

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate Engage Eastlakes Unit 3, 603 Pacific Highway Belmont, NSW 2280	phone: 02 4947 7877 email: chris@fnee.com.au ref: Chris Rowbottom
co-agent		
vendor	[REDACTED]	
vendor's solicitor	Focus Conveyancing 5 Barford Way HARRINGTON PARK NSW 2567	phone: 02 4647 1117 email: vanessa@focusconveyancing.com.au ref: 253209
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 16 41 WALTER ST BELMONT NSW 2280 Lot 16 STRATA PLAN 61569 Folio Identifier 16/SP61569	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: carspace x 2	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input checked="" type="checkbox"/> other: dryer, microwave	<input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
exclusions		
purchaser		
purchaser's solicitor		
price		
deposit		
balance	_____ (10% of the price, unless otherwise stated)	
contract date	_____ (if not stated, the date this contract was made)	

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 4)

Manual transaction (clause 30)

NO yes

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make an **GSTRW payment**

NO yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

BCS Strata Newcastle
 Unit Unit 2, 108 Hannell Street, Wickham, NSW 2293
 bcs_newcastle@bcsm.com.au
 1300 889 227

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

UNIT 16, 47 WALTER ST BELMONT NSW 2280

33. REPRESENTATION

The Purchaser acknowledges that he is purchasing the property as a result of his own inspections, knowledge and enquiries and that the Purchaser does not rely on any representation made by or on behalf of the Vendor and the parties agree that there have been no warranties and no agreements, conditions and undertakings made between the parties hereto other than those in writing contained in this Contract.

34. STATE OF REPAIR

Notwithstanding any other clause in this Contract the property together with the improvements thereto and any items included in the sale are sold in its present state of repair and condition and no objection or requisition or claim for compensation shall be made by the Purchaser on account of any faults whether latent or patent and the Purchaser acknowledges that they buy the same relying on their own inspections, knowledge and enquiries and no objection requisition or claim for compensation shall be made in this regard.

35. NOTICE TO COMPLETE

In the event of either party failing to complete this Contract within the time specified herein, then the other party shall be entitled at any time thereafter to serve a Notice to Complete requiring the other party to complete the contract within fourteen (14) days from the date of service of the notice, which time period is considered reasonable by both parties. For the purpose of this Contract, such Notice to Complete shall be deemed both at law and in equity sufficient to make time of the essence of this Contract. In addition, if it becomes necessary for the vendor to issue a Notice to Complete pursuant to this Clause, then the Purchaser shall pay to the Vendor the sum of four hundred dollars (\$400.00) plus GST being the cost to issue such Notice.

36. LIQUIDATED DAMAGES

In the event that completion is not effected on the nominated day for settlement solely to the Purchaser's fault, then the Purchaser shall pay to the Vendor interest on the balance of the purchase monies at the rate of ten per centum (10%) per annum calculated from and including the date nominated for completion until and including the actual day of completion or prior termination of this Contract.

37. WARRANTY AS TO AGENT

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

38. INCAPACITY

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

39. DEPOSIT

In the event that the Vendor agrees to accept a reduced deposit at exchange then the balance of the deposit is to be paid on completion or on the occasion of the Purchaser defaulting in observing any of the terms and conditions of the Contract. In the event of default by the Purchaser, the balance of the deposit shall immediately become payable to the Vendor and shall be payable notwithstanding that the Contract may be terminated as a consequence of the Purchaser's default.

40. DEPOSIT BOND

The parties agree that in the event the Purchaser requests to use a Deposit Bond and the Vendor accepts the use of a Deposit Bond, a Deposit Bond Guarantee is to be used as a form of deposit on the following terms:

- 40.1 The word Bond means the Deposit Bond Guarantee issued to the Vendor at the request of the Purchaser by the Bond provider.
- 40.2 Subject to the following conditions the delivery of the Bond on exchange to the person nominated in this contract to hold the deposit or the Vendor's legal representative will be deemed to be payment of the 10% deposit in accordance with this Contract.
- 40.3 The Purchaser must pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- 40.4 If the Vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the Bond provider under the Bond, the Purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

41. RELEASE OF DEPOSIT

Notwithstanding any other provision contained in this Contract to the contrary the Purchaser will raise no objection to the following:

- 41.1 The deposit monies referred to herein being released on exchange of contracts for the purpose of the Vendor's purchasing another property or utilising such deposit monies for payment of stamp duty on their purchase.
- 41.2 Should the Vendor need to utilise the deposit paid by the Purchaser for completion, then the Vendor's conveyancer is authorised to arrange with the deposit holder to release the deposit to the Vendor's conveyancer, or as they shall direct prior to completion.
This clause shall be sufficient authority to the agent to release the deposit as aforesaid.

42. AMENDMENTS TO STANDARD CONDITIONS

The Vendor and the Purchaser agree that the provisions of the printed form of Contract are amended as follows:

- a) Amend clause 7.1.1 by deleting '5%' and inserting in lieu '1%'.
- b) Clause 11.2 is deleted.
- c) Clause 14.4.2 is deleted.
- d) Clause 23.13 is amended by deleting 'vendor' and inserting in lieu 'purchaser'.
- e) Clause 23.14 is deleted.
- f) Clause 31.2 is deleted.

43. FAILED SETTLEMENTS

The Purchaser acknowledges and agrees that if settlement has been arranged at a particular time and place agreed upon by the parties and the settlement does not proceed due to the Purchaser or the Purchaser's financier or previous parties in proceedings then the purchaser will reimburse the Vendor for all fees incurred by them due to the failed attempt at settlement in the sum of three hundred dollars (\$300.00) plus GST for each failed settlement. This clause will not apply should an electronic settlement be rescheduled for the same day.

44. SECTION 66S

In the event that this Contract is exchanged subject to the provisions of Section 66S then the Vendor retains the right to extend the completion date by the time expired under the cooling off period or to elect to retain the completion date as is incorporated in the Contract. This condition is an essential term of this Contract and is not negotiable. The Vendor will make this election in writing within seven (7) days of the expiration of the cooling off period.

45. IMPROVEMENTS

In respect of any improvements on the land being sold:

- 45.1 If there is a Survey Report annexed to the Contract, the Vendor does not warrant the accuracy, completeness or currency of the report.
- 45.2 The Purchasers shall satisfy themselves and shall be deemed to have satisfied themselves as to the property's compliance with the requirements of any responsible authority or any restrictions on use. Whether under the provisions of the Environmental Planning and Assessment Act, as amended, the Local Government Act, as amended or any other statute, ordinance, regulation or registered instrument, whether relating to the zoning, use, construction, limitation or compliance of residential buildings, or any covenant, easement or restrictions. The Purchasers warrant that they have satisfied themselves in those respects.
- 45.3 If the local council or other authority issues any notice, order or request requiring work to be done or money to be spent then the vendor may rescind this contract and clause 19 will apply.
- 45.4 The Purchaser's cannot make any claim, objection or requisition, rescind, terminate or delay completion in relation to any matter referred to or omitted from the Survey Report, or in respect of any improvements erected on the land.

46. FOREIGN PURCHASER

The purchaser warrants:

- 46.1 That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- 46.2 That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

47. REQUISITIONS ON TITLE

The Purchaser agrees that the only form of general requisitions on title the Purchaser may make under Printed Clause 5 are in the form annexed to this Contract (Requisitions).

48. CHRISTMAS HOLIDAY PERIOD

Should the expiration of the cooling off period, completion date or expiration of a Notice served by either party fall between 5.01pm on the 22 December of that year and 5.00pm on the 12 January of the following year both parties hereby agree that the expiration of the cooling off period, completion date or expiry of the notice period will be extended to the 15 January of the following year.

49. ADDITIONAL AND INCORRECT CALCULATIONS

The parties agree that if, on completion any apportionment of payment due to be made under the Contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and pay such amount to the other party as is required by the correct calculations to be payable. This clause shall not merge on completion.

50. PURCHASER'S WARRANTY

The purchaser warrants to the vendor that:

- a) The purchaser does not require finance to purchase this property; or
- b) The purchaser has obtained approval for finance to purchase this property.

The purchaser acknowledges that as a result of making this warranty and disclosure the vendor has been induced to enter into this Contract and may enter into further contractual obligations on or after the date of this Contract. The purchaser agrees and acknowledges that the purchaser shall not be entitled to terminate this agreement on any ground relating to non-availability of credit or finance.

51. ELECTRONIC EXECUTION

This contract is governed by the Electronic Transactions Act 2000. Each party agrees that for the purposes of law of this jurisdiction this contract is a valid transaction if executed and sent by electronic communication.

52. SEWERAGE DIAGRAM

The vendor warrants and the purchaser acknowledges that the diagram annexed to the contract may only disclose the sewer mains and this is the only diagram available for the property from Hunter Water at the date of this Contract and the purchaser agrees to make no objection, requisition or claim for compensation in respect of any matter disclosed therein or ascertainable therefrom.

53. GUARANTEE FOR CORPORATE PURCHASER

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

SIGNED by _____)
the guarantors in the presence of: _____)
_____)
_____)
_____)
_____)
_____)
Signature
_____)
Signature of Witness
_____)
Print Name of Witness

Conditions of sale of land by auction

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

In addition to the conditions above, the following conditions apply to the sale by auction of residential property or rural land:

- (i) All bidders must be registered in the bidders record and display the identifying number allocated to the person when making a bid. The bidders record means the bidders record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2022 and section 68 of the Property and Stock Agents Act 2002.
- (j) Subject to clause (l) below, the auctioneer may make only one vendor bid at an auction of residential property or rural land, and no other vendor bid may be made by the auctioneer or another person.
- (k) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce 'vendor bid'.

In addition to the conditions set out above, the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

- (l) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (m) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (n) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
-

-
- (o) Before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators, or a person registered to bid on behalf of a co-owner, executor or administrator.
-

Section 66W Certificate

I, of , certify as follows:

1. I am a (solicitor OR licensed Conveyancer).
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 16/41 Walter Street, Belmont, from [REDACTED] and [REDACTED] to in order that there is no cooling off period in relation to that contract.
3. I do not act for [REDACTED] and [REDACTED] and am not employed in the legal practice of a solicitor acting for [REDACTED] and [REDACTED] nor am I a member or employee of a firm of which a solicitor acting for [REDACTED] and [REDACTED] is a member or employee.
4. I have explained to :
 - (a) the effect of the contract for the purchase of that property;
 - (b) the nature of this certificate; and
 - (c) the effect of giving this certificate to the vendor, that is there is no cooling off period in relation to the contract.

Dated: _____

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

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

Applications, Orders etc

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

Owners Corporation management

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

Capacity

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

Requisitions and transfer

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



FOLIO: 16/SP61569

SEARCH DATE	TIME	EDITION NO	DATE
3/2/2025	4:20 PM	5	24/9/2018

LAND

LOT 16 IN STRATA PLAN 61569
AT BELMONT
LOCAL GOVERNMENT AREA LAKE MACQUARIE

FIRST SCHEDULE

[REDACTED]

AS JOINT TENANTS

(T AE821511)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP61569
- 2 AF64735 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP61569

SEARCH DATE	TIME	EDITION NO	DATE
3/2/2025	4:20 PM	15	20/6/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 61569
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BELMONT
LOCAL GOVERNMENT AREA LAKE MACQUARIE
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM SP61569

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 61569
ADDRESS FOR SERVICE OF DOCUMENTS:
41 WALTER STREET
BELMONT 2280

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN911227 INITIAL PERIOD EXPIRED
- 3 AT187952 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 118)

STRATA PLAN 61569

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 3	2	- 3	3	- 4	4	- 4
5	- 7	6	- SP68036	7	- SP68036	8	- 4
9	- 4	10	- 7	11	- 4	12	- 4
13	- 4	14	- 4	15	- 5	16	- 5
17	- 5	18	- 5	19	- 5	20	- 5
21	- 5	22	- 5	23	- 5	24	- SP68036
25	- 5	26	- 5				

STRATA PLAN 68036

LOT	ENT	LOT	ENT	LOT	ENT
27	- 3	28	- 3	29	- 5

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

253209...

PRINTED ON 3/2/2025

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

FORM 1
 COUNCIL'S CERTIFICATE

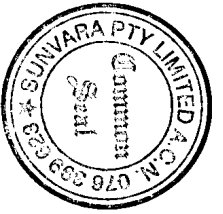
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION
 SURVEYOR'S CERTIFICATE

Lake Macquarie City Council (Name of Council)
 having satisfied itself that the requirements of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1984 have been complied with, approves of the proposed
 strata plan
 created pursuant to subsection 100(1) of the Strata Schemes (Freehold Development) Act 1973 or subsection 100(1) of the Strata Schemes (Leasehold Development) Act 1984 in the manner to this certificate.
 The Strata Schemes (Freehold Development) Act 1973 or the Strata Schemes (Leasehold Development) Act 1984 requires that the plan be certified with the consent of the Council and that the plan gives effect to the strata development control to which it relates.
 The Council does not object to the arrangement of the building beyond the alignment of the strata plan.
 This approval is given on the condition that the use of (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (ab) (ac) (ad) (ae) (af) (ag) (ah) (ai) (aj) (ak) (al) (am) (an) (ao) (ap) (aq) (ar) (as) (at) (au) (av) (aw) (ax) (ay) (az) (ba) (bb) (bc) (bd) (be) (bf) (bg) (bh) (bi) (bj) (bk) (bl) (bm) (bn) (bo) (bp) (bq) (br) (bs) (bt) (bu) (bv) (bw) (bx) (by) (bz) (ca) (cb) (cc) (cd) (ce) (cf) (cg) (ch) (ci) (cj) (ck) (cl) (cm) (cn) (co) (cp) (cq) (cr) (cs) (ct) (cu) (cv) (cw) (cx) (cy) (cz) (da) (db) (dc) (dd) (de) (df) (dg) (dh) (di) (dj) (dk) (dl) (dm) (dn) (do) (dp) (dq) (dr) (ds) (dt) (du) (dv) (dw) (dx) (dy) (dz) (ea) (eb) (ec) (ed) (ee) (ef) (eg) (eh) (ei) (ej) (ek) (el) (em) (en) (eo) (ep) (eq) (er) (es) (et) (eu) (ev) (ew) (ex) (ey) (ez) (fa) (fb) (fc) (fd) (fe) (ff) (fg) (fh) (fi) (fj) (fk) (fl) (fm) (fn) (fo) (fp) (fq) (fr) (fs) (ft) (fu) (fv) (fw) (fx) (fy) (fz) (ga) (gb) (gc) (gd) (ge) (gf) (gg) (gh) (gi) (gj) (gk) (gl) (gm) (gn) (go) (gp) (gq) (gr) (gs) (gt) (gu) (gv) (gw) (gx) (gy) (gz) (ha) (hb) (hc) (hd) (he) (hf) (hg) (hh) (hi) (hj) (hk) (hl) (hm) (hn) (ho) (hp) (hq) (hr) (hs) (ht) (hu) (hv) (hw) (hx) (hy) (hz) (ia) (ib) (ic) (id) (ie) (if) (ig) (ih) (ii) (ij) (ik) (il) (im) (in) (io) (ip) (iq) (ir) (is) (it) (iu) (iv) (iw) (ix) (iy) (iz) (ja) (jb) (jc) (jd) (je) (jf) (jg) (jh) (ji) (jj) (jk) (jl) (jm) (jn) (jo) (jp) (jq) (jr) (js) (jt) (ju) (jv) (jw) (jx) (jy) (jz) (ka) (kb) (kc) (kd) (ke) (kf) (kg) (kh) (ki) (kj) (kk) (kl) (km) (kn) (ko) (kp) (kq) (kr) (ks) (kt) (ku) (kv) (kw) (kx) (ky) (kz) (la) (lb) (lc) (ld) (le) (lf) (lg) (lh) (li) (lj) (lk) (ll) (lm) (ln) (lo) (lp) (lq) (lr) (ls) (lt) (lu) (lv) (lw) (lx) (ly) (lz) (ma) (mb) (mc) (md) (me) (mf) (mg) (mh) (mi) (mj) (mk) (ml) (mn) (mo) (mp) (mq) (mr) (ms) (mt) (mu) (mv) (mw) (mx) (my) (mz) (na) (nb) (nc) (nd) (ne) (nf) (ng) (nh) (ni) (nj) (nk) (nl) (nm) (no) (np) (nq) (nr) (ns) (nt) (nu) (nv) (nw) (nx) (ny) (nz) (oa) (ob) (oc) (od) (oe) (of) (og) (oh) (oi) (oj) (ok) (ol) (om) (on) (oo) (op) (oq) (or) (os) (ot) (ou) (ov) (ow) (ox) (oy) (oz) (pa) (pb) (pc) (pd) (pe) (pf) (pg) (ph) (pi) (pj) (pk) (pl) (pm) (pn) (po) (pp) (pq) (pr) (ps) (pt) (pu) (pv) (pw) (px) (py) (pz) (qa) (qb) (qc) (qd) (qe) (qf) (qg) (qh) (qi) (qj) (qk) (ql) (qm) (qn) (qo) (qp) (qq) (qr) (qs) (qt) (qu) (qv) (qw) (qx) (qy) (qz) (ra) (rb) (rc) (rd) (re) (rf) (rg) (rh) (ri) (rj) (rk) (rl) (rm) (rn) (ro) (rp) (rq) (rr) (rs) (rt) (ru) (rv) (rw) (rx) (ry) (rz) (sa) (sb) (sc) (sd) (se) (sf) (sg) (sh) (si) (sj) (sk) (sl) (sm) (sn) (so) (sp) (sq) (sr) (ss) (st) (su) (sv) (sw) (sx) (sy) (sz) (ta) (tb) (tc) (td) (te) (tf) (tg) (th) (ti) (tj) (tk) (tl) (tm) (tn) (to) (tp) (tq) (tr) (ts) (tt) (tu) (tv) (tw) (tx) (ty) (tz) (ua) (ub) (uc) (ud) (ue) (uf) (ug) (uh) (ui) (uj) (uk) (ul) (um) (un) (uo) (up) (uq) (ur) (us) (ut) (uu) (uv) (uw) (ux) (uy) (uz) (va) (vb) (vc) (vd) (ve) (vf) (vg) (vh) (vi) (vj) (vk) (vl) (vm) (vn) (vo) (vp) (vq) (vr) (vs) (vt) (vu) (vv) (vw) (vx) (vy) (vz) (wa) (wb) (wc) (wd) (we) (wf) (wg) (wh) (wi) (wj) (wk) (wl) (wm) (wn) (wo) (wp) (wq) (wr) (ws) (wt) (wu) (wv) (ww) (wx) (wy) (wz) (xa) (xb) (xc) (xd) (xe) (xf) (xg) (xh) (xi) (xj) (xk) (xl) (xm) (xn) (xo) (xp) (xq) (xr) (xs) (xt) (xu) (xv) (xw) (xx) (xy) (xz) (ya) (yb) (yc) (yd) (ye) (yf) (yg) (yh) (yi) (yj) (yk) (yl) (ym) (yn) (yo) (yp) (yq) (yr) (ys) (yt) (yu) (yv) (yw) (yx) (yz) (za) (zb) (zc) (zd) (ze) (zf) (zg) (zh) (zi) (zj) (zk) (zl) (zm) (zn) (zo) (zp) (zq) (zr) (zs) (zt) (zu) (zv) (zw) (zx) (zy) (zz) (00) (01) (02) (03) (04) (05) (06) (07) (08) (09) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100)

1. GREGORY JOHN SMITH
 of EVANS & SMITH PTY LTD, 804 MORRISSETT NSW 2264
 a surveyor registered under the Surveyors Act 1923, hereby certifies that:
 (a) each applicable requirement of
 * Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
 * Schedule 1A to the Strata Schemes (Leasehold Development) Act 1984
 has been met;
 (b) the building accessible to a public place
 (c) the building structures on land being part of a public
 place, in respect of which, the surveyor is
 * not responsible for registration;
 * has been covered under section 100 of the
 * Surveyors Act 1923;
 (d) the survey information provided in the accompanying location
 plan is accurate.
 Signature: *[Signature]*
 Date: 1st NOVEMBER 1999
 SHEET 1 OF 7

PLAN OF SUBDIVISION OF
 LOT 1 DP 881008
 LGA LAKE MACQUARIE
 Locality: BELMONT
 Parish: KAHIBAH
 County: NORTHUMBERLAND
 Reduction Ratio: 1: Lengths are in metres
 Name of, and address for
 service of notices on, the
 Owners Corporation
 Address required on
 original strata plan only.
 THE OWNERS STRATA PLAN No. 61569
 41 WALTER STREET
 BELMONT NSW 2280

SP61569
 Registered: # 25-11-1999
 CAUSEE CERTIFICATE
 Purpose: STRATA PLAN
 Ref. Mod: U5442 - 93 #
 Last Plan: DP 881008



Barker Lucock
Mr. Howard
 DIRECTOR

Signed and Sealed by the said Bank
 at Sydney by its Attorney
Kenneth Angus
FRANZBLAND
 who is specially empowered to do so
 in and to the said Attorney's
 Special Power of Attorney
 as Book 4081 Fol. 876 under which this document is
 recorded.
 20/1 MARKET STREET
 SYDNEY
 BANK OFFICER
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
 ACN 025 537 522
 by its Attorney
 and I, the said Attorney state that I have not received
 any notice of the revocation of the Power of Attorney
 registered in the Office of the Registrar-General, NSW,
 as Book 4081 Fol. 876 under which this document is
 recorded.
 ASSISTANT MANAGER BRANCH SECURITIES FOR THE
 THE KING OF AUSTRALIA AND NEW ZEALAND BANKING
 GROUP LIMITED.

Residential Model By-Laws adopted for this scheme
 Keeping of Animals : Option A/B/C
 Schedule of By-Laws in sheets filed with plan
 The By-Laws apply

LOCATION PLAN SEE SHEET 2

Table of mm

0	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160
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Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

SP61569

SHEET 2 of 7

GRID NORTH

* OPEN SPACE
C OPEN CAR SPACE



LOCATION PLAN

Reduction Ratio 1:500

Lengths are in metres

SURVEYOR'S REFERENCE

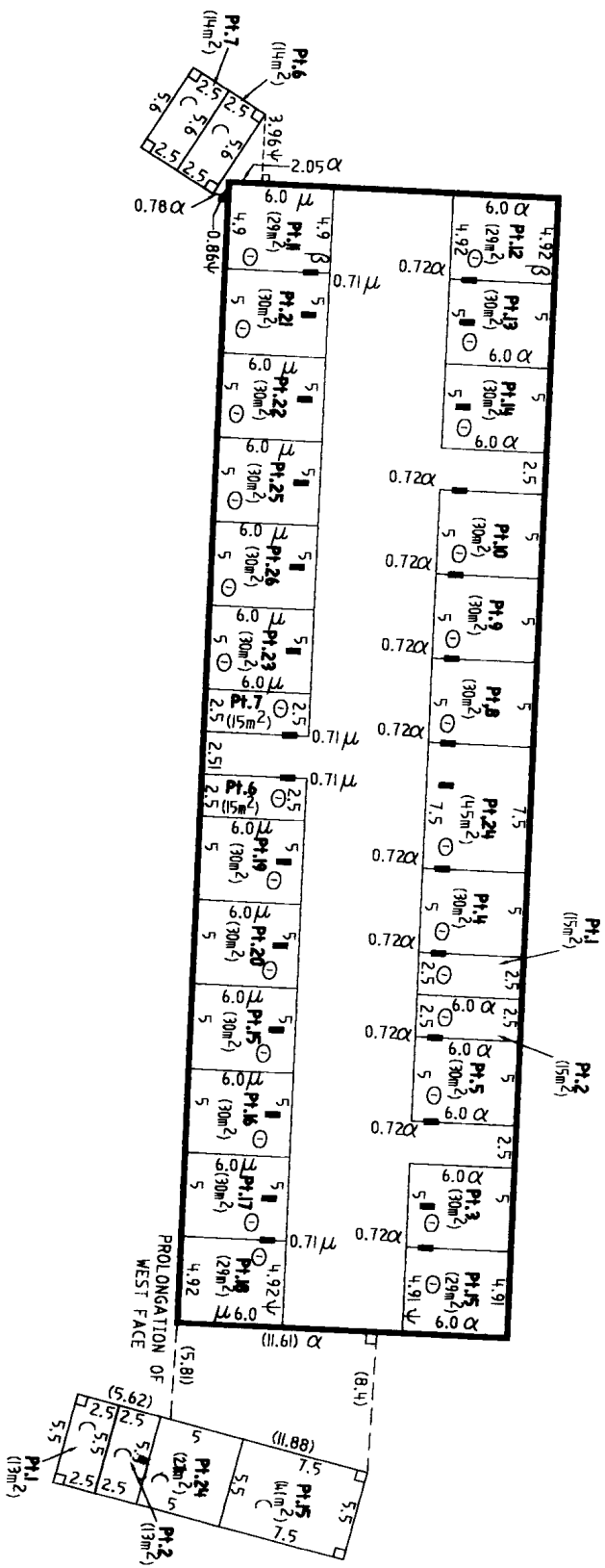
8461-STRATA

Registered Surveyor
[Signature]

Council Clerk
[Signature]

GRID NORTH

GROUND LEVEL



■ CENTRELINE OF COLUMN
 μ FROM EAST FACE
 ψ FROM NORTH FACE
 β FROM SOUTH FACE
 α FROM WEST FACE

THE STRATA OF THE OPEN CAR SPACE AREAS EXTEND BETWEEN THE UPPER SURFACE OF THE PAVEMENT TO 2.5M ABOVE THAT SURFACE

⊙ ~ CAR SPACE
 ⊖ ~ OPEN CAR SPACE

SP61569
 SHEET 3 of 7

Reduction Ratio 1: 300

Lengths are in metres

Registered Surveyor
 SURVEYOR'S REFERENCE: 8461-STRATA

Council Clerk

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

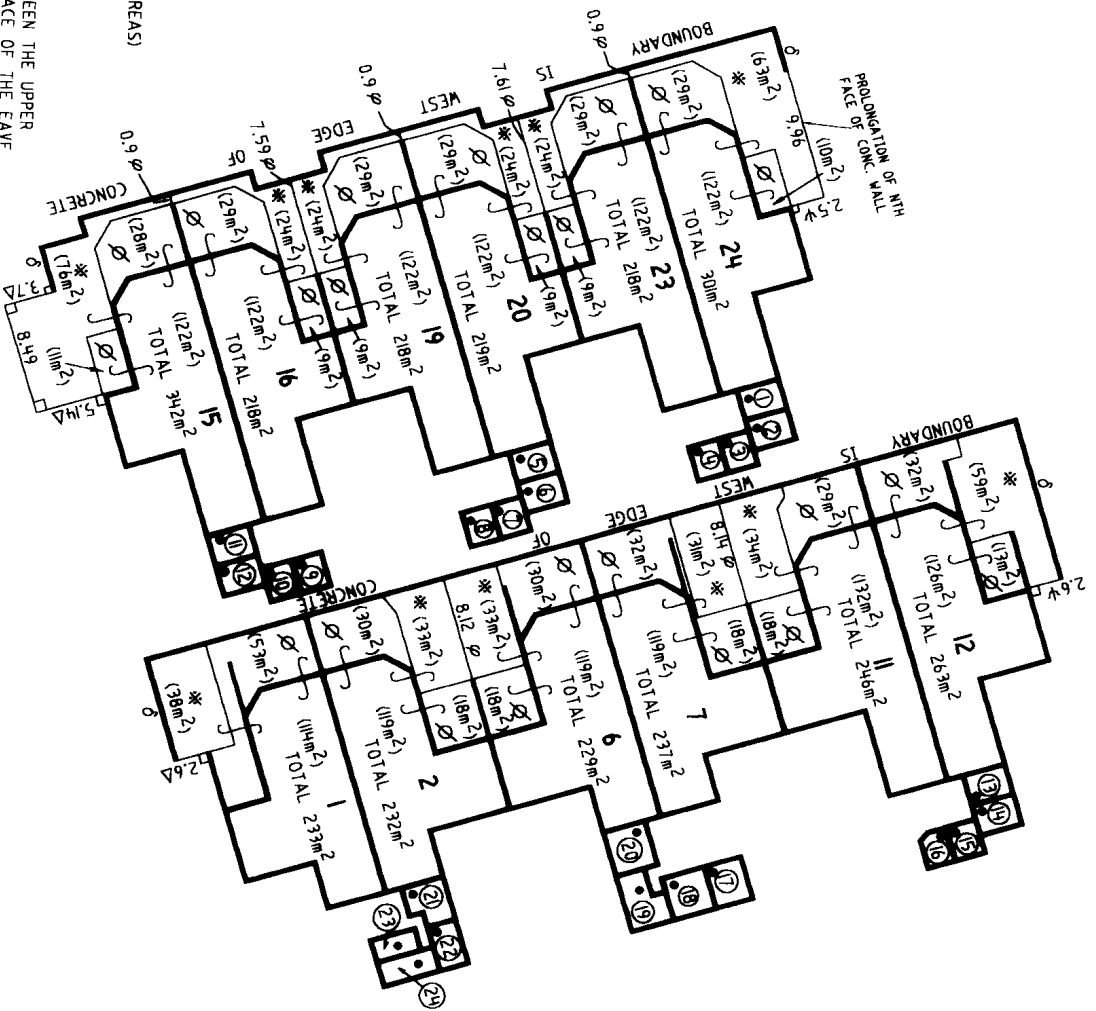
TABLE OF AREAS

No.	Pt.	Area
1	25	6m ²
2	26	5m ²
3	23	4m ²
4	24	5m ²
5	22	6m ²
6	21	6m ²
7	19	4m ²
8	20	5m ²
9	15	5m ²
10	16	4m ²
11	18	5m ²
12	17	5m ²
13	13	5m ²
14	14	5m ²
15	11	4m ²
16	12	4m ²
17	7	8m ²
18	10	9m ²
19	8	9m ²
20	9	9m ²
21	5	7m ²
22	4	5m ²
23	2	4m ²
24	3	7m ²

- ∇ FROM NORTH FACE
- Δ FROM SOUTH FACE
- 6 BOUNDARY IS EDGE OF CONCRETE
- ∅ PROLONGATION OF CENTRELINE OF WALL
- * OPEN SPACE
- ∅ PATIO (DEFINED AS THE EDGE OF THE PAVED AREAS)
- STORAGE AREA

THE STRATA OF THE PATIO AREAS EXTEND BETWEEN THE UPPER SURFACE OF THE PAVEMENT TO THE UNDER SURFACE OF THE EAVE OF THE RESPECTIVE UNIT.
 THE STRATA OF THE OPEN SPACE AREAS EXTEND BETWEEN 1m BELOW (EXCEPT WHERE PAVED AND BECOMES THE UPPER SURFACE OF THE PAYING) AND 2.5m ABOVE THE UPPER SURFACE OF THE FLOOR OF THE RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED.

LEVEL 1



*OFFICE USE ONLY

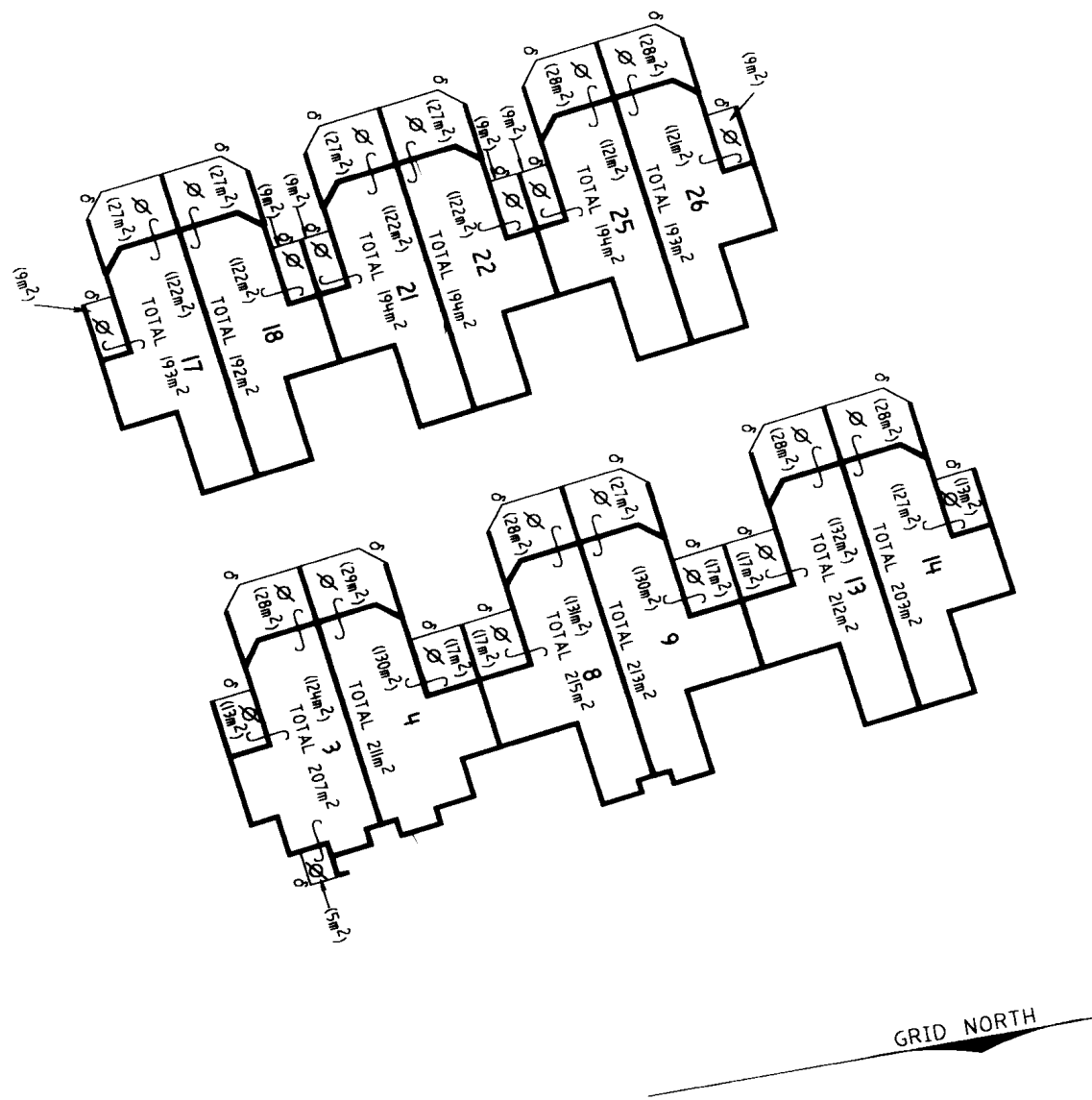
Reduction Ratio 1:400

Lengths are in metres

Registered Surveyor
 SURVEYOR'S REFERENCE: 8461-STRATA

Council Clerk

LEVEL 2



Ø BOUNDARY IS EDGE OF PATIO
Ø PATIO

THE STRATA OF THE PATIO AREAS EXTEND BETWEEN THE UPPER SURFACE OF THE PAVEMENT TO THE UNDER SURFACE OF THE CEILING OF THE RESPECTIVE UNIT.

Reduction Ratio 1:400

Lengths are in metres

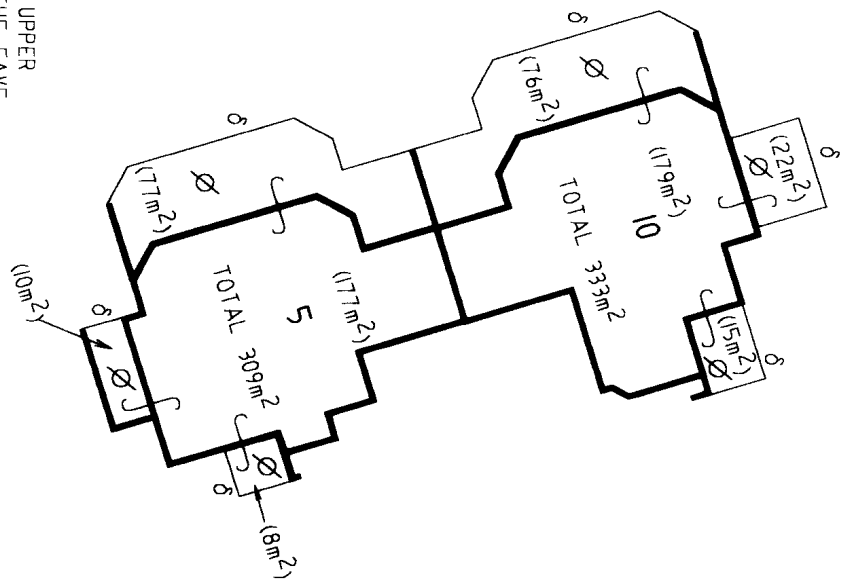
Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: 8461-STRATA

LEVEL 3

GRID NORTH



Ø PATIO
 Ø BOUNDARY IS EDGE OF PATIO

THE STRATA OF THE PATIO AREAS EXTEND BETWEEN THE UPPER SURFACE OF THE PAVEMENT TO THE UNDER SURFACE OF THE EAVE OF THE RESPECTIVE UNIT.

Reduction Ratio 1:300

Lengths are in metres

[Signature]
 Registered Surveyor

[Signature]
 Council Clerk

SURVEYOR'S REFERENCE: 8461-STRATA

SP61569


SHEET 7 OF 7


SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT
1	3
2	3
3	4
4	4
5	7
6	3
7	3
8	4
9	4
10	7
11	4
12	4
13	4
14	4
15	5
16	5
17	5
18	5
19	5
20	5
21	5
22	5
23	5
24	5
25	5
26	5
TOTAL	118

Reduction Ratio 1:

Lengths are in metres


Registered Surveyor


Council Clerk

SURVEYOR'S REFERENCE: B46-STRATA



AN911227N

Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

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

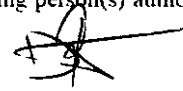
(A) TORRENS TITLE	For the common property CP/SP 61569	
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(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	330B	LLPN: 135476R PRUDENTIAL INVESTMENT COMPANY OF AUSTRALIA PTY LTD DX 11609 SYDNEY DOWNTOWN	CH
	Reference:	F1112 217 212 - NEW	

- (C) The Owners-Strata Plan No. 61569 certify that a special resolution was passed on 27/07/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. BY-LAWS 1 - 25
Added by-law No. BY-LAWS 1 - 30
Amended by-law No. NOT APPLICABLE

as fully set out below:
See annexure

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 61569 was affixed on 03/12/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: Don Barrera

Authority: Duly Authorised Officer - BCS Strata Management P/L
Strata Managing Agent

Signature:

Name:

Authority:

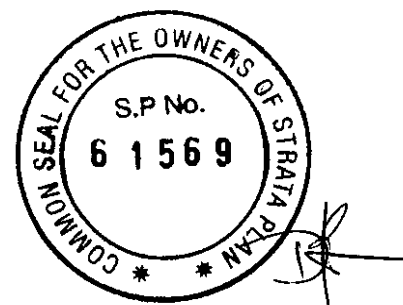


ANNEXURE A

STRATA PLAN 61569

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Definitions/Interpretations

Definitions

Act the Strata Schemes Management Act 1996

Building the land and improvements thereon situated at 41 Walter St, Belmont in the State of New South Wales, as comprised in Strata Plan 61569 and subdivision.

Council Lake Macquarie City Council

Government Agency any governmental, semi-government, statutory, public or other authority having jurisdiction over the Parcel

Law includes:

- a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- b) a requirement, notice, order, consent or direction received from or given by a statutory, public or other competent authority.

Lot a lot in the Strata Plan in 61569 and subdivision

Occupier any person in lawful occupation of a Lot or any part of a Lot

Owners Corporation the owners corporation for the Strata Scheme

Security Key a key, transmitter, magnetic or other device used to:

- a) open and close gates or locks;
- b) operate alarms, security systems or communications systems; or
- c) garage doors.

Interpretation

1. A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.
2. In these by-laws unless the contrary intention appears a reference to:
 - a) the singular includes the plural and vice versa;
 - b) any gender includes all other genders;
 - c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
 - d) this instrument includes any variation or replacement of it.
3. If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.
4. Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.
5. The word "includes" in any form is not a word of limitation.
6. A reference to Law includes all Law amending, consolidating or replacing Law.

BY-LAWS-SAIL POINT

1. Vehicles

1.1. An owner or occupier of a Lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the Owners Corporation or as permitted by a sign authorised by the Owners Corporation.

2. Changes to common property

2.1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with prior written approval of the Owner's Corporation.

2.2. An approval given by the Owner's Corporation under clause

2.1 cannot authorise any additions to the common property.

2.3. An owner or person authorised by an owner may install, without the consent of the Owners Corporation:

2.3.1. any locking or other safety device for protection of the owner's Lot against intruders or to improve the safety within the owner's Lot, or

2.3.2. any screen or other device to prevent entry of animals or insects on the lot, or

2.3.3. any structure or device to prevent harm to children, or

2.3.4. any device used to affix decorative items to surfaces within the cubic air space of the Lot.

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

2.5. Clause 2.3.1 does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the lots or common property.

2.6. The owner of a Lot must:

2.6.1. maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause 2.3 that forms part of the common property and that services the Lot, and

2.6.2. immediately repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause 2.3 that forms part of the common property and that services the Lot.

3. Gardens, Lawns and Trees

3.1. An owner or occupier of a Lot must not, except with prior written approval of the Owners Corporation:

3.1.1. damage any lawn, garden, tree, shrub, plant, or flower being part of or situated on common property, or

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

3.2 An owner must immediately repair any damage caused to lawns and plants on common property.

3.3 Notwithstanding clause 3.1.2, the Strata Committee may allow an owner or occupier of a Lot to tend to a garden forming part of the common property provided that portion of the common property remains accessible and the owner otherwise complies with these by-laws.

3.4 An owner, occupier or the Owners Corporation shall not plant trees, shrubs, plants or flowers on the Lot or common property that may damage the building or common property or allow them to substantially obstruct the forward view of the lake from a Lot.

4. Obstruction of common property

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

4.1.2. An owner or occupier of a Lot must provide the Owners Corporation or its representative with access to the Lot to enable repair of the common property.

5. Keeping of animals

5.1. An owner or occupier of a Lot must not, without the prior written approval of the Owners Corporation, keep any animal (except one cat, or one small dog or one small caged bird and fish kept in a secure aquarium) on the lot or the common property.

5.2. An owner or occupier must obtain the consent of the Owners Corporation before that owner or occupier keeps any other type of animal or more than one dog, cat or bird at the same time.

5.3. If an owner or occupier of a Lot keeps any animal on the Lot then the owner or occupier must:

5.3.1. notify the Owners Corporation that the animal is being kept on the lot, and

5.3.2. keep the animal within the lot, and

5.3.3. carry the animal when it is on the common property and areas maintained by the Owners Corporation, and

5.3.4. take such action as may be necessary to clean all areas of the lot or the common property and areas maintained by the Owners Corporation that are soiled by the animal.

5.4. An owner or occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* (Cth).

6. Noise

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

7. Behaviour of owners and occupiers

7.1. An owner or occupier of a Lot, or any invitee of 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.

7.2. An owner or occupier of a Lot must take all reasonable steps to ensure that invitees of the owner or occupier:

7.2.1. 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, and

7.2.2. without limiting clause 7.2.1, that invitees comply with clause 7.1.

8. Children playing on common property

8.1. Any child for whom an owner or occupier of a Lot is responsible may play on any area of the common property that is designated by the Owners Corporation for that purpose and may only use the swimming pool in accordance with these by-laws as in force from time to time.

8.2. An owner or occupier of a Lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9. Smoke penetration

9.1. An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

9.2. An owner or occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the Lot does not penetrate to the common property or any other lot.

10. Preservation of fire safety

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

11. Storage of flammable liquids and other substances and material

11.1. An owner or occupier of a Lot must not, except with the prior written approval of the owners corporation, use or store on the Lot or on the common property any flammable chemical, liquid or gas or other flammable material.

11.2. 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.

12. Appearance of a Lot

12.1. The owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, maintain within the lot anything visible from outside of the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

12.2. This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 16.

12.3. An owner or occupier of a Lot must keep all gardens, lawns and decks within a Lot, clean, tidy and well maintained.

13. Moving furniture and other objects on or through common property

13.1. An owner or occupier of a Lot must not transport any furniture, large object or deliveries to or from the lot 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.

13.2. An Owners Corporation may resolve that furniture, large objects or deliveries to and from the Lot are to be transported through or on the common property (whether in the building or not) in a specified manner.

13.3. If the Owners Corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an owner or occupier of a Lot must not transport any furniture, large object or deliveries to and from the Lot through or on common property except in accordance with that resolution.

14. Signage

14.1. An owner or occupier or their agents must not erect any signage (whether temporary or permanent), including any "for sale" or "for lease" signs, on a Lot, on common property or such that can be seen from outside a Lot without the approval of the Strata Committee.

15. Cleaning windows and doors

15.1. Except in the circumstances referred to in clause 15.2, an owner or occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is common property.

15.2. The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the Lot safely or at all.

16. Hanging out washing

16.1. An owner or occupier of a Lot may hang washing on any part of the Lot other than over the balcony railings, shade sails and/or shade sail attachments. The washing may only be hung for a reasonable period.

16.2. In this by-law: *washing* includes any clothing, towel, bedding or other article of a similar type.

17. Disposal of waste - bins for individual lots

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

17.2. An owner or occupier of a Lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

17.3. An owner or occupier must:

17.3.1. comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

17.3.2. comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

17.4. An owner or occupier of a Lot must maintain bins for waste within the Lot, or on any part of the common property that is authorised by the Owners Corporation, in clean and dry condition and appropriately covered.

17.5. An owner or occupier of a Lot must not place anything in the bins of the owner or occupier of any other Lot except with the permission of that owner or occupier.

17.6. An owner or occupier of a Lot must place the bins within an area designated for collection by the Owners Corporation not more than 24 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the Lot or other area authorised for the bins.

17.7. An owner or occupier of a Lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.

17.8. The Owners Corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of Lots.

17.9. In this by-law:

17.9.1. bin includes any receptacle for waste

17.9.2. waste includes garbage and recyclable material.

17.10. In this by-law:

17.10.1 bin includes any receptacle for waste.

17.10.2 waste includes garbage and recyclable material.

18. Change in use or occupation of Lot to be notified

18.1. An occupier of a Lot must not change the use of the Lot without the prior written consent of the Owners Corporation.

18.2. If the changed use referred to in clause 18.1 increases, for example, the insurance premiums for the strata scheme the increased cost must be met by the owner who changed the use.

18.3. The request for approval must be given in writing at least 21 days before the proposed change.

18.4. All statutory approvals must be supplied to the Owners Corporation.

19. Leasing of residential Lots

19.1. Owners must ensure that:

19.1.1. The letting of any Lot is recorded under the terms of a residential lease under the *Residential Tenancies Act 2010 (NSW)*,

19.1.2. A copy of the by-laws, as registered is attached to any residential lease entered into.

19.2. That an owner or occupier of a Lot shall not enter into a lease or any other arrangement that permits a person to occupy a Lot for a fee where the term of the lease or other arrangement is for a period of less than 13 weeks.

20. Compliance with planning and other requirements

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

20.2. The owner or occupier of a Lot must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

21. Provision of amenities or services

21.1. The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the owners or occupiers of one or more of the Lots:

21.1.1. window cleaning,

21.1.2. garbage disposal and recycling services,

21.1.3. electricity, water or gas supply,

21.1.4. telecommunication services (for example, cable television).

21.2. If the Owners Corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a Lot or to the owner or occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

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

22. Use of the pool area

22.1. Glass containers are prohibited within the pool area.

22.2. Children under the age of twelve (12) years must be accompanied by a supervising adult whilst in the pool area.

22.3. Ball games are prohibited within the pool area.

22.4. Pets are prohibited within the pool area.

22.5. Smoking is prohibited within the pool area.

22.6. Entry to the pool area is prohibited between the hours of 8:00pm and 8:00am.

22.7. Pool users must obey any further instructions contained in a sign authorised by the Owners Corporation.

23. Shade sails

23.1. The Owners Corporation is responsible for the maintenance, repair and replacement of the shade sails installed on the decks of each Lot forming part of Strata Plan 61569 and subdivision.

23.2. Owners and occupiers are responsible for cleaning shade sails.

24. Security Keys

24.1. The Owners Corporation may restrict access to the Building or parts of the Building by means of security keys.

24.2. The Owners Corporation must make security keys available to:

24.2.1. Owners; and

24.2.2. persons authorised by the Owners Corporation.

24.3. The Owners Corporation may charge a reasonable fee for an additional or replacement security key required by an Owner.

24.4. An Owner must exercise a high degree of caution and responsibility in making a security key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the security key to the Owner or the Owners Corporation.

24.5. An Owner must immediately report the loss or theft of a security key to the Strata Committee.

25. Replacement of shade sails with retractable awnings (Lots 5 & 10)

25.1. Despite any provision to the contrary in these by-laws Lots 5 and 10 have approval to remove the existing shade sail on the deck within their respective Lot (being the "lot benefitted") and replace it with a retractable awning which is substantially similar in quality to the Markilux awning, and similar in colour to the existing shade sails, subject to the terms and conditions set out by this by-law.

25.2. The terms and conditions of this by-law are:

25.2.1. The replacement of any shade sail with a retractable awning is to be carried out at a time of choosing of the owner of the respective Lot benefitted, meaning that individual owners who do not wish to replace their shade sail with an awning at this time will not have any time related deadlines imposed on them to carry out such replacement, and the Owners Corporation will continue to maintain and where necessary replace the originally installed shade sails for Lots 5 and 10 in accordance with by-law 23.

25.2.2. The existing shade sails which are to be replaced with retractable awnings are to be removed at the cost of the owner of the respective lot benefitted.

25.2.3. Any required consent from Lake Macquarie City Council to the awnings will be provided by the owner of the respective lot benefitted.

25.2.4. The awnings shall be and shall remain a Lot owner's fixture within the respective lot benefitted.

25.2.5. The awnings will be constructed of retractable metal with an electric "opening and closing" mechanism.

25.2.6. The owner of the respective Lot benefitted is responsible to ensure that the awning is maintained in a safe condition and free from defects at all times, and that such maintenance includes but is not limited to the awning being kept clean, in serviceable repair, which includes all metal parts and supports.

25.2.7. Should the awning constitute a physical hazard to public safety the owner of the respective Lot benefitted will immediately upon receiving notice specifying the danger and ordering the removal of the awning, remove the awning at the cost of the owner of the respective lot benefitted. In the event of failure to comply within 24 hours of having received such notice, the Owners Corporation may remove the offending awning with the cost of the removal recoverable from the owner of the Lot benefitted.

26. Relocation of hot water systems

26.1. Subject to the terms and conditions of this by-law 26, the Owners Corporation consents to each owner within the strata scheme relocating the hot water system servicing the relevant owner's Lot from the interior of the Lot to the exterior of the Lot in the location within the strata scheme on the common property as identified on the plan in the attached Schedule to this by-law (the Authorised Works).

26.2. On and from completion of the works in accordance with (1), the owner of the relevant Lots on which the hot water system has been relocated shall be entitled to the exclusive use and enjoyment of the area in which the relocated hot water system has been installed on the terms and conditions of this by-law.

26.3. The terms and conditions of this by-law 26 are as follows:

26.3.1. the relevant owner of the Lot on which the Authorised Works are to be carried out shall be responsible, at their individual cost, for obtaining all necessary approvals from Council or other relevant government or other authorities to the completion of the Authorised Works and must provide copies of all such approvals to the owners corporation for its approval prior to commencing works;

26.3.2. the Authorised Works must be carried out so as to cause as little inconvenience as practicable to owners and occupiers of the building and to cause as little damage as is practicable to the common property;

26.3.3. the owner of the relevant Lot is responsible for all costs associated with the Authorised Works for that particular Lot and restoring any damage to the common property caused as a consequence of the Authorised Works;

26.3.4. the owner of the relevant Lot is responsible for the repair and maintenance of the hot water system servicing their Lot and must ensure that they are maintained in a state of good order and repair at all times and must renew or replace the hot water system when necessary;

26.3.5. the owners of the Lots for which the Authorised Works have been carried out will retain ownership of the relocated hot water system and must insure the hot water system against damage or destruction;

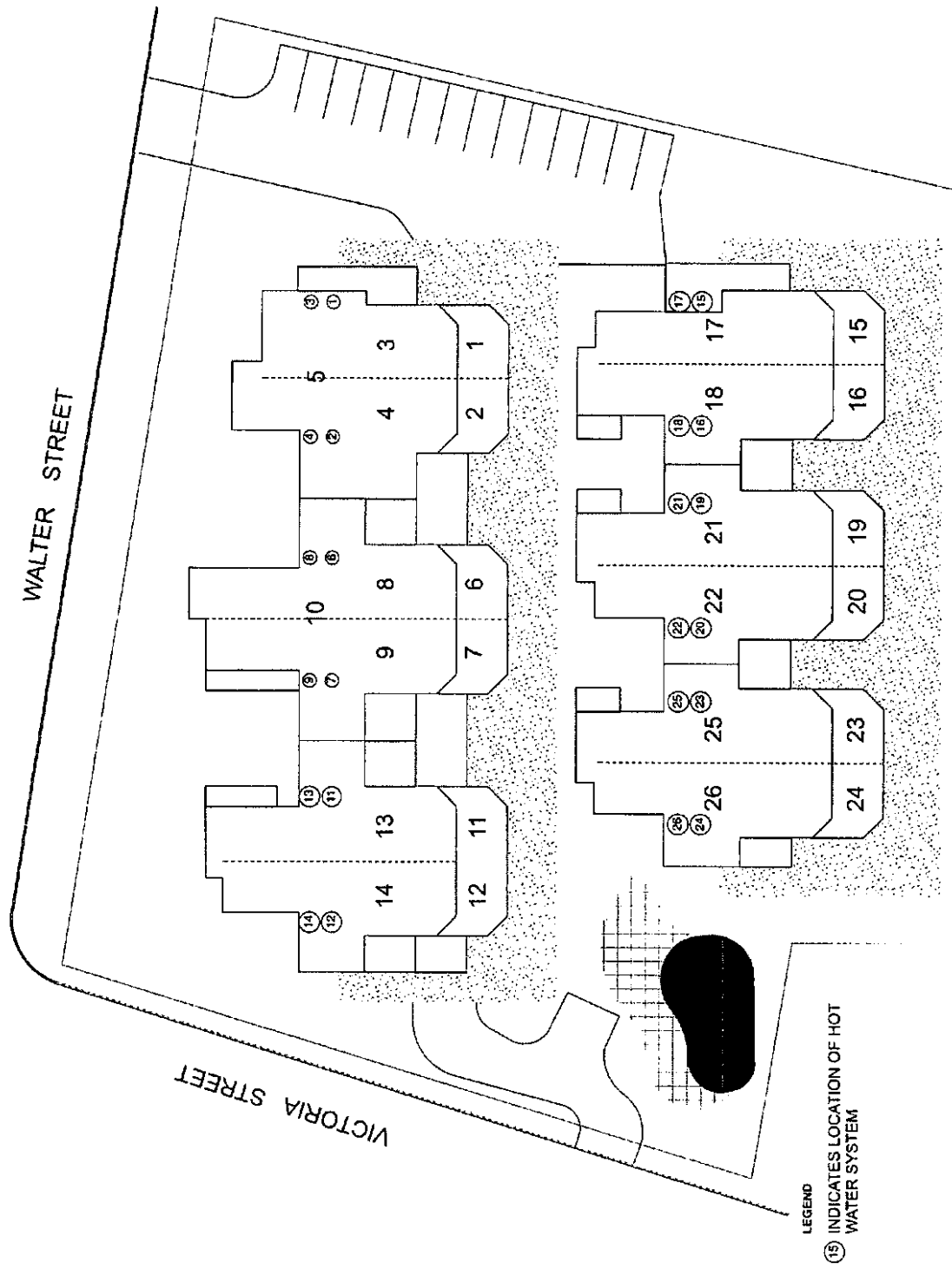
26.3.6. each owner of a relevant Lot on which the Authorised Works have been completed indemnify and agree to keep indemnified the owners corporation from and against any claim for damages arising from or in connection with the Authorised Works and the use of the relocated hot water system servicing the relevant owner's Lot;

26.3.7. all work to relocate, repair and maintain the hot water system must be carried out by appropriately qualified and licensed tradespersons who hold appropriate insurances. The owners corporation may request evidence of all required licenses and insurances be provided prior to commencement of works;

26.3.8. if the owners of the relevant Lots fail to comply with their obligations under this by-law 26 to maintain and repair the hot water systems, the owners corporation may, but is not obliged to, carry out the required works and recover the costs from the owner of the respective Lot as a debit;

26.3.9. notwithstanding anything else in this by-law 26, the hot water system installed to service the owners Lot may not be a heat pump type hot water service, and 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.

26.4. This by-law may only be amended or repealed with the written consent of the owners of the relevant Lots.



WALTER STREET

VICTORIA STREET

LAKE MACQUARIE

LEGEND
⑮ INDICATES LOCATION OF HOT WATER SYSTEM

HOT WATER LOCATION PLAN
1/200

27. Electronic Delivery of Notices

27.1. A document or notice may be served by the Owners Corporation, its secretary or Strata Committee on the owner of a Lot by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email 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 (i.e. "bounce back" or "undeliverable") within 24 hours.

28. Notice Board

28.1. The Owners Corporation must cause at least one notice board to be affixed to some part of the common property. Notices are to be affixed to the notice board by the Owners Corporation Secretary or their nominee.

29. Floor Coverings

29.1 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.

29.2 This by-law does not apply to floor space compromising a kitchen, laundry, lavatory or bathroom.

30. Recovery of Cost

30.1. In the event the Owners Corporation:

30.1.1. Affects work to remedy damage to common property caused by an owner or an owner's occupier, visitors to the owner's Lot or persons carrying out work on the Lot; or,

30.1.2. Incurs service charges from the Strata Managing Agent, or any third party service provider, arising from an owner or an owner's occupier or visitors to the owners Lot not discharging responsibilities attributable to the owner as a result of ownership of the Lot resulting in costs being invoiced to and paid by the Owners Corporation ("invoiced costs"),

30.2. The Owners Corporation may:

30.2.1. Include the value of those invoiced costs in notices for that owner's administrative fund or sinking fund contributions; and after having given that owner such notice of the invoiced costs.

30.2.2. Recover the invoiced costs as a debt, due and payable to the Owners Corporation and, which if unpaid within one months of being included in notices for the Owner's administrative or sinking fund contributions, will bear simple interest at the rate of ten percent (10%) per annum until paid.

30.2.3. against any claim for damages arising from or in connection with the Authorised Works and the use of the air conditioning units servicing the owners Lot;

30.2.4. all work to install, repair and maintain the air conditioning units must be carried out by appropriately qualified and licensed tradespersons who hold appropriate insurances. The owners corporation may request evidence of all required licenses and insurances be provided prior to commencement of works;

30.2.5. if the owner of Lot 15 fails to comply with their obligations under this by-law to maintain and repair the air conditioning units, the owners corporation may, but is not obliged to, carry out the required works and recover the costs from the owner of Lot 15 as a debit;

30.2.6. notwithstanding anything else in this by-law, the air conditioning units installed to service the owners of Lot 15 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.

30.2.7. Upon removal of the air conditioning unit or air conditioning units the owner of Lot 15 shall make good any damage to the common property.


30.3. By-law may only be amended or repealed with the written consent of the owners of the relevant Lots.

30.4. All costs associated with the drafting and registration of this by-law to be met by the owner of Lot 15

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The seal of The Owners – Strata Plan No. 61569
was affixed on 03 December 2018
in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal.

Signature: 

Name: Don Barrera
Authority: Duly Authorised Officer
BCS Strata Management P/L
Strata Managing Agent



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. 61569
was affixed on 03 December 2018
in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal.

Signature:



Name: Don Barrera
Authority: Duly Authorised Officer
BCS Strata Management P/L
Strata Managing Agent



Lodger Details

Lodger Code 505858Q
Name KERIN BENSON LAWYERS PTY LTD
Address SE 9.02, 46 MARKET ST
SYDNEY 2000
Lodger Box 1W
Email ALLISON@KERINBENSONLAWYERS.COM.AU
Reference 006081

Land Registry Document Identification

AT187952

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/SP61569	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP61569
Other legal entity

Meeting Date

24/05/2023

Repealed by-law No.

Details N/A

Added by-law No.

Details SPECIAL BY-LAW NO. 15

Amended by-law No.

Details N/A

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP61569

Signer Name ASHLEY HOWARD

Signer Organisation KERIN BENSON LAWYERS PTY LTD

Signer Role PRACTITIONER CERTIFIER

Execution Date 20/06/2023

A Soronaivalu

Electronic signature of me,
Amanda Soronaivalu affixed
by me on 14 June 2023



ANNEXURE A
STRATA PLAN 61569

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Definitions/Interpretations

Definitions

Act the Strata Schemes Management Act 1996

Building the land and improvements thereon situated at 41 Walter St, Belmont in the State of New South Wales, as comprised in Strata Plan 61569 and subdivision.

Council Lake Macquarie City Council

Government Agency any governmental, semi-government, statutory, public or other authority having jurisdiction over the Parcel

Law includes:

- a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- b) a requirement, notice, order, consent or direction received from or given by a statutory, public or other competent authority.

Lot a lot in the Strata Plan in 61569 and subdivision

Occupier any person in lawful occupation of a Lot or any part of a Lot

Owners Corporation the owners corporation for the Strata Scheme

Security Key a key, transmitter, magnetic or other device used to:

- a) open and close gates or locks;
- b) operate alarms, security systems or communications systems; or
- c) garage doors.

Interpretation

1. A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.
2. In these by-laws unless the contrary intention appears a reference to:
 - a) the singular includes the plural and vice versa;
 - b) any gender includes all other genders;
 - c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
 - d) this instrument includes any variation or replacement of it.
3. If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.
4. Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.
5. The word "includes" in any form is not a word of limitation.
6. A reference to Law includes all Law amending, consolidating or replacing Law.

BY-LAWS-SAIL POINT

1. Vehicles

1.1. An owner or occupier of a Lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the Owners Corporation or as permitted by a sign authorised by the Owners Corporation.

2. Changes to common property

2.1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with prior written approval of the Owner's Corporation.

2.2. An approval given by the Owner's Corporation under clause

2.1 cannot authorise any additions to the common property.

2.3. An owner or person authorised by an owner may install, without the consent of the Owners Corporation:

2.3.1. any locking or other safety device for protection of the owner's Lot against intruders or to improve the safety within the owner's Lot, or

2.3.2. any screen or other device to prevent entry of animals or insects on the lot, or

2.3.3. any structure or device to prevent harm to children, or

2.3.4. any device used to affix decorative items to surfaces within the cubic air space of the Lot.

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

2.5. Clause 2.3.1 does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the lots or common property.

2.6. The owner of a Lot must:

2.6.1. maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause 2.3 that forms part of the common property and that services the Lot, and

2.6.2. immediately repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause 2.3 that forms part of the common property and that services the Lot.

3. Gardens, Lawns and Trees

3.1. An owner or occupier of a Lot must not, except with prior written approval of the Owners Corporation:

3.1.1. damage any lawn, garden, tree, shrub, plant, or flower being part of or situated on common property, or

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

3.2 An owner must immediately repair any damage caused to lawns and plants on common property.

3.3 Notwithstanding clause 3.1.2, the Strata Committee may allow an owner or occupier of a Lot to tend to a garden forming part of the common property provided that portion of the common property remains accessible and the owner otherwise complies with these by-laws.

3.4 An owner, occupier or the Owners Corporation shall not plant trees, shrubs, plants or flowers on the Lot or common property that may damage the building or common property or allow them to substantially obstruct the forward view of the lake from a Lot.

4. Obstruction of common property

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

4.1.2. An owner or occupier of a Lot must provide the Owners Corporation or its representative with access to the Lot to enable repair of the common property.

5. Keeping of animals

5.1. An owner or occupier of a Lot must not, without the prior written approval of the Owners Corporation, keep any animal (except one cat, or one small dog or one small caged bird and fish kept in a secure aquarium) on the lot or the common property.

5.2. An owner or occupier must obtain the consent of the Owners Corporation before that owner or occupier keeps any other type of animal or more than one dog, cat or bird at the same time.

5.3. If an owner or occupier of a Lot keeps any animal on the Lot then the owner or occupier must:

5.3.1. notify the Owners Corporation that the animal is being kept on the lot, and

5.3.2. keep the animal within the lot, and

5.3.3. carry the animal when it is on the common property and areas maintained by the Owners Corporation, and

5.3.4. take such action as may be necessary to clean all areas of the lot or the common property and areas maintained by the Owners Corporation that are soiled by the animal.

5.4. An owner or occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* (Cth).

6. Noise

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

7. Behaviour of owners and occupiers

7.1. An owner or occupier of a Lot, or any invitee of 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.

7.2. An owner or occupier of a Lot must take all reasonable steps to ensure that invitees of the owner or occupier:

7.2.1. 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, and

7.2.2. without limiting clause 7.2.1, that invitees comply with clause 7.1.

8. Children playing on common property

8.1. Any child for whom an owner or occupier of a Lot is responsible may play on any area of the common property that is designated by the Owners Corporation for that purpose and may only use the swimming pool in accordance with these by-laws as in force from time to time.

8.2. An owner or occupier of a Lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9. Smoke penetration

9.1. An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

9.2. An owner or occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the Lot does not penetrate to the common property or any other lot.

10. Preservation of fire safety

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

11. Storage of flammable liquids and other substances and material

11.1. An owner or occupier of a Lot must not, except with the prior written approval of the owners corporation, use or store on the Lot or on the common property any flammable chemical, liquid or gas or other flammable material.

11.2. 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.

12. Appearance of a Lot

12.1. The owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, maintain within the lot anything visible from outside of the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

12.2. This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 16.

12.3. An owner or occupier of a Lot must keep all gardens, lawns and decks within a Lot, clean, tidy and well maintained.

13. Moving furniture and other objects on or through common property

13.1. An owner or occupier of a Lot must not transport any furniture, large object or deliveries to or from the lot 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.

13.2. An Owners Corporation may resolve that furniture, large objects or deliveries to and from the Lot are to be transported through or on the common property (whether in the building or not) in a specified manner.

13.3. If the Owners Corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an owner or occupier of a Lot must not transport any furniture, large object or deliveries to and from the Lot through or on common property except in accordance with that resolution.

14. Signage

14.1. An owner or occupier or their agents must not erect any signage (whether temporary or permanent), including any "for sale" or "for lease" signs, on a Lot, on common property or such that can be seen from outside a Lot without the approval of the Strata Committee.

15. Cleaning windows and doors

15.1. Except in the circumstances referred to in clause 15.2, an owner or occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is common property.

15.2. The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the Lot safely or at all.

16. Hanging out washing

16.1. An owner or occupier of a Lot may hang washing on any part of the Lot other than over the balcony railings, shade sails and/or shade sail attachments. The washing may only be hung for a reasonable period.

16.2. In this by-law: *washing* includes any clothing, towel, bedding or other article of a similar type.

17. Disposal of waste - bins for individual lots

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

17.2. An owner or occupier of a Lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

17.3. An owner or occupier must:

17.3.1. comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

17.3.2. comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

17.4. An owner or occupier of a Lot must maintain bins for waste within the Lot, or on any part of the common property that is authorised by the Owners Corporation, in clean and dry condition and appropriately covered.

17.5. An owner or occupier of a Lot must not place anything in the bins of the owner or occupier of any other Lot except with the permission of that owner or occupier.

17.6. An owner or occupier of a Lot must place the bins within an area designated for collection by the Owners Corporation not more than 24 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the Lot or other area authorised for the bins.

17.7. An owner or occupier of a Lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.

17.8. The Owners Corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of Lots.

17.9. In this by-law:

17.9.1. bin includes any receptacle for waste

17.9.2. waste includes garbage and recyclable material.

17.10. In this by-law:

17.10.1 bin includes any receptacle for waste.

17.10.2 waste includes garbage and recyclable material.

18. Change in use or occupation of Lot to be notified

18.1. An occupier of a Lot must not change the use of the Lot without the prior written consent of the Owners Corporation.

18.2. If the changed use referred to in clause 18.1 increases, for example, the insurance premiums for the strata scheme the increased cost must be met by the owner who changed the use.

18.3. The request for approval must be given in writing at least 21 days before the proposed change.

18.4. All statutory approvals must be supplied to the Owners Corporation.

19. Leasing of residential Lots

19.1. Owners must ensure that:

19.1.1. The letting of any Lot is recorded under the terms of a residential lease under the *Residential Tenancies Act 2010 (NSW)*,

19.1.2. A copy of the by-laws, as registered is attached to any residential lease entered into.

19.2. That an owner or occupier of a Lot shall not enter into a lease or any other arrangement that permits a person to occupy a Lot for a fee where the term of the lease or other arrangement is for a period of less than 13 weeks.

20. Compliance with planning and other requirements

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

20.2. The owner or occupier of a Lot must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

21. Provision of amenities or services

21.1. The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the owners or occupiers of one or more of the Lots:

21.1.1. window cleaning,

21.1.2. garbage disposal and recycling services,

21.1.3. electricity, water or gas supply,

21.1.4. telecommunication services (for example, cable television).

21.2. If the Owners Corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a Lot or to the owner or occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

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

22. Use of the pool area

22.1. Glass containers are prohibited within the pool area.

22.2. Children under the age of twelve (12) years must be accompanied by a supervising adult whilst in the pool area.

22.3. Ball games are prohibited within the pool area.

22.4. Pets are prohibited within the pool area.

22.5. Smoking is prohibited within the pool area.

22.6. Entry to the pool area is prohibited between the hours of 8:00pm and 8:00am.

22.7. Pool users must obey any further instructions contained in a sign authorised by the Owners Corporation.

23. Shade sails

23.1. The Owners Corporation is responsible for the maintenance, repair and replacement of the shade sails installed on the decks of each Lot forming part of Strata Plan 61569 and subdivision.

23.2. Owners and occupiers are responsible for cleaning shade sails.

24. Security Keys

24.1. The Owners Corporation may restrict access to the Building or parts of the Building by means of security keys.

24.2. The Owners Corporation must make security keys available to:

24.2.1. Owners; and

24.2.2. persons authorised by the Owners Corporation.

24.3. The Owners Corporation may charge a reasonable fee for an additional or replacement security key required by an Owner.

24.4. An Owner must exercise a high degree of caution and responsibility in making a security key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the security key to the Owner or the Owners Corporation.

24.5. An Owner must immediately report the loss or theft of a security key to the Strata Committee.

25. Replacement of shade sails with retractable awnings (Lots 5 & 10)

25.1. Despite any provision to the contrary in these by-laws Lots 5 and 10 have approval to remove the existing shade sail on the deck within their respective Lot (being the "lot benefitted") and replace it with a retractable awning which is substantially similar in quality to the Markilux awning, and similar in colour to the existing shade sails, subject to the terms and conditions set out by this by-law.

25.2. The terms and conditions of this by-law are:

25.2.1. The replacement of any shade sail with a retractable awning is to be carried out at a time of choosing of the owner of the respective Lot benefitted, meaning that individual owners who do not wish to replace their shade sail with an awning at this time will not have any time related deadlines imposed on them to carry out such replacement, and the Owners Corporation will continue to maintain and where necessary replace the originally installed shade sails for Lots 5 and 10 in accordance with by-law 23.

25.2.2. The existing shade sails which are to be replaced with retractable awnings are to be removed at the cost of the owner of the respective lot benefitted.

25.2.3. Any required consent from Lake Macquarie City Council to the awnings will be provided by the owner of the respective lot benefitted.

25.2.4. The awnings shall be and shall remain a Lot owner's fixture within the respective lot benefitted.

25.2.5. The awnings will be constructed of retractable metal with an electric "opening and closing" mechanism.

25.2.6. The owner of the respective Lot benefitted is responsible to ensure that the awning is maintained in a safe condition and free from defects at all times, and that such maintenance includes but is not limited to the awning being kept clean, in serviceable repair, which includes all metal parts and supports.

25.2.7. Should the awning constitute a physical hazard to public safety the owner of the respective Lot benefitted will immediately upon receiving notice specifying the danger and ordering the removal of the awning, remove the awning at the cost of the owner of the respective lot benefitted. In the event of failure to comply within 24 hours of having received

such notice, the Owners Corporation may remove the offending awning with the cost of the removal recoverable from the owner of the Lot benefitted.

26. Relocation of hot water systems

26.1. Subject to the terms and conditions of this by-law 26, the Owners Corporation consents to each owner within the strata scheme relocating the hot water system servicing the relevant owner's Lot from the interior of the Lot to the exterior of the Lot in the location within the strata scheme on the common property as identified on the plan in the attached Schedule to this by-law (the Authorised Works).

26.2. On and from completion of the works in accordance with (1), the owner of the relevant Lots on which the hot water system has been relocated shall be entitled to the exclusive use and enjoyment of the area in which the relocated hot water system has been installed on the terms and conditions of this by-law.

26.3. The terms and conditions of this by-law 26 are as follows:

26.3.1. the relevant owner of the Lot on which the Authorised Works are to be carried out shall be responsible, at their individual cost, for obtaining all necessary approvals from Council or other relevant government or other authorities to the completion of the Authorised Works and must provide copies of all such approvals to the owners corporation for its approval prior to commencing works;

26.3.2. the Authorised Works must be carried out so as to cause as little inconvenience as practicable to owners and occupiers of the building and to cause as little damage as is practicable to the common property;

26.3.3. the owner of the relevant Lot is responsible for all costs associated with the Authorised Works for that particular Lot and restoring any damage to the common property caused as a consequence of the Authorised Works;

26.3.4. the owner of the relevant Lot is responsible for the repair and maintenance of the hot water system servicing their Lot and must ensure that they are maintained in a state of good order and repair at all times and must renew or replace the hot water system when necessary;

26.3.5. the owners of the Lots for which the Authorised Works have been carried out will retain ownership of the relocated hot water system and must insure the hot water system against damage or destruction;

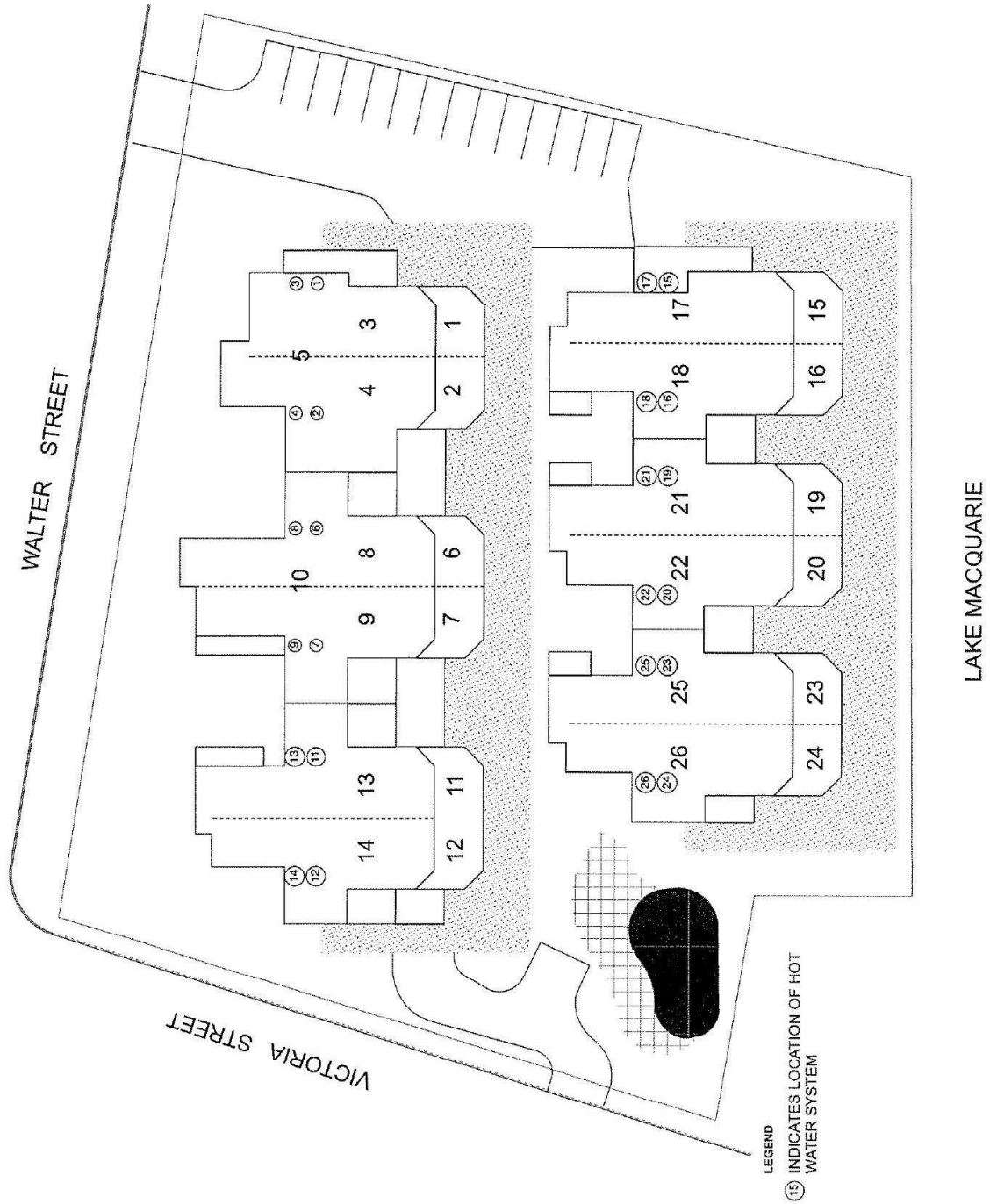
26.3.6. each owner of a relevant Lot on which the Authorised Works have been completed indemnify and agree to keep indemnified the owners corporation from and against any claim for damages arising from or in connection with the Authorised Works and the use of the relocated hot water system servicing the relevant owner's Lot;

26.3.7. all work to relocate, repair and maintain the hot water system must be carried out by appropriately qualified and licensed tradespersons who hold appropriate insurances. The owners corporation may request evidence of all required licenses and insurances be provided prior to commencement of works;

26.3.8. if the owners of the relevant Lots fail to comply with their obligations under this by-law 26 to maintain and repair the hot water systems, the owners corporation may, but is not obliged to, carry out the required works and recover the costs from the owner of the respective Lot as a debit;

26.3.9. notwithstanding anything else in this by-law 26, the hot water system installed to service the owners Lot may not be a heat pump type hot water service, and 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.

26.4. This by-law may only be amended or repealed with the written consent of the owners of the relevant Lots.



27. Electronic Delivery of Notices

27.1. A document or notice may be served by the Owners Corporation, its secretary or Strata Committee on the owner of a Lot by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email 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 (i.e. "bounce back" or "undeliverable") within 24 hours.

28. Notice Board

28.1. The Owners Corporation must cause at least one notice board to be affixed to some part of the common property. Notices are to be affixed to the notice board by the Owners Corporation Secretary or their nominee.

29. Floor Coverings

29.1 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.

29.2 This by-law does not apply to floor space compromising a kitchen, laundry, lavatory or bathroom.

30. Recovery of Costs

30.1. In the event the Owners Corporation:

30.1.1. Affects work to remedy damage to common property caused by an owner or an owner's occupier, visitors to the owner's Lot or persons carrying out work on the Lot; or,

30.1.2. Incurs service charges from the Strata Managing Agent, or any third party service provider, arising from an owner or an owner's occupier or visitors to the owners Lot not discharging responsibilities attributable to the owner as a result of ownership of the Lot resulting in costs being invoiced to and paid by the Owners Corporation ("invoiced costs"),

30.2. The Owners Corporation may:

30.2.1. Include the value of those invoiced costs in notices for that owner's administrative fund or sinking fund contributions; and after having given that owner such notice of the invoiced costs.

30.2.2. Recover the invoiced costs as a debt, due and payable to the Owners Corporation and, which if unpaid within one months of being included in notices for the Owner's administrative or sinking fund contributions, will bear simple interest at the rate of ten percent (10%) per annum until paid.

31. Air conditioning units (lot 15)

31.1 Subject to the terms and conditions of this by-law, the Owners Corporation consents to the owner of Lot 15 within the strata scheme to locate and keep reverse cycle split system air conditioner outside units including installing electrical cables and pipework servicing the owner's Lot on the common property as identified on the plan in the attached Schedule A to this by-law (the Authorised Works).

31.2 On and from completion of the works in accordance with (31.1), the owner of Lot 15 shall be entitled to the exclusive use and enjoyment of the area on which the units are located and have been installed on the terms and conditions of this by-law.

31.3 The reference to the owner of Lot 15 is a reference to the present registered proprietors and binds their successors, administrators and assigns.

31.4 The terms and conditions of this by-law are as follows:

31.4.1 the owner of the Lot 15 on which the Authorised Works are to be carried out shall be responsible, at their individual cost, for obtaining all necessary approvals from Council or other relevant government or other authorities to the completion of the Authorised Works and must provide copies of all such approvals to the owners corporation for its approval when requested;

31.4.2 the Authorised Works must be carried out so as to cause as little inconvenience as practicable to owners and occupiers of the building and to cause as little damage as is practicable to the common property;

31.4.3 the owner of Lot 15 is responsible for all costs associated with the Authorised Works and restoring any damage to the common property caused as a consequence of the Authorised Works;

31.4.4 the owner of Lot 15 is responsible for the repair and maintenance of the air conditioning units servicing the Lot and must ensure that they are maintained in a state of good order and repair at all times and must renew or replace the air conditioning units when necessary;

31.4.5 the owners of Lot 15 for which the Authorised Works have been carried out will retain ownership of the air conditioning units and must insure the air conditioning units against damage or destruction;

31.4.6 the owners of Lot 15 on which the Authorised Works have been completed indemnify and agree to keep indemnified the owners corporation from and against any claim for damages arising from or in connection with the Authorised Works and the use of the air conditioning units servicing the owners Lot;

31.4.7 all work to install, repair and maintain the air conditioning units must be carried out by appropriately qualified and licensed tradespersons who hold appropriate insurances. The owners corporation may request evidence of all required licenses and insurances be provided prior to commencement of works;

31.4.8 if the owner of Lot 15 fails to comply with their obligations under this by-law to maintain and repair the air conditioning units, the owners corporation may, but is not obliged to, carry out the required works and recover the costs from the owner of Lot 15 as a debit;

31.4.9 notwithstanding anything else in this by-law, the air conditioning units installed to service the owners of Lot 15 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.

31.4.10 Upon removal of the air conditioning unit or air conditioning units the owner of Lot 15 shall make good any damage to the common property.

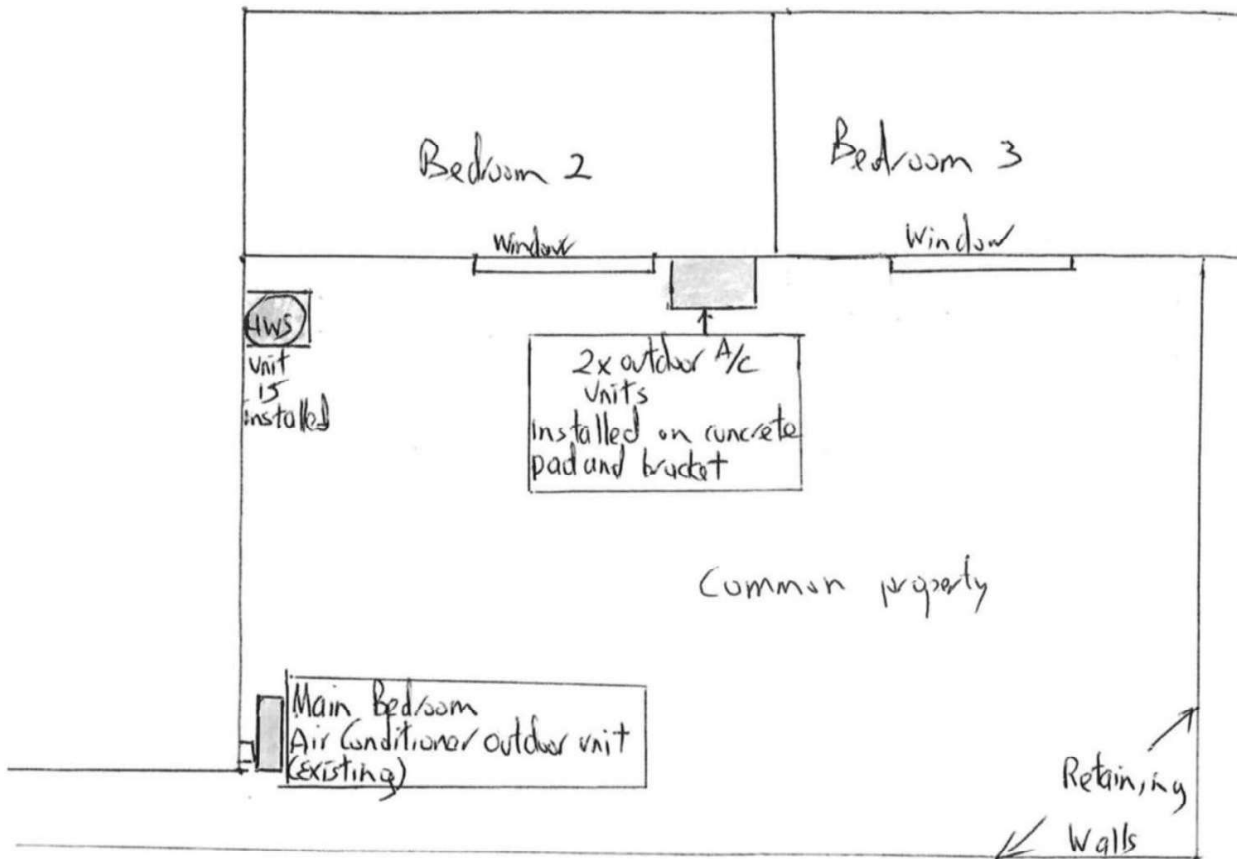
31.5 By-law may only be amended or repealed with the written consent of the owner/s of lot 15.

SCHEDULE A

SAIL POINT SP61569 UNIT 15
AIR CONDITIONING UNIT LOCATIONS

LOCATION OF OUTSIDE UNITS

TO ACCOMPANY BY-LAW



NOTE: NOT TO SCALE

DRAWING DATE: 1 September 2017

Special By-law no. 1 – Authorisation of building works in lot 10

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 10 (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Installation of a 2.5Kw air-conditioner in the master bedroom:

- (a) the installation of the condensing unit and/or internal air dispersal unit on the common property in the place depicted in the Plans, including affixing to the common property slab and/or wall as required; and
- (b) the drilling of holes in the common property walls on the boundaries of the lot for the installation of ducting between the condensing unit and the internal air dispersal unit and for the affixing of the internal air dispersal unit to any common property wall on the boundary of the lot;
- (c) the installation of ducting, wiring, cabling and conduit as required;

Works to the kitchen including:

- (d) the removal of existing floor tiles and fixtures and fittings including sink, tapware, cabinetry and appliances;
- (e) the installation of new acoustic rated vinyl flooring planks and fixtures and fittings including sink, tapware, cabinetry and appliances;
- (f) all related electrical, plumbing, waste and water services works;

Works to the bathroom including:

- (g) the removal of existing floor and wall tiles, waterproofing and fixtures and fittings including the toilet, shower, shower screens, basin, bath, tapware and vanity;
- (h) the installation of new floor and wall tiles, waterproofing and fixtures and fittings including the toilet, shower, shower screens, basin, bath, tapware and vanity;
- (i) all related electrical, plumbing, waste and water services works;

Works to the ensuite including:

- (j) the removal of existing floor and wall tiles, waterproofing and fixtures and fittings including the toilet, shower, shower screens, basin, tapware and vanity;
- (k) the installation of new floor and wall tiles, waterproofing and fixtures and fittings including the toilet, shower, shower screens, basin, tapware and vanity;
- (l) all related electrical, plumbing, waste and water services works;

Works to the laundry including:

- (m) the removal of existing floor tiles and skirting tiles on wall, waterproofing and fixtures and fittings including the basin, tapware and cabinetry;
- (n) the installation of new floor tiles and skirting tiles on wall, waterproofing and fixtures and fittings including the basin, tapware and cabinetry;
- (o) all related electrical, plumbing, waste and water services works;

Relocation of hot water system including:

- (p) the removal of existing hot water system in the laundry of the lot;
- (q) the installation of a hot water system (including the storage tank and water inlet pipe or pipes) on the common property in the place depicted in the Plans on the northern deck outside the kitchen including affixing any component to the common property slab and/or wall as required;
- (r) the drilling of holes in the common property walls for the installation of the hot water system and any required ducting, wiring, cabling, conduit and piping;
- (s) all related electrical, plumbing, waste and water services works;

Other works including:

- (t) removal of existing flooring and installation of new acoustic 55db rated vinyl flooring planks in living room, dining room, hallway and entry;
- (u) the replacement of two existing four pane windows in the living room and dining room with two new single pane laminated glass with each pane measuring approximately 2050mm x 1850mm;
- (v) the installation of external sunscreen blinds to the windows in the living room and dining room;
- (w) the installation of a new power point in the master bedroom backing onto the linen cupboard;
- (x) the installation of one ceiling fan in the living room and one ceiling fan in the dining room,

substantially as depicted on the drawings attached to and forming part of this by-law at Annexure A ("**Plans**").

2. Definitions

For the purposes of this by-law:

"**Council**" means Lake Macquarie City Council and any successor;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works;
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

- i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
- ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
- iii. workers' compensation in accordance with applicable legislation;

(c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the Plans and the description in clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the Plans and the description in clause 1 and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.3 Completion of Works

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

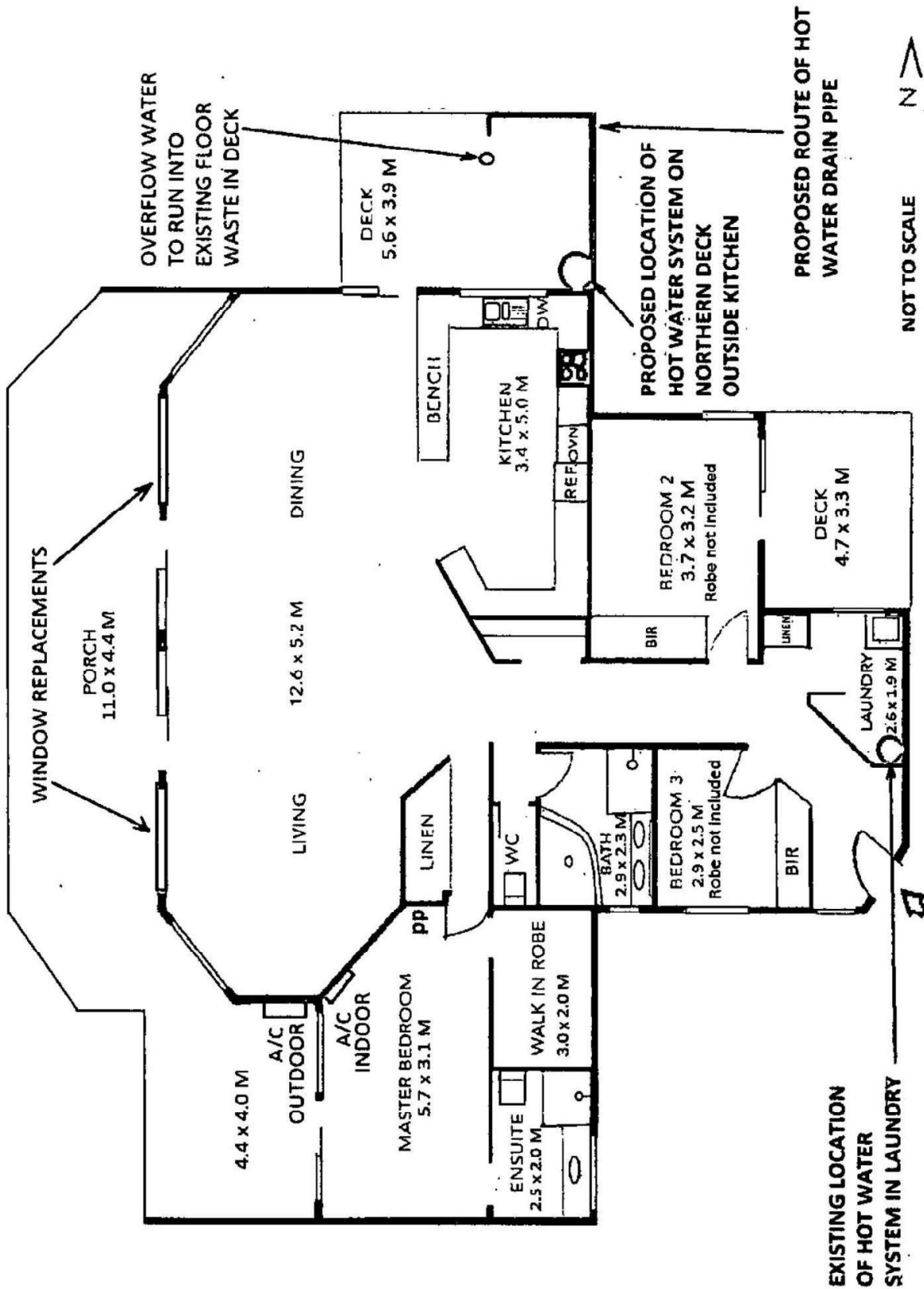
7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Annexure A



Special By-law no. 2 – Minor renovations

Rights

1. On the conditions set out in this by-law and with the prior written approval of the strata committee each Owner has the authority to carry out Minor Renovations to the common property in connection with the Owner's lot and, once installed, to maintain and repair the approved Minor Renovations.
2. The owners corporation delegates its power to approve Minor Renovations to the strata committee as constituted from time to time subject to section 36(2) of the Act.
3. The strata committee, when considering an Owner's proposal to conduct Minor Renovations may impose conditions on any approval and must not unreasonably withhold their approval.

Definitions

4. In this by-law, the following terms are defined to mean:
 - a. "**Act**" means the *Strata Schemes Management Act 2015* (NSW);
 - b. "**Building**" means the building located at 41 WALTER ST, BELMONT 2280;
 - c. "**Minor Renovations**" includes work for the purposes of the following:
 - i. renovating a kitchen,
 - ii. changing recessed light fittings,
 - iii. installing or replacing wood or other hard floors,
 - iv. installing or replacing wiring or cabling or power or access points,
 - v. work involving reconfiguring non structural/load bearing walls,
 - vi. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - vii. installing a rainwater tank, within the owners lot, however these works must be in keeping with the appearance of the lot and common property and cannot involve structural changes.
 - viii. installing a clothesline, within the owners lot, however these works must be in keeping with the appearance of the lot and common property and cannot involve structural changes.
 - ix. installing a reverse cycle split system air conditioner, within the owners lot, however, these works must be in keeping with the appearance of the lot and common property and cannot involve structural changes.
 - x. installing double or triple glazed windows,
 - xi. installing a heat pump,
 - xii. installing ceiling insulation.

but does not include works set out in section 110(7) of the Act which are:

- xiii. work that consists of cosmetic work for the purpose of section 109 of the Act,
- xiv. work involving structural changes,

- xv. work that changes the external appearance of a lot, including the installation of an external access ramp,
- xvi. work involving waterproofing,
- xvii. work for which consent or another approval is required under any other Act,
- xviii. work that is authorised by a by-law made under Part 6 of the Act or a common property rights by-law, and
- xix. any other work prescribed by the regulations for the purposes of section 110(7) of the Act.

d. **"Owner"** means an owner of a lot from time to time in the strata scheme;

e. **"Regulations"** means the *Strata Schemes Management Regulations 2016* (NSW)

5. Where any terms used in this by-law are defined in the Act, they will have the same meaning as those words are attributed under the Act.

6. Words importing:

- a. the singular include the plural and vice versa; and
- b. a gender includes any gender.

7. A reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

Prior to Conducting the Minor Renovations

8. An Owner must make an application to the strata committee for its approval to conduct the Minor Renovations by giving written notice of their proposed works to the strata committee with the notice to include:

- a. details of the work, including copies of any plans,
- b. where work involves installing or replacing wood or other hard floors, the Owner must provide details of the types of flooring being installed including the type of acoustic underlay being installed and comply with clause 11 of this by-law;
- c. the expected duration and times of the works,
- d. details of the persons carrying out the work including that person's qualifications to carry out the work, and
- e. arrangements to manage any resulting rubbish or debris.

9. Prior to conducting the Minor Renovations, the Owner and/or the tradesperson or contractor appointed by the Owner to carry out the Works must effect, and provide the owners corporation with certificates of, the following insurances:

- a. contractor's all risk insurance (where applicable);
- b. workers compensation insurance (where applicable);
- c. home owners warranty insurance (where applicable); and

d. public liability insurance in the amount of \$10,000,000 including for and in respect of equipment located and/or utilised on common property in execution of the Minor Renovations.

Conditions for wood or other hard floors

10. Owners who carry out the installation or replacement of wood or other hard floors or who remove carpet or other soft floor coverings to expose underlying wooden or other hard floors (**Flooring Works**) must ensure that Flooring Works achieve the acoustic performance standard measured in situ for any such floor finish (including insulation) of a weighted standard impact sound pressure level with spectrum adaptation term of not greater than 55 dB measured in accordance with ISO 140-7 and rated to ISO 717-2 (the **55dB Rating**).

11. In order to satisfy the owners corporation that Flooring Works achieve the 55dB Rating, the Owner must provide to the owners corporation:

- a. Before carrying out the works, documentation to the reasonable satisfaction of the strata committee that the proposed Flooring Works will achieve the 55dB Rating; and
- b. Once installed and upon written request from the strata committee following written complaint to the strata committee concerning the transmission of noise from the Flooring Works, a report confirming that the installation has achieved the 55dB Rating. Any such report will be at the cost of the lot owner who installed the Flooring Works.

12. If, at any time after the Flooring Works have been installed or exposed or uncovered, it is determined that the works have not achieved the 55dB Rating, the Owner must rectify the Flooring Works so that they achieves the 55 dB Rating and this may include replacing the Flooring Works.

13. The lot owner is required to provide a written report to the Owners Corporation confirming that the Flooring Works have been reinstalled in accordance with this by-law and achieves and continues to achieve the 55dB Rating.

Performance of the Works

14. In carrying out or maintaining the Minor Renovations the Owner must:

- a. ensure that the works are completed in a competent and proper manner and in accordance with the Building Code of Australia and relevant Australian Standards;
- b. transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- c. protect all areas of the Building both internal and external to the lot in a manner reasonably acceptable to the owners corporation;
- d. keep all areas of the common property outside the lot clean and tidy;
- e. only perform Minor Renovations at times approved by the owners corporation;
- f. not create noise which causes discomfort, disturbance, obstruction or interference with the activities of any other occupier of the Building. Should work be required that cannot meet this requirement the Strata Committee must be notified 7 day in advance of such work, including when the work will be performed and the duration of the work.
- g. immediately remove all debris or waste resulting from the Minor Renovations from the Building and the common property;
- h. not vary or replace the Minor Renovations, as agreed to by the strata committee, without the prior written approval of the strata committee; and

i. ensure that the Minor Renovations do not interfere with or damage the common property, or any lot or property of any other lot owner or occupier (other than as approved in by the strata committee) and if this happens the Owner must rectify that interference or damage within a reasonable period of time.

Maintenance of the Minor Renovations

15. The Owner must properly maintain and keep the Minor Renovations and the common property to which they are attached in a state of good and serviceable repair.

Liability and Indemnity

16. The Owner is liable for any damage caused to any part of the common property, and any lot (including their lot), or other property arising from the Minor Renovations and will make good that damage immediately after it has occurred.

17. The Owner indemnifies the owners corporation against any legal liability, loss, damage, claim or proceedings that relates to the installation, performance, maintenance, replacement or removal of the Minor Renovations on or from the common property including but not limited to any liability under section 122(6) of the Act in respect of any property of the Owner.

Owner's Fixtures

18. The Minor Renovations shall remain the Owner's fixture.

Cost and Risk of the Works

19. The Minor Renovations (including their replacement or removal) are undertaken at the cost and risk of the Owner.

Right to Remedy Upon Default

20. If an Owner fails to comply with any obligation under this by-law, then the owners corporation may:

- a. carry out all work necessary to perform that obligation;
- b. in accordance with the provisions of the Act enter upon any part of the parcel to carry out that work;
- c. recover the costs of carrying out that work from the Owner.

21. The costs referred to in paragraph 20(c) of this by-law may include any costs incurred by the owners corporation in carrying out any building repair work, security call-out charges, after hours building management or agency fees, administrative and legal costs to issue correspondence or any notices pursuant to this by-law and any other reasonable cost expended by the owners corporation in rectifying any damage occasioned to the common property by the respective Owner or in enforcing the terms of this by-law against the Owner of the lot.

22. If the costs referred to in paragraph 20(c) of this by-law are not paid at the end of one month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt any costs payable by the Owner pursuant to this by-law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

Special By-law no. 3 – Authorisation of building works in lot 25

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 25 (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

(a) Bathroom

- (i) Removal of the existing fittings and fixtures including bath, shower screen, toilet and tap ware and installation of new fittings and fixtures;
- (ii) Removal of the existing floor and wall tiles, rendering of walls and screeding of floor (as required in preparation for new tiling and waterproofing) and installation of new floor and wall tiles and waterproofing to service the bathroom;
- (iii) Removal of the existing cornices and installation of new cornices;
- (iv) Installation of a timber framed false wall along the external wall and create a framed reveal to the window opening. Line timber frame with villaboard and apply a plaster finish in preparation of waterproofing;
- (v) Chasing of walls to allow relocation of hot and cold water pipes including installation of new bath mixer tap and shower mixer tap (for clarity, no drainage to be modified);
- (vi) Connection to existing waste, water and electrical services as required;

(b) Laundry

- (i) Removal of the existing fittings and fixtures from the laundry and installation of new fittings and fixtures;
- (ii) Removal of the existing floor and wall tiles (including splashback), render of wall and screeding of floor (as required in preparation for new tiling and waterproofing) and installation of new floor and wall tiles and waterproofing;
- (iii) Rough in new hot and cold water pipes below bench height for new washing machine and installation of new mixer tap for sink (for clarity, no drainage to be modified);
- (iv) Connection to existing waste, water and electrical services as required;

(c) Ensuite

- (i) Removal of the existing fittings and fixtures from the ensuite and installation of new fittings and fixtures;
- (ii) Removal of the existing floor and wall tiles, screeding of floor and rendering of wall (as require in preparation for tiles and waterproofing) and installation of new floor and wall tiles and waterproofing;
- (iii) Removal of the existing cornices and installation of new cornices;
- (iv) Installation of a timber framed false wall along the external wall and create a framed reveal to the window opening. Line timber frame with villaboard and apply a plaster finish in preparation of waterproofing;
- (v) Installation of new shower mixer tap;

(vi) Chasing of walls to install new hot and cold water pipes (for clarity, not drainage to be modified);

(vii) Connection to existing waste, water and electrical services as required.

2. Definitions

For the purposes of this by-law:

"**Council**" means Lake Macquarie Council;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

(a) any required approval of Council for the performance of the Works;

(b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;

ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and

iii. workers' compensation in accordance with applicable legislation.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

(a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;

(b) carry out the Works substantially in accordance with the clause 1 and, if Council approval was required, as approved by Council;

(c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;

(d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works.

- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within two months of their commencement.

3.3 Completion of Works

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Special by-law no. 4 – Authorisation of building works in lot 9

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 9 (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Works Including:

1. The Installation of six "ZIP TRACK" brand external sunscreen blinds to the window and window/sliding door reveals of the living room, dining room and bedroom 1 with the blinds to be "mid-blue" in colour and the main pelmet unit (to house the blind when not in use) and tracks to be black in colour and affixed with screws to the window/door reveals;
2. The replacement of one existing four pane window (Window 1) in the living room with one new single pane toughened glass window measuring approximately 2120mm x 1855mm,

Substantially as depicted on the drawing attached to and forming part of this by-law at Annexure A ("**Plans**").

2. Definitions

For the purpose of this by-law:

"**Council**" means Lake Macquarie City Council and any successor;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works;
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - ii. any insurance required in respect of the Works under section 92 of the Home Building Act 1989; and
 - iii. workers' compensation in accordance with applicable legislation;
- (c) If required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the Plans and the description in clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards and in such a way as to minimize disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- b) carry out the Works substantially in accordance with the Plans and the description in clause 1 and, if Council approval was required, as approved by Council;
- c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);

j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;

k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;

l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.3 Completion of Works

a) The Owner must advise the Owners Corporation when the Works are complete; and

b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this bi-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

a) The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

b) Any replacement blinds and header units must be in accordance with any colour code for external blinds by-law in operation from time to time.

6. Costs

a) The Works must be undertaken at the cost of the Owner.

b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may;

a) carry out all work necessary to perform that obligation;

b) enter upon any part of the Lot to carry out that work;

c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

PLANS

ANNEXURE A – New Window 1 Detail and New Window Blind Dimensions



NEW WINDOW 1

Single Pane size
 2120mm X 1855mm

Aluminium frame same
 size and colour as
 original window.

Grade 'A' Toughened
 Safety Glass to AS1288.

No Changes to Outside
 Rendering or Inside
 Plastering.

BLIND SIZES

Window/ Sliding Door 1	-	2105mm Wide X 2005mm Drop
Window/ Sliding Door 2	-	2150mm Wide X 2005mm Drop
Window/ Sliding Door 3	-	1490mm Wide X 2005mm Drop
Window 1	-	2200mm Wide X 1850mm Drop
Window 2	-	1650mm Wide X 1850mm Drop
Window 3	-	1410mm Wide X 1850mm Drop

NOT TO SCALE

Special by-law no. 5 – Authorisation of building works in lot 11

1. Grant of special privilege and exclusive use rights.

On conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 11 (the "**Lot**") shall have special privilege in respect of the common property to carry out building works to refurbish the lot and keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

(A) Works to Kitchen including:

1. The removal of existing kitchen floor tiles.
2. Replacement of new floor tiles in kitchen.

(B) Works to Main Bathroom:

1. The removal of existing floor and wall tiles water proofing and fixtures and fittings including the toilet, shower, shower screen, basin, bath, tapware, and vanity.
2. The installation of new bathroom wall and floor tiles, new waterproofing, new fixtures, and fittings including the toilet, shower, shower screen, basin, bath, tapware, and vanity
3. All related electrical, plumbing and water proofing services to be completed by tradespersons
4. Plumbing, electrical and waste to stay in original position

(C) Works to Ensuite Bathroom:

1. The removal of existing floor and wall tiles water proofing and fixtures and fittings including the toilet, shower, shower screen, basin, bath, tapware, and vanity.
2. The installation of new bathroom wall and floor tiles, new waterproofing, new fixtures, and fittings including the toilet, shower, shower screen, basin, bath, tapware, and vanity.
3. All related electrical, plumbing and water proofing services to be completed by tradespersons.
4. Plumbing, electrical and waste to stay in original position.

(D) Works to Laundry:

1. The removal of existing floor tiles and skirting tiles on the wall, water proofing and fixtures and fittings including the basin, tapware, and cabinetry.
2. The installation of new floor tiles and skirting tiles on the wall, water proofing and fixtures and including the basin, tapware, and cabinetry.
3. All related electrical, plumbing, waste and water works to be completed by tradesperson.
4. Plumbing, electrical and waste to stay in original position.

2. Definitions

For the purposes of the by-law:

“**Council**” Means Lake Macquarie Council

“**Utility Services**” means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law.

“**Works**” means and includes all of the building works described in claus1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purpose of the Strata schemes management Act 2015, that the word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the works the owner must obtain and provide to the Owners Corporation:

1. Any required approval of Council for the performance of the works;
2. A certificate of currency of insurance policy or policies of the contractor carrying out the works which is affected with a reputable insurance company reasonably satisfactory to the Owners Corporation for;
 - (a) Contractor’s all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000.
 - (b) Any insurance required in respect of the works under section 92 of the home building Act 1989, and
 - (c) Workers compensation in accordance with applicable legislation.
3. If required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the Plans and the description in clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

In carrying out of the works, the owner (including any contractor involved in the performance of the works on behalf of the owners must:

1. Ensure that the works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the building code of Australia and relevant Australia standards and in such a way as to minimize disruption or inconvenience to any owner or occupier of any other lot in the Strata scheme;
2. Carry out the works substantially in accordance with the clause 1, and if Council approval was required, as approved by Council;
3. Not materially amend or vary the works without the approval in writing of the Owners Corporation and if required the Council.
4. Take reasonable precautions to protect all areas of the building outside the lot from damage by the works.

5. Transport all construction materials, equipment, debris, and other material associated with the works over common property in the manner reasonably directed by the Owners Corporation.

6. Keep all areas of the building outside the Lot clean and tidy throughout the performance works.

7. Ensure that, so far as is reasonably practicable, the works are performed wholly within the Lot.

8. Remove all debris from the building resulting from the works as soon as possible and in accordance with reasonable directions of the Owners Corporation.

9. Only perform the works at the times approved by the Owners Corporation (acting reasonably).

10. Ensure the works do not interfere with or damage the common property, the property of any other Lot Owner or any Utility Service otherwise than as approved in this by-law

11. Make good any damage caused by the owner in the performance of the works within a reasonable period after the damage occurs.

12. Subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the owner, complete the works within two months of their commencement.

3.3 Completion of Works

1. The owner must advise the Owners Corporation when works are completed.

2. If the approval of the Council is required to carry out the works, on completion of the works the owner must provide to the Owner Corporation the certificate required by the council that the works comply with the conditions of any council approval.

4. Liability and Indemnity

1. The Owners is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

2. The Owner must indemnify the Owners Corporation against any loss or damage, cost charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the works or the performance thereof, including without limitation any liability under section 122(6) of the Strata Schemes Management Act 2015 in respect of any property of the Owner.

5. Other Rights and Obligations

1. The Owner must at their own cost, maintain the alterations and additions installed in the course of the works and common property affected by the works (including but not limited to the fixtures and fittings installed as part of the works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

2. Any replacement blinds and header units must be in accordance with any colour code for external blinds by-law in operation from time to time.

6. Costs

1. The works must be undertaken at the cost of the Owner.

2. The Owner must pay the reasonable costs of the Owners Corporation in preparing making, registering, implementing, and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

1. Carry out all work necessary to perform that obligation
2. Enter upon any part of the lot to carry out that work
3. Recover the costs of carrying out that work from the Owner and expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Special by-law no. 6 – Installation of optical surveillance devices (security cameras) for common areas

The Strata Committee is authorised to install and use optical surveillance device/s (security cameras) on common property which are to be focussed on common property.

This clause does not permit the Strata Committee to install or use an optical surveillance device to record activity within in a Lot other than in accordance with the written consent of the Lot owner.

The Strata Committee or an Occupier may have access to a recording to:

- a) Ensure compliance with the by-laws,
- b) Investigate a potential breach of the by-laws,
- c) Investigate a breach of the law (which includes giving access to the visual recording to a law enforcement agency), or
- d) For any other reason associated with the safety of people at the building and the protection of property.
- e) Two members of the Strata Committee must be present at any viewing.

The visual recordings do not form part of the records of the Owners Corporation.

Special by-law no. 7 – Authorisation of building works to affix external sunscreen blinds to lot 12

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the “**owner**”) of Lot 12 (the “**Lot**”) shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Works including:

1. The installation of motorised external sunscreen blinds to the window and window/sliding door affixed to the exterior of the building at the windows and screen doors of Lot 12's living room;
2. The tracks and header to be a colour to match window frames and the blinds to be a dark charcoal type colour; and
3. The installation of a power point to the exterior of building and adjacent to the blinds (if necessary).

2. Definitions

For the purpose of this by-law:

“**Council**” means Lake Macquarie City Council and any successor;

“**Utility Services**” means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

“**Works**” means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the works the owner must obtain and provide to the Owners Corporation:

1. any required approval of Council for the performance of the works;
2. a certificate of currency of the insurance policy or policies of the contractor carrying out the works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - ii. any insurance required in respect of the works under section 92 of the *Home Building Act 1989*; and
 - iii. worker's compensation in accordance with applicable legislation.

3.2 Performance of Works

In carrying out the works, the owner (including any contractor involved in the performance of the works on behalf of the owner) must:

- a) ensure that the works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards and in such a way as to minimize disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- b) not materially amend or vary the works without the approval in writing of the Owners Corporation and, if required, Council;
- c) take reasonable precautions to protect all areas of the building outside the Lot from damage by the works;
- d) transport all construction materials, equipment, debris and other material associated with the works over common property in the manner reasonably directed by the Owners Corporation;
- e) keep all areas of the building outside the Lot clean and tidy throughout the performance of the works;
- f) ensure that, so far as is reasonably practicable, the works are performed wholly within the Lot;
- g) remove all debris from the building resulting from the works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- h) only perform the works at the times approved by the Owners Corporation (acting reasonably);
- i) ensure that the works do not interfere with or damage the common property, the property of any other lot owner or any utility service otherwise than as approved in this by-law;
- j) make good any damage caused by the owner in the performance of the works within a reasonable period after that damage occurs;
- k) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the owner, complete the works within one month of their commencement.

3.3 Completion of Works

- a) The owner must advise the Owners Corporation when the works are complete; and
- b) If the approval of Council is required to carry out the works, on completion of the works the owner must provide to the Owners Corporation the certificate required by the Council that the works comply with the conditions of any council approval.

4. Liability and Indemnity

- a) The owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

b) The owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

1. The owner must, at their own cost, maintain the alterations and additions installed in the course of the works and the common property affected by the works (including but not limited to the fixtures and fittings installed as part of the works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

2. Any replacement blinds and header units must be in accordance with any colour code for external blinds by-law in operation from time to time.

6. Costs

1. The works must be undertaken at the cost of the owner.

2. The owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may;

a) carry out all work necessary to perform that obligation;

b) enter upon any part of the Lot to carry out that work;

c) recover the costs of carrying out that work from the owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Special by-law no. 8 – Retrospective approval of installation of Ziptrak blinds for units 7, 25 & 26

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owners for the time being of Lots 7, 25 and 26 shall have permission to install and thereafter have exclusive use and enjoyment of external Ziptrak blinds affixed to the building at the windows and screen doors of Lot 7, 25 and 26 living rooms, and Lot 25's Main Bedroom.

2. Performance of Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

(a) any required approval of Council for the performance of the Works

(b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

- i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
- ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
- iii. workers' compensation in accordance with applicable legislation;

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

(a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards and in such a way as to minimize disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;

(b) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;

(c) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;

(d) keep all areas of the building outside the Lot clean and tidy throughout the Works;

(e) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;

(f) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;

(g) only perform the Works at the times approved by the Owners Corporation (acting reasonably);

(h) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;

(i) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;

3. Completion of Works

The Owner must advise the Owners Corporation when the Works are complete;

4. Liability and Indemnity

The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

(a) The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

(b) The Colours of the Blinds are Grey (to match the balustrade and metal circle inserts) and the hood cream (to match the window frames) so as not detract from the external appearance of the Units.

(c) Any replacement blinds and header units must be in accordance with any colour code for external blinds by-law in operation from time to time.

6. Costs

(a) The Works must be undertaken at the cost of the Owner.

(b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may;

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the Lot to carry out that work;

(c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

(d) the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Special by-law no. 9 – Lot 20 (balustrade)

1. Definitions

In this by-law, unless the context indicates otherwise, the following terms and expressions are defined to mean:

a. "Act" means the *Strata Schemes Management Act 2015 (NSW)*;

b. "Adjacent Common Property" means that part of the common property in the strata scheme for the Strata Plan which is affected by the installation of the Balustrade, the approximate location for which is depicted in Schedule A;

c. "Balustrade" means a railing (or handrail) and the row of baluster(s) (post(s)) that support it and includes any fasteners that attach and support the structure to the floor, wall or ceiling of Adjacent Common Property;

d. "Lot" means lot 20 in the Strata Plan;

e. "Owner" means the registered proprietor for the time being of the Lot;

f. "Strata Plan" means strata plan SP61569;

g. "Works" means (as the case requires) installation, maintenance, repair, renewal or replacement that the Owner (or their agents) undertake in respect of the Balustrade.

Where any words used in this by-law are defined in the Act they will, unless the context indicates otherwise, have the same meanings as those words have in the Act.

2. Rights and Obligations

The Owner of the Lot is conferred with the special privilege in respect of the Adjacent Common Property to install a black, powder coated Balustrade its extrusion of which is to be the same or as similar as possible to existing balustrades, or as otherwise agreed between the Owner of the Lot and the strata committee for the owners corporation, acting reasonably, and subject to the due observance and performance by the Owner with the following conditions and obligations.

3. Installation by licensed contractor

The Owner must install the Balustrade by a person who is suitably licensed and qualified to carry out the Work.

4. Installation times

Installation of the Balustrade must cause minimum disturbance and inconvenience to other residents of the strata scheme, and may only occur between the hours of 8.00 am and 5.00 pm.

5. Balustrade becomes common property

Once installed, the Balustrade becomes common property.

6. Balustrade maintenance

The Owner must at their own cost repair and maintain the Balustrade (including its component parts) in a state of good and serviceable repair and for this purpose the Owner may renew or replace all or part of the Balustrade whenever considered reasonably necessary by the Owner or the Owners Corporation. If the Owner of the Lot proposes to replace the Balustrade, clause 2 applies.

7. Common property maintenance

The Owner must be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the Adjacent Common Property.

8. Damages

The Owner must at their own cost repair any damage to the Adjacent Common Property caused by them or their agents or contractors in the course of exercising any rights or performing any obligations under this by-law.

9. Indemnity owners corporation

The Owner must 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 Balustrade; and
- b. any liability for damage to the Balustrade caused by the owners corporation in undertaking any work referred to in section 122 of the Act or in exercising the power of entry conferred by that section.

10. Breach of by-law

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to in this by-law then the owners 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 including any costs incurred .

11. Costs:

- a. The works must be undertaken at the cost of the owner.
- b. The owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by law.

ANNEXURE A

As per NSW Registrar General Guidelines
this photograph has been omitted.

Special by-law no. 10 – Gate installation for lot 12

1. Grant of special privilege and exclusive use rights.

On conditions set out in this by-law the Owner for the time being (referred to in this by-law as the "**Owner**") of Lot 12 (the "**Lot**") shall have special privilege in respect of the common property to install a gate in the front corner of the boundary fence to the Lot and keep such work and a right of exclusive use and enjoyment of that part of the common property affected by the installation of the gate incorporating:

1. The removal of one portion of the boundary fence
2. The installation of a new gate of the same design and material as the boundary fence.

2. Conditions

2.1 Prior to Undertaking Works

Prior to undertaking the works the owner must obtain and provide to the Owners Corporation:

1. Any required approval of Council for the performance of the works,
2. A certificate of currency of insurance policy or policies of the contractor carrying out the works which is affected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - (a) Contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10 million,
 - (b) Any insurance required in respect of the works under section 92 of the Home Building Act 1989, and
 - (c) Workers compensation in accordance with applicable legislation.

2.2 Performance of Works

In carrying out of the works, the owner (including any contractor involved in the performance of the works on behalf of the owners must:

1. Ensure that the works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the building code of Australia and relevant Australian standards and in such a way as to minimize disruption or inconvenience to any owner or occupier of any other lot in the Strata scheme,
2. Carry out the works substantially in accordance with the clause 1, and if Council approval was required, as approved by Council,
3. Not materially amend or vary the works without the approval in writing of the Owners Corporation and if required Lake Macquarie City Council,
4. Take reasonable precautions to protect all areas of the building outside the Lot from damage by the works,
5. Transport all construction materials, equipment, debris, and other material associated with the works over common property in the manner reasonably directed by the Owners Corporation,
6. Keep all areas of the building outside the Lot clean and tidy throughout the performance works,
7. Ensure that, so far as is reasonably practicable, the works are performed wholly within the Lot,
8. Remove all debris from the building resulting from the works as soon as possible and in accordance with reasonable directions of the Owners Corporation,
9. Only perform the works at the times approved by the Owners Corporation (acting reasonably),
10. Ensure the works do not interfere with or damage the common property, the property of any other Lot Owner or any Utility Service otherwise than as approved in this by-law,
11. Make good any damage caused by the owner in the performance of the works within a reasonable period after the damage occurs, and
12. Subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the owner, complete the works within two months of their commencement.

2.3 Completion of Works

1. The Owner must advise the Owners Corporation when works are completed.
2. If the approval of Lake Macquarie City Council is required to carry out the works, on completion of the works the owner must provide to the Owner Corporation the certificate required by the Council that the works comply with the conditions of any Council approval.

3. Liability and Indemnity

1. The Owners are liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
2. The Owner must indemnify the Owners Corporation against any loss or damage, cost charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the works or the performance thereof, including without limitation any liability under section 122(6) of the Strata Schemes Management Act 2015 in respect of any property of the Owner.

4. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the works and common property affected by the works (including but not limited to the fixtures and fittings installed as part of the works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

5. Costs

1. The works must be undertaken at the cost of the Owner.
2. The Owner must pay the reasonable costs of the Owners Corporation in preparing making, registering, implementing and enforcing this by-law.

6. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

1. Carry out all necessary to perform that obligation
2. Enter upon any part of the Lot to carry out that work
3. Recover the reasonable costs of carrying out that work from the Owner and reasonable expenses incurred by the Owners Corporation in recovering those costs including legal costs; and the owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Special by-law no. 11 – Authorisation of building works in lot 12

1. Grant of special privilege and exclusive use rights.

On conditions set out in this by-law the Owner for the time being (referred to in this by-law as the "**Owner**") of Lot 12 (the "**Lot**") shall have special privilege in respect of the common property to carry out building works to refurbish the Lot and keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

(A) Works to Main Bathroom:

1. The removal of existing floor and wall tiles, water proofing and fixtures and fittings including the toilet, shower, shower screen, basin, bath, tapware, and vanity.
2. The installation of new bathroom wall and floor tiles, new waterproofing, new fixtures, and fittings including the toilet, shower, shower screen, basin, bath, tapware, and vanity.
3. All related electrical, plumbing, building and water proofing services to be completed by licensed tradespersons.
4. Plumbing, electrical and waste to stay in original position.

(B) Works to Ensuite Bathroom:

1. The removal of existing floor and wall tiles, water proofing and fixtures and fittings including the toilet, shower, shower screen, basin, bath, tapware, and vanity.
2. The installation of new bathroom wall and floor tiles, new waterproofing, new fixtures, and fittings including the toilet, shower, shower screen, basin, bath, tapware, and vanity.

3. All related electrical, plumbing, building and water proofing services to be completed by licensed tradespersons.

4. Plumbing, electrical and waste to stay in original position.

(C) Works to Laundry:

1. The removal of existing floor tiles and skirting tiles on the wall, water proofing and fixtures and fittings including the basin, tapware, and cabinetry.

2. The installation of new floor tiles and skirting tiles on the wall, water proofing and fixtures and including the basin, tapware, and cabinetry.

3. All related electrical, plumbing, waste and water works to be completed by licensed tradespersons.

4. Plumbing, electrical and waste to stay in original position.

2. Definitions

For the purposes of the by-law:

“**Council**” Means Lake Macquarie City Council

“**Utility Services**” means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law.

“**Works**” means and includes all of the building works described in claus1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purpose of the Strata Schemes Management Act 2015, that the word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the works the owner must obtain and provide to the Owners Corporation:

1. Any required approval of Council for the performance of the works,

2. A certificate of currency of insurance policy or policies of the contractor carrying out the works which is affected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

(a) Contractor’s all risk insurance incorporating public liability insurance in an amount of not less than \$10 million,

(b) Any insurance required in respect of the works under section 92 of the Home Building Act 1989, and

(c) Workers compensation in accordance with applicable legislation.

3.2 Performance of Works

In carrying out of the works, the owner (including any contractor involved in the performance of the works on behalf of the owners must:

1. Ensure that the works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the building code of Australia and relevant Australian standards and in such a way as to minimize disruption or inconvenience to any owner or occupier of any other lot in the Strata scheme,
2. Carry out the works substantially in accordance with the clause 1, and if Council approval was required, as approved by Council,
3. Not materially amend or vary the works without the approval in writing of the Owners Corporation and if required the Council,
4. Take reasonable precautions to protect all areas of the building outside the lot from damage by the works,
5. Transport all construction materials, equipment, debris, and other material associated with the works over common property in the manner reasonably directed by the Owners Corporation,
6. Keep all areas of the building outside the Lot clean and tidy throughout the performance works,
7. Ensure that, so far as is reasonably practicable, the works are performed wholly within the Lot,
8. Remove all debris from the building resulting from the works as soon as possible and in accordance with reasonable directions of the Owners Corporation,
9. Only perform the works at the times approved by the Owners Corporation (acting reasonably),
10. Ensure the works do not interfere with or damage the common property, the property of any other Lot Owner or any Utility Service otherwise than as approved in this by-law,
11. Make good any damage caused by the owner in the performance of the works within a reasonable period after the damage occurs, and
12. Subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the owner, complete the works within two months of their commencement.

3.3 Completion of Works

1. The Owner must advise the Owners Corporation when works are completed.
2. If the approval of the Council is required to carry out the works, on completion of the works the owner must provide to the Owner Corporation the certificate required by the Council that the works comply with the conditions of any Council approval.

4. Liability and Indemnity

1. The Owners are liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
2. The Owner must indemnify the Owners Corporation against any loss or damage, cost charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the works or the performance thereof, including without limitation any liability under section 122(6) of the Strata Schemes Management Act 2015 in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the works and common property affected by the works (including but not limited to the fixtures and fittings installed as part of the works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

1. The works must be undertaken at the cost of the Owner.
2. The Owner must pay the reasonable costs of the Owners Corporation in preparing making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

1. Carry out all necessary to perform that obligation
2. Enter upon any part of the Lot to carry out that work
3. Recover the reasonable costs of carrying out that work from the Owner and reasonable expenses incurred by the Owners Corporation in recovering those costs including legal costs; and the owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Special by-law no. 12 – Authorisation of building works in lot 20

1. Grant of special privilege and exclusive use rights.

On conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 20 (the "**Lot**") shall have special privilege in respect of the common property to carry out building works to refurbish the lot and keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

(A) Works to Kitchen including:

1. The removal of existing kitchen floor and wall tiles, benchtops, cupboards, and appliances.
2. Installation of new waterproofing, new fixtures including cupboards, benchtops, tapware, floor and wall coverings and new appliances.
3. All related electrical, plumbing, waterproofing and building works to be completed by licensed tradespersons.
4. Plumbing, electrical and waste to stay in original position.

(B) Works to Main Bathroom:

1. The removal of existing floor and wall tiles water proofing and fixtures and fittings including the toilet, shower, shower screen, basin, bath, tapware, and vanity.
2. The installation of new bathroom wall and floor tiles, new waterproofing, new fixtures, and fittings including the toilet, shower, shower screen, basin, bath, tapware, and vanity.
3. All related electrical, plumbing, building and water proofing services to be completed by tradespersons.

4. Plumbing, electrical and waste to stay in original position.

(C) Works to Ensuite Bathroom:

1. The removal of existing floor and wall tiles water proofing and fixtures and fittings including the toilet, shower, shower screen, basin, bath, tapware, and vanity.

2. The installation of new bathroom wall and floor tiles, new waterproofing, new fixtures, and fittings including the toilet, shower, shower screen, basin, bath, tapware, and vanity.

3. All related electrical, plumbing, building and water proofing services to be completed by licensed tradespersons.

4. Plumbing, electrical and waste to stay in original position.

(D) Works to Laundry:

1. The removal of existing floor tiles and skirting tiles on the wall, water proofing and fixtures and fittings including the basin, tapware, and cabinetry.

2. The installation of new floor tiles and skirting tiles on the wall, water proofing and fixtures and including the basin, tapware, and cabinetry.

3. All related electrical, plumbing, waste and water works to be completed by tradesperson.

4. Plumbing, electrical and waste to stay in original position.

(E) Replacement Floor Coverings:

1. Existing hallway and lounge/dining timber floor will be replaced with a new hybrid vinyl timber floor including acoustic backing, approved for multi-story living with a "weighted, standardised impact sound pressure level" (LnT,w) value of <52dB.2.

2. Definitions

For the purposes of the by-law:

"**Council**" Means Lake Macquarie Council

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law.

"**Works**" means and includes all of the building works described in claus1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purpose of the Strata schemes management Act 2015, that the word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the works the owner must obtain and provide to the Owners Corporation:

1. Any required approval of Council for the performance of the works;

2. A certificate of currency of insurance policy or policies of the contractor carrying out the works which is affected with a reputable insurance company reasonably satisfactory to the Owners Corporation for;

3. Contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000.
4. Any insurance required in respect of the works under section 92 of the home building Act 1989, and
5. Workers compensation in accordance with applicable legislation.

3.2 Performance of Works

In carrying out of the works, the owner (including any contractor involved in the performance of the works on behalf of the owners must:

1. Ensure that the works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the building code of Australia and relevant Australia standards and in such a way as to minimize disruption or inconvenience to any owner or occupier of any other lot in the Strata scheme;
2. Carry out the works substantially in accordance with the clause 1, and if Council approval was required, as approved by Council;
3. Not materially amend or vary the works without the approval in writing of the Owners Corporation and if required the Council.
4. Take reasonable precautions to protect all areas of the building outside the lot from damage by the works.
5. Transport all construction materials, equipment, debris, and other material associated with the works over common property in the manner reasonably directed by the Owners Corporation.
6. Keep all areas of the building outside the Lot clean and tidy throughout the performance works.
7. Ensure that, so far as is reasonably practicable, the works are performed wholly within the Lot.
8. Remove all debris from the building resulting from the works as soon as possible and in accordance with reasonable directions of the Owners Corporation.
9. Only perform the works at the times approved by the Owners Corporation (acting reasonably).
10. Ensure the works do not interfere with or damage the common property, the property of any other Lot Owner or any Utility Service otherwise than as approved in this by-law.
11. Make good any damage caused by the owner in the performance of the works within a reasonable period after the damage occurs.
12. Subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the owner, complete the works within two months of their commencement.

3.3 Completion of Works

1. The owner must advise the Owners Corporation when works are completed.
2. If the approval of the Council is required to carry out the works, on completion of the works the owner must provide to the Owner Corporation the certificate required by the council that the works comply with the conditions of any council approval.

4. Liability and Indemnity

1. The Owners are liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
2. The Owner must indemnify the Owners Corporation against any loss or damage, cost charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the works or the performance thereof, including without limitation any liability under section 122(6) of the Strata Schemes Management Act 2015 in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must. At their own cost, maintain the alterations and additions installed in the course of the works and common property affected by the works (including but not limited to the fixtures and fittings installed as part of the works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

1. The works must be undertaken at the cost of the Owner.
2. The Owner must pay the reasonable costs of the Owners Corporation in preparing making, registering, implementing, and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

1. Carry out all necessary to perform that obligation
2. Enter upon any part of the lot to carry out that work
3. Recover the costs of carrying out that work from the Owner and expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis; and the owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Special by-law no. 13 – Authorisation of building works in lot 26

1. Grant of special privilege and exclusive use rights.

On conditions set out in this by-law the Owner for the time being (referred to in this by-law as the "**Owner**") of Lot 26 (the "**Lot**") shall have special privilege in respect of the common property to carry out building works to refurbish the Lot and keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

(A) Works to Main Bathroom:

1. The removal of existing floor and wall tiles, water proofing and fixtures and fittings including the toilet, shower, shower screen, basin, bath, tapware, and vanity.
2. The installation of new bathroom wall and floor tiles, new waterproofing, new fixtures, and fittings including the toilet, shower, shower screen, basin, bath, tapware, and vanity.
3. All related electrical, plumbing, building and water proofing services to be completed by licensed tradespersons.

4. Plumbing, electrical and waste to stay in original position.

(B) Works to Ensuite Bathroom:

1. The removal of existing floor and wall tiles, water proofing and fixtures and fittings including the toilet, shower, shower screen, basin, bath, tapware, and vanity.

2. The installation of new bathroom wall and floor tiles, new waterproofing, new fixtures, and fittings including the toilet, shower, shower screen, basin, bath, tapware, and vanity.

3. All related electrical, plumbing, building and water proofing services to be completed by licensed tradespersons.

4. Plumbing, electrical and waste to stay in original position.

(C) Works to Laundry:

1. The removal of existing floor tiles and skirting tiles on the wall, water proofing and fixtures and fittings including the basin, tapware, and cabinetry.

2. The installation of new floor tiles and skirting tiles on the wall, water proofing and fixtures and including the basin, tapware, and cabinetry.

3. All related electrical, plumbing, waste and water works to be completed by licensed tradespersons.

4. Plumbing, electrical and waste to stay in original position.

2. Definitions

For the purposes of the by-law:

"Council" Means Lake Macquarie City Council

"Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law.

"Works" means and includes all of the building works described in claus1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purpose of the Strata Schemes Management Act 2015, that the word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the works the owner must obtain and provide to the Owners Corporation:

1. Any required approval of Council for the performance of the works,

2. A certificate of currency of insurance policy or policies of the contractor carrying out the works which is affected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

(a) Contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10 million,

(b) Any insurance required in respect of the works under section 92 of the Home Building Act 1989, and

(c) Workers compensation in accordance with applicable legislation.

3.2 Performance of Works

In carrying out of the works, the owner (including any contractor involved in the performance of the works on behalf of the owners must:

1. Ensure that the works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the building code of Australia and relevant Australian standards and in such a way as to minimize disruption or inconvenience to any owner or occupier of any other lot in the Strata scheme,
2. Carry out the works substantially in accordance with the clause 1, and if Council approval was required, as approved by Council,
3. Not materially amend or vary the works without the approval in writing of the Owners Corporation and if required the Council,
4. Take reasonable precautions to protect all areas of the building outside the lot from damage by the works,
5. Transport all construction materials, equipment, debris, and other material associated with the works over common property in the manner reasonably directed by the Owners Corporation,
6. Keep all areas of the building outside the Lot clean and tidy throughout the performance works,
7. Ensure that, so far as is reasonably practicable, the works are performed wholly within the Lot,
8. Remove all debris from the building resulting from the works as soon as possible and in accordance with reasonable directions of the Owners Corporation,
9. Only perform the works at the times approved by the Owners Corporation (acting reasonably),
10. Ensure the works do not interfere with or damage the common property, the property of any other Lot Owner or any Utility Service otherwise than as approved in this by-law,
11. Make good any damage caused by the owner in the performance of the works within a reasonable period after the damage occurs, and
12. Subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the owner, complete the works within two months of their commencement.

3.3 Completion of Works

1. The Owner must advise the Owners Corporation when works are completed.
2. If the approval of the Council is required to carry out the works, on completion of the works the owner must provide to the Owner Corporation the certificate required by the Council that the works comply with the conditions of any Council approval.

4. Liability and Indemnity

1. The Owners are liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

2. The Owner must indemnify the Owners Corporation against any loss or damage, cost charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the works or the performance thereof, including without limitation any liability under section 122(6) of the Strata Schemes Management Act 2015 in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the works and common property affected by the works (including but not limited to the fixtures and fittings installed as part of the works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

1. The works must be undertaken at the cost of the Owner.
2. The Owner must pay the reasonable costs of the Owners Corporation in preparing making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

1. Carry out all necessary to perform that obligation
2. Enter upon any part of the Lot to carry out that work
3. Recover the reasonable costs of carrying out that work from the Owner and reasonable expenses incurred by the Owners Corporation in recovering those costs including legal costs; and the owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Special by-law no. 14 – Authorisation of building works in lot 1

1. Grant of special privilege and exclusive use rights.

On conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 1 (the "**Lot**") shall have special privilege in respect of the common property to carry out building works to refurbish the lot and keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

(A) Works to Main Bathroom:

1. The removal of existing floor and wall tiles water proofing and fixtures and fittings including the toilet, shower, shower screen, basin, bath, tapware, and vanity.
2. Removal of existing ceiling to enable square set wall tiles.
3. The installation of new bathroom wall and floor tiles, new waterproofing, new fixtures, and fittings including the toilet, shower, shower screen, basin, bath, ventilation, tapware, and vanity
4. Replace ceiling.
5. All related electrical, plumbing and water proofing services to be completed by fully licensed and insured contractors.
6. Plumbing, electrical and wastes to remain in existing positions.

(B) Works to Ensuite Bathroom:

1. The removal of existing floor and wall tiles water proofing and fixtures and fittings including the toilet, shower, shower screen, basin, bath, tapware, and vanity.
2. Removal of existing ceiling to enable square set wall tiles.
3. The installation of new bathroom wall and floor tiles, new waterproofing, new fixtures, and fittings including the toilet, shower, shower screen, basin, bath, ventilation, tapware, and vanity.
4. Replace ceiling.
5. All related electrical, plumbing and water proofing services to be completed by fully licensed and insured contractor.
6. Plumbing, electrical and wastes to remain in existing positions.

(C) Works to Laundry:

1. The removal of existing floor tiles and skirting tiles on the wall, water proofing and fixtures and fittings including the basin, tapware, and cabinetry.
2. Removal of existing ceiling to enable square set wall tiles.
3. The installation of new floor tiles, skirting and wall tiles on the wall, water proofing and fixtures and including the basin, ventilation, tapware, and cabinetry.
4. All related electrical, plumbing, and water proofing to be completed by fully licensed and insured contractors.
5. Plumbing, electrical and wastes to stay in existing positions.

2. Definitions

For the purposes of the by-law:

"Council" Means Lake Macquarie Council

"Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law.

"Works" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purpose of the Strata schemes management Act 2015, that the word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the works the owner must obtain and provide to the Owners Corporation:

1. Any required approval of Council for the performance of the works;
2. A certificate of currency of insurance policy or policies of the contractor carrying out the works which is affected with a reputable insurance company reasonably satisfactory to the Owners Corporation for;

(a) Contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000.

(b) Any insurance required in respect of the works under section 92 of the home building Act 1989, and

(c) Workers compensation in accordance with applicable legislation.

3.2 Performance of Works

In carrying out of the works, the owner (including any contractor involved in the performance of the works on behalf of the owners) must:

1. Ensure that the works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the building code of Australia and relevant Australian standards and in such a way as to minimize disruption or inconvenience to any owner or occupier of any other lot in the Strata scheme.
2. Carry out the works substantially in accordance with the clause 1, and if Council approval was required, as approved by Council;
3. Not materially amend or vary the works without the approval in writing of the Owners Corporation and if required the Council.
4. Take reasonable precautions to protect all areas of the building outside the lot from damage by the works.
5. Transport all construction materials, equipment, debris, and other material associated with the works over common property in the manner reasonably directed by the Owners Corporation.
6. Keep all areas of the building outside the Lot clean and tidy throughout the performance of the works.
7. Ensure that, so far as is reasonably practicable, the works are performed wholly within the Lot.
8. Remove all debris from the building resulting from the works as soon as possible and in accordance with reasonable directions of the Owners Corporation.
9. Only perform the works at the times approved by the Owners Corporation (acting reasonably).
10. Ensure the works do not interfere with or damage the common property, the property of any other Lot Owner or any Utility Service otherwise than as approved in this by-law
11. Make good any damage caused by the owner in the performance of the works within a reasonable period after the damage occurs.
12. Subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the owner, complete the works within two months of their commencement.

3.3 Completion of Works

1. The owner must advise the Owners Corporation when works are completed.
2. If the approval of the Council is required to carry out the works, on completion of the works the owner must provide to the Owner Corporation the certificate required by the council that the works comply with the conditions of any council approval.

4. Liability and Indemnity

1. The Owners is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
2. The Owner must indemnify the Owners Corporation against any loss or damage, cost charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the works or the performance thereof, including without limitation any liability under section 122(6) of the Strata Schemes Management Act 2015 in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the works and common property affected by the works (including but not limited to the fixtures and fittings installed as part of the works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

1. The works must be undertaken at the cost of the Owner.
2. The Owner must pay the reasonable costs of the Owners Corporation in preparing making, registering, implementing, and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

1. Carry out all things necessary to perform that obligation
2. Enter upon any part of the lot to carry out that work
3. Recover the costs of carrying out that work from the Owner and expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis. And the owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Special by-law no. 15 – Authorisation of Building Works in Lot 25 (passed 24 May 2023)

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 25 (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

- (a) Removal of the existing window and all ancillary fittings and fixtures that servicing the living room of the Lot; and
- (b) Replacing that window with a new single pane single glaze 6mm toughened glass window of approximately 76mm x 35mm and all ancillary fittings and fixtures.
- (c) For clarity, the opening in the wall in which the window is installed will remain the same size.

substantially in accordance with the drawings annexed to and forming part of this by-law at Annexure A (the "**Plans**").

2. Definitions

For the purposes of this by-law:

"**Council**" means Lack Macquarie Council and any successor;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works;
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
 - iii. workers' compensation in accordance with applicable legislation.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by suitably licensed and registered contractors in compliance with relevant provisions of the Building Code of Australia, relevant Australian Standards, and applicable legislation (including the *Design and Building Practitioners Act 2020* and any regulations made thereunder) and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the Plans and the description in clause 1 and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;

- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.3 Completion of Works

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

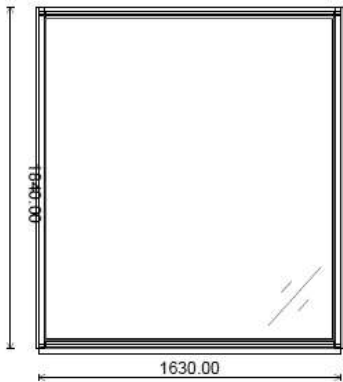
7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach , then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Annexure A

Comments: WHITE BIRCH GA057A Std. powdercoat finish	
Remove existing, take away rubbish, supply and install firm price valid for 30 days	
Item 1:	Quantity
	<p>76mmx35mm Centre Single Glazed</p> <p>Frame Size: H: 1840.00 x W: 1630.00</p> <p>Finish: White Birch Gloss-Interpon</p> <p>Window Rating N2 PS : 400 PW : 150 PU : 900</p> <p>Glass Type: 6mm Toughened Clear,</p> <p>Options: Sub Head Type: Standard (TJ780) Sub Sill Type: Standard (TJ758) Sub Jamb Type: Angles (2 x AN2040)</p>
	1



A Soronaivalu

Electronic signature of me,
 Amanda Soronaivalu affixed
 by me on 14 June 2023

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A Soronaivalu

Electronic signature of m
 Amanda Soronaivalu affi
 by me on 14 June 2023



Form: 15CH
Release: 2.3

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

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

**Strata Schemes Management Act 2015
Real Property Act 1900**

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

(A) **TORRENS TITLE**

For the common property CP/SP61569

(B) **LODGED BY**

Document Collection Box	Name	Ashley Howard	CODE CH		
	Company	Kerin Benson Lawyers			
	Address	Suite 9.01, 46 Market Street, Sydney NSW 2000			
	E-mail	Ashley@kerinbensonlawyers.com.au		Contact Number	(02) 8706 7060
	Customer Account Number (IF APPLICABLE)	Reference		006081	

- (C) The Owner-Strata Plan No. 61569 certify that a special resolution was passed on 24/5/2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. SPECIAL BY-LAW NO. 15
- Amended by-law No. NOT APPLICABLE
- as fully set out below :
- See Annexure A pages 58 to 61.

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

(G) The seal of The Owners-Strata Plan No. 61569 was affixed on 14 June 2023 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 : A Soronaivalu

Name : Amanda Soronaivalu

Authority : Strata Manager

Signature : _____

Name : _____

Authority : _____

Electronic signature of me,
Amanda Soronaivalu affixed
by me on 14 June 2023



12 February 2025

FOCUS
PO Box 882
NARELLAN NSW 2567

Our Ref:173609
Your Ref:
VL:JL:253209:196654
ABN 81 065 027 868

**PLANNING CERTIFICATE UNDER THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: 69.00
Receipt No: 13827548
Receipt Date: 3 February 2025

DESCRIPTION OF LAND

Address: 16/41 Walter Street, BELMONT NSW 2280
Lot Details: Lot 16 SP 61569
Parish: Kahibah
County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER



ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)

1 Names of Relevant Planning Instruments and Development Control Plans

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 4 Koala habitat protection 2021

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Housing) 2021 -

Chapter 2 Affordable housing

State Environmental Planning Policy (Housing) 2021 –

Chapter 3 Diverse housing

State Environmental Planning Policy (Housing) 2021 –

Chapter 4 Design of residential apartment development

State Environmental Planning Policy (Industry and Employment) 2021 –

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 4 Concurrences and consents

State Environmental Planning Policy (Precincts—Central River City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Eastern Harbour City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts—Western Parkland City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 –

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 2 Coastal management

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

- (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.

Lake Macquarie Local Environmental Plan 2014 (Amendment No. RZ/4/2023) – Housing Diversity

Lake Macquarie Draft Development Control Plan 2014

- (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 includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

2 Zoning and land use under relevant Local Environmental Plans

(1) The following answers (a) to (f) relate to the instrument (see 1(1) above).

(a)

(i) The identity of the zone applying to the land.

R3 Medium Density Residential

under Lake Macquarie Local Environmental Plan 2014

(ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.

Exempt development as provided in Schedule 2; Home occupations

(iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Registered clubs; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Sewage reticulation systems; Sewage treatment plants; Shop top housing; Tank-based aquaculture; Water recreation structures; Water recycling facilities; Water supply systems

(iv) The purposes for which the Instrument provides that development is prohibited within the zone.

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

NOTE: The advice in sections (a) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 2014 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

(b) Whether additional permitted uses apply to the land,

No

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

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

(d) Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

No

- (e) Whether the land is in a conservation area (however described).

No

- (f) Whether an item of environmental heritage (however described) is situated on the land.

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 1 Heritage items.

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas.

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites.

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 4 Landscape items.

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

There are no heritage items listed for this land within Local Environmental Plan 2004 Schedule 4 Part 1.

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

There are no heritage items listed for this land within Local Environmental Plan 2004 Part 11 Clause 150 – South Wallarah Peninsula.

Local Environmental Plan 2014 Heritage Map

The land is not identified as a Village Precinct on the Heritage Map.

NOTE: An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System (AHIMS), may affect the land. Aboriginal objects are protected under the National Parks and Wildlife Act 1974. If Aboriginal objects are found during development, works are to stop and the Office of Environment and Heritage (OEH) contacted immediately. For further information and to access the AHIMS registrar, refer to <http://www.environment.nsw.gov.au>

- (2) The following answers relate to the Draft Instrument (see 1(2) above).

- (a) Nil

NOTE: The advice in section (a) above relates only to restrictions that apply by virtue of the zones indicated. The Draft instrument may include additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

- (b) Whether draft additional permitted uses apply to the land
No
- (c) Whether any draft development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.
There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.
- (d) Whether the land is in a draft area of outstanding biodiversity value under *the Biodiversity Conservation Act 2016*,
No
- (e) Whether the land is in a draft conservation area (however described).
No
- (f) Whether a draft item of environmental heritage (however described) is situated on the land.
No

3 Contributions Plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.
Lake Macquarie City Council Development Contributions Plan - Belmont Contributions Catchment - 2017
The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019
- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4, and the name of the Ministerial planning order in which the region is identified.
Yes,
The subject land is within The Lower Hunter Region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

- (3) If the land is in a special contributions area to which a continued 7.23 determination applies,
Nil
- (4) In this section continued 7.23 determination means a 7.23 determination that -
- (a) has been continued in force by the Act, Schedule 4, Part 1, and
 - (b) has not been repealed as provided by that part.

NOTE: **The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.**

4 Complying development

The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) or (4), and 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 16 SP 61569

Complying development under the Housing Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Low Rise Housing Diversity Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 16 SP 61569

Complying development under the Low Rise Housing Diversity Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Low Rise Housing Diversity Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Housing Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 16 SP 61569

Complying development under the Housing Alterations Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Commercial and Industrial Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 16 SP 61569

Complying development under the Commercial and Industrial Alterations Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Commercial and Industrial (New Buildings and Additions) Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 16 SP 61569

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high

aboriginal cultural significance.

Subdivisions Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 16 SP 61569

Complying development under the Subdivisions Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Rural Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 16 SP 61569

Complying development under the Rural Housing Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Rural Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Greenfield Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 16 SP 61569

Complying development under the Greenfield Housing Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then

complying development under the Greenfield Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

General Development Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 16 SP 61569

Complying development under the General Development Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Demolition Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 16 SP 61569

Complying development under the Demolition Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Fire Safety Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 16 SP 61569

Complying development under the Fire Safety Code **MAY NOT** be carried out on any part of

the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Container Recycling Facilities Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 16 SP 61569

Complying development under the Container Recycling Facilities Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

5 Exempt development

The extent to which the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of clauses 1.16(1)(b1)–(d) or 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: If a lot is not specifically listed in this section then, Exempt development under this Code **MAY** be carried out on the lot.

6 Affected building notices and building product rectification orders

- (1) (a) Whether there is any affected building notice of which the council is aware that is in force in respect of the land.

No, Council **has not** been notified that an affected building notice is in force in respect of this land.

- (b) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with.

A building rectification order **is not** in force in respect of this land.

- (c) Whether any notice of intention to make a building product rectification order of

which the council is aware has been given in respect of the land and is outstanding.

A notice of intention to make a building product rectification order **has not** been given in respect of this land.

(2) In this section -

Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017

Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017

7 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Section 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No

8 Road widening and road realignment

Whether the land is affected by any road widening or realignment under:

(a) Division 2 of Part 3 of the *Roads Act 1993*.

No

(b) any environmental planning instrument.

No

(c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the Section 10.7 Subsection (5) certificate.

9 Flood related development controls information

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Yes

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Yes

NOTE: Land in this area that is subject to flood related development controls relating to the PMF includes sensitive uses such as boarding houses, caravan parks, correctional centres, early education and care facilities, eco-tourist facilities, educational establishments, emergency services facilities, group homes, hazardous industries, hazardous storage establishments, hospitals, hostels, information and education facilities, police stations, respite day care centres, residential care facilities, seniors housing, sewerage systems, tourist and visitor accommodation and water supply systems.

- (3) In this section -
flood planning area has the same meaning as in the Flood Risk Management Manual.
Flood Risk Management Manual means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.
probable maximum flood has the same meaning as in the Flood Risk Management Manual.

ADVICE: Further information on the development restriction mentioned, may be obtained from Council's *Property Flooding Information Summary* Flood Report Web Tool, which provides information about the flood hazard for a specified property (lot) in Lake Macquarie City. [Flood Report Tool - Lake Macquarie City Council](#)

10 Council and other public authority policies on hazard risk restrictions

- (1) Whether or not the land is affected by a **POLICY** that restricts the development of the land because of the likelihood of:
- (a) land slip or subsidence
- Yes
- Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.
- (b) bushfire
- No

(c) tidal inundation

No

(d) acid sulfate soils

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

(e) contaminated or potentially contaminated land

Yes

Council has adopted a policy that may restrict the development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Council does not hold sufficient information about previous use of the land to determine whether the land is contaminated. Consideration of Council's adopted Policy located in the applicable DCP noted in Clause 1(3) above, and the application of provisions under relevant State legislation is recommended.

(f) aircraft noise

No

(g) salinity

No

(h) any other risk (other than flooding).

No

(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.

NOTE:

The absence of a council policy restricting development of the land by reason of a particular natural hazard does not mean that the risk from that hazard is non-existent.

11 Bush Fire Prone Land

Note: If a lot is not specifically listed in this section then, **NONE** of that lot is bush fire prone land.

12 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division

No. Council **has not** been notified that a residential premises erected on this land has been identified in the NSW Fair Trading Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

13 Mine subsidence

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

The land IS NOT WITHIN a Mine Subsidence District declared under section 20 of the Coal Mine Subsidence Compensation Act 2017.

NOTE: The advice in section 13 above relates only to a Mine Subsidence District. Further information relating to underground mining which may occur outside Mine Subsidence Districts should be sought. Underground mining information can be found on the Subsidence Advisory NSW website.

14 Paper subdivision information

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

Nil

(2) The date of any subdivision order that applies to the land.

Not Applicable

(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

The land IS NOT subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

16 Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

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

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

NOTE: Biodiversity certified land includes land certified under the [Threatened Species Conservation Act 1995](#), Part 7AA that is taken to be certified under the [Biodiversity Conservation Act 2016](#), Part 8.

18 Orders under *Trees (Disputes Between Neighbours) Act 2006*

Has an order been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

The land IS NOT subject to an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Nil

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 the commencement of section 553B of the *Local Government Act 1993*.

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,
No
- (b) shown on the [Lighting Intensity and Wind Shear Map](#),
No
- (c) shown on the [Obstacle Limitation Surface Map](#),
No
- (d) in the “public safety area” on the [Public Safety Area Map](#),
No
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).
No

21 Conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 88(2) that have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

Nil

22 Site compatibility certificates and conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.
- (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).

Nil

- (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).

Council is not aware of any conditions of a development consent referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

- (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

Whether water or sewerage services are, or are to be, provided by a utility, other than a public water utility, under the Water Industry Competition Act 2006.

No

NOTE: The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

Matters arising under the Contaminated Land Management Act 1997 (s59 (2))

- (a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No

- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

ATTACHMENT:

Complimentary Certificate for the Real Property Lot

12 February 2025

FOCUS
PO Box 882
NARELLAN NSW 2567

Our Ref:173605
Your Ref:
ABN 81 065 027 868

**PLANNING CERTIFICATE UNDER THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: 0.00
Receipt No: 13827548
Receipt Date: 3 February 2025

DESCRIPTION OF LAND

Address: 41 Walter Street, BELMONT NSW 2280
Lot Details: Lot 1 DP 881008
Parish: Kahibah
County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER



ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)

1 Names of Relevant Planning Instruments and Development Control Plans

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 4 Koala habitat protection 2021

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Housing) 2021 -

Chapter 2 Affordable housing

State Environmental Planning Policy (Housing) 2021 –

Chapter 3 Diverse housing

State Environmental Planning Policy (Housing) 2021 –

Chapter 4 Design of residential apartment development

State Environmental Planning Policy (Industry and Employment) 2021 –

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 4 Concurrences and consents

State Environmental Planning Policy (Precincts—Central River City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Eastern Harbour City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts—Western Parkland City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 –

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 2 Coastal management

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

- (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.

Lake Macquarie Local Environmental Plan 2014 (Amendment No. RZ/4/2023) – Housing Diversity

Lake Macquarie Draft Development Control Plan 2014

- (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 includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

2 Zoning and land use under relevant Local Environmental Plans

(1) The following answers (a) to (f) relate to the instrument (see 1(1) above).

(a)

(i) The identity of the zone applying to the land.

R3 Medium Density Residential

under Lake Macquarie Local Environmental Plan 2014

(ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.

Exempt development as provided in Schedule 2; Home occupations

(iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Registered clubs; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Sewage reticulation systems; Sewage treatment plants; Shop top housing; Tank-based aquaculture; Water recreation structures; Water recycling facilities; Water supply systems

(iv) The purposes for which the Instrument provides that development is prohibited within the zone.

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

NOTE: The advice in sections (a) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 2014 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

(b) Whether additional permitted uses apply to the land,

No

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

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

(d) Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

No

- (e) Whether the land is in a conservation area (however described).

No

- (f) Whether an item of environmental heritage (however described) is situated on the land.

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 1 Heritage items.

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas.

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites.

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 4 Landscape items.

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

There are no heritage items listed for this land within Local Environmental Plan 2004 Schedule 4 Part 1.

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

There are no heritage items listed for this land within Local Environmental Plan 2004 Part 11 Clause 150 – South Wallarah Peninsula.

Local Environmental Plan 2014 Heritage Map

The land is not identified as a Village Precinct on the Heritage Map.

NOTE: An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System (AHIMS), may affect the land. Aboriginal objects are protected under the National Parks and Wildlife Act 1974. If Aboriginal objects are found during development, works are to stop and the Office of Environment and Heritage (OEH) contacted immediately. For further information and to access the AHIMS registrar, refer to <http://www.environment.nsw.gov.au>

- (2) The following answers relate to the Draft Instrument (see 1(2) above).

- (a) Nil

NOTE: The advice in section (a) above relates only to restrictions that apply by virtue of the zones indicated. The Draft instrument may include additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

- (b) Whether draft additional permitted uses apply to the land
No
- (c) Whether any draft development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.
There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.
- (d) Whether the land is in a draft area of outstanding biodiversity value under *the Biodiversity Conservation Act 2016*,
No
- (e) Whether the land is in a draft conservation area (however described).
No
- (f) Whether a draft item of environmental heritage (however described) is situated on the land.
No

3 Contributions Plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.
Lake Macquarie City Council Development Contributions Plan - Belmont Contributions Catchment - 2017
The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019
- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4, and the name of the Ministerial planning order in which the region is identified.
Yes,
The subject land is within The Lower Hunter Region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.
- (3) If the land is in a special contributions area to which a continued 7.23 determination applies,
Nil
- (4) In this section continued 7.23 determination means a 7.23 determination that -
(a) has been continued in force by the Act, Schedule 4, Part 1, and
(b) has not been repealed as provided by that part.

NOTE: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4 Complying development

The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) or (4), and 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1 DP 881008

Complying development under the Housing Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Low Rise Housing Diversity Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1 DP 881008

Complying development under the Low Rise Housing Diversity Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Low Rise Housing Diversity Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Housing Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1 DP 881008

Complying development under the Housing Alterations Code **MAY NOT** be carried out on

any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Commercial and Industrial Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1 DP 881008

Complying development under the Commercial and Industrial Alterations Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Commercial and Industrial (New Buildings and Additions) Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1 DP 881008

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Subdivisions Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1 DP 881008

Complying development under the Subdivisions Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Rural Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1 DP 881008

Complying development under the Rural Housing Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Rural Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Greenfield Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1 DP 881008

Complying development under the Greenfield Housing Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Greenfield Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

General Development Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1 DP 881008

Complying development under the General Development Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high

aboriginal cultural significance.

Demolition Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1 DP 881008

Complying development under the Demolition Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Fire Safety Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1 DP 881008

Complying development under the Fire Safety Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Container Recycling Facilities Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1 DP 881008

Complying development under the Container Recycling Facilities Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

5 Exempt development

The extent to which the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of clauses 1.16(1)(b1)–(d) or 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: If a lot is not specifically listed in this section then, Exempt development under this Code **MAY** be carried out on the lot.

6 Affected building notices and building product rectification orders

- (1) (a) Whether there is any affected building notice of which the council is aware that is in force in respect of the land.

No, Council **has not** been notified that an affected building notice is in force in respect of this land.

- (b) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with.

A building rectification order **is not** in force in respect of this land.

- (c) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

A notice of intention to make a building product rectification order **has not** been given in respect of this land.

- (2) In this section -

Affected building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*

Building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*

7 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Section 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No

8 Road widening and road realignment

Whether the land is affected by any road widening or realignment under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*.

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the Section 10.7 Subsection (5) certificate.

9 Flood related development controls information

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.
Yes
- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.
Yes

NOTE:

Land in this area that is subject to flood related development controls relating to the PMF includes sensitive uses such as boarding houses, caravan parks, correctional centres, early education and care facilities, eco-tourist facilities, educational establishments, emergency services facilities, group homes, hazardous industries, hazardous storage establishments, hospitals, hostels, information and education facilities, police stations, respite day care centres, residential care facilities, seniors housing, sewerage systems, tourist and visitor accommodation and water supply systems.

- (3) In this section -
flood planning area has the same meaning as in the Flood Risk Management Manual.
Flood Risk Management Manual means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.
probable maximum flood has the same meaning as in the Flood Risk Management Manual.

ADVICE: Further information on the development restriction mentioned, may be obtained from Council's *Property Flooding Information Summary* Flood Report Web Tool, which provides information about the flood hazard for a specified property (lot) in Lake Macquarie City. [Flood Report Tool - Lake Macquarie City Council](#)

10 Council and other public authority policies on hazard risk restrictions

- (1) Whether or not the land is affected by a **POLICY** that restricts the development of the land because of the likelihood of:
 - (a) land slip or subsidence
Yes
Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.
 - (b) bushfire

- No
- (c) tidal inundation
No
- (d) acid sulfate soils
Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

- (e) contaminated or potentially contaminated land
Yes

Council has adopted a policy that may restrict the development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Council does not hold sufficient information about previous use of the land to determine whether the land is contaminated. Consideration of Council's adopted Policy located in the applicable DCP noted in Clause 1(3) above, and the application of provisions under relevant State legislation is recommended.

- (f) aircraft noise
No
- (g) salinity
No
- (h) any other risk (other than flooding).
No

(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.

NOTE: **The absence of a council policy restricting development of the land by reason of a particular natural hazard does not mean that the risk from that hazard is non-existent.**

11 Bush Fire Prone Land

Note: If a lot is not specifically listed in this section then, **NONE** of that lot is bush fire prone land.

12 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division

No. Council **has not** been notified that a residential premises erected on this land has been identified in the NSW Fair Trading Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

13 Mine subsidence

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

The land IS NOT WITHIN a Mine Subsidence District declared under section 20 of the Coal Mine Subsidence Compensation Act 2017.

NOTE: The advice in section 13 above relates only to a Mine Subsidence District. Further information relating to underground mining which may occur outside Mine Subsidence Districts should be sought. Underground mining information can be found on the Subsidence Advisory NSW website.

14 Paper subdivision information

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

Nil

(2) The date of any subdivision order that applies to the land.

Not Applicable

(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

The land IS NOT subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

16 Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

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

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

NOTE: Biodiversity certified land includes land certified under the [Threatened Species Conservation Act 1995](#), Part 7AA that is taken to be certified under the [Biodiversity Conservation Act 2016](#), Part 8.

18 Orders under *Trees (Disputes Between Neighbours) Act 2006*

Has an order been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

The land IS NOT subject to an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Nil

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 the commencement of section 553B of the *Local Government Act 1993*.

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,

No

- (b) shown on the [Lighting Intensity and Wind Shear Map](#),
No
- (c) shown on the [Obstacle Limitation Surface Map](#),
No
- (d) in the “public safety area” on the [Public Safety Area Map](#),
No
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).
No

21 Conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 88(2) that have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

Nil

22 Site compatibility certificates and conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.
- (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).

Nil
- (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).

Council is not aware of any conditions of a development consent referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).
- (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

Whether water or sewerage services are, or are to be, provided by a utility, other than a public water utility, under the Water Industry Competition Act 2006.

No

NOTE: The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

Matters arising under the Contaminated Land Management Act 1997 (s59 (2))

- (a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No

- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No



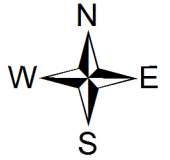
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

41 WALTER

BELMONT NSW

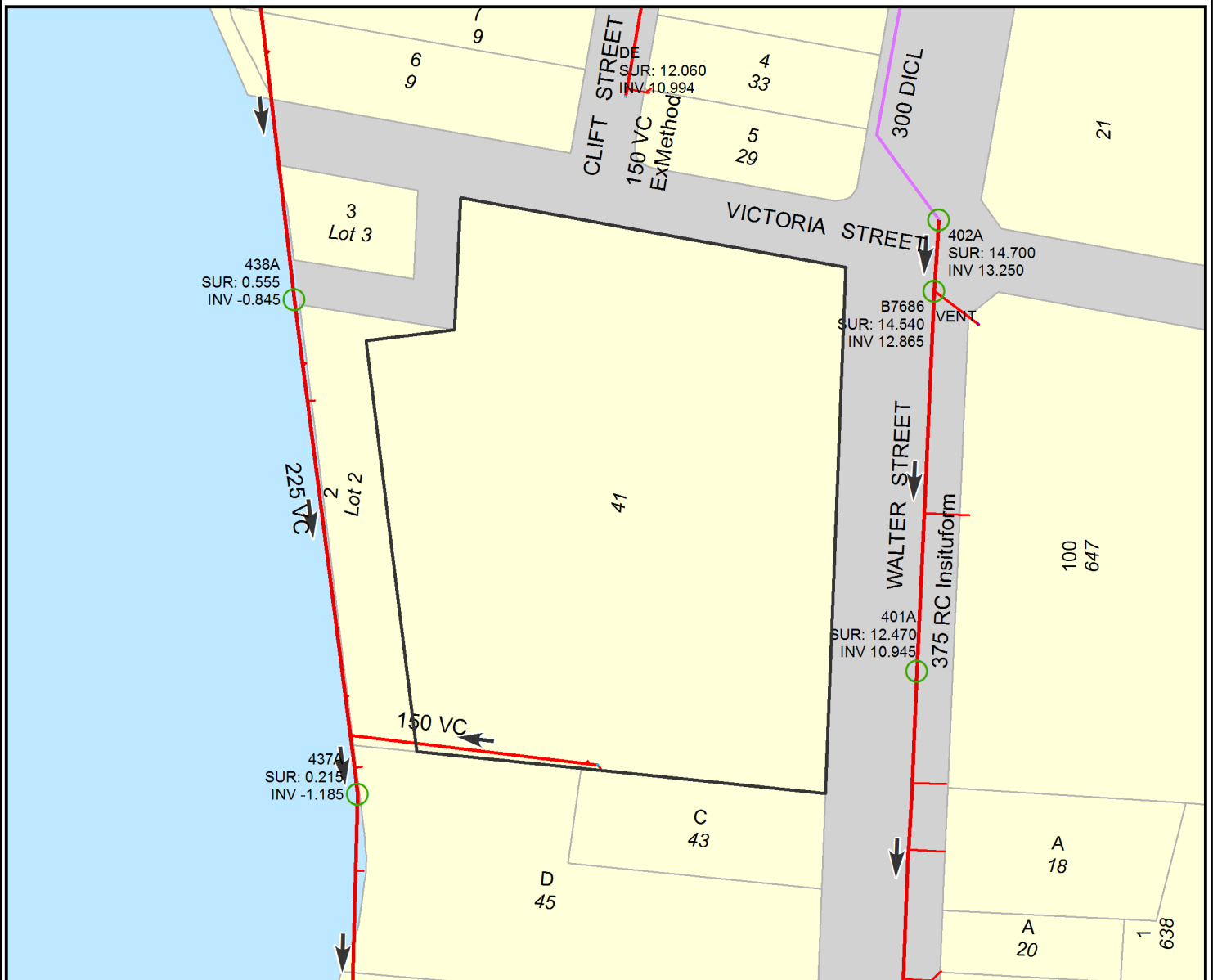
APPLICATION NO.: 2481125

APPLICANT REF: M 253209

RATEABLE PREMISE NO.: 7489120000

PROPERTY ADDRESS: 41 WALTER ST BELMONT 2280

LOT/SECTION/DP:SP: CP//SP 61569



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

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

IMPORTANT:

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

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

Date: 5/02/2025

Scale at A4: 1:1,000

CADASTRAL DATA © LPI OF NSW
CONTOUR DATA © AAMHatch
© Department of Planning

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

RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES REGULATION 2019

IMPORTANT INFORMATION

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

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

This agreement is made on 7 / 3 / 2023 at BELMONT Between

Landlord [Insert name and telephone number or other contact details of landlord(s). If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides]

Landlord 1 Name: [REDACTED] A.B.N. (if applicable): NIL
 Landlord telephone number or other contact details: [REDACTED]
 If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in: NIL

Landlord 2 Name: [REDACTED] A.B.N. (if applicable): NIL
 Landlord telephone number or other contact details: NIL
 If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in: NIL

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

[Insert business address or residential address of landlord(s)]

603 PACIFIC HIGHWAY, BELMONT NSW 2280

Note. These details must be provided for landlord(s) if there is no landlord's agent.

[Insert corporation name and business address of landlord(s) if landlord(s) is a corporation]

NIL
 NIL

Tenant [Insert name of tenant(s) and contact details]

Tenant 1 Name [REDACTED]
 Phone [REDACTED] Email [REDACTED]

Tenant 2 Name [REDACTED]
 Phone [REDACTED] Email [REDACTED]

Tenant 3 Name NIL
 Phone NIL Email NIL

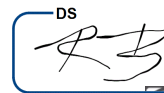
Tenant 4 Name NIL
 Phone NIL Email NIL

Landlord's agent details [Insert name of landlord's agent (if any) and contact details]

Licensee DBE Real Estate Pty Ltd
 Trading as First National Engage Eastlakes A.B.N. 63 123 645 349
 Address 603 Pacific Hwy
 Belmont, NSW Postcode 2280
 Phone 02 4945 5546 Fax NIL Mobile NIL Email info@fnee.com.au

Tenant's agent details [Insert name of tenant's agent (if any) and contact details]

Name/s NIL A.B.N. NIL
 Address NIL
 Postcode NIL
 Phone NIL Fax NIL Mobile NIL Email NIL

RESIDENTIAL TENANCY AGREEMENT**Term of agreement**

The term of this agreement is:

- 6 months
- 12 months
- 2 years
- 3 years
- 5 years
- Other (please specify):
- Periodic (no end date)

starting on and ending on [*Cross out if not applicable*]**Note.** For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the *Real Property Act 1900*.**Residential Premises**The residential premises are [*Insert address*]Address Suburb State Postcode The residential premises include: [*Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.*]The residential premises **do not include**: [*List anything such as a parking space, garage or storeroom which do not form part of the residential premises*]**Rent**The rent is per payable in advance starting on .**Note.** Under section 33 of the *Residential Tenancies Act 2010*, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

The method by which the rent must be paid:

- (a) to at by ~~cash or Electronic Funds Transfer (EFT)~~, or
- (b) into the following account, or any other account nominated by the landlord:

BSB number: Account number: Account name: Payment reference: , or

- (c) as follows:

Note. The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.**Rental bond** [*cross out if there is not going to be a bond*]A rental bond of must be paid by the tenant on signing this agreement.

The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- the landlord or another person, or
- the landlord's agent, or
- NSW Fair Trading through Rental Bonds Online.

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

RESIDENTIAL TENANCY AGREEMENT**IMPORTANT INFORMATION****Maximum number of occupants**

No more than persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Electrical repairs: Telephone: 02 4945 5546

Plumbing repairs: Telephone: 02 4945 5546

Other repairs: Telephone: NIL

Water usage

Will the tenant be required to pay separately for water usage? Yes No If yes, see clauses 12 and 13.

Utilities

Is electricity supplied to the premises from an embedded network? Yes No

Is gas supplied to the premises from an embedded network? Yes No

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

Smoke alarms

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

Hardwired smoke alarm

Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? Yes No

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

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? Yes No

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

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? Yes No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No If yes, see clauses 38 and 39.

Giving notices and other documents electronically [optional] [Cross out if not applicable]

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

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

Landlord

Does the landlord give express consent to the electronic service of notices and documents? Yes No If yes, see clause 50.

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

Tenant

Does the tenant give express consent to the electronic service of notices and documents? Yes No If yes, see clause 50.

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

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.

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

RESIDENTIAL TENANCY AGREEMENT

- 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

RESIDENTIAL TENANCY AGREEMENT

21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

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

23. The landlord and the tenant agree:

23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

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

LANDLORD'S ACCESS TO THE PREMISES

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

24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

24.2 if the Civil and Administrative Tribunal so orders,

24.3 if there is good reason for the landlord to believe the premises are abandoned,

24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

24.11 if the tenant agrees.

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

25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

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

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

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

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

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

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

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. The tenant agrees:

30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

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

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

LOCKS AND SECURITY DEVICES

32. The landlord agrees:

32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

RESIDENTIAL TENANCY AGREEMENT

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

33. The tenant agrees:

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

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

- 35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4** without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

- 36. The landlord agrees** not to charge for giving permission other than for the landlords reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

- 37.1** if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

- 37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5** if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

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

MITIGATION OF LOSS

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

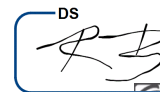
RENTAL BOND

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

- 41. The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1** details of the amount claimed, and
- 41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

- 42. The landlord agrees to:**
- 42.1** ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and

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

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

SWIMMING POOLS

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

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

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

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

~~**46.1** the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

~~**46.2** a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant~~

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

LOOSE-FILL ASBESTOS INSULATION**47. The landlord agrees:**

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

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

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

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

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS**50. The landlord and the tenant agree:**

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

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

51.1 4 weeks rent if less than 25% of the fixed term has expired,

RESIDENTIAL TENANCY AGREEMENT

DS
PB

DS
[Signature]



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

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

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

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

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

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

~~52. The landlord agrees that the tenant may keep the following animal on the residential premises [specify the breed, size etc]~~

[Redacted area]

~~54. The tenant agrees:~~

- ~~54.1 to supervise and keep the animal within the premises, and~~
- ~~54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and~~
- ~~54.3 to ensure that the animal is registered and micro-chipped if required under law, and~~
- ~~54.4 to comply with any council requirements.~~

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

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

56. The landlord and tenant:

- 56.1 **agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated 17 / 5 / 2018 (insert a date if the landlord and tenant agree to this clause) forms part of this agreement,
- 56.2 **acknowledge** that the tenant's responses in that condition report form part of this agreement, and

56.3 agree that two physical copies of that condition report, or one electronic copy, have been given to the tenant on or before the date of this agreement.

ADDITIONAL TERM - TENANT'S CARE AND USE OF THE RESIDENTIAL PREMISES

57. Further to clauses 16 and 17 and subject to any applicable by-law, the tenant agrees:

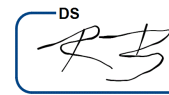
- 57.1 to use the residential premises for residential purposes only;
- 57.2 not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday, without the prior written consent of the landlord where such consent may be refused in the landlord's absolute discretion;
- 57.3 to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
- 57.4 to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 57.5 to wrap up and place garbage in a suitable container;
- 57.6 to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;
- 57.7 to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- 57.8 to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;
- 57.9 to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;
- 57.10 to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;
- 57.11 to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;
- 57.12 not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 57.13 not to store rubbish, unregistered vehicles, any inflammable, dangerous or hazardous chemical, liquid or gas (with the exception of petrol or gas stored in the fuel tank of any registered motor vehicle) or other inflammable, dangerous or hazardous material on the residential premises, and storage of any items on the residential premises is at the tenant's own risk; and
- 57.14 to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES

58. The tenant agrees:

- 58.1 to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and

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58.2 the availability of telephone or fax lines, internet services, analogue, digital or cable television (and the adequacy of such services) are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such sockets or service points located in the residential premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries. The landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aerials or antennas or to carry out any upgrades in respect of television or internet reception on the residential premises.

ADDITIONAL TERM - RENT AND RENTAL BOND

59. The tenant agrees:

- 59.1** to pay the rent on or before the day which the term of this agreement begins; and
- 59.2** not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.

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

ADDITIONAL TERM - OCCUPANTS

61. The tenant agrees:

- 61.1** not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*, and
- 61.2** to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

ADDITIONAL TERM - TERMINATION

62. The tenant acknowledges that a notice of termination does not by itself end the tenant's obligations under this agreement.

63. The tenant agrees:

- 63.1** upon termination of this agreement, to:
- promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010*;
 - promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and
 - comply with its obligations in clause 18 of this agreement; and

63.2 that the tenant's obligations under this agreement continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

64. Notwithstanding any termination of this agreement, **the tenant acknowledges and agrees** that an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement.

65. The landlord and the tenant agree that:

- 65.1** any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement; and
- 65.2** the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

Note: Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days. Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

Note: If the tenant breaches this agreement the landlord should refer to section 87(2) of the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS

66. The tenant acknowledges and agrees:

- 66.1** to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;
- 66.2** where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law;
- 66.3** where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*), to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time; and
- 66.4** that, at the tenant's cost, the owners corporation or strata managing agent may dispose of abandoned goods, perishable goods or rubbish left on common property.

ADDITIONAL TERM - SWIMMING POOLS

(This clause does not apply when there is no pool on the residential premises)

~~**67.** Unless otherwise agreed by the landlord and tenant in writing, the tenant agrees:~~

- ~~**67.1** to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;~~
- ~~**67.2** to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;~~
- ~~**67.3** to keep the water level above the filter inlet at all times;~~
- ~~**67.4** to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;~~
- ~~**67.5** not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and~~
- ~~**67.6** to ensure that the pool safety gate or access door is self-closing at all times.~~

RESIDENTIAL TENANCY AGREEMENT**ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM**
(for a fixed term of **less than 2 years**):

68. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

68.1 the rent will be increased to

\$3,128.57	per month
	on 2 / 6 / 2023 ; and
to \$NIL	per NIL
	on NIL / NIL / NIL ; or

68.2 the rent increase can be calculated by the following method (set out details):

MARKET VALUE

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

ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM
(for a fixed term of **2 years or more**):

69. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

69.1 the rent will be increased to

\$NIL	per NIL
	on NIL / NIL / NIL ; and
to \$NIL	per NIL
	on NIL / NIL / NIL ; or

69.2 the rent increase can be calculated by the following method (set out details):

NIL

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

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

ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

70. For avoidance of doubt:

- 70.1** a condition report which accompanies this agreement, forms part of this agreement;
- 70.2** a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report; and

- 70.3** if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days after taking possession of the residential premises, then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS

71. The tenant agrees:

- 71.1** to reimburse the landlord, within 30 days of being requested to do so, for:
- (a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;
 - (b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and
 - (c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;
- 71.2** to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 42 of this agreement; and
- 71.3** to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food.

ADDITIONAL TERM - TENANCY DATABASES

72. The landlord or the landlord's agent advises and the tenant acknowledges and agrees that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY

[This clause does not apply if there is no garage, storage cage, open car space or other storage facility on the residential premises]

- 73. The tenant agrees** that if the premises include a garage then the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.
- 74. The landlord gives** no undertaking as to the security and /or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

75. The tenant agrees to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.

76. **The landlord agrees** to provide to the tenant's agent (if appointed) all notices and documents that it gives to the tenant.

ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

77. Where the tenant has been provided with the requisite notice pursuant to clause 24.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.

78. **The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 24.

ADDITIONAL TERM - PRIVACY POLICY

79. The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.

The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:

- (a) identify and verify the tenant's identity;
- (b) process and assess any application received in relation to the lease of the residential premises;
- (c) assess the tenant's ability to meet their financial and other obligations under this agreement;
- (d) manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
- (e) contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;
- (f) comply with any applicable law;
- (g) liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;
- (h) negotiate the lease for the residential premises;
- (i) process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- (j) comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and (if appointed) the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Courts and

applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods, and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and /or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, and unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box: or otherwise notify the landlord and /or landlord's agent using the contact details of the landlord and /or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

ADDITIONAL TERM - ACKNOWLEDGEMENTS

80. The landlord and tenant each acknowledge that:

- 80.1** the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement;
- 80.2** the additional terms and conditions may be included in this agreement only if:
- (a) they do not contravene the *Residential Tenancies Act 2010* (NSW), the *Residential Tenancies Regulation 2019* (NSW) or any other Act; and
 - (b) they are not inconsistent with the standard terms and conditions of this agreement; and
- 80.3** The Real Estate Institute of New South Wales Limited (REINSW) is not and cannot be responsible for the drafting and content of any additional terms and /or conditions that are included in any annexure to this agreement.

SCHEDULE A**SPECIAL CONDITIONS - FLATS****Special Condition 1 - Vehicles**

The tenant must not park or stand any motor or other vehicle on common area, or permit a motor vehicle to be parked or stood on common area, except with the prior written approval of the landlord or as permitted by a sign authorised by the landlord.

Special Condition 2 - Damage to lawns and plants on the common areas

The tenant must not, except with the prior written approval of the landlord:

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

Special Condition 3 - Obstruction of common areas

The tenant must not obstruct lawful use of common areas by any person except on a temporary and non-recurring basis.

Special Condition 4 - Noise

The tenant, or any invitee of the tenant, must not create any noise in the flat or the common area likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

Special Condition 5 - Behaviour of tenants and invitees

- (a) The tenant, or any invitee of the tenant, when on the common area must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common area.
- (b) The tenant must take all reasonable steps to ensure that their invitees:
 - (i) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area; and
 - (ii) without limiting paragraph (b)(i), comply with Special Condition 5(a).

Special Condition 6 - Children playing on common areas in building

Any child for whom the tenant is responsible may play on any area of the common area that is designated by the landlord for that purpose but may only use an area designated for swimming while under adult supervision. The tenant must not permit any child of whom the tenant is responsible, unless accompanied by an adult exercising effective control, to be or to remain on the common area that is a laundry, car parking area or other area of possible danger or hazard to children.

Special Condition 7 - Smoke penetration

The tenant, and any invitee of the tenant, must not smoke tobacco or any other substance on the common area, except:

- (a) in an area designated as a smoking area by the landlord, or
- (b) with the written approval of the landlord.

The tenant who is permitted under this Special Condition to smoke tobacco or any other substance on common area must ensure that the smoke does not penetrate to any other flat. The tenant must ensure that smoke caused by the smoking of tobacco or any other substance by the tenant, or any invitee of the tenant, in the flat does not penetrate to the common area or any other flat.

Special Condition 8 - Preservation of fire safety

The tenant must not do any thing or permit any invitees to do any thing in the flat or common area that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the flats or common areas.

Special Condition 9 - Storage of inflammable, dangerous or hazardous liquids and other substances and materials

- (a) The tenant must not, except with the prior written approval of the landlord, use or store in the flat, garage or carport or on the common area any inflammable, dangerous or hazardous chemical, liquid or gas or other inflammable, dangerous or hazardous material.
- (b) This Special Condition does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Special Condition 10 - Appearance of flat

- (a) The tenant must not, without the prior written approval of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.
- (b) This Special Condition does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with Special Condition 12.

Special Condition 11 - Cleaning windows and doors

- (a) Except in circumstances referred to in Special Condition 11(b), the tenant is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the flat, including so much as is common area.
- (b) The landlord is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the tenant safely or at all.

Special Condition 12 - Hanging out of washing

The tenant may hang any washing on any lines provided by the landlord for that purpose. The tenant may hang washing on any part of the flat other than over the balcony railings. In each case, the washing may only be hung for a reasonable period. In this Special Condition, "washing" includes any clothing, towel, bedding or other article of a similar type.

Special Condition 13 - Disposal of waste - bins for individual flats (applicable where individual flats have bins)

- (a) The tenant must:
 - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
 - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
 - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on the common area;
 - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste;
 - (v) maintain bins for waste within the flat, or on any part of the common area that is authorised by the landlord, in clean and dry condition and appropriately covered;
 - (vi) not place any thing in the bins of the owner or occupier of any other flat except with the permission of that owner or occupier;
 - (vii) place the bins within an area designated for collection by the landlord not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the flat or other area authorised for the bins; and
 - (viii) notify the local council of any loss of, or damage to, bins provided by the local council for waste.

- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

**Special Condition 14 - Disposal of waste - shared bins
(applicable where bins are shared by flats)**

- (a) The tenant must:
 - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
 - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
 - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on common area; and
 - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

Special Condition 15 - Change in use or occupation of flat to be notified

- (a) The tenant must notify the landlord if the tenant changes the existing use of the flat.
- (b) Without limiting Special Condition 15(a), the following changes of use must be notified:
 - (i) a change that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes); and
 - (i) a change to the use of the flat for short-term or holiday letting.
- (c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

Special Condition 16 - Compliance with planning and other requirements

The tenant must ensure that the flat is not used for any purpose that is prohibited by law and that the flat is not occupied by more persons than are allowed by law to occupy the flat.

NOTES.**1. Definitions**

In this agreement:

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

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

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

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

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

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

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

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

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

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 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.

RESIDENTIAL TENANCY AGREEMENT

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

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

SIGNED BY THE LANDLORD /LANDLORD'S AGENT

DocuSigned by:
Msla James z
28A83CCAE027420...

(Signature of landlord /landlord's agent)

8/3/2023

(Date)

LANDLORD INFORMATION STATEMENT

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

DocuSigned by:
Msla James z
28A83CCAE027420...

(Signature of landlord /landlord's agent)

8/3/2023

(Date)

Note: A landlord's agent must not sign this acknowledgment unless they have first obtained from the landlord a written statement that the landlord has read and understood the contents of the information statement published by NSW Fair Trading setting out the landlord's rights and obligations.

SIGNED BY THE TENANT

DocuSigned by:

1E9525233C665487...

(Signature of tenant)

7/3/2023

(Date)

DocuSigned by:

BC5D14436D1B42A...

(Signature of tenant)

7/3/2023

(Date)

(Signature of tenant)

(Date)

(Signature of tenant)

(Date)

TENANT INFORMATION STATEMENT

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

DocuSigned by:

1E9525233C665487...

(Signature of tenant)

7/3/2023

(Date)

DocuSigned by:

BC5D14436D1B42A...

(Signature of tenant)

7/3/2023

(Date)

(Signature of tenant)

(Date)

(Signature of tenant)

(Date)

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

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



Tenant information statement

What you must know before you start renting

Starting a tenancy

Landlords or agents must give all tenants a copy of this **Tenant information statement** before signing a residential tenancy agreement.

Make sure you read this information statement thoroughly before you sign a residential tenancy agreement. Ask questions if there is anything in the agreement that you do not understand.

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

The landlord or agent must:

- ensure the property is vacant, reasonably clean, fit to live in and in good repair at the start of the tenancy
- provide and maintain the property in a reasonable state of repair
- meet health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- ensure the property is reasonably secure
- respect your privacy and follow entry and notice requirements.

When renting, you must:

- pay the rent on time
- keep the property reasonably clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- respect your neighbours' right to peace, comfort and privacy

What you must be told before you sign an agreement

Sometimes a rental property has something in its history that you should know before you sign an agreement.

The landlord or agent **must tell** you if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

The landlord or agent **must tell** you if they are aware of any of the following facts. If the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the [loose-fill asbestos insulation register](#)
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development or complying development certificate application for rectification has been lodged regarding external combustible cladding
- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement
- is affected by zoning or laws that will not allow you to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.

Penalties apply to landlords or agents if any of the above is not done.

What you must be given before you sign an agreement

Before you sign an agreement or move into the property, the landlord or agent **must give** you:

- a copy of this Tenant information statement
- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report for the property completed by the landlord or agent
- a copy of the by-laws, if the property is in a strata scheme.

What you must be given at the time you sign an agreement

At the time you sign the agreement, the landlord or agent **must give** you:

- for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

Before or at the start of the tenancy

The landlord or agent **must give** you:

- a copy of the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to you or any tenant named in the agreement

The property must be fit to live in

The property must be reasonably clean, fit to live in and in a reasonable state of repair.

To be fit to live in, the property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities, that allow users' privacy.

The property could have other issues that may make it unfit for you to live in, even if it meets the

above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

Residential tenancy agreement

The tenancy agreement is a legal agreement. It must include certain standard terms that cannot be changed or deleted. It may also include additional terms. Verbal agreements are still binding on you and the landlord.

Condition report

You should have already received a copy of the condition report, completed by the landlord or agent, before you signed the agreement. This is an important piece of evidence and you should take the time to check the condition of the property at the start of the tenancy. If you do not complete the report accurately, money could be taken out of your bond (after you move out) to pay for damage that was already there when you moved in.

You must complete and give a copy of the condition report to your landlord or agent **within 7 days** after moving into the property. You must also keep a copy of the completed report.

Rent, receipts and records

Rent is a regular payment you make to the landlord to be able to live in the property. You cannot be asked to pay more than 2 weeks' rent in advance. Your landlord or agent cannot demand more rent until it is due.

Your landlord or agent can serve you with 14 days' termination notice if you are more than 14 days behind with the rent.

Your landlord or agent must:

- give you rent receipts (unless rent is paid into a nominated bank account)
- keep a record of rent you pay
- provide you with a copy of the rent record within 7 days of your written request for it.

Rental bonds

The bond is money you may have to pay at the start of the tenancy as security. It must be in the form of money and not as a guarantee. Your landlord or agent can only ask for 1 bond for a tenancy agreement. The bond payable cannot be more than 4 weeks rent. If the landlord agrees, you can pay the bond in instalments.

Your landlord or agent cannot make you pay a bond before the tenancy agreement is signed. If you pay the bond directly to Fair Trading using [Rental Bonds Online](#) (RBO) the landlord or agent will receive confirmation of this before they finalise the tenancy agreement.

Your landlord or agent must give you the option to use RBO to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with Fair Trading. The landlord must deposit any bond you pay them with Fair Trading within 10 working days. If the bond is paid to the agent, the agent must deposit the bond with Fair Trading within 10 working days after the end of the month in which the bond was paid.

Discrimination when applying for rental property

It is against the law for a landlord or agent to discriminate on the grounds of your race, age, disability, gender, sexual orientation, marital status or pregnancy.

If you feel that a landlord or agent has declined your tenancy application or has treated you less favourably because of the above, you can contact the NSW Anti-Discrimination Board on 1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

It is not against the law if a landlord or agent chooses not to have a tenant who smokes, or has a poor tenancy history or issues with rent payments.

Communicating with your landlord or agent

Your landlord must provide you with their name and a way for you to contact them directly, even if your landlord has an agent.

This information must be given to you in writing before or when you sign the tenancy agreement, or it can be included in the agreement you sign. Your landlord must also let you know, in writing, within 14 days of any changes to their details.

Some formal communication between you and the landlord or agent must be in writing to be valid, for example, termination notices. You can use email to serve notices or other documents but only if the landlord or agent has given you permission to use their nominated email address for this purpose.

During the tenancy

Can rent be increased during the tenancy?

For a fixed-term of less than 2 years, rent can only be increased during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated. No written notice of the increase is required.

For a fixed-term of 2 years or more, or for a periodic agreement (i.e. where the fixed-term has expired or no fixed-term is specified), the rent can only be increased once in a 12-month period. You must get at least 60 days written notice.

Paying for electricity, gas and water usage

You may have to pay the cost for certain utilities as set out in the agreement. For example, you will pay for all:

- electricity, non-bottled gas or oil supply charges if the property is separately metered. Some exceptions apply for electricity or gas
- charges for the supply of bottled gas during the tenancy.

There are limits on when you need to pay for water usage charges. You can only be asked to pay for water usage if the property is separately metered (or water is delivered by vehicle) and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- from 23 March 2025, toilets are dual flush and have a minimum 3-star WELS rating.

Repairs and maintenance

The property must always be fit for you to live in. The landlord is responsible for any repairs or maintenance, so the property is in a reasonable state of repair. They must also ensure the property meets health and safety laws.

You are responsible for looking after the property and keeping it clean and undamaged. If the property includes a yard, lawns and gardens, you must also keep these areas neat and tidy.

You need to tell your landlord or the agent of any necessary repairs or damage as soon as possible. They are responsible for arranging and paying for the repair costs unless you caused or allowed the damage. You are not responsible for any damage caused by a perpetrator of domestic violence during a domestic violence offence.

If the repair is an **urgent repair** e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault, your landlord or agent should organise these repairs as soon as reasonably possible, after being notified. If they do not respond to an urgent repair, you may be able to organise the work yourself and be reimbursed

a maximum amount of \$1,000 within 14 days from requesting payment in writing. A list of **urgent repairs** is available on the [Fair Trading website](#).

You can apply to Fair Trading for a rectification order if your landlord refuses or does not provide and maintain the property in a reasonable state of repair. Similarly, your landlord can apply to Fair Trading for a rectification order if you refuse or do not repair damage you have caused or allowed. You can also apply to the NSW Civil and Administrative Tribunal (the Tribunal) if your landlord does not carry out repairs.

Smoke alarms must be working

Landlords must ensure that smoke alarms are installed on all levels of the property. Your landlord must maintain the smoke alarms in your property to ensure they are working.

You should notify your landlord or agent if a smoke alarm is not working. They are responsible for repairing (including replacing a battery) or replacing a smoke alarm within 2 business days after they become aware that it is not working.

You can choose to replace a removable battery if it needs replacing, but you must notify the landlord if and when you do this. You are not responsible for maintaining, repairing or replacing a smoke alarm. However, there are some circumstances where you can arrange for a smoke alarm to be repaired or replaced.

Privacy and access

You have the right to reasonable peace, comfort and privacy when renting. Tenancy laws restrict when and how often your landlord, agent or other authorised person can enter the property during the tenancy. Your landlord, agent or authorised person can enter the property without your consent in certain circumstances if proper notice (if applicable) is provided.

For example:

- in an **emergency**, no notice is necessary
- if the **Tribunal orders** that access is allowed
- to carry out, or assess the need for, **necessary repairs or maintenance** of the property, if you have been given at least 2 days' notice
- to carry out **urgent repairs**, no notice is necessary
- to carry out **repairs or replacement of a smoke alarm**, if you have been given at least 1 hours' notice
- to **inspect or assess the need for repair or replacement of a smoke alarm**, if you have been given at least 2 business days' notice
- to carry out a **general inspection** of the property if you have been given at least 7 days' written notice (no more than 4 inspections during a 12-month period).

How to make 'minor' changes to the property

You can only make minor changes to the property with your landlord's written consent, or if the agreement allows it. Your landlord can only refuse your request if it is reasonable to do so e.g. if the work involves structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for your landlord to refuse consent. For example:

- secure furniture to a non-tiled wall for safety reasons
- fit a childproof latch to an outdoor gate in a single dwelling
- insert fly screens on windows
- install or replace internal window covering (e.g. curtains)
- install cleats or cord guides to secure blind or curtain cords
- install child safety gates inside the property
- install window safety devices for child safety (non-strata only)
- install hand-held shower heads or lever-style taps to assist elderly or disabled occupants
- install or replace hooks, nails or screws for hanging pictures etc.
- install a phone line or internet connection
- plant vegetables, flowers, herbs or shrubs in the garden
- install wireless removable outdoor security camera
- apply shatter-resistant film to window or glass doors
- make changes that don't penetrate a surface, or permanently modify a surface, fixture or structure of the property.

Some exceptions apply. The landlord can also require that certain minor changes be carried out by a qualified person.

You will be responsible for paying for the changes and for any damage you cause to the property. Certain rules apply for removing any modifications at the end of the tenancy.

Your rights in circumstances of domestic violence

Every person has the right to feel safe and live free from domestic violence. If you or your dependent child are experiencing domestic violence in a rental property, there are options available to you to improve your safety.

If you or your dependent child need to escape violence, you can end your tenancy immediately,

without penalty. To do this you must give your landlord a termination notice with the relevant evidence and give a termination notice to any co-tenants.

Or, if you wish to stay in your home, you can apply to the Tribunal for an order to end the tenancy of the perpetrator (if they are another co-tenant).

A tenant or any innocent co-tenant is not liable for property damage caused by the perpetrator of violence during a domestic violence offence.

Ending the tenancy

Termination notice must be given

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be ended by you or your landlord giving notice to the other party and you vacating on or after the date specified in the notice.

To end a tenancy, you need to give the landlord or agent a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (for example if you are experiencing hardship).

If you do not leave by the date specified in the termination notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, only a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

Break fee for ending a fixed term agreement early

If you end a fixed term agreement early that is for 3 years or less, mandatory break fees may apply based on the stage of the agreement. If it applies, the set fee payable will be:

- 4 weeks rent if less than 25% of the lease had expired
- 3 weeks rent if 25% or more but less than 50% of the lease had expired
- 2 weeks rent if 50% or more but less than 75% of the lease had expired
- 1 week's rent if 75% or more of the lease had expired.

The break fee does not apply if you end the agreement early for a reason allowed under the Act.

Getting the rental bond returned

You should receive the bond in full at the end of the tenancy unless there is a reason for the landlord to make a claim against the bond. For example if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- you caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

You are not liable for fair wear and tear to the property that occurs over time with the use of the property, even when the property receives reasonable care and maintenance.

Checklist

You should only sign the agreement when you can answer **Yes** to the following.

The tenancy agreement

- I have read the agreement and asked questions if there were things I did not understand.
- I understand the fixed-term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- I understand that I must be offered at least one way to pay the rent that does not involve paying a fee to a third party.
- I understand that any additional terms to the agreement can be negotiated before I sign.
- I have checked that all additional terms to the agreement are allowed. For example, the agreement does not include a term requiring me to have the carpet professionally cleaned when I leave, unless it is required because the landlord has allowed me to keep a pet on the property.

Promised repairs

For any promises the landlord or agent makes to fix anything (e.g. replace the oven, etc.) or do other work (e.g. paint a room, clean up the backyard, etc.):

- I have made sure these have already been done or
- I have an undertaking in writing (before signing the agreement) that they will be done.

Upfront costs

- I am **not** required to pay:
 - more than 2 weeks rent in advance
 - more than 4 weeks rent as a rental bond.
- I am **not** being charged for:
 - the cost of preparing the tenancy agreement
 - the initial supply of keys and other opening devices to each tenant named in the agreement
 - being allowed to keep a pet on the property.

Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

- Keep a copy of your agreement, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find them later.
- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do). It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.

- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the property and your agreement is going to end, consider asking for the agreement to be renewed for another fixed-term. This will remove any worry about being unexpectedly asked to leave and can help to lock in the rent for the next period.

More information

Visit the [Fair Trading website](https://www.fairtrading.nsw.gov.au) or call 13 32 20 for more information about your renting rights and responsibilities. The NSW Government funds a range of community-based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Visit the Tenants' Union website at [tenants.org.au](https://www.tenants.org.au)

[fairtrading.nsw.gov.au](https://www.fairtrading.nsw.gov.au) 13 32 20

Language assistance 13 14 50

(ask for an interpreter in your language)

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