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# Contract for the sale and purchase of land 2026 edition

| TERM | MEANING OF TERM | NSW DAN: |
|---|---|---|
| vendor's agent | **JRE Property**<br>**2 Warburton Street, Gymea NSW 2227** | **Phone: 9540 2222**<br>**Agent: Trent Jeffree** |
| co-agent | | |
| vendor | **MLF Properties Pty Limited** | |
| vendor's solicitor | **Harding Conveyancing Pty Ltd**<br>**99 Coonong Road Gymea Bay NSW 2227** | **Phone: 0432 404 521**<br>**Email: donna@hardingconveyancing.com.au** |
| date for completion | **42nd day after the contract date (clause 15)** | |
| land (address, plan details and title reference) | **40/36 Wandella Road, Miranda NSW 2228**<br>**Lot 14 in Strata Plan 62842 being folio identifier 14/SP62842** | |
| | ☐ VACANT POSSESSION ☒ subject to existing tenancies | |
| improvements | ☐ HOUSE ☒ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space<br>☐ none ☐ other: | |
| attached copies | documents in the List of Documents as marked or numbered:<br>other documents: | |

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

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

exclusions

purchaser

purchaser's solicitor

price $

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

balance $

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

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

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

buyer's agent

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

**SIGNING PAGE**

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| **VENDOR** | **PURCHASER** |
|---|---|
| **Signed** by<br><br>_____<br>Vendor<br><br>_____<br>Vendor | **Signed** by<br><br>_____<br>Purchaser<br><br>_____<br>Purchaser |

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

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**Choices**

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

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

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

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

**Land tax** is adjustable ☒ NO ☐ yes
**GST**: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☒ NO ☐ yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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**List of Documents**

**General**

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location print)
- ☒ 9 sewer lines location diagram (sewer service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☐ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

**Home Building Act 1989**

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

**Swimming Pools Act 1992**

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

**Strata or community title (clause 23 of the contract)**

- ☒ 33 property certificate for strata common property
- ☒ 34 plan creating strata common property
- ☒ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to off the plan contract

**Other**

- ☐ 61

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

Jameson & Associates
info@jamesons.com.au
02 8969 3300
PO Box 547, Surry Hills NSW 2010

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**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.**

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## Cooling off period (purchaser's rights)

**1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.

**2** EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

**3** There is NO COOLING OFF PERIOD—

(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or

(b) if the property is sold by public auction, or

(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or

(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.

**4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.

**5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

## DISPUTES

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

## AUCTIONS

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

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## WARNINGS

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

| | |
|---|---|
| **Australian Taxation Office** | **Local Council** |
| **County Council** | **Local Land Services** |
| **Department of Education** | **NSW Fair Trading** |
| **Department of Planning, Housing and Infrastructure** | **NSW Public Works** |
| | **Owner of adjoining land** |
| **Department of Primary Industries and Regional Development** | **Privacy** |
| | **Subsidence Advisory NSW** |
| **Electricity, gas and telecommunications** | **Transport agencies** |
| **Homes NSW** | **Water, sewerage or drainage authority** |

**If you think that any of these matters affects the property, tell your solicitor.**

**2.** **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

**3.** **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

**4.** **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

**5.** **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

**6.** **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

**7.** **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

**8.** **The purchaser should arrange insurance as appropriate.**

**9.** **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

**10.** **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

**11.** **The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

**12.** **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.**

**13** **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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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 –

| | |
|---|---|
| *adjustment date* | the earlier of the giving of possession to the purchaser or completion; |
| *adjustment figures* | details of the adjustments to be made to the price under clause 14; |
| *authorised Subscriber* | a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8; |
| *bank* | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| *business day* | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| *cheque* | a cheque that is not postdated or stale; |
| *clearance certificate* | a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion; |
| *completion time* | the time of day at which completion is to occur; |
| *deposit-bond* | a deposit bond or guarantee with each of the following approved by the vendor –<br>● the issuer;<br>● the expiry date (if any); and<br>● the amount; |
| *depositholder* | vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent); |
| *discharging mortgagee* | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser; |
| *document of title* | document relevant to the title or the passing of title; |
| *ECNL* | the Electronic Conveyancing National Law (NSW); |
| *electronic document* | a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*; |
| *electronic transaction* | a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*; |
| *electronic transfer* | a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*; |
| *FRCGW percentage* | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025); |
| *FRCGW remittance* | a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*; |
| *GST Act* | A New Tax System (Goods and Services Tax) Act 1999; |
| *GST rate* | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| *GSTRW payment* | a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*); |
| *GSTRW rate* | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not); |
| *incoming mortgagee* | any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;* |
| *legislation* | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| *manual transaction* | a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*; |
| *normally* | subject to any other provision of this contract; |
| *participation rules* | the participation rules as determined by the *ECNL;* |
| *party* | each of the vendor and the purchaser; |
| *property* | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| *planning agreement* | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;* |
| *populate* | to complete data fields in the *Electronic Workspace*; |

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| | |
|---|---|
| *requisition* | an objection, question or requisition (but the term does not include a claim); |
| *rescind* | rescind this contract from the beginning; |
| *serve* | serve in writing on the other *party*; |
| *settlement cheque* | an unendorsed *cheque* made payable to the person to be paid and –<br>● issued by a *bank* and drawn on itself; or<br>● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*; |
| *solicitor* | in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*; |
| *TA Act* | Taxation Administration Act 1953; |
| *terminate* | terminate this contract for breach; |
| *title data* | the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*; |
| *variation* | a variation made under s14-235 of Schedule 1 to the *TA Act*; |
| *within* | in relation to a period, at any time before or during the period; and |
| *work order* | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018). |

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

**2 Deposit and other payments before completion**

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

**3 Deposit-bond**

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

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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*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

**5 Requisitions**

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

**6 Error or misdescription**

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

**7 Claims by purchaser**

*Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

**8 Vendor's rights and obligations**

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

**9 Purchaser's default**

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

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

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

**11 Compliance with work orders**

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

**12 Certificates and inspections**

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

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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**13 Goods and services tax (GST)**

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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**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).

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**18 Possession before completion**

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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

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

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

**23 Strata or community title**
**● Definitions and modifications**
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
**● Adjustments and liability for expenses**
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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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.

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

**25 Qualified title, limited title and old system title**

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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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.

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**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.

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## ADDITIONAL SPECIAL CONDITIONS FORMING PART OF THIS CONTRACT

**These are the Special Conditions to the contract for the sale of land. In the event there is an inconsistency between the printed form of contract and these Special Conditions, these Special Conditions prevail.**

### 1. Amendments to the Printed Clauses of the Contract for Sale of Land 2026:

a) Clause 7.1.1reduce 5% to 1%,

b) Clause 7.2.1: reduce 10% to 1%

c) Clause 14.4.2 is deleted.

d) Clause 18 is amended by inserting at its end: 'The purchaser cannot make a claim, objection, requisition or delay completion after entering into possession of the property.'

e) Clauses 23.13, 23.14 and 23.15 are deleted when the property is within a 2 lot strata scheme.

### 2. Real Estate Agent

The purchaser warrants that they were not introduced to the property or the vendor by any real estate agent other than the vendor's agent named herein nor was any other agent or person the effective cause of the sale. The purchaser indemnifies the vendor and keeps the vendor indemnified against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This clause shall not merge on completion of this Contract.

### 3. Faults and defects

The purchaser acknowledges that they are purchasing the property and its improvements:

a) in its present condition and state of repair including whether or not any fixture, fitting or inclusion is functioning or not;

b) subject to all faults and defects both hidden and apparent;

c) subject to fair wear and tear as provided in clause 10.1.4;

d) subject to any holes left as a result of removal of wall hangings and/or brackets;

e) subject to existing keys and remotes held by the vendor for locks located on/within the property, and the Purchaser is aware that the Vendor may not hold keys to every lock at the Property;

f) subject to the location (if any) of debris, rocks, concrete rubble, bricks, pavers, timbers, pipes and the like which may be located under the improvements;

g) subject to any infestations and dilapidation;

h) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;

i) subject to any non-compliance with the Local Government Act or any Ordinance under that Act in respect of any building on the land including in regard to distance from boundaries, walls, eaves or gutters of the improvements on the property;

j) subject to any encroachments by or upon the property;

k) subject to any rainwater downpipe being connected to the sewer;

l) subject to any failure to comply with the Swimming Pools Act 1992 (NSW).

The purchaser acknowledges that:

m) they purchase the property relying on their own inspection, knowledge and enquiries and do not rely on any warranties, promises or representations verbal or otherwise, made to him by or on behalf of the vendor, except as expressed in this contract. The purchaser cannot make a claim or requisition or rescind or terminate in this regard.

n) The vendor is not responsible for any loss or damage (other than loss or damage due to the negligence of the vendor), mechanical breakdown or reasonable wear and tear occurring after the date of this Contract to the inclusions.

o) The parties agree that the risk in respect of damage to the Property passes to the Purchaser on the earlier of the Purchaser taking possession of the Property or on Completion.

**4. Incapacity**

If before completion, either party (or any person comprising that party):

a) dies or loses legal capacity, then either party may rescind this contract by written notice to the other party's conveyancer/solicitor and the provisions of clause 19 will apply; or

b) if the purchaser is declared bankrupt or enters into any scheme or makes any assignment for the benefit of creditors or if any person comprising that party is a company and that party resolves to go into liquidation or has a summons or application for its winding up presented or enters into any scheme or arrangement with its creditors or has a liquidator, provisional liquidator or receiver, receiver and manager, administrator or official manager appointed, that party is in default under this contract.

**5. Notice to Complete**

If this contract is not completed on the completion date by the time specified in this contract:

a) The vendor and purchaser agree that any notice to complete given by one party to the other ("the defaulting party") under this contract shall be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

b) The party serving a notice under this clause can withdraw that notice and subsequently serve a further notice instead of that notice.

c) In the event that the Vendor issues a notice to complete, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase moneys and any other moneys payable to the vendor, the sum of $330.00 (inclusive of GST) to cover legal costs and other expenses incurred as a consequence of the vendor issuing a notice to complete and, as a genuine pre-estimate of those additional expenses.

**6. Late completion**

a) If the price or any part of the price is not paid by the purchaser to the vendor on the completion date, it is an essential term of this contract that the Purchaser shall pay the Vendor on completion in addition to the balance of the purchase money, interest on the balance of the purchase money calculated at the rate of ten (10) percent per annum calculated at a daily rate from the due date for completion to the actual date of completion (that period to include the completion date) plus $330.00 including GST being legal fees incurred as a result of the delayed completion. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings and additional conveyancing expenses.

b) The purchaser does not have to pay interest or the fee during any period that completion does not occur only because the vendor is unable or unwilling to complete.

c) The purchaser cannot require the vendor to complete unless interest and vendors' costs payable under clause 6(a) is paid to the vendor on completion.

**7. Deposit by instalments**

If the vendor at the date of this Contract agrees that the deposit may be paid by instalments, then notwithstanding any other provision of this Contract, the Purchaser acknowledges that the deposit payable is ten percent (10%) of the purchase price and will pay the deposit by the following instalments:

a) The sum equivalent to 5% of the contract price on or before the date of the contract; and

b) The remaining 5% (the balance) on the completion date or upon default by the purchaser of the terms of this agreement, whichever shall first occur, with the intention that if the Purchaser is to forfeit the deposit, then the Vendor shall receive 10% of the purchase price.

c) The purchaser acknowledges that if this clause is applicable to this contract:

i. It is for the sole benefit of the purchaser; and

ii. If the balance becomes payable as a consequent of its default:

this does not constitute a penalty under this contract and is the balance of the deposit that the vendor would have otherwise been entitled to pursuant to clause 9 had the vendor insisted on receiving the full deposit from the purchaser on the contract date, and the balance is immediately payable by the purchaser to the vendor and is payable despite this contract being terminated.

**8. No warranty by vendor as to use of property**

a) The vendor gives no warranty as to the use to which the property may be put. The purchaser must satisfy itself in this regard.

b) The purchaser will be deemed to have entered into this Contract with full knowledge of and subject to any prohibition or restriction upon the use of the property, whether under any Act, Ordinance, Regulation, By-law, Town Planning Scheme or otherwise.

c) If the use to which the vendor has put the property is permissible only with the consent of any authority as referred to in 8.2, the purchaser must obtain consent at the purchaser's own expense.

d) Completion of this Contract will not be conditional or dependent upon any matter referred to in this clause.

**9. Release of deposit prior to settlement**

If the vendor (or any one of the vendors) requires the deposit or any part of it for:

a) The deposit on a purchase of property;

b) Payment of stamp duty on a purchase of property; or

c) Payment of a deposit/in-going contribution for a retirement village/nursing home,

Then the deposit or such part as is required will be released to the Vendor upon the Vendor making a written request to the deposit holder.

This Contract is sufficient evidence of authority from the Purchaser to the deposit holder for the release of the deposit or any part of it to the Vendor in accordance with this clause.

The vendor warrants that the deposit will not be further released.

**10. Release of deposit for settlement**

Should the vendor require the use of the deposit on settlement in order to settle this matter or any simultaneous purchase or sale, the purchaser grants permission for the deposit to be released and transferred into the PEXA source account (or Trust account) within the workspace of the subject matter. The PEXA source account must be created by the purchaser's solicitor/conveyancer and account details provided to us no later than the latter of 3 days prior to settlement or 24 hours from the notice from the vendor that that the deposit is required. The vendor shall not be liable for any costs for the purchaser to comply with this condition.

**11. Sewerage Service Location Print and Sewerage Service Diagram**

a) The sewerage service location print and the sewerage service diagram ("diagrams") annexed to the Contract are the only documents available from the local water authority in the ordinary course of administration.

b) The purchaser acknowledges and agrees that the vendor is not required to provide any further information or documentation in relation to the said diagrams and the purchaser cannot raise any requisition, rescind or terminate the Contract or make a claim or delay completion in relation thereto.

**12. Foreign Investment Review Board Approval**

The purchaser warrants that it does not require Foreign Investment Review Board Approval to enter into this agreement. The purchaser indemnifies the vendor in respect of any loss, damage, penalty, fine or legal costs which the vendor incurs as a consequence of a breach of this warranty and of standard clause 22.1 including any loss by way of forfeiture of deposit, or damages otherwise suffered by the vendor through consequential default on the vendor's purchase of another property. This clause shall not merge on completion.

**13. Deposit – Cooling off period**

If a cooling off period applies to this contract, the purchaser may pay the 10% deposit to the stakeholder in two instalments as follows:

a) On or before the date of this contract 0.25% of the agreed purchase price; and

b) In the event of the purchaser proceeding with the purchase on or before 5.00pm on the fifth business day after the date of this contract a further 9.75% of the agreed purchase price.

**14. Electronic Signatures**

a) The parties agree to accept, for the purposes of electronic exchange of contracts, signature by either the vendor or purchaser which are DocuSign, photocopy or any other form of electronic signatures.

b) The parties agree that they shall not make a requisition, objection, clam or delay completion due to the matter of execution of this contract as at the exchange date.

**15. Requisitions**

The purchaser acknowledges and agrees that the only form of general requisitions on title that the purchaser shall be entitled to raise pursuant to clause 5.1 hereof shall be in the form of requisitions on title that are annexed to this contract.

**16. Special levies**

This clause applies only if the land (or part of it) s a lot in a Strata, Neighbourhood or Community Scheme.

a) Notwithstanding any other provision of this Contract, the Vendor and the Purchaser covenant and agree that if a contribution is not a regular periodic contribution and irrespective of whether or not it is disclosed in this contract, the Vendor is liable for it if it is payable before the date of he Contract and the Purchaser is liable for it if it is payable on or after the date of the Contract. If it is payable by instalments, then the Vendor is liable for all/any instalments payable prior to the date of the Contract and the Purchaser is liable for all/any instalments payable on or after the date of the Contract.

b) The Purchaser warrants that it has inspected the books and records of the Owners Corporation prior to the date of this Contract, and is aware of any matter in relation to the building that would justify the making of any upgrading or demolition order and/or a proposed special levy;

c) Clause 23.5.2 is amended by the deletion of the words “but is disclosed in this contract”;

d) Clause 23.6 is amended by the deletion of the words “and is not disclosed in this contract”;

e) Clauses 23.6.1 and 23.6.2 are deleted in their entirety; and

f) Clause 23.9.1 is deleted.

**17. Residential Tenancy**

a) This clause shall apply if the contract states that the property will be sold with existing tenancy.

b) The Purchaser shall not make any objection, requisition or claim for compensation or to terminate or rescind or attempt to terminate or rescind this contract if the tenant vacate the property prior to completion:

i. Due to the expiration of the residential tenancy agreement;

ii. Following lawful termination of the tenancy agreement by the tenant or by the vendor (as landlord);

iii. By abandoning the property in repudiation of the tenancy agreement.

**18. Guarantee for corporate purchaser**

Where the purchaser is a company, it must on entering into this contract procure from the director/s of the company, a guarantee of the performance of the purchaser under this contract. The guarantee must be given by the guarantors in the form of the guarantee annexed to this contract.

**19. Anti-Money laundering**

The Purchaser warrants that the Purchaser's entry into the contract and all thins to be done by the Purchaser as a result of, or in order to complete the Contract does not and will not contravene the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

**20. Order on the agent**

The Purchaser's Solicitor/conveyancer must either provide by email or upload the Purchaser's order on the Agent to the Files tab of PEXA before the Vendor's Conveyancer will sign off ready for settlement.

**21. Settlement Adjustment figures**

The Purchaser's Solicitor/conveyancer must provide settlement adjustment figures and rates notices to the vendor's conveyancer 5 business days prior to Completion. If not provided prior to 5 days before Completion the purchaser will pay an additional cost to the vendor's conveyancer of $150.00 including GST at settlement.

**Directors' Guarantee**

In consideration of the vendor contracting with the corporate purchaser, the guarantors guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatsoever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor. This is an essential provision of the Contract.

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|---|---|
| …….. | …… |
| Signature Director (guarantor) | Signature Director (guarantor) |
| …… | …….. |
| Director (guarantor) name | Director (guarantor) name |

# RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

**Vendor:**

**Property:**

**Purchaser:**

**Dated:**

---

**Title**

1. Are there any proceedings pending or concluded that could result in the recording of any writ on title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
2. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the P*ersonal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

**Survey and building**

3. Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
4. Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
5. Has the vendor a Final Occupation Certificate? If so, it should be handed over on completion.
6. In respect of any residential building work carried out in the last 7 years:
   a) identify the building work carried out;
   b) When was the building work completed?
   c) state the builder's name and licence number:
   d) provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).

**Boundary Fences**

7. Is the vendor aware of any dispute regarding boundary fences or dividing fences or party walls?
8. Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?

**Affectations/Benefits**

9. Has the vendor any notice or knowledge that the Property is affected by the following:
   a) any resumption or acquisition or proposed resumption or acquisition?
   b) Any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

**Strata**

a) Has the initial period expired?
b) If there is any applications or orders under Chapter 5 of the Act, please provide details.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 14/SP62842

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 17/8/2026 | 11:43 AM | 8 | 13/7/2022 |

LAND

LOT 14 IN STRATA PLAN 62842
AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

MLF PROPERTIES PTY LIMITED (T AJ630175)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP62842

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

HARDING-Kate-26107 PRINTED ON 17/8/2026

*** Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title.**
**Warning: the information appearing under notations has not been formally recorded in the Register.**
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**Date and Time of Search: Mon Aug 17 11:43:37 2026**
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**704/60 Park Street Sydney NSW 2000**
**Ph: 02 92615211 | www.hazlett.com.au**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP62842

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 17/8/2026 | 11:45 AM | 28 | 25/11/2025 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 62842
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SP62842

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 62842
ADDRESS FOR SERVICE OF DOCUMENTS:
C/ - NETWORK STRATA SERVICES PTY LIMITED
P. O. BOX 265,
HURSTVILLE BC
NSW 1481

SECOND SCHEDULE (7 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 INCORPORATES DEVELOPMENT LOTS 16, 17, 18 & 19
3 A571199 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
4 DP867742 RIGHT OF CARRIAGEWAY 7 WIDE AND VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 SP62842 POSITIVE COVENANT
6 AM699846 INITIAL PERIOD EXPIRED
7 AV636678 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 62842

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|---|---|---|---|---|---|---|---|
| 1 | 113 | 2 | 88 | 3 | 118 | 4 | 88 |
| 5 | 105 | 6 | 88 | 7 | 84 | 8 | 84 |
| 9 | 95 | 10 | 84 | 11 | 100 | 12 | 83 |
| 13 | 84 | 14 | 98 | 15 | 101 | 16 | SP62843 |
| 17 | SP63897 | 18 | SP64785 | 19 | SP64786 | | |

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP62842 PAGE 2

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

STRATA PLAN 62842

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|---|---|---|---|---|---|---|---|

STRATA PLAN 62843

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|---|---|---|---|---|---|---|---|
| 20 | 80 | 21 | 95 | 22 | 80 | 23 | 105 |
| 24 | 73 | 25 | 101 | 26 | 104 | 27 | 121 |
| 28 | 83 | 29 | 84 | 30 | 73 | 31 | 97 |
| 32 | 76 | 33 | 74 | 34 | 95 | 35 | 104 |
| 36 | 84 | 37 | 98 | 38 | 109 | | |

STRATA PLAN 63897

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|---|---|---|---|---|---|---|---|
| 39 | 85 | 40 | 109 | 41 | 85 | 42 | 89 |
| 43 | 105 | 44 | 85 | 45 | 98 | 46 | 93 |
| 47 | 103 | 48 | 85 | 49 | 74 | 50 | 74 |
| 51 | 74 | 52 | 73 | 53 | 95 | 54 | 73 |
| 55 | 112 | 56 | 73 | 57 | 73 | 58 | 73 |
| 59 | 94 | 60 | 76 | 61 | 74 | 62 | 73 |
| 63 | 95 | 64 | 73 | | | | |

STRATA PLAN 64785

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|---|---|---|---|---|---|---|---|
| 65 | 78 | 66 | 76 | 67 | 59 | 68 | 76 |
| 69 | 119 | 70 | 86 | 71 | 98 | 72 | 84 |
| 73 | 73 | 74 | 75 | 75 | 56 | 76 | 75 |
| 77 | 86 | 78 | 72 | 79 | 74 | 80 | 71 |
| 81 | 72 | 82 | 73 | 83 | 64 | 84 | 73 |
| 85 | 88 | 86 | 87 | 87 | 84 | 88 | 71 |
| 89 | 73 | 90 | 74 | 91 | 65 | 92 | 72 |
| 93 | 99 | 94 | 90 | 95 | 85 | 96 | 71 |

STRATA PLAN 64786

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|---|---|---|---|---|---|---|---|
| 97 | 85 | 98 | 103 | 99 | 83 | 100 | 103 |
| 101 | 73 | 102 | 84 | 103 | 72 | 104 | 97 |
| 105 | 73 | 106 | 84 | 107 | 73 | 108 | 96 |
| 109 | 73 | 110 | 84 | 111 | 75 | 112 | 96 |
| 113 | 87 | 114 | 65 | 115 | 44 | 116 | 104 |
| 117 | 83 | 118 | 85 | 119 | 44 | 120 | 101 |
| 121 | 84 | 122 | 85 | | | | |

NOTATIONS
---

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

• OFFICE USE ONLY

**COUNCIL'S CERTIFICATE**

The Council of Sutherland Shire (Name of Council) having satisfied itself that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or *Strata Schemes (Leashold Development) Act 1986 have been compiled with, approves of the proposed:

*strata plan
~~*strata plan of subdivison~~;

illustrated in the annexure to this certificate.

* The ~~strata plan~~/strata plan of subdivison is part of a development scheme. The council is satisfied that the plan is consistent with any 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 .....

* 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 (Leashold Development) Act 1986.

Date: 20/4/00

Subdivison No. STA156/2000 ~~General Manager~~ / Authorised Person
*Complete or delete if applicable

Council File No PR/0169

**SURVEYOR'S CERTIFICATE**

I, COPLAND C. LETHBRIDGE

of BEE & LETHBRIDGE PTY. LTD. P.O. BOX 330 FORESTVILLE 2087

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

(1) each applicable requirement of
* Schedule 1A to the Strata Schemes (Freehold Development) Act 1973

* 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: 4/02/2000

* Delete if inapplicable

+ State whether dealing or plan, and quote registered number.

SHEET 1 OF 7 SHEETS.

PLAN OF SUBDIVISION OF LOT 100 D.P. 867742 (E)

LGA: SUTHERLAND

Locality : MIRANDA

Parish : SUTHERLAND

County : CUMBERLAND

Reduction Ratio 1:

Lengths are in metres (m)

# SP62842

Registered: 15.5.2000

C.A: SEE CERTIFICATE

Title System: TORRENS

Purpose: STRATA PLAN

Ref. Map: U0030-71 -92

Last Plan: DP867742

Name of, and *address for service of notice on, the owner's corporation *Address required on original strata plan only.

THE OWNERS
STRATA PLAN Nº 62842
~~"THE CELERE"~~ "THE CALERE"
COR. WANDELLA & KARIMBLA ROADS
MIRANDA N.S.W. 2228.

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

PURSUANT TO SEC 88B CONVEYANCING ACT 1919 AND SEC 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 IT IS INTENDED TO CREATE:

1. POSITIVE COVENANT

A. L. Confield
A.J. Confield

CONFIELD'S PTY. LIMITED A.C.N. 001 340 603 The Common Seal of

DIRECTOR/SECRETARY A. L. Confield
DIRECTOR A.J. Confield

THIS PLAN CONTAINS A STRATA DEVELOPMENT CONTRACT COMPRISING 19 SHEETS.

Signed in my presence for and on behalf of Perpetual Trustee Company Limited (A.C.N. 000 001 007) by its Attorneys Pauline Green and Michael Knowles Young who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated 5 December 1997 Registration No. BK1257 No 420 and that he/she has no notice of the revocation of his/her powers.

Signature of Witness

Carmel Ann Scott
Full name of Witness

Signature of Attorney

Signature of Attorney

RESIDENTIAL
*(Insert type being adopted) Model By-laws adopted for this scheme
Keeping of Animals : Option A/B/C
*Schedule of By-laws in _____ sheets filed with plan.
~~*"No By-Laws apply"~~
*Strike out whichever inapplicable.

PLAN ALTERED IN L.T.O. AT SURVEYORS REQUEST. 12.5.2000

SEE SHEET 2 FOR LOCATION PLAN

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 10384 S.P. 1

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FORM 2

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Sheet No. 2 of 7 Sheets

SP62842

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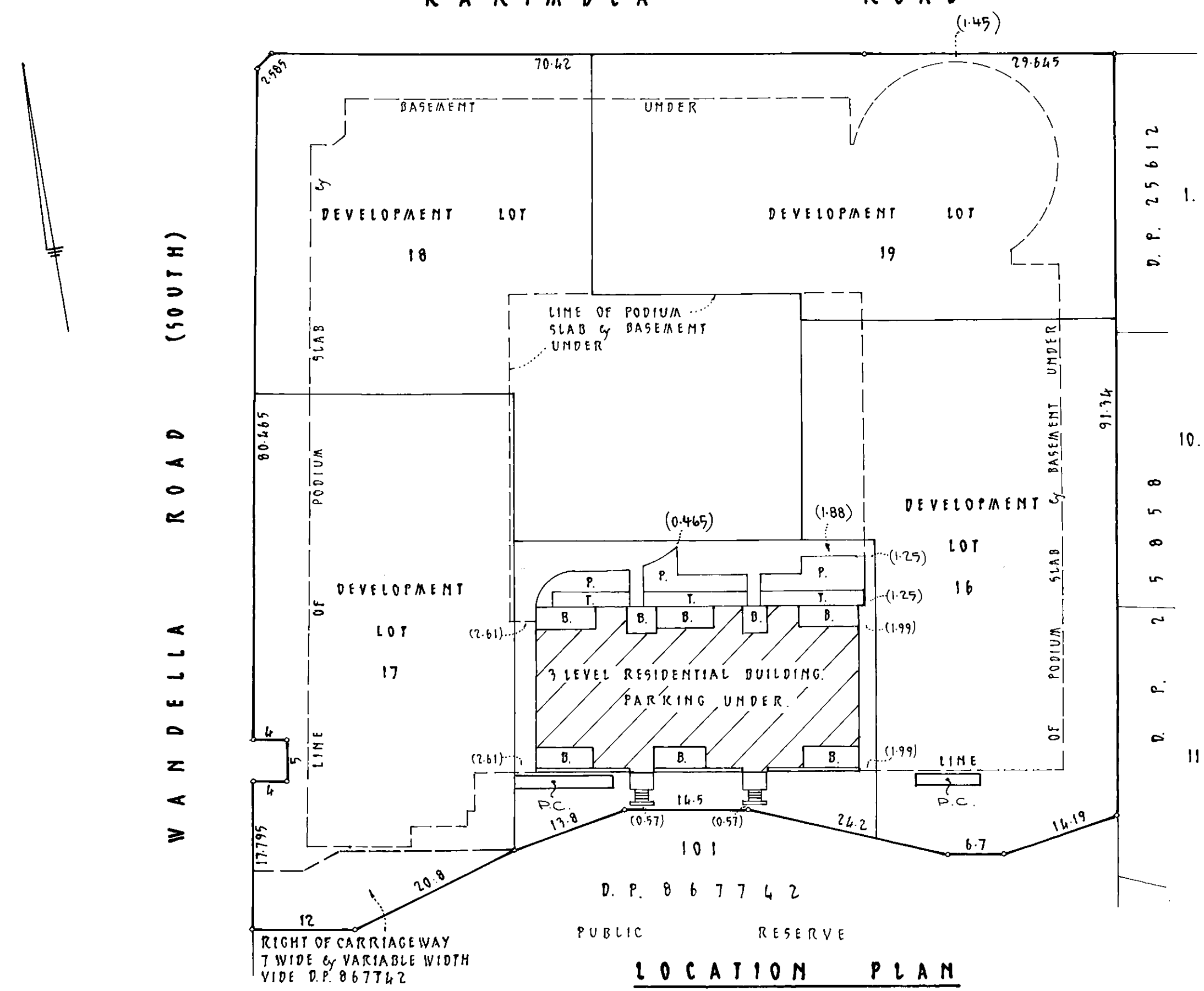


P.C. DENOTES POSITIVE COVENANT
P. DENOTES PLANTER.
T. " TERRACE.
B. " BALCONY.

SEE SHEET 3 FOR STRATUM STATEMENTS & DEFINITION OF DEVELOPMENT LOTS.

## LOCATION PLAN

**Reduction Ratio 1: 500**

**Lengths are in metres**

Registered Surveyor

STA156/2008

Council Clerk

SURVEYOR'S REFERENCE: 10784 S.P. 1

Reg:R627978 /Doc:SP 0062842 P /Rev:22-Oct-2010 /NSW LRS /Pgs:ALL /Prt:23-Jul-2025 12:06 /Seq:2 of 7
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SP62842

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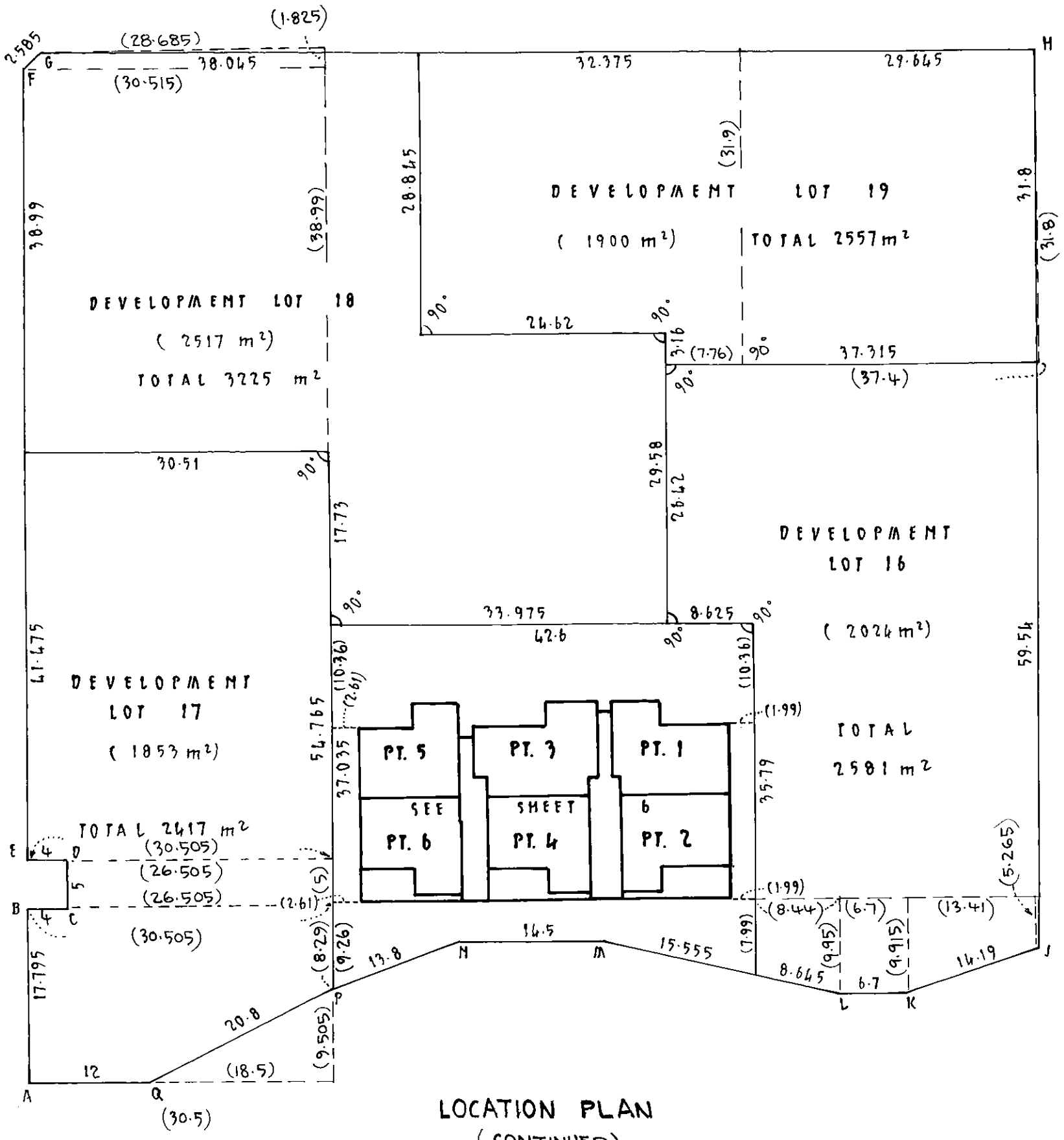


LOCATION PLAN
( CONTINUED)

AREAS ARE APPROXIMATE ONLY.

POINTS LETTERED 'A' TO 'Q' INCLUSIVE ARE CO-INCIDENT WITH THE PARCEL CORNERS OF LOT 100 D.P. 867742.

THE STRATUM OF ALL DEVELOPMENT LOTS EXTENDS BETWEEN 15 METRES ABOVE & 6 METRES BELOW THE UPPER SURFACE OF THE CONCRETE PODIUM SLAB. EXCEPT WHERE THEY ARE ABOVE THE PODIUM SLAB WHERE THEY ARE LIMITED IN HEIGHT THE UPPER SURFACE OF THE PODIUM TO 15 METRES ABOVE.

**Reduction Ratio 1: 500** **Lengths are in metres**

Registered Surveyor

STA156/2000

~~Council Clerk~~ AUTHORISED PERSON

SURVEYOR'S REFERENCE: 10384-S.P.1 A

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SP62842

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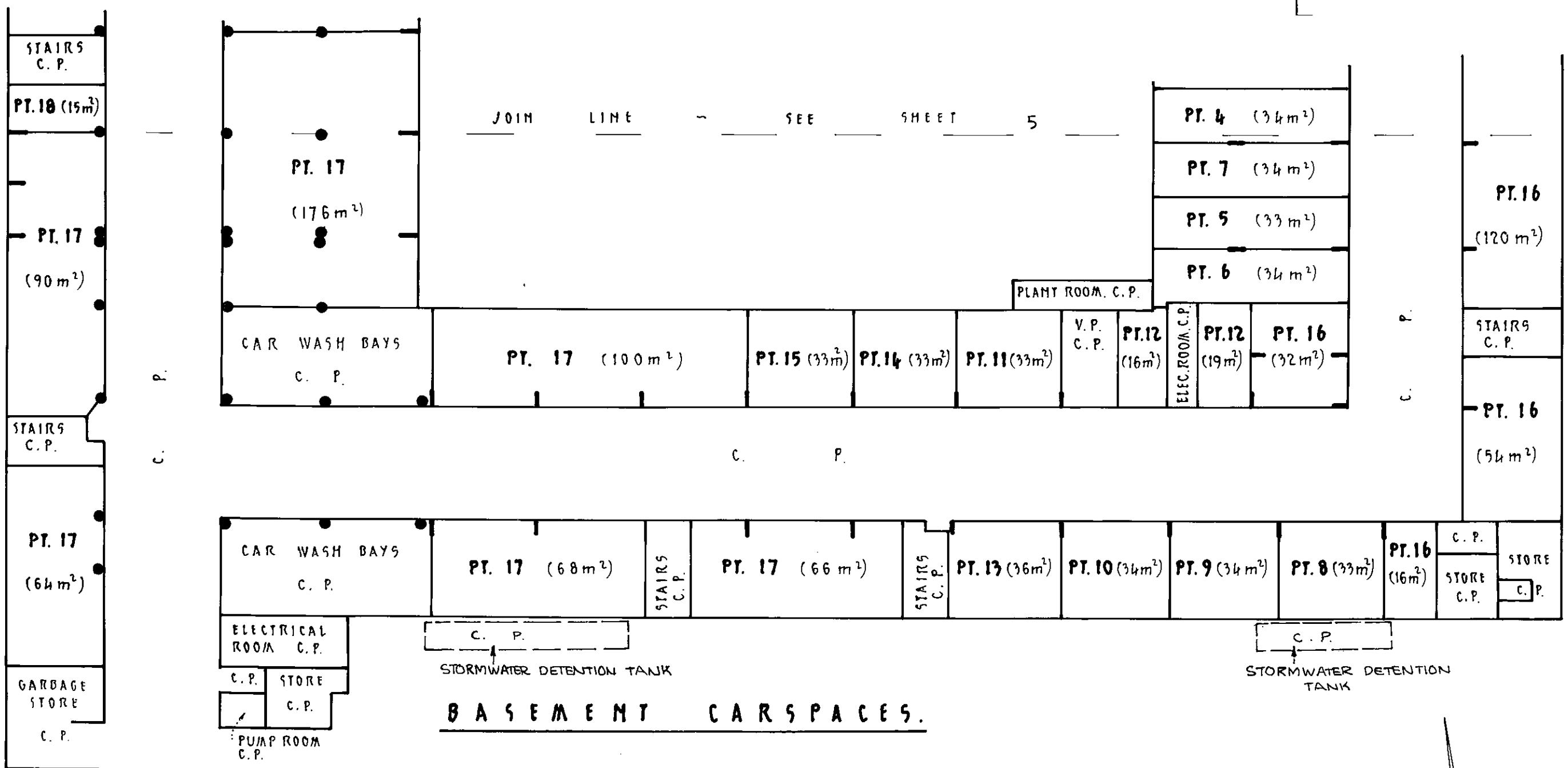


## BASEMENT CARSPACES.

NOTES:-

AREAS ARE APPROXIMATE ONLY.

C.P. DENOTES COMMON PROPERTY.

V.P. " VISITOR PARKING.

LOTS 16, 17, 18 & 19 ARE DEVELOPMENT LOTS.

CARSPACE BOUNDARIES ARE DEFINED BY STRUCTURAL STEEL MESH SECURITY GRILL FIXED TO CONCRETE FLOOR, WALLS, CEILING & COLUMNS.

**Reduction Ratio 1: 250**

**Lengths are in metres**

Registered Surveyor

STA156/2000

Council Clerk AUTHORISED PERSON

SURVEYOR'S REFERENCE: 10384 S.P.1

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FORM 2

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Sheet No. 5 of 7 Sheets

SP62842

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PT. 18 (88 m²)

PT. 19 (120 m²)

STAIRS C.P.

PT. 19 (100 m²)

C. P.

STORE C. P.

DRIVEWAY C. P.

PT. 19 (437 m²)

STAIRS C.P.

STAIRS C. P.

PT. 18 (227 m²)

PT. 18 (378 m²)

PT. 16 (232 m²)

PT. 16 (103 m²)

NOTES :- AREAS ARE APPROXIMATE ONLY.
C.P. DENOTES COMMON PROPERTY.
LOTS 16, 17, 18 & 19 ARE DEVELOPMENT LOTS.
CARSPACE BOUNDARIES ARE DEFINED BY STRUCTURAL STEEL MESH SECURITY GRILL FIXED TO CONCRETE FLOOR, WALLS, CEILING & COLUMNS.

**BASEMENT CARSPACES.**

C. P.

STAIRS C. P.

PT. 1 (33 m²)

PT. 2 (33 m²)

PT. 3 (33 m²)

PT. 4 (34 m²)

PT. 7 (34 m²)

PT. 5 (33 m²)

PT. 6 (34 m²)

STAIRS C.P.

PT. 16 (120 m²)

PT. 18 (15m²)

PT. 17 (90 m²)

PT. 17 (176 m²)

JOIN LINE ~ SEE SHEET 4

PT. 17

PT. 15

PT. 14

**Reduction Ratio 1:250**

**Lengths are in metres**

Registered Surveyor

STA156/2000

Council Clerk/AUTHORISED PERSON

SURVEYOR'S REFERENCE: 10384 S.P. 1

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FORM 2

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Sheet No. 6 of 7 Sheets

SP62842

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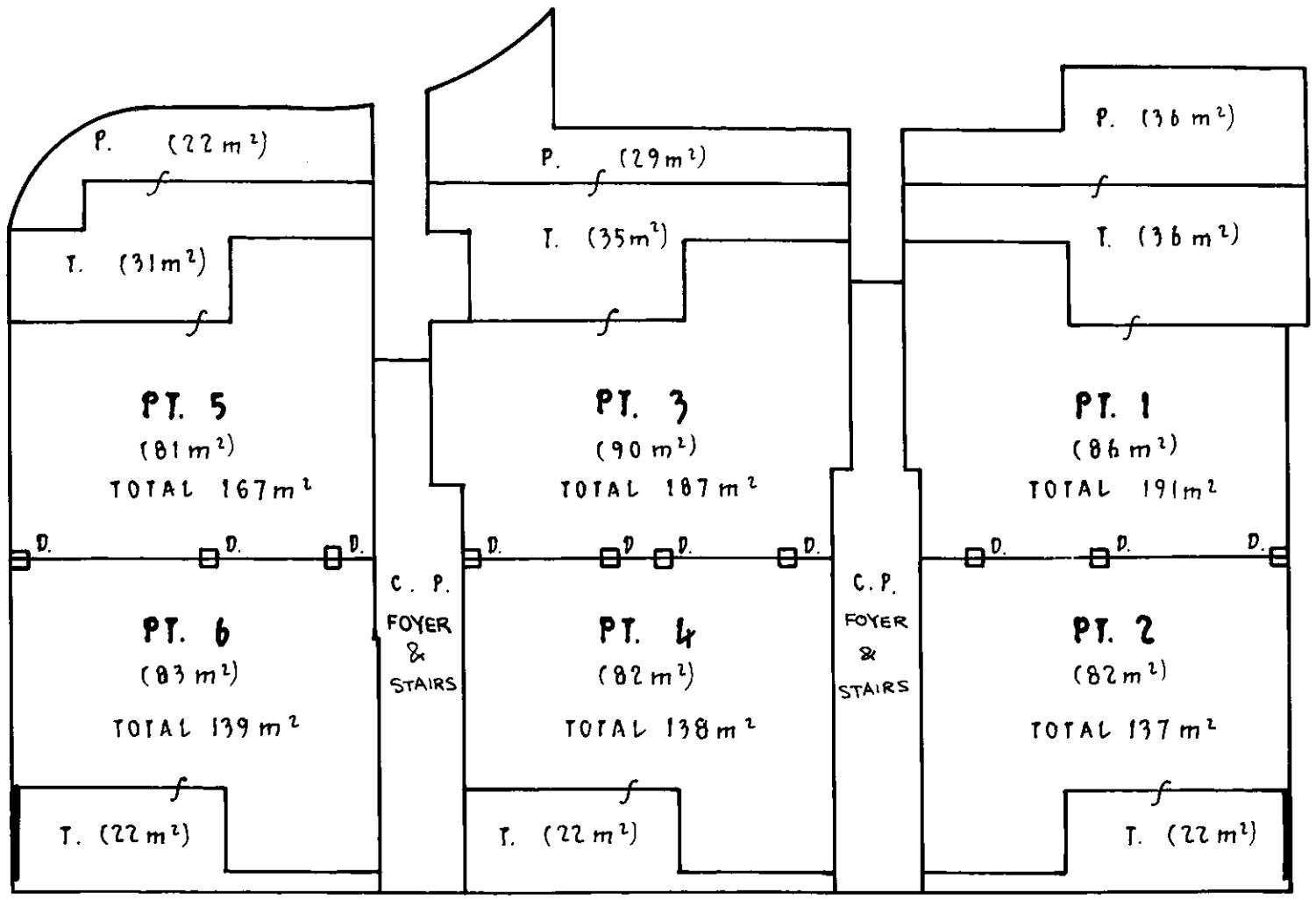


LEVEL 1

NOTE :~ AREAS ARE APPROXIMATE ONLY.
C.P. DENOTES COMMON PROPERTY.
P. " PLANTER.
T. " TERRACE.
D. " DUCT, COMMON PROPERTY.
PLANTERS & TERRACES EXTEND IN HEIGHT TO METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS, EXCEPT WHERE COVERED.

SCHEDULE OF UNIT ENTITLEMENT

| LOT | U.E. |
|---|---|
| 1 | 113 |
| 2 | 88 |
| 3 | 110 |
| 4 | 88 |
| 5 | 105 |
| 6 | 88 |
| 7 | 84 |
| 8 | 84 |
| 9 | 95 |
| 10 | 84 |
| 11 | 100 |
| 12 | 83 |
| 13 | 84 |
| 14 | 98 |
| 15 | 101 |
| 16 | 1736 |
| 17 | 2216 |
| 18 | 2499 |
| 19 | 2136 |
| AGG. | 10,000 |

**Reduction Ratio 1: 200**

**Lengths are in metres**

Registered Surveyor

STA156/2000

Council Clerk AUTHORISED PERSON

SURVEYOR'S REFERENCE: 10384 S.P.1

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FORM 2

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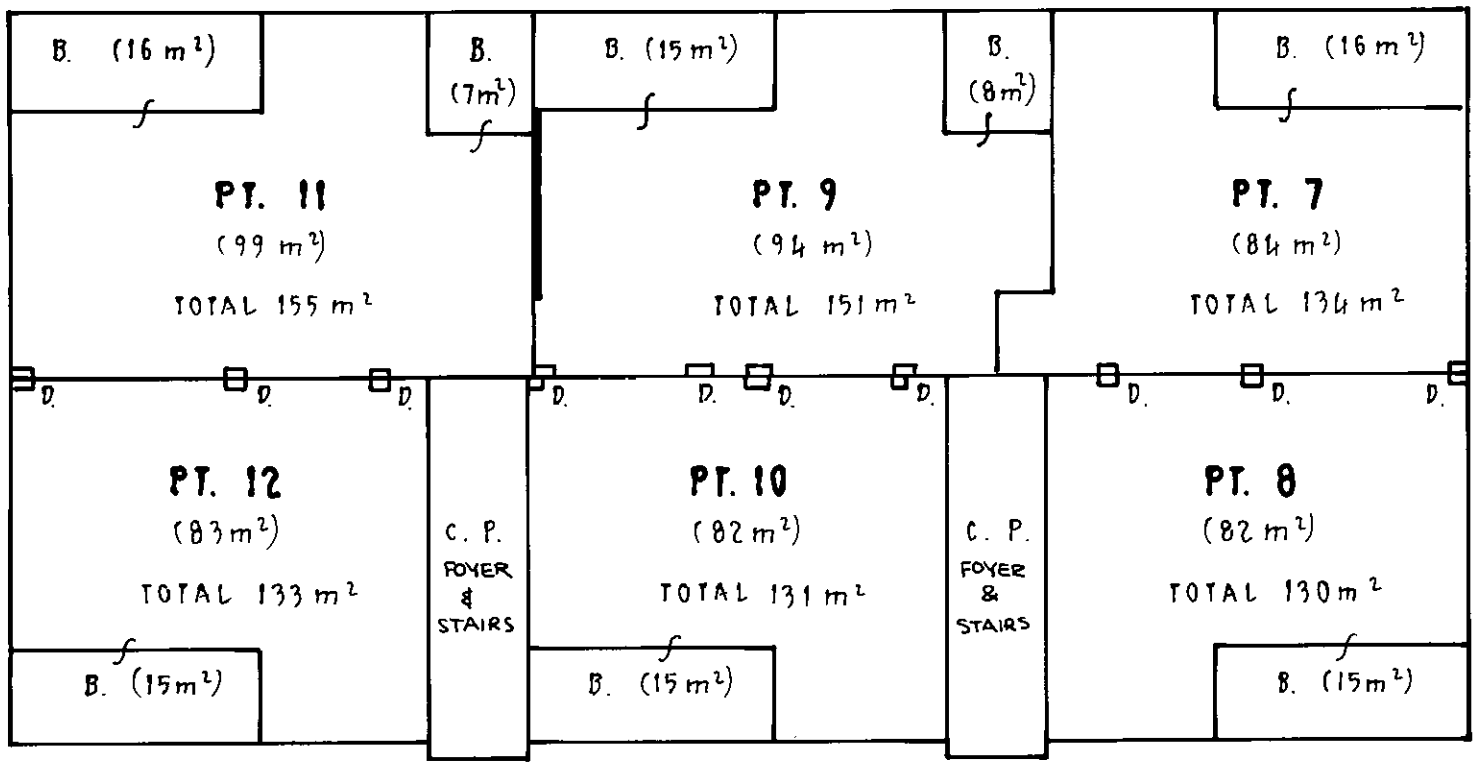
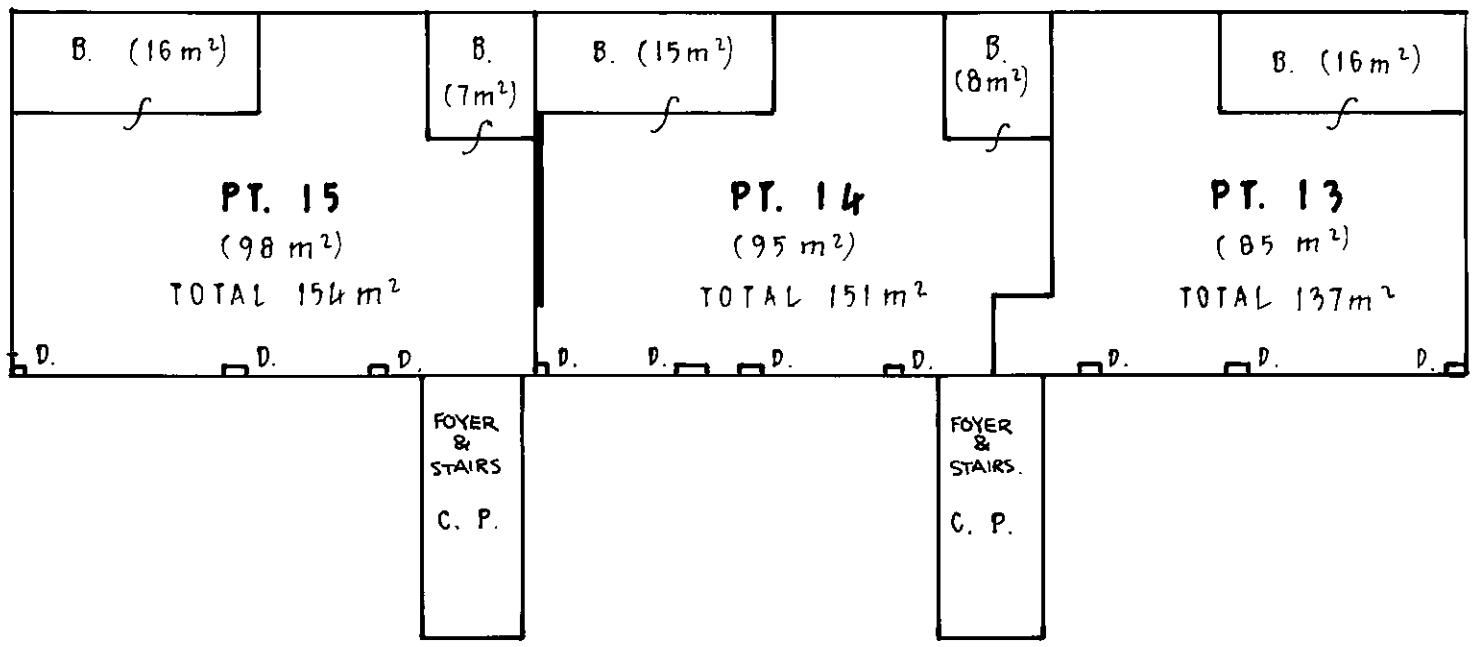



LEVEL 2




LEVEL 3

NOTE :- AREAS ARE APPROXIMATE ONLY.
C.P. DENOTES COMMON PROPERTY
B. " BALCONY
D. " DUCT, COMMON PROPERTY.
BALCONIES EXTEND IN HEIGHT TO 2·5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS, EXCEPT WHERE COVERED.

**Reduction Ratio 1:** 200

**Lengths are in metres**

Registered Surveyor

SURVEYOR'S REFERENCE: 10384 S.P.1

Strn 186/2000

~~Council Clerk~~/Authorised Person

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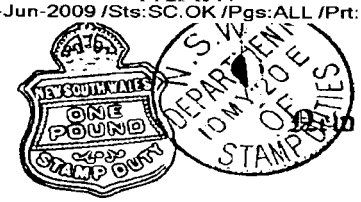


New South Wales.

A571199G

A571199

# MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900).

**THE HOLT SUTHERLAND COMPANY LIMITED** (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in consideration of the sum of **One hundred and twenty five pounds sixteen shillings and six-pence** paid by **George Read** of **Miranda Medical Practitioner** to the Perpetual Trustee Company Limited the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said **George Read** All the estate and interest of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the **14th day of Novmeber A.D.1912** Registered Vol **2314** Fol. **22** and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number **410131** from the Holt Sutherland Estate Company Limited to **Edgar Ellice Holt** And doth also transfer to the said **George Read** all the estate and interest of which it the said Holt Sutherland Company Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. **410131** except and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby

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Ref:ryan /Src:M

appointed together with liberty for the reversioner or reversioners without entering on the suface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said **George Read** may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. **41013** to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50990 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company Limited was hereunto affixed at Sydney this twenty fifth day of April 1920.

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this twenty fifth day of April 1920 and such Directors thereupon signed this Transfer in the presence of—

Directors

SIGNED in my presence by the said

**GEORGE READ**

who is personally known to me—

Accepted and I hereby certify this Transfer to be correct for the purposes of the Real Property Act. and that I am Solicitor for the Transferee whose signature cannot be obtained without difficulty and delay

Solicitor for the Transferee

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# PERPETUAL TRUSTEE CO[illegible]Y LTD.,

33 to 39 HUNTER STREET, SY[illegible]

No. 183 7 May 1920

Received from George Read Esq

the sum of ~~One~~ Hundred & twenty five pounds sixteen ~~Shillings & eight pence~~ being the purchase money for the fee simple of all that piece of land situate in the Parish of Sutherland and County of Cumberland, being the whole of the land comprised in Sub-lease No. 410131.

from the HOLT SUTHERLAND ESTATE CO. LTD. to ~~the said~~ E E Ball & by transfer to George Read

and part of the land comprised in Memorandum of Lease registered No. 50990.

EJ Clarke Jr. Accountant.

£125-16-8 [illegible] Cashier.

Palmer & Henderson Ltd. Sydney

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Memorandum of Transfer of

4A 0R. 6½ P being Lot 14 in D.P. 2786
Shire of Sutherland
Parish Sutherland Co. Cumberland

(Reserving Mines and Minerals)

Lodged by
Higgins & Robinson
Higgins, Symeson & Co.,
Sydney.

THE HOLT SUTHERLAND COMPANY LIMITED
*Transferror.*

George Read
*Transferee.*

A 571199

Particulars entered in the Register Book, Vol. 2314
Folio 22 von Lease No 5090

the 28th day of May, 1920,
at minutes 10 o'clock
in the fore noon.

Registrar General.

29 MAY 1920

INDEXED.

20.5.20 KJ
20 KJ 12.20
21.5.20
25.5.20 S.K.
do
20
31/5/20

3058 130

InfoTrack

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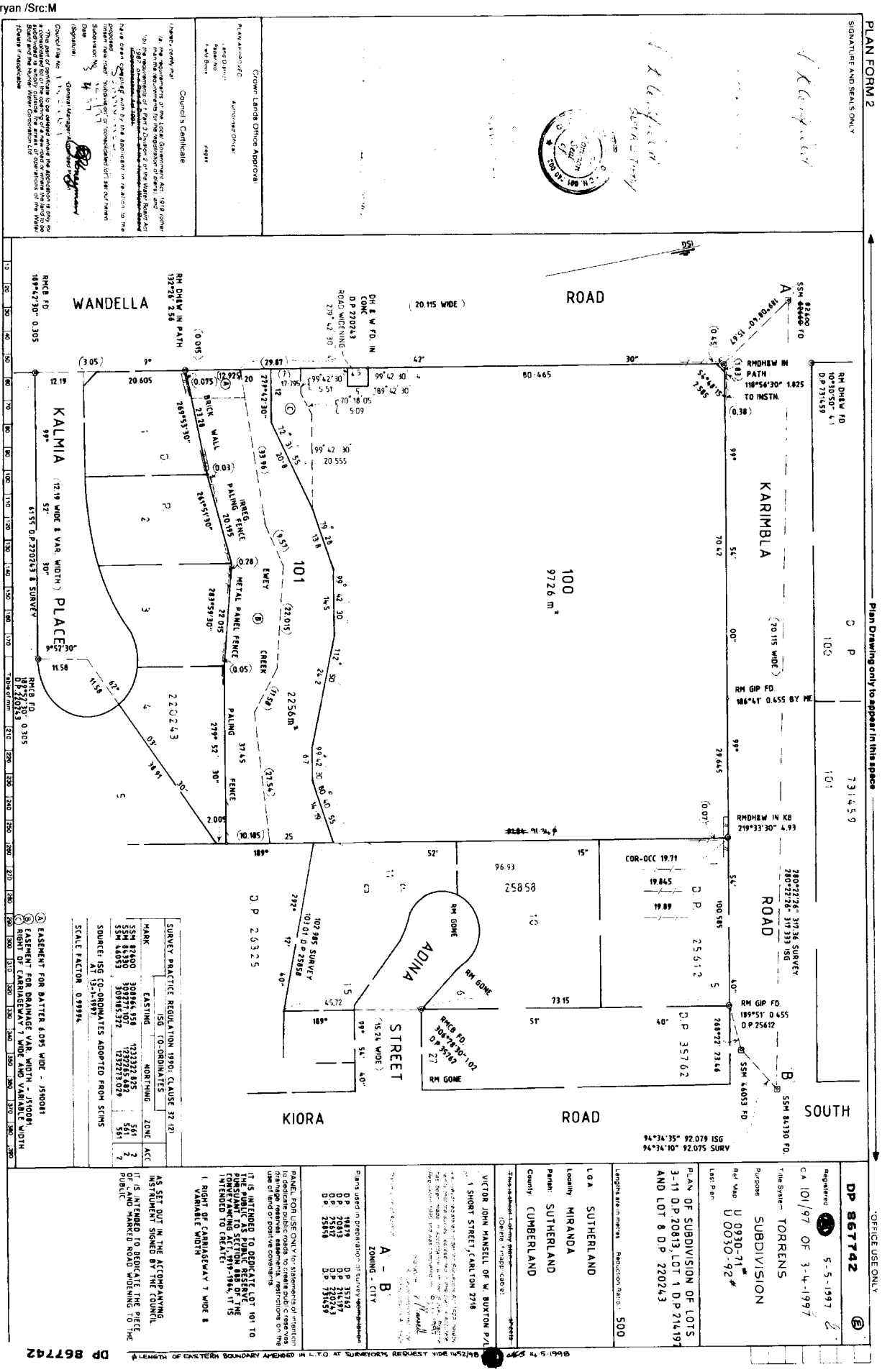

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919-1964, AS AMENDED**



**PART 1**

**DP 867742**

Plan of subdivision of Lots 3-11 D.P. 20813, Lot 1 D.P. 214197 and Lot 8 D.P. 220243 covered by Council Clerk's Certificate No. 101/97. of 1997.

Full name and address of the proprietor of the land

CORFIELD'S PTY LIMITED, CHARLES JOHN CORFIELD and SUZANNE LESLEY CORFIELD of 29 Nicholson Parade, Cronulla 2230.

1. Identity of easement firstly referred to in above plan.

Right of Carriageway 7 wide and variable width

**Schedule of lots etc. affected**

| **Lot burdened** | **Lot, name of Road or Authority benefited** |
|---|---|
| 100 | Sutherland Shire Council |

The COMMON SEAL of CORFIELD'S PTY LIMITED was hereunto affixed by the Board of Directors and in the presence of:

CORFIELD'S PTY. LIMITED A.C.N. 001 340 003 The Common Seal of

.....
Director

.....
Secretary

.....
Signature of Witness Solicitor

.....
Name of Witness

.....
Proprietor

.....
Proprietor

Approved by Sutherland Shire Council

.....
Authorised Person

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# DP 867742

SHT 2 OF 2.

Annexure to Section 88B Instrument for execution by Mortgagee

Perpetual Trustee Company Ltd. 000 001 007
Kraemer
Melvin Ingle
Emilio Gonzalez

8 November, 1996

Bk 4150 No 871

DAVID ALLCHIN

REGISTERED 5-5-1997

Req:R627989 /Doc:SP 0062842 B /Rev:17-May-2000 /NSW LRS /Pgs:ALL /Prt:23-Jul-2025 12:06 /Seq:1 of 4
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# INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973



## PART I

SP62842

Plan of Subdivision of Lot 100 in Deposited Plan 867742 covered by Council's Certificate No STA156 of 2000

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

Charles John Corfield,
Suzanne Lesley Corfield, and
Corfield's Pty Ltd, all of
60 Cronulla Plaza, Cronulla 2230

**1. Identity of Positive Covenant firstly referred to in abovementioned plan:**

Positive Covenant.

**Schedule of Lots affected.**

| **Lots burdened** | **Authority benefited** |
|---|---|
| Common Property | Council of Sutherland Shire |

## PART II

**Terms of Positive Covenant firstly referred to in abovementioned plan:**

1. The owner of Common Property hereby burdened with respect to the detention facility as described in works as executed drawing N° H-01 and H-16 revision A dated March 1998 and duly certified by V J O'Neill on 10 April 2000 (Council's File Ref: PR 0169) held in the offices of the Council of Sutherland Shire, Eton Street, Sutherland shall:

   (a) Permit stormwater to be temporarily detained in the detention facility.

   (b) Keep the detention facility clean and free from silt, rubbish and debris.

   (c) Maintain and repair the detention facility so that it functions in a safe and efficient manner.

   (d) Replace, repair, alter and renew the whole or parts of the detention facility within the time and in the manner specified in a written notice issued by the Council.

Approved by Sutherland Shire Council

Authorised Person

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**INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973**



**PART II**

SP62842

Plan of Subdivision of Lot 100 in Deposited Plan 867742 covered by Council's Certificate No STA156 of 2000

(e) Not make any alterations to the detention facility or elements thereof without prior consent in writing of the Council.

(f) Permit the Council or its authorised agent from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this Clause.

(g) Comply with the terms of any written notice issued by the Council in respect to the requirements of the Clause within the time stated in the notice.

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

3. In this Covenant "Council" means the Council of Sutherland Shire.

**NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE POSITIVE COVENANT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

The Council of Sutherland Shire.

Approved by Sutherland Shire Council

Authorised Person

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**INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973**



**PART II**

**SP62842**

Plan of Subdivision of Lot 100 in Deposited Plan 867742 covered by Council's Certificate No STA156 of 2000

Signed in my presence by Charles John Corfield who is personally known to me.

.....

SIGNATURE OF WITNESS.

MATTHEW MAUNZ

NAME OF WITNESS (Block Letters)

92 NICHOLSON PDE

CRONULLA 2230

ADDRESS AND OCCUPATION OF WITNESS.

MEDICAL SALES

.....

REGISTERED PROPRIETOR.

Signed in my presence by Suzanne Lesley Corfield who is personally known to me.

.....

SIGNATURE OF WITNESS.

MATTHEW MAUNZ

NAME OF WITNESS (Block Letters)

92 NICHOLSON PDE

CRONULLA 2230

ADDRESS AND OCCUPATION OF WITNESS.

MEDICAL SALES

.....

REGISTERED PROPRIETOR.

THE COMMON SEAL of CORFIELD'S PTY LTD was hereunto affixed by resolution of the directors in the presence of:

CORFIELD'S PTY. LIMITED A.C.N. 001 340 003 The Common Seal of

.....

SECRETARY

.....

DIRECTOR

Approved by Sutherland Shire Council

.....

Authorised Person

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Signed in my presence for and on behalf of Perpetual Trustee Company Limited A.C.N. 000 001 007 by its Attorneys Rodney Green and Michael Kenneth Long. who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated 3 December 1999 Registration No. BK4251 No. 420 and that he/she has no notice of the revocation of his/her powers.

Signature of Witness

Signature of Attorney

Carmel Ann Scott
Full name of Witness

Signature of Attorney

SP62842

REGISTERED 15.5.2000

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Form: 15CH
Release: 2·1

# CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 201
Real Property Act 1900

AM699846K

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

(A) **TORRENS TITLE**

For the common property
CP/SP 62842

(B) **LODGED BY**

| Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any | CODE |
|---|---|---|
| 573X | Network Strata Services Pty Limited 123421L<br>P O Box 265<br>HURSTVILLE BC NSW 1481<br>Reference: 62842 | CH |

(C) The Owners-Strata Plan No. 62842 certify that a special resolution was passed on 29/5/2017

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. Special By-Law 36

Amended by-law No. NOT APPLICABLE

as fully set out below:

As set out in Annexure A

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

(G) The seal of The Owners-Strata Plan No. 62842 was affixed on 28/8/2017 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: Brad Wood

Authority: Netstrata-Managing Agent

Signature:

Name:

Authority:

THE OWNERS STRATA PLAN 62842 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1705

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**Annexure A Change of By-Laws**
**Parties: 62842**
**Dated: 29 May 2017**

**Special By-Law 36- Garden Maintenance**

36.1 An Owner or Occupier whose Lot includes a landscaped area or a garden box on the boundary of the Lot or a balcony adjoining the Lot must ensure that:

(a) so far as is practicable any grass and plants in the landscaped area or a garden box are maintained in a healthy and vigorous condition as per the landscape plan prepared by Tranquility Landscapes; and
(b) any grass or plant which is damaged, diseased or dies is promptly replaced, where practicable, with the grass or a plant of the same species and detailed in the landscape plan, this must be of a similar size; and
(c) the garden box must be properly maintained and kept in a state of good repair in accordance with the directions given by the owners corporation from time to time; and
(d) in watering plants on any balcony adjoining the Lot, an Owner or Occupier must be careful not to affect Common Property or any other Lot

36.2 If an Owner or Occupier fails to comply with this by-law 36, the Owners Corporation may give notice requiring compliance within 14 days.

36.3 If an Owner or Occupier fails to comply with a notice given under this by- law 36, the Owners Corporation may, at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this bylaw 36

36.4 Any expense incurred by the Owners Corporation under this by-law 36 is recoverable as a debt against the Owner or Occupier in a court or tribunal of competent jurisdiction.

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netstrata
Tel: 1300 NETSTRATA
Fax: 1300 644 402
P.O. Box 265
HURSTVILLE BC 1481

# By-Laws

## Strata Plan 62842
## 118 KARIMBLA RD CNR 36 WANDELLA RD MIRANDA

**The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 15/05/2000**

**1 Noise**

An owner or occupier of a lot must not create any noise on the 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 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 subclause (1) cannot authorise any additions to the common property.
(3) This by-law does not prevent on 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 or 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 rest of the building.
(5) Despite Section 62, 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 subclause (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 subclause (3) that forms part of the common property and that services the lot.

THE OWNERS STRATA PLAN 62842 Common Seal

Report Date: 28th August 2017

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# Strata Plan 62842
## 118 KARIMBLA RD CNR 36 WANDELLA RD MIRANDA

### 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 etc. 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

Standard By-Laws 10 was repealed by the Owners Corporation on 28/09/2011

### 11 Cleaning Windows and Doors

Standard By-Laws 11 was repealed by the Owners Corporation on 28/09/2011

### 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 Moving Furniture and Other Objects on or Through Common Property

THE OWNERS STRATA PLAN 62842 Common Seal

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# Strata Plan 62842

## 118 KARIMBLA RD CNR 36 WANDELLA RD MIRANDA

(1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
(2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
(3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

### 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 refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste separated and prepared in accordance with the applicable recycling guidelines, and
(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);
(e) must not place any thing in the receptacle 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 refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
(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.

### 16 Keeping of Animals

Standard By-Laws 16 was repealed by the Owners Corporation on 31/10/2000

THE OWNERS STRATA PLAN 62842 Common Seal

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# Strata Plan 62842
## 118 KARIMBLA RD CNR 36 WANDELLA RD MIRANDA

### 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 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 subclause (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.

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

**BL-10 Hanging Out of Washing as amended**

**Registration Date: 21/10/2011**

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
(2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
(4) In this clause:
washing includes any clothing, towel, bedding or other article of a similar type.

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**BL-11 Cleaning Windows and Doors as amended**

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**Registration Date: 21/10/2011**

(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.

**BL-16 Keeping of Animals as amended**

**Registration Date: 31/10/2000**

(1) Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or on the common property.
(2) If an owner or occupier of a lot keeps a cat, a small caged bird on the lot then the owner or occupier must:
(a) notify the owners corporation that the animal is being kept on the lot;
(b) keep the animal within the lot;
(c) carry the animal when it is on the common property;
(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal;
(e) take all reasonable steps to ensure that the animal does not interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.
(3) If the Owners Corporation consents to the keeping of an animal on the lot or the common property, the Owners Corporation may grant its consent on such conditions that it may think reasonable in its absolute discretion and in all events the provisions of By-Law 16(2) and 16(4) hereunder shall apply.
(4) In the event that an owner or occupier of a lot upon which an animal is kept, after notice, consistently fails to comply with any matters set out in By-Law 16(2)(a) to (e) hereof or any conditions imposed by the Owners Corporation pursuant to By-Law 16(3) then the Owners Corporation may terminate the right of the owner or occupier to keep an animal.

**1 Alterations and Additions to Fire Doors**

**Registration Date: 31/10/2000**

A) Definitions
(a) The following terms are defined to mean:
'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures. 'Original Condition' means the condition at the date of registration of the strata scheme.
(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will then have the same meaning as those words are attributed under that Act,
B) Duties of Owners
(a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not;
(b) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and
(c) make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.
C) Liability
1. An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.

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2. An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the Fire Door to its Original Condition immediately after it has occurred.
D) Indemnity
i) An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.
E) Right to Remedy Default
If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;
i) carry out all work necessary to perform the obligation;
ii) enter upon any part of the parcel to carry out that work; and
iii) recover the costs of carrying out that work as a debt from the owner of the lot.

**2 Installation of Air Conditioners**

**Registration Date: 05/03/2002**

Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:
(a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;
(b) the air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
(c) the air-conditioner must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme;
(d) the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
(e) the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
(f) the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
(g) the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
(h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
(i) the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
(j) the air-conditioner and all filters must be regularly cleaned by the owner;
(k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;
(2) In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the air-conditioner.

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**3 Exclusive Use Lot 97**

**Registration Date: 18/10/2002**

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The owner/s for the time being of lot 97 in the strata scheme and any persons authorised by them from time to time shall be entitled to the exclusive use and enjoyment of that part of the common property indicated by cross hatching and marked "X" on the plan shown below (hereinafter referred to as "the exclusive use area") subject to the following terms and conditions;
(a) The exclusive use area shall only be used as private open space;
(b) The exclusive use area must be maintained in a clean and tidy state by the owner/s of lot 97 at no cost to the owners corporation;
(c) The owner/s of lot 97 must pay all costs of maintenance, care and replacement of landscaping, plants & shrubs or other materials used within the exclusive use area;
(d) The owner/s of lot 97 shall be responsible for the general repair & maintenance (defined as repairing of settlement/movement cracks & painting) of the garden retaining walls bounding the exclusive use area without claim on the owners corporation;
(e) No permanent or semi-permanent structure of any sort shall be erected in the exclusive use area without the written consent of the owners corporation;
(f) The species of plants & shrubs planted in the Exclusive Use Area may not be removed or changed without the written consent of the owners corporation;
(g) The balcony balustrade separating the owners lot and exclusive use area may be removed by the owners of lot 97;
(2) In the event that the owner/s of lot 97, after notice, fails to comply with any matters set out in conditions (a) to (g) hereof then the Owners Corporation may terminate the Exclusive Use rights conferred within this By-law, reinstate the garden area and common property to its original condition and claim the cost of the said reinstatement from the owners of lot 97.

**4 Exclusive Use Lot 71**

**Registration Date: 18/10/2002**

The owner/s for the time being of lot 71 in the strata scheme and any persons authorised by them from time to time shall be entitled to the exclusive use and enjoyment of that part of the common property indicated by cross hatching and marked "Y" on the attached plan (hereinafter referred to as "the exclusive use area") subject to the following terms and conditions;
(a) The exclusive use area shall only be used as private open space;
(b) The exclusive use area must be maintained in a clean and tidy state by the owner/s of lot 71 at no cost to the owners corporation;
(c) The owner/s of lot 71 must pay all costs of maintenance, care and replacement of landscape, paving or other materials used within the exclusive use area without claim on the owners corporation;
(d) The owner/s of lot 71 shall be responsible for the general repair & maintenance (defined as repairing of settlement/movement cracks & painting) of the garden retaining walls bounding the exclusive use area without claim on the owners corporation;
(e) No permanent or semi-permanent structure of any sort shall be erected in the exclusive use area without the written consent of the owners corporation;
(f) The species of plants & shrubs planted in the Exclusive Use Area may not be removed or changed without the written consent of the owners corporation;
(g) The balcony balustrade separating the owners lot and exclusive use area may be removed by the owners of lot 71;
(h) The owners of lot 71 shall be responsible for all costs associated with registering this By-Law;
(2) In the event that the owner/s of lot 71, after notice, fails to comply with any of the matters set out in conditions (a) to (g) hereof, then the Owners Corporation may terminate the Exclusive Use Rights conferred within this By-Law, reinstate the garden area and common property to its original condition and claim the cost of the said reinstatement from the owners of lot 71.

**5 Rafter Coverings**

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**Registration Date: 18/10/2002**

Each owner for the time being of each top floor lot within the strata scheme is conferred with the right to install Bronze coloured polycarbonate roof sheeting with the honeycomb profile to the exposed timber beams above the balconies of their lots to provide shade and protection from sun and weather (hereinafter referred to as the "coverings") to service the owners lot within the strata scheme subject to the following terms and conditions:
(a) The owners of any lot proposing to undertake the installation of the coverings must submit comprehensive plans and diagrams including material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed. Such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclauses (b) to (i) hereof, shall set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;
(b) the coverings shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;
(c) the coverings must extend the full length and width of the timber beams over the balcony of the lot to which they are to be installed;
(d) the owner or occupier of a lot proposing to undertake the installation of coverings must ensure that all rain water from the coverings is directed into the existing stormwater drainage system and that all gutters, pipes and other apparatus used to achieve this are in keeping with the colour, style and design of the existing stormwater drainage apparatus in use throughout the strata scheme. All such attendant apparatus herein referred to will in all respects form part of the "coverings" as referred to throughout this by-law;
(e) the owners of any lot undertaking the installation of any coverings must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
(f) the installation of any coverings must be effected in a workmanlike manner by licensed and insured tradespersons;
(g) the coverings must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
(h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any covering must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
(i) the coverings must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
(j) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any coverings are to be replaced or renewed;
(2) In the event that an owner or occupier of a lot to which any coverings are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the said coverings.

### 6 Rectification of Settlement Cracks

**Registration Date: 04/11/2003**

1. Pursuant to section 62(3) of the Act, the owners corporation has resolved that it is inappropriate to maintain, renew, repair or replace any part of the common property walls or ceilings, including any decorative or finishing materials affixed to those surfaces, within any lot space in the strata scheme provided that;
(a) any damage or defect is limited to settlement or shrinkage cracks that do not effect the structural integrity of the building;
(b) damage has not been caused by an insurable event;
(c) damage has no material effect upon the utility of a lot.
2. Any dispute arising from a determination made by the owners corporation pursuant to subclause 1(a) must be referred to a qualified structural engineer as to whether the subject damage compromises the structural integrity of the building or otherwise.
3. Any professional costs arising from the appointment of a qualified structural engineer or other professional

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pursuant to clause 2 shall be borne by;
(a) the owners corporation where a structural defect is evidenced;
(b) by the owner of the lot with whom the dispute has arisen where no defect is evidenced.

### 7 Absolution of Exhaust Fan Maintenance

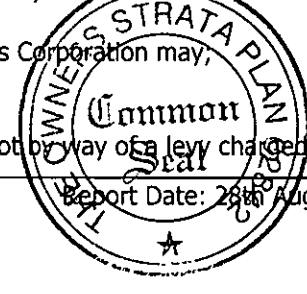
**Registration Date: 27/10/2004**

Pursuant to section 62(3) of the Act, the Owners Corporation has deemed that it is inappropriate to maintain, renew, repair or replace any exhaust extraction fan located within the ceiling space of each lot provided that the damage to the fan has not been caused by an insurable event.

### 8 Access for Inspection of Fire Services

**Registration Date: 31/10/2005**

A) Definitions
(a) The following terms are defined to mean:
'Agents' means the Strata Managing Agent, Executive Committee or any Fire Safety Contractor or personnel engaged by the Owners Corporation.
'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.
'Fines' or 'Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by a local council or other statutory or lawful authority or penalty charges imposed by a contractor or agent engaged by the Owners Corporation.
'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.
(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those terms are attributed under that Act.
B) Duties of Owners
In relation to the Owners Corporations responsibility to obtain Annual Fire Safety Statements pursuant to the Environmental, Planning and Assessment Act 1979 and section 65(1) of the Strata Schemes Management Act 1996 the owner of a lot is responsible for ensuring;
(a) that where necessary the Owners Corporation or its Agents have reasonable access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
(b) the occupants of the lot do not deny, obstruct or unreasonably delay access by the Owners Corporation or their Agents for the purposes of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.
C) Duties of the Owners Corporation
The Owners Corporation or their Agents must provide the occupants of the lot with a minimum of seven (7) days notice that access to the lot is required for the purposes of carrying out any works described in sub-clause B).
D) Indemnity
i) The owner of a lot indemnifies the Owners Corporation against any loss or damage that the Owners Corporation may suffer from Fines, Re-inspection Fees or any other costs that may be incurred by the Owners Corporation if access to the lot to conduct the necessary Fire Safety Inspections cannot be obtained by the cause or neglect of the occupant or the failure of the owner to fulfill their obligations as provided in sub-clause B);
ii) the owner of a lot indemnifies the Owners Corporation for any costs that may be incurred by the replacement of faulty fire safety equipment within the lot that is essential for the Annual Fire Safety Statement to issued.
E) Right to Remedy Default
If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;
i) Carry out all work necessary to perform the obligation;
ii) enter upon any part of the parcel to carry out that work; and
iii) recover the costs of carrying out that work as a debt from the owner of the lot by way of a levy charged to the



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lot.

### 9 Installation of Signage

**Registration Date: 13/12/2007**

The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:
(a) To purchase and install signage and all associated equipment throughout the strata scheme and;
(b) The maintenance, repair, renewal and replacement of the signage referred to in subclause (a).

### 10 Installation of Blinds

**Registration Date: 13/12/2007**

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

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### 11 Compensation to Owners Corporation

**Registration Date: 13/12/2007**

A) Definitions
(i) The following terms are defined to mean:
'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.
'Lot' means any lot in the strata plan.
'Occupier' means the occupier of a Lot
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the owners corporation created by the registration of strata plan
'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.
'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.
'the Act' means the Strata Schemes Management Act 1996.
'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.
(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.
B) Rights and Obligation of Owners
(i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;
(ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.
(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.
(iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.
(v) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
(vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(v) above, all charges imposed by this By-law shall stand.
C) Rights, Powers and Obligations of the Owners Corporation
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
(i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;
(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

### 12 Installation of Hand Railings

**Registration Date: 13/12/2007**

The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the

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# Strata Plan 62842
## 118 KARIMBLA RD CNR 36 WANDELLA RD MIRANDA

generality thereof) shall have the power and authority to undertake and effect the following:
(a) To purchase and install hand railings and all associated materials to common area stairs throughout the strata scheme and;
(b) The maintenance, repair, renewal and replacement of the hand railings referred to in subclause (a).

### 13 Installation of Skylight Lot 47

**Registration Date: 13/12/2007**

The owners for the time being of Lot 47 in the strata scheme is conferred with the exclusive use and enjoyment of that part of the common property being the roof area on face of roof for the installation of a skylight (hereinafter defined as including the skylight, ducting, and all associated equipment) (hereinafter referred to as the "skylight") servicing the Lot 47 within the scheme subject to the following terms and conditions:
(a) the skylight shall be maintained in good working order and condition by the owner/s without claim on the owners corporation in respect of such maintenance;
(b) the owner/s bearing the costs (without claim on the owners corporation) of electrical, mechanical or other repairs or services and replacement or renewal of the skylight including the costs of any insurance policy's in fulfilling the terms of condition (a);
(c) the installation of the skylight must be effected in a workmanlike manner by licensed and insured tradespersons;
(d) the skylight must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
(e) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the skylight fan must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
(f) the owner/s shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the limited common property is to be replaced or renewed.

### 14 Payment of Insurance Excesses

**Registration Date: 25/02/2009**

A) Intention
The intention of this By-law is to determine whether a lot owner shall be responsible for the payment of any applicable insurance excess following the settlement of an insurance claim that affects only their lot property at the strata scheme. If passed by the Owners Corporation, the intention of the By-law is for the lot owner to assume liability for the expense.
B) Definitions
(i) The following terms are defined to mean:
'Common Property' means those elements of the building noted as common property on the registered strata plan for the scheme, with the exception of the items listed under 'Lot Property' below;
'Excess' means the amount deducted by the Owners Corporations insurance company following the settlement a claim applicable to this By-law;
'Lot' means any lot in the strata plan;
'Lot Property' means those parts and elements of the building contained within the owners lot, in accordance with the strata plan registered for the strata scheme that are covered by the Owners Corporations insurance policy, as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices & skirtings and appliances that only service the lot, including but not limited to, stoves, cook tops, ovens, exhaust fans (wherever located), hot water heaters and air-conditioning apparatus;
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the owners corporation created by the registration of strata plan
'the Act' means the Strata Schemes Management Act 1996.
(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

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C) Payment of Excesses
(i) A lot owner shall be liable to pay any insurance excess that may be applicable to the settlement of an insurance claim that affects only their lot property at the strata scheme;
(ii) In the event an insurance claim affects both lot property and common property under the same insurable event, the Owners Corporation shall be responsible to pay the excess;
(iii) In the event the claim affects common property only, the Owners Corporation shall be responsible to pay the excess;
D) Owners Right of Appeal
(i) In the event that a lot owner believes an excess levied upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by this By-law shall stand.
E) Rights, Powers and Obligations of the Owners Corporation
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
(i) The Owners Corporation shall have the power to recover any insurance excess outlined in clause C)(i) above from a lot owner as a debt by way of a levy charged to the lot;
(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

### 15 Treatment of Mould

**Registration Date: 01/09/2009**

1. Pursuant to section 62 (3) of the act the Owners corporation has determined that it is inappropriate to maintain, renew, replace or repair any part of the common property building structure or building appurtenances that may, by virtue of design, location or disposition, not be inimical to the accumulation of moisture in the accommodation areas of a lot in the strata scheme and where said moisture may be contributing to mould growth or other such malady's in any part of the lot, provided that:
a) There is no fundamental flaws in the construction of the building or appurtenances that are the cause of direct transmission of moisture from an external source into any part of a lot in the strata scheme;
b) no fundamental failure of the building structure or appurtenances has occurred that is contributing to the direct transmission of moisture from an external source into a lot envelope;
c) the Owners Corporation has taken reasonable steps to ensure that the conditions referred to in subclauses a) and b) do not exist.
2. In the event that an owner of a lot in the strata scheme that has been effected by mould growth in their lot is able to mitigate the accumulation of moisture by the application of certain treatments or fitting of certain apparatus to the building structure or appurtenances, the Owners corporation may, at its absolute discretion, permit the application of such treatments or the fitting of apparatus provided that in all respects the principals of By-Law 5 (Damage to Common Property), subclauses 3,4, & 5 are complied with and that no claim is entered on the Owners Corporation in respect of the cost of any such applications or fitments.

### 16 Segregation of Common Utilities

**Registration Date: 18/12/2009**

PART 1 - GRANT OF POWER
1.1 The Owners Corporation shall have the following additional powers, authorities, duties and functions:
(a) the power to regulate water services charges and/or gas services charges and/or any other common utility charge.

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PART 2 - DEFINITIONS & INTERPRETATION
2.1 In this by-law, unless the context otherwise requires or permits:
(a) Gas services charges means a charge payable for gas consumption by an Owner.
(b) Invoice means levy notice.
(c) Lot means any lot in the strata plan
(d) Other common utility charge means any other utility such as electricity used by the Owners Corporation
(e) Owner means the owner of the Lot.
(f) Owners Corporation means the owners corporation created by the registration of strata plan
(g) Water services charges means a charge payable for water consumption by an Owner.

In this by-law, unless the context otherwise requires:
(a) the singular includes plural and vice versa;
(b) any gender includes the other genders;
(c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996; and
(d) references to legislation includes references to amending and replacing legislation.

PART 3 - CONDITIONS
3.1 The Owners Corporation has the power to:
(a) determine that Water services charges and/or Gas services charges are to be paid by an Owner on a unit entitlement basis by issuing an invoice.
3.2 An Owner:
(a) must comply with any approval or directions of the Owners Corporation given under this by-law;
(b) agrees that they are responsible for payment of the Water services charges and/or Gas services charges.
3.3 Any payment required by the Owners Corporation in accordance with this by-law becomes due and payable to the Owners Corporation in accordance with the decision of the Owners Corporation to require that payment.
3.4 Any payment required from an Owner may be recovered in a Court or Tribunal of competent jurisdiction as a debt.
3.5 The Owners Corporation may levy a payment as a charge on an Owner of a Lot by serving written notice of the charge payable by that Owner on that Owner.
3.6 A charge if not paid at the end of one month after it becomes due and payable bears until paid simple interest at an annual rate of ten percent (10%).
3.7 The Owners Corporation may recover, as a debt a charge not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

### 17 Installation of Restricted Lockset

**Registration Date: 18/12/2009**

Resolved by Special Resolution that the Owners Corporation pass an empowering By-Law authorising the installation of restricted lockset cylinders to be installed at the strata scheme and used the existing Sinking Fund to fund the same.

### 18 Service of Documents by Owners Corporation

**Registration Date: 16/11/2010**

PART 1 - Preamble
(i) The intention of this By-law is to provide the Owners Corporation with alternative means of serving notices, minutes, levies and other general correspondence on the owners within the strata scheme, other than those already specified in the Strata Schemes Management Act 1996 (NSW).
(ii) The method of delivery of notices referred to in this By-law may be issued by the Owners Corporation, where appropriate by electronic means including email, facsimile transmission, via the internet, website/s, electronic

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noticeboards or mobile telephone short message service (SMS).

PART 2 - Definitions & Interpretation

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

(a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment

(b) Email means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email

(c) Facsimile means any electronic communication device that transmits information in a form from which written material is capable of being reproduced

(d) Lot means any lot in the strata plan

(e) Notices means any correspondence issued by the Owners Corporation, including but not limited to notices and minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence

(f) Non-Statutory Notice means any notice that the Owners Corporation is not obliged to issue under the Act, such as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence

(g) Owner means the owner of the Lot

(h) Owners Corporation means the owners corporation created by the registration of strata plan 62842

(i) SMS means Short Message Service, the common text messaging service available on mobile phones and other handheld devices

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act; and

(d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation

3.1 Pursuant to section 236(4)(e) of the Act, the Owners Corporation, in addition to the functions conferred upon it by or under the Act and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to serve notices on the owners of the lots within the scheme by any of the following methods;

(a) The address for services of notices specified in the section 118 provided by the lot owner to the Owners Corporation, or;

(b) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with an Email address, via the Email address supplied, or;

(c) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with a Facsimile number, via the Facsimile number provided, or;

(d) In addition to subclauses 3.1(a) to (c), for levy contribution payment notice, levy contribution arrears notices and general reminder notices, where an owner has provided the secretary, strata managing agent or Owners Corporation with a mobile telephone number, the Owners Corporation may issue reminder and payment details via an SMS message via the mobile number supplied.

3.2 Where a notice is issued to the owner of a lot by Email or Facsimile transmission, the secretary, strata managing agent or Owners Corporation must ensure a confirmation receipt is received verifying delivery of the notice to the email address or facsimile number.

3.3 In the event the secretary, strata managing agent or Owners Corporation receives a delivery error message when attempting to issue a notice via Email or Facsimile to a lot owner, they must immediately cause the notice to be issued by post to the address specified for the lot notified under section 118 of the Act.

3.4 In the event an error message is received pursuant to clause 3.3 of this By-law, the secretary, strata managing agent or Owners Corporation must ensure that sufficient period of notice is provided, as required by the Act for the delivery of the notice/s by post.

PART 4 - Responsibilities and Obligations of Owners

4.1 Where an owner has supplied the Owners Corporation with an address or addresses for the delivery of service of notices, whether it be a postal address, email address, mobile telephone or facsimile number, the owner must within 14 days notify and supply the Owners Corporation with any changes to the information they have previously

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supplied;
4.2 Any information provided by a lot owner pursuant to this by-law shall be relied upon by the Owners Corporation and any errors or omissions in the information provided is at the responsibility of the respective lot owner providing the information.
4.3 Where the Owners Corporation has complied with the terms and conditions of this By-law and the owner of a lot fails to receive any notices due to a failure to supply the Owners Corporation with updated information pursuant to clause 4.1, then the Owners Corporation cannot be held liable for the failure to receive the notice.
4.4 In the event an owner of a lot receives a notice from the Owners Corporation via email or facsimile and is unable to open or read the attachments contained within the notice they must immediately contact the person or entity that supplied the notice so an alternative notice may be issued.

### 19 Preservation of Fire Safety

**Registration Date: 21/10/2011**

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

### 20 Changes to Floor Coverings and Surfaces

**Registration Date: 21/10/2011**

(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.

### 21 Delivery of Executive Committee Notices and Minutes

**Registration Date: 21/10/2011**

When issuing notices and minutes of Executive Committee Meetings, the Strata Managing agent shall be obliged to distribute the meeting notices and minutes by;
(1)(a) Affixing a copy of the notice or minutes on the common noticeboard in accordance with the provisions of the Act, or;
(b) By emailing a copy of the notices or minutes to all owners that have provided the Owners Corporation with an email address for the delivery of notices by the Owners Corporation.
(2) The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

### 22 Absolution of Maintenance - Lot Fixtures and Fittings

**Registration Date: 11/02/2013**

PART 1 - Introduction and Intent
(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.
The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 62(3) of the Act.

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(c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.
(d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.
Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.
(e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions
2.1 In this by-law, unless the context otherwise requires or permits:
(a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
(b) Lot means any lot in the strata plan
(c) Owner means the owner of the Lot
(d) Owners Corporation means the owners corporation created by the registration of strata plan 62842
(e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan
(f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.
2.2 In this by-law, unless the context otherwise requires:
(a) the singular includes plural and vice versa;
(b) any gender includes the other genders;
(c) any terms in the by-law will have the same meaning as those defined in the Act; and
(d) references to legislation includes references to amending and replacing legislation.

PART 3 - Terms and Conditions
In accordance with section 62(3) of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

3.1 Internal Areas
All decorative finishes within a lot, including but not limited to;
(a) All Cornices
(b) All Skirting Boards
(c) All Architraves and Internal Door Jams
(d) Wall tiles wherever located, including kitchen, bathroom and laundries
(e) Floor Tiles wherever located, including kitchen, bathroom and laundries
(f) False Ceilings
(g) Mezzanines, Stairs and Handrails
(h) All paintwork and wall paper
(i) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas
All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;
(a) All taps and internal pipe work
(b) Shower screens
(c) Bathtub, including internal floor waste and drainage pipes
(d) Sinks and hand basins including internal drainage pipes,
(e) Cabinets and mirrors
(f) Toilet pan, including cistern and internal waste pipes
(g) All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas

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All Kitchen fixtures and fittings, including but not limited to;
(a) All taps and internal pipe work
(b) All internal waste and drainage pipes, including connection to the common stack
(c) Bench tops
(d) Sinks and insinkerators
(e) Ovens, Stoves and Cook Tops
(f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

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

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

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

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

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**23 Installation of Garage Door/Shutter/Gate**

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**Registration Date: 11/02/2013**

Pursuant to By-Law 19, the Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:
(a) To purchase and install a garage security door/shutter or gate to the strata scheme including all associated equipment such as motor, receiver, power points, locking devices and keys and;
(b) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a).

**24 Receipt of Electronic Pages**

**Registration Date: 12/12/2013**

PART 1.1 - PREAMBLE
1.1.1 This by-law is made under the provisions of Division 3 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996.
1.1.2 The intended effect and purpose of this by-law is to permit the Owners Corporation, for the purpose of control, management, administration, use or enjoyment of the lots and common property for the Strata Scheme, to implement the terms and conditions set out in this by-law.

PART 1.2 - GRANT OF RIGHT
1.2 In addition to the powers, authorities, duties and functions conferred or imposed upon the Owners Corporation by the Act and the by-laws applicable to the Strata Scheme, the Owners Corporation shall have the additional power, authority, duty and function to receive Electronic Communication from Owner as set out in Part 3.

PART 1.3 - THIS BY-LAW TO PREVAIL
1.3 If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2 - DEFINITIONS & INTERPRETATION
2.1 In this by-law, unless the context otherwise requires or permits:
(a) Act means the Strata Schemes Management Act 1996.
(b) Agreement means a lease, licence, by-law or other agreement which confers a right of exclusive use of common property of the Strata Scheme to the Owner.
(c) Electronic Communication means a document or instrument, including, but is not limited to, a from of proxy for the purpose of clause 11 of Schedule 2 to the Act, the content of which is in an electronic media format only.
(d) Lot means any lot in strata plan no. 62842
(e) Owner means the owner from time to time of the Lot.
(f) Owners Corporation means the owners corporation constituted on the registration of strata plan no. 62842
(g) Owners Mark means a unique user name and password provided to the owner by the Owners Corporation for the purposes of signing and authenticating a Proxy Form.
(h) Strata Scheme means the strata scheme relating to Strata Plan no. 62842
2.2 Interpretation
2.2.1 In this by-law, unless the context otherwise requires:
(a) the singular includes plural and vice versa;
(b) any gender includes the other genders;
(c) any terms in the by-law will have the same meaning as those defined in the Act; and
(d) references to legislation include references to amending and replacing legislation.
2.2.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void, or unenforceable but the remainder of this by-law shall remain in full force and effect.

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PART 3 - CONDITIONS
3.1 An Owner may send Electronic Communication to the Owners Corporation if, before the communication is sent, he does the following:
(a) provides the Owners Corporation with an email address;
(b) warrants that the Owner has taken all necessary action to prevent unauthorised access to the email address; and
(c) consents to the email address being relied upon by the Owners Corporation to uniquely identify the Owner in respect of the communication.
3.2 For the avoidance of doubt, an email address provided by an Owner pursuant to clause 3.1 of this by-law remains valid for the purpose of sending any and all Electronic Communication to the Owners Corporation until such time as the Owner revokes his warranty and consent under that clause.
3.3 If an Electronic Communication sent by the Owner to the Owners Corporation is intended to be a proxy pursuant to clause 11 of Schedule 2 to the Act, it may be accepted by the Owners Corporation if:
(a) the communication is received in accordance with the notice period under the Act;
(b) the communication is in the form prescribed by the Strata Schemes Management Regulation 2010; and
(c) it contains the Owner's mark where a signature is required and, in conjunction with the email address provided pursuant to clause 3.1 of this by-law, allows the Owners Corporation to identify the Owner in respect of the proxy.
3.4 The Owner agrees that an email address provided pursuant to clause 3.1 of this by-law may be relied upon by the Owners Corporation as having complied with the requirement of an electronic communication signature under section 9 of the Electronic Transactions Act 2000 for any Electronic Communication originating from it.

### 25 Installation of Child Window Safety Devices

**Registration Date: 23/01/2015**

PART 1 - Preamble
The intention of this By-law is to provide the Owners Corporation with a means of charging, passing and/or indemnifying the Owners Corporation against any additional costs associated with the obligations imposed by section 64A of the Strata Schemes Management Act 1996 (Strata Schemes Management Amendment (Child Window Safety Devices) Bill 2013) on to the owner of a lot in circumstances including but not limited to the circumstances outlined in Part 3 (Rights & Obligations of Owners) below;
PART 2 - Definitions
(i) The following terms are defined to mean:
'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority or any contractor or agent engaged by the Owners Corporation or lot owner.
'Lot' means any lot in the strata plan.
'Occupier' means the occupier of a Lot
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the owners corporation created by the registration of strata plan.
'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.
'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.
'the Act' means the Strata Schemes Management Act 1996.
'Required Devices or Safety Devices' means a locking or other security device that must be installed pursuant to section 64A of the Act.
'works' means any repair, maintenance, replacement or refurbishment undertaken in relation to the required devices at the strata scheme.
(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

PART 3 - Rights and Obligations of Lot Owners
(i) A lot owner shall be liable to compensate or indemnify the Owners Corporation against any costs that arise as a

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result of any additional work or administrative charges that are imposed upon the Owners Corporation as a result of the section 64A of the Act, including but not limited to the following;
(a) An owner or occupier refusing access for the Owners Corporations agents to install the required devices;
(b) An owner or occupier refusing access for the Owners Corporations agents to certify that the correct devices have been installed;
(c) Where an owner elects to engage the Owners Corporations agent to fit a locking or safety device other than the device/s chosen by the Owners Corporation or the executive committee;
(d) Where an owner, occupier or owners agent removes or damages a safety device that has already been installed by the Owners Corporation or loses the key to said locks in accordance with section 64A;
(e) Where the owner of a lot undertakes the installation of a compliant safety device, the Owners Corporation shall not be obligated to reimburse the owner of the lot for the costs of the said device;
(f) Any additional administrative charges incurred by the Owners Corporation associated with items (i)(a) to (e) above;
(ii) Any costs imposed upon a lot owner pursuant to PART 3 (i)(a) to (f) of this Bylaw shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.
(iii) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
(iv) In the event the Owners Corporation rejects a request made by a lot owner pursuant to PART 3 (iii) of this By-law, all charges imposed by this By-law shall stand.

PART 4 - Rights, Powers and Obligations of the Owners Corporation
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
(i) The Owners Corporation shall have the power to recover all costs outlined in PART 3 above from a lot owner as a debt by way of a levy charged to the lot;
(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;
All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

### 26 Satellite TV Equipment-Exclusive Lot 100 and 121

**Registration Date: 23/01/2015**

The owner for the time being of lot/s 100 and 121 in the strata scheme is conferred with the right to install a communications satellite dish and all associated equipment wherever located for the reception of Pay-TV and other services (hereinafter referred to as the "the satellite dish") to service lot 100 and 121 within the strata scheme subject to the following terms and conditions:
(a) The satellite dish shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of lot 100 and 121;
(b) the owners of lot 100 and 121 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for the satellite dish;
(c) the installation of the satellite dish must be effected in a workmanlike manner by licensed and insured tradespersons;
(d) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the satellite dish must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
(e) the satellite dish must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

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(f) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the satellite dish is to be replaced or renewed;
(g) the satellite dish must be installed on the common property roof immediately above the lot space of lot 100 and 121 and must be installed in such a way and located in such a place so as to minimise the visual impact from any part of the common property or any public areas bounding the strata scheme.
(2) In the event that the owner or occupier of lot 100 and 121, after notice, fails to comply with any matters set out in conditions (a) to (g) hereof then the Owners Corporation may terminate the right of the owner or occupier to install satellite dish.

### 27 Installation of Skylight for Lot - 48

**Registration Date: 23/01/2015**

The owners for the time being of Lot 48 in the strata scheme is conferred with the exclusive use and enjoyment of that part of the common property being the roof area on face of roof for the installation of a skylight (hereinafter defined as including the skylight, ducting, and all associated equipment) (hereinafter referred to as the "skylight") servicing the Lot 48 within the scheme subject to the following terms and conditions:
(a) the skylight shall be maintained in good working order and condition by the owner/s without claim on the owners corporation in respect of such maintenance;
(b) the owner/s bearing the costs (without claim on the owners corporation) of electrical, mechanical or other repairs or services and replacement or renewal of the skylight including the costs of any insurance policies in fulfilling the terms of condition (a);
(c) the installation of the skylight must be effected in a workmanlike manner by licensed and insured tradespersons;
(d) the skylight must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
(e) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the skylight fan must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
(f) the owner/s shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the limited common property is to be replaced or renewed.

### 28 Satellite TV Equipment- Exclusive use-Lots 20,26,35,36,47,112

**Registration Date: 23/02/2015**

The owner for the time being of lots 20, 26, 35, 36, 47, 112 in the strata scheme is conferred with the right to install a communications satellite dish and all associated equipment wherever located for the reception of Pay-TV and other services (hereinafter referred to as the "the satellite dish") to service lots 20, 26, 35, 36, 47, 112 within the strata scheme subject to the following terms and conditions:
(a) The satellite dish shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of lots 20, 26, 35, 36, 47, 112;
(b) the owners of lots 20, 26, 35, 36, 47, 112 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for the satellite dish;
(c) the installation of the satellite dish must be effected in a workmanlike manner by licensed and insured tradespersons;
(d) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the satellite dish must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
(e) the satellite dish must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
(f) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before

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the satellite dish is to be replaced or renewed;
(g) the satellite dish must be installed on the common property roof immediately above the lot space of lots 20, 26, 35, 36, 47, 112 and must be installed in such a way and
located in such a place so as to minimise the visual impact from any part of the common property or any public areas bounding the strata scheme.
(2) In the event that the owner or occupier of lots 20, 26, 35, 36, 47, 112, after notice, fails to comply with any matters set out in conditions (a) to (g) hereof then the
Owners Corporation may terminate the right of the owner or occupier to install satellite
dish.

**29 Installation of Privacy Screens/Gates**

**Registration Date: 23/01/2015**

Each ground floor owner for the time being of each ground floor lot within the strata scheme is hereby permitted to undertake the installation of privacy screens to their lot (herein after referred to as the screens) under the following terms and conditions;
(a) The owners of any lot proposing to undertake the installation of the screens must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;
(b) the screens/gates shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;
(c) the style, design and finish of any proposed screen shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of screen to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;
(c) the owners of any lot proposing to undertake the installation of the screens/gates must obtain all necessary permits, licenses or consents required by local authority or other
statutory or lawful authority for such installation (if any);
(d) the installation of the screens/gates must be effected in a workmanlike manner by licensed and insured tradespersons (preferably Fence Magic) ;
(e) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the screens/gates must be forthwith made
good by the owners the lot to which the screen services at no cost to the Owners Corporation;
(f) the screens/gates must be maintained in good working order and condition by the owner of the lot to which the screen services without claim on the owners corporation in respect of such maintenance;
(g) the owner of a lot to which the screens/gates are installed shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the screens/gates are to be replaced or renewed;
(h) all paint and trim finishes applied to the screens/gates shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.
(2) In the event that an owner or occupier of a lot to which the screens/gates are installed, after notice, fails to comply with any matters set out in conditions (a) to (h) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

**30 Exclusive Use- Bathroom Installation- lot 47**

**Registration Date: 27/10/2015**

1. Introduction

1.1 This by-law authorises Works to be conducted on Common Property by the Owner.
1.2 This by-law further grants to the Owner exclusive use of so much of the Works as comprise part of the

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Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

2. Definitions & Interpretation

2.1 In this by-law:

"Building" means the building to which the Works are attached. "Common Property" means the common property for the Strata Scheme. "Development Act" means the Strata Schemes (Freehold Development) Act 1973. "Executive Committee" means the executive committee of the Owners Corporation. "Lot" means lot 47 within the Strata Scheme. "Management Act" means the Strata Schemes Management Act 1996. "Owner" means the owner of the Lot and that owner's successors in title. "Owners Corporation" means the owners corporation for the Strata Scheme. "Strata Managing Agent" means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act. "Strata Plan" means the strata plan for the Strata Scheme. "Strata Scheme" means the Strata Scheme in respect of which this by-law applies. "Strata Legislation" means the Development Act and the Management Act. "Works" means the works set out in the attached scope of works, summarised as the installation of an ensuite and walk-in cupboard in the master bedroom of the Lot, in accordance with the attached plans.

2.2 In this by-law:

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

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

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

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

2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,

2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and

2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3.0 Authorisation and Right of Exclusive Use

3.1 Authorisation

3.1.1 The Owner is specifically authorised to and has a special privilege to conduct the Works on the Common Property.

3.2 The Grant of Exclusive Use

3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common Property on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

4.0 Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:

4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works;

4.1.1.2 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than $10

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million in respect of any claim noting the interests of the Owners Corporation on the policy, and

4.1.1.3 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law.

4.1.2 If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

4.1.3 The Works must not be conducted until this by-law is registered.

4.2 During the Conduct of the Works

4.2.1 During the Works the Owner must:

4.2.1.1 Standard of Workmanship

ensure the Works are carried out in a proper and workmanlike manner (and in accordance with Australian Standards) by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used, and must ensure that the new bathroom is adequately waterproofed in a compliant manner,

4.2.1.2 Quality of the Works

make certain the Works are in accordance with any specification,

4.2.1.3 Variation to Works

not vary the Works without obtaining the prior written approval of the Owners Corporation,

4.2.1.4 Debris

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

4.2.1.5 Storage of Building Materials on Common Property

make sure that no building materials are stored on Common Property,

4.2.1.6 Times for Renovations

ensure that the Works are only carried out between the hours of 7.30am - 4.30pm on Monday - Friday and are not performed on weekends or public holidays,

4.2.1.7 Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 8.00am - 3.00pm on Monday - Friday and are not used on weekends or public holidays,

4.2.1.8 Interruption to Services

give the occupiers of other lots at least 48 hours' prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

4.2.1.9 Costs of Works

pay all costs associated with the Works,

4.2.1.10 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.2.1.11 Right of Access

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, the Owner must:

4.3.1.1 promptly notify the Owners Corporation that the Works are complete,

4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works,

4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

4.4 Enduring Obligations

The Owner must:

4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,

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4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and
4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works.
4.5 Indemnity
The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.
4.6 Access
The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.
5.0 Breach of this By-Law
5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:
5.1.1 rectify any such breach,
5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.
5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

### 31 Exclusive Use-Installation of Skylights - Lot 121

**Registration Date: 12/07/2016**

The owners of Lot 121 in the strata scheme are granted exclusive use and enjoyment of that part of the common property being the roof space and face of roof above their lot that is required to install a skylight device to service Lot 121 within the scheme, subject to the following terms and conditions:
a) The owner/s must obtain all necessary permits, licenses and consents required by local authority or other statutory or lawful authority for such installation;
b) The installation must be undertaken and maintained so as to comply with all current and future fire safety regulations without claim on the Owners Corporation;
c) The installation must be effected in a workmanlike manner by licensed and insured tradespersons;
d) Any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of the skylight must be forthwith made good by the owner/s at no cost to the Owners Corporation;
e) The owner/s shall alone be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the installation without claim on the Owners Corporation;
f) Where visible from outside of the building, the appearance of the installation must be, and must always remain, in keeping with the remainder of the building;
g) It is acknowledged that any benefit and burden flowing from this approval shall flow to the future owners;
h) the owner/s shall inform the strata managing agent of the scheme no later than fourteen (14) days before the limited common property is to be replaced or renewed.

### 32 Real Estate Advertising Signs

**Registration Date: 12/07/2016**

(a) The erection of Real Estate advertising signs including "Auction", "For Sale" and "For Lease" signs are prohibited from being erected on the common property or any other part of the parcel, including the windows or balcony doors on a lot.
(b) In the event an owner authorises the installation of a real estate advertising sign for their lot, then the Owners

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Corporation shall;
i) effect the immediate removal of the offending sign and;
ii) charge the owner of the lot for the costs of removal.

### 33 Levying of Debt Collection Expenses

**Registration Date: 07/10/2016**

PART 1 - Preamble
(i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.
(ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the executive committee that are incurred during the debt recovery process.
(iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 - Definitions & Interpretation
2.1 In this by-law, unless the context otherwise requires or permits:
'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.
'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of executive commit for the pursuit of levy arrears or debt recovery against a lot owner.
'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.
'Lot' means any lot in the strata plan.
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme
'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.
'Reasonable expenses of the executive committee' means expenses that may approved by the executive committee at a properly convened executive committee meeting from time to time.
'The Act' means the Strata Schemes Management Act 2015.
2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.
2.3 In this by-law, unless the context otherwise requires:
(a) the singular includes plural and vice versa;
(b) any gender includes the other genders;
(c) any terms in the by-law will have the same meaning as those defined in the Act; and
(d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
(i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
(ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
(iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
(iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

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(v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
(vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 4 - Owners Right of Appeal
(i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.

### 34 Installation of Skylight Lot 10

**Registration Date: 07/10/2016**

The owners for the time being of Lot 10 in the strata scheme is conferred with the exclusive use and enjoyment of that part of the common property being the roof area on face of roof for the installation of a skylight (hereinafter defined as including the skylight, ducting, and all associated equipment) (hereinafter referred to as the "skylight") servicing the Lot 10 within the scheme subject to the following terms and conditions:
(a) the skylight shall be maintained in good working order and condition by the owner/s without claim on the owners corporation in respect of such maintenance;
(b) the owner/s bearing the costs (without claim on the owners corporation) of electrical, mechanical or other repairs or services and replacement or renewal of the skylight including the costs of any insurance policies in fulfilling the terms of condition (a);
(c) the installation of the skylight must be effected in a workmanlike manner by licensed and insured tradespersons;
(d) the skylight must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
(e) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the skylight fan must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
(f) the owner/s shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the limited common property is to be replaced or renewed.

### 35 Installation of Satellite Dish- Lot 22

**Registration Date: 07/10/2016**

The owner for the time being of lot 22 in the strata scheme is conferred with the right to install a communications satellite dish and all associated equipment wherever located for the reception of Pay-TV and other services (hereinafter referred to as the "the satellite dish") to service lot 22 within the strata scheme subject to the following terms and conditions:
(a) The satellite dish shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of lot 22;
(b) the owners of lot 22 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for the satellite dish;
(c) (c) the installation of the satellite dish must be effected in a workmanlike manner by licensed and insured tradespersons;
(d) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the satellite dish must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
(e) the satellite dish must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

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Fax: 1300 644 402 HURSTVILLE BC 1481

# Strata Plan 62842

## 118 KARIMBLA RD CNR 36 WANDELLA RD MIRANDA

(f) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the satellite dish is to be replaced or renewed;
(g) the satellite dish must be installed on the common property roof immediately above the lot space of lot 22 and must be installed in such a way and located in such a place so as to minimise the visual impact from any part of the common property or any public areas bounding the strata scheme.
(2) In the event that the owner or occupier of lot 22, after notice, fails to comply with any matters set out in conditions (a) to (g) hereof then the Owners Corporation may terminate the right of the owner or occupier to install satellite dish.

**36 Garden Maintenance**

**Registration Date: 28/08/2017**

36.1 An Owner or Occupier whose Lot includes a landscaped area or a garden box on the boundary of the Lot or a balcony adjoining the Lot must ensure that:

(a) so far as is practicable any grass and plants in the landscaped area or a garden box are maintained in a healthy and vigorous condition as per the landscape plan prepared by Tranquility Landscapes; and
(b) any grass or plant which is damaged, diseased or dies is promptly replaced, where practicable, with the grass or a plant of the same species and detailed in the landscape plan, this must be of a similar size; and
(c) the garden box must be properly maintained and kept in a state of good repair in accordance with the directions given by the owners corporation from time to time; and
(d) in watering plants on any balcony adjoining the Lot, an Owner or Occupier must be careful not to affect Common Property or any other Lot .
36.2 If an Owner or Occupier fails to comply with this by-law 36, the Owners Corporation may give notice requiring compliance within 14 days.

36.3 If an Owner or Occupier fails to comply with a notice given under this by- law 36, the Owners Corporation may, at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this bylaw 36

36.4 Any expense incurred by the Owners Corporation under this by-law 36 is recoverable as a debt against the Owner or Occupier in a court or tribunal of competent jurisdiction.

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## Approved Form 10

### Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan 62842 was affixed on 28 August 2017 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: Brad Wood of Netstrata

Authority: **Appointed Managing Agent**

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**Lodger Details**

| | |
|---|---|
| Lodger Code | 506562H |
| Name | STRATA SPECIALIST LAWYERS |
| Address | PO BOX 515<br>ROSE BAY 2029 |
| Lodger Box | 1W |
| Email | COLINCUNIO@STRATASPECIALISTLAWYERS.COM.AU |
| Reference | 6539 |

Land Registry Document Identification

AV636678

**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/SP62842 | N | |

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP62842

Other legal entity

**Meeting Date**

12/09/2025

| | |
|---|---|
| **Amended by-law No.** | |
| **Details** | N/A |
| **Added by-law No.** | |
| **Details** | Special By-Laws 47-48 |
| **Repealed by-law No.** | |
| **Details** | N/A |

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

**Attachment**

**See attached** Conditions and Provisions

**See attached** Approved forms

**Execution**

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

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

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

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

| | |
|---|---|
| **Executed on behalf of** | THE OWNERS - STRATA PLAN NO. SP62842 |
| **Signer Name** | COLIN CUNIO |
| **Signer Organisation** | COLIN CUNIO SOLICITORS PTY. LTD. |
| **Signer Role** | PRACTITIONER CERTIFIER |
| **Execution Date** | 22/11/2025 |

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STRATA | SPECIALIST | LAWYERS

# THE OWNERS – STRATA PLAN NO 62842

# CONSOLIDATED BY-LAWS

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**Authority:** Strata Manager .....

**Signature:** ..... Electronic signature of me, Paul Culbi. Affixed at my direction on 11/11/2025 at 7:50am

**Name:** Paul Culbi .....

THE OWNERS STRATA PLAN NO. 62842 The Common Seal of ★

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act* 2015 to attest the affixing of the seal.**

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## 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 subclause (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.

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(5) Despite section 62, 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 subclause (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 subclause (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 etc. 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 (amended 5 January 2018)

(1) An owner or an occupier of a lot may hang washing on lines provided by the owners corporation for that purpose. The washing may be hung for a maximum period of 24 hours.

(2) An owner or an occupier of a lot may hang washing on any part of the lot, other than over the balcony railings. The washing may only be hung for a reasonable period.

(3) In this By-Law washing includes any clothing, bedding, towel or other article of a similar type.

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## 11 Cleaning Windows and Doors (amended 5 January 2018)

(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 Moving Furniture and Other Objects on or Through Common Property

(1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

(2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.

(3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

## 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

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condition and (except in the case of receptacles for recyclable material) adequately covered, and

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

(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),

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

(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.

## 16 Keeping of Animals (amended 31 October 2000)

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

(2) If an owner or occupier of a lot keeps a cat, a small caged bird on the lot then the owner or occupier must:

(a) notify the owners corporation that the animal is being kept on the lot;

(b) keep the animal within the lot;

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(c) carry the animal when it is on the common property;

(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal;

(e) take all reasonable steps to ensure that the animal does not interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

(3) If the Owners Corporation consents to the keeping of an animal on the lot or the common property, the Owners Corporation may grant its consent on such conditions that it may think reasonable in its absolute discretion and in all events the provisions of By-Law 16(2) and 16(4) hereunder shall apply.

(4) In the event that an owner or occupier of a lot upon which an animal is kept, after notice, consistently fails to comply with any matters set out in By-Law 16(2)(a) to (e) hereof or any conditions imposed by the Owners Corporation pursuant to By-Law 16(3) then the Owners Corporation may terminate the right of the owner or occupier to keep an animal.

## 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).

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

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## SPECIAL BY-LAW 1 – Alterations and Additions to Fire Doors (registered 31 October 2000)

**A) Definitions**

(a) The following terms are defined to mean:

'**Fire Door**' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures.

'**Original Condition**' means the condition at the date of registration of the strata scheme.

(b) Where any terms used in this by-law are defined in the *Strata Schemes Management Act 1996*, they will then have the same meaning as those words are attributed under that Act,

**B) Duties of Owners**

(a) Notwithstanding by-law 5 of Schedule One of the *Strata Schemes Management Act 1996*, an owner or occupier of a lot must not;

(b) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and

(c) make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

**C) Liability**

1. An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.

2. An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the Fire Door to its Original Condition immediately after it has occurred.

**D) Indemnity**

i) An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.

**E) Right to Remedy Default**

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may:

i) carry out all work necessary to perform the obligation;

ii) enter upon any part of the parcel to carry out that work; and

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iii) recover the costs of carrying out that work as a debt from the owner of the lot.

## SPECIAL BY-LAW 2 – Installation of Air Conditioners (registered 05 March 2002)

(1) Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:

(a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;

(b) the air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;

(c) the air-conditioner must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme;

(d) the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(e) the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;

(f) the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;

(g) the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;

(h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(i) the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

(j) the air-conditioner and all filters must be regularly cleaned by the owner;

(k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;

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(2) In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the air-conditioner.

## SPECIAL BY-LAW 3 – Exclusive Use Lot 97 (registered 18 October 2002)

(1) The owner/s for the time being of lot 97 in the strata scheme and any persons authorised by them from time to time shall be entitled to the exclusive use and enjoyment of that part of the common property indicated by cross hatching and marked "X" on the plan shown below (hereinafter referred to as "the exclusive use area") subject to the following terms and conditions:

(a) The exclusive use area hall only be used as private open space;

(b) The exclusive use area must be maintained in a clean and tidy state by the owner/s of lot 97 at no cost to the owners corporation;

(c) The owner/s of lot 97 must pay all costs of maintenance, care and replacement of landscaping, plants & shrubs or other materials used within the exclusive use area;

(d) The owner/s of lot 97 shall be responsible for the general repair & maintenance (defined as repairing of settlement/movement cracks & painting) of the garden retaining walls bounding the exclusive use area without claim on the owners corporation;

(e) No permanent or semi-permanent structure of any sort shall be erected in the exclusive use area without the written consent of the owners corporation;

(f) The species of plants & shrubs planted in the Exclusive Use Area may not be removed or changed without the written consent of the owners corporation;

(g) The balcony balustrade separating the owners lot and exclusive use area may be removed by the owners of lot 97;

(2) In the event that the owner/s of lot 97, after notice, fails to comply with any matters set out in conditions (a) to (g) hereof then the Owners Corporation may terminate the Exclusive Use rights conferred within this By-law, reinstate the garden area and common property to its original condition and claim the cost of the said reinstatement from the owners of lot 97.

## SPECIAL BY-LAW 4 – Exclusive Use Lot 71 (registered 18 October 2002)

(1) The owner/s for the time being of lot 71 in the strata scheme and any persons authorised by them from time to time shall be entitled to the exclusive use and enjoyment of that part of the common property indicated by cross hatching and marked "Y" on the attached plan (hereinafter referred to as "the exclusive use area") subject to the following terms and conditions:

(a) The exclusive use area shall only be used as private open space;

(b) The exclusive use area must be maintained in a clean and tidy state by the owner/s of lot 71 at no cost to the owners corporation;

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(c) The owner/s of lot 71 must pay all costs of maintenance, care and replacement of landscape, paving or other materials used within the exclusive use area without claim on the owners corporation;

(d) The owner/s of lot 71 shall be responsible for the general repair & maintenance (defined as repairing of settlement/movement cracks & painting) of the garden retaining walls bounding the exclusive use area without claim on the owners corporation;

(e) No permanent or semi-permanent structure of any sort shall be erected in the exclusive use area without the written consent of the owners corporation;

(f) The species of plants & shrubs planted in the Exclusive Use Area may not be removed or changed without the written consent of the owners corporation;

(g) The balcony balustrade separating the owners lot and exclusive use area may be removed by the owners of lot 71;

(h) The owners of lot 71 shall be responsible for all costs associated with registering this By-Law;

(2) In the event that the owner/s of lot 71, after notice, fails to comply with any of the matters set out in conditions (a) to (g) hereof, then the Owners Corporation may terminate the Exclusive Use Rights conferred within this By- Law, reinstate the garden area and common property to its original condition and claim the cost of the said reinstatement from the owners of lot 71.

## SPECIAL BY-LAW 5 – Rafter Coverings (registered 18 October 2002)

(1) Each owner for the time being of each top floor lot within the strata scheme is conferred with the right to install Bronze coloured polycarbonate roof sheeting with the honeycomb profile to the exposed timber beams above the balconies of their lots to provide shade and protection from sun and weather (hereinafter referred to as the "coverings") to service the owners lot within the strata scheme subject to the following terms and conditions:

(a) The owners of any lot proposing to undertake the installation of the coverings must submit comprehensive plans and diagrams including material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed. Such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclauses (b) to (i) hereof, shall set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;

(b) the coverings shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;

(c) the coverings must extend the full length and width of the timber beams over the balcony of the lot to which they are to be installed;

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(d) the owner or occupier of a lot proposing to undertake the installation of coverings must ensure that all rainwater from the coverings is directed into the existing stormwater drainage system and that all gutters, pipes and other apparatus used to achieve this are in keeping with the colour, style and design of the existing stormwater drainage apparatus in use throughout the strata scheme. All such attendant apparatus herein referred to will in all respects form part of the "coverings" as referred to throughout this by-law;

(e) the owners of any lot undertaking the installation of any coverings must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(f) the installation of any coverings must be effected in a workmanlike manner by licensed and insured tradespersons;

(g) the coverings must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;

(h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any covering must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(i) the coverings must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

(j) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any coverings are to be replaced or renewed;

(2) In the event that an owner or occupier of a lot to which any coverings are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the said coverings.

**SPECIAL BY-LAW 6 – Rectification of Settlement Cracks** (registered 04 November 2003)

1. Pursuant to section 62(3) of the Act, the owners corporation has resolved that it is inappropriate to maintain, renew, repair or replace any part of the common property walls or ceilings, including any decorative or finishing materials affixed to those surfaces, within any lot space in the strata scheme provided that:

(a) any damage or defect is limited to settlement or shrinkage cracks that do not effect the structural integrity of the building;

(b) damage has not been caused by an insurable event;

(c) damage has no material effect upon the utility of a lot.

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2. Any dispute arising from a determination made by the owners corporation pursuant to subclause 1(a) must be referred to a qualified structural engineer as to whether the subject damage compromises the structural integrity of the building or otherwise.

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3. Any professional costs arising from the appointment of a qualified structural engineer or other professional pursuant to clause 2 shall be borne by:

   (a) the owners corporation where a structural defect is evidenced;

   (b) by the owner of the lot with whom the dispute has arisen where no defect is evidenced.

## SPECIAL BY-LAW 7 – Absolution of Exhaust Fan Maintenance (registered 27 October 2004)

Pursuant to section 62(3) of the Act, the Owners Corporation has deemed that it is inappropriate to maintain, renew, repair or replace any exhaust extraction fan located within the ceiling space of each lot provided that the damage to the fan has not been caused by an insurable event.

## SPECIAL BY-LAW 8 – Access for Inspection of Fire Services (registered 31 October 2005)

**A) Definitions**

(a) The following terms are defined to mean:

'**Agents**' means the Strata Managing Agent, Executive Committee or any Fire Safety Contractor or personnel engaged by the Owners Corporation.

'**Fire Safety Equipment**' means any Fire Safety Measure listed in clause 166 of the *Environmental, Planning and Assessment Regulations 2000 (NSW)* or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.

'**Fines**' or '**Re-Inspection Fees**' includes any fine or charge imposed on the Owners Corporation by a local council or other statutory or lawful authority or penalty charges imposed by a contractor or agent engaged by the Owners Corporation.

'**Reasonable Access**' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.

(b) Where any terms used in this by-law are defined in the *Strata Schemes Management Act 1996*, they will have the same meaning as those terms are attributed under that Act.

**B) Duties of Owners**

In relation to the Owners Corporations responsibility to obtain Annual Fire Safety Statements pursuant to the *Environmental, Planning and Assessment Act 1979* and section 65(1) of the *Strata Schemes Management Act 1996* the owner of a lot is responsible for ensuring:

(a) that where necessary the Owners Corporation or its Agents have reasonable access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

(b) the occupants of the lot do not deny, obstruct or unreasonably delay access by the Owners Corporation or their Agents for the purposes of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.

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**C) Duties of the Owners Corporation**

The Owners Corporation or their Agents must provide the occupants of the lot with a minimum of seven (7) days notice that access to the lot is required for the purposes of carrying out any works described in sub-clause B).

**D) Indemnity**

i) The owner of a lot indemnifies the Owners Corporation against any loss or damage that the Owners Corporation may suffer from Fines, Re-inspection Fees or any other costs that may be incurred by the Owners Corporation if access to the lot to conduct the necessary Fire Safety Inspections cannot be obtained by the cause or neglect of the occupant or the failure of the owner to fulfill their obligations as provided in sub-clause B);

ii) the owner of a lot indemnifies the Owners Corporation for any costs that may be incurred by the replacement of faulty fire safety equipment within the lot that is essential for the Annual Fire Safety Statement to issued.

**E) Right to Remedy Default**

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may:

i) Carry out all work necessary to perform the obligation;

ii) enter upon any part of the parcel to carry out that work; and

iii) recover the costs of carrying out that work as a debt from the owner of the lot by way of a levy charged to the lot.

## SPECIAL BY-LAW 9 – Installation of Signage (registered 13 December 2007)

The Owners Corporation, in addition to the functions conferred upon it by or under the *Strata Schemes Management Act 1996 (NSW)* and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

(a) To purchase and install signage and all associated equipment throughout the strata scheme and;

(b) The maintenance, repair, renewal and replacement of the signage referred to in subclause (a).

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## SPECIAL BY-LAW 10 – Installation of Blinds (registered 13 December 2007)

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

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

(b) the devices shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;

(c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;

(d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;

(f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;

(g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

(i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;

(j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.

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(2) In the event that an owner or occupier of a lot to which any devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

(3) In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.

## SPECIAL BY-LAW 11 – Compensation to Owners Corporation (registered 13 December 2007)

**A) Definitions**

(i) The following terms are defined to mean:

'**Costs**' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.

'**Lot**' means any lot in the strata plan.

'**Occupier**' means the occupier of a Lot.

'**Owner**' means the owner/s of the Lot.

'**Owners Corporation**' means the owners corporation created by the registration of strata plan.

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

'**Owners Agents**' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

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

'**works**' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

(ii) Where any terms used in this by-law are defined in the *Strata Schemes Management Act 1996*, they will have the same meaning as the terms attributed under that Act.

**B) Rights and Obligation of Owners**

(i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;

(ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.

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(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.

(iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(v) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

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

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

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

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

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

## SPECIAL BY-LAW 12 – Installation of Hand Railings (registered 13 December 2007)

The Owners Corporation, in addition to the functions conferred upon it by or under the *Strata Schemes Management Act 1996 (NSW)* and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

(a) To purchase and install hand railings and all associated materials to common area stairs throughout the strata scheme and;

(b) The maintenance, repair, renewal and replacement of the hand railings referred to in subclause (a).

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## SPECIAL BY-LAW 13 – Installation of Skylight Lot 47 (registered 13 December 2007)

The owners for the time being of Lot 47 in the strata scheme is conferred with the exclusive use and enjoyment of that part of the common property being the roof area on face of roof for the installation of a skylight (hereinafter defined as including the skylight, ducting, and all associated equipment) (hereinafter referred to as the "skylight") servicing the Lot 47 within the scheme subject to the following terms and conditions:

(a) the skylight shall be maintained in good working order and condition by the owner/s without claim on the owners corporation in respect of such maintenance;

(b) the owner/s bearing the costs (without claim on the owners corporation) of electrical, mechanical or other repairs or services and replacement or renewal of the skylight including the costs of any insurance policy's in fulfilling the terms of condition (a);

(c) the installation of the skylight must be effected in a workmanlike manner by licensed and insured tradespersons;

(d) the skylight must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;

(e) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the skylight fan must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(f) the owner/s shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the limited common property is to be replaced or renewed.

## SPECIAL BY-LAW 14 – Payment of Insurance Excesses (registered 25 February 2009)

**A) Intention**

The intention of this By-law is to determine whether a lot owner shall be responsible for the payment of any applicable insurance excess following the settlement of an insurance claim that affects only their lot property at the strata scheme. If passed by the Owners Corporation, the intention of the By-law is for the lot owner to assume liability for the expense.

**B) Definitions**

(i) The following terms are defined to mean:

'**Common Property**' means those elements of the building noted as common property on the registered strata plan for the scheme, with the exception of the items listed under 'Lot Property' below;

'**Excess**' means the amount deducted by the Owners Corporations insurance company following the settlement a claim applicable to this By-law;

'**Lot**' means any lot in the strata plan;

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'**Lot Property**' means those parts and elements of the building contained within the owners lot, in accordance with the strata plan registered for the strata scheme that are covered by the Owners Corporations insurance policy, as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices & skirtings and appliances that only service the lot, including but not limited to, stoves, cook tops, ovens, exhaust fans (wherever located), hot water heaters and air-conditioning apparatus;

'**Owner**' means the owner/s of the Lot.

'**Owners Corporation**' means the owners corporation created by the registration of strata plan.

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

(ii) Where any terms used in this by-law are defined in the *Strata Schemes Management Act 1996*, they will have the same meaning as the terms attributed under that Act.

**C) Payment of Excesses**

(i) A lot owner shall be liable to pay any insurance excess that may be applicable to the settlement of an insurance claim that affects only their lot property at the strata scheme;

(ii) In the event an insurance claim affects both lot property and common property under the same insurable event, the Owners Corporation shall be responsible to pay the excess;

(iii) In the event the claim affects common property only, the Owners Corporation shall be responsible to pay the excess;

**D) Owners Right of Appeal**

(i) In the event that a lot owner believes an excess levied upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

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

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

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations:

(i) The Owners Corporation shall have the power to recover any insurance excess outlined in clause C)(i) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

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(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

## SPECIAL BY-LAW 15 – Treatment of Mould (registered 01 September 2009)

1. Pursuant to section 62 (3) of the act the Owners corporation has determined that it is inappropriate to maintain, renew, replace or repair any part of the common property building structure or building appurtenances that may, by virtue of design, location or disposition, not be inimical to the accumulation of moisture in the accommodation areas of a lot in the strata scheme and where said moisture may be contributing to mould growth or other such malady's in any part of the lot, provided that:

   a) There is no fundamental flaws in the construction of the building or appurtenances that are the cause of direct transmission of moisture from an external source into any part of a lot in the strata scheme;

   b) no fundamental failure of the building structure or appurtenances has occurred that is contributing to the direct transmission of moisture from an external source into a lot envelope;

   c) the Owners Corporation has taken reasonable steps to ensure that the conditions referred to in subclauses a) and b) do not exist.

2. In the event that an owner of a lot in the strata scheme that has been effected by mould growth in their lot is able to mitigate the accumulation of moisture by the application of certain treatments or fitting of certain apparatus to the building structure or appurtenances, the Owners corporation may, at its absolute discretion, permit the application of such treatments or the fitting of apparatus provided that in all respects the principals of By-Laws (Damage to Common Property), subclauses 3, 4, & 5 are complied with and that no claim is entered on the Owners Corporation in respect of the cost of any such applications or fitments.

## SPECIAL BY-LAW 16 – Segregation of Common Utilities (registered 18 December 2009)

**PART 1 – GRANT OF POWER**

1.1 The Owners Corporation shall have the following additional powers, authorities, duties and functions:

   (a) the power to regulate water services charges and/or gas services charges and/or any other common utility charge.

**PART 2 – DEFINITIONS & INTERPRETATION**

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

   (a) **Gas services charges** means a charge payable for gas consumption by an Owner.

   (b) **Invoice** means levy notice.

   (c) **Lot** means any lot in the strata plan

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(d) **Other common utility charge** means any other utility such as electricity used by the Owners Corporation

(e) **Owner** means the owner of the Lot.

(f) **Owners Corporation** means the owners corporation created by the registration of strata-plan

(g) **Water services charges** means a charge payable for water consumption by an Owner.

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and

(d) references to legislation includes references to amending and replacing legislation.

**PART 3 – CONDITIONS**

3.1 The Owners Corporation has the power to:

(a) determine that Water services charges and/or Gas services charges are to be paid by an Owner on a unit entitlement basis by issuing an invoice.

3.2 An Owner:

(a) must comply with any approval or directions of the Owners Corporation given under this by-law;

(b) agrees that they are responsible for payment of the Water services charges and/or Gas services charges.

3.3 Any payment required by the Owners Corporation in accordance with this by-law becomes due and payable to the Owners Corporation in accordance with the decision of the Owners Corporation to require that payment.

3.4 Any payment required from an Owner may be recovered in a Court or Tribunal of competent jurisdiction as a debt.

3.5 The Owners Corporation may levy a payment as a charge on an Owner of a Lot by serving written notice of the charge payable by that Owner on that Owner.

3.6 A charge if not paid at the end of one month after it becomes due and payable bears until paid simple interest at an annual rate of ten percent (10%).

3.7 The Owners Corporation may recover, as a debt a charge not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

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## SPECIAL BY-LAW 17 – Installation of Restricted Lockset (registered 18 December 2009)

Resolved by Special Resolution that the Owners Corporation pass an empowering By-Law authorising the installation of restricted lockset cylinders to be installed at the strata scheme and used the existing Sinking Fund to fund the same.

## SPECIAL BY-LAW 18 – Service of Documents by Owners Corporation (registered 16 November 2010)

**PART 1 – Preamble**

(i) The intention of this By-law is to provide the Owners Corporation with alternative means of serving notices, minutes, levies and other general correspondence on the owners within the strata scheme, other than those already specified in the *Strata Schemes Management Act 1996 (NSW)*.

(ii) The method of delivery of notices referred to in this By-law may be issued by the Owners Corporation, where appropriate by electronic means including email, facsimile transmission, via the internet, website/s, electronic noticeboards or mobile telephone short message service (SMS).

**PART 2 – Definitions & Interpretation**

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

(a) **Act** means the Strata Schemes Management Act 1996 (NSW) or any amendment

(b) **Email** means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email

(c) **Facsimile** means any electronic communication device that transmits information in a form from which written material is capable of being reproduced

(d) **Lot** means any lot in the strata plan

(e) **Notices** means any correspondence issued by the Owners Corporation, including but not limited to notices and minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence

(f) **Non-Statutory Notice** means any notice that the Owners Corporation is not obliged to issue under the Act, such as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence

(g) **Owner** means the owner of the Lot

(h) **Owners Corporation** means the owners corporation created by the registration of strata plan 62842

(i) **SMS** means Short Message Service, the common text messaging service available on mobile phones and other handheld devices

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act; and

(d) references to legislation includes references to amending and replacing legislation.

**PART 3 – Powers, Duties and Obligations of the Owners Corporation**

3.1 Pursuant to section 236(4)(e) of the Act, the Owners Corporation, in addition to the functions conferred upon it by or under the Act and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to serve notices on the owners of the lots within the scheme by any of the following methods:

(a) The address for services of notices specified in the section 118 provided by the lot owner to the Owners Corporation, or;

(b) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with an Email address, via the Email address supplied, or;

(c) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with a Facsimile number, via the Facsimile number provided, or;

(d) In addition to subclauses 3.1(a) to (c), for levy contribution payment notice, levy contribution arrears notices and general reminder notices, where an owner has provided the secretary, strata managing agent or Owners Corporation with a mobile telephone number, the Owners Corporation may issue reminder and payment details via an SMS message via the mobile number supplied.

3.2 Where a notice is issued to the owner of a lot by Email or Facsimile transmission, the secretary, strata managing agent or Owners Corporation must ensure a confirmation receipt is received verifying delivery of the notice to the email address or facsimile number.

3.3 In the event the secretary, strata managing agent or Owners Corporation receives a delivery error message when attempting to issue a notice via Email or Facsimile to a lot owner, they must immediately cause the notice to be issued by post to the address specified for the lot notified under section 118 of the Act.

3.4 In the event an error message is received pursuant to clause 3.3 of this By-law, the secretary, strata managing agent or Owners Corporation must ensure that sufficient period of notice is provided, as required by the Act for the delivery of the notice/s by post.

**PART 4 – Responsibilities and Obligations of Owners**

4.1 Where an owner has supplied the Owners Corporation with an address or addresses for the delivery of service of notices, whether it be a postal address, email address, mobile telephone or facsimile number, the owner must within 14 days notify and supply the Owners Corporation with any changes to the information they have previously supplied;

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4.2 Any information provided by a lot owner pursuant to this by-law shall be relied upon by the Owners Corporation and any errors or omissions in the information provided is at the responsibility of the respective lot owner providing the information.

4.3 Where the Owners Corporation has complied with the terms and conditions of this By-law and the owner of a lot fails to receive any notices due to a failure to supply the Owners Corporation with updated information pursuant to clause 4.1, then the Owners Corporation cannot be held liable for the failure to receive the notice.

4.4 In the event an owner of a lot receives a notice from the Owners Corporation via email or facsimile and is unable to open or read the attachments contained within the notice they must immediately contact the person or entity that supplied the notice so an alternative notice may be issued.

## SPECIAL BY-LAW 19 – Preservation of Fire Safety (registered 21 October 2011)

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

## SPECIAL BY-LAW 20 – Changes to Floor Coverings and Surfaces (registered 21 October 2011)

(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.

## SPECIAL BY-LAW 21 – Delivery of Executive Committee Notices and Minutes (registered 21 October 2011)

When issuing notices and minutes of Executive Committee Meetings, the Strata Managing agent shall be obliged to distribute the meeting notices and minutes by:

(1) (a) Affixing a copy of the notice or minutes on the common noticeboard in accordance with the provisions of the Act, or;

(b) By emailing a copy of the notices or minutes to all owners that have provided the Owners Corporation with an email address for the delivery of notices by the Owners Corporation.

(2) The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

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## SPECIAL BY-LAW 22 – Absolution of Maintenance - Lot Fixtures and Fittings

(registered 11 February 2013)

**PART 1 – Introduction and Intent**

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

(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme. The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 62(3) of the Act.

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

(d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building. Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

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

**PART 2 – Definitions**

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

(a) **Act** means the *Strata Schemes Management Act 1996 (NSW)* or any amendment

(b) **Lot** means any lot in the strata plan

(c) **Owner** means the owner of the Lot

(d) **Owners Corporation** means the owners corporation created by the registration of strata plan 62842

(e) **Internal Area** means any area within the envelope of a lot as defined by the Strata Plan

(f) **Internal Pipe Work and Wiring** means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

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(c) any terms in the by-law will have the same meaning as those defined in the Act; and

(d) references to legislation includes references to amending and replacing legislation.

**PART 3 – Terms and Conditions**

In accordance with section 62(3) of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

**3.1 Internal Areas**

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

(a) All Cornices

(b) All Skirting Boards

(c) All Architraves and Internal Door Jams

(d) Wall tiles wherever located, including kitchen, bathroom and laundries

(e) Floor Tiles wherever located, including kitchen, bathroom and laundries

(f) False Ceilings

(g) Mezzanines, Stairs and Handrails

(h) All paintwork and wall paper

(i) The cleaning of mould throughout the lot where the causative factors are purely environmental

**3.2 Bathroom, Ensuites and Laundry Areas**

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

(a) All taps and internal pipe work

(b) Shower screens

(c) Bathtub, including internal floor waste and drainage pipes

(d) Sinks and hand basins including internal drainage pipes,

(e) Cabinets and mirrors

(f) Toilet pan, including cistern and internal waste pipes

(g) All lights, light fittings and exhaust fans that only service the lot, wherever located

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**3.3 Kitchen Areas**

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

(a) All taps and internal pipe work

(b) All internal waste and drainage pipes, including connection to the common stack

(c) Bench tops

(d) Sinks and insinkerators

(e) Ovens, Stoves and Cook Tops

(f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

**3.4 Floor Coverings**

(a) All carpet within the lot

(b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles

(c) All Floor boards, whether floating or fixed

(d) All parquetry, linoleum, vinyl and cork tiles wherever located

**3.5 Balcony/Courtyard Areas**

(a) All tiles, pavers and decking

(b) All stairs and handrails within the balcony or courtyard area

(c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan

(d) All plants and grassed areas within the balcony or courtyard

(e) The pruning, trimming or removal of a tree or trees, including damage caused by roots

(f) Fences that divide two lots

(g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

**3.6 Electrical Fittings & Appliances**

(a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling

(b) All electrical sockets and wall plates

(c) Electrical main and sub-main that services only one lot including fuses wherever located

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(d) Smoke Detectors that only service one lot

(e) Alarm Systems that only service one lot

(f) Individual Garage Door Motors

(g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located

(h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;

(i) Ceiling Fans

(j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.

(k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

**3.7 Front Door, Balcony Doors, Windows and Garage Area**

(a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;

(b) Automatic door closers

(c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;

(d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote-control units that operate common entry doors and garage doors at the scheme

## SPECIAL BY-LAW 23 – Installation of Garage Door/Shutter/Gate (registered 11 February 2013)

Pursuant to By-Law 19, the Owners Corporation, in addition to the functions conferred upon it by or under the *Strata Schemes Management Act 1996 (NSW)* and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

(a) To purchase and install a garage security door/shutter or gate to the strata scheme including all associated equipment such as motor, receiver, power points, locking devices and keys and;

(b) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a).

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## SPECIAL BY-LAW 24 – Receipt of Electronic Pages (registered 12 December 2013)

**PART 1.1 – PREAMBLE**

1.1.1 This by-law is made under the provisions of Division 3 of Part 5 of Chapter 2 of the *Strata Schemes Management Act 1996*.

1.1.2 The intended effect and purpose of this by-law is to permit the Owners Corporation, for the purpose of control, management, administration, use or enjoyment of the lots and common property for the Strata Scheme, to implement the terms and conditions set out in this by-law.

**PART 1.2 – GRANT OF RIGHT**

1.2 In addition to the powers, authorities, duties and functions conferred or imposed upon the Owners Corporation by the Act and the by-laws applicable to the Strata Scheme, the Owners Corporation shall have the additional power, authority, duty and function to receive Electronic Communication from Owner as set out in Part 3.

**PART 1.3 – THIS BY-LAW TO PREVAIL**

1.3 If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

**PART 2 – DEFINITIONS & INTERPRETATION**

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

(a) **Act** means the *Strata Schemes Management Act 1996*.

(b) **Agreement** means a lease, licence, by-law or other agreement which confers a right of exclusive use of common property of the Strata Scheme to the Owner.

(c) **Electronic Communication** means a document or instrument, including, but is not limited to, a form of proxy for the purpose of clause 11 of Schedule 2 to the Act, the content of which is in an electronic media format only.

(d) **Lot** means any lot in strata plan no. 62842

(e) **Owner** means the owner from time to time of the Lot.

(f) **Owners Corporation** means the owners corporation constituted on the registration of strata plan no. 62842

(g) **Owners Mark** means a unique user name and password provided to the owner by the Owners Corporation for the purposes of signing and authenticating a Proxy Form.

(h) **Strata Scheme** means the strata scheme relating to Strata Plan no. 62842

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2.2 **Interpretation**

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act; and

(d) references to legislation include references to amending and replacing legislation.

2.2.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void, or unenforceable but the remainder of this by-law shall remain in full force and effect.

**PART 3 – CONDITIONS**

3.1 An Owner may send Electronic Communication to the Owners Corporation if, before the communication is sent, he does the following:

(a) provides the Owners Corporation with an email address;

(b) warrants that the Owner has taken all necessary action to prevent unauthorised access to the email address; and

(c) consents to the email address being relied upon by the Owners Corporation to uniquely identify the Owner in respect of the communication.

3.2 For the avoidance of doubt, an email address provided by an Owner pursuant to clause 3.1 of this by-law remains valid for the purpose of sending any and all Electronic Communication to the Owners Corporation until such time as the Owner revokes his warranty and consent under that clause.

3.3 If an Electronic Communication sent by the Owner to the Owners Corporation is intended to be a proxy pursuant to clause 11 of Schedule 2 to the Act, it may be accepted by the Owners Corporation if:

(a) the communication is received in accordance with the notice period under the Act;

(b) the communication is in the form prescribed by the *Strata Schemes Management Regulation 2010*; and

(c) it contains the Owner's mark where a signature is required and, in conjunction with the email address provided pursuant to clause 3.1 of this by-law, allows the Owners Corporation to identify the Owner in respect of the proxy.

3.4 The Owner agrees that an email address provided pursuant to clause 3.1 of this by-law may be relied upon by the Owners Corporation as having complied with the requirement of an electronic communication signature under section 9 of the *Electronic Transactions Act 2000* for any Electronic Communication originating from it.

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## SPECIAL BY-LAW 25 – Installation of Child Window Safety Devices (registered 23 January 2015)

**PART 1 – Preamble**

The intention of this By-law is to provide the Owners Corporation with a means of charging, passing and/or indemnifying the Owners Corporation against any additional costs associated with the obligations imposed by section 64A of the *Strata Schemes Management Act 1996* (Strata Schemes Management Amendment (Child Window Safety Devices) Bill 2013) on to the owner of a lot in circumstances including but not limited to the circumstances outlined in Part 3 (Rights & Obligations of Owners) below;

**PART 2 – Definitions**

(i) The following terms are defined to mean:

'**Costs**' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority or any contractor or agent engaged by the Owners Corporation or lot owner.

'**Lot**' means any lot in the strata plan.

'**Occupier**' means the occupier of a Lot.

'**Owner**' means the owner/s of the Lot.

'**Owners Corporation**' means the owners corporation created by the registration of strata plan.

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

'**Owners Agents**' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

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

'**Required Devices or Safety Devices**' means a locking or other security device that must be installed pursuant to section 64A of the Act.

'**works**' means any repair, maintenance, replacement or refurbishment undertaken in relation to the required devices at the strata scheme.

(ii) Where any terms used in this by-law are defined in the *Strata Schemes Management Act 1996*, they will have the same meaning as the terms attributed under that Act.

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**PART 3 – Rights and Obligations of Lot Owners**

(i) A lot owner shall be liable to compensate or indemnify the Owners Corporation against any costs that arise as a result of any additional work or administrative charges that are imposed upon the Owners Corporation as a result of the section 64A of the Act, including but not limited to the following:

(a) An owner or occupier refusing access for the Owners Corporations agents to install the required devices;

(b) An owner or occupier refusing access for the Owners Corporations agents to certify that the correct devices have been installed;

(c) Where an owner elects to engage the Owners Corporations agent to fit a locking or safety device other than the device/s chosen by the Owners Corporation or the executive committee;

(d) Where an owner, occupier or owners agent removes or damages a safety device that has already been installed by the Owners Corporation or loses the key to said locks in accordance with section 64A;

(e) Where the owner of a lot undertakes the installation of a compliant safety device, the Owners Corporation shall not be obligated to reimburse the owner of the lot for the costs of the said device;

(f) Any additional administrative charges incurred by the Owners Corporation associated with items (i)(a) to (e) above;

(ii) Any costs imposed upon a lot owner pursuant to PART 3 (i)(a) to (f) of this Bylaw shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(iii) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(iv) In the event the Owners Corporation rejects a request made by a lot owner pursuant to PART 3 (iii) of this By- law, all charges imposed by this By-law shall stand.

**PART 4 – Rights, Powers and Obligations of the Owners Corporation**

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations:

(i) The Owners Corporation shall have the power to recover all costs outlined in PART 3 above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

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(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

## SPECIAL BY-LAW 26 – Satellite TV Equipment-Exclusive Lot 100 and 121

(registered 23 January 2015)

(1) The owner for the time being of lot/s 100 and 121 in the strata scheme is conferred with the right to install a communications satellite dish and all associated equipment wherever located for the reception of Pay-TV and other services (hereinafter referred to as the "the satellite dish") to service lot 100 and 121 within the strata scheme subject to the following terms and conditions:

(a) The satellite dish shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of lot 100 and 121;

(b) the owners of lot 100 and 121 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for the satellite dish;

(c) the installation of the satellite dish must be effected in a workmanlike manner by licensed and insured tradespersons;

(d) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the satellite dish must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(e) the satellite dish must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

(f) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the satellite dish is to be replaced or renewed;

(g) the satellite dish must be installed on the common property roof immediately above the lot space of lot 100 and 121 and must be installed in such a way and located in such a place so as to minimise the visual impact from any part of the common property or any public areas bounding the strata scheme.

(2) In the event that the owner or occupier of lot 100 and 121, after notice, fails to comply with any matters set out in conditions (a) to (g) hereof then the Owners Corporation may terminate the right of the owner or occupier to install satellite dish.

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## SPECIAL BY-LAW 27 – Installation of Skylight for Lot 48 (registered 23 January 2015)

The owners for the time being of Lot 48 in the strata scheme is conferred with the exclusive use and enjoyment of that part of the common property being the roof area on face of roof for the installation of a skylight (hereinafter defined as including the skylight, ducting, and all associated equipment) (hereinafter referred to as the "skylight") servicing the Lot 48 within the scheme subject to the following terms and conditions:

(a) the skylight shall be maintained in good working order and condition by the owner/s without claim on the owners corporation in respect of such maintenance;

(b) the owner/s bearing the costs (without claim on the owners corporation) of electrical, mechanical or other repairs or services and replacement or renewal of the skylight including the costs of any insurance policies in fulfilling the terms of condition (a);

(c) the installation of the skylight must.be effected in a workmanlike manner by licensed and insured tradespersons;

(d) the skylight must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;

(e) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the skylight fan must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(f) the owner/s shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the limited common property is to be replaced or renewed.

## SPECIAL BY-LAW 28 – Satellite TV Equipment - Exclusive use - Lots 20, 26, 35, 36, 47, 112 (registered 23 January 2015)

(1) The owner for the time being of lots 20, 26, 35, 36, 47, 112 in the strata scheme is conferred with the right to install a communications satellite dish and all associated equipment wherever located for the reception of Pay-TV and other services (hereinafter referred to as the "the satellite dish") to service lots 20, 26, 35, 36, 47, 112 within the strata scheme subject to the following terms and conditions:

(a) The satellite dish shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of lots 20, 26, 35, 36, 47, 112;

(b) the owners of lots 20, 26, 35, 36, 47, 112 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for the satellite dish;

(c) the installation of the satellite dish must be effected in a workmanlike manner by licensed and insured tradespersons;

(d) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the satellite dish must be

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forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(e) the satellite dish must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

(f) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the satellite dish is to be replaced or renewed;

(g) the satellite dish must be installed on the common property roof immediately above the lot space of lots 20, 26, 35, 36, 47, 112 and must be installed in such a way and located in such a place so as to minimise the visual impact from any part of the common property or any public areas bounding the strata scheme.

(2) In the event that the owner or occupier of lots 20, 26, 35, 36, 47, 112, after notice, fails to comply with any matters set out in conditions (a) to (g) hereof then the Owners Corporation may terminate the right of the owner or occupier to install satellite dish.

## SPECIAL BY-LAW 29 – Installation of Privacy Screens/Gates (registered 23 January 2015)

(1) Each ground floor owner for the time being of each ground floor lot within the strata scheme is hereby permitted to undertake the installation of privacy screens to their lot (herein after referred to as the screens) under the following terms and conditions:

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

(b) the screens/gates shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;

(c) the style, design and finish of any proposed screen shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of screen to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;

(c) the owners of any lot proposing to undertake the installation of the screens/gates must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation (if any);

(d) the installation of the screens/gates must be effected in a workmanlike manner by licensed and insured tradespersons (preferably Fence Magic);

(e) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the screens/gates must be

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forthwith made good by the owners the lot to which the screen services at no cost to the Owners Corporation;

(f) the screens/gates must be maintained in good working order and condition by the owner of the lot to which the screen services without claim on the owners corporation in respect of such maintenance;

(g) the owner of a lot to which the screens/gates are installed shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the screens/gates are to be replaced or renewed;

(h) all paint and trim finishes applied to the screens/gates shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.

(2) In the event that an owner or occupier of a lot to which the screens/gates are installed, after notice, fails to comply with any matters set out in conditions (a) to (h) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

## SPECIAL BY-LAW 30 – Exclusive Use - Bathroom Installation - Lot 47 (registered 27 October 2015)

**1. Introduction**

1.1 This by-law authorises Works to be conducted on Common Property by the Owner.

1.2 This by-law further grants to the Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

**2. Definitions & Interpretation**

2.1 In this by-law:

"**Building**" means the building to which the Works are attached.

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

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

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

"**Lot**" means lot 47 within the Strata Scheme.

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

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

"**Owners Corporation**" means the owners corporation for the Strata Scheme.

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

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

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

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

"**Works**" means the works set out in the attached scope of works, summarised as the installation of an ensuite and walk-in cupboard in the master bedroom of the Lot, in accordance with the attached plans.

2.2 In this by-law:

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

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

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

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

2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,

2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and

2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

## 3 Authorisation and Right of Exclusive Use

### 3.1 Authorisation

3.1.1 The Owner is specifically authorised to and has a special privilege to conduct the Works on the Common Property.

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**3.2 The Grant of Exclusive Use**

3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common Property on the terms and conditions set out in this by-law.

**3.3 Rights of the Owners Corporation**

3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

**3.4 Responsibility for Maintenance and Upkeep**

3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

**4 Terms & Conditions**

**4.1 Before Commencement of the Works**

4.1.1 Before commencing the Works the Owner must:

4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works;

4.1.1.2 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than $10 million in respect of any claim noting the interests of the Owners Corporation on the policy, and

4.1.1.3 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law.

4.1.2 If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

4.1.3 The Works must not be conducted until this by-law is registered.

**4.2 During the Conduct of the Works**

4.2.1 During the Works the Owner must:

**4.2.1.1 Standard of Workmanship**

ensure the Works are carried out in a proper and workmanlike manner (and in accordance with Australian Standards) by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used, and must ensure that the new bathroom is adequately waterproofed in a compliant manner,

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**4.2.1.2 Quality of the Works**

make certain the Works are in accordance with any specification,

**4.2.1.3 Variation to Works**

not vary the Works without obtaining the prior written approval of the Owners Corporation,

**4.2.1.4 Debris**

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

**4.2.1.5 Storage of Building Materials on Common Property**

make sure that no building materials are stored on Common Property,

**4.2.1.6 Times for Renovations**

ensure that the Works are only carried out between the hours of 7.30am - 4.30pm on Monday - Friday and are not performed on weekends or public holidays,

**4.2.1.7 Times for Operation of Noisy Equipment**

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 8.00am - 3.00pm on Monday - Friday and are not used on weekends or public holidays,

**4.2.1.8 Interruption to Services**

give the occupiers of other lots at least 48 hours' prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

**4.2.1.9 Costs of Works**

pay all costs associated with the Works,

**4.2.1.10 Comply with All Laws**

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

**4.2.1.11 Right of Access**

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

**4.3 After the Conduct of the Works**

4.3.1 After the Works are complete, the Owner must:

4.3.1.1 promptly notify the Owners Corporation that the Works are complete,

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4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works,

4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

**4.4 Enduring Obligations the Owner must:**

4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,

4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and

4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works.

**4.5 Indemnity**

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

**4.6 Access**

The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

**5. Breach of this By-Law**

5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

5.1.1 rectify any such breach,

5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and

5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

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## SPECIAL BY-LAW 31 – Exclusive Use - Installation of Skylights - Lot 121 (registered 12 July 2016)

The owners of Lot 121 in the strata scheme are granted exclusive use and enjoyment of that part of the common property being the roof space and face of roof above their lot that is required to install a skylight device to service Lot 121 within the scheme, subject to the following terms and conditions:

a) The owner/s must obtain all necessary permits, licenses and consents required by local authority or other statutory or lawful authority for such installation;

b) The installation must be undertaken and maintained so as to comply with all current and future fire safety regulations without claim on the Owners Corporation;

c) The installation must be effected in a workmanlike manner by licensed and insured tradespersons;

d) Any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of the skylight must be forthwith made good by the owner/s at no cost to the Owners Corporation;

e) The owner/s shall alone be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the installation without claim on the Owners Corporation;

f) Where visible from outside of the building, the appearance of the installation must be, and must always remain, in keeping with the remainder of the building;

g) It is acknowledged that any benefit and burden flowing from this approval shall flow to the future owners;

h) the owner/s shall inform the strata managing agent of the scheme no later than fourteen (14) days before the limited common property is to be replaced or renewed.

## SPECIAL BY-LAW 32 – Real Estate Advertising Signs (registered 12 July 2016)

(a) The erection of Real Estate advertising signs including “Auction”, “For Sale” and “For Lease” signs are prohibited from being erected on the common property or any other part of the parcel, including the windows or balcony doors on a lot.

(b) In the event an owner authorises the installation of a real estate advertising sign for their lot, then the Owners Corporation shall:

i) effect the immediate removal of the offending sign and;

ii) charge the owner of the lot for the costs of removal.

## SPECIAL BY-LAW 33 – Levying of Debt Collection Expenses (registered 7 October 2016)

**PART 1 – Preamble**

(i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery

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Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.

(ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the executive committee that are incurred during the debt recovery process.

(iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

**PART 2 – Definitions & Interpretation**

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

'**Agent**' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.

'**Costs**' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of executive commit for the pursuit of levy arrears or debt recovery against a lot owner.

'**Levy Payment Notice**' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

'**Lot**' means any lot in the strata plan.

'**Owner**' means the owner/s of the Lot.

'**Owners Corporation**' means the Owners Corporation created by the registration of strata plan for the scheme.

'**Owners Corporations Agents**' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.

'**Reasonable expenses of the executive committee**' means expenses that may approved by the executive committee at a properly convened executive committee meeting from time to time.

'**The Act**' means the *Strata Schemes Management Act 2015*.

2.2 Where any terms used in this by-law are defined in the *Strata Schemes Management Act 2015*, they will have the same meaning as the terms attributed under that Act.

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

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(c) any terms in the by-law will have the same meaning as those defined in the Act; and

(d) references to legislation includes references to amending and replacing legislation.

**PART 3 – Powers, Duties and Obligations of the Owners Corporation**

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations:

(i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;

(ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;

(iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

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

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

(vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

**PART 4 – Owners Right of Appeal**

(i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.

## SPECIAL BY-LAW 34 – Installation of Skylight Lot 10 (registered 7 October 2016)

The owners for the time being of Lot 10 in the strata scheme is conferred with the exclusive use and enjoyment of that part of the common property being the roof area on face of roof for the installation of a skylight (hereinafter defined as including the skylight, ducting, and all associated equipment) (hereinafter referred to as the "skylight") servicing the Lot 10 within the scheme subject to the following terms and conditions:

(a) the skylight shall be maintained in good working order and condition by the owner/s without claim on the owners corporation in respect of such maintenance;

(b) the owner/s bearing the costs (without claim on the owners corporation) of electrical, mechanical or other repairs or services and replacement or renewal of the skylight including the costs of any insurance policies in fulfilling the terms of condition (a);

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(c) the installation of the skylight must be effected in a workmanlike manner by licensed and insured tradespersons;

(d) the skylight must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;

(e) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the skylight fan must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(f) the owner/s shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the limited common property is to be replaced or renewed.

## SPECIAL BY-LAW 35 – Installation of Satellite Dish - Lot 22 (registered 7 October 2016)

(1) The owner for the time being of lot 22 in the strata scheme is conferred with the right to install a communications satellite dish and all associated equipment wherever located for the reception of Pay-TV and other services (hereinafter referred to as the "the satellite dish") to service lot 22 within the strata scheme subject to the following terms and conditions:

(a) The satellite dish shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of lot 22;

(b) the owners of lot 22 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for the satellite dish;

(c) the installation of the satellite dish must be effected in a workmanlike manner by licensed and insured tradespersons;

(d) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the satellite dish must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(e) the satellite dish must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

(f) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the satellite dish is to be replaced or renewed;

(g) the satellite dish must be installed on the common property roof immediately above the lot space of lot 22 and must be installed in such a way and located in such a place so as to minimise the visual impact from any part of the common property or any public areas bounding the strata scheme.

(2) In the event that the owner or occupier of lot 22, after notice, fails to comply with any matters set out in conditions (a) to (g) hereof then the Owners Corporation may terminate the right of the owner or occupier to install satellite dish.

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## SPECIAL BY-LAW 36 – Garden Maintenance (registered 28 August 2017)

36.1 An Owner or Occupier whose Lot includes a landscaped area or a garden box on the boundary of the Lot or a balcony adjoining the Lot must ensure that:

(a) so far as is practicable any grass and plants in the landscaped area or a garden box are maintained in a healthy and vigorous condition as per the landscape plan prepared by Tranquillity Landscapes; and

(b) any grass or plant which is damaged, diseased or dies is promptly replaced, where practicable, with the grass or a plant of the same species and detailed in the landscape plan, this must be of a similar size; and

(c) the garden box must be properly maintained and kept in a state of good repair in accordance with the directions given by the owners corporation from time to time; and

(d) in watering plants on any balcony adjoining the Lot, an Owner or Occupier must be careful not to affect Common Property or any other Lot.

36.2 If an Owner or Occupier fails to comply with this by-law 36, the Owners Corporation may give notice requiring compliance within 14 days.

36.3 If an Owner or Occupier fails to comply with a notice given under this by- law 36, the Owners Corporation may, at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this bylaw 36.

36.4 Any expense incurred by the Owners Corporation under this by-law 36 is recoverable as a debt against the Owner or Occupier in a court or tribunal of competent jurisdiction.

## SPECIAL BY-LAW 37 – Smoke Penetration (registered 05 January 2018)

(1) An owner or occupier and any invitee of an owner or occupier, must not smoke tobacco or any similar product on the common property.

(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco by the owner or occupier, or invitee of the owner or occupier DOES NOT penetrate to the common property or any other lot.

(3) This By-law does not prevent an owner or occupier of a lot from utilising a BBQ, outdoor stove or similar product for the purpose of cooking on the balcony or courtyard of their lot.

## SPECIAL BY-LAW 38 – Pre-Meeting & Electronic Voting (amended 11 February 2019)

**A) Intention**

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

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**B) Pre-Meeting Electronic Voting**

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

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

**C) Electronic Voting**

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

**D) Compliance and Capability**

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

(i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the *Strata Schemes Management Act 2015*, *Strata Schemes Management Regulation 2016* as well as the terms of this By-law, and

(ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

## SPECIAL BY-LAW 39 – Minor Renovations (amended 11 February 2019)

**1. Intention**

The intention of this By-law is:

i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the *Strata Schemes Management Act*,

ii. Define what Minor Works may be approved by the committee,

iii. Provide owners with an application process to have their Minor Works approved,

iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

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**2. Definitions**

i. The terms and references used in this By-law have the same meaning as the terms and references found in the *Strata Schemes Management Act 2015* (**the Act**) and *Strata Schemes Management Regulation 2016* (**the Regulations**).

ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes:

a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)

b. Renovating any other room within a lot (not including structural works)

c. Changing or installing recessed light fittings,

d. Installing or replacing wood or other hard floors,

e. Installing or replacing wiring or cabling or power or access points,

f. Work involving reconfiguring walls,

g. Installing or replacing pipes and duct work,

h. Installing a rainwater tank,

i. Installing a clothesline,

j. Installing a reverse cycle split system or ducted air-conditioning system,

k. Installing double or triple glazed windows,

I. Installing a heat pump or hot water service,

m. Installing ceiling, wall or floor insulation,

n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),

o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,

p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot

q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

**3. Authority to approve Minor Renovations**

i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.

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ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.

iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.

iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.

v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.

vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.

vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.

viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

**4. Application Process**

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

i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,

ii. A description of the Minor Renovations proposed,

iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including:

a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;

b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,

iv. Details of how any rubbish and debris will be disposed of during the construction process,

v. The estimated duration of the work,

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vi. Other information that the committee may require in order to process the application.

**5. Terms and Conditions that will apply to all approvals**

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

i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;

ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;

iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents

iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;

v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;

(2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, alter notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

(3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to:

i. The supply of a Dilapidation Report prior to the commencement of the works,

ii. The supply of additional expert reports relevant to the proposed works,

iii. Payment of a Bond before commencement of the works,

iv. Conditions surrounding noise and proposed times of work,

v. Provisions for cleaning and removal of debris,

vi. Conditions surrounding access to common property for trades, equipment and vehicles.

vii. Any other matter relevant to the application.

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## SPECIAL BY-LAW 40 – Recovery of Administrative Costs (registered 20 December 2019)

i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/sofa lot within the scheme.

ii. Examples include, but are not limited to, additional expenses incurred for remedying By- law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.

**A) Definitions**

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

ii. The following terms are defined to mean:

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

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

'**the Act**' means the *Strata Schemes Management Act 2015*

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

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

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

**B) Rights and Obligation of Owners**

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

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

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

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

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

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

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

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

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

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

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

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

## SPECIAL BY-LAW 41 – Recovery of Stationery Expenses (registered 20 December 2019)

**Intention**

i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.

ii. The Owners Corporation recognise that the *Strata Schemes Management Act 2015* enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

**A) Definitions**

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

ii. The following terms are defined to mean:

'**Stationery Expense**' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;

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'**Administrative Fee**' means an amount of $20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation

'**New Owners**' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.

'**Notice**' means any written correspondence that is issued by the Owners Corporation by post or other non-electronic means.

'**the Act**' means the *Strata Schemes Management Act 2015*.

**B) Rights and Obligation of Owners**

i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.

ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.

iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee

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

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

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

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

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

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

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

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

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## SPECIAL BY-LAW 42 – Major Building Work (Major Renovations) By-Law

(registered 20 December 2019)

**1. Approval of Owners Corporation required**

Owners must not carry out or commence to carry out Major Building Works unless the works and the plans and specification relating to the works are first approved by the Owners Corporation in the manner contemplated by this by-law.

**2. Application to the Owners Corporation**

An Owner wishing to procure the approval of the Owners corporation to Major Building Works must:

(a) make an application in writing to the Managing Agent (or if a managing agent has not been appointed, to the Secretary);

(b) include with the application:

(i) any fee prescribed by the Owners Corporation

(ii) detailed plans and specifications for the Major Building Works;

(iii) a description of the proposed Major Building Works; and

(iv) information as to:

A. whether the proposed Major Building Works are to Common Property or may affect Common Property in any way; and

B. whether the proposed Major Building Works will or are likely to impact on or affect the structural integrity of the Building.

**3. Rights in Owners Corporation**

(a) in order for the Owners Corporation to process an application for approval for Major Building Works, the Owners Corporation may:

(i) require the applicant to submit further information, such as further plans, specifications or reports;

(ii) waive the requirement to submit detailed plans and specifications;

(iii) require the applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed Major Building Works until not impact on the structural integrity of the Building; or

(iv) appoint a consultant to review any material or any information provided by the applicant and to make recommendations (the Owners Corporation may require the applicant to pay for or accept responsibility for payment of the consultant's fee)

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(b) in processing an application, the Owners Corporation:

(i) may act in its own discretion;

(ii) approve it unconditionally or may impose conditions; and

(iii) may disregard its previous decisions.

(c) In processing an application, the Owners Corporation may require the payment of a bond:

(i) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works

(ii) to be applied by the Owners Corporation towards rectification of any possible damage to Common Property as a result of carrying out the Major Building Works; and

(iii) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and functions under this by-law.

(d) the role of the Owners Corporation in processing and approving an application is procedural only. The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval I may give.

(e) If the Owners Corporation has not approved an application for Major Building Works within 42 days of receiving the application then the Owners Corporation will be regarded as not approving the application before it.

(f) The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the approval.

**4. Pre-conditions to commencing to carry out Major Building Works**

(a) the provisions of this by-law apply to all Major Building Works, whether to a Lot or to Common Property.

(b) Owners must not commence to carry out Major Building Works unless:

(i) the Owners Corporation has approved the works in accordance with this by-law (clause 1).

(ii) the Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with this by-law (clause 1).

(iii) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;

(iv) all relevant insurances (if applicable) are in place and copies of the policy and the certificate of Currency provided to the Owners Corporation;

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(v) the bond (if any) required by the Owners Corporation has been paid to the Owners Corporation;

(vi) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the Major Building Works; and

(vii) the Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

**5. Pre-conditions to commencing to carry out Major Building Works to Common Property**

(a) the provisions of this by-law apply to Major Building Works to Common Property

(b) if Major Building Works (or some part of them) are to Common Property, then in addition to complying with other relevant parts of this by-law, the Owner to whom approval has been given must not commence to carry out the Major Building Works unless:

(i) a special resolution has first been passed at a meeting of the Owners Corporation specifically authorizing the carrying out of the works; and

(ii) if the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner:

A. a special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance of the relevant parts of the Common Property is the responsibility of the Owner;

B. the Owners Corporation has made and registered a by-law to that effect; and

C. the Owner has given the Owners Corporation its approval to the making of the by-law

**6. Condition when carrying our Major Building Works**

When carrying out Major Building Works an Owner to whom approval has been granted must:

(a) comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;

(b) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;

(c) ensure the works are carried out in a proper and workmanlike manner;

(d) use only qualified and, where appropriate, licensed tradesmen;

(e) ensure the works are carried out without undue delay;

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(f) ensure no materials, tools, rubbish, or debris are left lying about the Common Property;

(g) cause as little disturbance to other Owners and Occupiers as is practicable;

(h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;

(i) ensure no damage is caused to Common Property, or if damage is caused, immediately make good that damage;

(j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused immediately make good that damage; and

(k) ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

**7. Access to Common Property**

The Owner to whom approval has been granted to carry out Major Building Works is authorized access to all relevant parts of the Common Property for the purposes of carrying out the Major Building Works for such reasonable period of time as may be necessary to carry out the Major Building Works (or for such time as permitted in any approval to the Major Building Works from the Owners Corporation).

**8. Completion of Major Building Works**

On completion of Major Building Works, the Owner who has carried out the works must:

(a) ensure all rubbish and debris caused by the works is removed from the Building and environs;

(b) ensure the Common Property is left clean and tidy;

(c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works; and

(d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Major Building Works do not impact on the structural integrity of the Building or upon Common Property.

**9. Major Building Works must comply with Laws and requirements of Authorities**

An Owner who has carried out Major Building Works must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

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**10. Indemnity**

An Owner who has carried out Major Building Works agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

(a) in connection with the major Building Works (including costs for approving the Major Building Works); and

(b) arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result of carrying out the Major Building Works or resulting from the Major Building Works once installed.

**11. Right in Owners Corporation to remedy**

At its discretion, the Owners Corporation may:

(a) perform any obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;

(b) enter any part of the Parcel to carry out its rights in this by-law; and

(c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

**12. Future alteration to Major Building Works**

Owners and Occupiers must not make any alterations, additions or modifications to Major Building Works, once installed, without following the procedures in this by-law.

**13. Major Building Works Not Permitted to Remain**

Owners must not permit to remain on their Lot or Common Property any Major Building Works which have not been approved by the Owners Corporation in accordance with this by-law. This provisions of this by-law do not apply to any Major Building Works carried out prior to the date of registration of this by-law.

**14. Development Consent**

Approval by the Owners Corporation to a Development Application must not be regarded as approval by the Owners Corporation to carry out the Major Building Works the subject of the Development Application. Approval of the Owners Corporation to the Major Building Works must be obtained following the procedures in this by-law.

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## SPECIAL BY-LAW 43 – Bathroom Renovation - Lot 46 (registered 20 December 2019)

**1. DEFINITIONS**

a. In this by-law:

**Lot** means lot 46 in strata scheme 62842. Owner means the registered owner of the Lot.

**Works** means the alterations and additions undertaken by the Owner to the Lot and so much of the common property as is necessary to renovate and refurbish the main and ensuite bathroom areas of the Lot, including all ancillary structures, in accordance with the plans submitted by the Owner, a copy of which is annexed to the minutes of the general meeting at which this by-law was made.

b. Where any term used in this by-law is defined in the *Strata Schemes Management Act 2015*, it has the same meaning as in that Act.

**2. RIGHTS**

Subject to the conditions in paragraph 3, the Owner is authorised under section 108(1) of the *Strata Schemes Management Act 2015* to perform the Works and to alter the common property to the extent necessary to perform the Works.

**3. CONDITIONS**

a. The Owner may perform the Works on condition that the Owner:

**Works**

i. during the construction phase:

1. protects all areas of the common property from damage;

2. does not create noise that causes unreasonable discomfort, disturbance or interference with the normal activities of other occupiers of the building;

3. promptly removes all debris resulting from the Works;

ii. ensures that the Works comply with the requirements of the Building Code of Australia, any applicable planning laws, the *Work Health and Safety Act 2011 (NSW)* and any other applicable regulatory requirements;

iii. on completion of the Works, on reasonable request by the Owners Corporation, produce evidence from a suitably qualified engineer that the Works comply with subparagraph (ii) above and do not materially affect the integrity of the building;

**Maintenance**

iv. properly maintains and keeps any common property altered by the Works in a state of good and serviceable repair;

v. properly maintains and keeps the Works in a state of good and serviceable repair and replaces them as required from time to time;

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**Cost**

vi. pays all costs of the construction, maintenance and repair of the Works;

vii. pay the cost of registering this by-law;

viii. indemnifies the Owners Corporation for any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to any person or to the property of any person to the extent such injury, loss or damage arises out of, or in the course of, or by reason of the Works; and

ix. indemnifies the Owners Corporation for any liability under section 122(6) of the *Strata Schemes Management Act 2015* for damage to the Works reasonably caused by or arising out of the carrying out of any work on the common property.

**4. REMEDY**

If the Owner does not comply with this by-law after being given reasonable written notice by the Owners Corporation, the Owners Corporation may enter the Lot to perform the Owner's obligation and may recover the cost of doing so from the Owner as a debt, which if unpaid within 1 month after being due will bear simple interest at 10%.

## SPECIAL BY-LAW 44 – Installation of Foxtel - Lot 95 (registered 20 December 2019)

(1) The owner for the time being of lot 95 in the strata scheme is conferred with the right to install a communications satellite dish and all associated equipment wherever located for the reception of Pay-TV and other services (hereinafter referred to as the "the satellite dish") to service lot 95 within the strata scheme subject to the following terms and conditions:

(a) The satellite dish shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of lot 95;

(b) the owners of lot 95 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for the satellite dish;

(c) the installation of the satellite dish must be effected in a workmanlike manner by licensed and insured tradespersons;

(d) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the satellite dish must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(e) the satellite dish must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

(f) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the satellite dish is to be replaced or renewed;

(g) the satellite dish must be installed on the common property roof immediately above the lot space of lot 95 and must be installed in such a way and located in such a place

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so as to minimise the visual impact from any part of the common property or any public areas bounding the strata scheme.

(2) In the event that the owner or occupier of lot 95, after notice, fails to comply with any matters set out in conditions (a) to (g) hereof then the Owners Corporation may terminate the right of the owner or occupier to install satellite dish.

## SPECIAL BY-LAW 45 – Window Safety Devices (registered 6 December 2023)

1. This by-law is made for the purpose of the control, management, administration and use of the common property for the strata scheme. Its principal purpose is to impose conditions on the operation, use, repair, maintenance and replacement of the Child Window Safety Devices.

2. 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 any part of the parcel, including the local council.

   (c) "**Child Window Safety Device**" means the installation of:

      (i) a device which allows a window to be locked with a maximum opening of 125mm;

      (ii) the installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or

      (iii) any legislative requirement that amends or replaces sub-clauses 2(c)(i) and/or (ii), to Non-compliant Windows.

   (d) "**Non-compliant Window**" means any openable window in the building where:

      (i) the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and

      (ii) the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or

      (iii) any legislative requirement that amends or replaces sub-clauses 2(d)(i) and/or (ii).

   (e) "**work**" means any work undertaken to comply with clause 6 of this by-law;

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

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

   (b) any gender includes the other genders;

   (c) any terms in the by-law will have the same meaning as those defined in the Act;

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(d) references to legislation include references to amending and replacing legislation; and

(e) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

4. As at the date of making this by-law, the owners corporation has installed Child Window Safety Devices.

5. On the conditions set out in this by-law, the owner of a lot has a special privilege in respect of the common property to keep Child Window Safety Devices in relation to their lot.

6. The owner must properly maintain and keep in a state of good and serviceable repair (and must renew or replace where necessary) the Child Window Safety Devices in relation to their lot.

7. In undertaking work, the owner must by themselves, their agents, servants and contractors:

(a) use only duly licensed contractors to conduct the work in a proper and skilful manner;

(b) use appropriate materials in accordance with the manufacturer's specifications;

(c) comply with all conditions and requirements of any Authority;

(d) comply with the Building Code of Australia and all pertinent Australian Standards;

(e) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of the reasonable use of the common property;

(f) ensure that the work does not interfere with or damage the common property (other than as approved in this by-law) or the property of any other lot owner and if this happens the owner must rectify that interference or damage within a reasonable period of time;

(g) comply with any reasonable requirement of the owners corporation concerning the means of entering and leaving the building for tradespeople, building materials, tools and debris, and storage of materials and debris;

(h) only perform work subject to any limitations imposed by any Authority on the hours of work;

(i) provide access to the owners corporation's representative to permit an examination of the work;

(j) keep all affected areas of the building outside the lot clean and tidy, and remove all debris from the common property.

8. After the completion of work, the owner must without unreasonable delay:

(a) notify the owners corporation that work has been completed;

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(b) notify the owners corporation that all damage, if any, to any lot in the strata scheme or common property caused or contributed to by the work and not permitted by this by-law, has been rectified;

(c) provide a copy of any requisite certification relating to the completion of the work, including but not limited to any certification issued to or by an Authority.

9. If an owner fails to comply with or breaches any obligation under this by-law, then the owners corporation may:

(a) carry out anything necessary to perform that obligation;

(b) enter upon any part of the parcel to perform that obligation;

(c) recover the costs of carrying out that obligation from the owner as a debt; but only if the owners corporation first gives the owner a reasonable opportunity (not less than 28 days by written notice) to rectify any alleged breach or failure to comply, unless there is an emergency. The owner shall also indemnify the owners corporation against any legal action or liability from any action by the owners corporation pursuant to this clause.

10. The owner indemnifies and must keep the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the performance of the work including, without limitation, any liability of the owners corporation under s.122(6) of the Act.

11. The owner is liable and remains liable for any damage caused or contributed to by the work which is not authorised by this by-law Including, without limitation, damage to the property of the owners corporation or the property of an owner or occupier of a lot in the strata scheme.

12. The work and anything else required of the owner pursuant to this by-law must be undertaken at the cost of the owner.

## SPECIAL BY-LAW 46 – Lot 63 Renovations (registered 6 December 2023)

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 63 ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:

(a) Bathroom and laundry renovation described in the renovation application form documentation, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and

(b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).

2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.

Electronic signature of me, Paul Gibbs.
Affixed at my direction on 11/11/2025 at 7:50am

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3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

**SCHEDULE OF CONDITIONS**

4. In this schedule:

   (a) "**Act**" means the *Strata Schemes Management Act 2015*;

   (b) "**Authority**" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);

   (c) "**Lot**" means lot 63;

   (d) "**work**" means the work referred to in clause 1 of this by-law;

   (e) Unless the context or subject matter otherwise indicates or requires:

      (i) Reference to the singular includes the plural and vice versa;

      (ii) A thing incudes the whole or part of it;

      (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;

      (iv) A document includes any amendment or replacement of it;

      (v) "Including" and similar expressions are not words of limitation;

      (vi) Headings are for convenience only and do not affect the interpretation of this by-law;

      (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

5. Before carrying out work, the owner must:

   (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.

   (b) Give to the owners corporation evidence at those persons carrying out the work has:

      (i) Any requisite current licence to conduct the work;

      (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of $10,000,000);

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(iii) Insurance if required under Section 92 of the *Home Building Act 1989*;

(iv) Workers compensation insurance if required by law;

(c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;

(d) If the work involves:

(i) Removing carpet or other soft floor coverings to expose underlying hard floors; or

(ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;

(e) If requested by the owners corporation:

(i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely after the structural integrity of the building, such certification to be in favour of the owners corporation;

(ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;

(iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:

(a) Comply with any condition or requirement of any Authority;

(b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;

(c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;

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(d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);

(e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;

(f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:

(i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;

(ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;

(g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;

(h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

(i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

(j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;

(k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;

(l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;

(m) Not use common property power or water;

(n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

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After work is carried out

7. After carrying out work, the owner must:

(a) Notify the owners corporation that the work has been completed within 7 days after its completion;

(b) Give the access to the owners corporation's nominee access to the lot to inspect the work;

(c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;

(d) If the work involved:

(i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,

(ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

(e) If required by the owners corporation:

(i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;

(ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

(iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

(iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

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Use of work

8. The owner (or other user of the work) must ensure that the use of the work following completion:

(a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;

(b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:

(a) Performance of the work;

(b) Use of the work;

(c) Failure to comply the duty to maintain, repair, renew or replace;

(d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;

(e) Owner's breach of any part of this by-law.

Insurance

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.

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14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

BREACH OF THIS BY-LAW

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:

    (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;

    (b) If the owner fails to comply with the request in sub clause (a):

        (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;

        (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;

        (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

## SPECIAL BY-LAW 47 – Major Renovations (passed 12 September 2025)

**Definitions and interpretation**

1. In this by-law:

    (a) "**Act**" means the *Strata Schemes Management Act 2015*. Any expression used in this by-law that is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;

    (b) "**Authority**" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);

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(c) "**Major Renovations**" means an owner's work that affects the common property in connection with their lot for the following purposes:

(i) structural changes;

(ii) changes to the external appearance of a lot, including the installation of an external access ramp;

(iii) waterproofing;

(iv) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);

(v) work that is not cosmetic work or minor renovations.

2. In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) Reference to the singular includes the plural and vice versa;

(b) A thing includes the whole or part of it;

(c) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors, and assigns;

(d) A document includes any amendment or replacement of it;

(e) "Including" and similar expressions are not words of limitation;

(f) Headings are for convenience only and do not affect the interpretation of this by-law.

**Major Renovations**

3. An owner may only conduct Major Renovations in accordance with the following conditions:

(a) the owners corporation must authorise the work by passing a special resolution in accordance with s.108(2) of the Act;

(b) a by-law is made by the owners corporation under or for the purposes of s.108(5) of the Act on terms that impose upon the owner the duty to maintain and repair the Major Renovation;

(c) the by-law is registered, and a recording is made on the certificate of title comprising the common property.

4. An owner should undertake the process in clause 5 before presenting any motion referred to in clause 3 for the consideration of the owners corporation.

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**Application to owners corporation for approval for Major Renovations**

5. An owner should make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:

   (a) the owner's name, address and telephone number;

   (b) the lot number connected with the works;

   (c) details of the work including plans, specifications, drawings, conditions, and notes;

   (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;

   (e) an estimate of the duration and times of the work;

   (f) details of the persons carrying out the work including their name, licence number, qualification and telephone number;

   (g) details of arrangements to manage any resulting rubbish or debris arising from the work;

   (h) a motion generally in the form of Schedule 1 (with the blank parts appropriately filled in and any changes marked up);

   (i) the owner's consent to the making of the by-law;

   (j) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

**Determination of application for approval of Major Renovations**

6. When determining an application made in accordance with clause 5, an owners corporation may:

   (a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re-determine the application);

   (b) engage a consultant to assist it to review the application;

   (c) approve the application in its original form, or with amendments to the motions required in clause 5(h);

   (d) refuse the application but must not act unreasonably when doing so.

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**Conditions for undertaking Major Renovations**

***Before work is carried out***

7. Before carrying out work, the owner must:

(a) obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under the *Environmental Planning and Assessment Act 1979* (e.g. a complying development certificate);

(b) give to the owners corporation evidence at those persons carrying out the work has:

(i) any requisite current licence to conduct the work;

(ii) contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of $10,000,000);

(iii) insurance if required under Section 92 of the *Home Building Act 1989*;

(iv) workers compensation insurance if required by law;

(c) give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;

(d) if the work involves:

(i) removing carpet or other soft floor coverings to expose underlying hard floors; or,

(ii) the installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation.

(e) If requested by the owners corporation:

(i) give to the owners corporation certification from a structural engineer that the work does not involve structural changes, such certification to be in favour of the owners corporation;

(ii) give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and to include photographs of any area of the building that may be affected by the work;

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(iii) pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably, and subject to the terms of special by-law 10.

***When work is being carried out***

8. When carrying out work, the owner must:

(a) do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractors, using materials that are suitable for the purpose for which they are used, and in accordance with any requisite approval of any authority to conduct the works under the *Environmental Planning and Assessment Act 1979*;

(b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;

(c) ensure that the work complies with applicable Australian Standards, the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail), and if the work involves the installation of air conditioning, ensure it is installed in accordance with local council regulations and guidelines;

(d) make suitable arrangements with the owners corporation regarding the times and method for the contractor to access the building, it being noted that no vehicle of any contractor may be parked on the common property at any time;

(e) only perform the works at the following times:

(i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9 am and 3 pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9 am and 3 pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;

(ii) All other work between 7 am and 4:30 pm Monday to Friday and not on a public holiday or any other time;

(f) transport each item including but not limited to construction materials, equipment and debris:

(i) in a manner reasonably directed by the owners corporation;

(ii) between 7 am and 4:30 pm Monday to Friday and not on a public holiday or any other time;

(iii) to the lot, and to ensure that no such items are left on any part of the common property;

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(g) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

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(h) remove rubbish from the building arising as a result of the works and dispose of the rubbish in a manner approved by the owners corporation and not in any rubbish bins for the building, or on any part of the common property;

(i) subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot closed at all times while the works are being conducted;

(j) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;

(k) not use common property power or water;

(l) give access to the owners corporation's nominee to the lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

***After work is carried out***

9. After carrying out work, the owner must:

(a) Notify the owners corporation that the work has been completed within 7 days after its completion;

(b) Give the access to the owners corporation's nominee to the Lot to inspect the work;

(c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;

(d) If the work involved:

(i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,

(ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a certificate from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

(e) If required by the owners corporation:

(i) give to the owners corporation certification from a structural engineer that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;

(ii) give to the owners corporation certification from a waterproofing expert that any waterproofing membrane has been installed in accordance with the

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Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

(iii) give to the owners corporation certification from a duly qualified building consultant or expert that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

(iv) give a post works dilapidation report prepared by the same person who prepared the report in clause 7(e)(ii).

**Use of work**

10. The owner (or other user of the work) must ensure that the use of the work following completion:

(a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;

(b) Complies with applicable laws, and applicable requirements of any Authority.

**Repair of any damage**

11. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

**Repair and maintenance**

12. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 7 to 9 apply to any work the owner carries out to comply with this clause.

**Indemnity**

13. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:

(a) Performance of the work;

(b) Use of the work;

(c) Failure to comply with the duty to maintain, repair, renew or replace;

(d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;

(e) Owner’s breach of any part of this by-law.

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**Insurance**

14. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

**Breach of this by-law**

15. If the owner fails to comply or breaches any part of this by-law, then the owners corporation may:

    (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;

    (b) If the owner fails to comply with the request in sub clause (a):

        (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from any Authority, a Court or a Tribunal;

        (iii) Recover the costs of carrying out work referred to in this clause from the owner;

        (iv) Recover as a debt any amounts payable by the owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

**Costs**

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by the owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

**Schedule of approved Major Renovations**

17. The owners corporation must, from the date of registration of this by-law, maintain a schedule of approved Major Renovations in the form of Schedule 2 to this by-law.

**By-law prevails**

18. This by-law prevails to the extent of any inconsistency with any other by-law.

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## SPECIAL BY-LAW 48 – Major Renovations and Building Works (Lot 10) (passed 12 September 2025)

**Introduction**

1. This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Renovations By-Law and this by-law.

**Definitions**

2. In this by-law:

   (a) "**Lot**" means Lot 10 in the Strata Scheme;

   (b) "**Owner**" means the owner for the time being of the Lot (being the current owner and all successors);

   (c) "**Plans**" means the plans/drawings prepared by Matthes Build and dated 14/08/2025, copies of which are attached to this by-law;

   (d) "**Major Renovations**" means the alterations and additions to the Lot and common property described and shown in the Plans being Bathroom and Kitchen Renovations.

   (e) "**Major Renovations By-Law**" means Special By-Law 47 – Major Renovations as amended from time to time;

   (f) "**Strata Scheme**" means the strata scheme to which this by-law applies.

**Authorisation for Major Renovations**

3. The Owners Corporation grants the Owner:

   (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;

   (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and,

   (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

   on the conditions of this by-law.

**Conditions**

4. The Major Renovations By-Law will apply to the Major Renovations.

5. The Owner must, at the Owner's cost, comply with the conditions specified in the Renovations By-Law with respect to the Major Renovations.

6. The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

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7. The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

8. The Owner must pay the reasonable costs of the owners corporation incurred in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law.

9. For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

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# Quoted Items

Quoted items represents a break down of the quote for your project. If you have any questions about any item, please feel free to contact us.

## BATHROOM [redacted]

| Ref | Description |
|---|---|
| 1.1 | Demolition to existing bathroom tiles, Tape ware and appliances back to the shell ( tap ware and vanity to be retained) |
| 1.2 | Electrical works include Disconnection and installation of new 3x downlight and 1x switch, 1x fan |
| 1.3 | All plumbing works to new positioning of the bathroom layout |
| 1.4 | Existing walls to her patched with render prior to waterproofing |
| 1.5 | Waterproofing to bathroom floor and walls to Australian standard, warrantees included, 3x coats |
| 1.6 | Provisional allowance for supply tiles |
| 1.7 | Tiling works included a cement bed, floor tiles, wall tiles, tile angles. |
| 1.8 | Supply 2x smart tile waste drains |
| 1.9 | Installation of pc items supplied by the client |
| 1.10 | Floor protection to all walkways from bathroom to front access |
| 1.11 | Provisional allowance for supply and install new frameless glass shower screen, $1500 allowed |
| 1.12 | Site to be left clean and tidy through out the time frame of the work carried out |
| 1.13 | All rubbish to be removed from site |

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| | |
|---|---|
| 1.14 | Supply and install joinery in bathroom of location of existing bath |

## KITCHEN [redacted]

| Ref | Description |
|---|---|
| 2.1 | Demolition/ Removal of existing kitchen back to.shell |
| 2.2 | Demolition/ Removal of existing Post in floor to wall |
| 2.3 | Supply and install all electrical as per new layout |
| 2.4 | Supply and install all plumbing as per new layout |
| 2.5 | Supply and install new plasterboard to ceiling and wall where needed |
| 2.6 | Plasterboard to be set and sanded ready for painting |
| 2.7 | Supply and install new kitchen as per kitchen plan Cabinet finish height: 2220mm Carcasses: 16mm white HMR Doors: 18mm 2pc polyurethane, standard colour and finger pull profile Drawers: Blum tandem box soft closing Hinges: Blum soft closing Kickboard: Mat |
| 2.8 | Supply and 20mm AC stone pencil edge from standard colour range ( Allowed labour for top mount sink) |
| 2.9 | Provisional allowance for supply and install new cupboards to entry cabinetry |
| 2.10 | Removal of all rubbish |

## PC ITEMS ALLOWANCE [redacted]

| Ref | Description |
|---|---|
| 3.1 | 900mm vanity |
| 3.2 | Toilet |
| 3.3 | Shower mixer |
| 3.4 | 2 in 12 shower head and shower rail |

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| | |
|---|---|
| 3.5 | Kitchen sink |
| 3.6 | Kitchen tap |
| 3.7 | oven ( supplied by the client) |
| 3.8 | cook top ( Supplied by the client) |
| 3.9 | fridge ( Supplied by the client) |

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# Allowances

## Allowances For Provisional Sums

Provisional Sums are a reasonable estimate or allowance for works where the full scope is not yet known.

### KITCHEN

| Ref | Description | Qty | UOM | |
|---|---|---|---|---|
| 2.9 | Provisional allowance for supply and install new cupboards to entry cabinetry | 1.000 | total | [redacted] |

### PC ITEMS ALLOWANCE

| Ref | Description | Qty | UOM | |
|---|---|---|---|---|
| 3.1 | 900mm vanity | 1.000 | total | |
| 3.2 | Toilet | 1.000 | total | |
| 3.3 | Shower mixer | 1.000 | total | |
| 3.4 | 2 in 12 shower head and shower rail | 1.000 | total | |
| 3.5 | Kitchen sink | 1.000 | total | |
| 3.6 | Kitchen tap | 1.000 | total | |
| | | | Total Incl. GST: | |

Type text here

**This is page 83 of a total of 83 pages of the Consolidation of By-Laws. The seal of THE OWNERS – STRATA PLAN NO 62842 was affixed on the** 11th **day of** November **2025 in the presence of:**

**Authority:** Strata Manager .....

**Signature:** ..... Electronic signature of me, Paul Culbi. Affixed at my direction on 11/11/2025 at 7:50am

**Name:** Paul Culbi .....

THE OWNERS STRATA PLAN NO 62842 The Common Seal of

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act* 2015 to attest the affixing of the seal.**

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# Approved Form 23

## Attestation

The seal of The Owners - Strata Plan No 62842 was affixed on ^ 11 November 2025 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Electronic signature of me, Paul Culbi.
Affixed at my direction on 11/11/2025 at 7:50am

Signature: ..... Name: Paul Culbi Authority: Strata Manager

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

## Applicant:

Harding Conveyancing Pty Ltd
99 Coonong Road
GYMEA BAY NSW 2227

## Planning Certificate - Section 10.7 (2) Environmental Planning and Assessment Act, 1979

Certificate no: EPC26/7774
Certificate date: 18-Aug-2026
Your reference: 26107

| Subject property address | Legal description |
|---|---|
| 40/36 Wandella Road MIRANDA NEW SOUTH WALES 2228 | Lot 14 SP 62842 |

## Zone:

* Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

*Notes:*

*(a) The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.*

*(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.*

*Disclaimer:*

(a) *This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.*

## INFORMATION PURSUANT TO SECTION 10.7(2), ENVIRONMENTAL PLANNING & ASSESSMENTACT, 1979

## 1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:

**Environmental Planning Instruments**

* SEPP (Sustainable Buildings) 2022
* SEPP (Transport and Infrastructure) 2021
* SEPP (Resilience and Hazards) 2021
* SEPP (Resources and Energy) 2021
* SEPP (Primary Production) 2021
* SEPP (Planning Systems) 2021
* SEPP (Industry and Employment) 2021
* SEPP (Biodiversity and Conservation) 2021
* Sutherland Shire Local Environmental Plan 2015
* SEPP (Housing) 2021
* SEPP (Exempt and Complying Development Codes) 2008

**Development Control Plans**

Sutherland Shire Development Control Plan 2015

2. The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land:

**Draft Environmental Planning Instruments**

Draft SSLEP2015 Minor Amendments applies to the land. The amendment proposes to:
Change the maximum building height (HOB) of development in Zone E4 General Industrial from 16m to 18m;
Align SSLEP2015 Schedule 3 Zone C4 Environmental Living Complying Development provisions for bushfire prone land to align with Division 2 1.19A (4) of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008;

Amend SSLEP2015 Clause 6.14(8) so that the landscape area concession applies to all lots with an access handle or which are burdened by a right of way;
Modify Schedule 1 Additional Permitted Uses of the SSLEP2015 allowing development for the purposes of a recreation area at Loftus Oval, and to rezone Heathcote Oval and Grays Point Oval from Zone C1 National Parks and Nature Reserves to RE1 Public Recreation to align land use and zoning, following the transfer of ownership of the land back to Council

No Draft State Environmental Planning Policies (SEPP) apply.

**Draft Development Control Plans**

No draft Development Control Plans apply.

3. Subsection (2.) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—:
   a. it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
   b. for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

4. In this section—

***proposed environmental planning instrument*** means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

## 2. Zoning and land use under relevant LEPs

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(a) The identity of the zone, whether by reference to-
   (i) a name, such as “Residential Zone” or “Heritage Area” or
   (ii) a number, such as “Zone No 2 (a)”,

(b) the purposes for which development in the zone—

(i) may be carried out without development consent, and

(ii) may not be carried out except with development consent, and

(iii) is prohibited,

**Sutherland Shire Local Environmental Plan 2015**
**Zone R4 High Density Residential**

(i) Permitted without consent:

Home occupations

(ii) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works, Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing;

(iii) Prohibited:

Pond-based aquaculture; Tank-based aquaculture; Any development not specified in item (i) or (ii)

(c) whether additional permitted uses apply to the land,

No Additional Permitted Uses apply to this land.

(d) Do development standards apply 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?

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

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

No

(f) Is the land in a conservation area, however described?

No

(g) Is an item of environmental heritage situated on the land, however described?

There is no item of environmental heritage situated on the property.

## 3. Contribution Plans

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

* The Sutherland Shire Local Infrastructure Contributions Plan 2026 applies to this property.

State Housing and Productivity Contribution applies to this property (Effective 01/10/23).

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

No areas within Sutherland Shire are currently part of a special contributions area.

## 4. Complying Development

(1) The extent to which the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

a. a restriction applies to the land, but it may not apply to all of the land, and

b. the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

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

**Housing Code**

Complying development may not be carried out under the Housing Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

(*Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)*

**Rural Housing Code**

Complying development may not be carried out on the land under the Rural Housing Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

**Low Rise Housing Diversity Code**

Complying development may not be carried out under the Low Rise Housing Diversity Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

(Note: this code applies only to land within, or proposed to be within, the following zones RU5, R1, R2 or R3. Check the zoning on the front of this certificate.)

**Pattern Book Development Code**

Complying development may not be carried out under the Pattern Book Development Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

(Note: this code applies only to land within, or proposed to be within, the following zones RU5, R1, R2 or R3. Check the zoning on the front of this certificate.)

**Green Field Housing Code**

Complying development may not be carried out under the Greenfield Housing Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

**Inland Code**

Complying development may not be carried out under the Inland Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to Sutherland Shire.)

## Housing Alterations Code

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

## General Development Code

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

## Industrial and Business Alterations Code

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

## Industrial and Business Buildings Code

Complying development may not be carried out on the land under the Industrial and Business Buildings Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

(Note: this code applies only to land within, or proposed to be within, the following zones E1, E2, E3, MU1, E4, E5, W4, SP1, SP2, SP3 or SP5. Check the zoning on the front of this certificate.)

## Container Recycling Facilities Code

Complying development may be carried out on the land under the Container Recycling Facilities Code.

## Subdivisions Code

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

**Demolition Code**

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

**Fire Safety Code**

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

**Agritourism and Farm Stay Accommodation Code**

Complying development may not be carried out under the Agritourism and Farm Stay Accommodation Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

(Note: this code applies only to land within the following zones RU1, RU2, or RU4. Check the zoning on the front of this certificate.)

## 5. Exempt Development

(1) The extent to which the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

a. a restriction applies to the land, but it may not apply to all of the land, and

b. the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

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

**General Exempt Development Code**

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

**Advertising and Signage Exempt Development Code**

Exempt development may be carried out on the land under the Advertising and Signage Exempt Development Code.

**Temporary Uses and Structures Exempt Development Code**

Exempt development may be carried out on the land under the Temporary Uses and Structures Exempt Development Code.

## 6. Affected building notices and building product rectification orders

(1) Is council aware that—

(a) an affected building notice is in force in relation to the land, or

No

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

No

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

No

(2) In this section—

***affected building notice*** has the same meaning as in the Building Products (Safety) Act 2017, Part 4.

***building product rectification order*** has the same meaning as in the Building Products (Safety) Act 2017.

## 7. Land Reserved for Acquisition

Does any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 of this certificate make provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

No

## 8. Road Widening and Road Realignment

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

(b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

(c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

## 9. Flood related development controls information

(1) Is the land or part of the land within the flood planning area and subject to flood related development controls?

No

(2) Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

No

(3) In this clause—
***Flood planning area*** has the same meaning as in the Floodplain Development Manual.
***Floodplain Development Manual*** means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
***Probable maximum flood*** has the same meaning as in the Floodplain Development Manual.

## 10. Council and other public authority policies on hazard risk restrictions

(1) Is 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.

The Ewey Creek Management Plan (27/09/93) applies to the land as it is within the catchment. This plan imposes design requirements for construction adjoining and within the Ewey Creek corridor. Sutherland Shire Local Environmental Plan 2015 (clause 6.7) and Sutherland Shire Development Control Plan 2015 (Chapter 39) contains provisions for development on Riparian land.

(2) In this section—

***adopted policy*** means a policy adopted—

(a) by the council, or

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

## 11. Bush fire prone land

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

(2) If none of the land is bush fire prone land, a statement to that effect.

Is the land bush fire prone?

None of the land is bush fire prone land as defined under the *Environmental Planning and Assessment Act 1979.*

## 12. Loose-fill asbestos insulation

Does the land include 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?

No

## 13. Mine Subsidence

Is the land declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

No

## 14. Paper subdivision information

(1) Is the land subject to any development plan adopted by a relevant authority that—

(a) applies to the land? or

(b) is proposed to be subject to a ballot?

No

(2) Is the land subject to a subdivision order that applies to the land, and if so what is the date of the order?

No

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

## 15. Property Vegetation Plans

Has Council been notified that the land is subject to a property vegetation plan which is approved and in force under the *Native Vegetation Act 2003*, Part 4?

No

## 16. Biodiversity stewardship sites

Has Council been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

No

***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.*

## 17. Biodiversity Certified Land

Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

No

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

## 18. Orders Under Trees (Disputes Between Neighbours) Act 2006

Has Council been notified of an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land?

No

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

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

No annual coastal protection charges apply under the Local Government Act 1993.

(2) In this section—
***existing coastal protection works*** has the same meaning as in the *Local Government Act 1993*, section 553B.

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

## 20. Western Sydney Aerotropolis

Under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 is the land—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17? or

No

(b) shown on the Lighting Intensity and Wind Shear Map? or

No

(c) shown on the Obstacle Limitation Surface Map? or

No

(d) in the "public safety area" on the Public Safety Area Map? or

No

(e) in the "3-kilometre wildlife buffer zone" or the "13-kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map?

No

*Note: State Environmental Planning Policy (Precincts—Western Parkland City) 2021 does not apply to any land in Sutherland Shire*.

## 21. Development Consent Conditions for Seniors Housing

If *State Environmental Planning Policy (Housing) 2021*, chapter 3, part 5 applies to the land, are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of a kind set out in clause 88 (2) of that Policy?

No

## 22. Site Compatibility Certificates and Development Consent Conditions for Affordable Rental Housing

(1) Is 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.

None found.

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

None found.

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

None found.

(4) In this section—
former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

## 23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

No

*Note—*

*A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.*

## 24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B?

No

## 25. Interim development in future infrastructure corridors

If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, is there a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section?

No

## Any Other Prescribed Matter

### Contaminated Land Management Act 1997

**Note:** The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) Is the land significantly contaminated land within the meaning of that Act?

No

(b) Is the land subject to a management order within the meaning of that Act?

No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?

No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Is the land subject of a site audit statement within the meaning of that Act?

No

## Additional Information

Council holds additional information relating to this property for provision in accordance with Section 10.7(5) of the *Environmental Planning and Assessment Act 1979*.

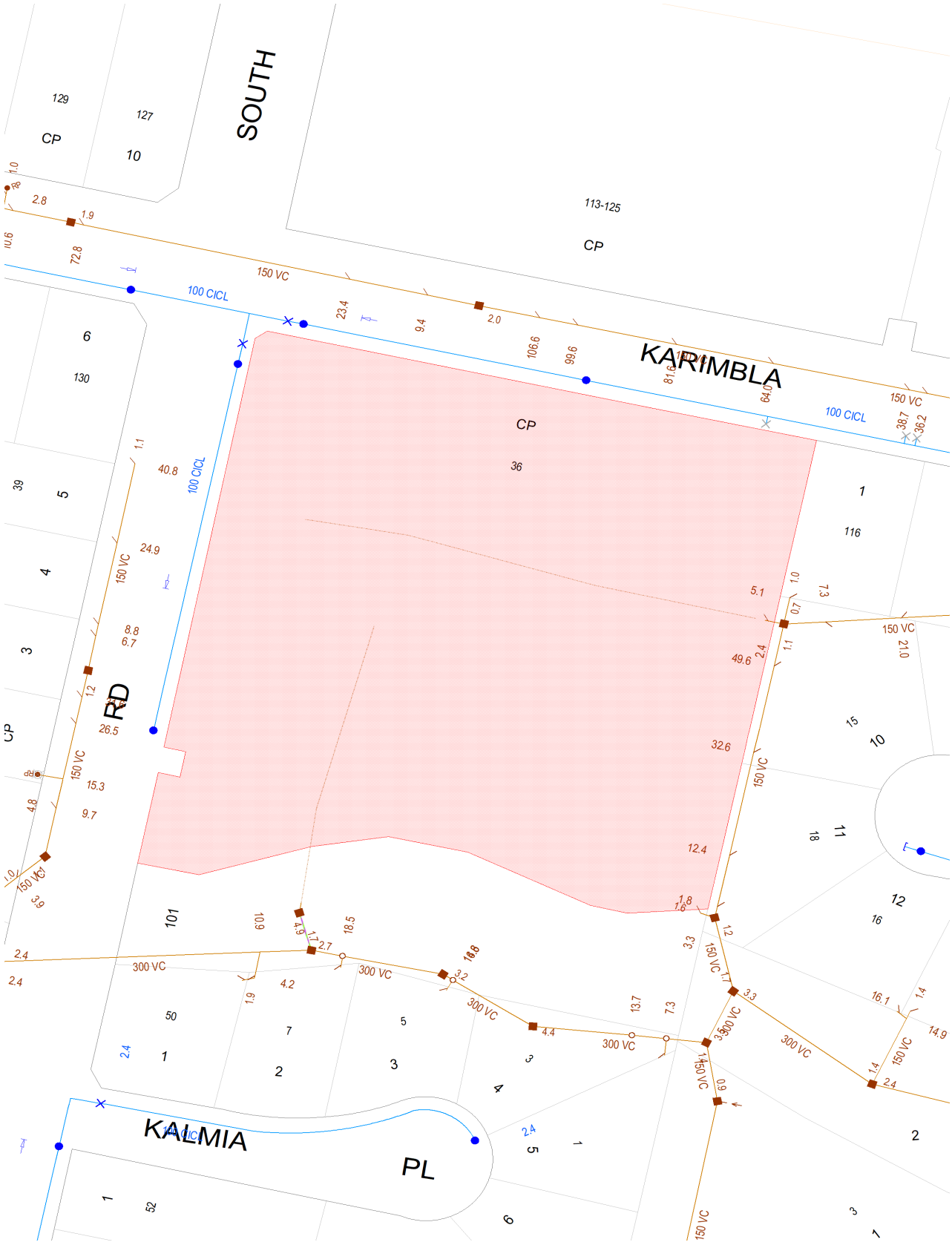
For further information please telephone (02) 97100333.

Yours faithfully

Beth Morris
Strategic Planning Manager

# Service Location Print

Application Number: 8004484761

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

# Asset Information

## Legend

### Sewer

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

### Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

### Vacuum Sewer

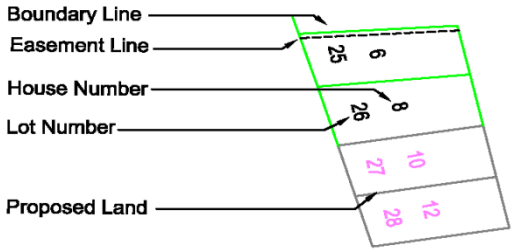
Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

### Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

### Property Details

Boundary Line
Easement Line
House Number
Lot Number
Proposed Land




Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

### Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

### Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

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

## Pipe Types

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

## Further Information

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

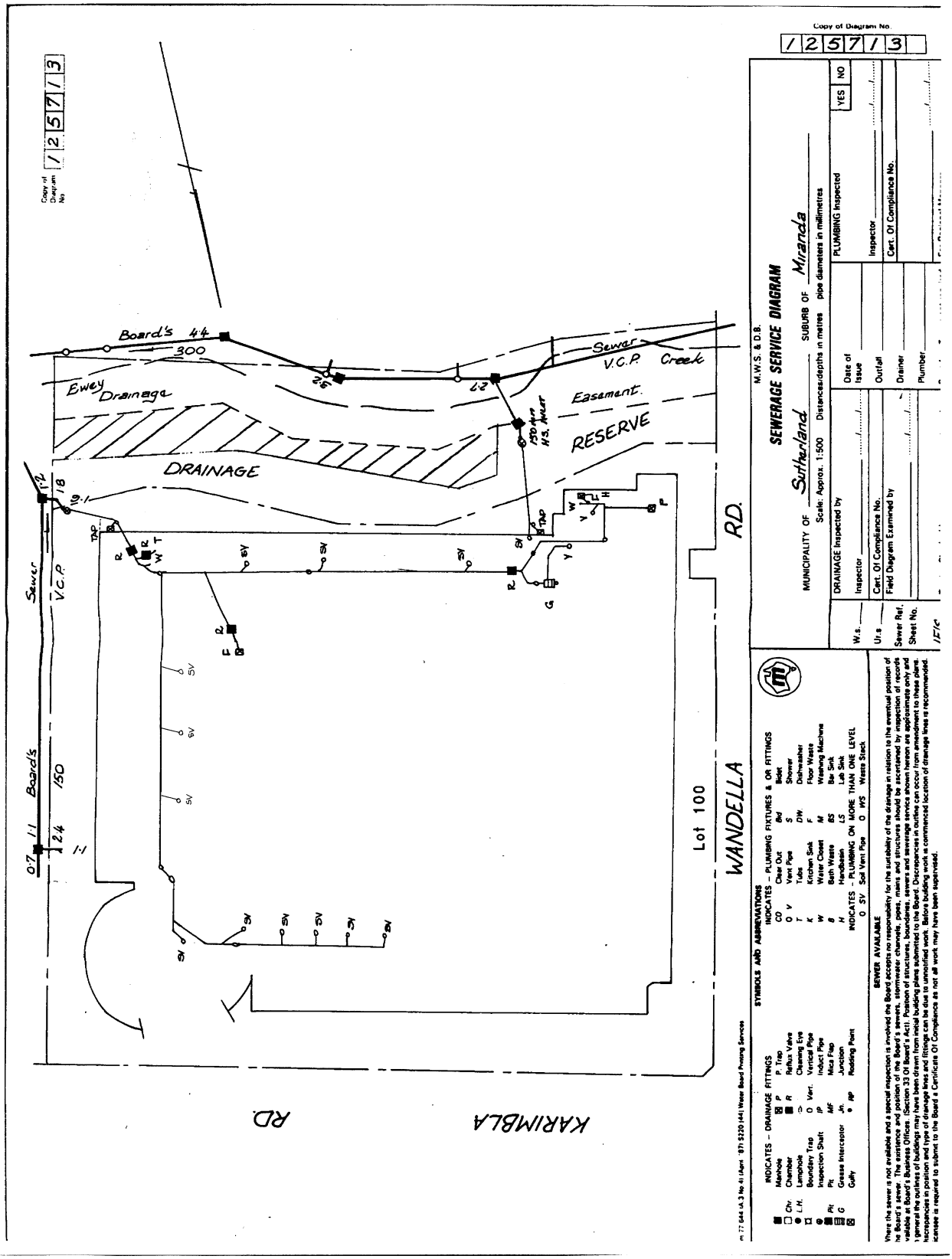
**For general enquiries please call the Customer Contact Centre on 132 092**

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

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

# Sewer Service Diagram

Application Number: 8004484760




Document generated at 23-07-2025 12:11:28 PM

**Disclaimer**
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

ISSUED BY

REINSW
REAL ESTATE INSTITUTE OF NEW SOUTH WALES

# RESIDENTIAL TENANCY AGREEMENT

***RESIDENTIAL TENANCIES REGULATION 2019***

**IMPORTANT INFORMATION**

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

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

**This agreement is made on** 11 / 5 / 20 **at** 2 Warburton St, Gymea **Between**

**Landlord** *[Insert name and telephone number or other contact details of landlord(s)]*

Name/s ML Farmer Pty Ltd ATF ML Farmer Family Super Fund C/- Century 21 Jeffree Real Estate

A.B.N. (if applicable)

Contact Details mjfarmer@bigpond.com

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

*[Insert business address or residential address of landlord(s)]*

**Note.** These details must be provided for landlord(s) if there is no landlord's agent.

*[Insert corporation name and business address of landlord(s) if landlord(s) is a corporation]*

**Tenant** *[Insert name of tenant(s) and contact details]*

Daniel Pobi, Email: danielpobi@hotmail.com, M: 0405 293 210

**Landlord's agent details** *[Insert name of landlord's agent (if any) and contact details]*

Licensee Jeffree Real Estate Pty Ltd

Trading as Century 21 Jeffree Real Estate A.B.N. 43 003 555 842

Address 2 Warburton Street

Gymea, NSW Postcode 2227

Phone 9540 2222 Fax 9540 1222 Mobile Email Natalie@jeffreerealestate.com.au

**Tenant's agent details** *[Insert name of tenant's agent (if any) and contact details]*

Name/s NOT APPLICABLE A.B.N.

Address NOT APPLICABLE

Postcode

Phone Fax Mobile Email

D.P.

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# RESIDENTIAL TENANCY AGREEMENT

**Term of agreement**

The term of this agreement is:

- [x] 6 months
- [ ] 12 months
- [ ] 2 years
- [ ] 3 years
- [ ] 5 years
- [ ] Other (please specify):
- [ ] Periodic (no end date)

starting on 22 /4 /2020 and ending on 21 /10 /2020 *[Cross out if not applicable]*

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

**Residential Premises**

The residential premises are *[Insert address]*

Address 40/36 Wandella Road

Suburb Miranda State NSW Postcode 2228

The residential premises include: *[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]*

Double car garage

The residential premises **do not include**: *[List anything such as a parking space, garage or storeroom which do not form part of the residential premises]*

Not Applicable

**Rent**

The rent is $ 540.00 per week payable in advance starting on 22 /4 /2020.

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

The method by which the rent must be paid:

(a) to Century 21 Jeffree Real Estate at 2 Warburton St, Gymea by ~~cash or~~ Electronic Funds Transfer (EFT), or

(b) into the following account, or any other account nominated by the landlord:

BSB number: 062-177 Account number: 10043811

Account name: Jeffree Real Estate P/L

Payment reference: 2514, or

(c) as follows: Rental Rewards - Agent ID - 200590

**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 $2,160.00 (paid) 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
- [x] 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.

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## IMPORTANT INFORMATION

**Maximum number of occupants**

No more than 1x Adult Listed persons may ordinarily live in the premises at any one time.

**Urgent repairs**

Nominated tradespeople for urgent repairs:

| | | |
|---|---|---|
| Electrical repairs: | MDB Electrical - Matt Booker | Telephone: 0425 266 845 |
| Plumbing repairs: | Davidson Plumbing - John Davidson | Telephone: 0412 524 219 |
| Other repairs: | Atcall Locksmith | Telephone: 9521 8957 |
| Hot Water Repairs: Hot Water Maintenance | | Telephone: 1800 496 496 |

**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:

Smoke Alarms Australia will replace

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.

*[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.

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

danielpobi@hotmail.com

**Condition report**

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

**Tenancy laws**

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

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## 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

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**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

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**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

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**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

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**32.2** to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

**32.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

**32.4** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

**32.5** to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

**33. The tenant agrees:**

**33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

**33.2** to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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

**TRANSFER OF TENANCY OR SUB-LETTING BY TENANT**

**35. The landlord and the tenant agree** that:

**35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

**35.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

**35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

**35.4** without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

**36. The landlord agrees** not to charge for giving permission other than for the landlords 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.

**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

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**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*.

**43. The tenant agrees:**

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

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

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

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

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

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

## SWIMMING POOLS

*[Cross out 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.

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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 Approved

54. **The tenant agrees**

54.1 to supervise and keep the animal within the premises, and

54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and

54.3 to ensure that the animal is registered and micro-chipped if required under law, and

54.4 to comply with any council requirements.

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

**ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT**

56. **The landlord and tenant:**

56.1 **agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated 17 / 04 / 2019 *(insert a date if the landlord and and tenant agree to this clause)* forms part of this agreement,

56.2 **acknowledge** that the tenant's responses in that condition report form part of this agreement, and

56.3 **agree** that two physical copies of that condition report, or one electronic copy, have been given to the tenant on or before the date of this agreement.

**ADDITIONAL TERM - TENANT'S CARE AND USE OF THE RESIDENTIAL PREMISES**

57. Further to clauses 16 and 17 and subject to any applicable by-law, **the tenant agrees**:

57.1 to use the residential premises for residential purposes only;

57.2 not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday, without the prior written consent of the landlord where such consent may be refused in the landlord's absolute discretion;

57.3 to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;

57.4 to put nothing down any sink, toilet or drain likely to cause obstruction or damage;

57.5 to wrap up and place garbage in a suitable container;

57.6 to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;

57.7 to take special care of the items let with the residential premises including any furniture, furnishings and appliances;

57.8 to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;

57.9 to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;

57.10 to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;

57.11 to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;

57.12 not to remove, alter or damage any water efficiency measure installed in the residential premises;

57.13 not to store rubbish, unregistered vehicles, any inflammable, dangerous or hazardous chemical, liquid or gas (with the exception of petrol or gas stored in the fuel tank of any registered motor vehicle) or other inflammable, dangerous or hazardous material on the residential premises, and storage of any items on the residential premises is at the tenant's own risk; and

57.14 to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

**ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES**

58. **The tenant agrees:**

58.1 to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and

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**58.2** the availability of telephone or fax lines, internet services, analogue, digital or cable television (and the adequacy of such services) are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such sockets or service points located in the residential premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries. The landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aerials or antennas or to carry out any upgrades in respect of television or internet reception on the residential premises.

**ADDITIONAL TERM - RENT AND RENTAL BOND**

**59. The tenant agrees:**

**59.1** to pay the rent on or before the day which the term of this agreement begins; and

**59.2** not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.

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

**ADDITIONAL TERM - OCCUPANTS**

**61. The tenant agrees:**

**61.1** not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*; and

**61.2** to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

**ADDITIONAL TERM - TERMINATION**

**62. The tenant acknowledges** that a notice of termination does not by itself end the tenant's obligations under this agreement.

**63. The tenant agrees:**

**63.1** upon termination of this agreement, to:

(a) promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010*;

(b) promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and

(c) comply with its obligations in clause 18 of this agreement; and

**63.2** that the tenant's obligations under this agreement continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

**64.** Notwithstanding any termination of this agreement, **the tenant acknowledges and agrees that** an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement.

**65. The landlord and the tenant agree that:**

**65.1** any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement; and

**65.2** the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

**Note:** Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days. Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

**Note:** If the tenant breaches this agreement the landlord should refer to section 87(2) of the *Residential Tenancies Act 2010*.

**ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS**

**66. The tenant acknowledges and agrees:**

**66.1** to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;

**66.2** where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law;

**66.3** where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989)*, to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time; and

**66.4** that, at the tenant's cost, the owners corporation or strata managing agent may dispose of abandoned goods, perishable goods or rubbish left on common property.

**ADDITIONAL TERM - SWIMMING POOLS**

*(This clause does not apply when there is no pool on the residential premises)*

~~**67. Unless otherwise agreed by the landlord and tenant in writing, the tenant agrees:**~~

~~**67.1** to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;~~

~~**67.2** to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;~~

~~**67.3** to keep the water level above the filter inlet at all times;~~

~~**67.4** to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;~~

~~**67.5** not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and~~

~~**67.6** to ensure that the pool safety gate or access door is self-closing at all times.~~

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**ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM**
(for a fixed term of **less than 2 years**):

**68.** By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

**68.1** the rent will be increased to

| | | | |
|---|---|---|---|
| $ | | per | |
| | on | / / | ; and |
| to $ | | per | |
| | on | / / | ; or |

**68.2** the rent increase can be calculated by the following method (set out details):

**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

**ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM**
(for a fixed term of **2 years or more**):

**69.** By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

**69.1** the rent will be increased to

| | | | |
|---|---|---|---|
| $ | | per | |
| | on | / / | ; and |
| to $ | | per | |
| | on | / / | ; or |

**69.2** the rent increase can be calculated by the following method (set out details):

**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

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

**ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT**

**70.** For avoidance of doubt:

**70.1** a condition report which accompanies this agreement, forms part of this agreement;

**70.2** a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report; and

**70.3** if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days of being provided with the landlord's signed condition report then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

**ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS**

**71. The tenant agrees:**

**71.1** to reimburse the landlord, within 30 days of being requested to do so, for:

(a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;

(b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and

(c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;

**71.2** to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 42 of this agreement; and

**71.3** to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food.

**ADDITIONAL TERM - TENANCY DATABASES**

**72. The landlord or the landlord's agent advises and the tenant acknowledges and agrees** that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act 2010.*

**ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY**

*[This clause does not apply if there is no garage, storage cage, open car space or other storage facility on the residential premises]*

**73. The tenant agrees** that if the premises include a garage then the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.

**74. The landlord gives** no undertaking as to the security and/or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

**ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT**

**75. The tenant agrees** to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.

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76. **The landlord agrees** to provide to the tenant's agent (if appointed) all notices and documents that it gives to the tenant.

**ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS**

77. Where the tenant has been provided with the requisite notice pursuant to clause 24.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.

78. **The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 24.

**ADDITIONAL TERM - PRIVACY POLICY**

79. The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.

The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:

(a) identify and verify the tenant's identity;

(b) process and assess any application received in relation to the lease of the residential premises;

(c) assess the tenant's ability to meet their financial and other obligations under this agreement;

(d) manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;

(e) contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;

(f) comply with any applicable law;

(g) liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;

(h) negotiate the lease for the residential premises;

(i) process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and

(j) comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and (if appointed) the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods, and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, and unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box: ☐ or otherwise notify the landlord and/or landlord's agent using the contact details of the landlord and/or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

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## ADDITIONAL TERM - ACKNOWLEDGEMENTS

**80. The landlord and tenant each acknowledge** that:

**80.1** the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement;

**80.2** the additional terms and conditions may be included in this agreement only if:

(a) they do not contravene the *Residential Tenancies Act 2010* (NSW), the *Residential Tenancies Regulation 2019* (NSW) or any other Act; and

(b) they are not inconsistent with the standard terms and conditions of this agreement; and

**80.3** The Real Estate Institute of New South Wales Limited (REINSW) is not and cannot be responsible for the drafting and content of any additional terms and/or conditions that are included in any annexure to this agreement.

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## SCHEDULE A

## SPECIAL CONDITIONS - FLATS

**Special Condition 1 - Vehicles**

The tenant must not park or stand any motor or other vehicle on common area, or permit a motor vehicle to be parked or stood on common area, except with the prior written approval of the landlord or as permitted by a sign authorised by the landlord.

**Special Condition 2 - Damage to lawns and plants on the common areas**

The tenant must not, except with the prior written approval of the landlord:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common area, or

(b) use for his or her own purposes as a garden any portion of the common area.

**Special Condition 3 - Obstruction of common areas**

The tenant must not obstruct lawful use of common areas by any person except on a temporary and non-recurring basis.

**Special Condition 4 - Noise**

The tenant, or any invitee of the tenant, must not create any noise in the flat or the common area likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

**Special Condition 5 - Behaviour of tenants and invitees**

(a) The tenant, or any invitee of the tenant, when on the common area 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 the common area.

(b) The tenant must take all reasonable steps to ensure that their invitees:

  (i) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area; and

  (ii) without limiting paragraph (b)(i), comply with Special Condition 5(a).

**Special Condition 6 - Children playing on common areas in building**

Any child for whom the tenant is responsible may play on any area of the common area that is designated by the landlord for that purpose but may only use an area designated for swimming while under adult supervision. The tenant must not permit any child of whom the tenant is responsible, unless accompanied by an adult exercising effective control, to be or to remain on the common area that is a laundry, car parking area or other area of possible danger or hazard to children.

**Special Condition 7 - Smoke penetration**

The tenant, and any invitee of the tenant, must not smoke tobacco or any other substance on the common area, except:

(a) in an area designated as a smoking area by the landlord, or

(b) with the written approval of the landlord.

The tenant who is permitted under this Special Condition to smoke tobacco or any other substance on common area must ensure that the smoke does not penetrate to any other flat. The tenant must ensure that smoke caused by the smoking of tobacco or any other substance by the tenant, or any invitee of the tenant, in the flat does not penetrate to the common area or any other flat.

**Special Condition 8 - Preservation of fire safety**

The tenant must not do any thing or permit any invitees to do any thing in the flat or common area that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the flats or common areas.

**Special Condition 9 - Storage of inflammable, dangerous or hazardous liquids and other substances and materials**

(a) The tenant must not, except with the prior written approval of the landlord, use or store in the flat, garage or carport or on the common area any inflammable, dangerous or hazardous chemical, liquid or gas or other inflammable, dangerous or hazardous material.

(b) This Special Condition 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.

**Special Condition 10 - Appearance of flat**

(a) The tenant must not, without the prior written approval of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.

(b) This Special Condition does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with Special Condition 12.

**Special Condition 11 - Cleaning windows and doors**

(a) Except in circumstances referred to in Special Condition 11(b), the tenant is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the flat, including so much as is common area.

(b) The landlord is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the tenant safely or at all.

**Special Condition 12 - Hanging out of washing**

The tenant may hang any washing on any lines provided by the landlord for that purpose. The tenant may hang washing on any part of the flat other than over the balcony railings. In each case, the washing may only be hung for a reasonable period. In this Special Condition, "washing" includes any clothing, towel, bedding or other article of a similar type.

**Special Condition 13 - Disposal of waste - bins for individual flats (applicable where individual flats have bins)**

(a) The tenant must:

  (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;

  (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);

  (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on the common area;

  (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste;

  (v) maintain bins for waste within the flat, or on any part of the common area that is authorised by the landlord, in clean and dry condition and appropriately covered;

  (vi) not place any thing in the bins of the owner or occupier of any other flat except with the permission of that owner or occupier;

  (vii) place the bins within an area designated for collection by the landlord not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the flat or other area authorised for the bins; and

  (viii) notify the local council of any loss of, or damage to, bins provided by the local council for waste.

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(b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.

(c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

**Special Condition 14 - Disposal of waste - shared bins (applicable where bins are shared by flats)**

(a) The tenant must:

(i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;

(ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);

(iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on common area; and

(iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.

(c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

**Special Condition 15 - Change in use or occupation of flat to be notified**

(a) The tenant must notify the landlord if the tenant changes the existing use of the flat.

(b) Without limiting Special Condition 15(a), the following changes of use must be notified:

(i) a change that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes); and

(i) a change to the use of the flat for short-term or holiday letting.

(c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

**Special Condition 16 - Compliance with planning and other requirements**

The tenant must ensure that the flat is not used for any purpose that is prohibited by law and that the flat is not occupied by more persons than are allowed by law to occupy the flat.

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**NOTES.**

**1. Definitions**

In this agreement:

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

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

(a) the letting of residential premises, or

(b) the collection of rents payable for any tenancy of residential premises.

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

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

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

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

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

**2. Continuation of tenancy (if fixed term agreement)**

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

**3. Ending a fixed term agreement**

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

**4. Ending a periodic agreement**

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

**5. Other grounds for ending agreement**

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

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

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

**6. Warning**

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a 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.

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# RESIDENTIAL TENANCY AGREEMENT

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

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

**SIGNED BY THE LANDLORD / LANDLORD'S AGENT**

N Nf.

(Signature of landlord / landlord's agent)

11. 05. 2020

(Date)

**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.

N Nf

(Signature of landlord / landlord's agent)

11. 05. 2020.

(Date)

**Note:** A landlord's agent must not sign this acknowledgment unless they have first obtained from the landlord a written statement that the landlord has read and understood the contents of the information statement published by NSW Fair Trading setting out the landlord's rights and obligations.

**SIGNED BY THE TENANT**

× [signature]

(Signature of tenant)

SIGN HERE

(Signature of tenant)

11 MAY 2020

(Date)

(Date)

(Signature of tenant)

(Signature of tenant)

(Date)

(Date)

**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.

× [signature]

(Signature of tenant)

SIGN HERE

(Signature of tenant)

11 MAY 2020

(Date)

(Date)

(Signature of tenant)

(Signature of tenant)

(Date)

(Date)

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

(a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or

(b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or

(c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

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NSW GOVERNMENT

March 2020

# Tenant information statement

## What you must know before you start renting

## Starting a tenancy

Landlords or agents must give all tenants a copy of this **Tenant information statement** before signing a residential tenancy agreement.

Make sure you read this information statement thoroughly before you sign a residential tenancy agreement. Ask questions if there is anything in the agreement that you do not understand.

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

### The landlord or agent must:

- ensure the property is vacant, reasonably clean, fit to live in and in good repair at the start of the tenancy
- provide and maintain the property in a reasonable state of repair
- meet health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- ensure the property is reasonably secure
- respect your privacy and follow entry and notice requirements.

### When renting, you must:

- pay the rent on time
- keep the property reasonably clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- respect your neighbours' right to peace, comfort and privacy

### What you must be told before you sign an agreement

Sometimes a rental property has something in its history that you should know before you sign an agreement.

The landlord or agent **must tell** you if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

The landlord or agent **must tell** you if they are aware of any of the following facts. If the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the loose-fill asbestos insulation register
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development or complying development certificate application for rectification has been lodged regarding external combustible cladding
- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement
- is affected by zoning or laws that will not allow you to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.

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Penalties apply to landlords or agents if any of the above is not done.

### What you must be given before you sign an agreement

Before you sign an agreement or move into the property, the landlord or agent **must give** you:

- a copy of this Tenant information statement
- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report for the property completed by the landlord or agent
- a copy of the by-laws, if the property is in a strata scheme.

### What you must be given at the time you sign an agreement

At the time you sign the agreement, the landlord or agent **must give** you:

- for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

### Before or at the start of the tenancy

The landlord or agent **must give** you:

- a copy of the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to you or any tenant named in the agreement

### The property must be fit to live in

The property must be reasonably clean, fit to live in and in a reasonable state of repair.

To be fit to live in, the property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities, that allow users' privacy.

The property could have other issues that may make it unfit for you to live in, even if it meets the above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

### Residential tenancy agreement

The tenancy agreement is a legal agreement. It must include certain standard terms that cannot be changed or deleted. It may also include additional terms. Verbal agreements are still binding on you and the landlord.

### Condition report

You should have already received a copy of the condition report, completed by the landlord or agent, before you signed the agreement. This is an important piece of evidence and you should take the time to check the condition of the property at the start of the tenancy. If you do not complete the report accurately, money could be taken out of your bond (after you move out) to pay for damage that was already there when you moved in.

You must complete and give a copy of the condition report to your landlord or agent **within 7 days** after moving into the property. You must also keep a copy of the completed report.

### Rent, receipts and records

Rent is a regular payment you make to the landlord to be able to live in the property. You cannot be asked to pay more than 2 weeks' rent in advance. Your landlord or agent cannot demand more rent until it is due.

Your landlord or agent can serve you with 14 days' termination notice if you are more than 14 days behind with the rent.

Your landlord or agent must:

- give you rent receipts (unless rent is paid into a nominated bank account)
- keep a record of rent you pay
- provide you with a copy of the rent record within 7 days of your written request for it.

### Rental bonds

The bond is money you may have to pay at the start of the tenancy as security. It must be in the form of money and not as a guarantee. Your landlord or agent can only ask for 1 bond for a tenancy agreement. The bond payable cannot be more than 4 weeks rent. If the landlord agrees, you can pay the bond in instalments.

Your landlord or agent cannot make you pay a bond before the tenancy agreement is signed. If you pay the bond directly to Fair Trading using Rental Bonds Online (RBO) the landlord or agent will receive confirmation of this before they finalise the tenancy agreement.

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Your landlord or agent must give you the option to use RBO to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with Fair Trading. The landlord must deposit any bond you pay them with Fair Trading within 10 working days. If the bond is paid to the agent, the agent must deposit the bond with Fair Trading within 10 working days after the end of the month in which the bond was paid.

### Discrimination when applying for rental property

It is against the law for a landlord or agent to discriminate on the grounds of your race, age, disability, gender, sexual orientation, marital status or pregnancy.

If you feel that a landlord or agent has declined your tenancy application or has treated you less favourably because of the above, you can contact the NSW Anti-Discrimination Board on 1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

It is not against the law if a landlord or agent chooses not to have a tenant who smokes, or has a poor tenancy history or issues with rent payments.

### Communicating with your landlord or agent

Your landlord must provide you with their name and a way for you to contact them directly, even if your landlord has an agent.

This information must be given to you in writing before or when you sign the tenancy agreement, or it can be included in the agreement you sign. Your landlord must also let you know, in writing, within 14 days of any changes to their details.

Some formal communication between you and the landlord or agent must be in writing to be valid, for example, termination notices. You can use email to serve notices or other documents but only if the landlord or agent has given you permission to use their nominated email address for this purpose.

## During the tenancy

### Can rent be increased during the tenancy?

For a fixed-term of less than 2 years, rent can only be increased during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated. No written notice of the increase is required.

For a fixed-term of 2 years or more, or for a periodic agreement (i.e. where the fixed-term has expired or no fixed-term is specified), the rent can only be increased once in a 12-month period. You must get at least 60 days written notice.

### Paying for electricity, gas and water usage

You may have to pay the cost for certain utilities as set out in the agreement. For example, you will pay for all:

- electricity, non-bottled gas or oil supply charges **if** the property is separately metered. Some exceptions apply for electricity or gas
- charges for the supply of bottled gas during the tenancy.

There are limits on when you need to pay for water usage charges. You can only be asked to pay for water usage if the property is separately metered (or water is delivered by vehicle) and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- from 23 March 2025, toilets are dual flush and have a minimum 3-star WELS rating.

### Repairs and maintenance

The property must always be fit for you to live in. The landlord is responsible for any repairs or maintenance, so the property is in a reasonable state of repair. They must also ensure the property meets health and safety laws.

You are responsible for looking after the property and keeping it clean and undamaged. If the property includes a yard, lawns and gardens, you must also keep these areas neat and tidy.

You need to tell your landlord or the agent of any necessary repairs or damage as soon as possible. They are responsible for arranging and paying for the repair costs unless you caused or allowed the damage. You are not responsible for any damage caused by a perpetrator of domestic violence during a domestic violence offence.

If the repair is an **urgent repair** e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault, your landlord or agent should organise these repairs as soon as reasonably possible, after being notified. If they do not respond to an urgent repair, you may be able to organise the work yourself and be reimbursed

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a maximum amount of $1,000 within 14 days from requesting payment in writing. A list of **urgent repairs** is available on the Fair Trading website.

You can apply to Fair Trading for a rectification order if your landlord refuses or does not provide and maintain the property in a reasonable state of repair. Similarly, your landlord can apply to Fair Trading for a rectification order if you refuse or do not repair damage you have caused or allowed. You can also apply to the NSW Civil and Administrative Tribunal (the Tribunal) if your landlord does not carry out repairs.

### Smoke alarms must be working

Landlords must ensure that smoke alarms are installed on all levels of the property. Your landlord must maintain the smoke alarms in your property to ensure they are working.

You should notify your landlord or agent if a smoke alarm is not working. They are responsible for repairing (including replacing a battery) or replacing a smoke alarm within 2 business days after they become aware that it is not working.

You can choose to replace a removable battery if it needs replacing, but you must notify the landlord if and when you do this. You are not responsible for maintaining, repairing or replacing a smoke alarm. However, there are some circumstances where you can arrange for a smoke alarm to be repaired or replaced.

### Privacy and access

You have the right to reasonable peace, comfort and privacy when renting. Tenancy laws restrict when and how often your landlord, agent or other authorised person can enter the property during the tenancy. Your landlord, agent or authorised person can enter the property without your consent in certain circumstances if proper notice (if applicable) is provided.

For example:

- in an **emergency**, no notice is necessary
- if the **Tribunal orders** that access is allowed
- to carry out, or assess the need for, **necessary repairs or maintenance** of the property, if you have been given at least 2 days' notice
- to carry out **urgent repairs**, no notice is necessary
- to carry out **repairs or replacement of a smoke alarm**, if you have been given at least 1 hours' notice
- to **inspect or assess the need for repair or replacement of a smoke alarm**, if you have been given at least 2 business days' notice
- to carry out a **general inspection** of the property if you have been given at least 7 days' written notice (no more than 4 inspections during a 12-month period).

### How to make 'minor' changes to the property

You can only make minor changes to the property with your landlord's written consent, or if the agreement allows it. Your landlord can only refuse your request if it is reasonable to do so e.g. if the work involves structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for your landlord to refuse consent. For example:

- secure furniture to a non-tiled wall for safety reasons
- fit a childproof latch to an outdoor gate in a single dwelling
- insert fly screens on windows
- install or replace internal window covering (e.g. curtains)
- install cleats or cord guides to secure blind or curtain cords
- install child safety gates inside the property
- install window safety devices for child safety (non-strata only)
- install hand-held shower heads or lever-style taps to assist elderly or disabled occupants
- install or replace hooks, nails or screws for hanging pictures etc.
- install a phone line or internet connection
- plant vegetables, flowers, herbs or shrubs in the garden
- install wireless removable outdoor security camera
- apply shatter-resistant film to window or glass doors
- make changes that don't penetrate a surface, or permanently modify a surface, fixture or structure of the property.

Some exceptions apply. The landlord can also require that certain minor changes be carried out by a qualified person.

You will be responsible for paying for the changes and for any damage you cause to the property. Certain rules apply for removing any modifications at the end of the tenancy.

### Your rights in circumstances of domestic violence

Every person has the right to feel safe and live free from domestic violence. If you or your dependent child are experiencing domestic violence in a rental property, there are options available to you to improve your safety.

If you or your dependent child need to escape violence, you can end your tenancy immediately,

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without penalty. To do this you must give your landlord a termination notice with the relevant evidence and give a termination notice to any co-tenants.

Or, if you wish to stay in your home, you can apply to the Tribunal for an order to end the tenancy of the perpetrator (if they are another co-tenant).

A tenant or any innocent co-tenant is not liable for property damage caused by the perpetrator of violence during a domestic violence offence.

# Ending the tenancy

### Termination notice must be given

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be ended by you or your landlord giving notice to the other party and you vacating on or after the date specified in the notice.

To end a tenancy, you need to give the landlord or agent a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (for example if you are experiencing hardship).

If you do not leave by the date specified in the termination notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, only a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

### Break fee for ending a fixed term agreement early

If you end a fixed term agreement early that is for 3 years or less, mandatory break fees may apply based on the stage of the agreement. If it applies, the set fee payable will be:

- 4 weeks rent if less than 25% of the lease had expired
- 3 weeks rent if 25% or more but less than 50% of the lease had expired
- 2 weeks rent if 50% or more but less than 75% of the lease had expired
- 1 week's rent if 75% or more of the lease had expired.

The break fee does not apply if you end the agreement early for a reason allowed under the Act.

### Getting the rental bond returned

You should receive the bond in full at the end of the tenancy unless there is a reason for the landlord to make a claim against the bond. For example if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- you caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

You are not liable for fair wear and tear to the property that occurs over time with the use of the property, even when the property receives reasonable care and maintenance.

# Checklist

You should only sign the agreement when you can answer **Yes** to the following.

### The tenancy agreement

☑ I have read the agreement and asked questions if there were things I did not understand.

☑ I understand the fixed-term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.

☑ I understand that I must be offered at least one way to pay the rent that does not involve paying a fee to a third party.

☑ I understand that any additional terms to the agreement can be negotiated before I sign.

☑ I have checked that all additional terms to the agreement are allowed. For example, the agreement does not include a term requiring me to have the carpet professionally cleaned when I leave, unless it is required because the landlord has allowed me to keep a pet on the property.

### Promised repairs

For any promises the landlord or agent makes to fix anything (e.g. replace the oven, etc.) or do other work (e.g. paint a room, clean up the backyard, etc.):

☐ I have made sure these have already been done

or

☐ I have an undertaking in writing (before signing the agreement) that they will be done.

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### Upfront costs

☐ I am **not** required to pay:

- more than 2 weeks rent in advance
- more than 4 weeks rent as a rental bond.

☐ I am **not** being charged for:

- the cost of preparing the tenancy agreement
- the initial supply of keys and other opening devices to each tenant named in the agreement
- being allowed to keep a pet on the property.

### Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

- Keep a copy of your agreement, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find them later.
- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do). It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.
- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the property and your agreement is going to end, consider asking for the agreement to be renewed for another fixed-term. This will remove any worry about being unexpectedly asked to leave and can help to lock in the rent for the next period.

## More information

Visit the Fair Trading website or call 13 32 20 for more information about your renting rights and responsibilities. The NSW Government funds a range of community-based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Visit the Tenants' Union website at tenants.org.au

**fairtrading.nsw.gov.au** **13 32 20**

**Language assistance 13 14 50**

***(ask for an interpreter in your language)***

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For more information about this topic,
refer to the appropriate legislation.

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# ADDITIONAL TERMS

1. It is in breach of this agreement for a tenant to change or alter the locks on premises without the consent of the agent or owner. A copy of the keys to any altered locks must be given to Century 21 Jeffree Real Estate.

2. Where properties are separately metered for water, the tenant agrees to pay any charges for water usage under the 'user pays' billing system and agrees to pay within 21 days of the invoice issue date.

3. The Tenant agrees to redirect to Century 21 Jeffree Real Estate without unreasonable delay, all mail received at the property not addressed to themselves.

4. The tenant agrees to advise Century 21 Jeffree Real Estate of any changes to their contact details, be this phone or email address when these changes occur.

5. The tenant agrees to keep no animals or birds on the premises without prior written consent of the landlord.

6. The tenant agrees to provide the agent with 21 days notice in writing of any intention to vacate the premises upon the expiry of the fixed term agreement.

7. The tenant agrees to do no decorating, painting or installation of hooks without the prior written permission of Century 21 Jeffree Real Estate or owner.

8. The tenant and/or their invitees are not permitted to smoke within the premises at any time during the tenancy. Any damage caused as a result of smoking within the property will be deducted from the rental bond and to the extent the rental bond is not sufficient to cover the cost to repair such damage the tenant will be liable to pay to the landlord on demand any such further costs incurred, or to be incurred for such repair.

9. The tenant agrees to affix pads to all furniture in areas with wooden flooring and to ensure that high heel shoes, sporting footwear with cleats or studs or other inappropriate footwear is not worn in the area with wooden flooring, as a precaution in the preservation of the flooring.

10. In accordance with this agreement the tenant understands that all repairs (other than urgent repairs) are to be referred to Century 21 Jeffree Real Estate in writing.

11. The availability of telephones lines; internet services; analogue, digital or cable television (an adequacy of such services); are the sole responsibility of the tenant(s) and tenants should make their own enquiries as to the availability and adequacy of such services before accepting the tenancy of the property. The landlord does not warrant that any telephone plugs, antenna sockets or other such service points located in the property are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries. Any telephone connections are covered by the tenant.

12. The tenant agrees that no garbage bins are to be left on common property; also that no clothes are to be on public display.

13. The tenant agrees that moving vans are not permitted on the driveway.

14. The tenant agrees that rent will be charged until all keys/remotes are returned in working order, all remotes during your Tenancy are the responsibility of the tenant.

15. The tenant is prohibiting from 'licensing' the apartment to others for commercial gain on websites such as Airbnb.

Tenant

11/5/2020

Agent on behalf of the owner