

# Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	BC Property Agents 7 Dunoon Place, Bangor 2234	Phone: 0418965756 Fax: 02 9475 4002 Email: matthew52@outlook.com
co-agent	NIL	
vendor	Matthew James Jons & Tanya Louise Jones 40 St Georges Terrace Dubbo NSW 2830	
vendor's solicitor	Dubbo Legal 3/120 Bourke Street Dubbo NSW 2830	Phone/Fax: (02) 6882 4680 Email: lluk.dubbolegal@gmail.com
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	58 / 2 Schofield Place MENAI NSW 2234 Registered Plan: Lot 26 Strata Plan 53805 Folio Identifier: 26/SP53805	
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 type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Townhouse	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> other: 2 Air conditioners, 3 Ceiling fans, 2 Smoke detectors
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$
balance	\$
contract date	(if not stated, the date this contract was made)
buyer's agent	

vendor

**GST AMOUNT** (optional)

The price includes  
GST of: \$

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

**Choices**

Vendor agrees to accept a **deposit-bond** (clause 3)  
**Proposed electronic transaction** (clause 30)

☒ NO ☐ yes  
☐ no ☒ YES

**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 *RW payment*  
(residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide  
further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

***RW payment (residential withholding payment) – further 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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

Amount purchaser must pay – price multiplied by the *RW 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

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

Peter Clisdell Pty Ltd  
 623 Princes Hwy, Rockdale NSW 2216  
 Phone: (02) 9556 5222  
 Fax: (02) 9556 5223

**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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, **EXCEPT** in the circumstances listed in paragraph 3.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business 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:

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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.

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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	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 by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i> );
<i>RW 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>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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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 18B of the Swimming Pools Regulation 2008).

## 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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
  - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

### 5 Requisitions

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

### 6 Error or misdescription

- 6.1 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

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

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

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

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

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

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

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

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

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

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

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

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

## 8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;



- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do 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 purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

#### 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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

**• Purchaser**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *remittance amount* payable;
  - *RW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

**• Place for completion**

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.

**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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and



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

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

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

## 19 Rescission of contract

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

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

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

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

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

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

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

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

## 20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

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; and

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

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 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

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

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

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

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

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

20.14 The details and information provided in this contract (for example, on pages 1 - 3) 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.

## 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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 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 14.5 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 not disclosed in this contract; or
  - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.

## **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 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.
- 30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <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>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <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 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>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>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <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>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ENCL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <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> .   |

### 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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4      serve evidence of receipt of payment of the *remittance amount*.
- 31.3      The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4      If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5      If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

58 / 2 Schofield Place MENAI NSW 2234



## **ADDITIONAL CLAUSES FORMING PART OF THIS CONTRACT**

Between **MATTHEW JAMES JONES & TANYA LOUISE JONES** (as vendor)  
and (as purchaser)

### **32. Amendments to standard printed provisions**

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

- (a) clause 1, definition of bank : - delete the words “a building society or a credit union”;
- (b) clause 1, definition of settlement cheque: - delete the second bullet point in its entirety which reads “if authorized in writing by the vendor or the vendor’s solicitor, some other cheque”;
- (c) clause 7.1.1:- is deleted;
- (d) clause 7.1.3:- is deleted;
- (e) clause 7.2.1:- substitute the words “10% of the price” with \$1.00”;
- (f) clause 8.1.3:- replace the figure “14” with “7”;
- (g) clause 10.1:- insert the words “or delay completion” between the words “terminate” and “in”;
- (h) clause 10.1.8:- replace the word “substance” with “existence”;
- (i) clause 10.1.9:- replace the word “substance” with “existence” and the word “disclosed” with “noted”;
- (j) clause 10.2:- insert the words “requisition, make a claim against the vendor” between the words “cannot” and “rescind”;
- (k) clause 11.1:- replace the word “Normally” with the words “Unless the details of any work order are disclosed prior to the date of this contract”;
- (l) clause 12.2 is deleted;
- (m) clause 14.4.2 is deleted;
- (n) clause 16.5 is amended by deleting the words “, plus another 20% of that fee”;
- (o) clause 16.8 is deleted;
- (p) clause 16.13:- replace the words “completion address” with the words “place nominated by the vendor”;
- (q) clause 18.7 is deleted;

- (r) clause 23.5.2:- the words “but is disclosed in this contract” are deleted;
- (s) clause 23.6 including all its subclauses are deleted;
- (t) clause 23.7 is deleted;
- (u) clause 23.9.1:- replace the figure “1%” with “5%”;
- (v) clause 23.13:- all words are deleted and replaced with the words “The vendor hereby authorise the purchaser to apply for a section 184 certificate at its own cost under the Strata Schemes Management Act 2015 and the purchaser must serve a copy of the said certificate to the vendor at least 7 days prior to completion”;
- (w) clause 23.14 is deleted;
- (x) clause 23.17 including all its subclauses are deleted;
- (y) clause 25.1.1:- the words “qualified, limited or” are deleted;
- (z) clause 28 is deleted; and
- (aa) clause 29 is deleted.

### **33. Property sold in present state**

- (a) The property is sold with all faults and defects (if any) whether patent or latent, subject to any infestations and dilapidations and subject to all existing services and the purchaser acknowledges that it has acquainted itself with the state and condition of the property (including any buildings and improvements thereon) and has satisfied itself on all matters pertaining thereto.
- (b) The purchaser acknowledges that any inclusions or chattels included in this sale are used goods and are sold in their present condition without any warranty as to condition or fitness. The vendor shall not be liable for any fair wear and tear of any such inclusions or chattels as from the date of this contract.

### **34. No pre-contractual representations**

The purchaser acknowledges that it does not rely upon any warranty or representation made by the vendor or their agent except such are expressly provided herein but has relied upon its own enquiries and inspection of the property. This contract comprises all of the terms of the agreement between the vendor and the purchaser for the sale of the property.

### **35. Purchaser’s acknowledgement**

Subject to Section 52A of the Conveyancing Act 1919 (NSW) and the Conveyancing (Sale of Land) Regulation 2017 (NSW), the purchaser acknowledges that it is purchasing the property in the condition and state of repair as at the date of this contract and subject to any existing water, sewerage, drainage, gas, electricity, telephone and other installations (“Services”) and cannot take any objection, requisition, claim for compensation or exercise any right to rescind or terminate the contract or seek to delay completion in respect of :

- (a) the condition, state of repair, dilapidation or infestation (if any) of the property;
- (b) any latent or patent defect in the property;
- (c) any environmental hazard or contamination;
- (d) the nature, location, availability or non-availability of the Services or defects in the Services;
- (e) whether or not the property is subject to or has the benefit of any rights or easements in respect of the Services;
- (f) any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;
- (g) any rainwater downpipe being connected to the sewer;
- (h) the nature or location of any existing fences or gates erected on or above the property;
- (i) any encroachment by or upon the property; and
- (j) any non-compliance by the property or any building or structure erected upon the property or use of the property with the provisions of the Local Government Act 1993, the Environmental Planning and Assessment Act 1979, the Swimming Pool Act 1992 or any by-law regulation, Ordinance or rule under any of those Acts.

#### **Real Estate Agent**

36. The purchaser warrants that it has not been introduced to the vendor or the property other than by the vendor's agent named on the front page of this contract. The purchaser indemnifies the vendor against any claim made by any other agent, person, firm or company for commission as a result of a breach of this warranty. The provisions of this clause do not merge on completion.

#### **37. Consumer Credit**

- (a) The purchaser acknowledges and warrants to the vendor either that credit is not required to complete this contract or credit to complete this contract has already been approved on terms acceptable to the purchaser.
- (b) The purchaser will indemnify the vendor in respect of all claims or actions and costs arising therefrom in respect of a breach of this warranty.

#### **38. Death, Incapacity, Bankruptcy**

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 had this clause not been included, if either party (and if more than one person comprises that first party then any of them) prior to completion:

- (a) dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or

- (b) being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

### **39. Notice to Complete**

- (a) If a party does not complete this contract on the completion date, the party not in default may, if it is ready willing and able to complete, serve on the party in default a notice to complete requiring the party in default to complete this contract within not less than 14 days of the date of service of the notice making the last day for completion set out in the notice an essential date for completion and specify a time of day between 11 am and 3:30 pm as the time for completion.
- (b) The vendor and the purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.
- (c) The party serving a notice to complete may at any time withdraw the notice to complete by further notice to the party in default and at that party's option, issue a further notice to complete.
- (d) If the vendor issues a notice to complete, the purchaser will be liable for and must pay on demand an amount of \$300.00 for the legal costs incurred by the vendor in issuing the notice to complete. The purchaser must pay the costs to the vendor's solicitor by a separate settlement cheque at completion of this contract.

### **40. Late Completion**

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum calculated daily, commencing on the completion date and continuing until completion of this contract. The purchaser agrees that the interest payable is a genuine pre-estimate of liquidated damages and it is an essential term of this contract that the interest is deemed as part of the balance of purchase money due and payable on completion.

### **41. Particulars of Title**

The purchaser acknowledges that sufficient particulars of title for the preparation of the Transfer are contained in this contract and it shall not require the vendor to provide any further statement of title.

### **42. Trust**

If the purchaser is a trustee of a trust, then it enters into this contract in its personal capacity and as trustee of that trust and the purchaser represents and warrants that it has the power (both in its personal capacity and as trustee of the trust) to enter into and perform its obligations under this contract.

#### **43. Discharges and withdrawals**

The purchaser will not be entitled to require the vendor prior to settlement to register a discharge of any mortgage or withdrawal of any caveat or encumbrance affecting the property but will accept on settlement discharge of any such mortgage or withdrawal of any such caveat or encumbrance as the case maybe in registrable form together with the appropriate registration fees.

#### **44. Interpretation**

- (a) headings are for ease of reference only, and do not affect the interpretation of this contract;
- (b) if there is any inconsistency between the front page, clauses 32 to 48 and the printed conditions, clauses 32 to 48 shall take precedence and apply;
- (c) if the whole or any part of a provision of this contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected; and
- (d) words in this contract importing the singular shall, where the context so admits include the plural meaning and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa and words noting natural person shall include corporation and vice versa.

#### **45. Tenancy Matters**

- (a) Despite the subject to existing tenancies notation on the front page of the contract, the purchaser acknowledges and accepts that the front page of the contract may be marked incorrectly and the property may be sold as vacant possession.
- (b) The purchaser acknowledges that it has made its own enquiries in relation to the tenancy and is not entitled to make any requisitions, objections or claims or delay completion, rescind or terminate this contract on the following grounds:
  - (i) a copy of the lease for the tenancy is not attached to the contract;
  - (ii) vacant possession is not provided at completion;
  - (iii) if the tenant vacates the property prior to the completion date for any reason;
  - (iv) if any tenant has either during his or her occupation or if vacating the property has any junk or rubbish on, in, about or left attached to the property; and
  - (v) if any fixtures (to the extent that they do not form part of the property), fittings, furnishings or chattels are left on, in, about or attached to the property as at or following completion of this contract.

#### **46. GST**

The purchaser warrants that the property will be used predominantly for residential accommodation (and not for commercial residential premises). The purchaser will indemnify the vendor against any liability to pay GST arising from the breach of this warranty. This warranty and indemnity shall not merge on completion.

#### **47. Foreign Investment Review Board approval**

The purchaser warrants that it does not require the approval of the Foreign Investment Review Board to this purchase or that, if it does, that it has obtained the approval. In the event of a breach of this warranty, the purchaser agrees to indemnify and to compensate the vendor for any loss damage penalty or legal costs which may be incurred on the vendor as a consequence of the breach. This warranty and indemnity shall not merge on completion.

#### **48. Directors Guarantee (if purchaser is a corporation)**

(a) This additional clause applies if the purchaser is a corporation. This clause is an essential term of this contract.

(b) The word “guarantor” means:

(a) \_\_\_\_\_ of \_\_\_\_\_; and  
Name Address

(b) \_\_\_\_\_ of \_\_\_\_\_  
Name Address

(being two of the directors of the purchaser or, if the purchaser is a sole director/secretary corporation, the sole director/secretary).

(c) If the guarantor has not executed this clause, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.

(d) In consideration of the vendor entering into this contract at the guarantor’s request, the guarantor unconditionally and irrevocably guarantees to the vendor the due and proper performance of the purchaser under the terms of this contract

(e) The guarantor jointly and severally indemnify the vendor against all losses, costs, expenses, damages or other monies which pursuant to this contract or at law or at equity may become due and payable by the purchaser to the vendor and have not been paid by the purchaser to the vendor.

(f) The guarantor must jointly or severally pay the vendor upon 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.

(g) This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

(h) In confirmation of the guarantee respectively given by the guarantor, the guarantor have executed this contract as a Deed.

**SIGNED SEALED & DELIVERED**   )  
by the guarantor in the presence of:    )

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Signature of guarantor

\_\_\_\_\_  
Name of guarantor

**SIGNED SEALED & DELIVERED**   )  
by the guarantor in the presence of:    )

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Signature of guarantor

\_\_\_\_\_  
Name of guarantor



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 26/SP53805

SEARCH DATE	TIME	EDITION NO	DATE
29/10/2018	4:41 PM	8	3/4/2007

LAND

LOT 26 IN STRATA PLAN 53805  
AT MENAI  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

MATTHEW JAMES JONES  
TANYA LOUISE JONES  
AS JOINT TENANTS

(T AD30141)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP53805
- 2 AD30142 MORTGAGE TO HOMEPATH PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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





FOLIO: CP/SP53805

SEARCH DATE	TIME	EDITION NO	DATE
29/10/2018	4:43 PM	8	3/9/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 53805  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MENAI  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE  
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND  
TITLE DIAGRAM SHEET 1 SP53805

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 53805  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- AUSTRALIAN PROPERTY MANAGERS  
PO BOX 2401  
CARLINGFORD  
NSW 2118

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 THIS STRATA PLAN FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS  
RECORDED ON REGISTER FOLIO 1/270107
- 3 AN680145 CONSOLIDATION OF REGISTERED BY-LAWS
- 4 AN680145 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 53805

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 277	2	- 270	3	- 270	4	- 272
5	- 272	6	- 270	7	- 270	8	- 270
9	- 270	10	- 275	11	- 260	12	- 265
13	- 267	14	- 261	15	- 263	16	- 267
17	- 268	18	- 264	19	- 280	20	- 276
21	- 273	22	- 275	23	- 275	24	- 272
25	- 272	26	- 272	27	- 272	28	- 272
29	- 277	30	- 264	31	- 270	32	- 271
33	- 267	34	- 265	35	- 272	36	- 274
37	- 270						

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP53805  
-----

PAGE 2

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

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

LL/163/15/18

PRINTED ON 29/10/2018

\* 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.

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

• OFFICE USE ONLY

PLAN DRAWING ONLY TO APPEAR IN THIS SPACE

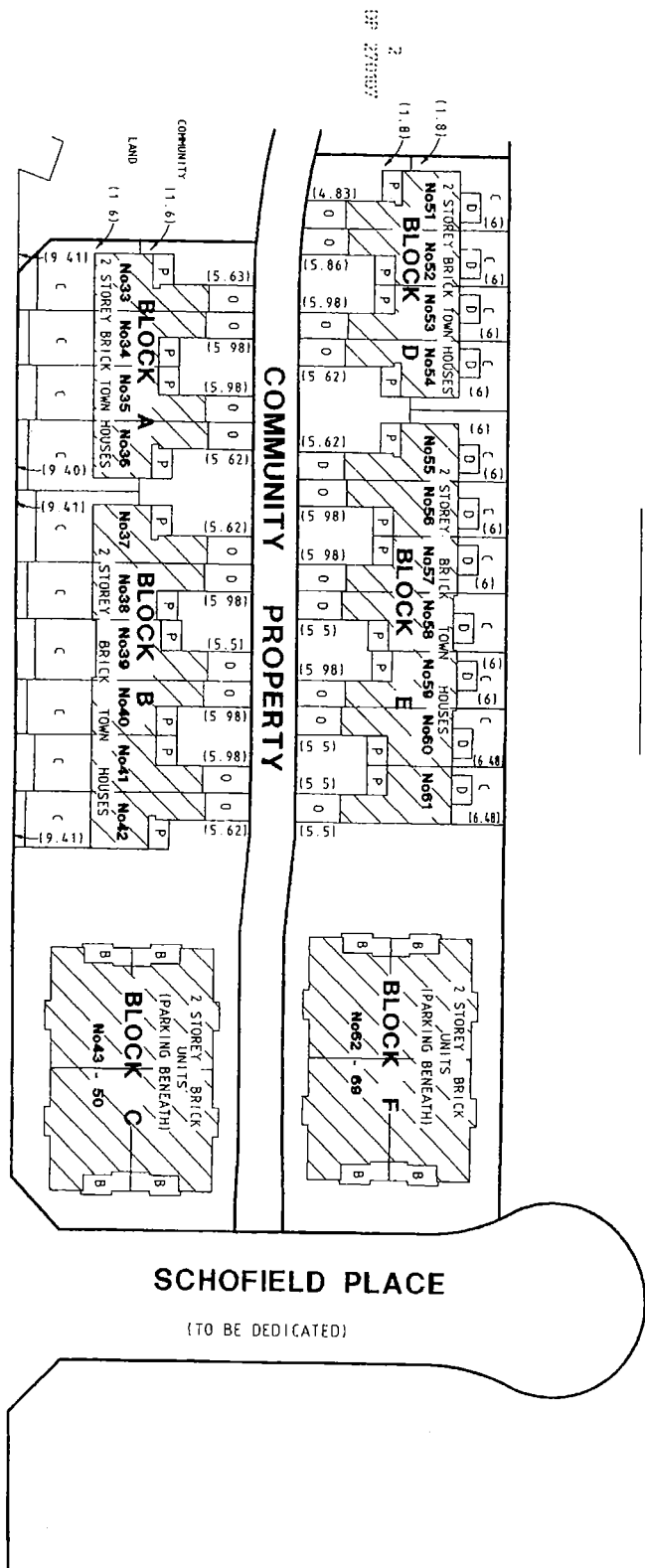
FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 14 Sheets.

STRATA PLAN 53805

LOCATION PLAN



- C - DENOTES COURTYARD
- D - DENOTES DECK
- P - DENOTES PORCH
- B - DENOTES BALCONY
- O - DENOTES OPEN SPACE

Reduction Ratio 1: 500

Lengths are in metres

*P. Bondy*  
 Registered Surveyor

*P. Bondy*  
 Council Clerk

SURVEYORS REFERENCE: 22351-54

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

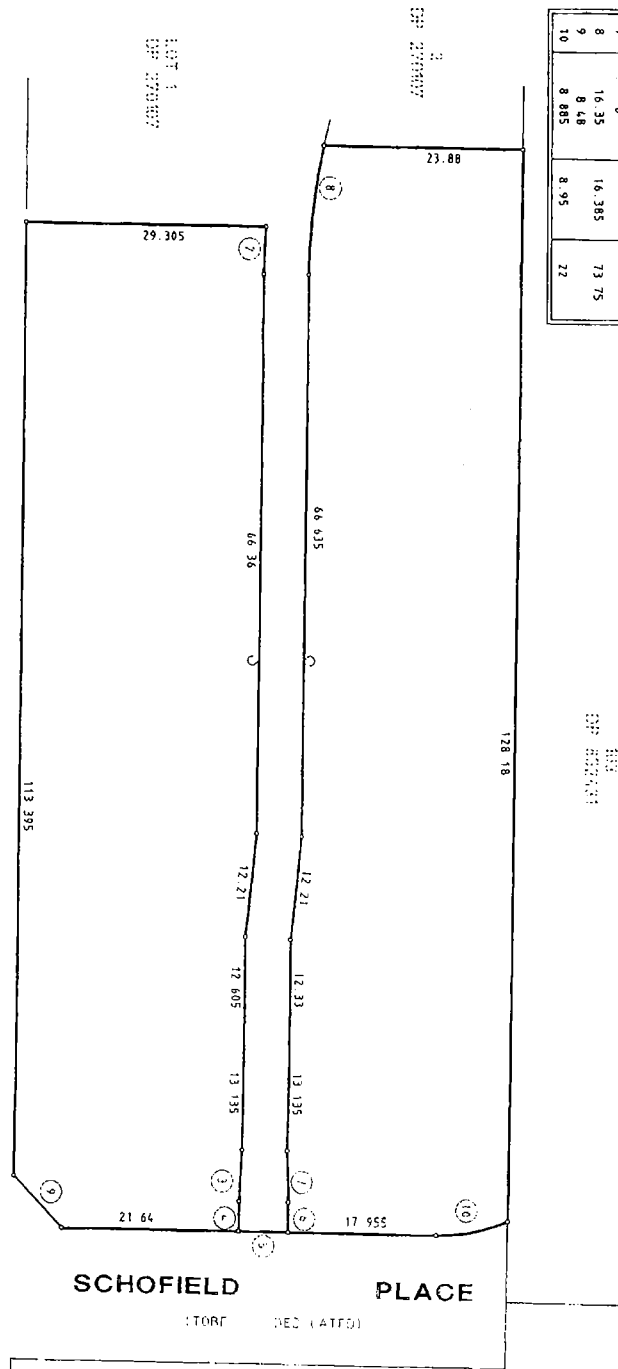
Sheet No. 3 of 14 Sheets.

STRATA PLAN 53805

SCHEDULE of CURVED BOUNDARIES

No.	CHORD	ARC	RADIUS
2	5.63	5.63	79.25
3	6.005		
4	3.5		
5	6		
6	3.5		
7	6		
8	16.35	16.385	73.75
9	8.48		
10	8.885	8.95	72

LOCATION PLAN



Reduction Ratio 1:500

Lengths are in metres

*P. V. V. V.*  
Registered Surveyor

*P. V. V. V.*  
Council Clerk

SURVEYORS REFERENCE: 22354-54

• OFFICE USE ONLY

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 14 Sheets

STRATA PLAN 53805

\* OFFICE USE ONLY

SCHEDULE OF UNIT ENTITLEMENTS	
LOT	ENTITLEMENT
1	277
2	270
3	270
4	272
5	272
6	270
7	270
8	270
9	270
10	275
11	260
12	265
13	267
14	261
15	263
16	267
17	268
18	264
19	280
20	276
21	273
22	275
23	275
24	272
25	272
26	272
27	272
28	272
29	277
30	264
31	270
32	271
33	267
34	265
35	272
36	274
37	270
AGGREGATE	10000

Reduction Ratio 1:

Lengths are in metres

*P. Thompson*  
 Registered Surveyor

27/11/97  
*P. Thompson*  
 Council Clerk

SURVEYORS REFERENCE: 22354-54

FORM 2

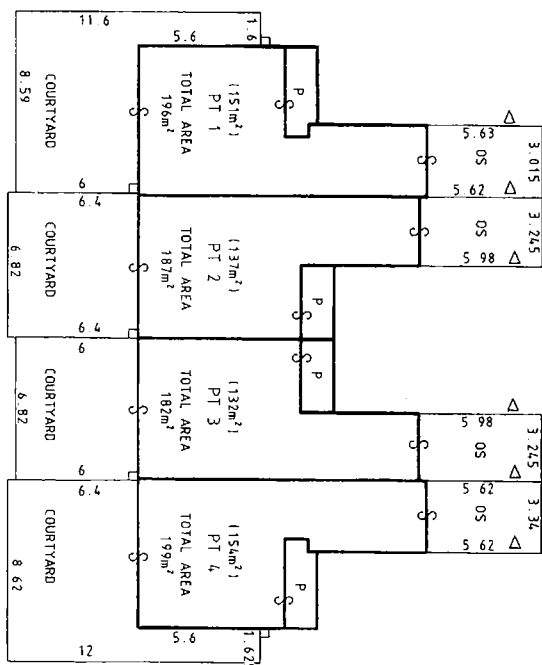
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Sheet No. 5 of 14 Sheets.

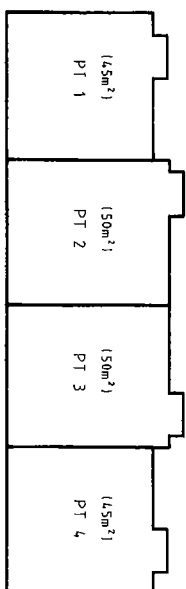
STRATA PLAN 53805

BLOCK A

GROUND FLOOR-LEVEL 1



FIRST FLOOR-LEVEL 2



O.S. DENOTES OPEN SPACE  
 Δ DENOTES PROLONGATION OF  
 LINE OF WALL  
 L DENOTES RIGHT ANGLE  
 P DENOTES COVERED  
 PORCH  
 AREAS ARE APPROXIMATE ONLY

THE HEIGHT OF THE COURTYARDS  
 ARE LIMITED FROM 2.5 BELOW TO  
 3 ABOVE THE GROUND FLOOR LEVEL  
 OF THEIR RESPECTIVE UNITS EXCEPT  
 WHERE COVERED

THE HEIGHT OF THE OPEN SPACES  
 ARE LIMITED IN HEIGHT FROM THE  
 UPPER SURFACE OF THEIR CONCRETE  
 BASE TO 2 ABOVE EXCEPT WHERE  
 COVERED

Reduction Ratio 1:200

Lengths are in metres

P. Vondra  
 Registered Surveyor

SAU/177  
 Clerk

SURVEYORS REFERENCE: 22351-54

FORM 2

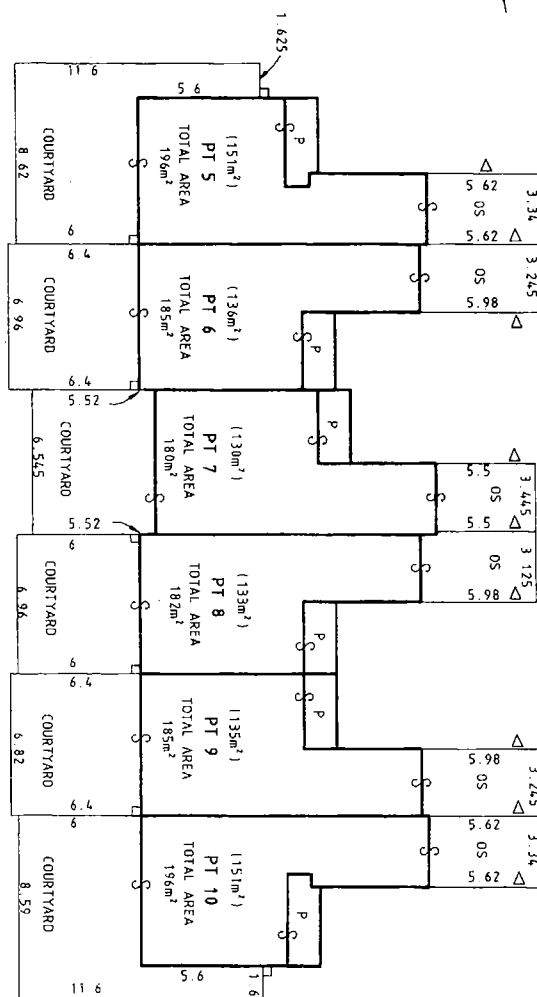
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Sheet No. 6 of 14 Sheets

STRATA PLAN 53805

BLOCK B

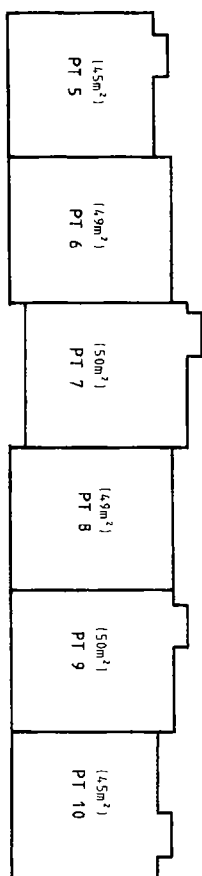
GROUND FLOOR-LEVEL 1



THE HEIGHT OF THE COURTYARDS ARE LIMITED FROM 2.5 BELOW TO 3 ABOVE THE GROUND FLOOR LEVEL OF THEIR RESPECTIVE UNITS EXCEPT WHERE COVERED

THE HEIGHT OF THE OPEN SPACES ARE LIMITED IN HEIGHT FROM THE UPPER SURFACE OF THEIR CONCRETE BASE TO 2 ABOVE EXCEPT WHERE COVERED

FIRST FLOOR-LEVEL 2



O.S. - DENOTES OPEN SPACE  
 Δ DENOTES PROLONGATION OF LINE OF WALL  
 L DENOTES RIGHT ANGLE  
 P DENOTES COVERED PORCH  
 AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1:200

Lengths are in metres

P Underwood  
 Registered Surveyor

6th April 1997  
 Council Clerk

SURVEYORS REFERENCE: 22354-54

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FORM 2

WARNING: CHIPPING OR FOLDING WILL LEAD TO DESTRUCTION

Sheet No. 7 of 14 Sheets

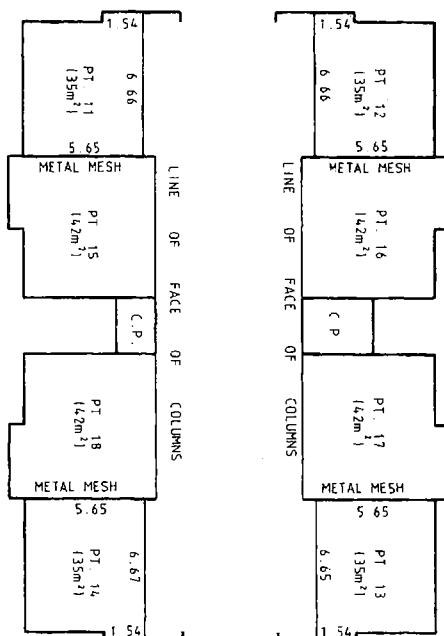
STRATA PLAN

53805

• OFFICE USE ONLY

BLOCK C

BASEMENT PARKING- LEVEL 1



ALL AREAS ARE APPROXIMATE ONLY  
 C P DENOTES COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres

*W. Jones*  
 Registered Surveyor

28-Nov-97

*W. Jones*  
 Council Clerk

SURVEYORS REFERENCE: 22354-54

FORM 2

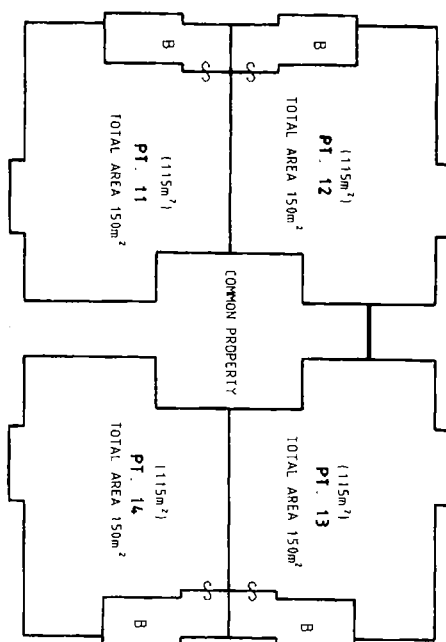
WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 14 Sheets

STRATA PLAN 53805

BLOCK C

GROUND FLOOR-LEVEL 2



B DENOTES COVERED BALCONY  
 AREAS ARE APPROXIMATE ONLY  
 & INCLUDE BALCONIES

Reduction Ratio 1:200

Lengths are in metres

*W. W. W. W.*  
 Registered Surveyor

*W. W. W. W.*  
 Council Clerk

SURVEYORS REFERENCE: 22354-54

\* OFFICE USE ONLY

FORM 2

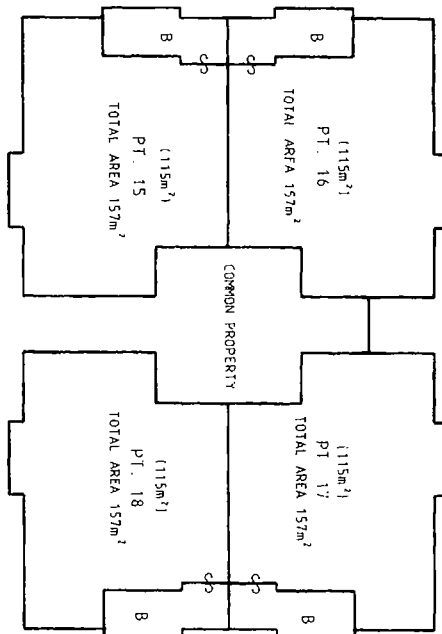
WARNING: CREASING OR FOLDING WILL LEAD TO INJECTION

Sheet No. 9 of 14 Sheets

STRATA PLAN 53805

BLOCK C

FIRST FLOOR-LEVEL 3



B DENOTES BALCONY  
 AREAS ARE APPROXIMATE ONLY  
 & INCLUDE BALCONIES  
 THE HEIGHT OF THE BALCONIES ARE LIMITED  
 FROM THEIR UPPER SURFACE  
 TO 2 ABOVE EXCEPT WHERE COVERED.

Reduction Ratio 1:200

Lengths are in metres

P. V. V. V.  
 Registered Surveyor

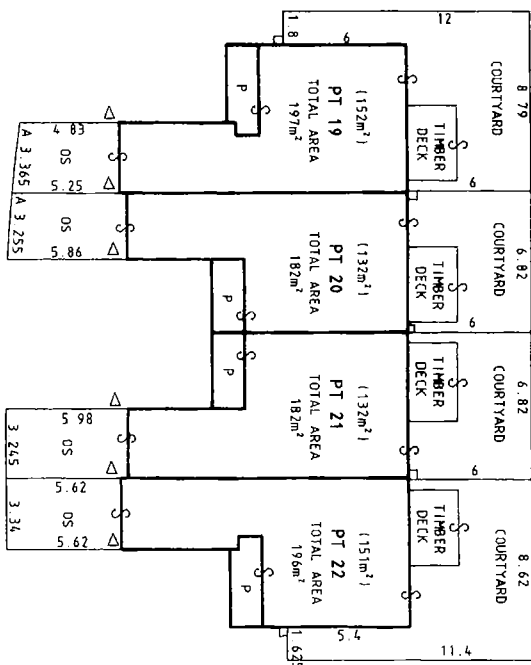
57-477  
 Council Clerk

SURVEYORS REFERENCE: 22354-30

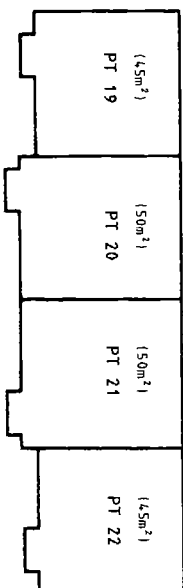
\* OFFICE USE ONLY

Block D

GROUND FLOOR-LEVEL 1



FIRST FLOOR-LEVEL 2



THE HEIGHT OF THE DECKS ARE LIMITED FROM THE UPPER SURFACES OF THEIR BASES TO 2' 5" ABOVE EXCEPT WHERE COVERED

THE HEIGHT OF THE OPEN SPACES ARE LIMITED IN HEIGHT FROM THE UPPER SURFACE OF THEIR CONCRETE BASE TO 2' ABOVE EXCEPT WHERE COVERED

O.S. DENOTES OPEN SPACE

Δ DENOTES PROLONGATION OF  
LINE OF WALL

$\perp$  DENOTES RIGHT ANGLE

DENOTES COVERED  
PORCH

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1:200

**Lengths are in metres**

Registered Surveyor

STA-0677  
  
 Council Clerk

SURVEYORS REFERENCE: Z2354-30

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

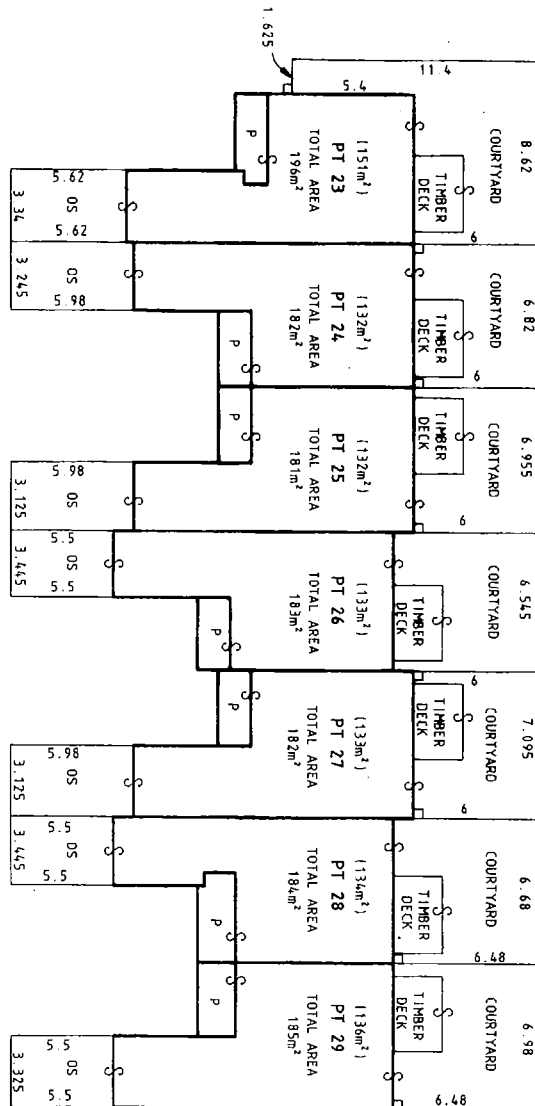
Sheet No. 11 of 14 Sheets.

BLOCK E

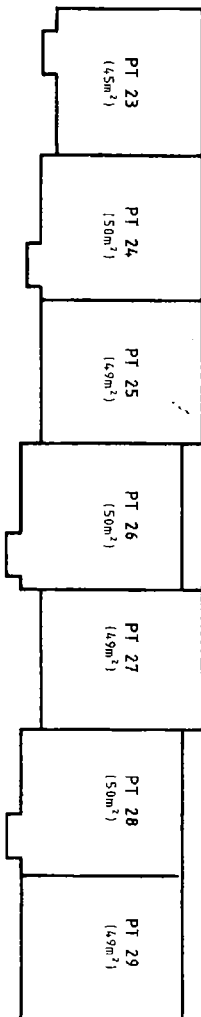
STRAIT PLAN

53805

GROUND FLOOR-LEVEL 1



FIRST FLOOR-LEVEL 2



- S DENOTES OPEN SPACE
- △ DENOTES PROLONGATION OF LINE OF WALL
- └ DENOTES RIGHT ANGLE
- P DENOTES COVERED PORCH
- AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

Council Clerk

SURVEYORS REFERENCE: 2235/- 30

\* OFFICE USE ONLY

FORM 2

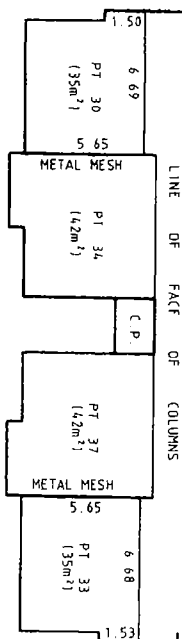
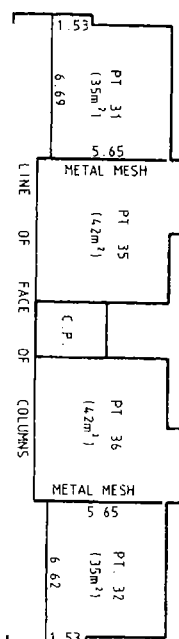
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 12 of 14 Sheets.

STRATA PLAN 53805

BLOCK F

BASEMENT PARKING- LEVEL 1



ALL AREAS ARE APPROXIMATE ONLY  
 C.P. DENOTES COMMON PROPERTY

Reduction Ratio 1: 200

Lengths are in metres

*Wendy Jones*  
 Registered Surveyor

*Wendy Jones*  
 Council Clerk

SURVEYORS REFERENCE: 22354-30

OFFICE USE ONLY

FORM 2

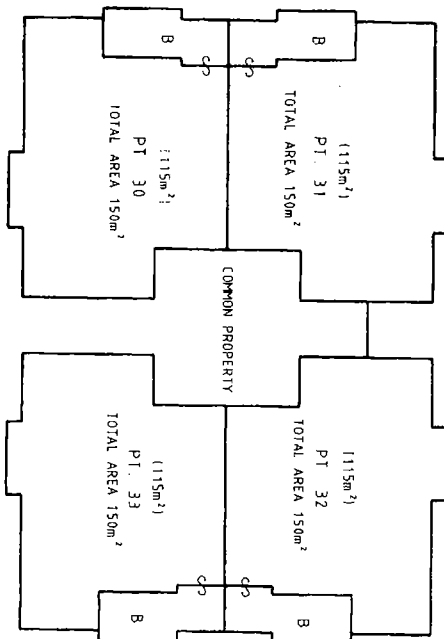
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 13 of 14 Sheets

STRATA PLAN 53805

BLOCK F

GROUND FLOOR-LEVEL 2



B DENOTES COVERED BALCONY  
 AREAS ARE APPROXIMATE ONLY  
 & INCLUDE BALCONIES

Reduction Ratio 1: 200

Lengths are in metres

*P. Henderson*  
 Registered Surveyor

31/07/17

*P. Henderson*  
 Council Clerk

SURVEYORS REFERENCE: 22351-54

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FORM 2

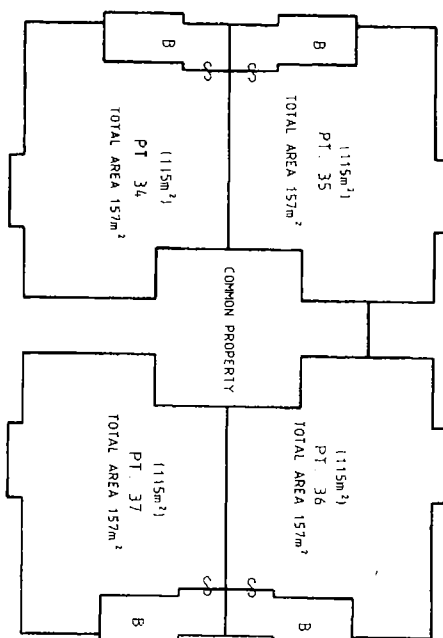
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 14 of 14 Sheets.

STRATA PLAN 53805

BLOCK F

FIRST FLOOR-LEVEL 3



B DENOTES BALCONY  
 AREAS ARE APPROXIMATE ONLY  
 & INCLUDE BALCONIES  
 THE HEIGHT OF THE BALCONIES ARE LIMITED  
 FROM THEIR UPPER SURFACE  
 TO 2 ABOVE EXCEPT WHERE COVERED

Reduction Ratio 1: 200

Lengths are in metres

*P. Vandenbroucke*  
 Registered Surveyor

*P. Vandenbroucke*  
 Council Clerk

SURVEYORS REFERENCE: 22354-54

• OFFICE USE ONLY



Form: 15CH  
Release: 2-0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



**AN680145X**

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

**(A) TORRENS TITLE**

For the common property

CP/SP53805

**(B) LODGED BY**

Document  
Collection  
Box

1095D

Name, Address or DX, Telephone, and Customer Account Number if any

**HIND & ASSOCIATES**

G.P.O. BOX 4519

SYDNEY, 2001

Reference:

123790C

CODE

**CH**

- (C) The Owners-Strata Plan No. 53805 certify that a special resolution was passed on 26/3/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

**(E) Repealed by-law No. NOT APPLICABLE**

Added by-law No. SPECIAL BY-LAWS 28 & 29

Amended by-law No. NOT APPLICABLE

as fully set out below:

AS PER ANNEXURE'S A & B

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

- (G) The seal of The Owners-Strata Plan No. 53805 was affixed on 28/8/18 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority:

Signature:

Name:

Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1702

## **ANNEXURE A**

### **Special By Law 27 –Bathroom Renovations**

#### **1. Introduction**

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

#### **2. Definitions**

In this by-law:

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

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

but does not include work involving structural alterations,

"lot" means any lot in the strata scheme,

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

#### **3. Bathroom Renovations**

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

#### **4. The Conditions**

##### **4.1. Before the Bathroom Renovations**

###### **(a) Prior Notice**

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

###### **(b) Planning Approvals**

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

###### **(c) Insurance Certificates**

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



## **4.2. During the Bathroom Renovations**

### **(a) Quality of the Bathroom Renovations**

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

### **(b) Licensed Contractors**

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

### **(c) Building Code of Australia**

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

### **(d) Time for Completion of the Bathroom Renovations**

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

### **(e) Work Hours**

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

### **(f) Noise and Disturbance**

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

### **(g) Location of the Bathroom Renovations**

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

### **(h) Transportation of Construction Equipment**

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

### **(i) Debris**

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

### **(j) Protection of Building**

You must protect the common property that is affected by the bathroom renovations from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls

leading to your lot, is protected from damage when construction materials, equipment and debris are transported over it.

**(k) Daily Cleaning**

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

**(l) Storage of Building Materials on Common Areas**

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

**(m) Times for Operation of Noisy Equipment**

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

**(n) Cost of the Bathroom Renovations**

You must pay all costs associated with the bathroom renovations.

**4.3. After the Bathroom Renovations**

**(a) Completion Notice**

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

**(b) Waterproofing Certificate**

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

**(c) Restoration of Common Property**

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

**4.4. Enduring Obligations**

**(a) Maintenance of the Bathroom Renovations**

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

**(b) Maintenance of the Common Property**

You must, at your cost, properly maintain the common property occupied by your bathroom renovations and keep that common property in a state of good and serviceable repair and, where

necessary, renew or replace any fixtures or fittings comprised in that common property.

**(c) Repair of Damage**

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

**(d) Appearance of the Bathroom Renovations**

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

**(e) Connection of Utilities**

In the event that electricity, water or any other service is connected to your bathroom renovations and the existing service to your lot is separately metered and charged to your account then you must ensure that the new service is installed so as to also be separately metered and charged to your account.

**(f) Indemnity**

You will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of your bathroom renovations, the altered state, condition or use of the common property arising from your bathroom renovations or any breach of this by-law.

**(g) Compliance with all Laws**

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

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

(a) If you breach any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

(i) rectify that breach,

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

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

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

**ANNEXURE B**

**Special By Law 28 – Minor Renovations**

- a. The Owners Corporation grants authority to the Strata Committee to consider & approve any minor renovations as described in Section 110 of the Strata Schemes Management Act 2015.
- b. Minor renovations are works as described in Section 110 of the Strata Schemes Management Act 2015 and Regulation 28 of the Strata Schemes Management Regulation 2016.
- c. The applicant lot owner must comply with Section 110 of the Strata Schemes Management Act 2015 in its entirety. Special By-Law No. - Bathroom Renovations



A handwritten signature in black ink, appearing to be 'Davi' followed by a flourish.

## **ANNEXURE C**

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

#### **1 Noise**

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

#### **2 Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

#### **3 Obstruction of common property**

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

#### **4 Damage to lawns and plants on common property**

An owner or occupier of a lot must not:

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



A handwritten signature in black ink, appearing to be 'Gavin'.

## **5 Damage to common property**

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

**Note :** This by-law is subject to sections 109 and 110 of the Strata Schemes Management Act 2015.

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

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

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

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

## **6 Behaviour of owners and occupiers**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

## **7 Children playing on common property in building**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.



## **8 Behaviour of invitees**

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

## **9 Depositing rubbish and other material on common property**

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

## **10 Drying of laundry items**

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

## **11 Cleaning windows and doors**

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

## **12 Storage of inflammable liquids and other substances and materials**

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### **13 Moving furniture and other objects on or through common property**

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

### **14 Floor coverings**

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

### **15 Garbage disposal**

An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and

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

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and

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

(e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

## **16 Keeping of animals**

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

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

## **17 Appearance of lot**

(1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

## **18 Notice board**

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

## **19 Change in use of lot to be notified**

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

**RIVERMONT CHASE  
2 SCHOFIELD PLACE MENAI  
STRATA PLAN 53805**



**HOUSE RULES**

Dear Owners/Residents

Clisdells Strata Management and the Executive Committee of the Strata wish to welcome residents to Rivermont Place and forward this for your assistance. We now live in a strata situation, which requires co-operation of all residents to abide by the Strata By-Laws and the Community Association to ensure a pleasant environment for us all to share.

**Please adhere to the following:-**

**1. Car Parking (note signs)**

- Cars are not to park at any time on the roadway, grass areas, or next to or in front of the dividing gate;
- All vehicles are to be parked wholly within the driveway space and are not to overhang onto the roadway;
- Parking bay spaces are for visitors' cars only;
- Definitely no residents to use bays as permanent parking - cars to be parked only in your garage or your own driveway.

**2. Garage**

- Please ensure that no flammable materials are to be stored in garages and storerooms;
- Garage doors to be kept closed to prevent wind damage and to keep the presentation.

**3. Speed Restriction (note signs)**

- Car speed restriction is limited to 15kph within the complex.

**4. Children**

- Children under the age of 14 to be supervised when using/playing on common property;
- No skateboard or scooter riding on the roadways;
- No ball games e.g. football /cricket /soccer etc. on roadways or parking space.

**5. Garbage Bins**

- Council directions for the separation of rubbish for recycling to be adhered to – **health issue**;
- Unit owners must put all garbage in appropriate bins.

- Townhouse owners must not put plastic bags or any other rubbish in the garden waste bins.
- The Council has the right to impose fines if bins are contaminated – **safety/expense issue**;
- Garbage bins must be stored out of sight either at back of townhouses or in the garage – **presentation issue**;
- No dumping of rubbish anywhere in the complex – **health issue**;
- Newspaper and junk mail to be removed by all residents outside townhouses and units;
- Garbage bin to be put out Monday night and not before. Bins must be brought back in and put away by Tuesday night.

**6. Hanging washing**

- Washing must not be hung in an area that is visible from outside your Strata Scheme;
- No washing to be hung on balconies of units at any time;
- No towels or any item to be draped over railings of units at any time **Presentation issue**.

**7. Shopping Trolleys**

- No shopping trolleys to be left in the complex;
- Please return all shopping trolleys back to the shopping area. **Presentation issue**.

**8. Balconies**

- No flower pots to be placed on balcony walls (ledges). **Safety / presentation issue**

**9. Animals**

- No feeding of birds/stray animals etc.;
- Only authorised animals to be kept on site;
- Please ensure when your authorised animal is on Strata or Community Property, that there is no fouling of the roads etc. – **health issue**

**10. Noise**

- No unreasonable noise to be created that interferes with the peace and enjoyment of the residents – **health/enjoyment/presentation issue**. Please consider your neighbours and keep noise levels down to a minimum,

Your full co-operation to the above will create a living environment that everyone will be proud of. Living together and sharing facilities is not easy, but with all residents abiding by these By-Laws, living here will certainly be pleasant.

Thanking you in anticipation of your support and assistance.

**The Executive Committee  
Strata Plan 53805**

## **BY-LAWS STRATA PLAN 53805**

### **Chairman, secretary and treasurer of body corporate**

1. The chairman, secretary and treasurer of the council shall also be respectively the chairman, secretary and treasurer of the body corporate.

### **Council's power to employ agents and servants**

2. A council may employ for and on behalf of the body corporate such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the body corporate.

### **Notice-board**

3. A council shall cause a notice-board to be affixed to some part of the common property.

### **Notice of council meetings**

4. For not less than 72 hours ending immediately before a council holds a meeting it shall cause a notice of its intentions to hold the meeting, containing a detailed agenda for the meeting to be displayed on the notice-board.

### **Council meeting may be required to be convened**

4a. The secretary of a body corporate, or in his absence, any member of the council shall convene a meeting of the council if he is requested so to do by not less than one-third of the members of the council, within the period of time, if any, specified in the request, and, where a member of the council other than the secretary is requested to convene a meeting of the council under this by-law, he may give, on behalf of the council, the notice required to be given under by-law 4.

### **Voting in writing by members of council**

5. Where-

- (a) by-law 4 has been complied with in relation to any meeting;
- (b) the council has caused to be served on each member of the council a copy of any motion for a proposed resolution to be submitted at that meeting; and
- (c) any such resolution has been approved in writing by a majority of the members of the council,

the resolution shall, subject to section 74(3), be as valid as if it had been duly passed at a duly convened meeting of the council, notwithstanding that the meeting was not held.

### **Proprietors' attendance at council meetings**

6. A proprietor or, where that person is a corporation, any company nominee of the corporation is entitled to attend a meeting of the council but may not address the meeting unless authorised by resolution of the council,

### **Minutes of certain resolutions to be included in council's minutes**

7. The council shall cause to be included in its minutes a minute of all resolutions passed pursuant to by-law 5.

#### Display of minutes

8. Unless each proprietor under the strata scheme has previously been provided with copies of the minutes referred to in paragraphs (a) and (b), a council shall cause -

(a) a copy of the minutes of a meeting of the council to be displayed on the notice-board within 7 days after that meeting; and

(b) a copy of a minute of any resolution passed pursuant to by-law 5 to be so displayed within 7 days after the passing thereof;  
and to be kept so displayed for a period of not less than fourteen days

Acts, etc., of council valid notwithstanding vacancy, etc,

9. Any act or proceedings of a council done in good faith is, notwithstanding that at the time when the act or proceeding was done, taken or commenced there was-

(a) a vacancy in the office of a member of the council; or

(b) any defect in the appointment, or any disqualification of any such member,  
as valid as if the vacancy, defect or disqualification did not exist and the council were fully and properly constituted.

#### Powers and duties of secretary of body corporate

10. The powers and duties of a secretary of a body corporate include-

(a) the preparation and distribution of minutes of meetings of the body corporate and the submissions of a motion for confirmation of the minutes of any meeting of the body corporate at the next such meeting;

(b) the giving on behalf of the body corporate and of the council of the notices required to be given under this Act;

(c) the maintenance of the strata roll;

(d) the supply of information on behalf of the body corporate in accordance with section

70(1)(a) (b);

(e) the answering of communications addressed to the body corporate;

(f) the convening of meetings of the council and (apart from its first annual general meeting of the body corporate; and

(g) attendance to matters of an administrative or secretarial nature in connection with the exercise or performance, by the body corporate or the council, of its respective functions.

#### Powers and duties of treasurer of body corporate

11. The powers and duties of a treasurer of a body corporate include-

(a) the notifying of proprietors of any contributions levied pursuant to this Act;

(b) the receipt, acknowledgment and banking of and the accounting for any money paid to the body corporate;

(c) the preparation of any certificate applied for under section 70(1)(c);

(d) the keeping of the accounting records referred to in section 68(1)(g) and the preparation of the financial statements referred to in section 68(1)(h)..

## **Special By-Law 1            Interpretation**

### **1.1        In these by-laws, unless a contrary intention appears:**

**"Act"** means the Strata Titles Act 1973.

**"Authorised Visitor"** means a person on the parcel with the consent express or implied of a proprietor or occupier of a lot or the Strata Corporation.

**"Building"** means the buildings constructed within the parcel.

**"Community Association"** means the community association constituted on registration of the Community Plan.

**"Community Management Statement"** means the statement registered with the Community Plan, including any amendments, variations or modifications made from time to time to the statement.

**"Community Plan"** means deposited plan number 270107.

**"External Common Property"** means that part of the common property shown as exclusive use area on the plan being annexure "A" to these by-laws.

**"Governmental Agency"** means any governmental or semi-governmental administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

**"Managing Agent"** means the person appointed by the Strata Corporation as its managing agent and, if no person is for the time being so appointed, the secretary of the Strata Corporation.

**"Security Key"** means a key, magnetic card or other opening device or information required to open doors, gates or locks or to operate alarms, security systems or communication systems, in the parcel.

**"Service Manager"** means the person appointed by the Strata Corporation under by-law 22.

**"Strata Corporation"** means the strata corporation incorporated on registration of the Strata Plan.

### **1.2        In these by-laws, unless the context otherwise requires:**

- (a)        headings are for convenience only and do not affect the interpretation of the by-laws;**
- (b)        words importing the singular include the plural and vice versa;**



- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other strata corporation and any Governmental Agency;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- (f) a reference to any thing includes a part of that thing; and
- (g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

**Special By-Law 2 Behaviour by proprietors and occupiers**

**2.1 A proprietor or occupier of a lot must not:**

- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or
- (b) obstruct lawful use of common property by any person.

**2.2 A proprietor or occupier of a lot when on common property or on any part of a lot must:**

- (a) if visible from another lot or from common property, be adequately clothed; and
- (b) not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.

**Special By-Law 3 Compliance with by-laws**

**3.1 A proprietor or occupier of a lot must use all reasonable endeavours to ensure that an Authorised Visitor complies with these by-laws. If an Authorised Visitor does not comply with these by-laws the proprietor or occupier must use all reasonable endeavours to ensure that the Authorised Visitor immediately leaves the parcel.**

**3.2 A proprietor of a lot, which is the subject of a lease or licence agreement, must use all reasonable endeavours, including any action available under the lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot and their Authorised Visitors comply with these by-laws.**

- 3.3 A proprietor or occupier of a lot must use reasonable care when admitting Authorised Visitors to the parcel and must not allow them to remain on the common property unsupervised except to the extent reasonably necessary for the ingress and egress of the Authorised Visitor.

**Special By-Law 4 Compliance with laws**

- 4.1 A proprietor or occupier of a lot must at its own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any Governmental Agency.
- 4.2 A proprietor or occupier of a lot must not use the lot for any purpose that may damage the good reputation of the strata scheme.

**Special By-Law 5 Condition of a lot**

5. A proprietor or occupier of a lot must keep the lot, including all glass in windows and all doors on the boundary of a lot and so much of such windows and doors as is common property, clean and in good repair.

**Special By-Law 6 Appearance of a lot**

6. A proprietor or occupier of a lot must comply with by-laws 4.6, 4.7 and 4.8 of the Community Management Statement.

**Special By-Law 7 Damage to common property**

- 7.1 A proprietor or occupier of a lot must not bring or permit to be brought into the parcel any heavy article which might cause structural damage to the Building.
- 7.2 A proprietor or occupier of a lot must not do anything to damage or deface common property.
- 7.3 By-law 7.2 does not prevent a proprietor from installing any locking screen or other safety device for protection of the proprietor's lot against intruders or to prevent entry of animals or insects into the lot PROVIDED THAT the provisions of by-laws 1.4 and 1.6 of the Community Management Statement are complied with.
- 7.4 Despite section 68(1)(b) and (c) of the Act, the proprietor of a lot must maintain and keep in good and serviceable repair and renew and replace as may be necessary or otherwise as reasonably required by the Strata Corporation, any installation referred to in clause 7.3 that services the lot.

**Special By-Law 8 Moving of articles**

- 8.1 A proprietor or occupier of a lot must not move any article through common property which is likely to cause damage or obstruction without first notifying the Managing Agent. The notice to the Managing Agent must be given in sufficient time to enable the Managing Agent to arrange for a representative of the Strata Corporation to be present, if it is considered necessary.

- 8.2 A proprietor or occupier of a lot may only move an article through common property which is likely to cause damage or obstruction in accordance with directions of the Managing Agent.

**Special By-Law 9 Prevention of damage to common property**

- 9.1 A proprietor or occupier of a lot must use all reasonable endeavours to ensure that any article placed on common property by direction or authority of the Strata Corporation is used only for its intended use and not damaged.
- 9.2 A proprietor or occupier of a lot must not, without the prior written consent of the Strata Corporation, remove any article from the common property placed there by direction or authority of the Strata Corporation.
- 9.3 A proprietor or occupier of a lot must not, without the authority of the Managing Agent, interfere with the operation of any equipment installed on common property.
- 9.4 A proprietor or occupier of a lot must not modify any existing air conditioning unit, ventilation system or associated ducting without the prior written consent of the Strata Corporation, which consent must not be unreasonably withheld.

**Special By-Law 10 Security of common property**

10. A proprietor or occupier of a lot must not do or permit anything which may prejudice the security or safety of the parcel or Building and, without limitation, a proprietor or occupier of a lot must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

**Special By-Law 11 Notification of defects**

11. A proprietor or occupier of a lot must promptly notify the Managing Agent of any damage to or defect in common property or any personal property vested in the Strata Corporation.

**Special By-Law 12 Compensation to strata corporation**

12. The proprietor or occupier of a lot will be liable to compensate the Strata Corporation for any damage to common property or personal property vested in the Strata Corporation caused by that proprietor or occupier or an Authorised Visitor.

**Special By-Law 13 Restricted use of common property**

- 13.1 The Strata Corporation must take all reasonable steps to ensure the security of the parcel from intruders and to preserve the safety of the parcel from fire or other hazard and without limitation may:
- (a) close off or restrict by means of Security Keys, access to any part of the common property not required for access to a lot, either temporarily or permanently;

- (b) permit, to the exclusion of proprietors and occupiers, any designated part of the common property to be used by any security person as a means of monitoring the security of the parcel, either solely or in conjunction with any other parcel; or
- (c) restrict by means of Security Key the access of the proprietors and occupiers of one level on a Building to any other level of a Building.

#### **Special By-Law 14      Security Keys**

- 14.1 If the Strata Corporation restricts the access of proprietors and occupiers under by-law 13.1 it may make available to proprietors, free of charge, the number of Security Keys the Strata Corporation considers necessary. The Strata Corporation may charge a reasonable fee for any additional Security Key required by a proprietor, or require the payment of a reasonable refundable deposit.
- 14.2 A proprietor must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must take all reasonable steps, including without limitation, an appropriate agreement in any lease or licence of a lot to an occupier to ensure return of the Security Key to the proprietor or the Strata Corporation.
- 14.3 A proprietor or occupier of a lot in possession of a Security Key must not duplicate or permit the Security Key to be duplicated and must take all reasonable steps to ensure that the Security Key is not lost or handed to any person other than another proprietor or occupier and is not disposed of otherwise than by returning it to the proprietor or the Strata Corporation.
- 14.4 A proprietor or occupier of a lot must promptly notify the Strata Corporation if a key is lost or destroyed.

#### **Special By-Law 15      Garbage**

- 15. The provisions of by-laws 3.4 and 5.3 of the Community Management Statement apply.

#### **Special By-Law 16      Storage of flammable liquids**

- 16. A proprietor or occupier of a lot must not use or store on a lot or on common property any inflammable chemical, liquid, gas or other inflammable material other than chemicals, liquids or gases and other material used or intended to be used in connection with domestic purposes.

#### **Special By-Law 17      Insurance Premiums**

- 17. A proprietor or occupier of a lot must not, without the prior written consent of the Strata Corporation do or permit anything which may invalidate, suspend or increase any insurance policy effected by the Strata Corporation.

**Special By-Law 18      Signs**

18.      The provisions of by-law 4.1(s) of the Community Management Statement apply.

**Special By-Law 19      Animals**

19.      The provisions of by-law 4.1(e) of the Community Management Statement apply.

**Special By-Law 20      Consent of strata corporation**

20.      A consent given by the Strata Corporation under these by-laws will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

**Special By-Law 21      Complaints and applications**

21.      Any complaint or application to the Strata Corporation or its council must be addressed in writing to the Managing Agent.

**Special By-Law 22      Services**

- 22.1      In addition to the powers, authorities, duties and functions imposed or conferred on the Strata Corporation by the Act and these by-laws, the Strata Corporation has the power and authority to appoint and enter into an agreement with a person to provide for the management, control and administration of the parcel which agreement may provide for:
- (a)      a term of 2 years, with rights for early determination by either the Strata Corporation or the Service Manager;
  - (b)      the cleaning, caretaking, supervision and service of the common property and any personal property vested in the Strata Corporation and for the general repair, maintenance, renewal or replacement of that property;
  - (c)      the control and supervision of the common property;
  - (d)      the arbitration of disputes between the Strata Corporation and the Service Manager;
  - (e)      anything else which the Strata Corporation agrees is necessary or desirable having regard to the operational and management requirements of the Strata Corporation.
- 22.2      At the expiration of an agreement entered into under by-law 22.1, the Strata Corporation may enter into a further agreement under that by-law.

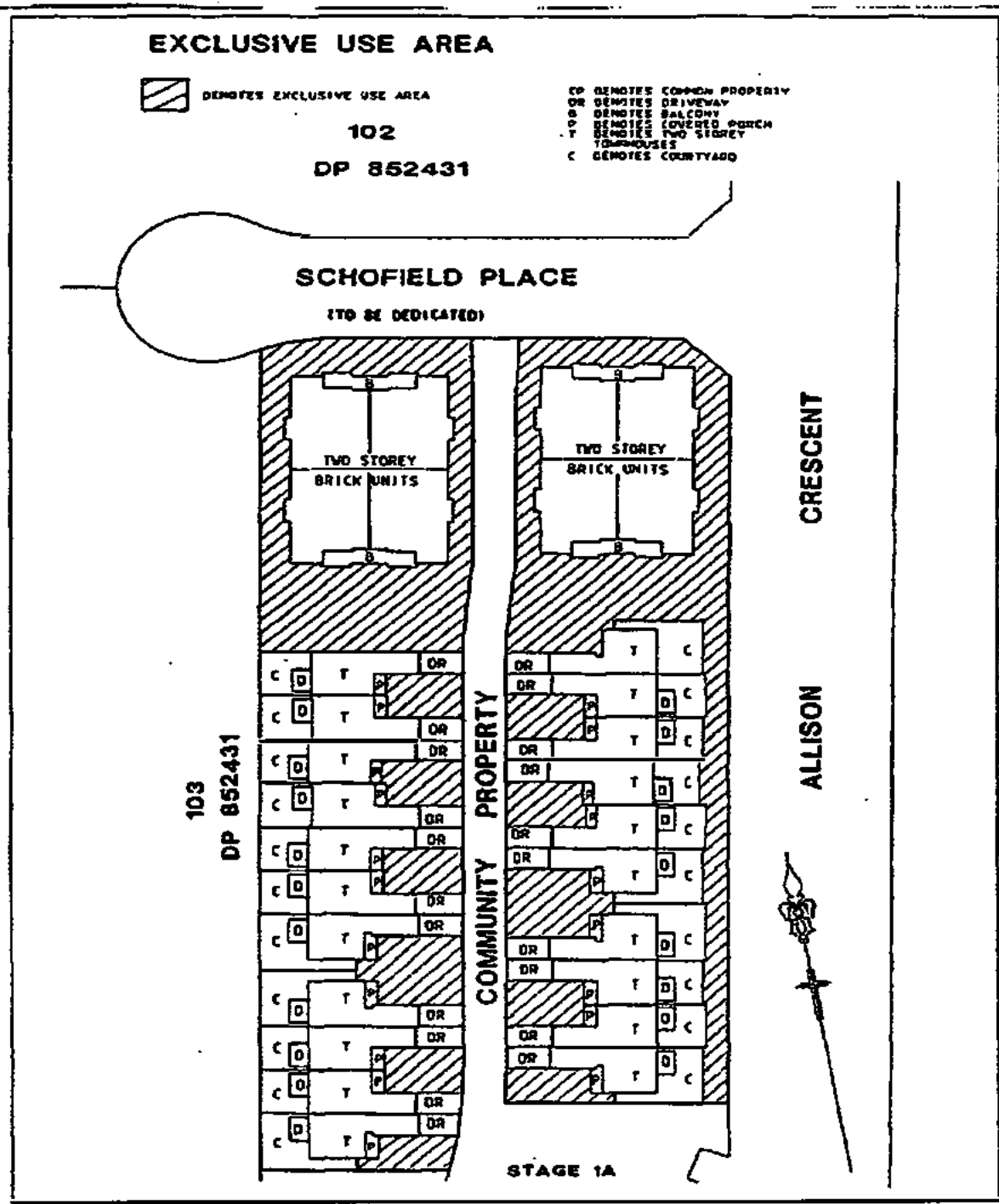
- 22.3 The Strata Corporation must not without the written consent of the Service Manager enter into more than one agreement under by-law 22.1 at any one time.**

**Special By-Law 23 Common Property**

- 23. In addition to the powers, authorities, duties and functions imposed or conferred on the Strata Corporation by the Act and these by-laws, the Strata Corporation has the power and authority to enter into an agreement with the Community Association for the purposes of ensuring that the External Common Property is maintained in common with (and to the standard of) similar parts of the Community Association property and that such agreement may contain provisions for:**
- (a) the Community Association assuming responsibility for the control, administration and maintenance of the External Common Property;**
  - (b) requiring the Strata Corporation, if requested in future by the Community Association, to grant exclusive use of the External Common Property on the basis that the Community Association is responsible for the proper maintenance of and keeping in good and serviceable repair, the External Common Property; and**
  - (c) other matters determined by the Strata Corporation as being necessary or desirable.**

ANNEXURE TO CHANGE OF BY-LAWS  
THE PROPRIETORS - STRATA PLAN NO. 53805

ANNEXURE "A"



## **SPECIAL BY-LAW 24 - SECURITY GARAGE DOORS**

### **A Definitions:**

In this by-law:

“Security garage doors” means two security garage doors each having pedestrian doors to be installed respectively at the entrances to the underground parking areas beneath block C shown on Sheet 7 and block F shown on Sheet 12 of the Registered Strata Plan.

### **B Interpretation:**

In this by-law:

Words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

### **C Terms:**

In addition to the functions conferred or imposed on the Owners Corporation by the Strata Schemes Management Act 1996 or other Act, the Owners Corporation shall have the following powers, authorities, duties and functions:

1. The power and authority to have security garage doors constructed and installed.
2. The duty to maintain the security garage doors and their component parts in a state of good and serviceable repair.
3. The power and the authority to engage consultants and contractors for these purposes.
4. the power and the authority to apply the funds of the Owners Corporation to these purposes.



**SPECIAL BY-LAW 25 - Strata Electricity, Water and Cleaning**

In addition to the functions conferred or imposed on the Owners Corporation by the Strata Schemes Management Act 1996 or other Act, the Owners Corporation shall have the authority and the duty to pay, or to reimburse owners of lots 1 to 10 (inclusive) and lots 19-29 (inclusive) who have paid:

1. Accounts issued for the usage of water within Lots 11 to 18 (inclusive) and lots 30 to 37 (Inclusive).
2. Accounts for cleaning and maintenance of the common property for the benefits solely of the owners and occupiers of any or all of lots 11 to 18 (inclusive) and lots 30 to 37 (inclusive).
3. A proportion of accounts issued to the owners or occupiers of lots 11 to 18 (inclusive) and 30 to 37 (inclusive) for the usage of electricity, being the same proportion as, according to the determination of the Owners Corporation, the amount of electricity used in operating fittings and fixtures within the common property for the benefit solely of the owners and occupiers of any or all of Lots 11-18 (inclusive) and 30 to 37 (inclusive) bears to the amount of electricity used by the owners and occupiers of those lots according to the accounts.

RESOLVED that the Owners Corporation must make its determination for the purposes of paragraph 3, each Annual General Meeting and by unit of entitlement reimburse lots 1 to 10 (inclusive) and lots 19 to 29 (inclusive).

## **SPECIAL BY-LAW 26 LOT 34 DUCTED AIR-CONDITIONING SYSTEM**

### **Part 1: Preamble-Introduction:**

This is a by-law made under the provisions of Division 4 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996. The effect of the by-law is to grant the Owner of Lot 34 exclusive use and special privileges in respect of the common property to install ducted air-conditioning to serve the lot, subject to the conditions specified in the by-law.

### **Part 2: Definitions & Interpretation:**

In this by-law:

1. "approval of Council" means any approval the Owner must obtain for the works from all relevant statutory bodies, including Council.
2. "ducted air conditioner" means a Daikin Model FDYP71DLV1 & RZP71DV1 7.1 kW Inverter ducted air conditioning system incorporating 6 outlets (1 in each bedroom and 3 in the living area) with the condenser on the balcony under the dining room window, ducted up the wall (and encased in colorbond) and penetrating the eaves to the ceiling space and including diffusers, fans, other related parts and ancillary pipes, wires, cabling fans and ducts serving Lot 34.
3. "Council" means the state or local government body or planning authority with authority to determine applications under the Environmental Planning & Assessment Act 1979;
4. "exclusive use area" means that area of common property occupied by the ducted air conditioner.
5. "Owner" means the Owner from time to time of Lot 34.
6. "Statute" means any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or the State and includes all statutes, regulations, proclamations, ordinances or by-laws varying consolidating or replacing them and all regulations, proclamations, ordinances and by-laws issued under that statute.
7. "works" means the work to install the ducted air-conditioner.

8. words importing the singular include the plural and vice versa; words importing a gender include any gender and words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

**Part 3: Grants of Special Privilege and Exclusive Use in respect of the common property.**

On the conditions set out in this by-law, the Owner shall have a right of exclusive use of the exclusive use area and special privileges in respect of the common property to perform the works and to maintain the ducted air conditioner.

**Part 4: Conditions required before the Works commence**

1. Before commencing the Works, the Owner must provide the Owners Corporation with a copy of any requisite approval of Council or a warranty from the Contractor that, upon reasonable enquiry, it has been determined by the Contractor that no such approval is required from Council.
2. Before commencing the works, the Owner must obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably) to the proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.

**Part 5: Performance of the Works**

1. In carrying out the Works, the Owner undertakes that the Owner will, and the Owner must ensure that the Contractor also undertakes to the Owners Corporation that it will:-
  - a. Comply with all conditions and requirements of any requisite approval of Council;
  - b. Comply with the terms of approval given by the Owners Corporation under this by-law.
  - c. Comply with the Building Code of Australia and relevant Australian Standards.
  - d. Maintain the structural integrity of the building, the integrity of waterproofing and the integrity of fire safety of the building. Any penetration of the common property or fire rated element is to be sealed in accordance with the Building Code of Australia and relevant Australian Standards
2. Subject to any extension necessitated by reasons beyond his control (such as bad weather), the Owner must complete the Works within 16 weeks of commencement.

3. The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation and if applicable, Council.
4. In performing the works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
5. The Owner or occupier must conceal electrical and coolant lines from view, as far as possible.
6. The Owner must ensure the works are undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
7. The Owner shall ensure that none of the works encroaches onto an adjoining lot.
8. The Owner must maintain all areas of common property adjacent to the works, or used for or in relation to the works, in a clean and tidy state while the works are being carried out.
9. The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.
10. The Owner must not perform the works or allow them to be carried out except between the hours of 8 AM and 5 PM Monday to Friday inclusive and 8 AM and 12 PM Saturday (excluding public holidays) or during such other times as may be approved by the Owners Corporation.

**Part 6: Use of the ducted air conditioner.**

1. The Owner or other occupier of the lot must not use the ducted conditioner in breach of the Protection of the Environment Operations Act 1997 or any other applicable Statute.
2. The Owner or another occupier must not use the ducted air conditioner if its use generates noise or vibration that interferes unreasonably with the use and enjoyment of another lot by the owner or occupier of it or of the common property by any person entitled to use it.

**Part 7: Maintenance of the common property.**

1. Subject to the terms of this by-law, any subsequent by-law or any special resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996 not to maintain a particular item of property, the Owners Corporation

shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.

2. The Owner must maintain the additions installed and comprised in the ducted air conditioner in a state of good and serviceable repair, and must renew or replace them when necessary.
3. In addition to maintaining the ducted air conditioner, the Owner must maintain those areas of the common property that represent a point of contact between the installation and the common property.
4. The Owner may remove the ducted air conditioner but must do so at his expense and in a workmanlike manner. The Owner must ensure that after the ducted air conditioner is removed the common property is restored.
5. The Owner at his own cost must repair any damage to the common property or the property of the owner or occupier of another lot, occurring in the installation, maintenance, replacement, repair, renewal or removal of the ducted air conditioner.

#### **Part 8: Indemnity & Costs**

1. The Owner must indemnify the Owners Corporation against any legal liability, loss, claim 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, or in the course of, or by reason of the performance of the works, the renewal, repair or replacement of the works or the use of the ducted air conditioner.
2. Should the Owners Corporation be required to carry out work as specified in Section 65 of the Strata Schemes Management Act 1996 the Owner must indemnify the Owners Corporation against any liability or expense for damage to the improvements installed in the course of the Works.
3. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this by-law, including reasonable legal costs.

#### **Part 9: Breach of a term of the by-law**

1. If the Owner fails to carry out his obligations under this by-law, the Owners Corporation may in writing request the Owner to comply with the terms of it.
2. If after being requested in writing to do so, the Owner fails to comply with the relevant term or terms the Owners Corporation, without prejudice to any other rights, will be entitled in accordance with the provisions of the Strata Schemes

Management Act 1996, to enter upon the Lot, have the necessary work performed and recover the cost of such from the Owner, or any subsequent owner of the Lot.

3. Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%.
4. An Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

## **Special By Law 27 –Bathroom Renovations**

### **1. Introduction**

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

### **2. Definitions**

In this by-law:

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

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

but does not include work involving structural alterations,

"lot" means any lot in the strata scheme,

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

### **3. Bathroom Renovations**

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

### **4. The Conditions**

#### **4.1. Before the Bathroom Renovations**

##### **(a) Prior Notice**

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

##### **(b) Planning Approvals**

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

##### **(c) Insurance Certificates**

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

## **4.2. During the Bathroom Renovations**

### **(a) Quality of the Bathroom Renovations**

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

### **(b) Licensed Contractors**

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

### **(c) Building Code of Australia**

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

### **(d) Time for Completion of the Bathroom Renovations**

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

### **(e) Work Hours**

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

### **(f) Noise and Disturbance**

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

### **(g) Location of the Bathroom Renovations**

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

### **(h) Transportation of Construction Equipment**

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

### **(i) Debris**

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

### **(j) Protection of Building**

You must protect the common property that is affected by the bathroom renovations from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls



leading to your lot, is protected from damage when construction materials, equipment and debris are transported over it.

**(k) Daily Cleaning**

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

**(l) Storage of Building Materials on Common Areas**

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

**(m) Times for Operation of Noisy Equipment**

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

**(n) Cost of the Bathroom Renovations**

You must pay all costs associated with the bathroom renovations.

**4.3. After the Bathroom Renovations**

**(a) Completion Notice**

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

**(b) Waterproofing Certificate**

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

**(c) Restoration of Common Property**

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

**4.4. Enduring Obligations**

**(a) Maintenance of the Bathroom Renovations**

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

**(b) Maintenance of the Common Property**

You must, at your cost, properly maintain the common property occupied by your bathroom renovations and keep that common property in a state of good and serviceable repair and, where

necessary, renew or replace any fixtures or fittings comprised in that common property.

**(c) Repair of Damage**

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

**(d) Appearance of the Bathroom Renovations**

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

**(e) Connection of Utilities**

In the event that electricity, water or any other service is connected to your bathroom renovations and the existing service to your lot is separately metered and charged to your account then you must ensure that the new service is installed so as to also be separately metered and charged to your account.

**(f) Indemnity**

You will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of your bathroom renovations, the altered state, condition or use of the common property arising from your bathroom renovations or any breach of this by-law.

**(g) Compliance with all Laws**

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

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

(a) If you breach any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

(i) rectify that breach,

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

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

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

**Special By Law 28 – Minor Renovations**

- a. The Owners Corporation grants authority to the Strata Committee to consider & approve any minor renovations as described in Section 110 of the Strata Schemes Management Act 2015.
- b. Minor renovations are works as described in Section 110 of the Strata Schemes Management Act 2015 and Regulation 28 of the Strata Schemes Management Regulation 2016.
- c. The applicant lot owner must comply with Section 110 of the Strata Schemes Management Act 2015 in its entirety. Special By-Law No. - Bathroom Renovations



*Handwritten signature*

FILM WITH AN680145

Approved Form 10

Certificate re Initial Period

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

\*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 53805 was affixed on ^ 28/8/18 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: [Signature] Name: Andrew Quinn Authority: Strata Manager

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

^ Insert appropriate date

\* Strike through if inapplicable.

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

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





FOLIO: 1/270107

SEARCH DATE	TIME	EDITION NO	DATE
29/10/2018	4:47 PM	5	28/3/2012

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270107  
AT MENAI  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE  
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP270107

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270107  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- RESULT PROPERTY GROUP P/L  
PO BOX 7166  
ALEXANDRIA 2015

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
  - AD703908 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 4.1(E) REPEALED AND REPLACED. SEE ANNEXURE "A" OF THE MANAGEMENT STATEMENT.
  - AF455839 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 3.2.4(E) ADDED. SEE ANNEXURE "B" OF THE MANAGEMENT STATEMENT.

NOTATIONS

SP52322 NOTE: REGISTERED 24.4.1996 SUBDIVIDES LOT 2

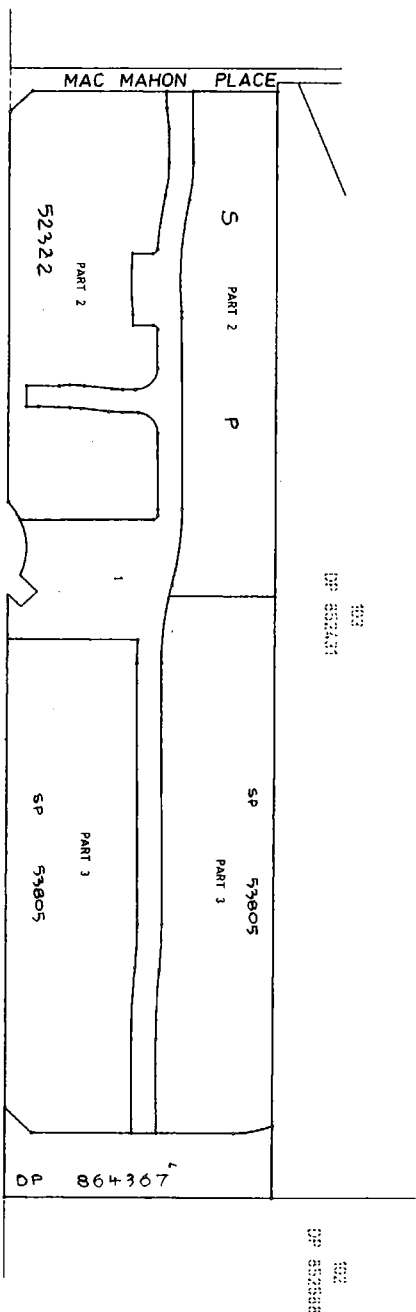
UNREGISTERED DEALINGS: NIL

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

LOCATION PLAN ONLY

**THIS PLAN DOES NOT CONTAIN  
A DEVELOPMENT CONTRACT**

NOTE  
LOT 1 - COMMUNITY PROPERTY



NAME OF DEVELOPMENT, IF ANY  
ADDRESS FOR SERVICE OF NOTICE  
1 MACMAHON PLACE  
MENA, 223 4

COMMUNITY PLAN  
DP 270107  
SHEET 1 OF 4 SHEETS

FOR REFERENCE TO ADDITIONAL  
SHEETS SEE SCHEDULE BELOW

REGISTERED: 23/4/1996

THIS SHEET IS BEING CONTINUALLY UP-DATED TO SHOW  
THE CURRENT SUBDIVISION PATTERN OF THE SCHEME.  
FOR DETAILS OF SUCH UP-DATES AND ADDITIONAL AND  
REPLACEMENT SHEETS ADDED SEE SCHEDULES BELOW.

COUNCIL'S APPROVAL NO. 39/96  
DATE: 11/4/96  
COUNCIL CLERK'S SIGNATURE: *[Signature]*

SURVEYOR'S: B. F. M. L.  
DATE: 12/1/1996

SCHEDULE OF CHANGES  
TO THE SCHEME

LOT No.	DETAILS	SHEET No.
2	SP 922322	
4	DP 86+367 NOW ROAD	
3	SP 93805	



SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	207°54'05"	2.385	2.385	72.75	25	9°00'00"	9.38	7.855	5
2	198°24'25"	18.76	18.81	72.75	26	54°00'00"	7.07	2.845	19.75
3	188°57'25"	16.2	16.2	22.75	27	279°00'00"	2.44	2.44	19.75
4	182°58'15"	27.21	27.21	96.75	28	102°32'35"	6.29	3.74	27.75
5	186°01'00"	8.98	8.98	42.75	29	286°05'05"	3.74	2.385	27.75
6	172°30'	5.63	5.63	79.25	30	102°44'35"	2.385	2.385	27.75
7	15°08'05"	12.21	12.21	25.74	31	93°19'00"	7.41	7.41	22.25
8	9°21'25"	25.74	25.74	6.0	32	279°21'25"	5	2.8	22.25
9	279°20'50"	6.0	6.0	25.485	33	9°21'25"	2.8	2.8	22.25
10	9°21'25"	25.485	25.485	16.385	34	279°21'25"	7.085	7.085	25.25
11	15°06'05"	12.21	12.21	4.005	35	287°24'45"	2.8	2.8	25.25
12	15°06'05"	12.21	12.21	16.35	36	282°44'55"	2.8	2.8	25.25
13	15°06'05"	12.21	12.21	16.35	37	286°05'05"	6.29	6.29	25.25
14	9°00'00"	4.005	4.005	72.75	38	282°12'35"	3.12	3.12	25.25
15	317°20'	5.005	5.005	37.25	39	279°51'00"	3.57	3.57	25.25
16	9°00'00"	8.13	7.825	7.81	40	328°10'30"	6.24	7.105	5
17	15°01'00"	7.81	13.1	10.225	41	9°08'05"	1.05	1.05	87.25
18	17°18'15"	1.36	1.5	1	42	54°00'00"	1.05	1.05	87.25
19	56°29'00"	4.575	4.575	1.36	43	186°44'00"	5.105	5.105	16.7
20	279°21'25"	16.35	16.35	107.75	44	212°21'20"	7.075	5.125	16.7
21	8°53'35"	16.35	16.35	107.75	45	181°25'55"	16.63	16.265	16.7
22	8°20'00"	2.565	2.565	1.41	46	279°19'00"	6	6	16.265
23	279°21'25"	4.505	4.505	1	47	279°19'00"	6.00	6.00	16.265
24	324°11'15"	1.41	1.585	1	48	9°21'25"	3.5	3.5	16.265

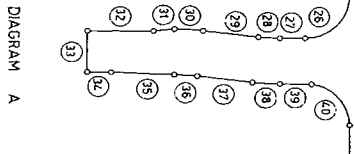
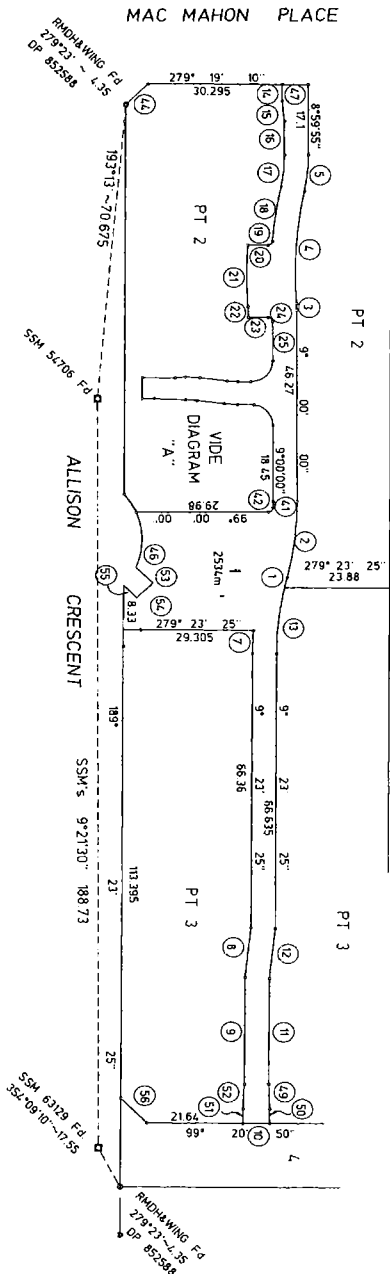


DIAGRAM A

COMMUNITY PROPERTY PLAN  
COMMUNITY PROPERTY LOT ONLY



DP270107

Registered: B. 23.14.1996

This is sheet 3 of my plan in 4 sheets dated

B. Franklin  
Surveyors registered under Surveyors Act 1929

This is sheet 3 of the plan of the site covered by my Certificate No. 38 of 1976.

For use where space is insufficient in any point on Plan Form 2  
General Manager/Authorised Person  
B. Franklin

Reduction Ratio 1:4

SURVEYORS REFERENCE: 22354-204

Plan Drawing only to appear in the space



SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	462	SP 62372
3	538	SP 71807
4	0	PROPOSED ROAD
TOTAL 1000		

COMMUNITY PLAN

Registered 8-23-1996

This is sheet 4 of my plan in 4 sheets  
dated

B. Franklin  
Surveyors registered under Surveyors Act 1929

This is sheet 4 of the plan of 4  
sheets covered by my Certificate No.  
38 of 1996.

General Manager/Authorized Person  
For use where space is insufficient in any point on Plan  
Form 2

THIS SHEET SHOWS AN INITIAL  
SCHEDULE OF UNIT ENTITLEMENT  
FOR THE COMMUNITY SCHEME  
WHICH IS LIABLE TO BE ALTERED AS  
THE SURVEYOR'S RESPONSIBILITY ON  
COMPLETION OF THE SCHEME  
SUBSEQUENT CHANGES WILL BE  
RECORDED ON A REPLACEMENT SHEET  
OF THIS PLAN WHICH WILL BE  
NUMBERED SHEET 1A  
AS THE CIRCUMSTANCES REQUIRE

1. ROBERT L. BARNES  
OF Australia, being a Land  
BEING A VALUER REGISTERED UNDER  
THE VALUERS REGISTRATION ACT  
1975, CERTIFY THAT THE UNIT  
ENTITLEMENTS SHOWN ON THIS SHEET  
ARE BASED UPON VALUATIONS MADE  
BY ME ON 14th November 1995

SIGNATURE: [Signature]  
DATE 15 APR 1996

Reduction Ratio 1:

SURVEYORS REFERENCE 22354-20

Plan Drawing only to appear in this space

DP 270107

Document 1 of 35 Sheets

COMMUNITY

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**COMMUNITY MANAGEMENT STATEMENT**

**LOT 101 DP 852588**

**ALLISON CRESCENT, MENAI**

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**Mallesons Stephen Jaques**  
**Solicitors**

Governor Phillip Tower  
1 Farrer Place  
Sydney NSW 2000  
Telephone (02) 250 3000  
Fax (02) 250 3133  
DX 113 Sydney  
Ref MGA:DML

REGISTERED  23.4.1996

**COMMUNITY MANAGEMENT STATEMENT**

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DP 270107

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## MANAGEMENT STATEMENT

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DP 270107

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LOT 101 DP 852588 ALLISON CRESCENT, MENAI - CMS

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TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE

REGISTERED



23.4.1996

**MANAGEMENT STATEMENT**

Sheet 4 of <sup>38</sup>~~35~~ Sheets

**PART 6**

DP 270107

6.1

**DEFINITIONS, INTERPRETATION AND GENERAL**

**PART 7**

**PRESCRIBED DIAGRAM  
ACCESS WAY PLAN**

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

LOT 101 DP 852588 ALLISON CRESCENT, MENAI - CMS

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**REGISTERED**



23.4.1996

38  
Sheet 5 of 35 Sheets

DP 270107

**FORM 28**

**COMMUNITY LAND DEVELOPMENT ACT 1989  
COMMUNITY LAND MANAGEMENT ACT 1989**

**COMMUNITY MANAGEMENT STATEMENT**

**WARNING**

The terms of this Management Statement are binding on the Community Association, each Subsidiary Body within the Community Scheme and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Community Development Lot or Strata Lot within the Community Scheme.

This Management Statement should be read with reference to Part 6.

**PART 1**

**BY-LAWS FIXING DETAILS OF DEVELOPMENT**

These By-Laws relate to the control and preservation of the essence or theme of the Community Scheme and as such may only be amended or revoked by a unanimous resolution of the Community Association in accordance with section 17(2) of the Management Act.

**BY-LAW 1.1 THEME**

There is no theme prescribed for the Community Scheme.

**BY-LAW 1.2 ARCHITECTURAL AND LANDSCAPE STANDARDS**

1.2.1 The Community Association may prescribe Architectural and Landscape Standards for the Community Scheme.

On prescription of the standards referred to in this By-law 1.2.1 the standards shall become Architectural and Landscape Standards for the Community Scheme.

1.2.2 The Architectural and Landscape Standards bind:

- (a) the Community Association and each Subsidiary Body;
- (b) each proprietor or occupier of a Lot;
- (c) each mortgagee in possession of a Lot; and
- (d) each lessee of a Lot.

**REGISTERED**  23.4.1996

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### BY-LAW 1.3 AMENDING ARCHITECTURAL AND LANDSCAPE STANDARDS

- 1.3.1 The Community Association may from time to time add to or alter the Architectural and Landscape Standards by unanimous resolution. The Architectural and Landscape Standards may not be added to or altered except in accordance with this By-Law.
- 1.3.2 The proprietor of a Lot or a Subsidiary Body may make application to the Community Association requesting additions or alterations to Architectural and Landscape Standards.
- 1.3.3 An application under By-Law 1.3.2 must contain sufficient details of the proposed additions or alterations to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed additions or alterations. The Community Association may request additional information to enable it to make a decision on an application.
- 1.3.4 The Community Association must refer an application under By-Law 1.3.2 to a General Meeting for its decision by unanimous resolution.
- 1.3.5 If the Architectural and Landscape Standards are added to or altered, in accordance with this By-Law, then the Community Association must, within a reasonable time, deliver a copy of the additions or alterations to each Subsidiary Body and each proprietor of a Community Development Lot.
- 1.3.6 The Community Association must, when requested by the proprietor of a Lot or a Subsidiary Body, provide the proprietor of the Lot or Subsidiary Body at the reasonable cost of that proprietor or Subsidiary Body with an up to date copy of the Architectural and Landscape Standards.

### BY-LAW 1.4 REVIEW COMMITTEE

- 1.4.1 In addition to its Functions elsewhere in this Management Statement, the Executive Committee must consider and give its decision regarding all plans and specifications submitted to it for approval including without limitation, plans and specifications for Building Modifications, New Constructions or Landscape Modifications.
- 1.4.2 No Building Modification, New Construction or Landscape Modification may commence or take place until the plans and specifications for it have been approved by the Executive Committee as to:

#### For Building Modification or New Construction:

- (a) suitability of design, colour and materials;
- (b) quality of design, colour and materials;
- (c) harmony of external design with existing structures;
- (d) location in relation to surrounding structures and topography;
- (e) elevation in relation to existing structures and topography; and
- (f) harmony with existing landscaping; or

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LOT 101 DP 852588 ALLISON CRESCENT, MENAI - CMS

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### For Landscape Modification:

- (g) suitability of design, colour, plant species and landscape materials and features;
- (h) quality of design, colour, plant species and landscape materials and features;
- (i) location in relation to surrounding structures and topography;
- (j) elevation in relation to existing structures and topography;
- (k) harmony with existing landscaping and structures; and
- (l) the removal of or dealing with existing plants, flowers, shrubs and trees.

1.4.3 The plans and specifications submitted for approval must:

### For Building Modification or New Construction:

- (a) show the nature, kind, shape, height, width, colour, size, materials and location of the Building Modification or New Construction; and
- (b) contain a landscaping proposal; or

### For Landscape Modification:

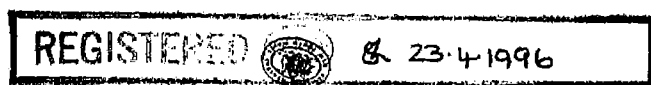
- (c) show the nature, kind, shape, colour, height, quantity and location of the proposed plants, flowers, shrubs and trees; and
- (d) show the nature and type of proposed landscaping material and features.

1.4.4 The Executive Committee's approval or disapproval of plans and specifications must be made solely on the matters set out in:

- (a) the By-Laws;
- (b) the Architectural and Landscape Standards in force at the time of its decision;
- (c) the Rules in force at the time of its decision; and
- (d) development consent No. O204/94 of Council.

1.4.5 The Executive Committee is the sole approving body for applications for approval under By-Law 1.4.2, but this does not prevent the Executive Committee from referring any application to the Community Association for a direction given by a General Meeting of the Community Association.

1.4.6 The Executive Committee must approve or disapprove of plans and specifications within two months of receiving the application.





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**BY-LAW 1.5 MODIFICATIONS AND NEW CONSTRUCTIONS BY COMMUNITY ASSOCIATION**

If the Community Association wants to make or permit:

- (a) a Building Modification;
- (b) a Landscape Modification; or
- (c) a New Construction

on Community Property, then it must comply or ensure compliance with the Architectural and Landscape Standards.

**BY-LAW 1.6 CONSENT OF COUNCIL ALSO REQUIRED**

In addition to the approval of the Executive Committee, proprietors must also get the consent of any relevant authorities to:

- (a) a Building Modification;
- (b) a Landscape Modification; or
- (c) a New Construction.

An application for consent from any relevant authority must not be made before the Executive Committee has approved the application under By-Law 1.4.

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**REGISTERED**  **8L 234 1996**

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**PART 2**

**RESTRICTED COMMUNITY PROPERTY**

These By-Laws may not be amended during the initial period, except by order of the Supreme Court or the Board, and may only be amended after the expiry of that initial period by special resolution and with the written consent of each person entitled by the By-Law to use the restricted Community Property in accordance with section 54 of the Management Act.

**BY-LAW 2.1 DEVELOPMENT IN STAGES**

2.1.1 The proprietor of Community Development Lot 3 and all persons authorised by it has the following rights for the purpose of enabling that proprietor to complete the development of the Community Parcel in stages and carry out Development Activities on the Community Parcel:

- (a) **Access Rights** - complete and unrestricted access by foot or motor vehicle over Community Property;
- (b) **Parking Rights** - the right to park motor vehicles and equipment on Community Property;
- (c) **Temporary Facilities** - the right to place on or attach to Community Property temporary offices, sheds, depots, building materials, cranes and other equipment;
- (d) **Right to Install Services** - the right to install Services on Community Property;
- (e) **Right to Connect Services** - the right to connect Services within Community Property;
- (f) **Right to Attach Signs** - the right to attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Community Property; and
- (g) **Right to Conduct Auction Sales** - the right to conduct sales activities on the Community Property.

2.1.2 The conditions relating to use of the Community Parcel are:

- (a) all damage to or interference with the Community Parcel must be made good at the expense of the proprietor of Community Development Lot 3 as soon as possible after that damage or interference occurs;
- (b) interference with the use or enjoyment by proprietors or occupiers of Lots or of Community Property must, so far as it is consistent with the carrying out of Development Activities, be kept to a minimum; and
- (c) on completion from time to time of Development Activities the relevant Community Parcel areas must be left clean and tidy.

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- 2.1.3 Access to Community Property is to be exercised by a public road system in and around the Community Parcel.
- 2.1.4 The rights conferred on the proprietor of Community Development Lot 3 under this By-Law may be exercised between the hours of 7.00am and 7.00pm on Mondays to Saturdays inclusive or such other times as may be permitted by the Council, excepting Sundays, Christmas Days and Good Fridays.
- 2.1.5 Subject to the obligations imposed under By-Law 2.1.2 the Community Association must maintain the Community Property referred to in this By-Law.
- 2.1.6 The Community Association must levy a contribution on its members for any costs associated with maintaining the Community Property referred to in this By-Law unless that cost is payable by the proprietor of Community Development Lot 3 under By-Law 2.1.2(a).
- 2.1.7 Use of Community Property referred to in this By-Law and Service Lines owned by the Community Association is restricted to the proprietor of Community Development Lot 3 in the manner and for the purposes set out in this By-Law.
- 2.1.8 Restricted use of the Community Property referred to in this By-Law will cease when the proprietor of Community Development Lot 3:
- (a) registers in the office of the Registrar General a Strata Plan in respect of the last Community Development Lot owned by it; or
  - (b) serves on the Community Association a notice informing the Community Association that Development Activities on the Community Parcel have ceased.
- 2.1.9 The matters set out in By-Laws 2.1.2-2.1.6 under clause 6 of schedule 3 of the Development Act apply to and form part of this By-Law.

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**REGISTERED**  **23.4.1996**

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**PART 3**

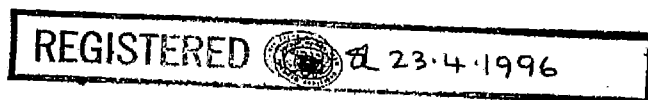
**MANDATORY MATTERS**

**BY-LAW 3.1 ACCESS WAY**

- 3.1.1 The location of the Access Way is shown on the Access Way Plan.
- 3.1.2 The Community Association must control, manage and maintain the Access Way as required by the Management Act.
- 3.1.3 The Access Way is available for use by:
- (a) the proprietors and occupiers of Lots; and
  - (b) Authorised Visitors.
- 3.1.4 Use of the Access Way is subject to any applicable Rules, and Prohibited Activities are not permitted on the Access Way or on a Pedestrian Access Way.
- 3.1.5 A proprietor or occupier of a Lot or an Authorised Visitor must not drive any motor vehicle on the Access Way:
- (a) at a speed in excess of 15 kilometres per hour;
  - (b) unless the vehicle is registered for use on public roads in accordance with the laws of any State or Territory of Australia;
  - (c) if they are not licensed to drive the vehicle on a public road in accordance with the laws of any State or Territory of Australia; or
  - (d) if the vehicle is excessively noisy or emits an excessive level of exhaust or other fumes.

**BY-LAW 3.2 COMMUNITY PROPERTY AND SPECIAL FACILITIES**

- 3.2.1 The Community Association is responsible for the control, management and maintenance of the Community Property in accordance with the Management Act.
- 3.2.2 The Community Association is entitled to make Rules relating to use of the Community Property but such Rules are subject to the By-Laws and must not impede any express rights in relation to the use of Community Property or Special Facilities granted under a By-Law.
- 3.2.3 The Community Association may contract with persons to provide management, operational, maintenance and other services in connection with Community Property.
- 3.2.4 (a) The proprietor of each Community Development Lot must procure on registration of a Subsidiary Plan exclusive use for the Community Association by agreement or by-law (or some other means) of the External Common Property in the relevant Subsidiary Scheme.



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- (b) If the exclusive use by-laws referred to in paragraph (a) of this By-Law are not created on registration of the relevant Subsidiary Plan, then the proprietor for the time being of the relevant Community Development Lot must procure the Subsidiary Body created on subdivision of that Community Development Lot to enter into an agreement or pass a by-law (or both) to grant exclusive use of the External Common Property to the Community Association.
- (c) The Community Association must accept a grant of exclusive use under paragraph (a) or (b) above and is responsible for the control management, operation, maintenance, and repair of the External Common Property as if it was Community Property.
- (d) The grant of exclusive use under paragraph (a) or (b) of this By-Law must contain a provision imposing on the members of the Strata Scheme of which the External Common Property the subject of the grant is a part the obligation to contribute towards the costs of control, management, operation, maintenance and repair of the External Common Property as if those costs were Community Association costs levied under the Management Act.

AF455839 BY-LAW 3.2.4 (e)  
ADDED. SEE ANNEXURE "B"



11.5.2010

**BY-LAW 3.3 INTERNAL FENCING**

- 3.3.1 Subject to this By-Law 3.3, provision of, and payment for internal fencing on the Community Parcel is governed by the Dividing Fences Act 1991.
- 3.3.2 Neither the Community Association or any Subsidiary Body has any obligation in relation to the provision of, or payment for internal fencing on the Community Parcel, unless they resolve otherwise.

**BY-LAW 3.4 GARBAGE**

- 3.4.1 Garbage must be sorted, stored and made available for collection in accordance with the requirements of the Community Association and Council. Council's requirements prevail if there is any inconsistency.
- 3.4.2 Garbage and garbage bins must be stored securely, hidden from view from the outside and so that no odours are emitted. Garbage bins must be promptly removed from view from the outside after collection by Council of the garbage.
- 3.4.3 If the Community Association designates areas for garbage storage, proprietors and occupiers of Lots may store their garbage in the location designated by the Community Association.
- 3.4.4 Neither the Community Association nor any Subsidiary Body has any obligation to collect garbage (subject to their obligations to properly maintain Community Property or Subsidiary Association Property as the case may be).
- 3.4.5 If required by Council, the Community Association must arrange a private garbage service for the Community Parcel in accordance with any reasonable requirements of Council.

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**BY-LAW 3.5 SERVICES**

3.5.1 The Management Statement includes a Prescribed Diagram in respect of the following Private Services to be provided by the Community Association:

- (a) water;
- (b) electricity;
- (c) sewer;
- (d) stormwater;
- (e) coaxial television cable; and

the following Statutory Services to be provided by Service Providers:

- (f) sewer; and
- (g) telecommunications.

3.5.2 The relevant Service Provider is responsible for and must maintain and repair Statutory Services and associated Service Lines within the Community Parcel.

3.5.3 The Community Association is responsible for and must maintain and repair Private Services and associated Service Lines within the Community Parcel.

3.5.4 If a Service Line is shown as a proposed Service Line in the Prescribed Diagram for the Community Scheme or a Subsidiary Scheme, and it is installed in a position different from that shown in the relevant Prescribed Diagram, each proprietor of a Lot, any Subsidiary Body and the Community Association must take whatever action is necessary under section 36(4) of the Development Act to enable a later prescribed diagram to be registered as an amendment of the Management Statement.

**BY-LAW 3.6 INSURANCE**

3.6.1 In addition to the provisions of the Management Act which apply in relation to insurances the following By-Laws apply.

3.6.2 The Community Association must review, on an annual basis:

- (a) all insurances effected by it; and
- (b) the need for new or additional insurances.

3.6.3 Notice of an Annual General Meeting must:

- (a) include a form of motion to decide whether insurances effected by the Community Association should be confirmed, varied or extended; and
- (b) (unless the Executive Committee otherwise resolves) for every alternate Annual General Meeting be accompanied by a written valuation of all buildings, structures and other improvements on Community Property made by a qualified valuer.

- 3.6.4 The Community Association must immediately effect new insurances or vary or extend existing insurances if there is an increase in risk or a new risk to Community Property or the Community Association.
- 3.6.5 A proprietor or occupier of a Lot must not, except with the approval of the Community Association, do anything that might:
- (a) void or prejudice insurance effected by the Community Association; or
  - (b) increase any insurance premium payable by the Community Association.

**BY-LAW 3.7 EXECUTIVE COMMITTEE**

- 3.7.1 In addition to the provisions of the Management Act in relation to the Executive Committee, the following By-Laws apply.
- 3.7.2 The office bearers of the Executive Committee are the officers required by the Management Act.
- 3.7.3 The Functions of office bearers of the Executive Committee are:
- (a) those set out in the Community Titles Legislation; and
  - (b) the usual Functions performed by the relevant office bearer in an organisation.
- 3.7.4 The Management Act applies in relation to meetings of the Executive Committee.
- 3.7.5 The Secretary or the member of the Executive Committee who convenes a meeting must, not less than 48 hours immediately before the Executive Committee holds that meeting, give each association member:
- (a) the notice of intention to hold the meeting; and
  - (b) the agenda for the meeting.
- 3.7.6 The agenda for a meeting must include details of all business to be dealt with at that meeting.
- 3.7.7 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.
- 3.7.8 The Secretary or in the Secretary's absence any member of the Executive Committee must, at the request of not less than 1/3 of the members of the Executive Committee, convene a meeting within the period of time specified in the request or, if no time is specified, within 14 days of the making of the request.

TERMS OF REFERENCE NOT CHECKED  
IN LAND TITLE OFFICE

REGISTERED  8-23-1996

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**3.7.9 Where:**

- (a) By-Law 3.7.5 has been complied with in relation to a meeting;
- (b) each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
- (c) the resolution has been approved in writing by a majority of members of the Executive Committee

then the resolution will, subject to section 38(3) of the Management Act, be as valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held.

**3.7.10** A proprietor of a Lot or, where the proprietor is a corporation, the company nominee of the corporation, may attend a meeting of the Executive Committee but that person may not address the meeting unless authorised by the Executive Committee.

**3.7.11** The Management Act applies in relation to the keeping of minutes of Executive Committee meetings, records of its decisions and records of notices given to the Secretary.

**3.7.12** The Executive Committee may from time to time appoint sub-committees comprising one or more of its members to:

- (a) conduct investigations;
- (b) perform duties and functions on behalf of the Executive Committee; and
- (c) report the findings of the sub-committee to the Executive Committee.

**3.7.13** Members of the Executive Committee are not entitled to any remuneration for the performance of their Functions but are entitled to reimbursement for reasonable out of pocket expenses incurred by them in the performance of their Functions.

**3.7.14** Notices and minutes required to be given under this By-Law may be given personally or sent by facsimile or by pre-paid post to the address of the association member shown in the association roll.

**TERMS OF SALE NOT CHECKED  
IN LAND REGISTRY**

**REGISTERED**  **23-4-1996**



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PART 4

OPTIONAL MATTERS

BY-LAW 4.1 GENERAL RESTRICTIONS

A proprietor or occupier of a Lot must not do or permit the following within the Community Parcel:

- (a) park a vehicle, boat or trailer except in a garage, carport or driveway wholly within a Lot. This restriction does not apply to parking by Authorised Visitors in designated visitor parking spaces;
- (b) wash or repair a vehicle, boat or trailer. But if the Community Association designates an area for washing vehicles, a proprietor or occupier of a Lot must only use the designated area for washing vehicles;
- (c) erect any garden shed, greenhouse, pet house or other utility structure on a Lot without the prior written consent of the Community Association;
- (d) without the prior written consent of the Community Association, hang any washing, towels, bedding, clothing or other articles of a similar nature on the outside of a building or a Lot or on any other part of a Lot other than that designated by the Community Association from time to time for the purpose, or erect any clothes line or hoist;
- ~~(e) keep an Animal (except a guide dog for a visually impaired proprietor or occupier of a Lot) unless with the prior written consent of the Community Association and in compliance with the conditions of any such consent;~~
- (f) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using Community Property or Subsidiary Association Property; or
- (g) obstruct lawful use of Community Property or Subsidiary Association Property by any person;
- (h) be inadequately clothed or use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another Lot or to any person lawfully using Community Property or Subsidiary Association Property;
- (i) permit any child under the control of that proprietor or occupier of a Lot to play on any area of Community Property (apart from the Open Space Area) or Subsidiary Association Property or, unless accompanied by an adult, to remain on any area of Community Property or Subsidiary Association Property comprising a car parking area or other area of possible danger or hazard to children;
- (j) use the Lot for any purpose that may damage the good reputation of the Community Scheme;

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BY-LAW 4.1 (e)  
REPEALED AND  
REPLACED. SEE  
ANNEXURE 'A'



1-7-2008

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- (k) operate or permit to be operated on the Community Parcel any device or electronic equipment which interferes with any appliance lawfully in use on the Community Parcel;
- (l) bring or permit to be brought into the Community Parcel any heavy article, which might cause structural damage to the Community Parcel or any building on the Community Parcel;
- (m) do anything to interfere with, damage or deface Community Property or Subsidiary Association Property without the prior written consent of the Community Association or the relevant Subsidiary Body.
- (n) damage any lawn, plant, tree or garden forming part of or situated on Community Property or Subsidiary Association Property or use for the proprietor's or occupier of a Lot's purpose as a garden any part of the Community Property or Subsidiary Association Property;
- (o) without the prior written consent of the Community Association or Subsidiary Body (as applicable), interfere with Community Property or Subsidiary Association Property or remove any article from the Community Property or Subsidiary Association Property placed there by direction or authority of the Community Association or Subsidiary Body and must use all reasonable endeavours to ensure that such items are used only for their intended use and not damaged;
- (p) without the authority of the Community Association or Subsidiary Body (as applicable) interfere with the operation of any equipment installed in the Community Property or Subsidiary Association Property;
- (q) do anything which may prejudice the security or safety of the Community Parcel;
- (r) except with the approval of the Community Association, use, keep or store on the Lot or any other part of the Community Parcel, any flammable chemical, gas or other materials other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle or internal combustion engine.
- (s) except with the prior approval of the Community Association, fix any sign, placard, banner, notice or advertisement on the outside of any part of the Community Parcel.

**BY-LAW 4.2 COMMUNITY ASSOCIATION'S RIGHT TO ENTER INTO CONTRACTS OR LICENCES**

The Community Association may, on its own behalf or on behalf of any Subsidiary Body, enter into contracts or licences:

- (a) to provide management, operational maintenance and other services in connection with Community Property;
- (b) to provide services or amenities to the proprietors or occupiers of Lots;

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- (c) to provide other services or amenities to Community Property, Subsidiary Association Property or the proprietors and occupiers of the Lots; and
- (d) for the permissive occupancy of land adjoining the Community Parcel.

**BY-LAW 4.3 PRIVATE SERVICES**

4.3.1 The Community Association may, on its own behalf or on behalf of a Subsidiary Body:

- (a) provide Private Services to a Subsidiary Body or the proprietor or occupier of a Lot;
- (b) arrange for the installation and maintenance of Service Lines for the provision of Private Services; and
- (c) contract with persons to monitor or provide, in part or in whole, Private Services.

4.3.2 The proprietor or occupier of a Lot must not:

- (a) carry out any works which interfere with Private Services;
- (b) carry out any works which interfere with Private Services except with the approval of the Community Association; or
- (c) obstruct access to, overload or damage Private Services.

4.3.3 If a proprietor or occupier of a Lot becomes aware of damage to or the defective operation of Private Services he must immediately give notice to the Community Association of that damage or defective operation.

**BY-LAW 4.4 COMMUNITY ASSOCIATION'S RIGHT TO MAINTAIN SERVICES**

Subject to giving notice in accordance with section 60(2) of the Management Act, the Community Association and persons authorised by it may enter a Lot to maintain, repair, alter, add to, increase the capacity of or renew Private Services.

**BY-LAW 4.5 PROPRIETOR AND OCCUPIER RESPONSIBLE FOR OTHERS**

4.5.1 A proprietor or occupier of a Lot must take all reasonable steps to ensure that an Authorised Visitor complies with the By-Laws as if that Authorised Visitor were a proprietor or occupier of a Lot.

4.5.2 If an Authorised Visitor does not comply with the By-Laws then the proprietor or occupier must withdraw the consent of the person to be on the Community Parcel and request that person to leave the Community Parcel.

4.5.3 If the By-Laws prohibit a proprietor or occupier of a Lot from doing a thing, the proprietor or occupier of a Lot must not allow or cause another person to do that thing.

**REGISTERED**



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**BY-LAW 4.6 AERIALS AND SOLAR ENERGY DEVICES**

The proprietor or occupier of a Lot must not, except with the approval of the Community Association, construct, install or attach:

- (a) any television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device;
- (b) any solar energy collector panels and equipment associated with them;
- (c) any energy conservation equipment; or
- (d) a solar hot water system and equipment associated with it

to the outside of any building on a Lot or the outside of any building containing a Lot or a structure on a Lot.

**BY-LAW 4.7 THINGS NOT IN KEEPING**

The proprietor or occupier of a Lot must not, except with the approval of the Community Association, construct, install or maintain on or in a Lot any thing which can be seen from outside the Lot and which in the reasonable opinion of the Community Association is not in keeping with the building on or the landscaped areas of the Lot.

**BY-LAW 4.8 MAINTENANCE OF BUILDING AND LANDSCAPED AREAS ON A LOT**

- 4.8.1 The proprietor or occupier of a Lot must keep the Lot, including without limitation the exterior of any building and landscaped areas on the Lot, clean and tidy and in good repair and condition.
- 4.8.2 The proprietor or occupier of a Lot must carry out all maintenance and repairs to the exterior of the building on the Lot in a proper and workmanlike manner to the reasonable satisfaction of the Community Association in accordance with the Architectural and Landscape Standards and, without limitation, with materials of the same or similar quality as those used in the construction of the building.
- 4.8.3 The Community Association may give a notice to the proprietor or occupier of a Lot requiring him to comply with the terms of this By-Law.

**BY-LAW 4.9 RULES**

- 4.9.1 The Community Association may make Rules relating to the control, management, operation, use and enjoyment of the Community Parcel including, without limitation, the storage, disposal and collection of garbage and the control, management operation and use of the Access Way and any Special Facilities or any Subsidiary Association Property under its control.
- 4.9.2 The Community Association may at any time add to or alter the Rules.
- 4.9.3 The Community Association may not make a Rule or add to or alter a Rule so that it becomes inconsistent or in conflict with the Management Act, Development Act or the By-Laws.
- 4.9.4 Rules bind proprietors of Lots, Authorised Visitors, occupiers, mortgagees in possession and lessees of Lots and any Subsidiary Body.

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BY LAND REGISTRY OFFICE

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### BY-LAW 4.10 OBLIGATIONS ON PROPRIETORS AND OCCUPIERS

- 4.10.1 A proprietor or occupier of a Lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of Council.
- 4.10.2 A proprietor or occupier of a Lot must promptly notify the Executive Committee of any damage to or defect in the Community Property or Subsidiary Association Property or any personal property vested in the Community Association or any Subsidiary Body.
- 4.10.3 The proprietor or occupier of a Lot is liable to compensate the Community Association or any Subsidiary Body in respect of any damage to the Community Property or Subsidiary Association Property or personal property vested in the Community Association or any Subsidiary Body caused by that proprietor or occupier or any lessee, licensee or invitee of that proprietor or occupier.

### BY-LAW 4.11 SECURITY AND SAFETY OF COMMUNITY PARCEL

The Community Association or any Subsidiary Body must take all reasonable steps to ensure the security of the Community Parcel (or any part of it) from intruders and to preserve the safety of the Community Parcel from fire or other hazard.

### BY-LAW 4.12 COMMUNITY ASSOCIATION'S RIGHT TO REMEDY

- 4.12.1 The Community Association may do anything on a Lot which should have been done by the proprietor or occupier of a Lot under the By-Laws but which has not been done or not been done properly.
- 4.12.2 If the Community Association exercises its right under By-Law 4.12.1, then for as long as it is necessary and at the cost of the proprietor or occupier of the Lot, the Community Association and persons authorised by it may enter the Lot and remain there for a reasonable time to exercise those rights.
- 4.12.3 The Community Association may enter and remain on a Lot under By-Law 4.12.2 only after the date specified in a notice given to the proprietor or occupier of the Lot by the Community Association stating its intention to so enter.

### BY-LAW 4.13 COMMUNITY ASSOCIATION'S RIGHT TO RECOVER MONEY

The Community Association may recover any money owing to it under these By-Laws as a debt.

### BY-LAW 4.14 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

- 4.14.1 A proprietor or occupier of a Lot must pay or reimburse the Community Association on demand for any expenses of the Community Association in connection with the contemplated or actual enforcement or preservation of any rights under these By-Laws in relation to the proprietor or occupier.
- 4.14.2 The costs, charges and expenses under By-Law 4.14.1 include, without limitation, expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.

REGISTERED



82 23.4.1996

**MANAGEMENT STATEMENT**

DP 270107

38  
Sheet 21 of 35 Sheets

**BY-LAW 4.15 THINGS DONE AT PROPRIETOR'S OR OCCUPIER'S COST**

Anything which a proprietor or occupier of a Lot is required to do under these By-Laws must be done at the cost of the proprietor or occupier.

**BY-LAW 4.16 COMMUNITY ASSOCIATION NOT LIABLE FOR DAMAGE**

Except as otherwise provided in By-Law 3, the Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause other than the negligence or fraud of the Community Association or any employee or agent of the Community Association.

**BY-LAW 4.17 INTEREST ON OVERDUE MONEY**

4.17.1 A proprietor or occupier of a Lot must pay the Community Association interest on any amount that is due for payment and remains unpaid from and including the date it is due for payment as if the amount is a contribution levied by the Community Association under the Management Act.

4.17.2 Nothing in this By-Law 4.17 prevents the Community Association from recovering any amount exceeding the interest calculated under this By-Law as a consequence of any amount not being paid when due.

**BY-LAW 4.18 COMPLIANCE WITH REQUIREMENTS OF AUTHORITIES**

A proprietor or occupier of a Lot must comply on time with all requirements and orders of authorities and all laws in connection with the Lot and the use or occupation of the Lot.

**BY-LAW 4.19 NOTICES TO BE OBSERVED**

A proprietor or occupier of a Lot must comply with the terms of any notice by the Community Association, Service Provider or other relevant authority.

**BY-LAW 4.20 INSTRUCTING CONTRACTORS**

A proprietor or occupier of a Lot must not directly or indirectly instruct agents, employees or contractors of the Community Association unless authorised to do so by the Community Association.

**BY-LAW 4.21 CERTIFICATE**

A certificate signed by the Community Association its Managing Agent or the Secretary about a matter or a sum payable to the Community Association in connection with the By-Laws is prima facie evidence of the amount or any other factual matter stated in it.

**BY-LAW 4.22 COMMUNICATIONS WITH COMMUNITY ASSOCIATION**

4.22.1 Any complaint, notice request or application to the Community Association must be addressed in writing to the Managing Agent or in the absence of a managing agent, the secretary of the Executive Committee.

4.22.2 Any approval, notice or authorisation by the Community Association under these By-Laws must be in writing.

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

LOT 101 DP 852588 ALLISON CRESCENT,

WENAT CMS

G. MALLESON, STERNEN, JACQUES, 1005

**REGISTERED**



23.4.1996

**MANAGEMENT STATEMENT**

DP 270107

Sheet 22 of <sup>38</sup>~~35~~ Sheets

**BY-LAW 4.23 APPROVALS BY COMMUNITY ASSOCIATION**

The Community Association may give conditionally or unconditionally or withhold its approval under these By-Laws in its absolute discretion unless expressly provided otherwise in these By-Laws.

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLE OFFICE**

**REGISTERED**  **23.4.1996**

DP 270107

38  
Sheet 23 of 35 Sheets

**PART 5**

**BY-LAWS REQUIRED BY PUBLIC AUTHORITIES**

**BY-LAW 5.1 WATER RETICULATION**

Water reticulation for domestic and fire fighting purposes for all Lots are services provided and maintained by the Community Association. Sydney Water concurs with this By-Law. This By-Law is not to be amended, varied or revoked without the consent in writing of Sydney Water.

**BY-LAW 5.2 SYDNEY WATER**

Sewer reticulation for Lots 2 and 3 are services provided and maintained by Sydney Water. Sydney Water concurs with this By-Law. This By-Law is not to be amended, varied or revoked without the consent in writing of Sydney Water.

**BY-LAW 5.3 GARBAGE COLLECTION**

5.3.1 Council and all persons authorised by Council are entitled to access with or without vehicles over the Access Way at all reasonable times on a day or days in each week nominated as the collection day for the purpose of collecting and removing garbage and refuse from the Community Parcel on the following terms:

- (a) Council in exercising its rights under this By-Law is not permitted to enter a Lot except to the extent necessary to gain access to garbage receptacles located on the Lot; and
- (b) Council must not drive or permit to be driven any motor vehicle over any part of the Community Parcel which has not been set aside as an Access Way;
- (c) the Community Association releases, to the extent permitted by law and within its power, and indemnifies Council from claims and demands and liability which may arise in respect of damage to any property or death of or injury to any person on the Community Parcel arising out of Council's exercise of its rights under this By-Law provided that the release and indemnity under this By-Law will not extend to any loss, damage or injury caused or contributed to by the negligence of Council or its servants, agents and contractors.

5.3.2 Nothing in this By-Law 5.3 will prevent Council from discontinuing the collection of garbage from within the Community Parcel **provided that** if Council discontinues the collection service, Council, the Community Association and the proprietors and occupiers of Lots, will have the same rights and obligations with regard to the removal of garbage from the Community Parcel as if this By-Law had not been made.

5.3.3 This By-Law must not be varied or repealed without the prior written consent of Council.

REGISTERED



23.4.1996



## MANAGEMENT STATEMENT

DP 270107

Sheet 24 of <sup>35</sup>35 Sheets

### PART 6

#### BY-LAW 6.1 DEFINITIONS, INTERPRETATION AND GENERAL

6.1.1 The following words have these meanings in the By-Laws unless the contrary intention appears:

"Access Way" means the Private Access Way or Open Access Way shown on the Access Way Plan registered with this Management Statement as amended from time to time.

"Animal" means an animal, reptile, insect or bird.

"Annual General Meeting" means an annual general meeting of the Community Association other than the First Annual General Meeting.

"Architectural and Landscape Standards" means any standards prescribed by the Community Association or a Subsidiary Body for the Community Scheme or the relevant Subsidiary Scheme as amended from time to time.

"Authorised Visitor" means a person on the Community Parcel with the consent express or implied of a proprietor or occupier of a Lot, the Community Association or a Subsidiary Body.

"Board" means the Community Schemes Board constituted under the Management Act.

"Building Modification" means any modification, addition, alteration or exterior colour change made on or to an existing building or structure on a Strata Lot or Community Property or Subsidiary Association Property.

"By-Law" means a by-law in the Management Statement.

"Common Property" means the common property in a Strata Scheme.

"Community Association" means the corporation that:

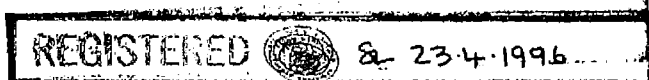
- (a) is constituted by section 25 of the Development Act on registration of the Community Plan; and
- (b) is established as a community association by section 5 of the Management Act.

"Community Development Lot" means a lot in the Community Plan which is not Community Property, a public reserve or a drainage reserve and is not land that has become subject to a Subsidiary Scheme or a lot that has been severed from the Community Scheme.

"Community Parcel" means the land the subject of the Community Scheme.

"Community Plan" means the deposited plan registered with this Management Statement.

"Community Property" means Lot 1 in the Community Plan.



**MANAGEMENT STATEMENT**

DP 270107

38  
7 Sheet 25 of 35 Sheets

**"Community Scheme" means:**

- (a) the subdivision of land by the Community Plan;
- (b) the subdivision of land in the Community Plan by a Subsidiary Plan; and
- (c) the rights conferred, and the obligations imposed, by or under the Community Titles Legislation and the Strata Act in relation to the Community Association, Community Property, any Subsidiary Body and persons having interests in, or occupying Lots.

**"Community Titles Legislation"** means the Development Act, the Management Act and cognate legislation.

**"Council"** means Sutherland Shire Council.

**"Development Act"** means the Community Land Development Act 1989 and regulations made under it.

**"Development Activities" means:**

- (a) any form of demolition work, building work or work ancillary to or associated with building work on the Community Parcel including, without limitation, the installation of Services;
- (b) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
- (c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the proprietors for the time being of all Community Developments Lots;
- (d) the use of any part of the Community Parcel in connection with the forms of work referred to in paragraph (a) to (c) of this definition; or
- (e) the subdivision of land forming part of the Community Parcel.

**"Electricity Provider"** means any electricity supply authority including, without limitation, Sydney Electricity, the Council or other body that supplies or reticulates (or both) electricity to the Community Parcel.

**"Executive Committee"** means the executive committee of the Community Association as constituted or elected from time to time under the Management Act.

**"External Common Property"** means that part of the Common Property as defined in the by-laws for a Subsidiary Body.

**"First Annual General Meeting"** means the General Meeting convened and held under section 9 of the Management Act.

**"Function"** includes a power, authority and duty.



**MANAGEMENT STATEMENT**

DP 270107

Sheet 26 of <sup>38</sup>~~35~~ Sheets

**"General Meeting"** means:

- (a) an annual general meeting; or
- (b) a special general meeting

of the Community Association.

**"Landscape Modification"** means any modification, addition or alteration made on or to an existing landscaped area on a Lot or Community Property or Subsidiary Association Property.

**"Lot"** means a Community Development Lot or a Strata Lot.

**"Management Act"** means the Community Land Management Act 1989 and regulations made under it.

**"Management Statement"** means this community management statement as from time to time added to, modified or amended in accordance with the Community Titles Legislation.

**"Managing Agent"** means an agent appointed under section 50 of the Management Act.

**"New Construction"** means building work that is intended to be carried out on a Lot or Community Property or Subsidiary Association Property.

**"Open Access Way"** means an open access way set apart under section 41 of the Development Act.

**"Open Space Area"** means those parts of the Community Property intended as passive recreation or communal open space areas.

**"Pedestrian Access Ways"** means any parts of the Community Property designated or intended for use as a pedestrian thoroughfare.

**"Prescribed Diagram"** means a diagram relating to Service Lines prescribed in section 36 of the Development Act.

**"Private Access Way"** means a private accessway set apart under section 44 of the Development Act.

**"Private Service"** means a Service in the Community Parcel which is not a Statutory Service.

**"Prohibited Activities"** means:

- (a) riding skateboards; or
- (b) using rollerskates or rollerblades; or
- (c) playing; and
- (d) on Pedestrian Access Ways only, riding bicycles.

**"Rules"** means the rules made under By-Law 4.9.



MANAGEMENT STATEMENT

DP 270107

38  
Sheet 27 of 35 Sheets

"Secretary" means the secretary of the Executive Committee.

"Service" includes:

- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil; and
- (b) the provision of sewerage and drainage; and
- (c) transmission by telephone, radio, television satellite or other means; and
- (d) security systems; and
- (e) any other facility, supply or transmission.

"Service Line" means a pipe, wire, cable, duct, or pole by means of which a Service is or is to be provided.

"Service Provider" means any statutory or governmental authority that provides a Service to the Community Parcel such as, without limitation, the Council, Telecom Australia or an Electricity Provider and any authorities or corporations assuming their Functions.

"Special Facilities" means any facilities provided on the Community Property or under the control of the Community Association (such as under a lease to the Community Association or restricted use of Subsidiary Association Property granted to the Community Association) including, without limitation, parking areas.

"Statutory Service" means a Service in the Community Parcel provided by a Service Provider.

"Strata Scheme" means:

- (a) a strata scheme under the Strata Act that is part of the Community Scheme;
- (b) the proposals in any related development contract; and
- (c) the rights conferred, and the obligations imposed, by or under the Strata Act and the Community Titles Legislation in relation to the scheme.

"Strata Act" means the Strata Titles Act 1973.

"Strata Corporation" means a body corporate constituted by section 54 of the Strata Act for a Strata Scheme.

"Strata Lot" means a lot within the meaning of the Strata Act that is part of the Community Scheme.

"Strata Plan" means a strata plan under the Strata Act.

"Subsidiary Association Property" means Common Property.

REGISTERED



23.4.1996

MANAGEMENT STATEMENT

DP 270107

38  
Sheet 28 of 35 Sheets

"Subsidiary Body" means a Strata Corporation of the Community Scheme.

"Subsidiary Plan" means a Strata Plan.

"Subsidiary Scheme" means a Strata Scheme.

6.1.2 In the By-Laws unless the contrary intention appears:

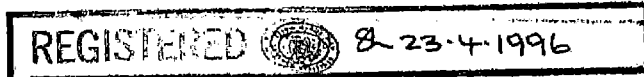
- (a) a reference to an instrument, by-law or matter regulated by a by-law includes any variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, a body corporate, an association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns; and
- (f) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.
- (g) headings are inserted for convenience and do not affect the interpretation of this Management Statement.

6.1.3 If the whole or any part of a provision of the By-Laws is void, unenforceable or illegal, it is severed. The remainder of the By-Laws have full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.

6.1.4 The Community Association may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Community Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

6.1.5 The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of the By-Laws.

6.1.6 A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.



MANAGEMENT STATEMENT

DP 270107

Sheet 29 of <sup>38</sup>35 Sheets

- 6.1.7 Words or expression which have the first letter capitalised are defined terms. Where such a word or expression is not expressly defined in the Management Statement it shall have the same meaning as it has in the Community Titles Legislation, unless the context otherwise requires.

TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLE OFFICE

REGISTERED  23.4.1996

MANAGEMENT STATEMENT

DP 270107

7 Sheet 30 of <sup>38</sup> 35 Sheets

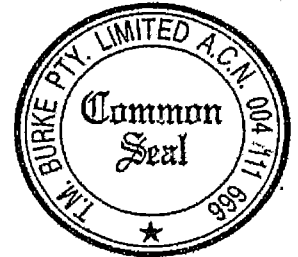
SIGNATURES, CONSENTS AND APPROVALS

DATED

day of

1995

THE COMMON SEAL of T.M. BURKE )  
PTY. LIMITED (ACN 004 111 666) )  
is affixed in accordance with its )  
articles of association in the presence )  
of: )



Signature of Director

ERNEST PHILIP  
~~JOHN RAYMOND MORRIS~~  
Name of Director (block letters)

Signature of Secretary/Director

BARRY MAXWELL DEAN  
Name of Secretary/Director (block letters)

Signed at Sydney the 1<sup>st</sup> day of April  
19 94 For Commonwealth Bank of Australia  
A.C.N. 123 123 124 by its duly appointed Attorney under  
Power of Attorney No. 319 Book 4048  
who declares that he has not received  
notice of revocation of the power

Acting Manager/Assistant Manager Credit Compliance and  
Documentation  
Institutional Banking

*Paul Hancock*  
WITNESS

*Bernard John Ling*  
BERNARD JOHN LING

TERMS OF INSTRUMENT NOT CHECKED  
IN THE REGISTERED OFFICE

REGISTERED  8 23.4.1996

MANAGEMENT STATEMENT

DP 270107

Sheet 31 of <sup>38</sup>35 Sheets

CERTIFICATE OF APPROVAL

It is certified :

- (a) that the consent authority has approved of the development described in Development Application No. 0204/94; and
- (b) that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Date: .....

Signature on behalf  
of consent authority .....

*[Signature]*

TERMS OF DEVELOPMENT NOT CHECKED  
BY THE LOCAL AUTHORITY

REGISTERED



23.4.1996



MANAGEMENT STATEMENT

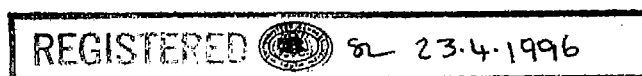
DP 270107

Sheet 32 of <sup>38</sup>~~35~~ Sheets

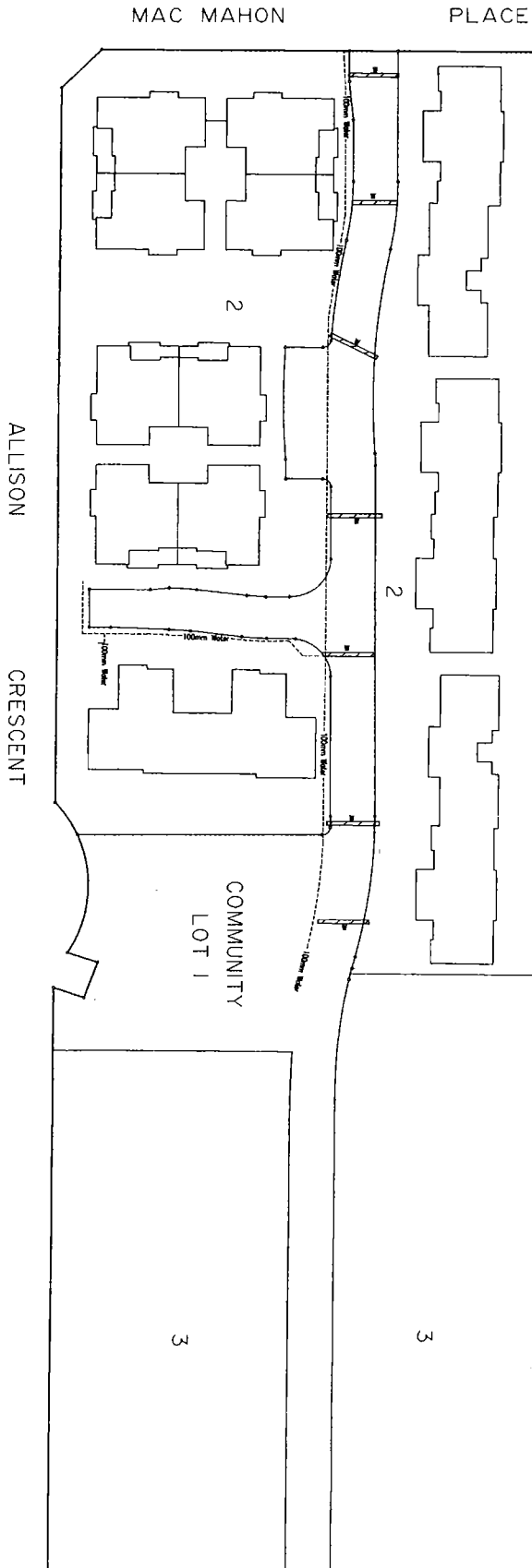
PART 7

PREScribed DIAGRAM (SHEETS 33 <sup>TO</sup> ~~AND 34~~ 37)

ACCESS WAY PLAN (SHEET 38)



# WATER MAIN ONLY



## MANAGEMENT STATEMENT

WATER — 100mm Water —  
 WATER CONDUIT  
 CONTAINING 25mm  
 WATER SERVICE LINE.



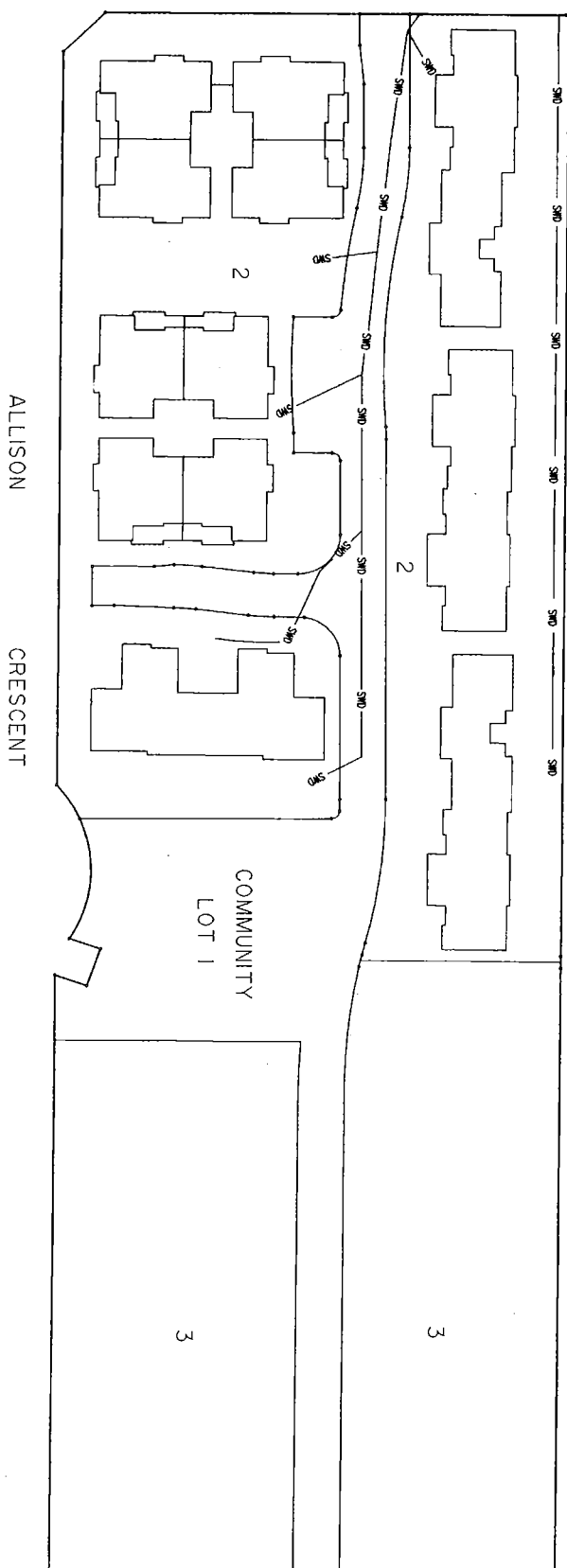
REGISTERED 25-4-1996



COMMUNITY PLAN DP 270107 SHEET 33 OF 36 SHEETS	PLAN OF SERVICES WORKS TO BE EXECUTED RIVERFRONT CHASE ESTATE- STAGE 1, ALLISON CRESCENT MENAI.	I, BRIAN JOHN FRANKLIN, Surveyor of MAHLE & MOORE PTY LTD, MAHLE STREET, SODUR, certify that this is a plan of the works as provided for the development shown in Community Plan No. ....
--	---	---

PLACE

STORMWATER ONLY



STORMWATER: SMD ——— SMD

## MANAGEMENT STATEMENT

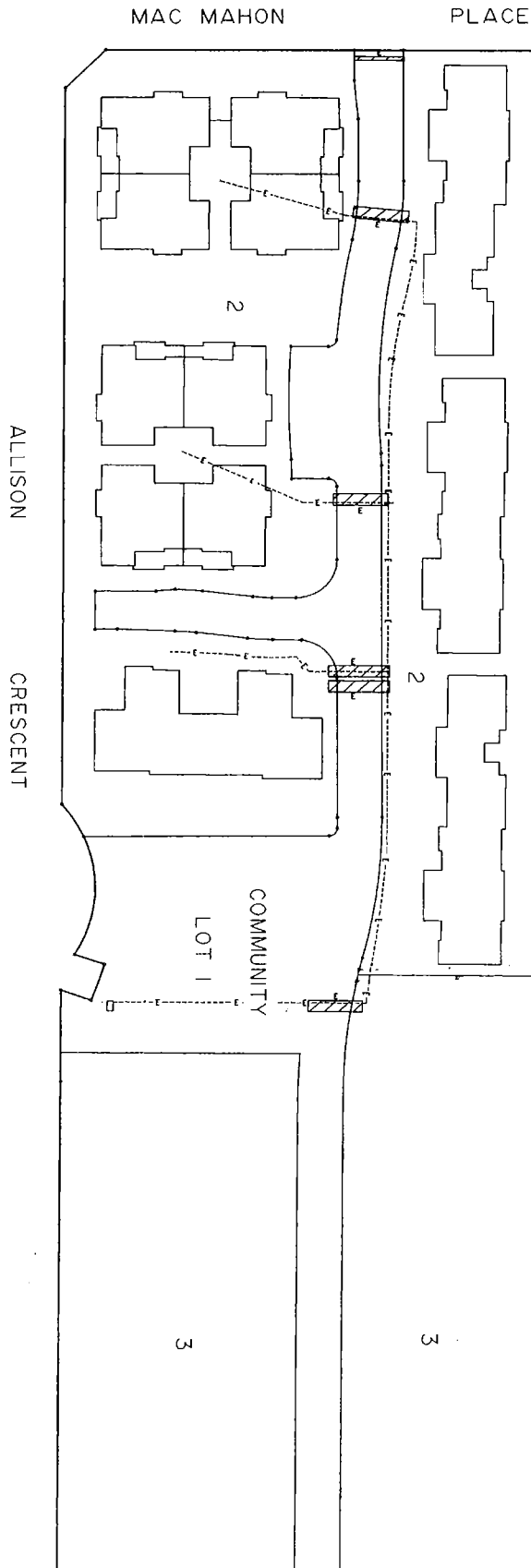
COMMUNITY PLAN  
DP 270107  
SHEET 34 OF 38 SHEETS

PLAN OF SERVICES  
WORKS TO BE EXECUTED  
"RIVERMONT CHASE ESTATE"  
STAGE 1, ALLISON CRESCENT  
MENAI.

1. BRIAN JOHN FRANKLIN, Surveyor  
of MALLIS & MOORE, 1710 TEN PIT STREET, STANLEY  
certify that this is a plan of the service works as  
provided for the development shown in  
Community Plan No. ....

BFanklin  
REGISTERED:  N 234-1996





# ELECTRICITY ONLY

STREET ELECTRICITY: E ——— E  
 ELECTRICITY & TELECOM CONDUIT

## MANAGEMENT STATEMENT

<p>COMMUNITY PLAN          DP 270107          SHEET 35 OF 38 SHEETS</p>	<p>PLAN OF SERVICES          WORKS TO BE EXECUTED          "RIVERMONT CHASE ESTATE"          STAGE 1, ALLISON CRESCENT          MENAI.</p>
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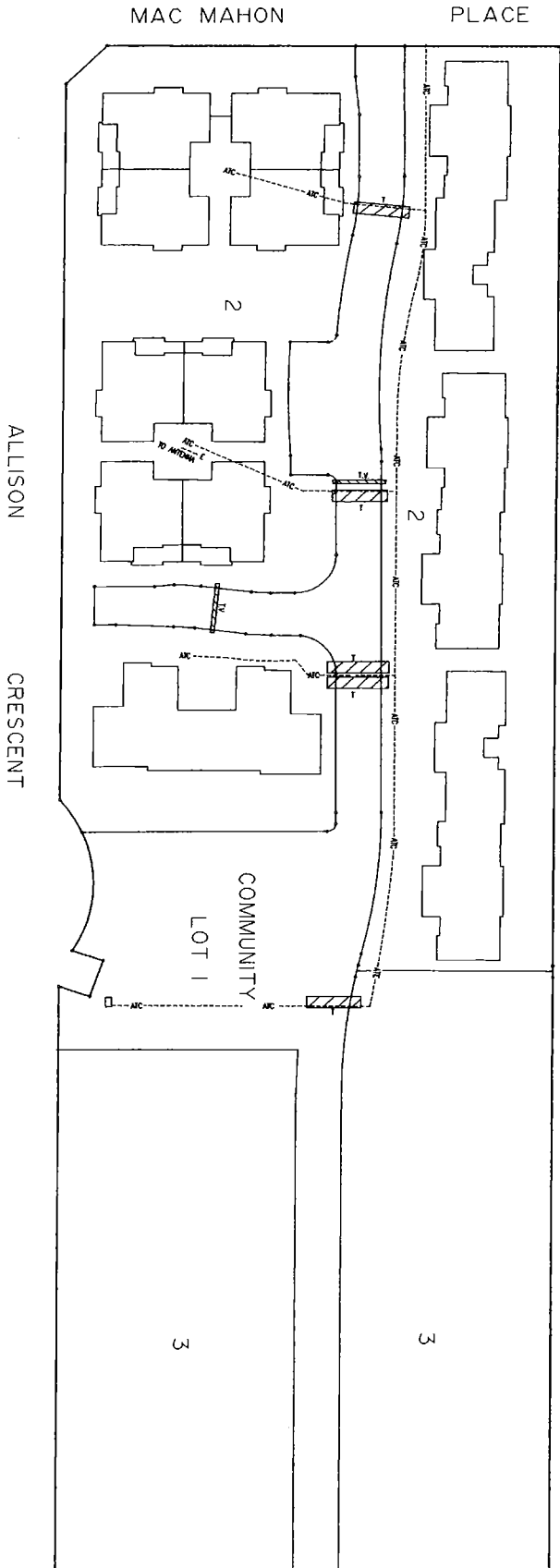
REGISTERED:  29-4-1996

B. F. L.



29-4-1996

# TELECOM & TV ONLY



## MANAGEMENT STATEMENT

TELECOM: AC --- AC  
 ELECTRICITY & TELECOM  
 CONDUIT  
 TX CONDUIT (COMM)

COMMUNITY PLAN DP 270007 SHEET 36 OF 36 SHEETS	PLAN OF SERVICES WORKS TO BE EXECUTED "RIVERMOUNT CHASE ESTATE" STAGE 1, ALLISON CRESCENT MENAI.
I, BRIAN JOHN FRANKLIN, Surveyor of MANUKA & MOORE PTY LTD, 200 MILL STREET, AUCKLAND, certify that this is a plan of the service works as provided for the development shown in Community Plan No. ....	

REGISTERED  
 23/4/1996

## MANAGEMENT STATEMENT

COMMUNITY PLAN  
DP 270107  
SHEET 37 OF 38 SHEETS

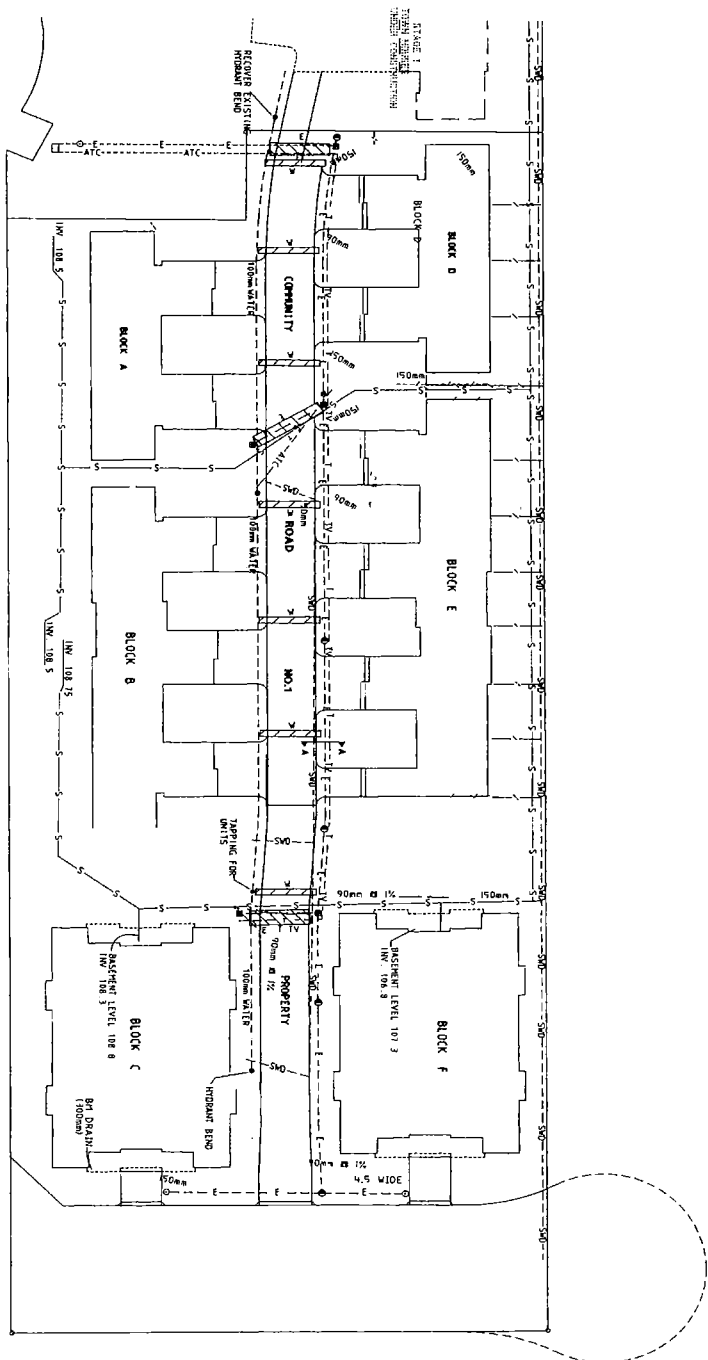
WORKS TO BE EXECUTED  
-RIVERMONT CHASE ESTATE-  
STAGE 2. ALLISON CRESCENT  
MENAI.

I, BRIAN JOHN FRANKLIN, <sup>1st report</sup>  
of WALLIS & MOORE PT LTD 704 PILL STREET SYDNEY  
certify that this is a plan of the service works as  
provided for the development shown in  
Community Plan No. ....

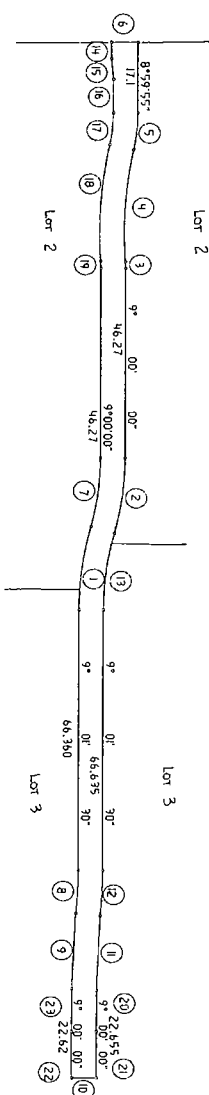
REGISTERED.  23-4-1996



23.4.1996



PROP. SEWER 5' — S  
 STREET SEWER 1' — TV — S  
 A. RELAY STATION  
 WATER V ——— V  
 STORM WATER S.W. ——— S.W.  
 DRAINAGE  
 ELECTRICAL DISTRIBUTION  
 TURBINE  
 "DEFLECTOR" STREET LIGHTS  
 PROBANT BEND  
 ELECTRICITY PULLING  
 PIT  
 BOLLARD TYPE LIGHTS  
 WATER CONDUIT  
 TV CONDUIT  
 ELECTRICITY  
 TELEPHONE CONDUIT



Form: 21CSM  
Release: 2.0  
www.lands.nsw.gov.au

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39

Community Land Development Act 1989

**DP 270107**  
**Management Statement**  
**Annexure 'A' Sheet 1 of 4**

**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**

1/270107

(B) **LODGED BY**

Document Collection Box <b>1W</b>	Name, Address or DX and Telephone Graham Cochrane Solicitor Locked Bag 4 Croydon NSW 2132 Reference: 7.2175	CODE <b>CS</b>
--	---	-------------------

(C) **APPLICANT**

Community Association	Deposited Plan No. 270107
-----------------------	---------------------------

(D) The applicant certifies that by a special resolution passed on 17 November 2007 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed 4.1(e)	Added 4.1(e) as fully set out below
--------------------	--

(F) **TEXT OF ADDED BY-LAW**

Refer to Annexure

(G) The common seal of the Community association deposited plan 270107 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness: PETER DOUGLAS WOODBURY

Date: 15<sup>TH</sup> JANUARY 2008

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
0507

Page 1 of 4

DEPARTMENT OF LANDS  
LAND AND PROPERTY INFORMATION DIVISION

REGISTERED



1-7-2008



**DP 270107**  
**Management Statement**  
**Annexure 'A' Sheet 2 of 4**

**COMMUNITY ASSOCIATION DP No. 270107**  
**ANNEXURE "A" TO AMENDMENT OF MANAGEMENT STATEMENT**

**SPECIAL BY-LAW NO 4.1(e)**

**Amendment of By-law 4.1 of Part 4 "Optional Matters"**

By-law 4.1 (e) of Part 4 is amended to read as follows:

**By-Law 4.1(e)**

**Definitions and Interpretation**

In this by-law:

- i. "Animal" includes reptiles, insects and birds.
- ii. "Assistance animal" means an animal referred to in section 9 (Disability discrimination – guide dogs, hearing & assistance dogs and trained animals) of the Disability Discrimination Act 1992 of the Commonwealth, but does not include a working dog.  
Note. That section refers to a guide dog, a dog trained to assist a person in activities where hearing is required and any other animal trained to assist a person to alleviate the effect of a disability.
- iii. "Dangerous dog" means a dog for the time being the subject of a declaration by an authorised officer of a council or a court under this Act that the dog is dangerous.
- iv. "Disability" has the same meaning as in the Disability Discrimination Act 1992 of the Commonwealth.
- v. "Nuisance dog" means a dog that
  - (a) is habitually at large, or

This is the annexure to the Amendment of Management Statement form  
By Community Association DP NO 270107.

THE COMMON SEAL of the Community Association DP NO 270107 was affixed  
on the 15 day of January 2008 in the presence of

Names: PETER DOUGLAS WOODBURY

Signatures: [Signature]

being the persons authorised by Section 8 of the Community Land Management Act 1989 to attest the  
affixing of the seal.



**DP 270107**  
**Management Statement**  
**Annexure 'A' Sheet 3 of 4**

- (b) makes a noise, by barking or otherwise, that persistently occurs or continues to such a degree or extent that it unreasonably interferes with the peace, comfort or convenience of any person in any other premises, or
  - (c) repeatedly defecates on property (other than a public place) outside the property on which it is ordinarily kept, or
  - (d) repeatedly runs at or chases any person, animal (other than vermin and, in relation to an animal, otherwise than in the course of droving, tending, working or protecting stock) or vehicle, or
  - (e) repeatedly causes substantial damage to anything outside the property on which it is ordinarily kept.
- 4.1.1. Subject to section 49 (4) of the Strata Schemes Management Act 1996 (that provides for guide or hearing dogs), Clause 5 of Schedule 3 of the Community Land Development Act 1989 (that deals with excluded matters including the keeping and use of an assistance animal on a lot by a person with a disability) and the terms of this by-law, an owner or occupier of a lot shall not keep, nor cause nor permit the keeping of more than one animal within a strata lot or upon community property or common property within a strata scheme.
- 4.1.2. You may keep fish in a tank within your lot.
- 4.1.3. You may keep a pair of small birds e.g. "love birds".
- 4.1.4. If you are visually or hearing impaired, you may keep a guide or hearing dog in your lot.
- 4.1.5. If you have a disability, you may keep an assistance animal in your lot.
- 4.1.6. No animal may be kept otherwise than in compliance with the Companion Animals Act 1998 and any other applicable Statute.
- 4.1.7. No dog may be kept that is a "nuisance dog", "dangerous dog" or a "restricted breed".
- 4.1.8. An owner or occupier of a lot who keeps an assistance animal must ensure that the animal does not create any noise or other nuisance at the community parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot, or

This is the annexure to the Amendment of Management Statement form  
By Community Association DP NO 270107.

THE COMMON SEAL of the Community Association DP NO 270107 was affixed  
on the 15 day of January 2008 in the presence of

Names: PETER DOUGLAS WOODBURY  
Signatures: [Signature]

being the persons authorised by Section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.



**DP 270107**  
**Management Statement**  
**Annexure 'A' Sheet 4 of 4**

interfere unreasonably with the use or enjoyment of the community property or common property by the occupier of any other lot (whether that person is an owner or not) or by any other person entitled to the use and enjoyment of the community property or common property.

- 4.1.9. The Community Association may, acting reasonably, require an owner or occupier of a lot who keeps an assistance animal in contravention of by-laws 4.1.6, 4.1.7 or 4.1.8 to remove that animal from the community parcel.
- 4.1.10. The owner or occupier of a lot shall comply with a direction from the Community Association in terms of by-law 4.1.9 and remove that animal from the community parcel.
- 4.1.11. You must not allow a visitor to bring an animal into the community parcel unless your visitor requires the assistance of a guide dog, hearing dog or assistance animal.

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Signatures: [Signature]

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Page 4 of 4

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1-7-2008

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**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39

Community Land Development Act 1989

**DP 270107**  
**Management Statement**  
**Annexure 'B' Sheet 1 of 1**

**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**

1/270107

(B) **LODGED BY**

Document Collection Box  <b>495R</b>	Name, Address or DX, Telephone, and LLPN if any		CODE  CM  <b>CS</b>
	LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107 Reference:		

(C) **APPLICANT**

Community Association	Deposited Plan No. 270107
-----------------------	---------------------------

(D) The applicant certifies that by a special resolution passed on 30 March 2010 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed	Added 3.2.4 (e) as fully set out below
----------	---

(F) **TEXT OF ADDED BY-LAW**

3.2.4(e) A subsidiary scheme may in accordance with the terms of Section 54(5) & (6) of the Community Management Act 1989 to amend, revoke or repeal a restricted property by-law but only with the consent of the Community Association such consent to be given by a special resolution at a general Meeting of the Community Association.



(G) The common seal of the Community association deposited plan 270107 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness: Peter Douglas Woodbury

Date: 21 April 2010

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
0612

REGISTERED



11.5.2010



Form: 21CSM  
Release: 2.0  
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**AMENDMENT OF  
MANAGEMENT STATEMENT**

**AD703908X**

New South Wales  
Section 39

Community Land Development Act 1989

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(A) **TORRENS TITLE**

1/270107

(B) **LODGED BY**

Document Collection Box  <b>1W</b>	Name, Address or DX and Telephone Graham Cochrane Solicitor Locked Bag 4 Croydon NSW 2132 Reference: 7.2175	CODE CM.  <b>CS</b>
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(C) **APPLICANT**

Community Association	Deposited Plan No. 270107
-----------------------	---------------------------

(D) The applicant certifies that by a special resolution passed on 17 November 2007 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed 4.1 (e)	Added 4.1 (e) as fully set out below
---------------------	---

(F) **TEXT OF ADDED BY-LAW**

Refer to Annexure

(G) The common seal of the Community association deposited plan 270107 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: [Signature]  
Name of witness: PETER DOUGLAS WOODAURY  
Date: 18<sup>TH</sup> JANUARY 2008



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
0507

**COMMUNITY ASSOCIATION DP No. 270107**  
**ANNEXURE "A" TO AMENDMENT OF MANAGEMENT STATEMENT**

**SPECIAL BY-LAW NO 4.1(e)**

**Amendment of By-law 4.1 of Part 4 "Optional Matters"**

By-law 4.1 (e) of Part 4 is amended to read as follows:

**By-Law 4.1(e)**

**Definitions and Interpretation**

In this by-law:

- i. "Animal" includes reptiles, insects and birds.
- ii. "Assistance animal" means an animal referred to in section 9 (Disability discrimination – guide dogs, hearing & assistance dogs and trained animals) of the Disability Discrimination Act 1992 of the Commonwealth, but does not include a working dog.  
Note. That section refers to a guide dog, a dog trained to assist a person in activities where hearing is required and any other animal trained to assist a person to alleviate the effect of a disability.
- iii. "Dangerous dog" means a dog for the time being the subject of a declaration by an authorised officer of a council or a court under this Act that the dog is dangerous.
- iv. "Disability" has the same meaning as in the Disability Discrimination Act 1992 of the Commonwealth.
- v. "Nuisance dog" means a dog that
  - (a) is habitually at large, or

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THE COMMON SEAL of the Community Association DP NO 270107 was affixed  
on the 15 day of January 2008 in the presence of

Names: PRIMA DOUGLAS WOODBURY  
Signatures: [Signature]

being the persons authorised by Section 8 of the Community Land Management Act 1989 to attest the  
affixing of the seal.



- (b) makes a noise, by barking or otherwise, that persistently occurs or continues to such a degree or extent that it unreasonably interferes with the peace, comfort or convenience of any person in any other premises, or
- (c) repeatedly defecates on property (other than a public place) outside the property on which it is ordinarily kept, or
- (d) repeatedly runs at or chases any person, animal (other than vermin and, in relation to an animal, otherwise than in the course of droving, tending, working or protecting stock) or vehicle, or
- (e) repeatedly causes substantial damage to anything outside the property on which it is ordinarily kept.

4.1.1. Subject to section 49 (4) of the Strata Schemes Management Act 1996 (that provides for guide or hearing dogs), Clause 5 of Schedule 3 of the Community Land Development Act 1989 (that deals with excluded matters including the keeping and use of an assistance animal on a lot by a person with a disability) and the terms of this by-law, an owner or occupier of a lot shall not keep, nor cause nor permit the keeping of more than one animal within a strata lot or upon community property or common property within a strata scheme.

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Signatures: [Signature]

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interfere unreasonably with the use or enjoyment of the community property or common property by the occupier of any other lot (whether that person is an owner or not) or by any other person entitled to the use and enjoyment of the community property or common property.

- 4.1.9. The Community Association may, acting reasonably, require an owner or occupier of a lot who keeps an assistance animal in contravention of by-laws 4.1.6, 4.1.7 or 4.1.8 to remove that animal from the community parcel.
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Names: PETER DOUGLAS WOODBURY  
Signatures: [Signature]

being the persons authorised by Section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.





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**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39

Community Land Development Act 1989



**AF455839U**

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(A) **TORRENS TITLE**

1/270107

(B) **LODGED BY**

Document Collection Box  <b>495R</b>	Name, Address or DX, Telephone, and LLPN if any LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107	CODE  <b>CS</b>
	Reference:	

(C) **APPLICANT**

Community Association	Deposited Plan No. 270107
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(D) The applicant certifies that by a special resolution passed on 30 March 2010 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed	Added 3.2.4 (e) as fully set out below
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(F) **TEXT OF ADDED BY-LAW**

3.2.4 (e) A subsidiary scheme may in accordance with the terms of Section 54(5) & (6) of the Community Management Act 1989 to amend, revoke or repeal a restricted property by-law but only with the consent of the Community Association such consent to be given by a special resolution at a general Meeting of the Community Association.



(G) The common seal of the Community association deposited plan 270107 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness: Peter Douglas Woodbury

Date: 21 April 2010



## **Applicant:**

Dubbo Legal  
3/120 Bourke Street, Dubbo  
DUBBO NSW 2830

## **Planning Certificate – Section 10.7 (2)(5) Certificate Environmental Planning and Assessment Act, 1979**

Certificate no:	ePC:18/3376	Delivery option:	
Certificate date:	25/10/2018	Your reference:	LL/163/15/18

## **Property:**

Lot 26 S/P 53805  
58/2 Schofield Place MENAI NSW 2234

## **Zone:**

**Sutherland Shire Local Environmental Plan 2015**

**Zone R4 High Density Residential**

### *Notes:*

- (a) *The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.*
- (b) *The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.*

### *Disclaimer:*

- (a) *This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.*

---

**INFORMATION PURSUANT TO SECTION 10.7(2),  
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

---

**1. Names of relevant instruments and DCPs**

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

**Sutherland Shire Local Environmental Plan 2015**

Greater Metropolitan Regional Environmental Plan No. 2 -  
Georges River Catchment (5/2/1999) (deemed SEPP).

\* Sydney Regional Environmental Plan No.09 (Extractive Industry  
(No.2) 1995) (deemed SEPP).

- \* SEPP (Building Sustainability Index: Basix) 2004
- \* SEPP (Exempt and Complying Development Codes) 2008
- \* SEPP (Affordable Rental Housing) 2009
  
- \* SEPP No. 19 – Bushland in Urban Areas
- \* SEPP No. 21 – Caravan Parks
- \* SEPP No. 30 – Intensive Agriculture
- \* SEPP No. 33 – Hazardous and Offensive Development
- \* SEPP No. 50 – Canal Estates
- \* SEPP No. 55 – Remediation of Land
- \* SEPP No. 62 – Sustainable Aquaculture
- \* SEPP No. 64 – Advertising and Signage
- \* SEPP No. 65 – Design Quality of Residential Flat Development.
- \* State Environmental Planning Policy No 70—Affordable Housing  
(Revised Schemes)
- \* SEPP (Housing for Seniors or People with a Disability) 2004:  
(Does not apply to land to which State Environmental  
Planning Policy (Kurnell Peninsula) 1989 applies)
- \* State Environmental Planning Policy (Integration and Repeals)  
2016
- \* SEPP (Mining, Petroleum Production and Extractive Industries)  
2007
- \* State Environmental Planning Policy (Miscellaneous Consent  
Provisions) 2007
- \* SEPP (Infrastructure) 2007
- \* State Environmental Planning Policy (State and Regional  
Development) 2011
- \* SEPP (State Significant Precincts) 2005
- \* State Environmental Planning Policy (Vegetation in Non-Rural  
Areas) 2017
- \* State Environmental Planning Policy (Educational  
Establishments and Child Care Facilities) 2017

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

The following Draft State Environmental Planning Policies apply: Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, SEPP (State and Regional Development) 2011, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, SEPP (Affordable Rental Housing) 2009, and new draft policies - SEPP Environment, SEPP Remediation of Land and SEPP Primary Production and Rural Development.

3. The name of each development control plan that applies to the carrying out of development on the land:

Sutherland Shire Development Control Plan 2015

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

## **2. Zoning and land use under relevant LEPs**

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015**  
**Zone R4 High Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works, Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing;

Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing

(d) Prohibited:

Any development not specified in item (b) or (c)

(e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

(f) Does the land include or comprise critical habitat?

No

(g) Is the land in a conservation area?

No

(h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

## **2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

To the extent that the land is within any zone (however described) under:

(a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (**the 2006 SEPP**), or

(b) a Precinct Plan (within the meaning of the 2006 SEPP), or

(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

### **3. Complying Development**

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (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 restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Housing Code**

Complying development may be carried out on the land under the General Housing Code.

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

#### **Housing Alterations Code**

Complying development may be carried out on the land under the Housing Internal Alterations Code.

#### **Commercial and Industrial Alterations Code**

Complying development may be carried out on the land under the Commercial and Industrial Alterations Code.

#### **Commercial and Industrial (New Buildings and Additions) Code**

Complying development may be carried out on the land under the Commercial and Industrial (New Buildings and Additions) Code.



(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

**Container Recycling Facilities Code**

Complying development may be carried out on the land under the Container Recycling Facilities Code.

**Subdivisions Code**

Complying development may be carried out on the land under the Subdivisions Code.

**Rural Housing Code**

Complying development may be carried out on the land under the Rural Housing Code.

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

**Low Rise Medium Density Housing Code**

Complying development may be carried out on the land under the Low Rise Medium Density Housing Code.

(Note: All land in the Sutherland Shire is deferred from this code until the 1<sup>st</sup> of July 2019.)

**Green Field Housing Code**

Complying development under the Greenfield Housing Code may be carried out on the land.

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

**General Development Code**

Complying development may be carried out on the land under the General Development Code.

**Demolition Code**

Complying development may be carried out on the land under the Demolition Code.

**Fire Safety Code**

Complying development may be carried out on the land under the Fire Safety Code.

**4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

**5. Mine Subsidence**

Is the land proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

No

**6. Road Widening and Road Realignment**

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

(b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No



- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

**7. Council and other public authority policies on hazard risk restrictions**

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

**7A. Flood related development controls information**

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

## **8. Land reserved for acquisition**

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act?

No

## **9. Contribution Plans**

Council has adopted the following Contribution Plans that apply to the land:

- \* The 2016 Section 94A Development Contributions Plan applies to this property (Effective 01/01/17).

## **9A. Biodiversity certified land**

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

**Note.** Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

No

## **10. Biodiversity stewardship sites**

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

**Note.** Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

No

#### **10A. Native vegetation clearing set asides**

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No

#### **11. Bush fire prone land**

Is the land bush fire prone?

No

#### **12. Property Vegetation Plans**

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

#### **13. 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 Council has been notified of the order).

No.

#### **14. Directions under Part 3A**

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act that does not have effect?

No

## **15. Site compatibility certificates and conditions for seniors housing**

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

## **16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

## **17. Site compatibility certificates and conditions for affordable rental housing**

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) or cl38(1) of SEPP (Affordable Rental Housing) 2009.

No

## **18. Paper subdivision information**

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

## **19. Site verification certificates**

Is there a current site verification certificate, of which the council is aware, in respect of the land?

If so, this statement includes:

- (a) the matter certified by the certificate, and
- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

No

## **20. Loose-fill asbestos insulation**

Is the land to which the certificate relates identified on the Loose-Fill Asbestos Insulation Register maintained by the Secretary of NSW Fair Trading?

No

## **21. Affected building notices and building product rectification orders**

Are there any affected building notices of which the council is aware that is in force in respect of the land.

No

If so, this statement includes:

- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

Note: *affected building notice* has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

*building product rectification order* has the same meaning as in the Building Products (Safety) Act 2017.

**Note:** The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) Is the land significantly contaminated land within the meaning of that Act?  
No

(b) Is the land subject to a management order within the meaning of that Act?  
No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?  
No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?  
No

(e) Is the land subject of a site audit statement within the meaning of that Act?  
No

### **Any Other Prescribed Matter**

**Note:** Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.  
No

### **Additional Information**

Council holds additional information relating to this property for provision in accordance with Section 10.7(5) of the Environmental

Planning and Assessment Act, 1979.

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**ADDITIONAL INFORMATION PURSUANT TO SECTION 10.7(5),  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

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The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 10.7(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

The land may contain drainage infrastructure vested in Council, which is protected by statutory rights of access and maintenance. When this property is redeveloped Council reserves the right to impose a condition of development consent requiring an easement to be granted in Council's favour over the infrastructure.

A natural watercourse traverses the land. Minimum floor levels may be set for any proposed habitable structure or major additions to any existing building.

For further information please telephone [02] 9710 0333.

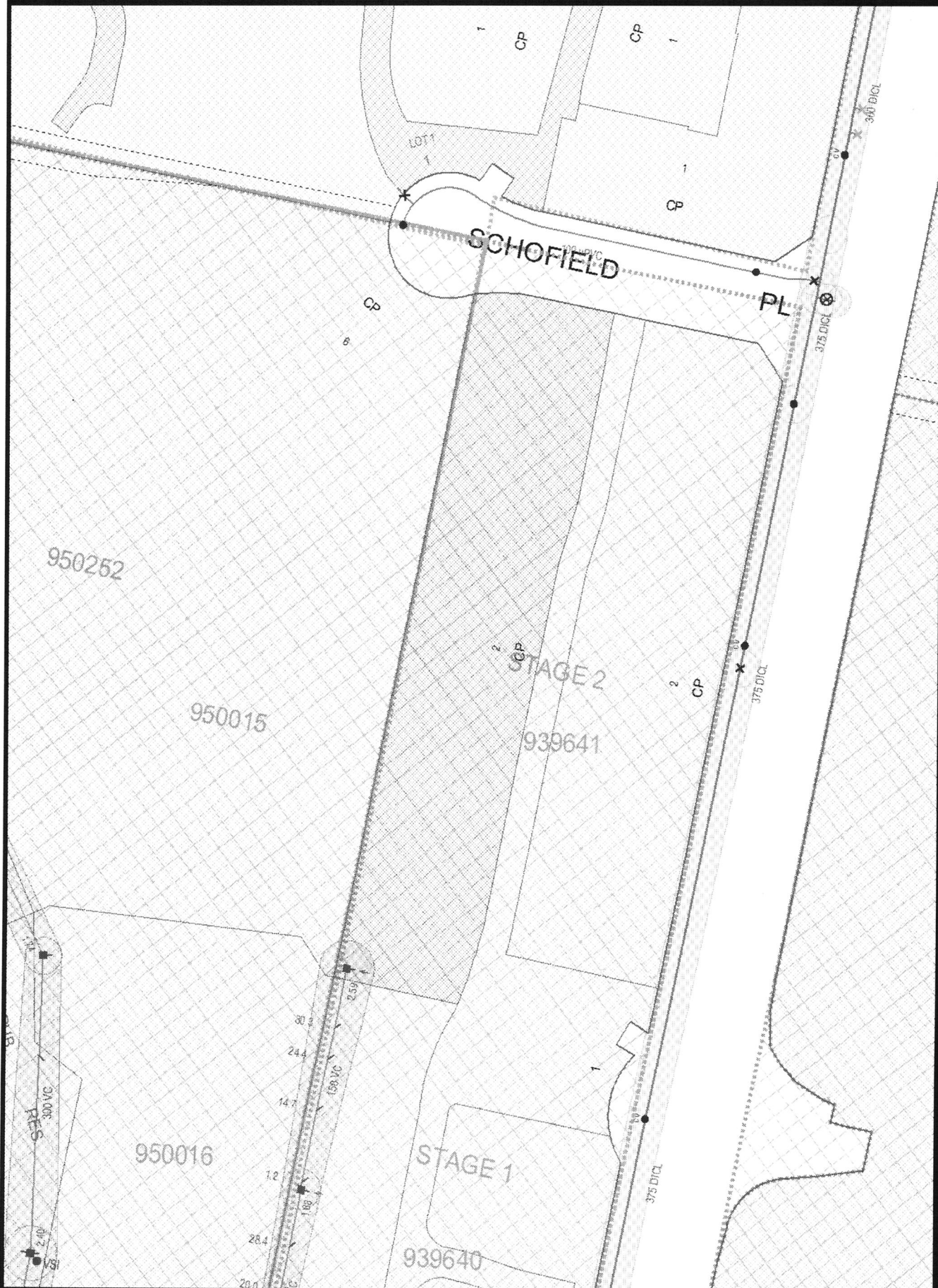
Yours faithfully

A handwritten signature in black ink, appearing to read 'Mark Carlon', with a long horizontal stroke extending to the right.

Mark Carlon  
Manager Environmental Planning







**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**.

**RESIDENTIAL TENANCY AGREEMENT**  
 RESIDENTIAL TENANCIES REGULATION 2010

**IMPORTANT NOTES ABOUT THIS AGREEMENT**

1. The tenant should be given time to read this agreement (including the completed condition report which forms part of this agreement) and to obtain appropriate advice if necessary.
2. A landlord or landlord's agent must give a tenant an approved form of information statement (which explains both parties' rights and obligations under this agreement) before the tenant enters into the residential tenancy agreement.

 This agreement is made on **09/03/2016** at **RAY WHITE SUTHERLAND** . Between

**LANDLORD** [Insert name of landlord(s) and contact details]

 Name/s **Matthew & Tanya Jones**

 Contact Details **Ray White Sutherland**
**9099 1128**

 Care of Agent ☒ Yes ☐ No

If no Agent, details

**TENANT** [Insert name of tenant(s) and contact details]

 Name/s **Simon Pogoriutchnig**

Business Address

Postcode

Phone Home

Work

Fax Home

Work

Mobile

**0407665459**

Email

**simon.pogoriutchnig@rfs.nsw.gov.au**

The tenant agrees to notify the landlord or the landlord's agent in writing of any changes to these details within 14 days

**LANDLORD'S AGENT DETAILS** [Insert name of landlord's agent (if any) and contact details]

 Licensee **Mavin Property Management Pty Ltd**

 Trading as **Ray White Sutherland**

 A.B.N. **98603179282**

 Address **1/770 Old Princes Highway Sutherland**

 Postcode **2232**

Phone

**02 9099 1128**

Fax

Email

**danielle.evangelista@raywhite.com**

 Agent: ☒ ongoing management OR ☐ leasing only

[leasing agent only, the tenant must contact the landlord with any management inquiries]

**TENANT'S AGENT DETAILS** [Insert name of tenant's agent (if any) and contact details]

If appointed, all notices and documents given to the tenant must also be given to the tenant's agent

Name/s

A.B.N.

Address

Postcode

Phone

Fax

Mobile

Email

The tenant agrees to notify the landlord or the landlord's agent in writing of any changes to these details within 14 days

**TERM OF AGREEMENT**

 The term of this agreement is: **26 weeks** weeks/months/years

 starting on **14/03/16** and ending on **11/09/16** [Cross out if not applicable]

**RESIDENTIAL PREMISES**

The residential premises are [Insert address].

 Address **58/2 Schofield Place Menai**

 Postcode **2234**

## RESIDENTIAL TENANCY AGREEMENT

The residential premises include: *[List things such as a parking space, garage, storeroom or furniture provided (attach inventory)]*

**Single Lock-up garage**

**Note:** If the premises include a garage, the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods.

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

**RENT** A tenant must pay the rent on or before the day set out in this agreement.

The rent is \$ **560.00** per **week** payable in advance starting on **14/03/16**

The method by which the rent must be paid:

(a) to \_\_\_\_\_ at \_\_\_\_\_ by cash or cheque, or

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

BSB number: **182-222**

Account number: **303764492**

Account name: **Mavin Property Management Pty Ltd Trading as Ray White Sutherland**

Payment reference: **No. 1026**

(c) as follows: \_\_\_\_\_

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

**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 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 \$ **2240.00** must be paid by the tenant on signing this agreement.

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

### IMPORTANT INFORMATION

#### MAXIMUM NUMBER OF OCCUPANTS.

No more than **1 adult, 3 children** persons may ordinarily live in the premises at any one time.

Other people who will ordinarily live at the premises may be listed here (cross out if not needed):

**URGENT REPAIRS** Nominated tradespeople for urgent repairs:

Electrical repairs: **1 Call Electrical - Electrician**

Telephone: **0400 406 614**

Plumbing repairs: **KAT Plumbing - Plumber**

Telephone: **0434 578 239**

**Emlock Maintenance - Handyman**

Telephone: **0448 722 901**

Other repairs: \_\_\_\_\_

Telephone: \_\_\_\_\_

### WATER USAGE

Will the tenant be required to pay separately for water usage? Yes ☒ No ☐ If yes, see clauses 11 and 12.

### STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? Yes ☒ No ☐ If yes, see clause 35 and clause 54.

### 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 signed and forms part of this agreement.

### TENANCY LAWS

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



## 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 this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, 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 to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
  - 4.7 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 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 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:

- 6.1 that the increased rent is payable from the day specified in the notice, and
- 6.2 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
- 6.3 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

7. **The landlord and the tenant agree** that the rent abates if the residential premises:
  - 7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
  - 7.2 cease to be lawfully usable as a residence, or
  - 7.3 are compulsorily appropriated or acquired by an authority.
8. 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

9. **The landlord agrees** to pay:
  - 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
  - 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
  - 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
  - 9.4 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
  - 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
  - 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
  - 9.7 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
  - 9.8 all charges for the availability of gas to the residential premises if 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 for any purpose.
10. **The tenant agrees** to pay:
  - 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
  - 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
  - 10.3 all charges for pumping out a septic system used for the residential premises, and
  - 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and

## RESIDENTIAL TENANCY AGREEMENT

**10.5** water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:

- 10.5.1** are separately metered, or
- 10.5.2** are not connected to a water supply service and water is delivered by vehicle.

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

- 11.1** 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
- 11.2** the landlord gives the tenant at least 21 days to pay the charges, and
- 11.3** 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
- 11.4** the residential premises have the following water efficiency measures:
  - 11.4.1** 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 per minute,
  - 11.4.2** all showerheads have a maximum flow rate of 9 litres per minute,
  - 11.4.3** there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

**12. 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

**13. The landlord agrees:**

- 13.1** to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 13.2** 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

**14. The landlord agrees:**

- 14.1** 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
- 14.2** 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
- 14.3** 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

**15. The tenant agrees:**

- 15.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 15.2** not to cause or permit a nuisance, and
- 15.3** not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

**15.4** not to intentionally or negligently cause or permit any damage to the residential premises, and

**15.5** not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

**16. The tenant agrees:**

- 16.1** to keep the residential premises reasonably clean, and
  - 16.2** to notify the landlord as soon as practicable of any damage to the residential premises, and
  - 16.3** 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
  - 16.4** that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.
- 17. The tenant agrees,** when this agreement ends and before giving vacant possession of the premises to the landlord:
- 17.1** to remove all the tenant's goods from the residential premises, and
  - 17.2** 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
  - 17.3** to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
  - 17.4** to remove or arrange for the removal of all rubbish from the residential premises, and
  - 17.5** to make sure that all light fittings on the premises have working globes, and
  - 17.6** to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

### LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

**18. The landlord agrees:**

- 18.1** to make sure that the residential premises are reasonably clean and fit to live in, and
- 18.2** to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 18.3** 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
- 18.4** 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
- 18.5** to comply with all statutory obligations relating to the health or safety of the residential premises.

### URGENT REPAIRS

**19. 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:

- 19.1** the damage was not caused as a result of a breach of this agreement by the tenant, and

## RESIDENTIAL TENANCY AGREEMENT

- 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6 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 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

#### 20. The landlord agrees:

- 20.1 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
- 20.2 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.

**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.

#### 22. The landlord and tenant agree:

- 22.1 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
- 22.2 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

- 23. **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:

- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2 if the Civil and Administrative Tribunal so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,

- 23.4 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,
- 23.5 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),
- 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7 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,
- 23.8 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),
- 23.9 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),
- 23.10 if the tenant agrees.

- 24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:

- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2 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
- 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.

- 25. **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.

- 26. **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.

### ALTERATIONS AND ADDITIONS TO THE PREMISES

#### 27. The tenant agrees:

- 27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2 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
- 27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

- 28. **The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

### LOCKS AND SECURITY DEVICES

#### 29. The landlord agrees:

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



## RESIDENTIAL TENANCY AGREEMENT

- 29.2** 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
- 29.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 29.4** 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
- 29.5** 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.

### 30. The tenant agrees:

- 30.1** 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
- 30.2** 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.

- 31.** 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

#### 32. The landlord and tenant agree that:

- 32.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2** 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
- 32.3** 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
- 32.4** without limiting clause 32.3, 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 32.3 and 32.4 do not apply to social tenancy housing agreements.

- 33. The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

### CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

#### 34. The landlord agrees:

- 34.1** 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
- 34.2** 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

- 34.3** 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
- 34.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

### COPY OF CERTAIN BY-LAWS TO BE PROVIDED

*[Cross out if not applicable]*

- 35. 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 Management Act 1996*, the *Strata Schemes (Leasehold Development) Act 1986*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

### MITIGATION OF LOSS

- 36. 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]*

- 37. 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, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

### SMOKE ALARMS

- 38. The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.
- 39. 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.

### SWIMMING POOLS

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

- 40. 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 this clause if there is no swimming pool]*

- 40A. The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:

- 40A.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
- 40A.2** a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

This clause does not apply to a residential tenancy agreement entered into before 29 April 2016.



## RESIDENTIAL TENANCY AGREEMENT

## ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and tenant agree to the terms, and
- (b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2010 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 – BREAK FEE

[Cross out this clause if not applicable and, if not applicable, note clauses 54.2(a) and 54.2(c)]

41. 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:

- 41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or

- 41.2 if the fixed term is for more than 3 years,

\$

This clause does not apply if the tenant terminates the 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. Also refer to clauses 52, 53, 54 and 55 for termination of this agreement.

Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

42. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

## ADDITIONAL TERM – PETS

43. The tenant agrees not to keep animals on the residential premises without first obtaining the written consent of the landlord and, if applicable, the body corporate, community association or board of directors.

44. The landlord agrees that the tenant may keep the following animals on the residential premises unless otherwise prohibited by a strata by-law, community title rule, company title rule and/or management statement, or under a law relating to health or other applicable law:

45. The tenant agrees to:

- 45.1 have the carpet professionally cleaned and to have the residential premises treated by a professional pest control provider/entity if animals have been kept on the residential premises during the tenancy;
- 45.2 repair any damage caused by animals kept on the residential premises;
- 45.3 upon request, and in the form of evidence elected, by the landlord or the landlord's agent, provide to the landlord or the landlord's agent (as the case may be) evidence that the tenant has complied with clauses 45.1 and 45.2 of this agreement; and
- 45.4 indemnify the landlord in respect of all claims arising out of or in connection with any damage, costs or personal injuries caused or contributed to by:

- (a) any animals kept by the tenant on the residential premises; and
- (b) any animals moving, or being moved by someone, across the residential premises and any common areas.

## ADDITIONAL TERM – AGREEMENT TO USE PREVIOUS CONDITION REPORT

46. The landlord and tenant 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.

## ADDITIONAL TERM – TENANT'S CARE AND USE OF THE RESIDENTIAL PREMISES

47. Further to clause 16, the tenant agrees:

- 47.1 to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
- 47.2 to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 47.3 to wrap up and place garbage in a suitable container;
- 47.4 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;
- 47.5 to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- 47.6 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;
- 47.7 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;
- 47.8 to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;
- 47.9 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;
- 47.10 not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 47.11 not to store rubbish or unregistered vehicles on the residential premises, and not to store any items in the garage, storage cage, open car space or any other storage facility on the residential premises and storage of any items on the residential premises is at the tenant's own risk; and
- 47.12 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.

## RESIDENTIAL TENANCY AGREEMENT

### ADDITIONAL TERM – TELECOMMUNICATIONS SERVICES

#### 48. The tenant agrees:

- 48.1. 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
- 48.2. 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

#### 49. The tenant agrees:

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

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

### ADDITIONAL TERM – OCCUPANTS

#### 51. The tenant agrees:

- 51.1. not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*; and
- 51.2. 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

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

#### 53. The tenant agrees:

- 53.1. upon termination of this agreement, to:
  - (a) promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010*;
  - (b) promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and
  - (c) comply with its obligations in clause 17 of this agreement; and
- 53.2. that the tenant's obligations under this agreement (including to pay rent and other amounts payable to the landlord pursuant to clause 54.2) 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.

54. Notwithstanding any termination of this agreement, the tenant acknowledges and agrees that:

- 54.1. 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;

54.2. if the tenant terminates this agreement before the expiry of the fixed term and if clauses 41 and 42 regarding the break fee are deleted (and, therefore, do not apply), subject to the parties' obligations to mitigate their losses:

- (a) the tenant must:
  - (i) reimburse the landlord for costs, fees and other charges and expenses in connection with such termination; and
  - (ii) pay rent or compensation for an amount equivalent to rent until such time as the landlord finds a suitable replacement tenant or until the date on which the fixed term of the agreement has expired (whichever occurs first),

and the parties agree that this clause 54.2(a) does not apply if the tenant terminates the residential tenancy agreement early for a reason permitted under the *Residential Tenancies Act 2010*;

- (b) the tenant must comply with the requirements of clause 53 before the expiration of the fixed term of this agreement; and
- (c) the landlord is under no obligation to advertise the residential premises, arrange any inspection of the residential premises by prospective tenants or take any other action to lease the residential premises until vacant possession is provided by the tenant; and

54.3. the landlord is entitled to claim damages for loss of bargain in the event of a termination of this agreement on the grounds of a breach.

#### 55. The landlord and the tenant agree that:

- 55.1. 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;
- 55.2. 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; and
- 55.3. the landlord's entitlement to claim damages for loss of bargain pursuant to clause 54.3 and the tenant's obligation to pay rent as and when it falls due are fundamental and essential terms of this agreement.

**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 187(2) of the *Residential Tenancies Act 2010*.

### ADDITIONAL TERM – STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS

#### 56. The tenant agrees:

- 56.1. 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;
- 56.2. where the residential premises are subject to the *Strata Schemes Management Act 1996*, the *Strata Schemes (Leasehold Development) Act 1986*, 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; and

## RESIDENTIAL TENANCY AGREEMENT

- 56.3. where the residential premises are a flat (not subject to the *Strata Schemes Management Act 1996*, the *Strata Schemes (Leasehold Development) Act 1986*, 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

**ADDITIONAL TERM – SWIMMING POOLS**

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

57. Unless otherwise agreed by the landlord and tenant in writing, the tenant agrees:
- 57.1. 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;
- 57.2. 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;
- 57.3. to keep the water level above the filter inlet at all times;
- 57.4. to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool, equipment, safety gate, access door, fence or barrier;
- 57.5. 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
- 57.6. to ensure that the pool safety gate or access door is self-closing at all times.

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

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

- 58.1. the rent will be increased to

\$ \_\_\_\_\_ per \_\_\_\_\_  
 \_\_\_\_\_ on \_\_\_\_ / \_\_\_\_ / \_\_\_\_; and  
 to \$ \_\_\_\_\_ per \_\_\_\_\_  
 \_\_\_\_\_ on \_\_\_\_ / \_\_\_\_ / \_\_\_\_; or

- 58.2. 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.

Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

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

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

- 59.1. the rent will be increased to

\$ \_\_\_\_\_ per \_\_\_\_\_  
 \_\_\_\_\_ on \_\_\_\_ / \_\_\_\_ / \_\_\_\_; and  
 to \$ \_\_\_\_\_ per \_\_\_\_\_  
 \_\_\_\_\_ on \_\_\_\_ / \_\_\_\_ / \_\_\_\_; or

- 59.2. 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.

Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

**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**

60. For avoidance of doubt:

- 60.1. a condition report which accompanies this agreement, forms part of this agreement;
- 60.2. 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
- 60.3. if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days of being provided with the landlord's signed condition report then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

**ADDITIONAL TERM – ADDITIONAL TENANT OBLIGATIONS**

61. The tenant agrees:

- 61.1 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;



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- (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 lodgment of an annual fire safety statement) if that failure was caused or contributed to by the tenant;

**61.2.** 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 38 of this agreement;

**61.3.** 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; and

**61.4.** where the residential premises are subject to the *Strata Schemes Management Act 1996* or the *Strata Schemes (Leasehold Development) Act 1986* to immediately notify the landlord or the landlord's agent of:

- (a) any windows in the residential premises that do not have any locks or other window safety devices; or
- (b) any locks or other window safety devices in the residential premises that are non-compliant with legislation or need repairing,

so that the landlord or landlord's agent can ensure compliance with section 64A of the *Strata Schemes Management Act 1996* with respect to window safety devices.

### ADDITIONAL TERM - TENANCY DATABASES

**62.** 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]

**63.** 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

**64.** 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.

### ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

**65.** Where the tenant has been provided with the requisite notice pursuant to clause 23.8 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.

**66.** 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 23.

### ADDITIONAL TERM - PRIVACY POLICY

**67.** 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.

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Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box: ☐ or otherwise notify the landlord and/or landlord's agent using the contact details of the landlord and/or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

### ADDITIONAL TERM – ADDITIONAL TERMS AND CONDITIONS

#### 68. The landlord and tenant acknowledge that:

- 68.1 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; and
- 68.2 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 2010 (NSW)* or any other Act; and
  - (b) they are not inconsistent with the standard terms and conditions of this agreement.

#### 69. The landlord and tenant jointly and severally indemnify and hold harmless The Real Estate Institute of New South Wales (REINSW) in relation to any actions, proceedings, claims, losses, costs and damages which REINSW suffers, incurs or becomes liable for and which arise directly or indirectly from or are in connection with any additional terms and/or conditions that are included in an annexure to this agreement.

**SCHEDULE A****SPECIAL CONDITIONS – FLATS****Special Condition 1 - Noise**

The tenant must not create any noise in the flat or on 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 2 - Vehicles**

The tenant must not park or stand any motor or other vehicle on the common area except with the written approval of the landlord.

**Special Condition 3 - Obstruction of common area**

The tenant must not obstruct lawful use of the common area by any person.

**Special Condition 4 – Damage to lawns and plants on the common areas**

The tenant must not:

- 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 the common area.

**Special Condition 5 – Damage to common areas**

The tenant must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the the common area without the approval in writing of the landlord or an order of the Civil and Administrative Tribunal.

**Special Condition 6 – Behaviour of owners and occupiers**

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 flat or to any person lawfully using the common area.

**Special Condition 7 – Children playing on common areas in building**

The tenant must not permit any child of whom the tenant has control to play on the common area within the building or, unless accompanied by an adult exercising effective control, to be or to remain on the common area comprising a laundry, car parking area or other area of possible danger or hazard to children.

**Special Condition 8 – Behaviour of invitees**

The tenant must take all reasonable steps to ensure that invitees of the tenant 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.

**Special Condition 9 - Depositing rubbish and other material on common areas**

The tenant must not deposit or throw on the common area any rubbish, dirt, dust or other material 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 10 – Drying of laundry items**

The tenant must not, except with the consent in writing of the landlord, hang any washing, towel, bedding, clothing or other article on any part of the flat in such a way as to be visible from outside the building other than on any lines provided by the landlord for that purpose and then only for a reasonable period.

**Special Condition 11 - Preservation of fire safety**

The tenant must not do any thing or permit any invitees of the tenant to do any thing on the lot or the common area that is likely to affect the operation of fire safety devices or to reduce the level of fire safety in the flats or the common area.

**Special Condition 12 - Cleaning windows and doors**

The tenant must keep clean all glass in windows and all doors on the boundary of the flat, including so much as is common area.

**Special Condition 13 - Storage of inflammable liquids and other substances and materials**

- 1 The tenant must not, except with the approval in writing of the landlord, use or store on the flat or on the common area any inflammable chemical, liquid or gas or other inflammable material.
- 2 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 14 - Moving furniture and other objects on or through the common area**

The tenant must not transport any furniture or large object through or on the common area within the building unless sufficient notice has first been given to the executive committee so as to enable the landlord to arrange for a person to be present at the time when the tenant does so.

**Special Condition 15 - Garbage disposal**

The tenant:

- a must maintain within the flat, or on such part of the common area as may be authorised by the landlord, in clean and dry condition and adequately covered a receptacle for garbage,
- b must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained,
- c for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the landlord and at a time not more than 12 hours before the time at which garbage is normally collected,
- d when the garbage has been collected, must promptly return the receptacle to the flat or other area referred to in paragraph (a),
- e must not place any thing in the receptacle of the owner or occupier of any other flat except with the permission of that owner or occupier, and
- f must promptly remove any thing which the tenant or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

**Special Condition 16 - Keeping of animals**

The tenant must not, without the prior approval in writing of the landlord, keep any animal on the flat or the common area.

**Special Condition 17 - Appearance of flat**

- 1 The tenant must not, without the written consent 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.
- 2 This special condition does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in Special Condition 10.

**Special Condition 18 - Change in use of flat to be notified**

The tenant must notify the landlord if the tenant changes the existing use of the flat in a way 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).



# RESIDENTIAL TENANCY AGREEMENT

## 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.

**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.

**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). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

### 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 include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. 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 if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

# RESIDENTIAL TENANCY AGREEMENT

THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

## SIGNED BY THE LANDLORD

in the presence of: ALANNA KOHLER  
 (Name of witness)

\_\_\_\_\_  
 (Signature of witness)

Emorgan

\_\_\_\_\_  
 (Signature of landlord)

## SIGNED BY THE TENANT

in the presence of: ALANNA KOHLER  
 (Name of witness)

\_\_\_\_\_  
 (Signature of witness)

[Signature]

\_\_\_\_\_  
 (Signature of tenant)

in the presence of: \_\_\_\_\_  
 (Name of witness)

\_\_\_\_\_  
 (Signature of witness)

\_\_\_\_\_  
 (Signature of tenant)

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

[Signature]

\_\_\_\_\_  
 (Signature of tenant)

\_\_\_\_\_  
 (Signature of tenant)

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)



ADDITIONAL TERMS AND CONDITIONS  
ANNEXURE 1

ADDITIONAL TERMS – GENERAL

70. The tenant agrees:

- 70.1. That any request for decorating, including painting, screwing or nailing for fixing purposes or fixing posters, under clause 47.6 of the Agreement will only be considered if that request for decorating has been submitted on the appropriate form which is available from the landlord's agent. Should the landlord approve the request, written consent will provided on the form.
- 70.2. Not to store anything on the premises that will increase the landlord's insurance risk
- 70.3. That the premises is for residential accommodation only. If the tenant changes the use of the premises making the premises a taxable supply for GST purposes and GST becomes payable on the rent, that the tenant shall pay the tax.
- 70.4. That no monies for the payment of rent, water usage or other disbursements will be accepted at the office of the landlord's agent
- 70.5. That the landlord's agent may use email correspondence. The tenant understands that personal information relating to the tenant and the residential premises may be contained within these emails.
- 70.6. That the landlord's agent follows a written procedure for collection of rental arrears. This procedure involves correspondence with the tenant by letter, phone call, email and short messaging service (SMS).

ADDITIONAL TERM – TENANT'S CARE AND USE OF THE PREMISES

71. The tenant agrees:

- 71.1. That watertight draining trays are to be place under potted plants to avoid damage to the flooring in the premises
- 71.2. To take reasonable care with the placement of BBQ's so as to reduce the incidence of grease and oil marks to the premises.

ADDITIONAL TERM – PETS

72. The tenant agrees:

- 72.1. That any animals the landlord has agreed to be kept on the residential premises are to be kept outside the residence.
- 72.2. That the tenant shall remove all excreta

ADDITIONAL TERM – ALARM

73. The tenant agrees to pay:

- 73.1. all charges relating to the ongoing usage or monitoring of a "back to base" alarm system (should such a system be installed on the premises) if the tenant directs that the monitoring be kept in place.



Signature of landlord



Signature of tenant

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