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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 2 Warburton Street, Gymea NSW 2227	**phone**: 9540 1222 **email**: info@jreproperty.com.au **ref**: Luke Jeffree
co-agent		
vendor	RICHARD ANTHONY RACOMELARA AND SARAH RACOMELARA 171 Georges River Crescent, Oyster Bay NSW 2225	
vendor's solicitor	HAYDON LAW GROUP 88 Cronulla Street Cronulla NSW 2230	**phone**: 9527 1600 **email**: beverley@haydonlawgroup.com **ref**: Beverley Russell
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	UNIT 10, 38-40 CHAPMAN ST GYMEA NSW 2227 LOT 10 STRATA PLAN SP43119 Folio Identifier 10/SP43119	
	☐ VACANT POSSESSION ☒ subject to existing tenancies	
improvements	☐ HOUSE ☒ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☒ other: storage cage	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

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

exclusions

purchaser

purchaser's solicitor

price

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

balance

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

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

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

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

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

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

Land tax is adjustable	☒ NO	☐ yes	
GST: Taxable supply	☒ NO	☐ yes in full	☐ yes to an extent
Margin scheme will be used in making the taxable supply	☒ NO	☐ yes	

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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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 that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location print)
- ☒ 9 sewer lines location diagram (sewer service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *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 the off the plan contract

Other

- ☐ 61

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

Michael Roberts Strata Management
7/11 Forest Road, Hurstville NSW 2220
info@mrstrata.com.au
02. 8567 5900

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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 – ● the issuer; ● the expiry date (if any); and ● 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 – ● issued by a *bank* and drawn on itself; or ● 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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Conditions of Sale by Auction

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

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

1. The following conditions are prescribed as applicable to and in respect of the sale of auction of land:

    a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
    b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
    c) The highest bidder is the purchaser, subject to the reserve price.
    d) In the event of a dispute bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
    e) The auctioneer may refuse to accept any bid that in the auctioneer's opinion is not in the best interest of the seller.
    f) A bidder is taken to be a principal unless, before bidding, the bidder has given the auctioneer a copy of a written authority to bid for or on behalf of another person.
    g) A bid cannot be made or accepted after the fall of the hammer.
    h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

2. The following conditions, in addition to those prescribed in subclause (1), are prescribed as applicable to and in respect for the sale by auction of residential property or rural land:

    a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
    b) One bid may only be made by or on behalf of a seller. This includes a bid made by an auctioneer on behalf of the seller.
    c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

SPECIAL CONDITIONS

BETWEEN
AS VENDOR(S) **Richard Anthony Racomelara and Sarah Racomelara**
AND
AS PURCHASER(S)

PROPERTY AT: **Unit 10, 38-40 Chapman Street, Gymea NSW 2227**

---

1. **PURCHASER(S) WARRANTY IN RESPECT OF THE AGENT**

The Purchaser warrants that he has not been introduced to the property herein sold and/or the Vendor by any Agent other than the Vendor's Agent, if any, herein named. The Purchaser shall indemnify the Vendor in respect of any commission claim and/or other payment for which the Vendor is held liable to pay resulting from breach of this warranty. This warranty and indemnity shall not merge on completion.

2. **PARTICULARS OF TITLE**

Sufficient particulars of title for the preparation of the transfer are contained in this Contract and the Purchaser(s) shall not request the Vendor(s) to provide any further Statement of Title.

3. **TIME FOR COMPLETION AND NOTICE TO COMPLETE**

(A) Should either party fail to complete this Contract on or before the completion date specified herein then the other party shall be entitled to issue a Notice to Complete to the defaulting party to complete this Contract within fourteen (14) days from the date of service of such notice and in this respect time shall be of the essence.

(B) If the Vendor(s) is required to issue a Notice to Complete in accordance with this clause as a result of the Purchaser's default under this Contract, then it is an essential term of this Contract that the purchaser must, on completion, allow to the Vendor(s) the sum of $275.00 on account of the Vendor's additional legal costs and disbursements in relation to the issue of the Notice to Complete.

4. **EFFECT OF DEATH OR INSOLVENCY**

If the Vendor(s) or Purchaser(s) or if more than one then any one of them shall die or become mentally ill or go into bankruptcy, then the other party may rescind the Contract.

5. **SURVEY**

If annexed hereto is a copy of a survey report relating to the property the Purchaser(s) acknowledge any encroachment by or upon the property and/or non-compliance with the Local Government Act 1919 that may be specifically disclosed and clearly described therein and the Purchaser(s) shall not make any requisitions, objections or claims for compensation in relation to any encroachment and/or non-compliance. The Purchaser(s) acknowledge that the Vendor(s) do not guarantee that the original of any copy survey annexed hereto will be available at settlement.

Special Conditions (cont.)

6. **COVENANTS AND RESTRICTIONS**

The Purchaser(s) acknowledge and agree that they have inspected all covenants and restrictions annexed hereto and will raise no objection, requisition or claim for compensation in relation to the contents thereof, to the non-compliance by the property with any of the same or any matter or thing arising therefrom and further acknowledge that they have fully satisfied themselves in all respects thereto.

7A. **RELEASE OF DEPOSIT**

The Purchaser hereby authorises the Depositholder to release so much of the deposit as the Vendor may require to be applied towards the deposit or stamp duty or the balance of purchase money on the purchase of another property by the Vendor or towards a deposit into a Retirement Institution, provided that the released deposit must be held in the trust account of a Solicitor, Licensed Conveyancer, Real Estate Agent or Retirement Institution and shall not be further released. The signing of the Contract by the Purchaser, shall be full and irrevocable authority to the Depositholder to release such deposit.

7B. **RELEASE OF DEPOSIT**

This condition applies if the Vendor is purchasing another property with settlement to take place simultaneously with settlement of this Contract. The Purchaser hereby authorises and directs the Vendor's Agent to release funds from the deposit in accordance with the direction of the Vendor's Conveyancer to enable the funds to be available for the simultaneous settlement of the Vendor's purchase. The Purchaser will promptly provide such further directions and authorities as the Vendor's Agent may require to enable release of the deposit funds for this purpose.

8. **REDUCED DEPOSIT**

If the Vendor agrees to accept a part deposit on exchange of this Contract then, in addition to any other rights or benefits accruing to the Vendor hereunder, it is hereby agreed that in the event the Purchaser shall make default in the performance of his obligations in this Contract and notwithstanding the provisions of Clause 9 in that regard the Vendor shall have the right to demand and receive from the Purchaser that amount as shall represent the difference between the part deposit paid and the full deposit shown on the front page of the Contract and to recover the amount of such difference from the Purchaser as a liquidated debt. If there is no default by the Purchaser, or completion of this Contract occurs notwithstanding the Purchaser's default, the balance of the deposit must be paid on completion. This clause shall not merge on completion.

9. **COMPENSATION FOR DELAYED SETTLEMENT**

If the Purchaser(s) shall not complete this purchase by the completion date, without default by the Vendor(s), the Purchaser(s) shall pay to the Vendor(s) on completion, in addition to the balance purchase money, an amount calculated as ten per cent (10%) interest on the balance purchase money, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed. 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.

Special Conditions (cont.)

10. **SWIMMING POOLS**

Where a swimming pool is included in the sale, the Vendor(s) does not warrant that the said swimming pool complies with the requirements imposed by the Swimming Pools Act, 1992, and the regulations prescribed under that Act or pursuant to the regulations thereunder and the Purchaser(s) shall not be entitled to make any objections, requisition or claim for compensation or delay settlement in relation thereto. This clause shall not merge on completion.

11. **NON-COMPLIANCE**

So far as the Vendor(s) are aware there are no encroachments by or upon the subject property and there is no contravention of the Local Government Act or ordinances in respect of the position of the building and its eaves and guttering. If upon survey there shall be found any such encroachments or contravention to which the Purchaser(s) shall be entitled to object the Vendor(s) shall not be obliged to cure or remedy the same and notwithstanding the provision of Clauses 6 and 7 of the annexed Conditions of Sale the Vendor(s) shall not be obliged to make any compensation in respect thereof and in the event of the Purchaser(s) refusing to accept the premises subject to any such encroachment or contravention the Vendor(s) shall be entitled to rescind the contract upon returning to the Purchaser(s) the deposit hereunder and thereafter neither party shall be liable to the other for any matter arising hereunder.

12. **FINANCE**

The Purchaser(s) warrants that:-

(a) Finance has been obtained;
(b) The terms of such finance are reasonable for the Purchaser(s)' needs;
(c) Such finance is sufficient to allow the Purchaser(s) to complete this Contract.

The Purchaser(s) acknowledges that the intention of this Special Condition is to disentitle the Purchaser(s) from claiming any rights under Section 124(1) of the Consumer Credit Code.

13. **PURCHASER RELIES ON OWN ENQUIRIES**

(A) The Purchaser warrants that, in entering into this Contract, the Purchaser does not rely upon any warranty or representation in relation to the property, or to the neighbourhood in which the property is situated or any event which may or may not have taken place at the property, made by the Vendor or any person on behalf of the Vendor (including the Vendor's agent (if any) except as may be expressly set out in this Contract.

(B) The Purchaser warrants that the Purchaser has relied upon the Purchaser's own enquiries in relation to the property and the Purchaser accepts the property in its present state and condition (subject to fair wear and tear) as to which the Vendor makes no warranty whatsoever and the Purchaser will make no objection, requisition or claim for compensation nor rescind or terminate this contract with regard to the state and condition of the property.

Special Conditions (cont.)

(C) The Purchaser acknowledges that the Vendor has not authorised the Vendor's agent or any other person to make any representations or warranties in relation to:

(i) the property or to the neighbourhood in which the property is situated;
(ii) any event which may have occurred at the property;
(iii) any act to be performed by the Vendor;
(iv) the manner in which the Vendor will or will not enforce the Vendor's rights set out in this Contract; or
(v) any other matter or thing regarding the sale of the property;

in relation to which matters the Purchaser relies entirely on the Purchaser's own enquiries and the terms contained in this Contract.

14. **PERSONAL GUARANTEES**

If the Purchaser (and if comprising more than one person, any one or more of them) is a company, and in consideration of the Vendor entering into this contract with the Purchaser, it is an essential clause of this contract that the director of the Purchaser Company ("the Guarantor") guarantees to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and indemnify and must keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor, resulting or arising from any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any rescission or termination will not waive the obligation arising under this clause. This guarantee and indemnity is deed to constitute a principal obligation between the Guarantor and the Vendor.

Signed, sealed and delivered by the Guarantor in the presence of:

....
Signature of Witness Signature of Guarantor

.....
Print name and address

.....

15. **AMENDMENTS TO PRINTED PROVISIONS OF CONTRACT**

(A) Clause 1 is amended so that from the definition of "bank", the following words are deleted:

"a building society or credit union".

Special Conditions (cont.)

16. **ELECTRONIC TRANSACTIONS**

16.1 The parties agree that this Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

16.2 Execution by either (or both) parties to this Contract using Docusign or of an email copy of this Contract or email of a copy of the Contract executed by either (or both) parties shall constitute a valid and binding execution of this Contract by such parties.

16.3 For the purposes of the Electronic Transactions Act 1999 (Cth) and Electronic Transactions Act, 2000 (NSW) each of the parties consent to receiving and sending the Contract electronically and agree that they will be bound by, have complied with and will comply with the Electronic Transactions Act 2000 (NSW) and any terms and conditions of Docusign, in relation to the execution of this Contract.

16.4 For the purposes of this clause. Docusign means the signature software and platform located at www.docusign.com.

17. **REQUISITIONS ON TITLE**

The Purchaser agrees that the only form of Requisitions on Title the Purchaser may make pursuant to Clause 5 of the Contract shall be in the form of the Requisitions on Title annexed hereto which are deemed to have been served at the date of this Contract. Nothing in this Clause shall prevent the Purchaser from making any additional requisitions on title not dealt with in the Requisitions on Title annexed hereto.

18. **SEWER SERVICE DIAGRAM**

(a) The sewerage service location print and the sewerage service diagram ('diagrams') annexed to the Contract are the only documents available from Sydney Water 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.

Special Conditions (cont.)

19. **CHATTELS AND FURNISHINGS**

The Vendor does not warrant the condition and state of repair of all chattels and furnishings or items included in this Contract and the Purchaser shall accept the condition and state of repair of all chattels and furnishings and items as at the date of completion and shall not call upon the Vendor to repair or replace any of the chattels or furnishings or items included in the Contract and the Purchaser cannot make any *claim* or *requisition* or *rescind* or *terminate* the Contract in respect thereof.

20. **WALL BRACKETS/MOUNTS ETC**

Unless expressly noted as an inclusion on the front page of this Contract, any television wall bracket/wall mount or picture hook/s or any similar items fixed to the wall(s) of the property are excluded from the sale and the Vendor will not make good any holes in the wall following removal of such items. The Purchaser agrees that no objection shall be taken, requisition raised, compensation claimed nor any settlement delayed due to any matter arising from this Special Condition.

21. **ANTI-MONEY LAUNDERING**

The Purchaser acknowledges and agrees that the Vendor may be required to comply with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and all other relevant regulations and rules (AML Legislation) and the Purchaser:

(a) agrees to provide such information as is necessary for the Vendor to comply with any obligations pursuant to AML Legislation; and

(b) warrants that the entry by the Purchaser into this Contract and all things to be done by the Purchaser as a result of, or in order to complete, this Contract does not and will not contravene the AML Legislation.

The Purchaser indemnifies the Vendor in respect of any loss, damage, penalty, fine, or legal costs which may be incurred by the Vendor as a consequence of any breach of this clause or any breach by the Purchaser of any provision contained in the AML Legislation (including any loss by way of forfeiture of deposit, damages or otherwise suffered by the Vendor).

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 10/SP43119

SEARCH DATE	TIME	EDITION NO	DATE
14/8/2026	4:22 PM	7	1/9/2018

LAND

LOT 10 IN STRATA PLAN 43119
AT GYMEA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

RICHARD ANTHONY RACOMELARA
SARAH RACOMELARA
AS JOINT TENANTS (T AI334073)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP43119
2 SP43119 RESTRICTION(S) ON THE USE OF LAND
3 AI334074 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

260043:12193-26:EK... PRINTED ON 14/8/2026

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

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Received: 14/08/2026 16:22:18

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP43119

SEARCH DATE	TIME	EDITION NO	DATE
14/8/2026	4:22 PM	11	4/12/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 43119
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT GYMEA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 2 SP43119

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 43119
ADDRESS FOR SERVICE OF DOCUMENTS:
40 CHAPMAN STREET
GYMEA 2227

SECOND SCHEDULE (5 NOTIFICATIONS)

1	RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)	
2	A436560	LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
3	DP732626	EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
4	AN6189	INITIAL PERIOD EXPIRED
5	AU637922	CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 46)

STRATA PLAN 43119

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

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP43119 PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

260043:12193-26:EK... PRINTED ON 14/8/2026

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Received: 14/08/2026 16:22:19

FORM 1 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION *OFFICE USE ONLY

COUNCIL'S CERTIFICATE

The Council of the *~~City/Municipality~~/*Shire of SUTHERLAND having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed

* strata plan
* ~~strata plan of subdivision~~

illustrated herein.

*~~Council does not object to the encroachment of the building beyond the alignment of~~ _____.

*~~This approval is given on the condition that lot(s)~~ _____

is/~~are subject to the restriction on user referred to in section 39 of the Strata Titles Act, 1973.~~

Date 17. 12. 92

Subdivision No. STA. 111/92

Dep *Council Clerk

*Complete, or delete if inapplicable.

COUNCIL FILE NO. DC 129/38/46

SURVEYOR'S CERTIFICATE

I, DAVID WILLIAM ENGLAND

of C/- McKEON & ENGLAND 54 ALEXANDER ST, CROWS NEST

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

(1) any wall, the inner surface or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists;

(2) any floor or ceiling, the upper or under surface or any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan, exists;

(3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists;

(4) any building containing proposed lots erected on the land shown on the accompanying location plan and each proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel *~~subject to subparagraphs (a) and (b)~~–

*(a) except to the extent that the building encroaches on a public place;

*(b) eaves and guttering of the building encroach on land other than a public place, in respect of which eaves and guttering an appropriate easement has been ~~created by registered~~ †

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

Signature David W. England.

Date 17·4·1990

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

This is sheet 1 of my Plan in NINE sheets.

PLAN OF SUBDIVISION OF LOT 915, D.P. 732626 (E)

~~Mun~~/Shire : SUTHERLAND

~~City~~ :

Locality : GYMEA

Parish : SUTHERLAND

County : CUMBERLAND

Reduction Ratio 1: 400

Lengths are in metres (m)

STRATA PLAN 43119

Registered : AB 29·1·1993

C.A. : Nº 111/92 OF 17·12·1992

Purpose : STRATA PLAN

Ref. Map : U0030 - 92

Last Plan : D.P. 732626

Name of, and *address for service of notices on, the body corporate
*Address required on original strata plan only.

THE PROPRIETORS, STRATA PLAN 43112
40 CHAPMAN STREET
GYMEA 2227.

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

IT IS INTENDED TO CREATE PURSUANT TO 88B OF THE CONVEYANCING ACT 1919 & SEC. 7(3) OF THE STRATA TITLES ACT 1973.

1. RESTRICTION AS TO USER

AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY THE COUNCIL CLERK.

277

DIRECTOR:

MANAGER:

SEE SHEET 2 FOR LOCALITY PLAN

10 20 30 40 50 60 Table of mm 100 110 120 130 140 150 160

SITE Nº 10498 INSTN. Nº 22584 SURVEYOR'S REFERENCE: 776

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

N 9 0 6 4 0 Y

Req:R658331 /Doc:SP 0043119 P /Rev:09-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-Aug-2026 16:23 /Seq:1 of 9
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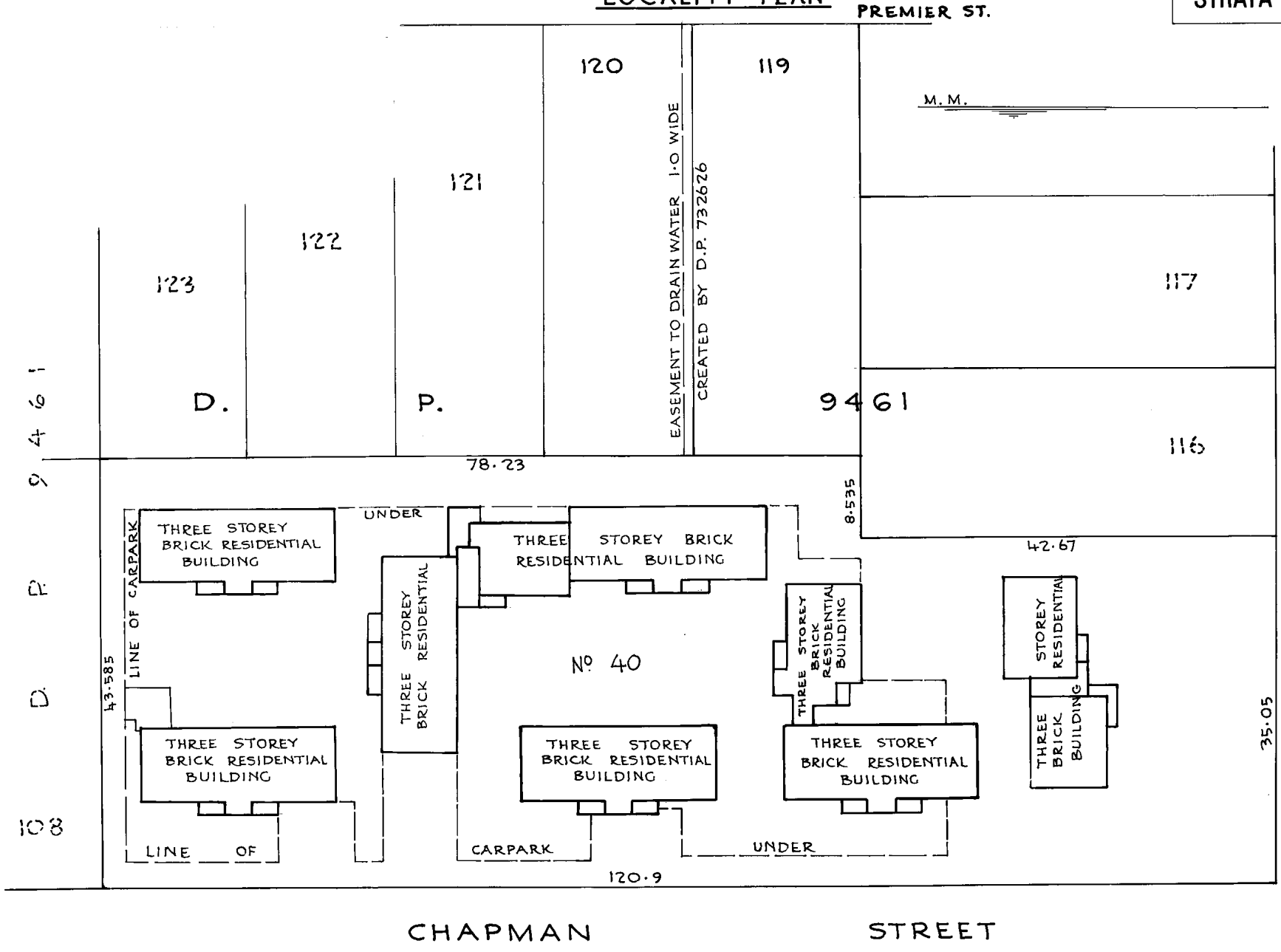
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN 43119

LOCALITY PLAN



Reduction Ratio 1: 400

Lengths are in metres

David W. Eagleson
Registered Surveyor

STA. 111/92

Dep. Council Clerk

SURVEYOR'S REFERENCE: 776

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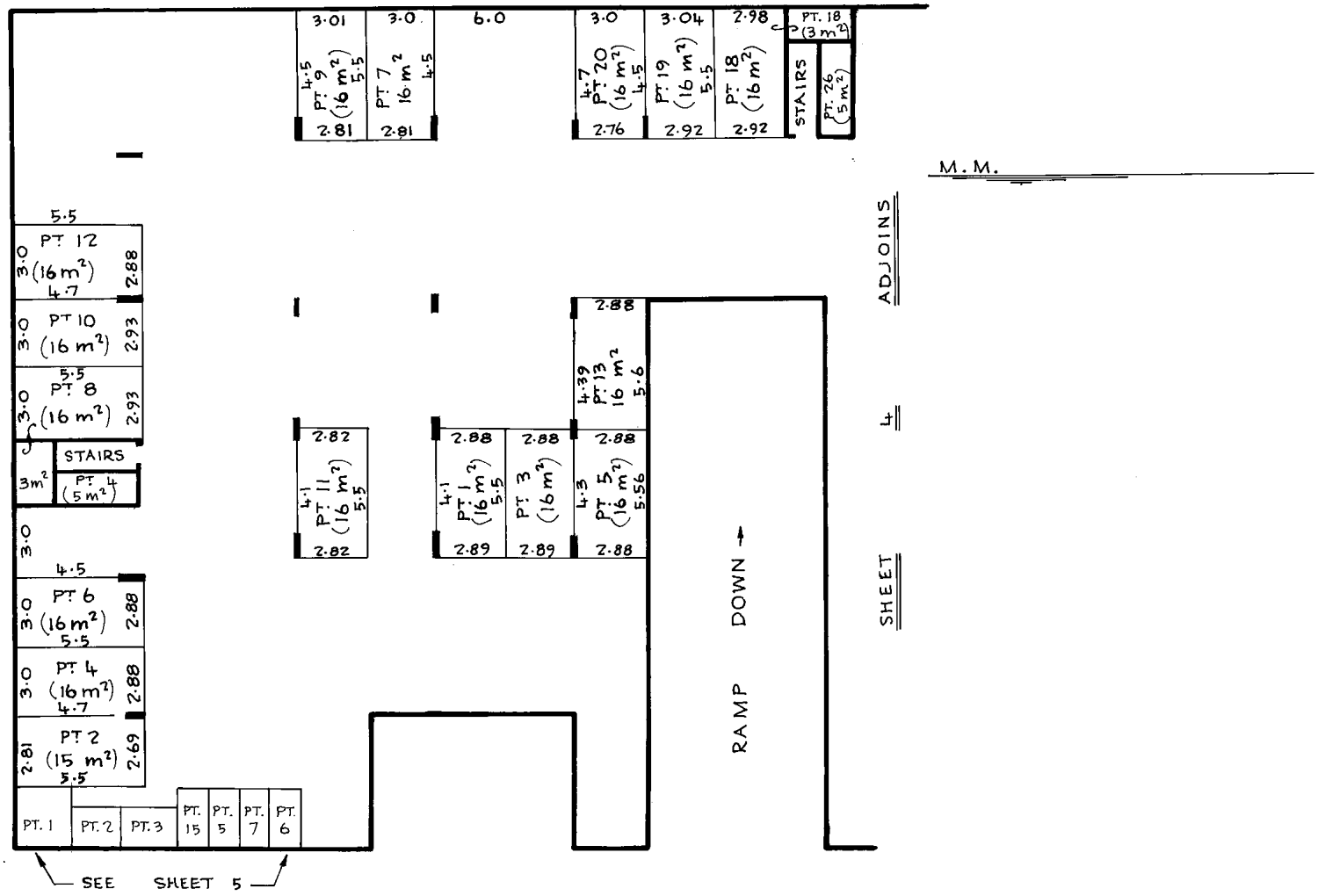
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 9 Sheets

STRATA PLAN 43119

LEVEL 1 (PT)



Reduction Ratio 1: 200

Lengths are in metres

Dena W. England
Registered Surveyor

STA.111/92
Council Clerk

SURVEYOR'S REFERENCE: 776

*OFFICE USE ONLY

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Req:R658331 /Doc:SP 0043119 P /Rev:09-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-Aug-2026 16:23 /Seq:4 of 9
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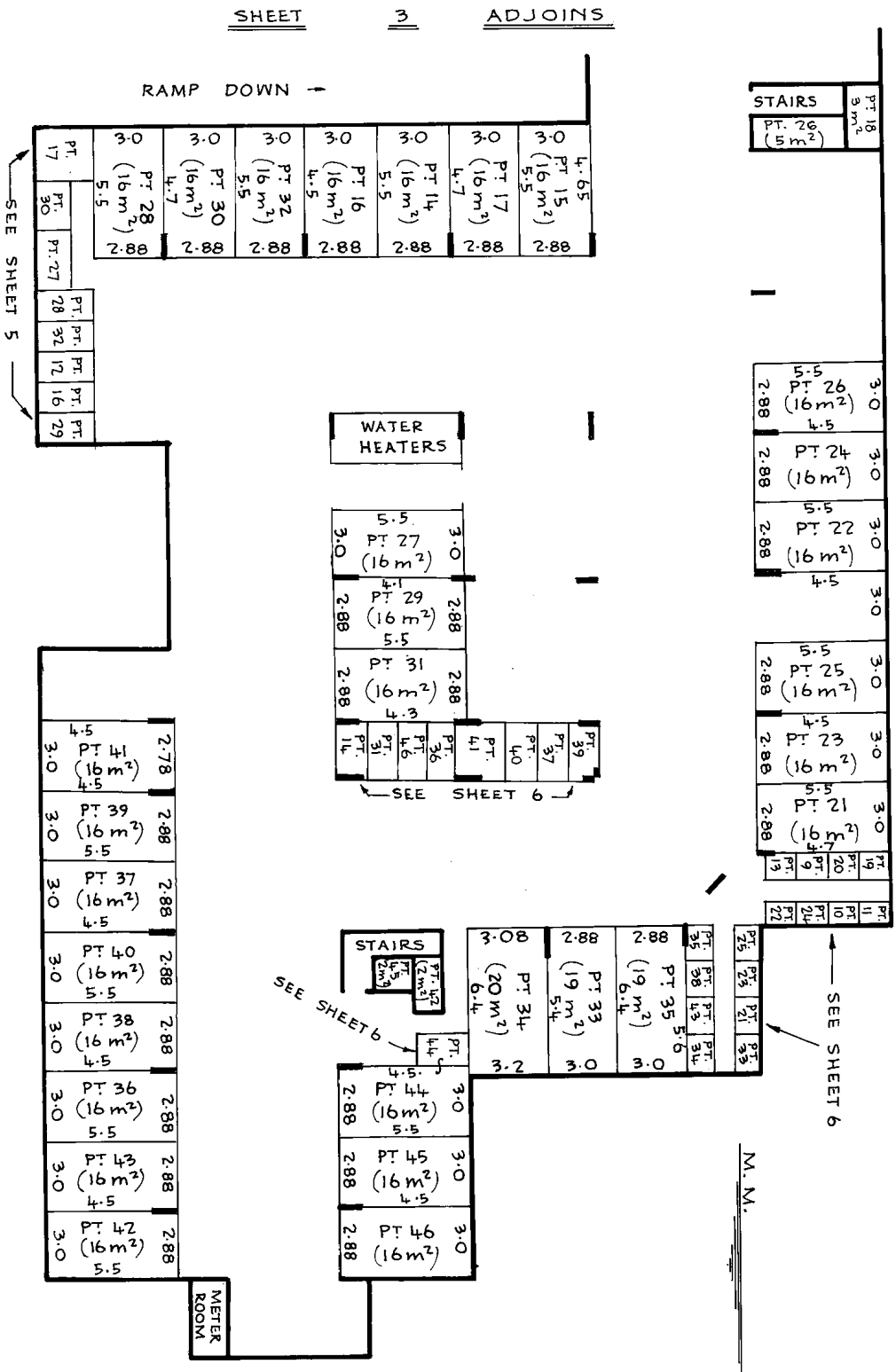
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN 43119

LEVEL 1 (PT.)



Reduction Ratio 1: 200

Lengths are in metres

SURVEYOR'S REFERENCE: 776

Registered Surveyor

8TA 11/92

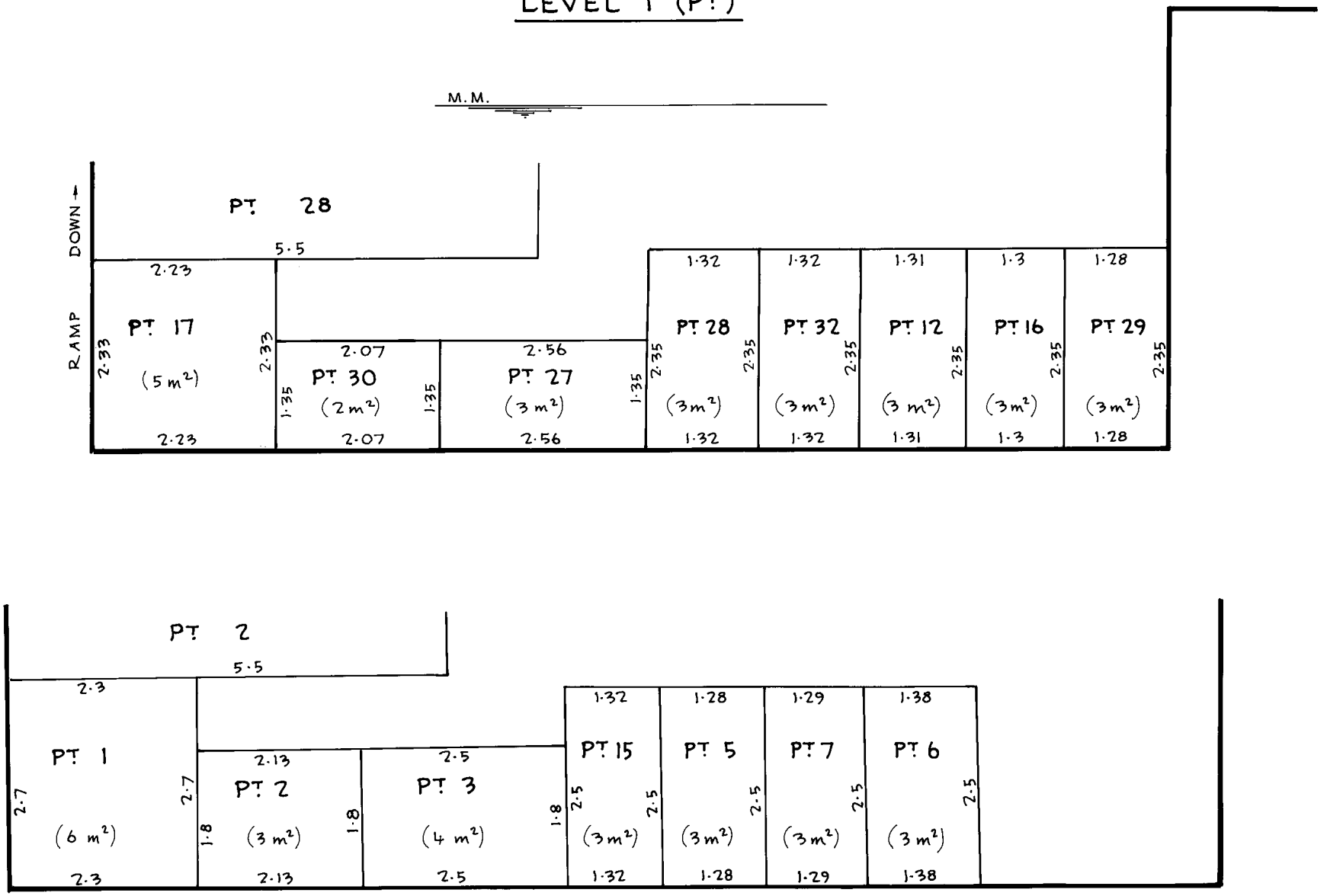
Council Clerk

*OFFICE USE ONLY

STRATA PLAN 43119

*OFFICE USE ONLY

LEVEL 1 (PT)



Reduction Ratio 1: 50

Lengths are in metres

Denis W. England.
Registered Surveyor

STA·111/92
Council Clerk

SURVEYOR'S REFERENCE: 776

Req:R658331 /Doc:SP 0043119 P /Rev:09-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-Aug-2026 16:23 /Seq:5 of 9
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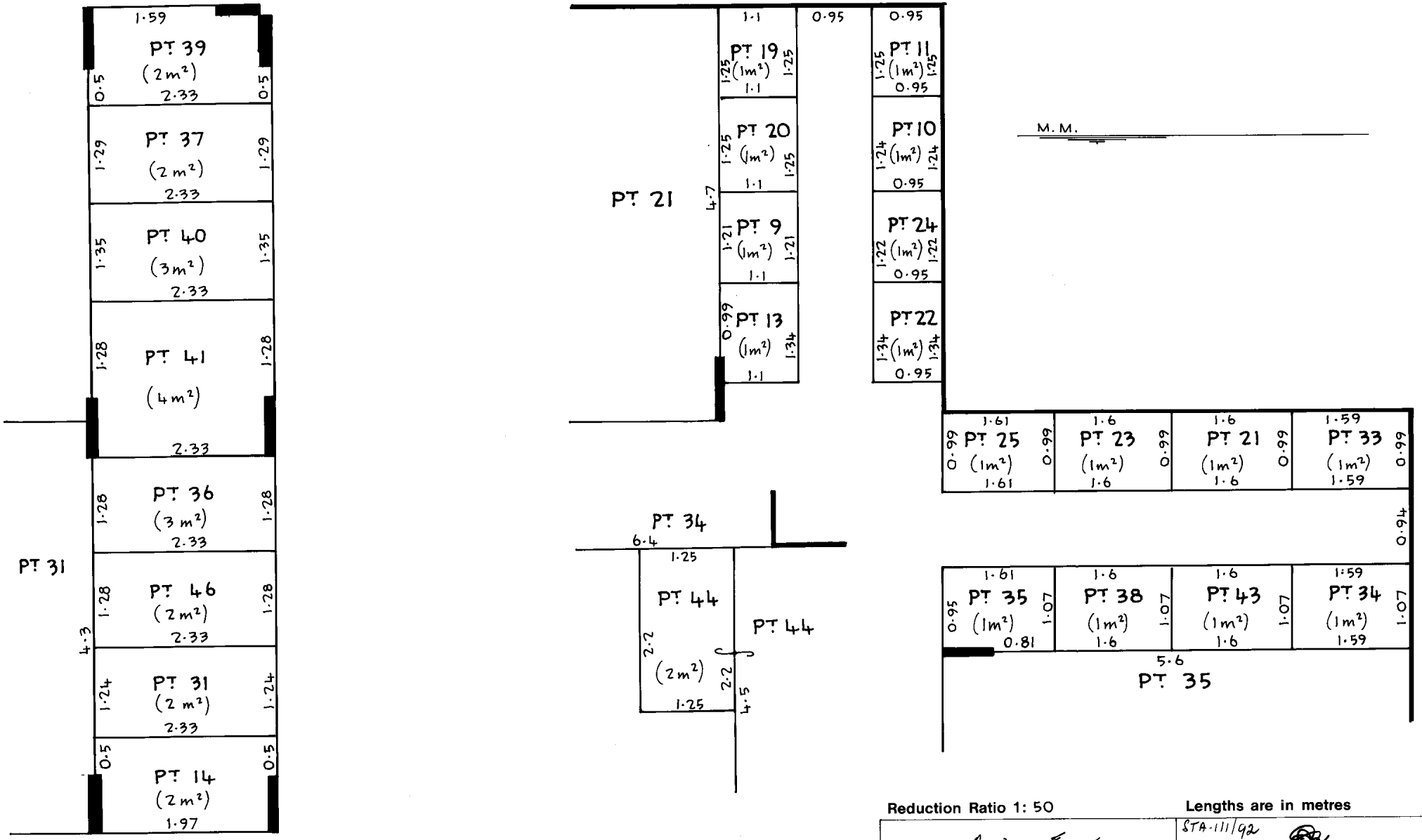
STRATA PLAN 43119

*OFFICE USE ONLY

LEVEL 1 (PT)



Reduction Ratio 1: 50

Lengths are in metres

David W. England
Registered Surveyor

STA-111/92

Dep. Council Clerk

SURVEYOR'S REFERENCE: 776

Req:R658331 /Doc:SP 0043119 P /Rev:09-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-Aug-2026 16:23 /Seq:6 of 9
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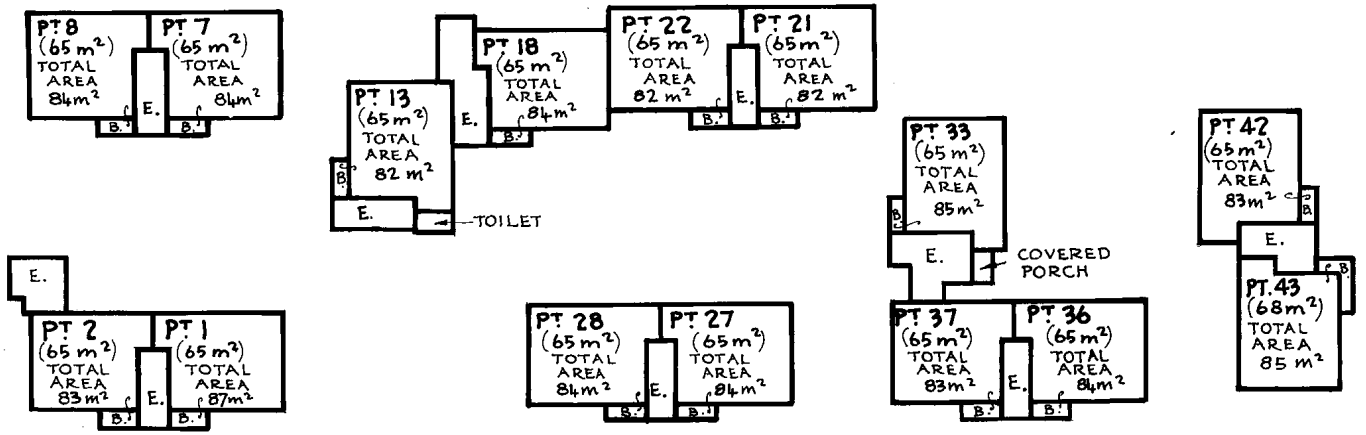
STRATA PLAN 43119

LEVEL 2

M. M.



E. DENOTES ENTRY
B. DENOTES COVERED BALCONY

SCHEDULE OF UNIT ENTITLEMENTS

LOT Nº	UNIT ENTITLEMENT
1	1
2	1
3	1
4	1
5	1
6	1
7	1
8	1
9	1
10	1
11	1
12	1
13	1
14	1
15	1
16	1
17	1
18	1
19	1
20	1
21	1
22	1
23	1
24	1
25	1
26	1
27	1
28	1
29	1
30	1
31	1
32	1
33	1
34	1
35	1
36	1
37	1
38	1
39	1
40	1
41	1
42	1
43	1
44	1
45	1
46	1
AGGTE.	46

*OFFICE USE ONLY

Reduction Ratio 1:400 Lengths are in metres

David W. England
Registered Surveyor

STA. 111/92
Council Clerk

SURVEYOR'S REFERENCE: 776

Req:R658331 /Doc:SP 0043119 P /Rev:09-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-Aug-2026 16:23 /Seq:7 of 9
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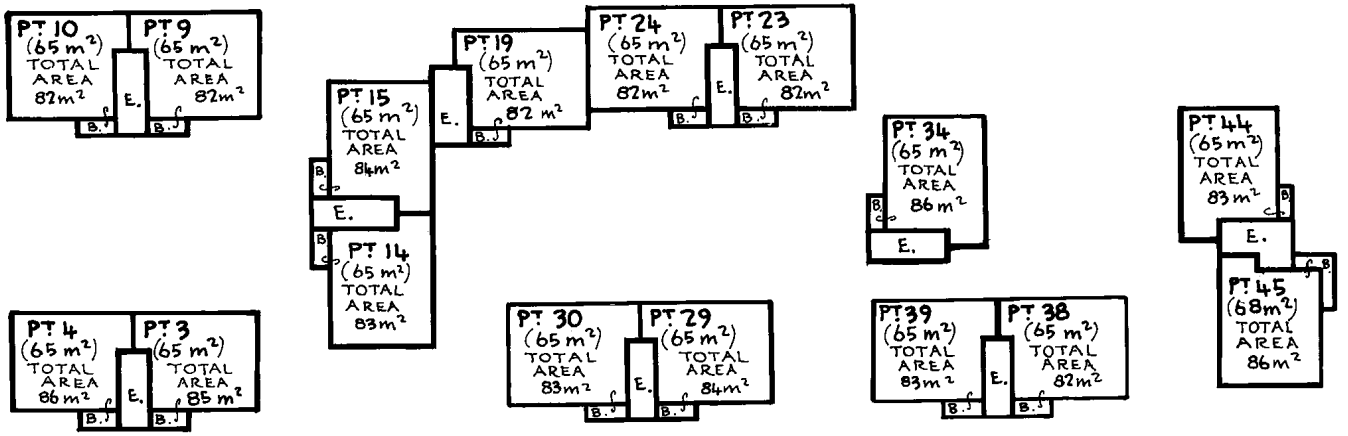
STRATA PLAN 43119

*OFFICE USE ONLY

LEVEL 3

M.M.



E. DENOTES ENTRY
B. DENOTES COVERED BALCONY

Reduction Ratio 1: 400

Lengths are in metres

Dena W. England.
Registered Surveyor

STA. 111/92
Dep. Council Clerk

SURVEYOR'S REFERENCE: 776

Req:R658331 /Doc:SP 0043119 P /Rev:09-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-Aug-2026 16:23 /Seq:8 of 9
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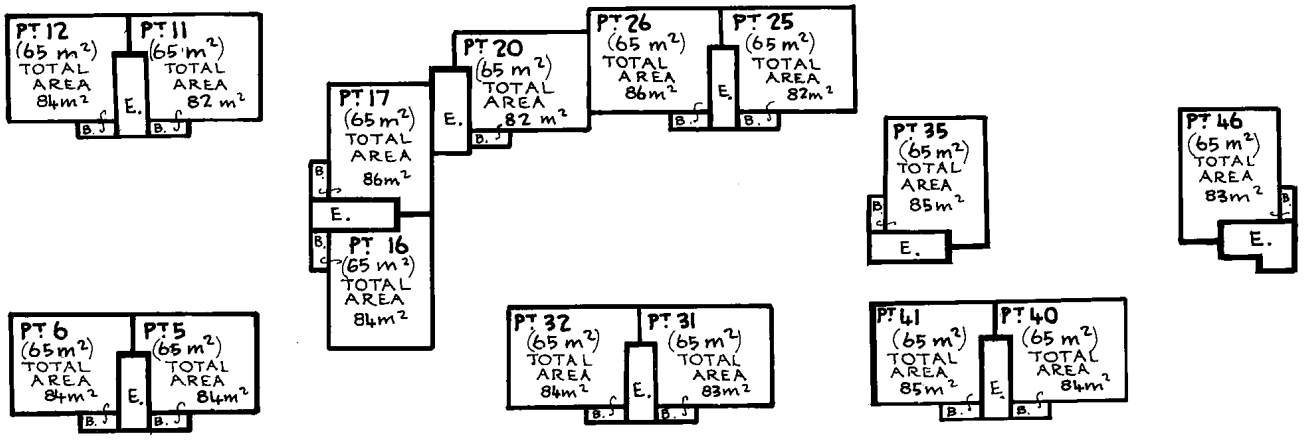
STRATA PLAN 43119

LEVEL 4

M. M.



E. DENOTES ENTRY
B. DENOTES COVERED BALCONY

Reduction Ratio 1: 400 **Lengths are in metres**

David W. England
Registered Surveyor

STA. 111/92
Dgo. Council Clerk

SURVEYOR'S REFERENCE: 776

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Req:R658335 /Doc:SP 0043119 B /Rev:12-Jun-2018 /NSW LRS /Pgs:ALL /Prt:14-Aug-2026 16:24 /Seq:1 of 1
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INSTRUMENT SETTING OUT TERMS OF RESTRICTION AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919, AND SECTION 7(3) OF THE STRATA TITLES ACT, 1973

Lengths are in metres. (Sheet 1 of 1 sheet)

PART 1

Plan: SP43119 (E)	Strata Plan of Lot 915 in Deposited Plan 732626 covered by Council Clerk's Certificate No. STA. 111/92
Name and address of proprietor of the land:	Rental Housing Custodians Limited (ACN 003 284 437) of 23-25 O'Connell Street, Sydney
Identity and easement	Restriction as to user

SCHEDULE OF LOTS ETC. AFFECTED

LOTS BURDENED	AUTHORITY BENEFITED
Lots 1 to 46 inclusive	The Council of the Shire of Sutherland

PART 2

TERMS OF RESTRICTION AS TO USER FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN

No action, suit or legal claim shall be brought against the Council of the Shire of Sutherland for it approving the lot hereby burdened with a garage having a partial clearance height of less than 2.2 metres.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION AS TO USER ABOVE REFERRED TO:

THE COUNCIL OF THE SHIRE OF SUTHERLAND

THE COMMON SEAL of RENTAL HOUSING CUSTODIANS LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

Common Seal RENTAL HOUSING CUSTODIANS LIMITED A.C.N. 003 284 437

276

....

Director Manager

Approved by Sutherland Shire Council .....

Dep. Shire Clerk

REGISTERED AB 29.1.1993

Req:R658330 /Doc:DL A436560 /Rev:28-May-2009 /NSW LRS /Pgs:ALL /Prt:14-Aug-2026 16:23 /Seq:1 of 4
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A436560A

NEW SOUTH WALES TEN POUNDS TEN SHILLINGS STAMP DUTY

N.S.W. DEPARTMENT OF STAMP DUTIES 14 JAN 19 G

New South Wales.

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900).

A436560

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 Two thousand and forty three pounds ten shillings and ten pence paid by Ralph Liddle Houston of Strathfield near Sydney Solicitor 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 Ralph Liddle Houston 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 Second May 1907 and part also of the land in Certificate of Title Reg^d Vol. 2458 Folio 215 Registered Vol. 1776 fol. 27 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number 10754 from the Holt Sutherland Estate Company Limited to James William Boydell Thomas Francis Alexander Boydell ~~And~~ Charles Broughton Boydell and Frank Walsh doth also transfer to the said Ralph Liddle Houston 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. 10754 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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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 Ralph Liddle Houston may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No 109854 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 eighth day of January 1919.

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 eighth day of January 1919 and such Directors thereupon signed this Transfer in the presence of—

Wm Malone
Secretary

Wm L Jackson
E P Simpson
Directors

Accepted and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

SIGNED in my presence by the said Ralph Liddle Houston who is is personally known to me—

Ralph L Houston

Centwleck
Clerk to Houston & Co
Solrs Sydney

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PERPETUAL TRUSTEE COMPANY LTD.,

33 to 39 HUNTER STREET, SYDNEY.



No. 139 13th January 1919

Received from Messrs J.W. T.F.A. & C.B. Boydell & F. Walsh the sum of Two thousand & forty three pounds ten shillings & 10d 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. 107854

from the HOLT SUTHERLAND ESTATE CO. LTD. to the said Lessees as above

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

E F Clarke pro Accountant.

£2043—10—10 [signature] Cashier.

Turner & Henderson Ltd., Sydney

Req:R658330 /Doc:DL A436560 /Rev:28-May-2009 /NSW LRS /Pgs:ALL /Prt:14-Aug-2026 16:23 /Seq:4 of 4
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Several Lots on D.P. 1660
(Lots 1+2+14 to 25 incl. Sec. 19 & Lots 1 to 30 incl. Sec. 20)
Shire of Sutherland
ph of Sutherland
(Reserving Minerals &c)

Lodged by

~~MINTER, SIMPSON & CO.~~

SYDNEY.

HOUSTON & CO. Solicitors O'Connell St. SYDNEY

A 436560

THE HOLT-SUTHERLAND-COMPANY LIMITED
Transferror.

Ralph Liddle Houston
Transferee.

Particulars entered in the Register Book, Vol. 1776
Folio 27 Vol 2458 Folio 215 &
lease No 50990

CHECK SLIP.

the 17th day of February, 1919,
at ~~minutes~~ 10 o'clock
in the fore noon.

Registrar General.

REGISTRAR GENERAL

DOCUMENTS ... ERE...

Nature.	No.	Prop.
Lease	107854	

3.2.19 MB (2 pm).

12.15	DATE.	INITIALS.
SENT TO SURVEY BRANCH	28.1.19	
RECEIVED FROM RECORDS	do	JWB
DRAFT WRITTEN	4.2.19	
DRAFT EXAMINED		
DIAGRAM COMPLETE	8/2/19	
DIAGRAM EXAMINED		10/2/19
DRAFT FORWARDED	11.2.19	
... TO RECORD. REQUISITN.		
REGISTR.		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
SUPT. OF ENGROSSERS	18/2/19	
DEP. REGISTRAR GENERAL		

VOL. 2913 FOL. 85

31/1/19 ...

2 fols. 4/21
2 diags

PLAN FORM 2 — Plan Drawing only to appear in this space — *OFFICE USE ONLY

Signatures and seals only.

SIGNED BY THE COMMISSIONER FOR MAIN ROADS BY HIS ATTORNEY TIIU MAE, SUPERVISING LEGAL OFFICER, WHO STATES THAT AT THE TIME OF EXECUTING THIS INSTRUMENT SHE HELD THE OFFICE ABOVEMENTIONED AND HAD NO NOTICE OF REVOCATION OF THE POWER OF ATTORNEY Nº 614 BOOK 3582 UNDER THE AUTHORITY OF WHICH SHE HAS EXECUTED THIS INSTRUMENT.

Tiiu Mae

Council Clerk's Certificate

I hereby certify that —

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

~~(b) the requirements of section 340 of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, Hunter District Water, Sewerage, and Drainage Act, 1938, as amended.~~

have been complied with by the applicant in relation to the proposed CONSOLIDATE 0 LOT (Insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. 18186

Date 19-3-86

(Signature) Dep. Council Clerk

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.

†Delete if inapplicable. Councils File - DC129/38/46

Ⓐ - EASEMENT TO DRAIN WATER 1 WIDE.

MANCHESTER ROAD

MANCHESTER RD.

SOUTH AVENUE

PREMIER ST.

CHAPMAN STREET

PRESIDENT AVENUE

4905m²

915

DP 732626

Registered: 21-5-1986

C.A.: Nº 18/86 of 19.3.1986

Title System: TORRENS

Purpose: CONSOLIDATION

Ref. Map: U0030-92#

Last Plan: DP 9461

PLAN OF CONSOLIDATION OF LOTS 109-115, D.P. 9461 & EASEMENT TO DRAIN WATER WITHIN LOT 120, D.P. 9461.

Reduction Ratio 1:800
Lengths are in metres.

~~Muni~~/Shire ~~City~~: SUTHERLAND

Locality: GYMEA

Parish: SUTHERLAND

County: CUMBERLAND

This is sheet 1 of my plan in sheets. (Delete if inapplicable)

I, ROBERT GORDON HARRISON of HARRISON, FRIEDMANN & ASSOC. PTY. LTD. of P.O. BOX 99 JANNALI N.S.W. 2226 a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made *(1) by me ~~(2) under my immediate supervision~~ in accordance with the Survey Practice Regulations, 1933, and was completed on † 31.1.86

Signature

Surveyor registered under Surveyors Act, 1929, as amended. Datum Line of Azimuth: 'A' - 'B'

*Strike out either (1) or (2). †Insert date of survey.

Panel for use only for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT, 1919 & AS SHOWN IN THE ACCOMPANYING INSTRUMENT SIGNED BY THE COUNCIL CLERK IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 1 WIDE.

Table of mm

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE 4549 CHAPMAN

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INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919.

LENGTHS ARE IN METRES

PLAN DP732626

PLAN OF CONSOLIDATION OF LOTS 109-115, D.P. 9461 & EASEMENT TO DRAIN WATER WITHIN LOT 120, D.P. 9461 AS COVERED BY COUNCIL CLERK'S CERTIFICATE NO. 18/86 OF 1986.

FULL NAMES AND ADDRESS OF PROPRIETOR OF LAND

AS TO LOT 120 — COMMISSIONER FOR MAIN ROADS 309 CASTLEREAGH STREET SYDNEY

AS TO LOT 915 — WILLIAM KENNEDY HOLDINGS PTY LIMITED 74 ROCKY POINT ROAD KOGARAH

1. IDENTITY AND EASEMENT REFERRED TO IN ABOVE-MENTIONED PLAN. — EASEMENT TO DRAIN WATER 1 WIDE

SCHEDULE OF LOTS AFFECTED.

LOTS BURDENED	LOTS BENEFITED
LOT 120 in DP 9461 being Volume 3926 Folio 147 (Whole)	LOT 915

THE COMMON SEAL OF WILLIAM KENNEDY HOLDINGS PTY LIMITED was hereto duly affixed in the presence of:

WILLIAM KENNEDY HOLDINGS PTY. LIMITED Common Seal

DIRECTOR

S. Kennedy
SECRETARY

SIGNED SEALED AND DELIVERED by THE COMMISSIONER FOR MAIN ROADS by DILL MAE

its duly constituted Attorney in the presence of:

CHRISTOPHER M. G. CLARK
SOLICITOR
SYDNEY

THE COMMISSIONER FOR MAIN ROADS by his Attorney
Dill Mae
who states that at the time of executing this instrument he held the office abovementioned and had no notice of the revocation of the Power of Attorney No. 614 Book 3502 under the authority of which he has executed this instrument.

Dill Mae.

Approved by the Council of the Shire of Sutherland

Dep Shire Clerk

DP 732626 21-5-1986

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Form: 15CH
Release: 2·1

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

AN6189R

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/SP43119

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
659M	SCOTT ASHWOOD PTY LIMITED A.C.N. 002 869 409 LEGAL SEARCHERS GPO BOX 4103 SYDNEY 2001 Ph: 9099-7400 Fax: 9232-7141 DX 967 SYDNEY Reference: 02885675 LLPN: 123482P	CH

(C) The Owners-Strata Plan No. 43119 certify that a special resolution was passed on 22/8/2017

(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 6,7
Amended by-law No. NOT APPLICABLE
as fully set out below:
See 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. 43119 was affixed on 8/12/17 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: J. M Grath
Name: Joel McGrath
Authority: Strata Manager

Signature:
Name:
Authority:

THE OWNERS - STRATA PLAN NO. 43119 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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ANNEXURE A

MINOR RENOVATIONS TO INTERNAL LOTS

SPECIAL BY-LAW 6

Minor Renovations

a. The Owners Corporation grants authority to the Strata Committee to consider & approve any minor renovations as described in Section 110 of the Strata Schemes Management Act 2015.

b. Minor renovations are works as described in Section 110 of the Strata Schemes Management Act 2015 and Regulation 28 of the Strata Schemes Management Regulation 2016.

c. The applicant lot owner must comply with Section 110 of the Strata Schemes Management Act 2015 in its entirety.

SCHEDULE

Lot Benefited: All Lots subject to written applications

THE OWNERS - STRATA PLAN No. 43119
Common Seal

J. M Gatt

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Special By-Law No. 7 – Bathroom Renovations

1. Introduction

This by-law gives you the right to renovate your bathroom on certain conditions.

2. Definitions

In this by-law:

"**bathroom renovations**" means the alterations and additions to a lot and the adjacent common property involved in renovating a bathroom in a lot including:

- replacement of tiles and waterproofing on the floor and walls of the bathroom,
- replacement of fixtures and fittings in the bathroom including the vanity, toilet, bath tub, shower and sink,
- reconfiguring non-load bearing walls in the bathroom,
- reconfiguring existing or installing new plumbing to service the fixtures and fittings in the bathroom,

but does not include work involving structural alterations,

"**lot**" means any lot in the strata scheme,

"**you**" means an owner for the time being of a lot (being the current owner and all successors).

3. Bathroom Renovations

You may carry out bathroom renovations to the bathroom in your lot on the conditions of this by-law.

4. The Conditions

4.1. Before the Bathroom Renovations

(a) Prior Notice

At least seven (7) days before commencing the bathroom renovations, you must give the owners corporation a notice in writing advising of the anticipated commencement date and duration of the bathroom renovations and containing a brief written description of the bathroom renovations.

(b) Planning Approvals

Before commencing the bathroom renovations you must, if required by law, obtain a complying development certificate or development consent for the bathroom renovations under the *Environmental Planning and Assessment Act 1979* and give the owners corporation a complete copy of the consent or certificate.

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(c) Insurance Certificates

Before commencing the bathroom renovations, you must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the bathroom renovations which must include evidence of public liability cover of not less than $10,000,000.00 in respect of any claim and note the interests of the owners corporation and a certificate of insurance for any Home Building Compensation Fund insurance required for the bathroom renovations under the *Home Building Act 1989.*

4.2. During the Bathroom Renovations

(a) Quality of the Bathroom Renovations

You must ensure that the bathroom renovations are carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) Licensed Contractors

You must ensure that all contractors engaged on the bathroom renovations are appropriately qualified and licensed under the *Home Building Act 1989.*

(c) Building Code of Australia

You must ensure that the bathroom renovations (including any waterproofing) are carried out and completed in accordance with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

(d) Time for Completion of the Bathroom Renovations

You must ensure that the bathroom renovations are done with due diligence and are completed within a reasonable time from the date of commencement.

(e) Work Hours

You must ensure that the bathroom renovations are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am – 5.00pm on Monday – Friday and 9.00am – 1.00pm on Saturdays (excluding public holidays).

(f) Noise and Disturbance

You must ensure that minimum disturbance is caused to the common property during the bathroom renovations and that the bathroom renovations do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

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(g) Location of the Bathroom Renovations

You must ensure that the bathroom renovations are installed entirely on your lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

(h) Transportation of Construction Equipment

You must ensure that all construction materials and equipment associated with the bathroom renovations are transported in accordance with any manner reasonably directed by the owners corporation.

(i) Debris

You must ensure that any debris associated with the bathroom renovations is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

(j) Protection of Building

You must protect the common property that is affected by the bathroom renovations from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to your lot, is protected from damage when construction materials, equipment and debris are transported over it.

(k) Daily Cleaning

You must clean any part of the common property affected by the bathroom renovations on a daily basis and keep all of that common property clean, neat and tidy during the bathroom renovations.

(l) Storage of Building Materials on Common Areas

You must make sure that no building materials associated with the bathroom renovations are stored on the common property.

(m) Times for Operation of Noisy Equipment

You must ensure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

(n) Cost of the Bathroom Renovations

You must pay all costs associated with the bathroom renovations.

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4.3. After the Bathroom Renovations

(a) Completion Notice

As soon as practicable after completion of the bathroom renovations, you must notify the owners corporation in writing that the bathroom renovations have been completed.

(b) Waterproofing Certificate

As soon as practicable after completion of the bathroom renovations, you must obtain and give the owners corporation a certificate from the contractor responsible for installing any waterproofing membrane during the bathroom renovations advising of the the warranty for the waterproofing and certifying that the waterproofing has been installed in accordance with, and complies with, the Building Code of Australia and any applicable Australian Standard.

(c) Restoration of Common Property

As soon as practicable after completion of the bathroom renovations, you must restore all other parts of the common property affected by the bathroom renovations as nearly as possible to the state they were in immediately before the bathroom renovations.

4.4. Enduring Obligations

(a) Maintenance of the Bathroom Renovations

You must, at your cost, properly maintain your bathroom renovations and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the bathroom renovations.

(b) Maintenance of the Common Property

You must, at your cost, properly maintain the common property occupied by your bathroom renovations and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

(c) Repair of Damage

You must, at your cost, make good any damage to the common property or another lot caused as a result of the bathroom renovations no matter when such damage may become evident.

(d) Appearance of the Bathroom Renovations

You must ensure that your bathroom renovations have an appearance which is in keeping with the appearance of the rest of the building.

(e) Connection of Utilities

In the event that electricity, water or any other service is connected to your bathroom renovations and the existing service to your lot is separately metered and charged to

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your account then you must ensure that the new service is installed so as to also be separately metered and charged to your account.

(f) Indemnity

You will indemnify and keep 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 your bathroom renovations, the altered state, condition or use of the common property arising from your bathroom renovations or any breach of this by-law.

(g) Compliance with all Laws

You must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to your bathroom renovations.

5. Breach of this By-Law

(a) If you breach 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:

(i) rectify that breach,

(ii) enter on any part of the strata scheme including your lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying that breach, and

(iii) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

(b) 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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ANNEXURE B

Current By-Laws on Title CP/SP43119

1. **Attention is directed to by-laws set out in Schedule 2 Strata Schemes Management Regulation 2016**

2. **Special resolution passed 20 November 2009**
   Added special by-law 1

3. **Special Resolution passed 16 August 2011**
   Added special by-law 2

4. **Special Resolution passed 06 August 2012**
   Added special by-law 3

5. **Special Resolution passed 11 August 2015**
   Added special by-law 4, 5

6. **Special Resolution passed 22 August 2017**
   Added special by-law 6, 7

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Strata Schemes Management Regulations Schedule 2 – By-laws for pre-1996 strata scheme

1 Noise

An owner or occupier of a lot must not create any noise on the parcel 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.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

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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 without the approval in writing of the owners corporation.
Note : This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015* .

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

(3) This by-law does not prevent an owner or person authorised by an owner from installing:
(a) any locking or other safety device for protection of the owner's lot against intruders, or

(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.

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

(5) Despite section 106 of the *Strata Schemes Management Act 2015* , the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

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.

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8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

10 Drying of laundry items

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

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the approval in writing 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.

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13 Moving furniture and other objects on or through common property

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 strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

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

An owner or occupier of a lot:

(a) must maintain 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 adequately covered a receptacle for garbage, and

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

(c) for the purpose of having the garbage collected, must place the receptacle 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 is normally collected, and

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

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(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 collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of animals

(1) Subject to section 157 of the *Strata Schemes Management Act 2015* , an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

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

17 Appearance of lot

(1) The owner or occupier of a lot must not, without the written consent 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 Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

19 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).

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Special By-law No. 1 – Insulation Installation

1. Definitions

1.1 In this by-law:

"Lots" means lots 6, 5, 11, 12, 16, 17, 20, 25, 26, 31, 32, 35, 40, 41, 46 in strata plan no. 43119

"Owner" means any one of the owners.

"Owners" means the owners of the lots for the time being.

"Ceiling Insulation" means material designed for thermal insulation above the ceiling of residential premises which meets the insulation product standard – AS/NZ 4859.1:2000 amendment (Amendment 1, Dec 2006) "Materials for the Thermal Insulation of Buildings" (as per codemark, conformance mark, label from packaging).

"Installer" means the owner or employee of a registered business operating in the installation of thermal insulation.

"Installation Standard" means the Australian Insulation installation standard, AS 3999-1992 "Thermal insulation of dwellings – bulk installations – installation requirements" but substituting clause 4.2 (e) and figure 4.5 of that document, with clause 4.5.2.3 and figure 4.7 of the AS/NZS 3000:2007 wiring rules as minimum clearance distances from recessed luminaries, including down lights.

"Works" means the installation of ceiling insulation in accordance with this by law.

1.2 In this by-law unless the context otherwise requires, a word which denotes:

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

(b) Any gender includes the other gender;

(c) Any terms in this by-law have the same meaning as that which may be defined for that term in the *Strata Schemes Management Act 1996*; and

(d) Reference to the legislation includes reference to amending and replacement legislation.

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 will prevail to the extent of that inconsistency.

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2. Special Privileges and Exclusive Use Rights

(a) Each owner will have a special privilege in respect of the common property directly above the ceiling and internal walls of the lot owned by that owner for the purpose of installing ceiling insulation; and

(b) Exclusive use and enjoyment of the common property that is occupied by the ceiling insulation, upon and subject to the conditions set out in this by law.

3. The Conditions

3.1 Before the ceiling installation

(a) Before commencing the ceiling installation works the owner must give the owners corporation copies of certificates which demonstrate the principal contractor who will carry out the installation works holds a current policy of public liability insurance which covers the interests of the owners corporation and workers compensation insurance together with a safe work methods statement for the insulation installation prepared by that contractor.

(b) The works will be conducted entirely at the expense of the owner entitled to conduct the work.

3.2 During the ceiling installation

Quality of Works

(a) The works must be carried out in a proper and workmanlike manner and in accordance with the installation standard utilising only first quality ceiling insulation materials which are good and suitable for the purpose for which they are used.

Noise and Disturbance

(b) The owner must ensure that minimum disturbance is caused to the common property during the conduct of the works and that the works does not create any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

Protection of Building

(c) The owner must protect the common property that is affected by the works from damage and debris and ensure that any such common property, especially floors, walls and ceilings leading to the lot, is protected by covers and mats when construction materials, equipment and debris are transported over it.

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Daily Cleaning

(d) The owner must clean any part of the common property affected by the works and keep all of that common property clean, neat and tidy while the works are being conducted.

Time for the works

(e) The owner must ensure that the works are carried out only between the hours of 8.00am to 5.00pm on Monday to Friday.

Complies to all Laws

(f) The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

3.3 **After the installation**

Maintenance of the ceiling insulation

(a) The owner must, at the owner's expense, properly maintain the ceiling insulation and keep it in a state of good and serviceable repair.

Restoration of common property

(b) Immediately upon completion of the works the owner must restore all other parts of the common property affected by the works as nearly as possible as the state they were in immediately before the works.

Repair of damage

(c) The owner must at the owner's expense make good any damage to the common property caused as a result of the works no matter when such damage may become evident.

3.4 **Enduring Obligations**

Indemnity

(a) The owner will indemnity and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damage and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the ceiling insulation or the altered state or use of the common property arising from the installation of the ceiling insulation.

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Compliance with all laws

(b) The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the ceiling insulation

4. Breach of this by-law

(a) 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:

(i) Rectify any such breach.
(ii) Enter any part of the strata scheme including the lot, by its agents, employees or contractors in accordance with the *Strata Schemes Management Act 1996* for the purpose of rectifying any such breach; and
(iii) 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.

(b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of breach of this by-law.

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SPECIAL BY LAW 2: SPLIT SYSTEM AIR CONDITIONING

(a) DEFINITIONS

(i) In this By-Law, unless the content indicates or requires otherwise, these terms shall have the following meanings:

(A) "Act" means Strata Schemes Management Act 1996;

(B) "adjacent common property" means that part of the common property of the strata plan which is within 15cm of the air conditioning system or any part thereof;

(C) "air conditioner" means, in respect of all lots in the strata plan to which this By-Law applies, the split system air conditioning system for the lot comprised of but not limited to:-

(i) the condenser/compressor;

(ii) the air conditioning unit and evaporator; and

(iii) outlet pipes and associated pipes, wires cables; and

(D) "works" means all or any maintenance, repair, removal or replacement that the owner undertakes;

(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 those words have in the Act;

(b) RIGHTS AND OBLIGATIONS

The owner for the time being of the lots specified in the Schedule ("the owner") is conferred with the special privilege in respect of common property to install an air conditioner SUBJECT TO the due observance and performance by the owner with the following conditions:-

(i) INSTALLATION

The air-conditioning unit will be installed to the lot with the condensing unit fitted on the balcony of said lot OR at a suitable point as nominated by the owners corporation; No wiring, cables or ducting can be run through the roof space of the complex.

(ii) MAINTENANCE

The owner shall maintain the air-conditioner in a state of good and serviceable repair and for this purpose, shall renew or replace it whenever necessary;

(iii) COMMON PROPERTY MAINTENANCE

The owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair the adjacent common property;

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(iv) RUN-OFF

The owner shall dispose of any condensation and run-off from the air-conditioner, so as not to cause nuisance to any person or damage to the common property;

(v) NOISE TRANSFER

The owner must not operate the air conditioner or allow it to be operated if the occupant of another lot is being unreasonably disturbed by noise or vibration from its operation;

Noise levels to be in accordance with Local Council regulations.

(vi) DAMAGES DURING WORKS

The owner shall repair any damage to the common property caused by it or its agents or contractors in the course of undertaking any obligations under this By-Law;

(vii) APPEARANCE

The owner shall ensure that the overall appearance of the strata scheme is in no way compromised by the installation of an air-conditioning system (refer by law 17, Schedule 1 of the Act).

(viii) INDEMNIFY OWNERS CORPORATION

The owner shall keep the Owners Corporation indemnified against:-

(A) any claims made against or expenses incurred by the Owners Corporation and arising out of or caused by the works, or the use or maintenance of the air conditioners; and

(B) any liability for damage to the air conditioners caused by the Owners Corporation in undertaking any work referred to in Section 64 of the Strata Schemes Management Act 1996 in exercising the power of entry conferred by that section;

(ix) COUNCIL REGULATIONS

The owner must obtain any necessary development approval from the Local Council or any other proper authority if required.

(x) BY-LAW BREACH

Without prejudice to the other rights of the Owners Corporation where the owner fails or neglects to carry out any condition referred to herein then the Owner's Corporation or its agents, servants or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or owner of any part of the parcel and may recover the costs of fulfilling such condition as a debt from the owner.

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(xi) EXISTING INSTALLATIONS

This By-Law also applies to air conditioners that are already installed. The Owners Corporation is not responsible for the service, maintenance, repair or replacement of the air conditioning unit and associated pipes and cables located on the common property or within the Lot.

SCHEDULE

Lot Benefited: All Lots subject to written applications

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Service of Documents on Owner of Lot by Owners Corporation

SPECIAL BY-LAW 3

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

A notice or document served on an owner by e-mail in accordance with this By-Law is deemed to have been served when transmitted by the sender, providing that the sender does not receive an electronic notification of unsuccessful transmission within 24 hours.'

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Special By-Law 4 - Absolution of Lock Maintenance By-Law

Pursuant to Section 62 (3), the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any locking mechanism fitted to any door, window or other opening (including the mailbox lock) or any closing mechanism attached to a door on the boundary of any part of an owner's lot within the Strata Scheme.

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Special By-Law 5 – Compensation to Owners Corporation

A) Definitions

i) The following terms are defined to mean;

'Costs' include 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 the Lot.

'Owner' means the Owner/s if the Lot.

'Owners Corporation' means the Owners Corporation created by the registration of the Strata Plan.

'Owners Corporation's Agents" mean the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owner's Agents' means any real estate agent, property manager or any other contractor engaged by a Lot Owner or the Occupier 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 Corporation's Agents or the Lot Owner's 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 for issuing a Notice to Comply with a By-Law, 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 Corporation's Agents.

iv) A Lot Owner shall be liable to compensate the Owners Corporation for any costs incurred by the Owners Corporation in relation to false fire alarms caused by the Owner, Occupier, invitee or Owner's Agents of the Lot.

v) A Lot Owner shall be liable to compensate the Owners Corporation for any costs incurred by the Owners Corporation from the Owners Corporation's Agents for removing any rubbish or dumped items on common property by a Lot Owner, Occupier or Lot Owner's Agent.

vi) A Lot Owner shall be liable to compensate the Owners Corporation for any costs incurred by the Owners Corporation from the Owners Corporation's Agents for an after-hours emergency call-out when it is deemed by the Owners Corporation's Agents that the call was not an after-hours emergency and could have been dealt with the following business day during business hours.

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vii) Any costs imposed upon a Lot Owner in sub-clauses B) i), ii), iii), iv), v) & vi) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the Owner, Occupier, Owner's Agent or the Owners Corporation's Agent.

viii) In the event that a Lot Owner believes a charge 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.

ix) In the event the Owners Corporation rejects a request made by a Lot owner pursuant to to sub-clause B vii) 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 that 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; and

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

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MINOR RENOVATIONS TO INTERNAL LOTS

SPECIAL BY-LAW 6

Minor Renovations

a. The Owners Corporation grants authority to the Strata Committee to consider & approve any minor renovations as described in Section 110 of the Strata Schemes Management Act 2015.

b. Minor renovations are works as described in Section 110 of the Strata Schemes Management Act 2015 and Regulation 28 of the Strata Schemes Management Regulation 2016.

c. The applicant lot owner must comply with Section 110 of the Strata Schemes Management Act 2015 in its entirety.

SCHEDULE

Lot Benefited: All Lots subject to written applications

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Special By-Law No. 7 – Bathroom Renovations

1. Introduction

This by-law gives you the right to renovate your bathroom on certain conditions.

2. Definitions

In this by-law:

"**bathroom renovations**" means the alterations and additions to a lot and the adjacent common property involved in renovating a bathroom in a lot including:

- replacement of tiles and waterproofing on the floor and walls of the bathroom,
- replacement of fixtures and fittings in the bathroom including the vanity, toilet, bath tub, shower and sink,
- reconfiguring non-load bearing walls in the bathroom,
- reconfiguring existing or installing new plumbing to service the fixtures and fittings in the bathroom,

but does not include work involving structural alterations,

"**lot**" means any lot in the strata scheme,

"**you**" means an owner for the time being of a lot (being the current owner and all successors).

3. Bathroom Renovations

You may carry out bathroom renovations to the bathroom in your lot on the conditions of this by-law.

4. The Conditions

4.1. Before the Bathroom Renovations

(a) Prior Notice

At least seven (7) days before commencing the bathroom renovations, you must give the owners corporation a notice in writing advising of the anticipated commencement date and duration of the bathroom renovations and containing a brief written description of the bathroom renovations.

(b) Planning Approvals

Before commencing the bathroom renovations you must, if required by law, obtain a complying development certificate or development consent for the bathroom renovations under the *Environmental Planning and Assessment Act 1979* and give the owners corporation a complete copy of the consent or certificate.

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(c) Insurance Certificates

Before commencing the bathroom renovations, you must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the bathroom renovations which must include evidence of public liability cover of not less than $10,000,000.00 in respect of any claim and note the interests of the owners corporation and a certificate of insurance for any Home Building Compensation Fund insurance required for the bathroom renovations under the *Home Building Act 1989*.

4.2. During the Bathroom Renovations

(a) Quality of the Bathroom Renovations

You must ensure that the bathroom renovations are carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) Licensed Contractors

You must ensure that all contractors engaged on the bathroom renovations are appropriately qualified and licensed under the *Home Building Act 1989*.

(c) Building Code of Australia

You must ensure that the bathroom renovations (including any waterproofing) are carried out and completed in accordance with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

(d) Time for Completion of the Bathroom Renovations

You must ensure that the bathroom renovations are done with due diligence and are completed within a reasonable time from the date of commencement.

(e) Work Hours

You must ensure that the bathroom renovations are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am – 5.00pm on Monday – Friday and 9.00am – 1.00pm on Saturdays (excluding public holidays).

(f) Noise and Disturbance

You must ensure that minimum disturbance is caused to the common property during the bathroom renovations and that the bathroom renovations do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

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(g) Location of the Bathroom Renovations

You must ensure that the bathroom renovations are installed entirely on your lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

(h) Transportation of Construction Equipment

You must ensure that all construction materials and equipment associated with the bathroom renovations are transported in accordance with any manner reasonably directed by the owners corporation.

(i) Debris

You must ensure that any debris associated with the bathroom renovations is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

(j) Protection of Building

You must protect the common property that is affected by the bathroom renovations from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to your lot, is protected from damage when construction materials, equipment and debris are transported over it.

(k) Daily Cleaning

You must clean any part of the common property affected by the bathroom renovations on a daily basis and keep all of that common property clean, neat and tidy during the bathroom renovations.

(l) Storage of Building Materials on Common Areas

You must make sure that no building materials associated with the bathroom renovations are stored on the common property.

(m) Times for Operation of Noisy Equipment

You must ensure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

(n) Cost of the Bathroom Renovations

You must pay all costs associated with the bathroom renovations.

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4.3. After the Bathroom Renovations

(a) Completion Notice

As soon as practicable after completion of the bathroom renovations, you must notify the owners corporation in writing that the bathroom renovations have been completed.

(b) Waterproofing Certificate

As soon as practicable after completion of the bathroom renovations, you must obtain and give the owners corporation a certificate from the contractor responsible for installing any waterproofing membrane during the bathroom renovations advising of the the warranty for the waterproofing and certifying that the waterproofing has been installed in accordance with, and complies with, the Building Code of Australia and any applicable Australian Standard.

(c) Restoration of Common Property

As soon as practicable after completion of the bathroom renovations, you must restore all other parts of the common property affected by the bathroom renovations as nearly as possible to the state they were in immediately before the bathroom renovations.

4.4. Enduring Obligations

(a) Maintenance of the Bathroom Renovations

You must, at your cost, properly maintain your bathroom renovations and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the bathroom renovations.

(b) Maintenance of the Common Property

You must, at your cost, properly maintain the common property occupied by your bathroom renovations and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

(c) Repair of Damage

You must, at your cost, make good any damage to the common property or another lot caused as a result of the bathroom renovations no matter when such damage may become evident.

(d) Appearance of the Bathroom Renovations

You must ensure that your bathroom renovations have an appearance which is in keeping with the appearance of the rest of the building.

(e) Connection of Utilities

In the event that electricity, water or any other service is connected to your bathroom renovations and the existing service to your lot is separately metered and charged to

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your account then you must ensure that the new service is installed so as to also be separately metered and charged to your account.

(f) Indemnity

You will indemnify and keep 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 your bathroom renovations, the altered state, condition or use of the common property arising from your bathroom renovations or any breach of this by-law.

(g) Compliance with all Laws

You must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to your bathroom renovations.

5. Breach of this By-Law

(a) If you breach 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:

(i) rectify that breach,

(ii) enter on any part of the strata scheme including your lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying that breach, and

(iii) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

(b) 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.

THE OWNERS - STRATA PLAN No. 43119
Common Seal

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FILM WITH AN6189

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 43119 was affixed on ^ 8/12/17 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: J. McGrath Name: JOEL McGRATH Authority: LICENSEE IN CHARGE

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date
* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in it entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.

THE OWNERS - STRATA PLAN No. 43119 Common Seal

Created 2016

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Lodger Details

Lodger Code	501276L
Name	SPEIRS RYAN
Address	L 6, 185 CLARENCE ST SYDNEY 2000
Lodger Box	1W
Email	LRS@SPEIRSRYAN.COM.AU
Reference	241949 - SP4311

Land Registry Document Identification

AU637922

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/SP43119	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP43119

Other legal entity

Meeting Date

15/08/2024

Added by-law No.	
Details	Special By-laws 12 and 13
Repealed by-law No.	
Details	Not applicable
Amended by-law No.	
Details	Not applicable

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP43119
Signer Name	CHARMAYNE WHITE
Signer Organisation	SPEIRS RYAN PTY. LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	02/12/2024

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Form: 15CH
Release: 2·1

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

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/SP43119

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Reference:	CH

(C) The Owners-Strata Plan No. SP43119 certify that a special resolution was passed on 15/8/2024

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

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 12 & 13
Amended by-law No. NOT APPLICABLE
as fully set out below:
See Annexure A and Annexure B

(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 C .

(G) The seal of The Owners-Strata Plan No. SP43119 was affixed on 11/10/2024 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: J. McGrath
Name: Joel McGrath
Authority: Strata Manager

Signature:
Name:
Authority:

THE OWNERS - STRATA PLAN No. 43119 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

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ANNEXURE A

Special by-Law 12 - Automatic Garage Door Openers

1. **Introduction**
   This by law gives you the right to install and maintain, at your own cost, a automatic door opener for your garage door, on certain conditions.

2. **Definitions**
   In this by-law:
   "automatic garage door opener" means an electronic device that operates to automatically open and close your garage door including all motors, chains, cables, wires, switches, lights, remote controls and other components associated with the device.
   "lot" mean all lot in the strata scheme.
   "works" means the alterations and additions to your lot and the adjacent common property involved in the installation of the automatic garage door opener for your garage door.
   "you" means the owner for the time being of a lot (being the current and all successors).

3. **Works Authorisation**
   You are permitted to carryout the works and to retain and operate your automatic garage door opener upon and subject to the conditions set out in this By-Law.

4. **The Conditions**
   a. **Consent to this by-law**
      Before commencing the works, you must give the owners corporation your written consent to the making of this by-law.

   b. **Quality of the Works**
      The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

   c. **Licensed Contractors**
      All contractors engaged on the works must be appropriately qualified and licensed under the *Home Building Act 1989.*

   d. **Time for Completion of the Works**
      You must ensure that the works are done with due diligence and within a reasonable time from the commencement.

   e. **Specifications for the Works**
      You must ensure that the works are carried out and completed in accordance with the specifications for them and that your automatic garage door opener is installed in accordance with the manufacturer's instructions. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia an any applicable Australian Standard. In the even that there is a conflict the Building Code of Australia Shall be applied.

   f. **Noise and Disturbance**
      You must ensure that minimum disturbance is caused to the common property during the works and that the works, and the automatic garage door opener, do not generate any noise that is likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using common property.

   g. **Cost of the Works**
      You must pay all costs associated with the works.

   h. **Location of the Automatic Garage Door Opener**
      Your automatic garage door opener must be installed inside your garage and connected to the power point in your garage and not visible form outside (except when your garage door is open) and not encroach on the common property (apart from minor encroachments to secure the automatic garage door opener to the ceiling of your garage) or another lot.

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i. **Maintenance of Automatic garage Door Opener**
You must, are your own cost, properly maintain your automatic garage door opener and keep it in a state of good and serviceable repair and, where necessary renew or replace any fixtured or fittings comprised in the automatic garage door opener. For the avoidance of doubt, you will be responsible for any remote control or other device that operates your automatic garage door opener.

j. **Maintenance of the Common Property**
You must, at your own cost, properly maintain the works and any common property occupied by the works and keep the works and that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works or that common property.

k. **Repair of Damage**
You must, at your own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident. You must also, at your own cost, make good any damage to your garage door that is caused by a malfunction or misuse of your automatic garage door opener.

l. **Replacement of Garage Door**
If your garage door needs to be or is repaired, replaced or upgraded by the owners corporation, you must, at your own cost, when requested to do so by the owners corporation, detach or remove your automatic garage door opener from your garage door and, once the garage door has been repaired, replaced or upgraded, reinstate your automatic garage door opener.

m. **Removal of Automatic Garage Door Opener**
If you want to remove your automatic garage door opener, you may do so at your own cost, provided that you must repair any damage caused by the removal and fill and make good any holes made during the installation of the automatic garage door opener that are visible after the removal.

n. **Indemnity**
You will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, your automatic garage door opener or any breach of this by-law.

o. **Interference**
You must ensure that any remote control or other device that operates your automatic garage door does not operate, or interfere with the operation of, any other automatic garage door opener.

p. **Compliance with all Laws**
You must 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 your automatic garage door opener.

5. **Breach of this By-Law**

a. If you breach any condition of this by law and fail to rectify within 30 days of service of a written notice form the owners corporation requiring rectification of that breach, then the owners corporation may:
   i. Rectify that breach,
   ii. Enter on any part of the strata scheme including your lot, by it agents, employees or contractors, in accordance with the Strat Schemes Management Act 2015 for the purpose of rectifying that breach, and recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

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ANNEXURE B

Special By-Law 13 – Liability for Insurance Excess (Lot Property Claims)

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. The intention of the by-law is for the lot owner to assume liability for that expense.

B) Definitions

(i) The following terms are defined to mean:

'Common Property' means the common property in the strata scheme (including 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 Corporation's insurance company following the settlement of a claim applicable to this by-law;

'Lot' means a lot in the strata plan;

'Lot Property' means a lot within the strata scheme (including those parts and elements of the building contained within an owner's lot in accordance with the strata plan that are covered by the Owners Corporations insurance policy) and the contents of a lot as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices and 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 2015.

(ii) Where any terms used in this by-law are defined in the Act, they will have the same meaning as the terms attributed under that Act unless the contrary intention appears in this by-law.

C) Payment of Excesses

(i) An Owner shall be liable to pay any Excess that may be applicable to the settlement of an insurance claim that affects only their Lot Property.

(ii) In the event an insurance claim affects both Lot Property and Common Property under the same insurable event, the Owners Corporation shall be liable to pay the Excess.

(iii) In the event the claim affects Common Property only, the Owners Corporation shall be liable to pay the Excess.

D) Owners Right of Appeal

(i) In the event that an Owner believes an Excess for which the Owner is liable pursuant to this By-law is unjust, the Owner may request that the Owners Corporation waive that liability 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 an Owner pursuant to sub-clause D)(i) above, all liability imposed by this by-law (i.e. the Excess) shall stand.

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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 may recover any Excess outlined in clause C)(i) above, any interest specified in clause E(iii) below and any expenses incurred in recovering those amounts from the relevant Owner as a debt.

(ii) The Owners Corporation must serve upon the Owner a written notice of the amount of the Excess payable and the due date for payment of the Excess.

(iii) The Owners Corporation may charge interest upon any Excess that is not paid by an Owner at the end of one month after it becomes due and payable at the same annual rate that applies to overdue contributions levied by the owners corporation (currently 10% per annum).

(iv) The Owners Corporation may initiate debt recovery proceedings for any Excess, interest and expenses payable under this By-Law pursuant to section 86 of the Act.

(v) The Owners Corporation may record the amount of any Excess, interest and expenses for which an Owner is liable under this by-law on the levy register for the Owner's Lot, on levy notices served on the Owner and on certificates issued under section 184 of the Act in respect of the Owner's Lot.

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ANNEXURE C

Current By-Laws on Title CP/SP43119

1. **Attention is directed to by-laws set out in Schedule 2 Strata Schemes Management Regulation 2016**

2. **Special resolution passed 20 November 2009**
   Added special by-law 1

3. **Special Resolution passed 16 August 2011**
   Added special by-law 2

4. **Special Resolution passed 06 August 2012**
   Added special by-law 3

5. **Special Resolution passed 11 August 2015**
   Added special by-law 4 & 5

6. **Special Resolution passed 22 August 2017**
   Added special by-law 6 & 7

7. **Special Resolution passed 29 August 2018**
   Added special by-law 8

8. **Special Resolution passed 29 August 2019**
   Added special by-law 9

9. **Special Resolution passed 27 August 2020**
   Added special by-law 10

10. **Special Resolution passed 26 August 2021**
    Added special by-law 11

11. **Special Resolution passed 15 August 2024**
    Added special by-law 12
    Added special by-law 13

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Strata Schemes Management Regulations Schedule 2 – By-laws for pre-1996 strata scheme

1 Noise

An owner or occupier of a lot must not create any noise on the parcel 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.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

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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 without the approval in writing of the owners corporation.
Note : This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015* .

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

(3) This by-law does not prevent an owner or person authorised by an owner from installing:
(a) any locking or other safety device for protection of the owner's lot against intruders, or

(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.

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

(5) Despite section 106 of the *Strata Schemes Management Act 2015* , the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

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.

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8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

10 Drying of laundry items

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

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the approval in writing 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.

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13 Moving furniture and other objects on or through common property

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 strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

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

An owner or occupier of a lot:

(a) must maintain 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 adequately covered a receptacle for garbage, and

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

(c) for the purpose of having the garbage collected, must place the receptacle 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 is normally collected, and

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

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(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 collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of animals

(1) Subject to section 157 of the *Strata Schemes Management Act 2015* , an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

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

17 Appearance of lot

(1) The owner or occupier of a lot must not, without the written consent 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 Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

19 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).

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Special By-law No. 1 – Insulation Installation

1. Definitions

1.1 In this by-law:

"Lots" means lots 6, 5, 11, 12, 16, 17, 20, 25, 26, 31, 32, 35, 40, 41, 46 in strata plan no. 43119

"Owner" means any one of the owners.

"Owners" means the owners of the lots for the time being.

"Ceiling Insulation" means material designed for thermal insulation above the ceiling of residential premises which meets the insulation product standard – AS/NZ 4859.1:2000 amendment (Amendment 1, Dec 2006) "Materials for the Thermal Insulation of Buildings" (as per codemark, conformance mark, label from packaging).

"Installer" means the owner or employee of a registered business operating in the installation of thermal insulation.

"Installation Standard" means the Australian Insulation installation standard, AS 3999-1992 "Thermal insulation of dwellings – bulk installations – installation requirements" but substituting clause 4.2 (e) and figure 4.5 of that document, with clause 4.5.2.3 and figure 4.7 of the AS/NZS 3000:2007 wiring rules as minimum clearance distances from recessed luminaries, including down lights.

"Works" means the installation of ceiling insulation in accordance with this by law.

1.2 In this by-law unless the context otherwise requires, a word which denotes:

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

(b) Any gender includes the other gender;

(c) Any terms in this by-law have the same meaning as that which may be defined for that term in the *Strata Schemes Management Act 1996*; and

(d) Reference to the legislation includes reference to amending and replacement legislation.

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 will prevail to the extent of that inconsistency.

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2. Special Privileges and Exclusive Use Rights

(a) Each owner will have a special privilege in respect of the common property directly above the ceiling and internal walls of the lot owned by that owner for the purpose of installing ceiling insulation; and

(b) Exclusive use and enjoyment of the common property that is occupied by the ceiling insulation, upon and subject to the conditions set out in this by law.

3. The Conditions

3.1 Before the ceiling installation

(a) Before commencing the ceiling installation works the owner must give the owners corporation copies of certificates which demonstrate the principal contractor who will carry out the installation works holds a current policy of public liability insurance which covers the interests of the owners corporation and workers compensation insurance together with a safe work methods statement for the insulation installation prepared by that contractor.

(b) The works will be conducted entirely at the expense of the owner entitled to conduct the work.

3.2 During the ceiling installation

Quality of Works

(a) The works must be carried out in a proper and workmanlike manner and in accordance with the installation standard utilising only first quality ceiling insulation materials which are good and suitable for the purpose for which they are used.

Noise and Disturbance

(b) The owner must ensure that minimum disturbance is caused to the common property during the conduct of the works and that the works does not create any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

Protection of Building

(c) The owner must protect the common property that is affected by the works from damage and debris and ensure that any such common property, especially floors, walls and ceilings leading to the lot, is protected by covers and mats when construction materials, equipment and debris are transported over it.

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Daily Cleaning

(d) The owner must clean any part of the common property affected by the works and keep all of that common property clean, neat and tidy while the works are being conducted.

Time for the works

(e) The owner must ensure that the works are carried out only between the hours of 8.00am to 5.00pm on Monday to Friday.

Complies to all Laws

(f) The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

3.3 **After the installation**

Maintenance of the ceiling insulation

(a) The owner must, at the owner's expense, properly maintain the ceiling insulation and keep it in a state of good and serviceable repair.

Restoration of common property

(b) Immediately upon completion of the works the owner must restore all other parts of the common property affected by the works as nearly as possible as the state they were in immediately before the works.

Repair of damage

(c) The owner must at the owner's expense make good any damage to the common property caused as a result of the works no matter when such damage may become evident.

3.4 **Enduring Obligations**

Indemnity

(a) The owner will indemnity and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damage and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the ceiling insulation or the altered state or use of the common property arising from the installation of the ceiling insulation.

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Compliance with all laws

(b) The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the ceiling insulation

4. Breach of this by-law

(a) 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:

(i) Rectify any such breach.
(ii) Enter any part of the strata scheme including the lot, by its agents, employees or contractors in accordance with the *Strata Schemes Management Act 1996* for the purpose of rectifying any such breach; and
(iii) 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.

(b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of breach of this by-law.

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SPECIAL BY LAW 2: SPLIT SYSTEM AIR CONDITIONING

(a) DEFINITIONS

(i) In this By-Law, unless the content indicates or requires otherwise, these terms shall have the following meanings:

(A) "Act" means Strata Schemes Management Act 1996;

(B) "adjacent common property" means that part of the common property of the strata plan which is within 15cm of the air conditioning system or any part thereof;

(C) "air conditioner" means, in respect of all lots in the strata plan to which this By-Law applies, the split system air conditioning system for the lot comprised of but not limited to:-

(i) the condenser/compressor;

(ii) the air conditioning unit and evaporator; and

(iii) outlet pipes and associated pipes, wires cables; and

(D) "works" means all or any maintenance, repair, removal or replacement that the owner undertakes;

(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 those words have in the Act;

(b) RIGHTS AND OBLIGATIONS

The owner for the time being of the lots specified in the Schedule ("the owner") is conferred with the special privilege in respect of common property to install an air conditioner SUBJECT TO the due observance and performance by the owner with the following conditions:-

(i) INSTALLATION

The air-conditioning unit will be installed to the lot with the condensing unit fitted on the balcony of said lot OR at a suitable point as nominated by the owners corporation; No wiring, cables or ducting can be run through the roof space of the complex.

(ii) MAINTENANCE

The owner shall maintain the air-conditioner in a state of good and serviceable repair and for this purpose, shall renew or replace it whenever necessary;

(iii) COMMON PROPERTY MAINTENANCE

The owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair the adjacent common property;

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(iv) RUN-OFF

The owner shall dispose of any condensation and run-off from the air-conditioner, so as not to cause nuisance to any person or damage to the common property;

(v) NOISE TRANSFER

The owner must not operate the air conditioner or allow it to be operated if the occupant of another lot is being unreasonably disturbed by noise or vibration from its operation;

Noise levels to be in accordance with Local Council regulations.

(vi) DAMAGES DURING WORKS

The owner shall repair any damage to the common property caused by it or its agents or contractors in the course of undertaking any obligations under this By-Law;

(vii) APPEARANCE

The owner shall ensure that the overall appearance of the strata scheme is in no way compromised by the installation of an air-conditioning system (refer by law 17, Schedule 1 of the Act).

(viii) INDEMNIFY OWNERS CORPORATION

The owner shall keep the Owners Corporation indemnified against:-

(A) any claims made against or expenses incurred by the Owners Corporation and arising out of or caused by the works, or the use or maintenance of the air conditioners; and

(B) any liability for damage to the air conditioners caused by the Owners Corporation in undertaking any work referred to in Section 64 of the Strata Schemes Management Act 1996 in exercising the power of entry conferred by that section;

(ix) COUNCIL REGULATIONS

The owner must obtain any necessary development approval from the Local Council or any other proper authority if required.

(x) BY-LAW BREACH

Without prejudice to the other rights of the Owners Corporation where the owner fails or neglects to carry out any condition referred to herein then the Owner's Corporation or its agents, servants or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or owner of any part of the parcel and may recover the costs of fulfilling such condition as a debt from the owner.

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(xi) EXISTING INSTALLATIONS

This By-Law also applies to air conditioners that are already installed. The Owners Corporation is not responsible for the service, maintenance, repair or replacement of the air conditioning unit and associated pipes and cables located on the common property or within the Lot.

SCHEDULE

Lot Benefited: All Lots subject to written applications

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Service of Documents on Owner of Lot by Owners Corporation

SPECIAL BY-LAW 3

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

A notice or document served on an owner by e-mail in accordance with this By-Law is deemed to have been served when transmitted by the sender, providing that the sender does not receive an electronic notification of unsuccessful transmission within 24 hours.'

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Special By-Law 4 - Absolution of Lock Maintenance By-Law

Pursuant to Section 62 (3), the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any locking mechanism fitted to any door, window or other opening (including the mailbox lock) or any closing mechanism attached to a door on the boundary of any part of an owner's lot within the Strata Scheme.

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Special By-Law 5 – Compensation to Owners Corporation

A) Definitions

i) The following terms are defined to mean;

'Costs' include 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 the Lot.

'Owner' means the Owner/s if the Lot.

'Owners Corporation' means the Owners Corporation created by the registration of the Strata Plan.

'Owners Corporation's Agents" mean the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owner's Agents' means any real estate agent, property manager or any other contractor engaged by a Lot Owner or the Occupier 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 Corporation's Agents or the Lot Owner's 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 for issuing a Notice to Comply with a By-Law, 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 Corporation's Agents.

iv) A Lot Owner shall be liable to compensate the Owners Corporation for any costs incurred by the Owners Corporation in relation to false fire alarms caused by the Owner, Occupier, invitee or Owner's Agents of the Lot.

v) A Lot Owner shall be liable to compensate the Owners Corporation for any costs incurred by the Owners Corporation from the Owners Corporation's Agents for removing any rubbish or dumped items on common property by a Lot Owner, Occupier or Lot Owner's Agent.

vi) A Lot Owner shall be liable to compensate the Owners Corporation for any costs incurred by the Owners Corporation from the Owners Corporation's Agents for an after-hours emergency call-out when it is deemed by the Owners Corporation's Agents that the call was not an after-hours emergency and could have been dealt with the following business day during business hours.

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vii) Any costs imposed upon a Lot Owner in sub-clauses B) i), ii), iii), iv), v) & vi) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the Owner, Occupier, Owner's Agent or the Owners Corporation's Agent.

viii) In the event that a Lot Owner believes a charge 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.

ix) In the event the Owners Corporation rejects a request made by a Lot owner pursuant to to sub-clause B vii) 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 that 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; and

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

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MINOR RENOVATIONS TO INTERNAL LOTS

SPECIAL BY-LAW 6

Minor Renovations

a. The Owners Corporation grants authority to the Strata Committee to consider & approve any minor renovations as described in Section 110 of the Strata Schemes Management Act 2015.

b. Minor renovations are works as described in Section 110 of the Strata Schemes Management Act 2015 and Regulation 28 of the Strata Schemes Management Regulation 2016.

c. The applicant lot owner must comply with Section 110 of the Strata Schemes Management Act 2015 in its entirety.

SCHEDULE

Lot Benefited: All Lots subject to written applications

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Special By-Law No. 7 – Bathroom Renovations

1. Introduction

This by-law gives you the right to renovate your bathroom on certain conditions.

2. Definitions

In this by-law:

"**bathroom renovations**" means the alterations and additions to a lot and the adjacent common property involved in renovating a bathroom in a lot including:

- replacement of tiles and waterproofing on the floor and walls of the bathroom,
- replacement of fixtures and fittings in the bathroom including the vanity, toilet, bath tub, shower and sink,
- reconfiguring non-load bearing walls in the bathroom,
- reconfiguring existing or installing new plumbing to service the fixtures and fittings in the bathroom,

but does not include work involving structural alterations,

"**lot**" means any lot in the strata scheme,

"**you**" means an owner for the time being of a lot (being the current owner and all successors).

3. Bathroom Renovations

You may carry out bathroom renovations to the bathroom in your lot on the conditions of this by-law.

4. The Conditions

4.1. Before the Bathroom Renovations

(a) Prior Notice

At least seven (7) days before commencing the bathroom renovations, you must give the owners corporation a notice in writing advising of the anticipated commencement date and duration of the bathroom renovations and containing a brief written description of the bathroom renovations.

(b) Planning Approvals

Before commencing the bathroom renovations you must, if required by law, obtain a complying development certificate or development consent for the bathroom renovations under the *Environmental Planning and Assessment Act 1979* and give the owners corporation a complete copy of the consent or certificate.

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(c) Insurance Certificates

Before commencing the bathroom renovations, you must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the bathroom renovations which must include evidence of public liability cover of not less than $10,000,000.00 in respect of any claim and note the interests of the owners corporation and a certificate of insurance for any Home Building Compensation Fund insurance required for the bathroom renovations under the *Home Building Act 1989*.

4.2. During the Bathroom Renovations

(a) Quality of the Bathroom Renovations

You must ensure that the bathroom renovations are carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) Licensed Contractors

You must ensure that all contractors engaged on the bathroom renovations are appropriately qualified and licensed under the *Home Building Act 1989*.

(c) Building Code of Australia

You must ensure that the bathroom renovations (including any waterproofing) are carried out and completed in accordance with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

(d) Time for Completion of the Bathroom Renovations

You must ensure that the bathroom renovations are done with due diligence and are completed within a reasonable time from the date of commencement.

(e) Work Hours

You must ensure that the bathroom renovations are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am – 5.00pm on Monday – Friday and 9.00am – 1.00pm on Saturdays (excluding public holidays).

(f) Noise and Disturbance

You must ensure that minimum disturbance is caused to the common property during the bathroom renovations and that the bathroom renovations do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

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(g) Location of the Bathroom Renovations

You must ensure that the bathroom renovations are installed entirely on your lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

(h) Transportation of Construction Equipment

You must ensure that all construction materials and equipment associated with the bathroom renovations are transported in accordance with any manner reasonably directed by the owners corporation.

(i) Debris

You must ensure that any debris associated with the bathroom renovations is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

(j) Protection of Building

You must protect the common property that is affected by the bathroom renovations from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to your lot, is protected from damage when construction materials, equipment and debris are transported over it.

(k) Daily Cleaning

You must clean any part of the common property affected by the bathroom renovations on a daily basis and keep all of that common property clean, neat and tidy during the bathroom renovations.

(l) Storage of Building Materials on Common Areas

You must make sure that no building materials associated with the bathroom renovations are stored on the common property.

(m) Times for Operation of Noisy Equipment

You must ensure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

(n) Cost of the Bathroom Renovations

You must pay all costs associated with the bathroom renovations.

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4.3. After the Bathroom Renovations

(a) Completion Notice

As soon as practicable after completion of the bathroom renovations, you must notify the owners corporation in writing that the bathroom renovations have been completed.

(b) Waterproofing Certificate

As soon as practicable after completion of the bathroom renovations, you must obtain and give the owners corporation a certificate from the contractor responsible for installing any waterproofing membrane during the bathroom renovations advising of the the warranty for the waterproofing and certifying that the waterproofing has been installed in accordance with, and complies with, the Building Code of Australia and any applicable Australian Standard.

(c) Restoration of Common Property

As soon as practicable after completion of the bathroom renovations, you must restore all other parts of the common property affected by the bathroom renovations as nearly as possible to the state they were in immediately before the bathroom renovations.

4.4. Enduring Obligations

(a) Maintenance of the Bathroom Renovations

You must, at your cost, properly maintain your bathroom renovations and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the bathroom renovations.

(b) Maintenance of the Common Property

You must, at your cost, properly maintain the common property occupied by your bathroom renovations and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

(c) Repair of Damage

You must, at your cost, make good any damage to the common property or another lot caused as a result of the bathroom renovations no matter when such damage may become evident.

(d) Appearance of the Bathroom Renovations

You must ensure that your bathroom renovations have an appearance which is in keeping with the appearance of the rest of the building.

(e) Connection of Utilities

In the event that electricity, water or any other service is connected to your bathroom renovations and the existing service to your lot is separately metered and charged to

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your account then you must ensure that the new service is installed so as to also be separately metered and charged to your account.

(f) Indemnity

You will indemnify and keep 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 your bathroom renovations, the altered state, condition or use of the common property arising from your bathroom renovations or any breach of this by-law.

(g) Compliance with all Laws

You must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to your bathroom renovations.

5. Breach of this By-Law

(a) If you breach 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:

(i) rectify that breach,

(ii) enter on any part of the strata scheme including your lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying that breach, and

(iii) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

(b) 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 No. 8 - Window Safety Devices

1. Introduction

This by-law grants you exclusive use and enjoyment of window safety devices and window locks and latches in connection with your lot and imposes on you the obligation to maintain, repair and replace those window safety devices and window locks and latches.

2. Definitions

In this by-law:

"Act" means the Strata Schemes Management Act 2015 including any amendment of it and any Act replacing it;

"lot" means any lot in the strata scheme; "Regulation" means the Strata Schemes Management Regulation 2016 including any amendment of it and any Regulation replacing it;

"window locks and latches" means any locks, locking devices and latches for the windows on the boundary of a lot;

"window safety devices" means complying window safety devices within the meaning of clause 30 of the Regulation for the windows on the boundary of a lot;

"you" means the owner for the time being of a lot (being the current owner and all successors).

3. Exclusive Use of Window Safety Devices

You are granted the exclusive use and enjoyment of all window safety devices and window locks and latches in connection with your lot.

4. Conditions for Window Safety Devices

(1) You must, at your own cost, properly maintain and keep in a state of good and serviceable repair all window safety devices and window locks and latches in connection with your lot.

(2) You must, at your own cost, where necessary, renew or replace the whole or any part of all window safety devices and window locks and latches in connection with your lot.

5. Application to All Window Safety Devices

To avoid doubt, this by-law applies to all window safety devices and window locks and latches including:

(a) window safety devices and window locks and latches installed by the owners corporation or by you; and

(b) window safety devices and window locks and latches on a lot or the common property.

6. Commencement Date

The rights and obligations conferred on you under this by-law in relation to any window safety device or window locks and latches commence on completion of the installation of that window safety device or those window locks and latches.

7. Breach of this By-Law

If you breach this by-law and you fail to remedy that breach within fourteen (14) days of being given a notice by the owners corporation requesting that you remedy that breach, then the owners corporation may:

(a) remedy that breach including, if necessary, by repairing or replacing any window safety devices or window locks and latches in connection with your lot; and

(b) recover as a debt from you the costs it incurs remedying that breach including, where relevant, the costs of repairing or replacing any window safety device or window locks and latches in connection with your lot and the expenses it incurs in recovering those costs; and

(c) record on any such costs and expenses on your account kept with the owners corporation or on levy notices or certificates issued under section 184 of the Act for your lot.

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Special By-law 9

Connection to NBN services by Owners or Occupiers

1. Definitions

In this by-law

(a) **Common Property** means the common property forming part of the Strata Plan.

(b) **NBN** means the National Broadband Network allowing broadband transmission to the Strata Plan.

(c) **NBN Connection** means the installation on Common Property of the necessary wiring, cabling and any ancillary mechanisms to allow a Lot to connect to the NBN.

(d) **Lot** means a lot in the Strata Plan

(e) **Owner or Occupier** means the owner or occupier of a Lot.

(f) **Owners Corporation** means the owners corporation of the Strata Plan.

(g) **Strata Committee** means the strata committee of the Owners Corporation as set out in the *Strata Schemes Management Act 2015*.

(h) **Strata Plan** means the strata plan registration number for the Owners Corporation.

2. Interpretation

(a) In this by-law any terms used have the same meaning as in the *Strata Schemes Management Act 2015*.

(b) In this by-law, all references to legislation include references to all amending and replacing legislation.

(c) In construction of this by-law, references to the singular includes the plural and any reference to a gender includes all other genders.

(d) Headings are inserted for ease of reference only.

3. Rights Granted

An Owner or Occupier is granted the right to undertake the NBN Connection provided they comply with the terms and conditions of this by-law.

4. Terms and Conditions

4.1 Before installation can commence

(a) An Owner or Occupier must provide the Strata Committee with details of the type of wiring, cabling and/or any ancillary mechanisms to be used in and the proposed locations for the NBN Connection.

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(b) Any part of the NBN Connection which will be visible from the Common Property must have an appearance in keeping with the rest of the Strata Plan.

4.2 During installation

Whilst undertaking the NBN Connection, each Owner or Occupier must ensure:

(a) that the works are carried out in a professional and tradesmanlike manner by appropriately qualified tradespersons and are finished to a high standard;

(b) that the works cause only minimal disruption to other owners and occupiers and where possible the Owner or Occupier shall at all times seek to minimize any disruption;

(c) that the works are only carried out during the hours of 9am to 5pm Monday to Friday, 9am to 12pm on Saturdays and no works take place on Sundays or public holidays;

(d) that the works do not damage or interrupt any Common Property including services, pipes, ducting and any item of Common Property that is connected with the fire rating for the Strata Plan; and

(e) that the Owner or Occupier and their contractors will at all times follow the Strata Committee's instructions regarding methods of access to the Lot through the Strata Plan and the transporting of goods and materials through the Strata Plan.

4.3 When installation is complete

(a) The Owner or Occupier must notify the Owners Corporation that the NBN Connection is complete;

(b) The Owner or Occupier must provide the Owners Corporation with all approvals or certification from any Authority or as required under this by-law; and

(c) the Owner or Occupier must, at their own expense, rectify any damage to lot property, Common Property or personal property caused by or arising out of the NBN Connection and notify the Owners Corporation that such rectification is complete.

4.4 Rights and Obligations following completion of the NBN Connection

(a) Each Owner must ensure that they maintain and keep those parts of the NBN Connection that are not Common Property in good state of condition and repair and must renew or replace those parts of the NBN Connection that are not Common Property as reasonably required;

(b) Each Owner will remain liable to the Owners Corporation or any other owner or occupier for any damage to a lot or Common Property caused by or in connection with the NBN Connection; and

(c) Each Owner must indemnify and continue to indemnify the Owners Corporation against any expense, cost, loss or damage arising out of or in connection with the NBN Connection.

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Special By-Law 10 – Recovery of Levy Collection Expenses

1. Introduction

This by-law gives us the right to recover from you as a debt any expenses we incur recovering any overdue contributions and interest from you.

2. Definitions

In this by-law, unless the context or subject matter otherwise indicates or requires:

2.1 "**contribution**" means a contribution to the administrative fund or capital works fund that is payable by you;

2.2 "**demand**" means a written demand from us to you including a levy notice or notice of a contribution payable by you;

2.3 "**expenses**" means any cost or expense incurred by us recovering from you any overdue contribution or any interest including debt collection costs, process server's fees, legal costs and disbursements and strata managing agent's costs;

2.4 "**interest**" means interest payable on an overdue contribution in accordance with section 85 of the Strata Act;

2.5 "**interest on expenses**" means interest payable on expenses in accordance with this by-law;

2.6 "**lot**" means a lot in the strata scheme;

2.7 "**mortgagee**" means a mortgagee in possession of a lot;

2.8 "**overdue contribution"** means a contribution that is not paid at the end of one month after it becomes due and payable;

2.9 "**owner**" means an owner of a lot;

2.10 "**Strata Act**" means the Strata Schemes Management Act 2015;

2.11 "**strata scheme**" means the strata scheme to which this by-law applies;

2.12 "**us**" or "**we**" means the owners corporation; and

2.13 "**you**" means an owner or mortgagee.

3. Interpretation

In this by-law:

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

3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;

3.3 words importing the singular number include the plural and vice versa;

3.4 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;

3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;

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3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;

3.7 the terms of this by-law apply to the extent permitted by law; and

3.8 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.

4. Obligation to Pay Contributions

You must pay any contribution in accordance with the Strata Act.

5. Obligation to Pay Interest

You must pay any interest in accordance with the Strata Act.

6. Payment of Expenses

You are liable to pay or reimburse us for any expenses on demand.

7. Interest on Expenses

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

8. Recovery of Expenses and Interest on Expenses

We may recover from you as a debt any:

(a) expenses; and

(b) interest on expenses;

for which you are liable.

9. Mode of Recovery of Expenses and Interest on Expenses

We may include reference to any expenses and interest on expenses for which you are liable on:

(a) your account with us;

(b) levy notices served on you; and

(c) certificates issued under section 184 of the Strata Act in respect of your lot;

for the purpose of recovering from you as a debt any of those amounts.

10. Appropriation of Payments

We may appropriate any payments you make to us towards expenses and interest on expenses in any manner we deem fit.

11. Sale of Lot

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses or interest on expenses to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

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Special By-Law 11 - Abandoned Goods and Illegally Parked Vehicles

1. Introduction

This by-law allows us to move or dispose of abandoned goods and move or remove illegally parked vehicles and sets out rules concerning the moving and disposal of abandoned goods and the moving and removal of illegally parked vehicles.

2. Definitions

In this by-law, unless the context or subject matter otherwise indicates or requires:

2.1 "**abandoned goods**" means goods we reasonably believe have been abandoned or left behind on common property other than vehicles and things permitted by us to remain on common property;

2.2 "**Act**" means the *Uncollected Goods Act 1995*;

2.3 "**common property**" means the common property in the strata scheme including any visitor parking spaces on common property;

2.4 "**disposal costs**" means any cost or expense we incur in connection with or arising out of the disposal by us of abandoned goods left on common property including a waste removal contractor's costs, skip bin hire fees and tip fees;

2.5 "**disposal notice**" means a notice that complies with the Act including section 26 of the Act and specifies (among other things) a date on or after which abandoned goods will be disposed of that complies with the time period referred to in section 20 or 21 or 22A of the Act;

2.6 "**dispose**" in relation to abandoned goods means to sell the goods or dispose of the goods in any other lawful manner;

2.7 "**expenses**" means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including disposal costs and vehicle removal costs;

2.8 "**goods**" means goods of any type including personal belongings such as bicycles and rubbish and personal documents;

2.9 "**high value goods**" means abandoned goods with a value of at least $20,000 or such other amount prescribed by regulations made under the Act;

2.10 "**illegally parked vehicle**" means a vehicle left on common property that is placed so that it blocks an exit or entrance or otherwise obstructs the use of common property;

2.11 "**interest**" means interest payable on expenses in accordance with this by-law;

2.12 "**invitee**" includes a guest or contractor;

2.13 "**lot**" means a lot in the strata scheme;

2.14 "**low value goods**" means abandoned goods with a value of less than $1,000 or such other amount prescribed by regulations made under the Act;

2.15 "**motor vehicle**" has the same meaning as in the *Impounding Act 1993*;

2.16 "**move**" in relation to an illegally parked vehicle means to cause the vehicle to be moved to another place on common property or moved so that it no longer blocks an exit or entrance or otherwise obstructs the use of common property including by towing the vehicle;

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2.17 "**occupier**" means a person in occupation of a lot and includes a tenant;

2.18 "**owner**" means an owner of a lot;

2.19 "**personal documents**" has the same attributed to that expression in section 22A of the Act and regulations made under the Act;

2.20 "**record of disposal**" means a record of abandoned goods disposed of that complies with section 30 of the Act;

2.21 "**recovery costs**" means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;

2.22 "**removal notice**" means a notice that must:

(a) not be less than the size of an A4 piece of paper, and

(b) be placed in a position or be in a material so that the contents of the notice are not likely to be detrimentally affected by weather, and

(c) describe the vehicle and state the date and time the notice was issued, and

(d) state that the vehicle will be removed if it is not moved from the common property or so that it no longer obstructs common property before the date and time specified in the notice (being not earlier than 5 days after the notice was placed on or near the vehicle), and

(e) specify contact details for a member of the strata committee, the strata managing agent or a delegate of the owners corporation in relation to the notice;

2.23 "**remove**" in relation to an illegally parked vehicle means to cause the vehicle to be moved to the nearest place to which it may be lawfully moved including by towing the vehicle;

2.24 "**Strata Act**" means the *Strata Schemes Management Act 2015*;

2.25 "**strata scheme**" means the strata scheme to which this by-law applies;

2.26 "**us**" or "**we**" means the owners corporation and includes any agent;

2.27 "**vehicle**" means motor vehicle;

2.28 "**vehicle removal costs**" means any cost or expense we incur in connection with or arising out of the moving or removal by us of an illegally parked vehicle including towing costs; and

2.29 "**you**" means an owner or occupier.

3. Interpretation

In this by-law:

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

3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;

3.3 words importing the singular number include the plural and vice versa;

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3.4 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;

3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;

3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;

3.7 the terms of this by-law apply to the extent permitted by law; and

3.8 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.

4. Prohibiting Abandoned Goods

4.1 You must not leave any goods on common property without our prior written consent unless you are permitted to under another by-law.

4.2 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot does not leave any goods on common property without our prior written consent unless the occupier permitted to under another by-law.

4.3 You must take all reasonable steps to ensure that your invitees do not leave any goods on common property without our prior written consent unless they are permitted to under another by-law.

5. Moving Abandoned Goods Including Goods that Obstruct Access

We may store or move abandoned goods including goods that block an entrance or exit in an appropriate manner.

6. Disposing of Perishable Goods and Rubbish

We may dispose of abandoned goods that are perishable goods or rubbish in such manner as we consider appropriate.

7. Disposing of Abandoned Goods

We may dispose of abandoned goods that are not perishable goods or rubbish or high value goods and which you leave on the common property if we give you a disposal notice concerning the goods and the goods have not been removed from the common property within the period specified in the disposal notice and we dispose of the goods in accordance with the Act.

8. Proceeds of Sale of Abandoned Goods

8.1 We must pay the proceeds of a sale of any abandoned goods we sell into the administrative fund or capital works fund of the owners corporation.

8.2 We may retain from the proceeds of sale the amount of the costs incurred by us for the storage, maintenance, insurance and disposal of the abandoned goods.

8.3 We must deal with the balance (if any) of the proceeds of sale as if we were a business and the money were unclaimed money for the purposes of the *Unclaimed Money Act 1995.*

8.4 Clause 8 of this by-law does not apply to personal documents.

9. Record of Disposal of Abandoned Goods

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We must make a record of disposal of any abandoned goods we dispose of and keep that record for (in the case of low value goods) 12 months and (in all other cases) 6 years after the date the goods were disposed of.

10. Prohibiting Parking on Common Property

10.1 You must not leave or park a vehicle on common property (including an illegally parked vehicle) without our prior written consent unless permitted to under another by-law.

10.2 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot does not leave or park a vehicle on common property (including an illegally parked vehicle) without our prior written consent unless the occupier is permitted to under another by-law.

10.3 You must take all reasonable steps to ensure that your invitees do not leave or park any vehicles on common property (including an illegally parked vehicle) except in any area designated for that purpose by us or in accordance with another by-law.

11. Moving Illegally Parked Vehicles

We may move or remove an illegally parked vehicle if we place a removal notice on or near the vehicle and the requirements of the notice are not complied with within the period specified in the removal notice.

12. Moving Illegally Parked Vehicles in Urgent Circumstances

We may move or remove an illegally parked vehicle before we place a removal notice on or near the vehicle if there are urgent circumstances that justify the moving or removal of the vehicle such as where the vehicle blocks an entrance or exit.

13. Payment of Expenses

If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

14. Interest on Expenses

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

15. Payment of Recovery Costs

You are liable to pay or reimburse us for any recovery costs on demand.

16. Recovery of Expenses, Interest, Etc

We may recover from you as a debt any:

(a) expenses;

(b) interest; and

(c) recovery costs;

for which you are liable.

17. Mode of Recovery of Expenses, Interest, Etc

If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

(a) your account with us;

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(b) levy notices served on you; and

(c) certificates issued under section 184 of the Strata Act in respect of your lot;

for the purpose of recovering from you as a debt any of those amounts.

18. Appropriation of Payments

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

19. Sale of Lot

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

20. Power of Strata Committee

The strata committee may exercise the functions of the owners corporation under this by-law.

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Special by-Law 12 - Automatic Garage Door Openers

1. **Introduction**
   This by law gives you the right to install and maintain, at your own cost, a automatic door opener for your garage door, on certain conditions.

2. **Definitions**
   In this by-law:
   "automatic garage door opener" means an electronic device that operates to automatically open and close your garage door including all motors, chains, cables, wires, switches, lights, remote controls and other components associated with the device.
   "lot" mean all lot in the strata scheme.
   "works" means the alterations and additions to your lot and the adjacent common property involved in the installation of the automatic garage door opener for your garage door.
   "you" means the owner for the time being of a lot (being the current and all successors).

3. **Works Authorisation**
   You are permitted to carryout the works and to retain and operate your automatic garage door opener upon and subject to the conditions set out in this By-Law.

4. **The Conditions**
   a. **Consent to this by-law**
      Before commencing the works, you must give the owners corporation your written consent to the making of this by-law.

   b. **Quality of the Works**
      The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

   c. **Licensed Contractors**
      All contractors engaged on the works must be appropriately qualified and licensed under the *Home Building Act 1989*.

   d. **Time for Completion of the Works**
      You must ensure that the works are done with due diligence and within a reasonable time from the commencement.

   e. **Specifications for the Works**
      You must ensure that the works are carried out and completed in accordance with the specifications for them and that your automatic garage door opener is installed in accordance with the manufacturer's instructions. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia an any applicable Australian Standard. In the even that there is a conflict the Building Code of Australia Shall be applied.

   f. **Noise and Disturbance**
      You must ensure that minimum disturbance is caused to the common property during the works and that the works, and the automatic garage door opener, do not generate any noise that is likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using common property.

   g. **Cost of the Works**
      You must pay all costs associated with the works.

   h. **Location of the Automatic Garage Door Opener**
      Your automatic garage door opener must be installed inside your garage and connected to the power point in your garage and not visible form outside (except when your garage door is open) and not encroach on the common property (apart from minor encroachments to secure the automatic garage door opener to the ceiling of your garage) or another lot.

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i. **Maintenance of Automatic garage Door Opener**
You must, are your own cost, properly maintain your automatic garage door opener and keep it in a state of good and serviceable repair and, where necessary renew or replace any fixtured or fittings comprised in the automatic garage door opener. For the avoidance of doubt, you will be responsible for any remote control or other device that operates your automatic garage door opener.

j. **Maintenance of the Common Property**
You must, at your own cost, properly maintain the works and any common property occupied by the works and keep the works and that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works or that common property.

k. **Repair of Damage**
You must, at your own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident. You must also, at your own cost, make good any damage to your garage door that is caused by a malfunction or misuse of your automatic garage door opener.

l. **Replacement of Garage Door**
If your garage door needs to be or is repaired, replaced or upgraded by the owners corporation, you must, at your own cost, when requested to do so by the owners corporation, detach or remove your automatic garage door opener from your garage door and, once the garage door has been repaired, replaced or upgraded, reinstate your automatic garage door opener.

m. **Removal of Automatic Garage Door Opener**
If you want to remove your automatic garage door opener, you may do so at your own cost, provided that you must repair any damage caused by the removal and fill and make good any holes made during the installation of the automatic garage door opener that are visible after the removal.

n. **Indemnity**
You will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, your automatic garage door opener or any breach of this by-law.

o. **Interference**
You must ensure that any remote control or other device that operates your automatic garage door does not operate, or interfere with the operation of, any other automatic garage door opener.

p. **Compliance with all Laws**
You must 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 your automatic garage door opener.

5. **Breach of this By-Law**
   a. If you breach any condition of this by law and fail to rectify within 30 days of service of a written notice form the owners corporation requiring rectification of that breach, then the owners corporation may:
      i. Rectify that breach,
      ii. Enter on any part of the strata scheme including your lot, by it agents, employees or contractors, in accordance with the Strat Schemes Management Act 2015 for the purpose of rectifying that breach, and recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

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Special By-Law 13 – Liability for Insurance Excess (Lot Property Claims)

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. The intention of the by-law is for the lot owner to assume liability for that expense.

B) Definitions

(i) The following terms are defined to mean:

'Common Property' means the common property in the strata scheme (including 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 Corporation's insurance company following the settlement of a claim applicable to this by-law;

'Lot' means a lot in the strata plan;

'Lot Property' means a lot within the strata scheme (including those parts and elements of the building contained within an owner's lot in accordance with the strata plan that are covered by the Owners Corporations insurance policy) and the contents of a lot as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices and 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 2015.

(ii) Where any terms used in this by-law are defined in the Act, they will have the same meaning as the terms attributed under that Act unless the contrary intention appears in this by-law.

C) Payment of Excesses

(i) An Owner shall be liable to pay any Excess that may be applicable to the settlement of an insurance claim that affects only their Lot Property.

(ii) In the event an insurance claim affects both Lot Property and Common Property under the same insurable event, the Owners Corporation shall be liable to pay the Excess.

(iii) In the event the claim affects Common Property only, the Owners Corporation shall be liable to pay the Excess.

D) Owners Right of Appeal

(i) In the event that an Owner believes an Excess for which the Owner is liable pursuant to this By-law is unjust, the Owner may request that the Owners Corporation waive that liability 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 an Owner pursuant to sub-clause D)(i) above, all liability imposed by this by-law (i.e. the Excess) shall stand.

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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 may recover any Excess outlined in clause C)(i) above, any interest specified in clause E(iii) below and any expenses incurred in recovering those amounts from the relevant Owner as a debt.

(ii) The Owners Corporation must serve upon the Owner a written notice of the amount of the Excess payable and the due date for payment of the Excess.

(iii) The Owners Corporation may charge interest upon any Excess that is not paid by an Owner at the end of one month after it becomes due and payable at the same annual rate that applies to overdue contributions levied by the owners corporation (currently 10% per annum).

(iv) The Owners Corporation may initiate debt recovery proceedings for any Excess, interest and expenses payable under this By-Law pursuant to section 86 of the Act.

(v) The Owners Corporation may record the amount of any Excess, interest and expenses for which an Owner is liable under this by-law on the levy register for the Owner's Lot, on levy notices served on the Owner and on certificates issued under section 184 of the Act in respect of the Owner's Lot.

THE OWNERS - STRATA PLAN No. 43179
Common Seal

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Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 43119 was affixed on 11/10/2024 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: J. McGrath Name: Joel McGrath Authority: Strata Manager

Signature: ..... Name: ..... Authority: .....

THE OWNERS - STRATA PLAN No. 43119
Common Seal

Applicant:

M & W Legals Cronulla Pty Ltd
PO Box 537
CRONULLA NSW 2230

Planning Certificate - Section 10.7 (2) Environmental Planning and Assessment Act, 1979

Certificate no: EPC26/7759
Certificate date: 18-Aug-2026
Your reference: 260043:12193:CB

Subject property address	Legal description
10/38-40 Chapman Street GYMEA NEW SOUTH WALES 2227	Lot 10 SP 43119

Zone:

* Sutherland Shire Local Environmental Plan 2015

Zone SP2 Infrastructure (Classified Road)
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 (Exempt and Complying Development Codes) 2008
* SEPP (Housing) 2021
* Sutherland Shire Local Environmental Plan 2015
* SEPP (Biodiversity and Conservation) 2021
* SEPP (Industry and Employment) 2021
* SEPP (Planning Systems) 2021
* SEPP (Primary Production) 2021
* SEPP (Resources and Energy) 2021
* SEPP (Resilience and Hazards) 2021
* SEPP (Transport and Infrastructure) 2021
* SEPP (Sustainable Buildings) 2022

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

No Draft State Environmental Planning Policies (SEPP) apply.

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

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 SP2 Infrastructure

(i) Permitted without consent:

Nil

(ii) Permitted with consent:

Aquaculture; Food and drink premises; Roads.

The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose

(iii) Prohibited:

Any other development not specified in item (i) or (ii)

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 under this Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:

The land is partially identified by an environmental planning instrument as land reserved for a public purpose. For information on the extent of the reservation, please refer to Sutherland Shire Local Environmental Plan 2015 - Land Reservation Acquisition Map in conjunction with Clause 5.1 of the plan.

(*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 under the Rural Housing Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:

The land is partially identified by an environmental planning instrument as land reserved for a public purpose. For information on the extent of the reservation, please refer to Sutherland Shire Local Environmental Plan 2015 - Land Reservation Acquisition Map in conjunction with Clause 5.1 of the plan.

(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 under the Low Rise Housing Diversity Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:

The land is partially identified by an environmental planning instrument as land reserved for a public purpose. For information on the extent of the reservation, please refer to Sutherland Shire Local Environmental Plan 2015 - Land Reservation Acquisition Map in conjunction with Clause 5.1 of the plan.

(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 under the Pattern Book Development Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:

The land is partially identified by an environmental planning instrument as land reserved for a public purpose. For information on the extent of the reservation, please refer to Sutherland Shire Local Environmental Plan 2015 - Land Reservation Acquisition Map in conjunction with Clause 5.1 of the plan.

(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 under the Greenfield Housing Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:

The land is partially identified by an environmental planning instrument as land reserved for a public purpose. For information on the extent of the reservation, please refer to Sutherland Shire Local Environmental Plan 2015 - Land Reservation Acquisition Map in conjunction with Clause 5.1 of the plan.

(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 under the Inland Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:

The land is partially identified by an environmental planning instrument as land reserved for a public purpose. For information on the extent of the reservation, please refer to Sutherland Shire Local Environmental Plan 2015 - Land Reservation Acquisition Map in conjunction with Clause 5.1 of the plan.

(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 under the Industrial and Business Buildings Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:

The land is partially identified by an environmental planning instrument as land reserved for a public purpose. For information on the extent of the reservation, please refer to Sutherland Shire Local Environmental Plan 2015 - Land Reservation Acquisition Map in conjunction with Clause 5.1 of the plan.

(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 under the Agritourism and Farm Stay Accommodation Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:

The land is partially identified by an environmental planning instrument as land reserved for a public purpose. For information on the extent of the reservation, please refer to Sutherland Shire Local Environmental Plan 2015 - Land Reservation Acquisition Map in conjunction with Clause 5.1 of the plan.

(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?

Clause 5.1 and the Land Reservation Acquisition Map of Sutherland Shire Local Environmental Plan 2015 applies to this land, being land that is wholly or partly identified for acquisition for the purpose of transport reservation. This land is to be acquired by Roads and Maritime Services as identified in Clause 5.1. The extent to which the reservation applies can be identified on the Land Reservation Acquisition Map.

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's records indicate that there is no other relevant information in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Division 6.7 Building information certificates.

For further information please telephone (02) 97100333.

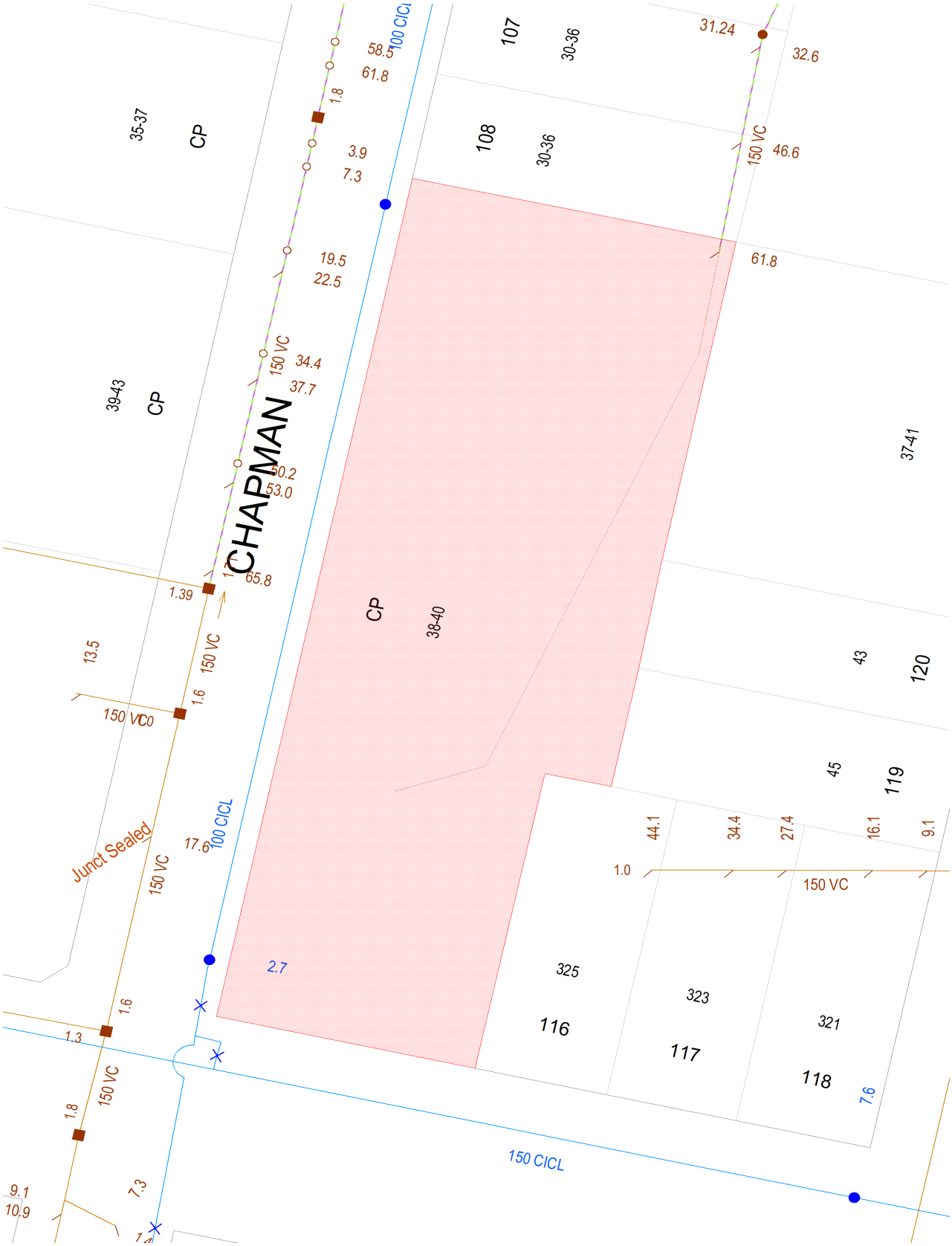
Yours faithfully



Beth Morris
Strategic Planning Manager

Service Location Print

Application Number: 8005472567



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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

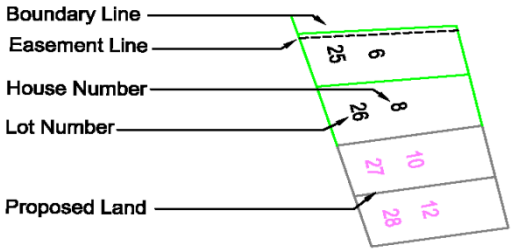
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



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
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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.

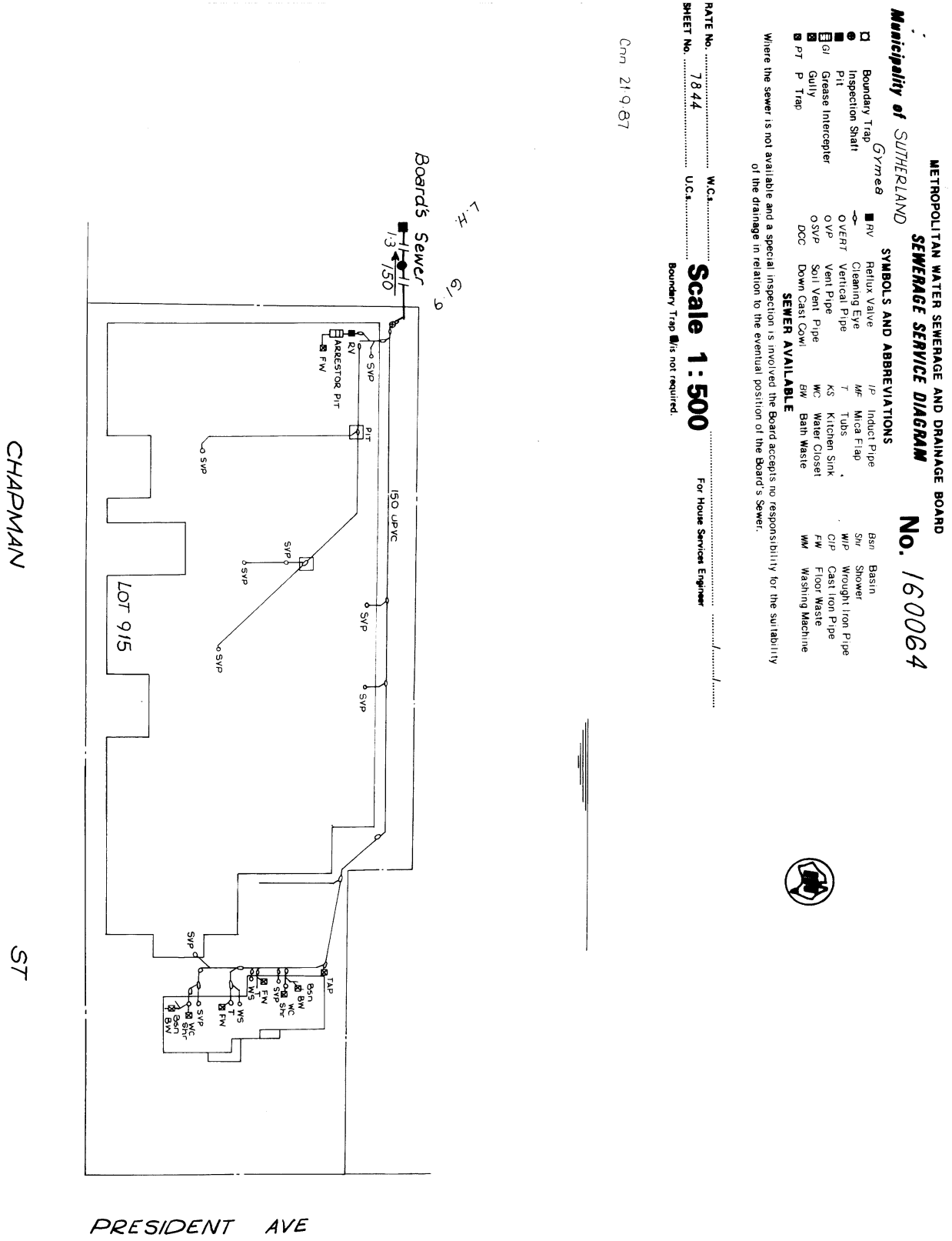
For general enquiries please call the Customer Contact Centre on 132 092

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: 8005472566



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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**.

JRE PROPERTY

Standard Form Agreement

Standard form residential tenancy agreement

Landlord copy

Schedule 1

Important information

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

1 This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 2010, so please read all terms **and** conditions carefully.

2 If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.

3 If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.

4 The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

This agreement is made on

03 April 2025 at **Gymea, 2227**

between **Kirby Mcnamara** and **Richard & Sarah Racomelara**

Landlord

Richard & Sarah Racomelara
rsracomelara@hotmail.com

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

Tenants

Kirby Mcnamara

Landlord's Agent Details

Jeffree Real Estate
2 Warburton Street, Gymea NSW 2227
p: +61 295 402 222, e: pm@jreproperty.com.au

Tenant's Agent Details

Not Applicable

Term of Agreement

The term of this agreement is -

- [ ] 6 months
- [ ] 12 months
- [ ] 2 years
- [ ] 3 years
- [ ] 5 years
- [x] Other (please specify) 52 weeks
- [ ] Periodic (No End Date)

Starting on **the 1st of June 2025** and ending on **the 30th of May 2026**

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

10/38-40 Chapman Street, Gymea NSW 2227

The residential premises include:

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

1 single garage

Rent

The rent is **$500.00 per week**, payable in advance starting on **the 1st of May 2025**
Rent will be increased to **$580.00 per week** from **06 June 2025**.

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

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

a. by electronic funds transfer (EFT):

BSB Number	062177
Account Number	10043811
Account name	Jeffree Real Estate P/L
Bank name	Commonwealth Bank
Payment reference	3048

b. Other:

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]

Already Held

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

Occupants

No more than 1 person(s)

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

Urgent repairs

Nominated tradespeople for urgent repairs:

Plumber
Michael Barnes, SouthPro Plumbing Maitenance
p: 0408 293 416

Electrician
Greg Stewart, GSA Electrical
p: 0438 418 082

Smoke Alarms Australia
, Smoke Alarms Australia
p: 1300652213

Locksmith
, At Call Locksmiths
p: 9521 8927

URGENT Hot Water Repairs
, Hot Water Maintenance
p: 1800 496 496

Utilities

Is electricity supplied to the premises from an embedded network?

☐ Yes ☒ No

Is gas supplied to the premises from an embedded network?

☐ Yes ☒ No

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

Water usage

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

☐ Yes ☒ No

Smoke alarms

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

☐ Hardwired smoke alarm
☒ Battery operated smoke alarm

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

☒ Yes ☐ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:**9v**

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

☐ Yes ☒ No

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

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

☐ Yes ☒ No

Strata by-laws

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

☒ Yes ☐ No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically [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?

[x] Yes [ ] No

If yes, see clauses 50.

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

Email: pm@jreproperty.com.au

Tenant

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

[x] Yes [ ] No

If yes, see clause 50.

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

Condition report

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

Tenancy laws

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

The Agreement

Right to occupy the premises

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

Copy of agreement

2 **The landlord agrees** to give the tenant:

2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and

2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

Rent

3 **The tenant agrees:**

3.1 to pay rent on time, and

3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and

3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4 **The landlord agrees:**

4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and

4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and

4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and

4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and

4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and

4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and

4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

Rent increases

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

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

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

7 **The landlord and the tenant agree:**

7.1 that the increased rent is payable from the day specified in the notice, and

7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and

7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

Rent reductions

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

8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

8.2 cease to be lawfully usable as a residence, or

8.3 are compulsorily appropriated or acquired by an authority.

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

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

10 **The landlord agrees** to pay:

10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and

10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and

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

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

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

10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and

10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and

10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and

10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and

10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11 The tenant agrees to pay:

11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and

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

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

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

11.4 all charges for pumping out a septic system used for the residential premises, and

11.5 any excess garbage charges relating to the tenant's use of the residential premises, and

11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:

11.6.1 are separately metered, or

11.6.2 are not connected to a water supply service and water is delivered by vehicle.

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

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

12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

12.2 the landlord gives the tenant at least 21 days to pay the charges, and

12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

12.4 the residential premises have the following water efficiency measures:

12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,

12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,

12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,

12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

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

Possession of the premises

14 The landlord agrees:

14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

Tenant's right to quiet enjoyment

15 The landlord agrees:

15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

Use of the premises by tenant

16 The tenant agrees:

16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

16.2 not to cause or permit a nuisance, and

16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17 The tenant agrees:

17.1 to keep the residential premises reasonably clean, and

17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

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

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note: *Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).*

Landlord's general obligations for residential premises

19. The landlord agrees:

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

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

(a) are structurally sound, and

(b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and

(c) have adequate ventilation, and

(d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

(e) have adequate plumbing and drainage, and

(f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

(g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

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

(a) are in a reasonable state of repair, and

(b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and

(c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and

(d) are not liable to collapse because they are rotted or otherwise defective.

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

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

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

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

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

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

Urgent repairs

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

20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

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

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

(a) a burst water service,

(b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,

(c) a blocked or broken lavatory system,

(d) a serious roof leak,

(e) a gas leak,

(f) a dangerous electrical fault,

(g) flooding or serious flood damage,

(h) serious storm or fire damage,

(i) a failure or breakdown of the gas, electricity or water supply to the premises,

(j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,

(k) any fault or damage that causes the premises to be unsafe or insecure.

Sale of the premises

21 The landlord agrees:

21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

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

23 The landlord and the tenant agree:

23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

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

Landlord's access to the premises

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

24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

24.2 if the Civil and Administrative Tribunal so orders,

24.3 if there is good reason for the landlord to believe the premises are abandoned,

24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

24.11 if the tenant agrees.

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

25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

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

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

Publishing photographs or visual recordings

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

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

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

Fixtures, Alterations, additions or renovations to the premises

30 **The tenant agrees:**

30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

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

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

Locks and security devices

32 **The landlord agrees:**

32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33 **The tenant agrees:**

33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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

Transfer of tenancy or sub-letting by tenant

35 **The landlord and the tenant agree** that:

35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-

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

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

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

Change in details of landlord or landlord's agent

37 **The landlord agrees:**

37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and

37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

Copy of certain by-laws to be provided

[Cross out if not applicable]

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

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

Mitigation of loss

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

Rental bond

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

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

41.1 details of the amount claimed, and

41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and

41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

Smoke alarms

42 The landlord agrees to:

42.1 ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and

42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and

42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and

42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and

42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and

42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out.

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

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

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

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

43 The tenant agrees

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

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

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

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

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

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

Swimming pools

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

Initialled by Kirby Mcnamara the 5th of April 2025 KM

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

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

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

46.1 ~~the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

46.2 ~~a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

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

Loose-fill asbestos insulation

47 The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

Combustible cladding

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

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

Significant health or safety risks

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

Electronic service of notices and other documents

50 The landlord and the tenant agree:

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

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

Break fee for fixed term of not more than 3 years

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

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

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

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

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

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

Additional Terms

Initialled by Kirby Mcnamara the 5th of April 2025

[Additional terms may be included in this agreement if:

a. **both the landlord and 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]

Initialled by Kirby Mcnamara the 5th of April 2025

53 ~~**The landlord:** agrees that the tenant may keep the following animal on the residential premises [specify the breed, size etc].~~

54 ~~**The tenant agrees:**~~

54.1 ~~to supervise and keep the animal within the premises, and~~

54.2 ~~to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and~~

54.3 ~~to ensure that the animal is registered and micro-chipped if required under law, and~~

54.4 ~~to comply with any council requirements.~~

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

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

Additional term - Rent increases during the fixed term

Initialled by Kirby Mcnamara the 5th of April 2025

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

57.1 On 06 June 2025, rent is to be increased to **$580.00 per week**.

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

[For a Fixed Term of less than 2 years]

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

[For a Fixed Term of 2 years or more]

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

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

Additional term - No set off

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

Additional term - Smoking

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

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

62 If the tenant smokes or allows others to smoke inside the premises in breach of clause 60, upon termination of this agreement, the

tenant will be responsible for the cost of professionally cleaning all surfaces, floors and windows of the premises.

Additional term - Tenancy Databases

63 The landlord may list the tenant's personal information in a residential tenancy database if:

63.1 the tenant was named as a tenant in this agreement that has terminated or the tenant's co-tenancy was terminated;

63.2 the tenant breached this agreement;

63.3 because of the breach, the tenant owes the landlord an amount that is more than the rental bond for this agreement or the Tribunal has made a termination order; and

63.4 the personal information identifies the nature of the breach and is accurate, complete and unambiguous.

Additional term - Condition Report

64 If a condition report, signed by both the tenant and the landlord, is included with or annexed to this agreement, **the parties agree** that:

64.1 it forms part of this agreement; and

64.2 it represents a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

65 If the landlord or the landlord's agent provides a condition report, signed by the landlord to the tenant and the tenant does not return a copy of the condition report, signed by the tenant, within 7 days of taking possession of the premises, then the condition report signed by the landlord is deemed to:

65.1 form part of this agreement; and

65.2 represent a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

Additional term - Previous Condition Report

Initialled by Kirby Mcnamara the 5th of April 2025

66 **the parties agree** that the condition report dated **04 June 2021** and carried out to record the state of repair and condition of the residential premises under a previous residential tenancy agreement between the landlord and the tenant, forms part of this agreement.

Additional term - Health Issues

67 **The tenant must**

67.1 routinely clean the premises to avoid any mould, mildew or damp build-up;

67.2 ensure that exhaust fans are turned on and windows are opened when the relevant rooms in the premises are in use, e.g. bathrooms, to minimise condensation;

67.3 ensure that the premises are free of any pests and vermin; and

67.4 promptly notify the landlord or the landlord's agent if there are any signs of mould, mildew, dampness, pests or vermin in the premises.

Additional term - Telecommunication Facilities

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

Additional term - Repairs

69 **The tenant** may not request the landlord to carry out non-urgent repairs at the premises on times other than between 9am to 5pm on business days.

70 If the landlord has, acting reasonably, requested the tenant to provide access to the premises for the purpose of repairs, the tenant is liable for any call out fees incurred by the landlord as a result of the tenant failing to provide access to the premises for any reason at the specified time and date.

Additional term - Procedure on Termination

71 Upon termination of this agreement, **the tenant must** vacate the premises in a peaceful manner and return all keys, security cards and other opening devices to the landlord or the landlord's agent.

72 If the tenant fails to comply with clause 71, **the tenant must** continue to pay rent to the landlord, at the amount payable immediately prior to termination of this agreement until:

72.1 all the keys, security cards and other opening devices are returned to the landlord or the landlord's agent; or

72.2 the landlord or the landlord's agent has replaced/changed the locks to the premises and the landlord is able to gain access to the premises.

73 The tenant is liable, and must compensate the landlord, for the costs incurred by the landlord in replacing/changing the locks under clause 72.2.

74 The landlord may apply to the Civil and Administration Tribunal (NCAT) for an order to recover:

74.1 the rent payable by the tenant for the period from the date of termination to the date the landlord gains access to the premises; and

74.2 the costs incurred by the landlord in replacing/changing the locks under clause 72.2.

Additional term - Dishonoured Payments

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

Additional term - Gardens

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

Additional term - care of swimming pool

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

77.1 ~~keep the swimming pool clean and regularly sweep up any leaves or other debris which have fallen into the swimming pool;~~

77.2 ~~regularly clean the sides of the swimming pool to minimise build-up of slime and other residue;~~

77.3 ~~regularly clean the pool filters and empty out the leaf baskets;~~

77.4 ~~maintain the cleanliness and clarity of the water to a standard set by the landlord (acting reasonably) by testing the pool water monthly and treating, at the tenant's cost, the pool with the necessary chemicals, if required;~~

77.5 ~~maintain the water level above the filter inlet at all times;~~

77.6 ~~promptly notify the landlord or the landlord's agent of any issues with the pool or pool equipment;~~

77.7 ~~ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use;~~

77.8 ~~not leave any items near the swimming pool or the safety door/gate which would allow a child to gain access to the swimming pool; and~~

77.9 ~~take all reasonable steps to ensure no unaccompanied child can gain access to the pool area.~~

Additional term - electronic signatures

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

79 Any signature given electronically under this agreement must comply with section 9 of the Electronic Transactions Act 2000 (NSW),

Additional term - Asbestos

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

Additional term - Consent to publish photographs of residential premises

81 The tenant consents to the landlord or landlord's agent publishing any photograph or visual recording made of the interior of the residential premises in which any of the tenant's possessions are visible.

82 The tenant's consent does not apply to photographs or visual recordings taken by the landlord or landlord's agent without first providing the tenant with reasonable notice.

Additional term - Garage

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

Additional term - Storage

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

Additional term - Privacy

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

Special Conditions and Terms

Signed by Kirby Mcnamara the 5th of April 2025



Locks

It is in breach of this agreement for a tenant to alter, remove or add any lock or security device on premises without reasonable excuse or consent from the landlord or agent. If any lock is altered the tenant must give the agent a copy of the key or opening device within 7 days of the change.

Break lease

Should the tenant require to vacate the premises prior of the expiry of the fixed term agreement, the tenant is responsible to pay a set break lease fee based on the stage of the agreement. 4 weeks rent if less than 25% of the lease has expired, 3 weeks rent if 25% or more but less than 50% of the lease has expired, 2 weeks rent if 50% or more but less than 75% of the lease has expired and 1 weeks rent if 75% or more of the lease has expired.

Water usage

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.

Smoke Alarms

The tenant agrees to notify the agent if a repair or replacement of a smoke alarm is required, including replacing a battery. The tenant also agrees not to remove or interfere with the operation of a smoke alarm installed at the premises unless they have reasonable excuse to do so.

Mail Redirection

The Tenant agrees to redirect to Jeffree Real Estate without unreasonable delay, all mail received at the property not addressed to themselves.

Change of details

The tenant agrees to advise Jeffree Real Estate of any changes to their contact details, be this phone or email address when these changes occur.

Pets

The tenant agrees to keep no animals or birds on the premises without prior written consent of the landlord.

Notice of intention to vacate

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.

Alterations

The tenant agrees not to install or remove any fixture or renovate, alter or add to the residential premises without the landlord or agents written permission. And the tenant agrees they must have any damage caused by alterations or removal of fixtures repaired at their cost.

Invitees

The tenant and/or their invitees are not permitted to smoke tobacco or any other substance 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.

Furniture

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.

Urgent Repairs

In accordance with this agreement the tenant understands that all repairs (other than urgent repairs Clause 20.6) are to be referred to Jeffree Real Estate in writing.

Communications

The availability of telephones or fax lines, internet services, analogue, digital or cable television (and adequacy of such services) are the sole responsibility of the tenant and 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 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.

Keys, Remotes and Fobs

The tenant agrees that rent will be charged until all keys/remotes are returned in working order. Remote batteries during the tenancy are the responsibility of the tenant.

Unauthorised Parking

The tenant agrees that they must not park or stand moving vans/trucks or any other vehicles on the common areas without written approval from the agent.

Sub Letting

The tenant agrees to use the residential premises for residential purposes only and is 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 through such sites as Airbnb, without the landlord or agents consent.
Tenant

NBN Box

If your property has an NBN box it must be left at the premises including all cables and AC adaptors as it will not work at another property. Tenant is liable for costs of replacement or removal from the property.

Lawns and Gardens

Tenant agrees they are responsible to cut the lawns and maintain the gardens within the residential premises, including the front and rear yard (where applicable). If the tenant is unable to maintain the lawns and gardens, they agree to engage a contractor to ensure it is regularly maintained.

Notes

1. Definitions

In this agreement:

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

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

(a) the letting of residential premises, or

(b) the collection of rents payable for any tenancy of residential premises.

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

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

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

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

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

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

2. Continuation of tenancy (if fixed term agreement)

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

3. Ending a fixed term agreement

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

4. Ending a periodic agreement

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

5. Other grounds for ending agreement

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

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

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

6. Warning

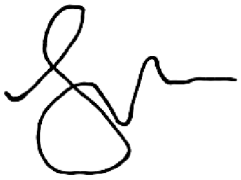
It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

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

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

SIGNED BY THE LANDLORD

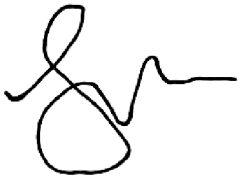
Landlord's agent
Kimberly Williams
the 7th of April 2025



LANDLORD INFORMATION STATEMENT

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

Landlord's agent
Kimberly Williams
the 7th of April 2025



SIGNED BY THE TENANT

Tenant #1
Kirby Mcnamara
the 5th of April 2025



TENANT INFORMATION STATEMENT

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

Tenant #1
Kirby Mcnamara
the 5th of April 2025



For information about your rights and obligations as a landlord or tenant, contact:
(a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
(b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
(c) your local Tenants Advice and Advocacy Service at www.tenants.org.au.

Confirmations

Tenant

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

Agreed by Kirby Mcnamara

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
    (a) to what year has a return been made?
    (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
    (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

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(c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

(d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).

(f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.

(g) Has any work been carried out by the vendor on the Property or the common property? If so:
  (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  (ii) does the vendor have any continuing obligations in relation to the common property affected?

17. Is the vendor aware of any proposals to:
(a) resume the whole or any part of the Property or the common property?
(b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
(c) deal with, acquire, transfer, lease or dedicate any of the common property?
(d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
(e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
(f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
(g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?

18.
(a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
(b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?

19. In relation to any swimming pool on the Property or the common property:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
(c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

20.
(a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
(b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
(b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
(c) Is the vendor aware of:
  (i) any road, drain, sewer or storm water channel which intersects or runs through them?
  (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
  (iii) any latent defects in them?

(d) Has the vendor any notice or knowledge of them being affected by the following:
   (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
   (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
   (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
   (iv) any realignment or proposed realignment of any road adjoining them?
   (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?

22.
(a) If a licence benefits the Property please provide a copy and indicate:
   (i) whether there are any existing breaches by any party to it;
   (ii) whether there are any matters in dispute; and
   (ii) whether the licensor holds any deposit, bond or guarantee.
(b) In relation to such licence:
   (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
   (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
25. Are there any:
   (a) orders of the Tribunal;
   (b) notices of or investigations by the Owners Corporation;
   (c) notices or orders issued by any Court; or
   (d) notices or orders issued by the Council or any public authority or water authority,

   affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
   (a) a collective sale of the strata scheme; or
   (b) a redevelopment of the strata scheme (including a strata renewal proposal)?

   If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
   (a) who has been appointed to each role;
   (b) when does the term or each appointment expire; and
   (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.

36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the Act relating to:
    (a) insurances;
    (b) fire safety;
    (c) occupational health and safety;
    (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
    (e) the preparation and review of the 10 year plan for the capital works fund; and
    (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

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

Off the plan contract

54. If the Contract is an off the plan contract:
    (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
    (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
    (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.