

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Valley Estate Agents 26 Elgin Street, Maitland NSW 2320 Email: alana@valleyestateagents.com.au	Phone: 4934 1901 Ref: Alana Barker

co-agent

vendor

vendor's solicitor

date for completion **42nd day after the contract date** (clause 15)

land (address, plan details and title reference) **32/12 Denton Park Drive, Rutherford NSW 2320**
Lot 32 in Strata Plan 79824
Folio Identifier 32/SP79824

VACANT POSSESSION subject to existing tenancies

improvements 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	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: Automatic garage door with remote.			

exclusions

purchaser

purchaser's solicitor

price \$

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

balance \$

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

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond**

NO yes

Nominated Electronic Lodgement Network (ELN) (clause 4):
Manual transaction (clause 30)

PEXA
 NO yes

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment*
(GST residential withholding payment)

NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

CSTM Strata Group Newcastle

PO Box 268, Wickham NSW 2293

Email: newcastle@cstm.com.au; updates@cstm.com.au Tel: 4041 5200

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

UNIT 32/12 DENTON PARK DRIVE RUTHERFORD NSW NSW 2320

Addition Provisions

These are the special conditions to the contract for the sale of land

BETWEEN

1. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract. If the vendor issues a notice to complete, the purchaser shall allow the vendor at settlement an amount of \$385.00. The payment of such monies is an essential term of this contract.

2. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

3. Purchaser acknowledgements

The Purchaser acknowledges that they are purchasing the property:

- (a) Subject to all defects latent and patent;
- (b) Subject to any infestations or dilapidations;
- (c) Subject to all existing water, sewerage, drainage and plumbing services and connections passing through or over the property;

- (d) Subject to all telephone or electricity lines whether the property of any Local Authority or third party or any posts, fittings or fixtures therefore erected on or passing over or through the property or to any easements in respect thereof or the absence of any such easements.
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under the Act in respect of any building, improvement or fixture on the land.
- (f) Subject to any encroachments by or upon the property.
- (g) Subject to any asbestos in the improvements to the property whether disclosed by the vendor or not.

The Purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

4. The property, together with any improvements thereon, is sold in its present state of condition and repair. The Purchaser confirms and acknowledges that they buy the property as is and are not relying on any warranties or representations made to the Purchaser by the Vendor or on behalf of the Vendor which is not contained in this Contract. The Purchaser shall not make any requisition, objection or claim thereto upon the Vendor to carry out any repairs to the said property, or to any furnishings and chattels, assume any liability towards, or payment of any monies relative to a work order or decision of any statutory authority, Owners Corporation or Local Council made after the date hereof nor effect any treatment for pest infestation.
5. The Purchaser must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The Vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The Purchaser must satisfy themselves as to the use of the property and all consents required for such use for the purchaser's purposes. The Purchaser may not delay settlement

nor make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to these matters.

6. Late completion

In the event that completion is not effected on the nominated day for settlement, or if the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is able to settle, then the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of completion.

7. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

8. Release of deposit for payment of a deposit and stamp duty

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.

9. Cancelled or Delayed Settlement

In the event settlement is delayed or cancelled by the Purchaser or their mortgagee and settlement is cancelled within 24 hours of the scheduled time for settlement or is rescheduled for another time on the same day or following day at no fault of the Vendor, then the Purchaser shall pay all necessary costs and charges to have settlement re-scheduled in the sum of \$145.00 inclusive of GST on settlement. These costs shall cover the additional expenses incurred by the Vendor as a consequence for the delay or cancellation by the Purchaser.

10. Requisitions on title

For the purpose of clause 5.1 and 5.2 the Vendor is obliged only to reply to the requisitions on title annexed to this contract.

11. Notwithstanding any provision in this Contract for Sale, in the event that the title is Limited Title but not Qualified Title, the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Document in relation to the subject property.

12. Electronic Settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.

- (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

13. The purchaser acknowledges that the Sewer Service Diagram forming part of this contract is the most up-to-date Diagram available from Hunter Water Corporation. The Purchaser shall make no requisition objection or claim for compensation with respect to the Sewer Service Diagram.

14. Maintenance of Property before settlement

The Purchaser cannot make any claim, requisition, objections nor delay completion if at completion the Vendor has:

- (i) not cut the grass or maintained the lawn or other plants;
- (ii) left any items, rubbish or refuse on the property which do not hinder the full use and enjoyment of the property.

This is an essential term of the contract.

15. The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, however, if any amount, including but not limited to, balance settlement monies, deposit, rates, is incorrectly calculated, overlooked or an error is made in the calculations or payments, the parties

agree and warrant to correct such error to reimburse each other accordingly after settlement. This clause shall not merge on completion.

16. The Purchaser's representative must prepare and serve the proposed settlement sheet with supporting certificates to the Vendor's representative no later than five (5) business days prior to the settlement date. If the proposed settlement sheet is provided less than five (5) business days prior to completion, the Purchaser will allow the sum of \$150.00 on settlement to cover the Vendor's representative costs for late preparation of settlement adjustment sheet.

17. Deposit by Instalments

In the event the Vendor has agreed to allow the purchaser to pay the deposit by instalments, the following applies;

The purchaser acknowledges that the Vendor is entitled to require payment of the full deposit equal to 10% of the purchase price.

The deposit will be paid as per the following;

- 0.25% to be paid on exchange.
- 9.75% to be paid in the expiry of the cooling off period.

18. Tenant

The parties acknowledge that if the property is tenanted and the vendor has agreed to vacant possession, completion is conditional upon vacant possession being provided. It is agreed that completion will take place on the later of:

- a) The completion date noted on the front page of the contract;
- b) Three working days after the vendor provides notice that the property is vacant and settlement can taken place.

The vendor agrees that the tenant will be given 30 days notice to vacate once the cooling off period has expired and contracts are binding. It is agreed that if vacant possession cannot be provided within three months from the contract date then either party can serve notice to rescind the contract and clause 19 shall apply.

19. Special Levies

In the event that the Property forms part of a Strata Plan, Precinct Plan or Community Scheme then the Vendor and the Purchaser agree that if there are or there have been special levies or contributions levied (which are not regular contributions), then the Vendor is only liable for it if it was determined on or before the Contract date and payment falls due on or before the Contract date, otherwise it is payable by the Purchaser if it was determined on or before the Contract date and the payment of the levy or any instalment of the levy is due and payable after the Contract date.

20. Extension of Completion & Cooling off period Date due to Christmas closure

In the event that the Completion Date falls due during the period 20 December 2025 and 5 January 2026 inclusive, then the Completion Date shall be deemed to be extended to 8 January 2026. Further any such cooling off period that shall fall during such dates will be automatically extended until 6 January 2026 at 5pm. The parties agree that no notices including a Notice of Rescission or Notice to Complete shall be served during the closure dates or deemed received. This clause shall not merge on completion.

21. Hunter Water Corporation – Location of Internal Drainage Diagram

For the purposes of Scheduled 1 Conveyancing (Sale of Land) Regulation 2017, Hunter Water Corporation does not provide a plan showing the location of any internal sewer lines on the land from the point of connection to the authority's sewer main (including the point of connection).

REQUISITIONS ON TITLE

Property: 32/12 Denton Park Drive, Rutherford NSW 2320

Vendor:

The following requisitions do not cover matters that are normally covered by pre contract enquiries, the law and the contract.

A vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, induce the purchaser to complete. This extends not only to the original replies, but to situations where the vendor is unaware of the error when delivering answers but discovers the error before settlement and fails to disclose the truth to the purchaser.

All properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

If strata/community title

1. Has the initial period expired?
2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

If rural

1. Are there any notices from neighbours or any public authorities requiring compliance?
2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.
3. Are there any give and take fences?
4. Are there any agreements with neighbours relating to fencing?
5. Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?

6. Has the vendor any water licence or rights under the Water Management Act 2000?
7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
8. Are there any enclosure permits that attach to the property?
9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?
10. Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?
11. Is there any application to the Crown for purchase or conversion of a holding?
12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?

If company title

1. Please provide evidence that the company has approved the sale of the shares to the purchaser which will be registered in the share register on presentation following settlement.
2. Have there been or are there any proposed changes to the constitution of the company that affect the right of occupation by the purchaser and the use and enjoyment of the hereditaments?
3. The financial records and books of the company will be inspected and must prove satisfactory and establish that the company is free of debt, that all levies on shareholders have been made and paid and that there is no action suit or proceeding by or against the company.
4. A copy of the constitution of the company must be provided together with copies of the minutes of the last general meeting and copies of any resolutions that might adversely affect the use and enjoyment of the property by the purchaser.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 32/SP79824

SEARCH DATE	TIME	EDITION NO	DATE
21/11/2025	4:59 PM	7	18/8/2023

LAND

LOT 32 IN STRATA PLAN 79824
AT RUTHERFORD
LOCAL GOVERNMENT AREA MAITLAND

FIRST SCHEDULE

(T AE177465)

SECOND SCHEDULE (2 NOTIFICATIONS)

- INTERESTS RECORDED ON REGISTER FOLIO CP/SP79824
- AT365872 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

chdavis

PRINTED ON 21/11/2025



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP79824

SEARCH DATE	TIME	EDITION NO	DATE
21/11/2025	5:04 PM	4	14/10/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 79824
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT RUTHERFORD
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM SP79824

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 79824
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- CSTM STRATA GROUP
PO BOX 268
WICKHAM 2293

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 E563489 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED
AN418405 VARIATION OF EASEMENT E563489 SITE VARIED
PURSUANT TO ORDER OF COURT AND SHOWN IN PLAN WITH
AN418405
- 3 E563489 EASEMENT TO DRAIN WATER 30 WIDE AFFECTING THE PART
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 R881997 EASEMENT FOR SEWER MAIN VARIABLE WIDTH AFFECTING
THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP817435 EASEMENT TO DRAIN WATER 2.5 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 6 DP867202 EASEMENT TO DRAIN WATER 3 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 7 DP874384 EASEMENT TO DRAIN WATER 15 WIDE AND VARIABLE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 8 DP874384 EASEMENT TO DRAIN WATER 3 WIDE AND VARIABLE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 9 DP874384 RESTRICTION(S) ON THE USE OF LAND
- 10 AD578396 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
AFFECTING THE PART SHOWN IN PLAN WITH AD578396

END OF PAGE 1 - CONTINUED OVER

chdavis

PRINTED ON 21/11/2025

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP79824

PAGE 2

SECOND SCHEDULE (12 NOTIFICATIONS) (CONTINUED)

- 11 AT21339 INITIAL PERIOD EXPIRED
 12 AU488376 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 370)

STRATA PLAN 79824

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 10	2	- 10	3	- 10	4	- 10
5	- 10	6	- 10	7	- 10	8	- 10
9	- 10	10	- 10	11	- 10	12	- 10
13	- 10	14	- 10	15	- 10	16	- 10
17	- 10	18	- 10	19	- 10	20	- 10
21	- 10	22	- 10	23	- 10	24	- 10
25	- 10	26	- 10	27	- 10	28	- 10
29	- 10	30	- 10	31	- 10	32	- 10
33	- 10	34	- 10	35	- 10	36	- 10
37	- 10						

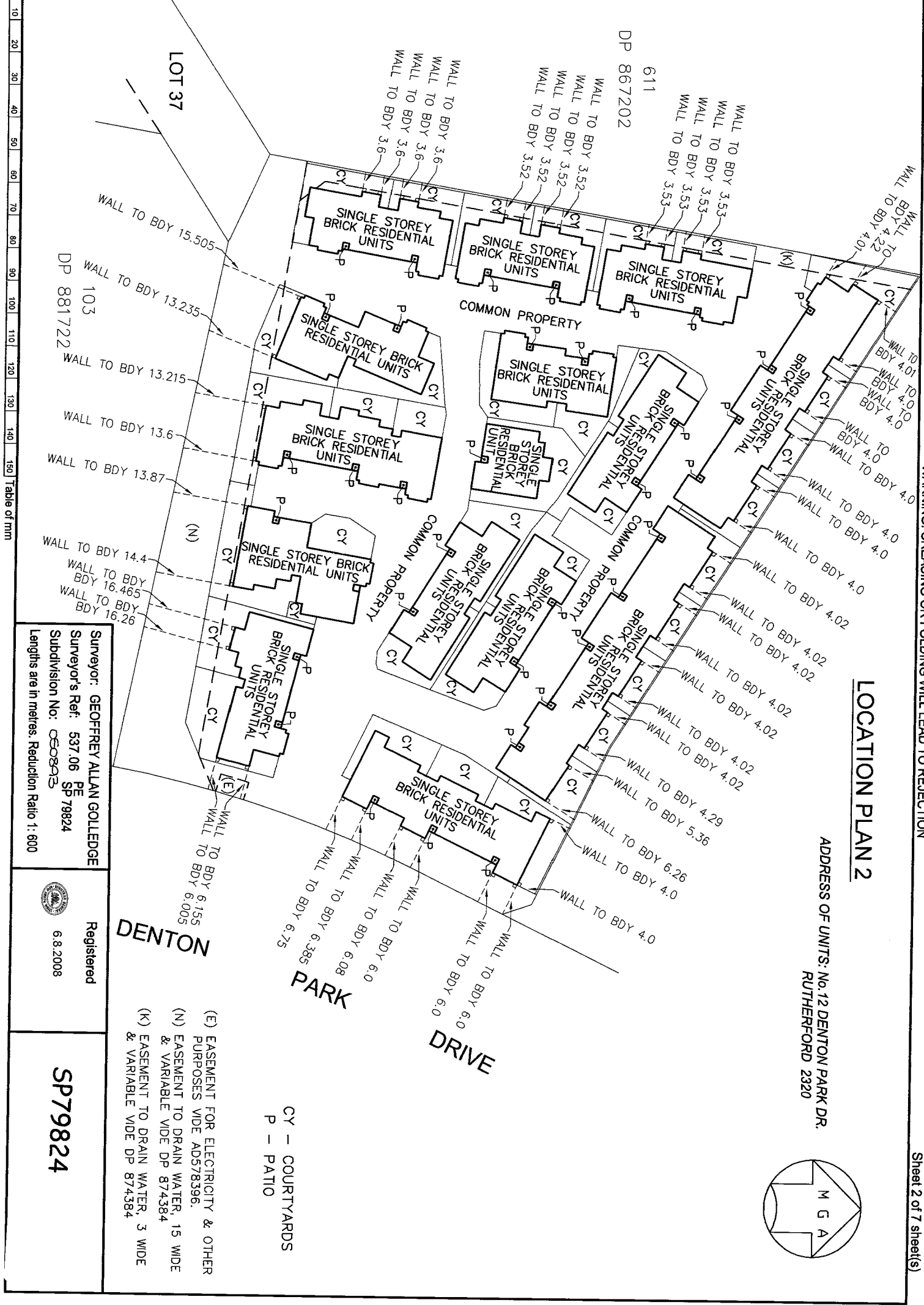
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

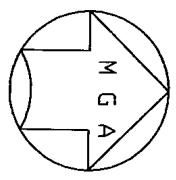
chdavis

PRINTED ON 21/11/2025



LOCATION PLAN 2

ADDRESS OF UNITS: No.12 DENTON PARK DR.
RUTHERFORD 2320



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

Surveyor: **GEOFFREY ALLAN COLLEDGE**
 Surveyor's Ref: 537.06 PE
 Subdivision No: 0508913 SP 79824
 Lengths are in metres. Reduction Ratio 1: 600

Registered
 6.8.2008

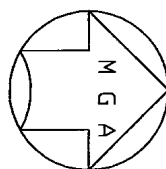
SP79824

(E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES VIDE AD5783396.
 (N) EASEMENT TO DRAIN WATER, 15 WIDE & VARIABLE WIDE DP 874384
 (K) EASEMENT TO DRAIN WATER, 3 WIDE & VARIABLE WIDE DP 874384

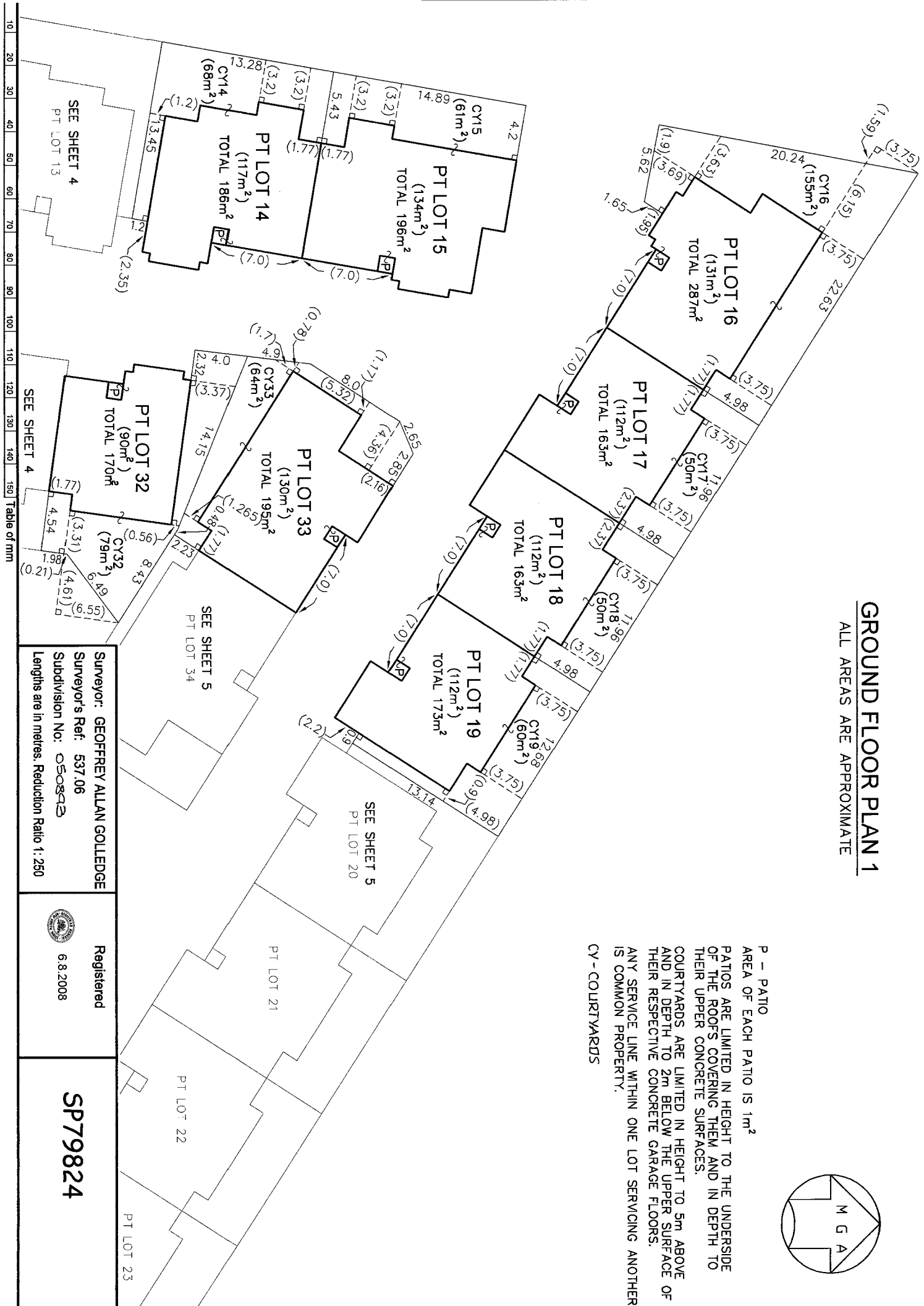
CY - COURTYARDS
 P - PATIO

GROUND FLOOR PLAN 1

ALL AREAS ARE APPROXIMATE



P - PATIO
 AREA OF EACH PATIO IS 1m²
 PATIOS ARE LIMITED IN HEIGHT TO THE UNDERSIDE OF THE ROOFS COVERING THEM AND IN DEPTH TO THEIR UPPER CONCRETE SURFACES.
 COURTYARDS ARE LIMITED IN HEIGHT TO 5m ABOVE AND IN DEPTH TO 2m BELOW THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE GARAGE FLOORS.
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER IS COMMON PROPERTY.
 CV - COURTYARDS

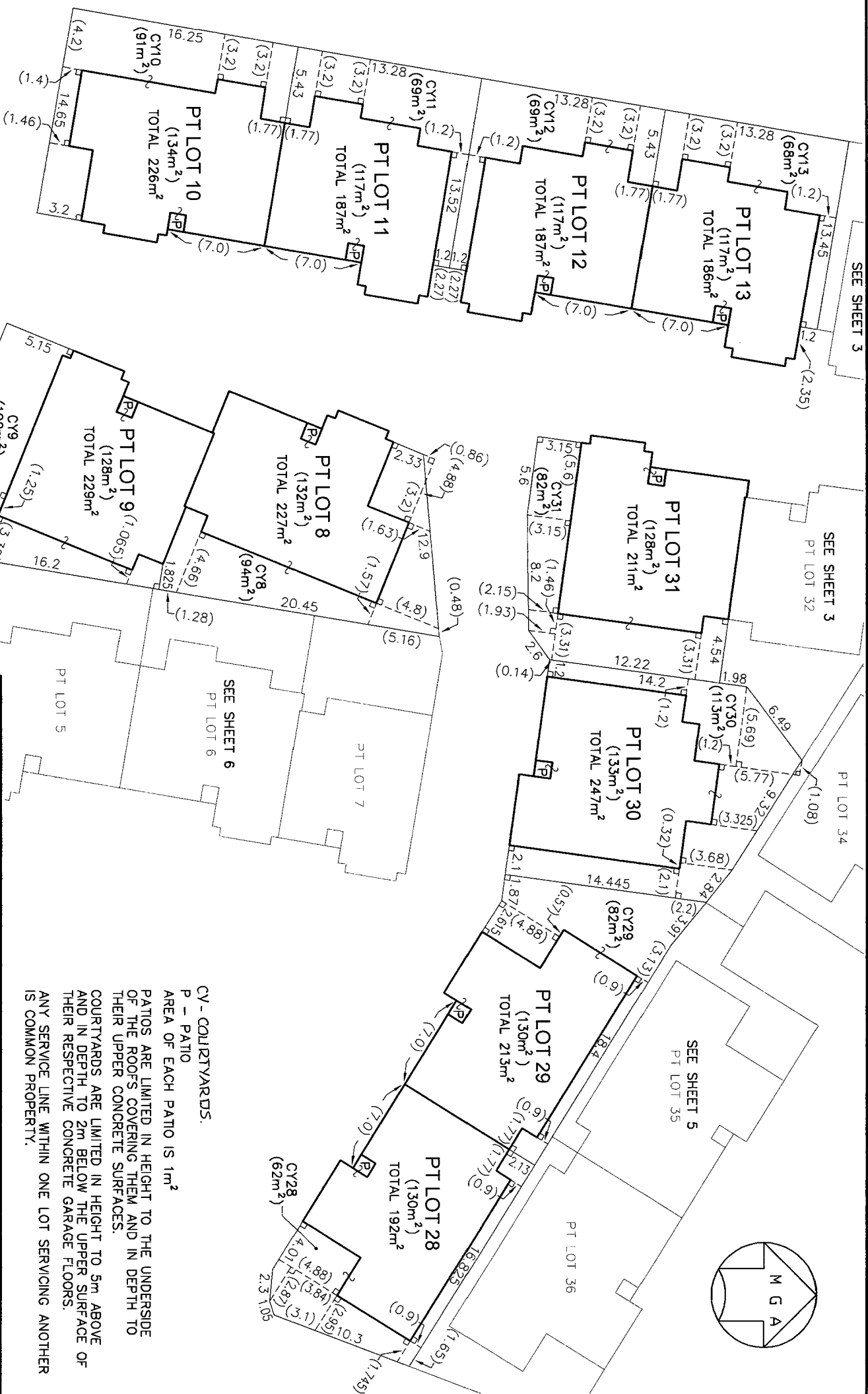


10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Surveyor: GEOFREY ALLAN GOLLEDDGE
 Surveyor's Ref: 537.06
 Subdivision No: 050894
 Lengths are in metres. Reduction Ratio 1:250

Registered
 6.8.2008

SP79824



GROUND FLOOR PLAN 2

ALL AREAS ARE APPROXIMATE

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Table of mm

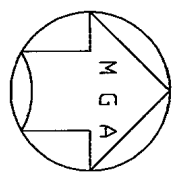
Surveyor: **GEOFFREY ALLAN GOLLEDDGE** PE
 Surveyor's Ref: 537.06 SP 79824
 Subdivision No: 050893
 Lengths are in metres. Reduction Ratio 1:250

Registered
 6.8.2008

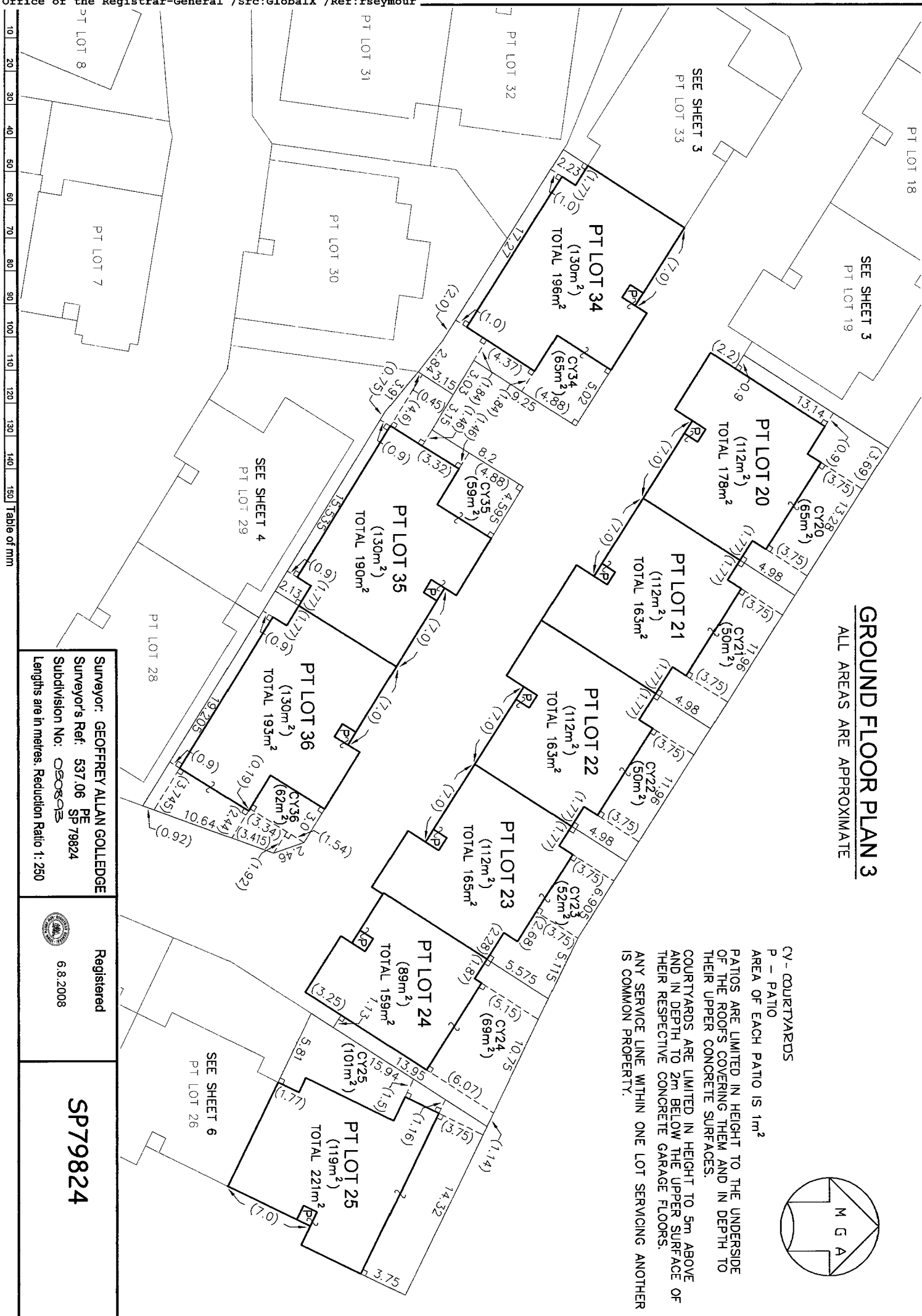
SP79824

CV - COURTYARDS.
 P - PATIO
 AREA OF EACH PATIO IS 1m²
 PATIOS ARE LIMITED IN HEIGHT TO THE UNDERSIDE OF THE ROOFS COVERING THEM AND IN DEPTH TO THEIR UPPER CONCRETE SURFACES.
 COURTYARDS ARE LIMITED IN HEIGHT TO 5m ABOVE AND IN DEPTH TO 2m BELOW THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE GARAGE FLOORS.
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER IS COMMON PROPERTY.

GROUND FLOOR PLAN 3
 ALL AREAS ARE APPROXIMATE



CV - COURTYARDS
 P - PATIO
 AREA OF EACH PATIO IS 1m²
 PATIOS ARE LIMITED IN HEIGHT TO THE UNDERSIDE OF THE ROOFS COVERING THEM AND IN DEPTH TO THEIR UPPER CONCRETE SURFACES.
 COURTYARDS ARE LIMITED IN HEIGHT TO 5m ABOVE AND IN DEPTH TO 2m BELOW THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE GARAGE FLOORS.
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER IS COMMON PROPERTY.



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

Surveyor: **GEOFFREY ALLAN GOLLEDDGE**
 Surveyor's Ref: **537.06 PE**
 Subdivision No: **SP79824**
 Lengths are in metres. Reduction Ratio 1:250

Registered
 6.8.2008

SP79824



GROUND FLOOR PLAN 4
 ALL AREAS ARE APPROXIMATE

CY - COURTYARDS
 P - PATIO
 AREA OF EACH PATIO IS 1m²
 PATIOS ARE LIMITED IN HEIGHT TO THE UNDERSIDE OF THE ROOFS COVERING THEM AND IN DEPTH TO THEIR UPPER CONCRETE SURFACES.
 COURTYARDS ARE LIMITED IN HEIGHT TO 5m ABOVE AND IN DEPTH TO 2m BELOW THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.
 ANY SERVICE LINE IN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

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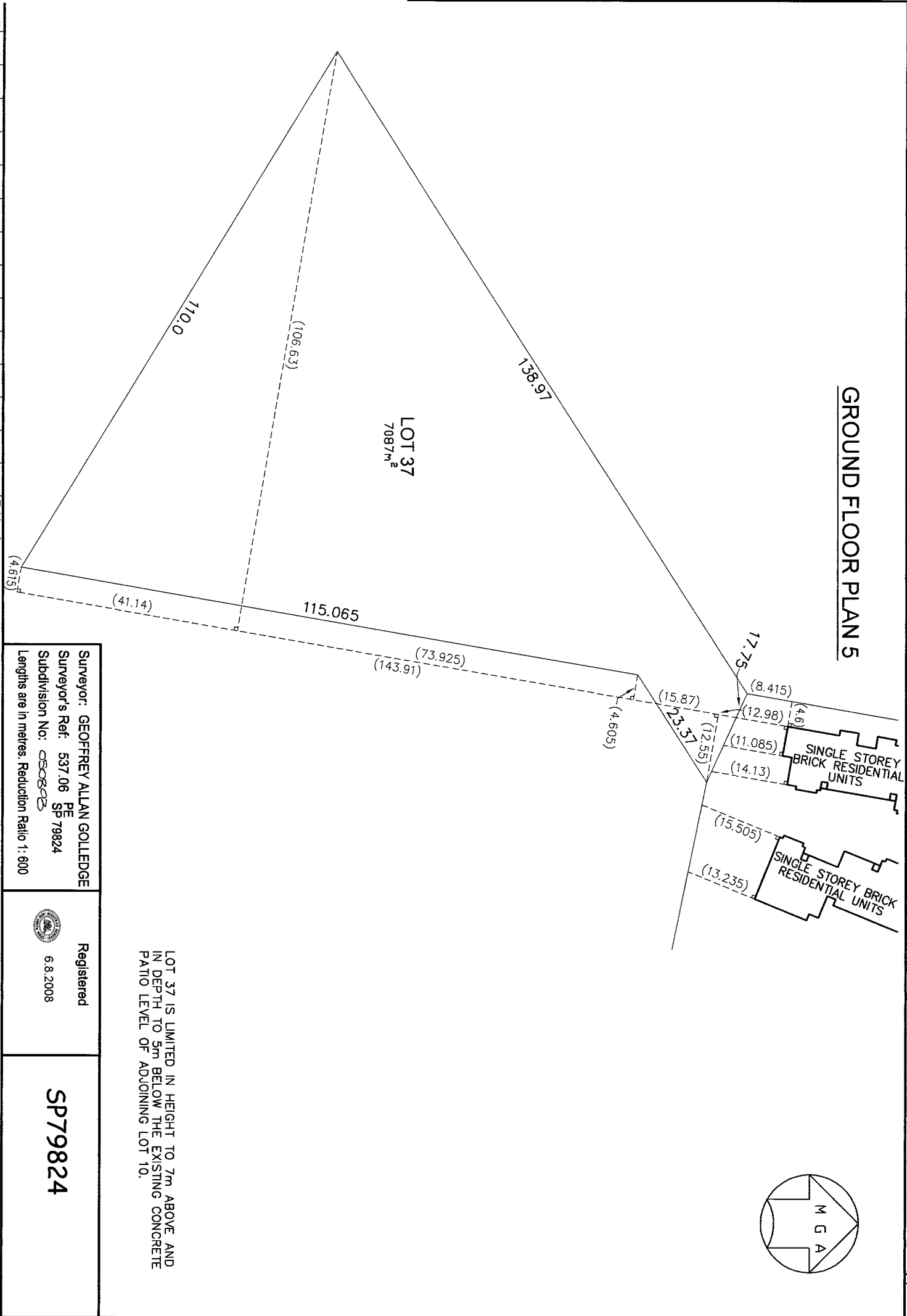
Table of mm

Surveyor: **GEOFFREY ALLAN GOLLEGE**
 Surveyor's Ref: **537.06 PE**
 Subdivision No: **OS0929**
 Lengths are in metres. Reduction Ratio 1:250

Registered
 6.8.2008

SP79824

GROUND FLOOR PLAN 5



LOT 37 IS LIMITED IN HEIGHT TO 7m ABOVE AND IN DEPTH TO 5m BELOW THE EXISTING CONCRETE PATIO LEVEL OF ADJOINING LOT 10.

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150

Table of mm

Surveyor: **GEOFFREY ALLAN GOLLEDDGE**
 Surveyor's Ref: **537.06 PE**
 Subdivision No: **050824 SP 79824**
 Lengths are in metres. Reduction Ratio 1: 600

Registered
 6.8.2008

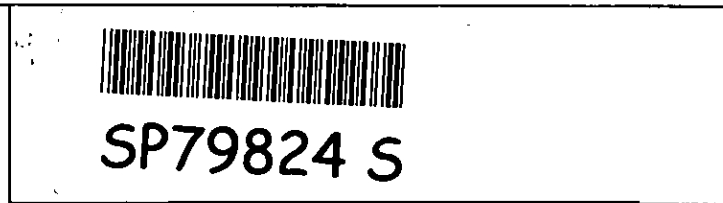
SP79824


STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

The Owners - Strata Plan No 79824
 No. 12 DENTON PARK DRIVE,
 RUTHERFORD NSW 2320



Registered:  6.8.2008 *

Purpose: STRATA PLAN

PLAN OF SUBDIVISION OF LOT 603
 DP 874384

RESIDENTIAL
~~(insert type being adopted)~~ Model by-laws adopted for this scheme
 *Keeping of animals: Option A/B/G
 *Schedule of By-laws in sheets filed with plan
 *No By-laws apply
 * strike out whichever is inapplicable

Strata Certificate

* Name of Council/ * Accredited Certifier Maitland City
 being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or * Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:

* ~~strata plan/~~ strata plan of subdivision
 illustrated in the ~~annexure to this certificate.~~

LGA: MAITLAND
 Locality: RUTHERFORD
 Parish: GOSFORTH
 County: NORTHUMBERLAND

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

* The strata plan/strata plan of subdivision is part of a development scheme. The * council/ * accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

* The Council does not object to the encroachment of the building beyond the alignment of

.....

* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

* This approval is given on the condition that the use of lot (s).....
(being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) Act 1986.

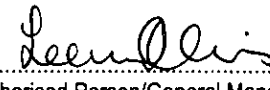
Date..... 3.7.08.....

Subdivision No..... 050893.....

Accreditation No.....

Relevant Development Consent No. DA 05 893

Issued by..... Maitland City Council


 Authorised Person/General Manager/Accredited Certifier

* Complete or delete if applicable.

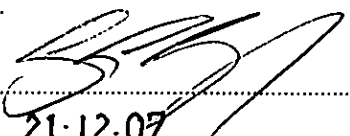
Surveyor's Certificate

I, GEOFFREY ALLAN GOLLEDGE
 of PO BOX 132 MAITLAND NSW 2320
 a surveyor registered under the Surveying Act, 2002, hereby certify that:

(1) each applicable requirement of
 *Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
 *Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986
 has been met;

(2) ~~(a) the building encroaches on a public place;~~
~~(b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:—~~
~~* has been created by registered *~~
~~* is to be created under section 88B of the Conveyancing Act 1919.~~

(3) *the survey information recorded in the accompanying location plan is accurate.

Signature: 

Date: ~~21.12.06~~ 21.12.07

* Delete if inapplicable
 + State whether dealing or plan, and quote registered number.

SURVEYOR'S REFERENCE: 537.06 PE
 SP 79824

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

* OFFICE USE ONLY

ATTENDED BY A. BROWNE 4-8-2008

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

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

PLAN OF SUBDIVISION OF LOT 603
 DP 874384

SP79824

Registered:  6.8.2008

* OFFICE USE ONLY

Strata Certificate Details: Subdivision No: 050893

Date: 8.7.08

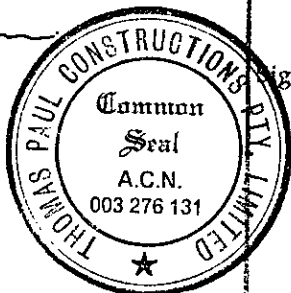
SCHEDULE OF UNIT ENTITLEMENT
 (if insufficient space use additional annexure sheet)

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	10	19	10
2	10	20	10
3	10	21	10
4	10	22	10
5	10	23	10
6	10	24	10
7	10	25	10
8	10	26	10
9	10	27	10
10	10	28	10
11	10	29	10
12	10	30	10
13	10	31	10
14	10	32	10
15	10	33	10
16	10	34	10
17	10	35	10
18	10	36	10
		37	10
AGGREGATE		370	

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants
 (if insufficient space use additional annexure sheet)

Signed by Thomas Paul Hughes
 Sole Director / Secretary of
 Thomas Paul Constructions Pty Ltd

Thomas Paul Hughes



Executed by Australia and New Zealand Banking Group Limited (ACN 605 357 522) signed by its Attorney ROBERT MATTHEWS who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 564 Book 4388

Robert Matthews

Signed in the presence of *[Signature]*
 (Signature)

KATHRYN MARGARET COVAN
 (Print Name)

SURVEYOR'S REFERENCE: 537.06 PE SP 79824

BANK OFFICER
 (Title)

RP 130

STAMP DUTY



B/o. 00

OFFICE USE ONLY



E D
563489 S



TRANSFER GRANTING EASEMENT TG
 REAL PROPERTY ACT, 1900
 (See Instructions for Completion on back of form)

	of	
\$		R /

DESCRIPTION OF LAND
 Note (a)

Servient Tenement (Land burdened)
 Torrens Title Reference
F/I 30/598354

Dominant Tenement (Land benefited)
 Torrens Title Reference
F/I 347/817435
~~F/I 30/817266~~
F/I 7/2881
F/I 8/2881

TRANSFEROR
 (registered proprietor of servient tenement)
 Note (b)

GEOFFREY ERIC SAXBY, KAY ANNE SAXBY, KENNETH WILLIAM JOHN SAXBY and KARENNE DIANE SAXBY

Note (c)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 1.00 and TRANSFERS and GRANTS "Proposed easement for drainage an easement to drain water shown as ~~Easement to Drain Water~~ (30 wide)" on the Plan annexed hereto and marked with the letter "A" out of the servient tenement and appurtenant to the dominant tenement to the TRANSFEREE

OFFICE USE ONLY
OVER

TRANSFEREE
 (registered proprietor of dominant tenement)
 Note (b)

ANAMBAH HOMES PTY LIMITED A.C.N.002 404 560 of 15th Floor, 111 Elizabeth Street, Sydney

PRIOR ENCUMBRANCES
 Note (d)

subject to the following PRIOR ENCUMBRANCES: 1. _____
 2. _____ 3. _____

EXECUTION
 Note (e)

DATE **12/6/1992**
 We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.
 Signed in my presence by the transferor who is personally known to me.
[Signature]
 Signature of Witness
ERIC JAMES PARISH.
 Name of Witness (BLOCK LETTERS)
18 Wollombi Rd FARLEY.
 Address and occupation of Witness
Eric J. Parish.

Geoff Saxby
K.A. Saxby
Kenneth Saxby
Saxby
 Signature of Transferor

Note (e)

Signed in my presence by the transferee who is personally known to me.
[Signature]
 Signature of Witness
ERIC JAMES PARISH.
 Name of Witness (BLOCK LETTERS)
18 Wollombi Rd Farley.
 Address and occupation of Witness
Eric J. Parish.

STANISLAUS ANTHONY CARROLL
[Signature]
 Signature of Transferee

TO BE COMPLETED BY LODGING PARTY
 Notes (f) and (g)

LODGED BY **CARROLL & O'DEA SOLICITORS**
 19th floor, 111 ELIZABETH ST., SYDNEY
 DX 183 SYDNEY PHONE 232 2133
 FAX: 221 1117
 R.G.O. 16EH SYDNEY

Ref:
 Delivery Box Number **SAX**

Checked *[initials]* Passed *RF15*
 Signed _____ Extra Fee _____

REGISTERED - -19

LOCATION OF DOCUMENTS

CT	OTHER	Herewith.
		in L.T.O. with
		Produced by
Secondary Directions		
Delivery Directions		

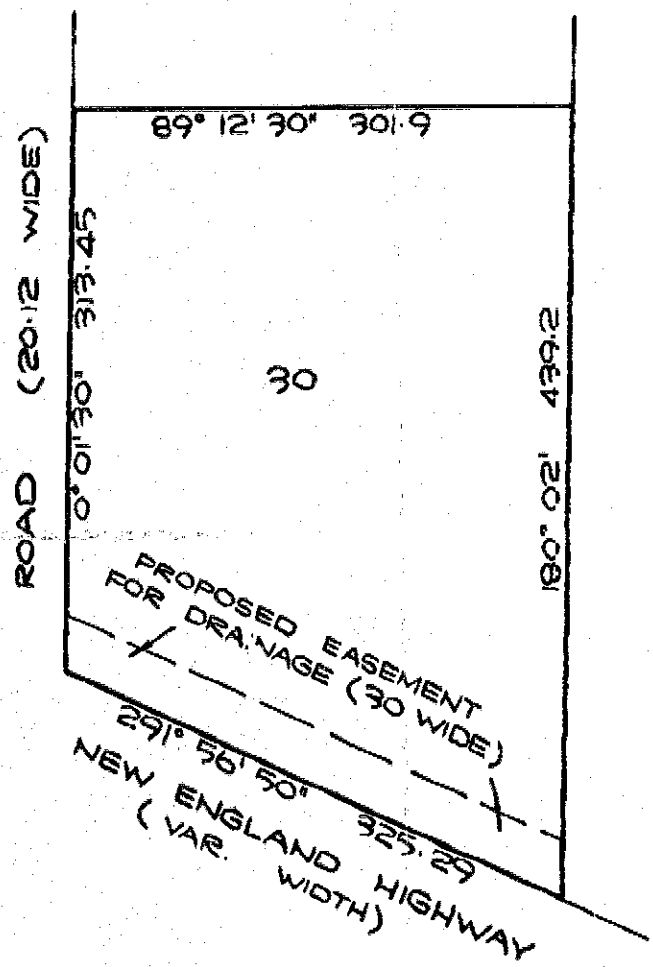
OFFICE USE ONLY

E563489

" A "

This is the Annexure marked "A" referred to in Transfer Granting Easement between Geoffrey Eric Saxby, Kay Anne Saxby, Kenneth William John Saxby and Karenne Diane Saxby (Transferor) and Anambah Homes Pty Limited A.C.N.002 404 560 (Transferee).

31
 D. P. 598354



40
 D. P. 819269

- X G. E. Saxby
- X K. A. Saxby
- X K. W. John Saxby
- X K. D. Saxby

John G. Nelson
 X
 JOHN G. NELSON
 Surveyor
 18-20 Oxford Street
 EPPING Telephone: 876 8055

LODGE WITH DEALING

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	Table of m
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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Form: 20EM
Release: 3-1

MODIFICATION OF EASEMENT



7

New South Wales
Section 89(8) Conveyancing Act 191.

AN418405Q

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 Folio Identifier 2/1200195		Dominant Tenement See Annexure hereto marked "B"	
	(B) EASEMENT MODIFIED		(C) LODGED BY	
Number of Easement E563489		Nature of Easement Easement to drain water 30 wide		
D351744L Plan fee raised	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any BOX 30P L J KANE & CO		CODE EM
	Reference	LLPN 123818G RL SIGN		
(D) APPLICANT	Signature Gardens Retirement Resorts Pty Ltd ACN 122 548 529			

(E) The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated 09 May 2018 (an office copy of which is annexed hereto and marked "A") modifying the above easement.

DATE

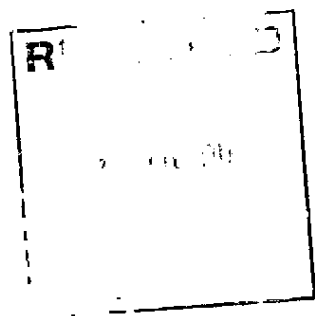
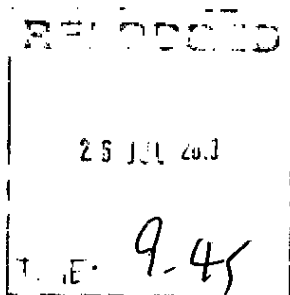
21st May 2018

(F)

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name: Warren Richardson
Signatory's capacity: solicitor



A

Form 43
UCPR 36.11

D0000ZRD9S

Issued: 11 May 2018 10:10 AM

JUDGMENT/ORDER

COURT DETAILS

Court	Supreme Court of NSW
Division	Equity
List	Real Property
Registry	Supreme Court Sydney
Case number	2016/00384233

TITLE OF PROCEEDINGS

First Plaintiff Signature Gardens Retirement Resort Pty Ltd

First Defendant The Council of the City of Maitland

DATE OF JUDGMENT/ORDER

Date made or given	9 May 2018
Date entered	9 May 2018

TERMS OF JUDGMENT/ORDER

The Court:

1. Makes orders in accordance with the Orders document initialled by Darke J, dated today's date and placed with the papers.

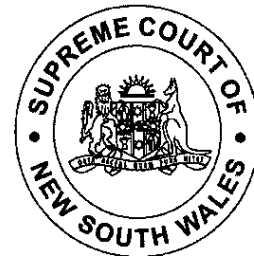
Orders:

1. Pursuant to section 89(1)(c) of the Conveyancing Act 1919, the easement in registered dealing number E563489 be modified in accordance with the document entitled, "Plan of Proposed Variation of Easement to Drain Water 30 Wide" prepared by Michael John Delbridge, surveyor, a copy of which is:

- a. exhibited to the affidavit of Brett Harrod sworn 20 December 2016; and
- b. annexed to these orders (Annexure A).

2. The Summons is otherwise dismissed.

SEAL AND SIGNATURE



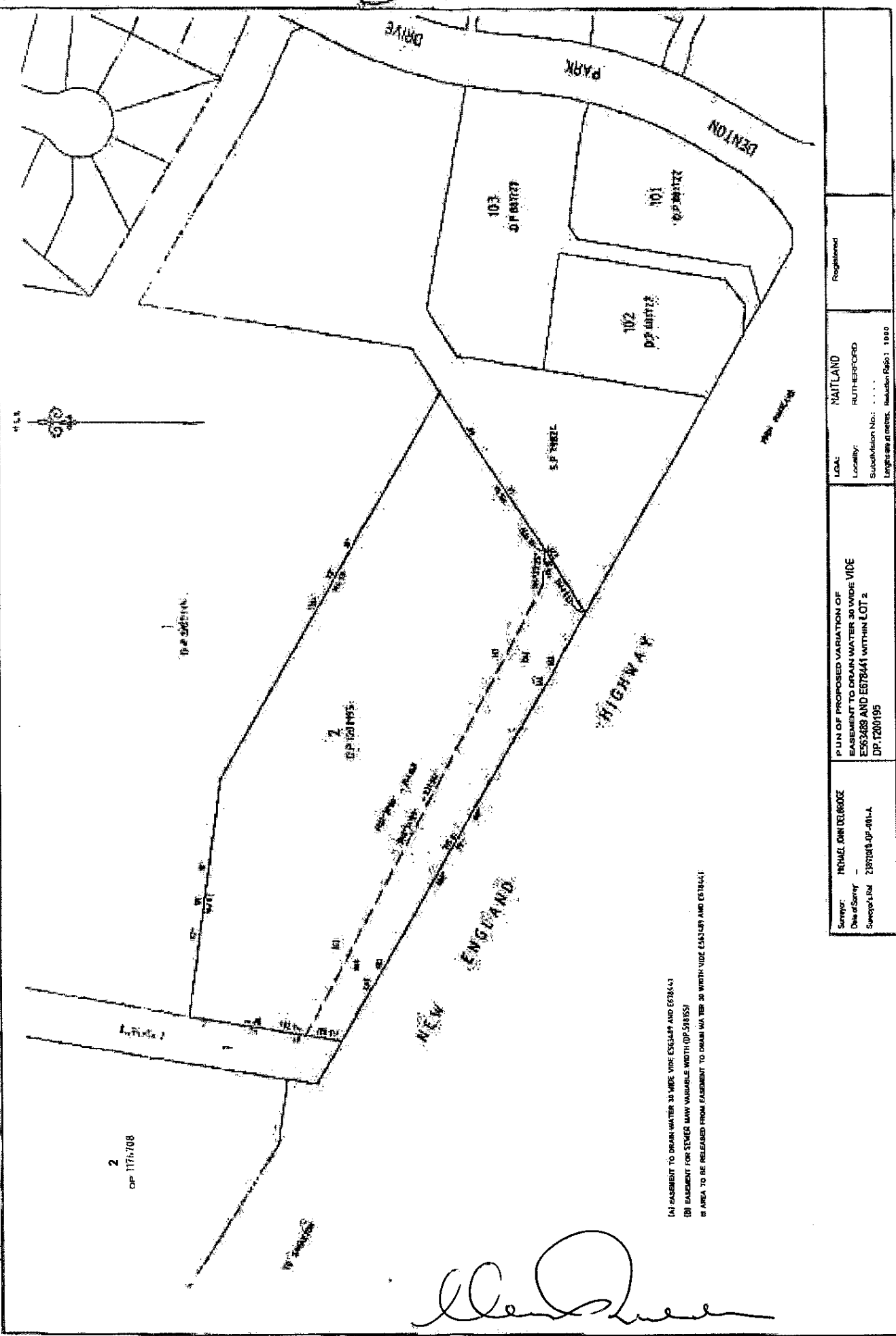
Signature	T.Kennedy (L.S)
Capacity	Chief Clerk
Date	11 May 2018

If this document was issued by means of the Electronic Case Management System (ECM), pursuant to Part 3 of the Uniform Civil Procedure Rules (UCPR), this document is taken to have been signed if the person's name is printed where his or her signature would otherwise appear.

Outcome Date: 09 May 2018

WARNING: CIRCULARS OR FOLLOWING WILL LEAD TO UNLAWFUL USE

Sheet 1 of 1 sheets



(A) EASEMENT TO DRAIN WATER 30 WIDE VIDE E563488 AND E578441
 (B) EASEMENT FOR SEWER MANN VARIABLE WIDTH (DP 588351)
 (C) AREA TO BE RELEASED FROM EASEMENT TO DRAIN WATER 30 WITH VIDE E563488 AND E578441

Surveyor: Date of Survey: Surveyor's Lic. No.	MICHAEL DANIEL BRUCE - 2887843-09-401-A	P.U.N OF PROPOSED VARIATION OF EASEMENT TO DRAIN WATER 30 WIDE VIDE E563488 AND E578441 WITHIN LOT 2 DP 1200195	Registered Local: Locality: Subdivision No.: Longitude at metres: Easting Ratio: 1000
Maitland RUTHERFORD			

THIS IS THE ANNEXURE 'B' REFERRED TO IN MODIFICATION OF EASEMENT IN
RESPECT TO EASEMENT E563489 SIGNATURE GARDENS RETIREMENT RESORTS
PTY LTD ACN 122 548 529 (THE APPLICANT)

	<u>LOTS</u>	<u>REGISTERED PLANS</u>
1.	801-823	DP852063
2.	825-826	DP852063
3.	828-853	DP852063
4.	855	DP852063
5.	857	DP852063
6.	CP	SP71992
7.	CP	SP64506
8.	CP	SP60879
9.	899	DP862776
10.	901-911	DP862776
11.	913-917	DP862776
12.	CP	SP57351
13.	CP	SP48321
14.	919-947	DP862777
15.	949-957	DP862777
16.	401-418	DP832153
17.	420	DP832153
18.	422-433	DP832153
19.	435-443	DP832153
20.	445-456	DP832153
21.	459	DP832153
22.	462	DP832153
23.	465-467	DP832153



24.	4341-4342	DP843897
25.	CP	SP49088
26.	1-2	DP839985
27.	4603-4604	DP867644
28.	641-642	DP848623
29.	501-504	DP884368
30.	506-553	DP884368
31.	CP	SP 66039
32.	CP	SP79824
33.	101-103	DP881722
34.	CP	SP51857
35.	1-3	DP270669
36.	CP	SP54195
37.	4601	DP853326
38.	1-2	DP1040601
<i>BF</i> 39.	2	DP1200195
40.	1915	DP1137217
41.	CP	SP51878
<i>BF</i> 42.	2	DP1243663
43.	39-40	DP1065236

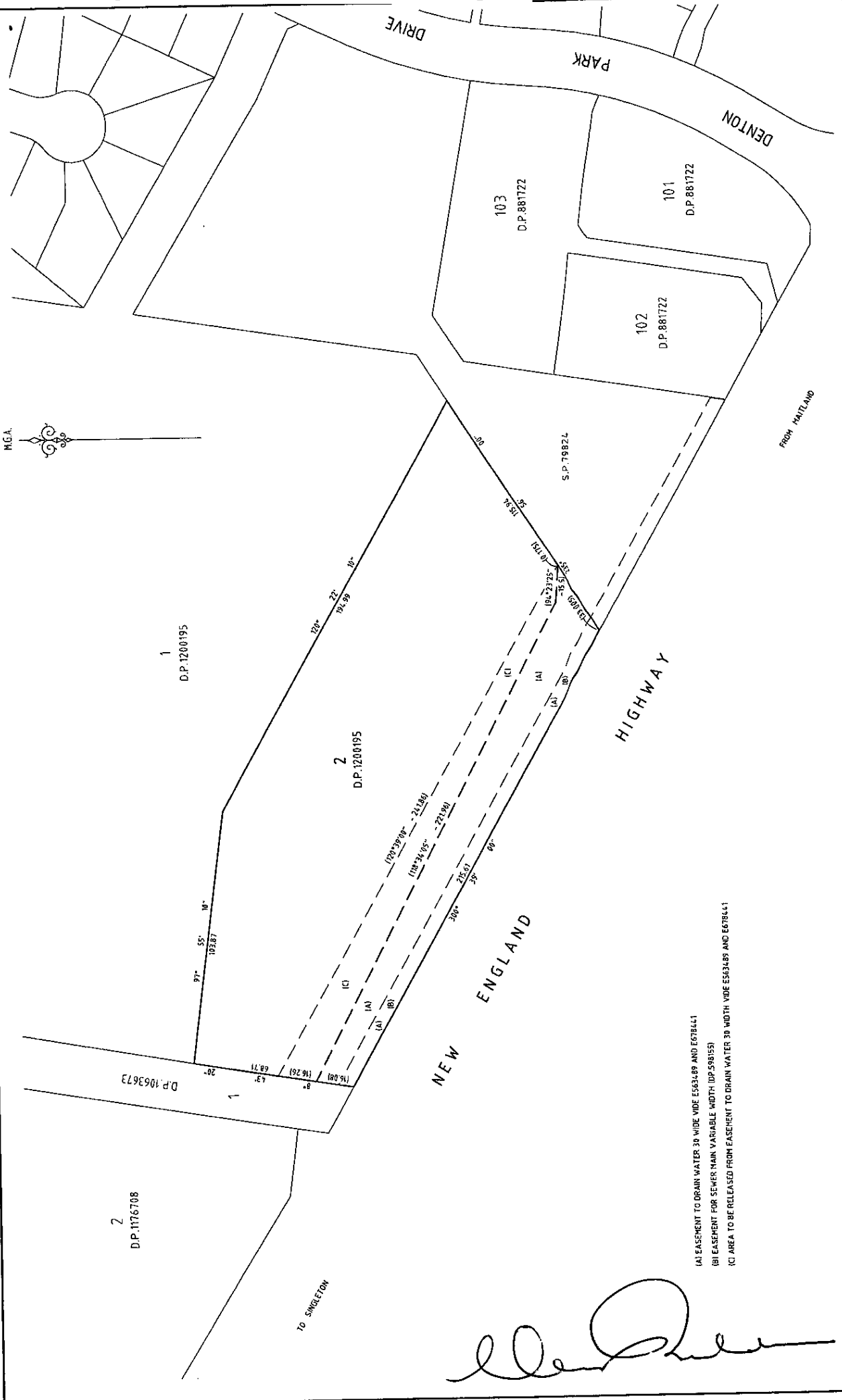


BF
BRETT FIELDING AUTHORISED TO AMEND
25/07/2018

Sheet 1 of 1 sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2 (A2)



(A) EASEMENT TO DRAIN WATER 30 WIDE VIDE E563489 AND E678441
 (B) EASEMENT FOR SEWER MAIN VARIABLE WIDTH (D.P. 598155)
 (C) AREA TO BE RELEASED FROM EASEMENT TO DRAIN WATER 30 WIDTH VIDE E563489 AND E678441

[Handwritten signature]

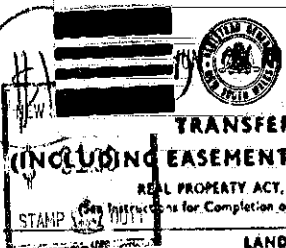
~~6 of 6~~ 6 of 6

Surveyor: Date of Survey: Surveyor's Ref: 23892010-09-001-A	MICHAEL JOHN DELBRIDGE - - -	PLAN OF PROPOSED VARIATION OF EASEMENT TO DRAIN WATER 30 WIDE VIDE E563489 AND E678441 WITHIN LOT 2 D.P. 1200195	Registered
LG: MAITLAND Locality: RUTHERFORD Subdivision No.: Lengths are in metres. Reduction Ratio 1: 1000			

Scale of mm 0 20 40 60 80 100 120 140

RP 13A
1978

STAMP DUTY
R881997
S.R.



R881997

TRANSFER
(INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

OFFICE USE ONLY
B 1 - 1 X
\$ 21 C

DESCRIPTION OF LAND
Note (a)

LAND being transferred		
Torrens Title Reference	N Part Only, Describe Whole and Give Details	Location
Volume 12541 Folio 175	WHOLE	New Berrima

TENEMENTS PANEL
Note (b)
This panel also to be completed for Covenants by transferor

Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference

TRANSFEROR
Note (c)

JOHN CLAYTON BARNSELY of Illawarra Highway, Sutton Forest, Storekeeper

OFFICE USE ONLY
N

Note (d)

(the above-named TRANSFEROR) hereby acknowledges receipt of the consideration of \$2,975-00 and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

TRANSFEREE
Note (e)

STEPHEN BERNARD SUTHERLAND of 16 Darren Road, Moss Vale, Trades Assistant and **DIANNE MAVIS SUTHERLAND** his Wife

OFFICE USE ONLY
JT2

TENANCY
Note (f)

as joint tenants/tenants in common

PRIOR ENCUMBRANCES
Note (f)

subject to the following PRIOR ENCUMBRANCES:
1. _____
2. _____
3. _____
AND the TRANSFEROR—
(i) GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto
(ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto
AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

Note (g)
Note (g)

DATE OF TRANSFER: **30th May 1980**
We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
Note (h)

Signed in my presence by the Transferor who is personally known to me

[Signature]
Signature of Witness
GARRY JAMES BARNSELY

Name of Witness (BLOCK LETTERS)
387 BONG BONG STREET, BOWRAL, N. S. W.
Address and occupation of Witness
SOLICITOR

Note (h)

Signed in my presence by the Transferee who is personally known to me.

[Signature]
Signature of Witness
PETER JOHN FLEMING
Name of Witness (BLOCK LETTERS)
24 Wingemiller Street, Bowral
Address and occupation of Witness

[Signature]
Signature of Transferor
D. Sutherland
Signature of Transferee

TO BE COMPLETED BY LODGING PARTY
Notes (i) and (j)

LOGGED BY	LOCATION OF DOCUMENTS
H. M. ALLEN & SONS LAW STATIONERS 135 KING STREET, SYDNEY OX 437 SYDNEY Tel. 232-3652, 232-3554	CT <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> Here with _____ In RGO with _____ Produced by _____

OFFICE USE ONLY

Extra Fee	Checked by VJ63	REGISTERED 30-6-1980	ON	CV	R881997	D 30.6.1980 L.P.
-----------	--------------------	----------------------	----	----	---------	---------------------

H/S



RP 13A
1978

SCHEDULE THREE HEREBEFORE REFERRED TO

Notes (n) and (o)

The Transferor hereby covenants with the transferee his executors, administrators and assigns (other than purchasers on sale) that no fence shall be erected on the land hereby transferred to divide it from adjoining land without the consent of the transferor his successors and assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the transferor his successors and assigns other than purchasers on sale and in favour of any person dealing with the transferees or their assigns such consent shall be deemed to have been given in respect of every fence for the time being erected and for the purposes of Section 88 of the Conveyancing Act 1919 as amended it is hereby agreed and declared:

- covenant
1. The land to which the above/land is appurtenant is Lots 295 and 297 in Deposited Plan 15995.
 2. The land to which the above covenant is intended to be appurtenant is the land hereby transferred.
 3. The above covenant may be released varied or modified by the owner or owners for the time being of Lots 295 and 297 in Deposited Plan 15995.

D. Austerland
X D. Austerland

J. Bursley
J. Bursley

PLAN FORM 2
 SIGNATURE AND SEALS ONLY



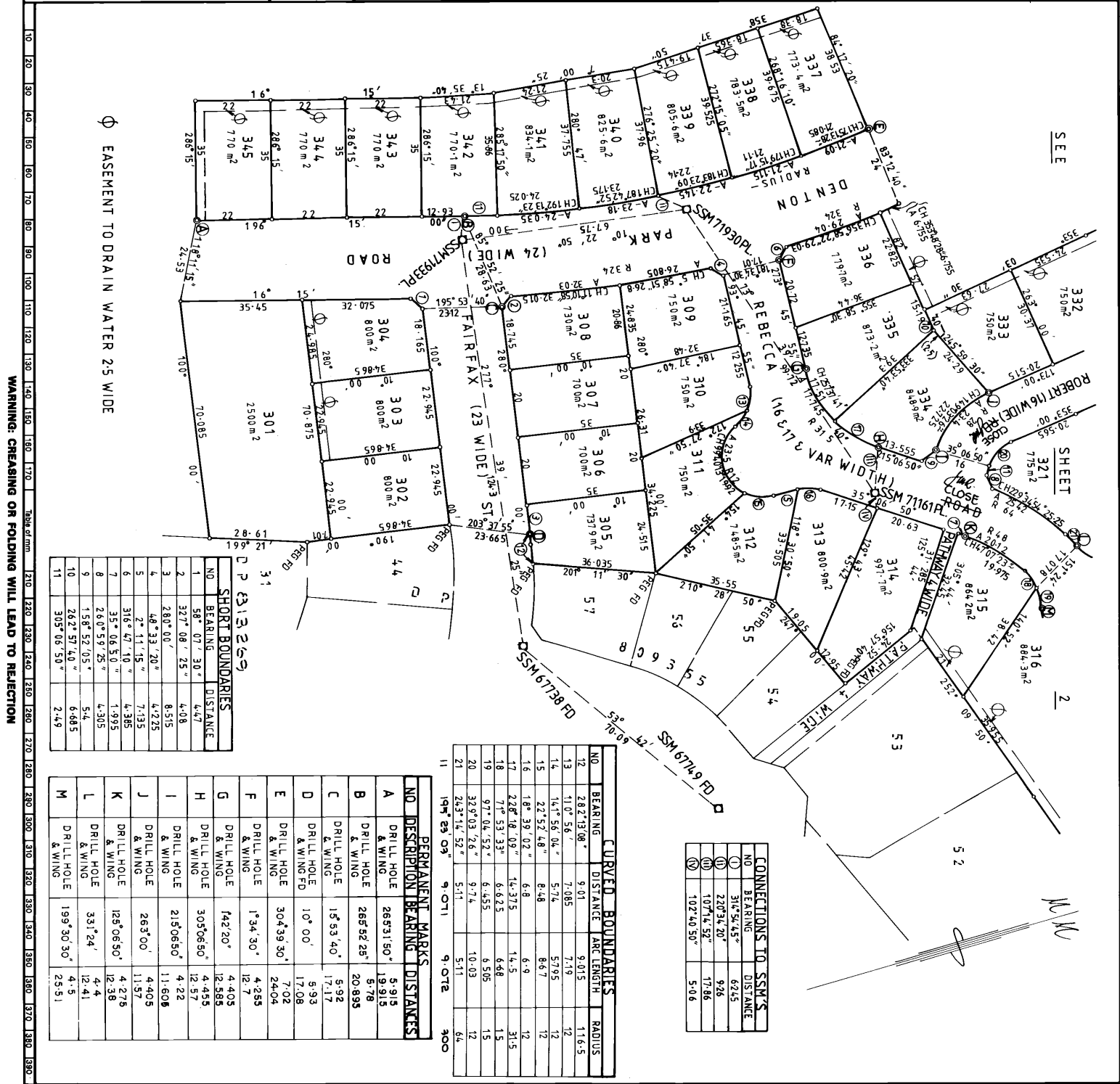
Director
 S.A. CARROLL
 PLANNING
 P. WALL
 SECRETARY



Crown Lands Office Approval
 PLAN APPROVED: *Authorized Officer*
 Land District: *Orange*
 Paper No.: *813269*
 Field Book: *813269*
 Council Clerk's Certificate

1/ newly certified map -
 for the requirements of the Land Management Act, 1919 other than
 for the requirements for the registration of plans, and
 *10/ the requirements of section 246 of the 1st Amendment -
 Government of New South Wales Act, 1958, as amended
 have been complied with by this applicant in relation to the
 proposed subdivision.
 Subdivision No. 91153 /
 Date: 24. 11. 92
 Council Clerk
 General File No. 1319153
 *This part of certificate to be entered where the application is only for a
 subdivision which is wholly outside the areas of operation of the Metropolitan
 Water Sewerage and Drainage Board and the Hunter District Water
 Board, where applicable.

SIEMENS REFERENCE: 813269



WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Plan Drawing only to appear in this space

OFFICE USE ONLY

DP 817435
 Registered: 20/11/1992
 CA: N91153 OF 24.4.1992
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: U4572-21*
 Last Plan: OP813269

PLAN
 OF SUBDIVISION OF
 LOT 40 DP 813269
 Lengths are in metres. Reduction Ratio 1:800

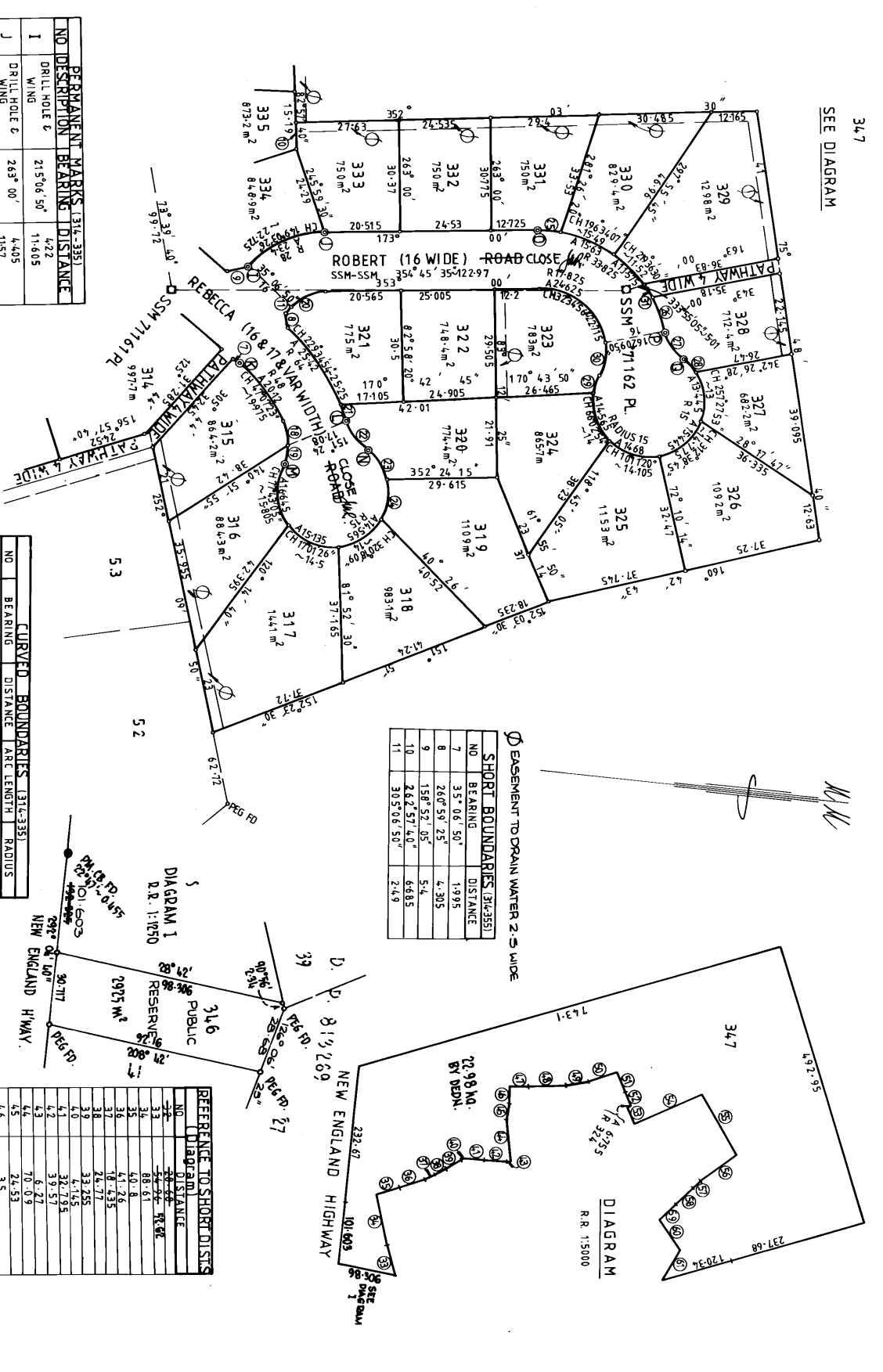
Maitland
 CHY
 Locality: RUTHERFORD
 Parish: GOSFORTH
 County: NORTHUMBERLAND

This is sheet 1 of my plan in 2 sheets.
 JOHN MICHAEL RENNIE
 of J. J. ELGIN, ST. MAITLAND, 2320.
 I, a surveyor, registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan
 is accurate and that the boundaries are correctly shown.
 I, J. M. RENNIE, 1992
 Signature: *John Michael Rennie*
 Date: 24.11.92
 District: Orange
 District of Survey: 813269
 Minister's date of approval: 24.11.92

Plans used in preparation of survey/completion.
 DP 809355 DP 2881
 DP 809354
 DP 813269

NOTE: FOR USE ONLY for statements of intention to
 dedicate public roads, to create public reserves, drainage
 reserves, easements, restrictions on the use of land or
 positive covenants.
 IT IS INTENDED TO DEDICATE
 EXTENSION OF FAIRFAX STREET
 REBECCA ROAD ROBERT WIDE
 PATHWAYS & WIDE TO THE
 PUBLIC AS PUBLIC ROADS
 AND A PUBLIC PARK ROAD
 IT IS INTENDED TO DEDICATE LOT
 346 TO THE PUBLIC AS PUBLIC
 RESERVE

PURSUANT TO SECTION 88B OF THE
 CONVEYANCING ACT 1919 AS
 AMENDED IT IS INTENDED TO
 C. RELATE
 1. RESTRICTION TO OWN, WRITE, OR SUE
 2. RESTRICTION ON THE USE OF LAND
 3. RESTRICTION ON THE USE OF LAND
 4. RESTRICTION ON THE USE OF LAND
 5. RESTRICTION ON THE USE OF LAND
 6. RESTRICTION ON THE USE OF LAND



NO	DESCRIPTION	BEARING	DISTANCE
I	DRILL HOLE & WING	215°06'50"	4.422
J	DRILL HOLE & WING	263°00'	4.405
K	DRILL HOLE & WING	125°06'50"	4.275
L	DRILL HOLE & WING	301°24'	4.395
M	DRILL HOLE & WING	199°30'30"	4.5
N	DRILL HOLE & WING	300°40'25"	4.485
O	DRILL HOLE & WING	263°00'	4.455
P	DRILL HOLE & WING	342°09'50"	4.54
Q	DRILL HOLE & WING	301°00'50"	4.5

NO	BEARING	DISTANCE	ARC LENGTH	RADIUS
18	71°53'33"	6.625	6.68	15
19	97°04'52"	6.455	6.505	15
20	32°03'26"	9.74	10.03	12
21	247°14'52"	5.11	5.11	6.4
22	228°06'16"	8.985	9.125	15
23	230°04'08"	9.96	10.155	15
24	270°58'27"	1.1	1.1245	1.5
25	178°09'51"	6.09	6.1	33.825
26	244°23'42"	9.145	9.175	33.825
27	231°35'20"	5.41	5.44	15
28	221°24'01"	5.41	5.44	15
29	103°35'22"	5.065	5.09	15
30	92°44'20"	9.375	9.54	13.34
31	233°01'06"	4.235	4.26	33.825

NO	BEARING	DISTANCE
7	35°06'50"	4.995
8	260°59'25"	4.305
9	158°52'05"	6.885
10	262°57'40"	6.885
11	305°08'50"	2.49

NO	DIAGRAM	DISTANCE
1	20.00	20.00
2	20.00	20.00
3	20.00	20.00
4	20.00	20.00
5	20.00	20.00
6	20.00	20.00
7	20.00	20.00
8	20.00	20.00
9	20.00	20.00
10	20.00	20.00
11	20.00	20.00
12	20.00	20.00
13	20.00	20.00
14	20.00	20.00
15	20.00	20.00
16	20.00	20.00
17	20.00	20.00
18	20.00	20.00
19	20.00	20.00
20	20.00	20.00
21	20.00	20.00
22	20.00	20.00
23	20.00	20.00
24	20.00	20.00
25	20.00	20.00
26	20.00	20.00
27	20.00	20.00
28	20.00	20.00
29	20.00	20.00
30	20.00	20.00
31	20.00	20.00

Plan Drawing only to appear in this space

Registered DP 817435
 This is sheet 2 of my plan in 2 sheets covered by my Certificate No. 10519191193 dated 7 MARCH 1992
 Surveyor registered under Surveyors Act 1929
 This is sheet 2 of my plan in 2 sheets covered by my Certificate No. 10519191193 dated 7 MARCH 1992
 Fee Use where space is insufficient in any panel on Plan Form 2
 Reduction Ratio: 1:800
 SURVEYOR'S REFERENCE: 81/7435

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 1 of 13 Sheets

PART 1

PLAN **DP817435**

Subdivision of Lot 40 DP813269 covered by Council Clerk's Certificate No.91153 of 1992.

Full name and address of the proprietor of the land

ANAMBAH HOMES PTY LIMITED A.C.N. 002
404 560 C/- Parry Carroll Kanjian,
solicitors, 15th Floor, 111 Elizabeth
Street, Sydney.

Full name and address of Mortgagee of the Land

MAITLAND MUTUAL BUILDING SOCIETY LIMITED
of 417 High Street, Maitland 2320

1. Identity of easement firstly referred to in the abovementioned plan

Easement to drain water 2.5 wide

Schedule of Lots etc. affected

Lots Burdened

317
316
315
328
329
330
331
332
333
347
323
337
338
339
340
341
342
343
344
345
303
304

Lots Benefited

347
317, 347
316, 317, 347
327
327, 328
327 - 329 incl.
327 - 330 incl.
327 - 331 incl.
327 - 332 incl. and 334
327 - 336 incl.
324
347
337 and 347
337, 338 and 347
337 - 339 incl. and 347
337 - 340 incl. and 347
337 - 341 incl. and 347
337 - 342 incl. and 347
337 - 343 incl. and 347
337 - 344 incl. and 347
302
302, 303

P. Beauall

M. Adams

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 2 of 13 Sheets

PLAN

DP817435

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
of 1992.

2. Identity of restriction
secondly referred to in the
abovementioned plan

Restrictions on the use of land

Schedule of Lots etc. affected

Lots Burdened

Lots Benefited

Every Lot except Lot 301 & 337-347
inclusive

Every other Lot except 301 and 337-347
inclusive

3. Identity of restriction
thirdly referred to in the
abovementioned plan

Restrictions on the use of land

Schedule of Lots etc. affected

Lot Burdened

Lots benefited

301

Every other Lot except 346 and 347

4. Identity of restriction
fourthly referred to in the
abovementioned plan

Restrictions on the use of land

Schedule of Lots etc. affected

Lots Burdened

Lots Benefited

Lots 338 - 345 inclusive

Every other Lot except 346 and 347

5. Identity of restriction
fifthly referred to in the
abovementioned plan

Restrictions on the use of land

Schedule of Lots etc. affected

Lots Burdened

Lots Benefited

Lot 337

Every other Lot except 346 and 347

P. Barwell

M. Patterson

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 3 of 13 Sheets

PLAN

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
of 1992.


DP817435

PART 2

2. Terms of restrictions on the use of land secondly referred to in the abovementioned plan
- (a) No main building shall be erected on each lot burdened other than with external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or asbestos cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber shall not be used in external walls except in conjunction with all or any of the abovementioned materials and the proportion shall not exceed 35% of the total area of the external walls. Asbestos cement shall not be used in external walls except in gable ends and in the case of a two storey building in the walls of the upper storey where the proportion shall not exceed 50% of the total area of the external walls.
 - (b) No main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 110 square metres exclusive of car accommodation, external landings and patios.
 - (c) No more than one main building shall be erected on each lot burdened and such building shall not be used or be permitted to be used other than as a private dwelling.
 - (d) No building shall be erected on each lot burdened having a roof of asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Anambah Homes Pty Limited (hereinafter called "Anambah"). The provisions of this clause shall not apply to a roof constructed of the product known as "colorbond".
 - (e) No building shall be erected on each lot burdened having a roof of corrugated iron other than a roof constructed of the product known as "Colorbond".
 - (f) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
 - (g) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.

P. Barall

M. Paterson

REGISTERED  4/6/92

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 4 of 13 Sheets

PLAN

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
of 1992.

DP817435

- (h) No more than one single dwelling shall be erected on any lot burdened and for this purpose "dwelling" shall not include a building designed for the separate occupation of more than one family unit.
- (i) No fence shall, without the prior written consent of Anambah, be erected or permitted to remain on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then a fence may be erected along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick of the same style, texture and colour as is used in the construction of the dwelling erected on each such lot and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.
- (j) No paling fence shall be erected or permitted to remain on any lot burdened other than a paling fence of at least 1.5 metres in height.
- (k) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Anambah without the consent of Anambah but such consent shall not be withheld if such fence is erected without expense to Anambah provided that this Restriction shall remain in force only during such time as Anambah is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
- (l) No privy shall be erected or permitted to remain on any lot burdened in a conspicuous place or position and no privy shall be located so as to be visible from a road or from other lots in the subdivision without being screened.
- (m) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of Anambah and Anambah shall have the right to remove any such advertising hoarding sign or matter without notice.
- (n) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be excavated or appear or remain in an excavated or quarried state.
- (o) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.
- (p) No run off water from any building impervious surface or other material

P. Barwell

M. B. Barwell

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 5 of 13 Sheets

PLAN

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
of 1992.

DP817435

or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the plan of subdivision creating the said lot.

- (q) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- (r) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (s) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened, no motor truck, lorry or semi-trailer with a load carrying capacity exceeding one (1) tonne shall be parked or permitted to remain on any lot burdened.

Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

The person having the right to release, vary or modify these restrictions is Anambah, for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan whichever is the later, and thereafter the Registered Proprietors of all lots directly adjoining the lot burdened.

3. Terms of restrictions on the Use of Land thirdly referred to in the abovementioned plan:

- (a) No main building shall be erected on the lot burdened other than with external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or asbestos cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber shall not be used in external walls except in conjunction with all or any of the abovementioned materials and the proportion shall not exceed 35% of the total area of the external walls. Asbestos cement shall not be used in external walls except in gable ends and in the case of a two storey building in the walls of the upper storey where the proportion shall not exceed 50% of the total area of the external walls.
- (b) No main building shall be erected or be permitted to remain erected on the lot burdened of more than one level and no main building shall be erected or be permitted to remain erected on the lot burdened containing

P. Bauall

M. Alexander

REGISTERED 4/11/92

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 6 of 13 Sheets

PLAN **DP817435**

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
of 1992.

home units and/or townhouses unless each such home unit or townhouse has a minimum total floor area of 70 square metres exclusive of car accommodation, external landings and patios.

- (c) No building shall be erected on the lot burdened having a roof of asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Anambah Homes Pty Limited (hereinafter called "Anambah"). The provisions of this clause shall not apply to a roof constructed of the product known as "colorbond".
- (d) No building shall be erected on the lot burdened having a roof of corrugated iron other than a roof constructed of the product known as "Colorbond".
- (e) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (f) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.
- (g) No fence shall, without the prior written consent of Anambah, be erected or permitted to remain on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then a fence may be erected along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick of the same style, texture and colour as is used in the construction of the dwelling erected on the such lot and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.
- (h) No paling fence shall be erected or permitted to remain on any lot burdened other than a paling fence of at least 1.5 metres in height.
- (i) No fence shall be erected on the lot burdened to divide it from any adjoining land owned by Anambah without the consent of Anambah but such consent shall not be withheld if such fence is erected without expense to Anambah provided that this Restriction shall remain in force only during such time as Anambah is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
- (j) No privy shall be erected or permitted to remain on any lot burdened in a

P. Barall

M. Paterson

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 7 of 13 Sheets

PLAN **DP817435**

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
of 1992.

conspicuous place or position and no privy shall be located so as to be visible from a road or from other lots in the subdivision without being screened.

- (k) No advertisement hoarding sign or matter of any description shall be erected or displayed on the lot burdened without the prior written consent of Anambah and Anambah shall have the right to remove any such advertising hoarding sign or matter without notice.
- (l) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be excavated or appear or remain in an excavated or quarried state.
- (m) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.
- (n) No run off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the plan of subdivision creating the said lot.
- (o) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- (p) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (q) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened, no motor truck, lorry or semi-trailer with a load carrying capacity exceeding one (1) tonne shall be parked or permitted to remain on any lot burdened.

Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

The person having the right to release, vary or modify these restrictions is Anambah, for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan whichever is the later, and thereafter the Registered Proprietors of all lots directly adjoining the lot burdened.

P. Oswald

M. Patterson

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 8 of 13 Sheets

PLAN **DP817435**

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
of 1992.

4. Terms of restrictions on the Use of Land fourthly referred to in the
abovementioned plan:
- (a) No main building shall be erected on the lot burdened other than with external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or asbestos cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber shall not be used in external walls except in conjunction with all or any of the abovementioned materials and the proportion shall not exceed 35% of the total area of the external walls. Asbestos cement shall not be used in external walls except in gable ends and in the case of a two storey building in the walls of the upper storey where the proportion shall not exceed 50% of the total area of the external walls.
 - (b) No main building shall be erected or be permitted to remain erected on the lot burdened of more than one level and no main building shall be erected or be permitted to remain erected on the lot burdened containing single storey duplex dwellings unless each such duplex has a minimum total floor area of 85 square metres exclusive of car accommodation, external landings and patios. No carport shall be erected or permitted to remain on any lot burdened.
 - (c) No building shall be erected on the lot burdened having a roof of asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Anambah Homes Pty Limited (hereinafter called "Anambah"). The provisions of this clause shall not apply to a roof constructed of the product known as "colorbond".
 - (d) No building shall be erected on the lot burdened having a roof of corrugated iron other than a roof constructed of the product known as "Colorbond".
 - (e) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
 - (f) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.
 - (g) No fence shall, without the prior written consent of Anambah, be erected or permitted to remain on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a

P. Barall

M. Peterson

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 9 of 13 Sheets

PLAN **DP817435**

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
of 1992.

frontage to more than one street, then a fence may be erected along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick of the same style, texture and colour as is used in the construction of the dwelling erected on the such lot and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.

- (h) No paling fence shall be erected or permitted to remain on any lot burdened other than a paling fence of at least 1.5 metres in height.
- (i) No fence shall be erected on the lot burdened to divide it from any adjoining land owned by Anambah without the consent of Anambah but such consent shall not be withheld if such fence is erected without expense to Anambah provided that this Restriction shall remain in force only during such time as Anambah is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
- (j) No privy shall be erected or permitted to remain on any lot burdened in a conspicuous place or position and no privy shall be located so as to be visible from a road or from other lots in the subdivision without being screened.
- (k) No advertisement hoarding sign or matter of any description shall be erected or displayed on the lot burdened without the prior written consent of Anambah and Anambah shall have the right to remove any such advertising hoarding sign or matter without notice.
- (l) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be excavated or appear or remain in an excavated or quarried state.
- (m) No trees shall be removed from any lot burdened without the prior written approval of the Maitland City Council.
- (n) No run off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the plan of subdivision creating the said lot.
- (o) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any lot burdened.

P. Bandh

M. Paterson

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 10 of 13 Sheets

PLAN **DP817435**

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
of 1992.

- (p) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (q) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened, no motor truck, lorry or semi-trailer with a load carrying capacity exceeding one (1) tonne shall be parked or permitted to remain on any lot burdened.

Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

The person having the right to release, vary or modify these restrictions is Anambah, for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan whichever is the later, and thereafter the Registered Proprietors of all lots directly adjoining the lot burdened.

5. Terms of restrictions on the use of land fifthly referred to in the abovementioned plan

- (a) No main building shall be erected on the lot burdened other than with external walls of brick, and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or asbestos cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls. Timber shall not be used in external walls except in conjunction with all or any of the abovementioned materials and the proportion shall not exceed 35% of the total area of the external walls. Asbestos cement shall not be used in external walls except in gable ends and in the case of a two storey building in the walls of the upper storey where the proportion shall not exceed 50% of the total area of the external walls.
- (b) No main building shall be erected or be permitted to remain erected on the lot burdened, having a total floor area of less than 110 square metres exclusive of car accommodation, external landings and patios.
- (c) No more than one main building shall be erected on the lot burdened and such building shall not be used or be permitted to be used other than as a private dwelling or a child day care Centre.
- (d) No building shall be erected on the lot burdened having a roof of asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Anambah Homes Pty Limited (hereinafter called "Anambah"). The provisions of this clause shall not apply to a roof constructed of the

P. Barwell

M. Patterson

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 11 of 13 Sheets

PLAN **DP817435**

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
of 1992.

product known as "colorbond".

- (e) No building shall be erected on the lot burdened having a roof of corrugated iron other than a roof constructed of the product known as "Colorbond".
- (f) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on the lot burdened.
- (g) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on the lot burdened.
- (h) No more than one single dwelling shall be erected on any lot burdened and for this purpose "dwelling" shall not include a building designed for the separate occupation of more than one family unit.
- (i) No fence shall, without the prior written consent of Anambah, be erected or permitted to remain on the lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then a fence may be erected along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick of the same style, texture and colour as is used in the construction of the dwelling erected on the lot and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.
- (j) No paling fence shall be erected or permitted to remain on any lot burdened other than a paling fence of at least 1.5 metres in height.
- (k) No fence shall be erected on the lot burdened to divide it from any adjoining land owned by Anambah without the consent of Anambah but such consent shall not be withheld if such fence is erected without expense to Anambah provided that this Restriction shall remain in force only during such time as Anambah is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
- (l) No privy shall be erected or permitted to remain on the lot burdened in a conspicuous place or position and no privy shall be located so as to be visible from a road or from other lots in the subdivision without being screened.

P. Barrell

[Signature]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 12 of 13 Sheets

PLAN **DP817435**

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
of 1992.

- (m) No advertisement hoarding sign or matter of any description shall be erected or displayed on the lot burdened without the prior written consent of Anambah and Anambah shall have the right to remove any such advertising hoarding sign or matter without notice.
- (n) No earth, stone, gravel or trees shall be removed or excavated from the lot burdened except where such removal or excavation is necessary for the erection of a building or structure. The lot burdened shall not be permitted to be excavated or appear or remain in an excavated or quarried state.
- (o) No trees shall be removed from the lot burdened without the prior written approval of the Maitland City Council.
- (p) No run off water from any building impervious surface or other material or structure laid or constructed on the lot burdened shall be permitted to run outside the boundaries of the lot except into or through the inter-allotment drainage system within the easement for drainage shown on the plan of subdivision creating the said lot.
- (q) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on the lot burdened.
- (r) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on the lot burdened.
- (s) With the exception of vehicles used in connection with the erection of a dwelling or child day care Centre on the lot burdened, no motor truck, lorry or semi-trailer with a load carrying capacity exceeding one (1) tonne shall be parked or permitted to remain on the lot burdened.

Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

The person having the right to release, vary or modify these restrictions is Anambah, for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan whichever is the later, and thereafter the Registered Proprietors of all lots directly adjoining the lot burdened.

THE COMMON SEAL of ANAMBAH HOMES PTY)
LIMITED A.C.N.002 404 560 was)
hereunto affixed by authority)
of the Board of Directors and)
in the presence of:)

.....
Director



[Signature]
.....
Secretary

SECRETARY

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 13 of 13 Sheets

PLAN *DP817435*

Subdivision of Lot 40 DP813269 covered
by Council Clerk's Certificate No.91153
of 1992.

THE COMMON SEAL of MAITLAND
MUTUAL BUILDING SOCIETY LIMITED
was hereunto affixed by authority
of the Board of Directors and
in the presence of:

)
)
)
)
)

A. W. May
.....
Director

M. Calderon
.....
Secretary
DIRECTOR



REGISTERED  *Ed. 4/6/1992*

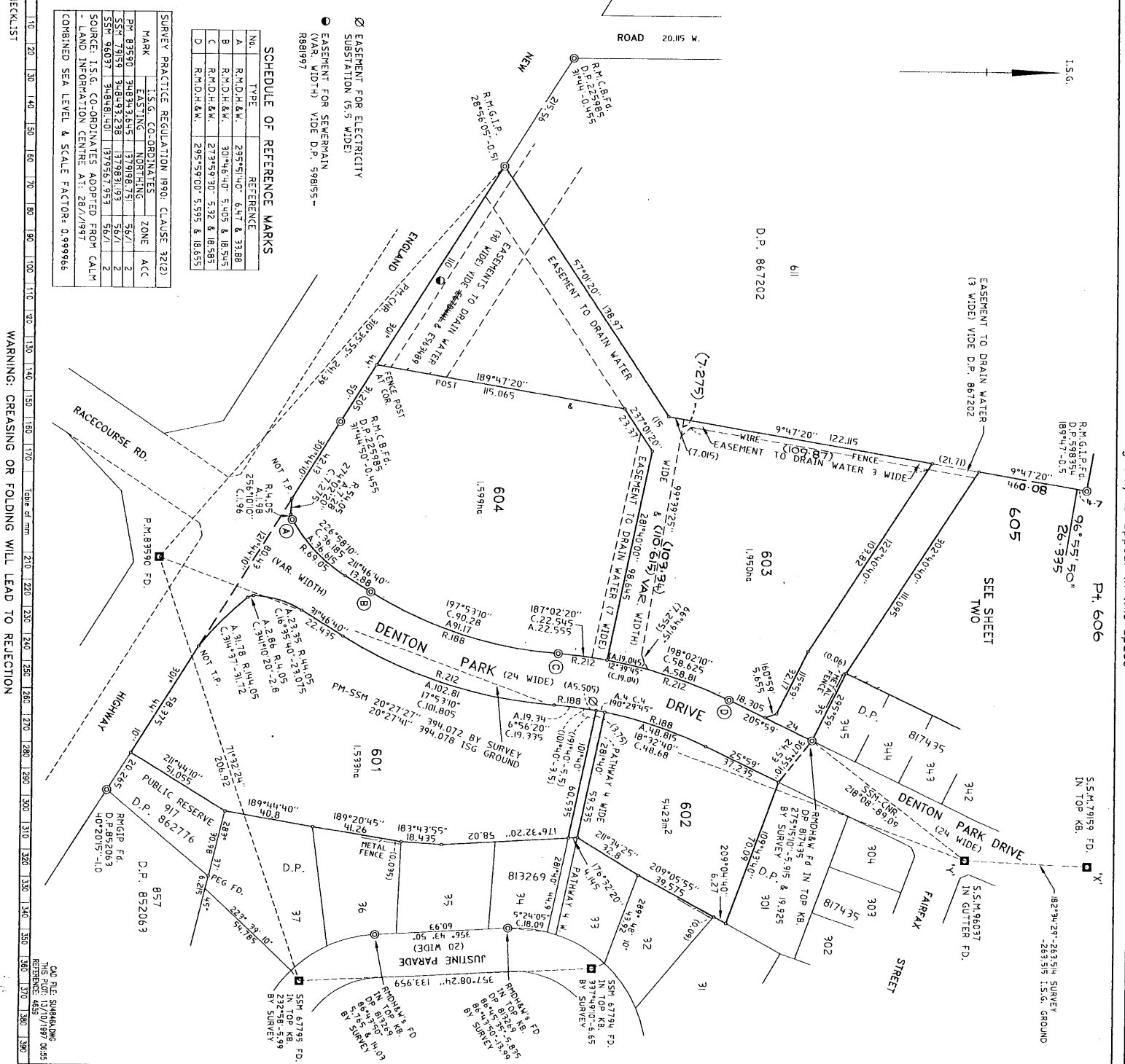
SIGNATURE AND SEALS ONLY

S.A. Condl
D. Utter
P. Ball
SECRETARIES



Director
Secretary

APPROVED
Crown Lands Office Approval
Council's Certificate
16/12/97
M. J. ...
S. J. ...



DP 874384
Registered: 16-1-1998
CA: 97280 OF 16-12-1997
The System: TORRENS
Purpose: SUBDIVISION
Ref. Map: U472-2 * U4780-8 *
Lot Plan: DP 867202
PLAN OF SUBDIVISION OF LOT 610 D.P. 867202
LGA: MATLAND
Suburb/Locality: RUTHERFORD
Parish: GOSFORTH
County: NORTHUMBERLAND
This is sheet 1 of my plan in 2 sheets
I, JOHN GEORGE NELSON, of JOHN B. NELSON PTY. LTD., a company registered under the Companies Act, 1928, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey (Financial) Regulations, 1990 and was completed on 10/22/1997.
The survey relates to:
Datum Line of Orientation: 'X', 'Y'
Zone: Statewide/Country (Spartan)
Plans used in preparation of survey/compilation:
D.P. 598155
D.P. 867202
D.P. 598354
D.P. 813269
D.P. 817435
D.P. 852063
D.P. 862776
Panel for use only for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.
IT IS INTENDED TO DEDICATE THE EXTENSION OF DENTON PARK DRIVE TO THE PUBLIC AS PUBLIC ROAD.
IT IS INTENDED TO DEDICATE THE PATHWAY 4 WIDE TO THE PUBLIC.
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO:
CREATE:
1. EASEMENT TO DRAIN WATER (7 WIDE)
2. EASEMENT TO DRAIN WATER (15 WIDE & VARIABLE)
3. EASEMENT TO DRAIN WATER (3 WIDE & VAR.)
4. EASEMENT FOR ELECTRICITY
5. SUBSTITUTION 5.5 WIDE
6. EASEMENT FOR TRUNK DRAINAGE (VAR. WIDTH)
7. RESTRICTION ON THE USE OF LAND RELEASE:
1. EASEMENT TO DRAIN WATER 30 WIDE (657944)

Req: R325478 / Doc: DP 184384 P / Rev: 21-Jan-1998 / NSW LRS / Pgs: ALL / Pgt: 46-Nov-2025 15:58 / Seq: 1 of 2

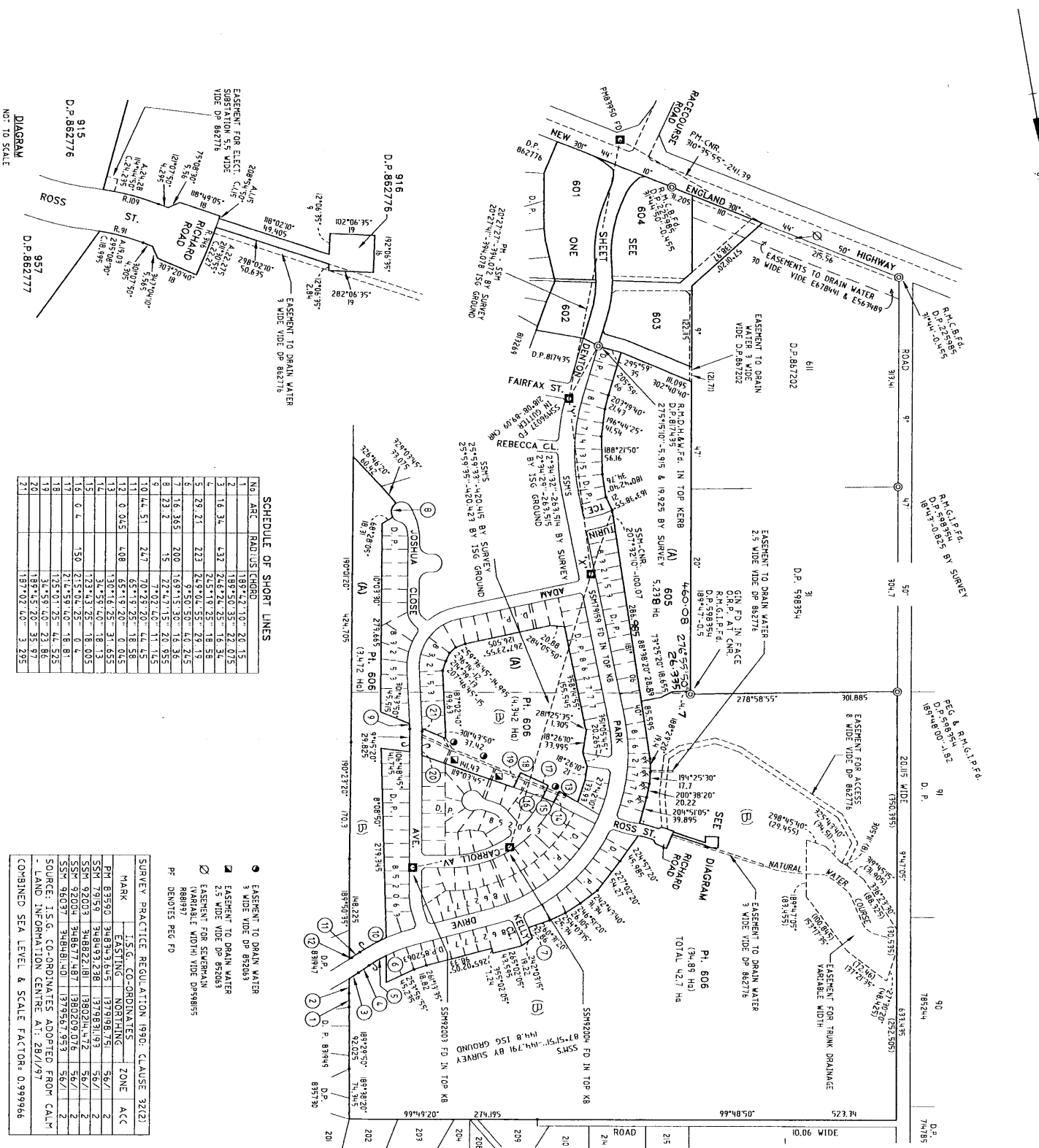
Office of the Registrar-General / Src: GlobalX / Ref: rseymour

UAVATOR'S REFERENCE: 31/4689-7

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

CAD FILE: SURVIEWS
THIS PLAN: 13/10/1997 06:55
REFERENCE: 4639

(A) BENEFITED BY EASEMENTS TO DRAIN WATER - E 663499 & DP 817497
 (B) BENEFITED BY EASEMENTS TO DRAIN WATER - DP 832153



SCHEDULE OF SHORT LINES

No.	ARC.	RAJUSIENROD
1	189.42	10° 20' 11.5
2	189.50	35° 22' 07.5
3	16.34	4.32
4	29.21	22.3
5	16.3651	200
6	22.2	15
7	1044.51	24.7
8	189.42	10° 20' 11.5
9	189.50	35° 22' 07.5
10	16.34	4.32
11	29.21	22.3
12	16.3651	200
13	22.2	15
14	1044.51	24.7
15	189.42	10° 20' 11.5
16	189.50	35° 22' 07.5
17	16.34	4.32
18	29.21	22.3
19	16.3651	200
20	22.2	15
21	1044.51	24.7

MARK	I.S.G. CO-ORDINATES	ZONE	ACC
PM 83590	348913.645	137998.751	56/1
PM 79159	348923.288	137998.193	56/1
SSM 92004	348822.181	138024.472	56/1
SSM 92004	348677.487	138029.076	56/1
SSM 96037	348461.401	137958.753	56/1

SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM CALM
 LAND INFORMATION CENTRE AT: 28/1/97
 COMBINED SEA LEVEL & SCALE FACTOR: 0.999966

Plan Drawing only to appear in this space

OFFICE USE ONLY
 DP 874884
 16-1-1998

Registered
 28/02/1997
 This is sheet 2 of my plan in 2 sheets
 dated 28/02/1997

Surveyor registered under Surveyors Act 1929
 This is sheet 2 of the plan of 2 sheets covered by my Certificate No. S415280 of

Authorised Person/General Clerk
 For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1: 4000
 ON FILE SURVEYING
 THIS PLAN: 13/10/1997 08:57
 REFERENCE: 446
 SURVEYORS REFERENCE: 31/4559-7

DP 874384

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

Lengths are in metres

Sheet 1 of 6 Sheets

PLAN:

Plan of Subdivision of Lot 610 DP 867202
covered by Council's Certificate
No. of 1997.

DP 874384

Full name and address of proprietor
of the land:

ANAMBAH HOMES PTY LIMITED
ACN 002 404 560
c/- Parry Carroll Kanjian
Solicitors
Level 23, MLC Centre
19 Martin Place
SYDNEY NSW 2000

Full name and address of mortgagee
of the land:

MAITLAND MUTUAL BUILDING
SOCIETY LIMITED
417 High Street
MAITLAND NSW 2320

PART 1

1. Identity of Easement Firstly referred to
in abovementioned plan: Easement to Drain Water 7 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Authority Benefited

604

Maitland City Council

2. Identity of Easement Secondly referred
to in abovementioned plan: Easement to Drain Water 15 wide and
variable

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Authority Benefited

603

Maitland City Council

S.A. Camber
Mark Shrew

P. Ballard W.T.H.

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

Lengths are in metres

Sheet 2 of 6 Sheets

PLAN:

Plan of Subdivision of Lot 610 DP 867202
covered by Council's Certificate
No. of 1997.

DP 874384

3. Identity of Easement Thirdly referred to in abovementioned plan: Easement to Drain Water 3 wide and variable

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Authority Benefited

603

Maitland City Council

4. Identity of Easement fourthly referred to in abovementioned plan: Easement for Electricity Substation 5.5 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Authority Benefited

601

Energy Australia

5. Identity of Easement fifthly referred to in abovementioned plan: Easement for Trunk Drainage variable width

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Authority Benefited

606

Maitland City Council

S.D. Camm
Mark Shiew

P. Broull

W. J. W.

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

Lengths are in metres

Sheet 3 of 6 Sheets

PLAN:

Plan of Subdivision of Lot 610 DP 867202
covered by Council's Certificate
No. of 1997.

DP 874384

6. Identity of Restriction sixthly referred to in abovementioned plan: Restriction on the Use of Land

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Authority Benefited

Each Lot except 605 and 606,

Every other Lot except 605 and 606,

PART 1A

1. Identity of Easement to be released firstly referred to in the plan: Easement to Drain Water 30 wide (E678441)

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Authority Benefited

603

Maitland City Council

S.R. Carrick *P. Howell* *City*
Mark Ireland

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

Lengths are in metres

Sheet 4 of 6 Sheets

PLAN:

Plan of Subdivision of Lot 610 DP 867202
covered by Council's Certificate
No. of 1997.

DP 874384

PART 2

4. Terms of Easement for Electricity Substation 5.5 wide fourthly referred to in the abovementioned plan:

Reserving to and in favour of Energy Australia for the purpose of enabling the supply of electricity full right and liberty:

- (a) to install and maintain a padmount substation and to lay and maintain cables and connections on or beneath the surface of that part of the land delineated in the plan and therein referred to as "Easement for Electricity Substation 5.5 wide".
- (b) for the purpose aforesaid for the said Energy Australia and or by its authorised servants from time to time and at all reasonable times to enter into and upon the said land to pass and re-pass over the same for all purposes whatsoever connected with the rights created in Paragraph (a) hereof.

5. Terms of Easement for Trunk Drainage fifthly referred to in the abovementioned plan:

Full and free right, leave, liberty and licence for Maitland City Council, its successors and assigns, its and their officers, servants, agents, workmen and contractors and all other persons authorised by it or them, from time to time and at all times to store water and to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as a servient tenement, together with the right to use, for the purposes of the Easement, any stormwater detention basins, outlet control structures, trash racks, erosion control structures and any line of pipes already constructed or laid within the servient tenement for the purpose of storing water and draining water or any basins, outlet control structures, trash racks, erosion control structures, pipe or pipes in replacement or in substitution thereof and where no such basins, outlet control structures, trash racks, erosion control structures or any line of pipes exists, to construct, lay, place and maintain such structures or pipes of sufficient size and dimensions beneath or upon the surface of the servient tenement, and together with the right for the grantee, its successors and assigns, and every person authorised by it or them, with any tools, implements, or machinery, necessary for the

Sr Carroll
Mark Shrew

Phauall [Signature]

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

Lengths are in metres

Sheet 5 of 6 Sheets

PLAN:

DP 874384

Plan of Subdivision of Lot 610 DP 867202
covered by Council's Certificate
No. of 1997.

purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of constructing, laying, inspecting, cleansing, repairing, maintaining, or renewing such stormwater detention basins, outlet control structures, trash racks, erosion control structures or pipelines or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee, his successors and assigns, and every person authorised by it or them will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

6 Terms of the Restriction on the Use of Land sixthly referred to in the abovementioned plan:

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Anambah Homes Pty Limited (Anambah) without the consent of Anambah but such consent shall not be withheld if such fence is erected without expense to Anambah provided that this restriction shall remain in force only during such time as Anambah is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.

The person having the right to release, vary or modify these restrictions is Anambah, for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan whichever is the later, and thereafter the Registered Proprietors of all lots directly adjoining the lot burdened.

S.R. Lamm

Pb small

[Signature]

Mark Dhlaw

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

Lengths are in metres

Sheet 6 of 6 Sheets

PLAN:

Plan of Subdivision of Lot 610 DP 867202
covered by Council's Certificate
No. of 1997.

DP 874384

THE COMMON SEAL of ANAMBAH
HOMES PTY LIMITED was hereunto)
affixed by authority of the Board of Directors,)
Directors and in the presence of:)



S.A. Carroll

Director

P. Carroll
Secretary

Signed by me *Mark Dulew*)
as Authorised Officer of Maitland City Council)
being the dominant tenement of the Easement)
to be released)

THE COMMON SEAL of MAITLAND MUTUAL BUILDING
SOCIETY LIMITED was hereunto affixed by
authority of the Board in the presence of:

[Signature]
Secretary

[Signature]
Director

RECEIVED

16-1-1998

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

Lengths are in metres

Sheet 1 of 3 Sheets

Plan:

DP 867202

Plan of Subdivision of Lot 30 DP 598354 and
Lot 918 DP 862776 covered by Council Clerk's
Certificate No. 961471 of 1997.

PART 1

Full name and address of the proprietors
of the land:-

GEOFFREY ERIC SAXBY, KAY ANNE
SAXBY, KENNETH WILLIAM JOHN
SAXBY, KARENNE DIANE SAXBY, all of
RMB 30, New England Highway
Rutherford and
ANAMBAH HOMES PTY LIMITED
ACN 002 404 560
C/- Parry Carroll Kanjian
Solicitors
Level 23, MLC Centre
19 Martin Place
SYDNEY NSW 2000

Full name and address of Mortgagee of
the land in Folio Identifier 918/862776:

MAITLAND MUTUAL BUILDING
SOCIETY LIMITED
417 High Street
MAITLAND NSW 2320

1. Identity of easement firstly
referred to in the
abovementioned plan:

Easement to drain water 3 wide

Schedule of Lots etc. affected

Lots Burdened

611

Lots Benefited

610, and
MAITLAND CITY COUNCIL

P. C. Small

SAC/410361.SAM...30/01

S. A. Carr

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

Lengths are in metres

Sheet 2 of 3 Sheets

Plan: D.P. 0867202

Plan of Subdivision of Lot 30 DP 598354 and
Lot 918 DP 862776 covered by Council Clerk's
Certificate No. 961471 of 1997.

PART 2

Signed sealed and delivered by the
said GEOFFREY ERIC SAXBY
in the presence of:

G. E. Saxby

[Signature]

Signed sealed and delivered by the
said KAY ANNE SAXBY
in the presence of:

K. A. Saxby

[Signature]

Signed sealed and delivered by the
said KAY ANNE SAXBY
in the presence of:

K. A. Saxby

[Signature]

Signed sealed and delivered by the
said KENNETH WILLIAM JOHN SAXBY
in the presence of:

K. W. J. Saxby

[Signature]

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

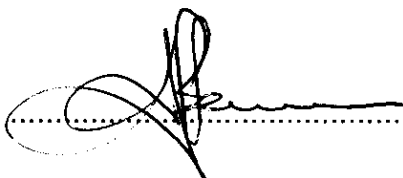
Lengths are in metres

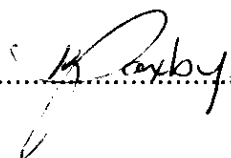
Sheet 3 of 3 Sheets

Plan: D.P. 867202

Plan of Subdivision of Lot 30 DP 598354 and
Lot 918 DP 862776 covered by Council Clerk's
Certificate No. 961471 of 1997.


Signed sealed and delivered by the
said KARENNE DIANE SAXBY
in the presence of:


.....


.....

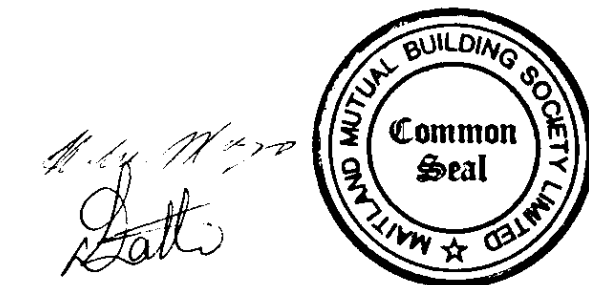
THE COMMON SEAL ANAMBAH HOMES)
PTY LIMITED was hereunto affixed by)
authority of the Board of Directors)
and in the presence of:)





.....
Director


.....
Secretary

THE COMMON SEAL of MAITLAND)
MUTUAL BUILDING SOCIETY LIMITED)
was hereunto affixed by authority of the)
Board of Directors and in the presence of:)




.....
Director

.....
Secretary





Form: 01TG
Release: 2.1
www.lands.nsw.gov.au

TRANSFER GRANTING EASEMENT

New South Wales
Real Property Act 1900

AD578396R

PLAN FEE RAISED

RELOADED
11:30 DEC 2005
TIME: 2pm

PRIVATE 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.

Servient Tenement 603/874384	Dominant Tenement An easement in gross pursuant to s.88A of the Conveyancing Act 1919
---------------------------------	--

(B) LODGED BY

Document Collection Box 562 D	Name, Address or DX, Telephone and LLPN if any YAGOONA NSW 2199 PH: (02) 9754 1590 FAX: (02) 9754 1364 Reference: BP: PLC: 07 3277	123411P	CODE TG
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(C) TRANSFEROR

THOMAS PAUL CONSTRUCTIONS PTY LIMITED
ABN 87 003 276 131

(D)

The transferor acknowledges receipt of the consideration of \$ 1.00 and transfers and grants—

(E) DESCRIPTION OF EASEMENT

AN EASEMENT FOR ELECTRICITY AND OTHER PURPOSES MORE PARTICULARLY DESCRIBED IN ANNEXURE "A"

out of the servient tenement and appurtenant to the dominant tenement.

(F)

Encumbrances (if applicable):

(G) TRANSFEREE

ENERGYAUSTRALIA
ABN 67 505 337 385

DATE

(H)

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

Corporation: Thomas Paul Constructions Pty Limited
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]*
Name of authorised person: THOMAS PAUL HUGHES
Office held: SOLE DIRECTOR / SECRETARY

Signature of authorised person:
Name of authorised person:
Office held:

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.

Signature of witness: *[Signature]*
Name of witness: BRIDGET ANNE THOMPSON
Address of witness: 570 George Street SYDNEY NSW 2000

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 attorney: *[Signature]*
Attorney's name: KATHERINE M GUNTON
Signing on behalf of: EnergyAustralia
Power of attorney-Book: 4528
-No.: 401

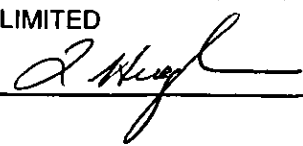
CAVEATOR CONSENTED

CT PROD BY
48T ON 20/11/07

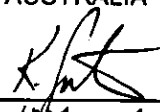
**THIS IS ANNEXURE "A" REFERRED TO IN THE TRANSFER GRANTING
EASEMENT BETWEEN THOMAS PAUL CONSTRUCTIONS PTY LIMITED
AS TRANSFEROR AND ENERGIAUSTRALIA AS TRANSFEREE
DATED:**

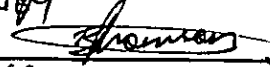
An EASEMENT FOR ELECTRICITY AND OTHER PURPOSES affecting that part of the servient tenement shown as "EASEMENT FOR SUBSTATION WITHIN LOT 603 DP 874384 DENTON PARK DRIVE, RUTHERFORD" on the plan annexed and marked "B" on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum; and

SIGNED FOR AND ON BEHALF OF
THOMAS PAUL CONSTRUCTIONS PTY
LIMITED



SIGNED FOR AND ON BEHALF OF
ENERGIAUSTRALIA



ATTORNEY


WITNESS

" B "

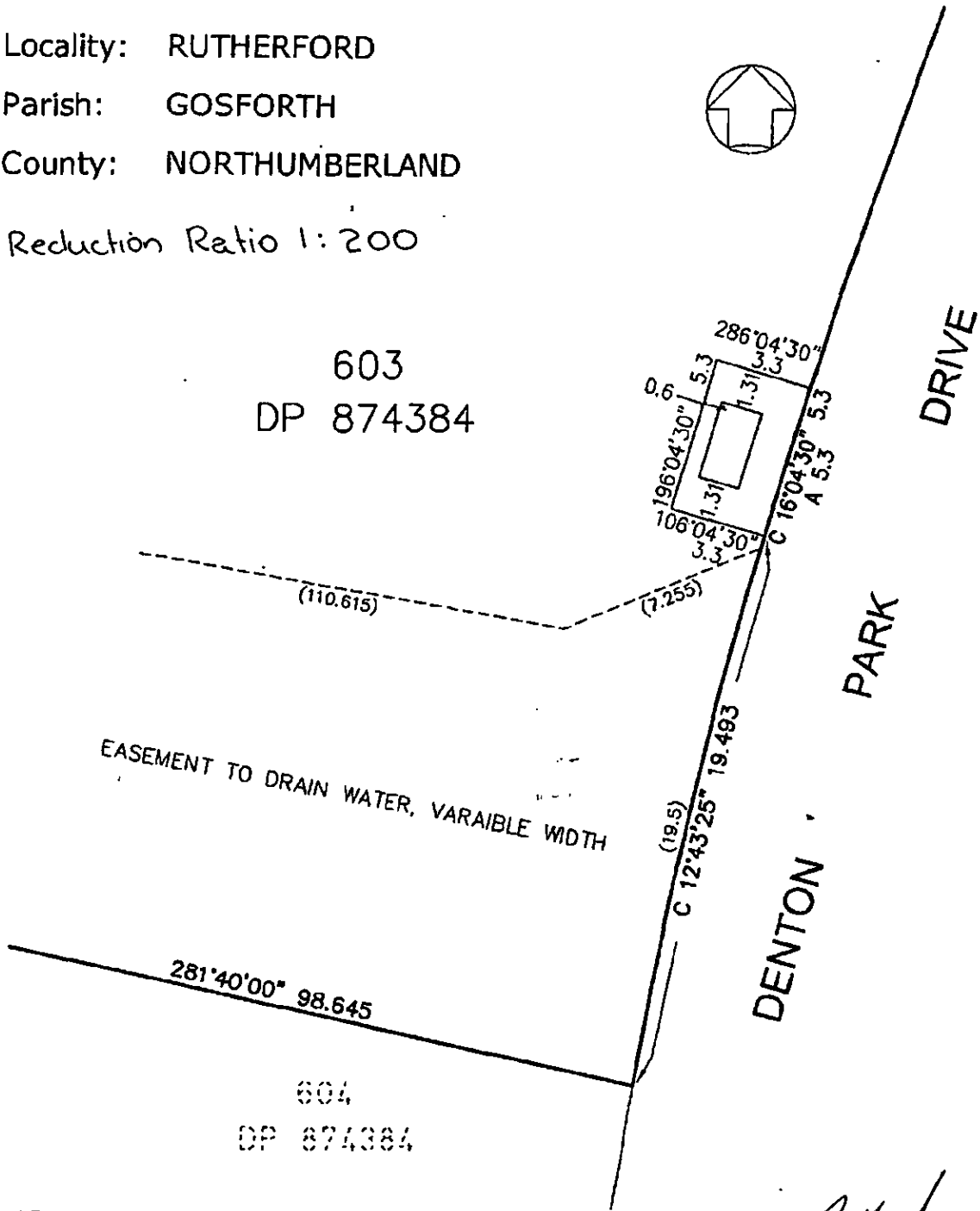
PLAN OF EASEMENT FOR SUBSTATION WITHIN LOT 603 DP 874384
DENTON PARK DRIVE, RUTHERFORD

L.G.A.: MAITLAND
Locality: RUTHERFORD
Parish: GOSFORTH
County: NORTHUMBERLAND

Reduction Ratio 1:200

603
DP 874384

604
DP 874384



EASEMENT TO DRAIN WATER, VARIABLE WIDTH

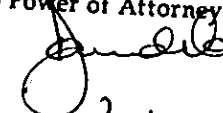
I, GEOFFREY ALLAN GOLLEDGE
of PO BOX 132 MAITLAND NSW 2320
a surveyor registered under the Surveying Act 2002,
hereby certify that the survey represented in this plan
is accurate.

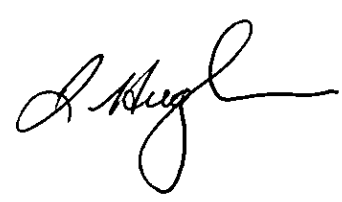
[Signature]
REGISTERED SURVEYOR
Dated: 13th July 2007 Ref: 537.06

[Signature]
SIGNED FOR AND ON
BEHALF OF ENERGY AUSTRALIA

WITNESS *[Signature]* ATTORNEY *[Signature]*

Amended by Norm Taylor 13 Dec 07

Dated at Newcastle this 10th Day of October 2007
Executed by Australia and New Zealand Banking Group
Limited (ACN 005 357 522)
signed by its Attorney DAVID JOHN WAT
who certifies that he is Manager Property & Construction
Finance pursuant to Power of Attorney Registered
No. 564 Book 4388

Signed in the presence of Kol
(Signature)
KATHRYN MARGARET COLAN
(Print Name)
BANK OFFICER
(Title)



Bartier Perry

Our Ref: PLC:073277

21 January 2008

Level 18 133 Castlereagh Street
PO Box 2631 Sydney
NSW 2001 Australia
DX 109 Sydney
Tel 61 2 8281 7800
Fax 61 2 8281 7838
www.bartier.com.au
Bartier Perry Pty Limited
ABN 30 124 690 053

The Registrar General
Land and Property Information NSW
Queens Square
SYDNEY NSW 2000

Dear Registrar General

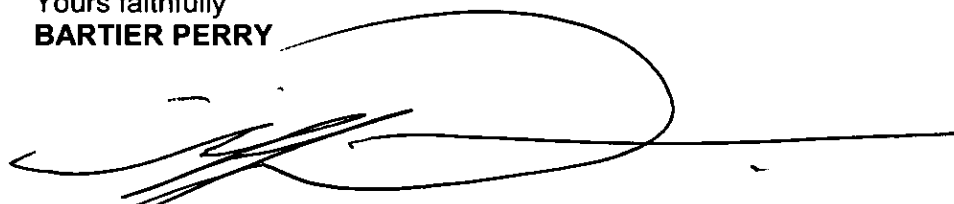
**ENERGYAUSTRALIA'S ACQUISITION OF EASEMENTS FROM THOMAS PAUL
CONSTRUCTIONS PTY LIMITED FOR SUBSTATION AT LOT 603 DENTON PARK DRIVE
RUTHERFORD**

We act for EnergyAustralia and on its behalf lodged Caveat AD359521 at Land and Property Information NSW to protect EnergyAustralia's interest under an agreement to create easement.

We are instructed to consent to registration of the Transfer Granting Easement between Thomas Paul Constructions Pty Limited as Transferor and EnergyAustralia as Transferee. Upon the registration of the Transfer Granting Easement, Caveat AD~~162537~~ should be removed.
359521

If you require any additional information, please let us know.

Yours faithfully
BARTIER PERRY



Clifford To
Solicitor
Direct Line 8281 7937
cto@bartier.com.au
enc

Copy to: Jenny Pritchard – EnergyAustralia (2007/9906)

5

SOX5

Lodger Details

Lodger Code 502740G
Name GRACE LAWYERS PTY LIMITED
Address L 12, 160 SUSSEX ST
SYDNEY 2000
Lodger Box 1W
Email GUY.BARKER@GRACELAWYERS.COM.AU
Reference 222371

Land Registry Document Identification

AT21339

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/SP79824	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP79824
Other legal entity

Meeting Date

01/02/2023

Repealed by-law No.

Details NOT APPLICABLE

Amended by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY-LAW 1 & 2

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP79824

Signer Name ANN ZHENG

Signer Organisation GRACE LAWYERS PTY LIMITED

Signer Role PRACTITIONER CERTIFIER

Execution Date 20/04/2023

Form: 15CH
Release: 2.1

**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/SP79824	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any GRACE LAWYERS PO Box Q112, QVB, NSW1230 TEL NO.: 9284 2700 Reference: 222371
		CODE CH

- (C) The Owners-Strata Plan No. 79824 certify that a special resolution was passed on 1/2/2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. SPECIAL BY-LAW 1 & 2
 Amended by-law No. NOT APPLICABLE
 as fully set out below:

SEE ANNEXURE "A" ATTACHED HERETO.

- (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. 79824 was affixed on 28 March 23 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: *[Handwritten Signature]*
 Name: CASEY BUCHHORN
 Authority: STRATA MANAGER

Signature: _____
 Name: _____
 Authority: _____



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

“A”

STRATA PLAN NO 79824

BY-LAWS



Grace Lawyers - NSW

Level 12, 160 Sussex Street, Sydney NSW 2000

PO Box Q112, QVB NSW 1230

Tel: 02 9284 2700



A handwritten signature in black ink, appearing to be 'Anthony J. [unclear]'. It is written in a cursive style below the circular seal.

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BY-LAWS SP 79824

**SCHEDULE 1 RESIDENTIAL SCHEMES - STRATA SCHEME MANAGEMENT
REGULATION 2005**

1 Noise

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

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or

- (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

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

11 Cleaning windows and doors

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

12 Storage of inflammable liquids and other substances and materials

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

13 Changes to floor coverings and surfaces

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

14 Floor coverings

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

15 Garbage disposal

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

- (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

16 Keeping of animals

Option A

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

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

19 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (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.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

20 Compliance with planning and other requirements

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

Special By-Law 1 : Air Conditioning In Lots

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Parts 6 and 7 of the Act.
- 1.2 The purpose of this by-law is to regulate the installation of air conditioning systems in lots in the strata scheme.
- 1.3 The rights conferred by this by-law shall enure for the benefit of each Owner.

PART 2

DEFINITIONS AND INTERPRETATION

Definitions

- 2.1 In this by-law, unless the context otherwise requires:
 - (a) **Act** means the *Strata Schemes Management Act 2015*.
 - (b) **Air Con Major Works** means the installation of an air conditioning system by an Owner in or to their Lot and the common property that meets any of the following conditions:
 - (i) is not a reverse cycle split system air conditioner;
 - (ii) includes work involving structural changes;
 - (iii) includes work that changes the external appearance of the Lot;
 - (iv) includes work involving waterproofing;
 - (v) includes work for which consent or another approval is required under any other law.
 - (c) **Air Con Minor Works** the installation of an air conditioning system by an Owner in or to their Lot and the common property that meets all of the following conditions:
 - (i) is a reverse cycle split system air conditioner;
 - (ii) does not include work involving structural changes;
 - (iii) does not include work that changes the external appearance of the Lot;
 - (iv) does not include work involving waterproofing;
 - (v) does not include work for which consent or another approval is required under any other law.
 - (d) **air conditioning system** includes an indoor unit, external condenser unit and all pipes, ducting, wiring and other equipment or attachments that are

required to operate the air conditioning system in order to service the Lot in or to which the system is installed.

- (e) **Authority** means any government, semi government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over a Lot or the Strata Scheme including but not limited to the local council, a court or a tribunal.
- (f) **Lot** means any lot in the Strata Plan.
- (g) **Owner** means the owner or owners for the time being of a Lot.
- (h) **Owners Corporation** means the owners corporation constituted upon registration of the Strata Plan.
- (i) **Strata Plan** means Strata Plan No 79824.
- (j) **Strata Scheme** means the strata scheme relating to the Strata Plan situated at 12 Denton Park Drive, Rutherford NSW 2320.
- (k) **Works** means the Air Con Major Works and the Air Con Minor Works.

Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes, where applicable, the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes that Owner's executors, administrators, successors, permitted assigns or transferees;
- (g) to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail;
- (h) if any provision or part of a provision in this by-law is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and/or the relevant provision shall remain in full force and effect; and
- (i) if any provision or part of a provision in this by-law is held or found to be harsh, unconscionable and/or oppressive under section 150 of the Act, that provision or part of a provision shall be deemed to be severed from this by-

law or that provision, and the Owners Corporation agrees to and accepts the remainder of this by-law and/or the relevant provision shall remain in full force and effect.

PART 3

INSTALLATION OF THE WORKS

- 3.1 Subject to Part 4 of this by-law, an Owner is permitted to carry out the Air Con Minor Works in or to their Lot and the common property.
- 3.2 The Air Con Minor Works are minor renovations for the purposes of section 110 of the Act and the strata committee of the Owners Corporation is delegated the function of authorising an Owner to carry out the Air Con Minor Works and to impose reasonable conditions in relation to the Air Con Minor Works on the terms set out in this by-law.
- 3.3 Subject to Part 4 of this by-law and clause 3.4 below, an Owner is permitted to carry out the Air Con Major Works in or to their Lot and the common property.
- 3.4 If an Owner wishes to undertake the Air Con Major Works then, in addition to complying with Part 4 of this by-law, that Owner must prepare and provide to the Owners Corporation:
- (i) proposed motions, including the wording of a by-law, substantially in the terms set out in **Annexure A** to this by-law authorising the Owner to undertake the Air Con Major Works; and
 - (ii) the Owner's written consent to the passing of the by-law and to being responsible for the maintenance, repair and replacement of the Air Con Major Works, substantially in the terms set out in **Annexure B** to this by-law,

to be considered at a general meeting of the Owners Corporation. The motions must be passed by special resolution at a general meeting and the by-law must be registered in order for the Owner to be authorised to undertake the Air Con Major Works.

PART 4

CONDITIONS FOR INSTALLATION OF THE WORKS

Before commencement

- 4.1 Before commencing the Works, each Owner must submit the following to the strata committee of the Owners Corporation, for the strata committee's approval:
- (a) details of the proposed dates of commencement and completion of the Works;
 - (b) all completed plans and specifications for the Works including without limitation:
 - (i) a diagram depicting the proposed location of the air conditioning system; and

- (ii) the manufacturer's or supplier's brochure setting out the specifications of the air conditioning system including the type, size, sound and energy rating of the air conditioning system;
- (c) a copy of all certificates of insurances by the Owner's contractor, nominating the Owners Corporation as a beneficiary, including but not limited to:
 - (i) Contractor's All Risk insurance with public liability in the sum of \$20,000,000.00;
 - (ii) Home warranty insurance under the *Home Building Act 1989* where applicable; and
 - (iii) Workers' compensation insurance;
- (d) a copy of the licence details and certification of the contractor engaged by the Owner to carry out the Works;
- (e) upon request by the Owners Corporation, a dilapidation report:
 - (i) in writing;
 - (ii) prepared by a structural engineer who is approved by the Owners Corporation; and
 - (iii) incorporating photographs of all areas of the Strata Scheme which may be affected by the Works; and
- (f) for the Air Con Major Works (upon request by the Owners Corporation), a report from a suitably qualified consultant approved by the Owners Corporation setting out the impact of the Works on the structural integrity of the Strata Scheme;
- (g) for the Air Con Major Works, a copy of any order, consent, permit or approval that may be required by an Authority, including but not limited to any conditions of development consent issued under the *Environmental Planning and Assessment Act 1979*.

4.2 At least 48 hours prior to the commencement of the Works, each Owner shall arrange with the Owners Corporation:

- (a) suitable times and method for the Owner's contractor to access the Strata Scheme; and
- (b) suitable times and method for the parking of vehicles by the Owner's contractor whilst the Works are being carried out.

Performance of the Works

4.3 In performing the Works, each Owner must:

- (a) ensure that the Works are carried out in accordance with the approval given by the strata committee under this by-law including in relation to the approved location, type, size, sound and energy rating of the air conditioning system;

- (b) ensure that, where the Air Con Major Works cause a change in the external appearance of a Lot, the Works are in keeping with the appearance and amenity of the Strata Scheme in the opinion of the strata committee of the Owners Corporation, acting reasonably;
- (c) ensure that any external condenser installed as part of the Works:
 - (i) is mounted on vibration pads in a location so as to minimise noise and vibration;
 - (ii) is installed unobtrusively in the location approved by the strata committee of the Owners Corporation;
 - (iii) unless otherwise approved by the Owners Corporation as part of the Air Con Major Works, is not visible from the street. All electrical and coolant lines must be concealed as much as possible;
 - (iv) does not exceed 45dB(A) during the day and 35dB(A) at night or such other acceptable sound rating as may be specified in any law or by an Authority or the Owners Corporation from time to time measured at the neighbouring Lot affected by the installation;
 - (v) is not installed through or attached to windows of a Lot;
 - (vi) is manufactured, designed and installed to specifications for residential/domestic use;
 - (vii) has any condensation and run-off from the Lot drained through existing drains or downpipes;
- (d) transport each item including but not limited to construction materials, equipment and debris in compliance with the reasonable directions of the Owners Corporation;
- (e) protect all areas of the Strata Scheme, both internal and external to the Lot, from damage caused by:
 - (i) the Works;
 - (ii) the transportation of construction material, equipment, debris and other material associated with the Works; and
 - (iii) the removal of any part of the Works.
- (f) keep all areas of the Strata Scheme outside the Lot affected by the Works and/or by the exercise of the Owner's rights under this by-law clean and tidy;
- (g) only perform the Works at the following times:
 - (i) for noisy building activities (including, but not limited to, concrete drilling or constant hammering), between 9.00 am and 3.00 pm on Monday to Friday inclusive;
 - (ii) for extremely noisy activities (such as jack hammering and rotary hammer drilling), for a single four (4) hour period in any given week (excluding Sundays and public holidays); and

- (iii) for any other activities, between 7.30 am and 4.00 pm on Monday to Friday (inclusive) and from 8.00 am to 3.00 pm on Saturday;
- (h) provide to the Owners Corporation at least 48 hours written notice of any noisy building activity intended to be carried out in relation to the Works;
- (i) not carry out the Works on Sundays and public holidays;
- (j) keep the door to the Lot closed at all times to prevent the egress of dust onto the rest of the Strata Scheme;
- (k) immediately arrange for the removal of all construction materials and debris from the Strata Scheme, with no material or debris deposited in the common property garbage chute, bins or skips or on common property areas;
- (l) take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use and enjoyment by other occupiers of the Strata Scheme;
- (m) ensure that the common property is kept clean of any waste created by the Works daily and in accordance with the Owners Corporation's directions;
- (n) comply and ensure that the Owner's contractor complies with all requirements, directions and orders of the Owners Corporation and any Authority;
- (o) ensure that any services required to operate the Works are connected to the Lot's electricity or appropriate supply;
- (p) not vary the Works without first obtaining the consent in writing of the Owners Corporation and, where required, any Authority; and
- (q) promptly repair any damage to another lot or part of the common property caused by the Works.

4.4 The Works shall be carried out:

- (a) in a proper and workmanlike manner;
- (b) in compliance with the manufacturer's specifications and instructions for installation, where applicable;
- (c) in accordance with the provisions of all applicable building codes and standards including but without limitation the National Construction Code and the Australian Standards;
- (d) in accordance with the drawings and specifications approved by the Owners Corporation and, where applicable, an Authority;
- (e) in accordance with the *Home Building Act 1989* and all other relevant laws including but without limitation the *Design and Building Practitioners Act 2020* (where applicable) and all laws in relation to fire safety;
- (f) using materials that are new and fit for the purposes to which those materials are put;

- (g) by appropriately licensed contractors;
- (h) with due diligence and within the time stipulated in this by-law or, if no time is stipulated, within a reasonable time;
- (i) in a manner so as to result in the Works being reasonably fit for occupation; and
- (j) (where applicable) in a manner that is in keeping with the amenity and external appearance of the Strata Scheme.

Completion of the Works

4.5 Upon completion of the Works, each Owner must, without unreasonable delay:

- (a) notify the Owners Corporation in writing that the Works have been completed;
- (b) provide to the Owners Corporation a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications;
- (c) where applicable, provide to the Owners Corporation a copy of any certificate (including any occupation certificate) or other document issued by any Authority in respect of the Works; and
- (d) upon request by the Owners Corporation, provide to the Owners Corporation a copy of a certification from a suitably qualified consultant or engineer approved by the Owners Corporation, confirming that:
 - (i) the Works have been completed in a satisfactory manner and in accordance with this by-law; and
 - (ii) all works required to rectify any damage to a lot or to the common property have been completed in a satisfactory manner and in accordance with the terms of this by-law.

PART 5

ENDURING RIGHTS AND OBLIGATIONS

Ongoing Responsibilities and Indemnity

5.1 Each Owner must at the Owner's cost:

- (a) carry out all necessary works to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property should any part of the Works be removed;
- (b) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works;
- (c) where the Owner has carried out the Air Con Major Works via approval under a separate by-law, properly maintain and keep all areas of the common

- property comprised within, or affected or occupied by the Works in a state of good and serviceable repair;
- (d) properly maintain and upkeep the Works and those parts of the Lot the subject of this by-law in a state of good and serviceable repair and must repair or replace the Works as required from time to time;
 - (e) ensure that the Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another lot or the common property;
 - (f) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
 - (g) provide the Owners Corporation with access to inspect the Lot from time to time and within 24 hours of any reasonable written request from the Owners Corporation;
 - (h) remain liable for any damage to the Lot, another lot or the common property arising out of or in connection with the Works and will make good that damage immediately after it has occurred;
 - (i) indemnify the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Strata Scheme, whether such part being common property or any lot, caused by, arising out of or related to the Works including their installation, repair, maintenance, replacement, removal and/or use.

Default

5.2 Should an Owner fail to comply with any obligation under this by-law:

- (a) the Owners Corporation may request, in writing, that the Owner complies with the terms of the by-law and the Owner must take all reasonable steps to comply with the Owners Corporation's request;
- (b) without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the Owner's breach of this by-law;
- (c) the Owner must indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner's breach of this by-law; and
- (d) the Owners Corporation may recover from the Owner, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

Ownership of Works

- 5.3 The Works shall be carried out at the cost of each Owner and shall remain the property of each Owner.

Cost of By-law, Approvals and Certification

- 5.4 Each Owner shall be responsible for all costs associated with the Works and any work required to be undertaken by the Owners Corporation pursuant to this by-law, including but not limited to:
- (a) (where applicable) the drafting, consideration, approval and registration of a by-law for the Air Con Major Works and the payment of all legal and strata managing agent fees applicable to the drafting, consolidation, approval and registration of that by-law;
 - (b) approving any plans, drawings or other documentation for the Works; and
 - (c) obtaining and considering any certification in relation to the Works.

Applicability

- 5.5 In the event that an Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Parts 4 and 5 shall also apply in relation to that removal.

ANNEXURE A – MOTIONS FOR AIR CON MAJOR WORKS

EXPLANATION FOR MOTIONS

These motions propose that a common property rights by-law be made to grant to the owner of Lot [INSERT NUMBER] in Strata Plan No 79824 a special privilege to carry out air conditioning works to benefit their Lot (along with approval under section 108 of the *Strata Schemes Management Act 2015* authorising changes to the common property) and a right of exclusive use and enjoyment of the common property affected by such works in accordance with the conditions specified in the by-law.

MOTION < >

Subject to the succeeding motion being passed, The Owners – Strata Plan No 79824 SPECIALLY RESOLVES pursuant to section 108 of the *Strata Schemes Management Act 2015* that the owner of Lot [INSERT NUMBER] be authorised to alter and to add to the common property and erect a new structure on the common property by carrying out the works described in the by-law the subject of the following motion for the purposes of improving or enhancing the common property, with the owner of Lot [INSERT NUMBER] to be responsible for the ongoing maintenance of the common property comprised within, or affected or occupied by the works, as specified in the by-law the subject of the following motion.

MOTION < >

Subject to the preceding motion being passed, The Owners – Strata Plan No 79824 SPECIALLY RESOLVES pursuant to sections 141 and 143 of the *Strata Schemes Management Act 2015* to make a by-law adding to the by-laws applicable to the strata scheme in the following terms:

SPECIAL BY-LAW NO < >

Lot [INSERT NUMBER] Works

PART 1

GRANT OF RIGHT

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

PART 2

APPLICATION OF SPECIAL BY-LAW NO. 1

- 2.1 The provisions of Part 2, clauses 3.3 and 3.4, Part 4 and Part 5 of Special By-law No. 1 (Air Conditioning in Lots) are adopted for the purposes of this by-law with the amendment of the definitions of "Lot" and "Owner" as follows:

PART 3

DEFINITIONS

3.1 In addition to the definitions in Part 2 of Special By-law No. 1, the following definitions are also adopted:

- (a) **“Lot”** means lot _____ in Strata Plan No 79824.
- (b) **“Major Works”** means the installation of an air conditioning system by the Owner in or to their Lot and the common property including the following works:
 - (i) _____
 - (ii) any ancillary works in relation to the above; and
 - (iii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,all of which is to be conducted strictly in accordance with the provisions of this by-law and Special By-law No. 1.
- (c) **“Owner”** means the owner or owners for the time being of the Lot.

PART 4

CONDITIONS

- 4.1 The Owner must comply with Special By-law No. 1 in all respects, before, during and after carrying out the Major Works and with any additional reasonable conditions imposed on the Owner by the strata committee of the Owners Corporation.
- 4.2 The Owner must properly maintain and keep all areas of the common property comprised within, or affected or occupied by the Major Works in a state of good and serviceable repair.

ANNEXURE B – CONSENT FORM FOR AIR CON MAJOR WORKS

CONSENT UNDER SECTION 143

STRATA SCHEMES MANAGEMENT ACT 2015

STRATA SCHEME 79824

TO: The Registrar General
NSW Land Registry Services Level
30, 175 Liverpool Street
SYDNEY NSW 2000

I/We, _____, the owner(s) of Lot **[INSERT NUMBER]**,
CONSENT to the making of a common property rights by-law conferring upon me/us a
special privilege in relation to the common property for the performance of certain works
to benefit Lot **[INSERT NUMBER]** and the exclusive use and enjoyment of the common
property directly affected by those works subject to the conditions of such by-law,
including but without limitation conferring upon me/us the responsibility to repair and
maintain the common property directly affected by those works.

Dated:

.....

Signature of owner of Lot **[INSERT NUMBER]**

.....

Signature of owner of Lot **[INSERT NUMBER]**

cc: The Owners – Strata Plan No 79824

Special By-Law 2 : Installation of Solar Panels – Lots 1-37

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Parts 6 and 7 of the Act.
- 1.2 The purpose of this by-law is to confer on each Owner a special privilege to carry out the Works to their Lot and common property and exclusive use and enjoyment rights of the common property the subject of such works as set out in this by-law.
- 1.3 The rights conferred by this by-law shall enure for the benefit of each Owner.

PART 2

DEFINITIONS & INTERPRETATION

Definitions

- 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 or other authority having any jurisdiction over a Lot or the Strata Scheme including the local council.
 - (c) **Lot** means Lots 1 to 37 inclusive in the Strata Plan.
 - (d) **Owner** means the owner or owners for the time being of a Lot.
 - (e) **Owners Corporation** means the owners corporation constituted upon the registration of the Strata Plan.
 - (f) **Strata Plan** means Strata Plan No 79824.
 - (g) **Strata Scheme** means the strata scheme relating to the Strata Plan situated at 12 Denton Park Drive, Rutherford NSW 2320.
 - (h) **Works** means the following works to be undertaken by an Owner to their Lot and the common property:
 - (i) Installation of solar panels to the roof of the Lot including affixing a frame to the roof on which to mount the solar panels, the making of holes for wiring, cabling and conduits to connect the solar panels to the power switchboard of the Lot and all associated electrical works; and
 - (ii) Any ancillary works in relation to the above; and
 - (iii) Removal of any part of the Works.

Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes, where applicable, the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (g) to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail;
- (h) if any provision or part of a provision in this by-law is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and/or the relevant provision shall remain in full force and effect; and
- (i) if any provision or part of a provision in this by-law is held or found to be harsh, unconscionable and/or oppressive under section 150 of the Act, that provision or part of a provision shall be deemed to be severed from this by-law or that provision, and the Owners Corporation agrees to and accepts the remainder of this by-law and/or the relevant provision shall remain in full force and effect.

PART 3

GRANT OF RIGHT

- 3.1 Subject to Part 4 of this by-law, each Owner shall have:
- (a) exclusive use and enjoyment of those parts of the common property occupied by the Works; and
 - (b) a special privilege to carry out the Works to and on the common property.

PART 4

CONDITIONS OF WORKS

Before commencement

- 4.1 Before commencing the Works, the Owner must submit the following to the strata committee of the Owners Corporation for approval:
- (a) details of the proposed dates of commencement and completion of the Works;

- (b) all completed plans, details and information for the Works including but not limited to:
 - (i) a diagram depicting the proposed location of all parts of the Works;
 - (ii) the manufacturer's or supplier's brochure setting out the specifications of the Works including the size and type of the solar panels;
 - (iii) details regarding any impact of the Works on the other lots and the common property (e.g. reflection of the solar panels); and
 - (iv) any other information requested by the Owners Corporation, acting reasonably;
- (c) a copy of all certificates of insurances by the Owner's contractor, nominating the Owners Corporation as a beneficiary, including but not limited to:
 - (i) Contractor's All Risk insurance with public liability in the sum of \$20,000,000.00;
 - (ii) Home warranty insurance under the *Home Building Act 1989* where applicable; and
 - (iii) Workers' compensation insurance;
- (d) a copy of the licence details and certification of the contractor engaged by the Owner to carry out the Works;
- (e) a copy of any order, consent, permit or approval that may be required by an Authority, including but not limited to any conditions of development consent issued under the Environmental Planning and Assessment Act 1979.

4.2 At least 48 hours prior to the commencement of the Works, the Owner shall arrange with the Owners Corporation:

- (a) suitable times and method for the Owner's contractor to access the Strata Scheme; and
- (b) suitable times and method for the parking of vehicles by the Owner's contractor whilst the Works are being carried out.

Performance of the Works

4.3 In performing the Works, the Owner must:

- (a) ensure that the solar panels forming part of the Works are located in a position on the roof of the Lot that has been approved by the Owners Corporation;
- (b) transport each item including but not limited to construction materials, equipment and debris in compliance with the reasonable directions of the Owners Corporation;
- (c) protect all areas of the Strata Scheme, both internal and external to the Lot, from damage caused by:

- (i) the Works;
 - (ii) the transportation of construction material, equipment, debris and other material associated with the Works; and
 - (iii) the removal of any part of the Works.
- (d) keep all areas of the Strata Scheme outside the Lot affected by the Works and/or by the exercise of the Owner's rights under this by-law clean and tidy;
- (e) only perform the Works at the following times:
- (i) for noisy building activities (including, but not limited to, concrete drilling or constant hammering), between 9.00 am and 3.00 pm on Monday to Friday inclusive;
 - (ii) for extremely noisy activities (such as jack hammering and rotary hammer drilling), for a single four (4) hour period in any given week (excluding Sundays and public holidays); and
 - (iii) for any other activities, between 8.00 am and 4.00 pm on Monday to Friday (inclusive) and from 8.00 am to 1.00 pm on Saturday (inclusive);
- (f) provide to the Owners Corporation at least 48 hours written notice of any noisy building activity intended to be carried out in relation to the Works;
- (g) not carry out the Works on Sundays and public holidays;
- (h) immediately arrange for the removal of all construction materials and debris from the Strata Scheme, with no material or debris deposited in the common property garbage chute, bins or skips or on common property areas;
- (i) take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use and enjoyment by other occupiers of the Strata Scheme;
- (j) ensure that the common property is kept clean of any waste created by the Works daily and in accordance with the Owners Corporation's directions;
- (k) comply and ensure that the Owner's contractor complies with all requirements, directions and orders of the Owners Corporation and any Authority;
- (l) ensure that any services required to operate the Works are connected to the Lot's electricity or appropriate supply;
- (m) ensure that the Works are in keeping with the appearance and amenity of the Strata Scheme in the opinion of the Owners Corporation;
- (n) not vary the Works without first obtaining the consent in writing of the Owners Corporation and, where applicable, any Authority; and
- (o) promptly repair any damage to another lot or part of the common property caused by the Works.

4.4 The Works shall be carried out:

- (a) in a proper and workmanlike manner;
- (b) in compliance with the manufacturer's specifications and instructions for installation, where applicable;
- (c) in accordance with the provisions of all applicable building codes and standards including but without limitation the National Construction Code and the Australian Standards;
- (d) in accordance with the drawings and specifications approved by the Owners Corporation and, where applicable, an Authority;
- (e) in accordance with the Home Building Act 1989 and all other relevant laws including but without limitation the Design and Building Practitioners Act 2020 (where applicable) and all laws in relation to fire safety;
- (f) using materials that are new and fit for the purposes to which those materials are put;
- (g) by appropriately licensed contractors;
- (h) with due diligence and within the time stipulated in this by-law or, if no time is stipulated, within a reasonable time;
- (i) in a manner so as to result in the Works being reasonably fit for occupation; and
- (j) in a manner that is in keeping with the amenity and external appearance of the Strata Scheme.

Completion of the Works

4.5 Upon completion of the Works, the Owner must, without unreasonable delay:

- (a) notify the Owners Corporation in writing that the Works have been completed;
- (b) provide to the Owners Corporation a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications;
- (c) where applicable, provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
- (d) upon request by the Owners Corporation, provide to the Owners Corporation a copy of a certification from a suitably qualified consultant or engineer approved by the Owners Corporation, confirming that:
 - (i) the Works have been completed in a satisfactory manner and in accordance with this by-law; and
 - (ii) all works required to rectify any damage to a lot or to the common property have been completed in a satisfactory manner and in accordance with the terms of this by-law.



PART 5

ENDURING RIGHTS AND OBLIGATIONS

Ongoing Responsibilities and Indemnity

5.1 Each Owner must at the Owner's cost:

- (a) carry out all necessary works to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property should any part of the Works be removed;
- (b) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works;
- (c) properly maintain and keep all areas of the common property comprised within, or affected or occupied by the Works in a state of good and serviceable repair;
- (d) properly maintain and upkeep the Works and those parts of the Lot the subject of this by-law in a state of good and serviceable repair and must repair or replace the Works as required from time to time;
- (e) ensure that the Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another lot or the common property;
- (f) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- (g) remain liable for any damage to the Lot, another lot or the common property arising out of or in connection with the Works and will make good that damage immediately after it has occurred;
- (h) indemnify the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Strata Scheme, whether such part being common property or any lot, caused by, arising out of or related to the Works including their installation, repair, maintenance, replacement, removal and/or use.

Default

5.2 Should an Owner fail to comply with any obligation under this by-law:

- (a) the Owners Corporation may request, in writing, that the Owner complies with the terms of the by-law and the Owner must take all reasonable steps to comply with the Owners Corporation's request;
- (b) without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the Owner's breach of this by-law;

- (c) the Owner must indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner's breach of this by-law; and
- (d) the Owners Corporation may recover from the Owner, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

Ownership of Works

- 5.3 The Works shall be carried out at the cost of the Owner and shall remain the property of the Owner.

Cost of By-law, Approvals and Certification

- 5.4 Each Owner shall be responsible for all costs associated with the Works and any work required to be undertaken by the Owners Corporation pursuant to this by-law, including but not limited to:
- (a) approving any plans, drawings or other documentation for the Works; and
 - (b) obtaining and considering any certification in relation to the Works.

Applicability

- 5.5 In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Parts 4 and 5 shall also apply in relation to that removal.

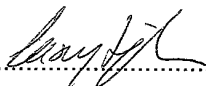
Approved Form 10
Certificate re Initial Period

The Owners Corporation certifies that in respect of the strata scheme:

* (1) that the initial period has expired.

~~*(2) 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 79824 was affixed on ^ 28.03.23 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: CASEY BUCHHORN

Authority: STRATA MANAGER

^ Insert appropriate date

* Strike through if inapplicable.



Lodger Details

Lodger Code 505858Q
Name KERIN BENSON LAWYERS PTY LTD
Address SE 9.02, 46 MARKET ST
SYDNEY 2000
Lodger Box 1W
Email ALLISON@KERINBENSONLAWYERS.COM.AU
Reference 007754

Land Registry Document Identification

AU488376

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/SP79824	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP79824
Other legal entity

Meeting Date

10/09/2024

Repealed by-law No.

Details NOT APPLICABLE

Added by-law No.

Details Special By-law No. 3

Amended by-law No.

Details NOT APPLICABLE

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP79824

Signer Name ASHLEY HOWARD

Signer Organisation KERIN BENSON LAWYERS PTY LTD

Signer Role PRACTITIONER CERTIFIER

Execution Date 11/10/2024



Annexure A
Community & Strata Title Management Pty Ltd
By-Laws
MODEL BY LAWS FOR RESIDENTIAL STRATA SCHEMES
MANAGEMENT REGULATION 2005 – SCHEDULE 1
OPTION A – KEEPING OF ANIMALS

BY-LAWS FOR: SP:79824 12 DENTON PARK DRIVE, RUTHERFORD NSW 2320

1 Noise

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

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owner's corporation.

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

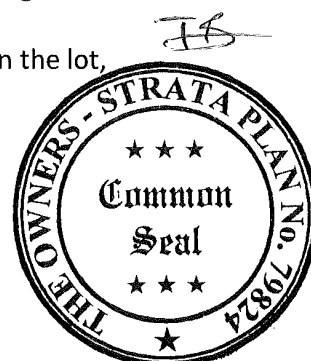
5 Damage to common property

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

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

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

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot,
- or
- (c) any structure or device to prevent harm to children, or





(d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 62 of the Act, the owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and

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

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other



than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11 Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

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

13 Changes to floor coverings and surfaces

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

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

14 Floor coverings

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

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

15 Garbage disposal

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

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean



- and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
- (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

16 Keeping of animals

Option A



(1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

17 Appearance of lot

(1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

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

18 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

19 Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) window cleaning,
- (b) garbage disposal and recycling services,
- (c) electricity, water or gas supply,
- (d) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in clause (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.

Note: Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

20 Compliance with planning and other requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.



SPECIAL BY-LAW 1: AIR CONDITIONING IN LOTS

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Parts 6 and 7 of the Act.
- 1.2 The purpose of this by-law is to regulate the installation of air conditioning systems in lots in the strata scheme.
- 1.3 The rights conferred by this by-law shall enure for the benefit of each Owner.

PART 2

DEFINITIONS AND INTERPRETATION

Definitions

- 2.1 In this by-law, unless the context otherwise requires:
 - (a) **Act** means the *Strata Schemes Management Act 2015*.
 - (b) **Air Con Major Works** means the installation of an air conditioning system by an Owner in or to their Lot and the common property that meets any of the following conditions:
 - (i) is not a reverse cycle split system air conditioner;
 - (ii) includes work involving structural changes;
 - (iii) includes work that changes the external appearance of the Lot;
 - (iv) includes work involving waterproofing;
 - (v) includes work for which consent or another approval is required under any other law.
 - (c) **Air Con Minor Works** the installation of an air conditioning system by an Owner in or to their Lot and the common property that meets all of the following conditions:
 - (i) is a reverse cycle split system air conditioner;
 - (ii) does not include work involving structural changes;
 - (iii) does not include work that changes the external appearance of the Lot;
 - (iv) does not include work involving waterproofing;



- (v) does not include work for which consent or another approval is required under any other law.
- (d) **air conditioning system** includes an indoor unit, external condenser unit and all pipes, ducting, wiring and other equipment or attachments that are required to operate the air conditioning system in order to service the Lot in or to which the system is installed.
- (e) **Authority** means any government, semi government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over a Lot or the Strata Scheme including but not limited to the local council, a court or a tribunal.
- (f) **Lot** means any lot in the Strata Plan.
- (g) **Owner** means the owner or owners for the time being of a Lot.
- (h) **Owners Corporation** means the owners corporation constituted upon registration of the Strata Plan.
- (i) **Strata Plan** means Strata Plan No 79824.
- (j) **Strata Scheme** means the strata scheme relating to the Strata Plan situated at 12 Denton Park Drive, Rutherford NSW 2320.
- (k) **Works** means the Air Con Major Works and the Air Con Minor Works.

Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes, where applicable, the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes that Owner's executors, administrators, successors, permitted assigns or transferees;
- (g) to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail;



- (h) if any provision or part of a provision in this by-law is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and/or the relevant provision shall remain in full force and effect; and
- (i) if any provision or part of a provision in this by-law is held or found to be harsh, unconscionable and/or oppressive under section 150 of the Act, that provision or part of a provision shall be deemed to be severed from this by-law or that provision, and the Owners Corporation agrees to and accepts the remainder of this by-law and/or the relevant provision shall remain in full force and effect.

PART 3

INSTALLATION OF THE WORKS

3.1 Subject to Part 4 of this by-law, an Owner is permitted to carry out the Air Con Minor Works in or to their Lot and the common property.

3.2 The Air Con Minor Works are minor renovations for the purposes of section 110 of the Act and the strata committee of the Owners Corporation is delegated the function of authorising an Owner to carry out the Air Con Minor Works and to impose reasonable conditions in relation to the Air Con Minor Works on the terms set out in this by-law.

3.3 Subject to Part 4 of this by-law and clause 3.4 below, an Owner is permitted to carry out the Air Con Major Works in or to their Lot and the common property.

3.4 If an Owner wishes to undertake the Air Con Major Works then, in addition to complying with Part 4 of this by-law, that Owner must prepare and provide to the Owners Corporation:

- (i) proposed motions, including the wording of a by-law, substantially in the terms set out in **Annexure A** to this by-law authorising the Owner to undertake the Air Con Major Works; and
- (ii) the Owner's written consent to the passing of the by-law and to being responsible for the maintenance, repair and replacement of the Air Con Major Works, substantially in the terms set out in **Annexure B** to this by-law,

to be considered at a general meeting of the Owners Corporation. The motions must be passed by special resolution at a general meeting and the by-law must be registered in order for the Owner to be authorised to undertake the Air Con Major Works.

PART 4

CONDITIONS FOR INSTALLATION OF THE WORKS

Before commencement



- 4.1 Before commencing the Works, each Owner must submit the following to the strata committee of the Owners Corporation, for the strata committee's approval:
- (a) details of the proposed dates of commencement and completion of the Works;
 - (b) all completed plans and specifications for the Works including without limitation:
 - (i) a diagram depicting the proposed location of the air conditioning system; and
 - (ii) the manufacturer's or supplier's brochure setting out the specifications of the air conditioning system including the type, size, sound and energy rating of the air conditioning system;
 - (c) a copy of all certificates of insurances by the Owner's contractor, nominating the Owners Corporation as a beneficiary, including but not limited to:
 - (i) Contractor's All Risk insurance with public liability in the sum of \$20,000,000.00;
 - (ii) Home warranty insurance under the *Home Building Act 1989* where applicable; and
 - (iii) Workers' compensation insurance;
 - (d) a copy of the licence details and certification of the contractor engaged by the Owner to carry out the Works;
 - (e) upon request by the Owners Corporation, a dilapidation report:
 - (i) in writing;
 - (ii) prepared by a structural engineer who is approved by the Owners Corporation; and
 - (iii) incorporating photographs of all areas of the Strata Scheme which may be affected by the Works; and
 - (f) for the Air Con Major Works (upon request by the Owners Corporation), a report from a suitably qualified consultant approved by the Owners Corporation setting out the impact of the Works on the structural integrity of the Strata Scheme;
 - (g) for the Air Con Major Works, a copy of any order, consent, permit or approval that may be required by an Authority, including but not limited to any conditions of development consent issued under the *Environmental Planning and Assessment Act 1979*.



4.2 At least 48 hours prior to the commencement of the Works, each Owner shall arrange with the Owners Corporation:

- (a) suitable times and method for the Owner's contractor to access the Strata Scheme; and
- (b) suitable times and method for the parking of vehicles by the Owner's contractor whilst the Works are being carried out.

Performance of the Works

4.3 In performing the Works, each Owner must:

- (a) ensure that the Works are carried out in accordance with the approval given by the strata committee under this by-law including in relation to the approved location, type, size, sound and energy rating of the air conditioning system;
- (b) ensure that, where the Air Con Major Works cause a change in the external appearance of a Lot, the Works are in keeping with the appearance and amenity of the Strata Scheme in the opinion of the strata committee of the Owners Corporation, acting reasonably;
- (c) ensure that any external condenser installed as part of the Works:
 - (i) is mounted on vibration pads in a location so as to minimise noise and vibration;
 - (ii) is installed unobtrusively in the location approved by the strata committee of the Owners Corporation;
 - (iii) unless otherwise approved by the Owners Corporation as part of the Air Con Major Works, is not visible from the street. All electrical and coolant lines must be concealed as much as possible;
 - (iv) does not exceed 45dB(A) during the day and 35dB(A) at night or such other acceptable sound rating as may be specified in any law or by an Authority or the Owners Corporation from time to time measured at the neighbouring Lot affected by the installation;
 - (v) is not installed through or attached to windows of a Lot;
 - (vi) is manufactured, designed and installed to specifications for residential/domestic use;
 - (vii) has any condensation and run-off from the Lot drained through existing drains or downpipes;
- (d) transport each item including but not limited to construction materials, equipment and debris in compliance with the reasonable directions of the Owners Corporation;



- (e) protect all areas of the Strata Scheme, both internal and external to the Lot, from damage caused by:
 - (i) the Works;
 - (ii) the transportation of construction material, equipment, debris and other material associated with the Works; and
 - (iii) the removal of any part of the Works.
- (f) keep all areas of the Strata Scheme outside the Lot affected by the Works and/or by the exercise of the Owner's rights under this by-law clean and tidy;
- (g) only perform the Works at the following times:
 - (i) for noisy building activities (including, but not limited to, concrete drilling or constant hammering), between 9.00 am and 3.00 pm on Monday to Friday inclusive;
 - (ii) for extremely noisy activities (such as jack hammering and rotary hammer drilling), for a single four (4) hour period in any given week (excluding Sundays and public holidays); and
 - (iii) for any other activities, between 7.30 am and 4.00 pm on Monday to Friday (inclusive) and from 8.00 am to 3.00 pm on Saturday;
- (h) provide to the Owners Corporation at least 48 hours written notice of any noisy building activity intended to be carried out in relation to the Works;
- (i) not carry out the Works on Sundays and public holidays;
- (j) keep the door to the Lot closed at all times to prevent the egress of dust onto the rest of the Strata Scheme;
- (k) immediately arrange for the removal of all construction materials and debris from the Strata Scheme, with no material or debris deposited in the common property garbage chute, bins or skips or on common property areas;
- (l) take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use and enjoyment by other occupiers of the Strata Scheme;
- (m) ensure that the common property is kept clean of any waste created by the Works daily and in accordance with the Owners Corporation's directions;
- (n) comply and ensure that the Owner's contractor complies with all requirements, directions and orders of the Owners Corporation and any Authority;
- (o) ensure that any services required to operate the Works are connected to the Lot's electricity or appropriate supply;



(p) not vary the Works without first obtaining the consent in writing of the Owners Corporation and, where required, any Authority; and

(q) promptly repair any damage to another lot or part of the common property caused by the Works.

4.4 The Works shall be carried out:

(a) in a proper and workmanlike manner;

(b) in compliance with the manufacturer's specifications and instructions for installation, where applicable;

(c) in accordance with the provisions of all applicable building codes and standards including but without limitation the National Construction Code and the Australian Standards;

(d) in accordance with the drawings and specifications approved by the Owners Corporation and, where applicable, an Authority;

(e) in accordance with the *Home Building Act 1989* and all other relevant laws including but without limitation the *Design and Building Practitioners Act 2020* (where applicable) and all laws in relation to fire safety;

(f) using materials that are new and fit for the purposes to which those materials are put;

(g) by appropriately licensed contractors;

(h) with due diligence and within the time stipulated in this by-law or, if no time is stipulated, within a reasonable time;

(i) in a manner so as to result in the Works being reasonably fit for occupation; and

(j) (where applicable) in a manner that is in keeping with the amenity and external appearance of the Strata Scheme.

Completion of the Works

4.5 Upon completion of the Works, each Owner must, without unreasonable delay:

(a) notify the Owners Corporation in writing that the Works have been completed;

(b) provide to the Owners Corporation a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications;

(c) where applicable, provide to the Owners Corporation a copy of any certificate (including any occupation certificate) or other document issued by any Authority in respect of the Works; and



- (d) upon request by the Owners Corporation, provide to the Owners Corporation a copy of a certification from a suitably qualified consultant or engineer approved by the Owners Corporation, confirming that:
 - (i) the Works have been completed in a satisfactory manner and in accordance with this by-law; and
 - (ii) all works required to rectify any damage to a lot or to the common property have been completed in a satisfactory manner and in accordance with the terms of this by-law.

PART 5

ENDURING RIGHTS AND OBLIGATIONS

Ongoing Responsibilities and Indemnity

5.1 Each Owner must at the Owner's cost:

- (a) carry out all necessary works to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property should any part of the Works be removed;
- (b) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works;
- (c) where the Owner has carried out the Air Con Major Works via approval under a separate by-law, properly maintain and keep all areas of the common property comprised within, or affected or occupied by the Works in a state of good and serviceable repair;
- (d) properly maintain and upkeep the Works and those parts of the Lot the subject of this by-law in a state of good and serviceable repair and must repair or replace the Works as required from time to time;
- (e) ensure that the Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another lot or the common property;
- (f) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- (g) provide the Owners Corporation with access to inspect the Lot from time to time and within 24 hours of any reasonable written request from the Owners Corporation;



- (h) remain liable for any damage to the Lot, another lot or the common property arising out of or in connection with the Works and will make good that damage immediately after it has occurred;
- (i) indemnify the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Strata Scheme, whether such part being common property or any lot, caused by, arising out of or related to the Works including their installation, repair, maintenance, replacement, removal and/or use.

Default

5.2 Should an Owner fail to comply with any obligation under this by-law:

- (a) the Owners Corporation may request, in writing, that the Owner complies with the terms of the by-law and the Owner must take all reasonable steps to comply with the Owners Corporation's request;
- (b) without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the Owner's breach of this by-law;
- (c) the Owner must indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner's breach of this by-law; and
- (d) the Owners Corporation may recover from the Owner, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

Ownership of Works

5.3 The Works shall be carried out at the cost of each Owner and shall remain the property of each Owner.

Cost of By-law, Approvals and Certification

5.4 Each Owner shall be responsible for all costs associated with the Works and any work required to be undertaken by the Owners Corporation pursuant to this by-law, including but not limited to:

- (a) (where applicable) the drafting, consideration, approval and registration of a by-law for the Air Con Major Works and the payment of all legal and strata



managing agent fees applicable to the drafting, consolidation, approval and registration of that by-law;

- (b) approving any plans, drawings or other documentation for the Works; and
- (c) obtaining and considering any certification in relation to the Works.

Applicability

5.5 In the event that an Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Parts 4 and 5 shall also apply in relation to that removal.

ANNEXURE A – MOTIONS FOR AIR CON MAJOR WORKS

EXPLANATION FOR MOTIONS

These motions propose that a common property rights by-law be made to grant to the owner of Lot [INSERT NUMBER] in Strata Plan No 79824 a special privilege to carry out air conditioning works to benefit their Lot (along with approval under section 108 of the *Strata Schemes Management Act 2015* authorising changes to the common property) and a right of exclusive use and enjoyment of the common property affected by such works in accordance with the conditions specified in the by-law.

MOTION < >

Subject to the succeeding motion being passed, The Owners – Strata Plan No 79824 SPECIALLY RESOLVES pursuant to section 108 of the *Strata Schemes Management Act 2015* that the owner of Lot [INSERT NUMBER] be authorised to alter and to add to the common property and erect a new structure on the common property by carrying out the works described in the by-law the subject of the following motion for the purposes of improving or enhancing the common property, with the owner of Lot [INSERT NUMBER] to be responsible for the ongoing maintenance of the common property comprised within, or affected or occupied by the works, as specified in the by-law the subject of the following motion.

MOTION < >

Subject to the preceding motion being passed, The Owners – Strata Plan No 79824 SPECIALLY RESOLVES pursuant to sections 141 and 143 of the *Strata Schemes Management Act 2015* to make a by-law adding to the by-laws applicable to the strata scheme in the following terms:



SPECIAL BY-LAW NO < >

Lot [INSERT NUMBER] Works

PART 1

GRANT OF RIGHT

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

PART 2

APPLICATION OF SPECIAL BY-LAW NO. 1

- 2.1 The provisions of Part 2, clauses 3.3 and 3.4, Part 4 and Part 5 of Special By-law No. 1 (Air Conditioning in Lots) are adopted for the purposes of this by-law with the amendment of the definitions of "Lot" and "Owner" as follows:

PART 3

DEFINITIONS

- 3.1 In addition to the definitions in Part 2 of Special By-law No. 1, the following definitions are also adopted:

- (a) "Lot" means lot _____ in Strata Plan No 79824.
- (b) "Major Works" means the installation of an air conditioning system by the Owner in or to their Lot and the common property including the following works:
- (i) _____
 - (ii) any ancillary works in relation to the above; and
 - (iii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,

all of which is to be conducted strictly in accordance with the provisions of this by-law and Special By-law No. 1.

- (c) "Owner" means the owner or owners for the time being of the Lot.

PART 4

CONDITIONS



- 4.1 The Owner must comply with Special By-law No. 1 in all respects, before, during and after carrying out the Major Works and with any additional reasonable conditions imposed on the Owner by the strata committee of the Owners Corporation.

- 4.2 The Owner must properly maintain and keep all areas of the common property comprised within, or affected or occupied by the Major Works in a state of good and serviceable repair.



ANNEXURE B – CONSENT FORM FOR AIR CON MAJOR WORKS

CONSENT UNDER SECTION 143

STRATA SCHEMES MANAGEMENT ACT 2015

STRATA SCHEME 79824

TO: The Registrar General
NSW Land Registry Services Level
30, 175 Liverpool Street
SYDNEY NSW 2000

I/We, _____, the owner(s) of Lot [INSERT NUMBER],
CONSENT to the making of a common property rights by-law conferring upon me/us a
special privilege in relation to the common property for the performance of certain works to
benefit Lot [INSERT NUMBER] and the exclusive use and enjoyment of the common
property directly affected by those works subject to the conditions of such by-law, including
but without limitation conferring upon me/us the responsibility to repair and maintain the
common property directly affected by those works.

Dated:

.....

Signature of owner of Lot [INSERT NUMBER]

.....

Signature of owner of Lot [INSERT NUMBER]

cc: The Owners – Strata Plan No 79824



SPECIAL BY-LAW 2 : INSTALLATION OF SOLAR PANELS - LOTS 1- 37

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Parts 6 and 7 of the Act.
- 1.2 The purpose of this by-law is to confer on each Owner a special privilege to carry out the Works to their Lot and common property and exclusive use and enjoyment rights of the common property the subject of such works as set out in this by-law.
- 1.3 The rights conferred by this by-law shall enure for the benefit of each Owner.

PART 2

DEFINITIONS & INTERPRETATION

Definitions

- 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 or other authority having any jurisdiction over a Lot or the Strata Scheme including the local council.
 - (c) **Lot** means Lots 1 to 37 inclusive in the Strata Plan.
 - (d) **Owner** means the owner or owners for the time being of a Lot.
 - (e) **Owners Corporation** means the owners corporation constituted upon the registration of the Strata Plan.
 - (f) **Strata Plan** means Strata Plan No 79824.
 - (g) **Strata Scheme** means the strata scheme relating to the Strata Plan situated at 12 Denton Park Drive, Rutherford NSW 2320.
 - (h) **Works** means the following works to be undertaken by an Owner to their Lot and the common property:
 - (i) Installation of solar panels to the roof of the Lot including affixing a frame to the roof on which to mount the solar panels, the making of holes for wiring, cabling and conduits to connect the solar panels to the power switchboard of the Lot and all associated electrical works; and
 - (ii) Any ancillary works in relation to the above; and



- (iii) Removal of any part of the Works.

Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes, where applicable, the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (g) to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail;
- (h) if any provision or part of a provision in this by-law is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and/or the relevant provision shall remain in full force and effect; and
- (i) if any provision or part of a provision in this by-law is held or found to be harsh, unconscionable and/or oppressive under section 150 of the Act, that provision or part of a provision shall be deemed to be severed from this by-law or that provision, and the Owners Corporation agrees to and accepts the remainder of this by-law and/or the relevant provision shall remain in full force and effect.

PART 3

GRANT OF RIGHT

3.1 Subject to Part 4 of this by-law, each Owner shall have:

- (a) exclusive use and enjoyment of those parts of the common property occupied by the Works; and
- (b) a special privilege to carry out the Works to and on the common property.

PART 4



CONDITIONS OF WORKS

Before commencement

- 4.1 Before commencing the Works, the Owner must submit the following to the strata committee of the Owners Corporation for approval:
- (a) details of the proposed dates of commencement and completion of the Works;
 - (b) all completed plans, details and information for the Works including but not limited to:
 - (i) a diagram depicting the proposed location of all parts of the Works;
 - (ii) the manufacturer's or supplier's brochure setting out the specifications of the Works including the size and type of the solar panels;
 - (iii) details regarding any impact of the Works on the other lots and the common property (e.g. reflection of the solar panels); and
 - (iv) any other information requested by the Owners Corporation, acting reasonably;
 - (c) a copy of all certificates of insurances by the Owner's contractor, nominating the Owners Corporation as a beneficiary, including but not limited to:
 - (i) Contractor's All Risk insurance with public liability in the sum of \$20,000,000.00;
 - (ii) Home warranty insurance under the *Home Building Act 1989* where applicable; and
 - (iii) Workers' compensation insurance;
 - (d) a copy of the licence details and certification of the contractor engaged by the Owner to carry out the Works;
 - (e) a copy of any order, consent, permit or approval that may be required by an Authority, including but not limited to any conditions of development consent issued under the Environmental Planning and Assessment Act 1979.
- 4.2 At least 48 hours prior to the commencement of the Works, the Owner shall arrange with the Owners Corporation:
- (a) suitable times and method for the Owner's contractor to access the Strata Scheme; and
 - (b) suitable times and method for the parking of vehicles by the Owner's contractor whilst the Works are being carried out.



Performance of the Works

4.3 In performing the Works, the Owner must:

- (a) ensure that the solar panels forming part of the Works are located in a position on the roof of the Lot that has been approved by the Owners Corporation;
- (b) transport each item including but not limited to construction materials, equipment and debris in compliance with the reasonable directions of the Owners Corporation;
- (c) protect all areas of the Strata Scheme, both internal and external to the Lot, from damage caused by:
 - (i) the Works;
 - (ii) the transportation of construction material, equipment, debris and other material associated with the Works; and
 - (iii) the removal of any part of the Works.
- (d) keep all areas of the Strata Scheme outside the Lot affected by the Works and/or by the exercise of the Owner's rights under this by-law clean and tidy;
- (e) only perform the Works at the following times:
 - (i) for noisy building activities (including, but not limited to, concrete drilling or constant hammering), between 9.00 am and 3.00 pm on Monday to Friday inclusive;
 - (ii) for extremely noisy activities (such as jack hammering and rotary hammer drilling), for a single four (4) hour period in any given week (excluding Sundays and public holidays); and
 - (iii) for any other activities, between 8.00 am and 4.00 pm on Monday to Friday (inclusive) and from 8.00 am to 1.00 pm on Saturday (inclusive);
- (f) provide to the Owners Corporation at least 48 hours written notice of any noisy building activity intended to be carried out in relation to the Works;
- (g) not carry out the Works on Sundays and public holidays;
- (h) immediately arrange for the removal of all construction materials and debris from the Strata Scheme, with no material or debris deposited in the common property garbage chute, bins or skips or on common property areas;
- (i) take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use and enjoyment by other occupiers of the Strata Scheme;



- (j) ensure that the common property is kept clean of any waste created by the Works daily and in accordance with the Owners Corporation's directions;
- (k) comply and ensure that the Owner's contractor complies with all requirements, directions and orders of the Owners Corporation and any Authority;
- (l) ensure that any services required to operate the Works are connected to the Lot's electricity or appropriate supply;
- (m) ensure that the Works are in keeping with the appearance and amenity of the Strata Scheme in the opinion of the Owners Corporation;
- (n) not vary the Works without first obtaining the consent in writing of the Owners Corporation and, where applicable, any Authority; and
- (o) promptly repair any damage to another lot or part of the common property caused by the Works.

4.4 The Works shall be carried out:

- (a) in a proper and workmanlike manner;
- (b) in compliance with the manufacturer's specifications and instructions for installation, where applicable;
- (c) in accordance with the provisions of all applicable building codes and standards including but without limitation the National Construction Code and the Australian Standards;
- (d) in accordance with the drawings and specifications approved by the Owners Corporation and, where applicable, an Authority;
- (e) in accordance with the Home Building Act 1989 and all other relevant laws including but without limitation the Design and Building Practitioners Act 2020 (where applicable) and all laws in relation to fire safety;
- (f) using materials that are new and fit for the purposes to which those materials are put;
- (g) by appropriately licensed contractors;
- (h) with due diligence and within the time stipulated in this by-law or, if no time is stipulated, within a reasonable time;
- (i) in a manner so as to result in the Works being reasonably fit for occupation; and
- (j) in a manner that is in keeping with the amenity and external appearance of the Strata Scheme.



Completion of the Works

- 4.5 Upon completion of the Works, the Owner must, without unreasonable delay:
- (a) notify the Owners Corporation in writing that the Works have been completed;
 - (b) provide to the Owners Corporation a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications;
 - (c) where applicable, provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
 - (d) upon request by the Owners Corporation, provide to the Owners Corporation a copy of a certification from a suitably qualified consultant or engineer approved by the Owners Corporation, confirming that:
 - (i) the Works have been completed in a satisfactory manner and in accordance with this by-law; and
 - (ii) all works required to rectify any damage to a lot or to the common property have been completed in a satisfactory manner and in accordance with the terms of this by-law.

PART 5

ENDURING RIGHTS AND OBLIGATIONS

Ongoing Responsibilities and Indemnity

- 5.1 Each Owner must at the Owner's cost:
- (a) carry out all necessary works to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property should any part of the Works be removed;
 - (b) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works;
 - (c) properly maintain and keep all areas of the common property comprised within, or affected or occupied by the Works in a state of good and serviceable repair;
 - (d) properly maintain and upkeep the Works and those parts of the Lot the subject of this by-law in a state of good and serviceable repair and must repair or replace the Works as required from time to time;
 - (e) ensure that the Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another lot or the common property;



- (f) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- (g) remain liable for any damage to the Lot, another lot or the common property arising out of or in connection with the Works and will make good that damage immediately after it has occurred;
- (h) indemnify the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Strata Scheme, whether such part being common property or any lot, caused by, arising out of or related to the Works including their installation, repair, maintenance, replacement, removal and/or use.

Default

5.2 Should an Owner fail to comply with any obligation under this by-law:

- (a) the Owners Corporation may request, in writing, that the Owner complies with the terms of the by-law and the Owner must take all reasonable steps to comply with the Owners Corporation's request;
- (b) without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the Owner's breach of this by-law;
- (c) the Owner must indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner's breach of this by-law; and
- (d) the Owners Corporation may recover from the Owner, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

Ownership of Works

5.3 The Works shall be carried out at the cost of the Owner and shall remain the property of the Owner.

Cost of By-law, Approvals and Certification

5.4 Each Owner shall be responsible for all costs associated with the Works and any work required to be undertaken by the Owners Corporation pursuant to this by-law, including but not limited to:

- (a) approving any plans, drawings or other documentation for the Works; and



- (b) obtaining and considering any certification in relation to the Works.

Applicability

- 5.5 In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Parts 4 and 5 shall also apply in relation to that removal.

Special By-Law 3 – Installation of Outdoor Blinds and Shutters (passed 10 September 2024)

Right To Install Outdoor Blinds and Shutters

1. On the conditions set out in this by-law the owner of a lot shall be entitled to install and keep outdoor blinds and/or shutters on and within that lot provided that:
 - (a) the outdoor blinds and/or shutters must be made of high quality materials reasonably acceptable to the strata committee;
 - (b) the style, finish and colour of the outdoor blinds and/or shutters must, in the reasonable opinion of the strata committee, have an appearance after installation in keeping with the external style and theme of the building and the strata scheme and with other outdoor blinds and/or shutters already installed in the strata scheme.

Conditions - Prior to Installing Outdoor Blinds and Shutters

2. Prior to installing outdoor blinds and/or shutters, each owner must:
 - (a) provide a description of the outdoor blinds and/or shutters and a copy of any applicable specifications, plans and drawings for the outdoor blinds and/or shutters to the strata committee;
 - (b) satisfy the strata committee (acting reasonably) that, so far as is reasonably practicable:
 - i. the materials in the outdoor blinds and/or shutters will be of high quality and that the finish of the outdoor blinds and/or shutters will match as closely as possible the appearance and materials of existing outdoor blinds and/or shutters then installed in the strata scheme; and
 - ii. the appearance after installation will be in keeping with the external style and theme of the building and the strata scheme;
 - (c) provide to the strata committee the written consent of the owner to complying with and being bound by the provisions of this by-law; and



- (d) on the basis of the foregoing, obtain the consent of the strata committee (acting reasonably) to the outdoor blinds and/or shutters being installed.
3. Prior to installing the outdoor blinds and/or shutters, the owner must obtain and provide to the strata committee any required approval of Maitland Council for the installation of the outdoor blinds and/or shutters.

Conditions - Installation of Outdoor Blinds and Shutters

4. In installing the outdoor blinds and/or shutters, the owner must ensure as far as is practicable that:
 - (a) the installation of the outdoor blinds and/or shutters is carried out in a good and workmanlike manner by suitably licensed and registered contractors in compliance with relevant provisions of the Building Code of Australia, relevant Australian Standards, and applicable legislation (including the *Design and Building Practitioners Act 2020* and any regulations made thereunder) and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
 - (b) the outdoor blinds and/or shutters are installed substantially in accordance with the specifications, description, plan or drawing submitted to the strata committee for approval in accordance with clause 2 of this by-law;
 - (c) reasonable precautions are taken to protect areas outside the lot from damage by the installation of the outdoor blinds and/or shutters;
 - (d) all construction materials, equipment, debris and other material associated with the installation of the outdoor blinds and/or shutters are transported across common property in the manner reasonably directed by the strata committee; and
 - (e) the installation of the outdoor blinds and/or shutters does not interfere with or damage the common property or interfere with or damage the property of any other lot owner otherwise than as approved in this by-law and, in the event of any damage being caused, the owner must take all such steps as are necessary to rectify that damage within a reasonable time after it has occurred.

Conditions - Completion of Installation of the Outdoor Blinds and Shutters

5. On completion of the installation of the outdoor blinds and/or shutters the owner must:
 - (a) ensure that the contractor installing the outdoor blinds and/or shutters removes from the strata scheme all debris resulting from or associated with the installation of the outdoor blinds and/or shutters as soon as practicable;
 - (b) if the approval of Maitland Council is required in order to install the outdoor blinds and/or shutters, provide the strata committee with a copy of a certificate from the



Council (or the principal certifying authority) certifying that the installation of the outdoor blinds and/or shutters complies with any conditions of any requisite approval of the Council.

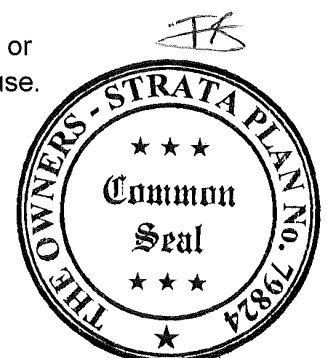
Conditions - Existing Outdoor Blinds and Shutters

6. For the avoidance of doubt, the owner of a lot in which outdoor blinds and/or shutters are already installed at the date of the adoption of this by-law is granted under this by-law, pursuant to sections 142 and 143 of the *Strata Schemes Management Act 2015*, a special privilege and exclusive use right to install the outdoor blinds and/or shutters and keep the outdoor blinds and/or shutters installed subject to:
- (a) providing to the strata committee the written consent of the owner of that lot to this by-law and, in particular, to complying with and being bound by clauses 5 to 10 of this by-law; and
 - (b) complying with the provisions of this by-law other than those contained in clause 2,
- as if that owner were an owner under this by-law.

Conditions - Other Rights and Obligations

7. The owner is liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property as a result of the installation of the outdoor blinds and/or shutters.
8. The installation of the outdoor blinds and/or shutters must be undertaken at the cost of the owner and the outdoor blinds and/or shutters remains the fixture of the owner.
9. The owner is responsible for, and must bear and pay all the costs of, the proper maintenance of the outdoor blinds and/or shutters and must keep the outdoor blinds and/or shutters in a state of good and serviceable repair and must renew or replace the outdoor blinds and/or shutters whenever they become worn out, damaged or defaced.
10. If an owner fails to comply with any obligation under this by-law, then the owners corporation may:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the lot to carry out that work;
 - (c) recover the costs of carrying out that work from the owner,

and the owner shall indemnify the owners corporation against any legal action or liability flowing from the actions of the owners corporation pursuant to this clause.



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

Leave this space clear. Affix additional pages to the top left-hand corner.

Strata Schemes Management Act 2015
Real Property Act 1900

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

(A) TORRENS TITLE

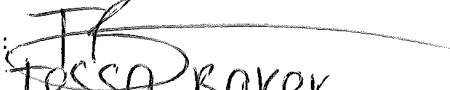
For the common property CP/SP79824

(B) LODGED BY

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	Customer Account Number (IF APPLICABLE)	Reference		007754	

- (C) The Owner-Strata Plan No. 79824 certify that a special resolution was passed on 10/9/2024
- (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 No. 3
Amended by-law No. NOT APPLICABLE
as fully set out below :
See Annexure A at pages 27 to 29.

- (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. 79824 was affixed on 26th September 24 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 : Tessa Baker
Authority : Strata manager
Signature :
Name :
Authority :



JB

Certificate No.: PC/2025/4287

Certificate Date: 01/12/2025

Fee Paid: \$71.00

Receipt No.:

Your Reference: TSB251041

SECTION 10.7 PLANNING CERTIFICATE
Environmental Planning and Assessment Act, 1979 as amended

APPLICANT: EzyStep Conveyancing
info@ezystepconveyancing.net.au

PROPERTY DESCRIPTION: 32/12 Denton Park Drive RUTHERFORD NSW 2320

PARCEL NUMBER: 45984

LEGAL DESCRIPTION: Lot 32 SP 79824

IMPORTANT: Please read this Certificate carefully.

The information provided in this Certificate relates only to the land described above. If you need information about an adjoining property or nearby land, a separate certificate will be required.

All information provided is correct as at the date of issue of this Certificate. However, it is possible for changes to occur at any time after the issue of this Certificate.

For more information on the Planning Certificate please contact our Customer Experience team on 4934 9700.

SECTION 10.7(2)

The following matters relate to the land, as required by section 10.7(2) of the *Environmental Planning and Assessment Act (1979)* ("the Act") and clause 284 and Schedule 2 of the *Environment Planning and Assessment Regulation 2021*.

ITEM 1 - Names of relevant planning instruments and development control plans

The following environmental planning instruments and development control plans apply to the carrying out of development on the land:

State Environmental Planning Policies

The Minister for Planning has notified that the following State Environmental Planning Policies (SEPPs) shall be specified on Certificates under Section 10.7 of the *Environmental Planning and Assessment Act, 1979*.

The land is affected by the following State Environmental Planning Policies:

- SEPP65 Design Quality of Residential Apartment Development
- SEPP (Biodiversity and Conservation) 2021
- SEPP (Industry and Employment) 2021
- SEPP (Primary Production) 2021
- SEPP (Planning Systems) 2021
- SEPP (Housing) 2021
- SEPP Building Sustainability Index: BASIX 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Resources and Energy) 2021
- SEPP (Transport and Infrastructure) 2021
- SEPP (Resilience and Hazards) 2021

Local Environmental Plan (LEP)

Maitland LEP 2011, published 16 December 2011, applies to the land.

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Draft Environmental Planning Instruments and Draft Development Control Plans

The following proposed environmental planning instruments and draft development control plans are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*, apply to the carrying out of development on the land:

Planning Proposal for a Local Environmental Plan

No draft local Environmental Plans that have been on public exhibition under the Act are applicable to the land.

Detailed information on draft environmental planning instruments is available at the NSW Department of Planning and Environment Current LEP Proposals website; or Maitland City Council's website.

Draft Development Control Plans

The draft Maitland Development Control Plan 2025 is, or has been, on public exhibition under the Act and is applicable to the land.

Draft State Environmental Planning Policies

No draft State Environmental Planning Policy(s) applying to the land is, or has been publicised the subject of community consultation or on public exhibition under the Act.

ITEM 2 – Zoning and land use under relevant planning instruments

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a State Environmental Planning Policy or proposed State Environmental Planning Policies)

Zone and Land Use Table from Local Environmental Plan

R1 General Residential

1 Objectives of zone

- To provide for the housing needs of the community
- To provide for a variety of housing types and densities
- To enable other land uses that provide facilities or services to meet the day to day needs of residents

2 Permitted without Consent

Home occupations

3 Permitted with Consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home-based child care; Home industries; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks;

Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies.

Detailed information on the land zone mapping is available at the NSW Department of Planning and Environment ePlanning Spatial Viewer website; or Maitland City Council's website.

Note: Detailed information on the local environmental plan is available at NSW Legislation – In force legislation.

Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions.

For the land zoned R1 General Residential the Maitland LEP 2011 does not contain a development standard specifying the land dimensions required to permit the erection of a dwelling house on the land.

Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

The land IS NOT identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act.

Is the land within a conservation area, however described?

The land IS NOT in a Heritage Conservation Area.

Is there an item of environmental heritage in a local environmental plan?

The land does NOT contain an item of Environmental Heritage.

Note: An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. Contact the Department of Climate Change, Energy, the Environment and Water,

Environment and Heritage Division for further information.

ITEM 3 – Contribution plans

263 High Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

info@maitland.nsw.gov.au
maitland.nsw.gov.au

All correspondence should be directed to: General Manager P.O. Box 220 Maitland NSW 2320

The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

- Maitland S94A Levy Contributions Plan 2006
- Maitland City Wide Section 94 Contributions Plan 2016
- Maitland S94 Contributions Plan (City Wide) 2006

If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

The land IS NOT in a special contributions area.

Note: In addition to the above developer contribution plans, Development Servicing Plans for water and sewer connection may be applicable, attracting additional contributions for the development, particularly where development will connect to water and/or sewer services.

ITEM 4 – Complying Development

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.

Complying development under the **Housing Code** may be carried out on the land.

Complying development under the **Low Rise Housing Code** may be carried out on the land. Complying development under the **Greenfield Housing Code** may be carried out on the land, but only if the land is identified on the *Greenfield Housing Code Area Map* issued by the NSW Department of Planning and Environment.

Complying development under the **Rural Housing Code** may not be carried out on the land as it is not within an applicable zone.

Complying development under the **Housing Alterations Code** may be carried out on the land.

Complying development under the **General Development Code** may be carried out on the land.

Complying development under the **Commercial and Industrial Alterations Code** may be carried out on the land.

Complying development under the **Commercial and Industrial (New Buildings and Additions) Code** may not be carried out on the land as it is not within an applicable zone.

Complying development under the **Subdivisions Code** may be carried out on the land.

Complying development under the **Demolition Code** may be carried out on the land.

Complying development under the **Fire Safety Code** may be carried out on the

land.

Complying development under the **Container Recycling Facilities Code** may not be carried out on the land.

Note: Despite the above provisions, if only part of a lot is subject to an exclusion or exemption under Clause 1.17A or Clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) Amendment (Commercial and Industrial Development and Other Matters) 2013, complying development may be carried out on that part of the lot that is not affected by the exclusion or exemption. The complying development may not be carried out on the land because of the following provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the Policy.

The provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 are not identified on the land. Complying development may be undertaken in accordance with the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 as amended.

Note: This information needs to be read in conjunction with the whole of the State Environment Planning Policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.

Note: Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any Complying Development Certificate application under the State Environment Planning Policy, or a development application for any other type of development requiring consent from Council.

Note: Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

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,***
- (b) and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.***

If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

There are no variations to the exempt development codes within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 that apply in the Maitland Local Government Area.

For further information on complying development, please refer to the Department of Planning, Housing and Infrastructure.

ITEM 5 – Exempt Development

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.

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.

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.***

If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Council does not have sufficient information to determine the extent to which exempt development may or may not be carried out.

ITEM 6 – Affected building notices and building product rectification orders

Whether the council is aware that –

The Council IS NOT aware of any affected building notice which is in force in respect of the land.

The Council is NOT aware of any building product rectification order which is in force in respect of the land and that has not been fully complied with.

The Council IS NOT aware of any notice of intention to make a building product rectification order being given in respect of the land and that is outstanding.

ITEM 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, deemed environmental planning instrument

or draft 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.

ITEM 8 – Road widening and road realignment

Whether the land is affected by road widening or road realignment under –

- a) The land is NOT affected by road widening under Division 2 of Part 3 of the Roads Act 1993.
- b) The land is NOT affected by road widening under any environmental planning instrument
- c) The land is NOT affected by any road-widening or realignment under any resolution of the Council
- d) The land is NOT affected by road-widening or realignment under a resolution of the Council

Note: This item relates to Council's road proposals only. Other authorities, including Transport for NSW may have road widening proposals.

ITEM 9 – Flood related development controls

The land or part of the land IS within the flood planning area and subject to flood related development controls.

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.

The Maitland DCP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard. The Maitland LEP 2011 does not provide a FPL measure. The probable maximum flood has the same meaning as the Flood Risk Management Manual.

Note in this section – ***flood planning area*** has the same meaning as in the Floodplain Development 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 Flood Risk Management Manual.

Note: The information provided in item 9 is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

ITEM 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.

All land within the Maitland Local Government Area has the potential to contain acid sulfate soils. Clause 7.1 of the Maitland Local Environmental Plan 2011 generally applies. Development consent is required where works described in the Table to this clause are proposed on land shown on the Maitland LEP 2011 Acid Sulfate Soils Map as being of the class specified for those works.

The Council has adopted by resolution a policy on contaminated land which may restrict the development of the land to which this certificate relates. This policy is implemented when zoning or land use changes are proposed on lands which:

- are considered to be contaminated; or
- which have previously been used for certain purposes; or
- which have previously been used for certain purposes but Council's records do not have sufficient information about previous use of the land to determine whether the land is contaminated; or
- have been remediated for a specific use.

Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

Note in this section –

adopted policy means a policy adopted –

- a) by the council, or
- b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by council.

ITEM – 11 Bush fire prone land

If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

The land is mapped as bushfire prone land and as such restrictions may apply to new development on this land.

Note – In accordance with the *Environmental Planning and Assessment Act 1979*, bush fire prone land, in relation to area, means land recorded for the time being as bush fire prone on a bush fire prone land map for the area. This mapping is subject to periodic review.

Note – The identification of land as not being bushfire prone does not mean that the land is not, or may not be affected by bushfire or that the land will not in the future be subject to bushfire related development controls, as additional data and information regarding the land become available.

ITEM – 12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

There are no premises on the subject land listed on the register.

ITEM – 13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017.

The land has NOT been proclaimed to be within a Mine Subsidence District under the meaning of section 20 of the Coal Mine Subsidence Compensation Act 2017.

ITEM – 14 Paper subdivision information

There is no development plan that applies to the:

- 1) Land or that is proposed to be subject to a consent ballot
- 2) There is no subdivision order that applies to the land.

ITEM – 15 Property vegetation plans

If the land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

The Council has not received any notification from Hunter Local Land Services that this land is affected by a property vegetation plan under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

ITEM – 16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the biodiversity Conservation Trust.

The Council is not aware if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under part 5 of the *Biodiversity Conservation Act 2016*.

Note – Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

ITEM 17 – Biodiversity certified land

If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect.

The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

Note – Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

ITEM 18 – Orders under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land,

but only if the council has been notified or the order.

Council has NOT received notification from the Land and Environment Court of NSW that the land is affected by an Order under Trees – (Disputes Between Neighbours) Act 2006.

ITEM 19 – Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.

The owner (or any previous owner) of the land has NOT consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note - In this section existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

Note – Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011

ITEM 20 – Western Sydney Aerotropolis

The State Environmental Planning Policy (Precincts – Western Parkland City) 2021 does not apply to land within the Maitland City Council local government area.

ITEM 21 – Development consent conditions for seniors housing

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

Clause 88(2) of the *State Environmental Planning Policy (Housing) 2021* restricts occupation of development approved for seniors housing to:

- a) Seniors or people who have a disability
- b) People who live in the same household with seniors or people who have a disability,
- c) Staff employed to assist in the administration and provision of services to housing provided under this Part.

ITEM 22 – Site compatibility certificates and development consent conditions for affordable rental housing

Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate –

- a) the period for which the certificate is current, and
- b) that a copy may be obtained from the Department.

If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

Any conditions of a development consent in relation to land that are kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

Note - No Seniors Housing development consent conditions apply to this land.

Note - In this section – Former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

Council is unaware if a Site Compatibility Certificate (Affordable Rental Housing) has been issued in accordance with State Environmental Planning Policy (Affordable Rental Housing) 2009.

ITEM 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.

Water and/or sewerage services are NOT, and are NOT planned to be, provided to the land under the Water Industry Competition Act 2006.

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 licenses necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

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.

Contaminated Land

- a) The land to which this certificate relates is NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
- b) The land to which this certificate relates is NOT subject to a management order within the meaning of the Contaminated Land Management Act 1997.
- c) The land to which this certificate relates is NOT the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.
- d) The land to which this certificate relates is NOT the subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.
- e) Council has NOT been provided with a site audit statement, within the meaning of

the Contaminated Land Management Act 1997, for the land to which this Certificate relates.

Jeff Smith
General Manager

263 High-Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

info@maitland.nsw.gov.au
maitland.nsw.gov.au

All correspondence should be directed to: General Manager P.O. Box 220 Maitland NSW 2320

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SEWER LOCATION DIAGRAM

Enquiries: 1300 657 657

APPLICANT'S DETAILS



Ezy Step Conveyancing Pty Ltd
12 DENTON PARK DR
RUTHERFORD NSW

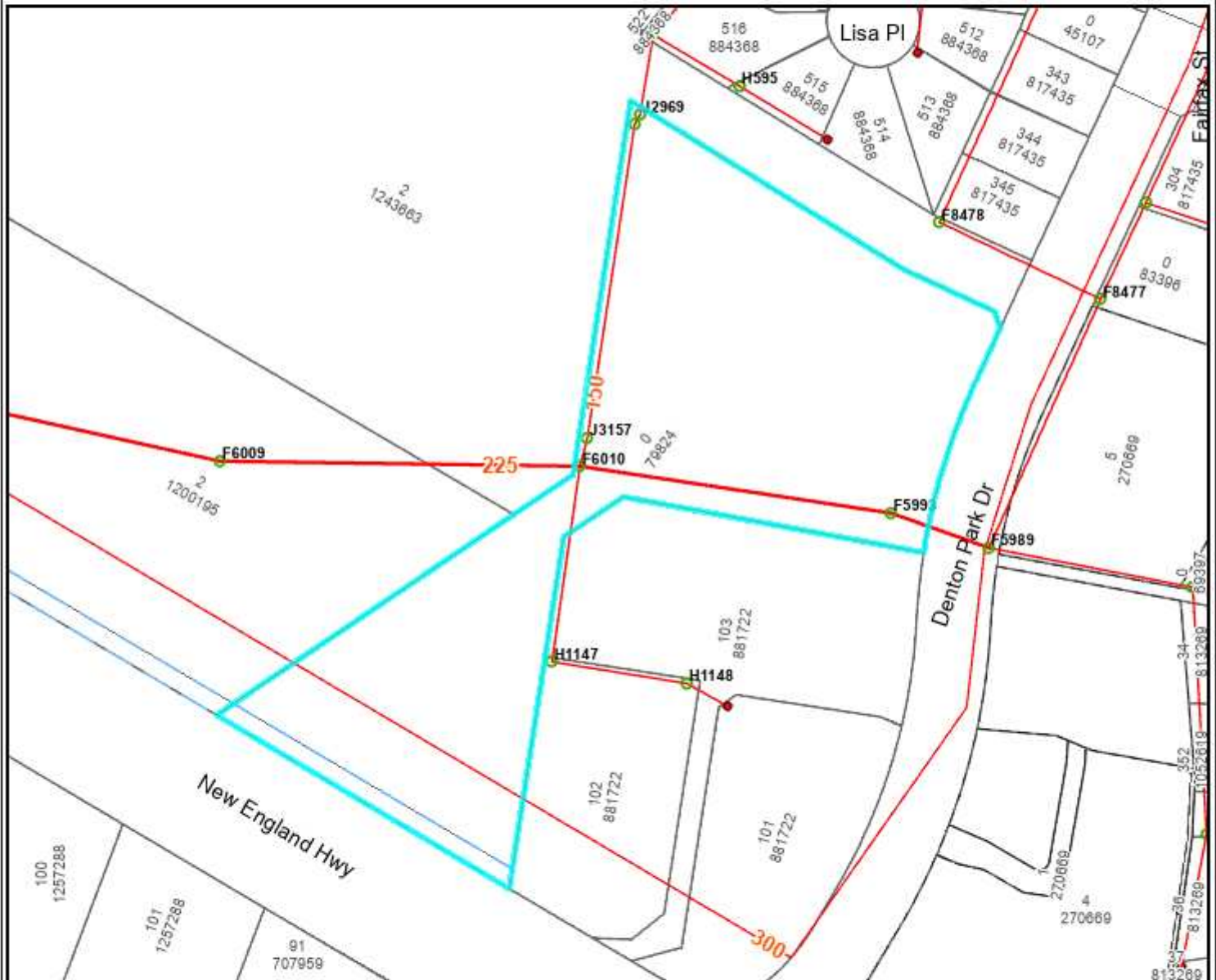
APPLICATION NO.: 2721380

APPLICANT REF: P OR-1BVP5FGXR9PGV4

RATEABLE PREMISE NO.: 8531937522

PROPERTY ADDRESS: 12 DENTON PARK DR RUTHERFORD 2320

LOT/SECTION/DP:SP: 32//SP79824



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLDED.
ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

IMPORTANT:

IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date: 26/11/2025

Scale at A4: 1:2,000

CAADSTRAL DATA © NSW DCS Spatial Services
CONTOUR DATA © AAM
© NSW DPIE

SEWER/WATER/RECYCLED WATER
UTILITY DATA
© HUNTER WATER CORPORATION



Our reference: 7165182431056

Phone: **13 28 66**

26 November 2025

Your foreign resident capital gains withholding clearance certificate

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

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

Notice number	2411166752299
Vendor name	
Clearance Certificate Period	26 November 2025 to 26 November 2026

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

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

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

Contact us

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

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

Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2019, Schedule 1, Clause 4(1)

IMPORTANT INFORMATION

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

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

AGREEMENT

This Agreement is made on 10 / 02 / 2025 at: 26 Elgin Street, Maitland NSW **BETWEEN**

LANDLORD

Insert name and telephone number or other contact details of Landlord(s).

Name/s:

Phone: N/A Mobile: N/A Email:

Other Contact Details: N/A

If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides: N/A

Note. The above details must be provided for landlord(s), including at least one contact method, whether or not there is a landlord's agent.

Address for service of notices (can be an Agent's business address):

C/ - Valley Estate Agents Pty Ltd

Note. Business or Residential address must be provided for landlord(s) if there is no landlord's agent.

TENANT(S) (insert name of Tenant(s) and contact details)

Name/s:

Address for service of notices (if not address of Residential Premises):

Phone: N/A Mobile:

Email:

LANDLORD'S AGENT DETAILS (insert name of Landlord's Agent (if any) and contact details)

Name/s: Valley Estate Agents Pty Ltd

Address: 26 Elgin Street ACN: 617460894

Maitland NSW 2320 ABN: 21617460894

Phone: (02) 4934 1901 Mobile: 0418 798 694 Email: valleyestateagents@email.propertyme.com

Licence No.: 100059752 Licence Expiry: 25/05/2026

TERM OF AGREEMENT

The term of this Agreement is:

6 Months 12 Months 18 Months 2 Years 3 Years 5 Years

Other (Please specify) Fifty-two (52) Weeks

Periodic (no end date)

starting on: 14 / 02 / 2025 and ending on: 12 / 02 / 2026 (cross out if not applicable)

Note. For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.

RESIDENTIAL PREMISES *Note: insert any excluded items in the Other Additional Terms Item on the signature page*

The residential premises are: **32/12 Denton Park Drive, Rutherford NSW 2320**

The residential premises include: *(include any inclusions, for example, a parking space, garages or furniture provided. Attach additional pages if necessary.)*

Single Garage

RENT/RENT INCREASE

The rent is: **\$400.00** per: **Week** payable in advance starting on: **14 / 02 / 2025**

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

Rent Increase 1: Then from: **/ /** pay: per: **Week**

Rent Increase 2: Then from: **/ /** pay: per: **Week**

Note. Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not to be completed. See Clause 74.2.

The tenant must pay the rent in advance on the **Friday** of every **Week** (see Clause 4.2)

The method by which the rent must be paid:

(a) to: at: by cash or Electronic Funds Transfer (EFT), or

(b) into the following account:

Account Name: **Valley Estate Agents** Bank: **Macquarie Bank**

BSB: **182-222** Account No.: **3038 41852** Payment Reference: **321203829**

or any other account nominated by the landlord; or

~~(c) as follows:~~

Note. The Landlord or Landlord's Agent must permit the Tenant to pay the rent by at least one means for which the Tenant does not incur a cost (other than bank fees or other account fees usually payable for the Tenant's transactions) (see Clause 4.1) and that is reasonably available to the Tenant.

RENTAL BOND *(Cross out if there is not going to be a bond)*

A rental bond of \$ must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- the landlord or another person, or
- the landlord's agent, or
- NSW Fair Trading through Rental Bonds 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 **1** persons may ordinarily live in the Premises at any one time.

~~Other people who will ordinarily live at the premises may be listed here: (cross out if not needed)~~

URGENT REPAIRS

Nominated tradespeople for urgent repairs:

Electrical Repairs: **KGB Electrical - Greg Brown** Phone: **0432 782 844**

Plumbing Repairs: **Hunter Valley Plumbing** Phone: **0401 140 555**

Building Repairs: Phone:

Other Repairs: **Valley Estate Agents After Hours (First Option)** Phone: **0418 798 694**

Initial

PS

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 alarm Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? Yes No

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

.....
 If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? Yes No

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

.....
 If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? Yes No

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No

If 'yes', see Clauses 38 and 39

GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]

[Cross out if not applicable]

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

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

Landlord

Does the landlord give express consent to the electronic service of notices and documents? Yes No If yes, see clause 50.

Email Address: valleyestateagents@email.propertyme.com.

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

Tenant

Does the tenant give express consent to the electronic service of notices and documents? Yes No If yes, see clause 50.

Email Address: _____

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

CONDITION REPORT

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

If this Agreement is for premises already occupied by the tenant under a previous agreement, **the landlord and tenant agree** that the condition report, prepared for a tenancy agreement dated 14 / 02 / 2025 and entered into by the tenant, applies to this Agreement.

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.

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STANDARD TERMS OF AGREEMENT

RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

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

RENT

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

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

RENT INCREASES

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

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

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. **The landlord and the tenant agree:**
- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
- 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 8.2 cease to be lawfully usable as a residence, or
- 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. **The landlord agrees** to pay:
- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.
- Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

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

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

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

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

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

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

13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.**POSSESSION OF THE PREMISES****14. The landlord agrees:**

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

TENANT'S RIGHT TO QUIET ENJOYMENT**15. The landlord agrees:**

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

USE OF THE PREMISES BY TENANT**16. The tenant agrees:**

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

17. The tenant agrees:

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

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

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

30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

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

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

LOCKS AND SECURITY DEVICES

32. The landlord agrees:

32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. The tenant agrees:

33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

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- 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 if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

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

41. **The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. **The landlord agrees to:**

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

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

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

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

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

43. **The tenant agrees:**

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019*.

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

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

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

SWIMMING POOLS

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

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

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

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

~~46.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

~~46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

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

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

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

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

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

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

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

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

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

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

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

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

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

~~53. The landlord agrees that the tenant may keep the following animal on the residential premises [specify the breed, size etc].~~

NO PETS ALLOWED

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~~54. The tenant agrees:~~

~~54.1 to supervise and keep the animal within the premises, and~~

~~54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and~~

~~54.3 to ensure that the animal is registered and micro-chipped if required under law, and~~

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~~54.4 to comply with any council requirements.~~

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

~~56.1 The tenant agrees:~~

- ~~(a) to have the residential premises fumigated, at the tenant's own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy.~~
- ~~(b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.~~
- ~~(c) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy.~~
- ~~(d) when requested, to provide written evidence of compliance with Clauses 55, 56.1(a) and 56.1(b) to the landlord/landlord's agent.~~

~~56.2 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.~~

ADDITIONAL TERM - CONDITION REPORT

- 57. Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.
- 57.1 The condition report will form part of and be included in this agreement.
- 57.2 The tenant acknowledges that prior to signing this agreement, the tenant was provided with two physical copies (or one electronic copy) of any applicable condition report required to be provided to the tenant under the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - INSPECTIONS

- 58.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.
- 58.2 Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

ADDITIONAL TERM - CARE AND USE OF PREMISES

- 59. The tenant agrees, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:
- 59.1 they must only use the premises as their place of residence. Should the tenant wish to use the premises for a purpose other than or in addition to their place of residence (including but not limited to sub-letting), the tenant must first make a request in writing to the landlord. Any consent will be at the absolute discretion of the landlord, and if granted, must be in writing and may be subject to additional terms.
- 59.2 to not paint, mark, affix posters, use nails, screws or adhesives, or in any way deface the premises (whether internally or externally) without first obtaining the prior written consent of the landlord.
- 59.3 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.
- 59.4 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.
- 59.5 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 59.6 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
- 59.7 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- 59.8 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
- 59.9 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
- 59.10 where a water efficiency device is installed on the premises, not to remove, modify, tamper with, or damage in any way (whether directly or indirectly) such device.
- 59.11 not to affix any television antenna to the premises.
- 59.12 not to maliciously or negligently damage the premises or any part of the premises.
- 59.13 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.
- 59.14 at the commencement of the tenancy, the Landlord has provided the premises with all light bulbs, LED lights and fluorescent tubes in good working order. The Tenant will promptly replace, at the Tenant's cost, blown or damaged light bulbs, LED lights or fluorescent tubes (and starters, if required) and ensure all are in a working condition at the end of the tenancy. Where damage has been occasioned by the Landlord or its Agent, it shall be the Landlord's responsibility to replace such damaged equipment.
- 59.15 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.
- 59.16 to notify the landlord of any infectious disease at the premises.

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59.17 where, for the purposes of Clause 43.1 of this agreement, the tenant becomes aware or suspects that any smoke alarm (or similar device) present in the residential premises is faulty, to promptly notify the landlord/landlord's agent.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 45 is deleted this clause is not applicable.

60. Swimming Pool Safety and Maintenance

60.1 At the commencement of the tenancy, the landlord will:

- (a) ~~handover the pool in a condition that is safe for use~~
- (b) ~~provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.~~

60.2 During the term of the tenancy:

- (a) ~~the tenant must comply with all safety requirements of the Swimming Pools Act 1992 in particular ensure:~~
 - (1) ~~child restraint barriers are in place and properly maintained;~~
 - (2) ~~access gates and doors are securely closed at all times;~~
 - (3) ~~at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool;~~
 - (4) ~~at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.~~
- (b) ~~where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.~~
- (c) ~~the tenant is responsible for general maintenance including:~~
 - (1) ~~regular cleaning of filter baskets~~
 - (2) ~~maintaining required water levels~~
 - (3) ~~removing vegetation and other rubbish from the pool~~
 - (4) ~~maintaining the pool water condition~~
 - (5) ~~regular pool services~~
 - (6) ~~payment of costs for all required pool chemicals~~
 - (7) ~~advising the landlord or the agent immediately of any pool related problem.~~

60.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:

- (a) ~~opportunity to inspect the pool; and/or~~
- (b) ~~a pool condition report completed by a professional pool service company.~~

~~The tenant is to return the pool in good order and condition as at the beginning of the tenancy.~~

60.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations.

60.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.

ADDITIONAL TERM - RENTAL BOND

61. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

ADDITIONAL TERM - TERMINATION

- 62. On termination or expiration of the term **the tenant agrees:**
 - (a) to deliver vacant possession in accordance with the termination notice; and
 - (b) to deliver up all keys and security devices; and
 - (c) to advise as soon as possible of the tenants contact address.
- 63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.
- 64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date:
 - (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
 - (b) the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
 - (c) the parties are not relieved from their obligations to mitigate any loss on termination; and
 - (d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.
- 65.1 Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement, the *Residential Tenancies Act 2010* or any other applicable law.
- 65.2 Where the tenancy is at an end and the tenant does not vacate the premises, the landlord is entitled to and expressly reserves the right to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

ADDITIONAL TERM - END OF TERM OR OCCUPANCY

- 66. The tenant will on vacating the premises:
 - (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
 - (b) At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
 - (c) Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
 - (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
 - (e) Leave the premises (including the grounds) in a neat and tidy condition.
 - (f) Fumigate as reasonably required if pets have been on the premises.
 - (g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (c) and (f) to the landlord/landlord's agent on or before vacating.
 - (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

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ADDITIONAL TERM - OCCUPANTS

67. Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - TELECOMMUNICATION SERVICES

68. On termination **the tenant agrees** to leave telecommunication services (for example telephone, internet, television or cable) and associated hardware, fittings and fixtures, in the same condition as at the start of the tenancy, and ensure (if required) the services continue, are transferred or terminated (as the landlord/agent may direct).

69. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services and associated hardware, fixtures and fittings to the premises.

70. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of any hardware, fixtures and fittings in the premises relating to such services.

ADDITIONAL TERM - STATUTES AND BY-LAWS

71. The tenant will at all times comply with all applicable statutes, orders, regulations, by-laws (including by-laws referred to in Clauses 38 and 39 if applicable) and management statements relating to the premises including health and safety, noise or the tenant's occupation of the premises generally.

ADDITIONAL TERM - INSURANCE

72. The landlord is not responsible for insuring the tenant's own property.

73. **The tenant agrees** not to, by act or omission, either directly or indirectly, do anything which would:

- (a) cause any increase in the premium of any insurance the landlord may have over the premises (or their contents); or
- (b) cause or expose the landlord to any claim on any such insurance policy; or
- (c) cause any such insurance policy to be invalidated.

ADDITIONAL TERM - RENT INCREASE DURING THE TERM

74.1 In the case of a fixed term agreement of less than 2 years the landlord and tenant agree, if a rent increase is stated in the rent/rent increase item on the second page of this agreement only then may the rent be increased during the term and such increase shall be as set out in the rent/rent increase item on the second page of this agreement.

74.2 In the case of a fixed term agreement of 2 years or more the landlord and the tenant agree, rent payable during the term may only be increased once in any period of 12 months and where the tenant has been given at least 60 days written notice before the increased rent is payable specifying the increased rent and the day from which it is payable.

ADDITIONAL TERM - PRIVACY

75. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.

(b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.

(c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:

- (1) the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or
- (2) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
- (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
- (4) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
- (5) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
- (6) a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
- (7) Owners Corporations.

(d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.

(e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.

(f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.

(g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

ADDITIONAL TERM - DATA COLLECTION

76. Upon signing this agreement the parties agree the landlord's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this agreement.

ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

77. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.

(b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:

- (1) by delivering it to the party personally; or

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- (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
 - (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or
 - (4) by email, where the party has given express consent in accordance with clause 50; or
 - (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
 - (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
 - (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
 - (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
 - (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
 - (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

NOTES

1. DEFINITIONS

In this agreement:

- (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) **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.
- (4) **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.
- (5) **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*.

- (6) **personal information** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) **rental bond** means money paid by the tenant as security to carry out this agreement.
- (9) **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.
- (10) **tenancy** means the right to occupy residential premises under this agreement.
- (11) **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. CONTINUATION OF TENANCY (if fixed term agreement)

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

3. ENDING A FIXED TERM AGREEMENT

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

4. ENDING A PERIODIC AGREEMENT

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

5. OTHER GROUNDS FOR ENDING AGREEMENT

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

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

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

6. WARNING

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

OTHER ADDITIONAL TERMS

Additional Terms to this Agreement where inserted at the direction of either party were prepared by that party or an Australian Legal Practitioner under instruction from the party and not from the Agent. No warranty is given by the Agent with respect to such Additional Terms. Legal advice should be sought.

Refer Addendum A (Item A1)

SIGNATURES

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: Date: 13 February 2025
/ /
(Signature of landlord or landlord's agent on behalf of the landlord)

LANDLORD INFORMATION STATEMENT

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

SIGNED BY THE LANDLORD: Date: 13 February 2025
/ /
(Signature of landlord or landlord's agent on behalf of the landlord)

Note. May only be signed by the Landlord's Agent where the Landlord has first provided a signed Landlord's Information Statement Acknowledgement.

SIGNED BY THE TENANT: Date: 13 February 2025
/ /
(Signature of tenant)

SIGNED BY THE TENANT (2): Date: / /
(Signature of tenant 2)

SIGNED BY THE TENANT (3): Date: / /
(Signature of tenant 3)

SIGNED BY THE TENANT (4): Date: / /
(Signature of tenant 4)

TENANT INFORMATION STATEMENT

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

SIGNED BY THE TENANT/S: Date: 13 February 2025
/ /
(Signature of tenants)

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

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

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Addendum A

A1. Other Additional Terms

Water Usage Charges

The Tenant agrees that if the property is separately metered for water usage and meets water efficiency standards at any time throughout the tenancy, they will begin paying for water usage starting from the compliance date as outlined in the lease agreement.

Contact Details

The Tenant agrees to promptly update any changes to their contact information, such as mobile number, email, or postal address. Failure to do so may result in missed communication.

Routine Inspections

The Tenant agrees to receive all inspection notices through email. If email is not available, notices will be sent by mail. If you cannot attend, we will use our office key to gain access. If you wish to be present for your inspection, you must adjust your schedule accordingly to be in attendance. Inspection times cannot be rescheduled. The Tenant also consents to photographs being taken for inclusion in a report intended for the Landlord.

Alterations

The Tenant agrees to not to make any alterations to the premises without the Landlords permission. This includes that the Tenant is not to fix anything to the walls (eg: Hooks, pins, nails, stickers, tape, LED strip lights). Any damages caused by alterations are the responsibility of the Tenant to repair. The Tenant will be asked to remove/rectify any unapproved alterations.

NBN/Internet/Phone/Pay TV Connection

The Tenant agrees that the availability of technology-related services, such as the internet, NBN, telephone, fax, and pay TV, is solely the responsibility of the Tenant to investigate before signing the Residential Tenancy Agreement. The Landlord is not obligated to provide these services. The Tenant agrees that if the property does not currently have these services connected, they will obtain the Landlord's permission before installing such services. At the end of the tenancy, the Tenant will not remove the connection without the Landlords' approval.

Repairs & Maintenance

The Tenant agrees to promptly notify the office of any repair or maintenance issues as they occur. Notifications can be made through the PropertyMe App or via email. The sole exception to this rule pertains to emergency repairs, which must be reported immediately via phone call to the office. After necessary maintenance is completed, the Tenant will inform the agent if, in the Tenant's opinion, the work is unsatisfactory or unfinished.

The Tenant agrees that if a tradesperson is sent to repair an issue at the property and it is determined that the problem was caused by the Tenant or their belongings, the Tenant will be responsible for any resulting invoices.

Garden Maintenance

The Tenant agrees to maintain all lawn and garden areas on a regular basis, this includes mowing, watering, weeding, pruning, and pest control. All garden waste must be removed from the premises. The Tenant also agrees to repair/replace any damaged turf caused by pets.

Pest Control

The Tenant agrees to be responsible for the prevention and control of general pests, including but not limited to cockroaches, ants, spiders, lawn grubs, and other similar pests. The Tenant shall promptly notify the Landlord of any pest infestations requiring professional extermination beyond routine maintenance. The Tenant shall maintain the cleanliness of the premises and take necessary preventive measures to minimise pest infestations. The Landlord reserves the right to arrange and charge for pest control services if deemed necessary due to the Tenant's negligence or failure to adhere to these responsibilities

Cleaning

The Tenant agrees to consistently clean all parts of the property and, when necessary, follow the manufacturer or Landlord's cleaning instructions.

Proper Use of Toilet Facilities

The Tenant agrees to only flush toilet paper, human waste (urine and feces) down the toilet. The disposal of any other items, including but not limited to sanitary products, wipes, tissues, paper towels, food, and other foreign objects, is strictly prohibited. Any blockages or damage resulting from the improper use of toilet facilities will be the Tenant's responsibility, including the costs of repairs or plumbing services.

Remember: Only paper, pee, and poo go down the loo!

Smoking

The Tenant agrees not to smoke or allow smoking inside the property, including the garage. If smoking occurs, the Tenants will be responsible for professionally cleaning all affected surfaces.

Carpet

In the event of a carpet stain, the Tenant agrees to promptly clean it to prevent permanent staining. The Tenant agrees to place protective mats underneath any office chairs in carpeted rooms to prevent damage to the carpet.

Mould & Mildew

The Tenant agrees to ensure regular ventilation of the property by opening windows or doors. If mould or mildew occurs due to the Tenant's lifestyle choices or normal factors such as showering or condensation, the Tenant agrees to promptly address and clean it.

Potted Plants

The Tenant agrees to place protective plates or saucers under potted plants situated on any indoor or outdoor surface.

Air Conditioning Filters & Exhaust Fans

The Tenant agrees to maintain regular cleaning of the air conditioner filters including ducted air conditioner filters, range hood filters, ceiling fans, and exhaust fans.

Pet Approval

Where the Tenant is allowed under the lease agreement to have pets on the property, they agree that these pets will not enter any indoor areas of the premises. Upon vacating the property, the Tenant agrees to arrange for professional flea spraying both inside and outside the premises, as well as professional cleaning of the carpets, an invoice must be provided as evidence that the work has been completed. The Tenant agrees to repair any damage caused by the pet (EG: Scratched glass doors, damaged turf, torn fly screens,

Addendum A (continued)

chewed fittings ect)

Pets Security

The Tenant agrees that the security and safety of any pets kept on the premises are solely their responsibility, including but not limited to ensuring that the pets do not pose a threat to other Tenants, neighbours, or property. It is the Tenant's responsibility to ensure that the pet is not able to escape when the agents attend for routine inspections. Additionally, any unfriendly pets should either be secured or absent from the home during inspections.

Inflatable Swimming Pools and Spa Pools

The Tenant agrees not to construct or utilise on the property any inflatable swimming pool or spa pool capable of holding water deeper than 300mm. These pools are categorised as swimming pools under the Swimming Pools Act 1992 and require compliant pool fencing or barriers.

Garages

The Tenant agrees that the garage/sheds on the property will be primarily used for parking a motor vehicle only. In the event of an oil leak from the Tenant's vehicle, they agree to use a protective barrier underneath to prevent staining on the floor or driveway.

Vehicles

The Tenant agrees not to park or store vehicles, including trailers, in areas not designated for parking. No unregistered cars, tires, or parts are to be left in an untidy manner on the property. Tenants must not park on the grass at any time and must ensure that council land is clear of any vehicles. The Tenant agrees not to park on or obstruct any shared driveways.

Keys & Security

The Tenant agrees that they are responsible for the security of the property. The Tenant is accountable for replacing any lost keys or locking devices; if replacement isn't feasible, the Tenant may need to arrange for the lock or locking device to be changed. Any duplicate keys must be returned when vacating the property. In the event that the Tenant becomes locked out of the premises, the tenant can make arrangements to borrow the office set of keys. The agent does not guarantee that keys for all locks are available. If the tenant is unable to arrange collection of the office keys, they will be responsible for the cost of a locksmith.

Break In

The Tenant agrees to promptly notify the police in case of a break-in and obtain a police report number. Subsequently, the Tenant must inform the agent about the incident and provide the report number.

Insurance

The Tenant agrees to obtain contents insurance if they wish to insure their belongings, as the Landlord's insurance does not cover personal belongings of the Tenant.

Appliance Manuals

The Tenant agrees to leave any/all operation manuals at the property upon vacating.

Tenancy Database

The Tenant agrees that in the event of breaching the Residential Tenancy Agreement, resulting in an amount owed to the Landlord exceeding the rental bond, or if the NSW Civil

& Administrative Tribunal makes a ruling in favour of the Landlord, the Landlord reserves the right to record the Tenant's personal information in a Tenancy database such as TICA.