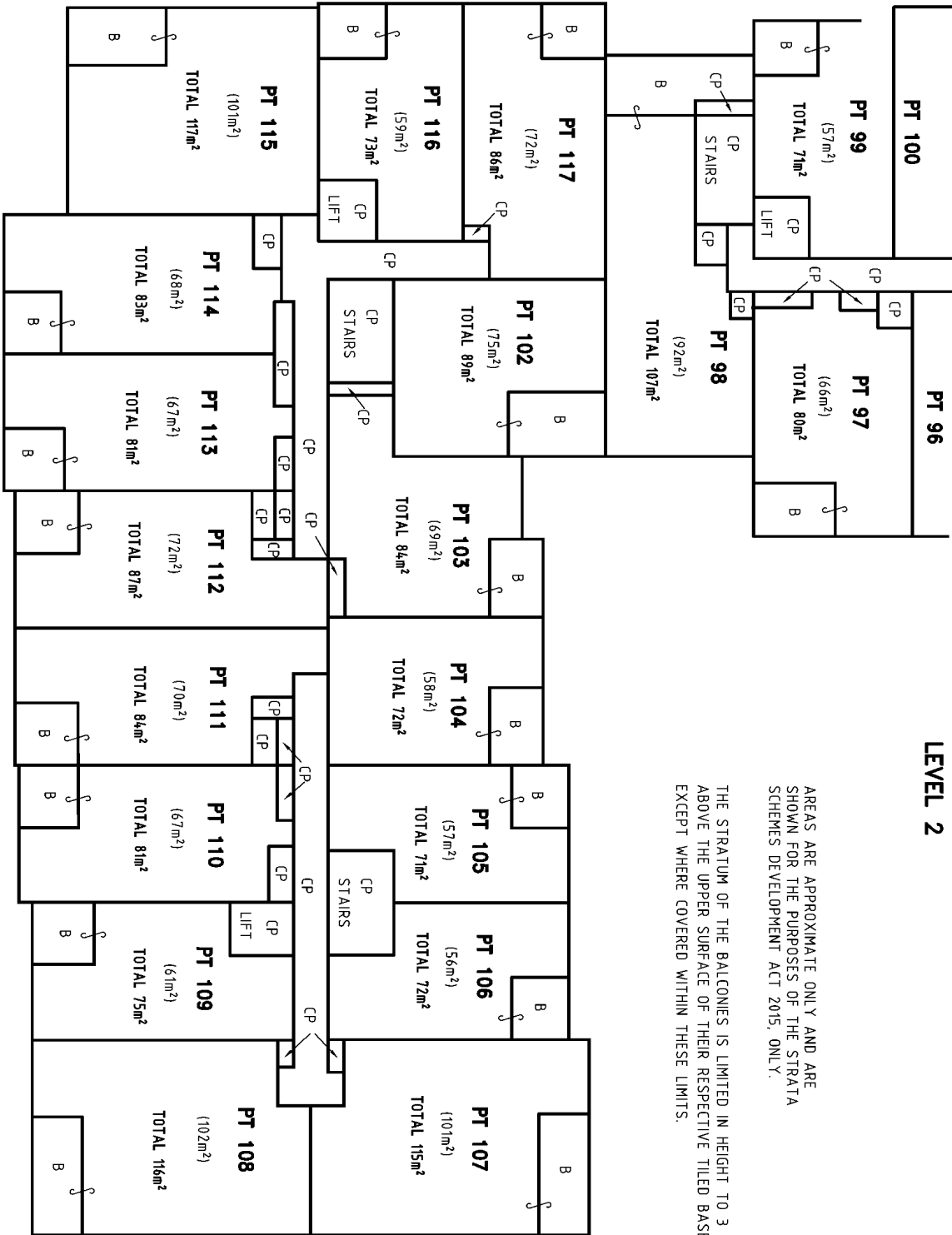
ADJOINS

SHEET 22 ADJOINS

LEVEL 2

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.



B BALCONY
CP COMMON PROPERTY

Surveyor: LACHLAN LEONARD HILLARD YOUNG

Surveyors Ref: 8074

Subdivision No: SC 2645

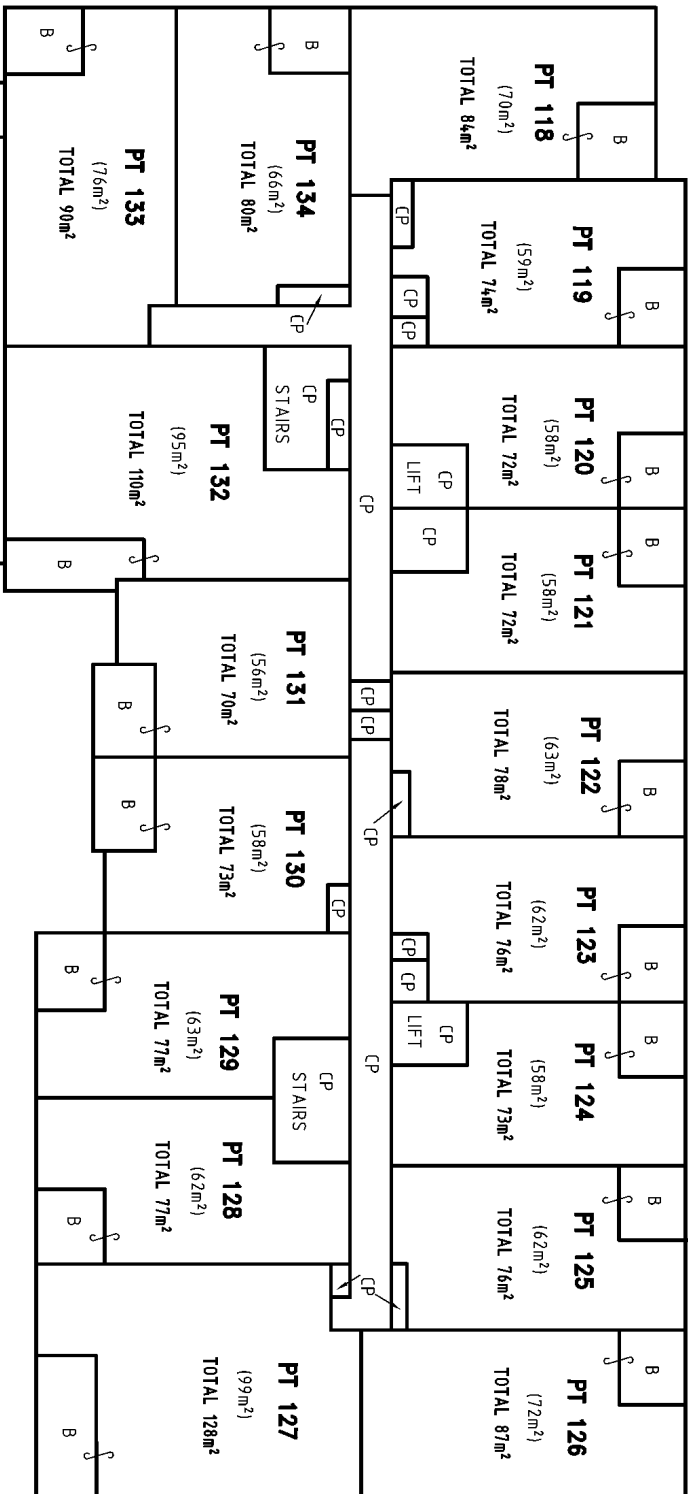
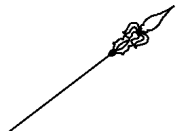
Lengths are in metres. Reduction Ratio 1: 200

Registered:

29.1.2018

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LEVEL 3



B BALCONY
CP COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.

SHEET 25 ADJOINS

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

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Registered:

Surveyors Ref: 8074

Subdivision No: SC 2645

Lengths are in metres. Reduction Ratio 1: 200



29.1.2018

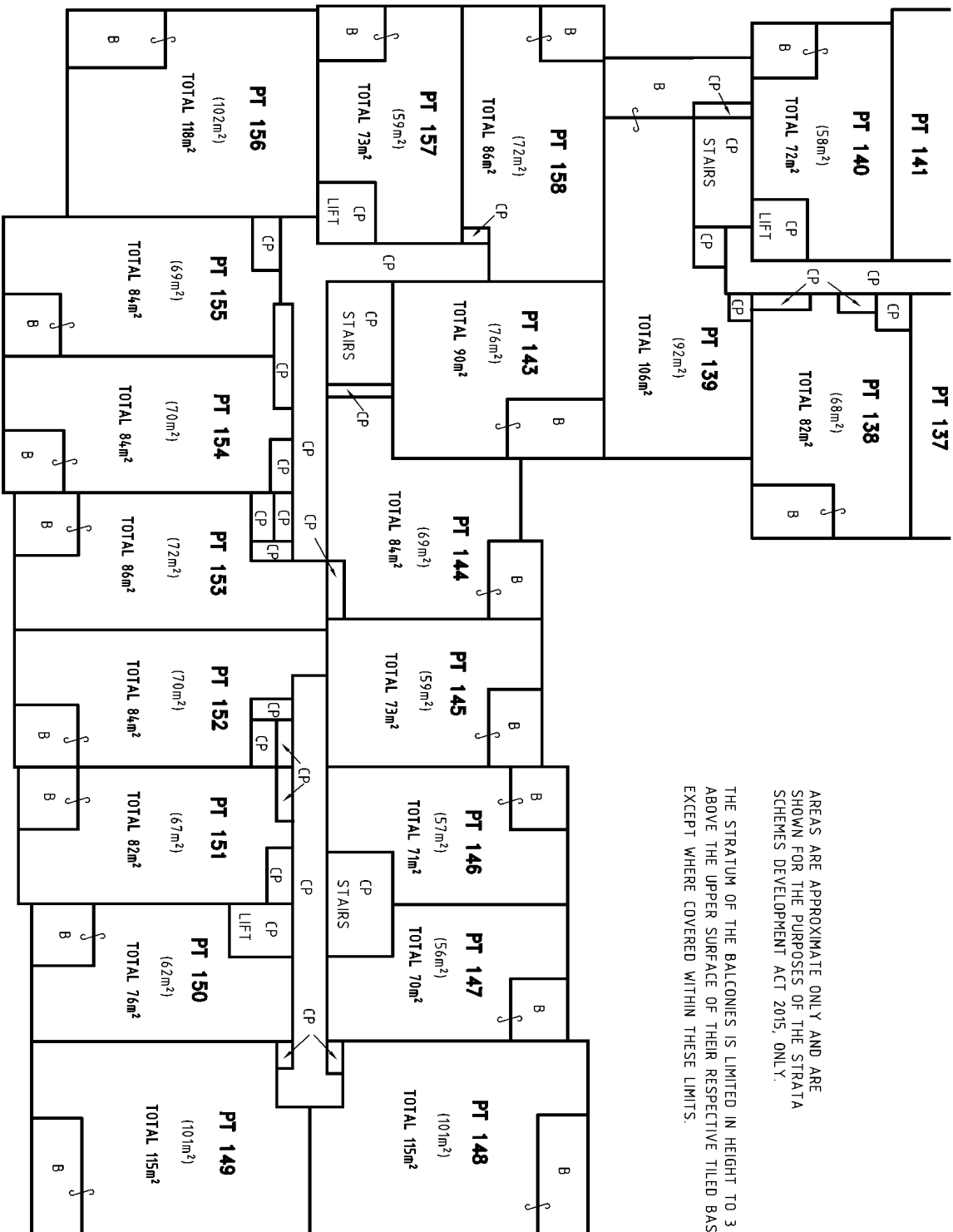
SP95296

SHEET 24 ADJOINS

LEVEL 3

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.



Surveyor: LACHLAN LEONARD HILLARD YOUNG

Registered:

Surveyors Ref: 8074

Subdivision No: SC 2645

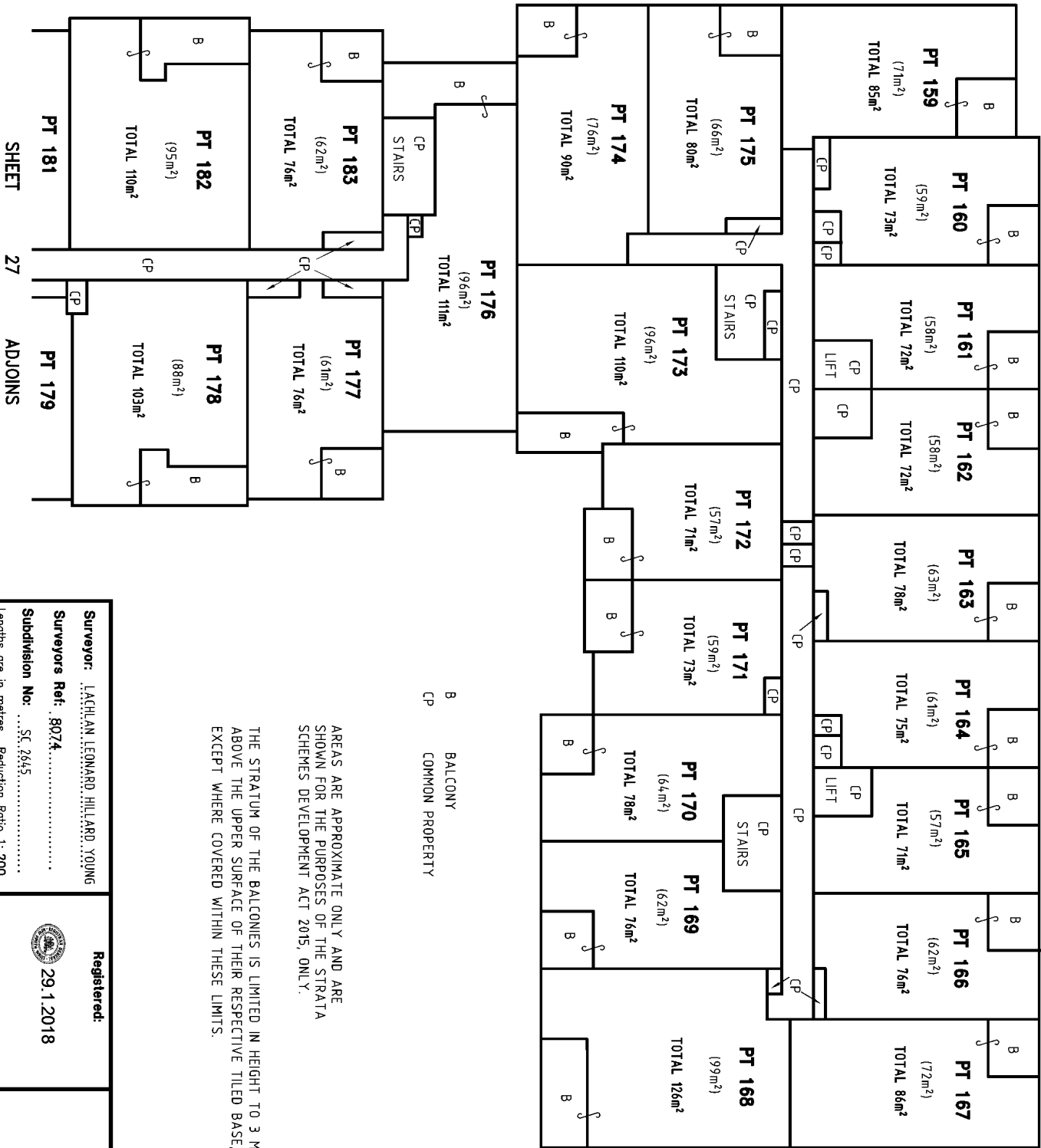
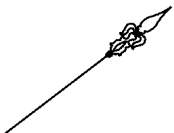
Lengths are in metres. Reduction Ratio 1: 200

29.1.2018

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

LEVEL 4

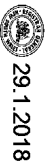


B BALCONY
CP COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

Surveyor: LACHLAN LEONARD HILLARD YOUNG
Surveyors Ref: 8074
Subdivision No: SC 2645



Registered:
29.1.2018

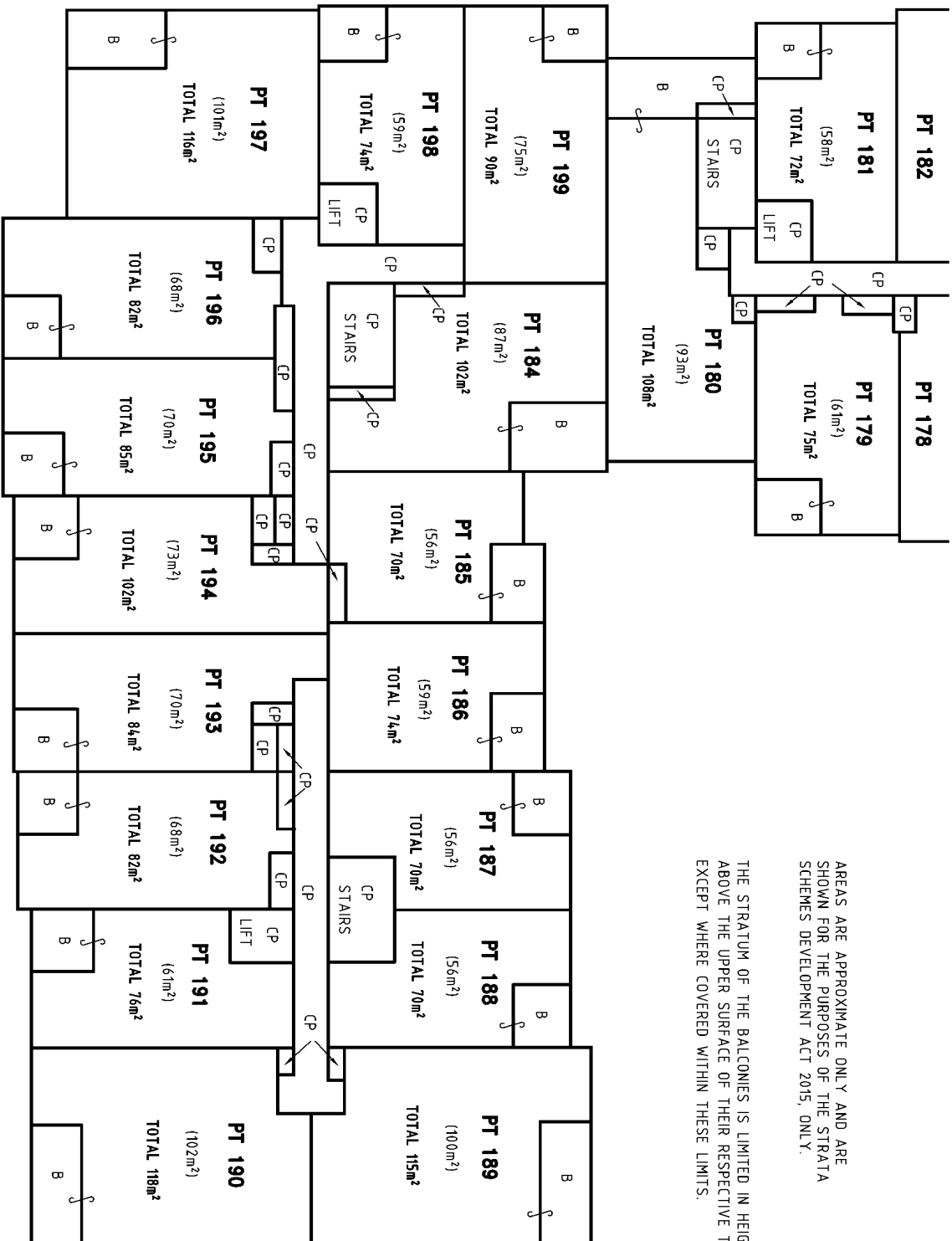
SP95296

SHEET 26 ADJOINS

LEVEL 4

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.



B BALCONY
CP COMMON PROPERTY

Surveyor: LACHLAN LEONARD HILLARD YOUNG

Registered:

Surveyors Ref: 8074

Subdivision No: SC 2645

Lengths are in metres. Reduction Ratio 1: 200

29.1.2018

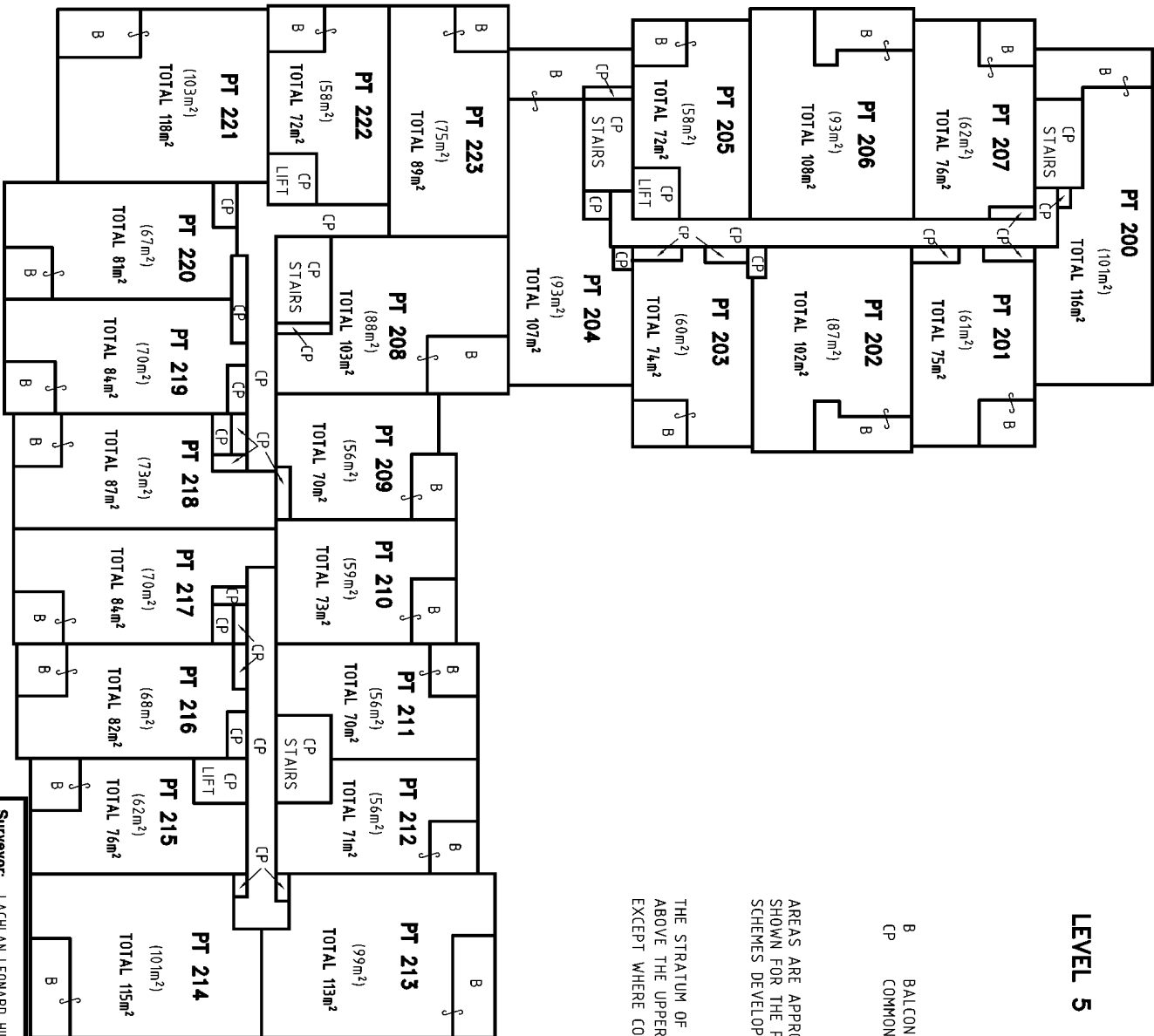
SP95296

LEVEL 5

B BALCONY
CP COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.



Surveyor: LACHLAN LEONARD HILLARD, YOUNG

Registered:

Surveyors Ref: 8074

Subdivision No: SC 2645

Lengths are in metres. Reduction Ratio 1: 250



29.1.2018

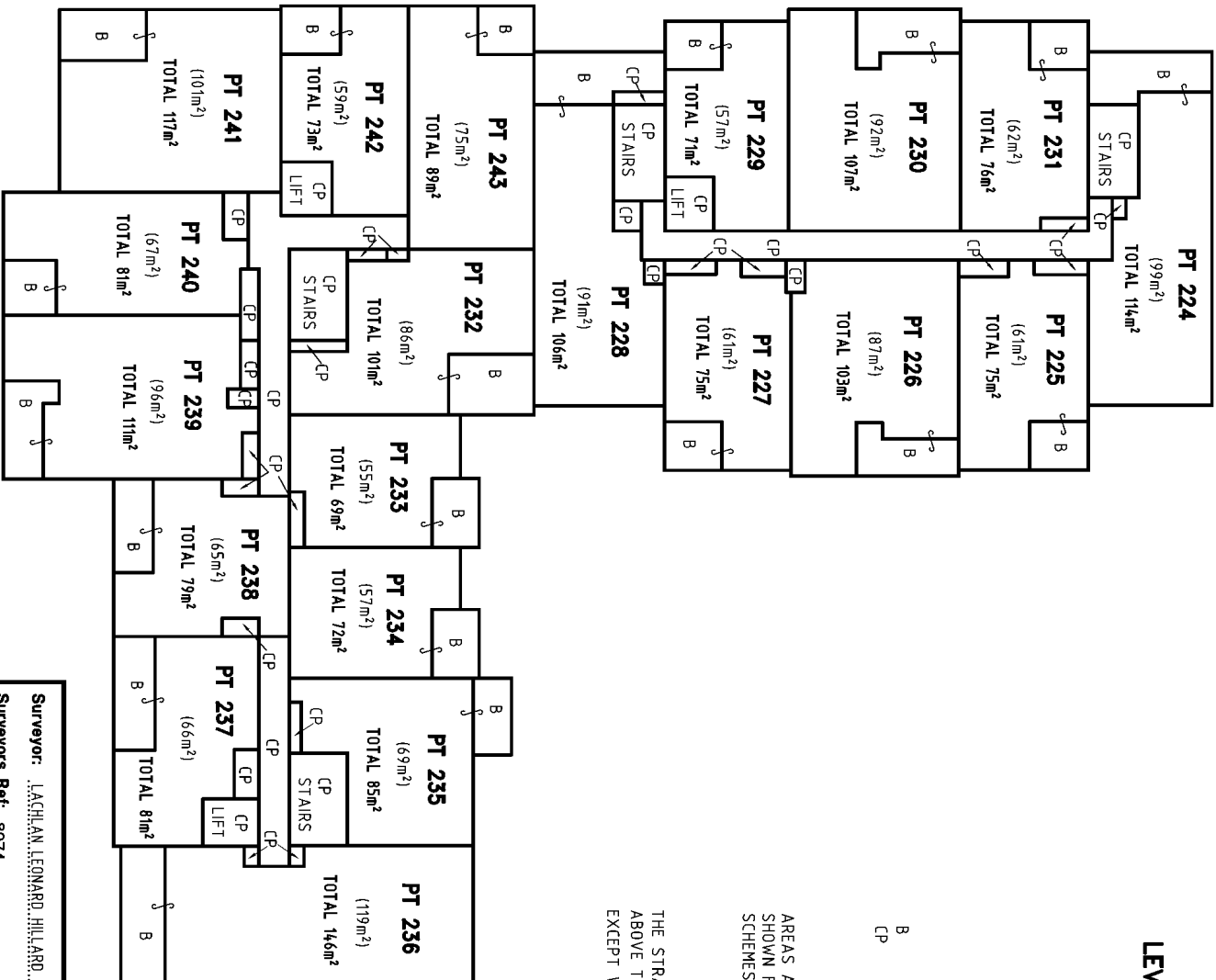
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LEVEL 6

B BALCONY
CP COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE
SHOWN FOR THE PURPOSES OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.



Surveyor: LACHLAN LEONARD HILLARD, YOUNG

Surveyors Ref: 8074

Subdivision No: SC 2645

Lengths are in metres. Reduction Ratio 1: 250

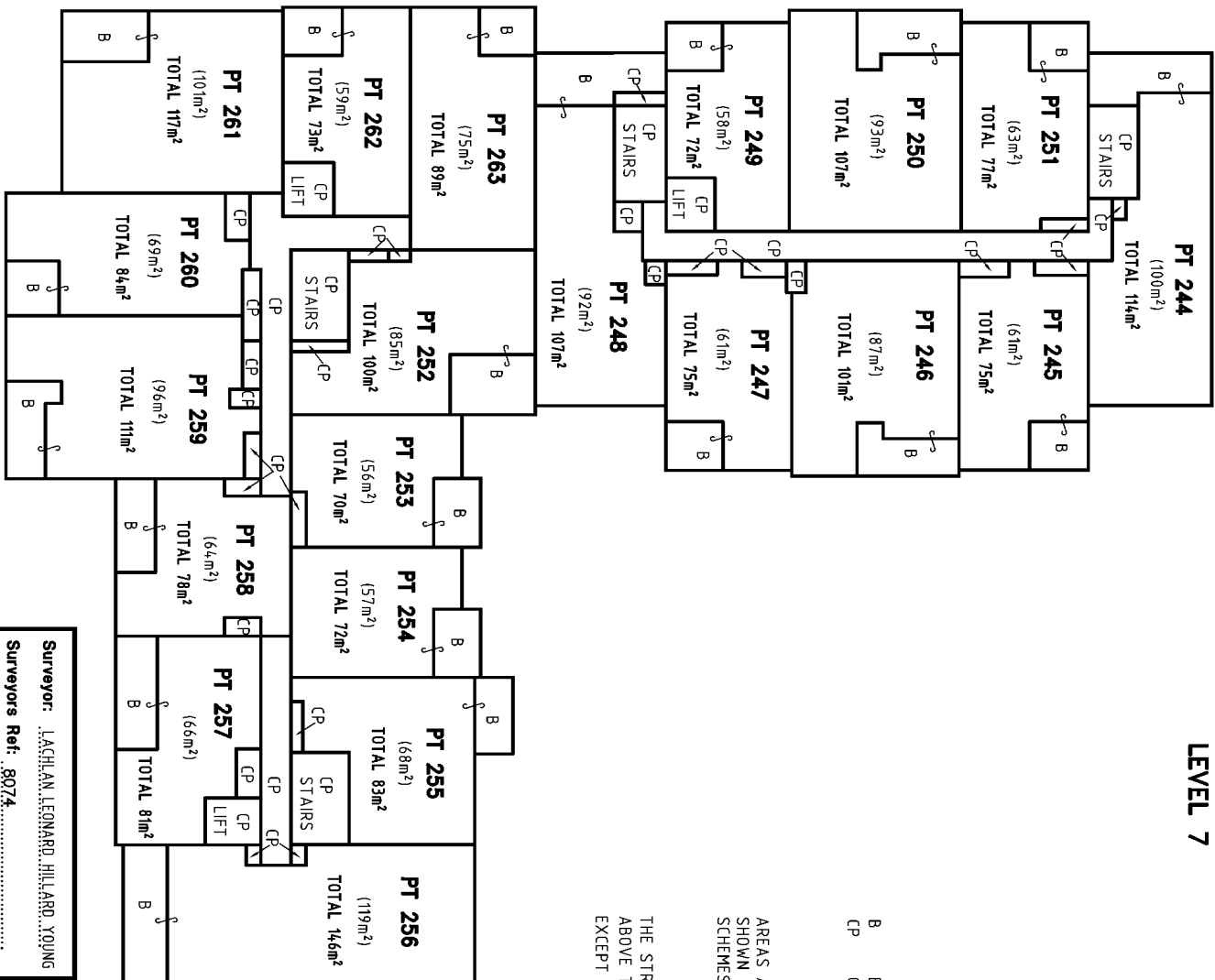
Registered:



29.1.2018

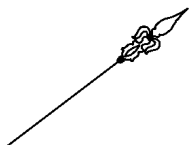
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LEVEL 7



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.



Surveyor: LACHLAN LEONARD HILLARD, YOUNG

Surveyors Ref: 8074

Subdivision No: SC 2645

Lengths are in metres. Reduction Ratio 1: 250

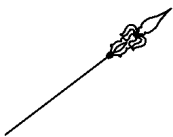
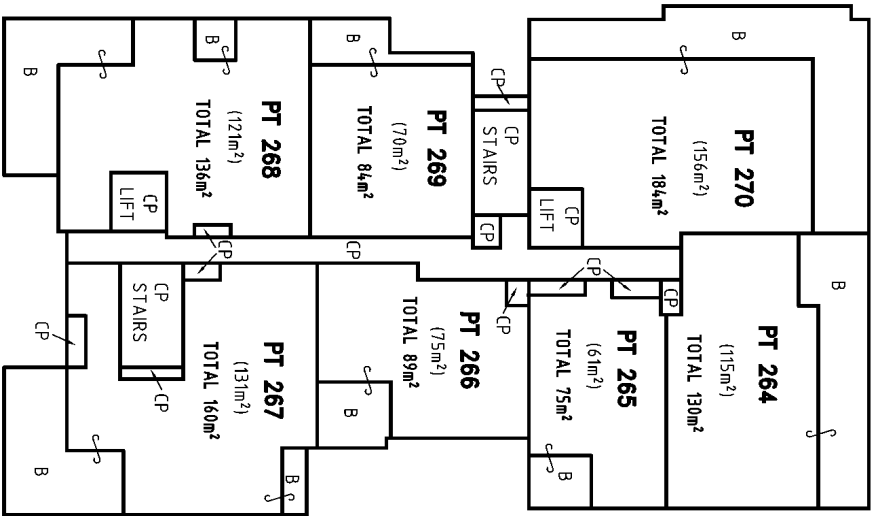
Registered:



29.1.2018

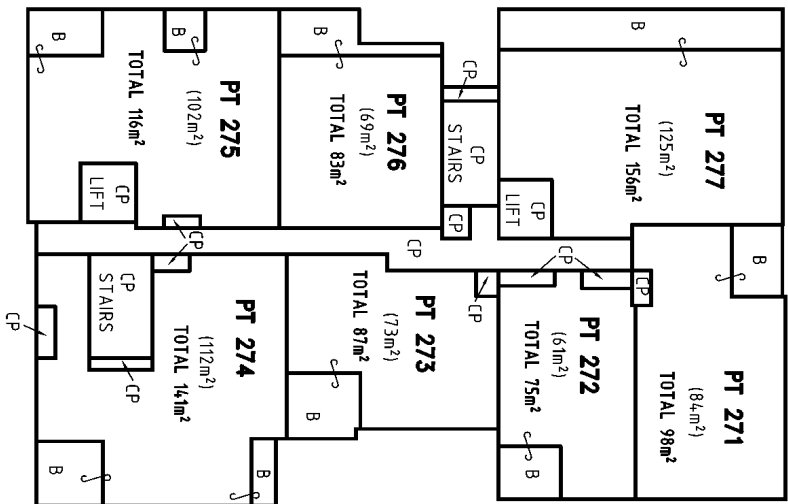
SP95296

LEVEL 8



B BALCONY
CP COMMON PROPERTY

LEVEL 9



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

Surveyor: LACHLAN LEONARD HILLARD, YOUNG

Surveyors Ref: 8074

Subdivision No: SC 2645

Lengths are in metres. Reduction Ratio 1: 250

Registered:

29.1.2018

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SP FORM 3.01

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Office Use Only

Registered:



29.1.2018

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PLAN OF SUBDIVISION OF:
LOT 2 IN DP 1229776

LGA: RYDE
Locality: RYDE
Parish: HUNTERS HILL
County: CUMBERLAND

This is a *FREEHOLD/*LEASEHOLD Strata Scheme

Address for Service of Documents

16 CONSTITUTION ROAD
RYDE 2112

Provide an Australian postal address including a postcode

The by-laws adopted for the scheme are:

* Model By laws for residential strata schemes together with:

~~Keeping of animals: Option *A/*B~~

~~Smoke penetration: Option *A/*B~~

~~(see Schedule 3 Strata Schemes Management Regulation 2016)~~

* The strata by-laws lodged with the plan.

Surveyor's Certificate

I LACHLAN LEONARD HILLARD YOUNG

RAMSAY SURVEYORS PTY LTD
of PO BOX 9082 HARRIS PARK 2150

being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

* ~~The building encroaches on:~~

* ~~(a) a public place~~

* ~~(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^~~

Signature: _____

Date: _____

10-11-2017

Surveyor ID: 8676

Surveyor's Reference: 8074

^ Insert the Deposited Plan number or Dealing number of the instrument that created the easement

Strata Certificate (Accredited Certifier)

I GORDON WREN being an Accredited Certifier, accreditation number BPB0447, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015*.

* ~~(a) This plan is part of a development scheme.~~

* ~~(b) The building encroaches on a public place and in accordance with section 62(3) *Strata Schemes Development Act 2015* the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.~~

* ~~(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 *Strata Schemes Development Act 2015*.~~

Certificate Reference: SC 2645

Relevant Planning Approval No: CDC 945

issued by: GORDON WREN

Signature: _____

Date: _____

14 NOVEMBER 2017

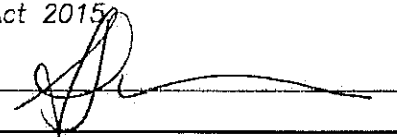
^ Insert lot numbers of proposed utility lots.

ePlan

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:  29.1.2018		SP95296

VALUER'S CERTIFICATE

I, Anastasia Spiropoulos being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*.

Signature:  Date: 3.11.2017.

~~PROPOSED~~ SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	34	30	27	59	40
2	33	31	33	60	33
3	33	32	33	61	33
4	33	33	41	62	33
5	33	34	32	63	32
6	32	35	27	64	32
7	33	36	34	65	32
8	33	37	33	66	41
9	41	38	32	67	41
10	33	39	32	68	32
11	32	40	33	69	33
12	40	41	33	70	33
13	33	42	32	71	34
14	27	43	33	72	34
15	32	44	34	73	33
16	41	45	41	74	41
17	33	46	32	75	32
18	41	47	32	76	34
19	26	48	32	77	34
20	40	49	32	78	34
21	41	50	40	79	32
22	32	51	34	80	32
23	34	52	34	81	34
24	40	53	40	82	34
25	32	54	34	83	32
26	33	55	34	84	34
27	41	56	34	85	34
28	41	57	40	86	42
29	33	58	32	87	32

SCHEDULE OF UNIT ENTITLEMENT CONTINUES ON SHEET 3

ePlan

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:  29.1.2018		SP95296

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

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

SCHEDULE OF UNIT ENTITLEMENT CONTINUED FROM SHEET 2

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
88	32	117	34	146	33
89	32	118	35	147	33
90	32	119	34	148	41
91	41	120	33	149	41
92	35	121	33	150	33
93	34	122	34	151	34
94	40	123	34	152	34
95	34	124	33	153	33
96	34	125	34	154	34
97	34	126	35	155	34
98	40	127	42	156	41
99	32	128	33	157	33
100	40	129	33	158	35
101	34	130	32	159	35
102	33	131	32	160	35
103	33	132	41	161	33
104	32	133	35	162	35
105	32	134	35	163	35
106	32	135	41	164	35
107	41	136	35	165	33
108	41	137	35	166	35
109	32	138	35	167	36
110	34	139	41	168	43
111	34	140	33	169	33
112	34	141	41	170	33
113	34	142	34	171	33
114	34	143	34	172	33
115	41	144	33	173	41
116	32	145	33	174	36

SCHEDULE OF UNIT ENTITLEMENT CONTINUES ON SHEET 4



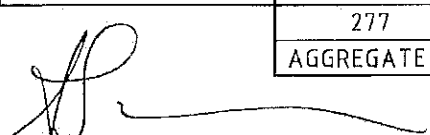
ePlan

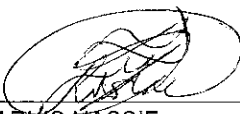
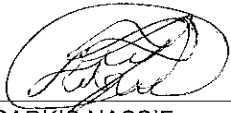
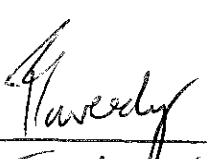
SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:  29.1.2018		SP95296

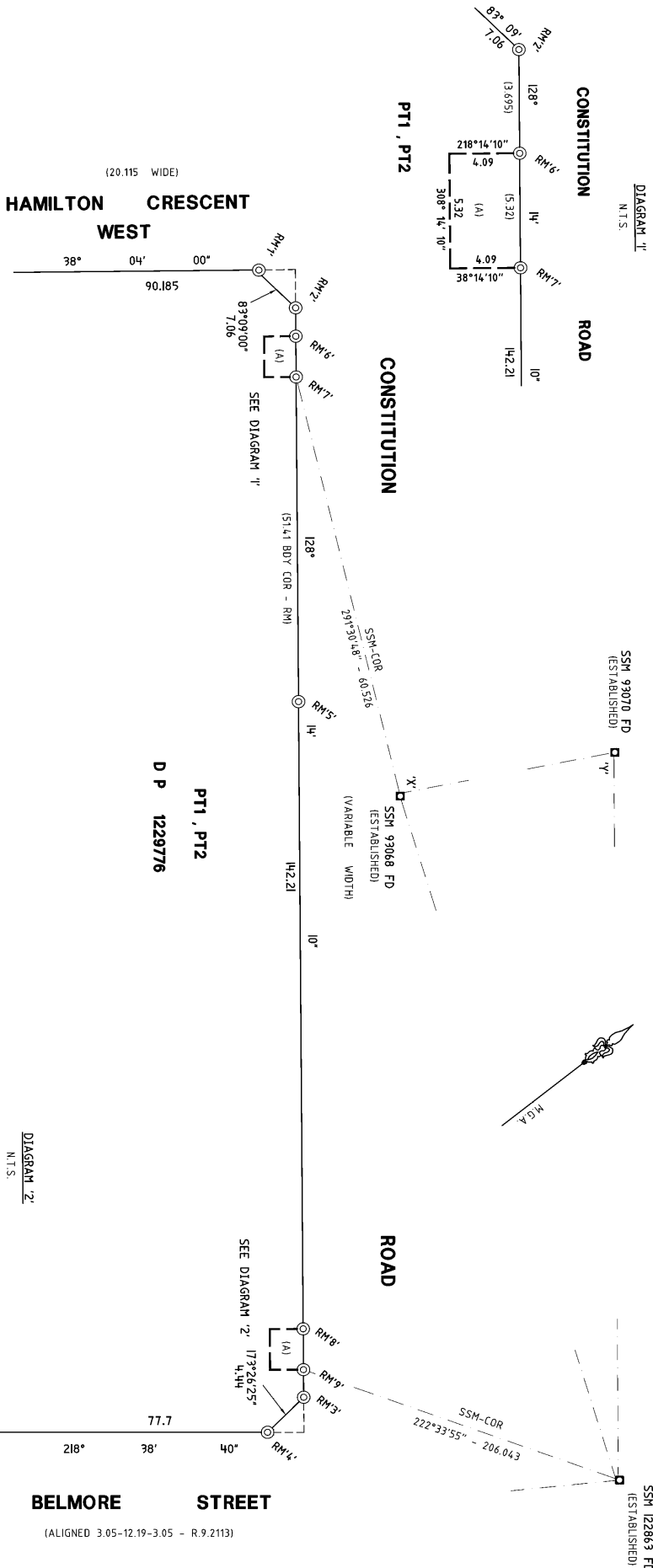
This sheet is for the provision of the following information as required:

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

SCHEDULE OF UNIT ENTITLEMENT CONTINUED FROM SHEET 3

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
175	35	209	34	243	36
176	41	210	34	244	43
177	35	211	34	245	36
178	41	212	34	246	42
179	35	213	41	247	36
180	41	214	41	248	42
181	33	215	34	249	35
182	41	216	35	250	42
183	35	217	35	251	36
184	41	218	35	252	41
185	33	219	35	253	35
186	33	220	35	254	35
187	33	221	41	255	35
188	33	222	34	256	59
189	41	223	36	257	34
190	41	224	42	258	34
191	33	225	36	259	42
192	35	226	41	260	36
193	35	227	36	261	42
194	35	228	41	262	34
195	35	229	35	263	36
196	35	230	42	264	43
197	41	231	36	265	35
198	33	232	41	266	35
199	36	233	35	267	59
200	41	234	35	268	43
201	35	235	35	269	35
202	41	236	58	270	60
203	35	237	34	271	42
204	41	238	34	272	36
205	34	239	42	273	35
206	41	240	36	274	60
207	35	241	42	275	43
208	41	242	34	276	35
				277	61
				AGGREGATE	10000

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 8 sheet(s)
Office Use Only		Office Use Only
Registered:  29.1.2018	SP95296	
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>		
Signed by Holdmark Enterprises Pty Ltd ABN 92 139 585 998 pursuant to section 127 Corporations Act 2001 (Cth)  Name: SARKIS NASSIF Office: SOLE DIRECTOR/SECRETARY		
Signed by 357 HPG Pty Ltd ABN 59 133 364 084 pursuant to section 127 Corporations Act 2001 (Cth)  Name: SARKIS NASSIF Office: SOLE DIRECTOR/SECRETARY		
Signed by AIT Investment Group Pty Ltd ACN 155 474 678 pursuant to section 127 Corporations Act 2001 (Cth)  Name: SARKIS NASSIF Office: SOLE DIRECTOR/SECRETARY		
SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level <u>2</u> Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:  WITNESS KEVIN KIM Analyst NAB Corporate Property NSW 755 GERRARD ST SYDNEY NSW 2000 ADDRESS OF WITNESS  ATTORNEY RACHEL TWEEDY Associate Director NAB Corporate Property NSW		
Surveyor's Reference: 8074		



SURVEYING & SPATIAL INFORMATION REGULATION 2012 : CLAUSE 6(12)					
MARK	M.G.A. CO-ORDINATES		ZONE	ORDER	
	EASTING	NORTHING		CLASS	
SSM 93068	323792.363	6256300.413	C		3
SSM 93070	323887.070	6256439.829	C		3
SSM 122863	323977.185	6256394.168	C		3
COMBINED SEA LEVEL SCALE FACTOR = 0.999976					
SOURCE: M.G.A. CO-ORDINATES ADAPTED FROM SCMS					
9 MARCH 2017					

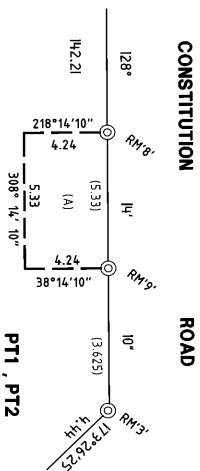
ORIGIN OF LEVELS - SSM 93563 - RL 12728 CLASS B ORDER 2 SCMS 9-3-2017
VERIFIED TO SSM 83578 - RL 22218 CLASS B ORDER 2 SCMS 9-3-2017

EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOTS 1 & 2 (DP 1229776)
EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LOTS 1 & 2 (DP 1229776)
EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOTS 1 & 2 (DP 1229776)
EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LOTS 1 & 2 (DP 1229776)

(A) EASEMENT FOR ELECTRICITY PURPOSES 4.24 & 4.09 WIDE

AZIMUTH 'X'-Y'

SSM 93068 - SSM 93070
34°11'18" - 148.555 (MGA GROUND)
34°11'18" - 148.555 (BY SURVEY)
SSM 93070 - SSM 122863
116°52'16" - 101.025 (MGA GROUND)
116°52'22" - 101.032 (BY SURVEY)
SSM 122863 - SSM 93068
243°06'09" - 207.247 (MGA GROUND)
243°06'11" - 207.256 (BY SURVEY)



SCHEDULE OF REFERENCE MARKS			
No	MARK	REFERENCE	DP/PLAN
RM1	DI&W TOP KB FD	128°59'50"-4.345	DP 1229776
RM2	DI&W TOP KB FD	212°28'30"-3.615	DP 1229776
RM3	DI&W TOP KB FD	255°32'25"-3.76	DP 1229776
RM4	DI&W TOP KB FD	332°03'-3.47	DP 1229776
RM5	RM SSM 93068	240°02'25"-23.365	DP 1229776
RM6	DI&W TOP KB	179°07'45"-4.645	
RM7	DI&W TOP KB	221°28'-3.58	
RM8	DI&W TOP KB	191°11'-3.91	
RM9	DI&W TOP KB	205°17'30"-3.58	

Surveyor: LACHLAN LEONARD HILLARD YOUNG
Date of Survey: 22 MARCH 2017
Surveyor's Ref: 8073/EASEMENTS

PLAN OF EASEMENTS OVER LOTS 1 & 2
IN DP 1229776

LGA: RYDE
Locality: MEADOWBANK
Subdivision No: _____
Lengths are in metres. Reduction Ratio 1: 400

Registered:
13.9.2017

DP1234569

LOTS 1 AND 2 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON. ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

BASEMENT LEVEL 3 & BELOW

UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 13.4
UNLESS OTHERWISE STATED

CONSTITUTION ROAD

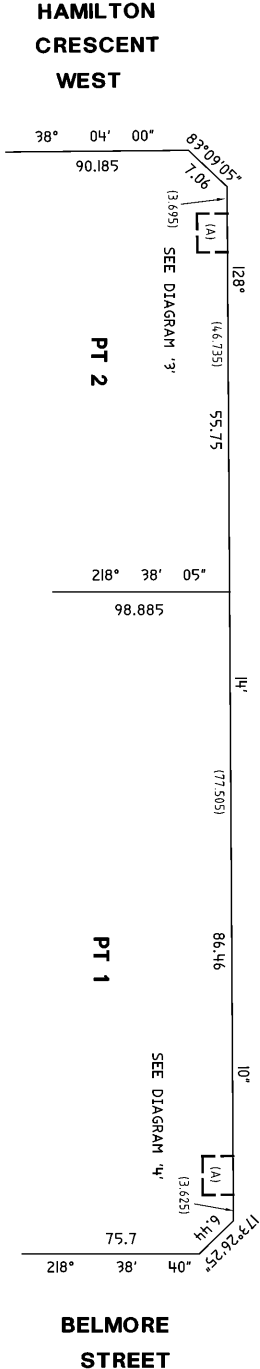
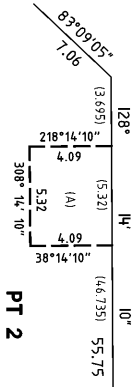


DIAGRAM 3'

N.T.S.

CONSTITUTION ROAD

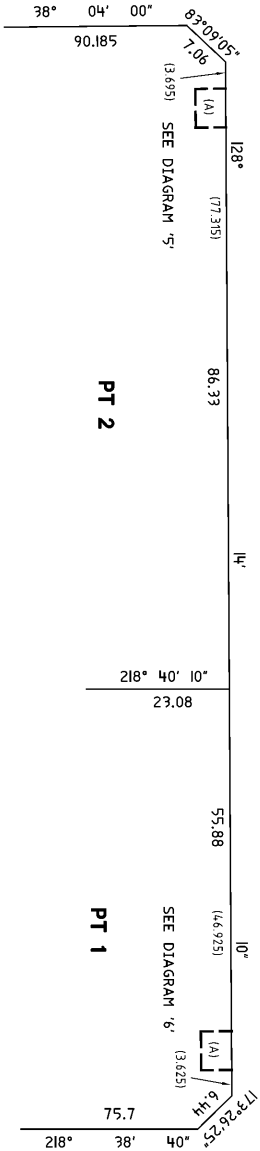


PT 2

(A) EASEMENT FOR ELECTRICITY PURPOSES 4.24 & 4.09 WIDE
LIMITED IN DEPTH TO RL 13.4 AND LIMITED IN HEIGHT TO RL 16.24
UNLESS OTHERWISE STATED

BASEMENT LEVEL 2

CONSTITUTION ROAD



PT 2

PT 1

BELMORE STREET

DIAGRAM 5'

N.T.S.

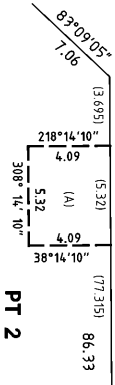
CONSTITUTION ROAD

CONSTITUTION ROAD

DIAGRAM 5'

N.T.S.

CONSTITUTION ROAD



PT 2

PT 1

Surveyor: LACHLAN LEONARD HILLARD YOUNG
Date of Survey: 22 MARCH 2017
Surveyor's Ref: 8073/EASEMENTS

PLAN OF EASEMENTS OVER LOTS 1 & 2
IN DP 1229776

LGA: RYDE

Locality: MEADOWBANK

Subdivision No: _____
Lengths are in metres. Reduction Ratio 1: 500

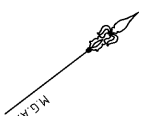
Registered: 13.9.2017



DP1234569

BASEMENT LEVEL 1
LIMITED IN DEPTH TO RL 16.42 AND LIMITED IN HEIGHT TO RL 19.4
UNLESS OTHERWISE STATED

ROAD



PT 2

(A) EASEMENT FOR ELECTRICITY PURPOSES 4.24 & 4.09 WIDE
(B) EASEMENT FOR ACCESS 13.07 WIDE LIMITED IN STRATUM (DP 1229776)
(RW) RIGHT OF WAY 13.07 WIDE LIMITED IN STRATUM (DP 1229776)

ROAD



LIMITED IN DEPTH TO RL 19.4 AND UNLIMITED IN HEIGHT UNLESS OTHERWISE STATED

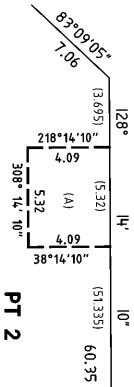
ROAD



ROAD



CONSTITUTION ROAD



PT 2

Surveyor: LACHLAN LEONARD HILLARD YOUNG
Date of Survey: 22 MARCH 2017
Surveyor's Ref: 8073/EASEMENTS

**PLAN OF EASEMENTS OVER LOTS 1 & 2
IN DP 1229776**

LGA: RYDE

Locality: MEADOWBANK

Subdivision No: _____

Lengths are in metres. Reduction Ratio 1: 500

Registered:

13.9.2017

DP1234569

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Registered:  13.9.2017

Office Use Only

Office Use Only

Title System: TORRENS

Purpose: EASEMENT

DP1234569

PLAN OF EASEMENTS OVER LOTS 1 & 2
IN DP 1229776

LGA RYDE

Locality: MEADOWBANK

Parish: HUNTERS HILL

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I (Authorised Officer) in
approving this plan certify that all necessary approvals in regard
to the allocation of the land shown herein have been given

Signature:

Date:

Application Number:

File Number:

Office:

SURVEY CERTIFICATE

I, LACHLAN LEONARD HILLARD YOUNG

RAMSAY SURVEYORS PTY LTD

of PO BOX 9082 HARRIS PARK 2150

a surveyor registered under the *Surveying and Spatial Information
Act 2002*, certify that:

* (a) The land shown in the plan was surveyed in accordance with
the *Surveying and Spatial Information Regulation 2012*, is accurate
and the survey was completed on 22 MARCH 2017

* ~~(b) The part of the land shown in the plan (* being/excluding
.....)~~

~~was surveyed in accordance with the *Surveying and Spatial
Information Regulation 2012*, is accurate and the survey was
completed on the part not surveyed was
compiled in accordance with that Regulation.~~

* ~~(c) The land shown in this plan was compiled in accordance
with the *Surveying and Spatial Information Regulation 2012*,~~

Signature: Dated 21-4-2017

Surveyor ID: 8676

Datum Line: 'X' - 'Y'

TYPE: *Urban / *Rural

The terrain is *Level-Undulating/ *Steep-Mountainous

*Strike through if Inapplicable

^ Specify the land actually surveyed or specify any land shown
in the plan that is not the subject of the survey.

Subdivision Certificate

I
*Authorised Person/ *General Manager/ *Accredited Certifier,
certify that the provisions of s. 109J of the *Environmental Planning
and Assessment Act 1979* have been satisfied in relation to the
proposed subdivision, new road or reserve set out herein.

Signature:

Accreditation No :

Consent Authority:

Date of Endorsement:

Subdivision Certificate No:

File No.

*Strike through if Inapplicable

STATEMENTS of intention to dedicate public roads, public reserves
and drainage reserves

Plans used in preparation of survey/compilation

DP 1229776

if space is insufficient use PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on
PLAN FORM 6A

SURVEYOR'S REF: 8073/EASEMENTS

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



13.9.2017

Office Use Only

Office Use Only

PLAN OF EASEMENTS OVER LOTS 1 & 2
IN DP 1229776

DP1234569

Subdivision Certificate No: _____

Date of Endorsement: _____

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

- A schedule of lots and addresses -See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals -See 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:

1. EASEMENT FOR ELECTRICITY PURPOSES 4.24 AND 4.09 WIDE

IT IS INTENDED TO RELEASE:

1. EASEMENT FOR ELECTRICITY PURPOSES (VIDE G710840)

SIGNED BY HOLDMARK
ENTERPRISES PTY LTD
ABN 92 139 585 998
PURSUANT TO S127
CORPORATIONS ACT 2001

SIGN

SOLE DIRECTOR / SECRETARY

OFFICE (DIRECTOR OR SECRETARY)

SARKIS NASSIF

FULL NAME

SIGNED BY 357 HPG PTY
LTD ABN 59 133 364 084
PURSUANT TO S127
CORPORATIONS ACT 2001

SIGN

SOLE DIRECTOR / SECRETARY

OFFICE (DIRECTOR OR SECRETARY)

SARKIS NASSIF

FULL NAME

SIGNED BY AIT
INVESTMENT GROUP PTY
LTD ACN 155 474 678
PURSUANT TO S127
CORPORATIONS ACT 2001

SIGN

SOLE DIRECTOR / SECRETARY

OFFICE (DIRECTOR OR SECRETARY)

SARKIS NASSIF

FULL NAME

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE:

8073/EASEMENTS

PLAN FORM 6A (2013)

WARNING: Creasing or Folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  13.9.2017

Office Use Only

Office Use Only

**PLAN OF EASEMENTS OVER LOTS 1 & 2
IN DP 1229776**

DP1234569

This sheet is for the provision of the following information as required:
• A schedule of lots and addresses -See 60(c) SSI Regulation 2012
• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
• Signatures and seals -See 195D Conveyancing Act 1919
• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: _____

Date of Endorsement: _____

SIGNED BY ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION

SIGNED, SEALED AND DELIVERED FOR AND ON
BEHALF OF ALPHA DISTRIBUTION MINISTERIAL
HOLDING CORPORATION ABN 67 505 387 385
IN THE PRESENCE OF

SIGNATURE OF WITNESS

SIGNATURE OF AGENT FOR ROB WHITFIELD, NSW
TREASURY SECRETARY (NSW TREASURER'S DELEGATE
UNDER DELEGATION DATED 24 NOVEMBER 2015), ON BEHALF
OF ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION

PRINT NAME OF WITNESS

126 PHILLIP STREET SYDNEY NSW 2000
52 MARTIN PLACE

NAME OF AGENT IN FULL

SIGNED BY THE MORTGAGEE

I CERTIFY THAT THE PERSON(S) SIGNING OPPOSITE, WITH WHOM I
AM PERSONALLY ACQUAINTED OR AS TO WHOSE IDENTITY I AM
OTHERWISE SATISFIED, SIGNED THIS INSTRUMENT IN MY
PRESENCE.

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT
1900 BY THE PERSON(S) NAMED BELOW WHO SIGNED THIS
INSTRUMENT PURSUANT TO THE POWER OF ATTORNEY SPECIFIED

SIGNATURE OF WITNESS:

CAROLINE SHEN

NAME OF WITNESS:

Associate
NAB Corporate Property NSW

ADDRESS OF WITNESS:

Level 22, 285 George Street Sydney

SIGNATURE OF ATTORNEY:

ATTORNEY'S NAME:

RACHEL TWEEDY
Associate Director

ATTORNEY'S POSITION:

NAB Corporate Property NSW

SIGNING ON BEHALF OF: NATIONAL AUSTRALIA BANK

ABN 12 008 044 937

POWER OF ATTORNEY BOOK:

4512

No:

39

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE:

8073/EASEMENTS



SCHEDULE OF REFERENCE MARKS

No	MARK	REFERENCE	DP/PLAN
RM1	CB FD	308°13'35"-1.065	DP 11105
RM2	DH&W WALL FD	15°32'15"-3.925	DP 121597
RM3	CB BK WALL FD	40°32'15"-0.665	DP 437180
RM4	DH&W FD (NOW GONE)	305°02'35"-3.685	DP 1066850
RM5	DH&W FD	220°32'55"-1.01	DP 615245
RM6	CB FD	23°41'20"-0.47	DP 19585
RM7	DH&W FD	39°38'20"-5.475	DP 445233
RM8	DH&W FD	37°22'50"-3.885	DP 445233
RM9	DH&W FD	39°08'20"-3.86	DP 850584
RM10	DH&W FD	310°13'30"-1.15	DP 121597
RM11	DH&W FD	80°28'15"-4.275	DP 121597
RM12	DH&W FD	41°24'15"-8.84	DP 120319
RM13	DH&W FD	68°32'40"-6.84	DP 109888
RM14	DH&W FD	128°21'20"-3.67	DP 109888
RM15	DH&W FD	128°15'05"-19.05	DP 109888
RM16	DN TOP WALL FD	128°15'05"-19.05	DP 109888
RM17	RM DH&W GONE	128°15'05"-19.05	DP 109888
RM18	RM DH&W GONE	128°15'05"-19.05	DP 109888
RM19	RM DH&W GONE	128°15'05"-19.05	DP 109888
RM20	DH&W CONC	325°32'25"-3.26	PLACED
RM21	DH&W CONC	325°32'25"-3.26	PLACED
RM22	DH&W TOP KB	135°42'15"-4.06	PLACED
RM23	DH&W TOP KB	132°26'15"-7.34	PLACED
RM24	DH&W CONC	133°38'15"-3.155	PLACED
RM25	RM COR OF WALL	55°04'35"-15.535	DP 120337
RM26	DH&W IN CONC	237°49'20"-2.33	PLACED
RM27	DH&W TOP KB	15°40'48"-8.26	PLACED
RM28	RM SSM 93068	29°22'22"-22.7	PLACED
		260°02'25"-23.365	BY ME

SURVEYING & SPATIAL INFORMATION REGULATION 2012 - CLAUSE 6(1)				
MARK	M.G.A.	CO-ORDINATES	ZONE	56
	EASTING	NORTHING	CLASS	ORDER
SSM 93577	324005.515	625659.901	A	1
SSM 93068	324792.363	625650.413	C	3
SSM 93070	323887.070	625639.829	C	3
SSM 122863	323977.185	625639.168	C	3
COMBINED SEA LEVEL SCALE FACTOR = 0.99976				
SOURCE: M.G.A. CO-ORDINATES ADAPTED FROM SCMS				
9 MARCH 2017				

 ORIGIN OF LEVELS: SSM 93553 - RL 12.728 CLASS B ORDER 2 SCMS 9-3-2017
 VERIFIED TO SSM 93578 - RL 22.218 CLASS B ORDER 2 SCMS 9-3-2017

AZIMUTH "X-Y"

SSM 93068 - SSM 93070

30°11'19" - 168.545 (MGA GROUND)

SSM 93070 - SSM 122863

30°11'19" - 168.555 (BY SURVEY)

SSM 122863 - SSM 83577

116°52'16" - 101.025 (MGA GROUND)

SSM 83577 - SSM 93068

115°09'20" - 335.473 (MGA GROUND)

SSM 93068 - SSM 93068

318°27'13" - 321.392 (BY SURVEY)

SSM 93577 - SSM 93068

318°27'13" - 321.392 (BY SURVEY)

SSM 93577 - SSM 93068

318°27'13" - 321.392 (BY SURVEY)

SSM 93577 - SSM 93068

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SSM 93577 - SSM 93068

318°27'13" - 321.392 (BY SURVEY)

SSM 93577 - SSM 93068

318°27'13" - 321.392 (BY SURVEY)

CONSTITUTION

GALE STREET

GALE STREET

GALE STREET

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SCHEDULE OF AREAS

LEVELS	LOT 1	LOT 2	LOT 3
BASEMENT LEVEL 3 & BELOW	7650m ²	5980m ²	326.7m ²
BASEMENT LEVEL 2	5559m ²	8055m ²	326.7m ²
BASEMENT LEVEL 1	5183m ²	8467m ²	326.7m ²
GROUND LEVEL & ABOVE	6673m ²	6977m ²	326.7m ²
TOTAL	2571m ²	2747m ²	1306.8m ²

SEE DIAGRAMS "1", "2", "3" & "12" ON SHEET 2

 (B) BENEFITED BY EASEMENT FOR CRANE OVERHANG (A/178383)
 (C) COVENANT (A/213888)

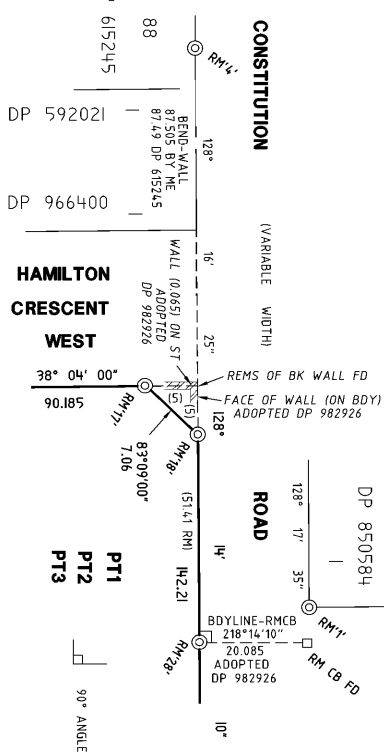
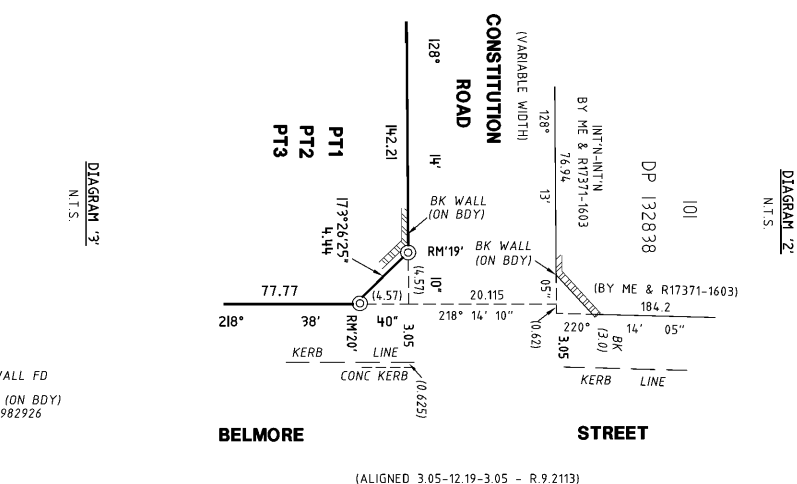
 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOTS 1 & 2
 EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LOTS 1 & 2
 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOTS 1 & 2
 EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LOTS 1 & 2

 PLAN OF SUBDIVISION OF LOT 3 IN DP 7130, LOT 1 IN
 DP 104280, LOT 2 IN DP 550006, LOT 1 IN DP 713706,
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 AND LOTS 1 & 2 IN DP 982743.

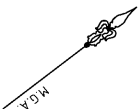
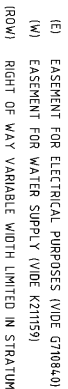
 LGA: RYDE
 Locality: RYDE
 Subdivision No: 5771

 Registered:
 8.09.2017

 DP1229776
 BENCH MARK
 SSM 9553 FD
 RL 12.728



BASEMENT LEVEL 3 & BELOW
UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 13.4
UNLESS OTHERWISE STATED



No	BEARING	DISTANCE	ARC	RADIUS
1	218°38.50"	1.01		
2	280°40.10"	20.95	21.635	24.695
3	247°53.15"	6.64	6.795	9.145
80	307°29.40"	2.13		
81	308°38.50"	1.565		
82	128°14.10"	1.46		

PT 2 PT 1

N.T.S

ACCEPTED MANUSCRIPT

(Row)

5

RL 13.0

1

1

YDE

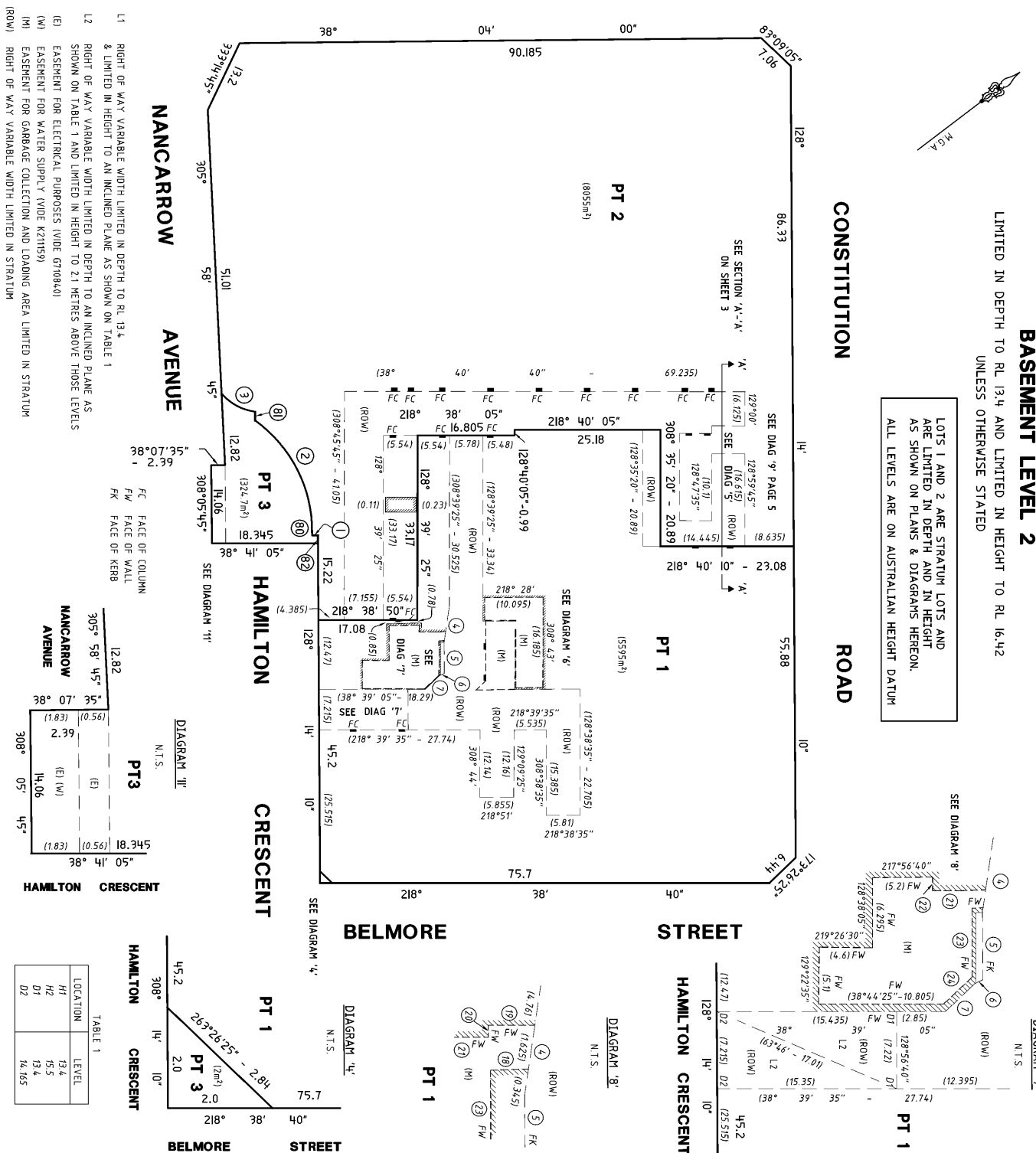
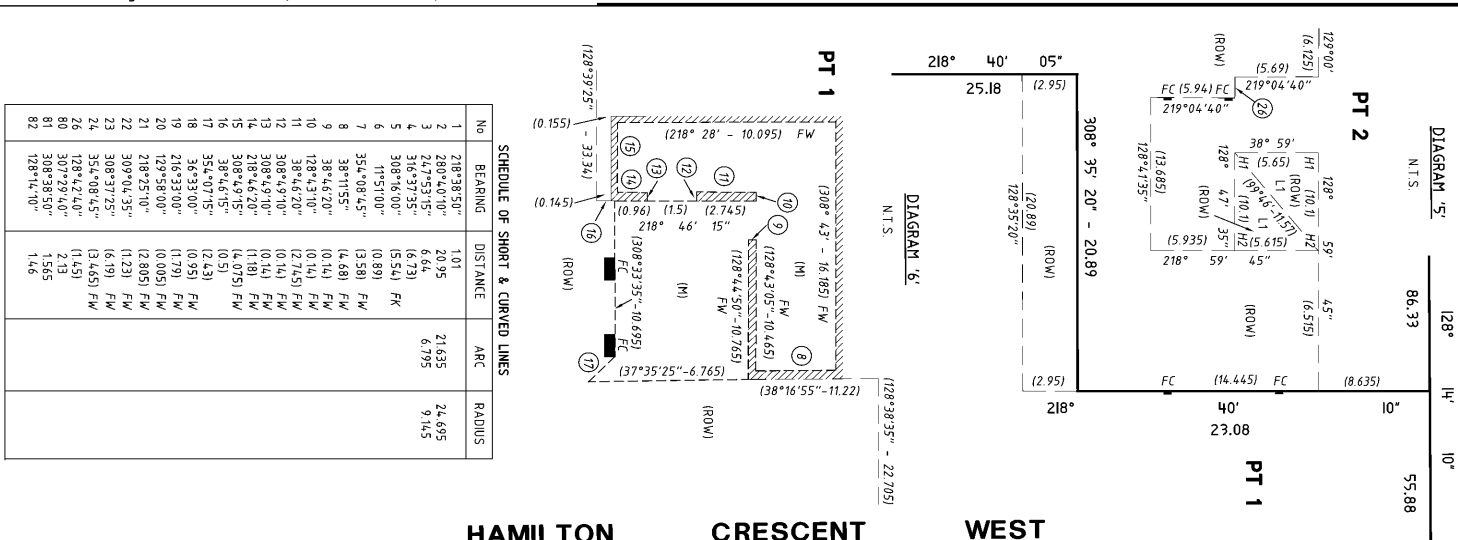
RYDE

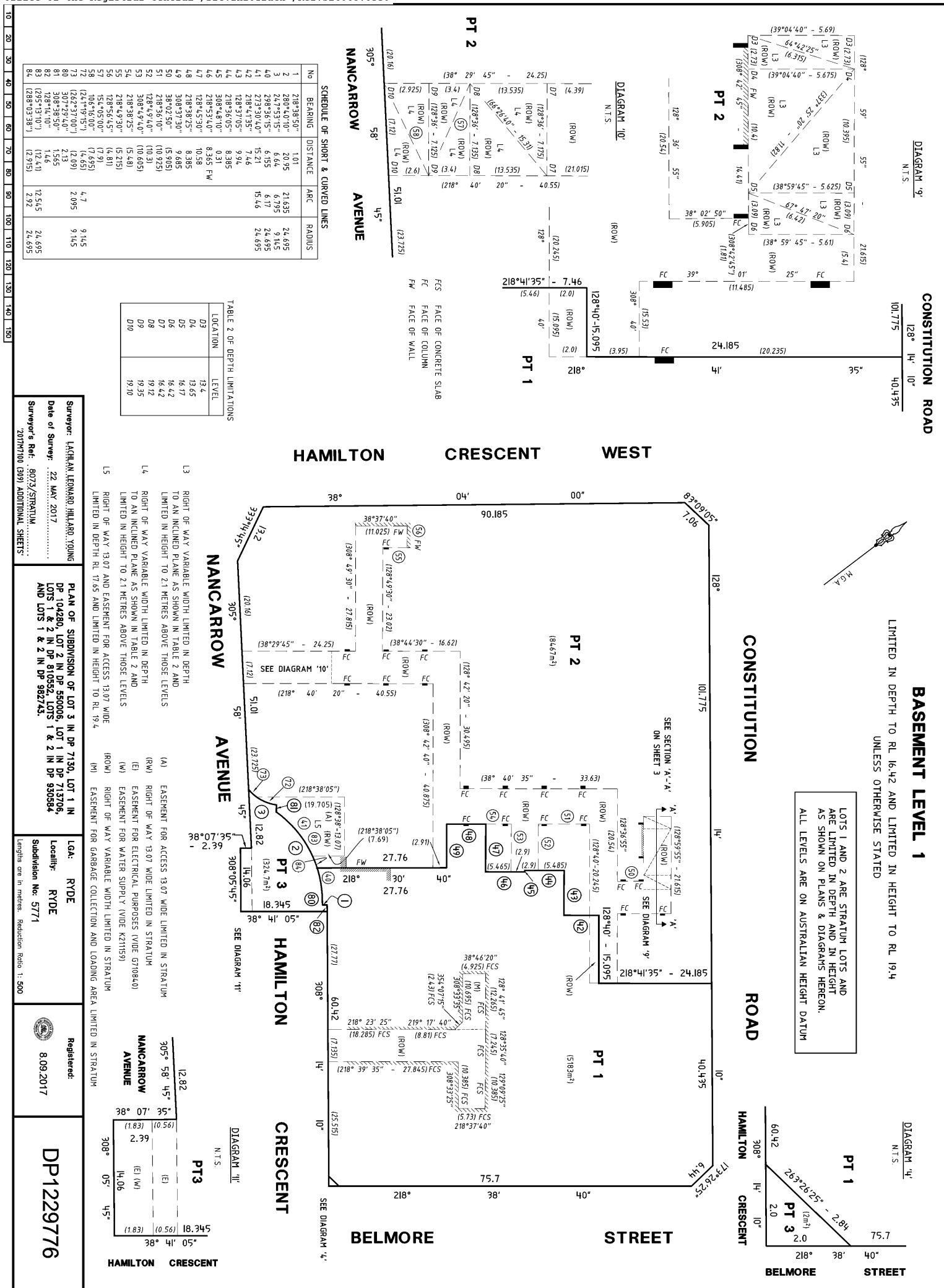
0-7774

No: 5111

metres. For

DP1229776





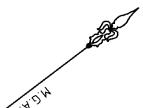
GROUND LEVEL & ABOVE

LIMITED IN DEPTH TO RL 19.4 AND UNLIMITED IN HEIGHT UNLESS OTHERWISE STATED.

ROAD



**NANCARROW
AVENUE**



(A) EASEMENT FOR ACCESS 13.07 WIDE LIMITED IN STRATUM
(RW) RIGHT OF WAY 13.07 WIDE LIMITED IN STRATUM
(E) EASEMENT FOR ELECTRICAL PURPOSES (VIDE G710840)
(E) EASEMENT FOR WATER SUPPLY (VIDE K211159)
(W) EASEMENT FOR WATER SUPPLY (VIDE K211159)

DP1229776

PLAN FORM 6 (2013)

WARNING: Creasing or Folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Registered:  8.09.2017 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only DP1229776 Office Use Only																														
PLAN OF SUBDIVISION OF LOT 3 IN DP 7130, LOT 1 IN DP 104280, LOT 2 IN DP 550006, LOT 1 IN DP 713706, LOTS 1 & 2 IN DP 810552, LOTS 1 & 2 IN DP 930584, AND LOTS 1 & 2 IN DP 982743	LGA RYDE Locality: MEADOWBANK RYDE Parish: HUNTERS HILL County: CUMBERLAND																														
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given Signature: Date: Application Number: File Number: Office:	SURVEY CERTIFICATE I, LACHLAN LEONARD HILLARD YOUNG RAMSAY SURVEYORS PTY LTD of PO BOX 9082 HARRIS PARK 2150 a surveyor registered under the Surveying and Spatial Information Act 2002, certify that: * (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 22-5-2017 * (b) The part of the land shown in the plan (* being/excluding) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation. * (c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012, Signature: Dated 5-4-2017 Surveyor ID: 8676 Datum Line: 'X' - 'Y' TYPE: *Urban / *Rural The terrain is *Level-Undulating/ *Steep-Mountainous. *Strike through if Inapplicable ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.																														
Subdivision Certificate I, Sam Cappelli *Authorised Person/ *General Manager/ *Accredited Certifier, certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation No : Consent Authority: City of Ryde Council Date of Endorsement: 31st July 2017 Subdivision Certificate No: 5771 File No. : LOA 2016/571 dated 8 February 2017 *Strike through if Inapplicable	STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves																														
Plans used in preparation of survey/completion <table style="width:100%; border: none;"> <tr> <td>DP 7130</td> <td>DP 515008</td> <td>DP 982926</td> </tr> <tr> <td>DP 11105</td> <td>DP 550006</td> <td>DP 1016850</td> </tr> <tr> <td>DP 19585</td> <td>DP 615245</td> <td>DP 1072555</td> </tr> <tr> <td>DP 104280</td> <td>DP 713706</td> <td>DP 1099888</td> </tr> <tr> <td>DP 108502</td> <td>DP 810552</td> <td>DP 1203119</td> </tr> <tr> <td>DP 132838</td> <td>DP 825751</td> <td>DP 1205357</td> </tr> <tr> <td>DP 372246</td> <td>DP 850584</td> <td>DP 1212597</td> </tr> <tr> <td>DP 437180</td> <td>DP 878009</td> <td>R.9.2113</td> </tr> <tr> <td>DP 440957</td> <td>DP 930584</td> <td>R17371.1603</td> </tr> <tr> <td>DP 445233</td> <td>DP 982743</td> <td></td> </tr> </table> if space is insufficient use PLAN FORM 6A	DP 7130	DP 515008	DP 982926	DP 11105	DP 550006	DP 1016850	DP 19585	DP 615245	DP 1072555	DP 104280	DP 713706	DP 1099888	DP 108502	DP 810552	DP 1203119	DP 132838	DP 825751	DP 1205357	DP 372246	DP 850584	DP 1212597	DP 437180	DP 878009	R.9.2113	DP 440957	DP 930584	R17371.1603	DP 445233	DP 982743		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A
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DP 11105	DP 550006	DP 1016850																													
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DP 445233	DP 982743																														
SURVEYOR'S REF: 8073/STRATUM '2017M7100 (309) ADDITIONAL SHEETS'																															

PLAN FORM 6A (2013)

WARNING: Creasing or Folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:



8.09.2017

Office Use Only

Office Use Only

DP1229776

PLAN OF SUBDIVISION OF LOT 3 IN DP 7130,
LOT 1 IN DP 104280, LOT 2 IN DP 550006,
LOT 1 IN DP 713706, LOTS 1 & 2 IN DP 810552,
LOTS 1 & 2 IN DP 930584, AND LOTS 1 & 2
IN DP 982743

Subdivision Certificate No: 5771

Date of Endorsement: 31st July 2017

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

- A schedule of lots and addresses -See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals -See 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1				
2				
3				

31/7/17
City of Ryde

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:

1. EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOT
2. EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LOT
3. EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOT
4. RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM (ROW)
5. EASEMENT FOR ACCESS 13.07 WIDE LIMITED IN STRATUM (A)
6. EASEMENT FOR GARBAGE COLLECTION AND LOADING AREA LIMITED IN STRATUM (M)
7. RIGHT OF WAY 13.07 WIDE LIMITED IN STRATUM (RW)
8. EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LOT

IT IS INTENDED TO RELEASE:

1. RIGHT OF CARRIAGEWAY (VIDE G572716)
2. RIGHT OF CARRIAGEWAY (VIDE G572717)

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 8073/STRATUM '2017M7100 (309) ADDITIONAL SHEETS'

PLAN FORM 6A (2013)

WARNING: Creasing or Folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:



8.09.2017

Office Use Only

Office Use Only

DP1229776

PLAN OF SUBDIVISION OF LOT 3 IN DP 7130,
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- Signatures and seals -See 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: 5771

Date of Endorsement: 31st July 2017

SIGNED BY HOLDMARK
ENTERPRISES PTY LTD
ABN 92 139 585 998
PURSUANT TO S127
CORPORATIONS ACT 2001

SIGN

SOLE DIRECTOR / SECRETARY

OFFICE (DIRECTOR OR SECRETARY)

SARKIS NASSIF

FULL NAME

SIGNED BY 357 HPG PTY
LTD ABN 59 133 364 084
PURSUANT TO S127
CORPORATIONS ACT 2001

SIGN

SOLE DIRECTOR / SECRETARY

OFFICE (DIRECTOR OR SECRETARY)

SARKIS NASSIF

FULL NAME

SIGNED BY AIT
INVESTMENT GROUP PTY
LTD ACN 155 474 678
PURSUANT TO S127
CORPORATIONS ACT 2001

SIGN

SOLE DIRECTOR / SECRETARY

OFFICE (DIRECTOR OR SECRETARY)

SARKIS NASSIF

FULL NAME

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 8073/STRATUM '2017M7100 (309) ADDITIONAL SHEETS'

PLAN FORM 6A (2013)

WARNING: Creasing or Folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:  8.09.2017 Office Use Only

Office Use Only

DP1229776

PLAN OF SUBDIVISION OF LOT 3 IN DP 7130,
LOT 1 IN DP 104280, LOT 2 IN DP 550006,
LOT 1 IN DP 713706, LOTS 1 & 2 IN DP 810552,
LOTS 1 & 2 IN DP 930584, AND LOTS 1 & 2
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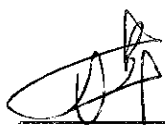
Subdivision Certificate No: 5771

Date of Endorsement: 31st July 2017

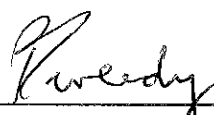
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• A schedule of lots and addresses -See 60(c) *SSI Regulation 2012*
• Statements of intention to create and release affecting interests in
accordance with section 88B *Conveyancing Act 1919*
• Signatures and seals -See 195D *Conveyancing Act 1919*
• Any information which cannot fit in the appropriate panel of sheet 1
of the administration sheets.

31/7/17
City of Ryde

SIGNED SEALED AND DELIVERED for and
on behalf of NATIONAL AUSTRALIA BANK
LIMITED ABN 12 004 044 937 by its Attorney
who holds the position of Level 2 Attorney
under Power of Attorney Registered No 39
Book 4512 in the presence of:


Witness

CAROLINE SHEN
Associate
NAB Corporate Property NSW
Level 22, 255 George Street
Sydney NSW 2000


ATTORNEY

RACHEL TWEEDY
Associate Director
NAB Corporate Property NSW

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 8073/STRATUM '2017M7100 (309) ADDITIONAL SHEETS'



Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

AN677123C

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

(A) TORRENS TITLE

For the common property

CP/SP 95296

(B) LODGED BY

Document
Collection
Box

573X

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

Network Strata Services Pty Limited 123421L

P O Box 265

HURSTVILLE BC NSW 1481

Reference: 95296

CODE

CH

- (C) The Owners-Strata Plan No. 95296 certify that a special resolution was passed on 4/4/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. Special By-Law 1,2,3,4,5

Amended by-law No. NOT APPLICABLE

as fully set out below:

As set out in Annexure A

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure B.

(G) The seal of The Owners-Strata Plan No. 95296 was affixed on 14/8/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: Anita Dalag

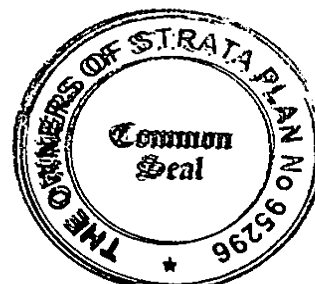
Name: Anita Dalag

Authority: Netstrata-Managing Agent

Signature: _____

Name: _____

Authority: _____





Annexure A Change of By-Laws

Parties: 95296

Dated: 4 April 2018

Special By- Law 1- Absolution of Appliance Maintenance

1. Pursuant to section 106 (3) of the Strata Schemes Management Act 2015, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any appliance that is designed only to service a single lot within the strata scheme, regardless of whether any portion of the appliance, (including motor, compressor, cabling, pipe, mounting, ducting or other pertinent fixture of the appliance) is located on or within common property or lot property.

2. The type of appliances referred to in this By-law shall include, but not be limited to;

- (i) Bathroom & Kitchen Exhaust Fans
- (ii) Light Fittings and Down lights
- (iii) Air-Conditioning Apparatus
- (iv) Alarm Systems
- (v) Individual Garage Door Motors
- (vi) Hot Water Heaters servicing only one lot

Special By- Law 2- Absolution of Maintenance- Lot Fixtures & Fittings

PART 1 - Introduction and Intent

(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106 of the Act.

(c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.

(d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.

Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

(e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions

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

- (a) **Act** means the Strata Schemes Management Act 2015 (NSW) or any amendment
- (b) **Lot** means any lot in the strata plan
- (c) **Owner** means the owner of the Lot
- (d) **Owners Corporation** means the owners corporation created by the registration of strata plan 95296
- (e) **Internal Area** means any area within the envelope of a lot as defined by the Strata Plan
- (f) **Internal Pipe Work and Wiring** means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

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

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

PART 3 - Terms and Conditions

In accordance with section 106 of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

- (a) All Cornices
- (b) All Skirting Boards
- (c) All Architraves and Internal Door Jams

Annexure A Change of By-Laws

Parties: 95296

Dated: 4 April 2018

- (d) Wall tiles wherever located, including kitchen, bathroom and laundries
- (e) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (f) False Ceilings
- (g) Mezzanines, Stairs and Handrails
- (h) All paintwork and wall paper
- (i) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) Shower screens
- (c) Bathtub, including internal floor waste and drainage pipes
- (d) Sinks and hand basins including internal drainage pipes,
- (e) Cabinets and mirrors
- (f) Toilet pan, including cistern and internal waste pipes
- (g) All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas

All Kitchen fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) All internal waste and drainage pipes, including connection to the common stack
- (c) Bench tops
- (d) Sinks and insinkers
- (e) Ovens, Stoves and Cook Tops
- (f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings

- (a) All carpet within the lot
- (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (c) All Floor boards, whether floating or fixed
- (d) All parquet, linoleum, vinyl and cork tiles wherever located

3.5 Balcony/Courtyard Areas

- (a) All tiles, pavers and decking
- (b) All stairs and handrails within the balcony or courtyard area
- (c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
- (d) All plants and grassed areas within the balcony or courtyard
- (e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- (f) Fences that divide two lots
- (g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical Fittings & Appliances

- (a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (b) All electrical sockets and wall plates
- (c) Electrical main and sub-main that services only one lot including fuses wherever located
- (d) Smoke Detectors that only service one lot
- (e) Alarm Systems that only service one lot
- (f) Individual Garage Door Motors
- (g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
- (h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
- (i) Ceiling Fans
- (j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
- (k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

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3.7 Front Door, Balcony Doors, Windows and Garage Area

- (a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
- (b) Automatic door closers
- (c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
- (d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme.

Special By- Law 3- Minor Renovations

1. Intention

The intention of this By-law is;

- i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- ii. Define what Minor Works may be approved by the committee,
- iii. Provide owners with an application process to have their Minor Works approved,
- iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions

- i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
 - a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
 - b. Renovating any other room within a lot (not including structural works)
 - c. Changing or installing recessed light fittings,
 - d. Installing or replacing wood or other hard floors,
 - e. Installing or replacing wiring or cabling or power or access points,
 - f. Work involving reconfiguring walls,
 - g. Installing or replacing pipes and duct work,
 - h. Installing a rainwater tank,
 - i. Installing a clothesline,
 - j. Installing a reverse cycle split system or ducted air-conditioning system,
 - k. Installing double or triple glazed windows,
 - l. Installing a heat pump or hot water service,
 - m. Installing ceiling, wall or floor insulation,
 - n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
 - o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
 - p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
 - q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

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4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
 - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
 - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- i. Details of how any rubbish and debris will be disposed of during the construction process,
- ii. The estimated duration of the work,
- iii. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
 - ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
 - iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
 - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
- i. The supply of a Dilapidation Report prior to the commencement of the works,
 - ii. The supply of additional expert reports relevant to the proposed works,
 - iii. Payment of a Bond before commencement of the works,
 - iv. Conditions surrounding noise and proposed times of work,
 - v. Provisions for cleaning and removal of debris,
 - vi. Conditions surrounding access to common property for trades, equipment and vehicles.
 - vii. Any other matter relevant to the application.

Special By- Law 4- Pre-Meeting & Electronic Voting

A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting

(i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

(ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

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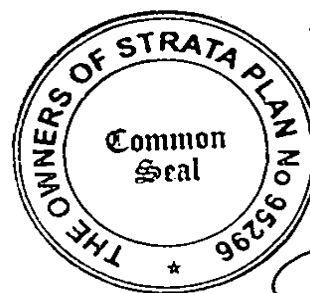
D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
- (ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

Special By- Law 5- Installation of Security and Fly screens

1. The owners of any lot proposing to undertake the installation of security screens to the windows and doors of their lot must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme for approval by the Strata Committee.
2. The style, design and finish of any proposed security screens shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of screen to be notified to the secretary or the strata managing agent will, if approved by the Strata Committee, set the precedent for any other similar installations of security screens that may be proposed elsewhere in the strata scheme;
3. In the event an owner of a lot fails to accede to sub clauses 1 & 2 of this By-Law, then the Owners Corporation may request the removal of the installed security screens.





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ANNEXURE B
By-Laws

Strata Plan 95296

16 CONSTITUTION ROAD RYDE

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 29/01/2018

1 Definitions

1.1 In these by-laws, these terms (in any form) mean:

Air Conditioning System includes air conditioning plant and equipment and air handling units and includes the Cables associated with the Air Conditioning System.

Architectural and Signage Code has the same meaning as in the Management Act.

Approved Building Works means works to a Lot or Common Property which have been approved by the Owners Corporation.

Authority means any Governmental Agency or any statutory, public or other Authority having jurisdiction over the Building.

Barbeque Area means that part of the Common Property comprising the barbeque facilities, tables, benches and adjoining landscaped area being the subject of by-law 8.

Building means the building or buildings constructed within the Parcel.

Building Manager means the person appointed by the Owners Corporation to enter into the Building Management Agreement.

Building Management Agreement means the agreement between the Owners Corporation and Building Manager contemplated by by-law 23.

Building Management Committee means the building management committee established according to the Development Act and the Strata Management Statement.

Building Management Services means the services provided by the Building Manager to the Owners Corporation under the Building Management Agreement including without limitation,

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

Building Works means works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floors and ceilings enclosing a Lot;
- (b) Work involving waterproofing;
- (c) The structure of a Lot;
- (d) The internal walls inside a Lot (for example, a wall dividing 2 rooms on a Lot);

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- (e) Common Property services;
- (f) Services in the Strata Scheme whether or not they are for the exclusive use of a Lot; but excludes:
- (g) Cosmetic works inside a Lot;
- (h) Minor Renovations; and
- (i) Works which an Owner is entitled to carry out under a Common Property Rights By-Law.

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

By-laws means the by-laws in place from time to time for the Strata Scheme.

Cables mean cables, conduits, pipes, wires and ducts.

Car Park Ventilation Operational Services means the provision, operation and maintenance of the control systems that automate the operation of the Car Park Ventilation System in order to manage pollution and ventilation located within in the car park of the Building and the hot water plant room located on the Common Property.

Car Share Spaces means that part of the Common Property noted as "CS" on the strata Plan.

Code means a code made by the Owners Corporation in accordance with by-law 14 (as it may be amended or changed).

Common Property means so much of the Parcel as from time to time is not comprised in any Lot.

Common Property Rights By-laws means a by-law granting an Owner or Owners exclusive use of or special privileges in relation to Common Property accordingly to Division 3, Part 7 of the Management Act.

Cosmetic Works has the same meaning as in the Management Act.

Development Act means the Strata Schemes Development Act 2015 (NSW).

Development Consent means a consent issued under the Environmental Planning and Assessment Act 1979 and includes all amendments and variations to that consent.

Equipment includes plant, machinery, equipment and security devices.

Garbage means any refuse, recyclable material or waste.

Garbage Room means that part of the area in the Building designated for the storing and collection of Garbage.

Governmental Agency means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Lot means a lot in the Strata Plan and otherwise has the meaning given to it by the Development Act.

Management Act means the Strata Schemes Management Act 2015 (NSW).

Managing Agent means the person appointed by the Owners Corporation as its strata managing agent under

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section 49 of the Management Act and if no person is for the time being so appointed, the secretary of the Owners Corporation.

Minor Renovations has the same meaning as in the Management Act.

Occupier means the occupier, lessee or licensee of a Lot.

Original Owner means the registered proprietor of the Lots at the time of registration of the Strata Plan.

Owner means the registered proprietor of a Lot or the mortgagee in possession of a Lot.

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

Parcel means the land comprising the Lots and Common Property the subject of the Strata Scheme.

Restricted Matter means a matter or class of matter determined by the Owners Corporation by way of an ordinary resolution to be a matter or class of matter to be determined by the Owners Corporation in general meeting.

Reticulation Infrastructure means the EEN Reticulation Infrastructure, the Hot Water Reticulation Infrastructure and the Cooker Gas Reticulation Infrastructure, where:

- (a) EEN Reticulation Infrastructure means all electrical infrastructure connecting the electrical embedded network equipment to each Lot;
- (b) Hot Water Reticulation Infrastructure means all hydraulic pipe infrastructure connecting the hot water equipment to each Lot; and
- (c) Cooker Gas Reticulation Infrastructure means all gas and pipe infrastructure through which Cooker Gas is reticulated to each Lot from the natural gas gate meter for each Building, where Cooker Gas means:
 - (i) unmetered natural gas reticulated through a Cooker Gas Reticulation Infrastructure for use in a gas cooker located within a Lot.

Rules means the rules made by the Owners Corporation in accordance with by-law 14 {as they may be amended or changed}.

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

Services include:

- (a) the supply of ventilation, water, gas, electricity {including but not limited to lighting}, air conditioning or heating;
- (b) the provisions of sewerage and drainage;
- (c) transmission by telephone, radio, television, satellite or other means;
- (d) the provision of security systems; and
- (e) Utility Services.

Sign includes any sign, light, advertisement, name, notice, placard and any other similar item, and includes any Sign advertising a Lot for sale or to let.

Strata Committee means the strata committee appointed by the Owners Corporation.

Strata Management Statement means the strata management statement shown on the common property title search of the Strata Plan.

Strata Plan means strata plan comprising the residential apartments known as Crewman Apartments, Shepherds

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Bay, 16 Constitution Road, Ryde, New South Wales.

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

Storage Area means that part of a Lot which is noted as "S" on the Strata Plan.

Utility Contract means a contract, deed or other agreement between a Utility Provider and an Owner or Occupier of a Lot including but not limited to:

- (a) Thermal Services Agreement for the supply of hot water services and cooker gas services to a Lot;
- (b) Electricity Supply Agreement for the supply of electricity retail services and electricity network services (whether as agent of the Owners Corporation, or on the Utility Provider's own behalf) to a Lot;
- (c) an Electricity, Hot Water/Cooker Gas & Carpark Ventilation Operational Services Agreement with the Owners Corporation:
- (i) facilitating entry into Electricity Supply Agreement for the supply of electricity network services and electricity retail services referred to in (b);
- (ii) permitting the Utility Provider to enter into Thermal Services Agreement referred to in (a); and
- (iii) including provision of Carpark Ventilation Operational Services to the Owners Corporation by the Utility Provider.
- (d) any other agreement which the Owners Corporations decides to enter into by ordinary meeting.

The Utility Contracts will also enable the Utility Provider to provide energy procurement, customer connections, billing and collections, customer service and compliance services for the Utility Services and may allow for the provision of electricity retail services by the Utility Provider as an authorised retailer.

Utility Provider means any utility provider which carries the required licence or authorisation at Law (or otherwise legally entitled) to provide the relevant Utility Services.

Utility Services means:

- (a) water services, including but not limited to the supply of wastewater services, drinking water, and recycled water to each Lot and (as applicable) to the Common Property;
- (b) electricity retail services and electricity network services, including but not limited to the supply of electricity to each Lot and (as applicable) to the Common Property; and
- (c) central hot water services and cooker gas services, including but not limited to the supply of such services to each Lot and (as applicable) and the Common Property.

Visitors Car Parking Space means that part of the Common Property noted as "VP" on the strata Plan.

1.2 Undefined words in these by-laws have the same meaning as they do in the Management Act.

1.3 Any reference to:

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

1.4 Headings do not affect the interpretation of the by-laws.

2 Consent of Owners Corporation

2.1 Where a by-law requires the consent of the Owners Corporation, unless stated otherwise in that by-law, the consent may be given by either:

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- (a) the Owners Corporation in ordinary meeting; or
- (b) the Strata Committee at a duly convened meeting of the Strata Committee unless it is a Restricted Matter.

2.2 Consent given by the Owners Corporation under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in ordinary meeting; and
- (b) may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.

2.3 Notwithstanding the provisions of by-law 2.2, where an Owner or Occupier makes an application for the consent of the Owners Corporation to a particular activity and the Owners Corporation has developed a Rule or Code relating to that activity or class of activity, if the activity for which the Owner or Occupier seeks consent is one which is approved by the relevant Rule or Code, the Owners Corporation must not withhold its consent to the application by that Owner or Occupier to the carrying out of that activity.

2.4 Consent given by the Strata Committee under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in ordinary meeting; and
- (b) may be granted or withheld in the absolute discretion of the Strata Committee or be given conditionally.

2.5 Owners and Occupiers must comply with any condition in a consent.

2.6 Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by-law:

- (a) if the Owners Corporation has appointed a Building Manager, that act or activity must be reported to the Building Manager; and
- (b) if the Owners Corporation has not appointed a Building Manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Strata Committee.

3 Behaviour and responsibility on Common Property

3.1 Owners and Occupiers must be adequately clothed when on Common Property.

3.2 Owners and Occupiers must do all that is necessary not to break any Law when on Common Property.

3.3 Owners and Occupiers must not:

- (a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property;
- (b) use language or behave in a manner likely to cause offence or embarrassment to the Occupier of another Lot or to any person lawfully using Common Property;
- (c) obstruct the lawful use of Common Property by any person;
- (d) smoke tobacco or any other substance on the Common Property.
- (e) an Owner or Occupier must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot;
- (f) do anything which is illegal while on Common Property; or
- (g) bring or permit to enter, any heavy article which might cause structural damage to the Building.

3.4 Owners and Occupiers must ensure their children and the children of their visitors:

- (a) are accompanied by a responsible adult if they are playing within the bounds of Common Property; and
- (b) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.

3.5 Owners and Occupiers must ensure their invitees:

- (a) do not make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or

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Common Property;

- (b) do not use language or behave in a manner likely to cause offence or embarrassment to the Occupier of another Lot or to any person lawfully using Common Property;
- (c) do not smoke tobacco or any other substance on the Common Property.
- (d) an Owner or Occupier must ensure that smoke caused by the smoking of tobacco or any other substance by the invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot;
- (e) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;
- (f) do not do anything that they cannot do under the by-laws; and
- (g) are removed from the Building upon refusing to comply with the by-laws.

4 Common Property

4.1 Owners and Occupiers must:

- (a) inform the Owners Corporation of any noticeable defect they notice in the Common Property or personal property vested in the Owners Corporation; and
- (b) have consent from the Owners Corporation under the by-laws if alterations carried out on their Lot affect Common Property.

4.2 Owners and Occupiers must not:

- (a) do anything to damage or deface Common Property;
- (b) interfere with any personal property vested in the Owners Corporation;
- (c) interfere with the operation of any Equipment installed in the Common Property;
- (d) damage any lawn, plant, tree or garden situated on or within Common Property;
- (e) purposely damage or use part of a lawn or garden, a plant or tree for their own purpose;
- (f) place or hang laundry on any part of the Common Property;
- (g) park or stand any motor vehicle, boat or other vehicle on any part of the Common Property; or
- (h) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

4.3 Notwithstanding Section 106 of the Management Act, Owners and Occupiers must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that services their Lot to which the consent of the Owners Corporation has been given under the by-laws.

5 Prevention of damage to Common Property

5.1 Owners and Occupiers must not:

- (a) interfere with the operation of any Equipment installed in the Common Property;
- (b) modify any existing Equipment (whether or not such Equipment is contained wholly within their Lot);
- (c) interfere with Common Property or remove any Common Property placed there by direction of Owners Corporation; or
- (d) without the prior written consent of the Owners Corporation.

6 Occupation and use of Lots

6.1 General

- (a) Owners and Occupiers must:
 - (i) keep their lot clean, tidy and in good repair; and

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- (ii) comply with all Laws affecting their Lot.
- (b) Owners and Occupiers must not:
 - (i) store or use any chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot; and
 - (ii) use or occupy or allow their Lot to be used or occupied:
 - (A) for any unlawful purpose; or
 - (B) for any purpose that may affect, lessen or damage the reputation of the Building.
 - (iii) break any Law whilst on their Lot;
 - (iv) place or hand laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot;
 - (v) keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building;
 - (vi) operate or allow to operate any device or electronic equipment on their Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot;
 - (vii) place, attach or hang from any part of their Lot or the Common Property any aerial or any security device or wires; or
 - (viii) install or operate any intruder alarm in their Lot which permits an audible signal.

6.2 Floor coverings

Owners and Occupiers must ensure the floor space within their Lot is covered or otherwise treated so as to prevent the transmission of noise from such floor space which is likely to disturb the peaceful enjoyment of another Lot (kitchens, bathrooms and laundries excluded).

6.3 Window coverings

- (a) The Owner or Occupier of a Lot must repair, maintain and replace the roller blinds at their own cost
- (b) Owners and Occupiers may not alter, remove or replace the roller blinds installed in their Lot at the time of the registration of the Strata Scheme with a different window treatment (for example, curtains, vertical blinds, shutters or louvres), unless:
 - (i) the replacement of the roller blinds and the colour of the roller blinds are of the same design and colour as the roller blinds installed in their Lot at the time of registration of the Strata Scheme; and
 - (ii) the replacement window treatment has been approved by the Owners Corporation.
- (c) Owners and Occupiers must not tint the windows or glass doors of their Lot with mirror reflective tint.
- (d) Owners and Occupiers must not without the consent of the Owners Corporation:
 - (i) tint the windows or glass door of their Lot with any other type of tint;
 - (ii) attach, erect, install or affix any window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades or sun blinds); or
 - (iii) attach, erect, install or affix any bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in their Lot which is visible from outside the Lot.

6.4 Cleaning windows

- (a) Owners and Occupiers must keep clean all interior surfaces and accessible exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property.
- (b) The Owners Corporation will arrange for the cleaning of all inaccessible exterior glass windows, doors or balustrades.
- (c) An Owner or Occupier must give the Owners Corporation access to their Lot if required for the cleaning of the glass windows, doors or balustrades.
- (d) The cost of the cleaning and maintenance of the glass windows, doors or balustrades which are not Common Property will be charged to the Owner of the Lot and if unpaid by the Owner, may be recovered from that Owner as a debt due and payable to the Owners Corporation.

6.5 Balconies

- (a) Owners and Occupiers must:

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- (i) keep the balconies of their Lot clean, tidy and in good repair; and
- (ii) ensure those parts of the balcony rails and door and window frames which are Common Property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.
- (b) Owners and Occupiers must not:
 - (i) place or hang any item on the balcony of their Lot:
 - (A) which is fixed;
 - (B) which is inconsistent with the use as a balcony; or
 - (C) which is inconsistent with the aesthetics and appearance of the Building.

6.6 Courtyard

- (a) Owners and Occupiers must keep the courtyard of their Lot clean, tidy and in good repair.
- (b) Owners and Occupiers must not:
 - (i) place any item in the courtyard of their Lot, which can be seen from the Common Property;
 - (ii) affix or install any type of sunshade to cover the courtyard, whether it be fixed or removable;
 - (iii) hose down the courtyard of their Lot, so that dirty, rubbish and debris (for example leaves, branches, soil, rubbish) run onto the Common Property. All rubbish and debris must be swept up by the Owner or Occupier of their Lot and disposed of in their garbage bins.
- (c) The Owners Corporation shall be entitled to levy a payment from an Owner of a Lot to compensate it for additional cleaning expensive arising from clause 6.6(bl(iii)). The Owners Corporation may recover as a debt a charge not paid at the end of one month after it becomes due and payable together with interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

6.7 Barbeques

An Owner or Occupier must not place or operate a barbeque on any balconies of a Lot, or in stairwells, lift foyers and the car park forming part of the Common Property or such other parts of the Common Property as the Owners Corporations may designate from time to time, other than the Barbeque Area.

6.8 Car spaces

- (a) Owners and Occupiers must keep the car space of their Lot clean and free from grease.
- (b) Owners and Occupiers must not use their car space for storage purposes.
- (c) Owners and Occupiers may only use their car space for parking motor bicycles, bicycles and motor vehicles (and no other vehicles such as boats or caravans).
- (d) Owners and Occupiers must not enclose their car spaces.

6.9 Storage Area

- (a) An Owner or Occupier must:
 - (i) not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;
 - (ii) not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or any inflammable material;
 - (iii) be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;
 - (iv) ensure that a Storage Area is kept safe, clean, neat, tidy and free of rubbish and vermin;
 - (v) comply with all Laws relating to the storage of items in the Storage Area;
 - (vi) ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and
 - (vii) not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area (including to any fire sprinkles located in the Storage Area)

6.10 Visitors Car Parking Space

- (a) An Owner or Occupier and the Owners Corporation must not:

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- (i) park in Visitors Car Parking Space or permit a Visitors Car Parking Space to be used by any person other than a visitor to a Strata Scheme;
 - (ii) enter into any lease, licence or permit the entry into any lease or licence, for a Visitors Car Parking Space with any person; and
 - (iii) impose timed parking fees, or permit the imposition of timed parking fee, on the use of a Visitor Car Parking Space.
- (b) Visitors to the Strata Scheme must not park in the Visitor Car Parking Space for a continuous period of time exceeding 12 hours without the Owners Corporation consent.

6.11 Car Share Space

An Owner or Occupier and the Owners Corporation must not:

- (a) park in Car Share Spaces or permit a Car Share Space to be used by any person including visitors;
- (b) enter into any lease, licence or permit the entry into any lease or licence, for a Car Share Space with any person; and
- (c) impose timed parking fees, or permit the imposition of timed parking fee, on the use of a Car Share Space.

6.12 Parking on Common Property

Subject to these by-laws, an Owner or Occupier must not park a motor vehicle on Common Property without the prior consent of the Owners Corporation.

7 Car Wash Bay

7.1 Owners or Occupiers of a Lot will have the right to use to car wash bay for the purposes of washing and cleaning motor vehicles, motor cycles and bicycles.

7.2 Owners or Occupiers must not park or stand a vehicle in the car wash bay for an extended or prolonged period of time.

8 Barbeque Area

8.1 The following terms and conditions apply to the use of by Owners and Occupiers of the Barbeque Area:

- (a) the Barbeque Area and other common areas may be used during the hours set by the Owners Corporation (which maybe varied by the Owners Corporation from time to time);
- (b) children under the age of 15 years of age must be accompanied and supervised by an adult exercising effective control over the child;
- (c) the Barbeque Areas must be left in a clean and tidy condition and all rubbish removed after use;
- (d) no excessive noise is permitted in the Barbeque Area;
- (e) no smoke or odour to emit from a Barbeque Area does not penetrate from the Common Property or any other Lot.
- (f) an owner or occupier of a lot must accompany any Permitted Person when using the Barbeque Area;
- (g) glass objects, drinking glasses and sharp objects are not permitted in the Barbeque Area;
- (h) items of equipment and furniture in the Barbeque Area must be used for its purpose and not be damaged or removed from the Barbeque Area except with the approval of the Owners Corporation; and
- (i) riding a scooter, skateboard, rollerblades or similar equipment is not permitted in the Barbeque Area or in the basement carpark.

8.2 Rules

- (a) The Owners Corporation may from time to time make rules regarding the use of the Barbeque Area.
- (b) Owners and Occupiers must comply with any rules made by the Owners Corporation under by-law 8.2(a).

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8.3 Cleaning up spills

(a) An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material which is caused by that Owner or Occupier.

(b) If an Owner or Occupier does not comply with by-law 8.3(a), the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

8.4 Maintenance of Barbeque Area

(a) The Owners Corporation is responsible for the control, management, operation, maintenance and repair of the Barbeque Area.

(b) An owner or occupier must:

(i) give notice to the Owners Corporation of any damage to or defect in the Barbeque Area immediately after an owner or occupier becomes aware of any such damage or defect; and

(ii) only use or enjoy the Barbeque Area in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Barbeque Area by another owner or occupier

8.5 An owner or occupier must

(a) not interfere with or damage the Barbeque Area; and

(b) compensate the Owners Corporation for any damage caused to the Barbeque Area whilst that owner or occupier (or any guest or invitees in the Barbeque Area with the consent of the owner or occupier) uses the Barbeque Area.

8.6 No Commercial activity without consent

(a) An Owner or Occupier must not carry out or permit to carry out any commercial activity from their Lot without the prior consent of the Owners Corporation.

(b) In giving its consent, the Owners Corporation may impose any conditions it consider appropriate in the circumstances.

9 Alterations or work to lots

9.1 The consent of the Owners Corporation must be obtained if an Owner or Occupier wishes to:

(a) make alterations to, additions to, remove, repair or replace:

(i) any part of the Common Property near or within their Lot (such as Common Property walls, Common Property windows and doors, Common Property floor and ceilings);

(ii) the structure of their Lot;

(iii) the internal walls inside their Lot (such as dividing walls even though they may not be Common Property);

(iv) the balcony attached to their Lot (such as enclosing it or erecting some permanent structure on it (this does not include plants and furniture));

(b) install any bars, screens, grilles or other safety devices to the exterior or any windows or doors of their Lot; or

(c) install, place or leave anything on the car space of their Lot which is not a motor vehicle.

9.2 Owners and Occupiers of Lots must not commence to carry out any Approved Building Works to their Lot, any other Lot or the Common Property:

(a) unless the Owners Corporation has approved the plans and specifications for the works;

(b) they have procured all relevant consents from the relevant Authorities;

(c) if applicable, they have in place all relevant insurances and have given a copy of the policy and the certificate of currency to the Owners Corporation; and

(d) if applicable, they have provided to the Owners Corporation all reports and other information requested by the Owners Corporation in connection with the works.

9.3 When carrying out Approved Building Works in connection with a Lot the Owner and Occupier of the Lot must:

(a) comply with the reasonable requirements of the Owners Corporation and the consent from the Owners

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Corporation;

- (b) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;
- (c) ensure the works are carried out in a proper and workmanlike manner;
- (d) use only qualified and where appropriate, licensed tradesmen; ensure the works are carried out without undue delay;
- (e) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (f) cause as little disturbance as is practicable to other Owners and Occupiers;
- (g) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (h) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
- (i) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and
- (j) ensure the works are installed wholly within the boundaries of their Lot.

9.4 On completion of Approved Building Works in connection with a Lot, the Owner and Occupier of the Lot must:

- (a) ensure all rubbish and debris caused by the works is removed from the Building;
- (b) ensure the Common Property is left clean and tidy; and
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.

9.5 Each Owner and Occupier must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

10 Security and Security Keys

10.1 If it considers it necessary, the Owners Corporation may:

- (a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
- (b) exclude your access to any part of the Common Property as a means of monitoring the security of the Building; and
- (c) restrict by means of Security Key your access to one level of the Building to any other level.

10.2 Owners and Occupiers must not do or permit anything which may prejudice the security or safety of the Building.

10.3 Owners and Occupiers must close all security doors and gates when they pass through them.

10.4 If the Owners Corporation restricts access under by-law 10.1, the Owners Corporation may make available to Owners and Occupiers free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.

10.5 The Owners Corporation may charge Owners and Occupiers a fee or a bond for any additional or extra Security Key they may require.

10.6 Owners and Occupiers must exercise great care in making a Security Key available for users of their Lot.

10.7 Owners and Occupiers must take all reasonable steps to ensure return of the Security Key to the Owner or the Owners Corporation.

10.8 Owners and Occupiers must not duplicate or permit a Security Key to be duplicated and must take all

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reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.

10.9 Owners and Occupiers must promptly notify the Owners Corporation if a Security Key is lost or destroyed.

10.10 The Owners Corporation has the power to re-code Security Keys and to require Owners and Occupiers to return their Security Keys to have them re-coded.

10.11 The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, Owners and Occupiers must deal with that party and pay the fee or bond that party may require for Security Keys.

11 Compensation to Owners Corporation

11.1 Owners and Occupiers must compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by them or any of their invitees.

11.2 Owners and Occupiers must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the By laws by them or anyone under their control.

12 Garbage

12.1 Owners and Occupiers may only dispose of Garbage in the manner provided by this by-law.

12.2 Garbage that is not recyclable must be:

- (a) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and
- (b) placed in the garbage receptacles in the Garbage Room.

12.3 Garbage that is recyclable material must be:

- (a) separated from Garbage that is not recyclable;
- (b) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);
- (c) in the case of bottles, completely drained; and
- (d) placed in the relevant recyclable bins in the Garbage Room.

12.4 Owners and Occupiers must:

- (a) promptly remove any Garbage that may have been spilled; and
- (b) promptly clean the area on which the Garbage has been spilled.

12.5 Owners and Occupiers must not:

- (a) place or leave Garbage anywhere on the Common Property other than:
 - (i) in the case of Garbage that is not recyclable, in the chutes contained in the Garbage Closets on the floor of the Building in which their Lot is located; and
 - (ii) in the case of recyclable Garbage, in the relevant receptacle in the Garbage Room;
- (b) place or leave any item of recyclable Garbage in any receptacle in the Garbage Room other than the receptacle marked for that particular kind of recyclable Garbage; or
- (c) enter the Garbage Room or place or leave Garbage in the Garbage Room.

12.6 The Owners Corporation must ensure that:

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- (a) the Garbage Room is cleaned and appropriately maintained and kept in a safe state at all times; and
- (b) ensure that Garbage receptacles and recyclable Garbage receptacles are put out for collection between 4.00pm and 7.00pm the day prior to collection and, on the day of collection, being the day following, returned to the Garbage Room by 12.00 noon.

13 Animals

13.1 Owners and Occupiers may keep one small domestic pet such as a cat or dog, or fish in an aquarium in their Lot subject to the following conditions:

- (a) Owners and Occupiers must keep the animal within the Lot.
- (b) Owners and Occupiers must carry their cat or dog while on Common Property and must ensure that the cat or dog is leashed in the vicinity of the Building.
- (c) Owners and Occupiers must take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the animal.
- (d) Owners and Occupiers may not keep any breed of dog in their Lot which has been declared by the local council as a Dangerous Dog or a Restricted Dog.

13.2 Owners and Occupiers may not keep any other animal or bird on their Lot without the prior consent of the Strata Committee, such consent not to be unreasonably withheld. If the Owners Corporation grants consent for the keeping of the animal or bird, the Owners Corporation may impose conditions on its consent.

13.3 The consent of the Strata Committee is not required for the keeping of an assistance animal on the Lot. However if required to do so by the Owners Corporation, the Owner or Occupier of the assistance animal must provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 (Cth).

14 Rules and Codes

14.1 The Owners Corporation may make Rules and Codes relating to matters associated with:

- (a) the use and management of the Building (including facilities in the Building such as the Barbeque Area);
- (b) the security and control of the Building;
- (c) the manner of treating windows and glass doors of Lots such as the type and colour of window treatment which is permitted);
- (d) the type of bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in Lots;
- (e) the manner of enclosing car spaces;
- (f) the appearance of Lots;
- (g) the appearance of the Building;
- (h) the type of furniture and other items which are prohibited from being placed on balconies;
- (i) the type of Signs;
- (j) the entering and existing of vehicles from the car park in the Building; or
- (k) any other matter determined by the Owners Corporation.

14.2 The Owners Corporation may amend or replace any Rule or Code.

14.3 Owners and Occupiers are bound by the Rules and the Codes.

14.4 The Owners Corporation must display any new or amended Rule or Code on the notice board of the Building for at least 7 days, or send a copy to each Owner.

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14.5 If the Owner is not the Occupier, the Owner must send a copy of the Rules or Code to the Occupier within 7 days of receiving a copy from the Owners Corporation.

15 Provision of Amenities or Services

15.1 The Owners Corporation may determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:

- (a) window cleaning;
- (b) Garbage disposal and recycling services;
- (c) Electricity, water or gas supply; and
- (d) Telecommunication services (for example, cable television).

15.2 If the Owners Corporation makes a resolution referred to in by-law 13.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

16 Insurance Premiums

16.1 Unless there is prior written consent of the Owners Corporation, Owners and Occupiers may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

16.2 Consent under by-law 16.1 allows the Owners Corporation to require an Owner to reimburse the Owners Corporation for the higher premiums.

16.3 Owners and Occupiers must immediately notify the Owners Corporation of any activity carried out or intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.

16.4 Owners are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on that Owner's Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

17 Signs

17.1 Unless there is prior written consent of the Owners Corporation, Owners and Occupiers must not attach, erect or exhibit any Sign to or on any part of the Common Property or any part of their Lot which is visible from outside their Lot.

17.2 The provisions of this by-law:

- (a) do not bind the Original Owner; and
- (b) do not apply to Signs erected by the Building Manager indicating the location of its office or advertising its services.

18 False Fire Alarms

18.1 An Owner shall be liable to compensate the Owners Corporation in respect of any false alarm charge where

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the false alarm is established to the satisfaction of the Fire and Rescue NSW or a fire monitoring contractor engaged by the Owners Corporation, to have originated from a particular Lot, where that false alarm was triggered by negligence or carelessness by the Owner or Occupier or an invitee of that Lot.

18.2 The Owners Corporation shall be entitled to levy a payment from an Owner of a Lot to compensate it for false fire alarm charges in accordance with this clause. The Owners Corporation may recover as a debt a charge not paid at the end of one month after it becomes due and payable together with interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

19 Moving and Delivering

19.1 This by-law relates to moving in and out of the Building, taking delivery of items in the Building and moving large or heavy items through the Common Property.

19.2 Such items may only be moved through the Common Property or taken delivery of, in accordance with the requirements and Rules of the Owners Corporation

19.3 Owners and Occupiers must not do any damage to the Common Property, or must immediately make good any such damage they have caused to their Lot.

19.4 If the Owners Corporation has appointed a Building Manager, Owners and Occupiers must comply with his requirements.

20 Complaints and Applications

20.1 Any complaint or application to the Owners Corporation or the Strata Committee must be addressed in writing to the party nominated from time to time by the Owners Corporation to accept that complaint or application.

20.2 If the Owners Corporation has not made a nomination, then complaints and applications must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Strata Committee.

21 Lease or licence of Lots

21.1 This by-law applies to Lots that are leased or licensed or otherwise occupied by a party other than the Owner.

21.2 If an Owner of a Lot has leased or licensed that Lot, the Owner of the Lot:

(a) must ensure the Occupiers have a copy of the most recent version of the by-laws, and any amendments or changes from time to time of the by-laws;

(b) must ensure the Occupiers comply with the by-laws;

(c) must act promptly to comply with any reasonable notice the Owner may receive from the Owners Corporation, the Strata Committee, the Managing Agent and the Building Manager (if any) about the Occupiers; and

(d) must take all action available to ensure the Occupiers comply with the by-laws and any reasonable notice the Owner receives from the Owners Corporation.

21.3 If an Owner of a Lot has leased or licensed that Lot, the Occupier of the Lot:

(a) must comply with the by-laws; and

(b) must promptly comply with any notice it receives from the Owners Corporation, the Strata Committee, the Managing Agent and the Building Manager (if any).

21.4 An Owner, occupier or tenant of a Lot must not lease, sub-lease or allow any person other than another owner or tenant to use the car space/s of the Lot.

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22 Provision of Utility Contract

22.1 The Owners Corporation must resolve to vote in favour of any motion in connection with the entering into of any Utility Contract in relation to the Building or Lot.

22.2 The Owners Corporation may do all things which are necessary or convenient to enable or facilitate the performance of a Utility Contract and the matters contemplated by a Utility Contract.

22.3 Owners and Occupiers must not:

- (a) interfere with or obstruct a Utility Provider from providing Utility Services; and
- (b) interfere with or obstruct a Utility Provider from using any part of the Common Property in providing Utility Services.

22.4 The Owners Corporation has the power to terminate the arrangements or agreements with the Utility Provider in accordance with the Utility Contract in the following circumstances:

- (a) if doing so does not interfere with the provisions of that Utility Services to an Owner or Occupier who have entered into an agreement with the Utility Provider for the supply of the Utility Services to their Lot; or
- (b) reasonable notice has been given to an Owner or Occupier who may be affected by the termination of the arrangement or agreement with the Utility Provider.

22.5 Subject to the Strata Management Statement, the Owners Corporation is responsible for the operation and maintenance of the Reticulation Infrastructure.

23 Building Management Agreement

23.1 The Owners Corporation may:

- (a) appoint the Building Manager to provide the Building Management Services; and
- (b) enter into the Building Management Agreement referred to in by-law 23.2 to provide those services.

23.2 If the Owners Corporation determines to appoint a Building Manager, and the Building Management Committee has appointed a building manager, then the Owners Corporation must appoint the same Building Manager as the person appointed by the Building Management Committee.

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

23.4 The Building Management Agreement may contain the following provisions:

- (a) provide for remuneration to the Building Manager of an annual fee to be agreed between the Owners Corporation and the Building Manager; and
- (b) provide for the annual fee to be reviewed annually in accordance with the Consumer Price Index.

23.5 The agreement may include provisions about:

- (a) the manner in which the Building Manager must carry out the Building Management Services;
- (b) the manner in which employees and contractors are to be engaged;
- (c) the manner in which the Building Manager may be reimbursed for expenses; and
- (d) the manner in which the agreement may be assigned.

24 Obstruction of the Building Manager

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24.1 Owners and Occupiers must not:

- (a) interfere with or obstruct the Building Manager from providing the services contemplated by the Building Manager Agreement; and
- (b) interfere with or obstruct the Building Manager from using any part of the Common Property in providing the services contemplated by the Building Manager Agreement.

25 Common Property rights by law in connection with the Air Conditioning System

25.1 This is an exclusive use and special privilege by-law made in accordance with section 143 of the Management Act. This by-law may only be amended so far as it relates to a Lot by a special resolution of the Owners Corporation and with the written consent of the Owner of the Lot.

25.2 The Owner and Occupier of a Lot has the exclusive use of the Air Conditioning System contained within their Lot and must clean, maintain, repair and replace the Air Conditioning System contained within or servicing their Lot at their own cost.

25.3 The Owners Corporation may resolve to undertake the responsibility of cleaning, repairing, maintaining and replacing the Air Conditioning System in each Lot at the cost of the Owner of the Lot. If unpaid, the Owners Corporation may recover this cost as a debt due and payable by the Owner to the Owners Corporation.

25.4 Owners and Occupiers of a Lot must comply with all requirements of government agencies or statutory authorities in relation to the use of their air conditioning equipment.

26 Common Property rights by law in connection with the video intercom system

26.1 This is an exclusive use and special privilege by-law made in accordance with section 143 of the Management Act. This by-law may only be amended so far as it relates to a Lot by a special resolution of the Owners Corporation and with the written consent of the Owner of the Lot.

26.2 The Owner and Occupier of a Lot has the exclusive use of all the video intercom security equipment contained within the Lot. The Owners Corporation will maintain, repair and replace the intercom security equipment in the Lot at the cost of the Owner and if unpaid, the Owners Corporation may recover that cost as a debt due and payable to the Owners Corporation.

27 Common Property rights by law in connection with the planter boxes

27.1 This is an exclusive use and special privilege by-law made in accordance with section 143 of the Management Act. This by-law may only be amended so far as it relates to a Lot by a special resolution of the Owners Corporation and with the written consent of the Owner of the Lot.

27.2 The Owner and Occupier of a Lot has the exclusive use of the planter box contained within the Lot. The Owners Corporation will maintain, repair and replace the planter box in the Lot at the cost of the Owner and if unpaid, the Owners Corporation may recover that cost as a debt due and payable to the Owners Corporation.

28 Common Property rights by law in connection with the fence

28.1 This is an exclusive use and special privilege by-law made in accordance with section 143 of the Management

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Act. This by-law may only be amended so far as it relates to a Lot by a special resolution of the Owners Corporation and with the written consent of the Owner of the Lot.

28.2 The Owner and Occupier of a Lot has the exclusive use of the fence surrounding their Lot and must clean, maintain, repair and replace the fence surrounding their Lot at their own cost.

28.3 The Owners Corporation may resolve to undertake the responsibility of cleaning, repairing, maintaining and replacing the fence on each Lot at the cost of the Owner of the Lot. If unpaid, the Owners Corporation may recover this cost as a debt due and payable by the Owner to the Owners Corporation.

28.4 Owners and Occupiers of a Lot must comply with all requirements of government agencies or statutory authorities in relation to the use of the fence.

29 Access

29.1 The Owners Corporation and the Building Manager may by each of their respective agents, employees or contractors with or without tools and materials, enter, have access to and go through a Lot or any part of a Lot for the purposes of:

- (a) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;
- (b) carrying out work required to be carried out by the Owners Corporation by a notice served on it by any public authority; and
- (c) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act.

29.2 Owners and Occupiers must not obstruct or hinder the Owners Corporation in the exercise of its functions under this by-law.

29.3 In order for the Owners Corporation to undertake its functions in this by-law, the Owners and Occupiers of Lots must permit the Owners Corporation and the Building Manager to temporarily store any necessary equipment or material on the Lot.

30 Architectural Code

30.1 The Owners Corporation may set Architectural and Signage Code to be applied in the Building. These standards may include (but will not be limited to) provisions relating to:

- (a) the colour scheme for the Building;
- (b) the colour and quality of any blinds or curtains visible from outside each Lot;
- (c) procedures for carrying out building works to a Lot, and
- (d) the dimensions, measurements and location of permitted Signs.

30.2 An owner or occupier of a Lot must comply with the Architectural and Signage Code.

31 Compliance with planning and other requirements:

31.1 The Owner or Occupier of a Lot must ensure that the Lot is not:

- (a) used for any purpose that is prohibited by law; or
- (b) occupied by more persons than are allowed by law to occupy the lot.

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

1 Absolution of Appliance Maintenance

Registration Date: 04/04/2018

1. Pursuant to section 106 (3) of the Strata Schemes Management Act 2015, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any appliance that is designed only to service a single lot within the strata scheme, regardless of whether any portion of the appliance, (including motor, compressor, cabling, pipe, mounting, ducting or other pertinent fixture of the appliance) is located on or within common property or lot property.

2. The type of appliances referred to in this By-law shall include, but not be limited to;

- (i) Bathroom & Kitchen Exhaust Fans
- (ii) Light Fittings and Down lights
- (iii) Air-Conditioning Apparatus
- (iv) Alarm Systems
- (v) Individual Garage Door Motors
- (vi) Hot Water Heaters servicing only one lot

2 Absolution of Maintenance Lot Fittings & Fixtures

Registration Date: 04/04/2018

PART 1 - Introduction and Intent

(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106 of the Act.

(c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.

(d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.

Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

(e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions

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

- (a) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment
- (b) Lot means any lot in the strata plan
- (c) Owner means the owner of the Lot
- (d) Owners Corporation means the owners corporation created by the registration of strata plan 95296
- (e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan
- (f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

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

- (a) the singular includes plural and vice versa;

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

PART 3 - Terms and Conditions

In accordance with section 106 of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

- (a) All Cornices
- (b) All Skirting Boards
- (c) All Architraves and Internal Door Jams
- (d) Wall tiles wherever located, including kitchen, bathroom and laundries
- (e) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (f) False Ceilings
- (g) Mezzanines, Stairs and Handrails
- (h) All paintwork and wall paper
- (i) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) Shower screens
- (c) Bathtub, including internal floor waste and drainage pipes
- (d) Sinks and hand basins including internal drainage pipes,
- (e) Cabinets and mirrors
- (f) Toilet pan, including cistern and internal waste pipes
- (g) All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas

All Kitchen fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) All internal waste and drainage pipes, including connection to the common stack
- (c) Bench tops
- (d) Sinks and insinkers
- (e) Ovens, Stoves and Cook Tops
- (f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings

- (a) All carpet within the lot
- (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (c) All Floor boards, whether floating or fixed
- (d) All parquet, linoleum, vinyl and cork tiles wherever located

3.5 Balcony/Courtyard Areas

- (a) All tiles, pavers and decking
- (b) All stairs and handrails within the balcony or courtyard area
- (c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
- (d) All plants and grassed areas within the balcony or courtyard
- (e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- (f) Fences that divide two lots
- (g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

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3.6 Electrical Fittings & Appliances

- (a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (b) All electrical sockets and wall plates
- (c) Electrical main and sub-main that services only one lot including fuses wherever located
- (d) Smoke Detectors that only service one lot
- (e) Alarm Systems that only service one lot
- (f) Individual Garage Door Motors
- (g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
- (h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
- (i) Ceiling Fans
- (j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
- (k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area

- (a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
- (b) Automatic door closers
- (c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
- (d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme.

3 Minor Renovations

Registration Date: 04/04/2018

1. Intention

The intention of this By-law is;

- i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- ii. Define what Minor Works may be approved by the committee,
- iii. Provide owners with an application process to have their Minor Works approved,
- iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions

- i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
 - a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
 - b. Renovating any other room within a lot (not including structural works)
 - c. Changing or installing recessed light fittings,
 - d. Installing or replacing wood or other hard floors,
 - e. Installing or replacing wiring or cabling or power or access points,
 - f. Work involving reconfiguring walls,
 - g. Installing or replacing pipes and duct work,
 - h. Installing a rainwater tank,

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- i. Installing a clothesline,
- j. Installing a reverse cycle split system or ducted air-conditioning system,
- k. Installing double or triple glazed windows,
- l. Installing a heat pump or hot water service,
- m. Installing ceiling, wall or floor insulation,
- n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
- o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
- p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
- q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
 - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
 - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
 - i. Details of how any rubbish and debris will be disposed of during the construction process,
 - ii. The estimated duration of the work,
 - iii. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant

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to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
 - ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
 - iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
 - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
- i. The supply of a Dilapidation Report prior to the commencement of the works,
 - ii. The supply of additional expert reports relevant to the proposed works,
 - iii. Payment of a Bond before commencement of the works,
 - iv. Conditions surrounding noise and proposed times of work,
 - v. Provisions for cleaning and removal of debris,
 - vi. Conditions surrounding access to common property for trades, equipment and vehicles.
 - vii. Any other matter relevant to the application.

4 Pre-Meeting & Electronic Voting

Registration Date: 04/04/2018

A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting

- (i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
- (ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

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D) Compliance and Capability

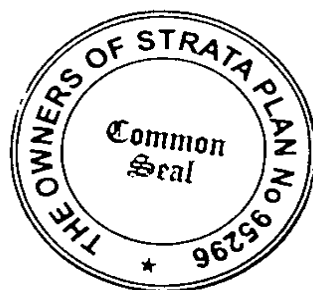
Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
- (ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

5 Installation of Security and Fly screens

Registration Date: 14/08/2018

1. The owners of any lot proposing to undertake the installation of security screens to the windows and doors of their lot must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme for approval by the Strata Committee.
2. The style, design and finish of any proposed security screens shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of screen to be notified to the secretary or the strata managing agent will, if approved by the Strata Committee, set the precedent for any other similar installations of security screens that may be proposed elsewhere in the strata scheme;
3. In the event an owner of a lot fails to accede to sub clauses 1 & 2 of this By-Law, then the Owners Corporation may request the removal of the installed security screens.



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Approved Form 10

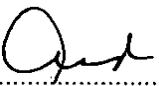
Certificate re Initial Period

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 95296 was affixed 14 August 2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: 

Name: Anita Dalag of Netstrata

Authority: Appointed Managing Agent



ePlan

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

Lengths are in metres

Sheet 1 of 4 Sheets

Plan **DP1234569**

Plan of easements over Lots 1 & 2 in DP 1229776

Name and address of Owner

Holdmark Enterprises Pty Ltd ABN 92 139 585 998
Suite 2, 2 Giffnock Avenue
Macquarie Park NSW 2113

357 HPG Pty Ltd ABN 59 133 364 084
Suite 2, 2 Giffnock Avenue
Macquarie Park NSW 2113

AIT Investment Group Pty Ltd ACN 155 474 678
Suite 2, 2 Giffnock Avenue
Macquarie Park NSW 2113

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for electricity purposes 4.24 and 4.09 wide	1/1229776 & 2/1229776	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for electricity purposes (Vide G710840)	3/1229776	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385



Lengths are in metres

Sheet 2 of 4 Sheets

Plan **DP1234569**

Plan of easements over Lots 1 & 2 in DP 1229776

Part 2 (Terms)

1. Terms of easement for electricity purposes 4.24 and 4.09 wide numbered 1 in the plan

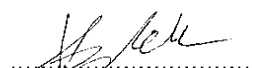
An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

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

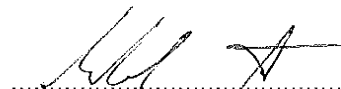
Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

Signed by Alpha Distribution Ministerial Holding Corporation

Signed, sealed and delivered for and on)
behalf of **Alpha Distribution Ministerial**)
Holding Corporation ABN)
67 505 387 385 in the presence of:)



Signature of Witness



Signature of Agent for Rob Whitfield, NSW
Treasury Secretary (NSW Treasurer's delegate
under delegation dated 24 November 2015), on
behalf of Alpha Distribution Ministerial Holding
Corporation

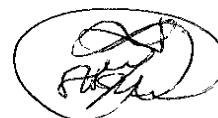
KEVIN PEK

Print name of Witness

52 MARTIN PLACE
126 Phillip Street Sydney NSW 2000

RICHARD DENT

Name of Agent in full



Lengths are in metres

Sheet 3 of 4 Sheets

Plan **DP1234569**

Plan of easements over Lots 1 & 2 in DP 1229776

Signed by the registered proprietor

Signed by **Holdmark
Enterprises Pty Ltd ABN
92 139 585 998**
pursuant to s127
Corporations Act 2001



sign

SOLE DIRECTOR/SECRETARY

office (director or secretary)

SARKIS NASSIF

full name

Signed by **357 HPG Pty
Ltd ABN 59 133 364 084**
pursuant to s127
Corporations Act 2001



sign

SOLE DIRECTOR/SECRETARY

office (director or secretary)

SARKIS NASSIF

full name

Signed by **AIT Investment
Group Pty Ltd ACN 155
474 678** pursuant to s127
Corporations Act 2001



sign

SOLE DIRECTOR/SECRETARY

office (director or secretary)

SARKIS NASSIF

full name

Lengths are in metres

Sheet 4 of 4 Sheets

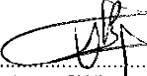
Plan **DP1234569**

Plan of easements over Lots 1 & 2 in DP 1229776

Signed by the Mortgagee

I certify that the person(s) signing
opposite, with whom I am
personally acquainted or as to
whose identity I am otherwise
satisfied, signed this instrument in
my presence.

Certified correct for the purposes of the Real
Property Act 1900 by the person(s) named
below who signed this instrument pursuant to
the power of attorney specified


.....
Signature of Witness
CAROLINE SHEN
Associate
.....
Print name of Witness **NAB Corporate Property NSW**


.....
Signature of Attorney
RACHEL TWEEDY
Associate Director
.....
Name of Attorney **NAB Corporate Property NSW**

Address of Witness **Level 22, 255 George Street**
Sydney

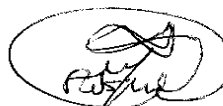
Attorney's position

Signing on behalf of: **NATIONAL AUSTRALIA BANK**

ABN **12 007 044 937**

Power of attorney - Book: **4512**

- No: **39**



REGISTERED



13.9.2017

Lodger Details

Lodger Code 506206G
Name SARVAAS CIAPPARA LAWYERS
Address L 7, SE 702, 65 YORK ST
SYDNEY 2000
Lodger Box 1W
Email CIAPPARA@SCLAW.COM.AU
Reference 2245420

Land Registry Document Identification

AU394478

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/SP95296	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP95296
Other legal entity

Meeting Date

25/08/2024

Added by-law No.

Details Special By-law 8 - Works Lot 220 starting from Page 49 of 50.

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. SP95296
Signer Name TISHA CHAN
Signer Organisation PARTNERS OF SARVAAS CIAPPARA LAWYERS
Signer Role PRACTITIONER CERTIFIER
Execution Date 05/09/2024

ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 95296

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 29/01/2018

1 Definitions

1.1 In these by-laws, these terms (in any form) mean:

Air Conditioning System includes air conditioning plant and equipment and air handling units and includes the Cables associated with the Air Conditioning System.

Architectural and Signage Code has the same meaning as in the Management Act.

Approved Building Works means works to a Lot or Common Property which have been approved by the Owners Corporation.

Authority means any Governmental Agency or any statutory, public or other Authority having jurisdiction over the Building.

Barbeque Area means that part of the Common Property comprising the barbeque facilitates, tables, benches and adjoining landscaped area being the subject of by-law 8.

Building means the building or buildings constructed within the Parcel.

Building Manager means the person appointed by the Owners Corporation to enter into the Building Management Agreement.

Building Management Agreement means the agreement between the Owners Corporation and Building Manager contemplated by by-law 23.

Building Management Committee means the building management committee established according to the Development Act and the Strata Management Statement.

Building Management Services means the services provided by the Building Manager to the Owners Corporation under the Building Management Agreement including without limitation,

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

Building Works means works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floors and ceilings enclosing a Lot;
- (b) Work involving waterproofing;
- (c) The structure of a Lot;
- (d) The internal walls inside a Lot (for example, a wall dividing 2 rooms on a Lot);

- (e) Common Property services;
- (f) Services in the Strata Scheme whether or not they are for the exclusive use of a Lot; but excludes:
- (g) Cosmetic works inside a Lot;
- (h) Minor Renovations; and
- (i) Works which an Owner is entitled to carry out under a Common Property Rights By-Law.

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

By-laws means the by-laws in place from time to time for the Strata Scheme.

Cables mean cables, conduits, pipes, wires and ducts.

Car Park Ventilation Operational Services means the provision, operation and maintenance of the control systems that automate the operation of the Car Park Ventilation System in order to manage pollution and ventilation located within in the car park of the Building and the hot water plant room located on the Common Property.

Car Share Spaces means that part of the Common Property noted as "CS" on the strata Plan.

Code means a code made by the Owners Corporation in accordance with by-law 14 (as it may be amended or changed).

Common Property means so much of the Parcel as from time to time is not comprised in any Lot.

Common Property Rights By-laws means a by-law granting an Owner or Owners exclusive use of or special privileges in relation to Common Property accordingly to Division 3, Part 7 of the Management Act.

Cosmetic Works has the same meaning as in the Management Act.

Development Act means the Strata Schemes Development Act 2015 (NSW).

Development Consent means a consent issued under the Environmental Planning and Assessment Act 1979 and includes all amendments and variations to that consent.

Equipment includes plant, machinery, equipment and security devices.

Garbage means any refuse, recyclable material or waste.

Garbage Room means that part of the area in the Building designated for the storing and collection of Garbage.

Governmental Agency means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Lot means a lot in the Strata Plan and otherwise has the meaning given to it by the Development Act.

Management Act means the Strata Schemes Management Act 2015 (NSW).

Managing Agent means the person appointed by the Owners Corporation as its strata managing agent under

section 49 of the Management Act and if no person is for the time being so appointed, the secretary of the Owners Corporation.

Minor Renovations has the same meaning as in the Management Act.

Occupier means the occupier, lessee or licensee of a Lot.

Original Owner means the registered proprietor of the Lots at the time of registration of the Strata Plan.

Owner means the registered proprietor of a Lot or the mortgagee in possession of a Lot.

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

Parcel means the land comprising the Lots and Common Property the subject of the Strata Scheme.

Restricted Matter means a matter or class of matter determined by the Owners Corporation by way of an ordinary resolution to be a matter or class of matter to be determined by the Owners Corporation in general meeting.

Reticulation Infrastructure means the EEN Reticulation Infrastructure, the Hot Water Reticulation Infrastructure and the Cooker Gas Reticulation Infrastructure, where:

- (a) EEN Reticulation Infrastructure means all electrical infrastructure connecting the electrical embedded network equipment to each Lot;
- (b) Hot Water Reticulation Infrastructure means all hydraulic pipe infrastructure connecting the hot water equipment to each Lot; and
- (c) Cooker Gas Reticulation Infrastructure means all gas and pipe infrastructure through which Cooker Gas is reticulated to each Lot from the natural gas gate meter for each Building, where Cooker Gas means:
 - (i) unmetered natural gas reticulated through a Cooker Gas Reticulation Infrastructure for use in a gas cooker located within a Lot.

Rules means the rules made by the Owners Corporation in accordance with by-law 14 (as they may be amended or changed).

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

Services include:

- (a) the supply of ventilation, water, gas, electricity (including but not limited to lighting), air conditioning or heating;
- (b) the provisions of sewerage and drainage;
- (c) transmission by telephone, radio, television, satellite or other means;
- (d) the provision of security systems; and
- (e) Utility Services.

Sign includes any sign, light, advertisement, name, notice, placard and any other similar item, and includes any Sign advertising a Lot for sale or to let.

Strata Committee means the strata committee appointed by the Owners Corporation.

Strata Management Statement means the strata management statement shown on the common property title search of the Strata Plan.

Strata Plan means strata plan comprising the residential apartments known as Crewman Apartments, Shepherds

Bay, 16 Constitution Road, Ryde, New South Wales.

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

Storage Area means that part of a Lot which is noted as "S" on the Strata Plan.

Utility Contract means a contract, deed or other agreement between a Utility Provider and an Owner or Occupier of a Lot including but not limited to:

- (a) Thermal Services Agreement for the supply of hot water services and cooker gas services to a Lot;
- (b) Electricity Supply Agreement for the supply of electricity retail services and electricity network services (whether as agent of the Owners Corporation, or on the Utility Provider's own behalf) to a Lot;
- (c) an Electricity, Hot Water/Cooker Gas & Carpark Ventilation Operational Services Agreement with the Owners Corporation;
- (i) facilitating entry into Electricity Supply Agreement for the supply of electricity network services and electricity retail services referred to in (b);
- (ii) permitting the Utility Provider to enter into Thermal Services Agreement referred to in (a); and
- (iii) including provision of Carpark Ventilation Operational Services to the Owners Corporation by the Utility Provider.
- (d) any other agreement which the Owners Corporations decides to enter into by ordinary meeting.

The Utility Contracts will also enable the Utility Provider to provide energy procurement, customer connections, billing and collections, customer service and compliance services for the Utility Services and may allow for the provision of electricity retail services by the Utility Provider as an authorised retailer.

Utility Provider means any utility provider which carries the required licence or authorisation at Law (or otherwise legally entitled) to provide the relevant Utility Services.

Utility Services means:

- (a) water services, including but not limited to the supply of wastewater services, drinking water, and recycled water to each Lot and (as applicable) to the Common Property;
- (b) electricity retail services and electricity network services, including but not limited to the supply of electricity to each Lot and (as applicable) to the Common Property; and
- (c) central hot water services and cooker gas services, including but not limited to the supply of such services to each Lot and (as applicable) and the Common Property.

Visitors Car Parking Space means that part of the Common Property noted as "VP" on the strata Plan.

1.2 Undefined words in these by-laws have the same meaning as they do in the Management Act.

1.3 Any reference to:

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

1.4 Headings do not affect the interpretation of the by-laws.

2 Consent of Owners Corporation

2.1 Where a by-law requires the consent of the Owners Corporation, unless stated otherwise in that by-law, the consent may be given by either:

- (a) the Owners Corporation in ordinary meeting; or
- (b) the Strata Committee at a duly convened meeting of the Strata Committee unless it is a Restricted Matter.

2.2 Consent given by the Owners Corporation under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in ordinary meeting; and
- (b) may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.

2.3 Notwithstanding the provisions of by-law 2.2, where an Owner or Occupier makes an application for the consent of the Owners Corporation to a particular activity and the Owners Corporation has developed a Rule or Code relating to that activity or class of activity, if the activity for which the Owner or Occupier seeks consent is one which is approved by the relevant Rule or Code, the Owners Corporation must not withhold its consent to the application by that Owner or Occupier to the carrying out of that activity.

2.4 Consent given by the Strata Committee under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in ordinary meeting; and
- (b) may be granted or withheld in the absolute discretion of the Strata Committee or be given conditionally.

2.5 Owners and Occupiers must comply with any condition in a consent.

2.6 Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by-law:

- (a) if the Owners Corporation has appointed a Building Manager, that act or activity must be reported to the Building Manager; and
- (b) if the Owners Corporation has not appointed a Building Manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Strata Committee.

3 Behaviour and responsibility on Common Property

3.1 Owners and Occupiers must be adequately clothed when on Common Property.

3.2 Owners and Occupiers must do all that is necessary not to break any Law when on Common Property.

3.3 Owners and Occupiers must not:

- (a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property;
- (b) use language or behave in a manner likely to cause offence or embarrassment to the Occupier of another Lot or to any person lawfully using Common Property;
- (c) obstruct the lawful use of Common Property by any person;
- (d) smoke tobacco or any other substance on the Common Property.
- (e) an Owner or Occupier must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot;
- (f) do anything which is illegal while on Common Property; or
- (g) bring or permit to enter, any heavy article which might cause structural damage to the Building.

3.4 Owners and Occupiers must ensure their children and the children of their visitors:

- (a) are accompanied by a responsible adult if they are playing within the bounds of Common Property; and
- (b) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.

3.5 Owners and Occupiers must ensure their invitees:

- (a) do not make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or

Common Property;

- (b) do not use language or behave in a manner likely to cause offence or embarrassment to the Occupier of another Lot or to any person lawfully using Common Property;
- (c) do not smoke tobacco or any other substance on the Common Property.
- (d) an Owner or Occupier must ensure that smoke caused by the smoking of tobacco or any other substance by the invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot;
- (e) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;
- (f) do not do anything that they cannot do under the by-laws; and
- (g) are removed from the Building upon refusing to comply with the by-laws.

4 Common Property

4.1 Owners and Occupiers must:

- (a) inform the Owners Corporation of any noticeable defect they notice in the Common Property or personal property vested in the Owners Corporation; and
- (b) have consent from the Owners Corporation under the by-laws if alterations carried out on their Lot affect Common Property.

4.2 Owners and Occupiers must not:

- (a) do anything to damage or deface Common Property;
- (b) interfere with any personal property vested in the Owners Corporation;
- (c) interfere with the operation of any Equipment installed in the Common Property;
- (d) damage any lawn, plant, tree or garden situated on or within Common Property;
- (e) purposely damage or use part of a lawn or garden, a plant or tree for their own purpose;
- (f) place or hang laundry on any part of the Common Property;
- (g) park or stand any motor vehicle, boat or other vehicle on any part of the Common Property; or
- (h) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

4.3 Notwithstanding Section 106 of the Management Act, Owners and Occupiers must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that services their Lot to which the consent of the Owners Corporation has been given under the by-laws.

5 Prevention of damage to Common Property

5.1 Owners and Occupiers must not:

- (a) interfere with the operation of any Equipment installed in the Common Property;
- (b) modify any existing Equipment (whether or not such Equipment is contained wholly within their Lot);
- (c) interfere with Common Property or remove any Common Property placed there by direction of Owners Corporation; or
- (d) without the prior written consent of the Owners Corporation.

6 Occupation and use of Lots

6.1 General

- (a) Owners and Occupiers must:
 - (i) keep their lot clean, tidy and in good repair; and

- (ii) comply with all Laws affecting their Lot.
- (b) Owners and Occupiers must not:
 - (i) store or use any chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot; and
 - (ii) use or occupy or allow their Lot to be used or occupied:
 - (A) for any unlawful purpose; or
 - (B) for any purpose that may affect, lessen or damage the reputation of the Building.
 - (iii) break any Law whilst on their Lot;
 - (iv) place or hand laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot;
 - (v) keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building;
 - (vi) operate or allow to operate any device or electronic equipment on their Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot;
 - (vii) place, attach or hang from any part of their Lot or the Common Property any aerial or any security device or wires; or
 - (viii) install or operate any intruder alarm in their Lot which permits an audible signal.

6.2 Floor coverings

Owners and Occupiers must ensure the floor space within their Lot is covered or otherwise treated so as to prevent the transmission of noise from such floor space which is likely to disturb the peaceful enjoyment of another Lot (kitchens, bathrooms and laundries excluded).

6.3 Window coverings

- (a) The Owner or Occupier of a Lot must repair, maintain and replace the roller blinds at their own cost
- (b) Owners and Occupiers may not alter, remove or replace the roller blinds installed in their Lot at the time of the registration of the Strata Scheme with a different window treatment (for example, curtains, vertical blinds, shutters or louvres), unless:
 - (i) the replacement of the roller blinds and the colour of the roller blinds are of the same design and colour as the roller blinds installed in their Lot at the time of registration of the Strata Scheme; and
 - (ii) the replacement window treatment has been approved by the Owners Corporation.
- (c) Owners and Occupiers must not tint the windows or glass doors of their Lot with mirror reflective tint.
- (d) Owners and Occupiers must not without the consent of the Owners Corporation:
 - (i) tint the windows or glass door of their Lot with any other type of tint;
 - (ii) attach, erect, install or affix any window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades or sun blinds); or
 - (iii) attach, erect, install or affix any bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in their Lot which is visible from outside the Lot.

6.4 Cleaning windows

- (a) Owners and Occupiers must keep clean all interior surfaces and accessible exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property.
- (b) The Owners Corporation will arrange for the cleaning of all inaccessible exterior glass windows, doors or balustrades.
- (c) An Owner or Occupier must give the Owners Corporation access to their Lot if required for the cleaning of the glass windows, doors or balustrades.
- (d) The cost of the cleaning and maintenance of the glass windows, doors or balustrades which are not Common Property will be charged to the Owner of the Lot and if unpaid by the Owner, may be recovered from that Owner as a debt due and payable to the Owners Corporation.

6.5 Balconies

- (a) Owners and Occupiers must:

- (i) keep the balconies of their Lot clean, tidy and in good repair; and
- (ii) ensure those parts of the balcony rails and door and window frames which are Common Property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.
- (b) Owners and Occupiers must not:
 - (i) place or hang any item on the balcony of their Lot:
 - (A) which is fixed;
 - (B) which is inconsistent with the use as a balcony; or
 - (C) which is inconsistent with the aesthetics and appearance of the Building.

6.6 Courtyard

- (a) Owners and Occupiers must keep the courtyard of their Lot clean, tidy and in good repair.
- (b) Owners and Occupiers must not:
 - (i) place any item in the courtyard of their Lot, which can be seen from the Common Property;
 - (ii) affix or install any type of sunshade to cover the courtyard, whether it be fixed or removable;
 - (iii) hose down the courtyard of their Lot, so that dirty, rubbish and debris (for example leaves, branches, soil, rubbish) run onto the Common Property. All rubbish and debris must be swept up by the Owner or Occupier of their Lot and disposed of in their garbage bins.
- (c) The Owners Corporation shall be entitled to levy a payment from an Owner of a Lot to compensate it for additional cleaning expensive arising from clause 6.6(b)(iii). The Owners Corporation may recover as a debt a charge not paid at the end of one month after it becomes due and payable together with interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

6.7 Barbeques

An Owner or Occupier must not place or operate a barbeque on any balconies of a Lot, or in stairwells, lift foyers and the car park forming part of the Common Property or such other parts of the Common Property as the Owners Corporations may designate from time to time, other than the Barbeque Area.

6.8 Car spaces

- (a) Owners and Occupiers must keep the car space of their Lot clean and free from grease.
- (b) Owners and Occupiers must not use their car space for storage purposes.
- (c) Owners and Occupiers may only use their car space for parking motor bicycles, bicycles and motor vehicles (and no other vehicles such as boats or caravans).
- (d) Owners and Occupiers must not enclose their car spaces.

6.9 Storage Area

- (a) An Owner or Occupier must:
 - (i) not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;
 - (ii) not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or any inflammable material;
 - (iii) be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;
 - (iv) ensure that a Storage Area is kept safe, clean, neat, tidy and free of rubbish and vermin;
 - (v) comply with all Laws relating to the storage of items in the Storage Area;
 - (vi) ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and
 - (vii) not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area (including to any fire sprinkles located in the Storage Area)

6.10 Visitors Car Parking Space

- (a) An Owner or Occupier and the Owners Corporation must not:

- (i) park in Visitors Car Parking Space or permit a Visitors Car Parking Space to be used by any person other than a visitor to a Strata Scheme;
 - (ii) enter into any lease, licence or permit the entry into any lease or licence, for a Visitors Car Parking Space with any person; and
 - (iii) impose timed parking fees, or permit the imposition of timed parking fee, on the use of a Visitor Car Parking Space.
- (b) Visitors to the Strata Scheme must not park in the Visitor Car Parking Space for a continuous period of time exceeding 12 hours without the Owners Corporation consent.

6.11 Car Share Space

An Owner or Occupier and the Owners Corporation must not:

- (a) park in Car Share Spaces or permit a Car Share Space to be used by any person including visitors;
- (b) enter into any lease, licence or permit the entry into any lease or licence, for a Car Share Space with any person; and
- (c) impose timed parking fees, or permit the imposition of timed parking fee, on the use of a Car Share Space.

6.12 Parking on Common Property

Subject to these by-laws, an Owner or Occupier must not park a motor vehicle on Common Property without the prior consent of the Owners Corporation.

7 Car Wash Bay

7.1 Owners or Occupiers of a Lot will have the right to use to car wash bay for the purposes of washing and cleaning motor vehicles, motor cycles and bicycles.

7.2 Owners or Occupiers must not park or stand a vehicle in the car wash bay for an extended or prolonged period of time.

8 Barbeque Area

8.1 The following terms and conditions apply to the use of by Owners and Occupiers of the Barbeque Area:

- (a) the Barbeque Area and other common areas may be used during the hours set by the Owners Corporation (which maybe varied by the Owners Corporation from time to time);
- (b) children under the age of 15 years of age must be accompanied and supervised by an adult exercising effective control over the child;
- (c) the Barbeque Areas must be left in a clean and tidy condition and all rubbish removed after use;
- (d) no excessive noise is permitted in the Barbeque Area;
- (e) no smoke or odour to emit from a Barbeque Area does not penetrate from the Common Property or any other Lot.
- (f) an owner or occupier of a lot must accompany any Permitted Person when using the Barbeque Area;
- (g) glass objects, drinking glasses and sharp objects are not permitted in the Barbeque Area;
- (h) items of equipment and furniture in the Barbeque Area must be used for its purpose and not be damaged or removed from the Barbeque Area except with the approval of the Owners Corporation; and
- (i) riding a scooter, skateboard, rollerblades or similar equipment is not permitted in the Barbeque Area or in the basement carpark.

8.2 Rules

- (a) The Owners Corporation may from time to time make rules regarding the use of the Barbeque Area.
- (b) Owners and Occupiers must comply with any rules made by the Owners Corporation under by-law 8.2(a).

8.3 Cleaning up spills

- (a) An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material which is caused by that Owner or Occupier.
- (b) If an Owner or Occupier does not comply with by-law 8.3(a), the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

8.4 Maintenance of Barbeque Area

- (a) The Owners Corporation is responsible for the control, management, operation, maintenance and repair of the Barbeque Area.
- (b) An owner or occupier must:
 - (i) give notice to the Owners Corporation of any damage to or defect in the Barbeque Area immediately after an owner or occupier becomes aware of any such damage or defect; and
 - (ii) only use or enjoy the Barbeque Area in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Barbeque Area by another owner or occupier

8.5 An owner or occupier must

- (a) not interfere with or damage the Barbeque Area; and
- (b) compensate the Owners Corporation for any damage caused to the Barbeque Area whilst that owner or occupier (or any guest or invitees in the Barbeque Area with the consent of the owner or occupier) uses the Barbeque Area.

8.6 No Commercial activity without consent

- (a) An Owner or Occupier must not carry out or permit to carry out any commercial activity from their Lot without the prior consent of the Owners Corporation.
- (b) In giving its consent, the Owners Corporation may impose any conditions it consider appropriate in the circumstances.

9 Alterations or work to lots

9.1 The consent of the Owners Corporation must be obtained if an Owner or Occupier wishes to:

- (a) make alterations to, additions to, remove, repair or replace:
 - (i) any part of the Common Property near or within their Lot (such as Common Property walls, Common Property windows and doors, Common Property floor and ceilings);
 - (ii) the structure of their Lot;
 - (iii) the internal walls inside their Lot (such as dividing walls even though they may not be Common Property);
 - (iv) the balcony attached to their Lot (such as enclosing it or erecting some permanent structure on it (this does not include plants and furniture));
- (b) install any bars, screens, grilles or other safety devices to the exterior or any windows or doors of their Lot; or
- (c) install, place or leave anything on the car space of their Lot which is not a motor vehicle.

9.2 Owners and Occupiers of Lots must not commence to carry out any Approved Building Works to their Lot, any other Lot or the Common Property:

- (a) unless the Owners Corporation has approved the plans and specifications for the works;
- (b) they have procured all relevant consents from the relevant Authorities;
- (c) if applicable, they have in place all relevant insurances and have given a copy of the policy and the certificate of currency to the Owners Corporation; and
- (d) if applicable, they have provided to the Owners Corporation all reports and other information requested by the Owners Corporation in connection with the works.

9.3 When carrying out Approved Building Works in connection with a Lot the Owner and Occupier of the Lot must:

- (a) comply with the reasonable requirements of the Owners Corporation and the consent from the Owners

Corporation;

- (b) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;
- (c) ensure the works are carried out in a proper and workmanlike manner;
- (d) use only qualified and where appropriate, licensed tradesmen; ensure the works are carried out without undue delay;
- (e) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (f) cause as little disturbance as is practicable to other Owners and Occupiers;
- (g) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (h) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
- (i) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and
- (j) ensure the works are installed wholly within the boundaries of their Lot.

9.4 On completion of Approved Building Works in connection with a Lot, the Owner and Occupier of the Lot must:

- (a) ensure all rubbish and debris caused by the works is removed from the Building;
- (b) ensure the Common Property is left clean and tidy; and
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.

9.5 Each Owner and Occupier must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

10 Security and Security Keys

10.1 If it considers it necessary, the Owners Corporation may:

- (a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
- (b) exclude your access to any part of the Common Property as a means of monitoring the security of the Building; and
- (c) restrict by means of Security Key your access to one level of the Building to any other level.

10.2 Owners and Occupiers must not do or permit anything which may prejudice the security or safety of the Building.

10.3 Owners and Occupiers must close all security doors and gates when they pass through them.

10.4 If the Owners Corporation restricts access under by-law 10.1, the Owners Corporation may make available to Owners and Occupiers free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.

10.5 The Owners Corporation may charge Owners and Occupiers a fee or a bond for any additional or extra Security Key they may require.

10.6 Owners and Occupiers must exercise great care in making a Security Key available for users of their Lot.

10.7 Owners and Occupiers must take all reasonable steps to ensure return of the Security Key to the Owner or the Owners Corporation.

10.8 Owners and Occupiers must not duplicate or permit a Security Key to be duplicated and must take all

reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.

10.9 Owners and Occupiers must promptly notify the Owners Corporation if a Security Key is lost or destroyed.

10.10 The Owners Corporation has the power to re-code Security Keys and to require Owners and Occupiers to return their Security Keys to have them re-coded.

10.11 The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, Owners and Occupiers must deal with that party and pay the fee or bond that party may require for Security Keys.

11 Compensation to Owners Corporation

11.1 Owners and Occupiers must compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by them or any of their invitees.

11.2 Owners and Occupiers must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the By laws by them or anyone under their control.

12 Garbage

12.1 Owners and Occupiers may only dispose of Garbage in the manner provided by this by-law.

12.2 Garbage that is not recyclable must be:

- (a) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and
- (b) placed in the garbage receptacles in the Garbage Room.

12.3 Garbage that is recyclable material must be:

- (a) separated from Garbage that is not recyclable;
- (b) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);
- (c) in the case of bottles, completely drained; and
- (d) placed in the relevant recyclable bins in the Garbage Room.

12.4 Owners and Occupiers must:

- (a) promptly remove any Garbage that may have been spilled; and
- (b) promptly clean the area on which the Garbage has been spilled.

12.5 Owners and Occupiers must not:

- (a) place or leave Garbage anywhere on the Common Property other than:
 - (i) in the case of Garbage that is not recyclable, in the chutes contained in the Garbage Closets on the floor of the Building in which their Lot is located; and
 - (ii) in the case of recyclable Garbage, in the relevant receptacle in the Garbage Room;
- (b) place or leave any item of recyclable Garbage in any receptacle in the Garbage Room other than the receptacle marked for that particular kind of recyclable Garbage; or
- (c) enter the Garbage Room or place or leave Garbage in the Garbage Room.

12.6 The Owners Corporation must ensure that:

- (a) the Garbage Room is cleaned and appropriately maintained and kept in a safe state at all times; and
- (b) ensure that Garbage receptacles and recyclable Garbage receptacles are put out for collection between 4.00pm and 7.00pm the day prior to collection and, on the day of collection, being the day following, returned to the Garbage Room by 12.00 noon.

13 Animals

13.1 Owners and Occupiers may keep one small domestic pet such as a cat or dog, or fish in an aquarium in their Lot subject to the following conditions:

- (a) Owners and Occupiers must keep the animal within the Lot.
- (b) Owners and Occupiers must carry their cat or dog while on Common Property and must ensure that the cat or dog is leashed in the vicinity of the Building.
- (c) Owners and Occupiers must take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the animal.
- (d) Owners and Occupiers may not keep any breed of dog in their Lot which has been declared by the local council as a Dangerous Dog or a Restricted Dog.

13.2 Owners and Occupiers may not keep any other animal or bird on their Lot without the prior consent of the Strata Committee, such consent not to be unreasonably withheld. If the Owners Corporation grants consent for the keeping of the animal or bird, the Owners Corporation may impose conditions on its consent.

13.3 The consent of the Strata Committee is not required for the keeping of an assistance animal on the Lot. However if required to do so by the Owners Corporation, the Owner or Occupier of the assistance animal must provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 (Cth).

14 Rules and Codes

14.1 The Owners Corporation may make Rules and Codes relating to matters associated with:

- (a) the use and management of the Building (including facilities in the Building such as the Barbeque Area);
- (b) the security and control of the Building;
- (c) the manner of treating windows and glass doors of Lots such as the type and colour of window treatment which is permitted);
- (d) the type of bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in Lots;
- (e) the manner of enclosing car spaces;
- (f) the appearance of Lots;
- (g) the appearance of the Building;
- (h) the type of furniture and other items which are prohibited from being placed on balconies;
- (i) the type of Signs;
- (j) the entering and existing of vehicles from the car park in the Building; or
- (k) any other matter determined by the Owners Corporation.

14.2 The Owners Corporation may amend or replace any Rule or Code.

14.3 Owners and Occupiers are bound by the Rules and the Codes.

14.4 The Owners Corporation must display any new or amended Rule or Code on the notice board of the Building for at least 7 days, or send a copy to each Owner.

14.5 If the Owner is not the Occupier, the Owner must send a copy of the Rules or Code to the Occupier within 7 days of receiving a copy from the Owners Corporation.

15 Provision of Amenities or Services

15.1 The Owners Corporation may determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:

- (a) window cleaning;
- (b) Garbage disposal and recycling services;
- (c) Electricity, water or gas supply; and
- (d) Telecommunication services (for example, cable television).

15.2 If the Owners Corporation makes a resolution referred to in by-law 13.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

16 Insurance Premiums

16.1 Unless there is prior written consent of the Owners Corporation, Owners and Occupiers may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

16.2 Consent under by-law 16.1 allows the Owners Corporation to require an Owner to reimburse the Owners Corporation for the higher premiums.

16.3 Owners and Occupiers must immediately notify the Owners Corporation of any activity carried out or intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.

16.4 Owners are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on that Owner's Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

17 Signs

17.1 Unless there is prior written consent of the Owners Corporation, Owners and Occupiers must not attach, erect or exhibit any Sign to or on any part of the Common Property or any part of their Lot which is visible from outside their Lot.

17.2 The provisions of this by-law:

- (a) do not bind the Original Owner; and
- (b) do not apply to Signs erected by the Building Manager indicating the location of its office or advertising its services.

18 False Fire Alarms

18.1 An Owner shall be liable to compensate the Owners Corporation in respect of any false alarm charge where

the false alarm is established to the satisfaction of the Fire and Rescue NSW or a fire monitoring contractor engaged by the Owners Corporation, to have originated from a particular Lot, where that false alarm was triggered by negligence or carelessness by the Owner or Occupier or an invitee of that Lot.

18.2 The Owners Corporation shall be entitled to levy a payment from an Owner of a Lot to compensate it for false fire alarm charges in accordance with this clause. The Owners Corporation may recover as a debt a charge not paid at the end of one month after it becomes due and payable together with interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

19 Moving and Delivering

19.1 This by-law relates to moving in and out of the Building, taking delivery of items in the Building and moving large or heavy items through the Common Property.

19.2 Such items may only be moved through the Common Property or taken delivery of, in accordance with the requirements and Rules of the Owners Corporation

19.3 Owners and Occupiers must not do any damage to the Common Property, or must immediately make good any such damage they have caused to their Lot.

19.4 If the Owners Corporation has appointed a Building Manager, Owners and Occupiers must comply with his requirements.

20 Complaints and Applications

20.1 Any complaint or application to the Owners Corporation or the Strata Committee must be addressed in writing to the party nominated from time to time by the Owners Corporation to accept that complaint or application.

20.2 If the Owners Corporation has not made a nomination, then complaints and applications must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Strata Committee.

21 Lease or licence of Lots

21.1 This by-law applies to Lots that are leased or licensed or otherwise occupied by a party other than the Owner.

21.2 If an Owner of a Lot has leased or licensed that Lot, the Owner of the Lot:

- (a) must ensure the Occupiers have a copy of the most recent version of the by-laws, and any amendments or changes from time to time of the by-laws;
- (b) must ensure the Occupiers comply with the by-laws;
- (c) must act promptly to comply with any reasonable notice the Owner may receive from the Owners Corporation, the Strata Committee, the Managing Agent and the Building Manager (if any) about the Occupiers; and
- (d) must take all action available to ensure the Occupiers comply with the by-laws and any reasonable notice the Owner receives from the Owners Corporation.

21.3 If an Owner of a Lot has leased or licensed that Lot, the Occupier of the Lot:

- (a) must comply with the by-laws; and
- (b) must promptly comply with any notice it receives from the Owners Corporation, the Strata Committee, the Managing Agent and the Building Manager (if any).

21.4 An Owner, occupier or tenant of a Lot must not lease, sub-lease or allow any person other than another owner or tenant to use the car space/s of the Lot.

22 Provision of Utility Contract

22.1 The Owners Corporation must resolve to vote in favour of any motion in connection with the entering into of any Utility Contract in relation to the Building or Lot.

22.2 The Owners Corporation may do all things which are necessary or convenient to enable or facilitate the performance of a Utility Contract and the matters contemplated by a Utility Contract.

22.3 Owners and Occupiers must not:

- (a) interfere with or obstruct a Utility Provider from providing Utility Services; and
- (b) interfere with or obstruct a Utility Provider from using any part of the Common Property in providing Utility Services.

22.4 The Owners Corporation has the power to terminate the arrangements or agreements with the Utility Provider in accordance with the Utility Contract in the following circumstances:

- (a) if doing so does not interfere with the provisions of that Utility Services to an Owner or Occupier who have entered into an agreement with the Utility Provider for the supply of the Utility Services to their Lot; or
- (b) reasonable notice has been given to an Owner or Occupier who may be affected by the termination of the arrangement or agreement with the Utility Provider.

22.5 Subject to the Strata Management Statement, the Owners Corporation is responsible for the operation and maintenance of the Reticulation Infrastructure.

23 Building Management Agreement

23.1 The Owners Corporation may:

- (a) appoint the Building Manager to provide the Building Management Services; and
- (b) enter into the Building Management Agreement referred to in by-law 23.2 to provide those services.

23.2 If the Owners Corporation determines to appoint a Building Manager, and the Building Management Committee has appointed a building manager, then the Owners Corporation must appoint the same Building Manager as the person appointed by the Building Management Committee.

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

23.4 The Building Management Agreement may contain the following provisions:

- (a) provide for remuneration to the Building Manager of an annual fee to be agreed between the Owners Corporation and the Building Manager; and
- (b) provide for the annual fee to be reviewed annually in accordance with the Consumer Price Index.

23.5 The agreement may include provisions about:

- (a) the manner in which the Building Manager must carry out the Building Management Services;
- (b) the manner in which employees and contractors are to be engaged;
- (c) the manner in which the Building Manager may be reimbursed for expenses; and
- (d) the manner in which the agreement may be assigned.

24 Obstruction of the Building Manager

24.1 Owners and Occupiers must not:

- (a) interfere with or obstruct the Building Manager from providing the services contemplated by the Building Manager Agreement; and
- (b) interfere with or obstruct the Building Manager from using any part of the Common Property in providing the services contemplated by the Building Manager Agreement.

25 Common Property rights by law in connection with the Air Conditioning System

25.1 This is an exclusive use and special privilege by-law made in accordance with section 143 of the Management Act. This by-law may only be amended so far as it relates to a Lot by a special resolution of the Owners Corporation and with the written consent of the Owner of the Lot.

25.2 The Owner and Occupier of a Lot has the exclusive use of the Air Conditioning System contained within their Lot and must clean, maintain, repair and replace the Air Conditioning System contained within or servicing their Lot at their own cost.

25.3 The Owners Corporation may resolve to undertake the responsibility of cleaning, repairing, maintaining and replacing the Air Conditioning System in each Lot at the cost of the Owner of the Lot. If unpaid, the Owners Corporation may recover this cost as a debt due and payable by the Owner to the Owners Corporation.

25.4 Owners and Occupiers of a Lot must comply with all requirements of government agencies or statutory authorities in relation to the use of their air conditioning equipment.

26 Common Property rights by law in connection with the video intercom system

26.1 This is an exclusive use and special privilege by-law made in accordance with section 143 of the Management Act. This by-law may only be amended so far as it relates to a Lot by a special resolution of the Owners Corporation and with the written consent of the Owner of the Lot.

26.2 The Owner and Occupier of a Lot has the exclusive use of all the video intercom security equipment contained within the Lot. The Owners Corporation will maintain, repair and replace the intercom security equipment in the Lot at the cost of the Owner and if unpaid, the Owners Corporation may recover that cost as a debt due and payable to the Owners Corporation.

27 Common Property rights by law in connection with the planter boxes

27.1 This is an exclusive use and special privilege by-law made in accordance with section 143 of the Management Act. This by-law may only be amended so far as it relates to a Lot by a special resolution of the Owners Corporation and with the written consent of the Owner of the Lot.

27.2 The Owner and Occupier of a Lot has the exclusive use of the planter box contained within the Lot. The Owners Corporation will maintain, repair and replace the planter box in the Lot at the cost of the Owner and if unpaid, the Owners Corporation may recover that cost as a debt due and payable to the Owners Corporation.

28 Common Property rights by law in connection with the fence

28.1 This is an exclusive use and special privilege by-law made in accordance with section 143 of the Management

Act. This by-law may only be amended so far as it relates to a Lot by a special resolution of the Owners Corporation and with the written consent of the Owner of the Lot.

28.2 The Owner and Occupier of a Lot has the exclusive use of the fence surrounding their Lot and must clean, maintain, repair and replace the fence surrounding their Lot at their own cost.

28.3 The Owners Corporation may resolve to undertake the responsibility of cleaning, repairing, maintaining and replacing the fence on each Lot at the cost of the Owner of the Lot. If unpaid, the Owners Corporation may recover this cost as a debt due and payable by the Owner to the Owners Corporation.

28.4 Owners and Occupiers of a Lot must comply with all requirements of government agencies or statutory authorities in relation to the use of the fence.

29 Access

29.1 The Owners Corporation and the Building Manager may by each of their respective agents, employees or contractors with or without tools and materials, enter, have access to and go through a Lot or any part of a Lot for the purposes of:

- (a) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;
- (b) carrying out work required to be carried out by the Owners Corporation by a notice served on it by any public authority; and
- (c) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act.

29.2 Owners and Occupiers must not obstruct or hinder the Owners Corporation in the exercise of its functions under this by-law.

29.3 In order for the Owners Corporation to undertake its functions in this by-law, the Owners and Occupiers of Lots must permit the Owners Corporation and the Building Manager to temporarily store any necessary equipment or material on the Lot.

30 Architectural Code

30.1 The Owners Corporation may set Architectural and Signage Code to be applied in the Building. These standards may include (but will not be limited to) provisions relating to:

- (a) the colour scheme for the Building;
- (b) the colour and quality of any blinds or curtains visible from outside each Lot;
- (c) procedures for carrying out building works to a Lot, and
- (d) the dimensions, measurements and location of permitted Signs.

30.2 An owner or occupier of a Lot must comply with the Architectural and Signage Code.

31 Compliance with planning and other requirements:

31.1 The Owner or Occupier of a Lot must ensure that the Lot is not:

- (a) used for any purpose that is prohibited by law; or
- (b) occupied by more persons than are allowed by law to occupy the lot.

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

1 Absolution of Appliance Maintenance

Registration Date: 04/04/2018

1. Pursuant to section 106 (3) of the Strata Schemes Management Act 2015, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any appliance that is designed only to service a single lot within the strata scheme, regardless of whether any portion of the appliance, (including motor, compressor, cabling, pipe, mounting, ducting or other pertinent fixture of the appliance) is located on or within common property or lot property.
2. The type of appliances referred to in this By-law shall include, but not be limited to;
 - (i) Bathroom & Kitchen Exhaust Fans
 - (ii) Light Fittings and Down lights
 - (iii) Air-Conditioning Apparatus
 - (iv) Alarm Systems
 - (v) Individual Garage Door Motors
 - (vi) Hot Water Heaters servicing only one lot

2 Absolution of Maintenance Lot Fittings & Fixtures

Registration Date: 04/04/2018

PART 1 - Introduction and Intent

- (a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
- (b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme. The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106 of the Act.
- (c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.
- (d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building. Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.
- (e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions

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

- (a) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment
- (b) Lot means any lot in the strata plan
- (c) Owner means the owner of the Lot
- (d) Owners Corporation means the owners corporation created by the registration of strata plan 95296
- (e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan
- (f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

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

- (a) the singular includes plural and vice versa;

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

PART 3 - Terms and Conditions

In accordance with section 106 of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

- (a) All Cornices
- (b) All Skirting Boards
- (c) All Architraves and Internal Door Jams
- (d) Wall tiles wherever located, including kitchen, bathroom and laundries
- (e) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (f) False Ceilings
- (g) Mezzanines, Stairs and Handrails
- (h) All paintwork and wall paper
- (i) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) Shower screens
- (c) Bathtub, including internal floor waste and drainage pipes
- (d) Sinks and hand basins including internal drainage pipes,
- (e) Cabinets and mirrors
- (f) Toilet pan, including cistern and internal waste pipes
- (g) All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas

All Kitchen fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) All internal waste and drainage pipes, including connection to the common stack
- (c) Bench tops
- (d) Sinks and insinkers
- (e) Ovens, Stoves and Cook Tops
- (f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings

- (a) All carpet within the lot
- (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (c) All Floor boards, whether floating or fixed
- (d) All parquet, linoleum, vinyl and cork tiles wherever located

3.5 Balcony/Courtyard Areas

- (a) All tiles, pavers and decking
- (b) All stairs and handrails within the balcony or courtyard area
- (c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
- (d) All plants and grassed areas within the balcony or courtyard
- (e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- (f) Fences that divide two lots
- (g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical Fittings & Appliances

- (a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (b) All electrical sockets and wall plates
- (c) Electrical main and sub-main that services only one lot including fuses wherever located
- (d) Smoke Detectors that only service one lot
- (e) Alarm Systems that only service one lot
- (f) Individual Garage Door Motors
- (g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
- (h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
- (i) Ceiling Fans
- (j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
- (k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area

- (a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
- (b) Automatic door closers
- (c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
- (d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme.

3 Minor Renovations

Registration Date: 04/04/2018

1. Intention
 - The intention of this By-law is;
 - i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
 - ii. Define what Minor Works may be approved by the committee,
 - iii. Provide owners with an application process to have their Minor Works approved,
 - iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.
2. Definitions
 - i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
 - ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
 - a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
 - b. Renovating any other room within a lot (not including structural works)
 - c. Changing or installing recessed light fittings,
 - d. Installing or replacing wood or other hard floors,
 - e. Installing or replacing wiring or cabling or power or access points,
 - f. Work involving reconfiguring walls,
 - g. Installing or replacing pipes and duct work,
 - h. Installing a rainwater tank,

- i. Installing a clothesline,
- j. Installing a reverse cycle split system or ducted air-conditioning system,
- k. Installing double or triple glazed windows,
- l. Installing a heat pump or hot water service,
- m. Installing ceiling, wall or floor insulation,
- n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
- o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
- p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
- q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
 - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
 - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
 - i. Details of how any rubbish and debris will be disposed of during the construction process,
 - ii. The estimated duration of the work,
 - iii. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant

to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
 - ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
 - iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
 - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
- i. The supply of a Dilapidation Report prior to the commencement of the works,
 - ii. The supply of additional expert reports relevant to the proposed works,
 - iii. Payment of a Bond before commencement of the works,
 - iv. Conditions surrounding noise and proposed times of work,
 - v. Provisions for cleaning and removal of debris,
 - vi. Conditions surrounding access to common property for trades, equipment and vehicles.
 - vii. Any other matter relevant to the application.

4 Pre-Meeting & Electronic Voting

Registration Date: 04/04/2018

A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting

- (i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
- (ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
- (ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

5 Installation of Security and Fly screens

Registration Date: 14/08/2018

1. The owners of any lot proposing to undertake the installation of security screens to the windows and doors of their lot must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme for approval by the Strata Committee.
2. The style, design and finish of any proposed security screens shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of screen to be notified to the secretary or the strata managing agent will, if approved by the Strata Committee, set the precedent for any other similar installations of security screens that may be proposed elsewhere in the strata scheme;
3. In the event an owner of a lot fails to accede to sub clauses 1 & 2 of this By-Law, then the Owners Corporation may request the removal of the installed security screens.

6 Past and Future Works Approval Programme

PART 1

PREAMBLE

- 1.1 This by-law is made in accordance with the provisions of Division 2 of Part 7 to the Act.
- 1.2 It is made in relation to the management, administration, control, use of enjoyment of the lots or common property and lots of a strata scheme.
- 1.3 The purpose of this by-law is to provide a programme seeking of approval from the Owners Corporation:
 - (a) to carry out Works;
 - (b) to consent to Works which have previously been effected in a Lot or on common property.
- 1.4 The Owners Corporation will delegate to the Strata Committee the function of considering an application for Works. Subsequently, it will determine whether the Works are:
 - (a) Future Major Renovations;
 - (b) Future Minor Works;
 - (c) Past Major Works;
 - (d) Future Minor Renovations; or
 - (e) Past Minor Renovations.

- 1.5 Pursuant to the delegation in clause 1.4, the Strata Committee may approve an application for Minor Renovations.
- 1.6 Upon a determination by the Strata Committee that the Works are Past Major Works or Future Major Works, the Owner must submit an appropriate by-law to the Owners Corporation to be made.
- 1.7 Upon a determination by the Strata Committee that the works are Part Minor Renovations or Future Minor Renovations, the Owners Corporation may require the Owners to submit an appropriate by-law to it.
- 1.8 Appropriate forms of the by-laws which may be submitted are attached to this by-law.
- 1.9 This by-law is made pursuant to the power and authority conferred on the Owners Corporation pursuant to section 136 of the Act.

PART 2

DEFINITIONS AND INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the Strata Schemes Management Act 2015.
- (b) **Application Form** means the forms attached at **Annexure “A” (FUTURE WORKS)** or **Annexure “B” (PAST WORKS)** or as the strata committee may otherwise approve from time to time.
- (c) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal.
- (d) **Building** means the building situated at 16 CONSTITUTION ROAD RYDE NSW 2112.
- (e) **Cosmetic Works** means:
 - (i) installing or replacing hooks, nails or screws for hanging paintings and other things on walls,
 - (ii) installing or replacing handrails,
 - (iii) painting,
 - (iv) filling minor holes and cracks in internal walls,
 - (v) laying carpet,
 - (vi) installing or replacing built – in wardrobes,
 - (vii) installing or replacing internal blinds and curtains,
 - (viii) any other work described or referred in the Act or prescribed by the Regulation.
- (f) **Essential Works** means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a lot.
- (g) **Future Major Works** means Major Works which are to be carried out in the future.
- (h) **Future Minor Renovations** means Minor Renovations which are to be carried out in the future.

- (i) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance
- (j) **Major works** means work including structural changes, work that changes the external appearance of a Lot, including the installation of an external access ramp, work including involving waterproofing, work for which consent or another approval is required under any other act or regulation. and any other works that are not Cosmetic Works or Minor Renovations
- (k) **Minor Renovations** means:
 - (i) renovating a kitchen,
 - (ii) changing recessed light fittings,
 - (iii) installing or replacing wood or other hard floors,
 - (iv) installing or replacing wiring or cabling or power or access points,
 - (v) work involving reconfiguring walls,
 - (vi) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - (vii) installing a rainwater tank,
 - (viii) installing a clothesline,
 - (ix) installing a reversible cycle split system air conditioner,
 - (x) installing double or triple glazed windows,
 - (xi) installing a heat pump,
 - (xii) installing ceiling insulation,
 - (xiii) installing false ceilings.
- (l) **Lot** means any lot in strata plan 95296.
- (m) **Owner** means the owner of the Lot.
- (n) **Owners Corporation** means the body corporate constituted by the registration of strata plan 95296.
- (o) **Past Major Works** means Major Works which have been carried out in the past, works that require penetration to or removal of common property floors, walls and ceilings including works of a structural nature, works involving waterproofing, works that changes the external appearance of a lot, including the installation of an external areas ramp, the installation of air-conditioning, (where not classified as Minor renovations), hot water systems, security/alarm systems, shutters and any additions to the common property, for example, pergolas and vergolas, whirly birds, solar panels, skylights and satellite dishes, television cables and antennae (and which are not Past Minor Works).
- (p) **Past Minor Renovations** means Minor Renovations which have been carried out in the past.

- (q) **Past Minor Works** means works that did not penetrate any common property walls, ceilings, floor slabs (with exception of screwing internal partitions to the walls, ceilings, floors and minor attachments to common property) including for example painting and replacing carpet but do not include Minor Renovations.
- (r) **Past Works** means Past Major Works or Past Minor Works carried out to Lot and common property without prior written approval by the Owners Corporation.
- (s) **Regulation** means the Strata Schemes Management Regulation 2016.
- (t) **Strata Committee** means the strata committee appointed by the Owners Corporation in accordance with the Act.
- (u) **Strata Plan** means strata plan 95296 registered on January 29 2018
- (v) **Strata Scheme** means the strata scheme created by the registration of the Strata Plan
- (w) **Works** means Major Works or Minor Renovations to be carried out to Lot and common property and include future and past Works

2.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the Strata Committee or any person authorized by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (g) to the extent of any inconsistency between the by-laws in force for Strata Plan 95296 and this by-law, the provisions of this by-law shall prevail.

2.3.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law, whether held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART 3

CONDITIONS

3.1 Strata Committee Approval

An Owner must submit a duly completed Application Form to the Strata Committee for any Works to be carried out or has been carried out.

3.2 Works

- (a) Upon receipt of the Application Form for Future Works, the strata committee shall determine whether the Works are Future Minor Renovations, Future Major Works or Past Works. In order to make such determination, the Strata Committee may request the Owner to provide additional detail of the Works, including plans, specifications and engineer's report or certification.

- (b) The Strata Committee shall inform the Owner of the determination in writing.

3.3 **Cosmetic Works**

- (a) Subject to paragraph (b) of this clause, an Owner may carry out Cosmetic Works without the approval of the Owners Corporation;
- (b) If the Cosmetic Works affect the common property or the amenity of the Building or concerns or impacts upon the appearance of the Building, including but not limited to a breach of by-law 17, then the Owner must inform the Owners Corporation in writing of the nature of the works being carried out.
- (c) When carrying out Cosmetic Works, an Owner must ensure that any damage caused to any part of the common property by the performance of those works by or on behalf of the Owner is repaired and that such work or any repairs are carried out in a competent and proper manner.

3.4 **Minor Renovations**

The provisions of this clause 3.4, unless otherwise stated, shall apply to Future Minor Renovations.

3.4.1 **Delegation to Strata Committee**

- (a) Notwithstanding the provisions of section 110(1) of the Act, the Owners Corporation delegates to the Strata Committee the power and authority to approve an application by an Owner to carry out Minor Renovations in a Lot and adjacent common property.
- (b) An application by an Owner must comply with the provisions of clause 3.4.2(a) hereof.
- (c) An Owner must not carry out Minor Renovations without either the approval of the Strata Committee or the Owners Corporation.
- (d) Notwithstanding clause 3.4.1(c) if the works are past Minor Renovations then clause 3.5 shall apply.

3.4.2 **Strata Committee Approval**

- (a) Before commencing the Minor Renovations and obtaining the approval of the Strata Committee, an Owner must submit a completed Application Form in relation to Future Works to the Strata Committee, which must include the following:
 - (i) details of work, including copies of any plans;
 - (ii) duration and times of the work;
 - (iii) details of the persons carrying out the work, including qualifications to carry out the work; and
 - (iv) arrangements to manage any resulting rubbish or debris.
- (b) An Owner must ensure that:
 - (i) any damage caused to any part of the common property by the carrying out of Minor Renovations by or on behalf of the Owner is repaired; and
 - (ii) the Minor Renovations and any repairs are carried out in a competent and proper manner.
- (c) For the purposes of clause 3.4.2(a), an application for approval for the carrying out of Minor Renovations will not apply to the following work:
 - (i) work that consists of Cosmetic Work for the purposes of section 109;
 - (ii) work involving structural changes;
 - (iii) work that changes the external appearance of a lot, including the installation of an external access ramp;
 - (iv) work involving waterproofing;
 - (v) work for which consent or another approval is required under any other Act;

- (vi) work that is authorised by a by-law made under this Part of a common property rights by-law; and
 - (vii) any other work prescribed by the Regulation for the purposes of section 110 of the Act.
- (d) In considering an application for the carrying out of Minor Renovations, the Strata Committee may request that the Owner provide additional information. In the event that it makes such request it shall specify what information must be supplied.

3.4.3 Approval of Application

- (a) The Strata Committee may approve or reject an application.
- (b) In approving an application, the Strata Committee may impose reasonable conditions for the carrying out of the work.
- (c) If it approves an application, it must inform the Owner in writing of such approval within seven (7) days of the making of the decision
- (d) Upon approval of an application the Owner may carry out the Minor Renovation subject to any conditions which may have been imposed

3.4.4 Rejection of Application

- (a) If it rejects the application, it may refer it to a general meeting of the Owners Corporation for its consideration.
- (b) In rejecting the application, it may request that the Owner submit a by-law to the Owners Corporation in accordance with section 143 of the Act
- (c) If the Strata Committee requests that the Owner submits a by-law to the Owners Corporation then the provisions of clauses 3.6(a)(ii) and (iii).

3.5 Past Minor Renovations

The provisions of this clause 3.5, unless otherwise stated, shall apply to Past Minor Renovations.

3.5.1 Delegation to Strata Committee

- (a) Notwithstanding the provisions of section 110(1) of the Act, the Owners Corporation delegates to the Strata Committee the power and authority to approve an application by an Owner who has carried out Minor Renovations in a Lot and adjacent common property.
- (b) An application by an Owner must comply with the provisions of clause 3.5.2 hereof.

3.5.2 Strata Committee Approval

- (a) An owner must submit a completed Application Form in relation to Past Works to the Strata Committee, which must include the following:
 - (i) details of work, including copies of any plans; and
 - (ii) any other information requested by the Strata Committee, including the matters referred to in clause 3.10(b).
- (b) The Strata Committee may approve or reject an application.
- (c) If it approves an application, it must inform the Owner of such approval in writing within seven (7) days of the making of the decision.
- (d) The Strata Committee may impose further conditions relating to the retention of the Minor Renovations.

- (e) If it rejects an application, it may refer it to a general meeting of the Owners Corporation for its consideration.
- (f) In rejecting an application, it may request that the Owner to submit a by-law to the Owners Corporation in accordance with section 143 of the Act.
- (g) If the Strata Committee requests that the Owner submits a by-law to the Owners Corporation then the provisions of clause 3.11 shall apply notwithstanding reference in that clause to Past Major Works.

3.6 Future Major Works

- (a) If the Strata Committee determines that works to be carried out are Future Major Works, the Owner must:
 - (i) submit a complete proposal concerning the Future Major Works including but not limited to:
 - (A) plans and specifications of the proposed works;
 - (B) specifications for any sound or energy rating, type, size together with the manufacturer's or supplier's brochure regarding same;
 - (C) a diagram depicting the location of or proposed installation points of all parts of the Future Major Works;
 - (D) engineering plans and certifications if requested by the Strata Committee and/or the Owners Corporation;
 - (E) any necessary approvals/consents/permits from any Authority; and
 - (F) a report from an engineer nominated by the Strata Committee and/or the Owners Corporation concerning the impact of the Future Major Works on the structural integrity of the Building and Lot and common property (if required);
 - (ii) prepare and submit to the Owners Corporation:
 - (A) a new by-law under the Act, to amend the definition of "Works", "Lot" and include a new definition of "Plans" to cover the specific scope of the works to be carried out and Part 1 to confer rights of exclusive use and enjoyment and special privileges; and
 - (B) the Owner's written consent to:
 - (I) the making of the by-law; and
 - (II) be responsible for the proper maintenance, repair and replacement of the Future Major Works,
 - (C) other Owners' written consents to the making of the by-law, if required, such by-law attached at **Annexure "C" (Future Works By-Law)** and form of consent attached at **Annexure "E" (Consent)** need to be prepared substantially and to be considered at a general meeting of the Owners Corporation;
 - (iii) pay for all costs of the Owners Corporation including:
 - (A) legal fees for reviewing the proposal;
 - (B) fees for convening any meeting to consider the proposal;
 - (C) any other reasonable fees required to consider the proposal including, but not limited to, strata management or engineering fees; and

- (D) registration fees for the by-law contemplated in clause 3.2.3(a)(ii);
 - (E) if requested, a dilapidation report prepared by a structural engineer having reviewed the Future Major Works in relation to any area of the Building (including any lot and common property) that may be affected by the Future Major Works. The dilapidation report must be in writing and shall include photographs of the relevant areas; and
 - (F) obtain written consent to the date for the commencement of the Future Major Works from the Strata Committee upon satisfaction of its obligations in clause 3.6(a) above. For clarity, no Future Major Works may be commenced unless and until the by-law referred to in clause 3.6(a)(ii) is passed by special resolution at a duly convened general meeting of the Owners Corporation; and
- (b) Upon receipt of a by-law under clause 3.6(a)(ii) the Owners Corporation will review the proposal and stipulate any relevant conditions to be contained in the common property rights by-law. Such conditions to include, but not limited to, those set out in clauses 3.7 to 3.9 (inclusive) and 3.12 to 3.18 (inclusive).

3.7 Notice

At least two (2) days prior to the commencement of the Works or any aspect of the Works, the Owner shall make arrangements with the strata managing agent of Strata Committee regarding:

- (a) the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and
- (b) the suitable times and method for contractors to park their vehicles on common property while the Works are being conducted.

3.8 During construction

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

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted with due care and skill and comply with the current National Construction Code and Australian Standards;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) carry out the Works between the hours permitted by local council. No Works are to be carried out on a Sunday or a public holiday unless they are silent works (for example, painting);
- (e) transport all construction materials, equipment and debris as reasonably direction by the Owners Corporation;
- (f) not allow tradespersons and contractors at any time to park on common property without the prior written approval of the strata managing agent or Strata Committee;
- (g) not allow waste bins or skips to be placed on or near the common property without the prior written approval of the strata manager;
- (h) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;
- (i) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (j) provide to the strata managing agent or Strata Committee at least forty-eight (48) hours prior written notice of any noisy works (e.g. jackhammering, the use of any pneumatic, rotary or power-actuated tools);

- (k) ensure that the Works do not interfere with or damage the common property or the property of any other Owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (l) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation. It is acknowledged that more than one inspection may be required;
- (m) effect and maintain Insurance;
- (n) observe all the other by-laws in force for the strata scheme at all times; and
- (o) not vary the Works or their scope without first obtaining the written consent of the Owners Corporation.

3.9 After construction

- (a) After the Works have been completed the Owner must without unreasonable delay:
 - (i) notify the Owners Corporation that the Works have been completed;
 - (ii) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
 - (iii) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
 - (iv) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
 - (v) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed satisfactorily and in accordance with this by-law; and
 - (vi) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consent provided pursuant to this by-law.
- (b) The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that clauses 3.9(a)(i)-(iv) immediately above have been complied with.

3.10 Past Works

- (a) If any works have been carried in a Lot or adjacent to a Lot by an Owner or a previous Owner, the Owner must lodge a completed Application Form for Past Works attached at **Annexure "B"**. The form must include in detail the works which have been undertaken.
- (b) Upon receipt of the Past Works Application Form, the Strata Committee shall determine whether the works are Past Minor Renovations or Past Major Works. In order to make such determination, the Strata Committee may request the Owner to provide additional detail of the works carried out, including plans, specifications and engineer's report or certification, or any other information or report as it deems appropriate.
- (c) The Strata Committee shall inform the Owner of the determination in writing.
- (d) If the Strata Committee determines the works to be Past Minor Renovations, then the provisions of clause 3.5 shall apply.

3.11 Past Major Works

- (a) If the Strata Committee determines the works are Past Major Works, the Owner must prepare and submit to the Owners Corporation:
 - (i) a new by-law under the Act, to amend the definition of “Past Works”, “Lot”, and include a new definition of “Plans” to cover the specific scope of works carried out and Part 1 to confer rights of exclusive use and enjoyment and special privileges; and
- (b) the Owner's written consent to:
 - (i) the making of the by-law; and
 - (ii) be responsible for the proper maintenance, repair and replacement of the Past Works from the date the by-law contemplated in clause 3.11(a)(i) of this by-law is registered.
- (c) Such Past Works by-law attached at **Annexure “D”** and form of consent attached at **Annexure “E”** must be substantially prepared and considered at a general meeting of the Owners Corporation.

3.12 Compliant Works

To be compliant under this by-law, Works:

- (a) must be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) must be manufactured, designed and installed to specifications for domestic use;
- (c) relating to fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed. If approved, the changes shall be certified by the fire certification controller appointed by the Owners Corporation;
- (d) relating to air-conditioning, must have a new condenser unit (external) that:
 - (i) is mounted on vibration pads in a location so as to minimize noise and vibration;
 - (ii) is installed in the rear courtyard of the Lot and in a location least likely to cause disturbance to other owners (as approved by the Owners Corporation or the Strata Committee);
 - (iii) has an acceptable sound rating as specified by the Owners Corporation or the Strata Committee in writing, such rating not to exceed the original specifications in respect of the Building; and
 - (iv) has all external piping and electrical work covered with the same style downpipe used for the existing guttering of the Building;
 - (v) is not visible from the street; and
 - (vi) is not installed through or attached to windows;
- (e) relating to hard surface flooring, must be insulated with soundproofing underlay as specified by the Owners Corporation or Strata Committee from time to time and must not have a weighted standardized impact sound pressure level exceeding rating 35 when measured in situ in accordance with Australian Standard “AS ISO 140.7-2006 Field measurements of impact sound insulation of floors” and rated to AS ISO 717.2-2004” Acoustics – Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation;

3.13 Statutory and other requirements

3.13.1 The Owner must:

- (a) comply with all requirements of the Owners Corporation, the by-laws in force for the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
- (b) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- (c) comply with the provisions of the *Home Building Act 1989*.

3.13.2 The Works must:

- (a) be carried with due care and skill and in accordance with the plans and specifications set out in the contract; and
- (b) comprise materials that are good and suitable for the purpose for which they are used and must be new.

3.14 Enduring rights and obligations

3.14.1 An Owner must:

- (a) not carry out any alterations or additions or do any works other than the Works approved by the Owners Corporation or Strata Committee (when relevant);
- (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (c) properly maintain and upkeep those parts of the common property in contact with the Works;
- (d) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- (e) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (f) ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply;
- (g) remain liable for any damage to lot or common property arising out of or in connection with the Works and will make good the damage immediately after it has occurred;
- (h) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the Owner; and
- (i) without derogating from the generality of clause (h) above, indemnifies and shall keep indemnified the Owners Corporation against any loss, damage to or destruction of the Works caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or occupier is in breach of this clause 3.14.

3.14.2 If the dilapidation report referred to in 3.6(a)(iii)(E) of this by-law is obtained, the Owner and the Owners Corporation acknowledge and agree that shall be the basis for ascertaining and determining whether any damage has been occasioned by the Works to the common property and any Lot.

3.15 Recovery of costs

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

- (a) request, in writing, that the Owner complies with the terms of it. The notice shall specify the nature of the non-compliance with the obligation;
- (b) if the Owner fails to comply with the request made pursuant to clause 3.15(a) within seven (7) days from the date of the receipt of the request, by its agents, employees and contractors enter upon the Lot and carry out all work necessary to perform that obligation;
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation; and
- (d) recover any costs from the Owner as a debt due.

3.16 Essential Works

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

3.17 Ownership of Works

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

3.18 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

"Annexure A - FUTURE WORKS"

STRATA PLAN 95296

FUTURE WORKS APPLICATION FORM

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be construed according to the conditions outlined in the SPECIAL BY-LAW NO. 1 PAST AND FUTURE WORKS APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the strata committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNER(S) NAME: _____

UNIT/LOT NUMBER: _____

CONTACT TELEPHONE (list all): _____

EMAIL: _____

LOCATION: ☐ KITCHEN ☐ BATHROOM ☐ TOILET ☐ HALLWAY
 ☐ LIVING ROOM ☐ BEDROOM ☐ OTHER

WORK INVOLVES: ☐ PAINTING ☐ TILING ☐ FLOOR SURFACES ☐ CEILING
 ☐ AIRDUCTS ☐ FIRE SPRINKLERS ☐ PLUMBING ☐ MASONRY
 ☐ WALL REMOVAL PENETRATION ☐ COMMON PROPERTY ALTERATION ☐ LIGHTING ☐ ELECTRICAL
 ☐ OTHER

PREFERRED DATE OF WORKS STARTING...../...../..... ENDING...../...../.....

PLEASE ATTACH:

- DESCRIPTION OF INTENDED WORKS
- PLAN BY ARCHITECT (if available)
- ROUGH PLAN/ DIAGRAM (provided by owner)
- DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the Special By-Law No. 1 for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

OWNER(S) SIGNATURE:.....**DATE:**

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNER(S) SIGNATURE:.....DATE:

CEILING CAVITY ALTERATIONS:

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNER(S) SIGNATURE:.....DATE:

HARDFLOORING IN DESIGNATED AREAS:

As the work applied for entails the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that, after the new floor is installed, I shall pay for acoustic testing and will remove the hard floor and reinstall carpet if it is found to provide inadequate acoustic insulation.

OWNER(S) SIGNATURE:.....DATE:

"Annexure B - PAST WORKS"

STRATA PLAN 95296

PAST WORKS APPLICATION FORM

Use this form if you (or the previous owner) undertook building works or renovations within your apartment. This form is to be construed according to the conditions outlined in the SPECIAL BY-LAW NO1 FOR PAST AND FUTURE WORKS APPROVAL PROGRAMME. Please ensure you have read and Use this form.

OWNER(S) NAME: _____

UNIT/LOT NUMBER: _____

CONTACT TELEPHONE (list all): _____

EMAIL: _____

LOCATION: ☐ KITCHEN ☐ BATHROOM ☐ TOILET ☐ HALLWAY

☐ LIVING ROOM ☐ BEDROOM ☐ OTHER

WORK INVOLVES: ☐ PAINTING ☐ TILING ☐ FLOOR SURFACES ☐ CEILING

☐ AIRDUCTS ☐ FIRE SPRINKLERS ☐ PLUMBING ☐ MASONRY

☐ WALL REMOVAL PENETRATION ☐ COMMON PROPERTY ALTERATION ☐ LIGHTING ☐ ELECTRICAL

☐ OTHER

PREFERRED DATE OF WORKS STARTING...../...../..... ENDING...../...../.....

PLEASE ATTACH:

- DESCRIPTION OF INTENDED WORKS
- PLAN BY ARCHITECT (if available)
- ROUGH PLAN/ DIAGRAM (provided by owner)
- DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the Special By-Law No. 1 for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

OWNER(S) SIGNATURE:.....**DATE:**

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNER(S) SIGNATURE:.....DATE:

CEILING CAVITY ALTERATIONS:

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNER(S) SIGNATURE:.....DATE:

HARDFLOORING IN DESIGNATED AREAS:

As the work applied for entails the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that, after the new floor is installed, I shall pay for acoustic testing and will remove the hard floor and reinstall carpet if it is found to provide inadequate acoustic insulation.

OWNER(S) SIGNATURE:.....DATE:

" Annexure C – FUTURE WORKS "

STRATA PLAN 95296

MOTION < >

Subject to the by-law in the next succeeding motion being approved, THAT The Owners – Strata Plan No. 95296 (the "**Owners Corporation**") SPECIALLY RESOLVES pursuant to section 108 of the *Strata Schemes Management Act 2015* (the "**Act**") for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot < > to the common property on the terms and in the manner as set out in the by-law.

MOTION < >

Subject to the preceding motion being approved, THAT the Owners Corporation SPECIALLY RESOLVES pursuant to sections 141 and 143 of the Act to make a by-law adding to the by-laws in force for the strata scheme in the following terms:

SPECIAL BY-LAW NO < > **Works Lot <**
≥

PART 1

CONFERRAL OF RIGHT

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

PART 2

APPLICATION OF SPECIAL BY-LAW

- 2.1 The provisions of Parts 2, 3.2 and 3.4 to 3.10 (inclusive) of Special By-Law No.1 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Works" and "Lot" as follows:

PART 3

DEFINITIONS

- 3.1 In addition to the definitions in Part 2 of the Special By-Law 1, the following definitions are also adopted:
- (a) "**Future Major Works**" means the works to the Lot and the common property to be carried out in connection with the _____ works for the Lot including:
 - (i) _____; and
 - (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law
 - (b) "**Lot**" means _____ in strata plan 95296.
 - (c) "**Plans**" means the plans/drawing prepared by _____ and dated _____ a copy of which were tabled at the meeting at which this by-law was made and which are attached to this by-law.

" Annexure D – PAST WORKS "

STRATA PLAN 95296

MOTION < >

THAT The Owners – Strata Plan No. 95296 (the "**Owners Corporation**") **SPECIALLY RESOLVES** pursuant to section 106(3) of the *Strata Schemes Management Act* 2015 (the "**Act**") THAT:

- (a) it is inappropriate to maintain, renew, replace or repair the works the subject of the succeeding by-law (as set out in the following motion); and
- (b) this decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

MOTION < >

THAT The Owners Corporation **SPECIALLY RESOLVES** pursuant to sections 141 and 143 of the Act to make a by-law adding to the by-laws in force for the strata scheme on the following terms:

SPECIAL BY-LAW NO < >

Past Works Lot < >

PART 1

CONFERRAL OF RIGHT

- 1.1 This by-law is made under the provisions of Division 3 of Part 7 to the *Strata Schemes Management Act* 2015.
 - 1.1.1 The by-law relates to lot ____ in the strata scheme.
 - 1.1.2 The Owner of lot ____ has previously carried out the Past Works.
 - 1.1.3 The intended effect and purpose of this by-law is to:
 - (a) permit the Owner of lot ____ to retain the Past Major Works; and
 - (b) to confer a right of exclusive use and enjoyment, and special privileges, in respect of the common property concerned or affected by the Past Works.

PART 2

DEFINITIONS & INTERPRETATION

- 2.1 In this by-law, unless the context otherwise requires:
 - (a) **Act** means the *Strata Schemes Management Act* 2015.
 - (b) **Authority** means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot or the Building including the local council.
 - (c) **Building** means the building situated at 16 CONSTITUTION ROAD RYDE NSW 2112.
 - (d) **Essential Works** means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a lot.
 - (e) **Lot** means lot ____ in strata plan 95296.

- (f) **Past Works** means the works to the Lot and the common property carried out as shown on the Plan.
- (g) **Plan** means the plans and/or drawings prepared by _____ and dated _____ a copy of which were tabled at the meeting at which this by-law was made and which are attached to this by-law.
- (h) **Owner** means the owner(s) of the Lot.
- (i) **Owners Corporation** means the body corporate constituted by the registration of strata plan 95296.
- (j) **Works** means Past Minor Renovations and/or Past Major Works.

PART 3

APPLICATION OF SPECIAL BY-LAW

- 3.1 The provisions of 2.2 and 3.3 to 3.10 (inclusive) of Special By-Law No. 1 are adopted for the purposes of this by-law.

Explanation of motion

Owners may wish from time to time, to carry out renovations or other works in or adjacent to their lot or common property. It is very important that the Owners Corporation be made aware of any changes to lot or common property. This is so, having regard to the obligations to properly maintain and repair common property (which is duly cast upon an owners corporation), as well as insurance implications. An owners corporation is responsible for effecting insurance for the building. That insurance covers fixtures and fittings within a lot and even though they are owned by the lot owner. It is important for an owners corporation to be apprised as to any changes within a lot. The by-law sets out, in a straightforward manner the procedure which an owner must follow where works are desired to be carried out. Should it be necessary to make a by-law to, in effect, sanction those works, a simple form of such a by-law is included to assist owners.

" Annexure E "

STRATA PLAN 95296

CONSENT UNDER SECTION 143(1)

STRATA SCHEMES MANAGEMENT ACT 2015

STRATA SCHEME 95296

16 CONSTITUTION ROAD RYDE NSW 2112

TO: The Registrar-General
NSW Land Registry Services
Queens Square
SYDNEY NSW 2000

I/We, _____, CONSENT to the making of a by-law conferring rights over the common property for the Works or Past Works carried out or to be carried out by me/us as the owner/s of lot _____ in our strata scheme and imposing on me/us the responsibility to repair and maintain such works.

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

Dated:

Signature of _____

Owner of Lot _____

CC: The Owners – Strata Plan No. 9529

7 Recovery of Costs

PART 1 PREAMBLE

- 1.1 This by-law is made in accordance with the provisions of Division 2 of Part 7 of the Act.
- 1.2 It is made in relation to the management, administration, control, use of and enjoyment of the lots or common property and lots of a strata scheme.
- 1.3 The purpose of this by-law is to confer a power and authority on the Owners Corporation to recover costs and disbursements incurred as a consequence of the acts and omissions of an Owner or Occupier.
- 1.4 The Owners Corporation has the obligation to properly maintain and keep in a state of good and serviceable repair the common property and fixtures and fittings in the common property.
- 1.5 The Owners Corporation has services provided to it by a Strata Manager.
- 1.6 The Strata Manager charges the Owners Corporation agreed services fees and Additional Services Fees in accordance with a Strata Management Agency Agreement.
- 1.7 From time to time the Additional Service Fees are incurred as a result of the acts and omissions of an Owner or Occupier.
- 1.8 Where the Additional Service Fees are charged following the actions of an Owner or Occupier, then the Owners Corporation shall be permitted to recover those fees from that Owner or Occupier.
- 1.9 In addition to the recovery of Additional Service Fees from the owner or Occupier, the Owners Corporation will be entitled to recover the Costs incurred by the owners corporation in carrying out maintenance and repairs to the common property and any fixtures and fittings in the common property.
- 1.10 In relation to a Services Call -Out, the Owners Corporation will be entitled to recover the costs incurred as a consequence of that call-out from an Owner or Occupier, who caused the same.
- 1.11 With respect to any costs incurred by an Owner then the Owners Corporation shall be entitled to debit the Owner's Levy Register and thereafter credit that register upon payment of the costs.
- 1.12 In relation to any costs incurred by an Occupier in the event that those costs are not recovered from the Occupier, then the Owner will be responsible for any payment. In this event, the Owner's Levy Register shall be debited with the appropriate charge.
- 1.13 This by-law is made pursuant to the power and authority conferred on the Owners Corporation pursuant to section 136 of the Act.

PART 2

DEFINITIONS AND INTERPRETATION

2.1 Definitions

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

- a) **'Additional Services Fees'** means the fees incurred by the performance of additional services and charged in accordance with Schedule B of the Strata Management Agency Agreement.
- b) **'Authority'** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal.

- c) **'Costs'** means any expenditure incurred as a result of the matters referred to in clause 5.1 of this by-law.
- d) **'Levy Register'** means the levy register maintained in accordance with clause 23 of the Strata Schemes Management Regulation 2016.
- e) **'Lot'** means any lot in Strata Plan 95296.
- f) **'Occupier'** means any person in lawful occupation of the Lot.
- g) **'Owner'** means the owner(s) of the Lot.
- h) **'Owners Corporation'** means the body corporate constituted by the registration of Strata Plan 95296.
- i) **'Permitted Persons'** means a person in the strata scheme with the express or implied consent of an Owner or Occupier.
- j) **'Services Call-Out'** means any call-out in relation to the servicing of any facility in the strata scheme and shall include emergency fire safety services, being, without limitation, any call-out as a result of a telephone call to the fire brigade, the setting off of a smoke alarm, or an alert from any fire protection system located within the strata scheme.
- k) **'Strata Management Agency Agreement'** means the instrument in writing by which the appointment of the Strata Manager was made by a resolution at a general meeting of the Owners Corporation.
- l) **'Strata Manager'** means the strata managing agent appointed by the Owners Corporation pursuant to section 49 of the Act or by the Civil and Administrative Tribunal pursuant to an order made under section 237(1) of the Act.

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

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

PART 3 CONFERRAL OF POWER

- 3.1 Notwithstanding anything contained in the by-laws applicable to the scheme (including by-law 17 of the by-laws applicable to the strata scheme), in addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to recover Additional Service fees, Costs and expenditure incurred as a result of a Service Call- Out on the conditions set out in Part 3.
- 3.2 If there is any inconsistency between this by-law and to those applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 4 ACKNOWLEDGEMENT AND AGREEMENT

4.1 Owners and Occupiers acknowledge that:

- a) the Owners Corporation has the obligation to properly maintain and keep in a state of good and serviceable repair the common property and any fixtures and fittings in the common property;
- b) this by-law binds Owners, Occupiers and tenants pursuant to section 135 of the Act and that those owners, occupiers and tenants must comply with it;

- c) the Owners Corporation may recover from an Owner or Occupier any costs including, but limited to, Additional Services Fees, incurred as a consequence of an act or omission which gives rise to a cost to be borne by the Owners Corporation;
- d) the owners Corporation may recover from an Owner or Occupier Costs and the expenditure incurred as a result of a service Call-Out;
- e) the Owners Corporation maintains a Levy Register in accordance with clause 23 of the Strata Schemes Management Regulation 2016 and that it will debit that register in the appropriate section for the relevant Lot for the costs referred to in clause 4.1(c) and (d) of this by-law; and
- f) any cost incurred as a consequence of the act or omission of an Occupier, and not paid to the Owners Corporation by that occupier, must be paid by the Owner of the Lot in which the occupier resides.

4.2 Owners agree that they will:

- a) comply with the provisions of this by-law; and
- b) provide a copy of this by-law to any Occupier, tenant or person in possession of their Lot and other comply with section 186 of the Act.

PART 5

RE-IMBURSEMENT OF COSTS

5.1 An Owner or Occupier who:

- a) damages lawns or plants on common property;
- b) damages common property;
- c) obstructs common property by having an item, article or personal property on it;
- d) deposits waste on common property;
- e) causes the Owners Corporation to serve a notice to comply pursuant to section 146 of the Act shall reimburse the Owners Corporation for the costs incurred by it.

5.2 In the event that costs are incurred as a consequence of the matters referred to in clause 5.1 hereof, the Owners Corporation shall serve a written notice on the Owner or Occupier requiring that owner or occupier to reimburse it for that cost.

PART 6

RECOVERY OF COSTS AND OTHER EXPENSES FOR CALL-OUT

6.1 Without limiting the effect or any by-law applicable to the strata scheme, an Owner or Occupier shall not:

- a) without lawful excuse or cause, make, or case to be made; or
- b) request, prompt or provoke without lawful excuse or cause a Services Call-Out.

6.2 An Owner or Occupier who makes, or causes to be made, a Services Call-Out in contravention of clause 6.1 hereof shall reimburse the Owners Corporation for all costs incurred with respect to that call-out.

6.3 For the avoidance of doubt, the reference to expenses in paragraph 6.1 above includes (but is not limited to) the costs of attendance at the strata scheme of any fire brigades, ambulance, police, security or other servicemen involved as a result of the Owners or Occupier's making, or causing to be made, the Services Call-Out.

- 6.4 An Owner or Occupier acknowledges and agrees that he will reimburse the Owners Corporation for all costs of any Fire Services Call-Out made, or caused to be made, by a Permitted Person in contravention of clause 6.1 hereof.
- 6.5 The Owners Corporation shall service a notice on an Owner or Occupier, who has contravened clause 6.1 hereof, requiring payment of the costs of the Services Call-Out and the Owner or Occupier shall make such payment to the Owners Corporation within seven (7) days from the service of the notice.
- 6.6 If any Owner or Occupier fails to comply with any obligation under this by-law:
- a) the Owners Corporation may recover the costs of enforcement of this by-law from the Owner or Occupier as a debt due (and may include reference of that debt in the Levy Register for the Lot); and
 - a) the Owner or Occupier acknowledges and agrees that any such debt under clause 3.5 above, if not paid at the end of one (1) month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 percent or, if the regulations provide for another rate, that other rate, and the interest will form part of that debt.

8 Works Lot 220

PART 1 CONFERRAL OF RIGHT

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

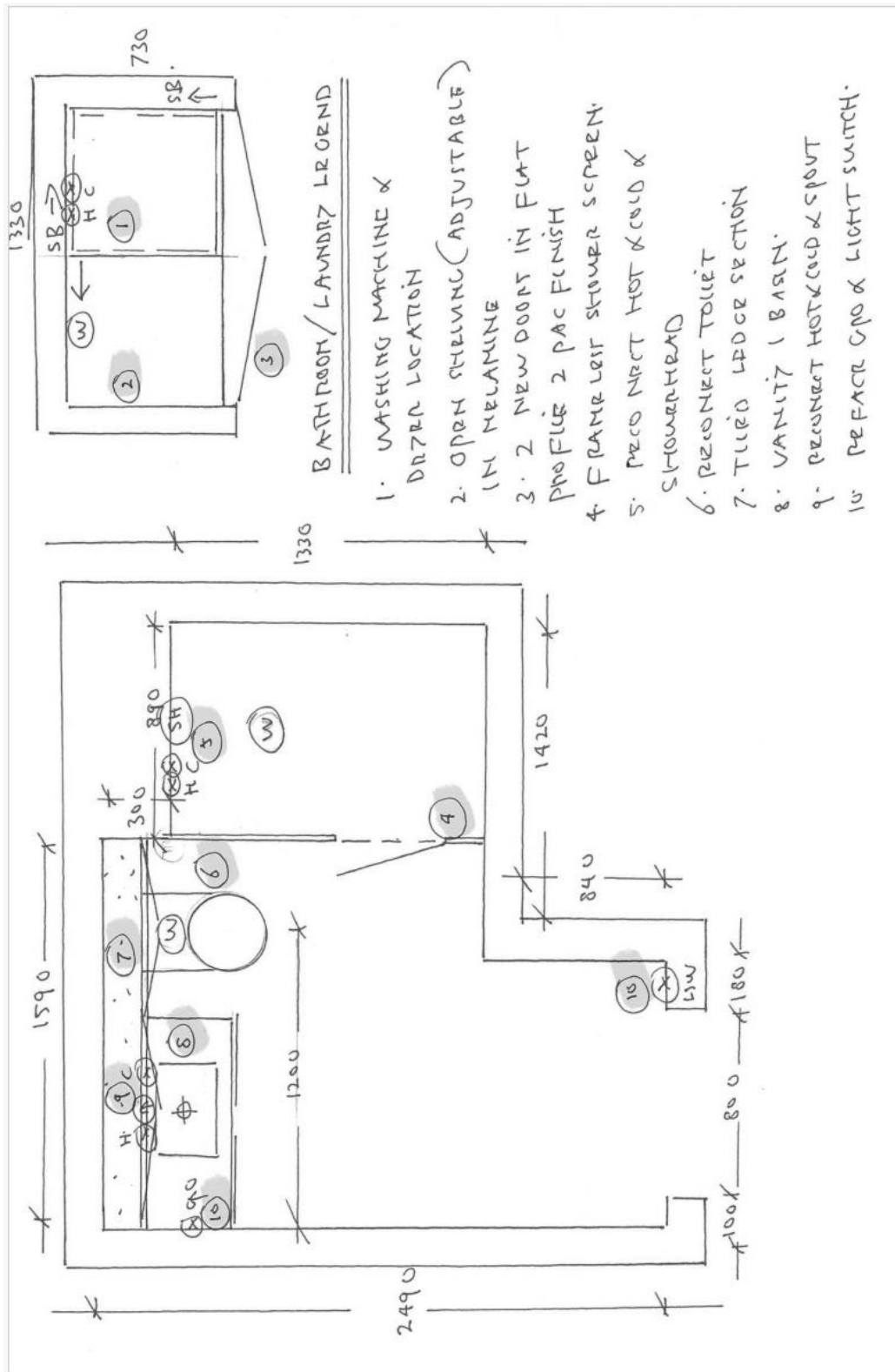
PART 2 APPLICATION OF SPECIAL BY-LAW

- 2.1 The provisions of Parts 2, 3.2 and 3.4 to 3.10 (inclusive) of Special By-Law 6 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Works" and "Lot" as follows:

PART 3 DEFINITIONS

- 3.1 In addition to the definitions in Part 2 of the Special By-Law 6, the following definitions are also adopted:
- (a) **"Future Major Works"** means the works to the Lot and the common property to be carried out in connection with the bathroom and laundry renovation works for the Lot including:
 - (i) bathrooms and laundry renovation including re-tiling, re-waterproofing, plumbing, electrical works, fittings and etc; and
 - (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law
 - (b) **"Lot"** means 220 in strata plan 95296.
 - (c) **"Plans"** means the plans/drawing prepared by Robyn Hadlow and dated 19/07/2024 a copy of which were tabled at the meeting at which this by-law was made and which are attached to this by-law.

Annexure – Plan



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

Leave this space clear. Affix additional
pages to the top left-hand corner.

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

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

(A) **TORRENS TITLE**

For the common property
CP/SP95296

(B) **LODGED BY**

Document
Collection
Box

Name CHARLES CIAPPARA

Company SARVAAS CIAPPARA LAWYERS

Address SUITE 702, 65 YORK STREET, SYDNEY NSW 2000

E-mail CHAN@SCLAW.COM.AU

Contact Number 02 9221 1290

Customer Account Number (IF APPLICABLE) Reference 2245420

CODE

CH

(C) The Owner-Strata Plan No. 95296 certify that a special resolution was passed on 25/8/2024

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. SPECIAL BY-LAW 8

Amended by-law No. NOT APPLICABLE

as fully set out below :

Special By-law 8 - Works Lot 220 starting from Page 49 of 50.

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.

(G) The seal of The Owners-Strata Plan No. 95296 was affixed on 04/09/2024 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :

Name : DONG LI

Authority : STRATA MANAGER

Signature :

Name :

Authority :



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 95296 was affixed on ^ 05/09/2024 in the
presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to
attest the affixing of the seal.

Signature:  Name: Dong Li Authority: Strata Manager

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during
the initial period and when the common property title does not have a notification indicating the initial
period has been expired.



Form: 13PC
Release: 3-1

POSITIVE COVENANT

New South Wales

Section 88E(3) Conveyancing Act 1919



AM958955N

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

(A) **TORRENS TITLE**

1/1229776, 2/1229776

RELODGED

(B) **LODGED BY**

18 JAN 2016

Document
Collection
Box

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

Holdmark Property Group
Suite 2, 2-4 Giffnock Avenue
Macquarie Park NSW 2113

Tel: 9889 5540

Reference: Sue Tan

CODE

PC

TIME: 4.27
REGISTERED

Of the above land

Holdmark Enterprises Pty Ltd ACN 139 585 998, 357 HPG Pty Ltd ACN 133 364 229776.
084 AIT Investment Group Pty Ltd ACN 155 474 678 → being registered proprietor of lot 2 in DP 1229776

(D) **LESSEE**

MORTGAGEE

or

CHARGE

E

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

Nature of Interest

Number of Instrument

Name

Mortgage

AK447053

AK 44 7211

AK 44 7298

National Australia Bank Limited

(E) **PRESCRIBED**

AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919
Council of the City of Ryde

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

DATE

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Signature of authorised officer:

Name of witness:

MYRA MALEK

Name of authorised officer:

DANIEL PEARSE

Address of witness:

3 Richardson Pl, North Ryde
2113

Position of authorised officer:

Senior Coordinator, Development Engineering Services

(G) **Execution by the registered proprietor**

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

Company:

For execution by the registered proprietors see Annexure A

Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

(H) **Consent of the mortgagee**

The mortgagee under mortgage

No. AK447053

, agrees to be bound by this positive covenant.

I certify that the above mortgagee
signed this application in my presence.

who is personally known to me or as to whose identity I am otherwise satisfied

Signature of witness:

Signature of mortgagee:

Name of witness:

see annexure A

Address of witness:

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

I am authorised to make this change.

Name:

Daniel Pearse

Date:

15/11/17

Annexure: **A** to POSITIVE COVENANT

Parties:

Bayone Holdmark Enterprises Pty Ltd ACN 139 585 998, 357 HPG Pty Ltd ACN 133 364 084, AIT Investment Group Pty Ltd ACN 155 474 678 and Council of the City of Ryde

Dated:

Certified true and correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person whose signature appears below pursuant to the authority specified:

Company: Holdmark Enterprises Pty Ltd ACN 139 585 998
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held:

Sarkis Nassif
Sole Director
Sole secretary



Certified true and correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person whose signature appears below pursuant to the authority specified:

Company: 357 HPG Pty Ltd ACN 133 364 084
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held:

Sarkis Nassif
Sole Director
Sole secretary



Certified true and correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person whose signature appears below pursuant to the authority specified:

Company: AIT Investment Group Pty Ltd ACN 155 474 678
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held:

Sarkis Nassif
Sole Director
Sole secretary



Signed by the Mortgagee

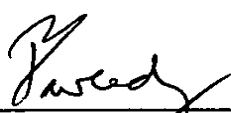
SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level 2 Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:

WITNESS

SHANE CHOY

2 Giffnock Avenue

Macquarie Park NSW 2113


ATTORNEY
RACHEL DTWEEDY

Page 2 of 6

I am authorised to make this change.

Name: Daniel Pearce Date: 15/11/17

Annexure B to Public positive covenant imposed by a Prescribed Authority being the Council of the City of Ryde under section 88E(3) of the Conveyancing Act 1919

Parties:

Holdmark Enterprises Pty Ltd ACN 139 585 998, 357 HPG Pty Ltd ACN 133 364 084,
AIT Investment Group Pty Ltd ACN 155 474 678 and Council of the City of Ryde

1. In these terms:

- authority to grant DP 1229776 18/1/18*
- authority to grant DP 1229776 18/1/18*
- a. **Area** means the site of the restriction or covenant shown or marked on the plan to which these terms relate, and if no such site is shown or marked, then **Area** means the whole, and every part, of the lot burdened; *being Lot 1 and Lot 2 in DP 1229776*
- b. **Council** means the Council of the City of Ryde, and includes its servants and authorised agents;
- c. **Owner** means the registered proprietor for the time being of the lot burdened, *being Lot 1* their successors and assigns and anyone claiming through the registered *and Lot 2 in DP 1229776* proprietor;
- d. **System** means the pump-out drainage system and WSUD components within the Area including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, fittings, tanks, chambers, basins and surfaces designed to temporarily detain water;
- e. Where there is more than one more Owner the terms of this covenant and restriction bind the Owners jointly and severally; and
- f. The singular includes the plural, and vice versa.

2. The Owner will at his own expense well and sufficiently maintain and keep in good and substantial repair and working order the System in accordance with the design, dimensions, specifications and performance standards approved by the Council.

3. Without limiting the obligations in clause 2, the Owner must-

- a. keep the System clean and free from obstructions, rubbish and debris;
- b. maintain and repair the System at the sole expense of the Owner so that it functions in a safe and efficient manner;
- c. without limiting clause 3(b) the maintenance must include-
- i. the checking of the condition of the pumps forming part of the System by pumping water for at least 5 minutes every 6 months and
- ii. maintaining a log book of the periodic checks made.
- d. permit the Council from time to time and upon giving reasonable notice (but in the case of an emergency, at any time and without notice) to enter the Area and inspect the System for compliance with the requirements of this covenant;
- e. comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

4. Without limiting its powers under Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:

- a. In the event that the Owner fails to comply with any written notice from the Council as set out above the Council may enter the lot burdened with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the notice referred to in clause 3(d) above ("Work").
 - b. The Council may recover from the Owner in a Court of competent jurisdiction:
 - i. any expense reasonably incurred by it in exercising its powers under subparagraph 4(a). Such expense shall include reasonable wages for the Council's employees engaged in effecting the Work, supervising and administering the Work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the Work.
 - ii. legal costs on an indemnity basis for the issue of the notices and recovery of the costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
5. Without limiting any other right of the Council, the Owner indemnifies and agrees to keep indemnified the Council from and against any claim, loss or damage (including legal costs on a full indemnity basis) which the Council may suffer due to, and/or which arises from, the non-compliance with or departure from these terms by the Owner (whether by act or omission).
6. The name of the body empowered to release, vary or modify the restriction or covenant referred to in these terms is:

Council of the City of Ryde.

I am authorised to make this change.
Name: Daniel Pearce Date: 15/11/17

ON-SITE STORMWATER DETENTION

AnnexureC to Public Positive Covenant Imposed by a Prescribed Authority being the Council of the City of Ryde under Section 88E(3) of the Conveyancing Act 1919

Parties:

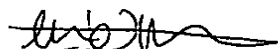
Holdmark Enterprises Pty Ltd CAN 139 585 998, 357 HPG Pty Ltd CAN 133 364, 084, AIT Investment Group Pty Ltd CAN 155 474 678 and Council of the City of Ryde

1. In these terms-
 - a. "Area" means the site of the restriction or covenant shown or marked on the plan to which these terms relate, and if no such site is shown or marked, then "Area" means the whole, and every part, of the lot burdened;
 - b. "Council" means the Council of the City of Ryde, and includes its servants and authorised agents;
 - c. "Owner" means the registered proprietor for the time being of the lot burdened, their successors and assigns and anyone claiming through the registered proprietor;
 - d. "System" means the on-site detention system within the Area including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, fittings, tanks, chambers, basins and surfaces designed to temporarily detain water;
 - e. Where there is more than one more Owner the terms of this covenant and restriction bind the Owners jointly and severally; and
 - f. The singular includes the plural, and vice versa.
2. The Owner will at his own expense well and sufficiently maintain and keep in good and substantial repair and working order the System in accordance with the design, dimensions, specifications and performance standards approved by the Council.
3. Without limiting the obligations in clause 2, the Owner must-
 - a. keep the System clean and free from obstructions, rubbish and debris;
 - b. maintain and repair the System at the sole expense of the Owner so that it functions in a safe and efficient manner;
 - c. permit the Council from time to time and upon giving reasonable notice (but in the case of an emergency, at any time and without notice) to enter the Area and inspect the System for compliance with the requirements of this covenant;
 - d. comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.
4. Without limiting its powers under Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers-
 - a. In the event that the Owner fails to comply with any written notice from the Council as set out above the Council may enter the lot burdened with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the notice referred to in clause 3(d) above ("Work").
 - b. The Council may recover from the Owner in a Court of competent jurisdiction:
 - i. any expense reasonably incurred by it in exercising its powers under sub-paragraph 4(a). Such expense shall include reasonable wages for the Council's employees engaged in effecting the Work, supervising and administering the Work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the Work.
 - ii. legal costs on an indemnity basis for the issue of the notices and recovery of the costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
5. Without limiting any other right of the Council, the Owner indemnifies and agrees to keep indemnified the Council from and against any claim, loss or damage (including legal costs on a full indemnity basis) which the Council may suffer due to, and/or which arises from, the non-compliance with or departure from these terms by the Owner (whether by act or omission).
6. The name of the body empowered to release, vary or modify the restriction or covenant referred to in these terms is: **Council of the City of Ryde**

Proprietor/s & Prescribed Authority - initial here



Execution by the Prescribed Authority



Signature of Witness

MURA MALEK

Name of Witness

3 Richardson Place NORTH RYDE NSW 2113

Address of Witness



Signature of Authorised officer

DANIEL PEARSE

Name of Authorised Officer

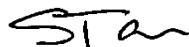
Senior Coordinator Development Engineering Services

Position of Authorised Officer

Authorised delegate pursuant to s.377 Local Government Act 1993

Execution by the Registered Proprietor

(Anyone listed on the title is required to sign)



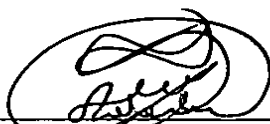
Signature of Witness

Shan Seetan

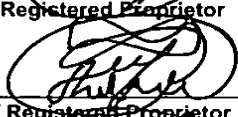
Name of Witness

Suite 2 2-4 Clifnock Ave

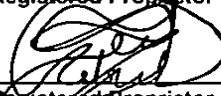
Address of Witness Macquarie Park
NSW 2113



Signature of Registered Proprietor



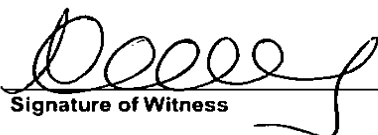
Signature of Registered Proprietor



Signature of Registered Proprietor

Consent of the lessee/mortgagee/charge

(Sign here with seal or provide separate annexure)



Signature of Witness

SHAN CHAY

Name of Witness

2 Clifnock Avenue,

Address of Witness Macquarie Park NSW 2113

Signed sealed and delivered for and on behalf of National Australia Bank Limited ABN 12 004 044 937 by its Attorney who holds the position of Law/2 Attorney under Powers of Attorney Registered Book 9512 No 39 in the presence of.



Signature of Mortgagee

RACHEL TWEEDY

Print Name

Form: 0ITG
Release: 3-1

TRANSFER
GRANTING EASEMENT
New South Wales
Real Property Act 1900



AJ713953L

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

(A) **TORRENS TITLE**

Servient Tenement 2/1025357 2/1205357	Dominant Tenement 1/930584, 2/930584, 1/104280 1/713706
---	---

(B) **LODGED BY**
27 AUG 2015
TIME: 9:39

Document Collection Box IN	Name, Address or DX, Telephone, and Customer Account Number if any Holdmark Property Group Suite 2, 2 Giffnock Avenue Macquarie Park NSW 2113 Tel: 9889 5540 Reference: Sue Tan	CODE TG
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(C) **TRANSFEROR**
BAYONE PROJECTS PTY LTD A.C.N. 113 337 518

(D) The transferor acknowledges receipt of the consideration of \$ 1.00
and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**
EASEMENT FOR CRANE OVERHANG AFFECTING THE WHOLE OF THE LOT AS SET OUT IN ANNEXURE A
out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) **TRANSFeree**
HOLDMARK ENTERPRISES PTY LTD A.C.N. 139 585 998

DATE

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

Company: BAYONE PROJECTS PTY LTD
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

SARKIS NASSIF

Sole Director/Secretary

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

Company: HOLDMARK ENTERPRISES PTY LTD
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

SARKIS NASSIF

Sole Director/Secretary

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

DP 1205357 / SP 91016

Annexure 'A'

Transfer Granting Easement

Dominant tenement: 1/930584, 2/930584, 1/104280, 1/713706

Servient tenement: 2/1205357

1. Easement for crane overhang

- 1.1 The owner of the lot benefited and any person authorised by it has the right to access the airspace over any improvements on the lot burdened to swing a crane within the air space above any improvements for the purpose of carrying out development work on the lot benefitted or in the vicinity of the lot benefitted.
- 1.2 In exercising these rights the owner of the lot benefited must:
 - (a) ensure all work on the lot benefited is done properly and carried out as quickly as is practicable, and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (d) make good any damage to the lot burdened caused by the use of this easement.
- 1.4 This easement will cease upon the registration of the strata plan of subdivision of the lot benefitted.
- 1.5 The name of the person or authority having the power to release, vary or modify the easement is Holdmark Enterprises Pty Ltd A.C.N. 139 585 998.



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

Lengths are in metres

Sheet 1 of 8 Sheets

Plan

DP1229776

Plan of subdivision of Lot 3 in DP7130, Lot 1 in DP104280, Lot 2 in DP550006, Lot 1 in DP713706, Lots 1 & 2 in DP810552, Lots 1 & 2 in DP930584 and Lots 1 & 2 in DP982743

Name and address of Owner

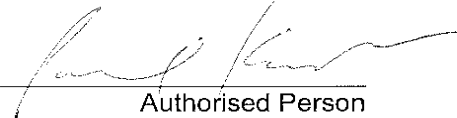
Holdmark Enterprises Pty Ltd ABN 92 139 585 998
Suite 2, 2 Giffnock Avenue
Macquarie Park NSW 2113

357 HPG Pty Ltd ABN 59 133 364 084
Suite 2, 2 Giffnock Avenue
Macquarie Park NSW 2113

AIT Investment Group Pty Ltd ACN 155 474 678
Suite 2, 2 Giffnock Avenue
Macquarie Park NSW 2113
Covered by Subdivision Certificate No. 5771
Dated: 31.07.2017

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for services affecting the whole of the lot	Lot 1 Lot 2	Lot 2 Lot 1
2.	Easement to drain water affecting the whole of the lot	Lot 1 Lot 2	Lot 2 Lot 1
3.	Easement for emergency egress affecting the whole of the lot	Lot 1 Lot 2	Lot 2 Lot 1
4.	Right of way variable width limited in stratum (ROW)	Lot 1 Lot 2	Lot 2 Lot 1
5.	Easement for access 13.07 wide limited in stratum (A)	Lot 1 Lot 2	Lot 2 Lot 1
6.	Easement for garbage collection and loading area limited in stratum (M)	Lot 1	Lot 2


Authorised Person

Lengths are in metres

Sheet 2 of 8 Sheets

Plan **DP1229776**

Plan of subdivision of Lot 3 in DP7130, Lot 1 in DP104280, Lot 2 in DP550006, Lot 1 in DP713706, Lots 1 & 2 in DP810552, Lots 1 & 2 in DP930584 and Lots 1 & 2 in DP982743

Covered by Subdivision Certificate No. 5771
 Dated: 31.07.2017

7.	Right of way 13.07 wide limited in stratum (RW)	Lot 1 Lot 2	Council of the City of Ryde Council of the City of Ryde
8.	Easement for future services affecting the whole of the lot	Lot 1 Lot 2	Lot 2 Lot 1

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Right of carriageway (Vide G572716)	1/104280	2/930584
2.	Right of Carriageway (Vide G572717)	2/930584	1/104280

PART 2 (TERMS)

1. Terms of easement for services affecting the whole of the lot numbered 1 in the Plan

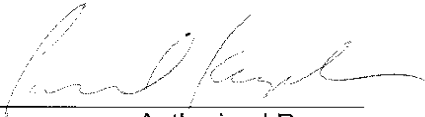
Easement for services as defined in Part 11 of Schedule 8 of the Conveyancing Act 1919.

The Authority with the power to release, modify or vary this easement is the Council of the City of Ryde.

2. Terms of easement to drain water affecting the whole of the lot numbered 2 in the Plan

Easement to drain water as defined in Part 3 of Schedule 8 of the Conveyancing Act 1919.

The Authority with the power to release, modify or vary this easement is the Council of the City of Ryde.


 Authorised Person

Lengths are in metres

Sheet 3 of 8 Sheets

Plan **DP1229776**

Plan of subdivision of Lot 3 in DP7130, Lot 1 in DP104280, Lot 2 in DP550006, Lot 1 in DP713706, Lots 1 & 2 in DP810552, Lots 1 & 2 in DP930584 and Lots 1 & 2 in DP982743

Covered by Subdivision Certificate No. 5771
Dated: 31.07.2017

3. Terms of emergency egress affecting the whole of the lot numbered 3 in the Plan

Right of footway as defined in Part 2 of Schedule 8 of the Conveyancing Act 1919 and further that the easement shall only be enjoyed for the purposes of any emergency evacuation procedure or drill.

The Authority with the power to release, modify or vary this easement is the Council of the City of Ryde.

4. Terms of right of way variable width limited in stratum (ROW) numbered 4 in the Plan

Right of carriageway as defined in Part 1 of Schedule 8 of the Conveyancing Act 1919.

The Authority with the power to release, modify or vary this easement is the Council of the City of Ryde.

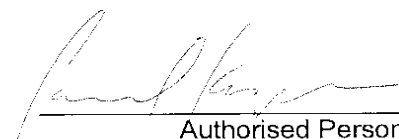
5. Terms of easement for access 13.07 wide limited in stratum (A) numbered 5 in the Plan

Right of access as defined in Part 14 of Schedule 8 of the Conveyancing Act 1919.

The Authority with the power to release, modify or vary this easement is the Council of the City of Ryde.

6. Terms of easement for garbage collection and loading area limited in stratum (M) numbered 6 in the Plan

- (a) The owner of the lot benefitted and its authorised users has the right to enter onto the easement site to place garbage bins at the location set aside for such storage for the purpose of garbage collection. The owner of the lot benefitted and its authorised users must ensure that its garbage bins are only brought onto the easement site no earlier than the day before the garbage collection and the empty garbage bins are collected from the easement site as soon as practicable.
- (b) The owner of the lot benefitted and its authorised users has the right to use the easement site as a loading area.
- (c) In exercising its rights conferred by this easement, the owner of the lot benefitted must:
 - (i) cause as little inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened;



Authorised Person

Lengths are in metres

Sheet 4 of 8 Sheets

Plan **DP1229776**

Plan of subdivision of Lot 3 in DP7130, Lot 1 in DP104280, Lot 2 in DP550006, Lot 1 in DP713706, Lots 1 & 2 in DP810552, Lots 1 & 2 in DP930584 and Lots 1 & 2 in DP982743

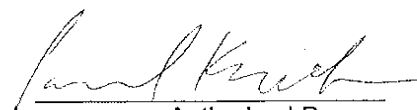
Covered by Subdivision Certificate No. 5771
Dated: 31.07.2017

- (ii) cause as little damage as is practicable to the easement site and any improvements on it; and
- (iii) make good any damage caused to the easement site and any improvements on it arising from the use of the easement site for the purposes of this easement by the owner of the lot benefitted.

The Authority with the power to release, modify or vary this easement is the Council of the City of Ryde.

7. ^{RIGHT OF WAY} Terms of easement for public access 13.07 wide limited in stratum (RW) numbered 7 in the Plan

- (a) The Council and its authorised users have the right to pass and repass over the easement site.
- (b) When exercising their rights under this easement, the Council and its authorised users must:
 - (i) exercise their respective rights consistently with the rights of all other users who have the same of similar rights,
 - (ii) only use the easement site to pass and repass,
 - (iii) cause as little inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened,
 - (iv) cause as little damage as is practicable to the lot burdened and any improvement on it.
- (c) The owner of the lot burdened may make rules and/or prohibit the use of scooters, skateboards or roller skates over the easement site to protect the safety of other users and/or occupiers of the lot burdened.
- (d) The owner of lot burdened must keep the easement site in a clean condition to Council's satisfaction, acting reasonably.
- (e) If requested by Council (acting reasonably), the owner of the lot burdened must carry out any maintenance or repair work to the easement site, including all structures, lighting and landscaping within the easement site.
- (f) The owner of the lot burdened must maintain and pay for the electricity supply to all lighting on the easement site and must ensure that such lighting is in good working order and operating in non-daylight hours.


Authorised Person

Lengths are in metres

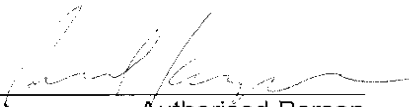
Sheet 5 of 8 Sheets

Plan **DP1229776**

Plan of subdivision of Lot 3 in DP7130, Lot 1 in DP104280, Lot 2 in DP550006, Lot 1 in DP713706, Lots 1 & 2 in DP810552, Lots 1 & 2 in DP930584 and Lots 1 & 2 in DP982743

Covered by Subdivision Certificate No. 5771
Dated: 31.07.2017

- (g) If the owner of the lot burdened does not comply with paragraphs (d), (e) or (f), the owner of the lot burdened must:
 - (i) allow Council to enter the lot burdened and to remain for any reasonable time for the purposes of carrying out any necessary work on the easement site to ensure that the easement site is suitable for public access including cleaning, constructing, placing, repairing or maintaining trafficable surfaces, structures, lighting and landscaping within the easement site, and
 - (ii) reimburse Council for the cost of that work, upon receipt of a request for payment from Council.
- (h) In exercising its powers under paragraph (g) the Council must:
 - (i) ensure that all work is done properly,
 - (ii) cause as little inconvenience as is practicable to the owner of the lot burdened and owners and occupiers of the strata scheme,
 - (iii) cause as little damage as is practicable to the lot burdened and any improvements on it,
 - (iv) restore any damage caused by Council (or its employees, contractors or agents) to the lot burdened so that the lot burdened is restored as nearly as is practicable to its former condition,
 - (v) make good any collateral damage and
 - (vi) ensure that Council does not permit or do anything which may result in the owner of the lot burdened to be in breach of any maintenance agreement with any third parties or any other agreements with any third parties including tenants in the strata scheme.
- (i) The owner of the lot burdened must insure in any occurrence based policy against public liability covering the public use of the easement site for a sum determined by the owner of the lot burdened, which must not be less than \$20 million, and must provide evidence of insurances to Council as soon as practicable after receiving a written request to do so.
- (j) Subject to paragraph (c), the owner of the lot burdened may not create any rules or regulations relating to rights granted to Council under this easement or which are inconsistent with the obligations of the owner of the lot burdened in relation to the easement site.


Authorised Person

Lengths are in metres

Sheet 6 of 8 Sheets

Plan **DP1229776**

Plan of subdivision of Lot 3 in DP7130, Lot 1 in DP104280, Lot 2 in DP550006, Lot 1 in DP713706, Lots 1 & 2 in DP810552, Lots 1 & 2 in DP930584 and Lots 1 & 2 in DP982743

Covered by Subdivision Certificate No. 5771
Dated: 31.07.2017

- (k) This easement will take affect from the date of registration of the strata plan of subdivision of Lot 2.

The Authority with the power to release, modify or vary this easement is the Council of the City of Ryde.

8. Terms of easement for future services affecting the whole of the lot numbered 8 in the Plan

Easement for services as defined in Part 11 of Schedule 8 of the Conveyancing Act 1919.

The Authority with the power to release, modify or vary this easement is the Council of the City of Ryde.


Authorised Person

Lengths are in metres

Sheet 7 of 8 Sheets

Plan **DP1229776**

Plan of subdivision of Lot 3 in DP7130, Lot 1 in DP104280, Lot 2 in DP550006, Lot 1 in DP713706, Lots 1 & 2 in DP810552, Lots 1 & 2 in DP930584 and Lots 1 & 2 in DP982743

Covered by Subdivision Certificate No. 5771
Dated: 31.07.2017

Signing Page

Signed by the registered proprietor

Signed by **Holdmark Enterprises Pty Ltd** ABN 92 139 585 998
pursuant to s127
Corporations Act 2001



sign

SOLE DIRECTOR / SECRETARY

office (director or secretary)

SARKIS NASSIF

full name

Signed by **357 HPG Pty Ltd** ABN 59 133 364 084
pursuant to s127
Corporations Act 2001



sign

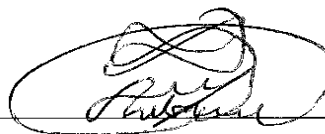
SOLE DIRECTOR / SECRETARY

office (director or secretary)

SARKIS NASSIF

full name

Signed by **AIT Investment Group Pty Ltd** ACN 155 474 678
pursuant to s127
Corporations Act 2001



sign

SOLE DIRECTOR / SECRETARY

office (director or secretary)

SARKIS NASSIF

full name

Authorised Person

Lengths are in metres

Sheet 8 of 8 Sheets

Plan **DP1229776**

Plan of subdivision of Lot 3 in DP7130, Lot 1 in DP104280, Lot 2 in DP550006, Lot 1 in DP713706, Lots 1 & 2 in DP810552, Lots 1 & 2 in DP930584 and Lots 1 & 2 in DP982743

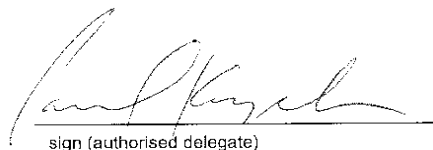
Covered by Subdivision Certificate No. 5771
Dated: 31.07.2017

Signed by Council of the City of Ryde

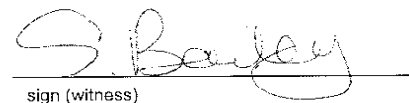
Signed by **Council of the City of Ryde** by

PAUL KACZAR
GENERAL COUNCIL

its duly
authorised delegate
pursuant to S.377
Local Government
Act 1993


sign (authorised delegate)

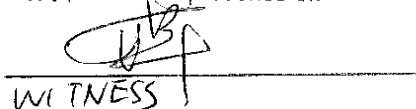
I certify that I am an eligible witness and that the authorised delegate signed this document in my presence


sign (witness)

Sandra Bailey
full name (witness)
Council of City of Ryde
3 Richardson Place
address (witness) North Ryde 2113

Signed by the mortgagee

SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level 2 Attorney under Power of Attorney Registered No 39 Book 45 12 in the presence of:


WITNESS

CAROLINE SHEN
Associate
NAB Corporate Property NSW
Level 22, 155 George Street
Sydney.


ATTORNEY
ADAM PEARCE
Director
NAB Corporate Property NSW

REGISTERED



8.09.2017

Authorised Person

REC'D 14 NOV 1915 3.14 PM

14 NOV 1915 3.37 PM

Fees:

Transfer

Endorsement

Certificate

New South Wales.

32591

MEMORANDUM OF TRANSFER.



REAL PROPERTY ACT, 1900.)

A213588

FEE SIMPLE.

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

I, MICHAEL NANCARROW of Hyde Orchardist

A213588

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

being registered as the proprietor of an Estate in *fee simple*^b in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum

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

underwritten or endorsed hereon,^c in consideration of ^d THREE HUNDRED AND NINETY

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

SIX POUNDS ONE SHILLING AND TENPENCE

(£ 396. 1.10)

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

paid to me by^e GEORGE SARA of Drumoyne Clerk

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

the receipt whereof I hereby acknowledge,

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

do hereby transfer to the said^f George Sara

g Area in acres, roods, or perches.

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

h Parish or town and county.

situate in^h the parish of Hunters Hill and County of Cumberland

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

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

beingⁱ part of the land comprised in^j Certificate of Title

k Strike out if not appropriate.

dated 19th April 1913 registered volume No. 2359 folio 64 and being Lots 3 and 4 as shown on Deposited Plan Number 7130.

These references will suffice, if the whole land in the grant or certificate be transferred.

And also in the pieces of land as follows:

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

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

AND the said GEORGE SARA doth hereby for himself his heirs executors administrators and assigns COVENANT with the said Michael Nancarrow his executors administrators and assigns (THAT the external walls of every main building which shall be erected by him the said George Sara his heirs executors administrators or assigns upon the above mentioned lands shall be constructed of brick or stone or brick and stone and such main building shall be roofed with tiles or slates and the minimum cost of such main building shall be the sum of Three hundred pounds.)

[Rule up all blanks before signing.]

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

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

[Price, 6d.]

S2131

27896

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

m If this instrument be
signed or acknowledged
before the Registrar-
General or Deputy
Registrar-General, or
a Notary Public, a
J.P., or Commissioner
for Affidavits, to whom
the Transferrer is
known, no further
authentication is
required. Otherwise
the ATTESTING WITNESS
must appear before
one of the above
functionaries to make
a declaration in the
annexed form.

This applies only to
instruments signed
within the State.
If the parties be
resident without the
State, but in any
British Possession, the
instrument must be
signed or acknowledged
before the Registrar-
General or Recorder of
Titles of such
Possession, or before
any Judge, Notary
Public, Governor,
Government Resident,
or Chief Secretary of
such Possession. If
resident in the
United Kingdom, then
before the Mayor or
Chief Officer of any
Corporation, or a
Notary Public. And if
resident at any foreign
place, then before the
British Consular
Officer at such place.
If the Transferrer or
Transferee signs by a
mark, the attestation
must state "that the
instrument was read
over and explained
to him, and that he
appeared fully to un-
derstand the same."

n Repeat attestation for
additional parties if
required.

513:21

[Rule up all blanks before signing.]

In witness whereof, I have hereunto subscribed my name, at Geneva
the Seventeenth day of November in the year
of our Lord one thousand nine hundred and fifteen

Signed in my presence by the said

Richard A. Carson

WHO IS PERSONALLY KNOWN TO ME

Ellen Houston

Signed

Clerk to Minister of Public Works

Seal and Stamp

M. Rancarr
Transferrer.*

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

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

Signed in my presence by the said

GEORGE SARA

WHO IS PERSONALLY KNOWN TO ME

George Sara
Joe
McL...

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

George Sara
Transferree.

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at

, the

day of

, one thousand nine hundred and

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

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

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same

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

r Name of witness and residence.

s Name of Transferor.

t Name of Transferee.

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

No. **A213588** Memorandum of Transfer of.

*Lots 3 & 4 D.P. 130
Mun. Ryde*

Subject to covenant

M. Pancarrow

Transferor.

George Sara

Transferee.

Particulars entered in the Register Book, Vol. **2359**

Folio **64**

18th day of *November*, 19*15*,
at *34* minutes *past* 3 o'clock
in the *after* noon.



42127387 Checks Please to be paid to the Registrar General

	DATE	INITIALS
SENT TO SURVEY BRANCH	NOV 25 1915	
RECEIVED FROM RECORDS	NOV 26 AM	
DRAFT WRITTEN	NOV 30 1915	
DRAFT EXAMINED	NOV 30 1915	
DIAGRAM COMPLETE	30-11-15	
DIAGRAM EXAMINED	30-11-15	
DRAFT FORWARDED		
RETD. TO RECORDS		
CERTIFICATE ENCROSSED		
SUPT. OF ENCROSSERS		
DEP. REGISTRAR GENERAL		
2626		173
VOL	FOL	

REQD FOR DELIVERY
DEC 6 - 1915

NOV 25 P. 1

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

N.B. - ALL LANDS GRANTED FROM THE CROWN SINCE 1st JANUARY, 1855, ARE, BY THE PROVISIONS OF THE REAL PROPERTY ACT AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT.

REQD 17 NOV 1915 3.30 PM
REQD 18 NOV 1915 3.30 PM

4 April 2026

Infotrack Pty Limited

Reference number: 8005151605

Property address: U 2 C/16 Constitution Rd Ryde NSW 2112

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team

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**.

Dahan Lawyers
Suite 6, Level 7
STRATHFIELD NSW 2135

Issue Date: 07 April 2026
Certificate No: PLN2026/1549
Your Ref: s26068

PLANNING CERTIFICATE SECTION 10.7

NSW Environmental Planning and Assessment Act 1979 ('Act')

Property Address: 2C/16 Constitution Rd RYDE NSW 2112

Legal Description: Lot 22 SP 95296

Property Reference: 553546

Land Reference: 61146

INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) OF THE ACT AND SCHEDULE 2 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2021

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

a) LOCAL ENVIRONMENTAL PLANS

Ryde Local Environment Plan 2014

b) PROPOSED LOCAL ENVIRONMENTAL PLANS that are or have been the subject of community consultation or public exhibition under the Act.

NIL

c) DEVELOPMENT CONTROL PLANS

City of Ryde Development Control Plan 2014

Sydney Harbour Foreshores and Waterways Area Development Control Plan

The property is under the Sydney Harbour Foreshores and Waterways Area Development Control Plan (DCP) which has been prepared to support Chapter 10 of the State Environmental Planning Policy (Biodiversity and Conservation) 2021. The DCP provides detailed design guidelines for development and criteria for natural resource protection for the area identified as Foreshores and Waterways area.

d) DRAFT DEVELOPMENT CONTROL PLANS that are or have been the subject of community consultation or public exhibition under the Act.

NIL

e) STATE ENVIRONMENTAL PLANNING POLICIES

State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development.

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

f) PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES that are or have been the subject of community consultation or public exhibition under the Act.

NIL

***Note:** Specific constraints and zoning of the land may affect the applicability of certain provisions within the Policies listed above.*

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

(a) ZONING AND ZONING TABLE UNDER RYDE LOCAL ENVIRONMENTAL PLAN 2014

Ryde Local Environmental Plan 2014 - 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 employment and educational activities within the Macquarie University campus are integrated with other businesses and activities.
- To promote strong links between Macquarie University and research institutions and businesses in the Macquarie Park corridor.

2 Permitted without consent

Home occupations

3 Permitted with consent

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

4 Prohibited

City of Ryde

Agriculture; Air transport facilities; Animal boarding or training establishments; Camping grounds; Caravan parks; Depots; Eco-tourist facilities; Farm buildings; General industries; Heavy industrial storage establishments; Heavy industries; Home occupations (sex services); Industrial training facilities; Resource recovery facilities; Sewerage systems; Sex services premises; Signage; Vehicle body repair workshops; Waste disposal facilities; Water supply systems.

(b) ZONING AND ZONING TABLE UNDER STATE ENVIRONMENTAL PLANNING POLICY

NIL

(c) ADDITIONAL PERMITTED USES APPLY TO THE LAND

NIL

(d) DEVELOPMENT STANDARDS FOR THE ERECTION OF A DWELLING HOUSE

No development standards under the Local Environment Plan apply to the land that fix minimum land dimension for the erection of a dwelling house on the land.

(e) AREA OF OUTSTANDING BIODIVERSITY VALUE UNDER THE BIODIVERSITY CONSERVATION ACT 2016

No. The land does not include an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

(f) CONSERVATION AREA (however described)

No. The land has not been identified as being within a heritage conservation area under the Local Environment Plan.

(g) ITEMS OF ENVIRONMENTAL HERITAGE (however described)

No. An item of environmental heritage is not situated on the land under the Local Environmental Plan.

OTHER PRESCRIBED INFORMATION

3. CONTRIBUTIONS PLANS

(1) The name of each contributions plan or draft contributions plan applying to the land under the Act, Division 7.1:

- City of Ryde Section 7.11 Development Contributions Plan 2020 (Version 2).
- City of Ryde Fixed Rate Levy (Section 7.12) Development Contributions Plan 2020.

(2) The name of the region and the Ministerial planning order in which the region is identified applying to the land, within the meaning of the Act, Division 7.1, Subdivision 4:

The Greater Sydney Region under the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023.

(3) The name of the area if the land is in a special contributions area to which a continued 7.23 determination applies:

NIL

(4) In this section-

continued 7.23 determination means a 7.23 determination that has been continued in force by the Act, Schedule 4, Part 1, and has not been repealed as provided by that part.

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

4. COMPLYING DEVELOPMENT

- (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.

Agritourism and Farm Stay Accommodation Code, Rural Housing Code, Greenfield Housing Code and Inland Code

The Agritourism and Farm Stay Accommodation Code, Rural Housing Code, Greenfield Housing Code and Inland Code **do not apply** to this Local Government Area.

Housing Code, Low Rise Housing Diversity Code, Pattern Book Development Code, Industrial and Business Building Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code

Housing Code, Low Rise Housing Diversity Code, Pattern Book Development Code, Industrial and Business Building Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code **do apply** to this Local Government Area.

Clause 1.17A(1)(c) to (e), (2), (3) and (4); 1.18(1)(c3); and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* determine the extent to which complying development **may** or **may not** be carried out on land in response to the provisions of those clauses.

Refer to **Appendix 1** for detail on what codes **may** or **may not** allow complying development on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land. Despite any statement preventing the carrying out of complying development in the Codes listed in Appendix 1, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *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, Advertising and Signage Exempt Development Code, and Temporary Uses and Structures Exempt Development Code

General Exempt Development Code, Advertising and Signage Exempt Development Code, and Temporary Uses and Structures Exempt Development Code **do apply** to this Local Government Area.

Clause 1.16(1)(b1)–(d) or 1.16A of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* determine the extent to which exempt development **may** or **may not** be carried out on land in response to the provisions of those clauses.

Refer to **Appendix 2** for detail on what codes **may** or **may not** allow exempt development on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land. Despite any statement preventing the carrying out of exempt development in the Codes listed in Appendix 2, exempt development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

- (1) Whether Council is aware that-
 - (a) an affected building notice is in force in relation to the land, or

NO

- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

NO

- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

NO

- (2) In this section:

Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

Building product rectification order has the same meaning as in the 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

No Environmental Planning Instrument applying to the land 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 or not the land is affected by any road widening or road realignment.

The land is not affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) any environmental planning instrument, or
- (c) any resolution of Council.

9. FLOOD RELATED DEVELOPMENT CONTROLS

(1) Whether or not the land or part of the land is within the flood planning area and subject to flood related development controls –NO

(2) Whether or not 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 –NO

(3) In this clause-

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

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.

- (i) landslip - NO
- (ii) bush fire - NO
- (iii) tidal inundation - NO
- (iv) subsidence - NO
- (v) acid sulphate soil YES

- (vi) contamination – NO
- (vii) aircraft noise – NO
- (viii) salinity – NO
- (ix) coastal hazards – NO
- (x) sea level rise – NO
- (xi) any other risk (other than flooding) - NO

Note: The fact that land has not been identified as being affected by a policy to restrict development because of the risks referred to does not mean that the risk is non-existent.

Adopted policy means a policy adopted by the council, or 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.

11. BUSH FIRE PRONE LAND

Is any part of the land designated as bush fire prone land by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the Act?

NO
City of Ryde

12. LOOSE-FILL ASBESTOS INSULATION

The land does NOT include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division.

13. MINE SUBSIDENCE

The land is not declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

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. NIL

(2) The date of a subdivision order that applies to the land. NIL

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

Note: City of Ryde does not hold any paper subdivision within the meaning of this section.

15. PROPERTY VEGETATION PLANS

The land is not subject to an approved property vegetation plan under Part 4 of the *Native Vegetation Act 2003* (that Council has been notified of).

16. BIODIVERSITY STEWARDSHIP SITES

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (that Council has been notified of).

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

17. BIODIVERSITY CERTIFIED LAND

This land is not biodiversity certified land Under Part 8 of the *Biodiversity Conservation Act 2016*.

Note: Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

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 council has been notified of the order).

NO

19. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

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.

NO

Note. Existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.
City of Ryde

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.

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.

NO

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

There are no conditions of development consent granted after 11 October 2007 in relation to the land that are of the kind set out in the *State Environmental Planning Policy (Housing) 2021*, Section 88(2), Chapter 3, Part 5.

22. SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(1) There is no current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, that Council is aware of, in relation to proposed development on the land.

(2) There are no conditions of development consent in relation to the land that are of a kind referred to in *State Environmental Planning Policy (Housing) 2021*, section 21(1) or 40(1), Chapter 2, Part 2, Division 1 or 5.

(3) There are no conditions of development consent in relation to the land that are of a kind referred to in *State Environmental Planning Policy (Affordable Housing) 2009*, clause 17(1) or 38(1).

Note. 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.

Altogether Operations Pty Ltd was granted a network operator’s licence (licence number 17_042) under *Water Industry Competition Act 2006* on 13 October 2017 to construct, operate and maintain drinking water, non-potable water and sewerage infrastructure for this land.

Contact Independent Pricing and Regulatory Tribunal for further information.

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 approvals and licences 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.

24. SPECIAL ENTERTAINMENT PRECINCTS

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

NO

25. INTERIM DEVELOPMENT IN FUTURE INFRASTRUCTURE CORRIDORS

If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

NO

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) The land to which this certificate relates IS NOT significantly contaminated land.
- (b) The land to which this certificate relates IS NOT subject to a management order.
- (c) The land to which this certificate relates IS NOT the subject of an approved voluntary management proposal.
- (d) The land to which this certificate relates IS NOT subject to an ongoing maintenance order.
- (e) The land to which this certificate relates IS NOT subject of a site audit statement.

Note. (i) Pursuant to Section 10.7(5) of the *Environmental Planning and Assessment Act 1979*, the City of Ryde may provide advice on additional matters affecting the land of which it may be aware. You are advised that information on either heritage, endangered or adequately conserved bushland, Master Plans or other relevant matters, applies to the land and is available on the s10.7(5) Certificate for the land.

(ii) s10.7(5) Certificates under the *Environmental Planning and Assessment Act 1979*, contain all the information under s10.7(2) and as such, an application and fee for a combined s10.7 certificate must be applied for.

Note: The information in this certificate is current as of the date of the certificate.



Wayne Rylands
Chief Executive Officer

Appendix 1 – Complying Development

Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code.

If any of the following statements are **YES** in response to the provisions of Clause 1.17A(1)(c) to (e), (2), (3) and (4) and 1.18(1)(c3) complying development **may not** be carried out on land under the above codes:

1.17A Requirements for complying development for all environmental planning instruments	
To be complying development for the purposes of any environmental planning instrument, the development must not:	
be on land that is, or is part of, a wilderness area (within the meaning of the <i>Wilderness Act 1987</i>) (See 1.17A(1)(c))	NO
be carried out on land that: (i) comprises an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or on which such an item is located, (ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or (iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. (See 1.17A(1)(d))	NO
Except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area (See 1.17A(1)(e)).	NO
1.18 General requirements for complying development under this Policy	
To be complying development for the purposes of this Policy, the development must:	
Not be carried out on land that comprises, or on which there is, a draft heritage item (See 1.18(c3))	NO

Housing Code, Low Rise Housing Diversity Code, the Pattern Book Development Code and Industrial and Business Building Code

If any of the following statements are **YES** in response to the provisions of Clause 1.17A(1)(c) to (e), (2), (3) and (4); 1.18(1)(c3); and 1.19 complying development **may not** be carried out on land under the above codes:

1.17A Requirements for complying development for all environmental planning instruments	
To be complying development for the purposes of any environmental planning instrument, the development must not:	
be on land that is, or is part of, a wilderness area (within the meaning of the <i>Wilderness Act 1987</i>)	NO

(See 1.17A(1)(c))	
be carried out on land that: (i) comprises an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or on which such an item is located, (ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or (iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. (See 1.17A(1)(d))	NO
Except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area (See 1.17A(1)(e)).	NO
1.18 General requirements for complying development under this Policy	
To be complying development for the purposes of this Policy, the development must:	
Not be carried out on land that comprises, or on which there is, a draft heritage item (See 1.18(c3))	NO
1.19 Land on which complying development may not be carried out	
To be complying development specified for the Housing Code, Low Rise Housing Diversity Code, the Pattern Book Development Code and Industrial and Business Building Code the development must not be carried out on:	
Land within a heritage conservation area or a draft heritage conservation area, unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool (See 1.19(1)(a)). However, any complying development under the Industrial and Business Building Code must not be carried out on land within a heritage conservation area or a draft heritage conservation area (See 1.19(5)(a)).	NO
Land that is reserved for a public purpose by an environmental planning instrument (See 1.19(1)(b) and 1.19(5)(b))	NO
Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2 (See 1.19(1)(c) and 1.19(5)(c))	NO
Land that is significantly contaminated land within the meaning of the <i>Contaminated Land Management Act 1997</i> (see 1.19(1)(c1) and 1.19(5)(d))	NO
Land identified by an environmental planning instrument as being: (i) within a buffer area, or (ii) within a river front area, or (iii) within an ecologically sensitive area, or (iv) environmentally sensitive land, or	Council does not have sufficient information to ascertain the extent of this land-based exclusion on a property

(v) within a protected area. (See 1.19(1)(e) and 1.19(5)(f))	
Land that is identified by an environmental planning instrument, a development control plan or a policy adopted by the council as being or affected by: (i) a coastline hazard, or (ii) a coastal hazard, or (iii) a coastal erosion hazard. (see 1.19(1)(f) and 1.19(5)(g))	Council does not have sufficient information to ascertain the extent of this land-based exclusion on a property
Land in a foreshore area (see 1.19(1)(g) and 1.19(5)(h))	NO
(3A) Development specified in the Low Rise Housing Diversity Code or the Pattern Book Development Code is not complying development under that code if it is carried out on land on which there is a heritage item or a draft heritage item.	NO

Appendix 2 – Exempt Development

If any of the following statements are **YES** in response to the provisions of Clause 1.16(1)(b1)–(d), exempt development **may not** be carried out on land under the Policy.

1.16 (1) (b1)-(d) General requirements for exempt development	
To be exempt development for the purposes of this Policy, the development must not be carried out on land that is:	
a declared area of outstanding biodiversity value under the <i>Biodiversity Conservation Act 2016</i> or declared critical habitat under Part 7A of the <i>Fisheries Management Act 1994</i> , and	NO
or is part of, a wilderness area (within the meaning of <i>Wilderness Act 1987</i>), and	NO
or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> , or that is subject to an interim heritage order under that Act, and	NO
described or otherwise identified on a map specified in Schedule 4.	NO

Tenant Information Statement

What you must know before you start renting

Starting a tenancy

Landlords or agents must give tenants this **Tenant Information Statement** before signing a residential tenancy agreement.

You should read this information statement carefully before you sign a residential tenancy agreement. Ask questions if there is anything in the agreement that you do not understand. Remember, you are entering into a legal contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

The landlord or agent must:

- ensure the property is vacant, reasonably clean, fit to live in and in good repair at the start of the tenancy
- provide and maintain the property in a reasonable state of repair
- meet health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- ensure the property is reasonably secure
- respect your privacy and follow entry and notice requirements.

When renting you must:

- pay the rent on time
- keep the property reasonably clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- respect your neighbours' right to peace, comfort and privacy.

What you must be told before you sign an agreement

Sometimes a rental property has something in its history that you should know before you sign an agreement.

The landlord or agent **must tell** you if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

The landlord or agent **must tell** you if they are aware that the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the loose-fill asbestos insulation register
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development or complying development certificate application for rectification has been lodged regarding external combustible cladding
- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement

- is affected by zoning or laws that will not allow you to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.

Penalties apply to landlords or agents if any of the above are not disclosed.

What you must be given before you sign an agreement

Before you sign an agreement or move into the property, the landlord or agent **must give** you:

- a copy of this Tenant Information Statement
- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report for the property completed by the landlord or agent
- a copy of the by-laws, if the property is in a strata scheme.

What you must be given at the time you sign an agreement

At the time you sign the agreement, the landlord or agent **must give** you:

- for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

Before or at the start of the tenancy

The landlord or agent **must give** you:

- the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to you or any tenant named in the agreement.

The **only** costs you can be asked to pay are:

- a holding fee (deposit) of no more than 1 weeks' rent
- up to 2 weeks' rent in advance
- up to 4 weeks' rent for the rental bond
- for agreements of 3 years or more – a fee for registering with NSW Land Registry.

The property must be fit to live in

The property must be reasonably clean, fit to live in and in a reasonable state of repair. To be fit to live in, the property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities, that allow users privacy.

The property could have other issues that may make it unfit for you to live in, even if it meets the above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

Residential tenancy agreement

The tenancy agreement is a legal agreement. It must include certain terms that cannot be changed or removed. It may also include additional terms. Verbal agreements are still binding on you and the landlord.

Condition report

You should have already received a copy of the condition report, completed by the landlord or agent, before you signed the agreement. This is an important piece of evidence and you should take the time to check the condition of the property at the start of the tenancy. If you do not complete the report accurately, money could be taken out of your bond (after you move out) to pay for damage that was already there when you moved in.

You must complete and give a copy of the condition report to your landlord or agent **within 7 days** after moving into the property. You must also keep a copy of the completed report.

Rent, receipts and records

Rent is a regular payment you make to the landlord to be able to live in the property. You cannot be asked to pay more than 2 weeks' rent in advance. Your landlord or agent cannot demand more rent until it is due.

Your landlord or agent can serve you with a 14 days termination notice if you are more than 14 days behind with the rent.

Your landlord or agent must:

- give you rent receipts (unless rent is paid into a bank account)
- keep a record of rent you pay
- give you a copy of the rent record within 7 days of your written request for it.

Rental bonds

The bond is money you may have to pay at the start of the tenancy as security. It must be in the form of money and not as a guarantee. Your landlord or agent can only ask for 1 bond for a tenancy agreement. The bond cannot be more than 4 weeks rent. If the landlord agrees, you can pay the bond in instalments.

Your landlord or agent must give you the option to pay your bond using Rental Bonds Online (RBO). You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading. The landlord must deposit any bond you pay them with NSW Fair Trading within 10 working days. If the bond is paid to the agent, the agent must deposit the bond with NSW Fair Trading within 10 working days after the end of the month in which the bond was paid.

Discrimination when applying for rental property

It is against the law for a landlord or agent to discriminate on the grounds of your race, age, disability, gender, sexual orientation, marital status or pregnancy.

If you feel that a landlord or agent has declined your tenancy application or has treated you less favourably because of any of those reasons, you can contact the NSW Anti-Discrimination Board on 1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

It is not against the law if a landlord or agent chooses not to have a tenant who smokes, or has a poor tenancy history or issues with rent payments.

Communicating with your landlord or agent

Your landlord must provide you with their name and a way for you to contact them directly, even if your landlord has an agent.

This information must be given to you in writing before or when you sign the tenancy agreement, or it can be included in the agreement you sign. Your landlord must also let you know, in writing, within 14 days of any changes to their details.

Some formal communication between you and the landlord or agent must be in writing to be valid, for example, termination notices. You can use email to serve notices or other documents but only if the landlord or agent has given you permission to use their nominated email address for this purpose.

During the tenancy

Ways you can pay your rent

Your landlord or agent **must** allow you to pay your rent by:

- Electronic bank transfer (such as a funds transfer or BPAY)
- Commonwealth Government's Centrepay (this requirement to start later in 2025).

You may incur costs from your own bank, but your landlord or agent cannot charge or pass on any additional costs incurred by them if you pay your rent by one of the above options. You also **cannot** be required to use a specific service provider (such as an app) to make your payments.

Your landlord or agent can offer other ways for you to pay your rent, but you do not have to agree to these.

Can rent be increased during the tenancy?

Your rent cannot be increased in the first 12 months of your tenancy. After the first year, your landlord or agent can only increase the rent once in every 12-month period, even if your agreement is renewed or your lease type changes. This requirement continues even if the agreement is renewed or replaced as long as:

- the landlord and at least one tenant remains the same in both agreements
- the tenant hasn't moved out between agreements.

You must be given at least 60 days written notice before your rent can be increased.

Paying for electricity, gas and water usage

You may have to pay the cost for certain utilities as set out in the agreement. For example, you will pay for all:

- electricity, non-bottled gas or oil supply charges if the property is separately metered. Some exceptions apply for electricity or gas
- charges for the supply of bottled gas during the tenancy.

There are limits on when you need to pay for water usage charges. You can only be asked to pay for water usage **if** the property is separately metered (or water is delivered by vehicle) and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- toilets are dual flush and have a minimum 3-star WELS rating.

Repairs and maintenance

The property must always be fit for you to live in. The landlord is responsible for any repairs or maintenance, so the property is in a reasonable state of repair. They must also ensure the property meets health and safety laws.

You are responsible for looking after the property and keeping it clean and undamaged. If the property includes a yard, lawns and gardens, you must also keep these areas neat and tidy.

You need to tell your landlord or the agent of any necessary repairs or damage as soon as possible. The landlord is responsible for arranging and paying for the repair costs unless you caused or allowed the damage. You are not responsible for any damage caused by a perpetrator of domestic violence during a domestic violence offence.

If the repair is an **urgent repair** e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault, your landlord or agent should organise these repairs as soon as reasonably possible after being notified. If they do not respond to an urgent repair request, you can arrange the repair yourself and the landlord must repay you up to a maximum amount of \$1,000 within 14 days of you requesting payment in writing. A list of **urgent repairs** is available at nsw.gov.au/housing-and-construction/rules/urgent-repairs-residential-rental-properties.

You can apply to NSW Fair Trading for a rectification order if your landlord refuses or does not provide and maintain the property in a reasonable state of repair. Similarly, your landlord can apply to NSW Fair Trading for a rectification order if you do not repair damage you have caused or allowed. You can also apply to the NSW Civil and Administrative Tribunal (the Tribunal) for an order if your landlord does not carry out repairs.

Smoke alarms must be working

Landlords must ensure that smoke alarms are installed on all levels of the property. Your landlord must maintain the smoke alarms in your property to ensure they are working.

You should notify your landlord or agent if a smoke alarm is not working. They are responsible for repairing (including replacing a battery) or replacing a smoke alarm within 2 business days after they become aware that it is not working.

You can choose to replace a removable battery if it needs replacing, but you must notify the landlord if and when you do this. You are not responsible for maintaining, repairing or replacing a smoke alarm. However, there are some circumstances where you can arrange for a smoke alarm to be repaired or replaced.

Privacy and access

You have the right to reasonable peace, comfort and privacy when renting. Tenancy laws restrict when and how often your landlord, agent or other authorised person can enter the property during the tenancy. Your landlord, agent or authorised person can enter the property without your consent in certain circumstances if proper notice (if applicable) is provided, for example:

- in an emergency, no notice is necessary
- if the Tribunal orders that access is allowed
- to carry out, or assess the need for, necessary repairs or maintenance of the property, if you have been given at least 2 days' notice
- to carry out urgent repairs, no notice is necessary
- to carry out repairs or replacement of a smoke alarm, if you have been given at least 1 hours' notice
- to inspect or assess the need for repair or replacement of a smoke alarm, if you have been given at least 2 business days' notice
- to carry out a general inspection of the property if you have been given at least 7 days' written notice (no more than 4 inspections are allowed during a 12-month period).

How to keep a pet on the property

You can request to keep a pet on the property by filling out a pet application form and giving it to your landlord or agent. Your landlord or agent must respond within 21 days of receiving the form. If they don't respond within this time, you can keep the pet.

Landlords or agents can only refuse consent for a pet if:

- there would be more than four animals on the property, and the number of animals is unreasonable
- the property is not suitable for the animal due to fencing, lack of open space or because it will harm the animal's welfare
- the animal is very likely to cause more damage than could be repaired using the bond
- the landlord lives at the property
- keeping the animal would break other laws, local council rules, strata or community scheme by-laws, or a residential community rule
- you did not agree to a reasonable condition on keeping the animal on the property.

There are limits on what kinds of conditions a landlord or agent can set for your pet. For example, landlords or agents cannot require an increased bond or rent as a condition. Acceptable conditions may include requiring professional carpet cleaning and pest control.

If you disagree with the landlord or agent's decision or believe the condition for consent was unreasonable, you can apply to the Tribunal to challenge this.

However, if you live in purpose-built student accommodation, your landlord can refuse a pet without a specific reason.

How to make 'minor' changes to the property

You can only make minor changes to the property with your landlord's written consent, or if the agreement allows it. Your landlord can only refuse your request if it is reasonable to do so e.g. if the work involves structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for your landlord to refuse consent. For example:

- secure furniture to a non-tiled wall for safety reasons
- fit a childproof latch to an outdoor gate in a single dwelling
- insert fly screens on windows
- install or replace internal window covering (e.g. curtains)
- install cleats or cord guides to secure blind or curtain cords
- install child safety gates inside the property
- install window safety devices for child safety (non-strata only)
- install hand-held shower heads or lever-style taps to assist elderly or disabled occupants
- install or replace hooks, nails or screws for hanging pictures etc.
- install a phone line or internet connection • plant vegetables, flowers, herbs or shrubs in the garden • install wireless removable outdoor security camera
- apply shatter-resistant film to window or glass doors
- make changes that don't penetrate a surface, or permanently modify a surface, fixture or structure of the property.

Some exceptions apply. The landlord can also require that certain minor changes be carried out by a qualified person.

You will be responsible for paying for the changes and for any damage you cause to the property. Certain rules apply for removing any modifications at the end of the tenancy.

Your rights in circumstances of domestic violence

Every person has the right to feel safe and live free from domestic violence. If you or your dependent child are experiencing domestic violence in a rental property, there are options available to you to improve your safety.

If you or your dependent child need to escape violence, you can end your tenancy immediately, without penalty.

Or, if you wish to stay in your home, you can apply to the Tribunal for an order to end the tenancy of the perpetrator (if they are another co-tenant).

A tenant or any innocent co-tenant is not liable for property damage caused by the perpetrator of violence during a domestic violence offence.

More information about dealing with domestic violence in a rental property is available on nsw.gov.au/renting-domestic-violence.

Ending the tenancy

Termination notice must be given

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be ended by you or your landlord giving notice to the other party and you vacating on or by the date specified in the notice.

If you are ending a tenancy, you need to give the landlord or agent a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (for example if you are experiencing hardship).

If your landlord or agent is ending a tenancy, they need to give you a written termination notice in most cases. The notice must include the reason for ending the tenancy. The amount of notice you must be given will depend on the reason used. A **Termination Information Statement** must be provided with the termination notice.

If you do not leave by the date specified in the termination notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

Ending a tenancy in circumstances of domestic violence

If you or your dependent child are in circumstances of domestic violence, you can end your tenancy immediately, without penalty. To do this you must give your landlord a domestic violence termination notice with the relevant evidence and give a domestic violence termination notice to any co-tenants.

These notices do not need to be given in person. No minimum notice period applies to a domestic violence termination notice, but it must include a termination date that is on or after the day the notice is given. If you end your tenancy by issuing a domestic violence termination notice, you cannot be listed on a tenant database.

More information about ending a tenancy due to domestic violence is available on nsw.gov.au/renting-domestic-violence.

Break fee for ending a fixed term agreement early

If you decide to end a fixed term agreement early, and the agreement is for 3 years or less, you will need to pay a break fee. The amount of the break fee will depend on how far into your lease you are when you end it. For example, the fee will be:

- 4 weeks rent if you are less than 25% through the term of your lease
- 3 weeks rent if you are at least 25% but less than halfway through the term of your lease
- 2 weeks rent if you are at least halfway but less than 75% through the term of your lease
- 1 weeks rent if you are at least 75% through the term of your lease.

The break fee does not apply if you end the agreement early for certain reasons allowed under the Act, such as when you or your dependent child are in circumstances of domestic violence.

The break fee also does not apply if your landlord gives you a termination notice, and you decide to leave before the termination date. However, to do this you must give the landlord an early exit notice with the date you will leave, and give at least 14 days' notice before you move out.

Getting the rental bond returned

You should receive the bond in full at the end of the tenancy unless there is a reason for the landlord to make a claim against the bond. The landlord can claim the bond if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- you caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

You are not liable for fair wear and tear to the property that occurs over time with the use of the property, even when the property receives reasonable care and maintenance.

The condition report can be used to compare the state of the property at the start and end of the tenancy.

Checklist

You should only sign the agreement when you can answer **Yes** to the following.

The tenancy agreement

- ☒ I have read the agreement and asked questions if there were things I did not understand.
- ☒ I understand the fixed term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- ☒ I understand that any additional terms to the agreement can be negotiated before I sign.
- ☒ I have checked that all additional terms to the agreement are allowed and any terms relating to pets are reasonable conditions.

Promised repairs

For any promises the landlord or agent makes to fix anything (e.g. replace the oven, etc.) or do other work (e.g. paint a room, clean up the backyard, etc.):

- ☒ I have made sure these have already been done or
- ☒ I have a statement in writing (before signing the agreement) that they will be done.

Upfront costs

- ☒ I can **only** be asked to pay:
 - no more than 2 weeks rent in advance
 - no more than 4 weeks rent as a rental bond
 - no more than 1 weeks rent as a holding fee (deposit)
 - a fee for registering the agreement with NSW Land Registry (if 3 years or more).
- ☒ I am **not** being charged any other costs, including:
 - the cost of preparing the tenancy agreement
 - the initial supply of keys and other opening devices to each tenant named in the agreement.

Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

- Keep a copy of your agreement, condition report, rent receipts, Rental Bond Number and copies of letters/ emails you send or receive in a safe place where you can easily find them later.
- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do). It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.
- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.

More information

Visit nsw.gov.au/renting or call 13 32 20 for more information about your renting rights and responsibilities. The NSW Government funds a range of community-based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Visit the Tenants' Union website at tenants.org.au.

Contact us
T: 13 32 20 W: nsw.gov.au/fair-trading For language assistance, call 13 14 50 (<i>ask for an interpreter in your language</i>)

Standard form from 19 May 2025

Residential tenancy agreement

Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))

IMPORTANT INFORMATION

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

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

THIS AGREEMENT WAS MADE ON 04/03/2026 **AT** 2 Australia Ave Sydney Olympic Park NSW 2127

Lease Agreement ID: PIAR-41580

BETWEEN

Landlord Name (1): Neo KIM

Landlord Name (2): Bok Kyung KIM

Landlord telephone number or other contact details: neokim75@icloud.com

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:

Note: The above information must be provided, even if there is a landlord's agent.

If there is no landlord's agent –

Landlord's telephone number (if not already provided): -

Business or residential address of landlord(s) for service of notices:

-

Suburb: - State: - Postcode: -

Note: The landlord's phone number and address must be provided if there is no landlord's agent.

If the landlord is a corporation –**Corporation Name:****Business Address:**

Suburb:

State:

Postcode:

Tenant Name (1):

Kan Li

Tenant Name (2):**Tenant Name (3):**

All other tenants here:

Tenant's address for service of notices:

- Lot 22, Unit C5002/16 Constitution Road Ryde NSW 2112

Suburb: -

State: -

Postcode: -

Contact details:

Kan Li, M: 0451654660, E: kathy.happyfamily@gmail.com

Landlord's agent details: (If applicable)

Agent name:

The Property Investors Alliance Pty Ltd.

Business address for service of notices:

2 Australia Avenue

Suburb: Sydney Olympic Park

State: NSW

Postcode: 2127

Contact details: (This must include a telephone number)

02 9192 2828

Tenant's agent details: (If applicable)

Agent name:

Address for service of notices:

Suburb:

State:

Postcode:

Contact details:

Term of agreement:

☐ 6 months
 ☒ 12 months
 ☐ 2 years
 ☐ 3 years
 ☐ 5 years
☐ Other (please specify):
☐ Periodic (no end date)

starting on and ending on (Cross out if not applicable) dd/mm/yyyy

Note: For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.

Residential premises:

The residential premises are (Insert address):

The residential premises include:

(Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.)

Rent:

The rent is \$: Weekly

Rent must be paid per:

☐ week
 ☒ fortnight
 ☐ Other (Insert description of payment frequency):

Day rent must be paid: Date first rent payment is due: dd/mm/yyyy

Note: The landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this agreement.

Rent must be paid by:

☒ approved electronic bank transfer (such as direct debit, bank transfer or BPAY)
☐ Centrepay
☐ Other

Note: The landlord, or landlord's agent, must offer the tenant the ability to pay rent by an approved electronic bank transfer method. The electronic bank transfer method must be free of charge to the tenant, other than charges ordinarily imposed by the tenant's bank. From a date notified in the Gazette by the Minister for Better Regulation and Fair Trading, the landlord, or landlord's agent, must also offer the tenant the ability to pay rent by Centrepay. The landlord and the tenant may agree on a different payment method. The landlord must not require the tenant to use a specific service provider to pay rent.

Details of payment method:

BPAY - Payee Name: The Property Investors Alliance P/L, Biller Code: 4481, DEFT Reference: 53308748

Note: The landlord, or landlord's agent, must not charge a fee, or pass on a cost incurred by the landlord or landlord's agent, for the payment of rent by an approved electronic bank transfer method or by Centrepay.

Rental Bond

(Cross out if there is not going to be a bond):

A rental bond of \$: must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- ☐ the landlord or another person, or
- ☐ the landlord's agent, or
- ☒ NSW Fair Trading through Rental Bond Online.

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

Important Information

Maximum number of occupants

No more than of persons apply on the application may ordinarily live in the premise at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs:	Alliance Living & Construction	Telephone:	0429 542 444
Plumbing repairs:	Alliance Plumbing Group	Telephone:	0429 542 444
Other repairs:	Locksmith - Strathfield Locksmiths	Telephone:	0425 218 846

Water usage

Will the tenant be required to pay separately for water usage?

- ☒ Yes
- ☐ No

If yes, see clauses 12 and 13.

Utilities

Is **electricity** supplied to the premises from an embedded network?

- ☒ Yes
- ☐ No

Is **gas** supplied to the premises from an embedded network?

- ☒ Yes
- ☐ No

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

Smoke alarms

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

- ☒ Hardwired smoke alarms
- ☐ Battery operated smoke alarms

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

- ☐ Yes
- ☐ No

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

9V

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

☒ Yes ☐ No

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

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 (Cross out if not applicable)

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

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

Landlord

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

☒ Yes ☐ No

If yes, see clause 50.

(Specify email address to be used for the purpose of serving notices and documents.)

tenant@service@pia.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.)

kathy.happyfamily@gmail.com

Condition report

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

Tenancy laws

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

The Agreement

RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under '**Residential premises**' on page 3 of this agreement.

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, and
 - 3.4 that the rent payment method may only be changed by agreement between the landlord and the tenant.
4. **The landlord agrees:**
 - 4.1 to not require the tenant to pay more than 2 weeks rent in advance or to pay rent for a payment period before the end of the previous payment period, and
 - 4.2 to offer the tenant the option to pay rent by an approved electronic bank transfer method or by Centrepay and, if chosen by the tenant, to enable payment by that method, and
 - 4.3 to not charge fees or pass on costs incurred for the payment of rent by an approved electronic bank transfer method or by Centrepay, and
 - 4.4 that the rent payment method may only be changed by agreement between the landlord and the tenant, and the landlord will not refuse if the tenant requests to change to an approved electronic bank transfer method or to Centrepay, and
 - 4.5 to not require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and

- 4.6 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
- 4.7 to not use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.8 if rent is paid by cheque – to make a rent receipt available for collection by the tenant, 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, and
- 4.9 if rent is not paid by cheque and is paid in person – to give a rent receipt to the tenant, and
- 4.10 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 requirements relating to Centrepay do not apply to a residential tenancy agreement until a date notified in the Gazette by the Minister for Better Regulation and Fair Trading.

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased 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.
6. **The landlord and the tenant agree** that the rent may not be increased more than once in any 12-month period.

Note: The period of 12 months includes the time during which a previous residential tenancy agreement was in force if –

- (a) this agreement is a renewal or replacement of the previous agreement, and
- (b) the landlord and at least one tenant are the same for both agreements, and
- (c) under the previous agreement, the tenant occupied the residential premises immediately before the start of this agreement.

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

RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
 - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 8.2 cease to be lawfully usable as a residence, or
 - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. **The landlord agrees to pay:**
 - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

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

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

 - 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. **The tenant agrees to pay:**

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

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

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

Note: Separately metered is defined in section 3 of the Residential Tenancies Act 2010.

12. **The landlord agrees** that the tenant is not required to pay water usage charges unless:
 - 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
 - 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
 - 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, 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 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, and
 - 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.
13. **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

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

TENANT'S RIGHT TO QUIET ENJOYMENT

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

USE OF THE PREMISES BY TENANT

16. **The tenant agrees:**
- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
 - 16.2 not to cause or permit a nuisance, and
 - 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
 - 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
 - 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
17. **The tenant agrees:**
- 17.1 to keep the residential premises reasonably clean, and
 - 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
 - 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
 - 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.
18. **The tenant agrees**, when this agreement ends and before giving vacant possession of the premises to the landlord:
- 18.1 to remove all the tenant's goods from the residential premises, and
 - 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
 - 18.3 to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and
 - 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
 - 18.5 to make sure that all light fittings on the premises have working globes, and
 - 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note: Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who

is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

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

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

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

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

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

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

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

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

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

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

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

URGENT REPAIRS

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

20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

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

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

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is 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 the *Residential Tenancies Act 2010* for when a photograph or visual recording is 'published'.

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

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. **The tenant agrees:**

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

- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

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

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

LOCKS AND SECURITY DEVICES

32. **The landlord agrees:**

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

33. **The tenant agrees:**

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

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

TRANSFER OF TENANCY OR SUB-LETTING 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, and
- 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 clauses if not applicable)

- 38. **The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
- 39. **The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 2021* or the *Community Land Management Act 2021*.

MITIGATION OF LOSS

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

RENTAL BOND

(Cross out clauses if no rental bond is payable)

- 41. **The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
 - 41.1 details of the amount claimed, and
 - 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
 - 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

- 42. **The landlord agrees** to:
 - 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires

them to be installed in the premises and are functioning in accordance with the regulations under that Act, and

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

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

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

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

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

43. The tenant agrees:

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

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

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

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

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

SWIMMING POOLS

(Cross out clauses if there is no swimming pool)

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

(Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 2021) 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.

LANDLORD’S CONSENT FOR PETS

53. The landlord and the tenant agree –

53.1 the tenant may keep an animal at the residential premises with the landlord’s consent, and

Note: The tenant does not need the landlord’s consent to keep an assistance animal at the residential premises.

53.2 an application for consent to keep an animal at the premises must be made jointly by all co-tenants using the Fair Trading approved form and the landlord must respond in writing to the application using that form, and

53.3 the landlord may give consent to keep an animal at the premises subject to reasonable conditions, which are taken to be terms of this agreement.

54. The landlord agrees:

54.1 to respond to an application from the tenant for consent to keep an animal at the residential premises within 21 days, specifying either that consent is given and any reasonable conditions of the consent or that consent is refused and the grounds for refusing, and

54.2 if the landlord does not give a response under clause 54.1 to an application for consent to keep an animal, the landlord consents to the tenant keeping the animal at the premises without conditions, and

54.3 to not refuse to consent to an animal being kept at the premises except on a ground set out in the Residential Tenancies Act 2010, section 73F, and

54.4 to not impose an unreasonable condition on a consent to keep an animal at the premises, and

Note: The Residential Tenancies Act 2010, section 73E sets out what are reasonable and unreasonable conditions of a consent to keep an animal at the residential premises.

54.5 if the landlord consents to the tenant keeping an animal at the premises, the consent continues while the tenant resides at the premises for the lifetime of the animal.

TERMINATION

55. The landlord and the tenant agree to only end this agreement in accordance with the Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2019.

ADDITIONAL TERMS

(Additional terms may be included in this agreement if –

- (a) both the landlord and the tenant agree to the terms, and
- (b) the terms do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and
- (c) the terms do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE).

Insert any other agreed additional terms here. Attach a separate page if necessary.

Refer to the Highlighting of & Special Condition.

ADDITIONAL TERMS – PETS

(Cross out these clauses if not applicable. Clauses 57-59 must only be included in this agreement if the clauses are reasonable conditions for keeping the animal at the residential premises.)

56. The landlord agrees the tenant may keep the following animal at the residential premises:

Insert description of animal

57. (If the animal will be kept inside at the premises, and this clause is reasonable for the type of animal and the premises). 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 the animal has been kept inside at the premises during the tenancy.

58. (If the animal is a mammal and will be kept inside at the premises). The tenant agrees to have the

premises professionally fumigated, or to pay the cost of having the premises professionally fumigated, at the end of the tenancy if required because the animal has been kept inside at the premises during the tenancy.

59. (If the animal is a type of animal that is not normally kept inside). **The tenant agrees** to take reasonable steps to prevent the animal being inside at the premises.

Notes

1. Definitions

In this agreement:

- **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for: (a) the letting of residential premises, or (b) the collection of rents payable for any tenancy of residential premises.
- **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the **agreement continues in force on the same terms as a periodic agreement unless the agreement** is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

3. Ending this agreement

This agreement may be ended by the landlord or the tenant giving written notice of termination. The tenant may give notice at any time or on certain grounds. The landlord may only give notice on certain grounds. The *Residential Tenancies Act 2010* sets out the grounds on which the landlord and the tenant may end this agreement. The grounds for the landlord ending this agreement include breach of this agreement by the tenant, sale of the residential premises requiring vacant possession, proposed sale of the residential premises, significant renovations or repairs to the residential premises, demolition of the residential premises, the residential premises ceasing to be used as rented residential premises or the landlord or the landlord's family moving into the residential premises. The grounds for the tenant ending this agreement include breach by the landlord of information disclosure provisions under the Act, section 26, breach of this agreement by the landlord or the tenant being in circumstances of domestic violence. Further grounds are set out in the Act, Parts 5 and 7.

4. Notice for ending fixed term agreement

If this agreement is a fixed term agreement, the tenant must give at least 14 days notice to end the agreement. Generally, the landlord must give at least 90 days notice, or at least 60 days notice if the agreement is for a fixed term of 6 months or less. However, the notice period is different for certain grounds for termination.

5. Notice for ending periodic agreement

If this agreement is a periodic agreement, the tenant must give at least 21 days notice to end the agreement. Generally, the landlord must give at least 90 days notice. However, the notice period is different for certain grounds for termination.

6. Warning

It is an offence for a 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 be paid for such an offence. It is an offence for the landlord, or landlord's agent, to give a termination notice on a ground that is not genuine, to provide false or misleading supporting documents or information with a termination notice or, if an exclusion period applies, to enter into a new residential tenancy agreement for the residential premises during the exclusion period.

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

Name of landlord:

Neo KIM

Bok Kyung KIM

Signature of landlord: On behalf of

Brian Yuan Fang

on the

04/03/2026 14:19:09

LANDLORD INFORMATION STATEMENT

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

Signature of landlord: On behalf of

Brian Yuan Fang

on the

04/03/2026 14:19:09

SIGNED BY THE TENANT (1)

Name of tenant:

Kan Li

Signature of tenant:

Kan Li

on the

04/03/2026 13:46:12

SIGNED BY THE TENANT (2)

Name of tenant:

Signature of tenant:

on the

SIGNED BY THE TENANT (3)

Name of tenant:

Signature of tenant:

 on the

SIGNED BY THE TENANT (4)

Name of tenant:

Signature of tenant:

 on the

TENANT INFORMATION STATEMENT

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

Signature of tenant:

Kan Li

 on the

04/03/2026 13:46:12

More information

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

(a) NSW Fair Trading on 13 32 20 or nsw.gov.au/fair-trading or

(b) Law Access NSW on 1300 888 529 or lawaccess.nsw.gov.au or

(c) your local Tenants Advice and Advocacy Service at tenants.org.au

Pet Agreement *(Please ignore if the tenant does not have a pet in the property)*

This Pet Agreement is made between the Tenant(s) and the Landlord to outline the responsibilities of the Tenant(s) in maintaining a pet-friendly environment while ensuring the proper care and management of pet(s) within the property.

1. General Conditions

- Tenant(s) must obtain the Landlord's consent before keeping a pet in the property.
- Tenant(s) must register their pet(s) with the local council and provide a copy of the registration to the Landlord's agent and Strata Management upon acquiring the pet(s).
- The Tenant(s) agree to comply with this agreement and adhere to all pet-related guidelines.
- Permission to keep pet(s) on the property is granted solely at the discretion of the Landlord and Strata Management.
- Only common household pets are permitted, subject to any restrictions imposed by the Landlord or Strata Management.

2. Pet Care and Responsibilities

Pet(s) are only permitted on the premises if they:

- Are kept clean, quiet, and under control at all times.
- Are free of parasites and diseases.
- Are fully domesticated.
- Do not cause disturbance to neighbours or the neighbourhood.
- Do not stray unsupervised outside the property.
- Are always on a lead and under control when on or passing through common property.
- Are toilet-trained.

3. Maintenance and Cleanliness

- Tenant(s) are responsible for keeping all areas where pet(s) reside clean, safe, and free of parasites.
- All pet waste must be promptly picked up, cleaned, and properly disposed of.
- Tenant(s) agree to conduct regular professional cleaning and pest control treatments during the tenancy and upon vacating the property.

- The premises must be professionally fumigated at the end of the tenancy (clause 58 of the standard form agreement).

4. Liability and Damages

- Tenant(s) shall be fully liable for any damage or injury caused by their pet(s) and must cover any costs incurred for repairs, replacements, or injury claims within the property and common areas.
- The Landlord reserves the right to terminate this Pet Agreement if the Tenant(s) fail to maintain the property in a reasonable condition.

5. Compliance with Strata By-Laws

- This agreement is subject to the strata scheme and the by-laws of the building.

By signing this agreement, the Tenant(s) acknowledge and agree to abide by the terms and conditions set forth herein.



HIGHLIGHTING OF & SPECIAL CONDITION To RESIDENTIAL TENANCY AGREEMENT

Property Address	Lot 22, Unit C5002/16 Constitution Road Ryde NSW 2112		
Name of Tenant	(1) Kan Li	(2)	(3)
	(4)		

Section	HIGHLIGHTINGS
1	Rent payment: The tenant understands the rental is submitted by BPAY and acknowledges the payment schedule. Rent page 2 and 3 of Tenancy Agreement
2	Moving: The tenant understands that they might need to make a booking prior with the building manager when moving if it is mentioned in moving guide attached in the email.
3	Utilities: The tenant understands it is the tenant's responsibility to set up utilities, such as electricity and gas accounts, and has been given information for embedded utility providers. Page 3 of Tenancy Agreement
4	Condition report: The tenant acknowledges to have already receive the condition report on the lease commencement, and agrees to complete and return the signed condition report and/or inventory list to the agent within 7 days of the lease commenced or the condition report and keep copy of the completed report/list or the condition report will be accepted as per the agent copy. Condition Report page 4 of Tenancy Agreement and 1st page of condition report
5	Airbnb/Subletting: The tenant agrees to not rent, sublet or grant anyone permission to occupy part or whole of the property without the landlord's consent. The tenant cannot list the property on short-term rent such as Airbnb. Tenancy Agreement Use of the premises by tenant clauses 16 and 16.1 to 16.5 and 17.3
6	Occupants: The tenant acknowledges that only the person named in the agreement and their dependant are permitted to occupy the premises. Clause 16.5, Tenancy Agreement
7	Keys and devices: The tenant understands how to use the keys or access devices provided. The tenant understands for any keys or devices replacement or new order at the tenant's request, they will need to pay for the cost plus an administrative fee of \$50 plus GST to the agent. If the tenant is lockout from the property they need to organise the locksmith themselves, the agent has no obligation to provide the spare key. Cost at tenant to change or order new keys
8	Enter the premise: The tenant is aware that they do not have permission to enter the premises before the lease commencement date and will be liable for the consequence if such is breached. Clause 14.1 ... on the date agreed of Tenancy Agreement
9	Point of contact: The tenant has been given the point of contact for matters such as maintenance during the tenancy. Important Information Urgent repairs of Tenancy Agreement
10	Personal belonging: The tenant has been advised to obtain renter's or content insurance to protect their belongings and acknowledged that the landlord will not be responsible for damage or loss of the tenant's belongings. Damages to belongs
11	Tenant's contact: The tenant agrees to notify the agent immediately if there are any changes in their contact number or email address. Page 4 & clauses 50 in the Tenancy Agreement
12	Smoking: The tenant is aware and agrees not to smoke or allow anyone in the rented premises to smoke inside the property. P. 4 Strata by-laws & clauses 38 and 39 in Tenancy Agreement
13	Light bulbs: The tenant is reminded of the tenant's responsibility and required to replace the light bulbs themselves when required. clause 17.4 of Tenancy Agreement
14	NBN battery replacement: The tenant acknowledges that should the NBN be installed in the property and the backup battery needs replacing that the cost of replacing this battery is a tenant cost. Tenants are responsible for associated fee
15	Ventilation: The tenant agrees 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 or by email immediately. Tenant's Responsibility
16	Smoke alarm: If the Smoke Alarm is not working, within 2 business days after giving the agent notice, the tenant can choose to replace a removable battery and notify the agent within 2 business days after the replacement. Tenant responsibility to removable battery replacement & Clause 43 and 43.3 in Tenancy Agreement
17	Vacating: The tenant acknowledged that the vacating notice must be in writing. The final/exit condition report might not be completed on the same day of vacating, but within 7 days after the vacating date. Moving out condition report
18	Lock: The tenant agrees not to change or add locks to the premises without the landlord's consent. Should the consent be obtained, the tenant agrees to provide a copy of the key for any new locks to the landlord or agent within 7 business days. clause 33 at page 11 of Tenancy Agreement
Section	SPECIAL CONDITIONS
1	Air Conditioning: Where air conditioning is installed at the property the tenant agrees it is the tenant's responsibility to regularly clean the filters or intake ducts. Property Repairs and maintenance
2	Return key: The tenant understands that the tenant needs to have all items listed on the Key Agreement (including the keys, access devices and air conditioning remote etc.) returned to the PIA office during the business hours (9.30am to 5.30pm, Monday to Friday) prior or on the day of the vacating (the end date of the tenancy). The landlord has the right to charge the rent due as retaining keys constitutes occupation. Fair Trading: At the end of a tenancy... & Clause 18.6 of Tenancy Agreement

The tenant acknowledges that, they have gone through all details listed in this Form, at or before the time of signing this Highlighting & Special Condition to Residential Tenancy Agreement, the tenant has been given a copy of this ACKNOWLEDGEMENT.

Parties	Name of Parties	Signature	Date
Tenant (1)	Kan Li	<i>Kan Li</i>	04/03/2026 13:46:12
Tenant (2)			
Tenant (3)			
Tenant (4)			