

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Engage Eastlakes 603 Pacific Highway, Belmont NSW 2280 Email: chris@fnee.com.au	Phone: 4947 7877 Fax: 4947 7888 Ref: Chris Rowbottom
co-agent		
vendor	[REDACTED]	
vendor's solicitor	Ezstep Conveyancing Belmont 470 Pacific Highway, Belmont NSW 2280 Email: renee@ezstepconveyancing.net.au	Phone: 4067 9871 Ref: Renee Seymour
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	Unit 1, 9 Howard Street, Warners Bay NSW 2282 Lot 27 in Strata Plan 72323 Folio Identifier 27/SP72323	
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input 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 checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$ _____	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

NO yes

Nominated Electronic Lodgement Network (ELN) (clause 4):

PEXA

Manual transaction (clause 30)

NO yes

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

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

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

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

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

NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

Strata Plus

PO Box 1160, Newcastle NSW 2300

Email: newcastle@strataplus.com.au Tel: 02 4914 6800

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</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.

1 /9 Howard Street Warners Bay NSW 2282

Addition Provisions

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

BETWEEN

████████████████████

And

1. Notice to complete

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

2. Death or incapacity

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

3. Purchaser acknowledgements

The Purchaser acknowledges that they are purchasing the property:

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

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

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

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

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

6. Late completion

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

7. Agent

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

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

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

9. Cancelled or Delayed Settlement

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

10. Requisitions on title

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

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

12. Electronic Settlement

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

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

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

14. Maintenance of Property before settlement

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

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

This is an essential term of the contract.

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

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

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

17. Deposit by Instalments

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

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

The deposit will be paid as per the following;

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

18. Tenant

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

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

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

19. Hunter Water Corporation – Location of Internal Drainage Diagram

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

REQUISITIONS ON TITLE

Property: Unit 1, 9 Howard Street, Warners Bay NSW 2282

Vendor: [REDACTED]

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

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

All properties

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

If strata/community title

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

If rural

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

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

If company title

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



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 27/SP72323

SEARCH DATE	TIME	EDITION NO	DATE
19/11/2024	9:44 PM	5	20/7/2021

LAND

LOT 27 IN STRATA PLAN 72323
AT WARNERS BAY
LOCAL GOVERNMENT AREA LAKE MACQUARIE

FIRST SCHEDULE

(T AR258539)

SECOND SCHEDULE (2 NOTIFICATIONS)

- INTERESTS RECORDED ON REGISTER FOLIO CP/SP72323
- AR258540 MORTGAGE TO PERPETUAL TRUSTEE COMPANY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

rseymour

PRINTED ON 19/11/2024



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP72323

SEARCH DATE	TIME	EDITION NO	DATE
19/11/2024	9:45 PM	15	26/4/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 72323 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WARNERS BAY
LOCAL GOVERNMENT AREA LAKE MACQUARIE
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM SP72323

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 72323
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- STRATA PLUS NORTH PTY LTD
PO BOX 1160
NEWCASTLE NSW 2300

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 BK 1443 NO 496 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE AS REGARDS THE PART SHOWN SO DESIGNATED IN THE TITLE DIAGRAM
3 BK 1423 NO 991 LAND EXCLUDES MINERALS AS REGARDS THE PART SHOWN SO DESIGNATED IN THE TITLE DIAGRAM
4 AA648913 RIGHT OF CARRIAGEWAY & TO PARK 3.25 WIDE AFFECTING THE PART DESIGNATED (E) IN PLAN WITHAA648913
5 AN80290 INITIAL PERIOD EXPIRED
6 AU4906 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 17410)

STRATA PLAN 72323

Table with 6 columns: LOT, ENT, LOT, ENT, LOT, ENT. Rows 1-30 showing lot numbers and entitlements.

END OF PAGE 1 - CONTINUED OVER

rseymour

PRINTED ON 19/11/2024

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP72323

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

rseymour

PRINTED ON 19/11/2024

Obtained from NSW LRS on 19 November 2024 08:45 PM AEST

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* 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. Dye & Durham 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. Note: Information contained in this document is provided by Dye & Durham Solutions Pty Ltd, ABN 35 099 032 596, www.dyedurham.com.au an approved NSW Information Broker.

STRATA CERTIFICATE

Hours of Annual Accredited Officer: L-JALL DIX being notified that the requirements of the Strata Scheme (General Development) Act 1973 or of the proposed Strata Scheme (General Development) Act 1973 have been complied with, approval of the proposed Strata Scheme (General Development) Act 1973 has been granted.

The approved certificate is notified that the plan is consistent with a relevant development content in force, and that all conditions of the development content that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

The approved certificate is notified that the building complies with a relevant development content in force that allows the development.

The approved certificate is notified that the plan is consistent with a relevant development content in force, and that all conditions of the development content that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

The approved certificate is notified that the plan is consistent with a relevant development content in force that allows the development.

This approval is given on the condition that the use of the building is limited to the purposes designed to be used primarily for the storage or accommodation of goods, materials, articles or goods and not for human occupation or a residence, unless otherwise stated in the plan or on the certificate of a lot or proposed lot. A lot shall only be the subject of the strata scheme if it is contained in section 38 of the Strata Scheme (General Development) Act 1973.

Date: 26/3/04
 Submission No: 13/04
 Accreditation No: 302551
 Relevant Development General No: 2626/2004
 Issued by: LAURE MACQUARIE COVILL

SURVEYOR'S CERTIFICATE
TREVOR JAMES CARTER
LAURENCE & DEWITT DIX/2610 CHARLESTOWN
 a surveyor registered under the Survey Act, 2002. Survey certificate held:

- (1) each approved requirement of
 - Schedule 14 to the Strata Schemes (General Development) Act 1973
 - Schedule 14 to the Strata Schemes (General Development) Act 1973
 - has been met;
- (2) • (a) the building structure on a public place;
 - (b) the building structure on a public place;
 - (c) the building structure on a public place;
- (3) the survey information recorded in the accompanying location plan is accurate.

Signature: TJC
 Date: 16/3/04
 This is sheet 1 of my Plan in 12 sheets.

*Data in brackets follows either existing or plan, and quote registered number.
 This is sheet 1 of my Plan in 12 sheets.

- *Residential Model By-Laws adopted for this scheme keeping of Animals: Option A/B/C
- *Schedule of By-Laws in 10 sheets filed with plan
- *No By-Laws apply
- *Strike out whichever is inapplicable

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	250	16	250
2	250	17	495
3	650	18	450
4	600	19	460
5	600	20	450
6	640	21	475
7	750	22	550
8	600	23	470
9	740	24	480
10	780	25	350
11	850	26	550
12	700	27	590
13	840	28	550
14	950	29	550
15	950	30	590
AGGREGATE			17410

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160
Table of mm															
SURVEYORS REFERENCE: 1164.3															

PLAN OF SUBDIVISION OF LOT 171 D.P. 1059387

L G A: LAKE MACQUARIE Suburb/Localities: WARNERS BAY
 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. 72323
 No. 490-492 THE ESPLANADE
 WARNERS BAY, 2282

FOR LOCATION PLAN SEE SHEET 2

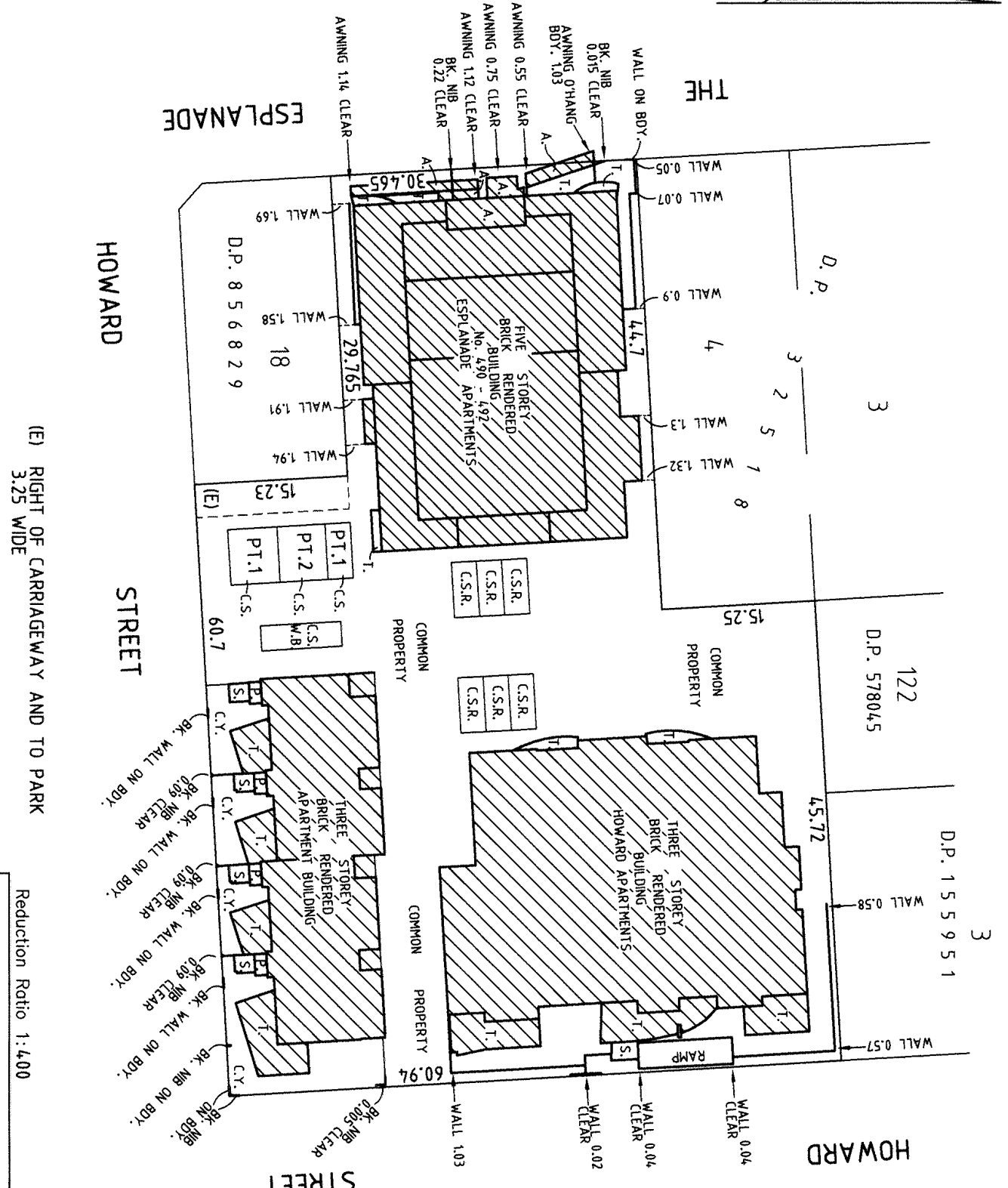
Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.
 ACN 073 966 266.
 DEWHARTY PTY LIMITED BY ITS SOLE DIRECTOR/SECRETARY PETER THYRONS
 TAPP

Dated at Newcastle this 24th Day of March, 2004
 Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522)
 signed by its Attorney DAVID TODD NAY
 who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 564 Book 4388

Signed in the presence of David Todd Nay
 (Signature)
E. CALDERSKI
 (Print Name)
 BANK OFFICER
 (Title)

(Handwritten signatures)

MGA. NORTH



SP72323

- S. - DENOTES STEPS
- P. - DENOTES PATIO
- T. - DENOTES TERRACE
- C.S. - DENOTES CAR SPACE
- C.Y. - DENOTES COURT YARD
- A. - DENOTES AWNING OVER
- C.S./W.B. - DENOTES CAR SPACE & WASH BAY (COMMERCIAL VISITORS) COMMON PROPERTY
- C.S.R. - DENOTES CAR SPACE (RESIDENTIAL VISITORS) COMMON PROPERTY

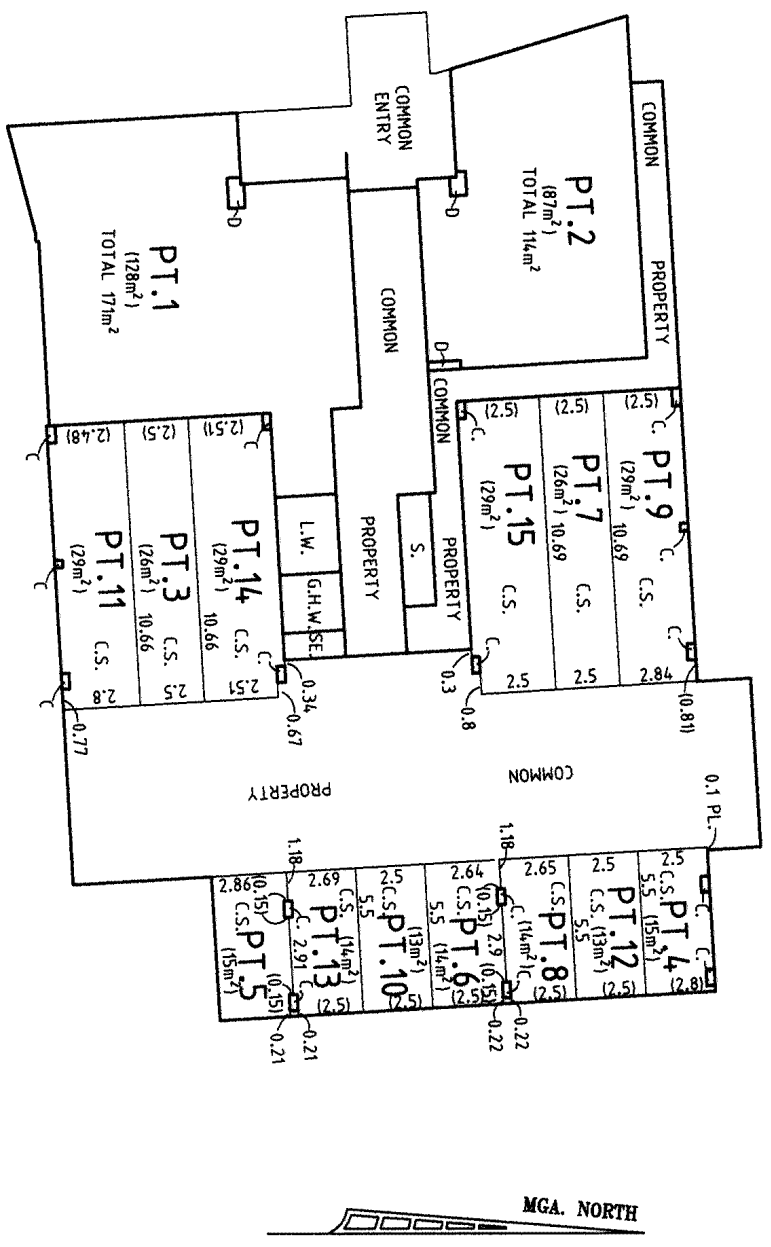
Reduction Ratio 1:400

Lengths are in metres

Surveyor Registered under Surveyors Act 2002
 SURVEYOR'S REFERENCE: 11643

General Manager/Authorised Person

SPT2323



GROUND FLOOR
ESPLANADE APARTMENTS

EXTERNAL CAR SPACES	PT.1	PT.2	PT.11
5.5	5.5	5.5	5.5
3.08	5.02	5.04	5.04
(3.08)	(5.02)	(5.04)	(5.04)
OUT SIDE FACE (FIXED PAVERS)	IN CONCRETE DRIVE		



- C - DENOTES COMMON COLUMN
- S - DENOTES STAIR WELL (COMMON PROPERTY)
- SE - DENOTES SERVICES ROOM (COMMON PROPERTY)
- L.W. - DENOTES LEFT WELL (COMMON PROPERTY)
- C.S. - DENOTES CAR SPACE
- D - DENOTES DUCT (COMMON PROPERTY)
- GHW - GAS HOT WATER STORAGE (COMMON PROPERTY)
- PL - DENOTES PROLONGATION OF FACE OF WALL

NOTES :- ALL AREAS ARE APPROXIMATE

- EXTERNAL CAR SPACES ARE LIMITED IN HEIGHT TO 3m ABOVE THEIR RESPECTIVE HARDSTAND FLOORS.

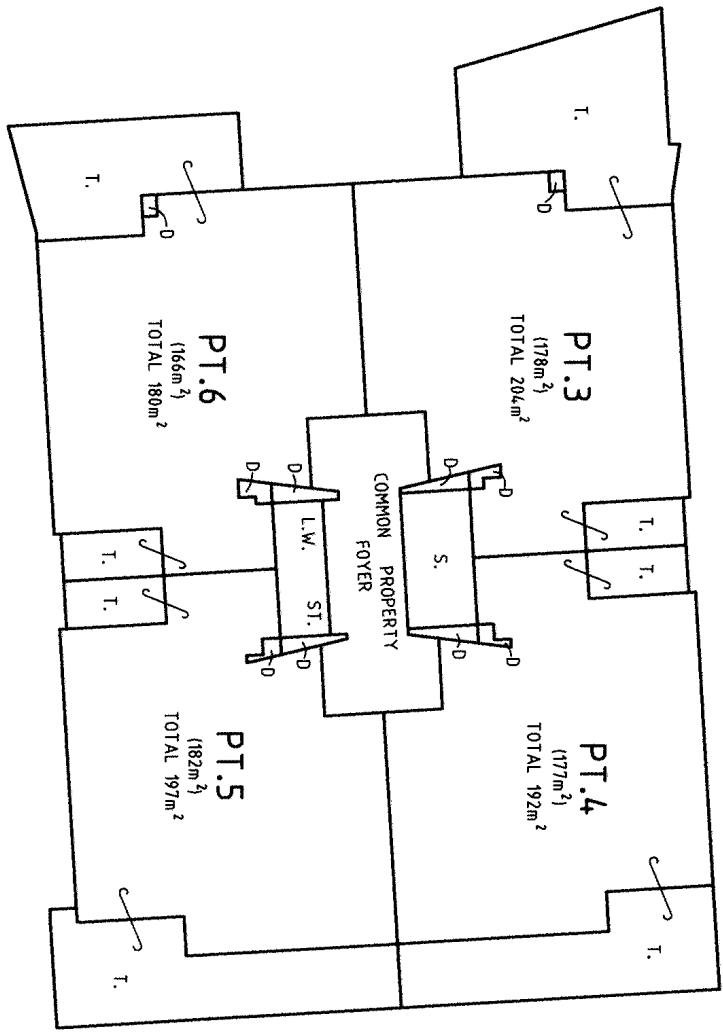
Reduction Ratio 1:200

Lengths are in metres

Surveyor Registered under Surveyors Act 2002
 T. W. 18/3/14
 SURVEYOR'S REFERENCE: 11643 CHECKLIST
 General Manager/Authorised Person

MGA. NORTH

FIRST FLOOR
ESPLANADE APARTMENTS



SP72323

- D. - DENOTES DUCT (COMMON PROPERTY)
- T. - DENOTES TERRACE
- S. - DENOTES STAIR WELL (COMMON PROPERTY)
- ST. - DENOTES STORE ROOM (COMMON PROPERTY)
- L.W. - DENOTES LIFT WELL (COMMON PROPERTY)

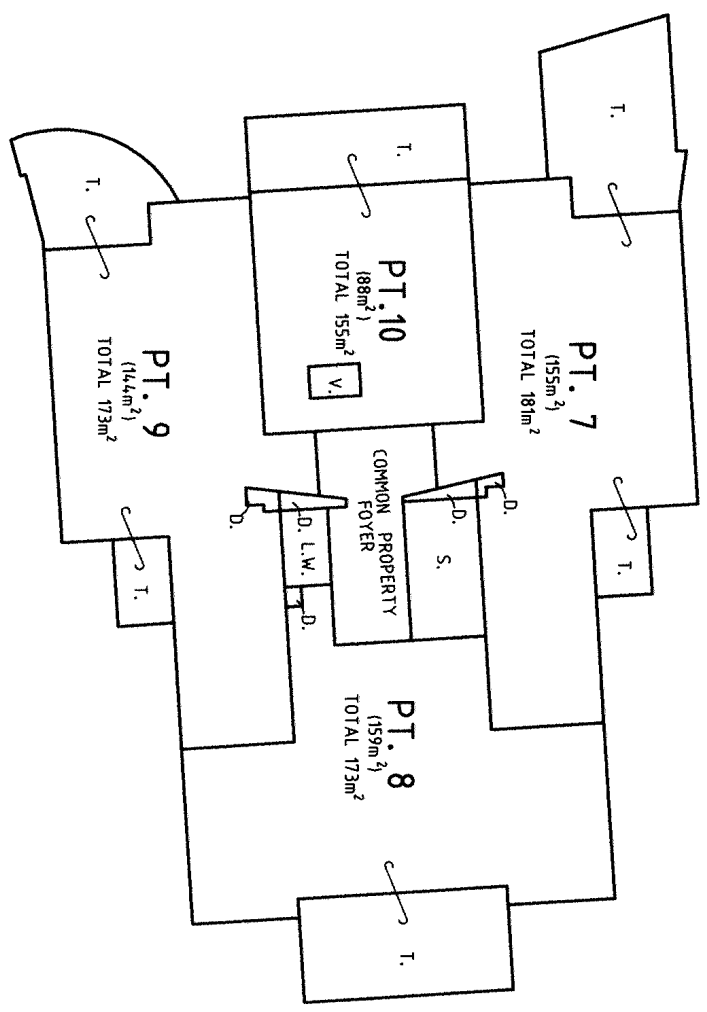
NOTES :- ALL AREAS ARE APPROXIMATE
 - TERRACES ARE LIMITED IN HEIGHT TO 3m ABOVE THE UPPER SURFACE OF THE CONCRETE GROUND FLOOR OF THEIR RESPECTIVE UNITS EXCEPT WHERE COVERED.

Reduction Ratio 1:200

Lengths are in metres

Surveyor Registered under Surveyors Act 2002
 SURVEYOR'S REFERENCE: 1164.3 CHECKLIST
 General Manager/Authorised Person

MGA. NORTH



SECOND FLOOR
ESPLANADE APARTMENTS

- D. - DENOTES DUCTS (COMMON PROPERTY)
- V. - DENOTES VOID
- T. - DENOTES TERRACE
- S. - DENOTES STAIR WELL (COMMON PROPERTY)
- L.W. - DENOTES LIFT WELL (COMMON PROPERTY)

NOTES :- ALL AREAS ARE APPROXIMATE

- TERRACES ARE LIMITED IN HEIGHT TO 3m ABOVE THE UPPER SURFACE OF THE CONCRETE GROUND FLOOR OF THEIR RESPECTIVE UNITS EXCEPT WHERE COVERED.

SP72323

*OFFICE USE ONLY

Reduction Ratio 1:200

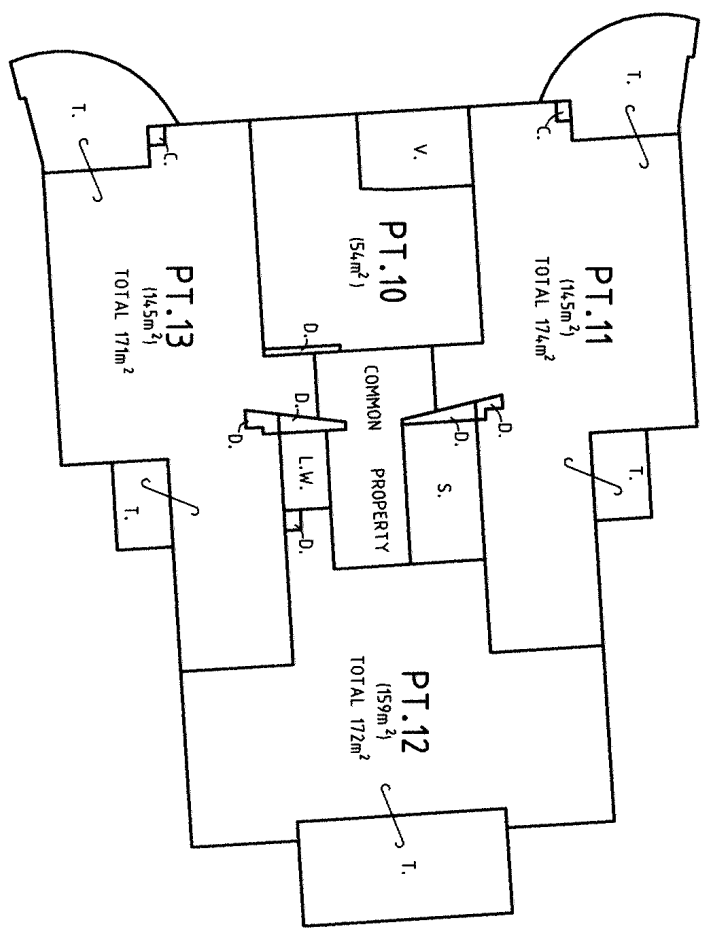
Lengths are in metres

T. W. 18/3/14
 Surveyor Registered under Surveyors Act 2002
 SURVEYOR'S REFERENCE: 1164.3

General Manager/Authorised Person
R
 CHECKLIST

SP72323

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THIRD FLOOR
ESPLANADE APARTMENTS

- C. - DENOTES COLUMN (COMMON PROPERTY)
- D. - DENOTES DUCT (COMMON PROPERTY)
- V. - DENOTES VOID
- T. - DENOTES TERRACE
- S. - DENOTES STAIR WELL (COMMON PROPERTY)
- L.W. - DENOTES LEFT WELL (COMMON PROPERTY)

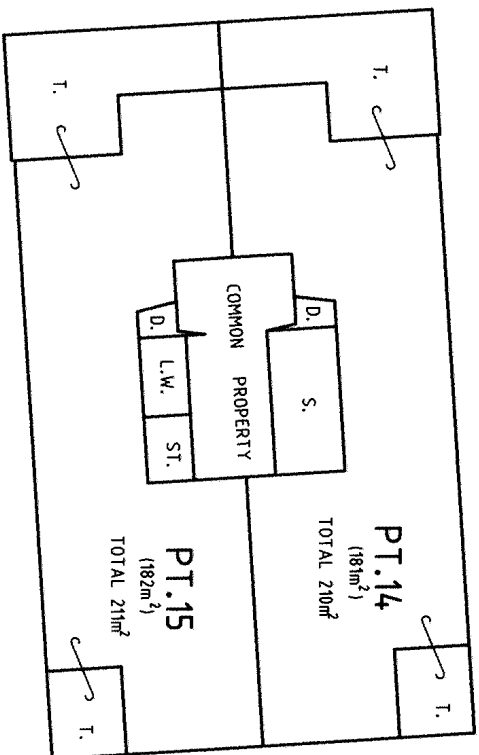
NOTES :- ALL AREAS ARE APPROXIMATE
 - TERRACES ARE LIMITED IN HEIGHT TO 3m ABOVE THE UPPER SURFACE OF THE CONCRETE GROUND FLOOR OF THEIR RESPECTIVE UNITS EXCEPT WHERE COVERED.

Reduction Ratio 1:200
 Lengths are in metres

Surveyor Registered under Surveyors Act 2002
 SURVEYOR'S REFERENCE: 1164.3
 CHECKLIST

SP72323

MGA. NORTH



FOURTH FLOOR
ESPLANADE APARTMENTS

- D. - DENOTES DUCT (COMMON PROPERTY)
- T. - DENOTES TERRACE
- S. - DENOTES STAIR WELL (COMMON PROPERTY)
- ST. - DENOTES STORE ROOM (COMMON PROPERTY)
- L.W. - DENOTES LIFT WELL (COMMON PROPERTY)

NOTES :- ALL AREAS ARE APPROXIMATE

- TERRACES ARE LIMITED IN HEIGHT TO 3m ABOVE THE UPPER SURFACE OF THE CONCRETE GROUND FLOOR OF THEIR RESPECTIVE UNITS EXCEPT WHERE COVERED.

Reduction Ratio 1:200

Lengths are in metres

T. G. 10/3/14

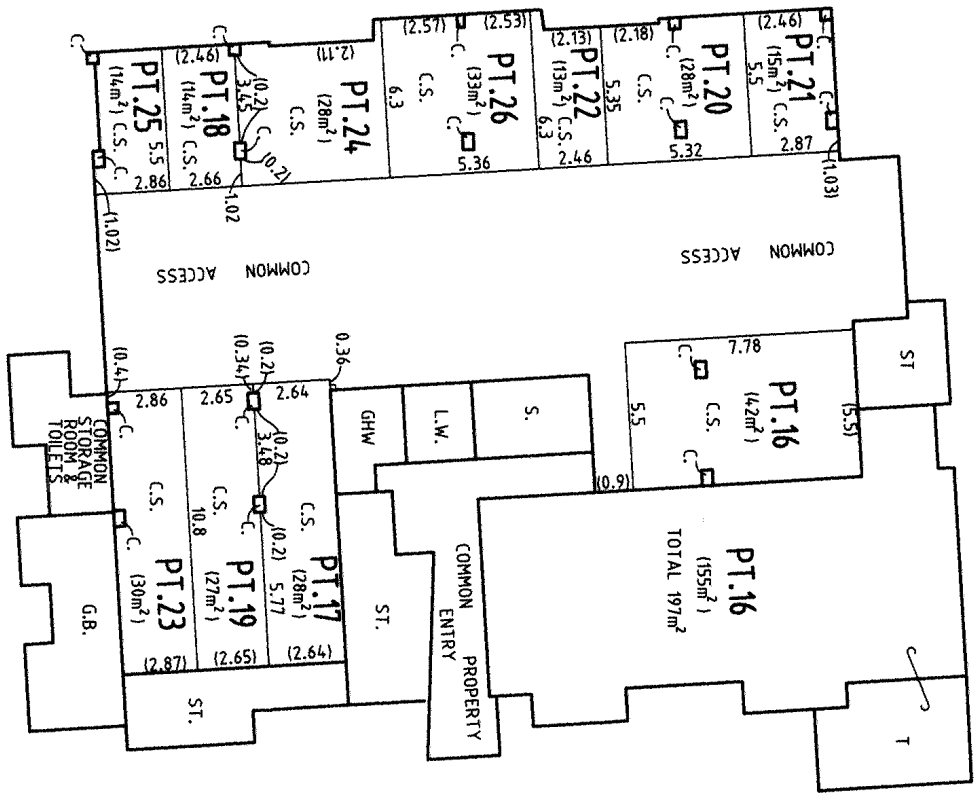
Surveyor Registered under Surveyors Act 2002

SURVEYOR'S REFERENCE: 1164.3 CHECKLIST

General Manager/Authorised Person

[Signature]

MGA. NORTH



GROUND FLOOR

HOWARD STREET APARTMENTS

- C. - DENOTES COMMON COLUMN
- G.B. - DENOTES GARAGE BIN STORAGE (COMMON PROPERTY)
- S. - DENOTES STAIR WELL (COMMON PROPERTY)
- ST. - DENOTES STORE ROOM (COMMON PROPERTY)
- L.W. - DENOTES LIFT WELL (COMMON PROPERTY)
- C.S. - DENOTES CAR SPACE
- GHW - GAS HOT WATER ROOM (COMMON PROPERTY)
- T - DENOTES TERRACE (COVERED)

NOTES :- ALL AREAS ARE APPROXIMATE

SP72323

Reduction Ratio 1:200

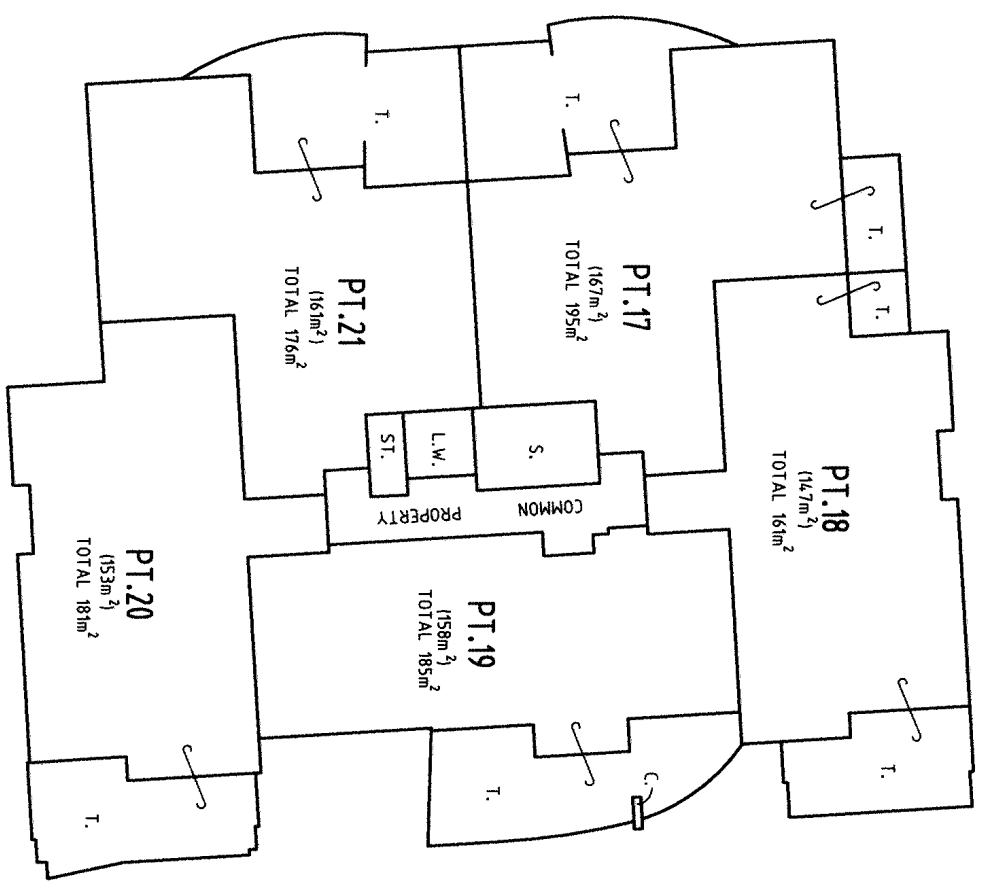
Lengths are in metres

Surveyor Registered under Surveyors Act 2002
 SURVEYOR'S REFERENCE: 11643 CHECKLIST

General Manager/Authorised Person

SPT2323

MGA. NORTH



FIRST FLOOR
 HOWARD STREET APARTMENTS

- C. - DENOTES COMMON COLUMN
- T. - DENOTES TERRACE
- S. - DENOTES STAIR WELL (COMMON PROPERTY)
- L.W. - DENOTES LIFT WELL (COMMON PROPERTY)
- ST. - DENOTES STORE ROOM (COMMON PROPERTY)

NOTES :- ALL AREAS ARE APPROXIMATE
 - TERRACES ARE LIMITED IN HEIGHT TO 3m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS WHERE COVERED.

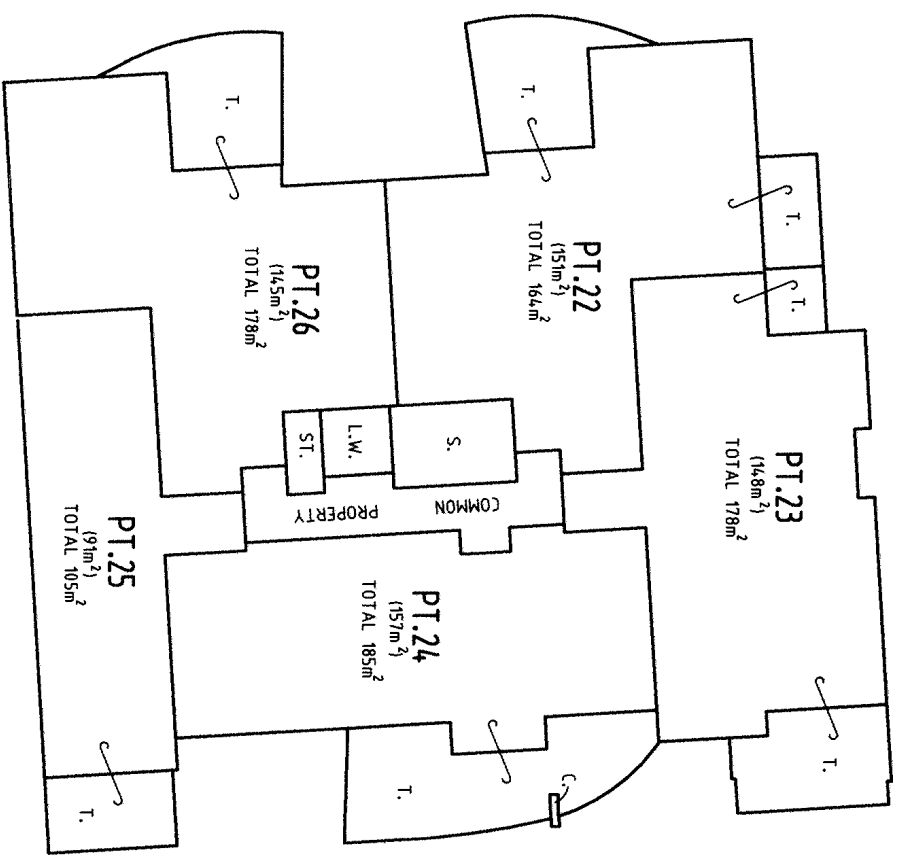
Reduction Ratio 1:200

Lengths are in metres

Surveyor Registered under Surveyors Act 2002 <i>T.A. 18/3/14</i>	General Manager/Authorised Person <i>[Signature]</i>
SURVEYOR'S REFERENCE: 11643	CHECKLIST

SP72323

MGA. NORTH



SECOND FLOOR

HOWARD STREET APARTMENTS

- C. - DENOTES COMMON COLUMN
- T. - DENOTES TERRACE
- S. - DENOTES STAIR WELL (COMMON PROPERTY)
- L.W. - DENOTES LIFT WELL (COMMON PROPERTY)
- C.P.R. - DENOTES COMMON PLANT ROOM
- ST. - DENOTES STORE ROOM (COMMON PROPERTY)

NOTES :- ALL AREAS ARE APPROXIMATE
 - TERRACES ARE LIMITED IN HEIGHT TO 3m ABOVE THE UPPER SURFACE OF THE CONCRETE GROUND FLOOR OF THEIR RESPECTIVE UNITS EXCEPT WHERE COVERED.

Reduction Ratio 1:200

Lengths are in metres

Surveyor Registered under Surveyors Act 2002
T. H. 10/3/4

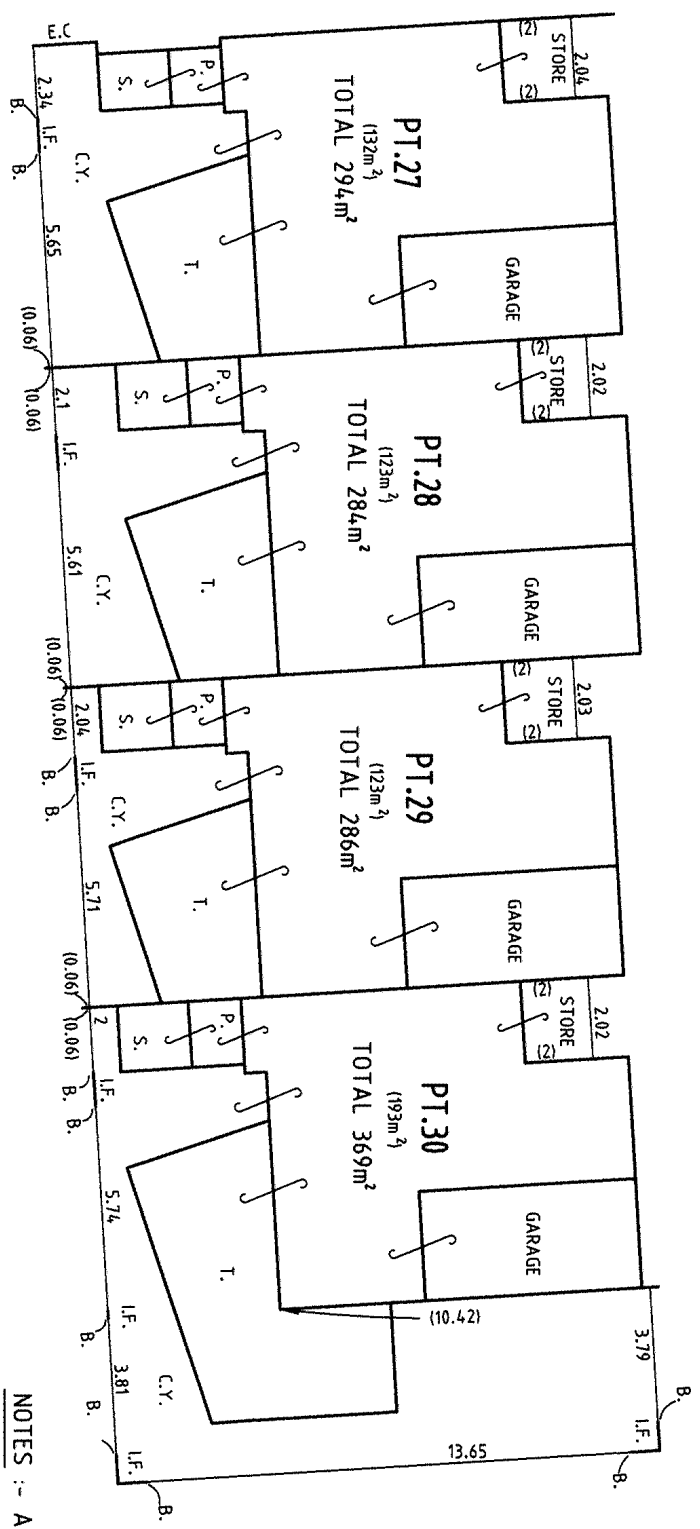
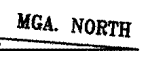
General Manager/Authorised Person
[Signature]

SURVEYOR'S REFERENCE: 11643 CHECKLIST

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

AN

SP72323



GROUND FLOOR
HOWARD STREET APARTMENTS

NOTES :- ALL AREAS ARE APPROXIMATE

- COURT YARDS ARE LIMITED IN HEIGHT TO 3m BELOW TO 5m ABOVE THE UPPER SURFACE OF THE CONCRETE GROUND FLOOR OF THEIR RESPECTIVE UNITS EXCEPT WHERE COVERED.
- THE STRATUM OF THE PATIOS IS LIMITED TO THE UNDERSIDE OF THE EAVES THAT PARTLY COVER THEM.
- THE STEPS ARE LIMITED TO 2.5 METRES ABOVE THEIR UPPER CONCRETE SURFACE.
- THE STRATUM OF THE STORES ARE LIMITED TO 3m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED.

Reduction Ratio 1:150

Lengths are in metres

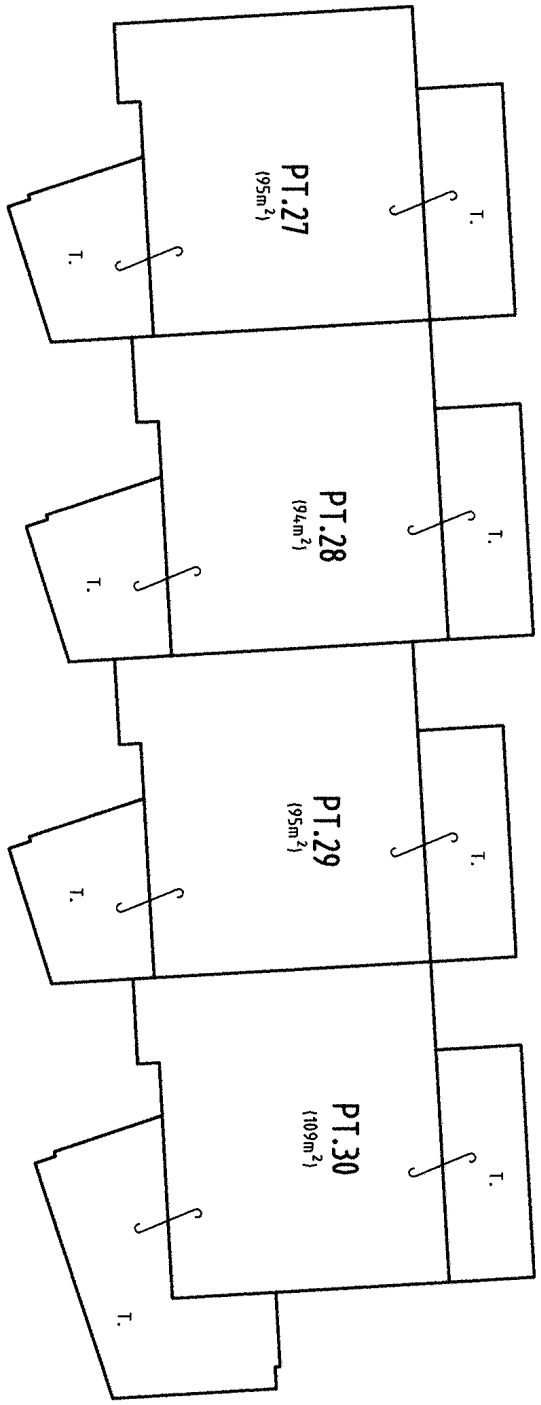
Surveyor Registered under Surveyors Act 2002
 T. G. 12/3/14
 SURVEYOR'S REFERENCE: 1164.3

General Manager/Authorised Person

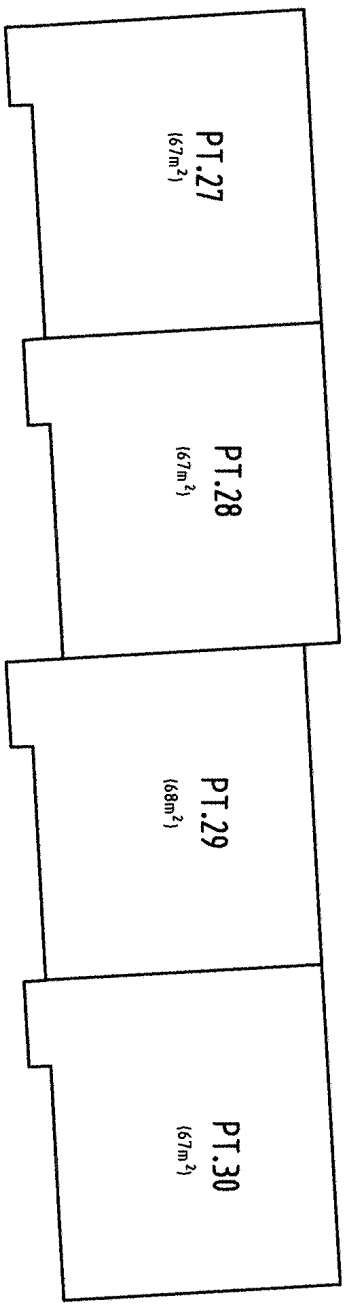
CHECKLIST

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP72323




T. - DENOTES TERRACE (COVERED)



NOTES :- ALL AREAS ARE APPROXIMATE

Reduction Ratio 1:150

Lengths are in metres


 12/3/14
 Surveyor Registered under Surveyors Act 2002


 General Manager/Authorised Person

SURVEYOR'S REFERENCE: 11643

CHECKLIST

Form: 15CH
Release: 2.1

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

Strata Schemes Management Act
Real Property Act 1900



AN80290J

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/SP72323

(B) **LODGED BY**

Document Collection Box 30P	Name, Address or DX, Telephone, and Customer Account Number if any LJ KANE & CO LLPN 123818 Reference: CSTM NEWCASTLE	CODE CH
---------------------------------------	---	-----------------------

(C) The Owners-Strata Plan No. 72323 certify that a special resolution was passed on 26/10/2017

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

(E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. BY-LAW 39 & 40
 Amended by-law No. NOT APPLICABLE

as fully set out below:

ANNEXURE 'A' - APPROVED 10 FORM
ANNEXURE 'B' - CONSOLIDATED BY-LAWS



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

(G) The seal of The Owners-Strata Plan No. 72323 was affixed on 22/1/2018 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: [Handwritten Signature]
 Name: NATHAN CLARKE
 Authority: STRATA MANAGER

Signature: _____
 Name: _____
 Authority: _____

ANNEXURE 'A'

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 72323 was affixed on ^ 22.01.2018 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: [Signature] Name: NATHAN CLARKE Authority: STRATA MANAGER

Signature: Name: Authority:

^ Insert appropriate date
* Strike through if inapplicable.

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

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

[Signature]



ANNEXURE 'B'

SP: 72323



BY-LAWS THE OWNERS – STRATA PLAN 72323

BY-LAWS FOR: SP: 72323 490-492 THE ESPLANADE, WARNERS BAY NSW 2282

1 NOISE

Subject to the right of each Lot owner or occupier using each lot in accordance with Council approvals and regulations, an owner or occupier of a Lot must not create any nuisance or excessive noise on a Lot or the property, which is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot.

2 VEHICLES

An owner or occupier of a Lot must not park or stand any motor or other vehicle or trailer on common property, or permit any invitees of the owner or occupier to park or stand any motor or other vehicle or trailer on common property, except with the prior written approval of the Owners Corporation.

3 OBSTRUCTION OF COMMON PROPERTY

An owner or occupier of a Lot must not obstruct lawful use of common property by any person,

4 DAMAGE TO COMMON PROPERTY

4.1 An owner or occupier of a Lot must not carry on any activity likely to damage or deface any structure that forms part of the common property, except with the written approval of the Owners Corporation.

4.2 An approval given by the Owners Corporation under subclause 4.1 cannot authorise any addition to the common property.



Community & strata title management pty ltd
ABN 78 001 768 761

newcastle new england terrigal tuggerah

Community & strata title management

1/22 Portside Crescent Wickham NSW 2293
PO BOX 268 Wickham NSW 2293

T (02) 4041 5200 F (02) 4962 3032 E newcastle@cstm.com.au
cstm.com.au/newcastle



4.3 This bylaw does not prevent an owner or person authorised by an owner from installing:-

- a) Any sign to advertise the activities of the occupier of the lot if the Owners Corporation had specified location for such signs and that sign is installed in the specified locations or
- b) Any device used to affix decorative items to the internal surfaces of walls in the owners Lot.

4.4 Notwithstanding any rule or law to the contrary, the owner of a Lot must:

- a) Maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause 4.3 that forms part of the common property and that services the Lot and
- b) Repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause 4.3 that forms part of the common property and that services the lot.

2 BEHAVIOUR OF OWNERS AND OCCUPIERS

An owner or occupier of a Lot, when on common property, must not use language or behave in a manner likely to cause offence or likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot, or to any person lawfully on another Lot, or to any person lawfully using common property.

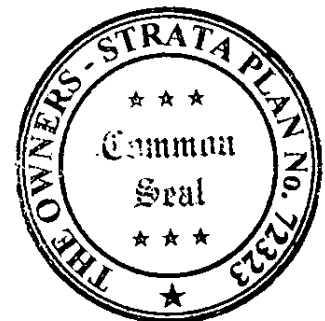
3 PLAYING ON COMMON PROPERTY IN BUILDING

Skateboards, roller blades and pushbikes are prohibited from use on any part of the common property or access ramps to or egress ramps from the building.

4 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

7.1 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.

7.2 An Owner or occupier of a Lot must not place any items of a personal nature in the common areas (i.e. doormats, shoes, private art works or name plaques).



Community & strata title management pty ltd
ABN 78 001 768 761

newcastle new england terrigal tuggerah

Community & strata title management

1/22 Portside Crescent Wickham NSW 2293
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T (02) 4041 5200 F (02) 4962 3032 E newcastle@cstm.com.au
cstm.com.au/newcastle



5 DRYING OF LAUNDRY ITEMS

An owner or occupier of a Lot must not hang any washing, laundry, towel, bedding, clothing or other article on any part of the lot in such a way as to be visible from outside the building.

6 CLEANING OF WINDOWS AND DOORS

An owner or occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is common property; unless the Owners Corporation resolves that it will keep the glass or specified part of the glass clean.

7 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

- a) An owner or occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the common property, any inflammable chemical, liquid or gas or other inflammable material.
- b) This by-Law does not apply to chemicals, liquids, gases or other materials used to operate the lawful business from the commercial Lot 16 as defined on the registered strata plan.
- c) An Owner or Occupier of a Lot must not under any circumstances, use or store in storeroom facilities within the boundaries of the lot or allocated car space any inflammable chemical, liquid, gas, gas cylinders or other inflammable material.

8 GARBAGE DISPOSAL

Each owner or occupier of a Lot acknowledge that all garbage, recyclable material or waste is stored in the shared bin storage as defined on the registered Strata Plan.

- a) Must store garbage, recyclable material or waste within allocated bin storage area and not on any other area of the common property, or in any storeroom on the common property.
- b) Must ensure that garbage, recyclable material or waste is regularly removed and collected from the Lot by Council or private services, in accordance with all laws, regulations and ordinances of all relevant authorities;
- c) Must ensure that the Lot is kept hygienically clean and free of all rubbish, vermin, pests or infection, and rubbish, recyclable matter or waste is not stored for long periods within each Lot; and
- d) Must ensure that the bin storage area as defined on the Strata Plan located on the common property is kept free of all rubbish, recyclable material or waste and kept free of all rubbish, recyclable material or waste and kept hygienically clean and washed down after use.



Community & strata title management pty ltd
ABN 78 001 768 761

newcastle new england terrigal tuggerah

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PO BOX 268 Wickham NSW 2293

T (02) 4041 5200 F (02) 4962 3032 E newcastle@cstm.com.au
cstm.com.au/newcastle



11.2 AN OWNERS OR OCCUPIER OF A LOT:

- a) Must ensure that before refuse, recyclable material or waste is placed in the garbage and in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained; and
- b) Must promptly remove anything which the owner or the occupier may have spilled on the common property and must take such action as may be necessary to clean the area within which that thing was spilled.
- c) Must promptly remove any chemical, biological, toxic or other hazardous waste in a manner that would not contravene any relevant law applying to the disposal of such waste.
- d) An owner or occupier of a Lot must make their own private arrangements for disposing of recyclable waste, garbage or material which cannot be removed by Council garbage services or independent garbage disposal or recycling services.

12 APPEARANCE OF A LOT

The owner or occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible or viewed from the outside of the Lot, that is not in keeping with the appearance of the building.

13 PRESCRIBED USE

The Owner or occupier of a Lot must not use anything on the common property for any purpose other than that for which it was intended.

The Owner or occupier of a Lot 16 commercial space must not, without the prior written consent of the Owners Corporation, use a Lot for any Purpose other than office or commercial business or any other use authorised in writing by the relevant town planning consent authority

14 PRESERVATION OF FIRE SAFETY

The Owner or occupier of a Lot must not do anything or permit any invitees of the owners or occupier to do anything on the Lot or common property that is likely to create a hazard or danger to the owner or occupier of another Lot or any person lawfully using the common property



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15 PROVISION OF AMENITIES OR SERVICES

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

- a Security services
- b Promotional services for commercial lot only
- c Advertising for commercial lot only
- d Commercial cleaning
- e Domestic cleaning
- f Garbage disposal and recycling services
- g Electricity, water or gas supply
- h Telecommunication services (e.g. cable/satellite television, satellite receiving discs and antennas, internet etc.);
- i Management and maintenance of building and common property
- j Fire safety service
- k Lift services

If the Owners Corporation makes a resolution referred to in subclause 17.1 to provide an amenity or service to a Lot or to the Owner or occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

16 CONTROL ON HOURS OF OPERATION AND USE OF FACILITIES

The Owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or the Lots and common property of the Strata Scheme.

- a That commercial or business activities may be conducted on the commercial lot as defined as Lots 1, 2 & 16 from 8.00 am to 6.00 pm.
- b That facilities situated on the common property may be used only during certain times under separate cover certain conditions.

The Owners Corporation does not permit during the initial period or life of the Owners Corporation for the commercial space to be used as a cafe or food outlet or retail trade of any determination or similar such commercial use.



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An Owner or occupier must not use or permit a lot to be used for one or more of the following purposes:

- a) Gaming establishment;
- b) Brothel;
- c) Massage parlour; or
- d) Amusement parlour

17 CONTROL, MANAGEMENT, OPERATION, MAINTENANCE AND REPAIR OF COMMON FACILITIES

The Owners Corporation is responsible for the control, management, operation, maintenance and repair of common facilities.

18 RULES AND REGULATIONS REGARDING COMMON FACILITIES

The Owners Corporation is empowered to make rules and regulations relating to the management and operation of the common facilities.

19 CONTROL OF LESSEES AND LICENSEES

An owner of a Lot which is the subject of a lease or licence agreement must provide the lessee or licensee with a copy of these by-laws and take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot, or any person on the common property with the consent of the lessee or licensee complies with these by laws.

20 OWNERS AND OCCUPIER RESPONSIBLE FOR OTHERS

An owner or occupier of a Lot must take all reasonable steps to ensure that its invitees comply with these by-laws.

If any person, being an invitee, owner or occupier of a Lot does not comply with these by-laws then the owner or occupier must take all reasonable steps to ensure that the invitee immediately leaves the building and the common property.

If these by-laws prohibit an owner or occupier of a Lot from doing a thing, the owner or occupier must not allow or cause another person to do that same thing.



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21 SIGNAGE (AWNING)

Each Owner and occupiers of Lots 1,2 and 16 are granted the non-exclusive licence to affix signage on the common property of the building without written application and defined approval from the Owners Corporation.

The rights granted in the signage bylaw are granted on the condition that:

- a) The Owners and proprietors of Lots 1,2, and 16 are each responsible for the proper maintenance and keeping in a state of good and serviceable repair their signage and any associated fittings that connect their signage to the common property.
- b) If such signage is damaged, dilapidated, in need of repair or offensive as reasonably determined by the Owners Corporation then such signage must be renewed or replaced to the satisfaction of the Owners Corporation at the cost of the respective Lot owner.

22 OWNERS CORPORATION RESPONSIBLE FOR COMMON GROUNDS, GARDENS AND CAR PARKING

The Owners Corporation of all residential lots and commercial Lots including Lots 1, 2 and 16 is responsible for the control, management, operation, maintenance and repair of common facilities including common grounds, gardens and car parking of the entire Owners Corporation.

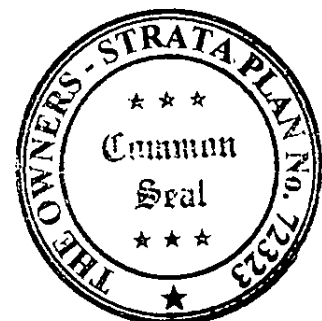
23 OWNERS CORPORATION RIGHTS TO RECOVER MONEY

The Owners Corporation may recover any money owing to it under these by-laws as a debt.

24 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

An owner or occupier of a lot must pay or reimburse the Owners Corporation on demand for any expenses of the Owners Corporation in connection with the contemplated or actual enforcement or preservation of any rights under these by-laws in relation to the owner or occupier.

The costs, charges and expenses incurred under by-law (reimbursement of costs, charges and expenses) include, without limitation, legal and other expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.



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25 THINGS DONE AT OWNERS OR OCCUPIERS COST

Anything which the owner or occupier of a lot is required to do under these by-laws must be done at the cost of the owner or occupier.

26 OWNERS CORPORATION NOT LIABLE FOR DAMAGES

The Owners Corporation is not liable for damages to or loss of property or injury to any person in or near the common property or common facilities due to any cause other than the negligence or fraud of the Owners' Corporation or any employee or agent of the Owners Corporation.

27 INTEREST ON OVERDUE MONEY

An owner or occupier of a Lot must pay the Owners Corporation interest on any amount that is due for payment and remains unpaid from and including the date it is due for payment.

28 COMPLIANCE WITH REQUIREMENT OF AUTHORITIES

An owner or occupier of a Lot must comply on time with all requirement and orders of authorities and all laws in connection with the Lot and the use or occupation of that Lot.

29 NOTICES TO BE OBSERVED

An owner or occupier of a Lot must comply with the terms of any notice displayed on common property or by the Owners Corporation, a service provider or any other relevant authority.

30 COMMUNICATION WITH OWNERS CORPORATION

Any complaint, notice, request or application to the Owners Corporation must be addressed in writing to the strata managing agent.

31 APPROVAL OF OWNERS CORPORATION

The Owners Corporation may give its approval conditionally or unconditionally or withhold its approval under these by-laws in its absolute discretion unless expressly provided otherwise in these by-laws.



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32 BUILDING WORK

All building, electrical and maintenance work to the inside of a Lot carried out by an owner or occupier of a Lot must only be carried out within the hours of 7.30am to 6.00pm, Monday to Saturday inclusive except in the event of an emergency.

Any such works referred to in by-law (building work) must only be carried out with the consent of the Owners Corporation (and subject to such conditions as the Owners Corporation in their sole discretion determine) and such works must be in accordance with the legislation and with all relevant statutory requirements and Council consents and approvals.

33 MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

33.1 An owner or occupier of a lot must not transport or move into or out of a lot any furniture, large object or deliveries to or from the lot through or on common property within the building unless sufficient notice (being a minimum of 3 days) has first been given to the executive committee (or original proprietor for the period up to the expiration of the initial period), so as to enable the executive committee (or the original proprietor for the period up to the expiration of the initial period) to arrange for its nominee to be present if necessary to oversee and inspect the move and to regulate the use of and access to the lift.

33.2 The Owners Corporation (or the original proprietor for the period up to expiration of the initial period) 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. Any damage to the common property caused by the Owner, the occupier or their employees or contractors must be rectified and made good by the Lot owner at the Lot Owners Expenses.

33.3 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.



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34 FLOOR COVERINGS

34.1 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 reasonably likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

34.2 This bylaw does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or ensuite.

35 SECURITY

35.1 The Owners Corporation may restrict access to the common facilities and the access to the car park and the building by means of security keys.

35.2 The Owners Corporation may make security keys available to owners and occupiers of lots and persons authorised by the owner's corporation.

35.3 A person to whom a security key is made available must:

- a) Not Duplicate or copy the security key
- b) Immediately notify the Owners Corporation if the Security Key is lost or misplaced.
- c) When requested by the owners corporation, immediately return the security key to the owners corporation; and
- d) Take all reasonable steps to safeguard the security key against loss, damage or theft.

35.4 Owners, occupiers and/or residential and commercial property managers will be responsible for arranging replacement of lost security keys after authorisation has been given by the Owners Corporation. Identification and/or proof of tenancy will be required prior to authorisation for replacement keys and the reasonable cost and expense of replacement keys will be charged for owners, occupiers, and/or property managers who may require replacement security keys.

36 CARWASH AREA

The carwash area is to be used for the purposes of washing cars only. The maximum period of use at any one time is to be 30 minutes. The hours of operation are restricted from 6 pm to 10 pm.



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37 CAR PARK

The car spaces designated as CSR on the strata plan are for the exclusive use of the visitors to the residential units. The car space designated as CSWB on the strata plan, during 8am and 6 pm, is for the exclusive use of the commercial units.

38 EXCLUSIVE USE

38.1 The common property within each building is for the exclusive use and enjoyment of the occupants of that building. Subject to Exclusive Use By-Law 38, the running and maintenance costs of the common property within the building known as The Esplanade Apartments is to be equally borne by Lots 1 to 15 inclusive. Subject to Exclusive Use By-Law 38.3 the running and maintenance costs for the common property within the building known as the Howard Apartments is to be equally borne by Lots 16 to 26 inclusive. The running and maintenance costs of the building occupied by the owners of Lots 27 to 30 inclusive are to be equally borne Lots 27 to 30 inclusive.

38.2 The lift well within The Esplanade apartments is for the exclusive use of the owners and invitees of Lots 3 to 15 inclusive. The running and maintenance costs of the lift well and associated plant equipment is to be proportionally borne by those owners which have exclusive use.

38.3 The lift well within the Howard Street apartment is for the exclusive use of the owners and invitees of Lots 17 - 26 inclusive. The running and maintenance costs of the lift well and associated plant equipment is to be proportionally borne by those owners which have exclusive use.

39. INSTALLATION OF BLINDS

1. Notwithstanding any other By-Law, an Owner for the time being of a Lot ("Owner") has:-

1.1. the special privilege to erect, install and maintain outdoor blinds of the lots as may be agreed by the Strata Committee affixed where necessary to the common property on the terms and conditions set out in this by-law.

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



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1.2.1. The Owner must ensure the installation work is done in a good and workmanlike manner by fully qualified and licensed contractors holding all relevant licences and insurances; and

1.2.2. The blinds must be of Black Bella Visa material or similar kind so as to be in keeping with the appearance of the rest of the building; and

1.2.3. The Owner must install the blinds at the Owner's expense; and

1.2.4. The Owner must at its own cost maintain the blinds and any common property to which the blinds are attached; and

1.2.5. If the blinds falls into a state of disrepair which in the reasonable opinion of the Owners' Corporation or any consultant employed by the Owners' Corporation, requires the repair, replacement or removal of all or part of the blinds, the Owner must procure the repair or replacement at the Owner's expense; and

1.2.6. The blinds shall remain the Owners fixtures; and

1.2.7. The blinds must insured by the Owner as their fixtures; and

1.2.8. If the blinds are removed the Owner must reinstate the common property as nearly as is practicable to its original condition.

40. WINDOW SAFETY DEVICES

1. An Owner or occupier of a lot shall be responsible for repairing and maintaining at the owner or occupiers expense the window safety devices and any common property to which the window safety devices are attached.
2. An owner or occupier of a lot shall not remove the window safety devices fitted to the windows in each lot.
3. If an owner of occupier of a lot removes the window safety devices fitted to the windows in each lot then such owner or occupier shall replace such device at the owner or occupier expense.



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SPECIAL BY-LAWS NO. 11

NO PETS

That subject to section 49(4), an owner or occupier of a lot must not keep any animal on the lot or the common property.

SPECIAL BY-LAWS NO. 12 TO 17

LOT 29- GARAGE DOOR

SPECIAL BY LAW 12

That the Owner of Lot 29 be granted exclusive use of common property for the purpose of installing a garage door to Lot 29 (townhouse). Door to be Classic cream Seville smooth panelift garage door with remote. The door is to be exactly the same as those already installed in the other townhouses. The Owner of Lot 29 shall be responsible for installing, repairing and maintaining the garage door in a good and serviceable condition.

SPECIAL BY LAW 13

That the Owner of Lot 29 be granted special privilege the use of common property for the purpose of installing air conditioning units to Lot 29 consisting of:

2 x 2.5K inverter units - Outside units will be out of site on balconies and in the garden area. The outside ducting is to match the grey downpipes and fascia.

2 x 3.5K inverter units - Outside units will be out of site on balconies and in the garden area. The outside ducting is to match the grey downpipes and fascia.

SPECIAL BY LAW 14

That the Owners of Lots 14 and 15 be granted exclusive use of the common property for the purpose of enclosing the front balcony of Lots 14 and 15 as per the attached architects impression marked Annexure A. The Owner of Lots 14 and 15 shall be responsible for installing, repairing and maintaining the enclosure and any part of common property to which it is attached in a good and serviceable condition.



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SPECIAL BY LAW 15

That the Owner of Lot 15 be granted exclusive use of common property for the purpose of installing a Jock to the lift in Block A to secure level 4 and a lock the fire escape door in block A to secure level 4. The Owner of Lot 15 shall be responsible for installing, repairing and maintaining the locks in a good and serviceable condition.

SPECIAL BY LAW 16

That the Owner of Lot 11 (unit 11 sub penthouse) be granted exclusive use of common property for the purpose of installing window tinting to the windows to unit. The tint shall be the same colour as the existing tint only in will reflect more sun and keep the unit cooler. The Owner of Lot 11 shall be responsible for installing, repairing and maintaining the window tinting.

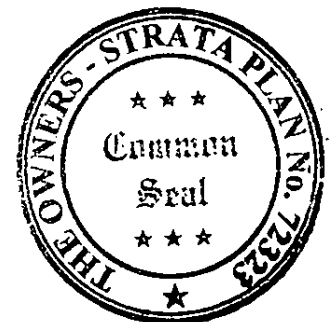
SPECIAL BY LAW 17

That the owner of Lot 14 (unit 13) be granted exclusive use of common property for the purpose of erecting a colorbond enclosure around the car space of Lot 14. The owner of Lot 14 shall be responsible for the cost of erecting, repairing and maintaining the said enclosure.

SPECIAL BY-LAWS NO. 12

LOT 16- EXCLUSIVE USE

That the owners of Lot 16 be granted exclusive use of common property for the purpose of enclosing the balcony of Lot 16 (currently Curves) as per the attached diagram. The Owner of Lot 16 shall be responsible for installing, repairing and maintaining the enclosure and any part of common property to which it is attached in a good and serviceable condition. All work shall be carried out in a tradesman like manner and if ever removed the common property shall be reinstated to it's original condition.



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SPECIAL BY-LAWS NO. 13 and 14

LOTS 14 AND 15- SPILT SYSTEM AIR CONDITIONER

SPECIAL BY LAW 13

That the Owners of Lots 14 and 15 be permitted to install a split system air conditioner to each of their lots with the following conditions:

That the installation meets the approval of any or all consent authorities

That the provisions of the Noise Control Act 1975 or any other like legislation be complied with

That the operating hours are to be between 7.00am and 10.00pm Mondays to Fridays, and 8.00am to 10.00pm on weekends and public holidays.

That the installation shall be undertaken by a licensed contractor who is in possession of the statutory insurances.

That the outside component is to be installed on the side wall of each lot respectively and does not interfere with other residents.

That any overflow pipes be connected to the downpipe.

That fire walls shall not be penetrated.

And further that the Owner shall be solely responsible for the proper maintenance and keeping in a state of good and serviceable repair the air conditioning system and associated fittings and those parts of the common property to which they are attached.

Should the air conditioning system be removed at a later date the Owners of Lots 14 and 15 shall restore the common property to its original condition and to the satisfaction of the Owners Corporation.

That the air conditioner motor for lot 14 be installed no less than 1.5 meters above the roof of the unit below.

The Owners will pay all costs associated with registering this By-Law.



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SPECIAL BY LAW 14

That the Owners of Lot 29 be granted exclusive use of common property for the purpose of enclosing the ground level balcony at 3/9 Howard Street as per the attached photos. The owners of lot 29 shall be responsible for obtaining any council consent if so required, installing, repairing and maintaining the enclosure and any part of common property to which it is attached in a good and serviceable condition.

The Owner will pay all costs associated with registering this By-Law.

SPECIAL BY-LAWS NO. 18

LOTS 14 AND 15- GARAGE DOORS

That the Owners of Lot 14 and 15 be permitted to have their garage door connected to the common property power outlet.

SPECIAL BY-LAWS NO. 19

LOT 15- REAR BALCONY

Notwithstanding any other by-law, the proprietor of Lot 15 (Owner) shall have the right to erect and maintain an enclosure of the rear balcony of Lot 15 affixed where necessary to the common property on the terms and conditions set out in this by-law.

The terms and conditions of this by-law are:

- (a) The Owner must ensure the building work is done in a good and workmanlike manner by fully qualified and licensed contractors holding all relevant licences and insurances;
- (b) If required to do so, the Owner must obtain Council consent to the building work;
- (c) The Owner must install the enclosed balcony at the Owner's expense;
- (d) The Owner must at its own cost maintain the enclosed balcony and any common property to which the enclosure is attached;
- (e) If the enclosed balcony falls into a state of repair which in the reasonable opinion of the Owners' Corporation or any consultant employed by the Owners' Corporation, requires the repair, replacement or removal of all or part of the enclosed balcony, the Owner must procure the repair or replacement at the Owner's expense; and
- (f) If the enclosed balcony is removed the Owner must reinstate the common property as nearly as is practicable to its original condition.

The Owner will pay all costs associated with registering this By-Law.



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SPECIAL BY-LAWS NO. 20

REMOVALIST FEE

That the Executive Committee levy a removalist fee, the amount of which is to be determined by the Executive Committee from time to time, on all residents moving into the building. Owners and Tenants of Townhouses are exempt from the fee.

SPECIAL BY-LAWS NO. 20A

LOT 14- REAR BALCONY

1.1 Notwithstanding any other by-law, the proprietor of Lot 14 (Owner) shall have the right to erect and maintain an enclosure of the rear balcony of Lot 14 affixed where necessary to the common property on the terms and conditions set out in this by-law. 1.2.

The terms and conditions of this by-law are:

- (a) The owner must ensure the building work is done in a good and workmanlike manner by fully qualified and licensed contractors holding all relevant licences and insurances;
- (b) If required to do so, the owner must obtain Council consent to the building work;
- (c) The owner must install the enclosed balcony at the Owner's expense;
- (d) The Owner must at its own cost maintain the enclosed balcony and any common property to which the enclosure is attached;
- (e) If the enclosed balcony falls into a state of disrepair which in the reasonable opinion of the Owners' Corporation or any consultant employed by the Owners' Corporation, requires the repair, replacement or removal of all or part of the enclosed balcony, the owner must procure the repair or replacement at the Owner's expense; and
- (f) The enclosed balcony fixtures shall remain the Owners fixtures; and
- (g) The Owner must insure the enclosed balcony fixtures; and
- (h) If the enclosed balcony is removed the Owner must reinstate the common property as nearly as is practicable to its original condition.

The owner will pay all costs associated with registering this By-Law.



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SPECIAL BY-LAWS NO. 39

WATER METERS

PARTS

- 1 That the Owners Corporation SP 72323 install on common property a wireless AMR-WBS System comprising of:-
 - i. Installation of a Spider wireless Base Station in the Communication Room in Apartment Block A with a High Gain Aerial located within 5-10 metres of the Base Station.
 - ii. Remove existing RMC Multijet Pulse Meters and replace, upgrade and re fit Elster V100 meter with single wireless transmitter and reed switch to Lots 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 29 and 30.
 - iii. Install Elster V100 meter with single wireless transmitter and reed switch to Lots 2, 16,27 and 28.

On terms and conditions set out in this by-law:

- 2 The terms and conditions of this by-law are:
 - (a) The Owners Corporation ensure that the wireless Spider AMR-WBS System is installed in a good and workmanlike manner by fully qualified and licensed contractors holding all relevant licences and insurances at the Owners Corporation cost;
 - (b) The Owners Corporation must, at its sole cost, maintain the wireless Spider AMR WBS System and any common property to which the wireless Spider AMR-WBS System is attached;
 - (c) The Owners Corporation must insure the wireless Spider AMR-WBS System at the Owners Corporation expense;
 - (d) That the wireless Spider AMR-WBS System shall remain the Owners Corporation fixtures and remain part of common property.
- 3 That each and every one of the lot owners in the Owners Corporation SP72323 acknowledge and agree that the water usage component shall be determined by the following process:



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- (a) That the water usage data consumed by each and every lot owner be recorded and logged by a wireless Spider AMR-WBS Data Base System installed at 492 The Esplanade, Warners Bay;
- (b) That the Hunter Water Corporation read each quarter the master meter 202128150mm and forward such readings to the nominated Strata Managing Agent employed at the time by the Owners Corporation;
- (c) That the Strata Managing Agent will log, read, compile and calculate the recorded data from the wireless Spider Base Station citing the actual consumption of water used by each and every lot
- (d) That that upon receipt of the water usage data read by the Hunter Water Corporation from the master meter the Strata Managing Agent will on behalf of the Owners Corporation and each and every lot owner pay the Water Usage account to the Hunter Water Corporation within the Hunter water's current payment terms;
- (e) That an amount of \$8,000 will be held in advance in the Administrative Fund of the Owners Corporation SP72323 for the dedicated purpose of paying the water usage component of the Hunter Water Corporation invoiced billing account.
- (f) That the Strata Managing Agent will issue to each and every lot owner a separate invoice for the actual water consumed by each and every lot owner simultaneously with the general levies issued to each and every owner each quarterly term by the Strata Managing Agent. This invoice is an essential term creating a binding relationship between the Owners Corporation and each and every lot owner and as such will be treated as a contribution that legally binds the Owners Corporation and each and every lot owner in the Owners Corporation;
- (g) That the surplus water consumed by the Owners Corporation in regard to common property be paid in equal shares by each and every lot owner and such consumption be added to the levies issued to each and every owner each quarterly term by the Strata Managing Agent;



Community & strata title management pty ltd
ABN 78 001 768 761

newcastle new england terrigal tuggerah

Community & strata title management

1/22 Portside Crescent Wickham NSW 2293
PO BOX 268 Wickham NSW 2293

T (02) 4041 5200 F (02) 4962 3032 E newcastle@cstm.com.au
cstm.com.au/newcastle

A handwritten signature in black ink, appearing to be 'N. O. A.' or similar, written over the contact information.



- (h) That the current charging of water usage component based upon unit entitlement by the Hunter Water Corporation in accordance with the IMPART Determination No 4. 2009 be set aside in favour of water usage determined by wireless meter reading system as set out in this paragraph 4.

That the Hunter Water Corporation, the Owners Corporation and each and every lot in the Owners Corporation acknowledge and agree to the following terms and conditions:

- 4 That the Hunter Water Corporation will read the master meter ZX02128/50mm and issue and forward such readings to the nominated Strata Managing Agent engaged at the time by the Owners Corporation;
- (a) That the Hunter Water Corporation will issue and invoice to each and every owner the usual Water Service Charges, Sewer Charges and Environmental Charges;
- (b) That the Hunter Water Corporation will issue and invoice to each and every owner the usual Water Service Charges, Sewer Charges and Environmental Charges;
- (c) That the Ownership and maintenance of the meter reading system downstream of the master meter (the main Hunter Water meter) is the responsibility of the Owners Corporation;
- (d) That the responsibility for billing usage and managing disputed consumption to the individual units is the Owners Corporation.
- (e) That the Owners Corporation is responsible for payment of the water usage account within the Hunter Water's current payment terms.
- (f) That the Owners Corporation must confirm to the Hunter Water Corporation the installation of its meter reading system has been completed and such meter reading system has been successfully commissioned prior to the billing changes being implemented by the Hunter Water Corporation.

Resolved - 95.8% for and 4.2% against.



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cstm.com.au/newcastle

A handwritten signature in black ink, appearing to be 'W. C. M.' with a long, sweeping tail.

10/-
3 APR 1926
M.B.

*New South Wales Stamp Duty One Shilling 19.4.26
No 991 Book 1423 Conveyance*

THIS DEED made the Thirty first day of March One thousand nine hundred and twenty six Between Arthur Joseph Howard Palmer of Sydney in the State of New South Wales gentleman of the one part and Esther Elizabeth Pascoe the wife of James Pascoe of Charlestown in the said State Storekeeper of the other part. Now this DEED witnesseth that in consideration of the sum of Thirty seven pounds ten shillings paid by the said Esther Elizabeth Pascoe to the said Arthur Joseph Howard Palmer (the receipt whereof is hereby acknowledged) the said Arthur Joseph Howard Palmer as beneficial owner doth hereby convey unto the said Esther Elizabeth Pascoe in fee simple. All that piece of parcel of land situate at Warner's Bay in the Parish of Kabibah County of Northumberland in the State of New South Wales being Lot 11 on Registered Plan number 18 Expecting and reserving unto the said Arthur Joseph Howard Palmer his heirs executors administrators or assigns all Coal Mines Veins and seams of Coal all other mines metals minerals whatsoever and all quarries of stone in and under the land with full liberty and power for the said Arthur Joseph Howard Palmer his heirs executors administrators and assigns his and their workmen servants and agents at his and their free will and pleasure to search for dig raise and carry away the said coal stone and other minerals and metals but by underground workings only and without entering upon or in any manner affecting or exercising any rights powers whatsoever in or over the surface of the said land and without liberty to pay compensation to the owners or occupiers of the said land their lessees and tenants for any damage to buildings or works or any lands conveyed or transferred to them or for the draining of water from underneath the same by the working of the hereby reserved or adjoining mine or minerals or in pumping operations connected therewith. In witness whereof the said Arthur Joseph Howard Palmer hath hereunto subscribed his name.

- Schedule of documents covenanted to be Produced by the said Arthur Joseph Howard Palmer to the said Purchaser.
- 23rd September 1915 Indenture of Re-Conveyance Robert Leslie McDonald and others to W. Connal Reg. No. 336 Book 1075.
- 23rd September 1915 Indenture of Conveyance W.M.Connal and others to R.W.Gibbs Reg. No. 177 Book 1078.
- 7th September 1916 Indenture of Conveyance R.W.Gibbs to A.J.H.Palmer Reg No. 178 Book 1078

Signed Sealed and Delivered by the abovenamed Arthur)
Joseph Howard Palmer in the presence of H.W.Palmer) A. J. Palmer
Solicitor Sydney)

Esther Elizabeth Pascoe

I Jeffrey William Wynne of Sydney in the State of New South Wales Solicitor being duly sworn makes oath and says that the writing contained on this and the preceding pages has been compared by me with the original Conveyance and is a true copy thereof.

Given at Sydney this
Twenty third day of April
One thousand nine hundred
and twenty six before me
J. B. O'Brien
A Justice of the Peace

Received into the Registration of Deeds Office at Sydney the
Twenty third day of April One thousand nine
hundred and twenty six at forty two minutes past twelve
o'clock in the afternoon from Jeffrey William Wynne of Sydney
Solicitor.

J. B. O'Brien
Deputy Registrar.

5

C ONVEYANCE

NO 496

BOOK 1443.

*Hand Only. One Shilling
21. 9. 16*

*10/-
23 SEP 1926*

Amg

THIS DEED made the Thirteenth day of September in the year One thousand nine hundred and twenty six BETWEEN ARTHUR JOSEPH HOWARD PALMER of .. Sydney in the State of New South Wales Solicitor (hereinafter called "Vendor") of the one part and JAMES SHORT of Merewether in the said State Linesman (hereinafter called "Purchaser") of the other part WHEREAS the said Vendor is seised in fee simple free from encumbrances of the land and hereditaments hereinafter described and intended to be hereby conveyed and has agreed with the said Purchaser for the absolute sale thereof to him at or for the price or sum of SIXTY TWO POUNDS TEN .. SHILLINGS (£62-10-0) NOW THIS DEED WITNESSETH that in consideration of the sum of Sixty two pounds ten shillings now paid by the said Purchaser to the said Vendor (the receipt whereof is hereby acknowledged) HE the said Vendor as beneficial owner DOETH HEREBY CONVEY unto the said Purchaser in fee simple ALL THAT piece or parcel of land situated in the Parish of Kahibah County of Northumberland State aforesaid being part of J. Warner's 1280 acres grant and being Lot 5 shown on Registered Plan Number 18 and being more plainly shown on sketch hereon endorsed and therein edged red EXCEPTING and reserving unto the said Arthur Joseph .. Howard Palmer his heirs executors administrators or assigns all coal mines .. veins and seams of coal and all other mines metals minerals whatsoever and all quarries of stone in and under the land with full liberty and power for the said Vendor his heirs executors administrators and assigns his and their workmen .. servants and agents at his and their free will and pleasure to search for dig raise work and carry away the said coal stone and other minerals and metals but by underground workings only and without entering upon or in any manner affecting or exercising any rights powers whatsoever in or over the surface of the said land AND the said Vendor as Covenantor doth hereby covenant with the said Purchaser as Covenantee for production of the documents mentioned in the Schedule hereto IN WITNESS WHEREOF the said parties hereto have hereunto subscribed their names and affixed their seals the day and year first above written.

THE SCHEDULE REFERRED TO.

- 23rd September 1915 INDENTURE OF CONVEYANCE of this date made between Robert Leslie McDonald and William Albert Braylesford Greaves first part Marion Glas McDonald second part and William Michael Connal third part Registered Number 336 Book 1075.
- 23rd September 1915 INDENTURE OF CONVEYANCE made between William Michael Connal first part Marion Glas McDonald second part John Adam McDonald third part and Robert Warren Gibbs fourth part Registered Number 177 Book 1078.
- 7th September 1916 INDENTURE OF CONVEYANCE made between Robert Warren Gibbs of the one part and Arthur Joseph Howard Palmer of the other part Registered Number 178 Book 1078.

SIGNED SEALED AND DELIVERED by the said ARTHUR JOSEPH HOWARD PALMER in the presence of:-

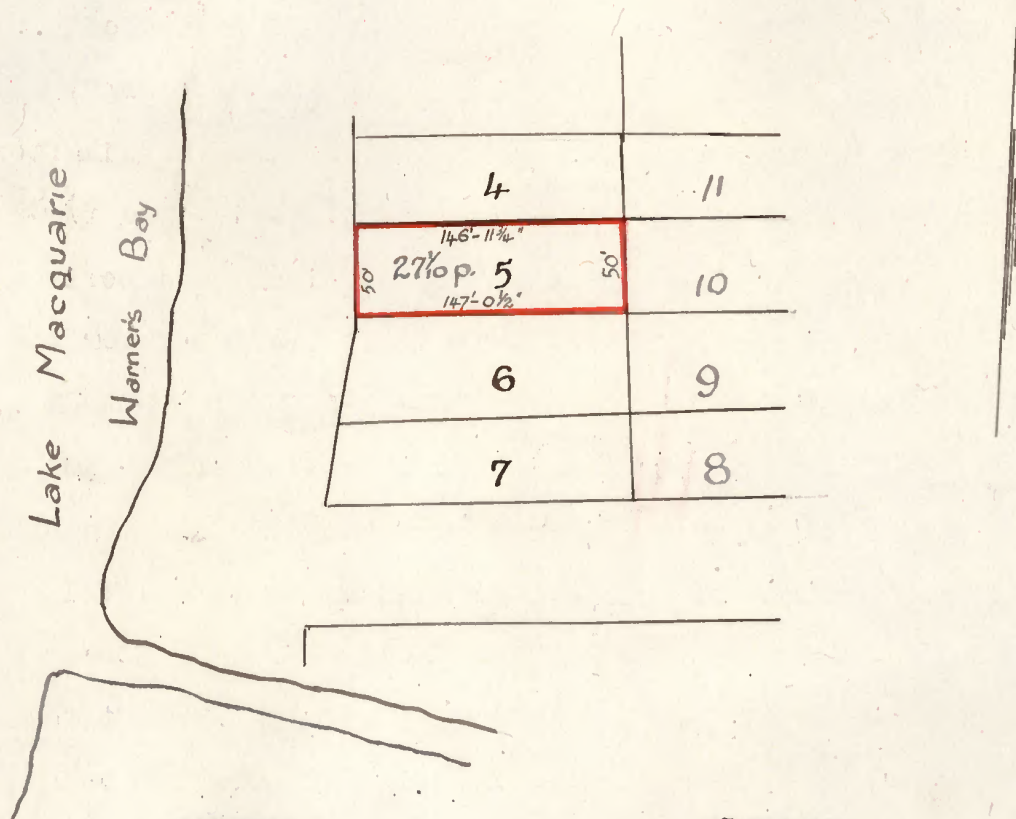
A.J.H. PALMER

L.S.

H. PALMER
Solr
SYDNEY

J Short.

SKETCH REFERRED TO.



WITNESS
H. PALMER

A.J. PALMER

New South Wales

To Wit

I LILY CORNWALL of Newcastle in the State of New South Wales Clerk to Percy Charlton of Newcastle in the said State Solicitor being duly sworn make oath and say as follows:-

The writing contained above and on the preceding page has been compared by me with the original CONVEYANCE and is a true copy thereof -

Lily Cornwall
SWORN at Newcastle this *Twentieth* day of *September* in the year of Our Lord One thousand nine hundred and twenty six Before me:-

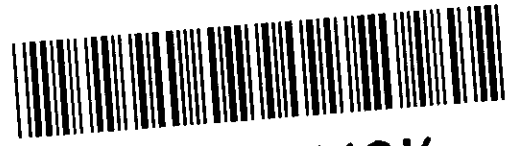
Robert J. R.
RECEIVED into the Registration of Deeds Office at Sydney the *Twenty third* day of *September* One thousand nine hundred and twenty six at *five minutes past two* o'clock in the *after* noon from *Herbert Long Brooke* Clerk to P. H. Coates of Sydney Law Stationer.

H. M. Allen
Deputy DEPUTY REGISTRAR.

Form: 01TG
Release: 1.2
www.lpi.nsw.gov.au

TRANSFER GRANTING EASEME

New South Wales
Real Property Act 1900



AA648913K

PRIVACY NOTE: this information is legally required and will t

(A) TORRENS TITLE

Servient Tenement IDENTIFIER 171/1059387 <i>17/056829</i> <i>NOW BEING 171/1059387</i>	Dominant Tenement IDENTIFIER 18/856829
---	---

(B) LODGED BY

Delivery Box 35D	Name, Address or DX and Telephone MORRIS, HAYES & EDGAR DX 420 SYDNEY PH: 9232-2411 AGENTS FOR Reference: <i>OBS 0317 GRMS</i>	CODE TG
----------------------------	---	-------------------

(C) TRANSFEROR

DEWHEATH PTY LIMITED ACN 072 906 266, PETER WILLIAM MILLINGTON, DEANNE PREBETTE DENISE MILLINGTON, RONALD GARY SHEEN

(D)

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

(E) DESCRIPTION OF EASEMENT

RIGHT OF CARRIAGEWAY AND TO PARK 3.25 WIDE AS SHOWN ON THE PLAN ANNEXED HERETO AS ANNEXURE "B"

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

(F)

Encumbrances (if applicable): 9287516

(G) TRANSFEREE

KEVIN MCCORMACK AND MARGARET ETHEL MCCORMACK

DATE

(H)

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

Corporation: DEWHEATH PTY LIMITED ACN 072 906 266
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

[Signature]
PETER HAYNES TAPP
Sole Director/Secretary

Name of authorised person:
Office held:

Signature of authorised person:

Name of authorised person:
Office held:

RELODGED
3 JUN 2004
TIME: 3:10

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

Signature of witness:

[Signature]

Name of witness:
Address of witness:

William Paul Hisevren
587 Pacific Highway
BELMONT

Certified correct for the purposes of the Real Property Act 1900 by the transferee.

Signature of transferee:

[Signature]
M. McCormack

Annexure **A** to **TRANSFER GRANTING EASEMENT**

Parties:

DEWHEATH PTY LIMITED, PETER WILLIAM MILLINGTON, DEANNE PREBETTE DENISE MILLINGTON & RONALD GARY SHEEN AND KEVIN MCCORMACK & MARGARET ETHEL MCCORMACK

Dated **13.5.04**

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

STEVEN GOMBOSO
1/208 Macquarie Rd. Warners Bay
Steven Gomboso

Certified correct for the purposes of the Real Property Act 1900 by the transferee Peter William Millington:

P.W. Millington

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

STEVEN GOMBOSO
1/208 Macquarie Rd. Warners Bay
Steven Gomboso

Certified correct for the purposes of the Real Property Act 1900 by the transferee Deanne Prebette Denise Millington:

Deanne Prebette Denise Millington

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

STEVEN GOMBOSO
1/208 Macquarie Rd. Warners Bay
Steven Gomboso

Certified correct for the purposes of the Real Property Act 1900 by the transferee Ronald Gary Sheen:

Ronald Gary Sheen

RIGHT OF CARRIAGEWAY AND TO PARK 3.25 WIDE

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated on the plan attached as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him or her, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof and at all times and for all purposes and at any location, to the exclusion of every person who is at any time entitled to an estate or interest in possession in the land indicated as the servient tenement and every person authorised by him or her, to park vehicles on the said servient tenement.

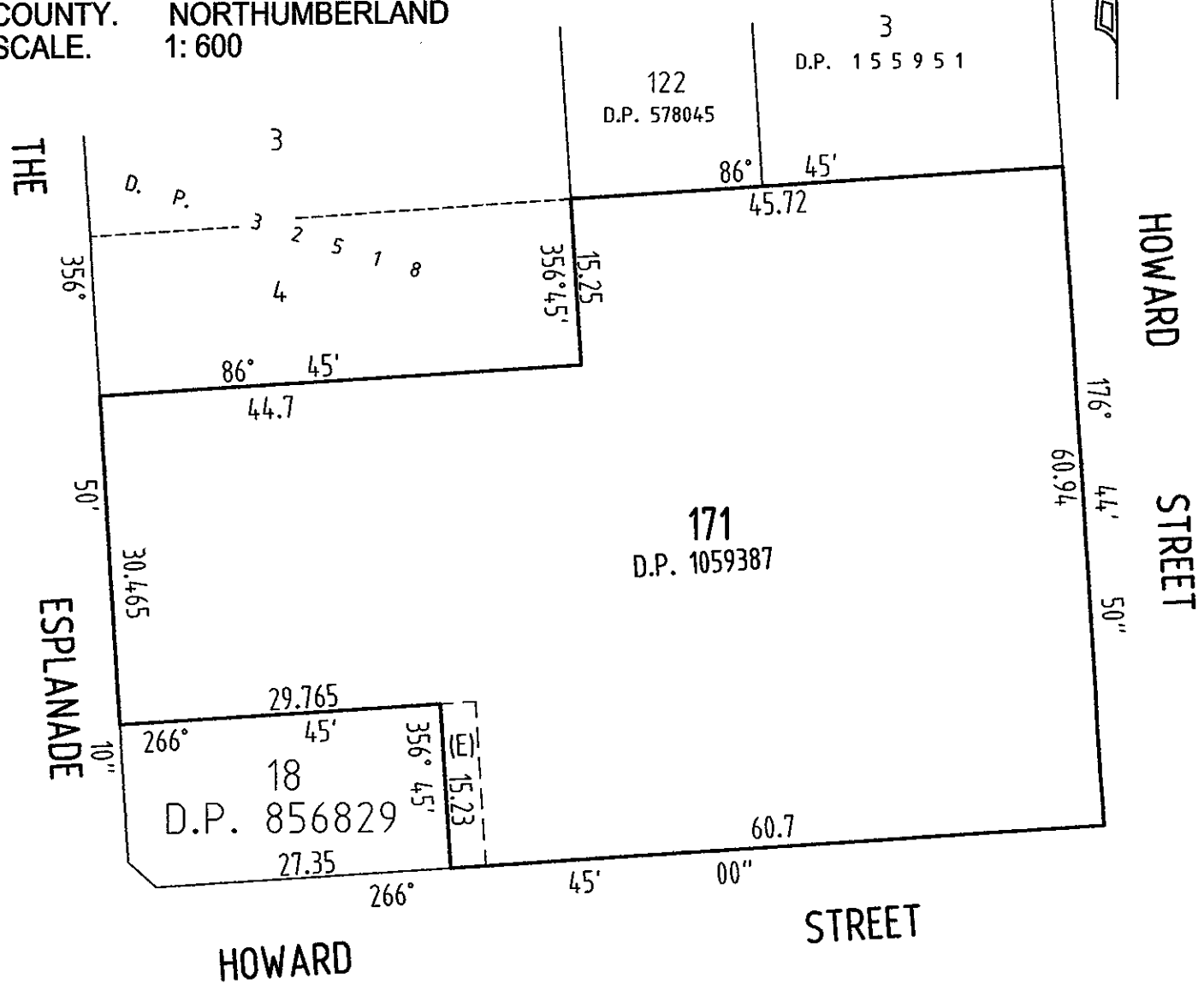
[Signature]

Kevin McCormack
M.M. McCormack

PARTIES: DEWHEATH PTY LIMITED, PETER WILLIAM MILLINGTON, DEANNE PROBETTE DENISE MILLINGTON, RONALD GARY SHEEN + KEVIN MCCORMACK + MARGARET ETHEL MCCORMACK

PLAN OF PROPOSED RIGHT OF CARRIAGEWAY AND TO PARK AFFECTING LOT 171 D.P. 1059387 IN FAVOUR OF LOT 18 D.P. 856829

L.G.A. LAKE MACQUARIE
LOCALITY. WARNERS BAY
PARISH. KAHIBAH
COUNTY. NORTHUMBERLAND
SCALE. 1:600



(E) PROPOSED RIGHT OF CARRIAGEWAY AND TO PARK
3.25 WIDE

K.M. McCormack
M. McCormack

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]


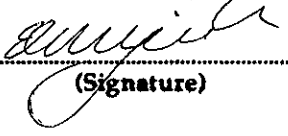
Annexure **C** to **TRANSFER GRANTING EASEMENT**

Parties:

DEWHEATH PTY LIMITED, PETER WILLIAM MILLINGTON, DEANNE PREBETTE DENISE MILLINGTON &
RONALD GARY SHEEN AND KEVIN MCCORMACK & MARGARET ETHEL MCCORMACK

Dated **13.5.04**

AUSTRALIA AND NEW ZEALAND BANK GROUP LIMITED hereby consents to this Transfer Granting Easement.

Dated at Newcastle this 13th Day of May, 2004
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522) signed by its Attorney DAVID JOHN NAY who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 564 Book 4388

Signed in the presence of 
(Signature)
E. CRUTEVSKI
(Print Name)
BANK OFFICER.
(Title)



Property & Construction Finance
Institutional Banking
Level 1, 490 King St
Newcastle NSW 2302
Phone 02 4962 0269
Fax 02 4929 6392
grujevse@anz.com
www.anz.com

6 April 2004

Land & Property Information
GPO BOX 15
SYDNEY NSW 2001

Dear Sir/Madam

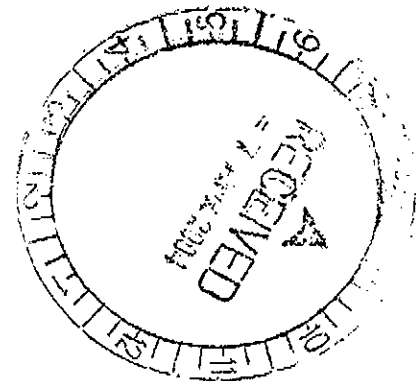
DEWHEATH PTY LTD - PRODUCTION OF FI 17 / 856829

We wish to confirm that Folio Identifier 17 / 856829 has been Produced for the purposes of Registration of a Plan of Consolidation, Strata Plan of Subdivision, Cancellation or Extinguishment of Easement and Variation of Easement.

If you have any queries in this regard please do not hesitate to contact myself on the number above.

Yours sincerely

Elizabeth Grujevski
Assistant Manager
Property & Construction Finance
Newcastle



5026

Citylink & Legalities

legal services

Computer Search

AA559213

DIRECTOR OF LPI

AS PRODUCING PARTY FOR

C.T 171/1059387 WE HEREBY
CONSENT TO THE REGISTERING OF

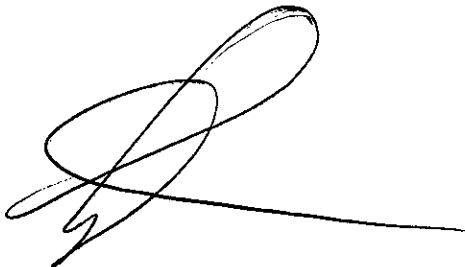
DEALING>

① AA648912

② AA648913

③ SP 72323.

Yours FAITHFULLY



CITYLINK &
LEGALITIES

2.7.04.

RELODGED
2 JUL 2004
TIME:

6056

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 007152

Land Registry Document Identification

AU4906

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/SP72323	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP72323
Other legal entity

Meeting Date

03/11/2023

Added by-law No.

Details Special By-law 1

Repealed by-law No.

Details N/A

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. SP72323

Signer Name ASHLEY HOWARD

Signer Organisation KERIN BENSON LAWYERS PTY LTD

Signer Role PRACTITIONER CERTIFIER

Execution Date 23/04/2024



Annexure A
Consolidated By Laws of the Owners Corporation SP72323
(adopted 6 October 2021)

1. NOISE

Subject to the right of each lot owner or occupier using each lot in accordance with Council approvals and regulations, an owner or occupier of a lot must not create any nuisance or excessive noise on a lot or the property, which is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot.

2. VEHICLES AND CAR PARK

No Parking on Common Property - Subject to these By-Laws you must not park or stand any motor vehicle and trailer or other vehicle on common property or permit any invitee of the owner or occupier to park or stand any motor vehicle and trailer or other vehicle on common property, except with the written approval of the Owners Corporation.

Outside Car Park - The car spaces designated as CSR on the Strata Plan are for the exclusive use of visitors to the residential units. The car space designated as CSWB on the Strata Plan are for the exclusive use of the commercial units.

Vehicles and Parking

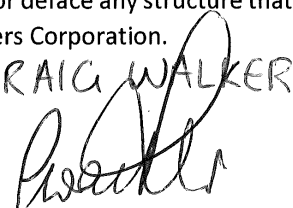
- (a) You must park your vehicle/s in your lot's allocated car space/s and must not straddle your lot's car space boundaries.
- (b) You are responsible for the cleanliness of your car spaces and must clean any fuel, oil or other spillages and stains immediately. If you fail to clean the affected area, the Owners Corporation may clean the affected area and recover the costs from you.
- (c) You must not store personal items and noxious and inflammable materials and substances in your car space/s.
- (d) You may allow your visitors to park in the Visitor Car Parking provided that your visitors park there on a casual basis.
- (e) If you allow a visitor to use your parking space, you are responsible for ensuring that your visitor complies with all vehicle and parking By-Laws. If a visitor does not comply with these By-Laws, you must ensure the visitor vacates the car park.
- (f) Your visitors may enter and leave unaccompanied, providing prior arrangements have been made between you and your visitors.
- (g) You are responsible for the behaviour of your visitors at all times and should exercise caution and reasonable care about who you invite to use The Esplanade & Howard Street parking.
- (h) You and your visitors must observe a maximum 5kph speed limit within The Esplanade & Howard Street complex.
- (i) You and your visitors and any child for whom you are responsible and/or have supervision must not play, including skating, riding bikes, scooters, or skateboards, in the driveways or parking areas of the complex.
- (j) The Owners Corporation may at any time regulate the use of Visitors Parking in accordance with this By-Law 2.3.

3. OBSTRUCTION OF COMMON PROPERTY

An owner or occupier of a lot must not obstruct lawful use of common property by any reason.

4. DAMAGE TO COMMON PROPERTY

An owner or occupier of a lot must not carry on any activity likely to damage or deface any structure that forms part of the common property, except with the written approval of the Owners Corporation.

CRAIG WALKER


An approval given by the Owners Corporation under subclause 4.1 cannot authorise any addition to the common property.

This by law does not prevent an owner or person authorised by an owner from installing.

- a) any sign to advertise the activities of the occupier of the lot if the Owners Corporation had specified location for such signs and that the sign is installed in the specified location or
- b) any devise used to affix decorative items to the internal surfaces of walls in the owners lot.

Notwithstanding any rule or law to the contract, the owner of a lot must.

- a) Maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause 4.3 that forms part of the common property and that services the lot and
- b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen other device or structure referred to in subclause 4.3 that forms part of the common property and that services the lot.

The Owners Corporation is not responsible for repairing, replacing or making good any damage or destruction caused to a lot. The Owner of the Lot is responsible for the repair, replacement and making good of their lot including all costs.

4. BEHAVIOUR OF OWNERS AND OCCUPIERS

An owner or occupier of a lot, when on common property, must not use language or behave in a manner likely to cause offence or likely to interfere with the peaceful enjoyment of the owner or occupant or another lot, or to any person lawfully on another lot, or to any person lawfully using common property.

5. PLAYING ON COMMON PROPERTY IN BUILDING

Skateboards, rollers blades, Scooters or Bicycles are prohibited from use on any part of the common property or access ramps to or egress ramps from the building.

6. DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY.

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item.

An owner or occupier of a lot must not place any items of a personal nature in the common area (i.e.: doormats, shoes, private art works or name plaques)

7. DRYING OF LAUNDRY ITEMS

An owner or occupier are permitted to dry laundry, and air personal items on the balcony of your lot provided that, you use a portable drying frame and you either remove the drying frame from the balcony when the task is complete or store it discreetly in such a way that it is not visible from outside the building.

The portable drying frame must not be taller than the balustrade of the balcony.

An owner or occupier must not hang any washing, laundry, towel, bedding, clothing, or any other article on any part of the lot especially the balustrade that is visible from the outside of the building.

An owner or occupier is responsible for all repairs and related expenses that may result from any damage including accidental damage caused to common property by laundry and airing activities.

An owner or occupier should minimise risks associated with laundry and airing activities in relation to weather conditions and multi-level buildings.

9. CLEANING OF WINDOWS AND DOORS

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property; unless the Owners Corporation resolves that it will keep the glass or specified part of the glass clean.

10. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation, use or store on the lot or on the common property, any inflammable chemical, liquid, gas or other flammable material.

This by law does not apply to chemicals, liquids, gases or other materials used to operate the lawful business from the commercial lots 16 as defined on the registered strata plan.

An owner or occupier of a lot must not under any circumstances, use or store in storeroom facilities within the boundaries of the lot or allocated car space any inflammable chemical, liquid, gas or other flammable material.

11. GARBAGE DISPOSAL

Each owner or occupier of a lot acknowledge that all garbage, recyclable material or waste is stored in the shared bin storage as defined on the registered strata plan.

Must store garbage, recyclable material or waste within allocated bin storage area and not on any other area of the common property or in any storeroom on the common property.

Must ensure that garbage, recyclable material or waste is regularly removed and collected from the lot by Council or private services., in accordance with all laws, regulations and ordinances of all relevant authorities.

Must ensure the lot is kept hygienically clean and free of all rubbish, vermin, pests or infection and that rubbish, recyclable matter or waste is not stored for long periods within each lot; and

Must ensure that the bin storage area as defined on the strata plan located on the common property is kept free of all rubbish, recyclable material or waste and kept hygienically clean and washed down after use.

An owner or occupier of a lot

Must ensure that before refuse, recyclable material or waste is placed in the garbage and in the case of refuse, securely wrapped or, in the case of tins and or other containers, completely drained and

Must promptly remove anything which the owner or the occupier may have spilled on the common property and must take such action as may be necessary to clean the area within which that thing was spilled.

12. APPEARANCE OF A LOT

The owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation, maintain within the lot any visible or viewed from the outside of the lot, that is not in keeping with the appearance of the building.

13. PRESCRIBED USE

The owner or occupier of a lot must not use anything on the common property for any purpose other than for which it was intended.

The owner or occupier of Lot 16 commercial space must not, without the prior written consent of the Owners Corporation, use a lot for any purpose other than office or commercial business or any other use authorised in writing by the relevant town planning consent authority.

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

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.

14. PRESERVATION OF FIRE SAFETY

The owner or occupier of a lot must not do anything to permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

15. PROVISION OF AMENITIES OR SERVICES

The Owners Corporation may, by special resolution, determine to enter into arrangements or agreements 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.

- Security services
- Promotions services for commercial lot only
- Advertising for commercial lot only
- Commercial cleaning
- Domestic cleaning
- Garbage disposal and recycling services
- Electricity, water or gas supply
- Telecommunications services (e.g.: cable/ satellite television, satellite receiving discs, antennas, internet, etc)
- Management and maintenance of building and common property
- Fire safety services
- Lift services

If the Owners Corporation makes a resolution referred to in subclause 17.1 to provide an amenity or service to a lot or to the owner or occupier of a lot, must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

16. CONTROL ON HOURS OF OPERATION AND USE OF FACILITIES

The Owners Corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lot or the lots and common property of the strata Scheme.

- a) That commercial or business activities may be conducted on the commercial lot as defined as Lot 1,2 and 16 from 8am to 6pm.
- b) That facilities situated on the common property may be used only during certain times under separate cover certain conditions.

The Owners Corporation does not permit during the initial period or life of the Owners Corporation for the commercial space to be used as a café or food outlet or retail trade of any determination or similar such commercial use.

An owner or occupier must not use or permit a lot to be used for one or more of the following purposes.

- Gaming establishment
- Brothel

- Massage parlour
- Amusement parlour

17. CONTROL, MANAGEMENT, OPERATION, MAINTENANCE AND REPAIR OF COMMON FACILITIES

The Owners Corporation is responsible for the control, management, operation, maintenance and repair of common facilities.

18. RULES AND REGULATIONS REGARDING COMMON FACILITIES

The Owners Corporation is empowered to make rules and regulations relating to the management and operation of the common facilities.

19. CONTROL OF LEASES AND LICENSES – SHORT TERM ACCOMMODATION

Requirements if You Lease or Licence Your Lot

If you lease or license your lot including any short-term rental contemplated by these By-Laws you must:

- a) comply with these By-Laws at all times.
- b) provide your tenant or licensee with an up-to-date copy of these By-Laws.
- c) ensure that your tenant or licensee and their visitors comply with these By-Laws; and
- d) take all action available to you, including action under the lease or license agreement, to make them comply or leave the scheme.

Short Term Rent (STR) of Lots

- a) You must not lease or licence your lot to a third party for a Short-Term Rental of less than three months (STR) unless you are occupying your Lot as your principal place of residence.
- b) If you are using your place as your principal place of residence and allow a third party to occupy the Lot in your absence you must notify the Strata Committee of the details of that third party.
- c) You must not use your Lot for purposes of a Short-Term Rental accommodation if the Lot is not the principal place of residence or the person who, pursuant to the arrangement is giving another person the right to occupy the lot.

Short Term Occupancy of Non-Owners

- a) Owners are requested to inform the Strata Committee in the event of a Friend or a Family member without a short-term rent or lease in place, intending to reside in their Lot for any period of time when the Owner is not also residing in the same Lot.
- b) This notification to the Strata Committee should be provided within 24 hours of such person residing in your Lot to ensure that all residents are safe and secure and are aware of "foreign" person(s) on the premises.

20. OWNERS AND OCCUPIER RESPONSIBLE FOR OTHERS

An owner or occupier of a lot must take all reasonable steps to ensure that its invitees comply with these by laws.

If any person, being an invitee, owner or occupier of a lot does not comply with these by laws then the owner or occupier must take all steps to ensure that the invitee immediately leaves the building and the common property.

If these by laws prohibit an owner or occupier of a lot from doing a thing, the owner or occupier must not allow or cause another person to do that same thing.

21. SIGNAGE – COMMERCIAL

Each Owner and occupiers of Lots 1,2 and 16 inclusive are permitted to fit / affix commercial signage to the common property immediately adjacent to their respective lot, that signage is to take the form of window signage and/or one sign per lot affixed to the facade of the building at ground floor level. This By-Law is granted under the following terms and conditions:

- a) The owner must provide to the Owners Corporation a written application of the design, colouring, size and positioning of the signage.
- b) That the signage on each of the commercial lots described in this sub paragraph must not exceed the sizes as follows:
 - Lot 1 1-metre-high x 2 metre length
 - Lot 2 1-metre-high x 3 metre length
 - Lot 16 1-metre-high x 3 metre length
- c) The signage must not be any illuminated signage.
- d) The Owners Corporation must approve the signage, but it must not unreasonably withhold its consent.
- e) The Owner's Corporation is obliged to provide its written permission for a sign to be affixed, in a position described above, providing that the signage is in accordance with the consent authority's guidelines.
- f) That all necessary approvals are obtained by the lot owner from the relevant Government and Statutory Bodies prior to affixing the relevant signage.
- g) That the cost of affixing, maintaining and ensuring the signage is to be the responsibility of the lot owner
- h) That should the signage fall into a state of disrepair then the owner of the relevant lot shall remove or repair the sign and where necessary restore the common property to its condition prior to the sign being affixed.
- i) Should this not occur then the Owners Corporation may remove or repair the relative signage and restore the common property to its condition prior to the sign being affixed and recover such costs from the owner of the relevant lot.

The signage shall remain the Owners fixtures.

- a) The signage must be insured by the Owners as their fixture; and'
- b) If the signage is removed the Owners must reinstate the common property as nearly as is practicable to its original condition.

22. OWNERS CORPORATION RESPONSIBLE FOR COMMON GROUNDS, GARDENS AND CAR PARKING

The Owners Corporation of all residential lots and commercial lots (including lot 1,2 & 16) is responsible for the control, management, operation, maintenance and repair of common facilities including gardens, common grounds and car parking of the entire Owners Corporation.

23. OWNERS CORPORATION RIGHTS TO RECOVER MONEY

The Owners Corporation may recover any money owing to it under these by laws as debt.

24. REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

An owner or occupier of a lot must pay or reimburse the Owners Corporation on demand for any expenses of the Owners Corporation in connection with the contemplated or actual enforcement or preservation of any rights under these by laws in relation to the owner or occupier.

The costs, charges and expenses incurred under by law (By law 24) include, without limitation, legal and other expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.

25. THINGS DONE AT OWNERS OR OCCUPIERS COSTS

Anything which the owners or occupier of a lot is required to do under these by laws must be done at the cost of the owner or occupier.

26. OWNERS CORPORATION NOT LIABLE FOR DAMAGES

The Owners Corporation is not liable for damages to or loss of property or injury to any person in or near the common property or common facilities due to any cause other than the negligence or fraud of the Owners Corporation or any employee of the Owners Corporation.

27. INTEREST ON OVERDUE MONEY

An owner or occupier of a lot must pay the Owners Corporation interest on any amount that is due of payment and remains unpaid from and including the date it is due for payment.

28. COMPLIANCE WITH REQUIREMENT OF AUTHORITIES

An owner or occupier of a lot must comply on time with all requirement and orders of authorities and all laws in connection with the lot and the use or occupation of that lot.

29. NOTICES TO BE OBSERVED

An owner or occupier of a lot must comply with the terms of any notice displayed on the common property or by the Owners Corporation, a service provider or any other relevant authority.

30. COMMUNICATION WITH THE OWNERS CORPORATION

Any complaint, notice, request or application to the Owners Corporation must be addressed in writing to the strata managing agent.

31. APPROVAL OF OWNERS CORPORATION

The Owners Corporation may give its approval conditionally or unconditionally or without its approval under these by laws in its absolute discretion unless expressly provided otherwise in these by laws.

32. BUILDING WORK

When do you need consent? - Subject to this By-Law 32, you must have consent from the Owners Corporation to carry out building Works.

Procedures before you carry out Building Works - Before you carry out Building Works, you must:

- a) design the Building Works in accordance with all applicable laws, requirements of Government Agencies and Australian Standards.
- b) provide to the Owners Corporation detailed plans and specifications for the Building Works together with such other information as requested by the Owners Corporation, acting reasonably.
- c) obtain necessary consents from the Owners Corporation and Government Agencies.
- d) find out where service lines and pipes are located.
- e) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services or Common Property; and
- f) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.

Procedures when you carry out Building Works - If you carry out Building Works, you must:

- a) use qualified, reputable and, where appropriate, licensed contractors acceptable to the Owners Corporation (acting reasonably).
- b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and

- c) immediately repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier.

Making arrangements with the Owners Corporation - Before you carry out Building Works (including works for which you do not require consent from the Owners Corporation), you must:

- a) arrange with the Owners Corporation a suitable time and means by which to access the Scheme for purposes associated with those Building Works.
- b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access the Scheme; and
- c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Scheme.

Hours of Works - All building works to be carried out between the hours of Monday to Friday 8am to 4pm; and Saturday 8am to 12 Midday inclusive except in the event of an emergency.

33. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH THE COMMON PROPERTY

General requirements - You must make arrangements with the Owners Corporation at least 3 days before you move in or out of the Scheme or move large articles (e.g., furniture) through Common Property.

What are your obligations? - When you take deliveries or move furniture or goods through the Scheme (including the delivery of stock or goods), you must:

- a) comply with the reasonable requirements of the Owners Corporation
- b) fit an apron cover to any Common Property lift.
- c) immediately repair any damage you (or the person making the delivery) cause to Common Property; and
- d) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of Common Property.

Role of the Building Manager/Strata Committee - The Owners Corporation may appoint the Building Manager or nominate a member of the Strata Committee to assist it to perform its functions under this By-Law 33.

If this happens, you must:

- a) make arrangements with the Building Manager or nominated member of the Strata Committee when you move in or out of the Scheme; or
- b) comply with the reasonable requirements of the Building Manager or nominated member of the Strata Committee when you take deliveries or move furniture or goods through the Scheme.

34. FLOOR COVERINGS

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 reasonably likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

This by law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or ensuite.

35. SECURITY

The Owners Corporation may restrict access to the common facilities and the access to the car park and the building by means of security keys.

The Owners Corporation may make security keys available to owners and occupiers of lots and persons authorised by the Owners Corporation.

A person whom a security key is made available must

- a) Not duplicate or copy the security key
- b) Immediately notify the Owners Corporation if the security key is lost or misplaced
- c) When requested by the Owners Corporation, immediately return the security key to the Owners Corporation; and
- d) Take all reasonable steps to safeguard the key against loss, damage or theft.

Owners, occupiers and or residential and commercial property managers will be responsible for arranging replacement of lost security keys after authorisation has been given by the Owners Corporation. Identification and proof of tenancy will be required prior to authorisation for replacement keys and the reasonable costs and expense of replacement will be charged for owners, occupiers, and / or property managers who may require replacement security keys.

36. CAR WASH AREA

The Carwash Area is to be used for purposes of washing cars only.

The Carwash Area is not to be used for washing boats, Trailers, Campervan, or any other like vehicle.

The maximum period of use at any one time is to be 30 minutes.

A trigger nozzle must be fitted to the hose.

When washing the car, the water from the hose must not be allowed to run free on the concrete.

The hours of operation are restricted from 9am to 6pm (Monday-Saturday) and 10am to 6pm (Sunday)

37. EXCLUSIVE USE

The common property (including stairwell, lift and hallway) within each building is for the exclusive use and enjoyment of the occupants of that building. The exclusive use excludes any storage rooms, meter rooms, bin rooms or other rooms / spaces defined by the Owners Corporation.

- a) Subject to exclusive use by law 37. The running and maintenance costs of the common property within the building known as The Esplanade Apartments – Building A is to be borne proportionally, by lots 1 to 15 inclusive.
- b) Subject to the exclusive use by law 37.3 the running and maintenance costs for the common property within the building known as The Howard St Apartments – Building B is to be borne proportionally, by lots 16 to 26 inclusive.
- c) The lift well within The Esplanade Apartment – Building A, is for the exclusive use of the owners and invitees of Lot 3 to 15 inclusive. The running and maintenance costs of the lift well and associated plant equipment is to be borne proportionally, by lots 3 to 15 inclusive.
- d) The lift well within The Howard St Apartment – Building B, is for the exclusive use of the owners and invitees of Lot 16 to 26 inclusive. The running and maintenance costs of the lift well and associated plant equipment is to be borne proportionally, by lots 16 to 26 inclusive.

38. INSTALLATION OF BLINDS

Notwithstanding any other by laws, an owner for the time being of a lot ('owner') has.

The special privilege to erect, install and maintain outdoor blinds of the lots as may be agreed by the Strata Committee affixed where necessary to the common property on the terms and conditions set out in this by law.

The terms and conditions of this by law are

- a) The owner must ensure the installation work is done in a good and workman like manner by fully qualified and licensed contractors holding all relevant licences and insurances; and
- b) The blinds must be **VISIONTEX SUNSCREEN GREY GRAPHITE colour** so as to be in keeping with the appearance of the rest of the building; and

- c) The owner must install the blinds at the owners expense; and
- d) The owner must at its own costs maintain the blinds and any common property to which the blinds are attached; and
- e) If the blinds fall into a state of disrepair which in the reasonable opinion of the Owners Corporation or any consultant employed by the Owners Corporation, requires the repair, replacement or removal of all or part of the blinds, the owner must procure the repairs or replacement at the owners expense.
- f) The blinds shall remain the owners fixture.
- g) The blinds must be insured by the owner are their fixtures; and
- h) If the blinds are removed the owner must reinstate the common property as nearly as it practicable to its original condition.

39. WINDOW SAFETY DEVICES

An owner or occupier of a lot shall be responsible for repairing and maintaining at the owner or occupiers expense the window safety devices and any common property to which the window safety devices are attached.

An owner or occupier of a lot shall not remove the window safety devices fitted to the windows in each lot.

If an owner or occupier of a lot removes the windows safety device fitted to the windows in each lot, then such owner or occupier shall replace such device at the owner or occupier expense.

40. KEEPING OF ANIMALS (amended 31 January 2022)

1.1 KEEPING OF AN ANIMAL APPROVALS

- a) That the Owners Corporation may allow an owner or occupier to keep an animal on the lot or the common property with the written approval of the Owners Corporation.
- b) The Owners Corporation must not unreasonably withhold its approval of keeping an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- c) The approval referred to in 1.1 is specific to the owner and the animal and cannot be transferred to a new owner or occupier or apply to a different animal of the same owner.
- d) The approval referred to in 10.1 is specific to the animal in issue.

1.2 TYPE OF ANIMAL

Subject to this Bylaw the Owners Corporation may approve that you may keep in your unit:

- a) one domestic cat
- b) one domestic dog 7-10kgs
- c) a guide dog, hearing dog, or a personal care animal if you or a person living with you, needs a personal care animal , so trained to render assistance or alleviation of a condition.

1.3 REGISTRATION OF ANIMALS

That an owner or occupier must within 7 days of approval to keep an animal to reside in your unit, register the animal with the Owners Corporation by providing the Owners Corporation with the following information and satisfy the Owners Corporation of that information given to them:

- a) description of the animal;
- b) photograph

- c) breed
- d) registration and vaccination details
- e) colour and peculiar characteristic
- f) sex
- g) recording of ownership such as chip implants; and
- h) for any assistance animal details of the animals certification and training and successful graduation from an accredited training institution.

1.4 ANIMALS NOT TO BE ON COMMON PROPERTY

That an owner or occupier must not allow a visitor or any other person to bring an animal into the scheme unless the animal is a guide dog, hearing dog or other trained to assist to alleviate the effect of a disability and the visitor needs the dog or other animal because of visual disability, a hearing disability or other disability or that you have obtained prior approval from the Owners Corporation.

1.5 ANIMALS AND COMMON PROPERTY

An owners or occupier must:

- a) keep the animal within the lot.
- b) supervise the animal while on common property.
- c) Always keep a dog on a leash and under control while on common property including but not limited to the lifts and stairwells.
- d) Always keep a cat in a cage whilst walking through common property.
- e) take any action immediately to clean up all areas of the lot and common property that are soiled by the animal.
- f) responsible for any damage caused by the animal to any common property.

1.6 REVOKING CONSENT & AUTHORITY OF THE OWNERS CORPORATION

The strata committee on behalf of the Owners Corporation may review any consent given and revoke consent for an animal if the animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or common property being but not limited to:

- a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant, or
- b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant, or
- c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or
- d) the animal repeatedly causes damage to the common property or another lot, or
- e) the animal endangers the health of another occupant through infection or infestation, or
- f) the animal causes a persistent offensive odour that penetrates another lot or the common property, or
- g) the animal is neglected or abused in any way.
- h) the animal is injured in any way.

The Owners Corporation may demand in writing that an owner or occupier must remove the animal for the owner or occupier unit permanently if the animal has continually interfered with another occupant's use and enjoyment of the occupant's lot or common property as specified in 1.5(a)(i-viii) above or is injured or aggressive towards any owner, occupant, visitor or another animal. On receipt of such demand the owner or occupier must remove the animal from their unit and from the Esplanade and Howard Street complex immediately.

41. LOT 29 – GARAGE DOOR

That the owner of lot 29 be granted exclusive use of common property for the purpose of installing a garage door to lot 29 (townhouse). Door to be classic cream Seville Smooth panel lift garage door with remote. The door is to be exactly the same as those already installed in the other two townhouses. The owner of Lot 29 shall be responsible for installing, repairing and maintaining the garage door in a good and serviceable condition.

42. LOT 29 – AIR CONDITIONER

That the owner of lot 29 be granted special privilege the use of common property for the purpose of installing air conditioning units to lot 29 consisting of.

- a) X2 2.5K Inverter units – outside units will be out of site on balconies and in the garden area. The outside ducting is to match the grey downpipes and fascia.
- b) X2 3.5K Inverter units - outside units will be out of site on balconies and in the garden area. The outside ducting is to match the grey downpipes and fascia.

43. LOT 14 & 15 – BALCONY ENCLOSURE

That the owners of lots 14 and 15 be granted exclusive use of the common property for the purpose of enclosing the front balcony of lots 14 & 15 as per the architects impression marked annexure A. The owner of lots 14 & 15 shall be responsible for installing, repairing and maintaining the enclosure and any part of the common property to which it is attached in a good and serviceable condition.

44. LOT 15 – LIFT LOCK

That the owner of Lot 15 be granted exclusive use of the common property for the purpose of installing a lock to the lift in The Esplanade Apartment – Building A to secure the level 4 and a lock on the fire escape door in building A to secure level 4. The owner of lot 15 shall be responsible for installing, repairing and maintaining the locks in good and serviceable condition.

45. LOT 11 – WINDOW TINTING

That the owner of lot 11 be granted exclusive use of the common property for the purpose of installing window tinting to the windows to unit. The tint shall be the same colour as the existing tint only in will reflect more sun and keep the unit cooler. The owner of Lot 11 shall be responsible for installing, repairing and maintaining the window tinting.

46. LOT 16 – BALCONY ENCLOSURE

That the owner of lot 16 be granted exclusive use of the common property for the purpose of enclosing the balcony of lot 16 as per the attached diagram. The owner of Lot 16 shall be responsible for the installation, repairs and maintenance of the enclosure and any part of common property to which it is attached in a good and serviceable condition. All work shall be carried out in a tradesman like manner and if ever removed the common property shall be reinstated to its original condition.

47. LOT 14 & 15 – AIR CONDITIONER

That the owners of lots 14 and 15 be permitted to install a split system air conditioner to each of their lots with the following conditions.

- a) That the installation meets the approval of any or all consent authorities
 - b) That the provisions of the Noise Control Act 1975 or any other like legislation be complied with
 - c) That the operating hours are to be between 7am and -10pm Monday to Fridays, and 8am to 10pm on weekends and public holidays.
 - d) That the installation shall be undertaken by a licensed contractor who is in possession of the statutory insurances.
 - e) That the outside components to be installed on the side wall of each lot respectively and does not interfere with other residents.
 - f) That any overflow pipes be connected to downpipe.
 - g) That fire wall shall not be penetrated.
 - h) Further that the owner shall be solely responsible for the proper maintenance and keeping in a state of good and serviceable repair the air conditioning system and associated fitting and those parts of the common property to which they are attached.
 - i) Should the air conditioning system be removed at a later date the owners of lots 14 & 15 shall restore the common property to its original condition and to the satisfaction of the Owners Corporation.
- a) That the air conditioner motor for lot 14 be install no less than 1.5 meters above the roof of the unit below.
 - b) That the owners will pay all costs associated with registering this by law.

48. LOT 29 – ENCLOSE BALCONY

That the owners of lot 29 be granted exclusive use of common property for the purpose of enclosing the ground level balcony at 3/9 Howard Street as per the attached photos. The owners of lot 29 shall be responsible for obtaining any council consent if so required, installing, repairing and maintaining the enclosure and any part of common property to which it is attached in a good and serviceable condition. The owner will pay all costs associated with registering this by law.

49. LOT 14 & 15 – GARAGE DOORS

That the owners of lot 14 and 15 be permitted to have their garage door connected to the common property power outlet.

50. LOT 15 – REAR BALCONY

Notwithstanding any other by law, the proprietor of lot 15 (owner) shall have the right to erect and maintain an enclosure of the rear balcony of lot 15 affixed where necessary to the common property on the terms and conditions set out in this by law.

The terms and conditions of this by law are.

- a) The owner must ensure the building work is done in a good and workmanlike manner by fully qualified and licenced contractors holding all relevant licences and insurances.
- b) If required to do so, the owner must obtain council consent to the building work.
- c) The owner must at its own cost maintains the enclosed balcony and any common property to which the enclosure is attached.
- d) The owner must install the enclosed balcony at the owners expense.
- e) If the enclosed balcony falls into a state of repair which in the reasonable opinion of the Owners Corporation or any consultant employed by the Owners Corporation, required the repair, replacement or removal of the all or part of the enclosed balcony, the owner must procure the repair or replacement at the owner expense; and
- f) If the enclosed balcony is removed the owner must reinstate the common property as nearly as is practicable to its original condition.
- g) The owner will pay for all costs associated with registering this by law.

51. REMOVALIST FEE

That the executive committee levy a removalist fee, the amount of which is to be determined by the executive committee from time to time, on all residents moving into the building. Owners and tenants of the townhouses are exempt from the fee.

52. LOT 14 – REAR BALCONY

Notwithstanding any other by law, the proprietor of lot 14 (owner) shall have the right to erect and maintain an enclosure of the rear balcony of lot 14 affixed where necessary to the common property on the terms and conditions set out in this by law.

The terms and conditions of this by law are.

- a) The owner must ensure the building work is done in a good and workmanlike manner by fully qualified and licenced contractors holding all relevant licences and insurances.
- b) If required to do so, the owner must obtain council consent to the building work.
- c) The owner must at its own cost maintain the enclosed balcony and any common property to which the enclosure is attached.
- d) The owner must install the enclosed balcony at the owners expense.
- e) If the enclosed balcony falls into a state of repair which in the reasonable opinion of the Owners Corporation or any consultant employed by the Owners Corporation, required the repair, replacement or removal of the all or part of the enclosed balcony, the owner must procure the repair or replacement at the owner expense; and
- f) If the enclosed balcony is removed the owner must reinstate the common property as nearly as is practicable to its original condition.
- g) The owner will pay for all costs associated with registering this by law.

53. WATER METERS

That the Owners Corporation of SP72323 install on common property a wireless AMR – WBS system comprising of.

- a) Installation of a spider wireless base station in the communication room in Building A with a high grain aerial located within 5-10 meter of the base station.
- b) Remove existing RMC MultiJet pulse meters and replace, upgrade and refit Elster V100 meter with single wireless transmitter and reed switch to lots 1,3,4,5,6,7,8,9,10,11,12,13,14,15,17,18,19,20,21,22,23,24,25,26,29 and 30.
- c) Install Elster V100 meter with single wireless transmitter and reed switch to lots 2,16,17 and 28.

On terms and conditions set out in this by law

- a) the Owners Corporation ensure that the wireless spider AMR- WBS system is installed in a good and workmanlike manner by fully qualified and licensed contractors holding all relevant licenses and insurances at the Owners Corporation costs.
- b) The Owners Corporation must, at its sole costs, maintain the wireless spider AMR- WBS system and any common property to which the wireless spider AMR- WBS system is attached.
- c) The Owners Corporation must insure the wireless spider AMR-WBS system at the Owners Corporations expense.
- d) That the wireless spider AMR-WBS system shall remain the Owners Corporation fixtures and remain part of the common property.

That each and every one of the lot owners in the Owners Corporation SP72323 acknowledge and agree that the water usage component shall be determined by the following process.

- a) That the water usage data consumed by each, and every lot owner be recorded and logged by a wireless spider AMR- WBS data base system installed at 492 The Esplanade Warners Bay.
- b) That the hunter water corporation read each quarter the mast meter 202128150mm and forward such readings to the nominated Strata Managing Agent employed at the time by the Owners Corporation.

- c) That the Strata managing Agent will log, read, compile and calculate the recorded data from the wireless spider base station citing the actual consumption of water used by each and every lot.
- d) That upon receipt of the water usage data read by Hunter water Corporation from the mast meter the strata managing agent will on behalf of the Owners Corporation and each and every lot owner pay the water usage account to the Hunter Water Corporation within the Hunter Water's current payment terms.
- e) That an amount of \$8,000 will be held in advance in the administration fund of the Owners Corporation SP72323 for the dedicated purpose of paying the water usage component of the Hunter Water Corporation invoiced billing account.
- f) That the Strata managing Agent will issue to each and every lot owner a separate invoice for the actual water consumed by each and every lot owner simultaneously with the general levies issued to each and every owner each quarter by the strata managing agent. This invoice is an essential term creating a binding relationship between the Owners Corporation and each and every lot owner and as such will be treated as a contribution that legally binds the Owners Corporation and each and every lot owner of the Owners Corporation.
- g) That the surplus water consumed by the Owners Corporation in regard to common property be paid in equal shared by each and every lot owner and such consumption be added to the levies issued to each and every owner each quarterly term by the Strata Managing Agent.
- h) That the current charging of water usage component based upon unit entitlement by the Hunter Water Corporation in accordance with the IMPART Determination No4 2009 be set aside in favour of water usage determined by wireless meter reading system as set out in this paragraph 4.

That the Hunter Water Corporation, the Owners Corporation and each and every lot in the Owners Corporation acknowledge and agree to the following terms and conditions.

- a) That the Hunter Water Corporation will issue to each and every owner the usual Water Service Charge, Sewer Charges and Environmental Charges.
- b) That the ownership and maintenance of the meter reading system downstream of the master meter (in the main Hunter Water meter) is the responsibility of the Owners Corporation.
- c) That the responsibility for billing usage and managing disputed consumption to the individual units is the Owners Corporation.
- d) That the Owners Corporation is responsible for payment of the water usage account within the Hunter Water's current payment terms.
- e) That the Owners Corporation must confirm to the Hunter Water Corporation the installation of its meter reading system has been completed and such meter reading system has been successfully commissioned prior to the billing changes being implemented by the Hunter Water Corporation.

54. MINOR RENOVATIONS

On the conditions set out in this By-Law and with the prior written approval of the Strata Committee you may carry out Minor Renovations to the common property in connection with your lot and, once installed, you must maintain and repair the approved Minor Renovations at your cost.

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.

The Strata Committee, when considering your proposal to conduct Minor Renovations may impose conditions on any approval and must not unreasonably withhold its approval.

Definitions:

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 buildings located at SP72323.
- c) "Minor Renovations" includes, but is not limited to, 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. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- VI. installing a reverse cycle split system air conditioner,
- VII. installing double or triple glazed windows,
- VIII. installing ceiling insulation,
- IX. installing ceiling fans,
- X. installing balcony blinds.

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

- a) work that consists of cosmetic work for the purpose of section 109 of the Act,
- b) work involving structural changes,
- c) work that changes the external appearance of a lot,
- d) work involving waterproofing,
- e) work for which consent, or another approval is required under any other Act,
- f) work that is authorised by a By-Law made under Part 6 of the Act or a common property rights By-Law, and
- g) any other work prescribed by the regulations for the purposes of section 110(7) of the Act.

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

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

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.

Words importing:

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

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

Prior to Conducting the Minor Renovations - You must make an application to the Owners Corporation for its approval to conduct the Minor Renovations by giving written notice of your proposed works to the Owners Corporation with the notice to include:

- a) details of the work, including copies of any plans,
- b) the expected duration and times of the works,
- c) details of the persons carrying out the work including that person's qualifications to carry out the work, and
- d) arrangements to manage any resulting rubbish or debris.

Prior to conducting the Minor Renovations, you and/or the tradesperson or contractor appointed by you to carry out the Works must affect, 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) homeowners warranty insurance (where applicable); and

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

Performance of the Works - In carrying out or maintaining the Minor Renovations you 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.
- 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 - You 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 - You are liable for any damage caused to any part of the common property, and any lot (including your lot), or other property arising from the Minor Renovations and will make good that damage immediately after it has occurred. You indemnify 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 of your property.

Your Fixtures - The Minor Renovations shall remain your fixture.

Cost and Risk of the Works - The Minor Renovations (including their replacement or removal) are undertaken at your cost and risk.

Right to Remedy Upon Default - If you fail 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 you.

The costs referred to in 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 you or in enforcing the terms of this By-Law against you.

If the costs referred to in 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 you 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.

55. MAINTENANCE RESPONSIBILITIES

That any fixture or fitting contained within a Lot, whether specified in this By-Law or not, or any appliance that only services one Lot, whether specified in this By-Law or not, shall be deemed to be the maintenance responsibility of the Owner by virtue of the Owners Corporation absolving its maintenance responsibilities for the same pursuant to section 106 of the Management Act.

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

Waterproofing shall also remain the Owners Corporation responsibility, except where an Owner has undertaken a renovation within their Lot that affects a waterproofed area.

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

In accordance with section 106(3) of the Management Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within a Lot within the Scheme

Internal areas - All decorative finishes within a Lot, including but not limited to

- a) all cornices.
- b) all skirting boards.
- c) all architraves and internal door jams.
- d) wall tiles wherever located, including kitchen, bathroom and laundries:
- e) floor tiles wherever located, including kitchen, bathroom and laundries.
- f) false ceilings; and
- g) mezzanines, stairs and handrails.

All bathroom, ensuite and laundry fixtures and fittings, including but not limited to:

- a) toilet pan, including cistern and internal waste pipes; and
- b) exhaust fans that only service the Lot, wherever located.

Floor coverings

- a) all tiles and grouting, timber floors, parquetry, linoleum, vinyl and cork tiles wherever located.

Balcony/courtyard areas

- a) all tiles and grouting, pavers and decking.
- b) all stairs and handrails within the balcony or courtyard area: and
- c) all awnings, pergolas, privacy screens or louvers, whether originally or installed by the Owner or subsequent to the registration of the Strata Plan.

Electrical fittings and appliances

- a) smoke detectors that only service one Lot: and
- b) individual garage door motors only services one lot

Front door, balcony doors, windows and garage area

- a) all fly screens and security screens/doors fitted to the windows, doors and balcony doors of the Lot, whether installed originally or subsequently by the Owner; and
- b) any originally installed locking device or door furniture installed on the front and back doors, balcony doors or windows of a Lot.

56. SMOKE PENETRATION

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

An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any 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.

57. REPLACEMENT OF THE BALCONY TILES

Notwithstanding any other by laws, an owner for the time being of a lot ('owner') has the special privilege to erect, replace and maintain outdoor balcony tiles of the lots as may be agreed by the Strata Committee affixed where necessary to the common property on the terms and conditions set out in this by law.

The terms and conditions of this by law are:

- a) The owner must ensure the replacement work is done in a good and workman like manner by fully qualified and licensed contractors holding all relevant licences and insurances; and
- b) The balcony tiles must be of:
 - Item: 5743
 - Size: 300x600mm
 - Colour: Mojo Anthracite GreyGripR11so as to be in keeping with the appearance of the rest of the building; and
- c) The owner must replace the balcony tiles at the owners expense; and
- d) The owner must at its own costs maintain the balcony tiles and any common property to which the balcony tiles are attached; and
- e) If the balcony tiles fall into a state of disrepair which in the reasonable opinion of the Owners Corporation or any consultant employed by the Owners Corporation, requires the repair, replacement or removal of all or part of the balcony tiles, the owner must procure the repairs or replacement at the owners expense.
- f) The balcony tiles shall remain the owners fixture.
- g) The balcony tiles must be insured by the owner as their fixtures; and
- h) If the balcony tiles are removed the owner must reinstate the common property asnearly as it practicable to its original condition.

Special By-Law No. 1 – Installation of Blinds (Lot 12) (passed 3 November 2023)

SPECIALLY RESOLVED that notwithstanding any other by-law the proprietor of Lot 12 (Owner) will be granted exclusive use of that part of the common property to erect, install and maintain a motorised controlled outdoor blind to the rear of the lot's balcony on the terms and conditions set out in this by-law.

- (a) The terms and conditions of this by-law are: The Owner must ensure the installation work is done in a good and workmanlike manner by fully qualified and licensed contractors holding all relevant licences and insurances; and
- (b) The blinds must be of Vistaweave Plus - Charcoal fabric colour material so as to be in keeping with the appearance of the rest of the building; and
- (c) The Owner must install the blinds at the Owner's expense; and
- (d) The Owner must at its own cost maintain the blinds and any common property to which the blinds are attached; and
- (e) If the blinds falls into a state of disrepair which in the reasonable opinion of the Owners' Corporation or any consultant employed by the Owners' Corporation, requires the repair, replacement or removal of all or part of the blinds, the Owner must procure the repair or replacement at the Owner's expense; and
- (f) The blinds shall remain the Owner's fixtures; and
- (g) The blinds must be insured by the Owner as their fixtures; and
- (h) If the blinds are removed the Owner must reinstate the common property as nearly as is practicable to its original condition.
- (i) The Owner will pay all costs associated with registering this Bylaw.



CRAIG WALKER
[Handwritten signature]

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

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

(A) **TORRENS TITLE**

For the common property CP/SP72323

(B) **LODGED BY**

Document Collection Box	Name	Paulina Mena	CODE CH
	Company	Kerin Benson Lawyers	
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	Customer Account Number (IF APPLICABLE)	Reference	007152

- (C) The Owner-Strata Plan No. 72323 certify that a special resolution was passed on 3/11/2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows
- (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. Special By-Law 1
 Amended by-law No. NOT APPLICABLE
 as fully set out below :
 Annexure A: Special By-Law 1, as set out at page 21.

- (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. 72323 was affixed on 6th March 2024 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :

[Handwritten Signature]

Name :

CRAIG WALKER

Authority :

STRATA MANAGER

Signature :

Name :

Authority :



31 October 2024

EZYSTEP CONVEYANCING PTY LTD
PO Box 6099
LAKE MUNMORAH NSW 2259

Our Ref:171505
Your Ref:
BSB241029:193121
ABN 81 065 027 868

**PLANNING CERTIFICATE UNDER THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: 67.00
Receipt No: 13656148
Receipt Date: 28 October 2024

DESCRIPTION OF LAND

Address: 1/9 Howard Street, WARNERS BAY NSW 2282
Lot Details: Lot 27 SP 72323
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.

E1 Local Centre

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.

Building identification signs; Business identification signs; Home businesses; Home industries; Home occupations

(iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

Amusement centres; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Hostels; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Residential flat buildings; Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Any other development not specified in item 2 or 4

(iv) The purposes for which the Instrument provides that development is prohibited within the zone.

Advertising structures; Agriculture; Air transport facilities; Airstrips; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Industrial retail outlets; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Resource recovery facilities; Rural industries; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures

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 - Glendale Contributions Catchment - 2015

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

No

- (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.

No

- (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.

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 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

21 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*.

22 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

31 October 2024

EZYSTEP CONVEYANCING PTY LTD
PO Box 6099
LAKE MUNMORAH NSW 2259

Our Ref:171504
Your Ref:
BSB241029:193121
ABN 81 065 027 868

**PLANNING CERTIFICATE UNDER THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: 0.00
Receipt No: 13656148
Receipt Date: 28 October 2024

DESCRIPTION OF LAND

Address: 492 The Esplanade, WARNERS BAY NSW 2282
Lot Details: Lot 171 DP 1059387
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.

E1 Local Centre

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.

Building identification signs; Business identification signs; Home businesses; Home industries; Home occupations

(iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

Amusement centres; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Hostels; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Residential flat buildings; Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Any other development not specified in item 2 or 4

(iv) The purposes for which the Instrument provides that development is prohibited within the zone.

Advertising structures; Agriculture; Air transport facilities; Airstrips; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Industrial retail outlets; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Resource recovery facilities; Rural industries; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures

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 - Glendale Contributions Catchment - 2015

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

No

- (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.

No

- (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.

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 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

21 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*.

22 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

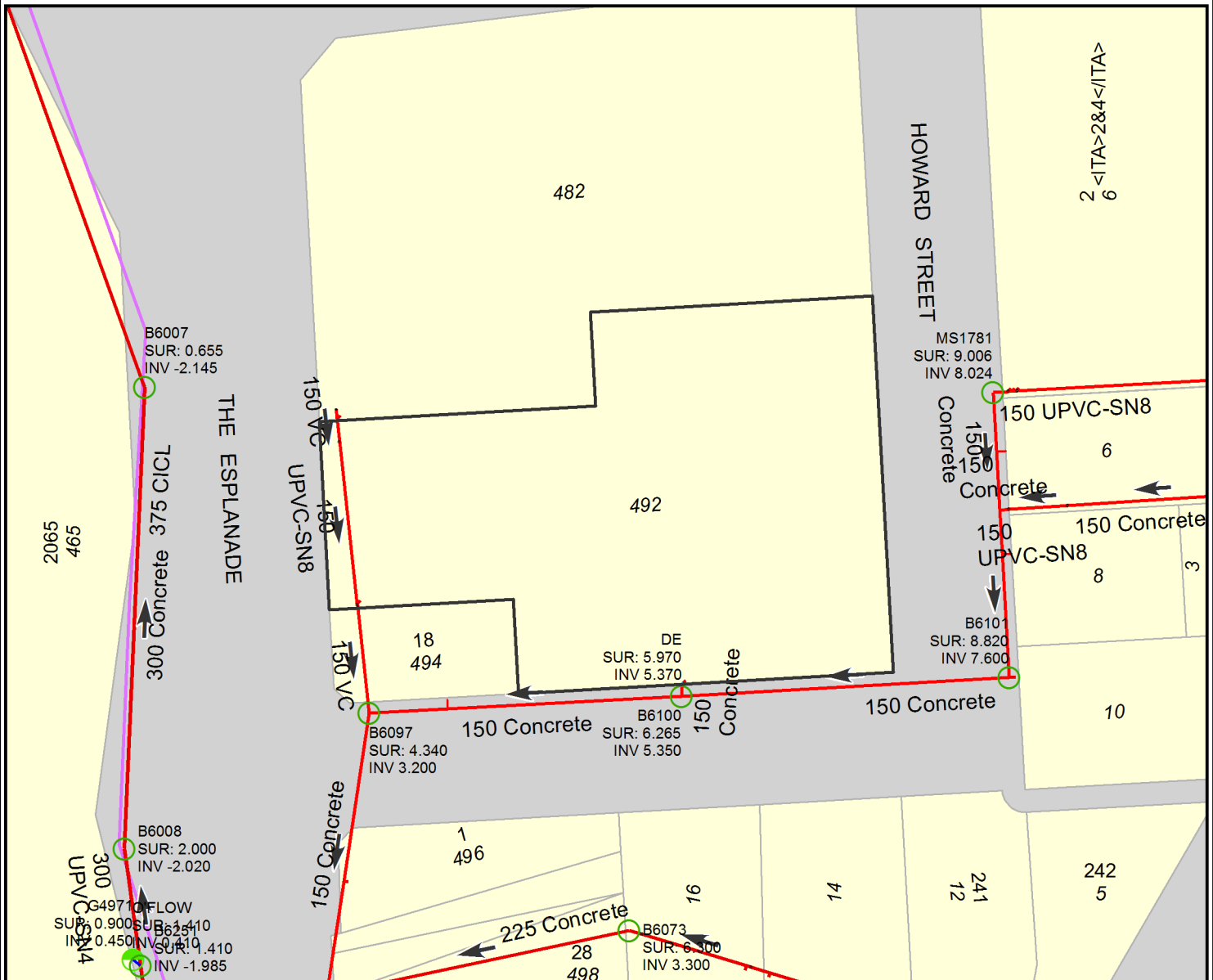
APPLICANT'S DETAILS



Ezy Step Conveyancing Pty Ltd
492 THE ESPLANADE
WARNERS BAY NSW

APPLICATION NO.: 2429033
APPLICANT REF: P OR-17SB1V044P1KF3
RATEABLE PREMISE NO.: 6897020986

PROPERTY ADDRESS: 9 HOWARD ST WARNERS BAY 2282
LOT/SECTION/DP:SP: 27//SP 72323



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: 19/11/2024

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

DS DS
[Signature]



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 12 / 10 / 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: Australia

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

[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 2 Name: NIL A.B.N. (if applicable): NIL

Landlord telephone number or other contact details:

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 NIL Email [REDACTED]

Tenant 3 Name NIL
Phone NIL Email NIL

Tenant 4 Name NIL
Phone NIL Email NIL

Property Address: 1/9 Howard St, Warners Bay NSW 2282

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 4947 7877	Fax	
		Mobile	
		Email	bec@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

Term of agreement

The term of this agreement is:

 6 months 12 months 2 years 3 years 5 years Other (please specify):

NIL

 Periodic (no end date)starting on 21 / 10 / 2023 and ending on 18 / 10 / 2024 *[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	1/9 Howard St		
Suburb	Warners Bay	State	NSW
		Postcode	2282


The residential premises include: *[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]*

1x Garage, 1x Carport

The residential premises **do not include:** *[List anything such as a parking space, garage or storeroom which do not form part of the residential premises]*

NOT APPLICABLE

Property Address: 1/9 Howard St, Warners Bay NSW 2282

RESIDENTIAL TENANCY AGREEMENT

Rent

The rent is \$ 750.00 per week payable in advance starting on 21 /10 /2023 .

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 FIRST NATIONAL ENGAGE EASTLAKES at BELMONT by ~~cash or Electronic Funds Transfer (EFT)~~, or

(b) into the following account, NIL or any other account nominated by the landlord:

BSB number: NIL Account number: NIL

Account name: NIL

Payment reference: 49436132, or

(c) by BPAY® in accordance with the biller code and reference number below or as otherwise provided to the tenant for that purpose:

BPAY® Biller Code: 4481 Reference Number:

(d) as follows: BPAY BILLER CODE 4481

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 \$3,000.00 must be paid by the tenant on signing this agreement.

The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

the landlord or another person, or

the landlord's agent, or

NSW Fair Trading through Rental Bonds Online.

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

IMPORTANT INFORMATION**Maximum number of occupants**

No more than 2x Adults persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Electrical repairs: First National Engage Eastlakes - After hours only for urgent repairs Telephone: 02 4945 5546

Plumbing repairs: First National Engage Eastlakes - After hours only for urgent repairs Telephone: 02 4945 5546

Other repairs: NIL 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.

Property Address: 1/9 Howard St, Warners Bay NSW 2282

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:

9 Volt Battery

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.]

mattspruce1970@hotmail.com

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.]

g.child@outlook.com

Condition report

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

Tenancy laws

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

Property Address: 1/9 Howard St, Warners Bay NSW 2282

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RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
 - 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. **The tenant agrees:**
 - 3.1 to pay rent on time, and
 - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
 - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
 - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
 - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
 - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
 - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
 - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
 - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
 - 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
 - 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

RENT INCREASES

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

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

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. **The landlord and the tenant agree:**
 - 7.1 that the increased rent is payable from the day specified in the notice, and
 - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
 - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
 - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 8.2 cease to be lawfully usable as a residence, or
 - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. **The landlord agrees** to pay:
 - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

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

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
 - 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

RESIDENTIAL TENANCY AGREEMENT



10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

- 11.1** all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2** all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and
- Note.** Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 11.3** all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4** all charges for pumping out a septic system used for the residential premises, and
- 11.5** any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6** water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
- 11.6.1** are separately metered, or
- 11.6.2** are not connected to a water supply service and water is delivered by vehicle.

Note. Separately metered is defined in the *Residential Tenancies Act 2010*.

12. The landlord agrees that the tenant is not required to pay water usage charges unless:

- 12.1** the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2** the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3** the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4** the residential premises have the following water efficiency measures:
- 12.4.1** all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
- 12.4.2** on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
- 12.4.3** all showerheads have a maximum flow rate of 9 litres a minute,
- 12.4.4** at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

14. The landlord agrees:

- 14.1** to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2** to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

- 15.1** that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2** that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3** that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

- 16.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2** not to cause or permit a nuisance, and
- 16.3** not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4** not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5** not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

- 17.1** to keep the residential premises reasonably clean, and
- 17.2** to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3** that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4** that it is the tenant's responsibility to replace light globes on the residential premises.

18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 18.1** to remove all the tenant's goods from the residential premises, and
- 18.2** to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3** to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4** to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

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- 18.5** to make sure that all light fittings on the premises have working globes, and
- 18.6** to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the *Residential Tenancies Act 2010*, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES**19. The landlord agrees:**

- 19.1** to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- (a) are in a reasonable state of repair, and
 - (b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and
 - (c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and
 - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2** to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3** to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4** not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

- 19.5** not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6** to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7** that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 20.1** the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The type of repairs that are **urgent repairs** are defined in the *Residential Tenancies Act 2010* and are defined as follows:

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES**21. The landlord agrees:**

- 21.1** to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

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21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22. **The tenant agrees** not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23. **The landlord and the tenant agree:**

23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

24. **The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

24.2 if the Civil and Administrative Tribunal so orders,

24.3 if there is good reason for the landlord to believe the premises are abandoned,

24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

24.11 if the tenant agrees.

25. **The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

26. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

27. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. **The landlord agrees** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.

29. **The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. **The tenant agrees:**

30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31. **The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

32. **The landlord agrees:**

32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

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- 32.2** to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5** to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. The tenant agrees:

- 33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2** to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

- 34.** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT**35. The landlord and the tenant agree that:**

- 35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4** without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note. Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.

- 36. The landlord agrees** not to charge for giving permission other than for the landlords reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT**37. The landlord agrees:**

- 37.1** if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

- 37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, 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 the tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

[Cross out this clause if there is no swimming pool]

~~**45. The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.**~~

*[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) or in a community scheme (within the meaning of the *Community Land Development Act 1989*) and that strata or community scheme comprises more than 2 lots]*

~~**46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into**~~

~~**46.1** the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

~~**46.2** a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant~~

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION**47. The landlord agrees:**

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS**50. The landlord and the tenant agree:**

50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

51.1 4 weeks rent if less than 25% of the fixed term has expired,

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[Signature]



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- 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]~~

~~[Blank lines for specifying animal details]~~

~~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 - PETS NOT PERMITTED

[Cross out this clause if not applicable]

~~56. Except to the extent that another term of this agreement expressly permits the tenant to do so, the tenant must not keep, or permit to be kept, any animals on the residential premises.~~

ADDITIONAL TERM - MATERIAL FACTS

[Cross out this clause if not applicable]

~~57. The landlord advises the tenant of the existence of the following material fact(s) (as prescribed by the *Residential Tenancies Regulation 2019* (NSW)) in relation to the premises:~~

~~[Blank lines for material facts]~~

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

58. **The landlord and tenant:**

58.1 **agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated [] / [] / [] (insert a date if the landlord and tenant agree to this clause) forms part of this agreement,

58.2 **acknowledge** that the tenant's responses in that condition report form part of this agreement, and

58.3 **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

59. Further to clauses 16 and 17 and subject to any applicable by-law, **the tenant agrees:**

59.1 to use the residential premises for residential purposes only;

59.2 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;

59.3 to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;

59.4 to put nothing down any sink, toilet or drain likely to cause obstruction or damage;

59.5 to wrap up and place garbage in a suitable container;

59.6 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;

59.7 to take special care of the items let with the residential premises including any furniture, furnishings and appliances;

59.8 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;

59.9 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;

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- 59.10** to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;
- 59.11** 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;
- 59.12** not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 59.13** 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
- 59.14** 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**60. The tenant agrees:**

- 60.1** 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
- 60.2** 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**61. The tenant agrees:**

- 61.1** to pay the rent on or before the day which the term of this agreement begins; and
- 61.2** not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.

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

ADDITIONAL TERM - OCCUPANTS**63. The tenant agrees:**

- 63.1** not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*, and
- 63.2** 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

64. The tenant acknowledges that a notice of termination does not by itself end the tenant's obligations under this agreement.

65. The tenant agrees:

- 65.1** 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
- 65.2** 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.

66. 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.

67. The landlord and the tenant agree that:

- 67.1** 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
- 67.2** 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**68. The tenant acknowledges and agrees:**

- 68.1** 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;
- 68.2** 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;
- 68.3** 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
- 68.4** 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.

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ADDITIONAL TERM - SWIMMING POOLS

(This clause does not apply when there is no pool on the residential premises)

~~60. Unless otherwise agreed by the landlord and tenant in writing, the tenant agrees:~~

~~60.1 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;~~

~~60.2 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;~~

~~60.3 to keep the water level above the filter inlet at all times;~~

~~60.4 to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool equipment, safety gate, access door, fence or barrier;~~

~~60.5 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~~

~~60.6 to ensure that the pool safety gate or access door is self-closing at all times.~~

ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM (for a fixed term of less than 2 years):

70. By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:

70.1 the rent will be increased to

\$ NIL	per NIL
<input type="text"/>	on NIL / NIL / NIL ; and
to \$ NIL	per NIL
<input type="text"/>	on NIL / NIL / NIL ; or

70.2 the rent increase can be calculated by the following method (set out details):

NIL
<input type="text"/>
<input type="text"/>

Note: The rent payable under a fixed term agreement for a fixed term of less than 2 years must not be increased during the fixed term unless the agreement specifies the increased rent or the method of calculating the increase.

Note: Generally, 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. This extends to an increase in the rent payable under a residential tenancy agreement on renewal of the agreement as if the increase were an increase during the term of the agreement.

ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM (for a fixed term of 2 years or more):

71. By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:

71.1 the rent will be increased to

\$ NIL	per NIL
<input type="text"/>	on NIL / NIL / NIL ; and
to \$ NIL	per NIL
<input type="text"/>	on NIL / NIL / NIL ; or

71.2 the rent increase can be calculated by the following method (set out details):

NIL
<input type="text"/>
<input type="text"/>

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

72. For avoidance of doubt:

72.1 a condition report which accompanies this agreement, forms part of this agreement; and

72.2 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.

73. Clause 72.2 does not apply:

73.1 to any matter that could not have reasonably been discovered on a reasonable inspection of the residential premises; or

73.2 to any statement in the condition report about which the tenant makes a written dissenting comment on the copy of the report completed by the tenant and retained by the landlord.

ADDITIONAL TERM – ADDITIONAL TENANTS

74. If an Additional Tenant Annexure is attached to this agreement:

74.1 that document forms part of this agreement; and

74.2 the tenant under this agreement includes each person named in that document as a Tenant.

ADDITIONAL TERM – ADDITIONAL TENANT OBLIGATIONS

75. The tenant agrees:

75.1 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;

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75.2 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

75.3 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

76. 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]

77. 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.

78. 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

79. 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.

80. 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

81. 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.

82. 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

83. 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, 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

84. The landlord and tenant each acknowledge that:

- 84.1 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;
- 84.2 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
- 84.3 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:

Bianca Hardy

18/10/2023

(Signature of landlord/landlord's agent)

(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:

Bianca Hardy

18/10/2023

(Signature of landlord/landlord's agent)

(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:

[Signature]

B1619F12372B4A7...

(Signature of tenant)

16/10/2023

(Date)

DocuSigned by:

[Signature]

EA85595768C94AD...

(Signature of tenant)

16/10/2023

(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:

[Signature]

B1619F12372B4A7...

(Signature of tenant)

16/10/2023

(Date)

DocuSigned by:

[Signature]

EA85595768C94AD...

(Signature of tenant)

16/10/2023

(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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refer to the appropriate legislation.