

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Gilmour Property Agents</b> PO Box 1673, Castle Hill NSW 2154 Email: <a href="mailto:brendan@gilmour.com.au">brendan@gilmour.com.au</a>	Phone: 02 9899 3311 Fax: 02 9899 3591 Ref: Brendan Dabaja
co-agent		
vendor	<b>Chun Tung Ho and Ying Ying Chen</b>	
vendor's solicitor	<b>Alexander Lee &amp; Associates</b> 2 Lacey Place, Blacktown NSW 2148 Email: <a href="mailto:info@alexleesolicitors.com.au">info@alexleesolicitors.com.au</a>	Phone: (02) 9831 2800 Ref: JL:230910252
date for completion	<b>42nd day after the contract date</b> (clause 15)	
land (address, plan details and title reference)	<b>10/17-19 Hutchison Avenue, Kellyville NSW 2155</b> <b>Lot 10 in Strata Plan 86629</b> <b>Folio Identifier 10/SP86629</b>	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input 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 type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input 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><b>Signed by</b></p>    <p>_____</p> <p>Vendor</p>    <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>    <p>_____</p> <p>Purchaser</p>    <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> _____ 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><b>Signed by</b> _____ 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>

# CERTIFICATE

UNDER SECTION 66W OF THE CONVEYANCING ACT, 1919  
annexed to and forming part of the Contract for the Sale of Land made

BETWEEN \_\_\_\_\_  
AS VENDORS ("the Vendor")  
AND

\_\_\_\_\_  
AS PURCHASERS ("the Purchaser")

with respect to the Property known as:

\_\_\_\_\_

I, \_\_\_\_\_

of \_\_\_\_\_

hereby certify as follows:-

1. I am a Solicitor/Conveyancer currently admitted to practise in New South Wales.
2. I am furnishing this Certificate in accordance with S.66W of the Conveyancing Act, 1919, with respect to the aforesaid Contract for Sale of Land ("the Contract") in order that there is no cooling off period in relation to the Contract.
3. I do not act for the Vendor and I am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.
4. I have explained to the Purchaser:-
  - (a) the effect of the Contract;
  - (b) the nature of this Certificate; and
  - (c) the effect of giving this Certificate to the Vendor i.e. that there is no cooling off period in relation to the Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of Solicitor/Conveyancer

### Choices

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

**Nominated Electronic Lodgement Network (ELN)** (clause 4):  
**Manual transaction** (clause 30)  NO  yes

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

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

**Land tax** is adjustable  NO  yes

**GST:** Taxable supply  NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply  NO  yes

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

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

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

Neighbourly Strata  
 2201/264 George Street, Sydney NSW 2000  
 Tel: 8880 1040

**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:**

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
	<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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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.

10/17-19 Hutchison Avenue, Kellyville NSW 2155

## SPECIAL CONDITIONS

1. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity if this special condition had not been included, it is agreed that:-
  - (a) if either party (or any one of them, if more than one) shall die or become mentally ill or insane or protected or incapable person within the meaning of the New South Wales Mental Health Act, 2007, as amended, then the other party may, by notice in writing to the other party or his solicitor named herein, rescind this Contract, whereupon the provisions of Clause 19 hereof shall apply; or
  - (b) if either party (or any one of them, if more than one) shall be declared bankrupt or commit an act of bankruptcy or enter into any scheme or arrangement or make any assignment for the benefit of creditors or being a Company shall resolve to go into liquidation or have an application for its winding up filed in any Court of competent jurisdiction or enter into any scheme for arrangement or assignment or composition for the benefit of creditors or have an official manager or receiver appointed over the whole or part of its assets or undertaking;  
then the party shall be deemed to be in default hereunder and the other party, by notice in writing to the party's Solicitor named herein, terminate this Contract. If the contract is terminated by the Vendor as a consequence of the Purchaser's default herein, the Vendor is entitled to the deposit paid hereunder.
2. For the purposes of Clause 4.2 hereof, the Purchaser acknowledges that the information required for the form of transfer is disclosed in this Contract and the Purchaser must not request the Vendor to provide any information pertaining thereto.
3. The Purchaser warrants that he was not introduced to the Vendor or to the Property, directly or indirectly, by any agent, employee of an agent or other person who may be entitled to claim commission from the Vendor in respect of this sale (other than the Vendor's Agent named herein, if any) and the Purchaser agrees to and shall indemnify and keep indemnified the Vendor in respect of the payment of any commission or costs or expenses incurred by the Vendor as a consequence of any such breach of warranty. This special condition shall not merge on completion but shall enure thereafter for the benefit of the Vendor.
4. The Purchaser acknowledges to the Vendor:-
  - (a) That he does not rely upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as are expressly provided herein but has relied entirely upon his own enquiries and inspection of the property;
  - (b) That this Contract comprises all of the terms and conditions of the contract between the Vendor and the Purchaser for the sale of the property;
  - (c) That the Purchaser has satisfied himself as to the approved and capable use and condition of the property; and
  - (d) That the Property and the Inclusions are sold with all faults and defects, if any, whether latent or patent and subject to all infestation and dilapidation and that he has acquainted himself with the state and condition of the property (including any holes or marks as a result of the removal by the vendors of picture frame, painting, hanging mirrors, television brackets, dryer brackets, any buildings and improvements thereon and the furnishings and chattels, if any) and has satisfied himself on all matters pertaining thereto.

The Purchaser shall not be entitled to make any requisition or claim for compensation in relation to or arising out of the state of repair or condition of the property and its Inclusions or its suitability for any purpose or require the Vendor to carry out any work or repairs in respect of the property or the Inclusions.
5. For the purposes of this Contract, Clauses 1 to 32 of the Printed Form of Contract are amended as follows:
  - (a) Clause 1 Amend definition of "Deposit holder" to read "vendor's agent (or if no vendor's agent is named in this contract, the deposit is to be held in the purchaser's solicitors trust account".
  - (b) Clause 2.9 Add the words "The Purchaser shall within 5 days from the date hereof provide the deposit holder with his tax file number. In this regard, time shall be of the essence. If the Purchaser fails to provide his tax file number as aforesaid, then all the interest earned on such investment of the deposit shall be paid solely to the Vendor. If any dispute arises in

respect of the deposit and/or the interest earned thereon, the deposit holder may pay the same into the Supreme Court of New South Wales thereafter the deposit holder shall be released from all liability in respect thereof.”

- (c) Clause 5.2.1 Delete the words “it is a general question about the property or title” and substitute the words, “it relates to the title to the property” in lieu thereof.
  - (d) Clause 7.1.1 Delete the whole of this subclause.
  - (e) Clause 8.1.1 Delete the words “on reasonable grounds”.
  - (f) Clause 10.1 Delete the word “substance” wherever appearing and insert in lieu thereof the word, “existence”.
  - (g) Clause 10.2 Add the words “make a claim, requisition” after the word “rescind”.
  - (h) Clause 11.1 Add the words “from any statutory authority or adjoining owner” at the end of the Clause.
  - (i) Clause 14.4.2 Delete.
  - (j) N/A
  - (k) N/A
  - (l) Clause 23.13 Delete the word “vendor” and replace with the word “purchaser”.
  - (m) Clause 23.14 Delete.
  - (n) Clause 24.1 Delete.
  - (o) Clause 24.3.2 Delete the whole of this sub-clause.
  - (p) Clause 25.1.1 Delete the words, “qualified, limited or”.
  - (q) Clause 25.1.2 Delete.
  - (r) Clause 25.7 Delete.
  - (s) Clause 20.6.5 Delete the whole of this subclause and insert in lieu thereof the following subclause:-

A document under or relating to this contract is served on a party if it is addressed to and sent by facsimile transmission or by email to that party's solicitor and such document shall be deemed to have been received by such party and such party's solicitor on the date when such transmission has been completed except where the sender's machine or the sender receives an email indicating a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission or email shall be deemed not to have been sent or received by such party or such party's solicitor or the time of despatch is not before 5.00p.m. on a day in which business is generally carried on in the place to which such document is sent, in which case, the document shall be deemed to have been received by such party and such party's solicitor on the next business day following the date when such transmission has been completed.
  - (t) Clause 19.3 Insert Clause 19.3 “The Purchaser’s only remedy for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulation 2022 is the remedy prescribed by that Regulation”
6. The parties acknowledge that for the purposes of Clause 15 hereof, fourteen (14) days from the date of service of such Notice to Complete shall be a reasonable time in all the circumstances in which to require completion of this contract and such time shall be of the essence of this Contract. If the Vendor served such a Notice to Complete upon the Purchaser, he shall be entitled to withdraw such a Notice at any time prior to the expiry of the said fourteen days and thereafter to further serve a Notice to Complete upon the Purchaser.
7. The Vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is effected. The Vendor shall not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any rate, tax or outgoing and shall be entitled to serve a Notice to Complete on the Purchaser notwithstanding that, at the time such notice is served or at any time thereafter, there is a charge on the property for any rate, tax or outgoing.
8. If completion of this Contract does not occur on or before the completion date as a result of the breach or default of the Purchaser, the Vendor, being ready, willing and able to complete on the completion date, shall be entitled to recover from the Purchaser the following liquidated damages which are payable on completion:-

- (a) Interest on the balance of the purchase price at the rate of 10% per annum, calculated at a daily rate from the completion date to the actual date of completion, to compensate the Vendor for the delay; and
- (b) The sum of \$330.00 to cover legal costs and other expenses incurred as a consequence of the delay (which is a genuine pre-estimate of those additional expenses) to be allowed by the Purchaser to the Vendor.

The Purchaser shall not be entitled to require the Vendor to complete this Contract unless such liquidated damages are paid to the Vendor on completion and it is an essential term of this Contract that such liquidated damages be so paid. The Purchaser need not pay any such interests for the period where the delay is caused solely by the Vendor.

9. Notwithstanding any provisions to the contrary, in the event that:
- (a) the Vendor is purchasing another real property, it is agreed between the parties that the deposit shall be released to the Vendor forthwith for use by him in the purchase of the proposed property and/or for the payment of stamp duty;
  - (b) the Vendor is moving into a retirement village, aged care facility or the like, it is agreed between the parties that the deposit shall be released to the Vendor forthwith for use by him;
  - (c) the Vendor is moving out of the property and requires to pay rent and/or security bond, it is agreed between the parties that the deposit shall be released to the Vendor forthwith for use by him; or
  - (d) the Vendor does not have sufficient funds to discharge any mortgage and/or withdraw any caveat and/or to assist in the payment of any land tax, it is agreed between the parties that the deposit shall be released to the Vendor forthwith for use by him.

The Purchaser hereby irrevocably authorises the deposit holder to release the deposit to the Vendor forthwith upon the receipt by the deposit holder of a written request for such release from the Vendor or his solicitor.

10. Notwithstanding any provisions to the contrary, the parties expressly agree that any claim by the Purchaser, whether under Clause 7 herein or otherwise, shall be deemed to be a requisition for the purposes of Clause 8 herein.

11. The parties acknowledge and agree that:

- (a) the standard printed conditions of the contract provides for the payment of the standard deposit of 10% of the Price to be paid by the Purchaser as an earnest in performance of the Purchaser's obligation to comply with all the terms and conditions of the Contract and to pay the balance of the Price on completion.
- (b) Clause 9 of the Printed Conditions of the Contract provides that if the Purchaser does not comply with the terms and conditions of the Contract (or a notice under or relating to it) in an essential respect, the Vendor can terminate the Contract and on such termination, the Vendor can keep or recover the deposit up to a maximum of 10% of the Price.
- (c) In the event that the Purchaser has requested the Vendor to accept payment of the 10% deposit by instalments as set out below and in the event that the Vendor has agreed to the Purchaser's request to pay the 10% deposit by instalments as an earnest in performance of the Purchaser's obligation to comply with all the terms and conditions of the Contract, then the Purchaser must pay the 10% deposit as follows:
  - (aa) As to 5% of the Price on the Contract date; and
  - (bb) As to the balance of the 10% deposit on the earlier of:
    - (i) the Completion Date; or
    - (ii) the day upon which the Vendor serves a written demand for payment of the balance of the 10% deposit, provided that the Vendor will not make such demand unless, in the opinion of the Vendor, the Purchaser does not comply with the terms and conditions of the Contract (or a notice under or relating to it) in an essential respect.Time is of the essence in respect of the Purchaser's payment obligations in connection with this condition.
- (d) In the event that the Vendor terminates the Contract as a consequence of the Purchaser's failure to comply with the terms and conditions of the Contract (or a notice under or relating to it) in an essential respect, the Vendor shall keep the 5% deposit paid as an instalment on the Contract date and

the Vendor shall be entitled to recover from the Purchaser as liquidated damages an amount equal to the unpaid second instalment equivalent to the balance of the 10% deposit and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any rule of law or equity to the contrary.  
This condition shall not merge on completion of this Contract.

12. If a Survey Report and/or Building Certificate are attached hereto, the Purchaser acknowledges that he has perused such documents prior to entering into this Contract. The Vendor does not warrant the accuracy or completeness of such documents and the Purchaser shall not be entitled to make any requisition or claim for compensation in respect to anything disclosed in the said documents or omitted therefrom.
13. Requisitions on Title pursuant to Clause 5 herein must be in the form of the Requisitions on Title 2011 of the Law Society of New South Wales attached herein PROVIDED HOWEVER that nothing in this special condition shall prohibit the Purchaser from making additional and appropriate requisitions on title within the time limits stipulated in Clause 5 herein.
14. (a) In the event that the Purchaser cancels or postpones a non-electronic settlement within 2 hours of the prearranged/appointed time and for each time thereafter, the Purchaser shall pay the Vendor a cancellation fee of \$132.00.  
(b) In the event that the Purchaser cancels or postpones an electronic settlement, and settlement does not occur on that prearranged/appointed day and for each time thereafter, the Purchaser shall pay the Vendor a cancellation fee of \$66.00.  
The Purchaser shall not be entitled to require the Vendor to complete this Contract unless such cancellation fee and/or costs are paid to the Vendor on completion and it is an essential term of this Contract that such cancellation fee and/or costs be so paid.
15. Unenforceability of a provision of this Contract does not affect the enforceability of any other provisions in this Contract. In the event of any conflict between the provisions of these special conditions and the printed Clauses of this Contract, these special conditions shall apply.
16. Each of the persons who execute this Contract on behalf of a company defined by the Corporations Act 2001 warrants that:
  - (a) The company has been duly incorporated and if the company is not so incorporated, warrants and covenants that he/she/they will be personally liable under this contract, both jointly and severally, as if each of them have been named in this Contract;
  - (b) He/she/they have the authority to bind the company and in the absence of such authority warrants and covenants that he/she/they will be personally liable under this contract, both jointly and severally, as if they had been named in this Contract as Purchasers;
  - (c) the Contract has been duly executed pursuant to section 127 of the Corporations Act 2001 and if the Contract is not so executed warrants and covenants that he/she/they will be personally liable under this contract, both jointly and severally, as if each of them have been named in this Contract.
17. The parties expressly acknowledge and agree that to the extent that any of the provisions and terms and conditions of this Contract in favour of the Vendor are capable of being given effect to after completion, such provisions and terms and conditions and the rights of the Vendor and the obligations of the Purchaser will continue in full force and effect and shall not merge on completion, subject to the provisions of any relevant law.
18. (a) The Vendor and Purchaser agree that a party may electronically sign an electronic copy of this Contract and by doing so will:
  - (i) bind itself to this Contract accordingly; and
  - (ii) satisfy any statutory or other requirements for this Contract to be in writing and signed by that party.(b) An electronic copy of this Contract executed by all parties will constitute an executed original counterpart Contract and if that document is printed with the parties' electronic signatures appearing, that print-out will also constitute an executed original counterpart Contract. Each signatory confirms that their signature appearing in the Contract, including any such print-out (irrespective of which party

printed it), is their personal signature.

19. (a) The provisions of this clause apply if the purchaser is a corporation other than a public company listed on an Australian stock exchange.
- (b) For the purposes of this contract, Guarantor means any person who has signed this contract either as a director of the corporate purchaser or as guarantor.
- (c) In consideration of the vendor entering this contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the vendor the payment of all money payable by the purchaser under this contract and the performance of all the purchaser's other obligations under this contract.
- (d) The Guarantor indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default or attempted breach or default by the purchaser of its obligations under this contract and must pay on demand any money due to the vendor under this indemnity.
- (e) The Guarantor is jointly and severally liable with the purchaser to the vendor for the purchaser's performance of its obligations under this contract and any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract, or the termination of this contract by the vendor.
- (f) Until the vendor has received all money payable to it under this contract, and the purchaser and the Guarantor have performed all their obligations under this contract, neither the purchaser nor the Guarantor may:
- (i) claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up or bankruptcy of a person liable jointly with the purchaser or Guarantor to the vendor or liable under a security for money payable by the purchaser or the Guarantor; or
  - (ii) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the vendor unless the amount the vendor is entitled to will not be reduced as a result.
- (g) The Guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- (h) The Guarantor's obligations are not affected if:
- (i) the vendor releases or enters into a composition with the purchaser;
  - (ii) a payment made to the vendor is later avoided; or
  - (iii) the vendor assigns or transfers the benefit of this contract.
- (i) If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
- (j) The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- (i) the grant of any time, waiver, covenant not to sue or other indulgence;
  - (ii) the release (including a release as part of a novation) or discharge of any person;
  - (iii) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;
  - (iv) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
  - (v) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
  - (vi) payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
  - (vii) the winding-up of the purchaser; or
  - (viii) the death of the Guarantor.
- (k) The Guarantor guarantees to the vendor the payment of all money by the purchaser on the dates specified in the contract and the Guarantor must pay that money to the vendor on the due dates if required by the vendor irrespective of whether the contract has been completed or title has been transferred to the purchaser provided that upon payment the vendor will transfer the property to the purchaser in accordance with this contract.
- (l) If there is more than one Guarantor, the obligations and indemnities provided by the Guarantor under this clause, apply jointly and severally to each and every Guarantor.

(m) The Guarantor acknowledges and warrants that:

- (i) he/she/they have been advised to seek independent legal and financial advice in relation to this Contract and to this specific special condition; and
- (ii) he/she/they have obtained such advice.

**SIGNED SEALED AND DELIVERED )**  
**BY THE GUARANTOR )**

in the presence of: )  
)  
)

\_\_\_\_\_  
Signature of witness  
Name:  
Address:

\_\_\_\_\_  
Name:

**SIGNED SEALED AND DELIVERED )**  
**BY THE GUARANTOR )**

in the presence of: )  
)  
)

\_\_\_\_\_  
Signature of witness  
Name:  
Address:

\_\_\_\_\_  
Name:

## Conditions of Sale by Auction

### Part 3, Clause 15 of the Property and Stock Agents Regulation 2014

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock—
  - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences (but not if the auction relates solely to livestock).
  - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
  - (f) A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land—
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) Subject to subclause (3), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
  - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator—
  - (a) More than one vendor bid may be made to purchase the interest of a co-owner.
  - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
  - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
  - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

(4) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock—The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price—

- (a) if that amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:       **Unit**  
Dated:

---

### Possession and tenancies

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

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;

- (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
- when did construction of the swimming pool commence?
  - is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations, notices and claims**

19. In respect of the property and the common property:
- Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - Is the vendor aware of:
    - any road, drain, sewer or storm water channel which intersects or runs through them?
    - any dedication to or use by the public of any right of way or other easement over any part of them?
    - any latent defects in them?
  - Has the vendor any notice or knowledge of them being affected by the following:
    - any resumption or acquisition or proposed resumption or acquisition?
    - any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - any realignment or proposed realignment of any road adjoining them?
    - any contamination of them?

**Owners corporation management**

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

**Capacity**

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

**Requisitions and transfer**

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 10/SP86629

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SEARCH DATE	TIME	EDITION NO	DATE
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6/9/2023	3:07 PM	3	8/9/2018

LAND

-----

LOT 10 IN STRATA PLAN 86629  
AT KELLYVILLE  
LOCAL GOVERNMENT AREA THE HILLS SHIRE

FIRST SCHEDULE

-----

CHUN TUNG HO  
YING YING CHEN  
AS JOINT TENANTS (T AG915328)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP86629  
2 AG915329 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

Pending

PRINTED ON 6/9/2023



FOLIO: CP/SP86629

SEARCH DATE	TIME	EDITION NO	DATE
6/9/2023	3:41 PM	5	23/7/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 86629  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KELLYVILLE  
LOCAL GOVERNMENT AREA THE HILLS SHIRE  
PARISH OF CASTLE HILL COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP86629

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 86629  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- RAY WHITE COMMERCIAL NORTH WEST  
PO BOX 6191  
BAULKHAM HILLS BC NSW 2153

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1001178 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1049644 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1049644 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1049644 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1049644 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 AG808667 EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 AG808668 RESTRICTION(S) ON THE USE OF LAND
- 9 AM702585 INITIAL PERIOD EXPIRED
- 10 AR263925 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

FOLIO: CP/SP86629

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000) (CONTINUED)

STRATA PLAN 86629

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

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

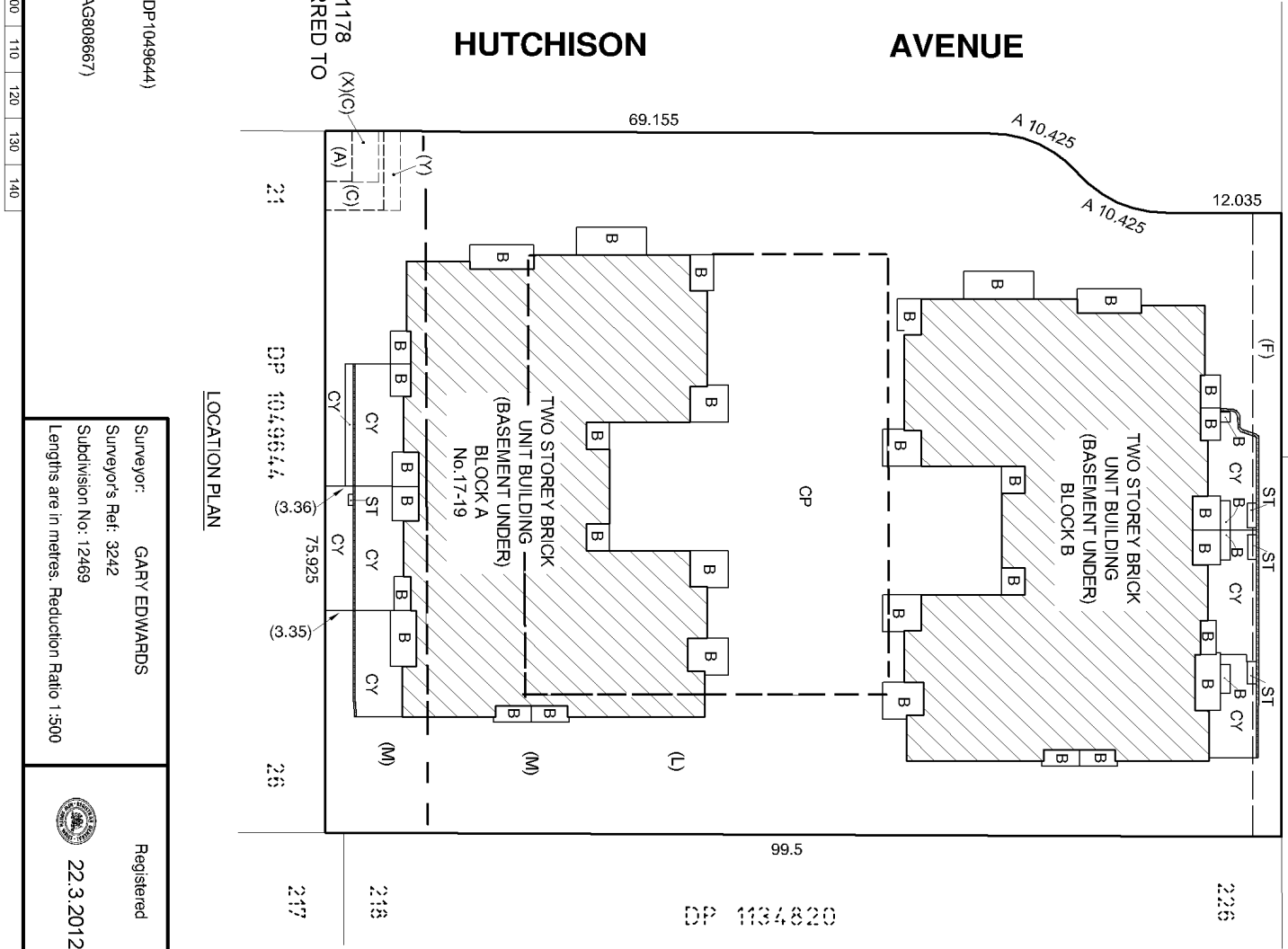
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PRINTED ON 6/9/2023

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

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80
90
100
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120
130
140

Table of mm



LOCATION PLAN

- (A) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1049644)
- (C) RESTRICTION ON THE USE OF LAND (DP1049644)
- (F) EASEMENT TO DRAIN WATER 3 WIDE (DP1049644)
- (X) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (AG808667)
- (Y) RESTRICTION ON THE USE OF LAND (AG808668)

CY denotes COURTYARD  
 B denotes BALCONY  
 ST denotes STEPS  
 CP denotes COMMON PROPERTY

Surveyor: GARY EDWARDS

Surveyor's Ref: 3242

Subdivision No: 12469

Lengths are in metres. Reduction Ratio 1:500

Registered



22.3.2012

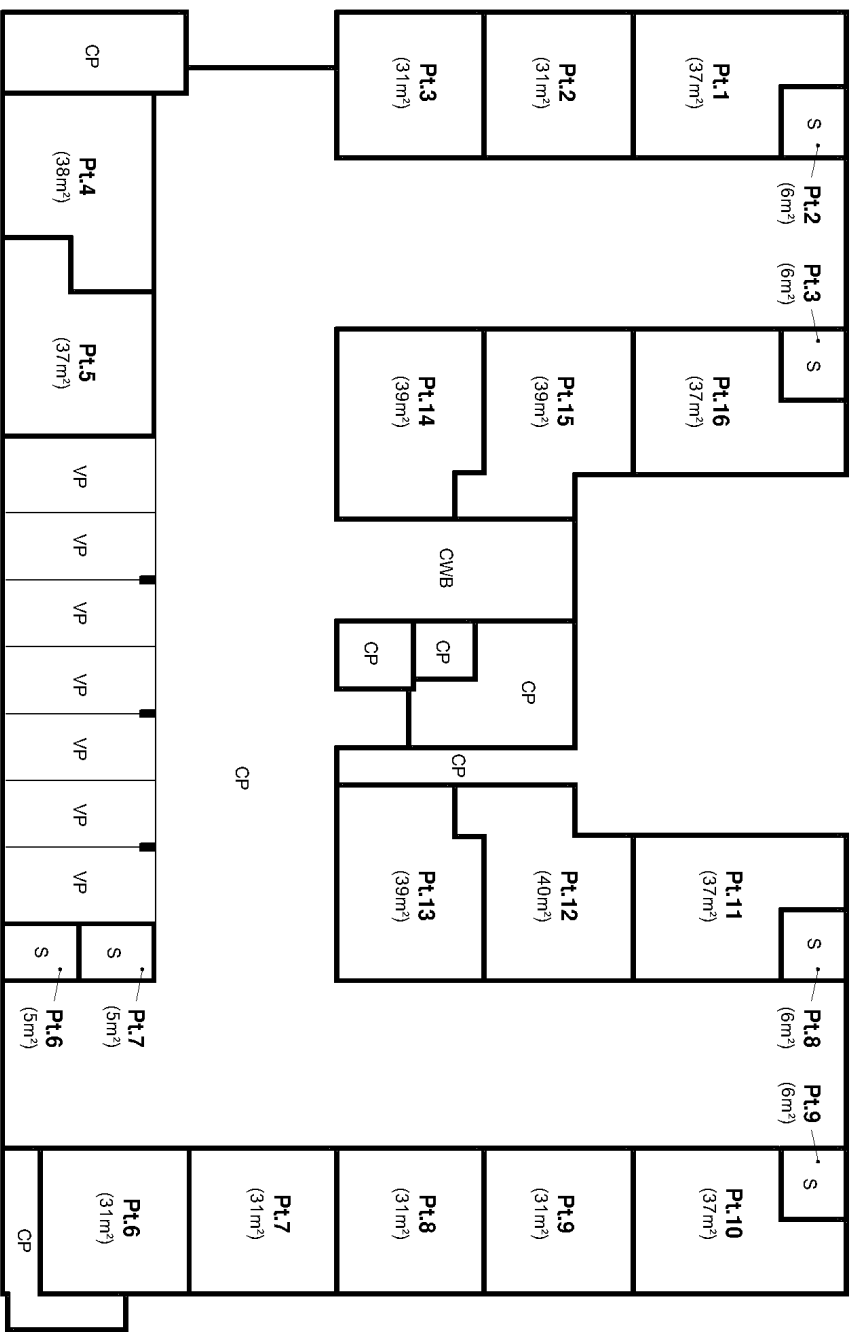
SP 86629

DP 1069629

DP 1077350

DP 1134820

MGA



**BASEMENT  
BLOCK A**

- NOTES:-**
1. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
  2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

- S denotes STORAGE AREA
- CP denotes COMMON PROPERTY
- VP denotes VISITOR PARKING (CP)
- CWB denotes CAR WASH BAY (CP)

Surveyor: **GARY EDWARDS**

Surveyor's Ref: 3242

Subdivision No: 12469

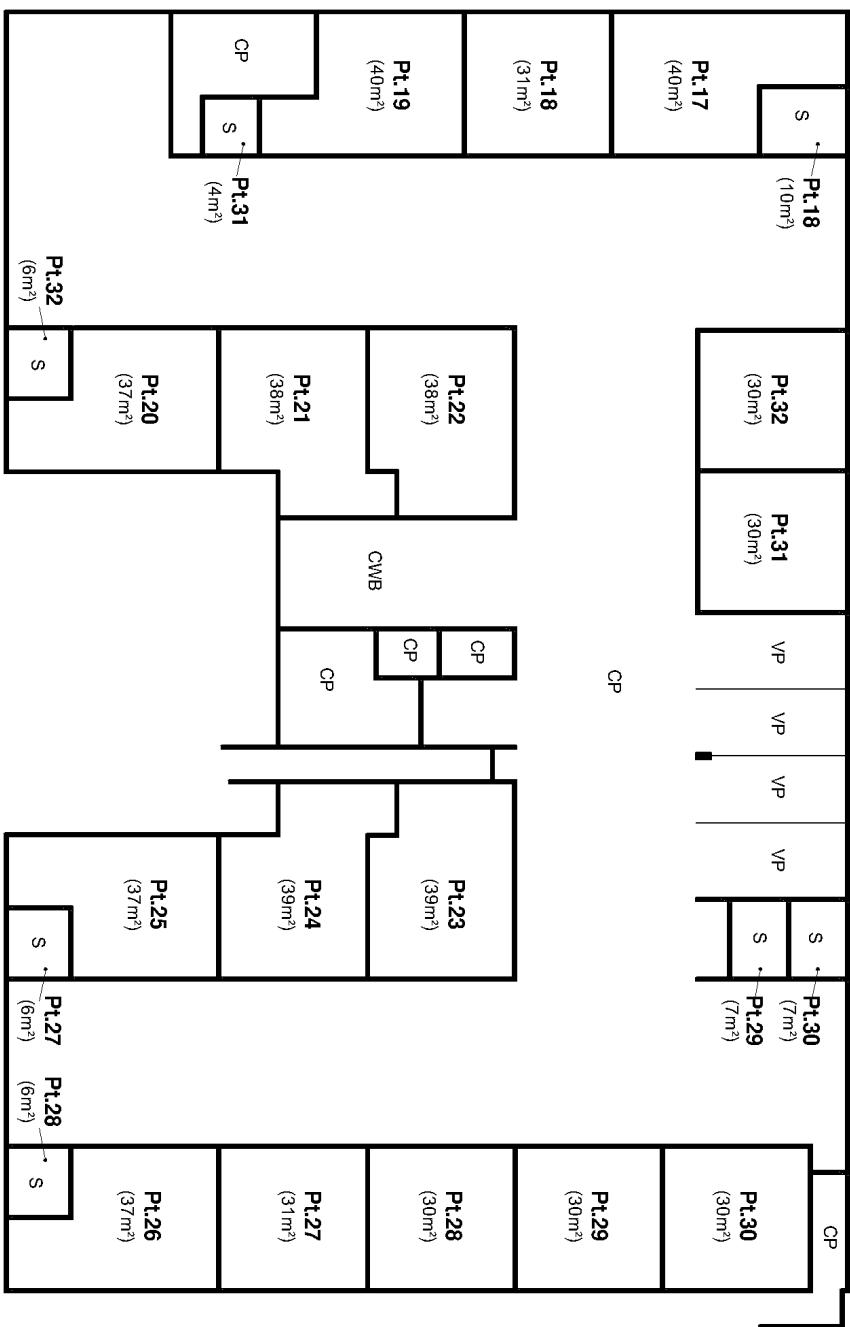
Lengths are in metres. Reduction Ratio 1:200

Registered

22.3.2012

SP 86629

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NOTES:-

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

BASEMENT  
BLOCK B

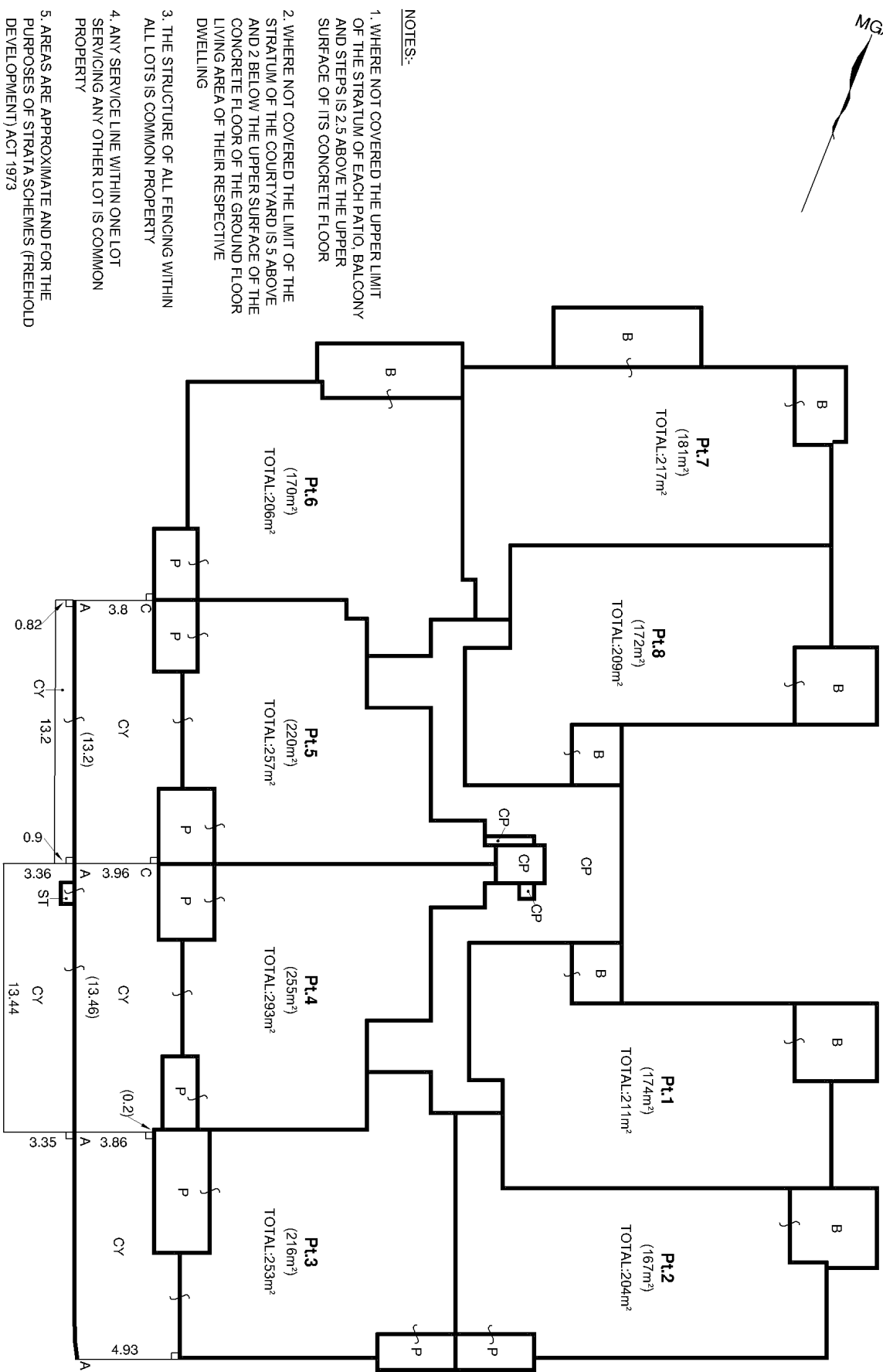
- S denotes STORAGE AREA
- CP denotes COMMON PROPERTY
- VP denotes VISITOR PARKING (CP)
- CWB denotes CAR WASH BAY (CP)

Surveyor: GARY EDWARDS  
 Surveyor's Ref: 3242  
 Subdivision No: 12469  
 Lengths are in metres. Reduction Ratio 1:200

Registered  
 22.3.2012

SP 86629

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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**NOTES:-**

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH PATIO, BALCONY AND STEPS IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
2. WHERE NOT COVERED THE LIMIT OF THE STRATUM OF THE COURTYARD IS 5 ABOVE AND 2 BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR DWELLING
3. THE STRUCTURE OF ALL FENCING WITHIN ALL LOTS IS COMMON PROPERTY
4. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
5. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

- CY denotes COURTYARD
- P denotes PATIO
- B denotes BALCONY
- SI denotes STEPS
- CP denotes COMMON PROPERTY

- C denotes CENTRE OF VISIBLE BRICK WALL
- A denotes TOP OF IRREGULAR INCLINED STONE WALL

□ denotes RIGHT ANGLE

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Table of mm													

**GROUND FLOOR BLOCK A**

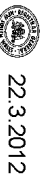
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Surveyor's Ref: 3242

Subdivision No: 12469

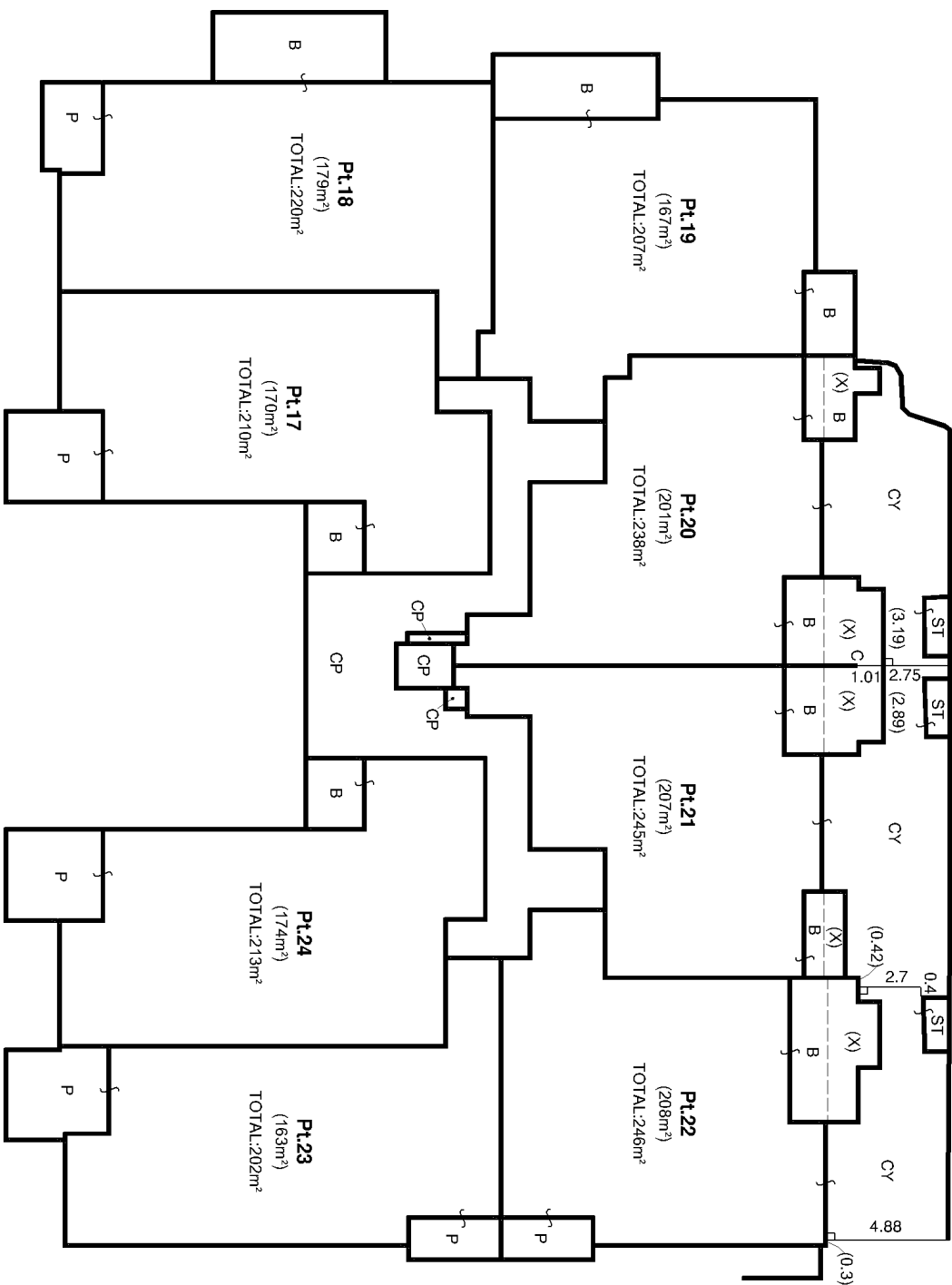
Lengths are in metres. Reduction Ratio 1:200

Registered



22.3.2012

SP 86629



**GROUND FLOOR  
BLOCK B**

- NOTES:-**
- WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY, STEPS AND PATIO IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE OR STONE FLOOR
  - WHERE NOT COVERED THE LIMIT OF THE STRATUM OF THE COURTYARD IS 3 ABOVE AND 5 BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING
  - THE COURTYARD UNDER BALCONY MARKED (X) IS 5 BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING
  - THE STRUCTURE OF ALL FENCING WITHIN ALL LOTS IS COMMON PROPERTY
  - ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY

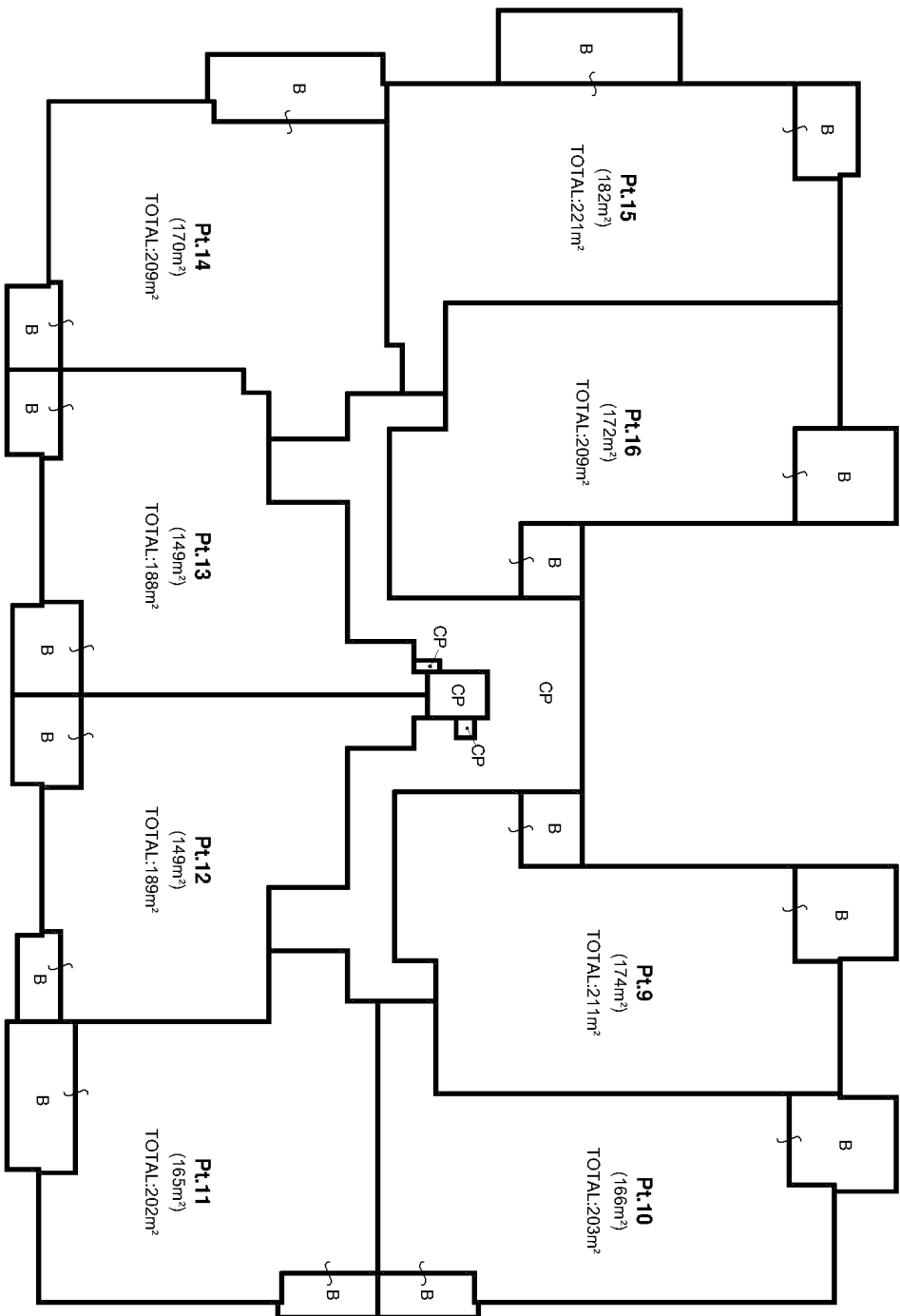
- AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
- Legend:**
- CY denotes COURTYARD
  - B denotes BALCONY
  - P denotes PATIO
  - ST denotes STEPS
  - CP denotes COMMON PROPERTY
  - C denotes CENTRE OF VISIBLE BRICK WALL
  - (X) denotes COURTYARD UNDER BALCONY
  - └┘ denotes RIGHT ANGLE

Surveyor: **GARY EDWARDS**  
 Surveyor's Ref: 3242  
 Subdivision No: 12469  
 Lengths are in metres. Reduction Ratio 1:200

Registered  
  
**22.3.2012**

**SP 86629**

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



NOTES:-

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

FIRST FLOOR  
BLOCK A

B denotes BALCONY  
CP denotes COMMON PROPERTY

MGA



Surveyor: GARY EDWARDS

Surveyor's Ref: 3242

Subdivision No: 12469

Lengths are in metres. Reduction Ratio 1:200

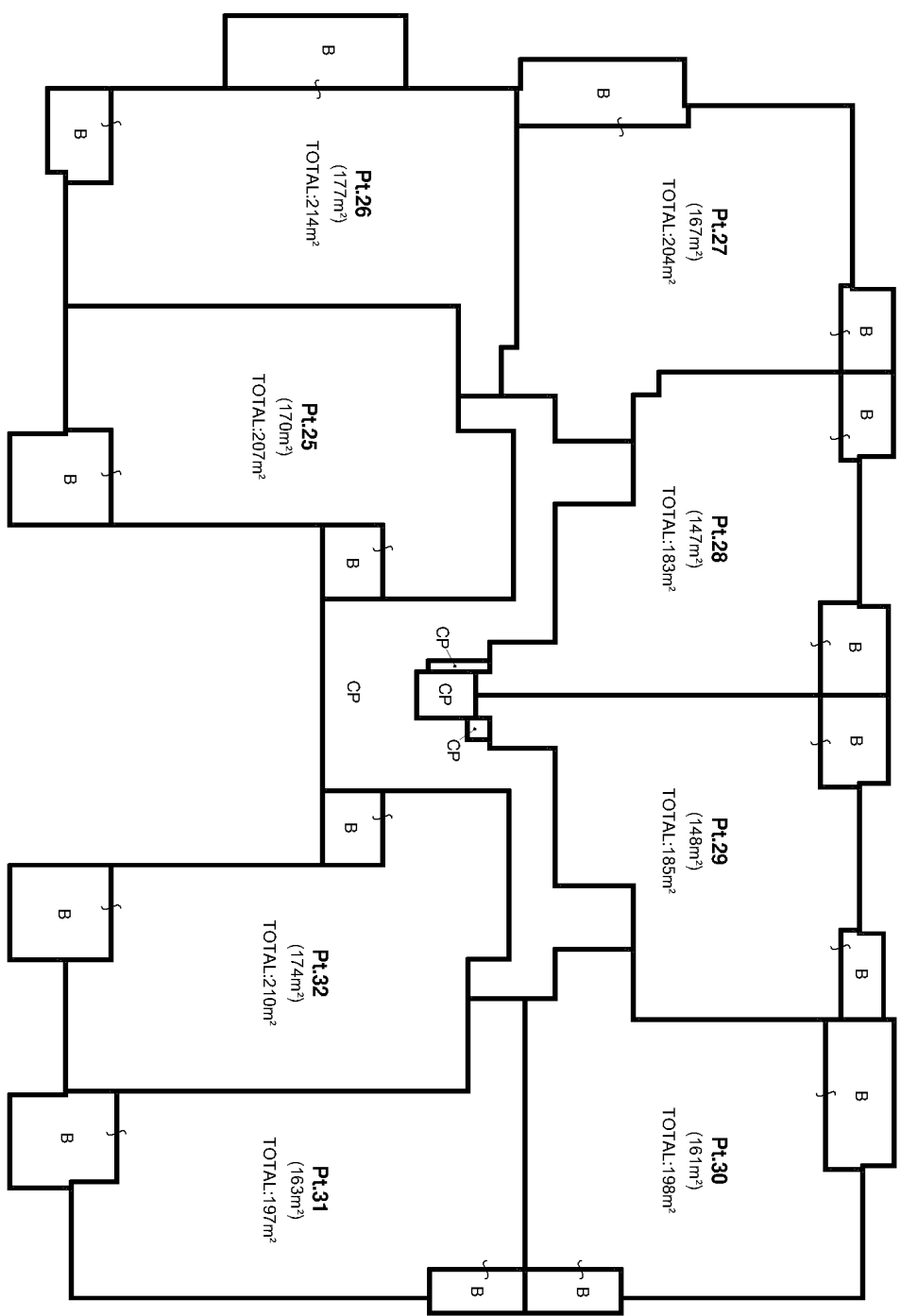
Registered

22.3.2012



SP 86629

MGA



NOTES:-

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

B denotes BALCONY  
CP denotes COMMON PROPERTY

FIRST FLOOR  
BLOCK B

Surveyor: GARY EDWARDS

Surveyor's Ref: 3242

Subdivision No: 12469

Lengths are in metres. Reduction Ratio 1:200

Registered

22.3.2012

SP 86629

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

STRATA PLAN FORM 3 (PART 1)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

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

Office Use Only

The Owners – Strata Plan No 86629  
17-19 HUTCHISON AVENUE  
KELLYVILLE NSW 2155

SP86629

Registered  22.3.2012  
Purpose: STRATA PLAN

Office Use Only

PLAN OF SUBDIVISION OF LOT 33 IN DP 1169175

The adopted by-laws for the scheme are:

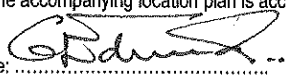
- \* ^ Residential Model By-laws.  
\*together with, Keeping of animals: Option \*A/\*B/\*C
- ~~\*By-laws in \_\_\_\_\_ sheets filed with plan.~~
- \* strike out whichever is inapplicable
- ^ Insert the type to be adopted (Schedule 1 SSM Regulation 2010)

Strata Certificate (Approved Form 5)

- (1) ~~The Council of~~.....  
\*The Accredited Certifier: S G JOHNSON  
Accreditation No. 898 0530  
has made the required inspections and is satisfied that the requirements of;  
\*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2007,  
~~\*(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2007,~~  
have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.
- \*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.
- ~~\*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.~~
- \*(4) The building encroaches on a public place and;  
\*(a) The Council does not object to the encroachment of the building beyond the alignment of .....  
\*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.
- \*(5) This approval is given on the condition that lot(s) ^..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

LGA: THE HILLS SHIRE  
Locality: KELLYVILLE  
Parish: CASTLE HILL  
County: CUMBERLAND

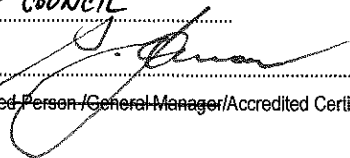
Surveyor's Certificate (Approved Form 3)

I, GARY EDWARDS  
of SDG LAND DEVELOPMENT SOLUTIONS  
P.O. Box 2572, NORTH PARRAMATTA 1750  
a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:  
(1) Each applicable requirement of  
\* Schedule 1A of the Strata Schemes (Freehold Development) Act 1973  
\* ~~Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986~~  
has been met;  
\*(2) \*(a) ~~the building encroaches on a public place;~~  
\*(b) ~~the building encroaches on land (other than a public place), and an appropriate easement has been created by ^..... to permit the encroachment to remain.~~  
\*(3) the survey information recorded in the accompanying location plan is accurate.  
Signature:   
Date: 27-02-2012

\* Strike through if inapplicable.  
^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement

SURVEYOR'S REFERENCE: 3242

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

  
-Authorised Person / General Manager / Accredited Certifier

\* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

STRATA PLAN FORM 3 (PART 2)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 33 IN DP 1169175

Office Use Only

SP86629

Office Use Only

Registered:  22.3.2012

Strata Certificate Details: Subdivision No: 12469

Date: 15 MARCH 2012

SCHEDULE OF UNIT ENTITLEMENT

(If space is insufficient use additional annexure sheet)

LOT No	UNIT ENTITLEMENT	LOT No	UNIT ENTITLEMENT	LOT No	UNIT ENTITLEMENT
1	29	12	31	23	30
2	31	13	31	24	31
3	31	14	31	25	31
4	34	15	31	26	31
5	33	16	31	27	31
6	35	17	30	28	31
7	30	18	31	29	31
8	29	19	34	30	32
9	30	20	34	31	30
10	31	21	34	32	30
11	31	22	30	AGGREGATE	1000

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

(If space is insufficient use additional annexure sheet)

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

**STRATA PLAN ADMINISTRATION SHEET** Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 33 IN DP 1169175

Office Use Only

**SP86629**


Office Use Only

Registered:  22.3.2012

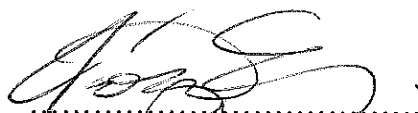
Strata Certificate Details: Subdivision No: 12469

Date: 15 MARCH 2012

Executed by )  
Hutchinson Avenue Pty. Ltd )  
ACN 142 736 614 )  
in accordance with S127 of )  
The Corporations Act 2001 )

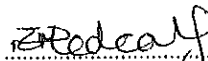


.....  
Gregory Ronald Wells  
Secretary



.....  
Kazan Stuart Campbell Hadden  
Director

Executed for and on behalf of )  
**Australia and New Zealand Banking Group Limited** )  
**ABN 11 005 357 522** )  
under Power of Attorney dated 18th November 2002 )  
and registered in New South Wales )  
Book: 4376 Folio: 410 by )



.....  
Signature of Attorney  
in the presence of



.....  
Signature of Witness

NICOLE MEDCALF )  
who certifies that he/she is a )  
Senior Manager/ Manager )  
and that he/she has not received )  
notice of revocation of that Power. )

.....  
Yanira Ferreira  
Print name of Witness

.....  
F129/ 24-32 Lexington Drive  
BELLA VISTA NSW 2153  
Address of Witness



203398

MSM 612 402 299 246

JOHN MOORE

Signature

**Crown Lands Office Approval**

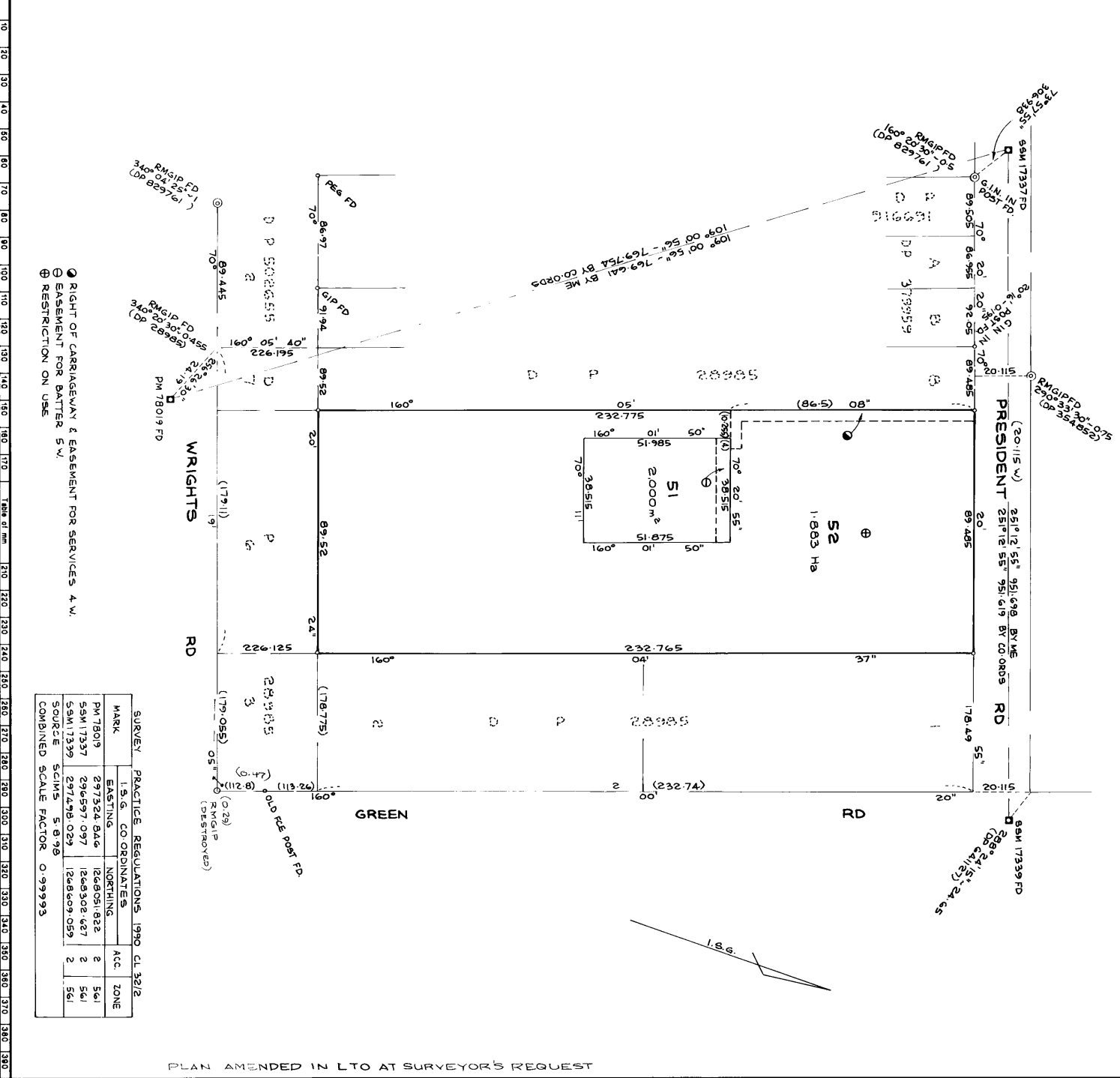
KLMO APPROVED: .....  
 Authorised Officer: .....  
 Land District: .....  
 Paper No.: .....  
 Field Book: ..... pages

**Council's Certificate**

Wherever they fall -  
 (a) the requirements of the Local Government Act 1989 (other than  
 (i) the requirements for the registration of plans, and  
 (ii) the requirements of Part 3 Division 3 of the Water Board Act 1987  
 Act 89) or Section 7 of the Water Meter Board (Constitution)  
 are deemed complied with by the applicant in relation to the  
 proposed SUBDIVISION  
 (where 'new road', 'roadway' or 'conductor' do not set out herein  
 and the proposed road is not a 'roadway' or 'conductor')  
 signed: .....  
 Special File No. S. 5. 1016  
 Submission No. 8900

This plan of certificate is to be dated where the application is only for a  
 subdivision of land and the area of the land is wholly outside the area of operations of the Water Board and the  
 Water Meter Corporation Ltd  
 District of Registrar

SUPERVISOR'S REFERENCE: 970084/L1



PLAN AMENDED IN L TO AT SURVEYOR'S REQUEST

DP1001178

Registered: 25.5.1999  
 CA No 6900 OF 24.3.1999

Title System: TORRENS

Purpose: SUBDIVISION

Rel. Map: U9107-9

Last Plan: DP 28985

PLAN OF SUBDIVISION OF LOT 5  
 DP 28985

Lengths are in metres, Reduction Ratio 1:1000

LGA: BAUKHAM HILLS

Suburb/locality: KELLYVILLE

Parish: CASTLE HILL

County: CUMBERLAND

This is sheet 1 of my plan. It is intended to be printed in landscape orientation.

Survey Certificate Survivors (Practice) Regulation 1986

DAVID JOHN GRAY  
 ROBERT MOORE & ASSOC. PTY LTD  
 27 CASTLE HILLS RD, PENNANT HILLS  
 NSW 2750  
 Surveyor (Practice) Regulation 1986  
 and was completed on 26-11-98

The survey was made on 26-11-98

Plans used in preparation of survey/acomplish.  
 DP 28985  
 DP 579959  
 DP 9166491  
 DP 829761  
 DP 841973

NOTE: FOR USE ONLY for statements of intention to  
 create easements, restrictions on the use of land or  
 positive covenants.  
 PURSUANT TO SEC 88B OF THE  
 CONVEYANCING ACT 1919 AS AMENDED  
 THIS INTENDED TO CREATE:  
 1. RIGHT OF CARRIAGEWAY & EASEMENT  
 FOR SERVICES 4 W  
 2. EASEMENT FOR BATTER 5 W  
 3. RESTRICTION ON USE

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

Lengths are in Metres

(Sheet 1 of 3 Sheets)

**DP1001178**

Subdivision of Lot 5, D.P.28958  
Covered by Council Clerk's  
Certificate No. *8900*  
of *24.3.1999*

Full name and address of  
Proprietor of the Land:

John William Phillips and  
Rhonda Kay Phillips  
5 President Avenue  
KELLYVILLE

**Part 1**

1. Identity of Easement and Right  
Carriageway firstly referred to  
in abovementioned Plan

Right of Carriageway and  
Easement for Services 4 wide

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lot Burdened

52

Lot Benefited

51

2. Identity of Easement secondly  
referred to in abovementioned  
Plan

Easement for Batter  
5 wide

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lot Burdened

51

Authority Benefited

Baulkham Hills Shire Council



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

Lengths are in Metres

(Sheet 2 of 3 Sheets)

**Part 1**

**DP1001178**

Subdivision of Lot 5, D.P.28958  
Covered by Council Clerk's  
Certificate No. 8900  
of 24.3.1999

- 
- |  |                    |
|--|--------------------|
| 3. Identity of Restriction thirdly referred to in abovementioned Plan. | Restriction on Use |
|--|--------------------|

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened	Authority Benefited
52	Baulkham Hills Shire Council

---

**Part 2**

3. **TERMS OF RESTRICTION ON USE THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN.**
- The lot hereby burdened shall not be developed until the said lot is resubdivided in accordance with the requirements of the Council of the Shire of Baulkham Hills.

---

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION ON USE THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN**

The Council of Baulkham Hills Shire

---



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

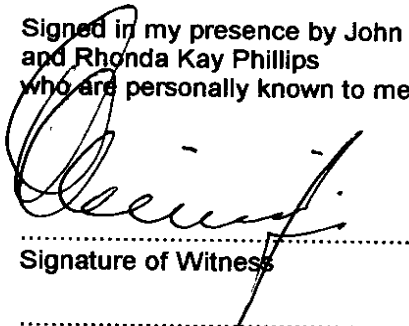
Lengths are in Metres

(Sheet 3 of 3 Sheets)

**DP1001178**

Subdivision of Lot 5, D.P.28958  
Covered by Council Clerk's  
Certificate No. 8900  
of 24.3.1999

Signed in my presence by John William Phillips  
and Rhonda Kay Phillips  
who are personally known to me.

  
.....  
Signature of Witness


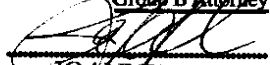
  
.....  
Registered Proprietor

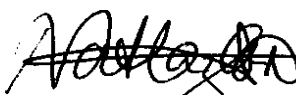
  
.....  
Registered Proprietor

Name of Witness (Block Letters)  
GORDON FREDA PHILLIPS  
3 Blue Gum Rd  
ANNANDEROVE  
Coy Director  
.....  
Address and Occupation of Witness

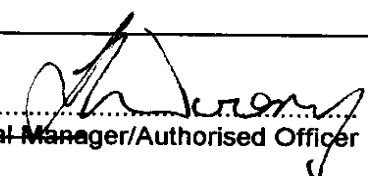
29397

REGISTERED  25.5.1999

PERMANENT CUSTODIANS LIMITED ACN 001 426 384  
by its Attorneys who state they have no notice of  
revocation of the Power of Attorney dated 2nd June 1993,  
whereby they execute this deed document or instrument.  
NSW BK 4022 NW346  
Group A Attorney Group B Attorney  
Signature    
Name GARRY QUAN JOANNE COPELIN

  
NATALIE LAZARE  
23-25 O'CONNELL STREET, SYDNEY. N.S.W. 2000

Approved by the Council of the Shire of Baulkham Hills

  
.....  
General Manager/Authorised Officer

SIGNATURE AND SEAL ONLY:  




*Handwritten notes:*  
 The Investment Property Limited  
 5th Floor  
 1000 07720

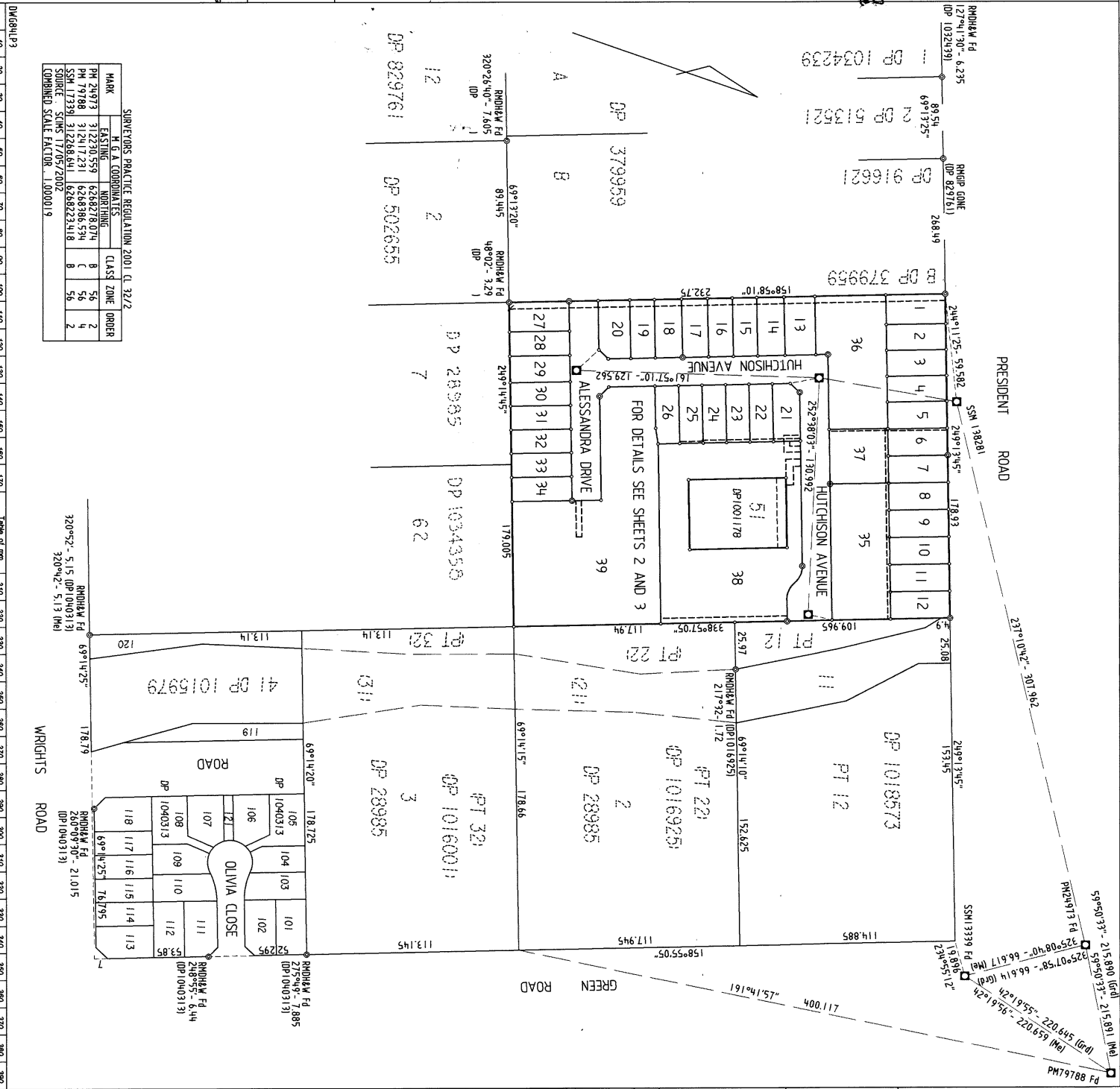
Crown Lands Office Approval

PLAN APPROVED: Approved Office  
 Land District: ...  
 Paper No.: ...  
 Field Book: ...

Stationers Certificate  
 I hereby certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed SUBDIVISION of the land described above.  
 Surveyor: ...  
 Date: ...

When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.  
 Date: ...

SALEWORKS REFERENCE: 970084/12



SURVEYORS PRACTICE REGULATION 2001 CL 32/2  
 N & A COORDINATES

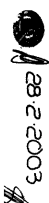
MARK	EASTING	NORTHING	CLASS	ZONE	ORDER
PH 24973	312230.559	6268278.074	B	56	2
PH 91788	312417.231	6268286.534	C	56	1
SSM 17339	312298.641	6268222.418	B	56	2

SOULCE: SONS 17/05/2012  
 COMBINED SCALE FACTOR: 1.000019

DATE: 01/08/13

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1049644



Required: SEE CERTIFICATE  
 CA: SEE CERTIFICATE  
 Title System: TORRENS  
 Purpose: SUBDIVISION  
 Ref Map: U 9167-9  
 Last Plan: DP28985, DP1001178

PLAN OF SUBDIVISION OF LOT 8 DP 28985 AND LOT 52 DP 1001178

Lengths are in metres. Reduction Ratio: 1 / 1500

LGA: BAULKHAM HILLS  
 Locality: KELLYVILLE  
 Parish: CASTLE HILL  
 County: CUMBERLAND

This is sheet 1 of my plan in 3 sheets.  
 (Where applicable)  
 Surveyors Professional Regulation 2001

1. Anton Lawrence O'Connor of Robert Moore and Associates Pty Ltd 27 Castle Hill Road West Parramatta NSW 2150, hereby certify that the survey represented in this plan is accurate. It has been made in accordance with the Surveyors (Practising Regulation 2001) and was completed on 11/04/13.  
 AND LOT 82 DP 1001178 AND LOT 52 DP 28985 shown in this plan that is not the subject of the survey. Chain Line: PM 24973 to PM 19788  
 Zone: Suburban  
 (Signed) *Anton Lawrence O'Connor*  
 Surveyor registered under the Surveyors Act 1979

Plans used in preparation of survey:  
 DP 28985 DP 916691 DP 016001  
 DP 9354852 DP 1001178  
 DP 3719959 DP 1040313  
 DP 502655 DP 1018573  
 DP 829761 DP 1016925

NOTE: FOR USE ONLY for statements of intention to dedicate roads, to create public reserves, the use of land or positive covenants.  
 IT IS INTENDED TO DEDICATE:  
 1. ALESSANDRA DRIVE SUBJECT TO AN EASEMENT FOR DRAINAGE 3.66 WIDE (L575088) AND HUTCHINSON AVENUE TO THE PUBLIC AS PUBLIC ROAD  
 2. LOT 6 AND LOT 37 AS TEMPORARY ROAD  
 PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919 AS AMENDED TO BE INTENDED TO CREATE:  
 1. EASEMENT TO DRAIN WATER 1 WIDE  
 2. EASEMENT TO DRAIN WATER 1.5 WIDE  
 3. RESTRICTION ON THE USE OF LAND  
 4. RESTRICTION ON THE USE OF LAND  
 5. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 4 WIDE  
 6. RESTRICTION ON THE USE OF LAND  
 7. EASEMENT FOR PANDOURT SUBSTATION  
 8. EASEMENT FOR UNDERGROUND CABLES 1 WIDE  
 9. RESTRICTION ON THE USE OF LAND (G)  
 10. RESTRICTION ON THE USE OF LAND  
 11. EASEMENT TO DRAIN WATER 3 WIDE  
 AND IT IS INTENDED TO RELEASE:  
 12. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 4 WIDE (DP 1001178)

DP1049644

Registered 28/2/2003

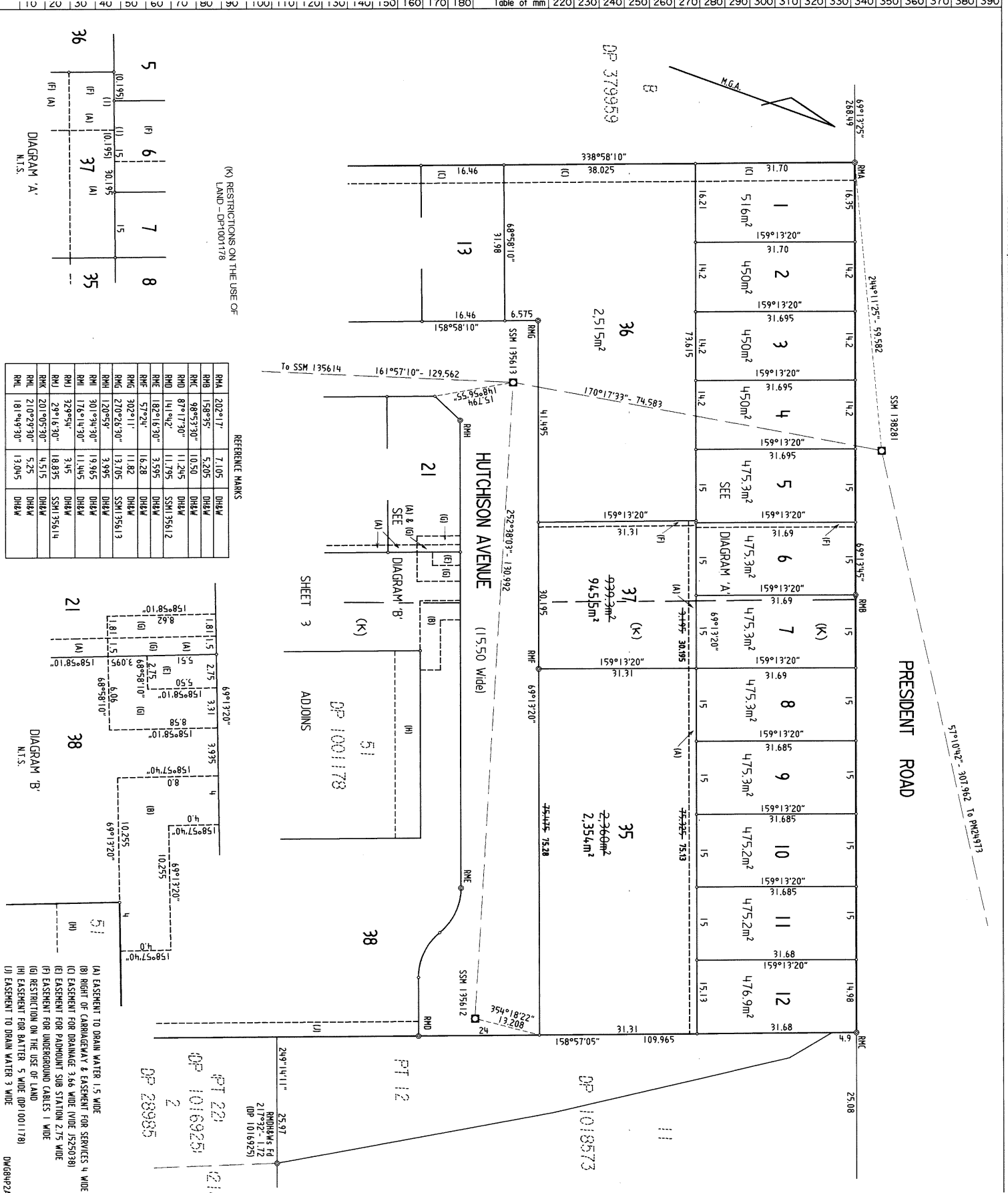
This is sheet 2 of my plan in 3 sheets dated 11/02/2003

Surveyor registered under Surveyors Act 1929

This is sheet 2 of my plan of 3 sheets covered by subdivision certificate No. 9824 of 21/2/2003

*Surveyor's Signature*

Authorised Person/General Manager/Registered Civilian  
For use where space is available in any plan  
on Plan Form 2



(K) RESTRICTIONS ON THE USE OF LAND - DP1001178

REFERENCE MARKS

RMA	202°17'	7.105	DRAW
RMB	158°35'	5.205	DRAW
RMC	98°53'30"	10.50	DRAW
RMD	87°17'30"	11.245	DRAW
RME	141°42'	3.595	SSM135612
RMF	182°16'30"	3.595	DRAW
RMG	57°24'	16.28	DRAW
RMH	289°16'30"	18.835	SSM135614
RMI	302°11'	11.82	DRAW
RMJ	270°26'30"	13.705	SSM135613
RMK	120°59'	3.995	DRAW
RML	301°34'30"	19.965	DRAW
RMM	176°14'30"	11.445	DRAW
RMN	329°54'	3.45	DRAW
RMO	289°16'30"	18.835	SSM135614
RMP	201°05'30"	4.515	DRAW
RMQ	210°29'30"	5.25	DRAW
RMR	181°49'30"	13.045	DRAW

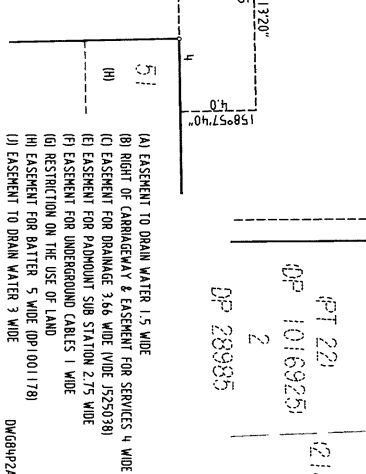
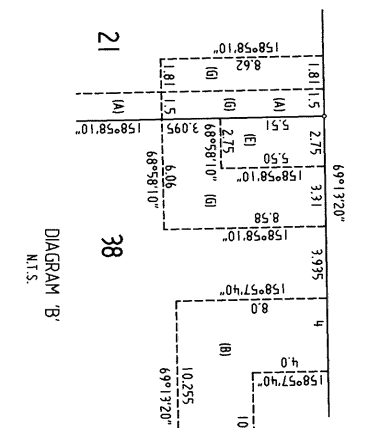


DIAGRAM 'A' N.T.S.

DIAGRAM 'B' N.T.S.

DIAGRAM 'C' N.T.S.

DIAGRAM 'D' N.T.S.

DIAGRAM 'E' N.T.S.

DIAGRAM 'F' N.T.S.

DIAGRAM 'G' N.T.S.

DIAGRAM 'H' N.T.S.

DIAGRAM 'I' N.T.S.

DIAGRAM 'J' N.T.S.

DIAGRAM 'K' N.T.S.

DIAGRAM 'L' N.T.S.

DIAGRAM 'M' N.T.S.

DIAGRAM 'N' N.T.S.

DIAGRAM 'O' N.T.S.

DIAGRAM 'P' N.T.S.

DIAGRAM 'Q' N.T.S.

DIAGRAM 'R' N.T.S.

DIAGRAM 'S' N.T.S.

DIAGRAM 'T' N.T.S.

DIAGRAM 'U' N.T.S.

DIAGRAM 'V' N.T.S.

DIAGRAM 'W' N.T.S.

DIAGRAM 'X' N.T.S.

DIAGRAM 'Y' N.T.S.

DIAGRAM 'Z' N.T.S.

DP1049644

Registered 28.2.2003

This is sheet 3 of my plan in 3 sheets dated 11.04.2003

*C. L. W.*

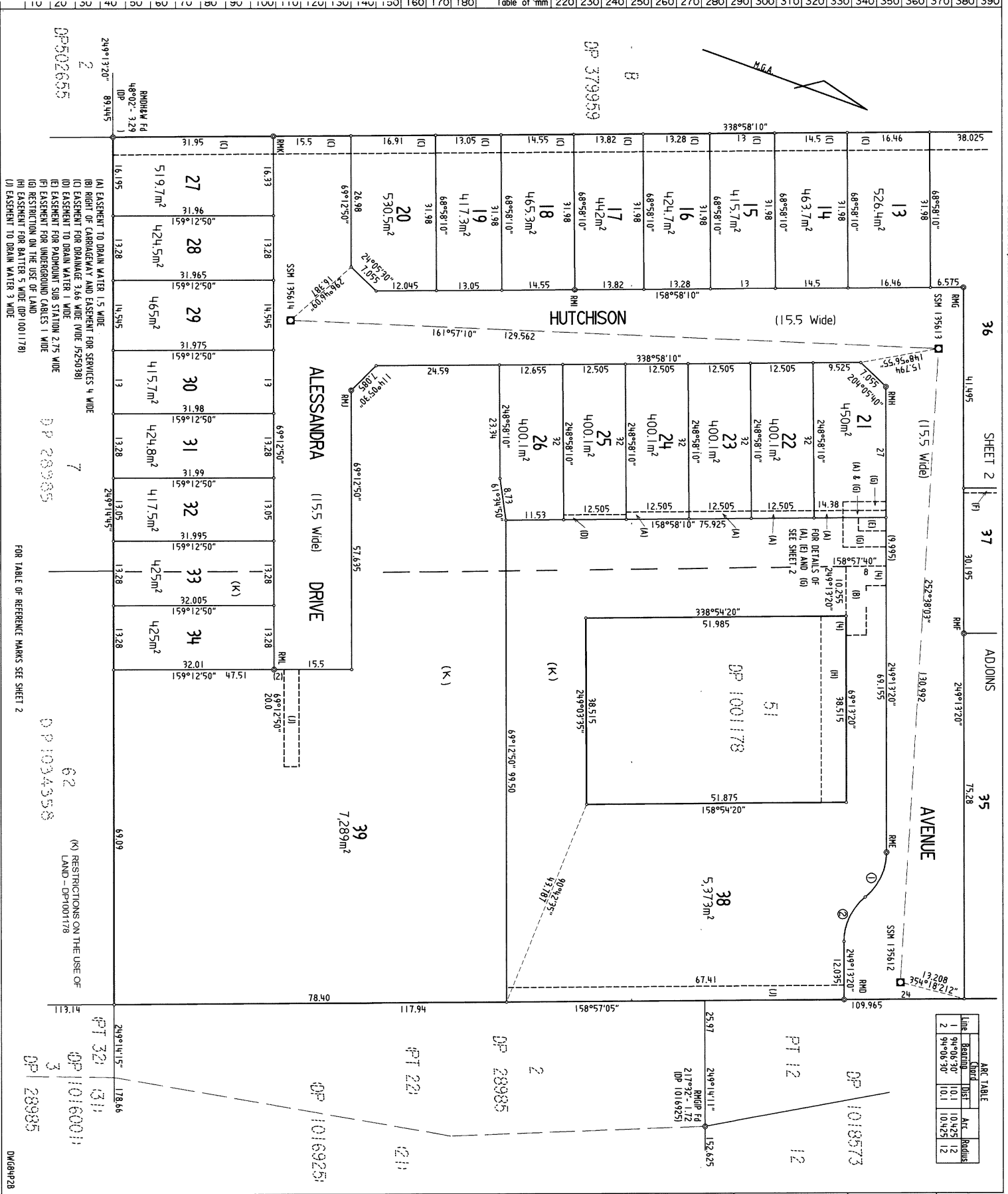
Surveyor registered under Surveyors Act 1929

This is sheet 3 of my plan of 3 sheets owned by subdivision certificate No. 98224 of 21.2.2003

Authorised Person/General Manager/Member/Committee  
For use where space is insufficient in my plan  
on Plan Form 2

ARC TABLE

Line	Bearing	Dist	Arc	Radius
1	91°06'30"	10.1	10.425	12
2	94°06'30"	10.1	10.425	12



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

(Sheet 1 of 10 Sheets)

**DP1049644**

Subdivision of Lot 8 DP 28985 and  
Lot 52 DP 1001178  
Covered by Subdivision  
Certificate No. **9824**  
of *21.2.2003*

Full name and address of  
Proprietor of the Land:

TAS Investments Pty Ltd  
Suite 10, 1 Northcliff Street  
Milsons Point 2059

**PART 1**

1. Identity of Easement Firstly referred to in the abovementioned Plan Easement to Drain Water 1 wide

SCHEDULE OF LOTS, ETC AFFECTED

Lot Burdened	Lot Benefited
25	26

2. Identity of Easement Secondly referred to in the abovementioned Plan Easement to Drain Water 1.5 wide

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened	Lots Benefited
21	22, 23, 24, 25, 26
22	23, 24, 25, 26
23	24, 25, 26
24	25, 26
35	36, 37
37	36

Approved by  
Baulkham Hills Shire Council

  
Authorised Officer

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

(Sheet 2 of 10 Sheets)

**DP1049644**

Subdivision of Lot 8 DP 28985 and  
Lot 52 DP 1001178  
Covered by Subdivision  
Certificate No. **9824**  
of **21.2.2003**

**PART 1**

3. Identity of restriction Thirdly referred to in the abovementioned Plan Restriction on the Use Of Land

**SCHEDULE OF LOTS, ETC AFFECTED**

Lots Burdened	Authority Benefited
Every lot except lots 35, 36, 37, 38 and 39	Baulkham Hills Shire Council

4. Identity of restriction Fourthly referred to in the abovementioned Plan Restriction on the Use of Land

**SCHEDULE OF LOTS, ETC AFFECTED**

Lots Burdened	Authority Benefited
35	Baulkham Hills Shire Council
36	Baulkham Hills Shire Council
37	Baulkham Hills Shire Council
38	Baulkham Hills Shire Council
39	Baulkham Hills Shire Council

5. Identity of easement Fifthly referred to in the abovementioned Plan Right of carriageway and easement for Services 4 wide

Lot Burdened	Lots Benefited
38	51 / DP 1001178

Approved by  
Baulkham Hills Shire Council

  
Authorised Officer

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

(Sheet 3 of 10 Sheets)

**DP1049644**

Subdivision of Lot 8 DP 28985 and  
Lot 52 DP 1001178  
Covered by Subdivision  
Certificate No. **9824**  
of **21.2.2003**

**PART 1**

6. Identity of restriction Sixthly referred to in the abovementioned Plan Restriction on the Use of Land

**SCHEDULE OF LOTS, ETC AFFECTED**

Lot Burdened	Authority Benefited
12	Baulkham Hills Shire Council

7. Identity of Easement Seventhly referred to in the abovementioned Plan Easement for Padmount Substation 2.75 wide

**SCHEDULE OF LOTS, ETC AFFECTED**

Lot Burdened	Authority Benefited
38	Integral Energy Australia

8. Identity of Easement Eighthly referred to in the abovementioned Plan Easement for Underground Cables 1 wide

**SCHEDULE OF LOTS, ETC AFFECTED**

Lots Burdened	Authority Benefited
6 37	Integral Energy Australia Integral Energy Australia

9. Identity of Restriction Ninthly referred to in the abovementioned Plan Restriction on the Use of the Land (G)

**SCHEDULE OF LOTS, ETC AFFECTED**

Lots Burdened	Authority Benefited
21, 38	Integral Energy Australia

Approved by  
Baulkham Hills Shire Council

  
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CR  
RELEASED, AND OF RESTRICTIONS ON THE USE OF LAND AND  
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88  
CONVEYANCING ACT, 1919.

(Sheet 4 of 10)

**DP1049644**

Subdivision of Lot 8 DP 28  
Lot 52 DP 1001178  
Covered by Subdivision  
Certificate No. **9824**  
of **21.2.2003**

**PART 1**

10. Identity of Restriction Tenthly referred to in the abovementioned Plan      Restriction on the Use of *land*

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened	Authority Benefited
12	Baulkham Hills Shire Cou

11. Identity of Easement Eleventhly referred to in the abovementioned Plan      Easement to Drain Water *3 wide*

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened	Authority Benefited
38 and 39	Baulkham Hills Shire Cou

**PART 1A**

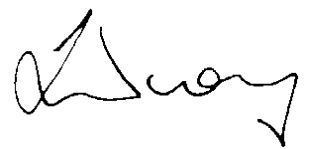
12. Identity of Easement to be released and Twelfthly referred to in the abovementioned Plan      Right of Carriageway and for Services 4 wide (DP 1001178)

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened	Lots Benefited
52 / 1001178	51 / 1001178

**PART 2**

3. TERMS OF RESTRICTION ON THE USE OF LAND THIRDLY REFERRE  
THE ABOVEMENTIONED PLAN



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

(Sheet 5 of 10 Sheets)

**DP1049644**

Subdivision of Lot 8 DP 28985 and  
Lot 52 DP 1001178  
Covered by Subdivision  
Certificate No. *9824*  
of *21.2.2003*

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**PART 2**

Where site constraints necessitate filling in excess of 600mm and, provided that filling does not exceed 1.5 metres, a concealed dropped edge beam is required to contain excess fill above 600mm, with the remainder to be retained external to the building.

---

**4. TERMS OF RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

The lots hereby burdened shall not be developed other than generally in accordance with the master plan prepared by Bellevalle Homes Pty Ltd dated 25 February 2002 and titled President Road, Ground Floor Plan, a copy of which is held by Council.

---

**6. TERMS OF RESTRICTION ON THE USE OF LAND SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

Any excavation of the lot burdened is further restricted to a level that meets the requirement that the floor level of any dwelling and/or garage erected on the lot burdened is a minimum of 300mm above the 1 in 100 year flood level (1% AEP) of the adjoining Trunk Drainage System within Lot 11 DP 1018573.

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**7. TERMS OF EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

As set out in memorandum number 3021852 are incorporated in this document.

---

**8. TERMS OF EASEMENT FOR UNDERGROUND CABLES 1 WIDE EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

1. Full and free right and licence for the Authority Benefited to erect electricity equipment under the lot burdened for the purpose of transmission of electricity and incidental purposes, together with the following rights:

(a) to enter pass and repass on the lot burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) and to remain there for any reasonable time with or without workmen materials or machinery, and

---

Approved by  
Baulkham Hills Shire Council

  
Authorised Officer

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

(Sheet 6 of 10 Sheets)

**DP1049644**

Subdivision of Lot 8 DP 28985 and  
Lot 52 DP 1001178  
Covered by Subdivision  
Certificate No. *9824*  
of *21.2.2003*

**PART 2**

- (b) to cut, trim, remove and lop trees, branches, roots, foliage and other vegetation on the lot burdened which encroach on or may interfere with or prevent reasonable access to the easement site or the electricity equipment, and
  - (c) to remove any encroachments from the easement site, and
  - (d) to excavate the easement site for the purposes of this easement.
2. In exercising its rights under this easement the Authority Benefited will take reasonable precautions to minimise disturbance to the surface of the lot burdened and will restore that surface as nearly as practicable to its original condition.
3. The Owner of the lot burdened covenants with the Authority Benefited that the Owner:
- (a) will not erect or permit to be erected any structure on or under the easement site, and
  - (b) will not alter the surface level of the easement site or carry out any form of construction affecting its surface, undersurface or subsoil, and
  - (c) will not do or permit anything to be done or fail to do anything whereby access to the easement site by the Authority Benefited is restricted

without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.

4. **“Authority Benefited”** means Integral Energy Australia (and its successors) and its employees, agents, contractors and persons authorised by it.

**“Owner”** means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor).

**“Electricity equipment”** means underground electricity cables, ducts and ancillary electrical equipment.

Approved by  
Baulkham Hills Shire Council

  
Authorised Officer

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

(Sheet 7 of 10 Sheets)

**DP1049644**

Subdivision of Lot 8 DP 28985 and  
Lot 52 DP 1001178  
Covered by Subdivision  
Certificate No. *9824*  
of *21.2.2003*

---

**PART 2**

**“Erect”** includes construct, repair, replace, maintain, modify, use and remove.

**“Easement site”** means that part of the lot burdened subject to the easement.

The terms implied by S.88A (2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

---

**9. TERMS OF RESTRICTION ON THE USE OF LAND NINTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

1. The owner will not erect or permit to be erected any building within the restriction site unless the building satisfies the Building Code of Australia in relation to minimum fire resistance levels.
2. The owner will not erect or permit to be erected any metal clad buildings within the restriction site.
3. The owner will not erect or permit to be erected any metallic fencing within the restriction site unless the fence panels are insulated from the fence posts and from the ground.
4. **‘authority benefited’** means Integral Energy Australia (and its successors).  
**‘owner’** means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor).  
**‘restriction site’** means that part of the lot burdened subject to the restriction on the use of land.

---

**10. TERMS OF RESTRICTION ON THE USE OF LAND TENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

*The development of the land burdened is restricted in the following way:*

- i) No fence or any other structure is to be erected or constructed on the land so burdened, or at its boundary with the drainage reserve, without the express approval of Baulkham Hills Shire Council in consultation with the Department of Land and Water Conservation.

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Approved by  
Baulkham Hills Shire Council

  
Authorised Officer

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

(Sheet 8 of 10 Sheets)

**DP1049644**

Subdivision of Lot 8 DP 28985 and  
Lot 52 DP 1001178  
Covered by Subdivision  
Certificate No. *9824*  
of *21.2.2003*

- ii) No vegetation is allowed to be planted or to remain on the land so burdened unless it is of an endemic species local to the immediate area as approved by the Department of Land and Water Conservation and Baulkham Hills Shire Council, and no vegetation is to be injured or destroyed or removed from the land so burdened at any time without the express approval of Baulkham Hills Shire Council in consultation with the Department of Land and Water Conservation.

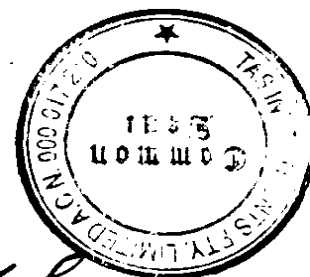
NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTIONS ON THE USE OF LAND THIRDLY, FOURTHLY, SIXTHLY AND TENTHLY AND THE EASEMENT ELEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Baulkham Hills Shire Council

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENTS SEVENTHLY AND EIGHTHLY AND THE RESTRICTION NINTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Integral Energy Australia

THE COMMON SEAL OF TAS INVESTMENTS PTY LTD  
AS HERETO AFFIXED UNDER THE AUTHORITY OF A  
BOARD OF DIRECTORS IN ACCORDANCE WITH THE  
ARTICLES OF ASSOCIATION OF THE COMPANY AND  
IN THE PRESENCE OF



*[Signature]*

Director

*[Signature]*

Secretary

Approved by  
Baulkham Hills Shire Council

*[Signature]*  
Authorised Officer


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

(Sheet 9 of 10 Sheets)

**DP1049644**

Subdivision of Lot 8 DP 28985 and  
Lot 52 DP 1001178  
Covered by Subdivision  
Certificate No. *9824*  
of *21.2.2003*

SIGNED IN MY PRESENCE BY  
JOHN WILLIAM PHILLIPS AND  
AND  
RHONDA KAY PHILLIPS

  
Registered Proprietor

  
Registered Proprietor

WHO ARE PERSONALLY KNOWN TO ME

  
Signature of Witness

ROBERT G. E. MOORE  
Name of Witness

27 CASTLE HILL RD  
WEST PENNANT HILLS  
ENGINEER  
Address and Occupation of Witness

Approved by  
Baulkham Hills Shire Council

  
Authorised Officer

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

(Sheet 10 of 10 Sheets)

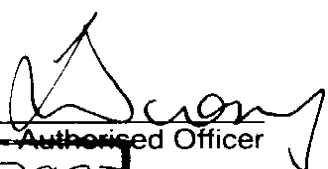
**DP1049644**

Subdivision of Lot 8 DP 28985 and  
Lot 52 DP 1001178  
Covered by Subdivision  
Certificate No. *9824*  
of *21.2.2003*

---

970084 TAS Investments President Road Kellyville 14.2.03

Approved by  
Baulkham Hills Shire Council



Authorized Officer

REGISTERS  
28.2.2003

Form: 0ITG  
Release: 2.1  
www.lpma.nsw.gov.au

**TRANSFER**  
**GRANTING EASEMENT**  
New South Wales  
Real Property Act 1900



**AG808667J**

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.

*Plan fee \$99.50*

(A) TORRENS TITLE	Servient Tenement 33/1169175	Dominant Tenement EASEMENT IN GROSS
-------------------	---------------------------------	--

(B) LODGED BY	Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any <i>SDG LAND DEVELOPMENT SOLUTIONS PO Box 2972 NORTH PARLAMATTA 1750 PH: 96307955</i>	CODE <b>TG</b>
	Reference:	<i>3242</i>	

(C) TRANSFEROR  
HUTCHINSON AVENUE PTY LTD ACN 142 736 614

(D) The transferor acknowledges receipt of the consideration of \$  
and transfers and grants—

(E) DESCRIPTION OF EASEMENT  
EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE AS DESCRIBED IN ANNEXURE 'A' AND SHOWN AS (X) ON ANNEXURE 'B'.

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

(F) Encumbrances (if applicable):

(G) TRANSFEREE  
ENDEAVOUR ENERGY ABN 59 253 130 878 *Reference - UML 5183*

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: Hutchinson Avenue Pty Ltd  
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:   
Name of authorised person: Gregory Ronald Wells  
Office held: Secretary

Signature of authorised person:   
Name of authorised person: Kazan Hadden  
Office held: Director

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:   
Name of witness: Deborah Pears  
Address of witness: Cl-51 Huntingwood Dr  
HUNTINGWOOD NSW 2148

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney:   
Attorney's name: Anthony Kavaliauskas  
Signing on behalf of: Manager Network Connections  
Endeavour Energy  
Power of attorney-Book: 4613  
-No.: 641

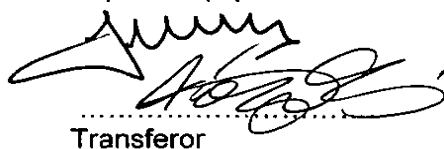
*cl prod 2850 5/3/2012 for easement.*


## TRANSFER GRANTING EASEMENT

### ANNEXURE "A"

TORRENS TITLE	Servient Tenement	Dominant Tenement
	33/1169175	Easement in Gross
TRANSFEROR	Hutchinson Avenue Pty Ltd ACN 142 736 614	
EASEMENT	Easement for padmount substation 2.75 wide shown as (x) in Annexure "B"	
TRANSFeree	Endeavour Energy ABN 59 253 130 878	

- 1 The transferee may:
  - 1.1 install electrical equipment within the easement site,
  - 1.2 excavate the easement site to install the electrical equipment,
  - 1.3 use the electrical equipment for the transmission of electricity,
  - 1.4 enter the servient tenement using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
  - 1.5 trim or remove any vegetation from the servient tenement that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
  - 1.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.
- 2 In exercising its rights under this easement the transferee will take reasonable precautions to minimise disturbance to the servient tenement and will restore the servient tenement as nearly as practicable to its original condition.
- 3 The transferor agrees that it will not:
  - 3.1 install or permit to be installed any services or structure within the easement site,
  - 3.2 alter the surface level of the easement site, or
  - 3.3 do or permit anything to be done that restricts access to the easement site by the transfereewithout the written permission of the transferee and in accordance with such conditions as the transferee may reasonably impose.
- 4 The transferee will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the servient tenement.

  
Transferor

  
Transferee  
Anthony Kavaliuskas

## TRANSFER GRANTING EASEMENT

### ANNEXURE "A"

<b>TORRENS TITLE</b>	Servient Tenement	Dominant Tenement
	33/1169175	Easement In Gross
<b>TRANSFEROR</b>	Hutchinson Avenue Pty Ltd ACN 142 736 614	
<b>EASEMENT</b>	Easement for padmount substation 2.75 wide shown as (x) In Annexure "B"	
<b>TRANSFeree</b>	Endeavour Energy ABN 59 253 130 878	

**5 Definitions:**

- 5.1 **easement site** means that part of the servient tenement that is affected by this easement.
  
- 5.2 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
  
- 5.3 **install** includes construct, repair, replace, maintain, modify, use, and remove.
  
- 5.4 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
  
- 5.5 **structure** includes building, wall, retaining wall, carport, driveway, fence and swimming pool; but excludes garden furniture and garden ornament.
  
- 5.6 **transferee** means Endeavour Energy and its successors (who may exercise its rights by any persons authorised by it).
  
- 5.7 **transferor** means the registered proprietor of the servient tenement and its successors (including those claiming under or through the transferor).



Transferor



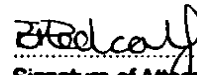

Transferee

Anthony Kavaliauskas

X

Executed for and on behalf of  
**Australia and New Zealand Banking Group Limited**  
 ABN 11 005 357 522  
 under Power of Attorney dated 18th November 2002  
 and registered in New South Wales  
 Book: 4376 Folio: 410 by

**NICOLE MEDCALF**  
 who certifies that he/she is a  
 Senior Manager/ Manager  
 and that he/she has not received  
 notice of revocation of that Power.

)   
 ) Signature of Attorney  
 ) in the presence of  
 )   
 ) Signature of Witness  
 ) **BHISHAN TIKARAM**  
 ) Print name of Witness  
 ) F129/ 24-32 Lexington Drive  
 ) BELLA VISTA NSW 2153  
 ) Address of Witness

**ANNEXURE 'B'**  
**PLAN OF EASEMENT FOR PADMOUNT SUBSTATION**  
**2.75 WIDE AND RESTRICTION ON THE USE OF LAND**  
**AFFECTING LOT 33 IN DP 1169175**

LGA: THE HILLS SHIRE

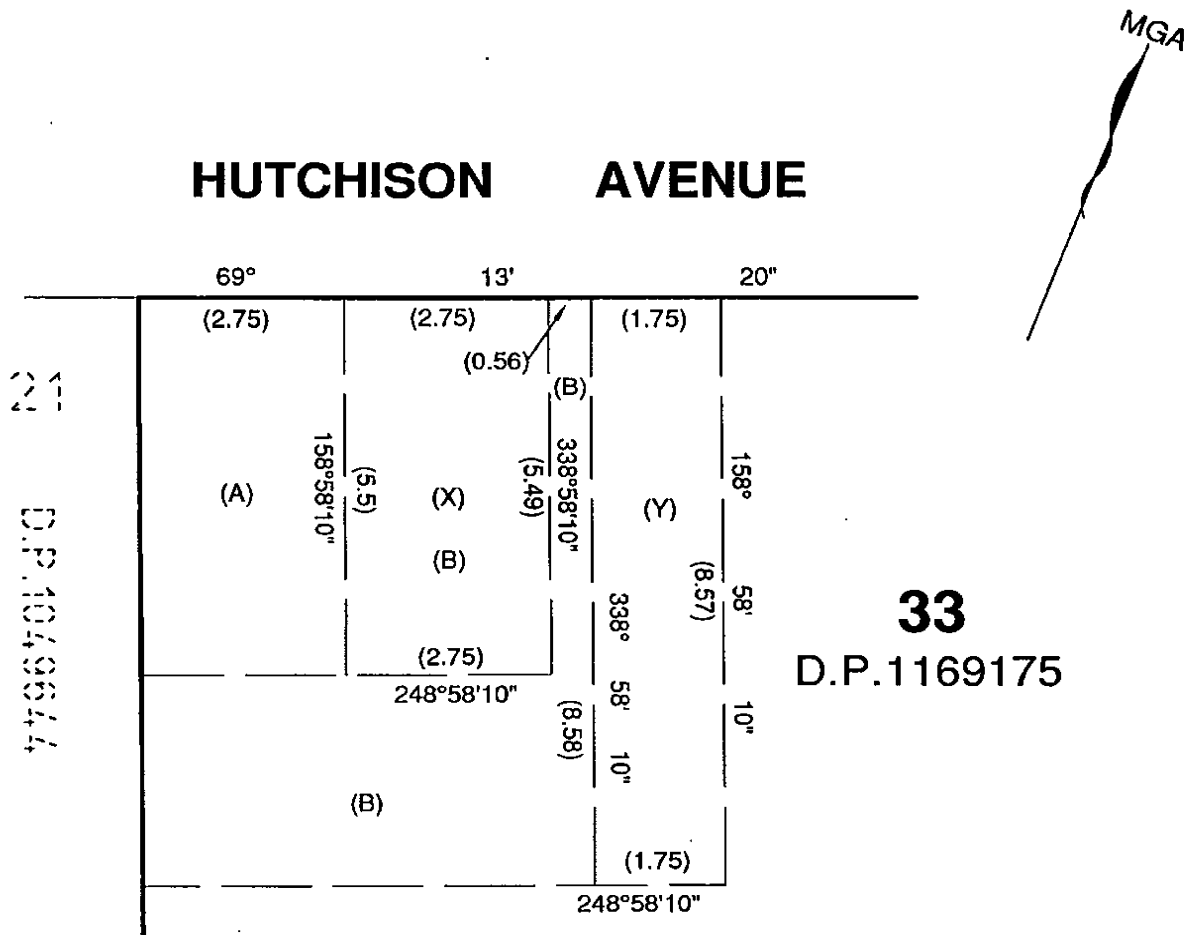
LOCALITY: KÉLLYVILLE

SCALE: 1:100

PARISH: CASTLE HILL

COUNTY: CUMBERLAND

DATE: 12-12-2011



*Gary Edwards*  
 Gary Edwards  
 Registered Surveyor

- (A) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1049644)
- (B) RESTRICTION ON THE USE OF LAND (DP 1049644)
- (X) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (Y) RESTRICTION ON THE USE OF LAND

**SIGNATURES AND SEALS**

THIS IS THE PLAN MARKED 'B' REFERRED TO IN TRANSFER GRANTING EASEMENT  
 DATED BETWEEN HUTCHINSON AVENUE PTY LTD AS TRANSFEROR  
 AND ENDEAVOR ENERGY AS TRANSFEREE

*[Signatures]*  
 TRANSFERORS

*[Signature]*  
 TRANSFEREES  
 Anthony Kavaliavskas

Form: 13RPA  
Release: 2.4  
[www.jpma.nsw.gov.au](http://www.jpma.nsw.gov.au)

**RESTRICTION ON THE  
USE OF LAND BY A  
PRESCRIBED AUTHORITY**  
New South Wales



Section 88E(3) Conveyancing Act 1919

**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** 33/1169175

(B) **LODGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any <b>SOG LAND DEVELOPMENT SOLUTIONS PO Box 2572 NORTH PARAZHANA 1750 PH: 9630 7955</b>	CODE <b>RV</b>
	Reference: <b>3242</b>	

(C) **REGISTERED PROPRIETOR**  
Of the above land  
HUTCHINSON AVENUE PTY LTD ACN 142 736 614

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage	AF642662	AUSTRALIA AND NEW ZEALAND BANKING GROUP

(E) **PRESCRIBED AUTHORITY**  
Within the meaning of section 88E(1) of the Conveyancing Act 1919  
ENDEAVOUR ENERGY ABN 59 253 130 878 *Reference - UMLS183*

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure 'A' hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

**DATE**

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *Deborah Pears*  
Name of witness: **Deborah Pears**  
Address of witness: **41-51 Huntingwood Dr  
HUNTINGWOOD NSW 2148**

Signature of authorised officer: *Anthony Kavalavskas*  
Name of authorised officer: **Anthony Kavalavskas**  
Position of authorised officer: **Manager Network Connections  
Endeavour Energy**

*Power of Attorney: Book 4613 No 641*

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: **Hutchinson Avenue Pty Ltd**  
Authority: **section 127 of the Corporations Act 2001**

Signature of authorised person: *Gregory Ronald Wells*  
Name of authorised person: **Gregory Ronald Wells**  
Office held: **Secretary**

Signature of authorised person: *Kazan Hadden*  
Name of authorised person: **Kazan Hadden**  
Office held: **Director**

(H) The mortgagee under mortgage No. AF642662 agrees to be bound by this restriction. I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:   
Name of witness: **Australia and New Zealand Banking Group Limited**  
Address of witness: **ABN 11 005 357 522  
under Power of Attorney dated 18th November 2002  
and registered in New South Wales**

*Stedcaj*  
Signature of Attorney  
in the presence of

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
1008

Executed for and on behalf of  
**Book 4376 Folio 410 by**  
**Page 1 of 3**  
**NIKOLE MEDCALF**  
who certifies that he/she is a  
**Senior Manager/ Manager**  
and that he/she has not received  
notice of revocation of that Power

LAND AND PROPERTY  
Signature of Witness  
**BRISHAN KIRANAM**  
Print name of Witness  
**F129/ 24-32 Lexington Drive  
BELLA VISTA NSW 2153**  
Address of Witness


## RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

### ANNEXURE 'A'

TORRENS TITLE	Land Burdened
	33/1169175
REGISTERED PROPRIETOR	Hutchinson Avenue Pty Ltd ACN 142 736 614
RESTRICTION	Restriction on the Use of Land within the site shown as (Y) in Annexure 'B'
PRESCRIBED AUTHORITY	Endeavour Energy ABN 59 253 130 878

- 1.0 No building shall be erected or permitted to remain within the restriction site unless:
- 1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and
  - 1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating
- and the registered proprietor provides the prescribed authority with an engineer's certificate to this effect.
- 2.0 The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 3.0 Definitions:
- 3.1 **"120/120/120 fire rating"** and **"60/60/60 fire rating"** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
  - 3.2 **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls.
  - 3.3 **"erect"** includes construct, install, build and maintain.
  - 3.4 **"restriction site"** means that part of the land affected by the restriction on the use of land shown as (Y) on the attached plan Annexure 'B'

  
Registered Proprietor

  
Prescribed Authority  
Anthony Kavaliauskas

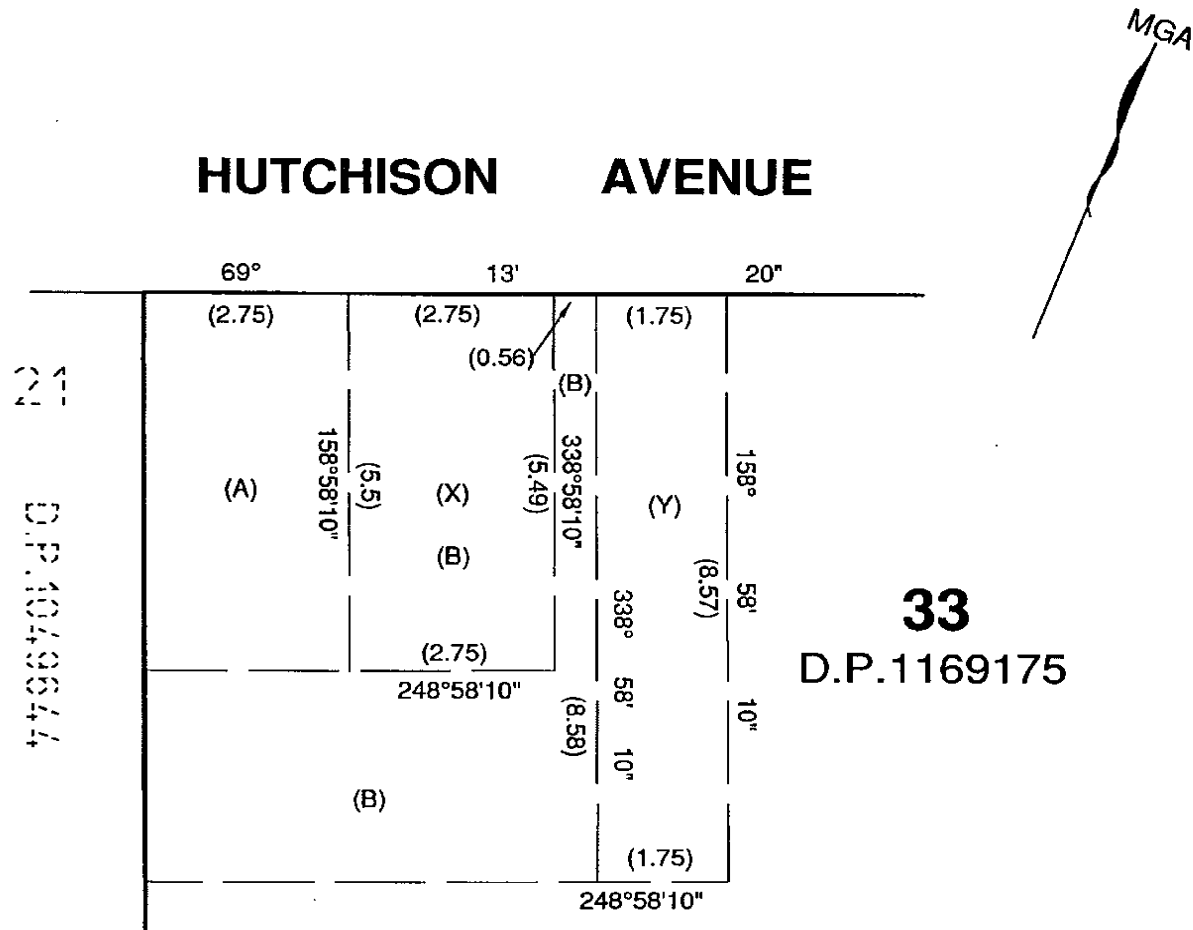
**ANNEXURE 'B'**  
**PLAN OF EASEMENT FOR PADMOUNT SUBSTATION**  
**2.75 WIDE AND RESTRICTION ON THE USE OF LAND**  
**AFFECTING LOT 33 IN DP 1169175**

LGA: THE HILLS SHIRE  
PARISH: CASTLE HILL.

LOCALITY: KELLYVILLE  
COUNTY: CUMBERLAND

SCALE: 1:100  
DATE: 12-12-2011

**HUTCHISON AVENUE**



*[Signature]*  
Gary Edwards  
Registered Surveyor

- (A) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1049644)
- (B) RESTRICTION ON THE USE OF LAND (DP 1049644)
- (X) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (Y) RESTRICTION ON THE USE OF LAND

**SIGNATURES AND SEALS**

THIS IS THE PLAN MARKED 'B' REFERRED TO IN RESTRICTION ON THE USE OF LAND DATED BETWEEN HUTCHINSON AVENUE PTY LTD AS TRANSFEROR AND ENDEAVOR ENERGY AS TRANSFEREE

*[Signature]*  
TRANSFERORS Registered Proprietor

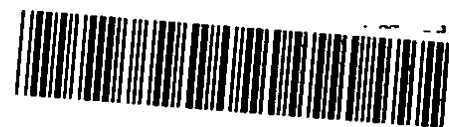
*[Signature]*  
TRANSFEREES Prescribed Authority  
Anthony Kavaliauskas

Form: 15CH  
Release: 2-0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act:  
Real Property Act 1900



**AM702585B**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to publish information 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 Folio Identifier CP/SP86629
--

(B) **LODGED BY**

Document Collection Box  <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any Strata Specialist Lawyers      Tel: (02) 9089 8706 GPO Box 1378 SYDNEY NSW 2001 Reference: CC:20170100:SP86629	CODE  <b>CH</b>
--	---	-----------------------

(C) The Owners-Strata Plan No. 86629 certify that a special resolution was passed on 5/6/2017

(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. 1-22, Special By-Laws 23,27 and 28

Added by-law No. 1 to 38

Amended by-law No. \_\_\_\_\_

as fully set out below:

See Annexure "A"

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

(G) The seal of The Owners-Strata Plan No. 86629 was affixed on 21/8/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: [Handwritten Signature]

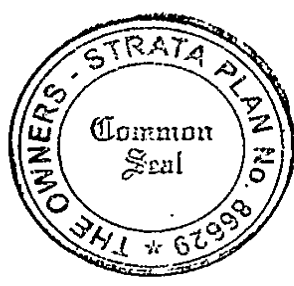
Name: ROBERT BARTLETT

Authority: STRATA MANAGER

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Authority: \_\_\_\_\_



**STRATA SCHEME NO 86629**  
**ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS**

**REPEAL BY-LAWS Nos. 1 to 22**

**REPEAL SPECIAL BY-LAWS Nos. 23, 27 and 28**

**ADD BY-LAWS Nos. 1 to 38 AS PROVIDED BELOW**

**BY-LAW 1 - DEFINITIONS AND INTERPRETATION OF BY-LAWS**

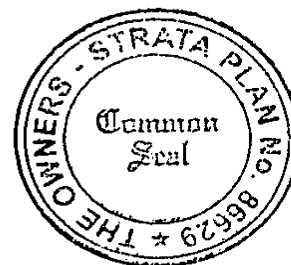
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1. In any by-law, unless the context or subject matter otherwise indicates or requires:
  - (a) "Act" means the *Strata Schemes Management Act 2015*. Any expression used in a by law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in the by-law;
  - (b) Reference to the singular includes the plural and vice versa;
  - (c) A thing includes the whole or part of it;
  - (d) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors, and assigns;
  - (e) A document includes any amendment or replacement of it;
  - (f) "Including" and similar expressions are not words of limitation;
  - (g) Headings are for convenience only and do not affect the interpretation of a by-law.
  
2. Where consent or approval from the owners corporation is required for the doing of anything under these by-laws, such approval or consent may be given by the strata committee unless the by-law or Act requires that such consent or approval has to be given by the owners corporation at a general meeting.
  
3. These by-laws do not affect any matter, act or thing done by the owners corporation, an owner or occupier in compliance with the by-laws of the scheme applicable at the relevant time and prior to the adoption of these by-laws by the owners corporation.

This is page 2 of a total of 109 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 86629 was affixed on the 21<sup>st</sup> day of August 2017 in the presence of:

Names: ROBERT BARTLETT  
Signatures: [Handwritten Signature]

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



4. An owner or occupier who is in breach of any by-law of the scheme applicable when a matter, act or thing was done or not done by the owner or occupier before the adoption of these by laws, must rectify the breach in accordance with these by-laws.

**BY-LAW 2 - CONSENT OF OWNERS CORPORATION AND STRATA COMMITTEE**

---

1. Any consent or approval given by the owners corporation or strata committee under these by laws may be given:
  - (a) at the absolute discretion of the owners corporation or strata committee;
  - (b) either with conditions or without conditions.
2. A consent or an approval given by the owners corporation or strata committee may be revoked if an owner does not comply with:
  - (a) the conditions of the consent or approval; or
  - (b) the by-law under which the consent or approval was given.

**BY-LAW 3 - COSTS RECOVERABLE BY THE OWNERS CORPORATION**

---

1. An owner (or occupier as the case may be) must pay all costs of the owners corporation in enforcing any breach of the by-laws of the strata scheme. This clause does not limit the operation of any other by-law requiring any person to pay money to the owners corporation.
2. Any sum payable by, or an amount recoverable from, an owner of a lot to the owners corporation under these by-laws, will be recoverable as a debt due and payable by the owner to the owners corporation.
3. The debt referred to in clause 2 will:
  - (a) be due and payable at the owners corporation's direction;
  - (b) bear simple interest at the rate prescribed by Section 85 of the Act until paid if the debt remains unpaid after 1 month of being due.
4. The owner must also pay the expenses of the owners corporation in recovering any amount due to it in this or any other by-law.
5. The owners corporation may include reference to any amount outstanding in this by-law on a strata information certificate given under Section 184 of the Act in respect of a lot.

**This is page 3 of a total of 109 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 86629 was affixed on the 21<sup>st</sup> day of August 2017 in the presence of:**

**Names:.....**

**Signatures.....**

**.....**

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

**BY-LAW 4 - SERVICE OF NOTICES AND OTHER COMMUNICATION**

---

1. The owners corporation may store the strata roll and any other record required to be made or stored by the owners corporation in electronic form.
2. A document may be served on the owner of a lot by electronic means if the owner (or any one of the owners if more than one) has given the owners corporation an e-mail address for the service of notices and the document is sent to that address. Any document, served on an owner or occupier of a lot by email in accordance with this clause is deemed to have been served and transmitted by the sender provided that the sender does not receive any electronic notification of an unsuccessful transmission.
3. The owners corporation may request that an owner provides an email address for the service of documents. Such a request must be made in writing and the owner must comply within the time stated in the notice.
4. If an owner does not comply with the notice in clause 3 and the owners corporation serves a document on the owner by means other than electronically, the owner must pay the costs of serving the document incurred by the owners corporation. The owners corporation may recover as a debt any amounts payable under this clause.
5. The strata committee may waive the requirement in clause 4 for an owner who does not have an email address.

**BY-LAW 5 - PROVISION OF AMENITIES OR SERVICES**

---

1. In addition to the functions conferred or imposed on it under the Act, the owners corporation has the power to determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots or to the owners or occupiers of one or more of the lots:
  - (a) window cleaning;
  - (b) garbage disposal and recycling services;
  - (c) electricity, water or gas supply; and
  - (d) telecommunication services.
2. If the owners corporation makes a resolution referred in clause 1, it must indicate in the resolution the amount for which and the conditions on which it will provide the amenity or service.

**This is page 4 of a total of 109 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 86629 was affixed on the 21<sup>st</sup> day of August 2017 in the presence of:**

**Names:.....**

**Signatures.....**

**.....**

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

**BY-LAW 6 - DESIGN CODE**

---

1. The terms of this by-law prevail in the extent of any inconsistency with any other by-law.
2. The owners corporation may prescribe a code (known as the Design Code) relating to certain design elements to the lots and the common property.
3. If the owners corporation prescribes a design code, then within a reasonable time, the owners corporation must deliver a copy of the Design Code to each owner. The owner must ensure that a copy of the Design Code is given to their occupier within a reasonable period of time.
4. Each owner and occupier is bound by the Design Code and must comply with its provisions.
5. An owner or occupier of a lot must comply with the Design Code when affixing or attaching any item, fixture or structure to:
  - (a) the outside of the lot;
  - (b) the common property at the lot; or
  - (c) the inside of the lot which is visible from the outside of the lot.
6. The item, fixture or structure referred to in By- Law 6, includes:
  - (a) blinds;
  - (b) awnings;
  - (c) bars or security grills on windows; and
  - (d) screens or other device to prevent entry of animals or insects.
7. The owners corporation may amend the Design Code from time to time.
8. If the owners corporation amends the Design Code, the owners corporation must deliver within a reasonable time to each owner a copy of the amendments or a revised version of the Design Code containing the amendments. The owner must ensure that a copy of the amended or revised Design Code is given to their occupier within a reasonable period of time.
9. An owner may apply to the owners corporation to amend the Design Code. An application must contain sufficient detail of the proposed amendments to enable the owners

**This is page 5 of a total of 109 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 86629 was affixed on the 21<sup>st</sup> day of August 2017 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

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

corporation to understand with reasonable certainty the nature and extent of the proposed amendments.

- 10. The strata committee must consider any such request for amendments.
- 11. The Design Code or any amended Design Code does not apply to items, fixtures or structures affixed or attached before the date the Design Code or amended Design Code was provided to the owner.
- 12. If requested by an owner, the owners corporation must provide, at the reasonable cost of the owner, a copy of the current Design Code, if a copy has been previously given to the owner.

**BY-LAW 7 - COMPLIANCE WITH LAWS AND OTHER REQUIREMENTS**

---

- 1. The owner or occupier of a lot must comply with:
  - (a) all laws and regulations applicable to the lot and the building,
  - (b) the by-laws of the strata scheme, and
  - (c) the rules of the owners corporation relating to the use, management, operation, security and enjoyment of the building.
- 2. The owners corporation may make rules from time to time relating to the use, management, operation, security and enjoyment of the building.
- 3. The owners corporation may amend or add to the rules at any time.
- 4. If a rule is inconsistent with any by-law or any law or regulation, the by-law, law or regulation will prevail to the extent of the inconsistency.
- 5. The owners corporation may:
  - (a) take reasonable action to rectify any breach or prevent further breaches of a by-law. Such action may include, but is not limited to, engaging contractors, lawyers and the managing agent; and,
  - (b) recover the costs of taking the action from owner or occupier as a debt.

**BY-LAW 8 - BUILDING MANAGER**

---

This is page 6 of a total of 109 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 86629 was affixed on the 21<sup>st</sup> day of August 2017 in the presence of:

Names:.....

Signatures.....

.....

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

1. In addition to the functions conferred or imposed on it under the Act, the owners corporation has the power to engage and enter into an agreement with a building manager to assist the owners corporation in managing and controlling the use of common property, cleaning, maintaining and repairing the common property.
2. The agreement may provide for:
  - (a) the engagement of the building manager for a term not exceeding 5 years;
  - (b) the cleaning, repair, maintenance, renewal or replacement of:
    - (c) the common property;
    - (d) any plant and equipment in the common property; and
    - (e) any personal property vested in the owners corporation;
  - (f) the provision of services by the building manager to owners and occupiers; and
  - (g) the rights of the building manager:
    - (i) to enter into agreements, subject to the approval of the owners corporation, with other persons for the provision of services in connection with the performance of the building manager's duties and the exercise of the building manager's rights under the agreement entered into under this by-law, and
    - (ii) to do anything else which the owners corporation considers is necessary or desirable having regard to the requirements of the owners corporation in connection with the control and management and of the common property, or the maintenance and repair of the common property.

**BY-LAW 9 - VEHICLES**

---

1. An owner or occupier:
  - (a) must not park or stand any motor or other vehicle on common property; and
  - (b) must not permit a motor vehicle to be parked or stand on common property;
  - (c) must not park their vehicle in any space designated for visitor parking;except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

**This is page 7 of a total of 109 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 86629 was affixed on the 21<sup>st</sup> day of August 2017 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

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

2. An owner or occupier must:
  - (a) provide the owners corporation with the registration number of their motor vehicle or motorcycle before using any car space or driving over any part of the common property, it being noted that the number only has to be given once for each motor vehicle or motorcycle;
  - (b) not permit the car space forming part of that owner's or occupier's lot to be used for any purpose other than for housing registered motor vehicles and motorcycles;
  - (c) ensure that any motor vehicle or motor cycle is wholly within the car space forming part of that owner's or occupier's lot.

**BY-LAW 10 - PERSONAL PROPERTY NOT TO BE STORED OR LEFT ON COMMON PROPERTY**

---

1. An owner or occupier of a lot must not store or leave any personal property on common property.
2. The owners corporation may, subject to Section 125 of the Act, dispose of any personal property of an owner or occupier of a lot stored or left on common property and recover the costs of such disposal from the owner as a debt due and payable by the owner or occupier.

**BY-LAW 11 - STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES**

---

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

**BY-LAW 12 - MOVING OF FURNITURE AND BULKY ITEMS**

---

1. An owner or occupier must ensure that no furniture or bulky items are moved through or on the common property unless at least 48 hours' prior notice has been given to the building manager or the secretary.
2. An owner or occupier must comply with the reasonable requirements of the building manager or the secretary in relation to moving furniture and bulky items through or on the common property, including requirements to fit an apron cover to the lift.

**This is page 8 of a total of 109 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 86629 was affixed on the 21<sup>st</sup> day of August 2017 in the presence of:**

**Names:.....**

**Signatures.....**

**.....**

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

3. The owners corporation may recover from an owner, the costs of repairing any damage to common property caused by the moving of furniture or bulky items through or on the common property by the owner, their occupier or their visitor.

**BY-LAW 13 - DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY**

---

1. An owner or occupier must not, except with the prior written approval of the owners corporation:
  - (a) damage any lawn, garden, tree, shrub, plant, or flower being part of or situated on common property, or
  - (b) use for their own purposes as a garden, any part of the common property.

**BY-LAW 14 - OBSTRUCTION OF COMMON PROPERTY**

---

1. An owner or occupier must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.
2. An owner or occupier of a lot must not use any common property water supply or apparatus for any purpose, other than in the case of emergency, without the prior written consent of the owners corporation.

**BY-LAW 15 - DEFECTS IN COMMON PROPERTY**

---

1. An owner or occupier must promptly notify the building manager or strata manager of any damage to common property whether pertaining to the owner or occupier's lot or not, regardless of the cause of the damage.
2. Where the owners corporation is responsible to repair any damage to common property, the owners corporation may recover from the owner the costs for repairing any damage that is exacerbated by the delay of the owner or occupier in notifying the building manager or the strata manager of the damage to common property. Such costs may be recoverable as a debt due and payable by the owner to the owners corporation.

**BY-LAW 16 - DAMAGE TO PROPERTY**

---

1. If any part of the common property is damaged due to the act or omission of:
  - (a) an owner;
  - (b) an occupier of the owner's lot; or

This is page 9 of a total of 109 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 86629 was affixed on the 21<sup>st</sup> day of August 2017 in the presence of:

Names: .....

Signatures.....

.....

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

(c) a visitor to the owner’s lot;

the owners corporation may, recover from the owner as a debt, the costs incurred by the owners corporation in rectifying the damage.

2. If an act or omission of an owner or occupier of a lot or a visitor to the lot results in the attendance at the lot or building of any of the following:

(a) the Fire Brigade of NSW or any other fire and rescue service;

(b) the Police Service of NSW or any other police service;

(c) the Ambulance Service of NSW or any other ambulance service;

(d) any other person in connection with the provision of a utility service in or to the building including electricity, gas, telecommunications, water, plumbing, fire safety and cleaning;

and as a result of that attendance a charge is imposed on the owners corporation, the owners corporation may recover the amount of that charge from the owner as a debt due.

**BY-LAW 17 - SECURITY OF BUILDING**

---

1. An owner or occupier must not do anything which may prejudice or adversely affect the security of the building or the safety of other occupiers in the building.

2. An owner or occupier must not interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment, unless an emergency requires their use.

3. An owner or occupier must not keep fire and security doors open or propped open and must ensure that any of their visitors do not keep any fire or security door open or propped open.

4. The owners corporation has the power to restrict access:

(a) to common property either on a temporary basis or permanent basis in order to enhance the security of the building; and

(b) by security keys or other devices access to parts of the building where an owner or occupier does not own or occupy a lot or have a right of access under any by-law, common property rights by law or licence agreement.

**BY-LAW 18 - SECURITY KEYS**

---

This is page 10 of a total of 109 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 86629 was affixed on the 21<sup>st</sup> day of August 2017 in the presence of:

Names: .....

Signatures.....

.....

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

1. In these by-laws "security key" means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the building.
2. The owners corporation may provide security keys to the owners from time to time.
3. The owners corporation may charge a fee or deposit for a security key or any additional or replacement security keys.
4. In addition to the functions conferred or imposed on it under the Act, the owners corporation has the power to:
  - (a) provide security keys to the owners from time to time;
  - (b) charge a fee or deposit for a security key or any additional or replacement security keys;
  - (c) re-code security keys;
  - (d) require an owner or occupier to promptly return their security key to the owners corporation to be re-coded;
  - (e) Restrict access to parts of the common property to which an owner or occupier does not, in the opinion of the owners corporation acting reasonably, need access; and
  - (f) make agreements with another person to exercise its functions under this by-law, including the management of the security key system.
5. An owner or occupier must:
  - (a) comply with the reasonable instructions of the owners corporation in relation to security keys, in particular, instructions about re-coding and returning security keys;
  - (b) return all security keys to the owners corporation if the owner or occupier is no longer in occupation of the lot for which the security keys had been issued;
  - (c) An owner must include a requirement in any lease or licence of the owner's lot that the occupier must return the security keys to the building manager or strata manager when the occupier vacates the lot.
  - (d) not duplicate or cause the security keys to be duplicated;
  - (e) take all reasonable steps not to lose security keys;

**This is page 11 of a total of 109 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 86629 was affixed on the 21<sup>st</sup> day of August 2017 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

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

- (f) notify the building manager or strata manager immediately if a security key is lost;
- (g) not give a security key to any person who is not an occupier of the lot.

**BY-LAW 19 - BEHAVIOUR OF OWNERS, OCCUPIERS AND VISITORS**

---

1. When on the lot or the common property, an owner or occupier, or any visitor of an owner or occupier must not engage in any illegal activity or any activity which jeopardizes the safety and security of the building or an owner or occupier of a lot the building.
2. When on common property, an owner or occupier or any visitor of an owner or occupier of a lot must be adequately clothed and must not at any time use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
3. An owner or occupier of a lot must take all reasonable steps to ensure that visitors of the owner or occupier:
  - (a) comply with these by-laws;
  - (b) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property;
  - (c) do not remain on the common property unsupervised except to the extent reasonably necessary for their arrival and departure;
  - (d) rectify any breach of these by-laws the visitors have committed; and
  - (e) leave or are removed from the strata scheme if they do not rectify any such breach or commit the same breach.

**BY-LAW 20 - NOISE**

---

1. An owner or occupier or any visitor of an owner or occupier, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
2. An owner must ensure that all floor space within the owner’s lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupiers of another lot. This clause does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

**BY-LAW 21 - CHILDREN PLAYING ON COMMON PROPERTY**

---

This is page 12 of a total of 109 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 86629 was affixed on the 21<sup>st</sup> day of August 2017 in the presence of:

Names:.....

Signatures.....

.....

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

1. Any child for whom an owner or occupier is responsible may only play on any area of the common property that is designated by the owners corporation for that purpose.
2. An owner or occupier must not permit any child who is under the age of 12 years and for whom the owner or occupier is responsible to remain on common property unless an adult, exercising effective control, is with the child.

**BY-LAW 22 - SMOKING**

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1. In this by-law “**smoke**” means smoke, hold or otherwise have control over ignited tobacco or any other product that is intended to be smoked and is ignited including the vapour exhaled by using “e-cigarettes”.
2. An owner or occupier must not or allow an invitee to:
  - (a) smoke within, on, or near the common property.
  - (b) deposit or throw on the common property any cigarette or cigar butts, matches, tobacco or other smoking paraphernalia;
  - (c) allow smoke to enter any part of the common property or another lot.
3. If a visitor of an owner or occupier breaches clause 2, the owner or occupier of a lot who invited that person breaches the by-law unless:
  - (a) he or she did not know, or could not reasonably be expected to have known, that the person was breaching clause 2; or
  - (b) upon becoming aware that the person was breaching clause 2, asked the person smoking to leave the property immediately, and the person did so.

**BY-LAW 23 - FALSE FIRE ALARM ACTIVATION**

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1. In this by-law “**lack of care**” includes, without limitation, the failure of an owner or occupier to notify the fire safety service provider that the owner or occupier is carrying out works to the property or the failure to cover sensors when renovations are being carried out to prevent heat and dust from affecting the sensors.
2. In addition to the functions conferred or imposed on the owners corporation under the Act, the owners corporation shall have the power and the authority to require an owner or occupier of a lot to pay the owners corporation:

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- (a) the amount of any fee charged to the owners corporation by a fire safety service provider or NSW Fire Brigades as a result of the false activation of a fire alarm on the common property or a lot, if in the opinion of the owners corporation acting reasonably the false activation of the fire alarm arose as a result of lack of care on the part of the owner or occupier; and
  - (b) the amount of any costs or expenses reasonably incurred by the owners corporation in investigating the cause of the false activation of a fire alarm on the common property or a lot, if the owners corporation reasonably concludes as a result of this investigation that the false activation of the fire alarm arose as a result of lack of care on the part of the owner or occupier; and
3. The owner or occupier of a lot indemnifies the owners corporation against any liability, expense or cost arising out of the false activation of a fire alarm on the common property or a lot, if in the opinion of the owners corporation acting reasonably the false activation of the fire alarm arose as a result of lack of care on the part of the owner or occupier of the lot, including the amount of any costs or expenses reasonably incurred by the owners corporation in investigating the cause of the false activation of a fire alarm on the common property or a lot, if the owners corporation reasonably concludes as a result of this investigation that the false activation of the fire alarm arose as a result of lack of care on the part of the owner or occupier.
  4. Any money payable by an owner or occupier under this by-law may be recoverable by the owners corporation as a debt.

**BY-LAW 24 - SMOKE ALARMS AND FIRE SAFETY**

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1. An owner or occupier must not do anything or permit any visitors of the owner or occupier to do anything on the lot or common property that is likely to:
  - (a) adversely affect the operation of fire safety devices in the lot;
  - (b) reduce the level of fire safety in the lot or other lots or common property;
  - (c) interfere with any smoke detector or smoke alarm installed in the lot or the building;  
or
  - (d) interfere with the use of any fire hydrant or any other firefighting or fire safety equipment in the building.
2. In order to ensure the safety and protection of all owners, occupiers and visitors and compliance with the *Environmental Planning and Assessment Regulation 2000*, each owner of a lot must:

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- (a) install in that lot one or more smoke alarms as required by the provisions of the *Environmental Planning and Assessment Regulation 2000* or any other relevant legislation;
- (b) maintain and keep each smoke alarm in good and serviceable repair; and
- (c) renew any smoke alarm when necessary, including when the smoke alarm has been damaged or is defective and when the battery in the smoke alarm has expired.

This clause does not apply if there exists hard wired smoke alarms maintained by the owners corporation.

- 3. If an owner fails to comply with the obligations imposed under clause 2, the owners corporation may:
  - (a) enter the owner’s lot to replace any smoke alarm for the purpose of complying with the *Environmental Planning and Assessment Regulation 2000*; and
  - (b) Recover from the owner of that lot the costs incurred by the owners corporation in carrying out that work.

**BY-LAW 25 - FIRE SAFETY INSPECTIONS**

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- 1. An owner or occupier must comply with any notice from the strata manager or building manager relating to the granting of access to a person authorised under the *Environmental Planning & Assessment Act 1979* or other relevant legislation to carry out an inspection of the lot for purposes relating to fire safety.
- 2. Each owner and occupier must comply with the notice referred to in clause 1 and allow that access to the lot to take place at the time and date in the notice. If the owner or occupier of a lot fails to give access to the lot after such notice is given and, as a result, the inspection is required to be done at another time and date, the owner of the lot must pay the costs of that subsequent inspection at the lots.

**BY-LAW 26 - WORK IN A LOT BY OWNERS CORPORATION**

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- 1. The owners corporation may do anything on or in a lot that should have been done by an owner or occupier under these by-laws which the owner or occupier has not done.
- 2. The owners corporation must give the owner or occupier a written notice specifying that if the owner or occupier does not do the thing by a date specified in the notice then the owners corporation will enter the lot on or after that date to do the work and the owner or occupier must:

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- (a) grant access to the lot according to the notice to any person authorised by the owners corporation to do the work, and
- (b) pay the owners corporation its proper and reasonable costs for doing the work, including costs relating to access to the lot.

**BY-LAW 27 - OCCUPANCY OF A LOT**

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- 1. Subject to clause 36 of the *Strata Schemes Management Regulation 2016*, an owner, lessee or occupier of a lot must not allow more than two adults to reside in each bedroom of the lot.
- 2. An owner, lessee or occupier of a lot must not divide or partition any part of the lot to create an additional room or space which contains a bed of any type or is intended to be used (or is used) as an area for sleeping.
- 3. An owner, lessee or occupier must not use a lounge room, dining room, family room, bathroom, kitchen, laundry, balcony, courtyard, or terrace area (whether or not enclosed) as a bedroom.
- 4. In addition to the rights conferred on the owners corporation under the Act, the owners corporation has a right to enter any lot to determine compliance by the owner, lessee or occupier with this by-law. An owner, lessee or occupier must comply with any reasonable direction of the owners corporation in this regard.
- 5. An owner who leases or licences their lot (or any lessee or licensee who subleases or sublicenses their lot) must:
  - (a) provide their tenant or licensee with an up-to-date copy of the by-laws;
  - (b) ensure that their tenant or licensee and their invitees comply with the by-laws;
  - (c) take all action available, including action under the lease or licence agreement (or any sublease or sub licence), to make them comply or leave the parcel.
- 6. An owner or occupier of a lot must not enter into any arrangement for the occupation of a lot (or any part of the lot) otherwise than under a residential tenancy agreement to which the *Residential Tenancies Act 2010* applies.
- 7. An owner or occupier of a lot must not advertise that the lot or any part of the lot is available for a purpose or for use in a manner contrary to clause 6.

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8. An owner is liable for any damage to common property or increase in any insurance premiums caused by a breach of this by-law.
9. Any one of following shall be prima facie evidence that a lot is being used or has been used contrary to clause 6 of this by-law:
  - (a) a failure to provide notice required under Section 258 of the Act;
  - (b) a failure to provide to the owners corporation on request a copy of the lease, or documents relating to the assignment, the subject of the notice under Section 258 of the Act;
  - (c) a failure to provide to the owners corporation on request details of an environment planning instrument, or a copy of development consent, which permits use of the lot for a purpose that would otherwise contravene clause 6 of this by-law.
10. An owner, lessee or occupier of a lot must not make known publicly or advertise, whether by the owner, lessee or occupier or other person or entity (including AirBnB, Stayz, a real estate agent or other service provider) that the lot is available for a use that would contravene clauses 1 and 6 of this by-law.
11. The owner, lessee or occupier of a lot who breaches any part of this by law indemnifies the owners corporation against all costs, expenses and fees incurred by the owners corporation arising out of a breach of this by-law or of a planning law, enforcing the terms of this by-law, or rectifying any breach. The owner must pay all costs, expenses and fees to the owners corporation upon reasonable demand. Such costs may include, but are not limited to:
  - (a) water, garbage, and electricity usage as a result of the additional persons sleeping in a lot;
  - (b) additional cleaning fees associated with additional persons sleeping in a lot;
  - (c) strata manager's fees;
  - (d) legal costs;
  - (e) costs incurred in complying with or responding to any notice, order or requirement of the local council or a Court relating to the use of the lot;
12. For the avoidance of doubt, the owner is responsible for all costs referred to in the previous clause in the event the lessee or occupier is unable to be located or fails to pay upon reasonable demand.

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13. Any money payable by an owner, occupier or lessee under this by-law may be recoverable by the owners corporation as a debt.

**BY-LAW 28 - USE OF A LOT**

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1. An owner or occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
2. An owner or occupier must have the prior consent of the owners corporation to do anything that might invalidate, suspend or increase the premiums for any of the owners corporation's insurance policies.
3. If the owners corporation gives consent referred to clause 2, the owners corporation may impose conditions which would include the owner or occupier reimbursing the owners corporation any increase in premiums and any other costs incurred by the owners corporation resulting from the change of use of the owner's lot.
4. An owner or occupier must give the owners corporation a copy of any requisite consents in connection with any commercial activities conducted from within the lot.

**BY-LAW 29 - APPEARANCE OF LOT**

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1. The owner or occupier of a lot must keep the lot (including any courtyard and balcony) clean and tidy.
2. The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot (including any balcony or courtyard), anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building or the Design Code.
3. An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

**BY-LAW 30 - DISPOSAL OF WASTE**

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1. In this by-law:
  - (a) "bin" includes any receptacle for waste.
  - (b) "waste" includes garbage and recyclable material.

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2. An owner or occupier of a lot must not drop, throw or sweep any rubbish, dirt, dust water or any other item from any part of the lot to the lot or lots below.
3. An owner or occupier of a lot must not deposit or throw or leave on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
4. An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
5. An owner or occupier must:
  - (a) drain and wrap securely all garbage in small parcels and:
    - (i) dispose of waste in the bins designated for the particular class of waste (e.g. recyclables and non-recyclables);
    - (ii) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste); and
  - (b) comply with the local council's recycling guidelines and the owners corporation's directions for the storage, handling, collection, recycling and disposal of waste.
6. The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling and recycling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
7. An owner or occupier must make their own arrangements for the removal of all items that do not fit the garbage bins or items that will not be collected by the local council as part of the normal garbage collection or recycling service.

#### **BY-LAW 31 - RENOVATIONS**

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1. In this by-law:
  - (a) "Cosmetic Work" means an owner's work which affects the common property in connection with their lot for the following purposes:
    - (i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls;

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- (ii) installing or replacing handrails;
- (iii) painting;
- (iv) filling minor holes and cracks in internal walls;
- (v) laying carpet;
- (vi) installing or replacing built-in wardrobes;
- (vii) installing or replacing internal blinds and curtains;
- (viii) installing any locking or other safety device for protection of a lot against intruders;
- (ix) installing any screen or other device to prevent entry of animals or insects on the lot;
- (x) installing any locking or other safety device to improve safety within a lot;
- (xi) installing any device used to affix decorative items (e.g. framed paintings) to the internal surfaces of walls in a lot;
- (xii) any other work described in Section 109(2) of the Act;

but does not include:

- (A) Minor Renovations;
- (B) work involving structural changes;
- (C) work that changes the external appearance of a lot, including the installation of an external access ramp;
- (D) work that detrimentally affects the safety of a lot or common property, including fire safety systems;
- (E) work involving waterproofing or the plumbing or exhaust system of the building;
- (F) work involving reconfiguring walls;

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- (G) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
  - (H) any other work described in Section 109(5) of the Act.
- (b) “Minor Renovations” means an owner’s work which affects the common property in connection with their lot for the following purposes
- (i) renovating any room in a lot;
  - (ii) changing recessed light fittings;
  - (iii) installing or replacing wood or other hard floors;
  - (iv) installing or replacing wiring, cabling, pipes, or ducts
  - (v) installing or replacing power or access points;
  - (vi) work involving reconfiguring walls;
  - (vii) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
  - (viii) installing a rainwater tank;
  - (ix) installing a clothesline;
  - (x) installing a reverse cycle split system air conditioner or ducted air conditioning system;
  - (xi) installing double or triple glazed windows;
  - (xii) installing a heat pump or other hot water service;
  - (xiii) installing ceiling insulation;
  - (xiv) installing an aerial, antenna, or satellite dish;
  - (xv) installing a skylight, ventilation or exhaust fan or a whirlybird directly above a lot;
  - (xvi) any other work described in Section 110(3) of the Act;

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(xvii) any other work that is not:

- (A) Cosmetic Work;
- (B) work involving structural changes;
- (C) work that changes the external appearance of a lot, including the installation of an external access ramp;
- (D) work involving waterproofing;
- (E) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
- (F) work that is authorised by a by-law made under Section 108 of the Act or a common property rights by-law;
- (G) any other work described in Section 110(7) of the Act;

but does include the work described in sub clauses (A) to (G) above.

(c) “Major Renovations” means an owner’s work which affects the common property for the following purposes:

- (i) structural changes;
- (ii) changes to the external appearance of a lot, including the installation of an external access ramp;
- (iii) waterproofing;
- (iv) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
- (v) work that is not Cosmetic Work or Minor Renovations.

**Cosmetic Work**

2. An owner may carry out Cosmetic Work without the approval of the owners corporation, and if so, must comply with the conditions contained in clauses 4 to 8.

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3. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Cosmetic Work and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

Carrying out Cosmetic Work

4. When carrying out Cosmetic Work an owner must:
- (a) do the work in a proper, timely, skilful, and workmanlike manner using materials that are suitable for the purpose for which they are used;
  - (b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;
  - (c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
  - (d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
  - (e) only perform the works at the following times:
    - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
    - (ii) all other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
  - (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
  - (g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely

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to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;

- (h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (j) subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) not use common property power or water;
- (m) pay all costs associated with the work, including any costs, fees, expenses or fines incurred by the owners corporation in relation to the work.

**Use of Cosmetic Works**

- 5. An owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) complies with applicable laws, and applicable requirements of the local council.

**Repair of any damage**

- 6. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

**Repair and maintenance**

- 7. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where

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necessary. The provisions of clause 4 apply to any work the owner carries out to comply with this clause.

**Indemnity**

- 8. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) performance of the work;
  - (b) use of the work;
  - (c) failure to comply the duty to maintain, repair, renew or replace;
  - (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) owner’s breach of any part of this by-law.

**Minor Renovations**

- 9. An owner may only carry out Minor Renovations with the approval of the owners corporation.
- 10. The owners corporation delegates its functions under Section 110 of the Act to the strata committee. In the event the owners corporation and the strata committee exercise the same function under Section 110 of the Act, the exercise of the function by the owners corporation prevails.
- 11. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Minor Renovations and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

**Application to owners corporation for approval for Minor Renovations**

- 12. Before the owners corporation considers approving Minor Renovations, an owner must make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
  - (a) the owner’s name, address and telephone number;

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- (b) the lot number connected with the works;
- (c) details of the work including plans, specifications, drawings, conditions, and notes;
- (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
- (e) an estimate of the duration and times of the work;
- (f) details of the persons carrying out the work including their name, licence number, qualification, and telephone number;
- (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
- (h) a statement that the work does not involve:
  - (i) the removal or alteration of a structural element of the building;
  - (ii) the installation, replacement or exposure of a waterproofing membrane or flashings;
  - (iii) changing the external appearance of any lot;
  - (iv) detrimentally affecting the safety of a lot, including fire systems;
- (i) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

**Determination of application for approval of Minor Renovations**

13. When determining an application made in accordance with clause 13, the owners corporation may:
- (a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
  - (b) engage a consultant to assist it to review the application;
  - (c) approve the application with some or all the conditions contained in clauses 14 to 24, or impose additional conditions;
  - (d) refuse the application, but must not act unreasonably when doing so.

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**Before Minor Renovations are carried out**

14. Before carrying out Minor Renovations an owner must:

- (a) give to the owners corporation evidence at those persons carrying out the work has:
  - (i) any requisite current licence to conduct the work;
  - (ii) contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (iii) insurance if required under Section 92 of the *Home Building Act 1989*;
  - (iv) workers compensation insurance if required by law;
  
- (b) give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
  
- (c) if the work involves:
  - (i) removing carpet or other soft floor coverings to expose underlying hard floors; or,
  - (ii) the installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation.
  
- (d) If requested by the owners corporation:
  - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not involve structural changes, such certification to be in favour of the owners corporation;
  - (ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work does not involve waterproofing, such certification to be in favour of the owners corporation;

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**Names: .....**

**Signatures.....**

**.....**

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

- (iii) give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and to include photographs of any area of the building that may be affected by the work;
- (iv) pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably.

**When Minor Renovations are being carried out**

15. When carrying out Minor Renovations an owner must:

- (a) do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (e) only perform the works at the following times:
  - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
  - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;

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- (g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
- (h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (j) subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner’s lot closed at all times while the works are being conducted;
- (k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) not use common property power or water;
- (m) give access to the owners corporation’s nominee to the lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

**After Minor Renovations are carried out**

16. After carrying out Minor Renovations an owner must:

- (a) notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) give the access to the owners corporation’s nominee to the lot to inspect the work;
- (c) notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;

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

- (d) if the work involved:
  - (i) removing carpet or other soft floor coverings to expose underlying hard floors;  
or,
  - (ii) the installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
- (e) if required by the owners corporation:
  - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work has not affected any existing waterproofing membrane or has involved waterproofing, such certification to be in favour of the owners corporation;
  - (iii) give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
  - (iv) give a post works dilapidation report prepared by the same person who prepared the report in clause 14(d)(iii).

Use of Minor Renovations

17. An owner (or other user of the work) must ensure that the use of the work following completion:
- (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) complies with applicable laws, and applicable requirements of the local council.

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Repair of any damage

- 18. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

- 19. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. An owner must also renew or replace the work where necessary. The provisions of clauses 14 to 16 apply to any work the owner carries out to comply with this clause.

Indemnity

- 20. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) performance of the work;
  - (b) use of the work;
  - (c) failure to comply the duty to maintain, repair, renew or replace;
  - (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) owner’s breach of any part of this by-law insofar as it related to Minor Renovations.

Insurance

- 21. An owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner’s behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

- 22. The owners corporation may apply any part of a bond paid by an owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.

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- 23. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by an owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

**Costs**

- 24. An owner is responsible for all costs, fees, and expenses incurred by the owners corporation in considering or granting approval, enforcing any breach of a condition of approval, and undertaking any action, matter or thing required of it in relation to a Minor Renovation.

**Major Renovations**

- 25. An owner may only conduct Major Renovations in accordance with the following conditions:
  - (a) the owners corporation must authorise the work by passing a special resolution in accordance with s.108(2) of the Act on terms which may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 1, except to the extent of any contrary provision in the authorisation;
  - (b) a by-law is made by the owners corporation under or for the purposes of s.108(5) of the Act on terms which impose upon the owner the duty to maintain the Major Renovation and may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 2;
  - (c) the by-law is registered and a recording made in the certificate of title comprising the common property.
- 26. An owner should undertake the process in clause 27 before presenting any motion referred to in clause 25 for the consideration of the owners corporation.

**Application to owners corporation for approval for Major Renovations**

- 27. An owner should make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
  - (a) the owner’s name, address and telephone number;
  - (b) the lot number connected with the works;
  - (c) details of the work including plans, specifications, drawings, conditions, and notes;
  - (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;

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- (e) an estimate of the duration and times of the work;
- (f) details of the persons carrying out the work including their name, licence number, qualification and telephone number;
- (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
- (h) motions generally in the form of Schedule 1 and 2 (with the blank parts appropriately filled in and any changes marked up);
- (i) the owner's consent to the making of the by-law;
- (j) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

**Determination of application for approval of Major Renovations**

28. When determining an application made in accordance with clause 27, an owners corporation may:
- (a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
  - (b) engage a consultant to assist it to review the application;
  - (c) approve the application in its original form, or with amendments to the motions required in clause 25;
  - (d) refuse the application, but must not act unreasonably when doing so.

**Breach of this by-law**

29. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) if the owner fails to comply with the request in sub clause (a):

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- (i) without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
- (ii) recover the costs of carrying out work referred to in this clause hereto from the owner;
- (iii) recover as a debt any amounts payable by an owner pursuant to this by-law.

**Schedule of approved Minor Renovations and Major Renovations**

30. The owners corporation must, from the date of registration of this by-law, maintain a schedule of approved Minor Renovations and Major Renovations in the form of Schedule 3 to this by law.

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**Signatures.....**

**.....**

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## SCHEDULE 1

**THAT** the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(2) of the *Strata Schemes Management Act 2015*:

1. That the owner of lot .....{INSERT LOT NUMBER} (“the owner”), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) .....{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in .....{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
  
2. That the authority referred to in paragraph 1 is given by the owners corporation:
  - (a) on the basis that the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works is the responsibility of the owner; and
  - (b) subject to a by-law being made with the consent in writing of the owner, which gives effect to the responsibility for maintenance referred to in 2(a).

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## SCHEDULE 2

THAT the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(5) of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms and have it registered:

**SPECIAL BY-LAW** ..... {INSERT NEXT SPECIAL BY-LAW NUMBER}

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot .....{INSERT LOT NUMBER} (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) .....{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in .....{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

### SCHEDULE OF CONDITIONS

4. In this schedule:
  - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
  - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) “**Lot**” means lot .....{INSERT LOT NUMBER};
  - (d) “**work**” means the work referred to in clause 1 of this by-law;

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Signatures.....

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- (e) Unless the context or subject matter otherwise indicates or requires:
  - (i) Reference to the singular includes the plural and vice versa;
  - (ii) A thing includes the whole or part of it;
  - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
  - (iv) A document includes any amendment or replacement of it;
  - (v) "Including" and similar expressions are not words of limitation;
  - (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
  - (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

**Before work is carried out**

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- 5. Before carrying out work, the owner must:
  - (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
  - (b) Give to the owners corporation evidence at those persons carrying out the work has:
    - (i) Any requisite current licence to conduct the work;
    - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
    - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
    - (iv) Workers compensation insurance if required by law;
  - (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated

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**.....**

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commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;

(d) If the work involves:

- (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or
- (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;

(e) If requested by the owners corporation:

- (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;
- (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:

- (a) Comply with any condition or requirement of any Authority;
- (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;

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- (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
  - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
  - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;

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- (k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner’s lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation’s nominee to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

**After work is carried out**

---

**7. After carrying out work, the owner must:**

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation’s nominee to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If the work involved:
  - (i) Removing carpet or other soft floor coverings to expose underlying hard floors;  
or,
  - (ii) The installation or replacement of wood or other hard floors;to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
- (e) If required by the owners corporation:

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- (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
- (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

**Use of work**

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8. The owner (or other user of the work) must ensure that the use of the work following completion:
- (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

**Repair of any damage**

---

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

**Repair and maintenance**

---

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

**Indemnity**

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

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;
  - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) Owner's breach of any part of this by-law.

**Insurance**

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12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

**Bond**

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13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

**Breach of this by-law**

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15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):

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- (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
- (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
- (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

**Costs**

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16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

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3. The strata committee may require an owner or occupier to provide evidence to prove that an animal is an Assistance Animal.

### **BY-LAW 33 - ELECTRONIC VOTING**

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1. In this by-law “**Electronic Voting**” means a vote cast on a motion at a strata committee meeting or general meeting cast by email, a voting website, or electronic application (e.g. Skype, teleconference, video conference), while participating in a meeting from a remote location.
2. This by-law applies if the owners corporation or the strata committee has made a determination to allow Electronic Voting.
3. A determination to allow Electronic Voting remains in force until revoked and may only be revoked by the owners corporation, or if the determination was made by the strata committee, by the strata committee of owners corporation.
4. The notice of a strata committee meeting or a general meeting must indicate whether Electronic Voting applies to the meeting.
5. Electronic Voting must be conducted by way of an electronic ballot.
6. The electronic ballot must contain instructions for completing the ballot, the form of the motions to be voted on, and the means of indicating the voter’s choice on the motions to be voted on.
7. The secretary must, before the meeting at which Electronic Voting is to be conducted, give each person entitled to vote:
  - (a) access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law;
  - (b) information concerning:
    - (i) how the ballot paper must be completed;
    - (ii) the deadline for submission of the ballot paper;
    - (iii) if voting is by email, the address where the ballot paper is to be returned;
    - (iv) if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary;

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- (c) access to an electronic form of declaration requiring the voter to state their name, the capacity in which they are entitled to vote, their unit entitlement, and the name and capacity of the person who gave the proxy, if the vote is a proxy vote.
8. An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.
  9. The secretary must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.
  10. As soon as practicable after the deadline for submission of the ballot paper, the secretary must:
    - (a) review all information and reports about the electronic ballot;
    - (b) reject as informal any votes that do not comply with the requirements of this by-law;
    - (c) ascertain the result of the electronic ballot;
    - (d) make a written or electronic record of the result of the electronic ballot;
    - (e) announce or publish the result of the ballot.
  11. Any person who casts a vote by way of Electronic Voting must vote in accordance with the instructions contained in the information given by the owners corporation, or the vote will be an informal vote.
  12. If Electronic Voting is carried out by means of a voting website or electronic application, the website or electronic application must provide a warning message to a person casting an informal vote that their vote is informal.
  13. If the ballot is a secret ballot, the secretary must ensure that the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

**BY-LAW 34 - ADOPTION OF COMMON PROPERTY MEMORANDUM**

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1. The Owners Corporation adopts the common property memorandum prescribed for the purposes of Section 107 of the Act, a copy of which is produced in Schedule 1.

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## SCHEDULE 1

### Common property memorandum

#### Owners corporation responsibilities for maintenance, repair or replacement

<b>1. Balcony and courtyards</b>	<ul style="list-style-type: none"> <li>(a) columns and railings</li> <li>(b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li> <li>(c) balcony ceilings (including painting)</li> <li>(d) security doors, other than those installed by an owner after registration of the strata plan</li> <li>(e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan</li> <li>(f) common wall fencing, shown as a thick line on the strata plan</li> <li>(g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land</li> <li>(h) awnings within common property outside the cubic space of a balcony or courtyard</li> <li>(i) walls of planter boxes shown by a thick line on the strata plan</li> <li>(j) that part of a tree which exists within common property</li> </ul>
<b>2. Ceiling/Roof</b>	<ul style="list-style-type: none"> <li>(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner’s responsibility)</li> <li>(b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner’s responsibility)</li> <li>(c) guttering</li> <li>(d) membranes</li> </ul>
<b>3. Electrical</b>	<ul style="list-style-type: none"> <li>(a) air conditioning systems serving more than one lot</li> <li>(b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller</li> <li>(c) fuses and fuse board in meter room</li> </ul>

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	<ul style="list-style-type: none"> <li>(d) intercom handset and wiring serving more than one lot</li> <li>(e) electrical wiring serving more than one lot</li> <li>(f) light fittings serving more than one lot</li> <li>(g) power point sockets serving more than one lot</li> <li>(h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>)</li> <li>(i) telephone, television, internet and cable wiring within common property walls</li> <li>(j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property</li> <li>(k) lifts and lift operating systems</li> </ul>
<b>4. Entrance door</b>	<ul style="list-style-type: none"> <li>(a) original door lock or its subsequent replacement</li> <li>(b) entrance door to a lot including all door furniture and automatic closer</li> <li>(c) security doors, other than those installed by an owner after registration of the strata plan</li> </ul>
<b>5. Floor</b>	<ul style="list-style-type: none"> <li>(a) original floorboards or parquetry flooring affixed to common property floors</li> <li>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</li> <li>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</li> <li>(d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</li> </ul>
<b>6. General</b>	<ul style="list-style-type: none"> <li>(a) common property walls</li> <li>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan</li> </ul>

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	<p>was registered before 1 July 1974 – refer to the registered strata plan)</p> <ul style="list-style-type: none"> <li>(c) any door in a common property wall (including all original door furniture)</li> <li>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner’s responsibility)</li> <li>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</li> <li>(f) ducting cover or structure covering a service that serves more than one lot or the common property</li> <li>(g) ducting for the purposes of carrying pipes servicing more than one lot</li> <li>(h) exhaust fans outside the lot</li> <li>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</li> <li>(j) letter boxes within common property</li> <li>(k) swimming pool and associated equipment</li> <li>(l) gym equipment</li> </ul>
<p><b>7. Parking/Garage</b></p>	<ul style="list-style-type: none"> <li>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</li> <li>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</li> <li>(c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</li> <li>(d) mesh between parking spaces, if shown by a thick line on the strata plan</li> </ul>
<p><b>8. Plumbing</b></p>	<ul style="list-style-type: none"> <li>(a) floor drain or sewer in common property</li> <li>(b) pipes within common property wall, floor or ceiling</li> <li>(c) main stopcock to unit</li> <li>(d) storm water and on-site detention systems below ground</li> </ul>

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<b>9. Windows</b>	<ul style="list-style-type: none"> <li>(a) windows in common property walls, including window furniture, sash cord and window seal</li> <li>(b) insect-screens, other than those installed by an owner after the registration of the strata plan</li> <li>(c) original lock or other lock if subsequently replacement by the owners corporation</li> </ul>
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**Lot owner responsibilities for maintenance, repair or replacement**

<b>1. Balcony and courtyards</b>	<ul style="list-style-type: none"> <li>(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan</li> <li>(b) that part of a tree within the cubic space of a lot</li> </ul>
<b>2. Ceiling/Roof</b>	<ul style="list-style-type: none"> <li>(a) false ceilings inside the lot installed by an owner after the registration of the strata plan</li> </ul>
<b>3. Electrical</b>	<ul style="list-style-type: none"> <li>(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot</li> <li>(b) fuses and fuse boards within the lot and serving only that lot</li> <li>(c) in-sink food waste disposal systems and water filtration systems</li> <li>(d) electrical wiring in non-common property walls within a lot and serving only that lot</li> <li>(e) light fittings, light switches and power point sockets within the lot serving only that lot</li> <li>(f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot</li> <li>(g) telephone, television, internet and cable service and connection sockets</li> <li>(h) intercom handsets serving one lot and associated wiring located within non-common walls</li> </ul>
<b>4. Entrance door</b>	<ul style="list-style-type: none"> <li>(a) door locks additional to the original lock (or subsequent replacement of the original lock)</li> </ul>

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	(b) keys, security cards and access passes
<b>5. Floor</b>	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquetry flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
<b>6. General</b>	(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
<b>7. Parking/Garage</b>	(a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot

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	(d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
<b>8. Plumbing</b>	(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
<b>9. Windows</b>	(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

**BY-LAW 35 - CLEANING WINDOWS AND DOORS**

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

**BY-LAW 36 - SETTLEMENT CRACKS (Special by-law 24)**

1. The lot owner shall have exclusive use or responsibility for any cracks that appear on the internal face of the walls, cornice (coving) or ceiling inside a lot for the purposes of maintaining the surfaces. Cracks may be repaired by the lot owner at the time of the next paint of the internal walls of the unit at no cost to the owners corporation.
2. Where the Executive Committee or Strata Manager engages a structural engineer to assess the cracks at the insistence of the lot owner the cost of this inspection will be paid by the lot

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owner by way of a special levy should the cracks be found to be simply settlement and or of a cosmetic nature.

**BY-LAW 37 - AIR-CONDITIONER INSTALLATION & MAINTENANCE (Special by-law 25)**

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1. Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:
  - (a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;
  - (b) the air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
  - (c) the air-conditioner must be installed in a location and in such a way that it is not readily visible from the common property or the street front or any other public areas bounding the strata scheme;
  - (d) the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
  - (e) the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
  - (f) the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
  - (g) the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
  - (h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be

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forthwith made good by the owners of the lot from which the damage results at no cost to the owners corporation;

- (i) the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- (j) the air-conditioner and all filters must be regularly cleaned by the owner;
- (k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;

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

3. **Right to Remedy Default**

If an owner or occupier of a lot fails to comply with this by-law as set out in conditions (a) to (k), then the owners corporation may;

- (i) carry out all work necessary to perform the obligation;
- (ii) enter upon any part of the parcel to carry out that work; and
- (iii) recover the costs of carrying out that work as a debt from the owner of the lot.

**Air-conditioning maintenance**

The owner of time being of each lot in the strata scheme is hereby conferred with the exclusive use and enjoyment of that part of the common property being:

- (a) the roof, wall or ground mounted air-conditioning unit and condenser servicing that owner's unit; and
- (b) all duct work, pipework, circuitry, electrical and mechanical pipes, wires, cables and ducts associated with each owner's air-conditioning unit and condenser (hereinafter called, for each individual owner "the air-conditioning system") subject to the due observance and performance by each such owner with the following conditions:
  - (i) The owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair, renewal and replacement of the air-conditioning system without expense to the owners corporation;

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- i) The owner shall bear the cost of electrical, mechanical or other maintenance, repair, cleaning or replacement or renewal of the air-conditioning system including the periodical and other electricity supply accounts of the electricity supplier authority related to or in respect of the air-conditioning system.

**BY-LAW 38 - EXCLUSIVE USE (Special by-law 26)**

---

1. The owners or occupiers for the time being of lots comprised in the Strata Plan shall be entitled to the right of exclusive use and enjoyment of the following items of common property which are attached to each and every lot:
  - (a) doors and door closers (subject to the terms of Special by-Law 23 Alterations & additions to Fire doors);
  - (b) door locks, mailbox doors & locks and window closers
  - (c) individual garage doors and motors
  - (d) storeroom doors, door closers and door handles and other locks fitted as at date of occupation certificate being issued for the building.
2. Such owners or occupiers shall be severally responsible for the property maintenance and the keeping in a stage of good and serviceable repair of each one of the above items and liable to pay for their maintenance and repair;
3. Where the owners or occupiers of those lots are liable under this by-law to pay any money either to the owners corporation or directly to any other person for or towards the maintenance or repair of such item of common property referred herein, then such money (being the actual cost incurred by the maintenance or repair for such item) shall be paid to the owners corporation or directly to that person.
4. The owners corporation shall be notified by an owner or occupier of any maintenance or repair requirements which departs from the regular maintenance and shall seek written approval from the owner's corporation, which should not be unreasonably withheld, to carry out maintenance or repair which would substantially change the Original Condition of an item.
5. In the event that the owners corporation, after inspection, decides that a particular lot has not been properly maintained or kept in a state of good and serviceable repair all or any of the above items, it shall notify such owner or occupier and allow 14 days for the maintenance or repair to be carried out. In the absence of such action at the end of such period then the owners corporation may carry out the necessary maintenance and repair and the cost thereof shall be payable by the Lot owner to the owners corporation.

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**STRATA SCHEME NO 86629**  
**ANNEXURE "B" TO CONSOLIDATION/CHANGE OF BY-LAWS**

**CONSOLIDATED BY-LAWS**

**BY-LAW 1 - DEFINITIONS AND INTERPRETATION OF BY-LAWS**

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1. In any by-law, unless the context or subject matter otherwise indicates or requires:
  - (a) "Act" means the *Strata Schemes Management Act 2015*. Any expression used in a by law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in the by-law;
  - (b) Reference to the singular includes the plural and vice versa;
  - (c) A thing includes the whole or part of it;
  - (d) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors, and assigns;
  - (e) A document includes any amendment or replacement of it;
  - (f) "Including" and similar expressions are not words of limitation;
  - (g) Headings are for convenience only and do not affect the interpretation of a by-law.
2. Where consent or approval from the owners corporation is required for the doing of anything under these by-laws, such approval or consent may be given by the strata committee unless the by-law or Act requires that such consent or approval has to be given by the owners corporation at a general meeting.
3. These by-laws do not affect any matter, act or thing done by the owners corporation, an owner or occupier in compliance with the by-laws of the scheme applicable at the relevant time and prior to the adoption of these by-laws by the owners corporation.
4. An owner or occupier who is in breach of any by-law of the scheme applicable when a matter, act or thing was done or not done by the owner or occupier before the adoption of these by laws, must rectify the breach in accordance with these by-laws.

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**Names: .....**

**Signatures.....**

**.....**

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

**BY-LAW 2 - CONSENT OF OWNERS CORPORATION AND STRATA COMMITTEE**

---

1. Any consent or approval given by the owners corporation or strata committee under these by laws may be given:
  - (a) at the absolute discretion of the owners corporation or strata committee;
  - (b) either with conditions or without conditions.
2. A consent or an approval given by the owners corporation or strata committee may be revoked if an owner does not comply with:
  - (a) the conditions of the consent or approval; or
  - (b) the by-law under which the consent or approval was given.

**BY-LAW 3 - COSTS RECOVERABLE BY THE OWNERS CORPORATION**

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1. An owner (or occupier as the case may be) must pay all costs of the owners corporation in enforcing any breach of the by-laws of the strata scheme. This clause does not limit the operation of any other by-law requiring any person to pay money to the owners corporation.
2. Any sum payable by, or an amount recoverable from, an owner of a lot to the owners corporation under these by-laws, will be recoverable as a debt due and payable by the owner to the owners corporation.
3. The debt referred to in clause 2 will:
  - (a) be due and payable at the owners corporation's direction;
  - (b) bear simple interest at the rate prescribed by Section 85 of the Act until paid if the debt remains unpaid after 1 month of being due.
4. The owner must also pay the expenses of the owners corporation in recovering any amount due to it in this or any other by-law.
5. The owners corporation may include reference to any amount outstanding in this by-law on a strata information certificate given under Section 184 of the Act in respect of a lot.

**BY-LAW 4 - SERVICE OF NOTICES AND OTHER COMMUNICATION**

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1. The owners corporation may store the strata roll and any other record required to be made or stored by the owners corporation in electronic form.

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2. A document may be served on the owner of a lot by electronic means if the owner (or any one of the owners if more than one) has given the owners corporation an e-mail address for the service of notices and the document is sent to that address. Any document, served on an owner or occupier of a lot by email in accordance with this clause is deemed to have been served and transmitted by the sender provided that the sender does not receive any electronic notification of an unsuccessful transmission.
3. The owners corporation may request that an owner provides an email address for the service of documents. Such a request must be made in writing and the owner must comply within the time stated in the notice.
4. If an owner does not comply with the notice in clause 3 and the owners corporation serves a document on the owner by means other than electronically, the owner must pay the costs of serving the document incurred by the owners corporation. The owners corporation may recover as a debt any amounts payable under this clause.
5. The strata committee may waive the requirement in clause 4 for an owner who does not have an email address.

**BY-LAW 5 - PROVISION OF AMENITIES OR SERVICES**

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1. In addition to the functions conferred or imposed on it under the Act, the owners corporation has the power to determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots or to the owners or occupiers of one or more of the lots:
  - (a) window cleaning;
  - (b) garbage disposal and recycling services;
  - (c) electricity, water or gas supply; and
  - (d) telecommunication services.
2. If the owners corporation makes a resolution referred in clause 1, it must indicate in the resolution the amount for which and the conditions on which it will provide the amenity or service.

**BY-LAW 6 - DESIGN CODE**

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1. The terms of this by-law prevail in the extent of any inconsistency with any other by-law.

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2. The owners corporation may prescribe a code (known as the Design Code) relating to certain design elements to the lots and the common property.
3. If the owners corporation prescribes a design code, then within a reasonable time, the owners corporation must deliver a copy of the Design Code to each owner. The owner must ensure that a copy of the Design Code is given to their occupier within a reasonable period of time.
4. Each owner and occupier is bound by the Design Code and must comply with its provisions.
5. An owner or occupier of a lot must comply with the Design Code when affixing or attaching any item, fixture or structure to:
  - (a) the outside of the lot;
  - (b) the common property at the lot; or
  - (c) the inside of the lot which is visible from the outside of the lot.
6. The item, fixture or structure referred to in By- Law 6, includes:
  - (a) blinds;
  - (b) awnings;
  - (c) bars or security grills on windows; and
  - (d) screens or other device to prevent entry of animals or insects.
7. The owners corporation may amend the Design Code from time to time.
8. If the owners corporation amends the Design Code, the owners corporation must deliver within a reasonable time to each owner a copy of the amendments or a revised version of the Design Code containing the amendments. The owner must ensure that a copy of the amended or revised Design Code is given to their occupier within a reasonable period of time.
9. An owner may apply to the owners corporation to amend the Design Code. An application must contain sufficient detail of the proposed amendments to enable the owners corporation to understand with reasonable certainty the nature and extent of the proposed amendments.
10. The strata committee must consider any such request for amendments.

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11. The Design Code or any amended Design Code does not apply to items, fixtures or structures affixed or attached before the date the Design Code or amended Design Code was provided to the owner.
12. If requested by an owner, the owners corporation must provide, at the reasonable cost of the owner, a copy of the current Design Code, if a copy has been previously given to the owner.

**BY-LAW 7 - COMPLIANCE WITH LAWS AND OTHER REQUIREMENTS**

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1. The owner or occupier of a lot must comply with:
  - (a) all laws and regulations applicable to the lot and the building,
  - (b) the by-laws of the strata scheme, and
  - (c) the rules of the owners corporation relating to the use, management, operation, security and enjoyment of the building.
2. The owners corporation may make rules from time to time relating to the use, management, operation, security and enjoyment of the building.
3. The owners corporation may amend or add to the rules at any time.
4. If a rule is inconsistent with any by-law or any law or regulation, the by-law, law or regulation will prevail to the extent of the inconsistency.
5. The owners corporation may:
  - (a) take reasonable action to rectify any breach or prevent further breaches of a by-law. Such action may include, but is not limited to, engaging contractors, lawyers and the managing agent; and,
  - (b) recover the costs of taking the action from owner or occupier as a debt.

**BY-LAW 8 - BUILDING MANAGER**

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1. In addition to the functions conferred or imposed on it under the Act, the owners corporation has the power to engage and enter into an agreement with a building manager to assist the owners corporation in managing and controlling the use of common property, cleaning, maintaining and repairing the common property.
2. The agreement may provide for:

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- (a) the engagement of the building manager for a term not exceeding 5 years;
- (b) the cleaning, repair, maintenance, renewal or replacement of:
- (c) the common property;
- (d) any plant and equipment in the common property; and
- (e) any personal property vested in the owners corporation;
- (f) the provision of services by the building manager to owners and occupiers; and
- (g) the rights of the building manager:
  - (i) to enter into agreements, subject to the approval of the owners corporation, with other persons for the provision of services in connection with the performance of the building manager’s duties and the exercise of the building manager’s rights under the agreement entered into under this by-law, and
  - (ii) to do anything else which the owners corporation considers is necessary or desirable having regard to the requirements of the owners corporation in connection with the control and management and of the common property, or the maintenance and repair of the common property.

**BY-LAW 9 - VEHICLES**

---

1. An owner or occupier:
  - (a) must not park or stand any motor or other vehicle on common property; and
  - (b) must not permit a motor vehicle to be parked or stand on common property;
  - (c) must not park their vehicle in any space designated for visitor parking;

except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.
2. An owner or occupier must:
  - (a) provide the owners corporation with the registration number of their motor vehicle or motorcycle before using any car space or driving over any part of the common property, it being noted that the number only has to be given once for each motor vehicle or motorcycle;

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- (b) not permit the car space forming part of that owner's or occupier's lot to be used for any purpose other than for housing registered motor vehicles and motorcycles;
- (c) ensure that any motor vehicle or motor cycle is wholly within the car space forming part of that owner's or occupier's lot.

**BY-LAW 10 - PERSONAL PROPERTY NOT TO BE STORED OR LEFT ON COMMON PROPERTY**

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- 1. An owner or occupier of a lot must not store or leave any personal property on common property.
- 2. The owners corporation may, subject to Section 125 of the Act, dispose of any personal property of an owner or occupier of a lot stored or left on common property and recover the costs of such disposal from the owner as a debt due and payable by the owner or occupier.

**BY-LAW 11 - STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES**

---

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

**BY-LAW 12 - MOVING OF FURNITURE AND BULKY ITEMS**

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- 1. An owner or occupier must ensure that no furniture or bulky items are moved through or on the common property unless at least 48 hours' prior notice has been given to the building manager or the secretary.
- 2. An owner or occupier must comply with the reasonable requirements of the building manager or the secretary in relation to moving furniture and bulky items through or on the common property, including requirements to fit an apron cover to the lift.
- 3. The owners corporation may recover from an owner, the costs of repairing any damage to common property caused by the moving of furniture or bulky items through or on the common property by the owner, their occupier or their visitor.

**BY-LAW 13 - DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY**

---

- 1. An owner or occupier must not, except with the prior written approval of the owners corporation:

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

**BY-LAW 14 - OBSTRUCTION OF COMMON PROPERTY**

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- 1. An owner or occupier must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.
- 2. An owner or occupier of a lot must not use any common property water supply or apparatus for any purpose, other than in the case of emergency, without the prior written consent of the owners corporation.

**BY-LAW 15 - DEFECTS IN COMMON PROPERTY**

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- 1. An owner or occupier must promptly notify the building manager or strata manager of any damage to common property whether pertaining to the owner or occupier's lot or not, regardless of the cause of the damage.
- 2. Where the owners corporation is responsible to repair any damage to common property, the owners corporation may recover from the owner the costs for repairing any damage that is exacerbated by the delay of the owner or occupier in notifying the building manager or the strata manager of the damage to common property. Such costs may be recoverable as a debt due and payable by the owner to the owners corporation.

**BY-LAW 16 - DAMAGE TO PROPERTY**

---

- 1. If any part of the common property is damaged due to the act or omission of:
  - (a) an owner;
  - (b) an occupier of the owner's lot; or
  - (c) a visitor to the owner's lot;the owners corporation may, recover from the owner as a debt, the costs incurred by the owners corporation in rectifying the damage.
- 2. If an act or omission of an owner or occupier of a lot or a visitor to the lot results in the attendance at the lot or building of any of the following:
  - (a) the Fire Brigade of NSW or any other fire and rescue service;

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- (b) the Police Service of NSW or any other police service;
- (c) the Ambulance Service of NSW or any other ambulance service;
- (d) any other person in connection with the provision of a utility service in or to the building including electricity, gas, telecommunications, water, plumbing, fire safety and cleaning;

and as a result of that attendance a charge is imposed on the owners corporation, the owners corporation may recover the amount of that charge from the owner as a debt due.

**BY-LAW 17 - SECURITY OF BUILDING**

---

1. An owner or occupier must not do anything which may prejudice or adversely affect the security of the building or the safety of other occupiers in the building.
2. An owner or occupier must not interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment, unless an emergency requires their use.
3. An owner or occupier must not keep fire and security doors open or propped open and must ensure that any of their visitors do not keep any fire or security door open or propped open.
4. The owners corporation has the power to restrict access:
  - (a) to common property either on a temporary basis or permanent basis in order to enhance the security of the building; and
  - (b) by security keys or other devices access to parts of the building where an owner or occupier does not own or occupy a lot or have a right of access under any by-law, common property rights by law or licence agreement.

**BY-LAW 18 - SECURITY KEYS**

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1. In these by-laws "security key" means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the building.
2. The owners corporation may provide security keys to the owners from time to time.
3. The owners corporation may charge a fee or deposit for a security key or any additional or replacement security keys.

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4. In addition to the functions conferred or imposed on it under the Act, the owners corporation has the power to:
  - (a) provide security keys to the owners from time to time;
  - (b) charge a fee or deposit for a security key or any additional or replacement security keys;
  - (c) re-code security keys;
  - (d) require an owner or occupier to promptly return their security key to the owners corporation to be re-coded;
  - (e) Restrict access to parts of the common property to which an owner or occupier does not, in the opinion of the owners corporation acting reasonably, need access; and
  - (f) make agreements with another person to exercise its functions under this by-law, including the management of the security key system.
  
5. An owner or occupier must:
  - (a) comply with the reasonable instructions of the owners corporation in relation to security keys, in particular, instructions about re-coding and returning security keys;
  - (b) return all security keys to the owners corporation if the owner or occupier is no longer in occupation of the lot for which the security keys had been issued;
  - (c) An owner must include a requirement in any lease or licence of the owner's lot that the occupier must return the security keys to the building manager or strata manager when the occupier vacates the lot.
  - (d) not duplicate or cause the security keys to be duplicated;
  - (e) take all reasonable steps not to lose security keys;
  - (f) notify the building manager or strata manager immediately if a security key is lost;
  - (g) not give a security key to any person who is not an occupier of the lot.

**BY-LAW 19 - BEHAVIOUR OF OWNERS, OCCUPIERS AND VISITORS**

---

1. When on the lot or the common property, an owner or occupier, or any visitor of an owner or occupier must not engage in any illegal activity or any activity which jeopardizes the safety and security of the building or an owner or occupier of a lot the building.

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2. When on common property, an owner or occupier or any visitor of an owner or occupier of a lot must be adequately clothed and must not at any time use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
3. An owner or occupier of a lot must take all reasonable steps to ensure that visitors of the owner or occupier:
  - (a) comply with these by-laws;
  - (b) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property;
  - (c) do not remain on the common property unsupervised except to the extent reasonably necessary for their arrival and departure;
  - (d) rectify any breach of these by-laws the visitors have committed; and
  - (e) leave or are removed from the strata scheme if they do not rectify any such breach or commit the same breach.

**BY-LAW 20 - NOISE**

---

1. An owner or occupier or any visitor of an owner or occupier, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
2. An owner must ensure that all floor space within the owner's lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupiers of another lot. This clause does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

**BY-LAW 21 - CHILDREN PLAYING ON COMMON PROPERTY**

---

1. Any child for whom an owner or occupier is responsible may only play on any area of the common property that is designated by the owners corporation for that purpose.
2. An owner or occupier must not permit any child who is under the age of 12 years and for whom the owner or occupier is responsible to remain on common property unless an adult, exercising effective control, is with the child.

**BY-LAW 22 - SMOKING**

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1. In this by-law “smoke” means smoke, hold or otherwise have control over ignited tobacco or any other product that is intended to be smoked and is ignited including the vapour exhaled by using “e-cigarettes”.
2. An owner or occupier must not or allow an invitee to:
  - (a) smoke within, on, or near the common property.
  - (b) deposit or throw on the common property any cigarette or cigar butts, matches, tobacco or other smoking paraphernalia;
  - (c) allow smoke to enter any part of the common property or another lot.
3. If a visitor of an owner or occupier breaches clause 2, the owner or occupier of a lot who invited that person breaches the by-law unless:
  - (a) he or she did not know, or could not reasonably be expected to have known, that the person was breaching clause 2; or
  - (b) upon becoming aware that the person was breaching clause 2, asked the person smoking to leave the property immediately, and the person did so.

**BY-LAW 23 - FALSE FIRE ALARM ACTIVATION**

---

1. In this by-law “lack of care” includes, without limitation, the failure of an owner or occupier to notify the fire safety service provider that the owner or occupier is carrying out works to the property or the failure to cover sensors when renovations are being carried out to prevent heat and dust from affecting the sensors.
2. In addition to the functions conferred or imposed on the owners corporation under the Act, the owners corporation shall have the power and the authority to require an owner or occupier of a lot to pay the owners corporation:
  - (a) the amount of any fee charged to the owners corporation by a fire safety service provider or NSW Fire Brigades as a result of the false activation of a fire alarm on the common property or a lot, if in the opinion of the owners corporation acting reasonably the false activation of the fire alarm arose as a result of lack of care on the part of the owner or occupier; and
  - (b) the amount of any costs or expenses reasonably incurred by the owners corporation in investigating the cause of the false activation of a fire alarm on the common property or a lot, if the owners corporation reasonably concludes as a result of this

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investigation that the false activation of the fire alarm arose as a result of lack of care on the part of the owner or occupier; and

3. The owner or occupier of a lot indemnifies the owners corporation against any liability, expense or cost arising out of the false activation of a fire alarm on the common property or a lot, if in the opinion of the owners corporation acting reasonably the false activation of the fire alarm arose as a result of lack of care on the part of the owner or occupier of the lot, including the amount of any costs or expenses reasonably incurred by the owners corporation in investigating the cause of the false activation of a fire alarm on the common property or a lot, if the owners corporation reasonably concludes as a result of this investigation that the false activation of the fire alarm arose as a result of lack of care on the part of the owner or occupier.
4. Any money payable by an owner or occupier under this by-law may be recoverable by the owners corporation as a debt.

**BY-LAW 24 - SMOKE ALARMS AND FIRE SAFETY**

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1. An owner or occupier must not do anything or permit any visitors of the owner or occupier to do anything on the lot or common property that is likely to:
  - (a) adversely affect the operation of fire safety devices in the lot;
  - (b) reduce the level of fire safety in the lot or other lots or common property;
  - (c) interfere with any smoke detector or smoke alarm installed in the lot or the building; or
  - (d) interfere with the use of any fire hydrant or any other firefighting or fire safety equipment in the building.
2. In order to ensure the safety and protection of all owners, occupiers and visitors and compliance with the *Environmental Planning and Assessment Regulation 2000*, each owner of a lot must:
  - (a) install in that lot one or more smoke alarms as required by the provisions of the *Environmental Planning and Assessment Regulation 2000* or any other relevant legislation;
  - (b) maintain and keep each smoke alarm in good and serviceable repair; and
  - (c) renew any smoke alarm when necessary, including when the smoke alarm has been damaged or is defective and when the battery in the smoke alarm has expired.

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This clause does not apply if there exists hard wired smoke alarms maintained by the owners corporation.

- 3. If an owner fails to comply with the obligations imposed under clause 2, the owners corporation may:
  - (a) enter the owner’s lot to replace any smoke alarm for the purpose of complying with the *Environmental Planning and Assessment Regulation 2000*; and
  - (b) Recover from the owner of that lot the costs incurred by the owners corporation in carrying out that work.

**BY-LAW 25 - FIRE SAFETY INSPECTIONS**

---

- 1. An owner or occupier must comply with any notice from the strata manager or building manager relating to the granting of access to a person authorised under the *Environmental Planning & Assessment Act 1979* or other relevant legislation to carry out an inspection of the lot for purposes relating to fire safety.
- 2. Each owner and occupier must comply with the notice referred to in clause 1 and allow that access to the lot to take place at the time and date in the notice. If the owner or occupier of a lot fails to give access to the lot after such notice is given and, as a result, the inspection is required to be done at another time and date, the owner of the lot must pay the costs of that subsequent inspection at the lots.

**BY-LAW 26 - WORK IN A LOT BY OWNERS CORPORATION**

---

- 1. The owners corporation may do anything on or in a lot that should have been done by an owner or occupier under these by-laws which the owner or occupier has not done.
- 2. The owners corporation must give the owner or occupier a written notice specifying that if the owner or occupier does not do the thing by a date specified in the notice then the owners corporation will enter the lot on or after that date to do the work and the owner or occupier must:
  - (a) grant access to the lot according to the notice to any person authorised by the owners corporation to do the work, and
  - (b) pay the owners corporation its proper and reasonable costs for doing the work, including costs relating to access to the lot.

**BY-LAW 27 - OCCUPANCY OF A LOT**

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1. Subject to clause 36 of the *Strata Schemes Management Regulation 2016*, an owner, lessee or occupier of a lot must not allow more than two adults to reside in each bedroom of the lot.
2. An owner, lessee or occupier of a lot must not divide or partition any part of the lot to create an additional room or space which contains a bed of any type or is intended to be used (or is used) as an area for sleeping.
3. An owner, lessee or occupier must not use a lounge room, dining room, family room, bathroom, kitchen, laundry, balcony, courtyard, or terrace area (whether or not enclosed) as a bedroom.
4. In addition to the rights conferred on the owners corporation under the Act, the owners corporation has a right to enter any lot to determine compliance by the owner, lessee or occupier with this by-law. An owner, lessee or occupier must comply with any reasonable direction of the owners corporation in this regard.
5. An owner who leases or licences their lot (or any lessee or licensee who subleases or sublicenses their lot) must:
  - (a) provide their tenant or licensee with an up-to-date copy of the by-laws;
  - (b) ensure that their tenant or licensee and their invitees comply with the by-laws;
  - (c) take all action available, including action under the lease or licence agreement (or any sublease or sub licence), to make them comply or leave the parcel.
6. An owner or occupier of a lot must not enter into any arrangement for the occupation of a lot (or any part of the lot) otherwise than under a residential tenancy agreement to which the *Residential Tenancies Act 2010* applies.
7. An owner or occupier of a lot must not advertise that the lot or any part of the lot is available for a purpose or for use in a manner contrary to clause 6.
8. An owner is liable for any damage to common property or increase in any insurance premiums caused by a breach of this by-law.
9. Any one of following shall be prima facie evidence that a lot is being used or has been used contrary to clause 6 of this by-law:
  - (a) a failure to provide notice required under Section 258 of the Act;

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- (b) a failure to provide to the owners corporation on request a copy of the lease, or documents relating to the assignment, the subject of the notice under Section 258 of the Act;
  - (c) a failure to provide to the owners corporation on request details of an environment planning instrument, or a copy of development consent, which permits use of the lot for a purpose that would otherwise contravene clause 6 of this by-law.
10. An owner, lessee or occupier of a lot must not make known publicly or advertise, whether by the owner, lessee or occupier or other person or entity (including AirBnB, Stayz, a real estate agent or other service provider) that the lot is available for a use that would contravene clauses 1 and 6 of this by-law.
11. The owner, lessee or occupier of a lot who breaches any part of this by law indemnifies the owners corporation against all costs, expenses and fees incurred by the owners corporation arising out of a breach of this by-law or of a planning law, enforcing the terms of this by-law, or rectifying any breach. The owner must pay all costs, expenses and fees to the owners corporation upon reasonable demand. Such costs may include, but are not limited to:
- (a) water, garbage, and electricity usage as a result of the additional persons sleeping in a lot;
  - (b) additional cleaning fees associated with additional persons sleeping in a lot;
  - (c) strata manager's fees;
  - (d) legal costs;
  - (e) costs incurred in complying with or responding to any notice, order or requirement of the local council or a Court relating to the use of the lot;
12. For the avoidance of doubt, the owner is responsible for all costs referred to in the previous clause in the event the lessee or occupier is unable to be located or fails to pay upon reasonable demand.
13. Any money payable by an owner, occupier or lessee under this by-law may be recoverable by the owners corporation as a debt.

**BY-LAW 28 - USE OF A LOT**

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1. An owner or occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

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2. An owner or occupier must have the prior consent of the owners corporation to do anything that might invalidate, suspend or increase the premiums for any of the owners corporation's insurance policies.
3. If the owners corporation gives consent referred to clause 2, the owners corporation may impose conditions which would include the owner or occupier reimbursing the owners corporation any increase in premiums and any other costs incurred by the owners corporation resulting from the change of use of the owner's lot.
4. An owner or occupier must give the owners corporation a copy of any requisite consents in connection with any commercial activities conducted from within the lot.

**BY-LAW 29 - APPEARANCE OF LOT**

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1. The owner or occupier of a lot must keep the lot (including any courtyard and balcony) clean and tidy.
2. The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot (including any balcony or courtyard), anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building or the Design Code.
3. An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

**BY-LAW 30 - DISPOSAL OF WASTE**

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1. In this by-law:
  - (a) "bin" includes any receptacle for waste.
  - (b) "waste" includes garbage and recyclable material.
2. An owner or occupier of a lot must not drop, throw or sweep any rubbish, dirt, dust water or any other item from any part of the lot to the lot or lots below.
3. An owner or occupier of a lot must not deposit or throw or leave on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

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4. An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
5. An owner or occupier must:
  - (a) drain and wrap securely all garbage in small parcels and:
    - (i) dispose of waste in the bins designated for the particular class of waste (e.g. recyclables and non-recyclables);
    - (ii) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste); and
  - (b) comply with the local council's recycling guidelines and the owners corporation's directions for the storage, handling, collection, recycling and disposal of waste.
6. The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling and recycling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
7. An owner or occupier must make their own arrangements for the removal of all items that do not fit the garbage bins or items that will not be collected by the local council as part of the normal garbage collection or recycling service.

#### **BY-LAW 31 - RENOVATIONS**

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1. In this by-law:
  - (a) "Cosmetic Work" means an owner's work which affects the common property in connection with their lot for the following purposes:
    - (i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls;
    - (ii) installing or replacing handrails;
    - (iii) painting;
    - (iv) filling minor holes and cracks in internal walls;
    - (v) laying carpet;

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- (vi) installing or replacing built-in wardrobes;
- (vii) installing or replacing internal blinds and curtains;
- (viii) installing any locking or other safety device for protection of a lot against intruders;
- (ix) installing any screen or other device to prevent entry of animals or insects on the lot;
- (x) installing any locking or other safety device to improve safety within a lot;
- (xi) installing any device used to affix decorative items (e.g. framed paintings) to the internal surfaces of walls in a lot;
- (xii) any other work described in Section 109(2) of the Act;

but does not include:

- (A) Minor Renovations;
  - (B) work involving structural changes;
  - (C) work that changes the external appearance of a lot, including the installation of an external access ramp;
  - (D) work that detrimentally affects the safety of a lot or common property, including fire safety systems;
  - (E) work involving waterproofing or the plumbing or exhaust system of the building;
  - (F) work involving reconfiguring walls;
  - (G) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
  - (H) any other work described in Section 109(5) of the Act.
- (b) “Minor Renovations” means an owner’s work which affects the common property in connection with their lot for the following purposes
- (i) renovating any room in a lot;

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- (ii) changing recessed light fittings;
- (iii) installing or replacing wood or other hard floors;
- (iv) installing or replacing wiring, cabling, pipes, or ducts
- (v) installing or replacing power or access points;
- (vi) work involving reconfiguring walls;
- (vii) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
- (viii) installing a rainwater tank;
- (ix) installing a clothesline;
- (x) installing a reverse cycle split system air conditioner or ducted air conditioning system;
- (xi) installing double or triple glazed windows;
- (xii) installing a heat pump or other hot water service;
- (xiii) installing ceiling insulation;
- (xiv) installing an aerial, antenna, or satellite dish;
- (xv) installing a skylight, ventilation or exhaust fan or a whirlybird directly above a lot;
- (xvi) any other work described in Section 110(3) of the Act;
- (xvii) any other work that is not:
  - (A) Cosmetic Work;
  - (B) work involving structural changes;
  - (C) work that changes the external appearance of a lot, including the installation of an external access ramp;
  - (D) work involving waterproofing;

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- (E) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
- (F) work that is authorised by a by-law made under Section 108 of the Act or a common property rights by-law;
- (G) any other work described in Section 110(7) of the Act;

but does include the work described in sub clauses (A) to (G) above.

- (c) **“Major Renovations”** means an owner’s work which affects the common property for the following purposes:
  - (i) structural changes;
  - (ii) changes to the external appearance of a lot, including the installation of an external access ramp;
  - (iii) waterproofing;
  - (iv) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
  - (v) work that is not Cosmetic Work or Minor Renovations.

**Cosmetic Work**

- 2. An owner may carry out Cosmetic Work without the approval of the owners corporation, and if so, must comply with the conditions contained in clauses 4 to 8.
- 3. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Cosmetic Work and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

**Carrying out Cosmetic Work**

- 4. When carrying out Cosmetic Work an owner must:
  - (a) do the work in a proper, timely, skilful, and workmanlike manner using materials that are suitable for the purpose for which they are used;

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- (b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (e) only perform the works at the following times:
  - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
  - (ii) all other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
- (h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;

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- (j) subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner’s lot, closed at all times while the works are being conducted;
- (k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) not use common property power or water;
- (m) pay all costs associated with the work, including any costs, fees, expenses or fines incurred by the owners corporation in relation to the work.

**Use of Cosmetic Works**

5. An owner (or other user of the work) must ensure that the use of the work following completion:
- (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) complies with applicable laws, and applicable requirements of the local council.

**Repair of any damage**

6. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

**Repair and maintenance**

7. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clause 4 apply to any work the owner carries out to comply with this clause.

**Indemnity**

8. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) performance of the work;

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- (b) use of the work;
- (c) failure to comply the duty to maintain, repair, renew or replace;
- (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;
- (e) owner's breach of any part of this by-law.

**Minor Renovations**

- 9. An owner may only carry out Minor Renovations with the approval of the owners corporation.
- 10. The owners corporation delegates its functions under Section 110 of the Act to the strata committee. In the event the owners corporation and the strata committee exercise the same function under Section 110 of the Act, the exercise of the function by the owners corporation prevails.
- 11. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Minor Renovations and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

**Application to owners corporation for approval for Minor Renovations**

- 12. Before the owners corporation considers approving Minor Renovations, an owner must make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
  - (a) the owner's name, address and telephone number;
  - (b) the lot number connected with the works;
  - (c) details of the work including plans, specifications, drawings, conditions, and notes;
  - (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
  - (e) an estimate of the duration and times of the work;
  - (f) details of the persons carrying out the work including their name, licence number, qualification, and telephone number;

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- (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
- (h) a statement that the work does not involve:
  - (i) the removal or alteration of a structural element of the building;
  - (ii) the installation, replacement or exposure of a waterproofing membrane or flashings;
  - (iii) changing the external appearance of any lot;
  - (iv) detrimentally affecting the safety of a lot, including fire systems;
- (i) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

**Determination of application for approval of Minor Renovations**

13. When determining an application made in accordance with clause 13, the owners corporation may:
- (a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
  - (b) engage a consultant to assist it to review the application;
  - (c) approve the application with some or all the conditions contained in clauses 14 to 24, or impose additional conditions;
  - (d) refuse the application, but must not act unreasonably when doing so.

**Before Minor Renovations are carried out**

14. Before carrying out Minor Renovations an owner must:
- (a) give to the owners corporation evidence at those persons carrying out the work has:
    - (i) any requisite current licence to conduct the work;

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- (ii) contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (iii) insurance if required under Section 92 of the *Home Building Act 1989*;
  - (iv) workers compensation insurance if required by law;
- (b) give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (c) if the work involves:
- (i) removing carpet or other soft floor coverings to expose underlying hard floors; or,
  - (ii) the installation or replacement of wood or other hard floors;
- to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation.
- (d) If requested by the owners corporation:
- (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not involve structural changes, such certification to be in favour of the owners corporation;
  - (ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work does not involve waterproofing, such certification to be in favour of the owners corporation;
  - (iii) give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and to include photographs of any area of the building that may be affected by the work;

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- (iv) pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably.

When Minor Renovations are being carried out

15. When carrying out Minor Renovations an owner must:

- (a) do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (e) only perform the works at the following times:
  - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
  - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely

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to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;

- (h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (j) subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner’s lot closed at all times while the works are being conducted;
- (k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) not use common property power or water;
- (m) give access to the owners corporation’s nominee to the lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

**After Minor Renovations are carried out**

16. After carrying out Minor Renovations an owner must:

- (a) notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) give the access to the owners corporation’s nominee to the lot to inspect the work;
- (c) notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) if the work involved:
  - (i) removing carpet or other soft floor coverings to expose underlying hard floors; or,

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- (ii) the installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

- (e) if required by the owners corporation:

- (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;

- (ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work has not affected any existing waterproofing membrane or has involved waterproofing, such certification to be in favour of the owners corporation;

- (iii) give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

- (iv) give a post works dilapidation report prepared by the same person who prepared the report in clause 14(d)(iii).

**Use of Minor Renovations**

17. An owner (or other user of the work) must ensure that the use of the work following completion:

- (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;

- (b) complies with applicable laws, and applicable requirements of the local council.

**Repair of any damage**

18. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

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**Names:.....**

**Signatures.....**

**.....**

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

**Repair and maintenance**

- 19. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. An owner must also renew or replace the work where necessary. The provisions of clauses 14 to 16 apply to any work the owner carries out to comply with this clause.

**Indemnity**

- 20. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) performance of the work;
  - (b) use of the work;
  - (c) failure to comply the duty to maintain, repair, renew or replace;
  - (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) owner’s breach of any part of this by-law insofar as it related to Minor Renovations.

**Insurance**

- 21. An owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner’s behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

**Bond**

- 22. The owners corporation may apply any part of a bond paid by an owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
- 23. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by an owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

**Costs**

**This is page 85 of a total of 109 pages and is Annexure “B” to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 86629 was affixed on the 21<sup>st</sup> day of August 2017 in the presence of:**

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**Signatures.....**

**.....**

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24. An owner is responsible for all costs, fees, and expenses incurred by the owners corporation in considering or granting approval, enforcing any breach of a condition of approval, and undertaking any action, matter or thing required of it in relation to a Minor Renovation.

**Major Renovations**

25. An owner may only conduct Major Renovations in accordance with the following conditions:
- (a) the owners corporation must authorise the work by passing a special resolution in accordance with s.108(2) of the Act on terms which may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 1, except to the extent of any contrary provision in the authorisation;
  - (b) a by-law is made by the owners corporation under or for the purposes of s.108(5) of the Act on terms which impose upon the owner the duty to maintain the Major Renovation and may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 2;
  - (c) the by-law is registered and a recording made in the certificate of title comprising the common property.
26. An owner should undertake the process in clause 27 before presenting any motion referred to in clause 25 for the consideration of the owners corporation.

**Application to owners corporation for approval for Major Renovations**

27. An owner should make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
- (a) the owner’s name, address and telephone number;
  - (b) the lot number connected with the works;
  - (c) details of the work including plans, specifications, drawings, conditions, and notes;
  - (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
  - (e) an estimate of the duration and times of the work;
  - (f) details of the persons carrying out the work including their name, licence number, qualification and telephone number;

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- (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
- (h) motions generally in the form of Schedule 1 and 2 (with the blank parts appropriately filled in and any changes marked up);
- (i) the owner’s consent to the making of the by-law;
- (j) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

**Determination of application for approval of Major Renovations**

28. When determining an application made in accordance with clause 27, an owners corporation may:
- (a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
  - (b) engage a consultant to assist it to review the application;
  - (c) approve the application in its original form, or with amendments to the motions required in clause 25;
  - (d) refuse the application, but must not act unreasonably when doing so.

**Breach of this by-law**

29. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) if the owner fails to comply with the request in sub clause (a):
    - (i) without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) recover the costs of carrying out work referred to in this clause hereto from the owner;

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(iii) recover as a debt any amounts payable by an owner pursuant to this by-law.

**Schedule of approved Minor Renovations and Major Renovations**

30. The owners corporation must, from the date of registration of this by-law, maintain a schedule of approved Minor Renovations and Major Renovations in the form of Schedule 3 to this by law.

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**Signatures.....**

**.....**

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## SCHEDULE 1

**THAT** the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(2) of the *Strata Schemes Management Act 2015*:

1. That the owner of lot .....{INSERT LOT NUMBER} ("the owner"), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) .....{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in .....{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
  
2. That the authority referred to in paragraph 1 is given by the owners corporation:
  - (a) on the basis that the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works is the responsibility of the owner; and
  - (b) subject to a by-law being made with the consent in writing of the owner, which gives effect to the responsibility for maintenance referred to in 2(a).

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**Signatures.....**

**.....**

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## SCHEDULE 2

**THAT** the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(5) of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms and have it registered:

**SPECIAL BY-LAW** ..... {INSERT NEXT SPECIAL BY-LAW NUMBER}

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot .....{INSERT LOT NUMBER} (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) .....{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in .....{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

### SCHEDULE OF CONDITIONS

4. In this schedule:
  - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
  - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) “**Lot**” means lot .....{INSERT LOT NUMBER};
  - (d) “**work**” means the work referred to in clause 1 of this by-law;

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**Names:**.....

**Signatures**.....

.....

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- (e) Unless the context or subject matter otherwise indicates or requires:
  - (i) Reference to the singular includes the plural and vice versa;
  - (ii) A thing includes the whole or part of it;
  - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
  - (iv) A document includes any amendment or replacement of it;
  - (v) "Including" and similar expressions are not words of limitation;
  - (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
  - (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

**Before work is carried out**

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- 5. Before carrying out work, the owner must:
  - (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
  - (b) Give to the owners corporation evidence at those persons carrying out the work has:
    - (i) Any requisite current licence to conduct the work;
    - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
    - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
    - (iv) Workers compensation insurance if required by law;
  - (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated

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**.....**

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commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;

(d) If the work involves:

- (i) Removing carpet or other soft floor coverings to expose underlying hard floors;  
or
- (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;

(e) If requested by the owners corporation:

- (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;
- (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:

- (a) Comply with any condition or requirement of any Authority;
- (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;

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- (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
  - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
  - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;

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- (k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner’s lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation’s nominee to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

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7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation’s nominee to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If the work involved:
  - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
  - (ii) The installation or replacement of wood or other hard floors;to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
- (e) If required by the owners corporation:

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

- (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
- (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

**Use of work**

---

8. The owner (or other user of the work) must ensure that the use of the work following completion:
- (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

**Repair of any damage**

---

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

**Repair and maintenance**

---

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

**Indemnity**

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11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;
  - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) Owner’s breach of any part of this by-law.

**Insurance**

---

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner’s behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

**Bond**

---

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

**Breach of this by-law**

---

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):

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- (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
- (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
- (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

**Costs**

---

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

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- 3. The strata committee may require an owner or occupier to provide evidence to prove that an animal is an Assistance Animal.

**BY-LAW 33 - ELECTRONIC VOTING**

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- 1. In this by-law “**Electronic Voting**” means a vote cast on a motion at a strata committee meeting or general meeting cast by email, a voting website, or electronic application (e.g. Skype, teleconference, video conference), while participating in a meeting from a remote location.
- 2. This by-law applies if the owners corporation or the strata committee has made a determination to allow Electronic Voting.
- 3. A determination to allow Electronic Voting remains in force until revoked and may only be revoked by the owners corporation, or if the determination was made by the strata committee, by the strata committee of owners corporation.
- 4. The notice of a strata committee meeting or a general meeting must indicate whether Electronic Voting applies to the meeting.
- 5. Electronic Voting must be conducted by way of an electronic ballot.
- 6. The electronic ballot must contain instructions for completing the ballot, the form of the motions to be voted on, and the means of indicating the voter’s choice on the motions to be voted on.
- 7. The secretary must, before the meeting at which Electronic Voting is to be conducted, give each person entitled to vote:
  - (a) access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law;
  - (b) information concerning:
    - (i) how the ballot paper must be completed;
    - (ii) the deadline for submission of the ballot paper;
    - (iii) if voting is by email, the address where the ballot paper is to be returned;
    - (iv) if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary;

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**Signatures**.....

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- (c) access to an electronic form of declaration requiring the voter to state their name, the capacity in which they are entitled to vote, their unit entitlement, and the name and capacity of the person who gave the proxy, if the vote is a proxy vote.
- 8. An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.
- 9. The secretary must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.
- 10. As soon as practicable after the deadline for submission of the ballot paper, the secretary must:
  - (a) review all information and reports about the electronic ballot;
  - (b) reject as informal any votes that do not comply with the requirements of this by-law;
  - (c) ascertain the result of the electronic ballot;
  - (d) make a written or electronic record of the result of the electronic ballot;
  - (e) announce or publish the result of the ballot.
- 11. Any person who casts a vote by way of Electronic Voting must vote in accordance with the instructions contained in the information given by the owners corporation, or the vote will be an informal vote.
- 12. If Electronic Voting is carried out by means of a voting website or electronic application, the website or electronic application must provide a warning message to a person casting an informal vote that their vote is informal.
- 13. If the ballot is a secret ballot, the secretary must ensure that the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

**BY-LAW 34 - ADOPTION OF COMMON PROPERTY MEMORANDUM**

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- 1. The Owners Corporation adopts the common property memorandum prescribed for the purposes of Section 107 of the Act, a copy of which is produced in Schedule 1.

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**Signatures.....**

**.....**  
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## SCHEDULE 1

### Common property memorandum

#### Owners corporation responsibilities for maintenance, repair or replacement

<b>1. Balcony and courtyards</b>	<ul style="list-style-type: none"> <li>(a) columns and railings</li> <li>(b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li> <li>(c) balcony ceilings (including painting)</li> <li>(d) security doors, other than those installed by an owner after registration of the strata plan</li> <li>(e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan</li> <li>(f) common wall fencing, shown as a thick line on the strata plan</li> <li>(g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land</li> <li>(h) awnings within common property outside the cubic space of a balcony or courtyard</li> <li>(i) walls of planter boxes shown by a thick line on the strata plan</li> <li>(j) that part of a tree which exists within common property</li> </ul>
<b>2. Ceiling/Roof</b>	<ul style="list-style-type: none"> <li>(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner’s responsibility)</li> <li>(b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner’s responsibility)</li> <li>(c) guttering</li> <li>(d) membranes</li> </ul>
<b>3. Electrical</b>	<ul style="list-style-type: none"> <li>(a) air conditioning systems serving more than one lot</li> <li>(b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller</li> <li>(c) fuses and fuse board in meter room</li> </ul>

This is page 101 of a total of 109 pages and is Annexure “B” to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 86629 was affixed on the 21<sup>st</sup> day of August 2017 in the presence of:

Names: .....

Signatures.....

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

	<ul style="list-style-type: none"> <li>(d) intercom handset and wiring serving more than one lot</li> <li>(e) electrical wiring serving more than one lot</li> <li>(f) light fittings serving more than one lot</li> <li>(g) power point sockets serving more than one lot</li> <li>(h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>)</li> <li>(i) telephone, television, internet and cable wiring within common property walls</li> <li>(j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property</li> <li>(k) lifts and lift operating systems</li> </ul>
<b>4. Entrance door</b>	<ul style="list-style-type: none"> <li>(a) original door lock or its subsequent replacement</li> <li>(b) entrance door to a lot including all door furniture and automatic closer</li> <li>(c) security doors, other than those installed by an owner after registration of the strata plan</li> </ul>
<b>5. Floor</b>	<ul style="list-style-type: none"> <li>(a) original floorboards or parquetry flooring affixed to common property floors</li> <li>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</li> <li>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</li> <li>(d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</li> </ul>
<b>6. General</b>	<ul style="list-style-type: none"> <li>(a) common property walls</li> <li>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan</li> </ul>

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	<p>was registered before 1 July 1974 – refer to the registered strata plan)</p> <ul style="list-style-type: none"> <li>(c) any door in a common property wall (including all original door furniture)</li> <li>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner’s responsibility)</li> <li>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</li> <li>(f) ducting cover or structure covering a service that serves more than one lot or the common property</li> <li>(g) ducting for the purposes of carrying pipes servicing more than one lot</li> <li>(h) exhaust fans outside the lot</li> <li>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</li> <li>(j) letter boxes within common property</li> <li>(k) swimming pool and associated equipment</li> <li>(l) gym equipment</li> </ul>
<p><b>7. Parking/Garage</b></p>	<ul style="list-style-type: none"> <li>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</li> <li>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</li> <li>(c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</li> <li>(d) mesh between parking spaces, if shown by a thick line on the strata plan</li> </ul>
<p><b>8. Plumbing</b></p>	<ul style="list-style-type: none"> <li>(a) floor drain or sewer in common property</li> <li>(b) pipes within common property wall, floor or ceiling</li> <li>(c) main stopcock to unit</li> <li>(d) storm water and on-site detention systems below ground</li> </ul>

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<b>9. Windows</b>	<ul style="list-style-type: none"> <li>(a) windows in common property walls, including window furniture, sash cord and window seal</li> <li>(b) insect-screens, other than those installed by an owner after the registration of the strata plan</li> <li>(c) original lock or other lock if subsequently replacement by the owners corporation</li> </ul>
-------------------	--

**Lot owner responsibilities for maintenance, repair or replacement**

<b>1. Balcony and courtyards</b>	<ul style="list-style-type: none"> <li>(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan</li> <li>(b) that part of a tree within the cubic space of a lot</li> </ul>
<b>2. Ceiling/Roof</b>	<ul style="list-style-type: none"> <li>(a) false ceilings inside the lot installed by an owner after the registration of the strata plan</li> </ul>
<b>3. Electrical</b>	<ul style="list-style-type: none"> <li>(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot</li> <li>(b) fuses and fuse boards within the lot and serving only that lot</li> <li>(c) in-sink food waste disposal systems and water filtration systems</li> <li>(d) electrical wiring in non-common property walls within a lot and serving only that lot</li> <li>(e) light fittings, light switches and power point sockets within the lot serving only that lot</li> <li>(f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot</li> <li>(g) telephone, television, internet and cable service and connection sockets</li> <li>(h) intercom handsets serving one lot and associated wiring located within non-common walls</li> </ul>
<b>4. Entrance door</b>	<ul style="list-style-type: none"> <li>(a) door locks additional to the original lock (or subsequent replacement of the original lock)</li> </ul>

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	(b) keys, security cards and access passes
<b>5. Floor</b>	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquetry flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
<b>6. General</b>	(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
<b>7. Parking/Garage</b>	(a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot

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	(d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
<b>8. Plumbing</b>	(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
<b>9. Windows</b>	(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

**BY-LAW 35 - CLEANING WINDOWS AND DOORS**

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

**BY-LAW 36 - SETTLEMENT CRACKS (Special by-law 24)**

1. The lot owner shall have exclusive use or responsibility for any cracks that appear on the internal face of the walls, cornice (coving) or ceiling inside a lot for the purposes of maintaining the surfaces. Cracks may be repaired by the lot owner at the time of the next paint of the internal walls of the unit at no cost to the owners corporation.
2. Where the Executive Committee or Strata Manager engages a structural engineer to assess the cracks at the insistence of the lot owner the cost of this inspection will be paid by the lot

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owner by way of a special levy should the cracks be found to be simply settlement and or of a cosmetic nature.

**BY-LAW 37 - AIR-CONDITIONER INSTALLATION & MAINTENANCE (Special by-law 25)**

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1. Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:
  - (a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;
  - (b) the air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
  - (c) the air-conditioner must be installed in a location and in such a way that it is not readily visible from the common property or the street front or any other public areas bounding the strata scheme;
  - (d) the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
  - (e) the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
  - (f) the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
  - (g) the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
  - (h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be

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**Signatures.....**

**.....**

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forthwith made good by the owners of the lot from which the damage results at no cost to the owners corporation;

- (i) the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- (j) the air-conditioner and all filters must be regularly cleaned by the owner;
- (k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;

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

3. Right to Remedy Default

If an owner or occupier of a lot fails to comply with this by-law as set out in conditions (a) to (k), then the owners corporation may;

- (i) carry out all work necessary to perform the obligation;
- (ii) enter upon any part of the parcel to carry out that work; and
- (iii) recover the costs of carrying out that work as a debt from the owner of the lot.

**Air-conditioning maintenance**

The owner of time being of each lot in the strata scheme is hereby conferred with the exclusive use and enjoyment of that part of the common property being:

- (a) the roof, wall or ground mounted air-conditioning unit and condenser servicing that owner's unit; and
- (b) all duct work, pipework, circuitry, electrical and mechanical pipes, wires, cables and ducts associated with each owner's air-conditioning unit and condenser (hereinafter called, for each individual owner "the air-conditioning system") subject to the due observance and performance by each such owner with the following conditions:
  - (i) The owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair, renewal and replacement of the air-conditioning system without expense to the owners corporation;

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**Names:** .....

**Signatures**.....

.....

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

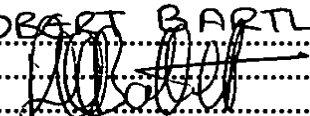
- i) The owner shall bear the cost of electrical, mechanical or other maintenance, repair, cleaning or replacement or renewal of the air-conditioning system including the periodical and other electricity supply accounts of the electricity supplier authority related to or in respect of the air-conditioning system.

**BY-LAW 38 - EXCLUSIVE USE (Special by-law 26)**

---

1. The owners or occupiers for the time being of lots comprised in the Strata Plan shall be entitled to the right of exclusive use and enjoyment of the following items of common property which are attached to each and every lot:
  - (a) doors and door closers (subject to the terms of Special by-Law 23 Alterations & additions to Fire doors);
  - (b) door locks, mailbox doors & locks and window closers
  - (c) individual garage doors and motors
  - (d) storeroom doors, door closers and door handles and other locks fitted as at date of occupation certificate being issued for the building.
2. Such owners or occupiers shall be severally responsible for the property maintenance and the keeping in a stage of good and serviceable repair of each one of the above items and liable to pay for their maintenance and repair;
3. Where the owners or occupiers of those lots are liable under this by-law to pay any money either to the owners corporation or directly to any other person for or towards the maintenance or repair of such item of common property referred herein, then such money (being the actual cost incurred by the maintenance or repair for such item) shall be paid to the owners corporation or directly to that person.
4. The owners corporation shall be notified by an owner or occupier of any maintenance or repair requirements which departs from the regular maintenance and shall seek written approval from the owner's corporation, which should not be unreasonably withheld, to carry out maintenance or repair which would substantially change the Original Condition of an item.
5. In the event that the owners corporation, after inspection, decides that a particular lot has not been properly maintained or kept in a state of good and serviceable repair all or any of the above items, it shall notify such owner or occupier and allow 14 days for the maintenance or repair to be carried out. In the absence of such action at the end of such period then the owners corporation may carry out the necessary maintenance and repair and the cost thereof shall be payable by the Lot owner to the owners corporation.

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Names: ROBERT BARTLETT  
 Signatures: 

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



**FILM WITH**  
**AM702585**

**Approved Form 10**

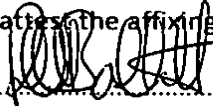
**Certificate re Initial Period**

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 COMMON SEAL** by **THE OWNERS** - )  
**STRATA PLAN NO. 86629** was hereunto affixed )  
on the 21<sup>st</sup> day of August 2017 in the presence )  
of )  
being the person(s) authorised by Section 273 )  
of the *Strata Schemes Management Act 2015* )  
to attest the affixing of the seal: )

  
.....

**ROBERT BARTLETT**  
.....  
*Print name*



111

---

**Lodger Details**

Lodger Code 506562H  
Name STRATA SPECIALIST LAWYERS  
Address PO BOX 515  
ROSE BAY 2029  
Lodger Box 1W  
Email COLINCUNIO@STRATASPECIALISTLAWYERS.COM.AU  
Reference 2720

Land Registry Document Identification

AR263925

STAMP DUTY:

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**Consolidation/Change of By-laws**

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**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.

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Land Title Reference	Part Land Affected?	Land Description
CP/SP86629	N	

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**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP86629  
Other legal entity

---

**Meeting Date**

02/06/2021

---

**Added by-law No.**

**Details** N/A

**Amended by-law No.**

**Details** 32

**Repealed by-law No.**

**Details** N/A

---

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

**Attachment**

**See attached** Conditions and Provisions

**See attached** Approved forms

---

**Execution**

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

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

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

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

**Executed on behalf of** THE OWNERS - STRATA PLAN NO. SP86629

**Signer Name** COLIN CUNIO

**Signer Organisation** COLIN CUNIO SOLICITORS PTY. LTD.

**Signer Role** PRACTITIONER CERTIFIER

**Execution Date** 22/07/2021

---



STRATA | SPECIALIST | LAWYERS

## **THE OWNERS – STRATA PLAN NO 86629**

### **CONSOLIDATED BY-LAWS**

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## **BY-LAW 1 - DEFINITIONS AND INTERPRETATION OF BY-LAWS**

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1. In any by-law, unless the context or subject matter otherwise indicates or requires:
  - (a) “**Act**” means the *Strata Schemes Management Act 2015*. Any expression used in a by law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in the by-law;
  - (b) Reference to the singular includes the plural and vice versa;
  - (c) A thing includes the whole or part of it;
  - (d) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors, and assigns;
  - (e) A document includes any amendment or replacement of it;
  - (f) “Including” and similar expressions are not words of limitation;
  - (g) Headings are for convenience only and do not affect the interpretation of a by-law.
2. Where consent or approval from the owners corporation is required for the doing of anything under these by-laws, such approval or consent may be given by the strata committee unless the by-law or Act requires that such consent or approval has to be given by the owners corporation at a general meeting.
3. These by-laws do not affect any matter, act or thing done by the owners corporation, an owner or occupier in compliance with the by-laws of the scheme applicable at the relevant time and prior to the adoption of these by-laws by the owners corporation.
4. An owner or occupier who is in breach of any by-law of the scheme applicable when a matter, act or thing was done or not done by the owner or occupier before the adoption of these by laws, must rectify the breach in accordance with these by-laws.

## **BY-LAW 2 - CONSENT OF OWNERS CORPORATION AND STRATA COMMITTEE**

---

1. Any consent or approval given by the owners corporation or strata committee under these by laws may be given:
  - (a) at the absolute discretion of the owners corporation or strata committee;
  - (b) either with conditions or without conditions.
2. A consent or an approval given by the owners corporation or strata committee may be revoked if an owner does not comply with:
  - (a) the conditions of the consent or approval; or
  - (b) the by-law under which the consent or approval was given.

### **BY-LAW 3 - COSTS RECOVERABLE BY THE OWNERS CORPORATION**

---

1. An owner (or occupier as the case may be) must pay all costs of the owners corporation in enforcing any breach of the by-laws of the strata scheme. This clause does not limit the operation of any other by-law requiring any person to pay money to the owners corporation.
2. Any sum payable by, or an amount recoverable from, an owner of a lot to the owners corporation under these by-laws, will be recoverable as a debt due and payable by the owner to the owners corporation.
3. The debt referred to in clause 2 will:
  - (a) be due and payable at the owners corporation's direction;
  - (b) bear simple interest at the rate prescribed by Section 85 of the Act until paid if the debt remains unpaid after 1 month of being due.
4. The owner must also pay the expenses of the owners corporation in recovering any amount due to it in this or any other by-law.
5. The owners corporation may include reference to any amount outstanding in this by-law on a strata information certificate given under Section 184 of the Act in respect of a lot.

### **BY-LAW 4 - SERVICE OF NOTICES AND OTHER COMMUNICATION**

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1. The owners corporation may store the strata roll and any other record required to be made or stored by the owners corporation in electronic form.
2. A document may be served on the owner of a lot by electronic means if the owner (or any one of the owners if more than one) has given the owners corporation an e-mail address for the service of notices and the document is sent to that address. Any document, served on an owner or occupier of a lot by email in accordance with this clause is deemed to have been served and transmitted by the sender provided that the sender does not receive any electronic notification of an unsuccessful transmission.
3. The owners corporation may request that an owner provides an email address for the service of documents. Such a request must be made in writing and the owner must comply within the time stated in the notice.
4. If an owner does not comply with the notice in clause 3 and the owners corporation serves a document on the owner by means other than electronically, the owner must pay the costs of serving the document incurred by the owners corporation. The owners corporation may recover as a debt any amounts payable under this clause.
5. The strata committee may waive the requirement in clause 4 for an owner who does not have an email address.

### **BY-LAW 5 - PROVISION OF AMENITIES OR SERVICES**

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1. In addition to the functions conferred or imposed on it under the Act, the owners corporation has the power to determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots or to the owners or occupiers of one or more of the lots:

- (a) window cleaning;
  - (b) garbage disposal and recycling services;
  - (c) electricity, water or gas supply; and
  - (d) telecommunication services.
2. If the owners corporation makes a resolution referred in clause 1, it must indicate in the resolution the amount for which and the conditions on which it will provide the amenity or service.

#### **BY-LAW 6 - DESIGN CODE**

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1. The terms of this by-law prevail in the extent of any inconsistency with any other by-law.
2. The owners corporation may prescribe a code (known as the Design Code) relating to certain design elements to the lots and the common property.
3. If the owners corporation prescribes a design code, then within a reasonable time, the owners corporation must deliver a copy of the Design Code to each owner. The owner must ensure that a copy of the Design Code is given to their occupier within a reasonable period of time.
4. Each owner and occupier is bound by the Design Code and must comply with its provisions.
5. An owner or occupier of a lot must comply with the Design Code when affixing or attaching any item, fixture or structure to:
  - (a) the outside of the lot;
  - (b) the common property at the lot; or
  - (c) the inside of the lot which is visible from the outside of the lot.
6. The item, fixture or structure referred to in By- Law 6, includes:
  - (a) blinds;
  - (b) awnings;
  - (c) bars or security grills on windows; and
  - (d) screens or other device to prevent entry of animals or insects.
7. The owners corporation may amend the Design Code from time to time.
8. If the owners corporation amends the Design Code, the owners corporation must deliver within a reasonable time to each owner a copy of the amendments or a revised version of the Design Code containing the amendments. The owner must ensure that a copy of the amended or revised Design Code is given to their occupier within a reasonable period of time.

9. An owner may apply to the owners corporation to amend the Design Code. An application must contain sufficient detail of the proposed amendments to enable the owners corporation to understand with reasonable certainty the nature and extent of the proposed amendments.
10. The strata committee must consider any such request for amendments.
11. The Design Code or any amended Design Code does not apply to items, fixtures or structures affixed or attached before the date the Design Code or amended Design Code was provided to the owner.
12. If requested by an owner, the owners corporation must provide, at the reasonable cost of the owner, a copy of the current Design Code, if a copy has been previously given to the owner.

#### **BY-LAW 7 - COMPLIANCE WITH LAWS AND OTHER REQUIREMENTS**

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1. The owner or occupier of a lot must comply with:
  - (a) all laws and regulations applicable to the lot and the building,
  - (b) the by-laws of the strata scheme, and
  - (c) the rules of the owners corporation relating to the use, management, operation, security and enjoyment of the building.
2. The owners corporation may make rules from time to time relating to the use, management, operation, security and enjoyment of the building.
3. The owners corporation may amend or add to the rules at any time.
4. If a rule is inconsistent with any by-law or any law or regulation, the by-law, law or regulation will prevail to the extent of the inconsistency.
5. The owners corporation may:
  - (a) take reasonable action to rectify any breach or prevent further breaches of a by-law. Such action may include, but is not limited to, engaging contractors, lawyers and the managing agent; and,
  - (b) recover the costs of taking the action from owner or occupier as a debt.

#### **BY-LAW 8 - BUILDING MANAGER**

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1. In addition to the functions conferred or imposed on it under the Act, the owners corporation has the power to engage and enter into an agreement with a building manager to assist the owners corporation in managing and controlling the use of common property, cleaning, maintaining and repairing the common property.
2. The agreement may provide for:
  - (a) the engagement of the building manager for a term not exceeding 5 years;

- (b) the cleaning, repair, maintenance, renewal or replacement of:
- (c) the common property;
- (d) any plant and equipment in the common property; and
- (e) any personal property vested in the owners corporation;
- (f) the provision of services by the building manager to owners and occupiers; and
- (g) the rights of the building manager:
  - (i) to enter into agreements, subject to the approval of the owners corporation, with other persons for the provision of services in connection with the performance of the building manager's duties and the exercise of the building manager's rights under the agreement entered into under this by-law, and
  - (ii) to do anything else which the owners corporation considers is necessary or desirable having regard to the requirements of the owners corporation in connection with the control and management and of the common property, or the maintenance and repair of the common property.

#### **BY-LAW 9 - VEHICLES**

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1. An owner or occupier:
  - (a) must not park or stand any motor or other vehicle on common property; and
  - (b) must not permit a motor vehicle to be parked or stand on common property;
  - (c) must not park their vehicle in any space designated for visitor parking;

except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.
2. An owner or occupier must:
  - (a) provide the owners corporation with the registration number of their motor vehicle or motorcycle before using any car space or driving over any part of the common property, it being noted that the number only has to be given once for each motor vehicle or motorcycle;
  - (b) not permit the car space forming part of that owner's or occupier's lot to be used for any purpose other than for housing registered motor vehicles and motorcycles;
  - (c) ensure that any motor vehicle or motor cycle is wholly within the car space forming part of that owner's or occupier's lot.

#### **BY-LAW 10 - PERSONAL PROPERTY NOT TO BE STORED OR LEFT ON COMMON PROPERTY**

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1. An owner or occupier of a lot must not store or leave any personal property on common property.

2. The owners corporation may, subject to Section 125 of the Act, dispose of any personal property of an owner or occupier of a lot stored or left on common property and recover the costs of such disposal from the owner as a debt due and payable by the owner or occupier.

#### **BY-LAW 11 - STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES**

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

#### **BY-LAW 12 - MOVING OF FURNITURE AND BULKY ITEMS**

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1. An owner or occupier must ensure that no furniture or bulky items are moved through or on the common property unless at least 48 hours' prior notice has been given to the building manager or the secretary.
2. An owner or occupier must comply with the reasonable requirements of the building manager or the secretary in relation to moving furniture and bulky items through or on the common property, including requirements to fit an apron cover to the lift.
3. The owners corporation may recover from an owner, the costs of repairing any damage to common property caused by the moving of furniture or bulky items through or on the common property by the owner, their occupier or their visitor.

#### **BY-LAW 13 - DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY**

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1. An owner or occupier must not, except with the prior written approval of the owners corporation:
  - (a) damage any lawn, garden, tree, shrub, plant, or flower being part of or situated on common property, or
  - (b) use for their own purposes as a garden, any part of the common property.

#### **BY-LAW 14 - OBSTRUCTION OF COMMON PROPERTY**

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1. An owner or occupier must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.
2. An owner or occupier of a lot must not use any common property water supply or apparatus for any purpose, other than in the case of emergency, without the prior written consent of the owners corporation.

#### **BY-LAW 15 - DEFECTS IN COMMON PROPERTY**

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1. An owner or occupier must promptly notify the building manager or strata manager of any damage to common property whether pertaining to the owner or occupier's lot or not, regardless of the cause of the damage.

2. Where the owners corporation is responsible to repair any damage to common property, the owners corporation may recover from the owner the costs for repairing any damage that is exacerbated by the delay of the owner or occupier in notifying the building manager or the strata manager of the damage to common property. Such costs may be recoverable as a debt due and payable by the owner to the owners corporation.

#### **BY-LAW 16 - DAMAGE TO PROPERTY**

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1. If any part of the common property is damaged due to the act or omission of:
  - (a) an owner;
  - (b) an occupier of the owner's lot; or
  - (c) a visitor to the owner's lot;the owners corporation may, recover from the owner as a debt, the costs incurred by the owners corporation in rectifying the damage.
2. If an act or omission of an owner or occupier of a lot or a visitor to the lot results in the attendance at the lot or building of any of the following:
  - (a) the Fire Brigade of NSW or any other fire and rescue service;
  - (b) the Police Service of NSW or any other police service;
  - (c) the Ambulance Service of NSW or any other ambulance service;
  - (d) any other person in connection with the provision of a utility service in or to the building including electricity, gas, telecommunications, water, plumbing, fire safety and cleaning;

and as a result of that attendance a charge is imposed on the owners corporation, the owners corporation may recover the amount of that charge from the owner as a debt due.

#### **BY-LAW 17 - SECURITY OF BUILDING**

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1. An owner or occupier must not do anything which may prejudice or adversely affect the security of the building or the safety of other occupiers in the building.
2. An owner or occupier must not interfere with any fire hydrant, hose reel or other firefighting or fire safety equipment, unless an emergency requires their use.
3. An owner or occupier must not keep fire and security doors open or propped open and must ensure that any of their visitors do not keep any fire or security door open or propped open.
4. The owners corporation has the power to restrict access:
  - (a) to common property either on a temporary basis or permanent basis in order to enhance the security of the building; and

- (b) by security keys or other devices access to parts of the building where an owner or occupier does not own or occupy a lot or have a right of access under any by-law, common property rights by law or licence agreement.

#### **BY-LAW 18 - SECURITY KEYS**

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1. In these by-laws “security key” means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the building.
2. The owners corporation may provide security keys to the owners from time to time.
3. The owners corporation may charge a fee or deposit for a security key or any additional or replacement security keys.
4. In addition to the functions conferred or imposed on it under the Act, the owners corporation has the power to:
  - (a) provide security keys to the owners from time to time;
  - (b) charge a fee or deposit for a security key or any additional or replacement security keys;
  - (c) re-code security keys;
  - (d) require an owner or occupier to promptly return their security key to the owners corporation to be re-coded;
  - (e) Restrict access to parts of the common property to which an owner or occupier does not, in the opinion of the owners corporation acting reasonably, need access; and
  - (f) make agreements with another person to exercise its functions under this by-law, including the management of the security key system.
5. An owner or occupier must:
  - (a) comply with the reasonable instructions of the owners corporation in relation to security keys, in particular, instructions about re-coding and returning security keys;
  - (b) return all security keys to the owners corporation if the owner or occupier is no longer in occupation of the lot for which the security keys had been issued;
  - (c) An owner must include a requirement in any lease or licence of the owner’s lot that the occupier must return the security keys to the building manager or strata manager when the occupier vacates the lot.
  - (d) not duplicate or cause the security keys to be duplicated;
  - (e) take all reasonable steps not to lose security keys;
  - (f) notify the building manager or strata manager immediately if a security key is lost;
  - (g) not give a security key to any person who is not an occupier of the lot.

#### **BY-LAW 19 - BEHAVIOUR OF OWNERS, OCCUPIERS AND VISITORS**

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1. When on the lot or the common property, an owner or occupier, or any visitor of an owner or occupier must not engage in any illegal activity or any activity which jeopardizes the safety and security of the building or an owner or occupier of a lot the building.
2. When on common property, an owner or occupier or any visitor of an owner or occupier of a lot must be adequately clothed and must not at any time use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
3. An owner or occupier of a lot must take all reasonable steps to ensure that visitors of the owner or occupier:
  - (a) comply with these by-laws;
  - (b) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property;
  - (c) do not remain on the common property unsupervised except to the extent reasonably necessary for their arrival and departure;
  - (d) rectify any breach of these by-laws the visitors have committed; and
  - (e) leave or are removed from the strata scheme if they do not rectify any such breach or commit the same breach.

#### **BY-LAW 20 - NOISE**

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1. An owner or occupier or any visitor of an owner or occupier, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
2. An owner must ensure that all floor space within the owner's lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupiers of another lot. This clause does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

#### **BY-LAW 21 - CHILDREN PLAYING ON COMMON PROPERTY**

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1. Any child for whom an owner or occupier is responsible may only play on any area of the common property that is designated by the owners corporation for that purpose.
2. An owner or occupier must not permit any child who is under the age of 12 years and for whom the owner or occupier is responsible to remain on common property unless an adult, exercising effective control, is with the child.

#### **BY-LAW 22 - SMOKING**

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1. In this by-law "smoke" means smoke, hold or otherwise have control over ignited tobacco or any other product that is intended to be smoked and is ignited including the vapour exhaled by using "e-cigarettes".

2. An owner or occupier must not or allow an invitee to:
  - (a) smoke within, on, or near the common property.
  - (b) deposit or throw on the common property any cigarette or cigar butts, matches, tobacco or other smoking paraphernalia;
  - (c) allow smoke to enter any part of the common property or another lot.
3. If a visitor of an owner or occupier breaches clause 2, the owner or occupier of a lot who invited that person breaches the by-law unless:
  - (a) he or she did not know, or could not reasonably be expected to have known, that the person was breaching clause 2; or
  - (b) upon becoming aware that the person was breaching clause 2, asked the person smoking to leave the property immediately, and the person did so.

#### **BY-LAW 23 - FALSE FIRE ALARM ACTIVATION**

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1. In this by-law “**lack of care**” includes, without limitation, the failure of an owner or occupier to notify the fire safety service provider that the owner or occupier is carrying out works to the property or the failure to cover sensors when renovations are being carried out to prevent heat and dust from affecting the sensors.
2. In addition to the functions conferred or imposed on the owners corporation under the Act, the owners corporation shall have the power and the authority to require an owner or occupier of a lot to pay the owners corporation:
  - (a) the amount of any fee charged to the owners corporation by a fire safety service provider or NSW Fire Brigades as a result of the false activation of a fire alarm on the common property or a lot, if in the opinion of the owners corporation acting reasonably the false activation of the fire alarm arose as a result of lack of care on the part of the owner or occupier; and
  - (b) the amount of any costs or expenses reasonably incurred by the owners corporation in investigating the cause of the false activation of a fire alarm on the common property or a lot, if the owners corporation reasonably concludes as a result of this investigation that the false activation of the fire alarm arose as a result of lack of care on the part of the owner or occupier; and
3. The owner or occupier of a lot indemnifies the owners corporation against any liability, expense or cost arising out of the false activation of a fire alarm on the common property or a lot, if in the opinion of the owners corporation acting reasonably the false activation of the fire alarm arose as a result of lack of care on the part of the owner or occupier of the lot, including the amount of any costs or expenses reasonably incurred by the owners corporation in investigating the cause of the false activation of a fire alarm on the common property or a lot, if the owners corporation reasonably concludes as a result of this investigation that the false activation of the fire alarm arose as a result of lack of care on the part of the owner or occupier.
4. Any money payable by an owner or occupier under this by-law may be recoverable by the owners corporation as a debt.

#### **BY-LAW 24 - SMOKE ALARMS AND FIRE SAFETY**

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1. An owner or occupier must not do anything or permit any visitors of the owner or occupier to do anything on the lot or common property that is likely to:
  - (a) adversely affect the operation of fire safety devices in the lot;
  - (b) reduce the level of fire safety in the lot or other lots or common property;
  - (c) interfere with any smoke detector or smoke alarm installed in the lot or the building;  
or
  - (d) interfere with the use of any fire hydrant or any other firefighting or fire safety equipment in the building.
  
2. In order to ensure the safety and protection of all owners, occupiers and visitors and compliance with the *Environmental Planning and Assessment Regulation 2000*, each owner of a lot must:
  - (a) install in that lot one or more smoke alarms as required by the provisions of the *Environmental Planning and Assessment Regulation 2000* or any other relevant legislation;
  - (b) maintain and keep each smoke alarm in good and serviceable repair; and
  - (c) renew any smoke alarm when necessary, including when the smoke alarm has been damaged or is defective and when the battery in the smoke alarm has expired.

This clause does not apply if there exists hard wired smoke alarms maintained by the owners corporation.

3. If an owner fails to comply with the obligations imposed under clause 2, the owners corporation may:
  - (a) enter the owner's lot to replace any smoke alarm for the purpose of complying with the *Environmental Planning and Assessment Regulation 2000*; and
  - (b) Recover from the owner of that lot the costs incurred by the owners corporation in carrying out that work.

#### **BY-LAW 25 - FIRE SAFETY INSPECTIONS**

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1. An owner or occupier must comply with any notice from the strata manager or building manager relating to the granting of access to a person authorised under the *Environmental Planning & Assessment Act 1979* or other relevant legislation to carry out an inspection of the lot for purposes relating to fire safety.
  
2. Each owner and occupier must comply with the notice referred to in clause 1 and allow that access to the lot to take place at the time and date in the notice. If the owner or occupier of a lot fails to give access to the lot after such notice is given and, as a result, the inspection is required to be done at another time and date, the owner of the lot must pay the costs of that subsequent inspection at the lots.

#### **BY-LAW 26 - WORK IN A LOT BY OWNERS CORPORATION**

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1. The owners corporation may do anything on or in a lot that should have been done by an owner or occupier under these by-laws which the owner or occupier has not done.
2. The owners corporation must give the owner or occupier a written notice specifying that if the owner or occupier does not do the thing by a date specified in the notice then the owners corporation will enter the lot on or after that date to do the work and the owner or occupier must:
  - (a) grant access to the lot according to the notice to any person authorised by the owners corporation to do the work, and
  - (b) pay the owners corporation its proper and reasonable costs for doing the work, including costs relating to access to the lot.

#### **BY-LAW 27 - OCCUPANCY OF A LOT**

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1. Subject to clause 36 of the *Strata Schemes Management Regulation 2016*, an owner, lessee or occupier of a lot must not allow more than two adults to reside in each bedroom of the lot.
2. An owner, lessee or occupier of a lot must not divide or partition any part of the lot to create an additional room or space which contains a bed of any type or is intended to be used (or is used) as an area for sleeping.
3. An owner, lessee or occupier must not use a lounge room, dining room, family room, bathroom, kitchen, laundry, balcony, courtyard, or terrace area (whether or not enclosed) as a bedroom.
4. In addition to the rights conferred on the owners corporation under the Act, the owners corporation has a right to enter any lot to determine compliance by the owner, lessee or occupier with this by-law. An owner, lessee or occupier must comply with any reasonable direction of the owners corporation in this regard.
5. An owner who leases or licences their lot (or any lessee or licensee who subleases or sublicenses their lot) must:
  - (a) provide their tenant or licensee with an up-to-date copy of the by-laws;
  - (b) ensure that their tenant or licensee and their invitees comply with the by-laws;
  - (c) take all action available, including action under the lease or licence agreement (or any sublease or sub licence), to make them comply or leave the parcel.
6. An owner or occupier of a lot must not enter into any arrangement for the occupation of a lot (or any part of the lot) otherwise than under a residential tenancy agreement to which the *Residential Tenancies Act 2010* applies.
7. An owner or occupier of a lot must not advertise that the lot or any part of the lot is available for a purpose or for use in a manner contrary to clause 6.

8. An owner is liable for any damage to common property or increase in any insurance premiums caused by a breach of this by-law.
9. Any one of following shall be prima facie evidence that a lot is being used or has been used contrary to clause 6 of this by-law:
  - (a) a failure to provide notice required under Section 258 of the Act;
  - (b) a failure to provide to the owners corporation on request a copy of the lease, or documents relating to the assignment, the subject of the notice under Section 258 of the Act;
  - (c) a failure to provide to the owners corporation on request details of an environment planning instrument, or a copy of development consent, which permits use of the lot for a purpose that would otherwise contravene clause 6 of this by-law.
10. An owner, lessee or occupier of a lot must not make known publicly or advertise, whether by the owner, lessee or occupier or other person or entity (including AirBnB, Stayz, a real estate agent or other service provider) that the lot is available for a use that would contravene clauses 1 and 6 of this by-law.
11. The owner, lessee or occupier of a lot who breaches any part of this by law indemnifies the owners corporation against all costs, expenses and fees incurred by the owners corporation arising out of a breach of this by-law or of a planning law, enforcing the terms of this by-law, or rectifying any breach. The owner must pay all costs, expenses and fees to the owners corporation upon reasonable demand. Such costs may include, but are not limited to:
  - (a) water, garbage, and electricity usage as a result of the additional persons sleeping in a lot;
  - (b) additional cleaning fees associated with additional persons sleeping in a lot;
  - (c) strata manager's fees;
  - (d) legal costs;
  - (e) costs incurred in complying with or responding to any notice, order or requirement of the local council or a Court relating to the use of the lot;
12. For the avoidance of doubt, the owner is responsible for all costs referred to in the previous clause in the event the lessee or occupier is unable to be located or fails to pay upon reasonable demand.
13. Any money payable by an owner, occupier or lessee under this by-law may be recoverable by the owners corporation as a debt.

#### **BY-LAW 28 - USE OF A LOT**

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1. An owner or occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

2. An owner or occupier must have the prior consent of the owners corporation to do anything that might invalidate, suspend or increase the premiums for any of the owners corporation's insurance policies.
3. If the owners corporation gives consent referred to clause 2, the owners corporation may impose conditions which would include the owner or occupier reimbursing the owners corporation any increase in premiums and any other costs incurred by the owners corporation resulting from the change of use of the owner's lot.
4. An owner or occupier must give the owners corporation a copy of any requisite consents in connection with any commercial activities conducted from within the lot.

#### **BY-LAW 29 - APPEARANCE OF LOT**

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1. The owner or occupier of a lot must keep the lot (including any courtyard and balcony) clean and tidy.
2. The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot (including any balcony or courtyard), anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building or the Design Code.
3. An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

#### **BY-LAW 30 - DISPOSAL OF WASTE**

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1. In this by-law:
  - (a) **"bin"** includes any receptacle for waste.
  - (b) **"waste"** includes garbage and recyclable material.
2. An owner or occupier of a lot must not drop, throw or sweep any rubbish, dirt, dust water or any other item from any part of the lot to the lot or lots below.
3. An owner or occupier of a lot must not deposit or throw or leave on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
4. An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
5. An owner or occupier must:
  - (a) drain and wrap securely all garbage in small parcels and:
    - (i) dispose of waste in the bins designated for the particular class of waste (e.g. recyclables and non-recyclables);

- (ii) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste); and
  - (b) comply with the local council's recycling guidelines and the owners corporation's directions for the storage, handling, collection, recycling and disposal of waste.
6. The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling and recycling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
7. An owner or occupier must make their own arrangements for the removal of all items that do not fit the garbage bins or items that will not be collected by the local council as part of the normal garbage collection or recycling service.

### **BY-LAW 31 - RENOVATIONS**

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1. In this by-law:
- (a) **"Cosmetic Work"** means an owner's work which affects the common property in connection with their lot for the following purposes:
    - (i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls;
    - (ii) installing or replacing handrails;
    - (iii) painting;
    - (iv) filling minor holes and cracks in internal walls;
    - (v) laying carpet;
    - (vi) installing or replacing built-in wardrobes;
    - (vii) installing or replacing internal blinds and curtains;
    - (viii) installing any locking or other safety device for protection of a lot against intruders;
    - (ix) installing any screen or other device to prevent entry of animals or insects on the lot;
    - (x) installing any locking or other safety device to improve safety within a lot;
    - (xi) installing any device used to affix decorative items (e.g. framed paintings) to the internal surfaces of walls in a lot;
    - (xii) any other work described in Section 109(2) of the Act;
- but does not include:
- (A) Minor Renovations;

- (B) work involving structural changes;
  - (C) work that changes the external appearance of a lot, including the installation of an external access ramp;
  - (D) work that detrimentally affects the safety of a lot or common property, including fire safety systems;
  - (E) work involving waterproofing or the plumbing or exhaust system of the building;
  - (F) work involving reconfiguring walls;
  - (G) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
  - (H) any other work described in Section 109(5) of the Act.
- (b) “**Minor Renovations**” means an owner’s work which affects the common property in connection with their lot for the following purposes
- (i) renovating any room in a lot;
  - (ii) changing recessed light fittings;
  - (iii) installing or replacing wood or other hard floors;
  - (iv) installing or replacing wiring, cabling, pipes, or ducts
  - (v) installing or replacing power or access points;
  - (vi) work involving reconfiguring walls;
  - (vii) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
  - (viii) installing a rainwater tank;
  - (ix) installing a clothesline;
  - (x) installing a reverse cycle split system air conditioner or ducted air conditioning system;
  - (xi) installing double or triple glazed windows;
  - (xii) installing a heat pump or other hot water service;
  - (xiii) installing ceiling insulation;
  - (xiv) installing an aerial, antenna, or satellite dish;
  - (xv) installing a skylight, ventilation or exhaust fan or a whirlybird directly above a lot;

- (xvi) any other work described in Section 110(3) of the Act;
- (xvii) any other work that is not:
  - (A) Cosmetic Work;
  - (B) work involving structural changes;
  - (C) work that changes the external appearance of a lot, including the installation of an external access ramp;
  - (D) work involving waterproofing;
  - (E) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
  - (F) work that is authorised by a by-law made under Section 108 of the Act or a common property rights by-law;
  - (G) any other work described in Section 110(7) of the Act;but does include the work described in sub clauses (A) to (G) above.

- (c) **“Major Renovations”** means an owner’s work which affects the common property for the following purposes:
  - (i) structural changes;
  - (ii) changes to the external appearance of a lot, including the installation of an external access ramp;
  - (iii) waterproofing;
  - (iv) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
  - (v) work that is not Cosmetic Work or Minor Renovations.

#### **Cosmetic Work**

2. An owner may carry out Cosmetic Work without the approval of the owners corporation, and if so, must comply with the conditions contained in clauses 4 to 8.
3. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Cosmetic Work and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

#### **Carrying out Cosmetic Work**

4. When carrying out Cosmetic Work an owner must:

- (a) do the work in a proper, timely, skilful, and workmanlike manner using materials that are suitable for the purpose for which they are used;
- (b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (e) only perform the works at the following times:
  - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
  - (ii) all other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
- (h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (j) subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;

- (l) not use common property power or water;
- (m) pay all costs associated with the work, including any costs, fees, expenses or fines incurred by the owners corporation in relation to the work.

#### Use of Cosmetic Works

5. An owner (or other user of the work) must ensure that the use of the work following completion:
- (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) complies with applicable laws, and applicable requirements of the local council.

#### Repair of any damage

6. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

#### Repair and maintenance

7. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clause 4 apply to any work the owner carries out to comply with this clause.

#### Indemnity

8. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) performance of the work;
  - (b) use of the work;
  - (c) failure to comply the duty to maintain, repair, renew or replace;
  - (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) owner's breach of any part of this by-law.

#### Minor Renovations

9. An owner may only carry out Minor Renovations with the approval of the owners corporation.
10. The owners corporation delegates its functions under Section 110 of the Act to the strata committee. In the event the owners corporation and the strata committee exercise the same function under Section 110 of the Act, the exercise of the function by the owners corporation prevails.

11. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Minor Renovations and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

#### Application to owners corporation for approval for Minor Renovations

12. Before the owners corporation considers approving Minor Renovations, an owner must make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
  - (a) the owner's name, address and telephone number;
  - (b) the lot number connected with the works;
  - (c) details of the work including plans, specifications, drawings, conditions, and notes;
  - (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
  - (e) an estimate of the duration and times of the work;
  - (f) details of the persons carrying out the work including their name, licence number, qualification, and telephone number;
  - (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
  - (h) a statement that the work does not involve:
    - (i) the removal or alteration of a structural element of the building;
    - (ii) the installation, replacement or exposure of a waterproofing membrane or flashings;
    - (iii) changing the external appearance of any lot;
    - (iv) detrimentally affecting the safety of a lot, including fire systems;
  - (i) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

#### Determination of application for approval of Minor Renovations

13. When determining an application made in accordance with clause 13, the owners corporation may:
  - (a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
  - (b) engage a consultant to assist it to review the application;

- (c) approve the application with some or all the conditions contained in clauses 14 to 24, or impose additional conditions;
- (d) refuse the application, but must not act unreasonably when doing so.

Before Minor Renovations are carried out

14. Before carrying out Minor Renovations an owner must:

- (a) give to the owners corporation evidence at those persons carrying out the work has:
  - (i) any requisite current licence to conduct the work;
  - (ii) contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (iii) insurance if required under Section 92 of the *Home Building Act 1989*;
  - (iv) workers compensation insurance if required by law;
- (b) give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (c) if the work involves:
  - (i) removing carpet or other soft floor coverings to expose underlying hard floors; or,
  - (ii) the installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation.

- (d) If requested by the owners corporation:
  - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not involve structural changes, such certification to be in favour of the owners corporation;
  - (ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work does not involve waterproofing, such certification to be in favour of the owners corporation;
  - (iii) give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved

application, such a report be in writing and to include photographs of any area of the building that may be affected by the work;

- (iv) pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably.

#### When Minor Renovations are being carried out

15. When carrying out Minor Renovations an owner must:
- (a) do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
  - (b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;
  - (c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
  - (d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
  - (e) only perform the works at the following times:
    - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
    - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
  - (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
  - (g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
  - (h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

- (i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (j) subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot closed at all times while the works are being conducted;
- (k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) not use common property power or water;
- (m) give access to the owners corporation's nominee to the lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After Minor Renovations are carried out

16. After carrying out Minor Renovations an owner must:

- (a) notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) give the access to the owners corporation's nominee to the lot to inspect the work;
- (c) notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) if the work involved:
  - (i) removing carpet or other soft floor coverings to expose underlying hard floors;  
or,
  - (ii) the installation or replacement of wood or other hard floors;to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
- (e) if required by the owners corporation:
  - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;

- (ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work has not affected any existing waterproofing membrane or has involved waterproofing, such certification to be in favour of the owners corporation;
- (iii) give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iv) give a post works dilapidation report prepared by the same person who prepared the report in clause 14(d)(iii).

#### Use of Minor Renovations

17. An owner (or other user of the work) must ensure that the use of the work following completion:
- (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) complies with applicable laws, and applicable requirements of the local council.

#### Repair of any damage

18. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

#### Repair and maintenance

19. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. An owner must also renew or replace the work where necessary. The provisions of clauses 14 to 16 apply to any work the owner carries out to comply with this clause.

#### Indemnity

20. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) performance of the work;
  - (b) use of the work;
  - (c) failure to comply the duty to maintain, repair, renew or replace;
  - (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) owner's breach of any part of this by-law insofar as it related to Minor Renovations.

### Insurance

21. An owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

### Bond

22. The owners corporation may apply any part of a bond paid by an owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
23. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by an owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

### Costs

24. An owner is responsible for all costs, fees, and expenses incurred by the owners corporation in considering or granting approval, enforcing any breach of a condition of approval, and undertaking any action, matter or thing required of it in relation to a Minor Renovation.

### **Major Renovations**

25. An owner may only conduct Major Renovations in accordance with the following conditions:
- (a) the owners corporation must authorise the work by passing a special resolution in accordance with s.108(2) of the Act on terms which may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 1, except to the extent of any contrary provision in the authorisation;
  - (b) a by-law is made by the owners corporation under or for the purposes of s.108(5) of the Act on terms which impose upon the owner the duty to maintain the Major Renovation and may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 2;
  - (c) the by-law is registered and a recording made in the certificate of title comprising the common property.
26. An owner should undertake the process in clause 27 before presenting any motion referred to in clause 25 for the consideration of the owners corporation.

### Application to owners corporation for approval for Major Renovations

27. An owner should make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
- (a) the owner's name, address and telephone number;
  - (b) the lot number connected with the works;

- (c) details of the work including plans, specifications, drawings, conditions, and notes;
- (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
- (e) an estimate of the duration and times of the work;
- (f) details of the persons carrying out the work including their name, licence number, qualification and telephone number;
- (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
- (h) motions generally in the form of Schedule 1 and 2 (with the blank parts appropriately filled in and any changes marked up);
- (i) the owner's consent to the making of the by-law;
- (j) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

#### Determination of application for approval of Major Renovations

28. When determining an application made in accordance with clause 27, an owners corporation may:
- (a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
  - (b) engage a consultant to assist it to review the application;
  - (c) approve the application in its original form, or with amendments to the motions required in clause 25;
  - (d) refuse the application, but must not act unreasonably when doing so.

#### Breach of this by-law

29. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) if the owner fails to comply with the request in sub clause (a):
    - (i) without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) recover the costs of carrying out work referred to in this clause hereto from the owner;

(iii) recover as a debt any amounts payable by an owner pursuant to this by-law.

**Schedule of approved Minor Renovations and Major Renovations**

30. The owners corporation must, from the date of registration of this by-law, maintain a schedule of approved Minor Renovations and Major Renovations in the form of Schedule 3 to this by law.

## SCHEDULE 1

**THAT** the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(2) of the *Strata Schemes Management Act 2015*:

1. That the owner of lot .....{INSERT LOT NUMBER} (“the owner”), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) .....{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in .....{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
  
2. That the authority referred to in paragraph 1 is given by the owners corporation:
  - (a) on the basis that the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works is the responsibility of the owner; and
  - (b) subject to a by-law being made with the consent in writing of the owner, which gives effect to the responsibility for maintenance referred to in 2(a).

## SCHEDULE 2

**THAT** the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(5) of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms and have it registered:

**SPECIAL BY-LAW** ..... {INSERT NEXT SPECIAL BY-LAW NUMBER}

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot .....{INSERT LOT NUMBER} ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) .....{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in .....{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

### SCHEDULE OF CONDITIONS

4. In this schedule:
  - (a) "**Act**" means the *Strata Schemes Management Act 2015*;
  - (b) "**Authority**" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) "**Lot**" means lot .....{INSERT LOT NUMBER};
  - (d) "**work**" means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and vice versa;
    - (ii) A thing includes the whole or part of it;
    - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;

- (iv) A document includes any amendment or replacement of it;
- (v) "Including" and similar expressions are not words of limitation;
- (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

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5. Before carrying out work, the owner must:

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence at those persons carrying out the work has:
  - (i) Any requisite current licence to conduct the work;
  - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
  - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If the work involves:
  - (i) Removing carpet or other soft floor coverings to expose underlying hard floors;  
or
  - (ii) The installation or replacement of wood or other hard floors;  
  
to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;
- (e) If requested by the owners corporation:

- (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;
- (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:
- (a) Comply with any condition or requirement of any Authority;
  - (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
  - (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
  - (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
  - (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
  - (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
    - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
    - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
  - (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
  - (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and

maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

#### After work is carried out

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7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If the work involved:
  - (i) Removing carpet or other soft floor coverings to expose underlying hard floors;  
or,
  - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

- (e) If required by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
  - (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
  - (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

#### Use of work

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- 8. The owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

#### Repair of any damage

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- 9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

#### Repair and maintenance

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- 10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

#### Indemnity

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- 11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) Performance of the work;
  - (b) Use of the work;

- (c) Failure to comply the duty to maintain, repair, renew or replace;
- (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
- (e) Owner's breach of any part of this by-law.

#### Insurance

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12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

#### Bond

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13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

#### Breach of this by-law

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15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):
    - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

#### Costs

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16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be

recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.



## **BY-LAW 32 - KEEPING OF ANIMALS**

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### **Definitions and Interpretation**

1. In this by-law:
  - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
  - (b) “**Assistance Animal**” has the meaning attributed to that expression in the *Disability Discrimination Act 1992 (Cth)*;
  - (c) “**Breach Notice**” means a written notice from the strata committee to an owner or occupier providing details of a breach of this by-law, and includes a notice under Section 146 of the Act;
  - (d) “**Existing Animal**” means a dog or cat kept in the strata scheme as at the day of registration of this by-law;
  - (e) “**Permitted Animal**” means a cat or dog approved by the strata committee under this by-law and referred to in a signed Pet Agreement, or a Small Pet;
  - (f) “**Pet Agreement**” means the document attached to this by-law and marked with the letter “B”, as modified by the strata committee from time to time;
  - (g) “**Pet Application**” means the document attached to this by-law and marked with the letter “A”, as modified by the strata committee from time to time;
  - (h) “**Pet Eviction Notice**” means a written notice from the strata committee to an owner or occupier requiring the removal of an animal the subject of a Breach Notice within a specified time, and to keep the animal away from the strata scheme;
  - (i) “**Small Pet**” means a budgerigar or similar sized bird, a hamster, fish kept in a secure aquarium of no more than 300 litres capacity, or a small amphibian of less than 20 cm in length kept in a secure aquarium of no more than 300 litres capacity.

### **Pets policy**

2. An owner or occupier must not keep any animal in the strata scheme unless the animal is an Assistance Animal or a Permitted Animal.
3. An owner or occupier may keep a Small Pet in the strata scheme without the approval of the strata committee.
4. If an owner or occupier wants to keep a dog or cat or an Existing Animal in the strata scheme, the owner or occupier must make a Pet Application and, if the Pet Application is approved, sign and return to the owners corporation, a Pet Agreement.
5. The Pet Application must:
  - (a) be in writing;
  - (b) include all requisite attachments;

- (c) be sent to the strata managing agent or the secretary.
- 6. The strata committee may request additional information to supplement the information contained in the Pet Application.
- 7. In relation to the Pet Application, the strata committee may, acting reasonably, do any of the following:
  - (a) approve the Pet Application with or without conditions;
  - (b) withhold approval to the Pet Application;
  - (c) refuse the Pet Application.
- 8. If the strata committee approves the Pet Application, the owner or occupier who made the Pet Application will be given a Pet Agreement to sign and return to the strata managing agent or the secretary.

**Conditions for keeping Permitted Animals**

- 9. An owner or occupier who keeps a Permitted Animal in the strata scheme must:
  - (a) keep the animal within their lot;
  - (b) carry the animal and ensure the animal is leashed (in the case of a dog), when it is on common property;
  - (c) in relation to a dog, promptly pick up and place into a strong, tied and sealed plastic bag any excrement of the animal, and dispose of the bag in a rubbish bin and not in a toilet;
  - (d) in relation to a cat, each day place soiled litter into a strong, tied and sealed plastic bag, and dispose of the bag in a rubbish bin and not in a toilet;
  - (e) take such action as may be necessary to clean or repair any part of the strata scheme that is soiled by the animal;
  - (f) ensure the animal does not cause a nuisance or hazard or pose a danger to any owner or occupier or any person lawfully on common property, or unreasonably interfere with the use and enjoyment of another lot or the common property, and, specifically, must ensure that:
    - (i) the animal does not bark (in the case of a dog) or meow (in the case of a cat) continuously for a period of ten (10) minutes or more, or intermittently for a period of two hours or more at any time;
    - (ii) the animal does not engage in threatening, aggressive or dangerous behaviour to any person in the strata scheme, and (in the case of a cat or dog), ensure the animal is not left unattended for a period of eight hours or more;
  - (g) ensure the animal is de-sexed (in relation to a dog) or spayed and neutered (in relation to a cat);

- (h) comply with all laws applicable to the animal;
- (i) not replace the animal if it is a dog or cat and dies;
- (j) inform the owners corporation in writing when the animal no longer resides in the scheme;
- (k) in relation to any ground floor units or parts of unit that are on the ground floor:
  - (i) the animal cannot be housed within the yard area of the lot;
  - (ii) the animal cannot be left unattended in the yard area of the lot.

#### **General restrictions**

10. An owner or occupier must:
- (a) not keep more than one cat, one dog, or more than two birds, in a lot;
  - (b) not keep, breed or use any animal in the strata scheme for any commercial purpose;
  - (c) not feed, or allow to be fed, any animal, including a bird, on or from the windows or terraces of any lot, or the common property;
  - (d) ensure that any bird is kept in a cage in a lot;
  - (e) not allow a guest or invitee to bring any animal to the strata scheme.

#### **Assistance Animals**

11. Nothing in this by-law prevents an owner or occupier from keeping an Assistance Animal in their lot or using an Assistance Animal on their lot or the common property.
12. The strata committee may require an owner or occupier to provide evidence to prove that an animal is an Assistance Animal.
13. If an owner or occupier does not provide evidence as required by the strata committee, the strata committee may issue a Breach Notice and, if necessary, a Pet Eviction Notice in accordance with clause 16 of this by-law.

#### **Breach of this by-law**

14. The strata committee may issue and owner or occupier with a Breach Notice if they breach any part of this by-law.
15. If the strata committee issues an owner or occupier with two or more Breach Notices within a period of six consecutive months, the strata committee may then issue a Pet Eviction Notice.
16. An owner or occupier must comply with a Pet Eviction Notice.
17. Nothing in this clause limits or restricts the rights of or the remedies available to the strata committee or the owners corporation if an owner or occupier breaches this by-law.

### **Indemnity**

18. An owner or occupier indemnifies the owners corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to any lot, common property or other property, or person, in so far as such injury, loss or damage arises out of, in the course of, or by reason of any matter arising from an animal kept by an owner or occupier.

### **Costs**

19. The owner or occupier who breaches any part of this by law must pay all costs, expenses and fees incurred by the owners corporation in enforcing the terms of this by-law or rectifying any breach. Such costs may, but are not limited to:
- (a) cleaning fees;
  - (b) strata managing agent's fees;
  - (c) legal costs;
  - (d) the costs of any third party the owners corporation engages to assist it in the management of this by-law.
20. For the avoidance of doubt, the owner is responsible for all costs referred to in the previous clause in the event the occupier is unable to be located or fails to pay upon reasonable demand.
21. Any money payable by an owner or occupier under this by-law may be recoverable by the owners corporation as a debt.

**“A”**

**SCHEDULE 1  
PET APPLICATION FORM**

Your Name: .....

Name of owner of pet (if not you): .....

Your contact details: .....

Mobile: .....

Home: .....

Work: .....

Email: .....

Unit number where pet will be kept: .....

Are you an owner or occupier/tenant: .....

Is the pet a cat or dog: .....

Name of pet: .....

Breed of pet: .....

Colour of pet: .....

Age of pet: .....

Height of pet at maturity: .....

Weight of pet at maturity: .....

Registration or Microchip Number: .....

**You must attach:**

- 1. The consent of the unit owner to keep the pet if you are an occupier/tenant.**
- 2. The consent of the owner of the pet if you are not the owner.**
- 3. A copy of all registration papers for the pet.**
- 4. A colour photo of the pet.**

I confirm that the contents of this application are true and correct and acknowledge that permission to keep the pet is granted by the owners corporation at its absolute discretion and is not given until I receive written confirmation from the owners corporation.

.....  
Print Name:

.....  
Print Name:

Dated:

Dated:

**“B”**

**SCHEDULE 2  
PET AGREEMENT**

I/We, \_\_\_\_\_ ,

The owner/occupier of Lot \_\_\_\_\_ , agree to be bound by and comply with the Keeping of Animals by-law in relation to the pet described in the Pet Application dated \_\_\_\_\_

in addition to the following conditions imposed by the owners corporation:

1.

I/We confirm that I/we have been provided with a copy of the Keeping of Animals by-law and have read and understood its contents and the contents of this agreement.

.....  
Print Name:

Dated:

.....  
Print Name:

Dated:

### **BY-LAW 33 - ELECTRONIC VOTING**

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1. In this by-law “**Electronic Voting**” means a vote cast on a motion at a strata committee meeting or general meeting cast by email, a voting website, or electronic application (e.g. Skype, teleconference, video conference), while participating in a meeting from a remote location.
2. This by-law applies if the owners corporation or the strata committee has made a determination to allow Electronic Voting.
3. A determination to allow Electronic Voting remains in force until revoked and may only be revoked by the owners corporation, or if the determination was made by the strata committee, by the strata committee of owners corporation.
4. The notice of a strata committee meeting or a general meeting must indicate whether Electronic Voting applies to the meeting.
5. Electronic Voting must be conducted by way of an electronic ballot.
6. The electronic ballot must contain instructions for completing the ballot, the form of the motions to be voted on, and the means of indicating the voter’s choice on the motions to be voted on.
7. The secretary must, before the meeting at which Electronic Voting is to be conducted, give each person entitled to vote:
  - (a) access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law;
  - (b) information concerning:
    - (i) how the ballot paper must be completed;
    - (ii) the deadline for submission of the ballot paper;
    - (iii) if voting is by email, the address where the ballot paper is to be returned;
    - (iv) if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary;
  - (c) access to an electronic form of declaration requiring the voter to state their name, the capacity in which they are entitled to vote, their unit entitlement, and the name and capacity of the person who gave the proxy, if the vote is a proxy vote.
8. An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.
9. The secretary must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.
10. As soon as practicable after the deadline for submission of the ballot paper, the secretary must:

- (a) review all information and reports about the electronic ballot;
  - (b) reject as informal any votes that do not comply with the requirements of this by-law;
  - (c) ascertain the result of the electronic ballot;
  - (d) make a written or electronic record of the result of the electronic ballot;
  - (e) announce or publish the result of the ballot.
11. Any person who casts a vote by way of Electronic Voting must vote in accordance with the instructions contained in the information given by the owners corporation, or the vote will be an informal vote.
  12. If Electronic Voting is carried out by means of a voting website or electronic application, the website or electronic application must provide a warning message to a person casting an informal vote that their vote is informal.
  13. If the ballot is a secret ballot, the secretary must ensure that the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

**BY-LAW 34 - ADOPTION OF COMMON PROPERTY MEMORANDUM**

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1. The Owners Corporation adopts the common property memorandum prescribed for the purposes of Section 107 of the Act, a copy of which is produced in Schedule 1.

**SCHEDULE 1**

**Common property memorandum**

**Owners corporation responsibilities for maintenance, repair or replacement**

<p><b>1. Balcony and courtyards</b></p>	<ul style="list-style-type: none"> <li>(a) columns and railings</li> <li>(b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li> <li>(c) balcony ceilings (including painting)</li> <li>(d) security doors, other than those installed by an owner after registration of the strata plan</li> <li>(e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan</li> <li>(f) common wall fencing, shown as a thick line on the strata plan</li> <li>(g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land</li> <li>(h) awnings within common property outside the cubic space of a balcony or courtyard</li> <li>(i) walls of planter boxes shown by a thick line on the strata plan</li> </ul>
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	(j) that part of a tree which exists within common property
<b>2. Ceiling/Roof</b>	<p>(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)</p> <p>(b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)</p> <p>(c) guttering</p> <p>(d) membranes</p>
<b>3. Electrical</b>	<p>(a) air conditioning systems serving more than one lot</p> <p>(b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller</p> <p>(c) fuses and fuse board in meter room</p> <p>(d) intercom handset and wiring serving more than one lot</p> <p>(e) electrical wiring serving more than one lot</p> <p>(f) light fittings serving more than one lot</p> <p>(g) power point sockets serving more than one lot</p> <p>(h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>)</p> <p>(i) telephone, television, internet and cable wiring within common property walls</p> <p>(j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property</p> <p>(k) lifts and lift operating systems</p>
<b>4. Entrance door</b>	<p>(a) original door lock or its subsequent replacement</p> <p>(b) entrance door to a lot including all door furniture and automatic closer</p> <p>(c) security doors, other than those installed by an owner after registration of the strata plan</p>
<b>5. Floor</b>	<p>(a) original floorboards or parquet flooring affixed to common property floors</p> <p>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</p> <p>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</p>

	(d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
<b>6. General</b>	<p>(a) common property walls</p> <p>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</p> <p>(c) any door in a common property wall (including all original door furniture)</p> <p>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner’s responsibility)</p> <p>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</p> <p>(f) ducting cover or structure covering a service that serves more than one lot or the common property</p> <p>(g) ducting for the purposes of carrying pipes servicing more than one lot</p> <p>(h) exhaust fans outside the lot</p> <p>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</p> <p>(j) letter boxes within common property</p> <p>(k) swimming pool and associated equipment</p> <p>(l) gym equipment</p>
<b>7. Parking/Garage</b>	<p>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</p> <p>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</p> <p>(c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</p> <p>(d) mesh between parking spaces, if shown by a thick line on the strata plan</p>
<b>8. Plumbing</b>	<p>(a) floor drain or sewer in common property</p> <p>(b) pipes within common property wall, floor or ceiling</p> <p>(c) main stopcock to unit</p> <p>(d) storm water and on-site detention systems below ground</p>
<b>9. Windows</b>	(a) windows in common property walls, including window furniture, sash cord and window seal

	<p>(b) insect-screens, other than those installed by an owner after the registration of the strata plan</p> <p>(c) original lock or other lock if subsequently replacement by the owners corporation</p>
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**Lot owner responsibilities for maintenance, repair or replacement**

<b>1. Balcony and courtyards</b>	<p>(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan</p> <p>(b) that part of a tree within the cubic space of a lot</p>
<b>2. Ceiling/Roof</b>	<p>(a) false ceilings inside the lot installed by an owner after the registration of the strata plan</p>
<b>3. Electrical</b>	<p>(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot</p> <p>(b) fuses and fuse boards within the lot and serving only that lot</p> <p>(c) in-sink food waste disposal systems and water filtration systems</p> <p>(d) electrical wiring in non-common property walls within a lot and serving only that lot</p> <p>(e) light fittings, light switches and power point sockets within the lot serving only that lot</p> <p>(f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot</p> <p>(g) telephone, television, internet and cable service and connection sockets</p> <p>(h) intercom handsets serving one lot and associated wiring located within non-common walls</p>
<b>4. Entrance door</b>	<p>(a) door locks additional to the original lock (or subsequent replacement of the original lock)</p> <p>(b) keys, security cards and access passes</p>
<b>5. Floor</b>	<p>(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan</p> <p>(b) lacquer and staining on surface of floorboards or parquet flooring</p> <p>(c) internal carpeting and floor coverings, unfixed floating floors</p> <p>(d) mezzanines and stairs within lots that are not shown or referred to in the strata plan</p>
<b>6. General</b>	<p>(a) internal (non-common property) walls</p>

	<ul style="list-style-type: none"> <li>(b) paintwork inside the lot (including ceiling and entrance door)</li> <li>(c) built-in wardrobes, cupboards, shelving</li> <li>(d) dishwasher</li> <li>(e) stove</li> <li>(f) washing machine and clothes dryer</li> <li>(g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)</li> <li>(h) internal doors (including door furniture)</li> <li>(i) skirting boards and architraves on non-common property walls</li> <li>(j) tiles and associated waterproofing affixed to non-common property walls</li> <li>(k) letterbox within a lot</li> <li>(l) pavers installed within the lot's boundaries</li> <li>(m) ducting cover or structure covering a service that serves a single lot</li> </ul>
<b>7. Parking/Garage</b>	<ul style="list-style-type: none"> <li>(a) garage door remote controller</li> <li>(b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary</li> <li>(c) light fittings inside the lot where the light is used exclusively for the lot</li> <li>(d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)</li> </ul>
<b>8. Plumbing</b>	<ul style="list-style-type: none"> <li>(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall</li> <li>(b) pipes and 'S' bend beneath sink, laundry tub or hand basin</li> <li>(c) sink, laundry tub and hand basin</li> <li>(d) toilet bowl and cistern</li> <li>(e) bath</li> <li>(f) shower screen</li> <li>(g) bathroom cabinet and mirror</li> <li>(h) taps and any associated hardware</li> </ul>
<b>9. Windows</b>	<ul style="list-style-type: none"> <li>(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)</li> <li>(b) locks additional to the original (or any lock replaced by an owner)</li> <li>(c) window lock keys</li> </ul>

### **BY-LAW 35 - CLEANING WINDOWS AND DOORS**

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

### **BY-LAW 36 - SETTLEMENT CRACKS**

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1. The lot owner shall have exclusive use or responsibility for any cracks that appear on the internal face of the walls, cornice (coving) or ceiling inside a lot for the purposes of maintaining the surfaces. Cracks may be repaired by the lot owner at the time of the next paint of the internal walls of the unit at no cost to the owners corporation.
2. Where the Executive Committee or Strata Manager engages a structural engineer to assess the cracks at the insistence of the lot owner the cost of this inspection will be paid by the lot owner by way of a special levy should the cracks be found to be simply settlement and or of a cosmetic nature.

### **BY-LAW 37 - AIR-CONDITIONER INSTALLATION & MAINTENANCE**

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1. Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:
  - (a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;
  - (b) the air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
  - (c) the air-conditioner must be installed in a location and in such a way that it is not readily visible from the common property or the street front or any other public areas bounding the strata scheme;
  - (d) the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
  - (e) the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;

- (f) the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
  - (g) the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
  - (h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the owners corporation;
  - (i) the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
  - (j) the air-conditioner and all filters must be regularly cleaned by the owner;
  - (k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;
2. In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the owners corporation may terminate the right of the owner or occupier to install the air-conditioner.
3. **Right to Remedy Default**
- If an owner or occupier of a lot fails to comply with this by-law as set out in conditions (a) to (k), then the owners corporation may;
- (i) carry out all work necessary to perform the obligation;
  - (ii) enter upon any part of the parcel to carry out that work; and
  - (iii) recover the costs of carrying out that work as a debt from the owner of the lot.

### **Air-conditioning maintenance**

The owner of time being of each lot in the strata scheme is hereby conferred with the exclusive use and enjoyment of that part of the common property being:

- (a) the roof, wall or ground mounted air-conditioning unit and condenser servicing that owner's unit; and
- (b) all duct work, pipework, circuitry, electrical and mechanical pipes, wires, cables and ducts associated with each owner's air-conditioning unit and condenser (hereinafter called, for each individual owner "the air-conditioning system") subject to the due observance and performance by each such owner with the following conditions:
  - (i) The owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair, renewal and replacement of the air-conditioning system without expense to the owners corporation;

- i) The owner shall bear the cost of electrical, mechanical or other maintenance, repair, cleaning or replacement or renewal of the air-conditioning system including the periodical and other electricity supply accounts of the electricity supplier authority related to or in respect of the air-conditioning system.

**BY-LAW 38 - EXCLUSIVE USE**

---

1. The owners or occupiers for the time being of lots comprised in the Strata Plan shall be entitled to the right of exclusive use and enjoyment of the following items of common property which are attached to each and every lot:
  - (a) doors and door closers (subject to the terms of Special by-Law 23 Alterations & additions to Fire doors);
  - (b) door locks, mailbox doors & locks and window closers
  - (c) individual garage doors and motors
  - (d) storeroom doors, door closers and door handles and other locks fitted as at date of occupation certificate being issued for the building.
2. Such owners or occupiers shall be severally responsible for the property maintenance and the keeping in a state of good and serviceable repair of each one of the above items and liable to pay for their maintenance and repair;
3. Where the owners or occupiers of those lots are liable under this by-law to pay any money either to the owners corporation or directly to any other person for or towards the maintenance or repair of such item of common property referred herein, then such money (being the actual cost incurred by the maintenance or repair for such item) shall be paid to the owners corporation or directly to that person.
4. The owners corporation shall be notified by an owner or occupier of any maintenance or repair requirements which departs from the regular maintenance and shall seek written approval from the owner's corporation, which should not be unreasonably withheld, to carry out maintenance or repair which would substantially change the Original Condition of an item.
5. In the event that the owners corporation, after inspection, decides that a particular lot has not been properly maintained or kept in a state of good and serviceable repair all or any of the above items, it shall notify such owner or occupier and allow 14 days for the maintenance or repair to be carried out. In the absence of such action at the end of such period then the owners corporation may carry out the necessary maintenance and repair and the cost thereof shall be payable by the Lot owner to the owners corporation.

### Approved Form 23

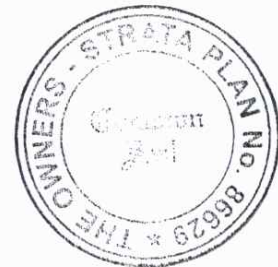
#### Attestation

The seal of The Owners - Strata Plan No 86629 was affixed on ^ 15 July 2021 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: Laura Paley-Smith Authority: Strata Manager

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

^ Insert appropriate date







# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

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

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.



## **PLANNING CERTIFICATE UNDER SECTION 10.7(2)** ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **125407**  
Reference: CHEN & HO:243019  
Issue Date: 6 September 2023  
Receipt No: 7290738  
Fee Paid: \$ 67.00

ADDRESS: 10/17-19 Hutchison Avenue, KELLYVILLE NSW 2155  
DESCRIPTION: Lot 10 SP 86629

The land is zoned:

### **Zone R4 High Density Residential**

The following prescribed matters apply to the land to which this certificate relates:

The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Regulation 2021.

**PLEASE NOTE: THIS CERTIFICATE IS AUTOMATICALLY GENERATED. IT MAY CONTAIN EXCESSIVE SPACES AND/OR BLANK PAGES.**

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THIS CERTIFICATE IS DIRECTED TO THE FOLLOWING MATTERS  
PRESCRIBED UNDER SECTION 10.7(2) OF THE ABOVE ACT.

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## **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.

### **Local Environmental Plans**

The Hills Local Environmental Plan 2019

### **State Environmental Planning Policies**

**SEPP (Biodiversity and Conservation) 2021** – including but not limited to  
Chapter 2 Vegetation in non rural areas  
Chapter 6 Water Catchments

**SEPP (Resilience and Hazards) 2021** – including but not limited to

Chapter 3 Hazardous and offensive development  
Chapter 4 Remediation of land

**SEPP (Industry and Employment) 2021** – Including but not limited to  
Chapter 3 Advertising and signage

**SEPP No.65 - Design Quality Of Residential Apartment Development**

**SEPP (Building Sustainability Index: Basix) 2004**

**SEPP (Precincts-Central River City) 2021** – Including but not limited to  
Chapter 2 State significant precincts

**SEPP (Resources and Energy) 2021** – including but not limited to  
Chapter 2 Mining, petroleum production and extractive industries  
Chapter 3 Extractive industries in Sydney area

**SEPP (Transport and Infrastructure) 2021** – including but not limited to  
Chapter 2 Infrastructure  
Chapter 3 Educational establishments and childcare

**SEPP (Exempt and Complying Development Codes) 2008**

**SEPP (Planning Systems) 2021** – including but not limited to  
Chapter 2 State and regional development  
Chapter 4 Concurrences and consents

**SEPP (Primary Production) 2021** – including but not limited to  
Chapter 2 Primary production and rural development

**SEPP (Precincts – Western Parkland City) 2021** – Including but not limited to

Chapter 4 Western Sydney Aerotropolis

## **SEPP (Housing) 2021**

### **Development Control Plans**

#### **The Hills Development Control Plan 2012**

Note: the land is within The Hills Development Control Plan 2012 Part D map sheet. Refer Council's website [www.thehills.nsw.gov.au](http://www.thehills.nsw.gov.au) to view the map sheet.

(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.

### **Proposed Local Environmental Plans**

No Proposed Local Environmental Plans apply to this land.

### **Proposed State Environmental Planning Policies**

No Proposed State Environmental Planning Policies apply to the land.

Listing of proposed State Environmental Planning Instruments is dependent on advice being provided to Council of community consultation or public exhibition by the relevant public authorities. Refer [Plans and Policies | Planning Portal - Department of Planning and Environment \(nsw.gov.au\)](http://Plans and Policies | Planning Portal - Department of Planning and Environment (nsw.gov.au))

### **Proposed Development Control Plans**

No Proposed Development Control Plans apply to the land.

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—

- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
- (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section—

***proposed environmental planning instrument*** means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

## **2 Zoning and land use under relevant planning instruments**

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

- (a) the identity of the zone, whether by reference to—
  - (i) a name, such as "Residential Zone" or "Heritage Area", or
  - (ii) a number, such as "Zone No 2 (a)",

The Hills Local Environmental Plan 2019 identifies the land to be:

**Zone R4 High Density Residential**

- (b) the purposes for which development in the zone—
  - (i) may be carried out without development consent, and
  - (ii) may not be carried out except with development consent, and
  - (iii) is prohibited,

**Refer Attachment 2(b)**

- (c) whether additional permitted uses apply to the land,

**NO**

- (d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,

***The Hills Local Environmental Plan 2019?***

**YES**

Clause 4.1B of The Hills Local Environmental Plan 2019 provides, in part, minimum land dimensions for the erection of a dwelling house on land zoned R3 Medium Density Residential or R4 High Density Residential where it is undertaken as a single development application in conjunction with the subdivision of land.

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

**NO**

***State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?***

**NO**

***Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?***

**NO**

***State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?***

**NO**

***Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?***

**NO**

(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

***The Hills Local Environmental Plan 2019?***

**NO**

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

**NO**

***State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?***

**NO**

***Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?***

**NO**

***State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?***

**NO**

***Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?***

**NO**

(f) whether the land is in a conservation area, however described,

***The Hills Local Environmental Plan 2019?***

**NO**

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

**NO**

***State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?***

**NO**

***Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?***

**NO**

***State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?***

**NO**

***Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?***

**NO**

(g) whether an item of environmental heritage, however described, is located on the land.

***The Hills Local Environmental Plan 2019?***

**NO**

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

**NO**

***State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct Plan)?***

**NO**

***Any proposed amendments to the relevant instrument (Appendix 5 North Kellyville Precinct Plan)?***

**NO**

***State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 10 The Hills Growth Centre Precincts Plan)?***

**NO**

***Any proposed amendments to the relevant instrument (Appendix 10 The Hills Growth Centre Precincts Plan)?***

**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.

#### **08A-08D - KELLYVILLE/ROUSE HILL THE HILLS SECTION 7.12**

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

**NO**

### 4 Complying development

(1) If the land is land on which complying development may be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—  
(a) a restriction applies to the land, but it may not apply to all of the land, and  
(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

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

#### **Housing Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code, Low Rise Housing Diversity Code and Greenfield Housing Code**

Complying Development under the Housing Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code, Low Rise Housing Diversity Code and Greenfield Housing Code **may be** carried out on the land.

#### **Housing Alterations Code and General Development Code**

Complying Development under the Housing Alterations Code and General Development Code **may be** carried out on the land.

### **Industrial and Business Buildings Code**

Complying Development under the Industrial and Business Buildings Code **may be** carried out on the land.

### **Industrial and Business Alterations, Container Recycling Facilities, Subdivision, Demolition and Fire Safety Codes**

Complying Development under the Industrial and Business Alterations, Container Recycling Facilities, Subdivision, Demolition and Fire Safety Codes **may be** carried out on the land.

Note 1: Some specific land exemptions in cl.1.19 of the Codes SEPP may apply only to part of a lot, please refer the [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), for further information.

Note 2: Where reference is made to an applicable map, this information can be sourced from the following websites:

The Hills Local Environmental Plan 2019 - [www.thehills.nsw.gov.au](http://www.thehills.nsw.gov.au)  
State Environmental Planning Policy (Precincts-Central River City) 2021, Chapter 3 Sydney Region Growth Centres (Appendix 5 North Kellyville Precinct) or (Appendix 10 The Hills Growth Centre Precincts Plan) – [In force legislation - NSW legislation](#)

## **5 Exempt development**

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—  
(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

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

**Exempt development may be carried out on the land.** Please refer to [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#) for relevant requirements and development standards for specified development.

## 6 Affected building notices and building product rectification orders

(1) Whether the council is aware that—

(a) an affected building notice is in force in relation to the land,

**NO**

(b) a building product rectification order is in force in relation to the land that has not been fully complied with,

**NO**

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

**NO**

(2) In this section—

**affected building notice** has the same meaning as in the [Building Products \(Safety\) Act 2017](#), Part 4.

**building product rectification order** has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

## 7 Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

***The Hills Local Environmental Plan 2019?***

**NO**

***Any proposed amendments to The Hills Local Environmental Plan 2019?***

**NO**

***State Environmental Planning Policy?***

**NO**

**Any proposed State Environmental Planning Policy?**

**NO**

**8 Road widening and road realignment**

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

(a) the [Roads Act 1993](#), Part 3, Division 2, or

**NO**

(b) an environmental planning instrument, or

**NO**

(c) a resolution of the council.

**YES**

The Hills Development Control Plan 2012 identifies the land as being affected by a proposed road or road widening. Refer Part 1(1) of this certificate for the applicable map sheet.

**9 Flood related development controls**

(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 Floodplain Development Manual. **Floodplain Development Manual** means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

**probable maximum flood** has the same meaning as in the Floodplain Development Manual.

**10 Council and other public authority policies on hazard risk restrictions**

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

(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.

The land is affected by the following policies on hazard restrictions:

**i. Landslip**

a) By The Hills Local Environmental Plan 2019 zoning?

**NO**

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

b) By The Hills Local Environmental Plan 2019 local provision?

**NO**

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

c) By The Hills Development Control Plan 2012 provision?

**NO**

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

**ii. Bushfire**

**YES**

**Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by bushfire. That question is answered in Section 11 of this certificate.**

The NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2018'. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site [www.rfs.nsw.gov.au](http://www.rfs.nsw.gov.au)

The Hills Development Control Plan 2012 may also contain provisions for development on Bushfire Prone Land and Bushfire Hazard Management. Refer Part 1(1) of this certificate for the applicable Development Control Plan.

**iii. Tidal Inundation**

**NO**

**Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by tidal inundation.**

**iv. Subsidence**

**NO**

**Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by subsidence.**

**v. Acid sulfate soils**

**NO**

**vi. Contamination**

**NO**

**Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by contamination or potential contamination.**

**vii. Aircraft noise**

**NO**

**Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by aircraft noise.**

**viii. Salinity**

**NO**

**Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by salinity.**

**ix. Coastal hazards**

**NO**

**Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by coastal hazards.**

**x. Sea level rise**

**NO**

**Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by sea level rise.**

**xi. Any other risk, other than flooding**

**NO**

**Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by any other risk, other than flooding.**

### **11 Bush fire prone land**

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

(2) If none of the land is bush fire prone land, a statement to that effect.

**NO**

**None of the land is bushfire prone land.**

### **12 Loose-fill asbestos insulation**

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

Council has **not** been notified by NSW Fair Trading that the land includes any residential premises that are listed on the register. Refer to the NSW Fair Trading website at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) to confirm that the land is not listed on this register.

**Note:** There is potential for loose-fill asbestos insulation in residential premises that are not listed on the Register. Contact NSW Fair Trading for further information.

### **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](#).

**NO**

### **14 Paper subdivision information**

(1) The name of a development plan adopted by a relevant authority that—

- (a) applies to the land, or
- (b) is proposed to be subject to a ballot.

**NO DEVELOPMENT PLAN APPLIES**

(2) The date of a subdivision order that applies to the land.

**NO SUBDIVISION ORDER APPLIES**

(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**

If the land is land in relation to which a property vegetation plan is approved and in force under the [Native Vegetation Act 2003](#), Part 4, a statement to that effect, but only if the

council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

**NO**

## **16 Biodiversity stewardship sites**

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

**NO**

Note—

Biodiversity stewardship agreements include biobanking agreements under the [Threatened Species Conservation Act 1995](#), Part 7A that are taken to be biodiversity stewardship agreements under the [Biodiversity Conservation Act 2016](#), Part 5.

## **17 Biodiversity certified land**

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

**NO**

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](#)**

Whether an order has been made under the [Trees \(Disputes Between Neighbours\) Act 2006](#) to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

**NO**

## **19 Annual charges under [Local Government Act 1993](#) for coastal protection services that relate to existing coastal protection works**

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

**NO**

- (2) In this section—

**existing coastal protection works** has the same meaning as in the [Local Government Act 1993](#), section 553B.

Note—

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

## **20 Western Sydney Aerotropolis**

Whether under [State Environmental Planning Policy \(Precincts—Western Parkland City\) 2021](#), Chapter 4 the land is—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or

**NO**

(b) shown on the [Lighting Intensity and Wind Shear Map](#), or

**NO**

(c) shown on the [Obstacle Limitation Surface Map](#), or

**NO**

(d) in the “public safety area” on the [Public Safety Area Map](#), or

**NO**

(e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

**NO**

## **21 Development consent conditions for seniors housing**

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

**NO**

## **22 Site compatibility certificates and development consent conditions for affordable rental housing**

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

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

**NO**

(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).

(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).

**NO**

(4) In this section—

**former site compatibility certificate** means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

**Note.** The following matters are prescribed by section 59 (2) of the [Contaminated Land Management Act 1997](#) as additional matters to be specified in a planning certificate:

(a) that 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) that 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) that 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) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of the Act – if it is subject to such an order at the date when the certificate is issued,

**NO**

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

**NO**

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**THE HILLS SHIRE COUNCIL**

**MICHAEL EDGAR**  
**GENERAL MANAGER**

Per: 

**PLEASE NOTE: COUNCIL RETAINS THE ELECTRONIC ORIGINAL OF THIS CERTIFICATE. WHERE THIS CERTIFICATE REFERS TO INFORMATION DISPLAYED ON COUNCIL'S WEBSITE OR TO ANY EXTERNAL WEBSITE, IT REFERS TO INFORMATION DISPLAYED ON THE WEBSITE ON THE DATE THIS CERTIFICATE IS ISSUED.**

**ATTACHMENT 2(b)**  
**Zone R4 High Density Residential**

**1 Objectives of zone**

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage high density residential development in locations that are close to population centres and public transport routes.

**2 Permitted without consent**

Home businesses; Home occupations

**3 Permitted with consent**

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Home-based child care; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Shop top housing; Any other development not specified in item 2 or 4

**4 Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Local distribution premises; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

**NOTE:** This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2019 which defines words and expressions for the purpose of the plan.

**NOTE:** Activities permitted without development consent are still subject to other provisions in Environmental Planning Instruments and/or Acts.



# RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES REGULATION 2019

## IMPORTANT INFORMATION

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

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms **and** conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit [www.fairtrading.nsw.gov.au](http://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 02 / 09 / 2022 at Baulkham Hills 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: Ying-Ying Chen A.B.N. (if applicable): \_\_\_\_\_  
 Landlord telephone number or other contact details: yingyingchen@bigpond.com  
 If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in: \_\_\_\_\_

Landlord 2 Name: Chun-Tung Ho A.B.N. (if applicable): \_\_\_\_\_  
 Landlord telephone number or other contact details: \_\_\_\_\_  
 If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in: \_\_\_\_\_

**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)]

C/- 28 Old Northern Road, Baulkham Hills NSW 2153

**Note.** These details must be provided for landlord(s) if there is no landlord's agent.

[Insert corporation name and business address of landlord(s) if landlord(s) is a corporation]

**Tenant** [Insert name of tenant(s) and contact details]

Tenant 1 Name Gayle Maree Willett  
 Phone 0416112929 Email Gmwillett@gmail.com

Tenant 2 Name \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

Tenant 3 Name \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

Tenant 4 Name \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

**Landlord's agent details** [Insert name of landlord's agent (if any) and contact details]

Licensee Bruce Gilmour Pty Ltd  
 Trading as Gilmour Property Agents A.B.N. 76 003 982 045  
 Address 28 Old Northern Road  
BAULKHAM HILLS, NSW Postcode 2153  
 Phone 02 9899 3311 Fax 02 9899 3591 Mobile \_\_\_\_\_ Email rentals@gilmour.com.au

**Tenant's agent details** [Insert name of tenant's agent (if any) and contact details]

Name/s NIL A.B.N. NIL  
 Address NIL  
 \_\_\_\_\_ Postcode NIL  
 Phone NIL Fax NIL Mobile NIL Email NIL

## RESIDENTIAL TENANCY AGREEMENT

**Term of agreement**

The term of this agreement is:

- 6 months
- 12 months
- 2 years
- 3 years
- 5 years
- Other (please specify):
- Periodic (no end date)

starting on 05 / 09 / 2022 and ending on 03 / 09 / 2023 [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 Unit 10 / 17-19 Hutchinson Av

Suburb Kellyville

State NSW

Postcode 2155

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

2x Car Spot

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]

Nil.

**Rent**

The rent is \$ 640.00 per week payable in advance starting on 05 / 09 / 2022 .

**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 Macquarie Bank Limited at Sydney by ~~cash or~~ Electronic Funds Transfer (EFT), or
- (b) into the following account,  or any other account nominated by the landlord:

BSB number: 182 222

Account number: 3038 43486

Account name: Gilmour Property Agents

Payment reference: 0047311253 , or

- (c) as follows: BPAY Details: Biller Code #4481 Reference #0047311253

**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 \$2560.00 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  persons may ordinarily live in the premises at any one time.

**Urgent repairs**

Nominated tradespeople for urgent repairs:

Electrical repairs:  Telephone:

Plumbing repairs:  Telephone:

Other repairs:  Telephone:

**Water usage**

Will the tenant be required to pay separately for water usage?  Yes  No If yes, see clauses 12 and 13.

**Utilities**

Is electricity supplied to the premises from an embedded network?  Yes  No

Is gas supplied to the premises from an embedded network?  Yes  No

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

**Smoke alarms**

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

Hardwired smoke alarm

Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?  Yes  No

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

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?  Yes  No

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

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?  Yes  No

**Strata by-laws**

Are there any strata or community scheme by-laws applicable to the residential premises?  Yes  No If yes, see clauses 38 and 39.

**Giving notices and other documents electronically [optional] [Cross out if not applicable]**

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

**Landlord**

Does the landlord give express consent to the electronic service of notices and documents?  Yes  No If yes, see clause 50.

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

**Tenant**

Does the tenant give express consent to the electronic service of notices and documents?  Yes  No If yes, see clause 50.

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

**Condition report**

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

**Tenancy laws**

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

**REINSW**REAL ESTATE INSTITUTE  
OF NEW SOUTH WALES**RESIDENTIAL TENANCY AGREEMENT****RIGHT TO OCCUPY THE PREMISES**

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

**COPY OF AGREEMENT**

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

**RENT**

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

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

**RENT INCREASES**

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

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

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

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

- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

**RENT REDUCTIONS**

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

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

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

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

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

**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

## RESIDENTIAL TENANCY AGREEMENT

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

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

## LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

**19. The landlord agrees:**

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

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

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

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

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

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

## URGENT REPAIRS

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

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

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

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

## SALE OF THE PREMISES

**21. The landlord agrees:**

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

**RESIDENTIAL TENANCY AGREEMENT**

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

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

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

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

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

**LANDLORD'S ACCESS TO THE PREMISES**

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

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

**24.2** if the Civil and Administrative Tribunal so orders,

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

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

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

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

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

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

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

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

**24.11** if the tenant agrees.

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

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

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

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

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

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

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

**PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS**

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

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

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

**FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES**

**30. The tenant agrees:**

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

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

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

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

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

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

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

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

**LOCKS AND SECURITY DEVICES**

**32. The landlord agrees:**

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



- 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



**42.6** repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

**42.7** reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

**Note 1.** Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

**Note 2.** Clauses 42.2–42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

**Note 3.** A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

**Note 4.** Section 64A of the Act provides that a smoke alarm includes a heat alarm.

#### 43. The tenant agrees:

**43.1** to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

**43.2** that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

**43.3** to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15–17 of the *Residential Tenancies Regulation 2019*.

**Note.** Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

**44. The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

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

#### SWIMMING POOLS

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

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

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

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

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

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

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

#### LOOSE-FILL ASBESTOS INSULATION

##### 47. The landlord agrees:

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

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

#### COMBUSTIBLE CLADDING

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

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

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

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

#### SIGNIFICANT HEALTH OR SAFETY RISKS

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

#### ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

##### 50. The landlord and the tenant agree:

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

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

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

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

#### BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

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

**RESIDENTIAL TENANCY AGREEMENT**

- 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.]~~

~~NIL~~

~~54. The tenant agrees:~~

- ~~54.1 to supervise and keep the animal within the premises, and~~
- ~~54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and~~
- ~~54.3 to ensure that the animal is registered and micro-chipped if required under law, and~~
- ~~54.4 to comply with any council requirements.~~

~~55. The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.~~

**ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT**

**56. The landlord and tenant:**

- 56.1 **agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated  /  /  (insert a date if the landlord and tenant agree to this clause) forms part of this agreement,
- 56.2 **acknowledge** that the tenant's responses in that condition report form part of this agreement, and

**56.3 agree** that two physical copies of that condition report, or one electronic copy, have been given to the tenant on or before the date of this agreement.

**ADDITIONAL TERM - TENANT'S CARE AND USE OF THE RESIDENTIAL PREMISES**

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

- 57.1 to use the residential premises for residential purposes only;
- 57.2 not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday, without the prior written consent of the landlord where such consent may be refused in the landlord's absolute discretion;
- 57.3 to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
- 57.4 to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 57.5 to wrap up and place garbage in a suitable container;
- 57.6 to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;
- 57.7 to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- 57.8 to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;
- 57.9 to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;
- 57.10 to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;
- 57.11 to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;
- 57.12 not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 57.13 not to store rubbish, unregistered vehicles, any inflammable, dangerous or hazardous chemical, liquid or gas (with the exception of petrol or gas stored in the fuel tank of any registered motor vehicle) or other inflammable, dangerous or hazardous material on the residential premises, and storage of any items on the residential premises is at the tenant's own risk; and
- 57.14 to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

**ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES**

**58. The tenant agrees:**

- 58.1 to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and

## RESIDENTIAL TENANCY AGREEMENT

**58.2** the availability of telephone or fax lines, internet services, analogue, digital or cable television (and the adequacy of such services) are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such sockets or service points located in the residential premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries. The landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aerials or antennas or to carry out any upgrades in respect of television or internet reception on the residential premises.

**ADDITIONAL TERM - RENT AND RENTAL BOND****59. The tenant agrees:**

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

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

**ADDITIONAL TERM - OCCUPANTS****61. The tenant agrees:**

- 61.1** not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*, and
- 61.2** to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

**ADDITIONAL TERM - TERMINATION**

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

**63. The tenant agrees:**

- 63.1** upon termination of this agreement, to:
- promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010*;
  - promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and
  - comply with its obligations in clause 18 of this agreement; and

**63.2** that the tenant's obligations under this agreement continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

**64.** Notwithstanding any termination of this agreement, **the tenant acknowledges and agrees** that an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement.

**65. The landlord and the tenant agree that:**

- 65.1** any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement; and
- 65.2** the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

**Note:** Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days. Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

**Note:** If the tenant breaches this agreement the landlord should refer to section 87(2) of the *Residential Tenancies Act 2010*.

**ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS****66. The tenant acknowledges and agrees:**

- 66.1** to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;
- 66.2** where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law;
- 66.3** where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*), to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time; and
- 66.4** that, at the tenant's cost, the owners corporation or strata managing agent may dispose of abandoned goods, perishable goods or rubbish left on common property.

**ADDITIONAL TERM - SWIMMING POOLS**

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

~~**67. Unless otherwise agreed by the landlord and tenant in writing, the tenant agrees:**~~

- ~~**67.1** to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;~~
- ~~**67.2** to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;~~
- ~~**67.3** to keep the water level above the filter inlet at all times;~~
- ~~**67.4** to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;~~
- ~~**67.5** not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and~~
- ~~**67.6** to ensure that the pool safety gate or access door is self-closing at all times.~~

# RESIDENTIAL TENANCY AGREEMENT

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

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

68.1 the rent will be increased to

\$		per Week
	on	/ /
to \$		per
	on	/ /

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


**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

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

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

69.1 the rent will be increased to

\$		per
	on	/ /
to \$		per
	on	/ /

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


**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

**Note:** The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months, and may be increased whether or not the agreement sets out the amount of the increase or the method of calculating the increase.

### ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

70. For avoidance of doubt:

- 70.1 a condition report which accompanies this agreement, forms part of this agreement;
- 70.2 a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report; and

70.3 if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days after taking possession of the residential premises, then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

### ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS

71. **The tenant agrees:**

- 71.1 to reimburse the landlord, within 30 days of being requested to do so, for:
  - (a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;
  - (b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and
  - (c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;
- 71.2 to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 42 of this agreement; and
- 71.3 to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food.

### ADDITIONAL TERM - TENANCY DATABASES

72. **The landlord or the landlord's agent advises and the tenant acknowledges and agrees** that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act 2010*.

### ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY

*[This clause does not apply if there is no garage, storage cage, open car space or other storage facility on the residential premises]*

- 73. **The tenant agrees** that if the premises include a garage then the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.
- 74. **The landlord gives** no undertaking as to the security and /or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

### ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

75. **The tenant agrees** to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.

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OF NEW SOUTH WALES**RESIDENTIAL TENANCY AGREEMENT**

76. **The landlord agrees** to provide to the tenant's agent (if appointed) all notices and documents that it gives to the tenant.

**ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS**

77. Where the tenant has been provided with the requisite notice pursuant to clause 24.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.

78. **The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 24.

**ADDITIONAL TERM - PRIVACY POLICY**

79. The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.

The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:

- (a) identify and verify the tenant's identity;
- (b) process and assess any application received in relation to the lease of the residential premises;
- (c) assess the tenant's ability to meet their financial and other obligations under this agreement;
- (d) manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
- (e) contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;
- (f) comply with any applicable law;
- (g) liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;
- (h) negotiate the lease for the residential premises;
- (i) process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- (j) comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and (if appointed) the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Courts and

applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods, and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and /or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, and unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box:  or otherwise notify the landlord and /or landlord's agent using the contact details of the landlord and /or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

**ADDITIONAL TERM - ACKNOWLEDGEMENTS**

**80. The landlord and tenant each acknowledge that:**

- 80.1** the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement;
- 80.2** the additional terms and conditions may be included in this agreement only if:
  - (a) they do not contravene the *Residential Tenancies Act 2010* (NSW), the *Residential Tenancies Regulation 2019* (NSW) or any other Act; and
  - (b) they are not inconsistent with the standard terms and conditions of this agreement; and
- 80.3** The Real Estate Institute of New South Wales Limited (REINSW) is not and cannot be responsible for the drafting and content of any additional terms and /or conditions that are included in any annexure to this agreement.

**SCHEDULE A****SPECIAL CONDITIONS - FLATS****Special Condition 1 - Vehicles**

The tenant must not park or stand any motor or other vehicle on common area, or permit a motor vehicle to be parked or stood on common area, except with the prior written approval of the landlord or as permitted by a sign authorised by the landlord.

**Special Condition 2 - Damage to lawns and plants on the common areas**

The tenant must not, except with the prior written approval of the landlord:

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

**Special Condition 3 - Obstruction of common areas**

The tenant must not obstruct lawful use of common areas by any person except on a temporary and non-recurring basis.

**Special Condition 4 - Noise**

The tenant, or any invitee of the tenant, must not create any noise in the flat or the common area likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

**Special Condition 5 - Behaviour of tenants and invitees**

- (a) The tenant, or any invitee of the tenant, when on the common area must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common area.
- (b) The tenant must take all reasonable steps to ensure that their invitees:
  - (i) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area; and
  - (ii) without limiting paragraph (b)(i), comply with Special Condition 5(a).

**Special Condition 6 - Children playing on common areas in building**

Any child for whom the tenant is responsible may play on any area of the common area that is designated by the landlord for that purpose but may only use an area designated for swimming while under adult supervision. The tenant must not permit any child of whom the tenant is responsible, unless accompanied by an adult exercising effective control, to be or to remain on the common area that is a laundry, car parking area or other area of possible danger or hazard to children.

**Special Condition 7 - Smoke penetration**

The tenant, and any invitee of the tenant, must not smoke tobacco or any other substance on the common area, except:

- (a) in an area designated as a smoking area by the landlord, or
- (b) with the written approval of the landlord.

The tenant who is permitted under this Special Condition to smoke tobacco or any other substance on common area must ensure that the smoke does not penetrate to any other flat. The tenant must ensure that smoke caused by the smoking of tobacco or any other substance by the tenant, or any invitee of the tenant, in the flat does not penetrate to the common area or any other flat.

**Special Condition 8 - Preservation of fire safety**

The tenant must not do any thing or permit any invitees to do any thing in the flat or common area that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the flats or common areas.

**Special Condition 9 - Storage of inflammable, dangerous or hazardous liquids and other substances and materials**

- (a) The tenant must not, except with the prior written approval of the landlord, use or store in the flat, garage or carport or on the common area any inflammable, dangerous or hazardous chemical, liquid or gas or other inflammable, dangerous or hazardous material.
- (b) This Special Condition does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**Special Condition 10 - Appearance of flat**

- (a) The tenant must not, without the prior written approval of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.
- (b) This Special Condition does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with Special Condition 12.

**Special Condition 11 - Cleaning windows and doors**

- (a) Except in circumstances referred to in Special Condition 11(b), the tenant is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the flat, including so much as is common area.
- (b) The landlord is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the tenant safely or at all.

**Special Condition 12 - Hanging out of washing**

The tenant may hang any washing on any lines provided by the landlord for that purpose. The tenant may hang washing on any part of the flat other than over the balcony railings. In each case, the washing may only be hung for a reasonable period. In this Special Condition, "washing" includes any clothing, towel, bedding or other article of a similar type.

**Special Condition 13 - Disposal of waste - bins for individual flats (applicable where individual flats have bins)**

- (a) The tenant must:
  - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
  - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
  - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on the common area;
  - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste;
  - (v) maintain bins for waste within the flat, or on any part of the common area that is authorised by the landlord, in clean and dry condition and appropriately covered;
  - (vi) not place any thing in the bins of the owner or occupier of any other flat except with the permission of that owner or occupier;
  - (vii) place the bins within an area designated for collection by the landlord not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the flat or other area authorised for the bins; and
  - (viii) notify the local council of any loss of, or damage to, bins provided by the local council for waste.

- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

**Special Condition 14 - Disposal of waste - shared bins  
(applicable where bins are shared by flats)**

- (a) The tenant must:
  - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
  - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
  - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on common area; and
  - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

**Special Condition 15 - Change in use or occupation of flat to be notified**

- (a) The tenant must notify the landlord if the tenant changes the existing use of the flat.
- (b) Without limiting Special Condition 15(a), the following changes of use must be notified:
  - (i) a change that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes); and
  - (i) a change to the use of the flat for short-term or holiday letting.
- (c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

**Special Condition 16 - Compliance with planning and other requirements**

The tenant must ensure that the flat is not used for any purpose that is prohibited by law and that the flat is not occupied by more persons than are allowed by law to occupy the flat.

**NOTES.****1. Definitions**

In this agreement:

**landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

**landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

**LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

**rental bond** means money paid by the tenant as security to carry out this agreement.

**residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

**tenancy** means the right to occupy residential premises under this agreement.

**tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

**2. Continuation of tenancy (if fixed term agreement)**

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

**3. Ending a fixed term agreement**

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

**4. Ending a periodic agreement**

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

**5. Other grounds for ending agreement**

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

**6. Warning**

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

**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*.

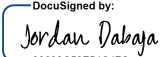
**SIGNED BY THE LANDLORD /LANDLORD'S AGENT**

DocuSigned by:  
  
90693C53F54C47C...  
\_\_\_\_\_  
(Signature of landlord /landlord's agent)

5/9/2022  
\_\_\_\_\_  
(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:  
  
90693C53F54C47C...  
\_\_\_\_\_  
(Signature of landlord /landlord's agent)

5/9/2022  
\_\_\_\_\_  
(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:  
  
BE0880E2628348D...  
\_\_\_\_\_  
(Signature of tenant)

\_\_\_\_\_  
(Signature of tenant)

5/9/2022  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of tenant)

\_\_\_\_\_  
(Signature of tenant)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**TENANT INFORMATION STATEMENT**

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

DocuSigned by:  
  
BE0880E2628348D...  
\_\_\_\_\_  
(Signature of tenant)

\_\_\_\_\_  
(Signature of tenant)

5/9/2022  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of tenant)

\_\_\_\_\_  
(Signature of tenant)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or
- (b) Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- (c) your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)

## ANNEXURE

If applicable, include additional Terms and Conditions below



**ANNEXURE**



# 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://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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